



AGENDA | REGULAR TOWN COUNCIL MEETING

June 13, 2023 at 6:00 PM

Council Chambers - Apex Town Hall, 73 Hunter Street

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

Town Council and Administration

Mayor: Jacques K. Gilbert | Mayor Pro Tempore: Audra Killingworth
Council Members: Brett D. Gantt; Terry Mahaffey; Edward Gray; Arno Zegerman
Town Manager: Catherine Crosby | Deputy Town Manager: Shawn Purvis
Assistant Town Managers: Demetria John and Marty Stone
Town Clerk: Allen Coleman | Town Attorney: Laurie L. Hohe

COMMENCEMENT

Call to Order | Invocation | Pledge of Allegiance

CONSENT AGENDA

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

CN1 Agreement Amendment - Renewal of ADA Paratransit Service Agreement with Wake County - FY2023-24

Katie Schwing, Senior Planner - Long Range Transit, Planning Department

CN2 Annexation No. 757 - Alderwood Pond - 0.67 acres

Allen Coleman, Town Clerk

CN3 Annual Operating Budget and Capital Improvement Plan FY 2023-2024 - Schedule 2nd Public Hearing

Allen Coleman, Town Clerk

CN4 Budget Ordinance Amendment No. 18 - Electric System Expansion

Eric Neumann, Director, Electric Utilities Department

CN5 Capital Project Ordinance Amendment No. 2023-08 - Town Wayfinding Project and Hunter Street Bike Track Project

Amanda Grogan, Director, Budget and Performance Management Department

CN6 Contract Amendment Multi-Year - CDM Smith, Inc. - leadCAST - July 1, 2023 through June 30, 2026

Michael Deaton, P.E., Director, Water Resources Department

CN7 Contract Multi-Year - Axon Enterprises Inc. - Technology and Software Support - July 1, 2023 through June 30, 2026

Mitch McKinney, Deputy Chief, Apex Police Department

CN8 Council Meeting Minutes - Various

Allen Coleman, Town Clerk

CN9 Encroachment Right-of-Way (ROW) Agreement - NCDOT - GoApex Bus Stop Sidewalk Art Project

Katie Schwing, Senior Planner - Long Range Transit, Planning Department

CN10 Interlocal Agreement with Wake County Board of Education (BOE) - Infrastructure Provision to Support Public School Facilities - Felton Grove High School Project - Thriftwood Drive and Derry Down Lane

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

CN11 Resolution to Collect Taxes - Chatham County

Antwan Morrison, Director, Finance Department

CN12 Resolution to Collect Taxes - Wake County

Antwan Morrison, Director, Finance Department

CN13 Rezoning Case No. 23CZ05 - Pleasant Park - Statement and Ordinance

June Cowles, Senior Planner, Planning Department

CN14 Rezoning Case No. 23CZ06 - Hunter Street Park Addition - Statement and Ordinance

Joshua Killian, Planner I, Planning Department

CN15 Tax Report - April 2023

Allen Coleman, Town Clerk

CN16 Town Standard Specifications & Standard Details - Revisions

Chris Johnson, P.E., MPA, Director, Transportation and Infrastructure Development Dept.

CN17 Unified Development Ordinance (UDO) Amendments - May 2023 - Statement

Amanda Bunce, Current Planning Manager, Planning Department

PRESENTATIONS

PR1 Proclamation - Apex High School "Lady Cougars" Softball Team - NCHSAA 4A State Champions

Mayor Jacques K. Gilbert

PR2 Proclamation - Apex Public Works Week 2023

Mayor Jacques K. Gilbert

PR3 Proclamation - Year of the Trail 2023

Mayor Jacques K. Gilbert

REGULAR MEETING AGENDA

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

PUBLIC FORUM

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

Comments must be limited to 3 minutes to allow others the opportunity to speak.

PUBLIC HEARINGS

PH1 Right-of-Way (ROW) Road Closure Request - Portion of Burma Drive

Allen Coleman, Town Clerk

PH2 Water and Sewer System Fee Analysis and System Development Fees

Michael Deaton, P.E., Director, Water Resources Department

OLD BUSINESS

OB1 Fiscal Year 2023-2024 - Annual Operating Budget and Fee Schedule Adoption

Amanda Grogan, Director, Budget and Performance Management Department

OB2 Fiscal Year 2023-2024/2027-2028 - Capital Improvement Plan (CIP)

Amanda Grogan, Director, Budget and Performance Management Department

NEW BUSINESS

UPDATES BY TOWN MANAGER

CLOSED SESSION

Council will enter into closed session pursuant to:

CS1 Laurie Hohe, Town Attorney, Legal Department

NCGS §143-318.11(a)(3):

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

CS2 Audra Killingsworth, Mayor Pro-Tempore

NCGS §143-318.11(a)(3):

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

ADJOURNMENT

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 13, 2023

Item Details

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

Department(s): Planning

Requested Motion

Motion to approve an Amendment to the Americans with Disabilities Act (ADA) Paratransit Services Agreement with Wake County, effective July 1, 2023 through June 30, 2024; and to authorize the Town Manager to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

The ADA Paratransit Service Agreement between Town of Apex and Wake County establishes the terms and responsibilities for the operation of the GoApex Route 1 complementary paratransit services, known as GoApex Door to Door. The main purpose of this proposed amendment is to renew the agreement for another Fiscal Year, as well as to update the maximum cost per trip to \$60.00.

This amendment also includes a provision to allow staff to make administrative changes and updates to the attachments to the agreement which will not affect the purpose or substance of the agreement. These attachments contain forms and instructions which require administrative update from time to time, and this amendment would permit these changes to be made upon written agreement at the staff level between the Town of Apex Director of Planning and the Wake County Human Services Transportation Manager, without Town Council review and approval. This amendment was presented and approved by Council on November 29, 2022, but was not ratified by Wake County, so it is presented in this renewal amendment for both parties.

This amendment also updates Appendices A, B, and D of Attachment A, the GoApex Paratransit Policy. These are the GoApex Route 1 map, the GoApex Door to Door Service Area map, and the GoApex Door to Door application form, respectively. The two maps are updated based on the professional maps used in the GoApex Ride Guides. The GoApex Door to Door application form is updated with additional questions that

are intended to make the application review process more straightforward and require less follow up with applicants. Other appendices included as part of Attachment A remain unchanged from the prior year's agreement.

Attachments

- CN1-A1: ADA Paratransit Services Agreement - Renewal of ADA Paratransit Service Agreement with Wake County - FY2023-24
- CN1-A2: Attachment A: GoApex ADA Paratransit Policy - Renewal of ADA Paratransit Service Agreement with Wake County - FY2023-24
 - Appendix A: GoApex Route 1 Fixed Route Map
 - Appendix B: GoApex Route 1 Paratransit Service Area Map
 - Appendix C: GoApex Route 1 ADA Paratransit Capacity Constraints Policy and Procedures
 - Appendix D: GoApex Door to Door Application
 - Appendix E: GoApex Appeal Process
 - Appendix F: GoApex No Show Policy
 - Appendix G: Subscription Service
- CN1-A3: Attachment B: Wake County Complaints and Appeals Policy - Renewal of ADA Paratransit Service Agreement with Wake County - FY2023-24



STATE OF NORTH CAROLINA
COUNTY OF WAKE

ADA PARATRANSIT SERVICES AGREEMENT
AMENDMENT AND RENEWAL

This ADA Paratransit Services Agreement Amendment and Renewal (the, or this “**Renewal**”) is made and entered into this ____ day of _____, 2023 by and between the Town of Apex, a municipal corporation of the State of North Carolina (“**Town**”), and Wake County, a political subdivision of the State of North Carolina (“**County**”). Town and County may hereinafter be referred to collectively as the “**Parties**.”

W I T N E S S E T H

WHEREAS, the Town and County entered into an agreement entitled, “ADA Paratransit Services Agreement” on or about July 1st, 2022 (the “**Agreement**”) in which the County agreed to serve as the general Americans with Disabilities Act paratransit operator for the Town in accordance with the GoApex Paratransit Policy; and

WHEREAS, the Parties desire to renew the Agreement in accordance with its terms as well as update certain provisions of the Agreement to address the increase in costs of paratransit trips and to make minor adjustments to the attachments incorporated into the Agreement as the need arises; and

WHEREAS, both Parties wish to memorialize the same through this Renewal and amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Parties do hereby agree to renew and amend the Agreement as follows:

1. Record Keeping, Reporting and Reimbursements. Section 3 of the Agreement, entitled “Record Keeping, Reporting and Reimbursements,” subsection “B” is hereby amended to read as follows:

B. The invoice will include the actual cost of each trip plus the portion of the annual fee prorated for each month. The cost of each paratransit trip will be adjusted to account for the number of passengers and the number of funding sources contributing to the cost of the entire trip, as this is a shared ride service. In no event shall the cost attributed to the Town exceed \$60.00 per hour per trip. The County will include trip cost details in the monthly invoice. The annual overhead fee shall include:

- \$5,000 for annual overhead to Wake County.
- \$10,400 annual overhead to GoWake Access for the processing of applications.
- \$3,660 for the cost of a part-time employee to accept trip reservations on Sunday and holidays.

- \$1,200 for the first year of service only for training.

The total annual overhead cost for the first year of Service shall be \$20,260 or \$1,688.33 per month. The total annual overhead cost for subsequent years of Service shall be \$19,060, or \$1,588.33 per month.

2. Amendment. Section 10 of the Agreement, entitled “Amendment,” is hereby amended to read as follows:

“This Agreement and its attachments contain the full understanding of the Parties. Any extension, modification, or addendum to this Agreement must be in writing and executed with the same formality as this Agreement, except as otherwise provided herein.

It is recognized that minor modifications of the attachments to the Agreement that do not impact the substance of the Agreement may be needed from time to time. Staff representatives of the Parties are permitted to update and amend the attachments to this Agreement with changes that are solely administrative in nature, in order to support the day-to-day implementation of the Agreement. The designated staff representative for the Town of Apex shall be the Director of Planning. The designated staff representative for Wake County shall be the Wake County Human Services Transportation Manager. These changes may include, but are not limited to: editing text for clarity, updating contact information when needed, updating processes that assist with staff’s implementation of the Agreement, or other items not affecting the intent of the Agreement or agreed-upon costs. Proposed changes shall be made in writing and will go into effect upon agreement of staff representatives of both parties, and shall be accompanied by adequate communication to customers and interested parties. For the purpose of said writing, confirmation through electronic mail by the staff representatives shall be sufficient. This permission shall not apply to extensions, modifications, or addenda affecting the text or intent of the Agreement itself.”

3. Appendices. Appendices A, B, and D are hereby amended as shown in the attached which are hereby incorporated into this Renewal.

4. Renewal. In accordance with Section 20 of the Agreement, the parties hereby agree to renew the Agreement for one year beginning July 1, 2023 and ending June 30, 2024, unless further renewed in accordance with the Agreement.

5. Effective Date. This Renewal shall be effective upon execution by both Parties.

The Agreement and Amendment #1 are not otherwise modified except as provided herein.

IN WITNESS WHEREOF, the Parties have entered into this Renewal effective this ____ day of _____, 2023.

Wake County

By: _____
Wake County Manager or Designee

By: _____
Nannette M. Bowler, JD
Director, Wake County Health
& Human Services

The person responsible for monitoring
Wake County contract performance
requirements is Anita Davis-Haywood.
Department Head Initials: _____

By: _____
Annemarie Maiorano
Deputy Director of Operations
Wake County Health & Human Services

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

Chief Finance Officer

Town of Apex

Catherine Crosby, Town Manager

Attest:

Allen L. Coleman, CMC, NCCCC
Town Clerk

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

Antwan Morrison, Finance Director



Americans with Disabilities Act Paratransit Policy

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Introduction

The Americans with Disabilities Act of 1990 (ADA) requires that public entities that operate non-commuter fixed route transportation services also provide complementary Paratransit service for individuals whose disabilities make them unable to use the fixed route system. In addition, public entities subject to the ADA regulations must develop and administer a process for determining if individuals who request service meet the regulatory requirements for eligibility.

Essentially, the ADA requires that Paratransit service be “comparable” to the fixed route service in terms of service levels and availability. There are six (6) service criteria that are used to evaluate ADA Paratransit service comparability to the fixed route. These criteria only represent the minimum service standards and can be exceeded if the local governing body so chooses. The six (6) basic criteria for determining ADA comparability to fixed route service are as follows:

1. Availability in the same area served by the fixed route. Specifically, service must be made available to all origins and destinations within a width of $\frac{3}{4}$ of a mile on each side of each fixed route. This includes an area within $\frac{3}{4}$ miles radius at the end of each fixed route as well;
2. Available to any ADA Paratransit eligible persons at any requested time on any particular day in response to a request for service made the previous day;
3. ADA Paratransit fares that are no more than twice the fare that would be charged to an individual paying full fare for a trip of similar length, at a similar time of day on the fixed route system;
4. There can be no trip restrictions or priorities based on trip purpose;
5. Service must be made available to eligible persons on a next day basis; and
6. There can be no constraints on the amount of service that is provided to any eligible person. Specifically, there can be no operating practice that significantly limits the availability of service to ADA Paratransit eligible individuals.

ADA Paratransit service must be provided to all individuals who are unable, because of their disability, to use the fixed route system, some of the time or all of the time. The criteria for determining eligibility are also regulated by the ADA and the Town of Apex must have a documented process in place to determine if an individual qualifies for ADA paratransit service.

The purpose of this ADA Plan is to document how the Town of Apex intends to meet the requirements for providing paratransit service for the GoApex fixed route system.

Transit Service Providers

GoApex will initially consist of one fixed route that will operate from 6:00am to 10:00pm, Monday through Saturday. The fixed route service will be operated by the Town of Cary. The GoApex paratransit service will be operated by Wake County and will meet all requirements of the ADA, the Code of Federal Regulations (CFR) Title 49 (Transportation), Part 37 - Transportation Services for Individuals with Disabilities and Part 38 - Accessibility Specifications for Transportation Vehicles, and the Federal Transit Administration Circular 4710.1 – Americans with Disabilities Act Guidance.

Transit Service Area, Trip Type, Trip Purpose, Schedule

Service Area

A map of GoApex Route 1 is attached as Appendix A. This route is accessible to persons with disabilities and persons who use wheelchairs. GoWake Access will provide ADA paratransit service to origins and destinations within the paratransit service area of GoApex Route 1, which is the area within $\frac{3}{4}$ -mile of

the fixed-route service. All trip origins and destinations will be within the designated service area. A map of the paratransit service area is provided as Appendix B.

Service Type and Trip Purpose

GoApex complementary paratransit service for ADA-eligible users will be origin-to destination service. This includes:

- Paratransit feeder service to an accessible fixed route, where such service enables the individual to use the fixed route bus system for part of the trip;
- Service from a person's origin to their requested destination.
- Providing transportation services only to authorized passengers.
- Providing door-to-door transportation service for clients as long as it is safe to do so, and while the vehicle remains in full view of the driver. Drivers are not permitted to enter passengers' home or other facilities for any reason. Drivers are not permitted to sign passengers in or out of service buildings.
- Passengers in wheelchairs will be given assistance up and down suitable ramps; however, drivers are not permitted to push wheelchairs up or down any number of steps.
- Requiring all passengers, including those in wheelchairs, to wear seatbelts for their safety. Vendor reserves the right to refuse service to passengers who refuse to comply with this request.
- Children under the age of twelve (12) must be transported with adult supervision.
- Children requiring child restraint seats will be properly secured, using an appropriate child restraint seat provided by the adult, prior to departure.

Wake County will accept and handle all disability trip requests on an equal basis and will not prioritize or restrict trip purposes for paratransit riders. Paratransit service will be provided during the same time period as the GoApex fixed route system.

Since paratransit is a shared-ride service, paratransit rides between Point A and Point B will usually take longer, and involve more intermediate stops, than a taxi ride between the same two points. However, trips would be scheduled to avoid a substantial number of intermediate stops and an excessive total trip time to prevent the service from becoming prohibitively inconvenient. GoWake Access would implement the GoApex Route 1: ADA Paratransit Capacity Constraints Policy and Procedures to monitor ADA paratransit service performance to ensure that operational patterns and practices that may indicate capacity constraints are identified in a timely way. The referenced policy and procedures document is provided as Appendix C.

The Town of Apex plans to operate GoApex Route 1 as a fare-free service; therefore, a fare will not be collected from GoApex ADA paratransit passengers.

Schedule

GoApex Route 1 paratransit service is anticipated to operate Monday through Saturday from 6:00am – 10:00pm. To ensure that complementary paratransit drivers can complete their drop-offs no later than the latest fixed route drop-off, GoWake Access may establish a latest-available return-trip pickup time that reflects the likely travel times for requested trips. GoApex Route 1 paratransit service will not operate on the following holidays: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.

Fleet Inventory, Vehicle Requirements, and Lift Securement and Use

As required by the ADA, per agreements with the Town of Cary and Wake County, the transit fleet serving GoApex Route 1 and the complementary paratransit service will be 100% wheelchair accessible to ensure that persons needing a wheelchair have equivalent access to the transportation services as ambulatory persons.

Vehicles providing the GoApex paratransit service will have the GoWake Access brand. Each vehicle will have capacity for 8 to 10 passengers. Each vehicle will be equipped with a wheelchair lift and will be maintained consistent with the GoWake Access policies. GoWake Access will comply with accessibility specifications for transportation vehicles found in 49 CFR Part 38.

When a lift is discovered to be inoperative, GoWake Access will take the vehicle out of service before the beginning of the vehicle's next service day and ensure that the lift is repaired before the vehicle returns to service. If there is no spare vehicle to take the place of a vehicle with an inoperable lift, such that taking the vehicle out of service would reduce the transportation service GoWake Access is able to provide, GoWake Access will keep the vehicle in service with an inoperable lift for no more than five days.

In accordance with ADA regulations, GoWake Access will provide service to all individuals using mobility devices that fit within the capacity of the lift being operated. Use of the securement system on GoWake Access vehicles will be a required condition of service. All wheelchairs and mobility devices must be secured to the passenger's satisfaction before transport. When transporting passengers using mobility devices, GoWake Access can suggest but not require passengers transfer to a van/bus seat. The passenger, in this case, has the final decision as to whether a transfer is appropriate given the passengers' particular disability.

As the regulations require, a passenger who cannot enter the vehicle using the stairs or ramp, but who does not use a wheelchair, will be allowed to enter the vehicle using the lift. GoWake Access does not provide wheelchairs or other mobility devices.

Eligibility Requirements, Application Process, and Appeals

Paratransit service is available only to individuals with a disability that prevents them from using the fixed route service. The process to initiate eligibility to use paratransit service associated with GoApex Route 1 is consistent with the ADA and the CFR.

GoWake Access will coordinate eligibility screening and determine service provision using an approved Door to Door Application (see Appendix D). According to the CFR, GoWake Access will make an application determination no more than 21 days following the submission of a complete application. If, by a date 21 days following the submission of a complete application, GoWake Access has not made a determination of eligibility, the applicant will be treated as eligible and provided service until and unless GoWake Access denies the application. GoWake Access' determination concerning eligibility will be made in writing. If the determination is that the individual is ineligible, the determination will state the reasons for the finding.

The Town of Apex, in coordination with Wake County, has established an administrative appeal process for denied applicants in the Town of Apex ADA Plan in accordance with the ADA and CFR, this is outlined in Appendix E. For people granted eligibility, the documentation of eligibility will include at least the following information: the individual's name, the name of the transit provider, the telephone number of the GoWake Access paratransit coordinator, an expiration date for eligibility (if applicable), and any conditions or limitations on the individual's eligibility, including the use of a Personal Care Attendant.

Persons denied ADA paratransit eligibility or suspended from service for no-shows or other reasons will have the ability to submit an appeal following the process outlined in Appendix E.

GoWake Access will provide paratransit service for visitors in the GoApex paratransit service area in accordance with the ADA and the CFR. Individuals that other transit agencies have determined to be ADA paratransit eligible can present documentation of eligibility received from these other agencies. GoWake Access will give 'full faith and credit' to the ID card or other documentation from the other transit agency. Visitors with disabilities may not have documentation of ADA paratransit eligibility from another transit agency. For visitors whose disability is apparent, no additional documentation is required. For visitors whose disability is not apparent, requiring documentation of disability, such as a letter from a medical professional will be permitted. GoWake Access will make paratransit service available for any combination of 21 days during any 365-day period beginning with the visitor's first use of the service.

Reservations

Making Reservations and Waiting Lists

Requirements regarding trip reservation will align with the ADA, CFR, and GoWake Access Policy. Every effort will be made to not deny paratransit trips in the GoApex Route 1 paratransit service area during fixed-route operations per the ADA. If a trip is denied, then it will be reported. Waiting lists may not be used to access the ADA paratransit service. Transportation services will be provided on a coordinated, shared ride service design. Disability service will not be limited because of capacity constraints. The number of trips provided to an individual will not be restricted. System capacity will be continually monitored and evaluated to determine the need for modification of resources, such as number of drivers, number of support staff, and number of vehicles. System capacity is considered to be 1 passengers/hour. System performance is measured by the number of passengers/hour the system is carrying, the number of trip denials, and the number of late pickups the system is experiencing.

All transportation reservations must be made through the GoWake Access Call Center. All pickup and drop-off times must be established during the time of trip reservation. GoWake Access will have the option to make trip reservations up to 14 days in advance of an eligible individual's desired trips. Riders must call at least the day before the trip to schedule a ride. GoWake Access will make next-day trip reservation service available during all normal business hours of its administrative offices, as well as during times, comparable to normal business hours, on a day when the entity's offices are not open before a service day. The reservation service on any day does not have to be provided directly by a "real person". An answering machine or other technology will suffice. An individual will be able to reserve service for any time during the next day of service. If an eligible rider leaves a voicemail on a day when GoWake Access offices are not open before a day of service and the eligible rider is unable to be reached, GoWake Access will provide the trip at the time requested. GoWake Access may negotiate pickup times with the passenger, but GoWake Access will not require an eligible rider to schedule a trip to begin more than one hour before or after the individual's desired departure time. The negotiation

window of one hour before or after the individual's desired departure time can be used unless the trip has constraints with respect to when they can begin (e.g., not before the end of the individual's workday or not until after an appointment is over). When scheduling by appointment time, a rider may request either a pickup time or a drop-off time for a given trip, but not both.

Pickup Times

Pickup windows will be consistent with the FTA Circular. Pickup windows will be no longer than 30 minutes in total. GoWake Access will establish a pickup window policy for GoApex Route 1 paratransit service to "bracket" the 30-minute window around the negotiated pickup time (-15/+15 window). If GoWake Access needs to adjust the pickup window, the agency will renegotiate the pickup time with the rider. Such renegotiations with the rider will occur no later than a day before the scheduled travel day. Any negotiations are subject to rider acceptance; if the rider refuses, GoWake Access will provide the trip as previously negotiated. If GoWake Access is unable to reach the rider, the agency will provide the trip as previously negotiated. A driver is considered late if he/she arrives outside of the pickup window.

Drop-off Times

Drop-off times will be consistent under the GoWake Access policy. If the eligible individual gives a time by which they must arrive at their destination, the paratransit trip drop-off must be on time or early. If the passenger arrives at their destination past the designated drop-off time, this would be considered a late trip. If the eligible individual makes a trip reservation for a specific pickup time then a drop-off time does not apply, other than it cannot be an excessively long trip.

No Show Definition and Policy

The Town of Apex maintains a paratransit no-show policy and is included as Appendix F. This policy requests that passengers be ready to be transported within the scheduled 30-minute pick-up window. A No-Show occurs when all of the following criteria are met:

- There has been no call by the rider to cancel the scheduled trip at least 1 hour prior to the start of the pickup window.
- **AND**
- The vehicle arrives at the scheduled pickup location within the 30-minute pickup window.
- **AND**
- The driver has waited 5 minutes after arriving during the pickup window.

After waiting for 5 minutes, the driver is instructed to leave a No-Show tag, and proceed to the next destination.

Accompanying Passengers, Attendants and Companions

The CFR requires that paratransit service be provided to one person accompanying the eligible individual in addition to the eligible individual's Personal Care Attendant (PCA). Other accompanying passengers will be served on a space-available basis. In order to be considered "accompanying" the eligible individual, the other individual(s) must have the same origin and destination as the eligible individual. GoWake Access will require that the eligible individual reserve space for the companion(s) when the individual reserves his or her own ride.

Assistance

Drivers are trained to provide minimal assistance only. Drivers are not trained to provide medical assistance. Passengers are advised that drivers are not permitted to operate a scooter or electric wheelchair onto the lift. The passenger is responsible for getting onto the lift with minimal driver assistance for these devices.

Packages

Passengers will be transported with up to two packages, so long as they can carry them on their own. Packages must fit under seats or be secured to the satisfaction of the driver'.

Accommodating Other Mobility Devices, Life Support Equipment or Service Animals

GoWake Access will permit the use of a lift for personal transportation devices when used as a mobility device by eligible customers as long as it does not exceed the capacity of the lift utilized including the user, per 49 CFR §38. All paratransit passengers will be permitted to travel with service animals trained to assist them.

Use of Portable Oxygen/Respirator Equipment

As required by the ADA, persons using GoWake Access may bring respirator, portable oxygen, and/or other life support equipment on board our vehicles, as long as they do not violate the law or rules relating to the transportation of hazardous materials. All equipment must be small enough to fit into the vehicle safely without obstructing the aisle and/or blocking emergency exits.

Other Assistance

All material made available to applicants and passengers of GoApex complementary paratransit service will be provided in accessible formats upon request. For visually-impaired customers, phone calls will be made in addition to letters referenced in this document. Mobility training will be made available upon request.

Appeals Process

If you have been denied ADA paratransit eligibility or suspended from service for no-shows or other reasons you have the ability to submit an appeal. The appeal process is outlined in Appendix E.

Attachments:

Appendix A: GoApex Route 1 Fixed Route Map

Appendix B: GoApex Route 1 Paratransit Service Area Map

Appendix C: GoApex Route 1 ADA Paratransit Capacity Constraints Policy and Procedures

Appendix D: Town of Apex Door to Door Application

Appendix E: Town of Apex Appeal Process

Appendix F: Town of Apex No-Show Policy

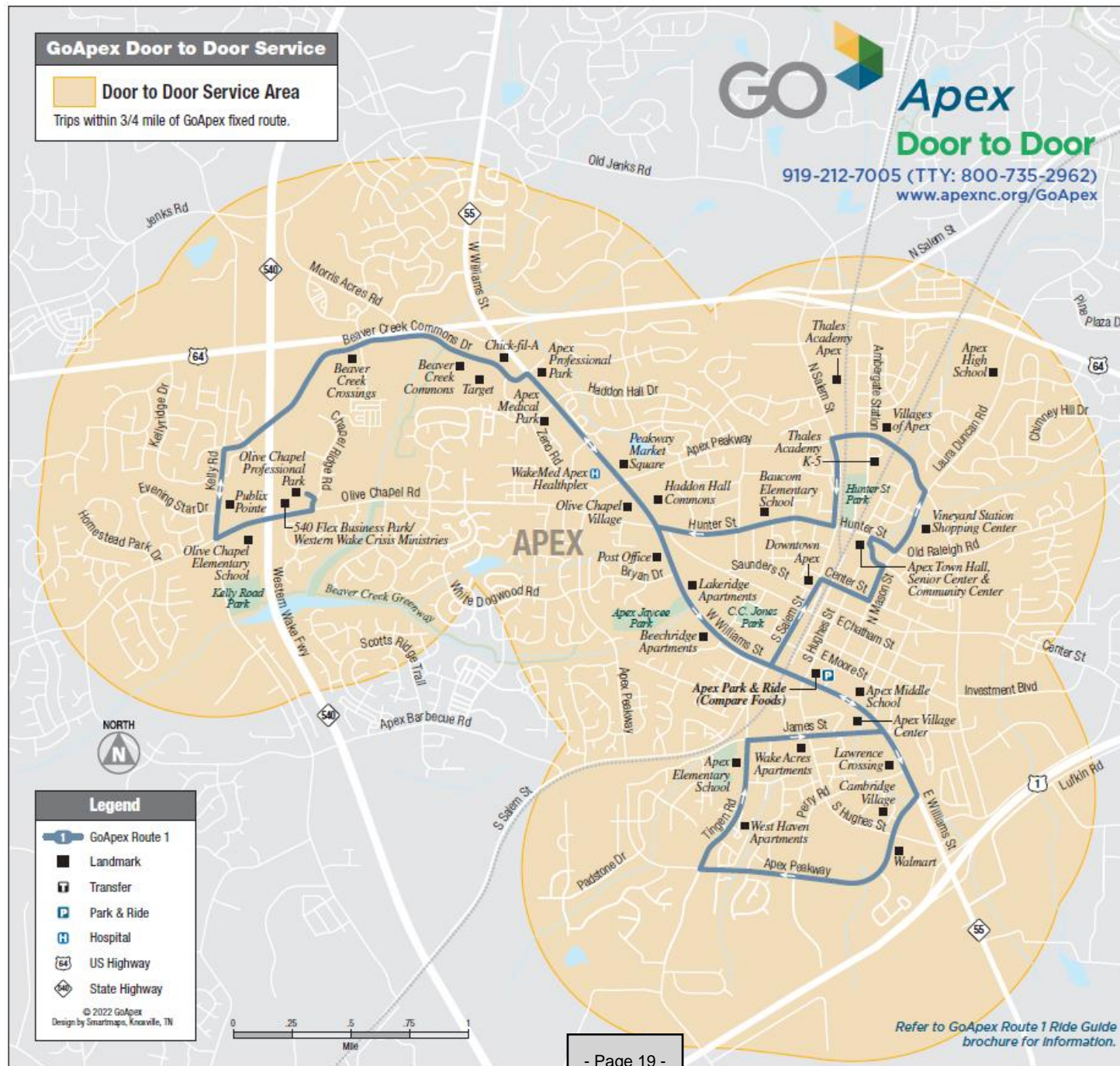
Appendix G: Subscription Service Policy

GoApex Route 1



Schedule and route information subject to change.

Appendix B: GoApex Route 1 Paratransit Service Area Map



Appendix C: GoApex Route 1 ADA Paratransit Capacity Constraints Policy and Procedures

GoApex Route 1: ADA Paratransit Capacity Constraints Policy and Procedures

It is important for GoWake Access and the Town of Apex to monitor ADA paratransit service performance to ensure that operational patterns and practices that may indicate capacity constraints are identified in a timely way.

Excessive Trip Length Policy and Standard

The length of a GoApex paratransit client's ride should be comparable to a ride on the fixed-route service. This includes walk time at both ends of a trip, wait time for a bus, onboard ride time, and transfer time, if applicable. After a year of paratransit operations, The Town of Apex will set a standard for the percentage of ADA paratransit trips with travel times equal to or less than a similar fixed route trip.

Data Analysis Procedures

1. GoWake Access will identify the average paratransit travel time for all GoApex Route 1 paratransit trips. Average travel time can be calculated by reservations/scheduling software. Average travel time over a year's period, which would take into account seasonable variations, will be collected during the first year of service operations.
2. GoWake Access will use scheduling software to generate a list of trips with travel times exceeding that average based on an analysis of the trips taken that month.
3. The Town of Apex will compare travel times for those trips to fixed route itineraries for the same origin and destination and day of week/time of day. Fixed route itineraries should include an estimate of walk, travel, and transfer time for the fixed routes a client would use to make a comparable fixed route trip.
Travel times of comparable fixed route trips will be generated by Google Transit or some other online trip planner, as long as all the elements of the trip (walk, wait, travel, transfer) are included in the itinerary.
Depending on how many trips are on the long trips list, all trips or a sample (every Xth trip, for example) will be analyzed. A sample of 20-30 trips is sufficient.
4. The Town of Apex will calculate the percentage of paratransit trips with travel times that exceed their fixed route equivalents, based on the month's sample. This percentage will be compared against the Town of Apex's standard. The Town of Apex will share these results with GoWake Access.
5. Regardless of the percentage of trips with excessive trip length is within the standard, GoWake Access will also take a closer look at the long trips to see if there is a pattern that should be addressed. For example, clients who are the first on and the last off the vehicle on a regular run to a human service program may experience long travel times every day that could be alleviated by splitting that run in two.

Appendix D: GoApex Paratransit Service Application

Application for GoApex Door to Door Complementary ADA Paratransit Service

GoApex Door to Door is a shared ride service for persons with disabilities that prevent them from using GoApex fixed route service. This service will be provided by GoWake Access.

Interested individuals must complete an eligibility application and receive approval from GoWake Access before reservations will be accepted.

Instructions

Applicants should complete and sign parts A and B of the application. A qualified human services or medical professional with knowledge of your disability must then complete Part C. The fully completed, signed application must then be submitted to GoWake Access for review.

Once your completed application is received it will be reviewed for eligibility. You will be notified in writing of the determination of eligibility within 21 days by GoWake Access. If eligibility is not determined within 21 days of receipt of a completed application, the applicant will be treated as eligible and provided service until a final eligibility determination is made.

Submit your application by Mail to:

GoWake Access
Attn: GoApex ADA Eligibility Intake
4401 Bland Rd
Raleigh, NC 27609

OR, Submit your application by Email to:
TransportationADAApplications@wake.gov

Application

Please complete Parts A and B, then have a medical professional with knowledge of your disability complete Part C. This application will not be reviewed for eligibility until all three parts have been completed.

Date of Application: _____

Part A. General Information (please complete all fields)

Name _____

Date of Birth _____

Physical Address _____

City _____ State _____ Zip Code _____

Mailing Address (if different) _____

City _____ State _____ Zip Code _____

Home Phone _____ Cell Phone _____

Email Address _____

Note: By providing your email address, you agree to receive email communication from GoWake Access and/or The Town of Apex. If you subscribe to the email service option, your email address will not be given to third parties in accordance with state law. We will only use the email to: (1) communicate with you about GoApex matters; (2) share emergency information with you; and/or (3) contact you regarding any email subscriber administrative issues that may arise. For questions, please call (919) 249-1043 or (919) 212-7005.

Part A, Continued:

Emergency Contact Information

Name _____ Relationship _____

Home Phone _____ Cell Phone _____

Are you:

Deaf / Hard of Hearing ☐ Yes

☐ No

Dial 711? ☐ Yes

☐ No

Part A, Continued:

Do you require any of the following? (check all that apply)

Manual Wheelchair	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Power Wheelchair	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Motorized Scooter	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Cane	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Walker	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Crutches	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Braces	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Service Animal	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Oxygen	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

Other (please explain):

If you use a wheelchair or scooter:

What is the combined weight (_____ lbs) of the passenger and the wheelchair/scooter?

What is the length (_____ inches) and width (_____ inches) of the wheelchair/scooter?

Is your home equipped with a wheelchair ramp? ☐ Yes ☐ No

IMPORTANT NOTE: Passengers who use wheelchairs/scooters must have a ramp if steps are present. Driver's will not "bump" passengers up/down stairs or in/out of houses/buildings. Lastly, please be aware that the lift capacity is 750lbs.

I understand that the purpose of the application is to determine if I am eligible for GoApex's Door to Door transportation service. I certify that the information provided in this application is true and correct to the best of my knowledge and that the application will be returned to me if it is not complete, which delays processing. I understand that falsification or misrepresentation of facts, or changes in my medical condition, may result in changes to my certification status. I further understand that additional information from my healthcare professional related to my disability or medical condition may be required for ADA complementary paratransit service and will be used to help determine my eligibility. I agree to notify GoWake Access if I no longer need to use the GoApex Door to Door service.

Signature of Applicant: _____ **Date:** _____

(Applicants must be 18 years of age to sign independently. Otherwise, the signature of a guardian is required.)

If someone other than the applicant has completed this application, the following information must be provided.

Printed Name: _____

Signature: _____

Daytime Telephone Number: _____

Relationship to Applicant: _____ **Date:** _____

Part B. Disabling Condition and Certification

1. What is the disability or health condition that prevents you from using GoApex's fixed route buses? (Please be specific but use layman's terms).

2. How does this disability or health condition limit or prevent you from using GoApex's fixed route service? Please be specific.

3. Are the conditions you described:

☐

Permanent

☐

Vary day to day

☐

Temporary

If Temporary, what is the anticipated end date?

4. Do you have medically defined cold sensitivity?

☐

Yes

☐

No

Above or below what temperatures? _____

If Yes, please explain: _____

5. Do you have medically defined heat sensitivity?

☐

Yes

☐

No

Above or below what temperatures? _____

If Yes, please explain: _____

Part B, Continued:

6. Do other weather conditions affect your disability?

☐

Yes

☐

No

If Yes, please explain:

7. Do you have a visual impairment?

☐

Yes

☐

No

☐

Sometimes

If Yes or Sometimes, please explain:

8. Is your breathing affected by weather or environmental conditions?

☐

Yes

☐

No

☐

Sometimes

If Yes or Sometimes, please explain:

9. Are any of the following skills affected by your disability?

If the answer is Sometimes, Never, or Not Sure, please explain by describing the effect and the extent of limitation caused by the disability.

Applicant can:

a) Cross a street with

☐

2-3 lanes

☐

4-6 lanes

☐

Never

Comments: _____

b) Step on/off curbs

☐

Always

☐

Sometimes

☐

Never

☐

Not Sure

Comments: _____

Part B, Continued:

c) Stand on a moving bus holding onto a handrail

☐ Always ☐ Sometimes ☐ Never ☐ Not Sure

If sometimes, how long (in minutes)? _____

Comments: _____

d) Find my own way to the bus stop without assistance

☐ Always ☐ Sometimes ☐ Never ☐ Not Sure

Comments: _____

e) Find my own way to the bus stop if I receive training

☐ Always ☐ Sometimes ☐ Never ☐ Not Sure

Comments: _____

f) Travel alone outside the house

☐ Always ☐ Sometimes ☐ Never ☐ Not Sure

Comments: _____

g) Leave the house on time

☐ Always ☐ Sometimes ☐ Never ☐ Not Sure

Comments: _____

Part B, Continued:

h) Seek and act on directions

☐ Always ☐ Sometimes ☐ Never ☐ Not Sure

Comments: _____

i) Safely and independently travel $\frac{1}{4}$ of a mile (4 blocks) without help from another person

☐ Always ☐ Sometimes ☐ Never ☐ Not Sure

Comments: _____

j) Wait at a bus stop ☐ Always ☐ Sometimes ☐ Never ☐ Not Sure

If sometimes, how long (in minutes)? _____

Comments: _____

k) Board the correct bus ☐ Always ☐ Sometimes ☐ Never ☐ Not Sure

Comments: _____

l) Transfer from one bus to another

☐ Always ☐ Sometimes ☐ Never ☐ Not Sure

Comments: _____

m) Exit at the correct destination

☐ Always ☐ Sometimes ☐ Never ☐ Not Sure

Comments: _____

Part B, Continued:

n) Tell/monitor time ☐ Always ☐ Sometimes ☐ Never ☐ Not Sure

Comments: _____

o) Walk on hills/steep terrain

☐ Always ☐ Sometimes ☐ Never ☐ Not Sure

Comments: _____

p) Deal with unexpected situations

☐ Always ☐ Sometimes ☐ Never ☐ Not Sure

Comments: _____

10. If GoApex offered free training on how to ride the fixed route buses, would you be interested?

☐ Yes ☐ No

If No, please explain: _____

11. ~~Do~~ you require a Personal Care Attendant (PCA) to assist with travel? A PCA is any individual who assists you with carrying out your life activities and is different than a guest or companion. Your PCA may accompany you at no additional charge.

☐ Yes, Sometimes ☐ Yes, Always ☐ No

12. ~~How~~ far can you walk/travel by yourself or with the assistance of a mobility aid (choose one of the options below and fill in a number beside it)?

Feet Blocks Miles

Applicant Name _____

Authorization for Release of Information

I authorize the professional who has completed part C of this application to release to GoWake Access, information about my disability or health condition and its effect on my ability to travel on the GoApex fixed route service. I understand that I may revoke this authorization at any time.

I, the applicant, understand that the purpose of this application is to determine my eligibility to use the GoApex Door to Door services. I agree to release the information requested to GoWake Access and any eligibility review panel and understand that the information contained herein will be treated confidentially, unless otherwise required by law. I understand further that GoWake Access reserves the right to request additional information at its discretion. I agree to notify GoWake Access of any changes in the status of my disability that affects my ability to use the GoApex Door to Door services. I also understand that this may affect my eligibility as a rider.

C. Health Care Provider Verification

Signature of Applicant: _____ **Date:** _____

(Applicants must be 18 years of age to sign independently. Otherwise, the signature of a guardian is required.)

Dear Verifying Professional:

You are being asked by the applicant named in Part A of this application to provide information regarding their ability to use the public transportation services of GoApex, as described in Part B. GoApex provides transportation services to eligible persons with disabilities who cannot use regular fixed route bus services. The information you provide

will allow us to evaluate the request and determine the individual's specific needs. Thank you for your cooperation in this matter.

PLEASE NOTE: The GoApex fixed route bus service available within the Town of Apex is accessible to persons with disabilities.

The individual applying for service under the Americans with Disabilities Act (ADA) **MUST BE UNABLE TO ACCESS THESE SERVICES** due to:

- Conditions which prevent them from getting to or from a GoApex fixed route bus stop, or transferring between vehicles **and/or**
- Conditions which prevent them from being able to plan for, board, ride, or disembark an ADA accessible fixed-route vehicle

The completed application must be submitted to GoWake Access within thirty (30) days of completion by the selected professional and can be returned to the applicant or sent to the following:

By Mail: GoWake Access
Attn: GoApex ADA Eligibility Intake
4401 Bland Rd
Raleigh, NC 27609

By Email: TransportationADAApplications@wake.gov

(PLEASE PRINT)

Name of Applicant: _____

1. Capacity in which you know the applicant: _____

2. When was the applicant last treated or seen by you? _____

3. On average, how frequently is the applicant seen by you? _____

4. Has the applicant been diagnosed with a physical, cognitive, psychological, or other disability that would prevent them from using GoApex's fixed route bus service?

☐

Yes

☐

No

5. Is the applicant's disability:

☐

Physical

☐

Cognitive

☐

Psychological

☐

Other

6. What is the applicant's disability (Please be specific but use layman's terms)?

7. What is the date of onset? _____

8. Does the applicant's disability or condition prevent the use of regular fixed route bus service?

☐

Yes, Sometimes

☐

Yes, Always

☐

No

If Sometimes or Always, please explain:

9. Could the applicant use regular fixed route buses with travel training? Travel training is an instructional process where individuals learn how to navigate and ride public transit safely and independently. It can be offered through one-on-one training or group training.

☐

Yes, Sometimes

☐

Yes, Always

☐

No

If Sometimes or Always, please explain:

11. How far can the applicant walk/travel by themselves or with the assistance of a mobility aid? (choose one of the options below and fill in a number beside it)

☐

Feet

☐

Blocks

☐

Miles

12. What is the expected duration of this individual's condition?

☐

Temporary: Approximate expected duration until _____

☐

Long-term: Potential for improvement or periods of remission

☐

Permanent: No expectation of functional improvement

I have read Parts A and B in their entirety

☐

Yes

☐

No

I agree with the information provided in Part B

☐

Yes

☐

No

If no, please explain:

Please choose the statement below which best represents your professional opinion regarding the applicant's use of public transportation:

☐

The applicant should be able to access fixed route public transportation successfully.

☐

The applicant can use fixed route public transportation successfully but may need to utilize Door to Door service **under certain conditions** due to a disabling condition or functional limitation.

Please explain conditions:

☐

The applicant cannot use fixed route public transportation due to a disabling condition or functional limitation and requires Door to Door service **without conditions**.

Printed Name _____

Title _____
(If not a licensed physician, please indicate Title & Certification)

Organization/Practice _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____

Fax #: _____

Email address: _____

Signature: _____ **Date:** _____

Applicant Name _____

FOR GOWAKE ACCESS USE ONLY

APPROVED _____ DENIED _____

UNCONDITIONAL _____ CONDITIONAL _____ TEMPORARY _____

ISSUED BY _____ TITLE _____

DATE _____ FILE NUMBER _____

Appendix E: GoApex Appeal Process

Denial of Paratransit Service

GoWake Access will carefully review each application to ensure that only qualified persons are approved. Upon completion of review, a letter of certification or denial will be mailed. If your application for paratransit service was denied, you have the right to appeal this decision.

ADA Application Appeals

To appeal the decision, you will need to submit your request in writing, sixty (60) days within receipt of the denial letter.

Appeals may be mailed to:

**ATTN: Paris Butler, GoWake Access
4401 Bland Road Raleigh, NC 27609**

Your appeal will be heard by an ADA Appeals Board. The ADA Appeals Board consists of individuals who are not involved in the initial certification process. Their decision is made independently of the ADA Certification Process.

Upon receipt of your letter, GoApex will set up a meeting with the ADA Appeals Board. You will be notified by mail of the date and time of this meeting. You will have the opportunity to submit any additional information and written evidence and/or arguments to support your qualifications for service. You may bring a representative with you to this meeting.

You will be notified of the Appeals Board's decision in writing within thirty (30) days of the hearing. The Board's decision is final.

Denial of Paratransit Service Due to No-Show:

If a rider has a pattern and practice of No-Shows/Late Cancellations as provided above, GoWake Access will send them a suspension letter or email, proposing to suspend service with instructions on the appeals process (with an option for an in-person appeal). The notice will specify the basis of the proposed action and set forth the proposed suspension. The notice will advise the individual of the right to appeal the assessment of any no-shows/late cancellations and/or suspensions of service by submitting a letter of appeal to GoWake Access. Individuals will have 60 days (or 90 days if the individual has a good reason for delay) from the date of the written notice to submit their request for an appeal. GoWake Access will not require such requests to include the basis or reasons for the appeal. The choice to submit written information in advance of or instead of an appeal hearing would be for the appellant to make. GoWake Access will provide the individual with a hearing to present information and arguments and review the situation and provide the individual with transportation services if the decision to suspend transportation services was wrong. A local hearing will be held within five (5) days of the individual's request unless the individual asks for it to be postponed. The hearing can be postponed (for a good reason), for as much as 10 calendar days. To the extent practicable, the individuals deciding appeals will not be those involved with the initial decision to suspend service. GoWake Access will provide written

notification of the decision and the reasons for it. GoWake Access will not be required to provide paratransit service to the individual pending the determination on appeal. However, if a decision has not been made within 30 days of the completion of the appeal process, GoWake Access will provide paratransit service from that time until and unless a decision to deny the appeal is issued. Critical needs clients such as, dialysis and chemotherapy patients will not have their paratransit services suspended. All appeals must be submitted in writing within 30 days. Please include the time, date and pickup address of the no-showed ride you are appealing.

Appendix F: GoApex No Show Policy

No-Shows and Late Cancellations

No-Show and Late Cancellation policies will be in compliance with the ADA and CFR. To avoid a No-Show or late cancellation, the client must be ready at the designated place for pickup within the pickup window given by the Customer Service Representative.

No-Show

A No-Show occurs when all of the following criteria are met:

- There has been no call by the rider to cancel the scheduled trip at least 1 hour prior to the start of the pickup window.
- AND**
- The vehicle arrives at the scheduled pickup location within the 30-minute pickup window.
- AND**
- The driver has waited 5 minutes after arriving during the pickup window.

After waiting for 5 minutes, the driver is instructed to leave a No-Show tag, and proceed to the next destination.

Late Cancellation

A late cancellation occurs when the rider does not call to cancel a specific scheduled trip at least 1 hour prior to start of the pickup window. Late cancellations will be treated as “No-Shows”.

No-Shows Beyond Passenger’s Control

Trips cancelled for reasons that are beyond the rider’s control will not be considered “No-Shows”. This includes missed trips resulting due to sudden illness, family or personal emergency, transit connection delay, appointment delay, extreme weather conditions, operator error, paratransit lateness, or other unforeseen reasons for which it is not possible to call to cancel in time or to take trips as scheduled.

Subsequent Trips

If a rider has a No-Show for the outgoing portion of a round trip, they will still keep return trips and subsequent trips on schedules unless there was an indication from a rider or other reliable source that they will not need the return trips. GoWake Access will attempt to contact the client to see if they need the return trip to avoid another No-Show.

No-Show Notifications

GoWake Access will send a written warning after five (5) No-Shows. The written correspondence will list the total number of No-Shows and the percent of No-Shows in reference to the total number of trips booked in the calendar month. Specific dates, times, and locations of each No-Show in the calendar month will be provided in writing upon rider request.

Pattern and Practice of No-Shows

Riders may be suspended from paratransit service when they show a “pattern and practice” of No-Shows, which occurs when:

- A rider has five (5) or more No-Shows in a calendar month; AND
- The number of No-Shows represents more than 15% of the trips booked by the rider in a calendar month.

Suspension Periods

The following suspension periods shall apply:

- 1st violation: Warning Letter/Email
- 2nd violation: 7-day suspension
- 3rd violation: 14-day suspension
- 4th violation: 30-day suspension.

Notification of No-Show Policy

ADA Patron Address

Dear

It is the policy of GoApex to inform our patrons of factors that may affect their transit services. No-shows are one of those factors.

No-Shows, as well as late cancellations, result in wasted trips which could have been used by other passengers. It is the policy of GoApex to record each customer's no-shows and apply appropriate sanctions when customers establish a pattern of excessive No-Shows.

For your information, attached is the policy that provides what defines a No-Show and what actions may be taken.

Thank you for your patronage.

Appendix G: Subscription Service Policy

For GoApex Door to Door passengers who need a ride to the same place, at the same time, on a daily, weekly, or monthly basis, “Subscription Service” is offered as a privilege to help meet passengers’ scheduling and transit needs. This service allows a passenger to schedule their ongoing trips with one call. The passenger will then be automatically placed on the Door to Door schedule each week. Passengers may ask the GoWake Access call center representative for more details regarding this option. All GoApex Door to Door customers are able to request multiple trips in one call as long as the advance notice requirements are met (i.e., trip requests are made between one (1) and fourteen (14) days in advance). Subscription trips are different in that once the recurring reservation is set up, the customer does not have to call in to reserve those ongoing trips over time.

- This service is a privilege. Based on demand, it may be necessary to limit the number of subscription trips, to allow for providing service to the greatest number of customers. If this happens, requests may be resubmitted at a later date if the time slot becomes available.
- GoApex reserves the right to limit subscription trips to maintain 50% or less subscription trips at any given time period per Americans with Disabilities Act guidelines for paratransit service (see 49 CFR §37.133). Subscription trips are taken on a first-come, first-served basis and are limited based on overall demand by time of day.
 - Time periods are considered an hourly period (ex. 8am-9am) on any given day of the week, and apply to both outgoing and return trips. For example, subscription trips may be fully booked at the 8am hour on Mondays, but be available at the 2pm hour.
- The GoApex Door to Door No Show Policy applies to subscription service.

Subscription Trip Cancellations:

- If you are receiving subscription service, it is important to let GoWake Access know immediately if you do not need a ride on a particular pre-scheduled day. This way, GoWake Access can make the adjustment on their paratransit service schedule in advance.
 - For example, if a passenger has subscription service for a trip to school each weekday, they will need to cancel trips in advance of holiday and vacation times when school is not in session. This will help us avoid unnecessary trips or missed connections.
 - Trips cancelled less than one week in advance will jeopardize the ability of others to reserve that time slot and are subject to the GoApex No-Show policy.
 - Passengers cancelling one-third (33%) of their subscription trips in one month may lose the recurring time slot, even if cancellations are made with adequate notice.
- Passengers may cancel their subscription service by calling the trip reservation line. Please be clear about whether you are cancelling one trip or all subscription trips.

Attachment B – Wake County Complaints and Appeals Policy

COMPLAINTS

Was there a problem with your transportation?

For a commendation or a complaint to be filed, the customer must call the GoWake Access Call Center at (919) 212-7005 press option 4 or contact the Consumer Experience Management Team at 919-212-7155. Complaints may also be filed online:

<http://www.wakegov.com/humanservices/administration/Pages/HSComplaintForm.aspx>

Complaints must be reported within 24-48 hours after the incidence. The representative will enter the information into a database and distribute to the appropriate person. We appreciate any and all timely feedback, with as much detail as possible.

The GoWake Access staff will follow up with the appropriate persons to correct and resolve the issue. The customer will receive a phone call/letter verifying that the complaint was filed and what the corrective measures are.

If dissatisfied with the resolution, then clients may appeal actions taken on complaint resolutions within 7 days of the date of the resolution notification by addressing the Transportation Manager in writing at the address below. The appeal should include all relevant information.

**GoWake Access Services
220 Swinburne Street
PO Box 46833
Raleigh, NC 27620-6833
Attn: Anita Davis, Transportation Manager**

APPEALS

Complainant may appeal actions taken on complaint resolution within seven (7) days of date of resolution notification by addressing the Transportation Manager in writing at the address below. The appeal should include all relevant information.

Wake County Human Services
Transportation Manager
220 Swinburne St
P O Box 46833
Raleigh, NC 27620-6833

The Transportation Manager will attempt to resolve the appeal by contacting the complainant and other relevant parties. If the Transportation Manager cannot resolve the complaint in three (3) business days, then the appeal will be forwarded and considered by the WCHS Deputy Director. The WCHS Deputy Director will respond to the complainant in writing within five (5) working days. The decision of the WCHS Director is final. Appeals and their final resolution will be entered into the Lotus Notes database

and will be reported as part of the GoWake Access vendor's monthly management report, which is provided to GoWake Access staff and Sponsor Agencies.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 13, 2023

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 27, 2023, on the Question of Annexation - Apex Town Council's intent to annex 0.67 acres Alderwood Pond, Annexation No. 757 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. 757
- CN2-A3: Aerial Map - Annexation No. 757
- CN2-A4: Plat Map - Annexation No. 757
- CN2-A5: Annexation Petition - Annexation No. 757





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

Annexation Petition #757
Alderwood Pond – 0.67 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 June, 2023.

Jacques K. Gilbert
Mayor

ATTEST:

Allen L. Coleman, CMC, NCCCC
Town Clerk



CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition #757
Alderwood Pond – 0.67 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 June, 2023.

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 #757
Alderwood Pond – 0.67 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 June, 2023.

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 June, 2023.

Jacques K. Gilbert, Mayor

ATTEST:

Allen L. Coleman, Town Clerk

Attachment: Legal Description

POND ANNEXATION AREA

Commencing at an iron pipe being the northeast property corner of Lot 2 as shown in Book of Maps 2022, Page 736 of the Wake County Registry, thence South 09°41'58" East a distance of 21.06 feet to the **Point of Beginning**, thence South 09°41'58" East a distance of 305.75 feet to a point; thence South 79°51'43" West a distance of 100.96 feet to a point; thence North 04°38'25" West a distance of 93.33 feet to a point; thence North 09°49'58" West a distance of 187.40 feet to a point; thence North 62°21'21" West a distance of 10.07 feet to a point; thence North 31°29'19" West a distance of 2.05 feet to a point; thence North 04°08'37" East a distance of 10.30 feet to a point; thence South 66°40'13" East a distance of 9.19 feet to a point; thence North 47°45'30" East a distance of 36.06 feet to a point; thence North 86°06'28" East a distance of 61.68 feet to the **Point of Beginning**, containing 28,989 square feet, or 0.67 acres.

*The Preserve
at White Oak Creek*

Rambling Creek Rd

Annexation #757

Alderwood

Jenks Rd

*Townes at
Westford*

Haybeck Ln

*Westford
Apartments*

Public Hearing Sign Posted By

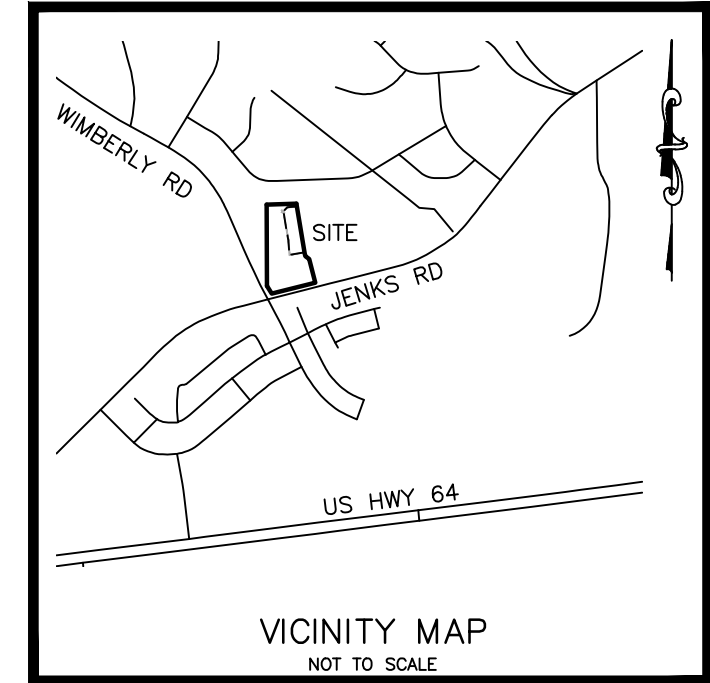
M. Silt

4/11/2023

Signature

Date

0 250 500
Feet



SURVEYOR'S CERTIFICATE

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

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE: G.S. 47-30 (F)(11)(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 DAY OF _____, A.D., _____.

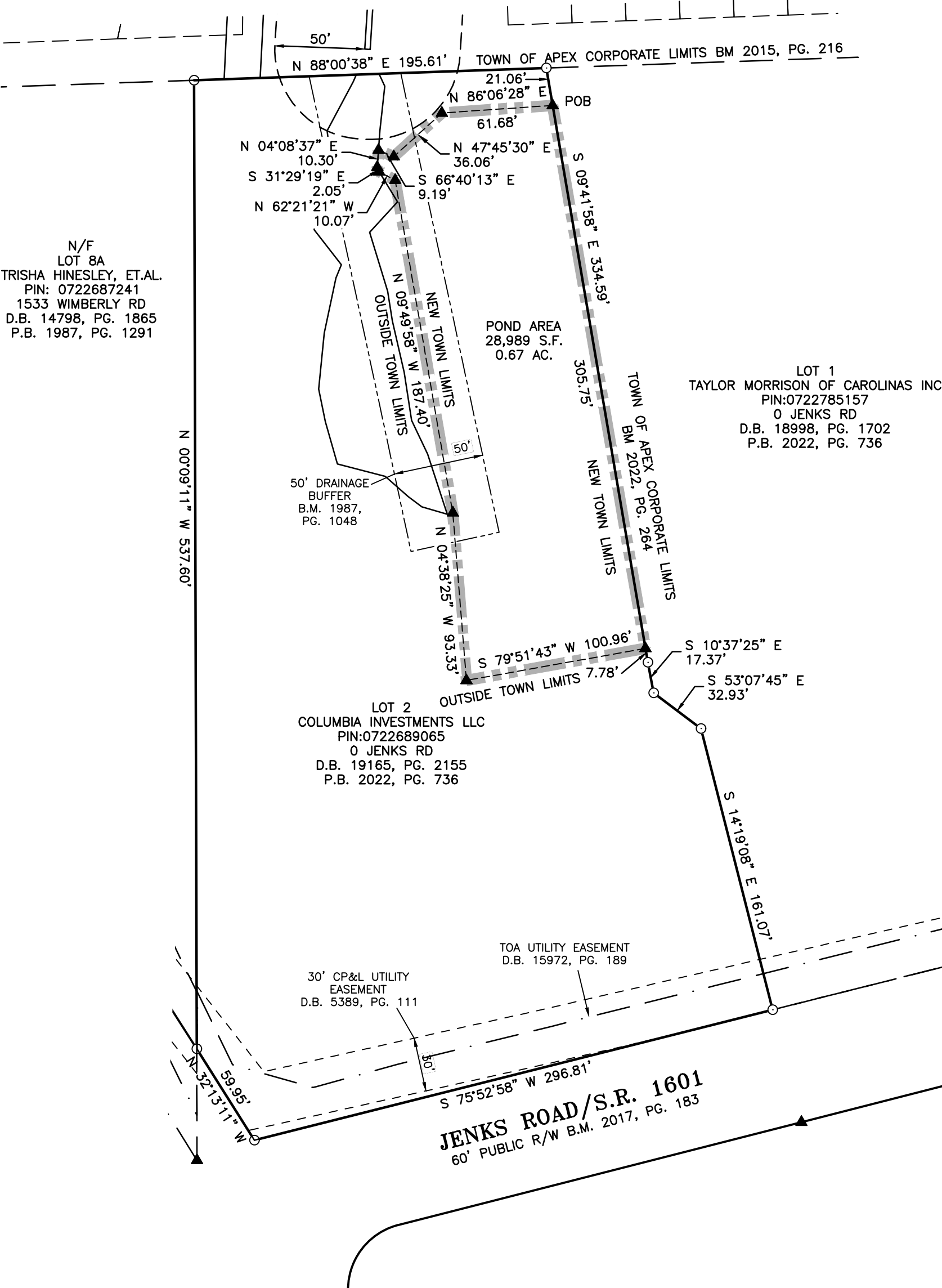
JAY B. TAYLOR, PROFESSIONAL LAND SURVEYOR L-5472



AREA OF
ANNEXATION
0.67 ACRES +/-

GENERAL NOTES

1. THIS IS AN ANNEXATION PLAT.
2. BEARINGS FOR THIS SURVEY ARE BASED ON NC GRID NAD 83(2011).
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
4. AREA BY COORDINATE GEOMETRY.
5. FLOOD NOTE: THIS PROPERTY IS PARTIALLY NOT IN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONE "X" AS DEFINED BY F.E.M.A F.I.R.M COMMUNITY PANEL 3720072200J DATED 5/2/2006.
6. REFERENCES: AS SHOWN
7. UTILITY STATEMENT
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
8. THIS SURVEY PERFORMED AND MAP PREPARED WITHOUT BENEFIT OF A TITLE REPORT. THIS SURVEY SUBJECT TO ANY FACTS AND EASEMENTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
9. NO GRID MONUMENTS FOUND WITHIN 2000' OF SITE.
10. ELEVATIONS FOR THIS SURVEY ARE BASED ON NAVD 88
11. TREE LOCATIONS PROVIDED BY SOIL & ENVIRONMENTAL CONSULTANTS, PA; PROJECT NO. 14889.W1
12. ZONING DISTRICT PUD-CZ (#21CZ09)



LEGEND

- EXISTING IRON PIPE
- EXISTING CONCRETE MONUMENT
- △ EXISTING NAIL
- IRON PIPE SET
- CONCRETE MONUMENT SET
- ▲ CALCULATED POINT
- XXXX ADDRESS
- ANNEXATION

CERTIFICATE OF ANNEXATION:

ANNEXATION # _____

I, DONNA B. HOSCH, MMC, NCCMC, TOWN CLERK, APEX, NORTH CAROLINA
CERTIFY THIS A TRUE AND EXACT MAP OF ANNEXATION ADOPTED THE _____
DAY OF _____, 20____, BY THE TOWN COUNCIL. I SET MY
HAND AND SEAL OF THE TOWN OF APEX, _____
DAY/MONTH/YEAR

DONNA B. HOSCH, MMC, NCCMC, TOWN CLERK

McADAMS
The John R. McAdams Company, Inc.
2905 Meridian Parkway
Durham, NC 27713
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

TAYLOR MORRISON HOMES
15501 WEST PARKWAY SUITE 100
CARY, NORTH CAROLINA 27513
MARK ALTMAN
PHONE: 919.407.1232

ALDERWOOD
ANNEXATION MAP FOR
THE TOWN OF APEX
0 JENKS ROAD

WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

REVISIONS

NO. DATE

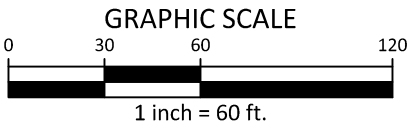
PLAN INFORMATION

PROJECT NO. 2020110080
FILENAME 2020110080-Z2
SURVEYED BY RTF
DRAWN BY KMM
SCALE 1"=60'
DATE 03.01.2023

SHEET

ANNEXATION

1-1



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: \$200.00

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

ELECTRONIC SUBMITTAL REQUIREMENTS: [IDT Plans](#)

- 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 Department of Planning and Community Development and upload an electronic copy of the application, legal description and Annexation Plat via [IDT Plans](#).
- **REVIEW BY STAFF:** The Planning and Community Development 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) Mylar annexation plats to the Department of Planning and Community Development 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 Department of Planning and Community Development, 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 Director Michael Deaton at 919-249-3413 or michael.deaton@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 #: _____

Submittal Date: _____

Fee Paid \$ _____

Check # _____

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

OWNER INFORMATION

Columbia Investments LLC

P/O 0722689065

Owner Name (Please Print)

Property PIN or Deed Book & Page #

310 962 1104

anilc@ana@gmail.com

Phone

E-mail Address

ANIL M. CEEANDARANA

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: McAdams

Phone: 919-361-5000

Fax: 919-361-2269

E-mail Address: martin@mcadamsco.com

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	0.67 acres	Need water service due to well failure	<input type="checkbox"/>
Population of acreage to be annexed:	0	Need sewer service due to septic system failure	<input type="checkbox"/>
Existing # of housing units:	0	Water service (new construction)	<input checked="" type="checkbox"/>
Proposed # of housing units:	0	Sewer service (new construction)	<input checked="" type="checkbox"/>
Zoning District*:	PUD-CZ	Receive Town Services	<input checked="" type="checkbox"/>

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF IN A LIMITED LIABILITY COMPANY

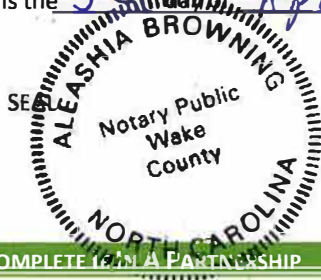
In witness whereof, Columbia Investments LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 3rd day of April, 2023

Name of Limited Liability Company COLUMBIA INVESTMENTS LLC.

By: X A. H. C.
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Aleashia Browning a Notary Public for the above State and County, this the 3rd day of April, 2023.



Aleashia Browning
Notary Public

My Commission Expires: 9/29/25

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: June 13, 2023

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to schedule a second budget public hearing for June 27, 2023 on the Annual Operating Budget and Capital Improvement Plan (CIP) for fiscal year 2023-2024.

Approval Recommended?

Yes

Item Details

The proposed Budget is summarized as follows:

General Fund	102,072,200
Electric Fund	51,837,800
Water/Sewer Fund	28,974,200
Stormwater	2,671,900
Other/Special Funds	27,854,400
TOTAL	213,410,500

The proposed Budget as presented includes an increase of \$.03 in the ad valorem tax rate to \$0.44 per \$100 valuation. There are proposed changes to the electric, water, sewer and solid waste rates.

Pursuant to NCGS 158-7.1, notice is hereby given that said information will be a part of the Annual Budget Public Hearing of the Apex Town Council for the purpose of soliciting comments relative to the following monetary appropriations for economic development purposes:

Economic Development:

Personnel Salaries & Benefits:	487,900
Operations, Training, Supplies and Equipment:	114,200
Professional Services - Potential site development:	20,000
Economic Incentives	126,000
Special Programs - Initiative to promote local spending & awareness:	13000
TOTAL	761,100

Adoption of the Annual Operating Budget & CIP for Fiscal Year 2023-2024 is anticipated on June 27, 2023. A copy of the adopted FY 2023-2024 Annual Operating Budget & CIP schedule is attached.

Attachments

- CNXX-A1: FY2023-2024 Annual Operating Budget and Capital Investment Plan Schedule



FY 2023-2024 CIP & Budget Schedule

October 17, 2022	Departments' Preliminary Capital Improvement Plan Requests Due
November 4, 2022	Draft Capital Improvement Plan Completed with Departments / Review with Assistant Managers
November 11-23, 2022	Staff Committee Scoring/Evaluation of CIP Projects
December 7, 2022	Evaluation of CIP Projects Completed with Town Manager
December 9, 2022	New Line-Item Additions Due, Chart of Accounts
January 3, 2023	Preliminary Budget Worksheets Distributed with Current YTD Expenditures
January 13, 2023	Town Council Strategic Planning Session
January 24, 2023	Pre-Budget Public Hearing
January 20, 2023	Capital Improvement Plan to Council for project evaluation & ranking
	Internal Requests to Other Departments Due (IT, Facilities, etc.)
	New Position Requests Due to Human Resources
Jan. 23-Feb. 6, 2023	Internal Position Validation
February 8, 2023	Recommend Positions to Human Resources for Classification
February 17, 2023	Annual Retreat / Council Review of CIP / Prioritization of Projects for FY22-23
February 13-24, 2023	Preliminary Department Budget Meetings with Budget Staff
February 28, 2023	Non-Profit Applications Due
	Proposed Rate & Fee Changes Due
March 1, 2023	Departmental Requests Completed & Returned
March 8, 2023	Baseline Payroll Projections Completed
March 13-24, 2023	Departmental Budget Conferences (as needed)
March 23, 2023	Personnel (Classification/Compensation/Benefits)/Finance Committee Meeting
March 27-30, 2023	Year End Projections & Adjustments Completed
March 31, 2023	Preliminary Revenue Projections Completed
April 6, 2023	Finance Committee Meeting
April 10, 2023	Finance/Personnel Committee Meeting
April 20, 2023	Budget Distributed to Town Council
May 5, 2023	Town Council Budget Workshop
May 23, 2023	Public Hearing on Proposed Budget
June 8, 2023	Town Council Budget Workshop
June 13, 2023	Budget Ordinance / CIP Adopted
July 1, 2023	New Fiscal Year Begins



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 13, 2023

Item Details

Presenter(s): Eric Neumann, Director

Department(s): Electric Utilities

Requested Motion

Motion to adopt Budget Ordinance Amendment 18 to appropriate funds for electric system expansion.

Approval Recommended?

Yes

Item Details

The proposed projects and estimates are as follows:

- 41800 Utility System Maintenance: \$42,000
- 47300 Capital Outlay Improvements: \$330,000

Projects under construction accounting for additional fund request are:

- Belterra (Jordan Vistas)
- Depot 499
- Hudson Landing
- Jainix Green
- Preserve @ White Oak
- West Village South
- Primrose
- Triangle Math & Science
- Pleasant Park
- Olive Chapel Professional Park
- Friendship Station Rec site
- Cash Corporate Center Lot B
- Sweetwater

Funding for the budget amendment includes increased revenues associated with development (underground primary and secondary fees) and unbudgeted revenues realized in interest earned and miscellaneous revenue.

Attachments

- CN3-A1: Budget Ordinance Amendment No. 18





Town of Apex

Budget Ordinance Amendment No. 18

BE IT ORDAINED, by the Council of the Town of Apex that the following Budget Amendment for the Fiscal Year 2022-2023 Budget Ordinance be adopted:

Electric Fund Fund

Section 1. Revenues:

30-0000-36100: Interest Earned	\$	170,000
30-0000-35511: Underground Primary	\$	84,000
30-0000-37100: Miscellaneous Revenue	\$	63,000
30-0000-35512: Underground Secondary	\$	55,000
Total Revenues	\$	372,000

Section 2. Expenditures:

30-8300-41800: Utility System Maintenance	\$	42,000
30-8300-47300: Capital Outlay Improvements	\$	330,000
Total Expenditures	\$	372,000

Section 7. Within five (5) days after adoption, copies of this Amendment shall be filed with the Finance Officer and Town Clerk.

Adopted this the 13th day of June, 2023.

Attest:

Jacques K. Gilbert, Mayor

Allen L. Coleman, CMC, NCCCC
Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 13, 2023

Item Details

Presenter(s): Amanda Grogan, Director

Department(s): Budget & Performance Management

Requested Motion

Motion to approve a Capital Project Ordinance Amendment No. 2023-08 to transfer appropriate funds for the Town Wayfinding Project and Hunter Street Bike Track Project.

Approval Recommended?

Yes

Item Details

The Capital Project Ordinance Amendment transfers funds already approved by Town Council in the Fiscal Year 2023 Budget to a Capital Project Fund for better accounting of project phases and costs. The **two** projects are:

- Hunter Street Bike Track \$250,000: Construction of a bike track at the north end of the park. The bike track will consist of natural surfaces with obstacles, mounds, and other features to allow for off road biking challenges, similar to mountain biking facilities but in circular track route. An accessible route will link to the new facility.
- Wayfinding Plan - \$320,000: This project includes fabrication and installation of Wayfinding signage (parking directional, vehicular directional, pedestrian directional, destination identification, gateway signage, and bicycle signage) throughout town. This project was identified as part of the Downtown Plan & Parking Study and is an extension of the Community Branding Study.

Attachments

- CN5-A1: Capital Project Ordinance Amendment 2023-08 - Town Wayfinding Project and Hunter Street Bike Track Project





Town of Apex

CAPITAL PROJECT ORDINANCE AMENDMENT 2023-8

61 - General Capital Project Fund

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

Section 1. The revenues anticipated for the projects are:

Transfer from General Fund	320,000
Total Revenues	\$320,000

Section 2. The expenditures anticipated are:

Wayfinding Signage Project	320,000
Total Expenditures	\$320,000

67 - Recreation Capital Project Fund

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

Section 1. The revenues anticipated for the projects are:

Transfer from General Fund	250,000
Total Revenues	\$250,000

Section 2. The expenditures anticipated are:

Hunter Street Bike Track	250,000
Total Expenditures	\$250,000

Section 3. Within five (5) days after adoption, copies of this Amendment shall be filed with the Finance Officer and Town Clerk.

Adopted this the 13th day of June, 2023.

Attest:

Jacques K. Gilbert, Mayor

Allen L. Coleman, CMC, NCCCC
Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 13, 2023

Item Details

Presenter(s): Michael Deaton, P.E., Director

Department(s): Water Resources

Requested Motion

Motion to approve an Amendment to Task Order No. 2, effective July 1, 2023 through June 30, 2026, with CDM Smith, Inc. under a Master Services Agreement for On-Call Professional Services (No. 2019-0025) approved on September 4, 2018, for implementation of the data management solution, leadCAST, and migration of the Lead Service Line (LSL) data into an inventory file within the leadCAST platform; and authorize the Town Manager to execute the agreement on behalf of the Town.

Approval Recommended?

Yes

Item Details

In 1991, the EPA established the original Lead and Copper Rule to protect public health and reduce lead in drinking water. In October 2024, an update to the original rule, known as the Lead and Copper Rule Revision (LCRR), will go into effect. Apex (and all other water systems in the United States) is required to develop a lead service line (LSL) inventory by that deadline.

The Apex Water Resources Department is currently working with CDM Smith Inc. to help evaluate almost 27,000 water service connections in Apex and develop the LSL inventory database utilizing GIS, construction dates, and plumbing permit information. However, having an all-in-one LCRR compliance platform at our finger tips will help streamline the whole process of determining unknowns, and allow the results to be shared at our desk, on the go, and with the community in a transparent and efficient manner.

The proposed Amendment provides for implementation of the data management solution, leadCAST, and migration of the LSL data developed by CDM Smith, Inc. into an inventory file within the leadCAST platform. This is a three-year annual software subscription commitment to be billed annually at the rates provided in Exhibit A to the Amendment.

Attachments

- CN7-A1: Amendment No. 1 Agreement between TOA and CDM Smith, Inc. - leadCAST - July 1, 2023 through June 30, 2026
- CN7-A2: Exhibit A - To Task Order Under Master Agreement between Owner and Engineer - leadCAST - July 1, 2023 through June 30, 2026
- CN7-A3: Exhibit B - Master Services Agreement - leadCAST - July 1, 2023 through June 30, 2026
- CN7-A4: Task Order - leadCAST - July 1, 2023 through June 30, 2026



**AMENDMENT NO.: 1
TO AGREEMENT
BETWEEN
OWNER AND ENGINEER**

This Amendment No.: 1 is made and entered into this day of _____, 2023 to the Task Order made as of April 22, 2022 ("Task Order") under the Master Agreement for On-Call Professional Services between the Town of Apex ("OWNER") and CDM Smith Inc. ("ENGINEER") dated September 4, 2018 ("Master Agreement").

WHEREAS, OWNER and ENGINEER entered into the Agreement for the Lead and Copper Rule Revisions ("Project"), and

WHEREAS, the parties desire to amend the Task Order so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of ENGINEER; and

WHEREAS, the Task Order provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Task Order as follows:

1. The Basic Services of ENGINEER as described in the Task Order are amended and supplemented as follows:
Implement the data management solution, leadCAST subscriptions and implementations for the Project as identified in attached Exhibit A.
2. The responsibilities of OWNER as described in the Task Order are amended and supplemented as follows:
See Exhibit A.
3. The time periods for the performance of ENGINEER's services as set forth in the Task Order are amended and supplemented as follows:
leadCAST software shall be implemented upon execution of this Amendment to the Task Order, and payment shall be made by OWNER of the first annual subscription fee and implementation fee within 30 days of the execution of this Amendment.
4. The payment for services rendered by ENGINEER shall be as set forth below:
ENGINEER's compensation under this Amendment 1 is on an annual basis. The fee for the Amendment is a not to exceed amount (NTE) of \$32,500 for the first year, including the implementation fee, \$19,000 for the second year, and \$16,000 for the third year. Payment of the first annual subscription fee and implementation fee shall be made by OWNER within 30 days of the execution of this Amendment.
5. Except as herein modified, all terms and conditions of the Task Order shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.

OWNER

DATE:

Attest:

Allen L. Coleman, CMC, NCCCC
Town Clerk



ENGINEER

DATE: 5/5/23

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

Antwan Morrison, Finance Director

EXHIBIT A
TO TASK ORDER UNDER MASTER AGREEMENT
BETWEEN OWNER AND ENGINEER
May 2023

This is an exhibit attached to and made a part of and incorporated by reference into the Original Agreement, dated September 4, 2018 between CDM Smith Inc. (ENGINEER) and Town of Apex (OWNER) for professional services.

1.0 ENGINEER'S SERVICES

The Lead and Copper Rule Revisions (LCRR) require planning, submittals and modified procedures for water utilities prior to the compliance date of October 16, 2024. ENGINEER will assist with the OWNER with development of a program to address requirements for compliance with the LCRR.

This Scope of Services is for implementation of a data management solution using leadCAST.

2.0 SCOPE OF WORK

ENGINEER will provide the following services under this Scope or Work:

Task 7 – Implement Data Management Solution – Trinnex Product and Services

ENGINEER will migrate the Lead Service Line Inventory developed by CDM Smith under previous agreement into an inventory file within the leadCAST platform. ENGINEER will assist OWNER with implementation of software platform for the initial SLM inventory.

ENGINEER will partner with Trinnex Inc. (“Trinnex”) and utilize its leadCAST and digital services to build a centralized data repository accessible through various endpoints (“Trinnex Products and Services”). The cost for the setup of the leadCAST platform is included in the Scope of Services and ENGINEER and OWNER will obtain a subscription to the software platform for a period of up to three years. Trinnex is the sole manufacturer, distributor and/or supplier of the Trinnex Products and Services and all Trinnex Intellectual Property. As a condition of being granted a subscription to the Trinnex Product and Services, OWNER agrees to the terms in the Trinnex Master Service Agreement, attached hereto as Exhibit B:

All warranties with regard to Trinnex Products (if any) are made ONLY by Trinnex. ENGINEER provides Trinnex Products and Services "AS IS" AND ENGINEER EXPRESSLY DISCLAIMS ANY WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY FOR SYSTEM INSTALLATION, SYSTEM PERFORMANCE, THROUGHPUT, UPTIME, UNINTERRUPTED OR ERROR-FREE OPERATION. In the event that the terms of Exhibit B conflict with the terms of this Agreement, any OWNER Request for Proposals, or ENGINEER Proposal, or any other agreement with respect to the Trinnex Products and Services, the terms of this Agreement shall govern.

The following services will be provided:

leadCast basic Tier 1 – Annual Subscription

Features of this include: Cloud-based platform, data point and milestone tracking, data cleansing and aggregation, field validation/ tracking module, inventory dashboard and map, data sharing with stakeholders, hosted public application.

The annual subscription rate is \$8,500 for up to three years.

leadCast Predict – Annual Subscription

Service line level predictions available in inventory database and map, a model report containing process steps and model performance assessment, custom data pre-processing including model feature engineering to support optimal performance and reliability. Subscription is bill annually.

Year 1 Price: \$14,000

Year 2 Price: \$10,500

Year 3 Price: \$7,500

leadCAST Basic + Predict Implementation

Features: Cloud-based platform, data point and milestone tracking, data cleansing and aggregation, field validation/tracking module, inventory dashboard and map, data sharing w/ stakeholders, hosted public application. Includes Pre-processing the data for machine learning, cleansing and validating data, addressing missing values, selecting and engineering model features, and evaluating the statistical quality of model training data. Training initial models and evaluating model performance.

One time fee of \$10,000

3.0 ASSUMPTIONS

The following assumptions were made during development of this Scope of Work. Changes to these assumptions can be included as an Amendment to this Agreement.

- N/A

4.0 OWNER'S RESPONSIBILITIES

The responsibilities of OWNER in addition to those in the main agreement are as follows:

- N/A

5.0 SCHEDULE

The service is an annual subscription which begins with the date of the agreement.

6.0 PAYMENT AND COMPENSATION

Total compensation to the ENGINEER for the work described above shall be per annual subscription as summarized in the table below.

Year	leadCAST Basic Tier 1 Subscription	leadCAST Predict Subscription	leadCAST Basic + Predict Implementation	TOTAL
Year 1	\$8,500	\$14,000	\$10,000	\$32,500
Year 2	\$8,500	\$10,500	--	\$19,000
Year 3	\$8,500	\$7,500	--	\$16,000

Annual payment is 30 days from the date of acceptance or the renewal date. Subscription start dates correspond with the date of acceptance.

Master Services Agreement

EXHIBIT B

TRINNEX SERVICES and SOFTWARE AS A SERVICE AGREEMENT LICENSE TERMS AND CONDITIONS

These LICENSE TERMS AND CONDITIONS (“License Agreement”) are part of the TRINNEX SERVICES and SOFTWARE AS A SERVICE AGREEMENT between Trinnex, Inc. (“Trinnex”, “we” or “us”), and the customer identified on the Order to which this is attached or otherwise making reference to this License Agreement (“Customer” or “you”). Trinnex and Customer are collectively referred to herein as the “Parties” and individually herein as a “Party.”

WHEREAS Customer seeks to obtain Services (as defined below) from Trinnex as described in the Order and Trinnex agrees to provide such Services, subject to the terms of the Agreement.

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SCOPE OF AGREEMENT

1.1 Trinnex Services. The Agreement governs your Access to the Services and describes both your rights and your obligations as part of Access to the Services. Subject to the terms of this Agreement, Trinnex authorizes Customer to access and use the Trinnex Service during the Subscription Term for its internal business purposes only and in accordance with the Documentation. Customer shall not use or otherwise access the Subscription Service in a manner that exceeds Customer’s authorized use as set forth in this Agreement. Each End User shall have a separate and unique login and password. Trinnex only provides the Products, Services, Professional Services, the Platform, the Access and the Documentation to you subject to this Agreement. By accepting the Agreement by an Order or by Access to the Services, you agree to be bound by the Agreement.

1.2 Orders. Each Order and if more than one, collectively “Orders” shall mean Trinnex’s proposal accepted by Customer pursuant to a written or electronic purchase order or similar sales ordering document or subscription and Exhibits submitted to Trinnex. Each such Order shall be deemed a two-party agreement between Trinnex and Customer and shall be deemed to incorporate and shall be subject to all the terms and conditions of the Agreement.

1.3 Authority. If you are entering into the Agreement on behalf of a legal entity or federal, or state agency, county or municipality, you represent that you have the authority to legally bind such entity or municipality to the Agreement. In that case, the terms “Customer”, “you” or “your” shall also refer to such entity. If you do not have such authority, or if you do not agree with the Agreement, you and the legal entity or municipality may not Access the Services.

2. DEFINITIONS

“Access” means to connect to, or load, execute, employ, utilize, store, or display the Services through any network, including the Internet.

“Administrator” means the person(s) that Customer designate(s) in the Order on behalf of Customer to administer Customer’s Access to the Service, authorize individual Authorized Users under the Agreement, and otherwise administer Customer's Access to the Services.

“Agreement” means this License Agreement and all Orders, any terms on our Platform where Customer will Access the Services, any terms within the Documentation, and any applicable policies and guidelines, each of which are incorporated herein by this reference.

“Authorized Users” shall mean the named individuals to whom Customer has granted Access to the Services on Customer’s behalf, regardless of whether or not the Authorized User shall actually Access the Services. Authorized Users may be Customer's employees, consultants, contractors, or agents. Customer is responsible for any Authorized Users and the Access granted to them. Authorized Users are authorized to Access the Services solely for the internal Access of Customer, subject to the terms and conditions of the Agreement.

“Customer Data” means any data, information, documents, or electronic files that Customer elects to submit in connection with this Agreement or the Services or otherwise provided by Customer to Trinnex.

“Data Protection Laws” means all applicable data protection or similar laws, such as the California Consumer Privacy Act, General Data Protection Regulation (GDPR) or the UK Data Protection Regulation (UK GDPR).

“Deliverables” means the deliverables or other work product produced by Trinnex or its subcontractors or other personnel in provision of Services hereunder, including customizations, reports, alerts, data, and other information.

“Documentation” means any user guides and specifications for the Services that are made available from time to time by Trinnex in electronic or tangible form but excluding any sales or marketing materials.

“Effective Date” means the earlier of the date that this Agreement is executed by Customer and Trinnex either by (a) Customer’s delivery of a manually or electronically signed copy of this Agreement and Trinnex acceptance of the Agreement; or (b) Customer clicking “accept” on the link on the Order.

“Emergency Maintenance” means maintenance which may delay or interrupt your Access to the Services, and the necessity of which is not known to Trinnex in advance of its occurrence.

“Error” means any reproducible material failure of the Services to function in accordance with its Documentation.

“Exhibits” shall mean any exhibits identified in an Order, which are hereby expressly incorporated herein and therein by reference.

“Fees” means the subscription and other fee(s) payable by Customer pursuant to the Orders and the Agreement.

“Force Majeure Event” means any act or event that (i) prevents a party (the "nonperforming party") from performing its obligations or satisfying a condition to the other party's (the "performing party") obligations hereunder, (ii) is beyond the reasonable control of and not the fault of the nonperforming party, and (iii) the nonperforming party has not, through commercially reasonable efforts, been able to avoid or overcome and shall include without limitation including [clause deleted] flood, fire, earthquake or explosion, pandemics, endemics, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, or national or regional shortage of adequate power or telecommunications or transportation. "Force Majeure Event" does not include economic hardship, changes in market conditions, and insufficiency of funds.

“Host” means the company used by Trinnex for cloud hosting of the Services, the Customer Data and any other data stored in connection with the Services or the Platform.

“Malicious Code” shall mean viruses, worms, time bombs, Trojan horses and other harmful files, scripts, agents or programs.

“Order” shall mean Trinnex's proposal executed by Customer via an ordering document submitted to Trinnex, to order any Services, which may include Exhibits and is hereby expressly incorporated herein by reference.

“Personal Data” shall mean all information and data protected by any Data Protection Law applicable to Trinnex.

“Platform” shall mean the cloud-based platform consisting of the Site and any software, operating systems, hardware, and other technical resources used by Trinnex to provide the Services.

“Professional Services” shall mean any implementation, integration, consulting, and other related services described in an Order.

“Services” shall mean the Software-as-a-Service (SaaS) collecting and analyzing information from Customer's infrastructure systems and data sources, made available to Customer's Authorized Users through the Platform.

“Site” shall mean the website(s) accessible at <https://trinnex.io/> (or any successor thereto).

“Subscription Start Date” shall mean the date on which Customer executes the applicable Order for Services covered by that Order.

“Subscription Term” shall mean the period of time during which Customer is subscribed to the Services specified in an Order, as specified in the applicable Order.

“Usage Data” shall mean statistical data related to Customer’s Access to the Services or the Platform and data derived from such Access that is used by Trinnex, including to compile statistical and performance information related to the provision and operation of the Services or the Platform.

3. SERVICES AND RESPONSIBILITIES OF THE PARTIES

a) Trinnex Responsibilities. During the Subscription Term, Trinnex shall make reasonable efforts to make the Services available to Customer. Trinnex reserves the right to modify the Services at any time. The Parties may, from time to time, execute an Order describing Professional Services that Trinnex shall provide to Customer, the duration of such Professional Services if applicable, the compensation to be paid for the Professional Services, and any other terms applicable to the project. A list of specific Deliverables, a timetable, and/or a detailed specification may be attached as Exhibits to any order.

b) Customer Responsibilities. Customer is responsible for all activities that occur in Customer’s account(s) to Access the Platform. Customer shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (b) prevent unauthorized access to, or use of, the Services and the Platform, and notify Trinnex in writing immediately upon becoming aware of any such unauthorized access or use; (c) comply with all applicable laws and regulations in using the Services and the Platform; and (d) procure for Trinnex at Customer’s sole expense all rights and consents necessary for Trinnex to access and use all Customer Data and all access and use rights necessary to interface with Customer’s software, hardware, and other systems. Customer is solely responsible for ensuring: (i) that only its appropriate Authorized Users have access to the Services and the Platform, and (ii) confidentiality and proper usage of passwords and access procedures with respect to logging into the Platform and the Services. Customer is solely responsible for all acts and omissions of its Authorized Users, and for ensuring that the authorized users comply with the Agreement.

c) Improvements; Deliverables. Customer acknowledges and agrees that Trinnex shall own the source code, ideas, methods of operation, processes, know-how and all right, title and interest in and to all intellectual property rights including without limitation, all patent, copyright, trade secret and trademark rights, associated therewith (including all derivatives or improvements thereof) in the Software and Platform that provides the Services and any suggestions, enhancement requests, feedback, recommendations, or other information provided by Customer or any of Authorized Users relating to the Services, the Platform or Trinnex’s business. Trinnex shall own all rights, title, and interest, including all intellectual property rights, in and to any improvements to the Services and Platform, and in and to any Deliverables or new programs, upgrades, modifications or enhancements developed by Trinnex in connection with rendering the Services to Customer, even when Deliverables, refinements or improvements result from Customer’s request. To the extent, if

any, that ownership in such Deliverables, refinements or improvements does not automatically vest in Trinnex pursuant to the Agreement or otherwise, Customer hereby transfers, and shall transfer, to Trinnex all rights, title, and interest which Customer may have, and such transfer is irrevocable, irreversible, and binding on Customer's successors.

d) Administrator. Customer shall designate at least one Customer employee to be the Administrator. The Administrator shall be responsible for: (i) verifying the identity of the Authorized Users, (ii) safeguarding the privacy and security of Customer Data, (iii) training Authorized Users to Access the Services and the Platform and about Customer's obligations hereunder, including safeguarding log-in and password information; (iv) notifying Trinnex of any change in the Administrator.

e) Unauthorized Access.

i) Customer will use efforts to prevent any unauthorized Access to, or use of, the Services or the Platform, and, in the event of any such unauthorized Access or use, Customer will notify Trinnex without undue delay, not to exceed 24 hours. Customer, and each Authorized User, is entirely responsible for maintaining the confidentiality and security of Customer's password(s) including, if applicable, the passwords of each Authorized User accessing the Services by means of an account established by Customer, and Customer is solely responsible for any and all activities that occur under its account. Passwords may not be used by more than one individual Authorized User, and Customer and Authorized Users are prohibited from transferring or sharing passwords among Authorized Users without Trinnex's prior written consent.

ii) Trinnex may remotely review Customer's use of the Service, and upon Trinnex's written request Customer shall provide any reasonable assistance, to verify Customer's compliance with the Agreement. If Trinnex determines that Customer has exceeded its permitted use of the Service or otherwise violated any of the foregoing, Trinnex may immediately terminate Customer's Access rights to the Platform and the Services. Customer shall ensure that Authorized Users exit or log off from the account at the end of each session. Trinnex shall not be responsible for (1) any unauthorized access to, or alteration of, Customer Data, or any material, information or data sent or received, regardless of whether the data are actually received by Trinnex, or (2) any transactions or Access entered into through the Customer's or Authorized User's password(s).

f) No Transfers or Sublicenses. Customer shall not (i) rent, lease, lend, sell, sublicense, assign, export, encumber or otherwise transfer the Services, Access to the Services, or Customer's rights hereunder; (ii) permit others to Access the Platform or the Services for any purpose (unless required by law, and then, if legally permissible, only after prior written notice to Trinnex); (iii) Access the Platform or the Services on behalf of any third party (including Access to obtain information for or otherwise for the benefit of any vendor of competitive software products); and (iv) Access the Platform or the Services on any service

bureau or time-sharing manner or to provide information processing, outsourcing or similar services.

g) No Illegal or Infringing Material. Customer shall not, in connection with any use or Access of the Platform or the Services: (i) transmit through the Services any illegal material of any kind or any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity, is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, or causes damage or injury to any person or property; (ii) knowingly or intentionally transmit any material that contains software viruses or other harmful or deleterious computer code, files or programs or any device which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by rearranging, altering or erasing the program or data in whole or part or otherwise) such as malware and viruses; (iii) knowingly or intentionally interfere with or disrupt the integrity of any data or computer-based information or any servers or networks connected to the Services or violate the regulations, policies or procedures of such networks; (iv) knowingly or intentionally attempt to gain unauthorized access to the Services, through password mining or any other means; (v) harass or knowingly or intentionally interfere with another Authorized User's Access to and enjoyment of the Platform or the Services; or (vi) circumvent any Trinnex barriers to Access any software or services via the Platform or the Services for which Customer has not been granted rights to do so pursuant to the Agreement. Customer shall not, directly, indirectly, alone, or with a third party, (i) copy, disassemble, reverse engineer, benchmark, or decompile the Services or any portion thereof; or (ii) modify, create derivative works based upon, or translate the Services, nor shall Customer attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

h) Customer Data. Customer owns all right, title and interest in the Customer Data and has the right and authority to license it hereunder. Customer hereby grants to Trinnex, a non-exclusive, non-transferable (except as set forth herein), non-sublicensable right and license to Access copy, transmit, modify, and display the Customer Data for purposes of Customer's Access of the Platform and the Services. Customer agrees Trinnex may Access Customer Data to perform its obligations hereunder, to promote, develop and improve the Services. Trinnex may also Access aggregated, de-identified Customer Data for education and training, and for promotion, development, improvement and sale of existing and new products and services.

i) No Sensitive Data; Customer Responsibilities. Customer acknowledges that the Platform and the Services are not intended for Access with protected health information under HIPAA, credit card numbers, financial account numbers, or other similarly sensitive personal information, and that Customer assumes all risk arising from Access of any such

sensitive information with the Services, including the risk of any inadvertent disclosure or unauthorized access thereto. Customer is responsible for ensuring that Customer and Authorized Users' Access of the Platform and the Services is in compliance with all applicable laws and governmental regulations and Customer acknowledges that Customer assumes all risk arising from any such Access that is not compliant with applicable laws and regulations.

j) Security. Trinnex will act as though any electronic communications it receives under Customer's account have been sent by Customer. Customer will immediately notify Trinnex if it becomes aware of any loss or theft or unauthorized Access of any of Customer's passwords or usernames. Trinnex has the right at any time to terminate or suspend access to any Authorized User or to Customer if Trinnex believes in good faith that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the Platform, the Services or Trinnex's network.

k) Disclosure to Host. Customer consents to Host capturing, retaining and using network or usage information whenever Customer accesses the Services or the Platform, including sharing that information with Trinnex. Customer hereby consents to the sharing of Customer's name and contact information with the Host.

4. SUPPORT

a) Updates. Trinnex may update selected Services during a Subscription Term or add new modules, functionality or features may be released that are applied selectively to the Services. Trinnex may, but shall not be obligated to, make such updates or new modules, functionality or features available to Customer during an existing Subscription Term at no additional charge. The Parties agree and acknowledge that Customer's purchases hereunder are not contingent on the delivery of any updates or future modules, service functionality or features, or dependent on any oral or written public comments made by Trinnex regarding updates or future modules, functionality or features of any Services. Customer agrees that Trinnex is not responsible to provide support for any issues resulting from problems, errors or inquiries related to Customer's systems or hardware or Customer data.

b) Support Options and Procedures. Trinnex may perform routine or other maintenance at times and for durations established by Trinnex in its sole discretion, during which time(s) Trinnex may take the Services and/or the Platform down to conduct necessary maintenance or repairs, or to implement upgrades. In the event of an error or outage of the Services, Trinnex will use commercially reasonable efforts to restore the Services to working order. Trinnex shall provide general support to the Customer as set forth in the Documentation. In addition, Trinnex may offer premium support options to Customer at an additional charge, pursuant to a written support and maintenance agreement executed by the Parties.

5. FEES AND PAYMENTS

a) Fees. In return for the Professional Services and Services provided by Trinnex to Customer hereunder, Customer shall pay to Trinnex the fees in the amount set forth on applicable Orders. All dollar amounts refer to U.S. dollars.

b) Payment Terms. Trinnex shall invoice Customer yearly in advance for all recurring fees or charges for Services according to the Subscription Term in the applicable Order. Fees are non-refundable. Professional Services shall be invoiced in accordance with the applicable Order. Customer shall pay all Trinnex invoices within thirty (30) days of the invoice date. Customer's failure to pay fees as set forth herein shall constitute a material breach of the Agreement and the applicable Order(s). Customer agrees to pay interest on delinquent amounts at the rate of 1½% per month (or, if lower, the maximum amount permitted by law) that a payment is overdue.

c) Taxes. Customer shall pay or shall reimburse Trinnex for all sales taxes and other taxes on the Services and Professional Services, however characterized by the taxing authority, except for any taxes based upon Trinnex's net income or gross receipts or for any franchise or excise taxes owed by Trinnex. If Customer is a tax-exempt organization, then, upon Trinnex's receipt of proof of such status, then Trinnex shall not charge Customer for any taxes from which Customer is exempt. Customer is responsible for supplying Trinnex with tax satisfactory exempt documentation on an annual basis, and any time upon request.

d) Pricing Changes. Customers will receive notice of changes in pricing for Services at least ninety (90) days before each anniversary of the Subscription Term Start Date applicable to such Services.

6. TERM AND TERMINATION

a) Agreement Term. The Agreement commences on the Effective Date and continues through the expiration of all Orders in effect between the Parties hereunder (including any renewal periods as set forth below), unless earlier terminated as set forth in this Section 6 (the "Term"). The term for any Professional Services shall commence and expire on the dates set forth in the Order for Professional Services, unless sooner terminated as provided herein.

b) Subscription Term. Each Order for Services will commence on Subscription Start Date for that applicable Order and shall continue for the Subscription Term for that applicable Order. ~~Sentence deleted.~~

c) Termination For Cause. Either party can terminate the Agreement for cause upon written notice to the other party:

(i) immediately upon any breach of any confidentiality obligations owed to such party by the other party;

(ii) if the other party has committed any other material breach of its obligations under the Agreement and has failed to cure such breach within thirty (30) days of written notice by the non-breaching party specifying in reasonable detail the nature of the breach (or, if such breach is not reasonably curable within thirty (30) days, has failed to begin and continue to work diligently and in good faith to cure such breach), provided, however, that addition to any of its other rights or remedies, Trinnex may terminate or suspend the Agreement, or the applicable Order, or Access to Services or Professional Services for non-payment, if any portion of an invoice is overdue by fifteen (15) days or more until such amounts are paid in full. If such failure to pay has not been cured within thirty (30) days of the due date, then upon written notice Trinnex may terminate the Agreement and any or all outstanding Orders.

(iii) immediately upon written notice to the other Party if the other party: (A) voluntarily commences any proceeding or files any petition under applicable bankruptcy laws, (B) becomes subject to any involuntary bankruptcy or insolvency proceedings under applicable laws, which proceedings are not dismissed within thirty (30) days, (C) becomes insolvent, (D) makes an assignment for the benefit of its creditors, or (E) appoints a trustee, receiver, custodian or liquidator for a substantial portion of its property, assets or business.

(iv) In addition, Trinnex may immediately (A) terminate, in whole or part, the Agreement for cause if Customer breaches any of the Access restrictions or (B) terminate, in whole or in part, the Agreement or cease provision of Services or Professional Services if required to comply with applicable law or regulation.

d) Obligations Upon Termination or Expiration. Upon termination or expiration of the Agreement: (i) Trinnex shall immediately terminate Customer's Access to the Platform, the Services and Professional Services; and (ii) Customer shall immediately pay Trinnex any amounts payable or accrued prior to termination, including all fees owed for the balance of any subscription term or any deferred payments or payments originally to be made over time.

7. NON-COMPETITION. Customer agrees not to Access in any way whatsoever Trinnex's Confidential Information, including development of any product or service similar to, derived from or competing with, the Services.

8. NON-SOLICITATION. Customer agrees that it will not seek to employ or engage any employee of Trinnex or any of its resellers during the period commencing with the Effective Date and ending the later of twelve (12) months after the termination of such person's employment or consultancy, or twelve (12) months after the termination of the Agreement, whichever is later, except where Customer can show such person was employed or engaged solely as a direct result

of advertisements to the general public that do not specifically target Trinnex's or its reseller's employee(s) or consultants.

9. CONFIDENTIALITY

a) Confidential Information. "Confidential Information" means any and all tangible and intangible information (whether written or otherwise recorded or oral) of a party that: (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or Access and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; or (b) the disclosing party designates as confidential or, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential information includes, without limitation: (i) nonpublic information relating to a party's technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (ii) third party information that Customer or Trinnex is obligated to keep confidential; (iii) the material terms and conditions of the Agreement; and (iv) any nonpublic information relating to any activities conducted hereunder. Customer's Confidential Information shall consist of the Customer Data. Trinnex's Confidential Information includes any nonpublic information relating to the Services or its Platform or Orders, pricing, software, technology, customers, reports, analysis, business plans, and other business affairs. Notwithstanding the foregoing, each party may disclose the existence and terms of the Agreement **[clause deleted]**.

b) Exclusions. Notwithstanding the above, the term Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach by the receiving party of any obligation owed to the disclosing party; (ii) was known to the receiving party prior to its disclosure by the disclosing party without breach of any obligation owed to the disclosing party; (iii) was independently developed by the receiving party without Access of the disclosing party's Confidential Information; (iv) is received from a third party without breach of any obligation owed to the disclosing party; **or (v) is a "public record" as defined in Chapter 132 of the North Carolina General Statutes.**

c) Use of Confidential Information. Each Party shall only access and permit its employees to access Confidential Information furnished to it hereunder in furtherance of its activities contemplated by the Agreement, and, except as authorized in the Agreement, it shall not disclose the Confidential Information to third parties without the disclosing party's express written authorization. Notwithstanding the foregoing, and as permitted by applicable law, Trinnex shall be permitted to retain Customer Data and Usage Data and Access the same for statistical, analytical, and similar purposes internally, through publications, and with Trinnex's other customers; provided, that any distribution to third parties of the results of such Access will include Customer Data or Usage Data in aggregate form only and will not identify Customer or its Authorized Users as the source of any such data. Further, Trinnex

may store, reproduce, distribute, create derivative works therefrom (including compilations and statistical summaries and analyses), transmit, display, and otherwise make available certain test results (and related data) and location information to third party individuals and organizations as reasonably necessary in order for Trinnex to perform Services hereunder.

d) Required Disclosures. A receiving party may disclose Confidential Information furnished to it hereunder as required to comply with binding orders of governmental entities that have jurisdiction over it or as otherwise required by law, provided that the receiving party (i) gives the disclosing party reasonable written notice to allow it to seek a protective order or other appropriate remedy (except to the extent compliance with the foregoing would cause the receiving party to violate a court order or other legal requirement), (ii) discloses only such information as is required by the governmental entity or otherwise required by law, and (iii) and use its best efforts to obtain confidential treatment for any confidential information so disclosed.

e) Return of Confidential Information. Except as set forth otherwise in the specific provisions concerning Customer Data set forth in Section 9(c) above, upon payment of any obligations, if a disclosing party so requests at any time, the receiving party shall return promptly all copies, extracts, or other reproductions in whole or in part of the confidential information in its possession.

f) Compliance with Laws. Customer shall comply with all applicable local, state, national and foreign laws in connection with its Access of the Services, including those laws related to data privacy, international communications, and the transmission of technical or Personal Data. Customer acknowledges that Trinnex exercises no control over the content of the information transmitted by Customer or Authorized Users through Services. Customer shall not upload, post, share, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights. Customer recognizes that, in the process of accessing and using the Services, it and its Authorized Users may supply Personal Data. Customer represents and warrants that it and its Authorized Users have complied with all applicable obligations under all applicable data protection laws in supplying Personal Data to Trinnex, and hereby consents to Trinnex's Access of such personal data for the purposes set forth hereunder.

g) Personal Data. Customer will be responsible as sole Data Controller for complying with Data Protection Laws with respect to Personal Data provided by or through Customer to Trinnex, and special categories of data as such terms are defined in such laws. Customer agrees to obtain all necessary consents and make all necessary disclosures before providing Personal Data to Trinnex, including Personal Data in any Customer Data. Customer confirms that Customer is solely responsible for (i) any Personal Data in Customer Data, including any information which any of its Authorized User's or Trinnex shares with third parties on Customer's behalf; (ii) determining the purposes and means of Trinnex processing Personal Data in Customer Data under the Agreement, including that such processing

according to Customer's instructions will not place Trinnex in breach of applicable Data Protection Laws; and (iii) ensuring that Trinnex is aware of any restrictions or additional requirements for Trinnex to process any Personal Data included in Customer Data in accordance with the terms of the Agreement. Prior to providing Customer Data to Trinnex, Customer will inform Trinnex about any Personal Data or special categories of data contained within Customer Data that has any restrictions or special requirements in the processing of such Personal Data or special categories of data, including any cross-border transfer restrictions or additional requirements. If Personal Data is included in Customer Data received by Trinnex, it is assumed that Trinnex is permitted to process such Personal Data as provided herein.

h) Data Protection. Trinnex further agrees if it receives Personal Data from Customer, (i) it shall not sell or disclose any of such Personal Data for a commercial purpose; (ii) it is prohibited from retaining, using, or disclosing Personal Data other than as necessary for the Trinnex's Services, or in the course of the direct relationship between Customer and Trinnex and its Affiliates, or required Service Providers in facilitation of Trinnex's performance hereunder, and limited to the purposes specified in the Agreement; and (iii) it will comply with all obligations under the applicable Data Protection Laws, as they pertain to Trinnex performance hereunder and as required by the governmental or regulatory authority with jurisdiction over Trinnex.¹

i) Trinnex Privacy Obligations. In performing the Services, Trinnex will comply with the Trinnex Privacy Policy, which is available at the Site at <https://www.trinnex.io/privacy-statement> and incorporated herein by reference. The Trinnex Privacy Policy is subject to change at Trinnex's discretion; however, Trinnex policy changes will not result in a material reduction in the level of protection provided for Customer's Personal Data during the period for which fees for the Services have been paid. Trinnex reserves the right to provide the Services from host locations, and/or through Access of subcontractors, worldwide. Customer agrees to provide any notices and obtain any consents required for Trinnex's access and use of the data for provisioning the Services, including those related to the collection, access, processing, transfer, and disclosure of personal information. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and retains ownership of all of Customer's Personal Data.

j) Anonymous Data. Customer acknowledges and agrees that Trinnex (i) may compile statistical information about the Access of the Services, (ii) may use data (including Customer Data) in aggregated and/or anonymized, de-identified form for security and operations management and for the improvement and development of existing and new products and services; provided that the use of Personal Data is subject at all times to Trinnex's obligations under this Section.

k) Survival. The parties hereto covenant and agree that this Section will survive the expiration, termination, or cancellation of the Agreement for a period of 3 years, except for confidential information constituting a trade secret, with respect to which this Section will survive the expiration, termination, or cancellation of the Agreement for so long as such confidential information remains a trade secret under applicable law.

10. SERVICE LEVEL COMMITMENTS, DISCLAIMERS AND LIMITATIONS

a) Customer Warranties. Customer represents and warrants that: (i) the Customer Data, and the use thereof by Trinnex and its service providers, shall not infringe on any copyright, patent, trade secret or other proprietary right held by any third party; (ii) Customer shall not use the Services in a manner that violates any law; and (iii) Customer shall procure all rights and consents necessary to enable Trinnex and its third party service providers to access and use all Customer Data and all access and use rights necessary to interface with Customer's software, hardware and other systems.

b) Service Level Commitments. Trinnex shall make the functionality of the Services available to Customer pursuant to the Agreement and shall use commercially reasonable efforts to make the Services available during the Subscription Term, and to protect against the Services containing or transmitting Malicious Code, except for: (i) scheduled maintenance and downtime (of which Trinnex shall, to the extent practicable, schedule so as not to materially adversely affect Customer's business); (ii) circumstances beyond Trinnex's control; (iii) Emergency Maintenance; and (iv) as set forth in the Agreement.

c) Limitation Of Remedies. Trinnex shall use commercially reasonable efforts to correct all Errors or to provide a reasonable workaround as soon as is practicable using its reasonable efforts during Trinnex's normal business hours. Customer shall provide such access, information, and support as Trinnex may reasonably require in the process of resolving any Error. This paragraph is Customer's sole and exclusive remedy for Errors.

d) Disclaimer of Responsibility. In addition, Customer acknowledges that third-party software usage and obligations are governed under the applicable third-party software terms and conditions, and Customer expressly acknowledges that Trinnex has no obligations with regard to third-party software or services used by Customer as part of any Services or Professional Services. In the event Trinnex is required to integrate with or otherwise interface with third-party software, Customer agrees to secure all rights necessary to enable Trinnex to perform such work, and Customer represents, warrants and covenants that it has or will secure at Customer's sole cost all access and license rights necessary to enable Trinnex to perform its obligations hereunder.

e) **DISCLAIMER OF WARRANTIES**. **WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 10(b), THE SERVICES, THE PROFESSIONAL SERVICES, THE PLATFORM, THE DELIVERABLES, OR ANY OTHER MATERIALS PROVIDED HEREUNDER, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OR REPRESENTATIONS. ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING,**

BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE ARE HEREBY DISCLAIMED. TRINNEX DOES NOT WARRANT THAT THE PROFESSIONAL SERVICES, THE SERVICES, THE PLATFORM, THE DELIVERABLES, OR ANY OTHER MATERIALS PROVIDED OR TO BE PROVIDED, OR THE RESULTS OF ACCESS TO THE SERVICES OR PLATFORM, OR THE OPERATION OF THE SERVICES OR THE PLATFORM, ARE OR WILL BE ACCURATE, ERROR FREE, OR FREE FROM VIRUSES OR OTHER MALICIOUS CODE, OR WILL BE UNINTERRUPTED.

f) Trinnex makes no representation that the Services or Professional Services are appropriate or available for use in locations other than the United States of America. If Customer Accesses the Services or Professional Services from outside the United States of America, Customer is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries.

g) Disclaimer Of Consequential Damages. Trinnex has no liability with respect to the Services, Professional Services, or its other obligations under or resulting from or in connection with the Agreement or otherwise for consequential, exemplary, special, incidental, or punitive damages (including without limitation loss of profits and the cost of cover) even if Trinnex has been advised of the possibility of such damages.

h) Customer Risk. Customer assumes full and sole responsibility for all risks associated its infrastructure systems, data and the internet, including the operation, management and maintenance thereof and any contaminants, or other conditions present therein; and with Customer's use of or reliance on Trinnex providing the Services, the Professional Services, the Platform, Deliverables, or any other materials, both known and unknown, inherent or otherwise, related thereto, errors and omissions in providing them, and Customer's enjoyment thereof. Customer hereby voluntarily accept the risks associated with its infrastructure systems and data, with Trinnex's provision of the Services, the Professional Services, the Platform, Deliverables, or any other materials. Actions or inactions of third parties may result in situations in which Customer's connection to the Internet, and/or access to the Services may be impaired, disrupted or damaged. **TRINNEX DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE SERVICES AND OTHER PORTIONS OF THE INTERNET. TRINNEX CANNOT GUARANTEE AND DISCLAIMS ALL WARRANTIES THAT SUCH EVENTS WILL NOT OCCUR, AND ACCORDINGLY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.**

i) Limitations Of Remedies And Liability. Trinnex's total aggregate liability to Customer for any reason in connection with, or arising out of this Agreement, the Services, the Professional Services, the Platform, the Deliverables, or any other materials provided hereunder, including without limitation, any data security breach or any other cyber incident and upon any cause of action including without limitation, breach of contract, gross negligence, strict liability, misrepresentations, and other torts, is limited to all fees paid to Trinnex by the Customer in respect for the deficient Services or the Professional Services

during the twelve (12) months immediately preceding the events giving rise to the liability. The limitations in Section 10(e) and 10(g) apply even if they do not fully compensate Customer for any losses sustained.

11. INDEMNIFICATION

a) Indemnification By Trinnex. Trinnex shall defend, indemnify and hold harmless Customer from and against all damages, liabilities, losses and expenses, including reasonable attorneys' fees and expenses (collectively "Losses"), resulting from any third-party claim, suit or proceeding, to the extent that the Services or Professional Services provided by Trinnex under the Agreement, infringe or misappropriate any U.S. patent, trademark, or copyright, provided however, that Trinnex will have no indemnity obligation to Customer if the alleged infringement or misappropriation is based on (i) any combination, operation, or use of the Services or Platform with products, services, information, materials, technologies, business methods or processes not furnished by Trinnex to the extent the infringement or misappropriation is based on such combination, operations or use; (ii) any modification (other than by Trinnex) to the Services or Professional Services to the extent the infringement or misappropriation is based on such modification; or (iii) the Customer's failure to promptly use any update that is provided by Trinnex that would have eliminated the actual or alleged infringement or misappropriation. Indemnification pursuant to this Section is Customer's sole and exclusive remedy for any third-party claim against Customer in the nature of Trinnex's intellectual property infringement or misappropriation.

b) **This section intentionally deleted.**

c) Third Party Providers. Customer acknowledges and agrees that the Services, the Professional Services, the Platform, Deliverables, and all other materials or services provided hereunder are intended to provide Customer with a means of collecting applicable data sources from its infrastructure systems. Trinnex uses third-party labs and service providers to perform certain components of the Services and Professional Services and, while Trinnex endeavors to maintain relationships with dependable, accurate and timely third party service providers, Trinnex DOES NOT CONTROL SUCH SERVICE PROVIDERS, AND THEREFORE HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND LIABILITY FOR ANY INACCURATE, UNTIMELY, OR OTHERWISE ERRONEOUS DELIVERABLES INCLUDING DATA, ALERTS, OR INFORMATION ATTRIBUTABLE TO SUCH SERVICE PROVIDERS.

d) **This section intentionally deleted.**

e) Indemnification Process. The indemnified party shall promptly notify the indemnifying party in writing of any third-party claim, stating the nature and basis of the third-party claim, to the extent known. The indemnifying party shall have sole control over the defense and settlement of any third-party claim, provided that, within fifteen (15) days after receipt of the above-described notice, the indemnifying party notifies the indemnified party of its election to so assume full control. The foregoing notwithstanding, the indemnified party shall be entitled to participate in the defense of such third party claim and to employ counsel at its own expense to assist in the handling of such claim, except that the indemnified party's legal expenses in exercising this right shall be deemed legal expenses subject to indemnification hereunder to the extent that (i) the indemnifying party fails or refuses to assume control over the defense of the third party claim within the time period set forth above; (ii) the indemnified party deems it reasonably necessary to file an answer or take similar action to prevent the entry of a default judgment, temporary restraining order, or preliminary injunction against it; or (iii) representation of both parties by the same counsel would, in the opinion of that counsel, constitute a conflict of interest. The indemnifying party shall not settle any such third-party claim without the written consent of the indemnified party, except for a complete settlement requiring only the payment of money damages to be paid by the indemnifying party.

12. GENERAL

a) Notices. Notices regarding the Agreement to Trinnex shall be in writing and sent by first nationally recognized overnight courier at the headquarters address provided at that time on <http://trinnex.io>, attn. Office of General Counsel. Trinnex may give Customer notice by means of posting notice on the Services, by electronic mail to Customer's e-mail address on the applicable Order or otherwise on record with Trinnex, or by written communication sent by internationally recognized overnight courier to Customer's address on record in Trinnex's account information. All notices shall be deemed to have been given one (1) business day after delivery to courier, or twelve (12) hours after either sending by e-mail or posting on the Services.

b) Promotional Materials. Trinnex may include statements, and may Access Customer's name and logos, in its website, commercial advertisements and promotional materials for the sole purpose of indicating that Customer is a subscriber to the Services.

c) Force Majeure. If a force majeure event occurs, the nonperforming party is excused from the performance, liability or responsibility to the other party for performance, and cannot be deemed to have defaulted under or breached the Agreement, or for any failure or delay in fulfilling or performing any term of the Agreement, in each case to the extent limited or prevented by the force majeure event. When the nonperforming party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the nonperforming party shall immediately resume performance under the Agreement. The relief offered by this paragraph is the exclusive remedy available to the performing party with respect to a force majeure event; provided Trinnex may terminate the Agreement if a force majeure event continues substantially uninterrupted for a period of 30 days or more.

d) Assignment. Customer shall not assign any of its rights under the Agreement, except with the prior written approval of Trinnex, which shall not be unreasonably withheld. The preceding sentence applies to all assignments of rights, except in the event of a voluntary transfer of substantially all assets by Customer to a transferee which executes Trinnex's form of agreement agreeing to be bound by all of the terms and conditions of the Agreement. Any change of control transaction is deemed an assignment hereunder. Any purported assignment of rights by Customer in violation of this Section is void. Trinnex may assign the Agreement and its rights and obligations hereunder, or may delegate or subcontract to third parties any of its duties and obligations hereunder, without the need for the consent of Customer. Subject to the foregoing, the Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

e) Governing Law; Venue. The laws of the State of **North Carolina** (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to the Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement.

f) Dispute Resolution **[clause deleted]**. As set forth in this Section, "you," and "your" shall mean Customer and all of its Authorized Users and others Accessing the Services under or in connection with Customer's account. In the event of a dispute, the parties agree to enter into good faith discussions which shall take place within fifteen (15) days of written notice from either party of a dispute.

(i) Either party may refer the dispute to non-binding mediation in the event that the parties have not resolved a dispute referred to them for resolution within thirty (30) days. The parties agree that they shall attempt in good faith to resolve the dispute under the fast track mediation rules of procedure of the International Institute for Conflict Prevention & Resolution ("CPR") in effect as of the date the mediation is initiated. Unless otherwise agreed, the parties shall select a mediator from the CPR Panels of Distinguished Neutrals. If the parties cannot agree on the

selection within fourteen (14) days after the matter has been referred to mediation, they will defer to the CPR to select a mediator pursuant to the CPR rules. The cost of the mediator shall be borne equally by the parties.

- (ii) This section intentionally deleted.
- (iii) This section intentionally deleted.
- (iv) This section intentionally deleted.
- (v) This section intentionally deleted.
- (vi) This section intentionally deleted.
- (vii) This section intentionally deleted.
- (viii) This section intentionally deleted.

(ix) This section intentionally deleted.

(x) This section intentionally deleted.

If any provision of this Section is found unenforceable, the unenforceable provision will be severed, and the remaining [word deleted] terms will be enforceable.

g) Relationship of the Parties. No joint venture, franchise, partnership, employment, or agency relationship exists between the parties as a result of the Agreement. The relationship between the parties created by the Agreement is one of independent contractors and neither party shall have the power or authority to bind or obligate the other except as expressly set forth in the Agreement. There are no third-party beneficiaries to the Agreement.

h) This section intentionally deleted.

i) Entire Agreement. The Agreement constitutes the final Agreement between the parties. It is the complete and exclusive expression of the parties' Agreement on the matters contained in the Agreement. All prior and contemporaneous negotiations and Agreements between the parties on the matters contained in the Agreement are expressly merged into and superseded by the Agreement. The provisions of the Agreement cannot be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into the Agreement, neither party has relied upon any statement, representation, warranty, or Agreement of any other party except for those expressly contained in the Agreement. There are no conditions precedent to the effectiveness of the Agreement, other than any that are expressly stated in the Agreement.

j) This section intentionally deleted.

k) Survival Of Certain Provisions. Each party hereto covenants and agrees that any provision that, by its terms, is intended to survive the expiration or termination of the Agreement, shall survive termination of the Agreement, shall survive the expiration or termination of the Agreement.

l) Conflict. Any inconsistency or ambiguity among our agreements shall be resolved by giving precedence in the following order: (1) the Agreement and the applicable Order and Exhibits; (2) the terms and condition on the Site; and (3) our Privacy Policy on the Site. To the extent of any conflict or inconsistency between the provisions in the body of the Agreement and any Order or Exhibit, the terms in the body of the Agreement shall prevail unless expressly stated otherwise in such Order or Exhibit.

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

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

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

p) Non-appropriation. Notwithstanding any other provisions of this Agreement, the Parties agree that payments due hereunder from the Customer are from appropriations and monies from the Town Council of the Town of Apex and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Customer, this Agreement shall terminate immediately without further obligation of the Customer.

Town Of Apex	Trinnex
Signature	Signature
Name	Name
Title	Title
Date	Date

PO # 2022-1028

Master Agreement No.: 2019-0025

TASK ORDER No.

**UNDER
MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES**

This Task Order ("Task Order"), made as of the 20th day of APRIL, 2022, by and between the Town of Apex (hereafter, "Town") and CDM Smith, Inc. ("Professional").

WITNESSETH

WHEREAS, Town and Professional entered into a Master Agreement for On-Call Professional Services dated September 4, 2018 ("Master Agreement"); and

WHEREAS, Town has determined it is in need of Services for On-Call Water Resources Professional Engineering, Surveying, Geotechnical, and/or Environmental Engineering Services ("Project"), and Professional desires to provide such Services; and

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

1. Recitals, Purpose and Effective Date. The Recitals and the Master Agreement are incorporated into this Task Order. Each party represents and warrants that it has in its possession and is familiar with the Master Agreement, and agrees that such does not need to be attached to this Task Order. The purpose of this Task Order is to set forth specific terms and conditions pursuant to which Professional shall provide Services for the Project. The Project is Lead and Copper Rule Revisions and is further identified on Attachment 1 Scope of Work attached hereto and incorporated herein by reference. The Effective Date of this Task Order is the date on which it is executed by the last to execute this Task Order.
2. Commencement and Termination.
 - A. Professional's services on Project shall commence upon a Notice to Proceed issued by Town or as otherwise provided in Attachment 1.
 - B. If the Master Agreement terminates before the Services provided hereunder are completed, then and in that event the Master Agreement shall continue as to Project until such time as Project is satisfactorily completed.
3. Schedule, Milestone Dates. Project schedule, including date by which Services shall be completed, and all deliverables to be delivered is provided in Attachment 1.
4. Fee for Services.
 - A. The fixed fee total compensation for Basic Services is provided in Attachment 1.
 - B. The fee for Additional Services, if any, shall be determined as provided in Attachment 1, or, if not so provided, as provided in Agreement.

5. Key Personnel and Use of Subcontractors.

- A. Professional's key personnel are provided in Attachment 1.
B. If Professional is to use subcontractors for a portion of its Services, then the following applies to such subcontractor(s):

No changes in Professional's key personnel or subcontractors designated in this Task Order as those who will provide Services shall be permitted except with the prior written consent of Town, which consent shall not be unreasonably withheld.

6. Insurance. Professional represents and warrants that all insurance requirements set forth in Agreement continue to be met.

7. Amendment. This Task Order may be amended only by written amendment of the parties.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this 22nd day of April, 2022.

Professional

Name: KEVIN C. IRBY
Name of Professional (type or print)

By: [Signature]
(Signature)

Title: VICE PRESIDENT

Attest: Paul Milligan
(Secretary, if a corporation)



Town of Apex

[Signature]
Catherine Crosby, Town Manager

Attest:

[Signature]
Town Clerk

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

[Signature]
Finance Director

ATTACHMENT 1
TO AGREEMENT BETWEEN OWNER AND ENGINEER
April 2022

This is an exhibit attached to and made a part of and incorporated by reference into the Original Agreement, dated September 4, 2018 between CDM Smith Inc. (ENGINEER) and Town of Apex (OWNER) for professional services.

1.0 ENGINEER'S SERVICES

The Lead and Copper Rule Revisions (LCRR) require planning, submittals and modified procedures for water utilities prior to the compliance date of October 16, 2024. ENGINEER will assist with the OWNER with development of a program to address requirements for compliance with the LCRR.

This Scope of Services is the first phase of the multi-phase Program. The first phase will focus on data review, initial steps to develop a service line material (SLM) inventory, identify any lead service lines (LSL) and development of standard operating procedures (SOPs) and public notification materials. These activities are necessary before proceeding with the remainder of the program.

Upon completion of the first phase of work, subsequent phases may be amended to this agreement.

2.0 SCOPE OF WORK

ENGINEER will provide the following services under this Scope or Work:

Task 1 – Project Management & Quality Control

Task 2 –SLM Inventory

Task 3 –LSL Replacement SOPs

Task 4 – Review of Lead and Copper Sampling Data

Task 5 – Review of Corrosion Control Treatment

Task 6 – Public Education and Outreach

A description of each of the tasks from the first phase is provided below. At the conclusion of this Phase 1, ENGINEER's contract will be amended for subsequent phases of LCRR compliance needs. Additional services may be provided by the ENGINEER upon separate written authorization from the OWNER for a mutually agreed upon scope and budget.

Task 1 – Project Management & Quality Control

ENGINEER will perform activities involved with the planning and subsequent monitoring and control of the Project. ENGINEER will undertake quality control activities in accordance with the ENGINEER's Quality Management System (QMS) that includes monthly project status reporting, communication plans, and independent specialist reviews. ENGINEER will provide monthly invoices with progress reports.

ENGINEER will conduct a kickoff workshop with OWNER staff to discuss the approach for Phase 1. ENGINEER will maintain regular contact with the OWNER's project manager throughout the Project via emails and phone calls. Additional task-specific meetings are included in Tasks 2 through 6.

Task 1 Deliverables

- Kickoff meeting minutes
- Monthly progress reports and invoices

Task 2 –SLM Inventory

ENGINEER will assist the OWNER in the development of a SLM inventory, including development of methodology to document areas without LSLs. The following tasks are included in the first phase of work.

Task 2.1 – Develop Data Management Solution

ENGINEER will coordinate with OWNER staff to determine the format of SLM inventory data to be compiled under Task 2.2. ENGINEER will assist the OWNER with identifying a suitable software platform for the SLM inventory and validation. The process will identify the OWNER's requirements, including integration with existing software, and compare available options and associated costs. This task includes two (2) meetings (in-person/ virtual). The first meeting with OWNER staff is to discuss data management requirements and options. ENGINEER will recommend a data management solution software with cost information in the second meeting.

The selection and implementation of the software platform will begin after the data compilation in Task 2.2.

Task 2.2 – Data Compilation

It is estimated that none of the nearly 25,000 service laterals and connections are in GIS. The initial basis of the inventory will use the Wake County parcels and billing meters information to establish the customer connections. ENGINEER will compile available digital data for both the utility side (public) material and customer (private) side material. Available digital data sources will include GIS, the OWNER's work order system, meter management system, water main installation dates and county assessor's database. These sources will be used to develop the inventory and identify the material for the unknowns on the utility and private side. Although none are currently known within the system, lead goosenecks will also be included in the inventory where identified in the data and will be assumed wherever galvanized is found.

ENGINEER will research plumbing codes, ordinances, meter replacement program data, and purchasing records, as available, to determine materials historically used in the distribution system. ENGINEER will estimate the material using agreed upon assumptions between ENGINEER and OWNER such as install date and diameter. The oldest buildings in Apex date back to the late 1800s with approximately 1,300 properties constructed prior to 1986 when lead was banned.

ENGINEER will combine the service line information into one inventory database that is consistent with the data management requirements identified in Task 2.1. The database will include fields identifying the utility material, customer material, and data sources that can be pulled into the OWNER's GIS system.

This task includes one meeting with OWNER staff to discuss available data sources. The meeting will be coordinated with one of the meetings planned under Task 2.1.

This task assumes the OWNER will provide the following data:

- Water system GIS database with existing lateral lines and meter locations.
- Management system (CMMS) extract with lateral repairs will be provided by the OWNER in a database format with a foreign key to the asset identifier.
- CMMS extract with meter replacement workorders noting material and associated images of the meter box will be provided by the OWNER
- Recent AMI meter replacement program installations

Task 2.3 – Develop Material Validation Strategies

Based on discussion with the OWNER, it appears that the OWNER’s system does not have any known LSL; however there may be some galvanized service lines. Based on the LCRR, the total number of LSL in the system will be the sum of:

- LSL
- Galvanized service lines that are currently or formerly downstream of a lead pipe (referred to as “galvanized requiring replacement” in the LCRR)
- Unknown service lines installed prior to a lead ban (either local or federal) that could potentially be lead (referred to as “lead status unknown” in the LCRR)

It is also a possibility that the LCRR will be revised to include galvanized service lines downstream of a lead gooseneck. This may be addressed through the Lead and Copper Revision Improvements (LCRI) which is expected to come out before October 2024.

ENGINEER will meet with the North Carolina Department of Environmental Quality (NCDEQ) LCRR Compliance Specialist to discuss approved verification methods for non-lead service lines.

After completing Task 2.2, ENGINEER will develop a strategy to reduce the number of “lead status unknown” service lines before October 2024. ENGINEER anticipates several strategies will be considered. ENGINEER will conduct one meeting, either virtual or in-person, with OWNER staff to present and discuss potential material validation strategies. Implementation of the validation strategies are not included in this Scope of Work; however, implementation may be included in a subsequent phase of the Project.

ENGINEER will develop an initial inventory based on the assumptions and provide an estimation of which unknown service lines are likely lead and likely not lead with a strategy for verifying the unknown service lines. The sources, assumptions, and methods used for the initial inventory will be documented in a TM along with recommendations and schedule for next steps to validate and refine the LSL inventory. TM will include a summary of feedback from NCDEQ. The TM will include next steps and estimated budget for the Phase 2 tasks related to developing the LSL inventory. ENGINEER will address OWNER’s comments and issue a final TM.

Task 2 Deliverables

- Presentation materials and minutes from meetings (3 total meetings included in Task 2)
- Initial SLM Inventory in Excel and GIS
- Draft and Final Material Validation Strategy TM (electronic format)

Task 3 – LSL Replacement SOPs

Although not required for compliance until October 16, 2024, it is recommended that the OWNER implement procedures for on-going capital improvements and maintenance work that impacts LSLs, galvanized lines, lead goosenecks, or lead status unknown service lines. ENGINEER will meet with OWNER to discuss which procedures they will implement prior to the LCRR becoming effective. ENGINEER will prepare SOPs for on-going activities including lead service line replacements (LSLRs), disturbances, or removing goosenecks. SOPs will address:

- Procedures for disturbances to lead, galvanized or unknown service lines
- Communication to homeowners and renters
- Allowing contractors into the home for a materials inspection and replacement
- Flushing procedures and flyers
- Communication regarding partial LSLRs if applicable
- Follow-up sampling if applicable
- Updating the service line material inventory database

ENGINEER will prepare written SOPs in the OWNER's preferred format. Task 3 includes one meeting with OWNER's staff to discuss and receive feedback on draft SOPs. ENGINEER will incorporate OWNER comments and issue final SOPs.

Task 3 Deliverables

- Presentation materials/minutes from meeting (1 meeting included in Task 3)
- Draft and Final SOPs (electronic format)

Task 4 – Review of Lead and Copper Sampling Data

The LCRR requires changes to the compliance sampling for lead and copper and also requires sampling in schools and licensed childcare facilities. As a first phase to prepare the OWNER for the sampling changes, ENGINEER will compile and review existing data. Activities include:

- Review OWNER's historical lead and copper sampling addresses and compare the current sampling pool with service line inventory information from Task 2. Current sampling sites that may qualify as Tier 1, 2, or 3 under the new rule will be identified for the current triannual sampling and sampling under the LCRR.

- Prepare a list of all elementary schools, licensed daycares and secondary schools that receive the OWNER's water. OWNER does not currently sample in schools, but the Wake County Health Department performs sampling in schools and childcare facilities report sampling to the Health Department. ENGINEER will work with OWNER to obtain school and childcare sampling data from the Health Department and ENGINEER will summarize the results.
- Discuss LCRR requirements for childcare center testing with NCDEQ to determine if existing required testing would qualify as a substitute for additional testing.
- Preparation of an approach to implement the school and daycare sampling.

Task 4 includes one (1) meeting with the OWNER to discuss the data and school sampling approach and one (1) meeting with select school and/or childcare representatives and Health Department to introduce and discuss the upcoming changes to lead and copper sampling.

ENGINEER will prepare a draft TM describing the proposed approach for sampling in schools and daycares with a roadmap to prepare for January 2025 when the school sampling is required to commence. This may include a recommendation to sample ahead of 2025. The TM will include next steps and estimated budget for the Phase 2 tasks related to LCRR compliance sampling and school/ daycare sampling. ENGINEER will address OWNER's comments and issue a final TM.

Task 4 Deliverables

- Presentation materials/minutes from meetings (2 meetings included in Task 4)
- A list of current sampling sites that will need to be removed from the sampling pool based on the results of Task 2 and a list of sites that can remain in the pool (electronic format)
- A list of all schools and daycares served by the OWNER with comments indicating which fall under the LCRR (electronic format)
- Draft and Final Compliance and School Sampling TM (electronic format)

Task 5 – Review of Corrosion Control Treatment

ENGINEER will review OWNER's current corrosion control treatment (CCT) in light of the new LCRR to confirm continued compliance with the Rule. The OWNER recently completed a Corrosion Control Study and submitted to NCDEQ. Activities under this task focus on reviewing for completion and providing recommendations for additional analysis. This task includes:

- Review the previous CCT study reports, provided by the OWNER, for compliance with the LCRR
- Provide any recommendations for additional analysis or studies

This Scope of Work does not include a CCT study, any sample collection or laboratory analysis. However, if recommended, these may be included in a subsequent phase of the Project.

ENGINEER will prepare a TM with recommendations indicating if any additional analysis or studies are recommended for the OWNER's CCT to comply with the LCRR. The TM will include next steps and estimated budget for the Phase 2 tasks related to CCT compliance. ENGINEER will address OWNER's comments and issue a final TM.

Task 5 Deliverables

- Draft and Final CCT TM (electronic format)

Task 6 – Public Education and Outreach

ENGINEER will assist OWNER in public education and outreach efforts for the LCRR. Activities include:

- Develop notifications for procedures implemented pre-2024 including a verification effort of private-side service lines.
- Develop a communication strategy for public education.

ENGINEER will facilitate a meeting with representatives of OWNER's staff to present and discuss strategies and materials that may need to be developed to communicate with the public about the LCRR and upcoming requirements. ENGINEER will prepare a TM with a communication strategy for the public. The TM will include next steps and estimated budget for the Phase 2 tasks related to public education and outreach. ENGINEER will address OWNER's comments and issue a final TM.

Preparation of educational or outreach materials for the public is not included in this Scope of Work, other than what is listed below, but will be included in a subsequent phase of the Project.

Task 6 Deliverables

- Presentation materials/minutes from meeting (1 meeting included in Task 6)
- A notification to customers on changed procedures implemented under Task 3 (electronic format)
- Draft and Final Communication Strategy TM (electronic format)

3.0 ASSUMPTIONS

The following assumptions were made during development of this Scope of Work. Changes to these assumptions can be included as an Amendment to this Agreement.

- In addition to the assumptions stated within 2.0 Scope of Work, OWNER will provide meeting space for all in-person meetings.

4.0 OWNER'S RESPONSIBILITIES

The responsibilities of OWNER in addition to those in the main agreement are as follows:

- Provide ENGINEER with all requested data. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all reports, data, and other information furnished pursuant to this paragraph.
- OWNER shall provide review comments on submittals within two (2) weeks of receipt of deliverable.

5.0 SCHEDULE

It is anticipated that the project will take 6 months to complete, starting within two weeks of receipt of a formal notice to proceed (NTP). ENGINEER will prepare a project schedule within the first twenty (20) calendar days after NTP.

6.0 PAYMENT AND COMPENSATION

Total compensation to the ENGINEER for the work described above shall be a lump sum fee not to exceed of \$94,000, unless changed by a duly authorized amendment. Invoices will be submitted monthly based on estimated project percent complete, with a final invoice submitted once all project deliverables are completed. Additional services, if applicable and approved by the OWNER, will be compensated at an agreed upon lump sum fee.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 13, 2023

Item Details

Presenter(s): Deputy Chief Mitch McKinney

Department(s): Police

Requested Motion

Motion to approve a Master Services Agreement (MSA), effective July 1, 2023 through June 30, 2026, with Axon Enterprises Inc. for technology and software support for the following in the Apex Police Department (APD): Body Worn Cameras (BWC), Mobile Video Recorders (MVR), and Taser 7 Electronic Control Weapons (ECW); and authorize the Town Manager to execute the agreement(s) on behalf of the Town.

Approval Recommended?

Yes

Item Details

Apex Police Department (APD) is requesting to significantly improve operational efficiency and lower related cost by merging infrastructure currently spread out through multiple hardware and software providers under one consolidated system. Axon Enterprises Inc. is able to provide the necessary support and is recommended for approval as the service provider. Under the Axon Infrastructure Merger Project, APD would consolidate the following technologies and hardware:

- Body Worn Cameras (BWC)
- Mobile Video Recorders (MVR)
- Taser 7 Electronic Control Weapons (ECW)

The timing for this project coincides with replacement of the X26 ECW systems and Panasonic MVR's which are approaching end of life. Consolidating the hardware and software will decrease operational costs and costs associated with staff time significantly impacted by technology challenges presented by the need to move data files between the mismatched systems.

Attachments

- CN6-A1: Master Services and Purchasing Agreement
- CN6-A2: Desktop Software End User License Agreement
- CN6-A3: Taser Energy Weapon Agreement
- CN6-A4: Evidence Justice Services Agreement
- CN6-A5: Fleet Installation Details and Statement of Work
- CN6-A6: Axon Body Worn Camera (BWC) Mobile Video Recorder (MVR) & Taser 7 Quote





Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for 30 months and 90 days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term.
- 7.2. **Disclaimer .All software and Axon Cloud Services, are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices, software, and services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's**

warranty and are only subject to the warranties of the third-party provider or manufacturer.

- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon Manufactured Device or (b) 90-days from the date of repair or replacement.

7.3.1. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**

7.5.2. **Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of Axon or any Releasees or otherwise. Agency agrees not to make or bring any such claim against Axon or any other Releasee, and forever release and discharge Axon and all other Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services



are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) a dispute between Agency and a third-party over Agency's use of Axon Devices; (d) to ensure Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5 years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
18. **General.**
 - 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's

reasonable control.

- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or



Axon Cloud Services Terms of Use Appendix

1. Definitions.

- a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
- b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
- c. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**"TASER Data"**). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

- a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
- b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic



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screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
9. For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.
10. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
11. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
12. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
13. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7, OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7, OSP 10 Term ("**Axon Records Subscription**")
 - b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
 - d. Users of Axon Records at the agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon



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may limit usage should the Agency exceed an average rate of 100 GB per user per year of uploaded files. Axon will not bill for overages.

14. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
15. **After Termination.** Axon will not delete Agency Content for 90 days following termination. There will be no functionality of Axon Cloud Services during these 90 days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
16. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
17. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
18. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.



Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need



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<ul style="list-style-type: none">• Troubleshoot IT issues with Axon Evidence and Axon Dock (“Dock”) access
/Dock configuration <ul style="list-style-type: none">• Work with Agency to decide the ideal location of Dock setup and set configurations on Dock• Authenticate Dock with Axon Evidence using “Administrator” credentials from Agency• Does not include physical mounting of docks
Axon instructor training (Train the Trainer) <p>Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations</p>
End user go-live training and support sessions <ul style="list-style-type: none">• Assistance with device set up and configuration• Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet <p>Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration <ul style="list-style-type: none">• Configure Axon Evidence categories & custom roles based on Agency need.• Troubleshoot IT issues with Axon Evidence.• Register users and assign roles in Axon Evidence.• For the CEW Full Service Package: On-site assistance included• For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager <p>Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout</p>
Best practice implementation planning session to include: <ul style="list-style-type: none">• Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies• Discuss the importance of entering metadata and best practices for digital data management• Provide referrals to other agencies using TASER CEWs and Axon Evidence• For the CEW Full Service Package: On-site assistance included• For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions <p>On-site sessions providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
Axon Evidence Instructor training <ul style="list-style-type: none">• Provide training on the Axon Evidence to educate instructors who can support Agency’s subsequent Axon Evidence training needs.• For the CEW Full Service Package: Training for up to 3 individuals at Agency• For the CEW Starter Package: Training for up to 1 individual at Agency
TASER CEW inspection and device assignment <p>Axon’s on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.</p>
Post go-live review <p>For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.</p>

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs <p>Axon’s on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.</p>
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Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.
Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
9. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
10. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
11. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
12. **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("Acceptance Form") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
13. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **TASER Upgrade.** If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the 6th year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least 90 days in advance. If necessary to maintain compatibility among Axon Devices, within 30 days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
5. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 7 Subscription</u>
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
7. **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.
8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
9. **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - 9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.



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- 9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
 - 9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term**. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 Start date.
6. **Access Rights**. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.
7. **Agency Warranty**. If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order**. To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.



Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. Wireless Offload Server.
 - 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
5. Axon Vehicle Software.
 - 5.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software.") "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.
6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within 7 days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.



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7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as schedule on the Quote.
- 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
- 7.2. Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
- 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
- 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
- 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.
 - 1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.
 - 1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "Virtual Reality Media").
2. **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/legal/axon-virtual-reality-privacy-policy>.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.



Axon Commander Software Appendix

This Appendix applies if Axon Commander is included on the Quote.

1. **License**. Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.
2. **Term**. The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.
3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Commander;
 - 3.2. reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
 - 3.3. access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Commander in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Commander;
 - 3.6. resell, rent, loan or sublicense Commander;
 - 3.7. access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.
4. **Support**. Axon may make available updates and error corrections ("**Updates**") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.
5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Commander.



Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or AXON API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;



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- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
 - 5.5. Prohibitions on API Content. Neither Agency nor its end users will use API content returned from the API Interface to:
 - 5.6. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 5.7. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 5.8. misrepresent the source or ownership; or
 - 5.9. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
6. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.



Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management (“**SCIM**”), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Agency will work independently to configure Agency’s Advanced User Management for Agency’s applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions.**
 - 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.
 - 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
 - 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.
3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule
4. **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.
5. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
7. **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.
8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:
 - 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 8.4. Ensure all appropriate data backups are performed;
 - 8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
 - 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
 - 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,



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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope.** Agency currently has legacy data in the VIEVU Solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
 - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Agency and an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have 90 days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
 - 6.1. In the event Agency does not accept the Migration, Agency agrees to notify the Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these 90 days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 90 days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency 90 days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of Migration.



Axon Support Engineer Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer (“ASE”) services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.

2. **Full-Time ASE Scope of Services.**

- 2.1. A Full-Time ASE will work on-site four (4) days per week.
- 2.2. Agency’s Axon sales representative and Axon’s Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency’s needs and availability of a Full-Time ASE.
- 2.3. The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.

- 2.4. The Full-Time ASE **Service options are listed below:**

Ongoing System Set-up and Configuration
Assisting with assigning cameras and registering docks
Maintaining Agency’s Axon Evidence account
Connecting Agency to “Early Access” programs for new devices
Account Maintenance
Conducting on-site training on new features and devices for Agency leadership team(s)
Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
Conducting weekly meetings to cover current issues and program status
Data Analysis
Providing on-demand Axon usage data to identify trends and insights for improving daily workflows
Comparing Agency’s Axon usage and trends to peers to establish best practices
Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support
Providing on-site, tier 1 and tier 2 technical support for Axon devices
Proactively monitoring the health of Axon equipment
Creating and monitoring RMAs on-site
Providing Axon app support
Monitoring and testing new firmware and workflows before they are released to Agency’s production environment
Agency Advocacy
Coordinating bi-annual voice of customer meetings with Axon’s Device Management team
Recording and tracking Agency feature requests and major bugs

3. **Regional ASE Scope of Services**

- 3.1. A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.
- 3.2. There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.
- 3.3. The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.
- 3.4. The Regional ASE service options are listed below:

**Account Maintenance**

Conducting remote training on new features and devices for Agency's leadership
Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program

Conducting weekly conference calls to cover current issues and program status

Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices

Direct Support

Providing remote, tier 1 and tier 2 technical support for Axon devices

Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon usage data to identify trends and program efficiency opportunities

Comparing an Agency's Axon usage and trends to peers to establish best practices

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

Coordinating bi-yearly Voice of Agency meetings with Device Management team

Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **ASE Leave Time.** The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.



Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("Software") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only--excluding Licenses leased for a pre-determined period of time, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period of time, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("Software Documentation"), or return such copies to Axon. Agency agrees that with respect to any copies that may exist with respect to media containing regular backups of Agency's computer or computer system, that Agency shall not access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, by the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. treasury Department's list of Specially Designated Nations or the U.S. Department of Commerce's Table of Denials.



Master Services and Purchasing Agreement for Agency

9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with RESTRICTED RIGHTS under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon Products.
- 1.2. **"Recipient Contact Information"** means contact Information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
- 1.3. **"Customer Data"** means
 - 1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
 - 1.3.3. "Survey Response" which means survey recipients response to My90 Survey.
- 1.4. **"My90 Data"** means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual.
- 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.
4. **Customer Owns My90 Customer Content.** Customer controls or owns all right, title, and interest in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon Products.
5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified

in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy> . Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon Products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon Products.
8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customers, Axon will Process including store Customer Data within the United States. Ownership of My90 Customer Content remains with Customer.
9. **Required Disclosures.** Axon may be required to disclose Customer Data that Customer shares with Axon as part of a subpoena process or other order issued by a court or administrative body or otherwise required by any law or regulation. Axon will not disclose Customer Data except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon Customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or could reasonably be linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Customer grants Axon and, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives but Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within 72 hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon



shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for 24 hours. Axon will not delete Aggregated Survey Response for four years following termination of this Agreement. There will be no functionality of My90 during these four years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Customer is responsible for:
 - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
19. **Prior to enrollment in My90.** Prior to enrolling in MY90, Customer will:
 - 19.1. determine how to use MY90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations.
 - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Customer Responsibilities.** Customer is responsible for:
 - 20.1. ensuring no My90 Customer Content or Customer end user's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notice and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to My90. Customer will also maintain the security of end usernames and passwords and security and access by end users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if



account information is lost or stolen.

21. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Customer or end user's use of or registration for My90 may (a) pose a security risk to Axon Products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
22. **My90 Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
 - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
 - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
 - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
 - 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
 - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
 - 1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("CAD"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback - enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test ("Data Dashboard") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customers will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customers; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.



By using an Axon Enterprise, Inc. (“**Axon**”) desktop software (“**Software**”), you indicate your agreement to the terms of this License Agreement (“**Agreement**”). Axon owns the Software, all executable instructions, images, icons, sound, and text incorporated in the Software. United States copyright laws and international treaty provisions protect Axon’s ownership of the Software. Except to the extent expressly licensed in this Agreement, all rights are reserved to Axon.

USE OF THE SOFTWARE IS SUBJECT TO THE TERMS SET FORTH BELOW. USING THE SOFTWARE INDICATES YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT COPY OR USE THE SOFTWARE.

1. **License Grant.** Axon grants to you a non-exclusive, royalty-free, worldwide right and license to use the Software, where “use” and “using” in this Agreement mean storing, loading, installing, or executing the Software exclusively for data communication with an Axon product. You may use the Software in a networked environment on computers other than the computer on which the Software is installed if each execution of the Software is for data communication with an Axon product. You may make copies and adaptations of the Software for archival purposes and when copying or adaptation is an essential step in the authorized use of the Software if you retain all copyright, trademark, and proprietary notices in the original Software on all copies or adaptations. You may copy the written materials accompanying the Software.

2. **Prohibited Acts.** You may not modify the Software or disable any licensing or control features of the Software. You may not rent or lease your rights to the Software or documentation. You may not reverse engineer the Software to obtain source code. The license does not include a grant of any right to use source code obtained or devised as a result of reverse engineering. The license grant does not include a grant of any right under any patent or trademark of Axon.

3. **Ownership.** Except provided in this Agreement, all rights to the Software belong to Axon. Your license confers neither title to nor ownership in the Software and is not a sale of any rights in Axon. Axon owns and reserves all right, title, and interest in the Software, including any suggestions to Axon. Axon has and claims proprietary rights in the Software, and integration of ancillary materials, knowledge, and designs constituting Axon products and services. You will not directly or indirectly cause any Axon proprietary rights to be violated.

4. **License Restrictions.** You may not use the Software in any manner or for any purpose other than as expressly permitted by this Agreement. You may not: (a) modify, alter, tamper with, repair, or otherwise create derivative works of the Software; (b) reverse engineer, disassemble, or decompile the Software or apply any other process or procedure to derive the source code of the Software, or allow any others to do the same; (c) access or use the Software in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) copy the Software in whole or part, except as expressly permitted in this Agreement; (e) use trade secret information contained in the Software, except as expressly permitted in this Agreement; (f) resell, rent, loan or sublicense the Software; (g) access the Software in order to build a competitive product or service or copy any features, functions or graphics of the Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or our licensors on or within the Software or any copies of the Software. All licenses granted to you in this Agreement are conditional on your continued compliance with this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During the term of your use of the Software and after, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual

property infringement claim regarding the Software.

5. **Support.** Axon may make available to you updates and error corrections (collectively, "Updates") to the Software. Axon may provide Updates electronically via the Internet or via media as determined solely by Axon. It is your responsibility to establish and maintain adequate access to the Internet in order to receive the updates. Axon does not provide Internet Service Provider (ISP) services. You are responsible for maintaining the computer equipment necessary for your use of the Software. At its sole discretion, Axon may provide technical support for the current and prior release(s)/version(s) of the Software for a period of six (6) months following the date the Axon makes the subsequent release/version generally available.

6. **Disclaimers.** AXON PROVIDES THE SOFTWARE "AS IS." AXON AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SOFTWARE, INCLUDING ANY WARRANTY THAT THE SOFTWARE WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT OR THE THIRD PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, AXON AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

7. **Limitation of Liability.** AXON AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER AXON NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SOFTWARE, INCLUDING AS A RESULT OF ANY (i) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SOFTWARE, (ii) DISCONTINUATION OF A PORTION OR ALL OF THE SOFTWARE, OR, (iii) WITHOUT LIMITING ANY OTHER OBLIGATIONS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SOFTWARE FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE SOFTWARE, GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SOFTWARE; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, AXON AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY AXON UNDER THIS AGREEMENT FOR THE SOFTWARE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

8. **Remedies.** YOUR EXCLUSIVE REMEDY IS, AT AXON'S SOLE OPTION, REPAIR OR REPLACEMENT OF THE SOFTWARE OR REFUND OF PART OR THE ENTIRE LICENSE FEE, IF ANY, PAID BY YOU FOR THE SOFTWARE.



9. Offline Mode. Axon is not liable for any improper or incorrect use of the data collected by, distributed by, or downloaded with the Software in Offline Mode. Once you transfer data from the TASER or Axon brand product to your local computer, Axon makes no guarantee or warranty that the data cannot be altered or will remain in its original format. It is your responsibility to monitor data storage, usage and collection. Axon gives no warranty, expressed or implied, as to the accuracy, reliability, or completeness of the data collected by, distributed by, or downloaded with the Software in Offline Mode. Although this data may have been captured successfully by a TASER or Axon brand product, no warranty expressed or implied is made regarding the utility of the data on another system or for general or evidentiary purposes, nor will the act of distribution constitute any such warranty. This disclaimer applies to individual use of the data and aggregate use with other data.

10. Termination. This Agreement will continue for the duration of Axon's copyright in the Software, unless earlier terminated as provided in this Agreement. Axon may terminate your license immediately without notice to you for your failure to comply with any of the terms set forth in this Agreement. Upon termination, you must immediately destroy the Software, together with all copies, adaptations and merged portions thereof in any form. Obligations to pay accrued charges or fees will survive the termination of this Agreement.

11. Assignment. Neither party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other party. Notwithstanding the above, either party may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without the consent of the other party (a) in connection with a merger, acquisition or sale of all or substantially all of its assets, or (b) to as part of a corporate reorganization. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

12. No Third Party Beneficiaries. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

13. Export Requirements. You may not export or re-export the Software or any copy or adaptation in violation of any applicable laws or regulations.

14. U.S. Government Rights. If you are a U.S. Federal department or using Axon the Software behalf of U.S. Federal department, Software provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If you are using Software on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue use of the Software.

15. Entire Agreement. Unless otherwise expressly agreed in writing, this Agreement constitutes the sole and exclusive agreement between you and Axon with regard to the Software, and supersedes all prior agreements, whether oral or written, and other communications between the parties relating to the subject matter set forth in this Agreement. You agree that your purchase or use of the Software is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Axon regarding future functionality or features of the Software. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the parties to this Agreement. If Axon provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.



Desktop Software End User License Agreement

16. No Waivers. The failure by either party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the party's right to enforce the provision later. All waivers by a party must be in writing.

17. Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18. Governing Law; Venue. The laws of the State of Arizona, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the parties. Any dispute relating in any way to the Software or this Agreement must only be adjudicated in a state or federal court located in Maricopa County, Arizona. Each party consents to exclusive jurisdiction and venue in these courts. Notwithstanding the foregoing, either party may seek injunctive relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of that party's or any third party's intellectual property or other proprietary rights. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

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Axon Enterprise, Inc.'s TASER Energy Weapon Agreement

This TASER Energy Weapon Agreement ("**Agreement**") applies to Agency's TASER 7 or TASER 10 purchase from Axon Enterprise, Inc. ("**Axon**"). Agency will receive TASER 7 or TASER 10 Conducted Energy Weapon ("**CEW**") hardware, accessories, warranty, and services documented in the attached Quote Appendix ("**Quote**").

1. **Term.** The start date is based on the initial shipment of TASER 7 or TASER 10 hardware ("**Start Date**"). If shipped in the first half of the month, the Start Date is the 1st of the following month. If shipped in the last half of the month, the Start Date is the 15th of the following month. The TASER 7 OR TASER 10 term will end upon completion of the associated TASER 7 or TASER 10 subscription in the Quote ("**Term**"). If the Quote has multiple TASER 7 or TASER 10 ship dates, each shipment will have a 60-month term, starting on the shipment of TASER 7 or TASER 10 as described above.
2. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.
3. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.
4. **Shipping.** Axon may make partial shipments and ship any hardware provided by Axon under this Agreement ("**Axon Devices**") from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.
5. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.
6. **Warranty.**
 - 6.1. **Limited Warranty; Disclaimer.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for 30 months and 90 days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. **All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices, software, and services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**
 - 6.2. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon Manufactured Device or (b) 90-days from the date of repair or replacement.
 - 6.2.1. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
 - 6.3. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-



Axon Enterprise, Inc.'s TASER Energy Weapon Agreement

functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

- 6.4. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

6.4.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

6.4.2. Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

- 6.5. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

- 6.6. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

- 6.7. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of Axon or any Releasees or otherwise. Agency agrees not to make or bring any such claim against Axon or any other Releasee, and forever release and discharge Axon and all other Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

7. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
8. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
9. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
10. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
11. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

12. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this



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Agreement or violation of applicable law by Agency or an Agency end user; (c) a dispute between Agency and a third-party over Agency's use of Axon Devices; (d) to ensure Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

13. Termination.

- 13.1. **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 13.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 13.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

14. General.

- 14.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 14.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 14.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 14.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 14.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 14.6. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 14.7. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 14.8. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 14.9. **Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 14.10. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

- 18.12 **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire



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agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Agency

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



TASER Energy Weapon Axon Evidence Terms of Use Appendix

1 **Definitions.**

"Agency Content" is data uploaded into, ingested by, or created in Axon Evidence within Agency's tenant, including media or multimedia uploaded into Axon Evidence by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"Non-Content Data" is data, configuration, and usage information about Agency's Axon Evidence tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

2 **Subscription Term.** The TASER 7 or TASER 10 Axon Evidence Subscription Term begins on the Start Date.

3 **Access Rights.** Upon Axon granting Agency a TASER 7 or TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 or TASER 10 CEW devices during the TASER 7 or TASER 10 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 or TASER 10 data or any other files to Axon Evidence. Agency may not exceed the number of end-users than the Quote specifies.

4 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

5 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Axon Evidence and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

6 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content and no Agency Content or Agency end user's use of Agency Content or Axon Evidence violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Evidence. If Agency becomes aware of any violation of this Agreement by an end-user, Agency will immediately terminate that end user's access to Axon Evidence.

Agency is also responsible for maintaining the security of end-user names and passwords and taking steps to maintain appropriate security and access by end-users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Content or if account information is lost or stolen.



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- 7 **Privacy.** Your use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- 8 **Storage.** Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Data Storage.** Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers where Agency Content will be stored. Axon will ensure all Agency Content stored in Axon Evidence remains within the country the Agency is located. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may suspend Agency access or any end-user's right to access or use any portion or of Axon Evidence immediately upon notice, if:
- 10.1. The Termination provisions of the TASER 7 or TASER 10 Terms and Conditions apply;
 - 10.2. Agency or an end-user's use of or registration for Axon Evidence (i) poses a security risk to Axon Evidence or any third party, (ii) may adversely impact Axon Evidence or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;
- Agency remains responsible for all fees incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Axon Evidence due to suspension, except as specified elsewhere in this Agreement.
- 11 **Axon Evidence Warranty.** Axon warrants that Axon Evidence will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to Axon Evidence.
- 12 **Axon Evidence Restrictions.** All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end-users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 12.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;
 - 12.2. reverse engineer, disassemble, or decompile Axon Evidence or apply any other process to derive any source code included in Axon Evidence, or allow any others to do the same;
 - 12.3. access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 12.4. use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;
 - 12.5. access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;
 - 12.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or
 - 12.7. use Axon Evidence to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, or to store or transmit malicious code.
- 13 **After Termination.** Axon will not delete Agency Content for 90 days following termination. During



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these 90 days, Agency may retrieve Agency Content only if all amounts due have been paid. There will be no application functionality of Axon Evidence during these 90 days other than the ability to retrieve Agency Content. Agency will not incur any additional fees if Agency Content is downloaded from Axon Evidence during these 90 days. Axon has no obligation to maintain or provide any Agency Content after these 90 days and will thereafter, unless legally prohibited delete all of Agency Content stored in Axon Evidence. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from Axon Evidence.

- 14 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 15 **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data," as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Evidence on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue the use of Axon Evidence.
- 16 **Survival.** Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Axon Evidence Warranty, and Axon Evidence Restrictions.



Axon Customer Experience Improvement Program Appendix

- 1 **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 **ACEIP Tier 1.**

- 1.1.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

1.1.2. Expiration of ACEIP Tier 1. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 ACEIP Tier 2. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at <https://www.axon.com/sales-terms-and-conditions> and incorporated herein by reference.



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Professional Services Appendix

1 **Utilization of Services.** Agency must use pre-paid professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

2 **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration <ul style="list-style-type: none">• Configure Axon Evidence categories & custom roles based on Agency need.• Troubleshoot IT issues with Axon Evidence.• Register users and assign roles in Axon Evidence.• For the CEW Full Service Package: On-site assistance included• For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager <p>Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout</p>
Best practice implementation planning session to: <ul style="list-style-type: none">• Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies• Discuss the importance of entering metadata and best practices for digital data management• Provide referrals to other agencies using TASER CEWs and Axon Evidence• For the CEW Full Service Package: On-site assistance included• For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions <p>On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
Axon Evidence Instructor training <ul style="list-style-type: none">• Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.• For the CEW Full Service Package: Training for up to 3 individuals at Agency• For the CEW Starter Package: Training for up to 1 individual at Agency
TASER CEW inspection and device assignment <p>Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.</p>
Post go-live review <p>For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.</p>

3 **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs <p>Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.</p>
Return of Old Weapons <p>Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction</p>

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

4 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.



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- 5 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
- 6 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
- 7 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("**Installation Site**") per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
- 8 **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 9 **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **TASER Upgrade**. If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the 6th year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least 90 days in advance. If necessary to maintain compatibility among Axon Devices, within 30 days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.
4. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
5. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 7 Subscription</u>
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
7. **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.
8. **Privacy**. Axon will not disclose Agency Content or any information about Agency except as compelled



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by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

9. **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - 9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
 - 9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
 - 9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



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TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
4. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term.** The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 Start date.
6. **Access Rights.** Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.
7. **Agency Warranty.** Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.



Axon Virtual Reality Content Terms of Use Appendix

- 1 **Term.** The Quote will detail the duration of the Virtual Reality Content license.
- 2 **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Axon's Virtual Reality Content, Agency must purchase those headsets from Axon.
- 3 **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Content licenses from Axon. Agency may not use Virtual Reality Content for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1 modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Content;
 - 3.2 reverse engineer, disassemble, or decompile Virtual Reality Content or apply any process to derive the source code of Virtual Reality Content, or allow others to do the same;
 - 3.3 copy Virtual Reality Content in whole or part, except as expressly permitted in this Agreement;
 - 3.4 use trade secret information contained in Virtual Reality Content;
 - 3.5 resell, rent, loan or sublicense Virtual Reality Content;
 - 3.6 access Virtual Reality Content to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Content; or
 - 3.7 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Content or any copies of Virtual Reality Content.
- 4 **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.



Axon Evidence Justice Services Agreement

This Axon Evidence Justice Services Agreement (“**Agreement**”) is between Axon Enterprise, Inc., a Delaware corporation (“**Axon**”), and the agency on the quote (“**Agency**”). This Agreement is effective as of the later of the (a) last signature date on this Agreement, or (b) signature date on the quote (“**Effective Date**”). Axon and Agency are each a “**Party**” and collectively “**Parties**”. This Agreement governs Agency’s purchase and use of the Axon services detailed in the Quote Appendix (“**Quote**”). The Parties therefore agree as follows:

1 **Term.** The Axon Evidence Justice Services subscription will begin on the Effective Date and continues until all subscriptions hereunder have expired or been terminated (“**Term**”).

2 **Definitions.**

“**Axon Cloud Services**” means Axon’s web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

“**Axon Device Data**” data uploaded to Evidence.com from Axon devices including body worn cameras, Fleet cameras, Interview Room cameras, or Axon Capture.

“**Axon Evidence**” means Axon’s web services for Evidence.com, and interactions between Evidence.com and or Axon client software. This excludes third-party applications or my.evidence.com.

“**Agency Content**” is data uploaded into, ingested by, or created in Axon Evidence within Agency’s tenant. Agency Content includes Evidence but excludes Non-Content Data.

“**Quote**” is only valid for services on the quote at the specified prices. Any terms within Agency’s purchase order in response to a Quote will be void.

3 **Storage.** Agency may store unlimited Axon Device Data in Agency’s Axon Evidence account if the Axon Device Data is shared to Agency through Axon Evidence from a partner agency using Axon Evidence. Agency may purchase ala carte storage for other data.

4 **Payment.** In the event Agency purchases services from Axon, payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys’ fees. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law. Agency is responsible for sales and other taxes associated with the order, unless Agency provides Axon a valid tax exemption certificate.

5 **Insurance.** Axon will maintain General Liability, Workers’ Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

6 **Indemnification.** Axon will indemnify Agency’s officers, directors, and employees (“**Agency Indemnitees**”) against all claims, demands, losses, and reasonable expenses arising out of a third party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency’s negligence or willful misconduct, or claims under workers compensation.

To the extent permitted by law, Axon disclaims all warranties, remedies, and conditions, whether oral, written, statutory, or implied. Axon’s cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to Axon Evidence Justice Service will not exceed the amount paid for such services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect,

incidental, punitive, or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort, or any other legal theory.

- 7 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon products and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 8 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Evidence infringes or misappropriates the third party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on: (a) modification of Axon Evidence by Agency or a third party not approved by Axon; (b) use of Axon Evidence in combination with hardware or services not approved by Axon; or (c) use of Axon Evidence other than as permitted in this Agreement.
- 9 **Termination.**
- 9.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the date of notice of termination.
- 9.2 **By Agency.** Agency is obligated to pay any applicable fees under this Agreement. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable. The date of such termination will be the date Axon receives notice from Agency.
- 9.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate, and Agency remains responsible for all fees incurred prior to the date of termination.
- 9.4 **By Axon.** If the Agency is using an Axon Evidence instance that has been provided a no charge to the Agency, Axon may terminate this Agreement for its convenience by providing ninety (90) days prior written notice.
- 10 **Confidentiality.** "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
- 11 **General.**
- 11.1 **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 11.2 **Independent Contractors.** The Parties are independent contractors. Neither Party has authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Agency, fiduciary, or employment relationship between the Parties.
- 11.3 **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

- 11.4 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 11.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 11.6 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 11.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 11.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 11.9 Survival.** The following sections will survive termination: Indemnification, IP Rights, Axon's Cloud Services Appendix, and, Storage.
- 11.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Prosecutor shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

- 11.11 Entire Agreement.** This Agreement represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.**Agency**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

- 1.1. **“Agency Content”** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
- 1.2. **“Evidence”** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
- 1.3. **“Non-Content Data”** is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- 1.4. **“Personal Data”** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**“TASER Data”**). Agency may not upload non-TASER Data to Axon Evidence Lite.
3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon’s business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user’s access to Axon Cloud Services.

- 5.1. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
- 5.2. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.
9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or

content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - 12.1. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term ("**Axon Records Subscription**")
 - 12.2. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - 12.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
 - 12.4. Users of Axon Records at the agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of 100 GB per user per year of uploaded files. Axon will not bill for overages.
13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - 13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

- 13.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
- 13.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
14. **After Termination.** Axon will not delete Agency Content for 90 days following termination. There will be no functionality of Axon Cloud Services during these 90 days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access • One on-site session included
Dock configuration <ul style="list-style-type: none"> • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session <ul style="list-style-type: none"> • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
5. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant

Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

6. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
7. **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
8. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1 **Subscription Term.** If Prosecutor purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Prosecutor.

If Prosecutor purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Prosecutor, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2 **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Prosecutor, Axon will need to store call for service data from Prosecutor's CAD or RMS.

Axon Auto-Transcribe Appendix

This Appendix applies to Axon Auto-Transcribe.

- 1) **Subscription Term.** If Prosecutor purchases Axon Auto-Transcribe as part of a bundle or Axon Evidence subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Evidence license term, or (2) date Axon provisions Axon Auto-Transcribe to Prosecutor. If Prosecutor purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Prosecutor.

Axon Auto-Transcribe minutes expire one year after being provisioned to Prosecutor by Axon.

If Prosecutor cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

- 2) **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Prosecutor a set number of minutes, Prosecutor may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Prosecutor will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Prosecutor additional fees for exceeding the number of purchased minutes.
- 3) **Axon Auto-Transcribe On-Demand.** Upon Axon granting Prosecutor an On-Demand subscription to Axon Auto-Transcribe, Prosecutor may utilize Axon Auto-Transcribe with no limit on the number of minutes. The scope of Axon Auto-Transcribe On-Demand is to assist Prosecutor with reviewing and transcribing individual evidence items. In the event Prosecutor uses Axon Auto-Transcribe On-Demand outside this scope, Axon may initiate good-faith discussions with Prosecutor on upgrading Prosecutor's Axon Auto-Transcribe On-Demand to better meet Prosecutor's needs.
- 4) **Warranty.** Axon does not warrant the accuracy of Axon Auto-Transcribe.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. Definitions.

- 1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or AXON API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

2. Purpose and License.

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. Configuration. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.**4. Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

-
- 4.11. disclose Axon's API manual.
5. **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:
- 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
- 5.5. Prohibitions on API Content. Neither Agency nor its end users will use API content returned from the API Interface to:
- 5.6. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 5.7. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 5.8. misrepresent the source or ownership; or
 - 5.9. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
6. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.

FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Apex Police Department - NC, the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON Installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

[Evidence.com](#)

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-476623-45061.622RM

Issued: 05/15/2023

Quote Expiration: 06/23/2023

Estimated Contract Start Date: 09/01/2023

Account Number: 110531

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice;Other-205 Saunders St 205 Saunders St Apex, NC 27502-1447 USA	Apex Police Department - NC 205 Saunders St Apex, NC 27502-1447 USA Email: 0566001166

SALES REPRESENTATIVE	PRIMARY CONTACT
Rob Marangelo Phone: Email: rmarangelo@axon.com Fax:	Paul Pope Phone: (919) 362-8661 Email: paul.pope@apexnc.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$1,664,961.49
ESTIMATED TOTAL W/ TAX	\$1,716,864.04

Discount Summary

Average Savings Per Year	\$100,925.96
TOTAL SAVINGS	\$504,629.79

Payment Summary

Date	Subtotal	Tax	Total
Jul 2023	\$332,992.32	\$10,380.51	\$343,372.83
Jul 2024	\$332,992.32	\$10,380.51	\$343,372.83
Jul 2025	\$332,992.32	\$10,380.51	\$343,372.83
Jul 2026	\$332,992.32	\$10,380.51	\$343,372.83
Jul 2027	\$332,992.21	\$10,380.51	\$343,372.72
Total	\$1,664,961.49	\$51,902.55	\$1,716,864.04

Quote Unbundled Price:	\$2,169,591.28
Quote List Price:	\$1,767,651.28
Quote Subtotal:	\$1,664,961.49

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100552	TRANSFER CREDIT - GOODS	1			\$1.00	\$22,970.21	\$22,970.21	\$1,665.35	\$24,635.56
OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	110	60	\$308.97	\$248.07	\$230.70	\$1,522,620.00	\$42,304.15	\$1,564,924.15
A la Carte Hardware									
74200	TASER 7 6-BAY DOCK AND CORE	2			\$1,624.35	\$1,624.35	\$3,248.70	\$235.50	\$3,484.20
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2			\$11.32	\$11.32	\$22.64	\$1.65	\$24.29
11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	110			\$41.75	\$0.00	\$0.00	\$0.00	\$0.00
100182	HIGH RETENTION WING CLIP, AXON RAPIDLOCK	110			\$29.95	\$0.00	\$0.00	\$0.00	\$0.00
74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	50			\$31.30	\$0.00	\$0.00	\$0.00	\$0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	50			\$31.30	\$0.00	\$0.00	\$0.00	\$0.00
AB3C	AB3 Camera Bundle	110			\$749.00	\$749.00	\$82,390.00	\$5,973.30	\$88,363.30
AB3MBD	AB3 Multi Bay Dock Bundle	8			\$1,638.90	\$1,638.90	\$13,111.20	\$950.55	\$14,061.75
A la Carte Services									
85147	CEW STARTER	1			\$9,950.00	\$9,950.00	\$9,950.00	\$0.00	\$9,950.00
85144	AXON STARTER	1			\$9,950.00	\$9,950.00	\$9,950.00	\$721.40	\$10,671.40
A la Carte Warranties									
80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	49		\$7.13	\$7.13	\$698.74	\$50.65	\$749.39
Total							\$1,664,961.49	\$51,902.55	\$1,716,864.04

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	110	08/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	3	08/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20018	TASER 7 BATTERY PACK, TACTICAL	132	08/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	2	08/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	95	08/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	15	08/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	330	08/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	220	08/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	330	08/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	220	08/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	220	08/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	220	08/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	08/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	08/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	08/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	08/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	220	08/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	74200	TASER 7 6-BAY DOCK AND CORE	2	08/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	75015	SIGNAL SIDEARM KIT	110	08/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	08/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	08/01/2023
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	121	08/01/2023
AB3 Camera Bundle	71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK	121	08/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	110	08/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	3	08/01/2023
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	8	08/01/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	8	08/01/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	8	08/01/2023
A la Carte	100182	HIGH RETENTION WING CLIP, AXON RAPIDLOCK	110	08/01/2023
A la Carte	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	50	08/01/2023
A la Carte	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	110	08/01/2023
A la Carte	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	08/01/2023
A la Carte	74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	50	08/01/2023
A la Carte	74200	TASER 7 6-BAY DOCK AND CORE	2	08/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	220	08/01/2024
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	220	08/01/2024
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	220	08/01/2025
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	220	08/01/2025
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	220	08/01/2025
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	220	08/01/2025

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73309	AXON CAMERA REFRESH ONE	113	02/01/2026
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73689	MULTI-BAY BWC DOCK 1ST REFRESH	8	02/01/2026
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	220	08/01/2026
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	220	08/01/2026
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	220	08/01/2027
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	220	08/01/2027
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73310	AXON CAMERA REFRESH TWO	113	08/01/2028
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73688	MULTI-BAY BWC DOCK 2ND REFRESH	8	08/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	100801	RECORDS OSP	110	09/01/2023	08/31/2028
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20248	TASER 7 EVIDENCE.COM LICENSE	110	09/01/2023	08/31/2028
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20248	TASER 7 EVIDENCE.COM LICENSE	2	09/01/2023	08/31/2028
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73478	REDACTION ASSISTANT USER LICENSE	110	09/01/2023	08/31/2028
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73618	AXON COMMUNITY REQUEST+ LICENSE	110	09/01/2023	08/31/2028
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73638	STANDARDS ACCESS LICENSE	110	09/01/2023	08/31/2028
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73680	RESPOND DEVICE PLUS LICENSE	110	09/01/2023	08/31/2028
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73682	AUTO TAGGING LICENSE	110	09/01/2023	08/31/2028
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1100	09/01/2023	08/31/2028
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	110	09/01/2023	08/31/2028
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73739	PERFORMANCE LICENSE	110	09/01/2023	08/31/2028
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73746	PROFESSIONAL EVIDENCE.COM LICENSE	110	09/01/2023	08/31/2028
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	09/01/2023	08/31/2028

Services

Bundle	Item	Description	QTY
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	110
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	110
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80190	Evidence.com Channel Services	1
A la Carte	85144	AXON STARTER	1
A la Carte	85147	CEW STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80374	EXT WARRANTY, TASER 7 BATTERY PACK	132	08/01/2024	08/31/2028
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80395	EXT WARRANTY, TASER 7 HANDLE	110	08/01/2024	08/31/2028
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80395	EXT WARRANTY, TASER 7 HANDLE	3	08/01/2024	08/31/2028
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	08/01/2024	08/31/2028
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80464	EXT WARRANTY, CAMERA (TAP)	110	08/01/2024	08/31/2028
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80464	EXT WARRANTY, CAMERA (TAP)	3	08/01/2024	08/31/2028
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	8	08/01/2024	08/31/2028
A la Carte	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	08/01/2024	08/31/2028

Payment Details

Jul 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	100182	HIGH RETENTION WING CLIP, AXON RAPIDLOCK	110	\$0.00	\$0.00	\$0.00
Annual Payment 1	100552	TRANSFER CREDIT - GOODS	1	\$4,594.04	\$333.07	\$4,927.11
Annual Payment 1	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	50	\$0.00	\$0.00	\$0.00
Annual Payment 1	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	110	\$0.00	\$0.00	\$0.00
Annual Payment 1	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	\$4.53	\$0.33	\$4.86
Annual Payment 1	74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	50	\$0.00	\$0.00	\$0.00
Annual Payment 1	74200	TASER 7 6-BAY DOCK AND CORE	2	\$649.74	\$47.10	\$696.84
Annual Payment 1	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	\$139.75	\$10.13	\$149.88
Annual Payment 1	85144	AXON STARTER	1	\$1,990.00	\$144.28	\$2,134.28
Annual Payment 1	85147	CEW STARTER	1	\$1,990.00	\$0.00	\$1,990.00
Annual Payment 1	AB3C	AB3 Camera Bundle	110	\$16,478.00	\$1,194.66	\$17,672.66
Annual Payment 1	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$2,622.24	\$190.11	\$2,812.35
Annual Payment 1	OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	110	\$304,524.02	\$8,460.83	\$312,984.85
Total				\$332,992.32	\$10,380.51	\$343,372.83

Sep 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	110	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Jul 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100182	HIGH RETENTION WING CLIP, AXON RAPIDLOCK	110	\$0.00	\$0.00	\$0.00
Annual Payment 2	100552	TRANSFER CREDIT - GOODS	1	\$4,594.04	\$333.07	\$4,927.11
Annual Payment 2	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	50	\$0.00	\$0.00	\$0.00
Annual Payment 2	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	110	\$0.00	\$0.00	\$0.00
Annual Payment 2	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	\$4.53	\$0.33	\$4.86
Annual Payment 2	74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	50	\$0.00	\$0.00	\$0.00
Annual Payment 2	74200	TASER 7 6-BAY DOCK AND CORE	2	\$649.74	\$47.10	\$696.84
Annual Payment 2	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	\$139.75	\$10.13	\$149.88
Annual Payment 2	85144	AXON STARTER	1	\$1,990.00	\$144.28	\$2,134.28
Annual Payment 2	85147	CEW STARTER	1	\$1,990.00	\$0.00	\$1,990.00
Annual Payment 2	AB3C	AB3 Camera Bundle	110	\$16,478.00	\$1,194.66	\$17,672.66
Annual Payment 2	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$2,622.24	\$190.11	\$2,812.35
Annual Payment 2	OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	110	\$304,524.02	\$8,460.83	\$312,984.85
Total				\$332,992.32	\$10,380.51	\$343,372.83

Jul 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100182	HIGH RETENTION WING CLIP, AXON RAPIDLOCK	110	\$0.00	\$0.00	\$0.00
Annual Payment 3	100552	TRANSFER CREDIT - GOODS	1	\$4,594.04	\$333.07	\$4,927.11

Jul 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	50	\$0.00	\$0.00	\$0.00
Annual Payment 3	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	110	\$0.00	\$0.00	\$0.00
Annual Payment 3	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	\$4.53	\$0.33	\$4.86
Annual Payment 3	74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	50	\$0.00	\$0.00	\$0.00
Annual Payment 3	74200	TASER 7 6-BAY DOCK AND CORE	2	\$649.74	\$47.10	\$696.84
Annual Payment 3	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	\$139.75	\$10.13	\$149.88
Annual Payment 3	85144	AXON STARTER	1	\$1,990.00	\$144.28	\$2,134.28
Annual Payment 3	85147	CEW STARTER	1	\$1,990.00	\$0.00	\$1,990.00
Annual Payment 3	AB3C	AB3 Camera Bundle	110	\$16,478.00	\$1,194.66	\$17,672.66
Annual Payment 3	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$2,622.24	\$190.11	\$2,812.35
Annual Payment 3	OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	110	\$304,524.02	\$8,460.83	\$312,984.85
Total				\$332,992.32	\$10,380.51	\$343,372.83

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100182	HIGH RETENTION WING CLIP, AXON RAPIDLOCK	110	\$0.00	\$0.00	\$0.00
Annual Payment 4	100552	TRANSFER CREDIT - GOODS	1	\$4,594.04	\$333.07	\$4,927.11
Annual Payment 4	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	50	\$0.00	\$0.00	\$0.00
Annual Payment 4	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	110	\$0.00	\$0.00	\$0.00
Annual Payment 4	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	\$4.53	\$0.33	\$4.86
Annual Payment 4	74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	50	\$0.00	\$0.00	\$0.00
Annual Payment 4	74200	TASER 7 6-BAY DOCK AND CORE	2	\$649.74	\$47.10	\$696.84
Annual Payment 4	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	\$139.75	\$10.13	\$149.88
Annual Payment 4	85144	AXON STARTER	1	\$1,990.00	\$144.28	\$2,134.28
Annual Payment 4	85147	CEW STARTER	1	\$1,990.00	\$0.00	\$1,990.00
Annual Payment 4	AB3C	AB3 Camera Bundle	110	\$16,478.00	\$1,194.66	\$17,672.66
Annual Payment 4	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$2,622.24	\$190.11	\$2,812.35
Annual Payment 4	OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	110	\$304,524.02	\$8,460.83	\$312,984.85
Total				\$332,992.32	\$10,380.51	\$343,372.83

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100182	HIGH RETENTION WING CLIP, AXON RAPIDLOCK	110	\$0.00	\$0.00	\$0.00
Annual Payment 5	100552	TRANSFER CREDIT - GOODS	1	\$4,594.05	\$333.07	\$4,927.12
Annual Payment 5	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	50	\$0.00	\$0.00	\$0.00
Annual Payment 5	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	110	\$0.00	\$0.00	\$0.00
Annual Payment 5	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	\$4.52	\$0.33	\$4.85
Annual Payment 5	74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	50	\$0.00	\$0.00	\$0.00
Annual Payment 5	74200	TASER 7 6-BAY DOCK AND CORE	2	\$649.74	\$47.10	\$696.84
Annual Payment 5	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	\$139.74	\$10.13	\$149.87
Annual Payment 5	85144	AXON STARTER	1	\$1,990.00	\$144.28	\$2,134.28
Annual Payment 5	85147	CEW STARTER	1	\$1,990.00	\$0.00	\$1,990.00
Annual Payment 5	AB3C	AB3 Camera Bundle	110	\$16,478.00	\$1,194.66	\$17,672.66
Annual Payment 5	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$2,622.24	\$190.11	\$2,812.35
Annual Payment 5	OSP7+	2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	110	\$304,523.92	\$8,460.83	\$312,984.75

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				\$332,992.21	\$10,380.51	\$343,372.72

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Execution of this quote will terminate contracts associated with Q-188403 (executed contract #00019445), Q-247876 (executed contract #00027357), Q-326849 (executed contract #00067835) with Axon and will start a new 60 month contract.

The parties agree that Axon is charging a debit of \$22,970.21 to capture the remaining value owed from previously deployed CEW hardware. This debit is based on a ship date range of 8/1/2023-8/15/2023, resulting in a 9/1/2023 contract start date. Any change in this ship date and resulting contract start date will result in modification of this debit's value which may result in additional fees due to or from Axon.

Contingent upon agency payment of any outstanding invoices including and not limited to Year 4 Billing of contract 00027357.

Signature

Date Signed

5/15/2023



ATTENTION

This order may qualify for freight shipping, please fill out the following information.

Who is the receiving contact and what is the contact phone number for this shipment?	
What are the receiving hours of operation?	
Is a loading dock available for this incoming shipment? If yes, are you able to unload pallets from the trailer or will the driver need to assist with unload?	
Do you have a forklift and/or pallet jack to transport pallets into your facility?	
Are there any delivery restrictions (no 53' trailers, no box trucks, etc.)?	



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

5/4/2023

90 fleet 3 In-car cameras

Basic + TAP

Q-476651-45050.759RM

Issued: 05/04/2023

Quote Expiration: 06/30/2023

Estimated Contract Start Date: 01/01/2024

Account Number: 110531

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice;Other-205 Saunders St 205 Saunders St Apex, NC 27502-1447 USA	Apex Police Department - NC 205 Saunders St Apex, NC 27502-1447 USA Email: 0566001166

SALES REPRESENTATIVE	PRIMARY CONTACT
Rob Marangelo Phone: Email: rmarangelo@axon.com Fax:	Paul Pope Phone: (919) 362-8661 Email: paul.pope@apexnc.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$1,040,637.00
ESTIMATED TOTAL W/ TAX	\$1,095,378.87

Discount Summary

Average Savings Per Year	\$37,778.40
TOTAL SAVINGS	\$188,892.00

Payment Summary

Date	Subtotal	Tax	Total
Dec 2023	\$186,482.12	\$9,809.75	\$196,291.87
Jul 2024	\$213,538.72	\$11,233.03	\$224,771.75
Jul 2025	\$213,538.72	\$11,233.03	\$224,771.75
Jul 2026	\$213,538.72	\$11,233.03	\$224,771.75
Jul 2027	\$213,538.72	\$11,233.03	\$224,771.75
Total	\$1,040,637.00	\$54,741.87	\$1,095,378.87

PWP 2985

5/4/2023

90 Fleet 3 In-car cameras
Basic + TAP

Quote Unbundled Price: \$1,229,529.00
Quote List Price: \$1,110,351.00
Quote Subtotal: \$1,040,637.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B+TAP	Fleet 3 Basic + TAP	90	✓ 60	\$226.81	\$204.74	\$191.83	\$1,035,882.00	\$54,397.13	\$1,090,279.13
A la Carte Software									
80218	WI-FI OFFLOAD SERVER, SOFTWARE LICENSE	1	60		\$54.25	\$54.25	\$3,255.00	\$235.97	\$3,490.97
A la Carte Services									
74066	FLEET INSTALLATION, WI-FI OFFLOAD SERVER	1			\$1,500.00	\$1,500.00	\$1,500.00	\$108.77	\$1,608.77
Total							\$1,040,637.00	\$54,741.87	\$1,095,378.87

5/4/2023

90 Fleet 3 In-car cameras
Basic + TAP

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Basic + TAP	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	90	11/01/2023
Fleet 3 Basic + TAP	70112	AXON SIGNAL UNIT	90	11/01/2023
Fleet 3 Basic + TAP	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	90	11/01/2023
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	90	11/01/2023
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	3	11/01/2023
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	90	11/01/2028
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	3	11/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80400	FLEET, VEHICLE LICENSE	90	01/01/2024	12/31/2028
Fleet 3 Basic + TAP	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	180	01/01/2024	12/31/2028
A la Carte	80218	WI-FI OFFLOAD SERVER, SOFTWARE LICENSE	1	01/01/2024	12/31/2028

Services

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	90
A la Carte	74066	FLEET INSTALLATION, WI-FI OFFLOAD SERVER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80379	EXT WARRANTY, AXON SIGNAL UNIT	90	01/01/2024	12/31/2028
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	90	11/01/2024	12/31/2028
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	3	11/01/2024	12/31/2028

Payment Details

5/4/2023 90 Fleet 3 In-car cameras
BASIC + TAP

Dec 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	74066	FLEET INSTALLATION, WI-FI OFFLOAD SERVER	1	\$268.80	\$19.49	\$288.29
Year 1	80218	WI-FI OFFLOAD SERVER, SOFTWARE LICENSE	1	\$583.28	\$42.29	\$625.57
Year 1	Fleet3B+TAP	Fleet 3 Basic + TAP	90	\$185,630.04	\$9,747.97	\$195,378.01
Total				\$186,482.12	\$9,809.75	\$196,291.87

Jul 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	74066	FLEET INSTALLATION, WI-FI OFFLOAD SERVER	1	\$307.80	\$22.32	\$330.12
Year 2	80218	WI-FI OFFLOAD SERVER, SOFTWARE LICENSE	1	\$667.93	\$48.42	\$716.35
Year 2	Fleet3B+TAP	Fleet 3 Basic + TAP	90	\$212,562.99	\$11,162.29	\$223,725.28
Total				\$213,538.72	\$11,233.03	\$224,771.75

Jul 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	74066	FLEET INSTALLATION, WI-FI OFFLOAD SERVER	1	\$307.80	\$22.32	\$330.12
Year 3	80218	WI-FI OFFLOAD SERVER, SOFTWARE LICENSE	1	\$667.93	\$48.42	\$716.35
Year 3	Fleet3B+TAP	Fleet 3 Basic + TAP	90	\$212,562.99	\$11,162.29	\$223,725.28
Total				\$213,538.72	\$11,233.03	\$224,771.75

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	74066	FLEET INSTALLATION, WI-FI OFFLOAD SERVER	1	\$307.80	\$22.32	\$330.12
Year 4	80218	WI-FI OFFLOAD SERVER, SOFTWARE LICENSE	1	\$667.93	\$48.42	\$716.35
Year 4	Fleet3B+TAP	Fleet 3 Basic + TAP	90	\$212,562.99	\$11,162.29	\$223,725.28
Total				\$213,538.72	\$11,233.03	\$224,771.75

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	74066	FLEET INSTALLATION, WI-FI OFFLOAD SERVER	1	\$307.80	\$22.32	\$330.12
Year 5	80218	WI-FI OFFLOAD SERVER, SOFTWARE LICENSE	1	\$667.93	\$48.42	\$716.35
Year 5	Fleet3B+TAP	Fleet 3 Basic + TAP	90	\$212,562.99	\$11,162.29	\$223,725.28
Total				\$213,538.72	\$11,233.03	\$224,771.75

5/4/2023 90 Fleet 3 In-car cameras Basic + TAP

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

5/4/2023



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 13, 2023

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

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

- May 16, 2023 - Town Council Work Session Meeting Minutes
- May 23, 2023 - 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

- CN8-A1: **DRAFT** Minutes - May 16, 2023 - Town Council Work Session Meeting Minutes
- CN8-A2: **DRAFT** Minutes - May 23, 2023 - Regular Town Council Meeting Minutes



DRAFT MINUTES

TOWN OF APEX TOWN COUNCIL WORK SESSION TUESDAY, MAY 16, 2023 3:30 P.M.

The Apex Town Council met for a work session on Tuesday, May 16, 2023 at 3:30 p.m. at the Apex Town Hall located at 73 Hunter Street in Apex North Carolina.

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

<https://www.youtube.com/watch?v=BmltSFfp-S4>

[ATTENDANCE]

Elected Body

Mayor Jacques K. Gilbert (presiding)
Mayor Pro-Tempore Audra Killingsworth
Councilmember Brett Gantt
Councilmember Ed Gray
Councilmember Terry Mahaffey
Councilmember Arno Zegerman
Absent: None

Town Staff

Town Manager Catherine Crosby
Deputy Town Manager Shawn Purvis
Assistant Town Manager Demetria John
Assistant Town Manager Marty Stone
Town Attorney Laurie Hohe
Town Clerk Allen Coleman
Deputy Town Clerk Ashley Gentry
Human Resources Director Mary Beth Manville
Diversity, Equity, and Inclusion Director Linda Jones
Diversity, Equity, and Inclusion Coordinator Celeste Sherer
Communications Director Stacey Galloway
Compliance Manager Megan Simpson
Chief of Police Jason Armstrong
All other staff members will be identified appropriately below.

[COMMENCEMENT]

DRAFT MINUTES

Mayor Gilbert called the meeting to order at 3:33 p.m. and led the Pledge of Allegiance. He acknowledged National Police Week 2023 and thanked police officers for what they do for the Town of Apex, and thanked Chief Armstrong for everything he does as well.

[AGENDA ITEM NO. 1 - HUMAN RESOURCES]

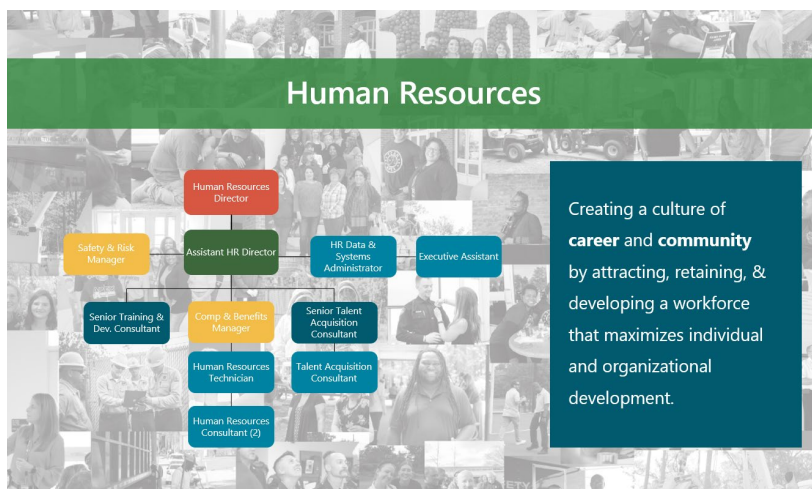
Human Resources Director Manville gave a presentation of strategic plan updates for the Human Resources Department.

[Slide-1]



Assistant Town Manager Stone arrived at 3:34 p.m.

[Slide-2]



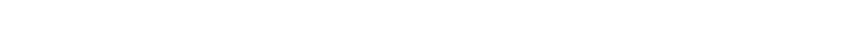
DRAFT MINUTES

[Slide-3]

Strategic Plan - Goal 1

Develop a comprehensive strategy to keep the Town competitive in attracting and employing a highly qualified and diverse group of candidates.

- Develop and implement a comprehensive employer branding plan that will highlight the attributes that make Apex the best place to work in the region
- Equip Hiring Managers with tools to make legally compliant, diverse and successful hiring decisions
- Establish the Town of Apex as a market leader in salaries and benefits

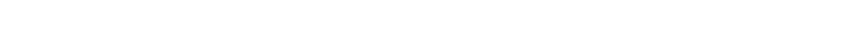


[Slide-4]

Strategic Plan - Goal 2

Implement and maintain programs and policies that promote a healthy, safe and productive work environment.

- Overhaul new employee onboarding and orientation processes to ensure a rewarding and productive start as an Apex employee
- Enhance Apex safety programs to promote a safe and secure work environment
- Enhance Apex wellness programs to ensure a healthy work environment
- Review and update Town policies related to HR
- Ensure compliance with all applicable federal and state employment laws and consistent enforcement of Town policy
- Implementation of new Employee Survey



Mayor Gilbert asked about workout times during the day for employees.

Director Manville said something that was recently talked about in the Personnel Committee Meeting was for all employees to have the ability to take an hour out of their work day to workout. She said this is already available for Fire and Police. She said there is an option already for employees to take an hour to go to Wellness Programs. She said this may be another opportunity the town can provide another wellness initiative, but the HR department at looking at how this could be manager, and how continuity of services could still be preserved.

DRAFT MINUTES

1 [Slide-5]

Strategic Plan - Goal 3

Provide ongoing learning and development opportunities to allow Apex employees to perform at a high level and fulfill their career aspirations.

- Develop new comprehensive supervisory training program
- Build out an ongoing program of professional development opportunities for employees
- Finalize development and implementation of new Employee Performance Management program and processes
- Finalize development and implementation of new Career Pathing program

2

3 [Slide-6]

Strategic Plan - Goal 4

Continue to explore and implement ways to effectively and efficiently run departmental operations.

- Evaluate and improve processes and customer experience through audits and new software solutions
- Develop and improve mechanisms for employee feedback on HR programs and offerings

4

5 **Councilmember Zegerman** asked for a timeline on the opinion survey.

6 **Human Resources Director Manville** said she is meeting tomorrow with the N.C.
7 School of Government to discuss it. She said the target date is getting it out by mid to late
8 August.

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DRAFT MINUTES

[Slide-7]

What's Happening Now

- Compensation Study
- Career Pathing
- Performance Review Revamp
- Employee & Supervisor Compliance Training



FY24 Action Plan

- Implementation of formalized New Hire Orientation Program
- Development of in-house Training Programs
- Roll-out of New Employee Benefits
 - Peak Lifestyle Reimbursement
 - Peak Paid Time Off
- Implementation of Safety Software
 - Automation of Accident Reporting
 - Increased Safety Metrics

Mayor Gilbert asked if the Peak Lifestyle Reimbursement includes childcare expenses.

Director Manville said yes it does. She said it is up to \$1,200 employees can use for various wellness-related expenses, including childcare.

DRAFT MINUTES

[Slide-9]



[Slide-10]



Councilmember Gray asked if the town has a formalized or informalized grievance process internally, and how those work. He asked how much the town is spending on professional development programs. He said he would like her assessment to whether or not it's the appropriate amount. He said he wants to make sure the town is investing enough. He added that she could email him with some of these details, as well.

Human Resources Director Manville said Human Resources has \$25,000.00 organizational development to spend on town wide things. She said there are training budgets within each department that are more position specific, but she doesn't have those numbers on her right now. She said there is commitment from staff to utilize these programs. She asked Councilmember Gray if he would like the total number from the Departments.

DRAFT MINUTES

1 **Councilmember Gray** said he would like the total numbers from the Departments. He
2 said it seems like cross-training is an important goal, and he wants to see if potentially more
3 money needs to be directed towards these concerns. He said in 2025 the town is going to hit
4 another wave, so if the town needs to start putting money into development sooner to take
5 advantage of that next wave.

6 **Town Manager Crosby** said departments are in their evaluation process of
7 development planning. She said within departments there are certain required professional
8 skills and certifications, but the town wants to take the next step and provide employees
9 recourses for skills to allow them to be able to move up in their careers. She said staff would
10 be taking a comprehensive look at training and development.

11 **Councilmember Zegerman** echoed Councilmember Gray's questions regarding
12 grievances, and would also like that information.

13 **Councilmember Mahaffey** asked what the hiring environment looks like for the town.

14 **Director Manville** said she's seeing resignations slowing down. She said the town
15 currently has 50 open positions, and that number has been consistent. She said the open
16 positions she's seeing currently are either people retiring or being promoted. She said she
17 doesn't have exact numbers on voluntary separation. She added it can also be due to adding
18 new positions, as 50 new positions were added last year, and close to that many are set to be
19 added this year. She said getting total staffed is becoming difficult. She said the recruitment
20 process takes about 60 days, and she is hopeful for it to be shorter. She said she hired 8
21 people this past week, and it's been consistent almost every two weeks with the town hiring
22 almost in double digits.

23 **Councilmember Gantt** said it's common in government work for people to be
24 promoted for being good at their job or for having been there a long time, and are not
25 necessary a good fit for a managerial position. He said he didn't know if this was an issue in
26 Apex specifically or not, but wanted to know if there were things being done to consider this
27 in hiring practices.

28 **Director Manville** said it's in both the public and private sector. She said that's exactly
29 what she wants to address in this process. She said promotions might have been based on
30 seniority in the past but wants to address the new expectations. She said the town wants to
31 ensure it promotes and hires people based on the right fit for the goals and community of the
32 town, and not just considering seniority. She added that she wants they want to be clear with
33 employees on what they can do to prepare for potential promotion opportunities.

34 **Councilmember Gantt** asked if there were options for people who did excel at their
35 jobs but did not want to manage people to still advance their careers.

36 **Human Resources Director Manville** said yes, there will be career progression
37 opportunities for people in this situation as well, and that they want the path to include
38 opportunities for salary and responsibility in growth without necessarily adding on
39 supervision roles.

DRAFT MINUTES

Town Manager Crosby said one thing the town has been doing the past two years is have someone come in and do a leadership challenge with the leadership team.

Mayor Gilbert thanked Human Resources for their presentation.

[AGENDA ITEM NO. 2 - DIVERISTY, EQUITY, AND INCLUSION DEPARTMENT]

Director Jones gave a strategic overview plan of the Diversity, Equity, and Inclusion Department.


[Slide-1]




[Slide-2]

Department Overview

The Diversity, Equity, and Inclusion Department provides consultation and education to ensure a community of belonging, diverse representation among employees, and that residents have equitable access to services.



Diversity, Equity & Inclusion Director
Linda Graham Jones
(Hired 2/21/2022)



Diversity, Equity & Inclusion Coordinator
Celeste Sherer
(Hired 3/20/2023)

[Slide-3]

DRAFT MINUTES

Strategic Business Plan – Goal 1 (Workforce)

Build and support a more diverse, inclusive, and equitable workforce in which employees reflect diversity at all position levels.

- Obtain and analyze Town's workforce demographic profile to identify opportunities to increase workforce diversity
- Identify and address bias in talent acquisition process
- Create connection and sense of belonging for all employees

1

2

3 [Slide-4]

Strategic Business Plan – Goal 2 (Procurement)

Ensure policies and spend reflect the Town's value to create an equitable entrepreneurial ecosystem with purposeful inclusion of suppliers/vendors that represent the diversity of our community and region in bid opportunities and procurement contracts.

- Increase opportunities for diverse vendor participation in town procurement through targeted networking and marketing programs
- Engage with M/WBE's to identify needed support services to increase the capacity of Minority & Women-Owned Business Enterprise (MWBE)

4

5 [Slide-5]

Strategic Business Plan – Goal 3 (Culture)

Build the foundation needed to create and sustain a diverse, equitable, and inclusive community.

- Ensure a welcoming organizational culture
- Ensure a welcoming community culture

6

7 [Slide-6]

DRAFT MINUTES

Strategic Business Plan – Goal 4 (Education & Awareness)

Provide consultation on how to engage diverse communities and populations and outreach, education, and engagement on Town's services, programs, procedures, and policies where applicable

- Provide consultation to departments in developing a strategy to increase the diversity of residents participating in town activities and processes

1

2

3 [Slide-7]

What's Happening Now?

- Georgetown Executive DEI Certification
- ICMA Institute on Race, Equity and Inclusion
- DEI & Apex Police Department Partnership with Cultural Assessment
- Language Access Plan
- Cultural Events



4

5

6 [Slide-8]

FY 24 Action Plan

- Language Access Plan
- Certified Welcoming Designation
- Policy Review
- Special Events
- Training & Development
- DEI Advisory Committee
- M/WBE Engagement



7

DRAFT MINUTES

Town Manager Crosby said the Certified Welcoming Designation is something that is growing in the community and is an 18-month designation. She said there are specific criteria the town has to meet to get it. She said DEI training and development process is a tiered approach, HR is starting the process that all employees will have to go through training, then Director Jones will do the learning needs assessment. She said the town is possibly looking at bringing that as a part of the Employee Engagement Survey to get an understanding of what are the “blind spots” the town isn’t seeing as it relates to diversity. She said there will be requirements built into training.

[Slide-9]



Councilmember Zegerman asked how the DEI complaints would be different from formal complaints.

Director Jones said it could be around protected classes or there could be non-discrimination piece around protective classes.

Councilmember Zegerman asked then why would it be sperate from another HR grievance process.

Town Manager Crosby said there are protected classes that are separated out because the background finding process may be different. She said some organizations have it set up as part of HR but it can be done as a parallel investigation process.

Human Resources Director Manville said the process will start with HR then DEI will be pulled in if needed. She said it’s important to know in HR to understand if a grievance is about discrimination, or if it’s a more management related complaint. She said they can work closely with DEI

Mayor Gilbert thanked DEI Director Jones for her presentation.

[AGENDA ITEM NO 3. - COMMUNICATIONS DEPARTMENT]

DRAFT MINUTES

Communications Director Galloway gave a strategic plan update for the Communications Department.

[Slide-1]



[Slide-2]



[Slide-3]

Strategic Business Plan – Goal 1

Communicate Apex's programs and initiatives to keep the community informed of what we're doing, and why

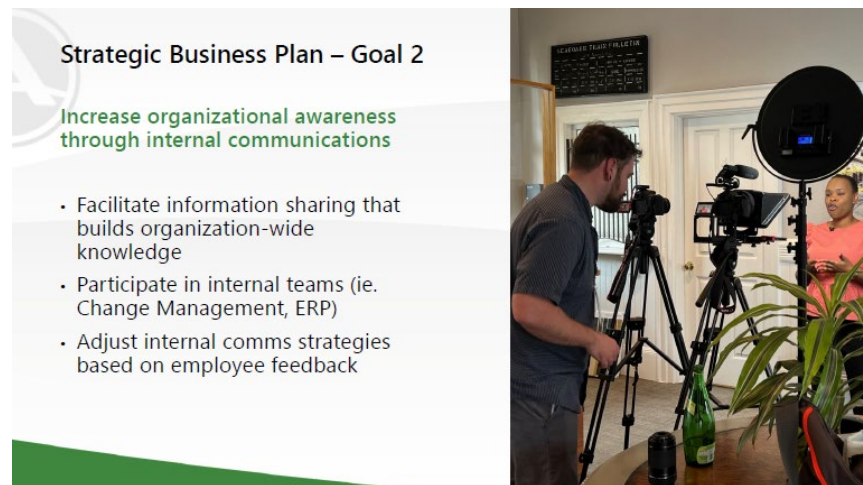
- Develop editorial calendar with input from all departments
- Connect audience to the people behind the services
- Create strategy for special event communications / promotion

DRAFT MINUTES

Councilmember Gantt asked if her department works with Wake County and their Communications department to inform residents across the county versus municipal functions.

Communications Director Galloway said yes, her department works with many of the local Wake County jurisdictions. She said one thing they're worked closely with Wake County on is Emergency Communications, since a lot of that is housed with the county. She said they're working to develop a new resident guide, that helps people moving into the area understand what the state, Wake County, and Apex governments all do and have responsibility and jurisdiction over.

[Slide-4]



Strategic Business Plan – Goal 2

Increase organizational awareness through internal communications

- Facilitate information sharing that builds organization-wide knowledge
- Participate in internal teams (ie. Change Management, ERP)
- Adjust internal comms strategies based on employee feedback

Councilmember Zegerman said he doesn't see communication plans around major projects.

Communications Director Galloway said it's coming in the presentation.

Councilmember Gray asked how much communication she is having with the other departments.

Communications Director Galloway said she talks to Police often and Parks and Rec has active communications with their department regularly.

Councilmember Gray asked is there a consistency of messaging and communication.

Communications Director Galloway said her team is working on that and she will talk about it more later.

DRAFT MINUTES

1 [Slide-5]

Strategic Business Plan – Goal 3

Guide the community through uncertain situations with effective communications planning

- Develop a crisis communications plan
- Train and develop relevant staff on the plan



2

3 [Slide-6]

Strategic Business Plan – Goal 4

Build community connections by creating interest in Apex's Past, Present, and Potential

- Develop plan to celebrate 150th
- Engage staff and community members
- Promote the celebration year in ways that connect with all audiences



4

5 [Slide-7]

What's Happening Now

Departmental Support

- Apex Cares
- Big Branch
- Budget Public Hearing / Document
- Lead & Copper Rule Revisions
- Open Enrollment
- Stormwater Assessment
- Subdivision Maintenance
- Text WATER

Special Events

- Memorial Day
- Pride Festival
- Juneteenth Festival
- July 3rd and 4th

Video / Social Series

- Hot Takes
- Hey, Did you Know?
- Monthly event calendar / mid-month Passport Round-up
- Ask the Expert

Branding

- Brand guidelines update
- Powerpoint templates

Regular / Ongoing

- Monthly eNewsletter
- Zencity - gauge community sentiment

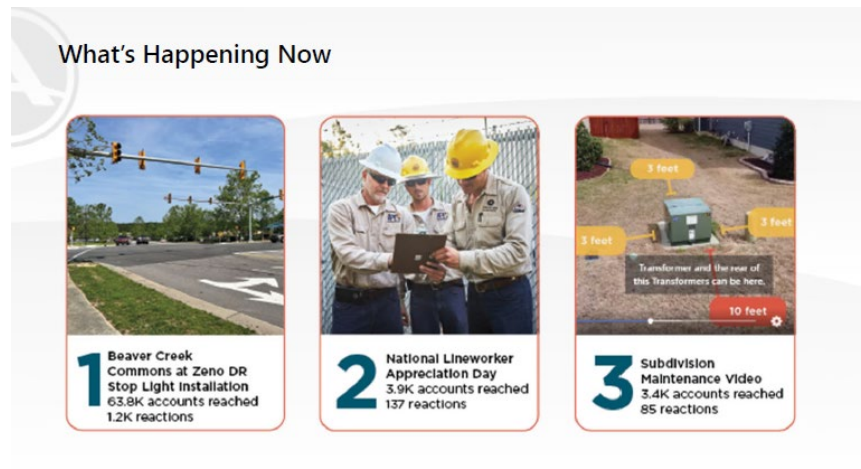
6

DRAFT MINUTES

Mayor Gilbert asked why the Town of Apex is not having a Latino Festival. He said he has heard from others in the community that people think Apex is not putting it on.

Director Jones said she had a meeting with Pastor Jose and he indicated that this years Latino Festival will be put on pause. She said that Pastor Jose wants to have the branding to be consistent and line up with Hispanic Heritage Month in September, and other functions didn't align. She said it will resume next year.

[Slide-8]



[Slide-9]



DRAFT MINUTES

1 [Slide-10]



2

3 **Councilmember Zegerman** commented on the town needing to keep the
4 community engaged and informed, especially on bigger projects and reasons may projects
5 may be stalled or delayed.

6 **Town Manager Crosby** said the Community Engagement Team and 311 will fall
7 under the Community Development Department. She said they will work with
8 Communications, and this will be spearhead by Assistant Town Manager John.

9 **Assistant Town Manager John** said there is a work session on this coming in June
10 and she will provide more detail then.

11 **Councilmember Gray** asked Director Galloway if her department is focused on all
12 aspects of communication timelines. He asked would the communications department need
13 more people to do the work.

14 **Communications Director Galloway** said her department is finding their way right
15 now. She said her department has grown from one to four and possibly adding a fifth in a
16 short span of time. She said her department is still trying to figure out where the strengths are
17 and how they play off each other, and that she is working on her role in developing the team.

18 **Councilmember Zegerman** said its impressive how much ground that her team
19 covers.

20 **Councilmember Gantt** said the growth of the Communications Team has been great
21 since he first joined the Council in 2017.

22 **Mayor Gilbert** thanked Communications Director Galloway for her presentation.

23

24 [Agenda Item No. 4 - Apex Police Community Advisory Board (APCAB)]

25 **Compliance Officer Simpson** gave an overview of what is the Apex Police
26 Community Advisory Board and how its being incorporated with other boards. She said she

DRAFT MINUTES

1 did receive negative feedback about the name of the board and it has been changed to
2 Police Advisory Board. She said a lot of questions came up for the background check
3 regarding this advisory board and deferred to Chief Armstrong.

4 **Chief Armstrong** said he had received feedback that a youth representative be
5 present on this board. He said there is also a background check involved, and explained that
6 someone's criminal history does not make them ineligible to participate to work with youth.
7 He said its to make sure there are not any conflicts that could be problematic for the town.

8 **Councilmember Gray** said his concern with background checks is it could become a
9 barrier to many people, and that he's pretty certain most child sex offenders would try to stay
10 away from police as much as possible. He said for many crimes, he is a believer that people
11 should be able to participate fully in society if they have been convicted and already served
12 their time.

13 **Councilmember Zegerman** asked could the requirements be lightened to just check
14 of a sex offender registry instead of pulling the background.

15 **Chief Armstrong** said he could but he has challenges with that. He said he isn't
16 concerned about a case of someone serving if they had been previously convicted of theft.
17 He said a scenario he would be concerned about is if one member on the board has been a
18 victim of domestic violence, and they bring in somebody that has been arrested or charged
19 for doing something like that. He said that would be the challenge this board would face. He
20 said victims of domestic violence don't always want to go to conviction. He said the
21 background is not looking to exclude anyone based on having a prior conviction, but rather
22 from a larger perspective to create a board that can work together comfortably and safely. He
23 said people who serve on this board who have been victims of certain crimes and want to
24 become an advocate should be protected by a system that other prevents other people from
25 joining who may have been a perpetrator of what they went through. He said a criminal
26 record in general would not negatively impact an individual from being able to join.

27 **Councilmember Gray** said he understands and appreciates that point, but that
28 anybody can file a complaint for any sort of crime without it being fully vetted that may show
29 up on a background check.

30 **Town Manager Crosby** said it would be up to Council, and that with the exception of
31 the police academy the training will be done during the week.

32 **Ms. Simpson** said there has been added language to clarify the hours of training and
33 for the two-year initial terms which will be staggered. She said the individuals will complete
34 the training of what's offered within the two years during those meetings.

35 **Councilmember Gantt** asked if there was conflicting feedback.

36 **Ms. Simpson** said yes, but she said most of it is formation, terms, and membership
37 questions.

DRAFT MINUTES

1 **Mayor Gilbert** asked if there will be a process that the community can weigh in
2 before anything is put in place.

3 **Chief Armstrong** said it's up to Council.

4 **Councilmember Gray** said a public hearing for this would be a good idea.

5 **Councilmember Mahaffey** and **Councilmember Zegerman** liked the idea of
6 bringing it to public hearing and then voting on the board.

7
8 **[ADJOURNMENT]**

9 Mayor Gilbert declared the meeting adjourned at 5:02 p.m.

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11
12
13 Jacques K. Gilbert
14 Apex, Mayor
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17 Allen Coleman, CMC, NCCCC
18 Apex, Town Clerk
19

20 Submitted for approval by Apex Town Clerk Allen Coleman.

21
22 Minutes approved on _____ of _____, 2023.

DRAFT MINUTES
TOWN OF APEX
REGULAR TOWN COUNCIL MEETING
TUESDAY, MAY 23, 2023
6:00 PM

The Apex Town Council met for a Regular Town Council Meeting on Tuesday, May 23, 2023 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=TrQJX835buY>

[ATTENDANCE]

Elected Body

Mayor Jacques K. Gilbert (presiding)
Mayor Pro-Tempore Audra Killingsworth
Councilmember Brett Gantt
Councilmember Ed Gray
Councilmember Terry Mahaffey
Councilmember Arno Zegerman
Absent: None

Town Staff

Town Manager Catherine Crosby
Deputy Town Manager Shawn Purvis
Assistant Town Manager Marty Stone
Town Attorney Laurie Hohe
Town Clerk Allen Coleman
Deputy Town Clerk Ashley Gentry
Planning Director Dianne Khin
Budget and Performance Management Director Amanda Grogan
Finance Director Antwan Morrison
Senior Planner June Cowles
Planner I Joshua Killian
All other staff members will be identified appropriately below

[COMMENCEMENT]

DRAFT MINUTES

[SLIDE 1]



Mayor Gilbert called the meeting to order, and thanked those in attendance. He commented on the beautiful weather, and the beautiful people in attendance. He gave a shout out to Audio/Visual Specialist Fernando Guzman, who runs the IT infrastructure for Council Meetings. He then invited Mayor Pro Tempore Killingsworth to read a statement on diversity.

Mayor Pro Tempore Killingsworth read the following statement: ""The Town of Apex values and celebrates diversity and inclusion. We see diversity as a strength that binds our community together - inviting members from different faith communities to deliver the invocation at the beginning of our Council meetings, supports this unity. Recognizing that not everyone practices the same traditions, we welcome you to have a private moment of silence.""

Mayor Gilbert then recognized a few different faith leaders in attendance, then invited Pastor Eddie Mullins from Hope Community Church to deliver the invocation.

Pastor Mullins offered a word of thanks and encouragement to the Mayor and Councilmembers for their service to the town. He said there is no other place he would rather live and raise his family. He then delivered the invocation.

Mayor Gilbert then led those in attendance in the Pledge of Allegiance

[CONSENT AGENDA]

A **motion** was made by **Councilmember Arno Zegerman**, seconded by **Councilmember Ed Gray**, to approve the Consent Agenda as presented.

Before the vote, **Councilmember Gantt** wanted to share some remarks about Consent Item 8, the Resolution Approving the Amended Charter Resolution of Central Pines Regional Council. He said it has been his honor the past 5 years to serve as Council's delegate to the group (formerly known as the Triangle J Council of Governments). He said he feels this Council of Governments is very underappreciated, as they work on issues such as housing, ageing, transportation, and environmental issues. He said their work makes the region more cohesive and overall better, and that he is fully in support of the resolution.

VOTE: 5-0 (UNANIMOUS)

DRAFT MINUTES

CN1 Annexation Ordinance Amendment - Annexation No. 750 - 2012 Ramblewood Drive - 5.719 acres (REF: ORD-2023-040)

Council voted to approve an amended Ordinance for Annexation No. 750, located at 2012 Ramblewood Drive, to include the right of way.

CN2 Council Meeting Minutes - Multiple

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

May 05, 2023 - Town Council Budget Work Session Meeting Minutes

May 09, 2023 - Regular Town Council Meeting Minutes

CN3 Encroachment Agreement - 931 Baldwin Ridge Rd Lot 215 (REF: CONT-2023-131)

Council voted to approve an encroachment agreement between the Town and property owner Taylor Morrison of Carolinas, Inc., located at 931 Baldwin Ridge Road Apex, NC 27523, Lot 215, to install a driveway that will encroach 11 square feet (SF) onto the Town of Apex 20' Public Storm Drainage Easement and authorize the Town Manager to execute the agreement.

CN4 Encroachment Agreement - 935 Baldwin Ridge Rd Lot 214 (REF: CONT-2023-132)

Council voted to approve an encroachment agreement between the Town and property owner Taylor Morrison of Carolinas, Inc., located at 935 Baldwin Ridge Road Apex, NC 27523, Lot 214, to install a driveway that will encroach 27 square feet (SF) onto the Town of Apex 20' Public Storm Drainage Easement and authorize the Town Manager to execute the Agreement.

CN5 Encroachment Agreement - 1701 Chestnut Street Lot 38 (REF: CONT-2023-133)

Council voted to approve an encroachment agreement between the Town and property owners Alexandria D. Carter and Kevin B. Rice, located at 1701 Chestnut Street Apex, NC 27502, Lot 38, to install a fence that will encroach 210 linear feet (LF) onto the Town of Apex 20' Sanitary Sewer Easement and authorize the Town Manager to execute the Agreement.

CN6 Lease Agreement Amendment - CSX Transportation - Downtown Parking Improvements (REF: CONT-2023-135)

Council voted to approve a lease agreement amendment with CSX Transportation for the parking improvements in downtown area and authorize the Town Manager to execute the agreement.

CN7 Ordinance Amendment - Chapter 20 Traffic - Section 100(7) - Richardson Road Speed Limit (REF: ORD-2023-041)

Council voted to adopt an Ordinance amending Chapter 20-100 subsection (7) with the addition of text referring exclusively to the town-maintained portion of Richardson Road south of Humie Olive Road, in order to specify the 45 miles per hour speed limit in subsection (7) no longer applies to the portion north of Olive Chapel Road.

DRAFT MINUTES

CN8 Resolution - Approving Amended Charter Resolution of Central Pines Regional Council (REF: RES-2023-031)

Council voted to adopt a resolution ratifying, accepting, and approving the amended charter resolution of Central Pines Regional Council, formerly Triangle J Council of Governments (TJCOG).

CN9 Resolution - Records Retention Schedule (REF: RES-2023-032)

Council voted to adopt the 2021 Record Retention and Disposition Schedule for General Records, the 2021 Record Retention and Disposition Schedule for Program Records, and the corresponding resolution.

[PRESENTATIONS]

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

Councilmember Terry Mahaffey introduced the Peak S.T.A.R Award, which is the "Staff, Teachers, and Administration Recognition" Award, presented quarterly through a joint effort between the Apex Town Council and the Apex Public School Foundation. He then invited Michelle Woods, Board Members of the Apex Public School Foundation, to deliver some remarks.

Ms. Woods talked about how the Apex Public School Foundation is a non-profit organization dedicated to serving the more than 19,000 students in the Apex-area public schools. She said the award recognizes one principal nominated staff member from a local public school for their hard work in serving the students of Apex. She said tonight, they would be honoring Christopher Colosi, a third-grade teacher from Oak View Elementary. She invited Michael Sutton, Assistant Principal at Oakview Elementary, to share some words of appreciation for Mr. Colosi.

Mr. Sutton said Mr. Colosi positivity, enthusiasm, and joy to students and staff at Oak View Elementary. He said he is an incredibly passionate teacher, and that his love of teaching manifests itself through his encouragement of his students. He said it his honor to serve alongside Mr. Colosi, and thanked the Town of Apex for supporting education.

Mr. Colosi said he appreciated the award, and he's happy that his passion shows through his teaching.

PR2 Proclamation - Foster Care Awareness Month - May 2023 (REF: PRO-2023-017)

Mayor Gilbert, along with the entire Council, read the Foster Care Awareness Month 2023 Proclamation in unity. Mayor Gilbert then spoke about how important this issue was to him, and thanked Shield NC for all they do in supporting foster care and helping prevent human trafficking.

Nicole Bernard of Shield NC thanked the Mayor and Council. She said foster care workers do tremendous work in helping prevent human trafficking. She said they do the work to ensure the children in our town are given the love and support they deserve, and are protected against human trafficking. She recognized several families in attendance who provided foster care.

DRAFT MINUTES

PR3 Proclamation - LGBTQIA+ Pride Month - June 2023 (REF: PRO-2023-018)

Mayor Gilbert, along with the rest of Council, read the LGBTQIA+ Pride Month 2023 Proclamation in unity. Mayor Gilbert then invited DeAnna Conard and the members of Apex Pride to accept the Proclamation.

Ms. Conard thanked the town for recognizing June as Pride Month and for supporting Apex Pride and the LGBTQIA+ community. She thanked the town, and particularly Mayor Pro Tempore Killingsworth, for increasing representation for the LGBTQIA+ community in Apex. She said Apex Pride is looking forward to celebrating its third Annual Pride Fest on June 10th, and other events throughout the year. She said Apex Pride's goal is to ensure all residents of the town feel represented, included, and affirmed.

PR4 Proclamation - Juneteenth - June 19, 2023 (REF: PRO-2023-019)

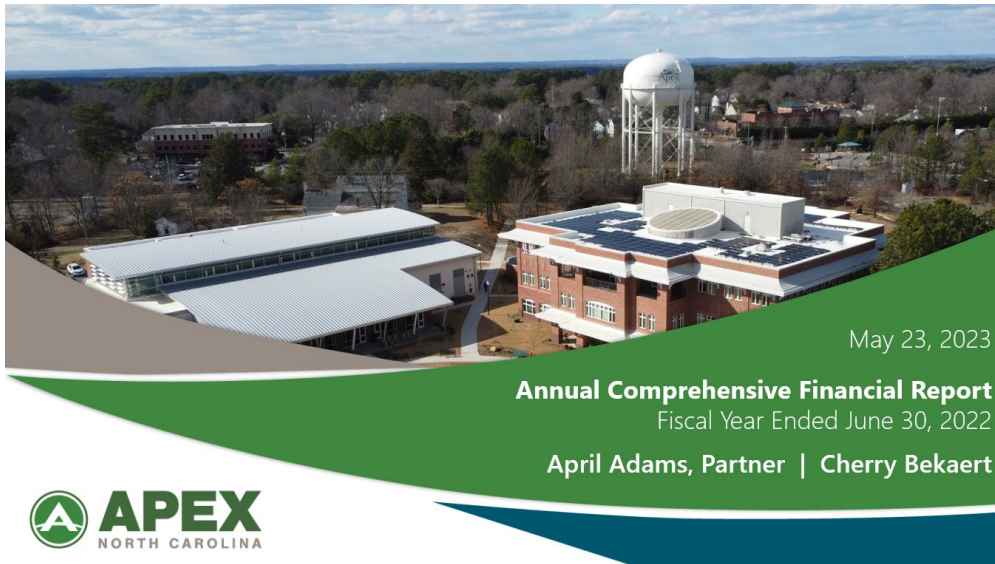
Mayor Gilbert, along with the rest of Council, read the Juneteenth 2023 Proclamation in unity.

Tyler Evans, Chair of the Juneteenth Festival subcommittee, thanked the town for 3 years of partnership on the Juneteenth event. He said one of his main goals is to provide education around what Juneteenth is and what it means. He added that education will be a big part of this year's Juneteenth event, and for every event moving forward. He invited everyone in the community to join in the celebration on June 17th for the Juneteenth Festival.

PR5 FY 2022 Audit - Annual Comprehensive Financial Report (ACFR)

April Adams, of Cherry Bakaert, gave a presentation regarding the FY 22 External Audit of the town's finances.

[AUDIT - SLIDE 1]



DRAFT MINUTES

[AUDIT - SLIDE 2]

Purpose:

- Receive results of required annual external audit

Requested Action:

- No action necessary

[AUDIT - SLIDE 3]

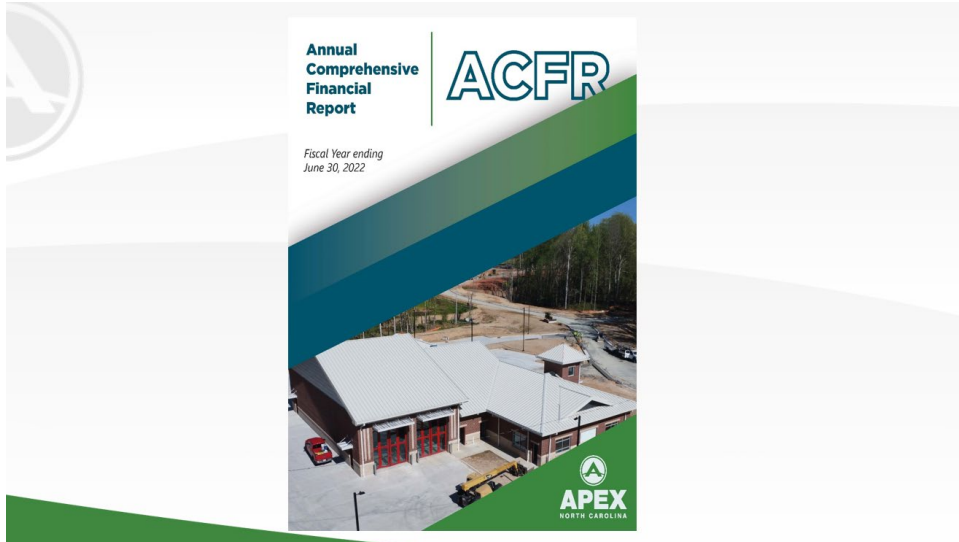
AGENDA

- Auditor communications
- Audit process and results
- Financial performance
- Summary and other items
- Questions and discussions



DRAFT MINUTES

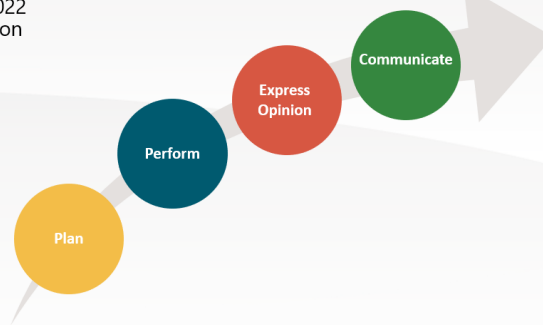
1 [AUDIT - SLIDE 4]



2 3 [AUDIT - SLIDE 5]

Results of the Audit

- We have audited the financial statements of the Town of Apex “the town” for the year ended June 30, 2022 and we have issued our report thereon date May 19, 2023.
- We have issued the following unmodified opinions:
 - Financial Statements
- We have also issued the following reports:
 - Yellow Book
 - Federal Single Audit
 - State Single Audit



4 5 6 [AUDIT - SLIDE 6]

Single Audit

• Federal Major Program

- Coronavirus State and Local Fiscal Recovery Funds (ALN 21.027)



• State Major Program

- Powell Bill (DOT-4)



DRAFT MINUTES

Councilmember Mahaffey asked if these programs were chosen at random out of all the grants the town has, or if there was a process.

Ms. Adams said there was a process that is followed to determine what must be included. She said the Coronavirus program is deemed "high-risk" because it's new, and the Powell Bill provides necessary coverage on the state side.

[AUDIT - SLIDE 7]

Internal Control Communications

- In planning and performing our audit, we considered internal control over financial reporting ("internal control") as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.
- Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. In addition, because of inherent limitations in internal control, including the possibility of management override of controls, misstatements due to error or fraud may occur and not be detected by such controls.
- A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis.

[AUDIT - SLIDE 8]

Internal Control Communications

Material Weakness

- ▶ A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the Town's financial statements will not be prevented, or detected and corrected, on a timely basis.

Significant Deficiency

- ▶ A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

We did not note deficiencies that we believe to be material weaknesses.

DRAFT MINUTES

[AUDIT - SLIDE 9]

Internal Control Communications

Other Control Deficiencies

- Lack of segregation of duties for certain areas within the payroll function (some compensating controls were noted)
- Lack of documentation of the review of journal entries by someone other than the preparer (some compensating controls were noted)

Councilmember Mahaffey asked if the segregation of duties within payroll was an issue for towns of all sizes.

Ms. Adams said it's typically more difficult for small towns, but Apex is at the size now where it can adopt these practices.

Councilmember Zegerman wanted to confirm that even though these practices are not in place, the compensating controls are still deemed sufficient.

Ms. Adams said yes, this can include monthly reviews of financial information, but adding people to put in payroll from different departments would increase the chances of issues being caught.

[AUDIT - SLIDE 10]

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management.

Corrected Misstatements

- ▶ None noted.

Uncorrected Misstatements

- ▶ \$175,000 of contributions were recorded in central depository (pooled cash) but were not actually deposited into the OPEB Trust Account until FY23.
- ▶ \$133,897 of ABC Profit Distribution related to FY22 included in the FY23 revenues and fund balance/net position (General Fund / Governmental Activities)

DRAFT MINUTES

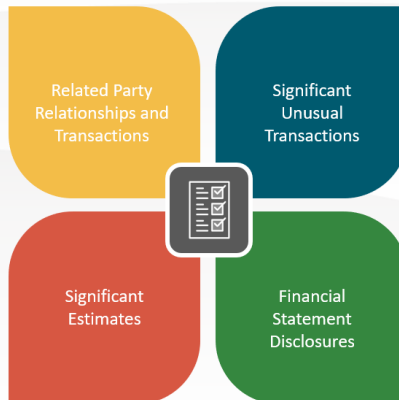
1 [AUDIT - SLIDE 11]

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Town are described in Note 1 to the financial statements.

The Town adopted GASB 87, *Leases*, effective July 1, 2021. Most prominent among the changes in the standard is the recognition of lease receivable and deferred inflows of resources for lease payments to be received in the future in the Water and Sewer Fund.

We noted no inappropriate accounting policies or practices.



2 3 [AUDIT - SLIDE 12]

Independence Considerations

Nonattest Services

- ▶ We will complete the appropriate sections of and sign the data collection form
- ▶ For all nonattest services we perform, you are responsible for designating a competent employee to oversee the services, make any management decisions, perform any management functions related to the services, evaluate the adequacy of the services, and accept overall responsibility for the results of the services.

Independence Conclusion

- ▶ We are not aware of any other circumstances or relationships that create threats to auditor independence.
- ▶ We are independent of the Town and have met our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits.

4 5 6 [AUDIT - SLIDE 13]

Other Required Communications and Matters

- ▶ Difficulties encountered
- ▶ Disagreements with management
- ▶ Auditor consultations
- ▶ Management representations
- ▶ Management consultations
- ▶ Other findings or issues
- ▶ Fraud and illegal acts
- ▶ Going concern

Supplementary Information

Required Supplementary Information (MD&A)

DRAFT MINUTES

[AUDIT - SLIDE 14]

LGC Performance Indicators

- **One** financial performance indicator of concern noted
- Audit was not submitted within five (5) months from fiscal year-end
- **Requires Response to Local Government Commission (within 60 days)**

Councilmember Zegerman asked if staff turnover in the Finance Department was essentially the only reason the audit was late this year

Ms. Adams replied that yes, it was. She felt the town would be completely fine going forward on its timelines for these things.

Councilmember Gray asked if there were any more findings or impacts related to the turnover of staff.

Ms. Adams said this was the only material finding related to that. She said the people who left kept things in a good condition to be picked up with new staff.

[AUDIT - SLIDE 15]

Upcoming Financial Reporting Changes

These standards will be effective for the Town in the upcoming years and may have a significant impact on the Town's financial reporting.

We would be happy to discuss with management the potential impacts on the Town's financial statements and how we may be able to assist in the implementation efforts.

GASB 94 – *Public-Private and Public-Partnerships and Availability Payment Arrangements*

GASB 96 – *Subscription-Based Information Technology Arrangements*

GASB 100 – *Accounting Changes and Error Corrections*

GASB 101 – *Compensated Absences*

Antwan Morrison, Finance Director, then gave a presentation about the town's Financial Performance Highlights from 2022.

[FINANCIAL PERFORMANCE - SLIDE 1]

Financial Performance Highlights

June 30, 2022

[FINANCIAL PERFORMANCE - SLIDE 2]

Property Taxes (page 131)

- Assessed Valuation = \$11.1 billion – June 30, 2022
 - Compared to – \$10.4 billion - June 30, 2021
- Current year Ad Valorem Tax collections totaled - \$43.5 million – an increase of \$4.1 million from the prior year
- 99.9% of levy collected
- Total statewide average (units with electrical systems) – 98.95%
 - Total statewide average for all population groups – 99.13%

[FINANCIAL PERFORMANCE - SLIDE 3]

Fund Balance and Net Position (non-GAAP)

Net change in fund balance (net position) for the past five fiscal years are as follows:

	2022	2021	2020	2019	2018
General Fund	\$ 10,630,653	\$ 6,364,091	\$ 2,430,163	\$ 4,996,441	\$ 6,999,287
Electric Fund	126,057	2,906,873	69,928	835,385	(654,924)
Water and Sewer Fund	2,932,175	3,566,147	3,722,551	2,405,353	1,683,973

Councilmember Zegerman wanted to clarify that the fund balance would generally increase over time, to allow the town to essentially save up for big projects such a large sewer extension.

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Director Morrison said that was correct.

[FINANCIAL PERFORMANCE - SLIDE 4]

General Fund – Fund Balance

- Policy – unassigned fund balance 25% of General Fund adopted budgeted expenditures for subsequent year (FY 2023)
- Fund Balance Calculations:
 - Town policy – 25% or \$22,800,375
 - FY 2022 Unassigned Fund Balance – 35.4% or \$32,320,435
 - Total amount above FY 2022 policy limit - \$9,520,060
 - FY 2022 – Purchase Order Carry Forward - \$6.8M
 - FY 2023 – Appropriated Fund Balance – Adopted Budget - \$3.6M
 - FY 2023 – Appropriated Fund Balance – Amended Budget - \$11.5M

[FINANCIAL PERFORMANCE - SLIDE 5]

Debt Position

DEBT OVERVIEW

- Debt issuance:
 - \$8.7 million – Mason Street Building and Fire Station #6 – 1.5% for 15 years
- Total Outstanding Debt - \$137 million
 - General Government: \$82.8 million
 - Proprietary Funds: \$54.2 million
- Total applicable to limitation:
 - \$160.8 million (includes authorized but unissued GO Bonds)
 - 2015 - \$7 million unissued – Transportation Bonds
 - 2021 - \$42 million unissued – Transportation Bonds

DEBT COMPLIANCE

- Percentage of debt to valuation – 1.44%
 - Town Policy – 2.5% (\$278,691,692)
 - State Statute – 8% (\$891,813,415)
 - Legal Debt Margin – \$730,964,534 (see Table 14)
- Debt Service Ratio – 11.09%
 - Town Policy – 12%

Councilmember Mahaffey said it was strange that the debt service ratio was close to town policy, while the debt to valuation percentage was not.

Director Morrison said that was a good thing about having the policy set in a good spot. He said it could be brought closer to it if needed, but the financing works out so they don't need to get closer to those numbers.

Councilmember Gantt said he believes these numbers were set when properties in Apex were much less valuable.

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[FINANCIAL PERFORMANCE - SLIDE 6]

Planned Debt Issuance

Subsequent Fiscal Year

- **General Obligation Bonds:**

- \$17.5 million – Transportation Projects
 - \$ 15.5 million – Apex Peakway Southwest Connector
 - 1.0 million – Pavement Improvements
 - 1.0 million – Safe Routes to Schools

- **Two-Thirds Bonds:**

- \$3.4 million – Mason Street Building

- **Installment Financing Contracts**

- \$1.4 million – Rolling Stock (Vehicle and Equipment)

Councilmember Mahaffey asked if there was a policy around trying to get the two-thirds debt, he said it's an attractive source for many municipalities.

Director Morrison said it is used if the town goes to the market, which isn't in every case.

Councilmember Gantt asked if these bonds can be stopped at any time before they are issued, in case of large interest rate changes.

Director Morrison said it could be done, but that it wouldn't be advisable. He said there would need to be a reasonable amount of time given before pulling back.

Councilmember Mahaffey noted that it was important to maintain a AAA bond rating due to rising interest rates.

Director Morrison said maintaining the AAA rating is very important, and keeps the debt issuance attractive.

[FINANCIAL PERFORMANCE - SLIDE 7]

Key Takeaways

Benefit of Wake County

Property Tax collection rates
Sales Tax

Strong financial reserves

Credit rating

Standard and Poor's (S&P) – AAA
Moody's – Aaa

Solid unrestricted cash balance

General Fund: \$40.2 million
Water and Sewer Fund: \$50.2 million
Electric Fund: \$15.4 million

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[FINANCIAL PERFORMANCE - SLIDE 8]

Other Items

- Certificate for Achievement of Excellence in Financial Reporting from the GFOA
 - Awarded FY 2021
 - Will apply for FY 2022
- Special thanks to Finance Department staff members, as well as Administration and Budget
- Questions/Discussion

Councilmember Gray asked about the new efforts being made to make the finance and accounting process for the town more electronic and automated.

Director Morrison said that is actively being worked on. He said he does not like using paper. He said they are working through implementing new processes and software.

Mayor Gilbert thanked Director Morrison and his team.

Town Manager Crosby thanked Director Morrison and his team as well, and specifically thanked Keisa Arrington for her work in helping the town navigate through staff transitions. She also thanked Director Grogan and the Budget staff for their support, as well as Deputy Town Manager Shawn Purvis.

[REGULAR MEETING AGENDA]

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

VOTE: UNANIMOUS (5-0)

DRAFT MINUTES

[PUBLIC FORUM]

[SLIDE -1]

Public Participation

- Please sign in with the Town Clerk prior to the start of the meeting for all Public Hearings and Public Forum
- Public Forum speakers are requested to address only items that **do not** appear in the 'Public Hearings' section on tonight's 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 and are limited to 9 minutes
- Individual comments must be limited to 3 minutes to allow others the opportunity to speak



First to speak was **Phil Welch**, of 1471 Big Lead Loop:

"Good evening, Mayor, Mayor Pro Tem, Councilmembers, and Professional Staff, my name is Phil Welch, I live at 1471 Big Leaf Loop in Apex. I'll start by thanking all of you for your support for the recent home repair fair, without your support the fair would not have been possible. So, thank you. I come tonight to encourage all of you to take advantage of properties, including land and buildings, offered to the town for affordable housing by our faith communities. I have given several overviews of Apex's affordable housing plans to members of our faith congregations, at the end of each talk, I have listed the ways in which those congregations could become part of the solution to Apex's continuing need for safe, decent, affordable homes for our neighbors. In addition to sending volunteers and funding to non-profits such as Habitat, some of our local congregations are now stepping up and offering properties, for sale or lease, for redevelopment into mixed-uses, including affordable housing. Here are some local examples that I am aware of: First, the White Oak Foundation is building a mix of for-sale and for-rent townhomes for families of essential workers. Their plans include a daycare center to provide reasonable priced daycare for the children of these families. Second, Greenwood Forest Baptist Church in Cary is exploring leasing some of its property to the Caring Place for the construction of up to 30 affordable apartments for families transitioning back into the housing market. Third, and I think most impressive, Care First Christian Church has ambitious plans to replace their Church building with a multi-use structure, which will include flex space of the ground floor with a senior center, church offices, and worship space, and senior affordable apartments on the upper floors. I know some Councilmembers are advocating for the use of federal ARPA funds to purchase property and make it available for affordable housing, I strongly support that initiative. I'm also aware some church-owned property has recently been offered to the town for purchase. Please seriously consider this purchase, and the multiple opportunities it presents. We need creative solutions to the town's critical need for affordable homes for our vulnerable seniors, veterans, essential workers, and others. We're all aware that the price of land and buildings continues to skyrocket here, we need to take advantage now of properties offered for sale and prime locations. As always, I stand ready to work with all of you to envision, plan, and implement creative, new affordable housing possibilities. Thank you."

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Mayor Gilbert thanked Mr. Welch for his comments, and for his continued advocacy in the community.

Next to speak was **Robyn Roehm**, of 2300 Pilot Mountain Court:

"Hi, thank you for having me, my name is Robin Roehm, I am on the Board of the Crockett Ridge Homeowner's Association, and I am here to urge the town to prioritize the construction of the sidewalk along the south side of Apex Barbecue, between Kelly Road and Brasstown. Currently, there is no sidewalk there, there is some construction happening, but as of right now there's no way for the kids in our neighborhood and the neighborhood's surrounding to walk to the Elementary School down the street right there. It's a dangerous road, it has some higher speeds, there's also some curves there, so biking is not possible for the kids either, or bikers in general. We've been told that it has been requested, but it's not even a possibility until year 2028-2029, I could be wrong on that, but as of right now it would take 10 minutes, maybe a little more, for kids to walk, to bike, to this area, whereas the carpool lane would take 30 minutes, and a bus ride for literally a 2 minute drive down the street is an hour for the kids. And so, on behalf of the HOA, we would like to ask that the town prioritize the continuation of the sidewalk."

Mayor Gilbert thanked Ms. Roehm for her comments.

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

"Mayor and Town Council, good evening. Tonight, I brought you a screenshot of eCourts, the free, online website hosted by North Carolina Courts that enables the public to search the town's lawsuits by typing "Apex, Town of" in the search box. I'm interested in the town's eminent domain lawsuits, since this Council has threatened to take my property, and that of my neighbors. The town and this Council have tried to reassure us that we'll be treated fairly. The process has not been fair, and based on public records on eCourts, we're not encouraged. Eminent domain statute 40a-64 requires that the town pay fair market value for property the town condemns. Yet, the court filings in front of you, and that you can download and read at your convenience this weekend, shows that the town is trying to take both the Lund property and the Mills property at 20% of the market value. How is 20% of the market value fair? Even worse, the court filings show that when negotiations between the town and the property owners failed, both owners accepted multi-million-dollar contracts from a developer. The very next day, the town staff advised this Council, and you voted to authorize the town to take both properties via eminent domain. Perhaps the timing is coincidental, but there's a strong appearance of "Oh, we didn't get our way. We're going to retaliate by condemning your property. We're going to stop you from selling your property to the developer, and harass you by dragging you through the courts, costing you thousands of dollars, and tying up months of your life. Whoever advised you on the property value gave you really bad advice, as 20% is categorically unfair. Would you sell your property at 20% of what it's worth? eCourts is a valuable tool providing much-needed transparency into how the town handles disputes, and is leveling the playing field by putting court-sworn facts into our fingertips. So, when we point out concrete evidence that the town is not being fair, because we are the expert of our own properties, don't discount us. Pause, take a moment, take the blinders off. Consider those that advised you to date probably gave you their best

DRAFT MINUTES

guidance. But that guidance may miss the mark, and in the case of Lund and Mills, if you read the affidavits, the town is literally offering 20% of what the developer is offering. You cannot be fair if you continue to only consider one side, as you've been doing. Thank you for your time and consideration."

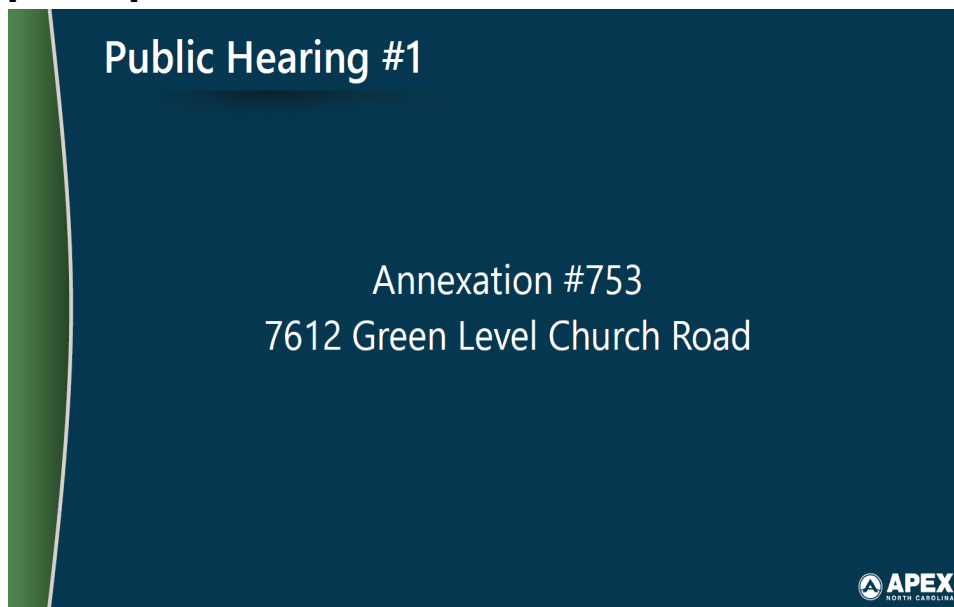
Mayor Gilbert thanked Ms. Stitt for her comments. With no more sign ups, he closed public forum and opened public hearing.

[PUBLIC HEARINGS]

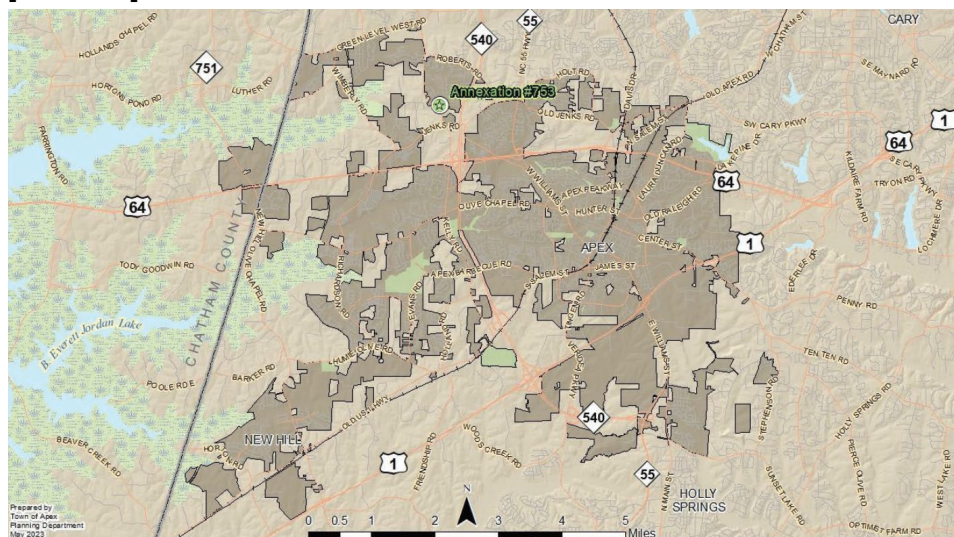
PH1 Annexation No. 753 - 7612 Green Level Church Road - 1.74 acres (REF: ORD-2023-042)

Dianne Khin, Planning Director, gave the following presentation regarding Annexation No. 753.

[SLIDE-2]



[SLIDE-3]

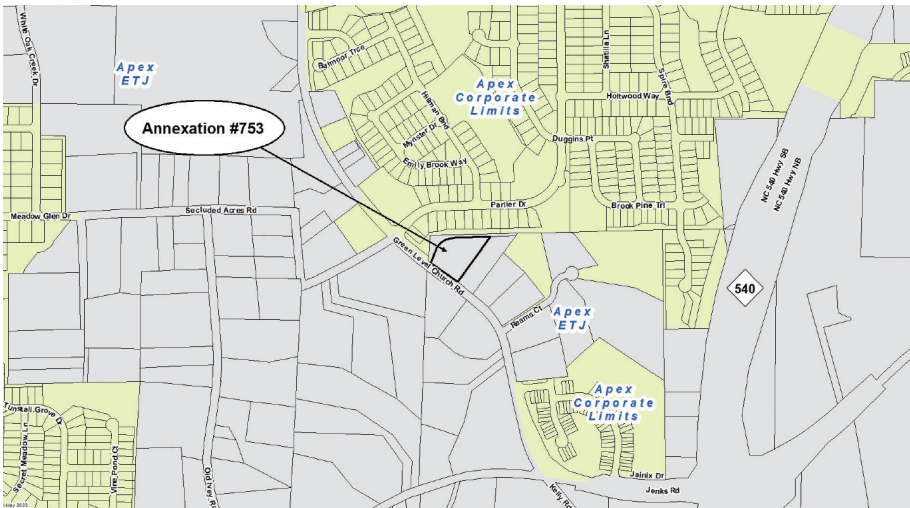


DRAFT MINUTES

[SLIDE-4]



[SLIDE-5]



[SLIDE-6]



Mayor Gilbert opened up public hearing for this item. With no one signed up, he closed public hearing, and brought discussion back to Council.

DRAFT MINUTES

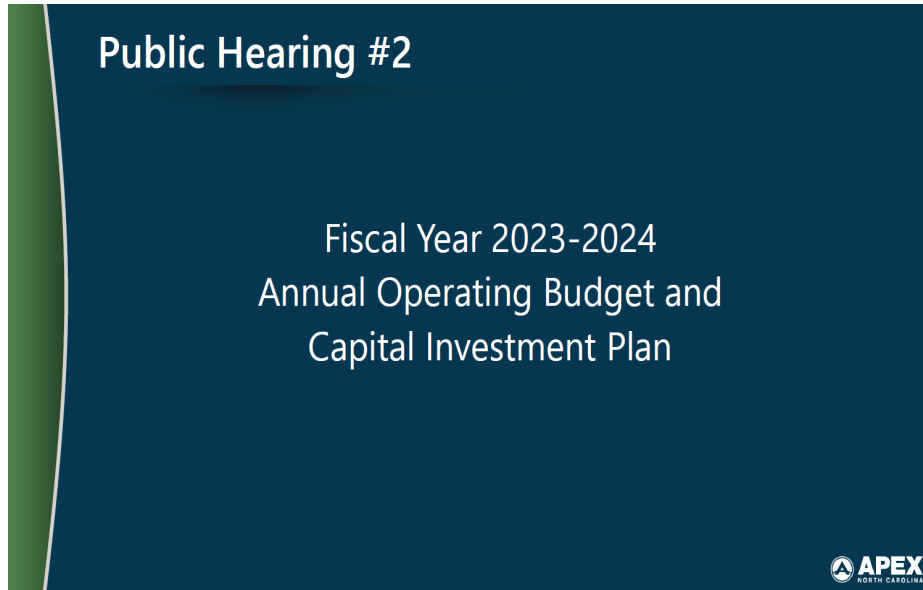
A **motion** was made by **Councilmember Mahaffey**, seconded by **Councilmember Gray**, to adopt Annexation No. 753 - 7612 Green Level Church Road.

VOTE: UNANIMOUS (5-0)

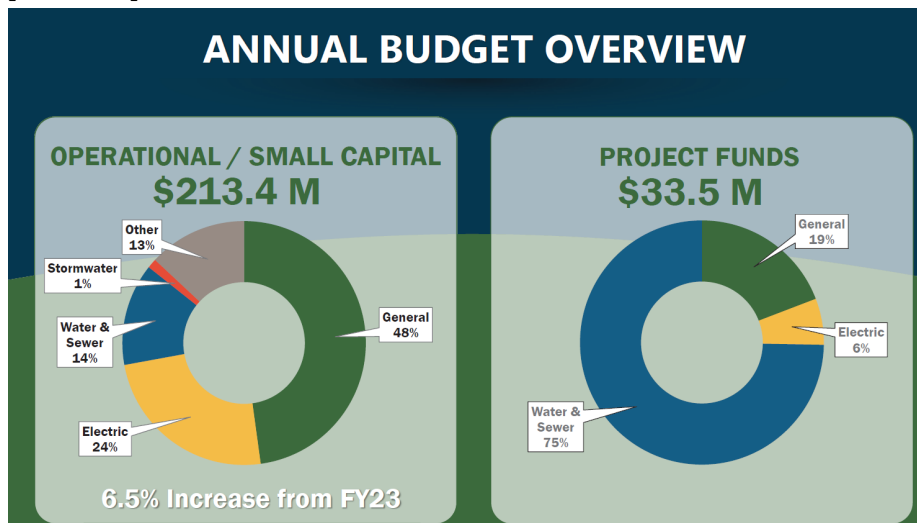
PH2 Fiscal Year 2023-2024 - Annual Operating Budget and Capital Investment Plan

Amanda Grogan, Budget and Performance Management Director, gave the following presentation regarding the Annual Operating Budget and Capital Investment Plan.

[SLIDE-7]

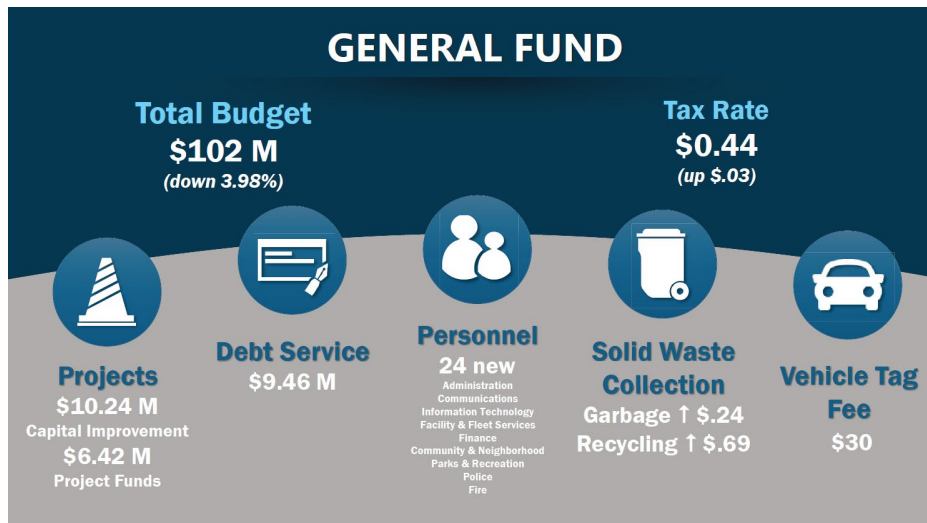


[SLIDE-8]

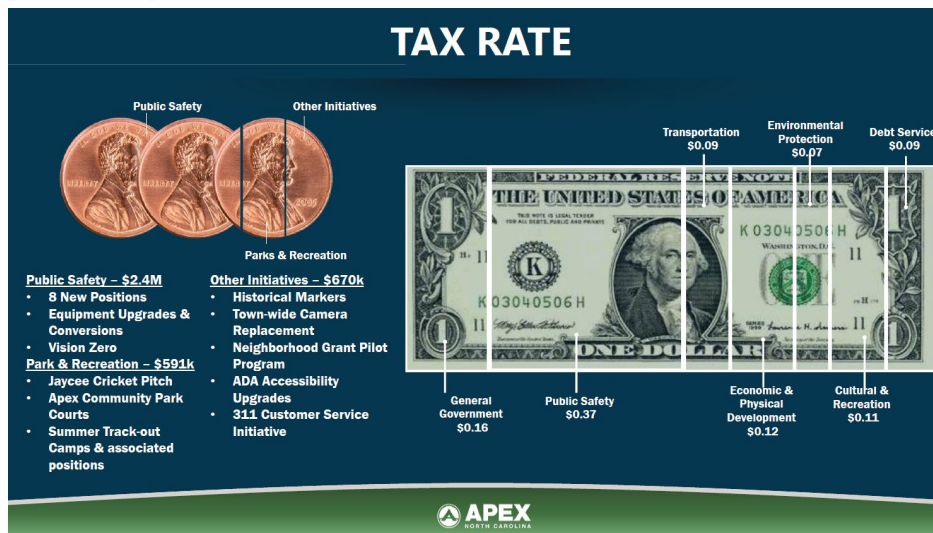


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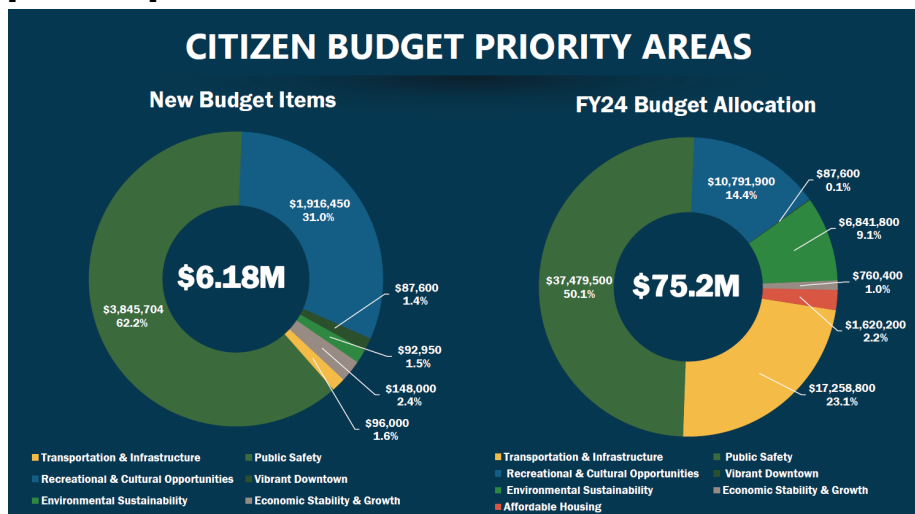
[SLIDE-9]



[SLIDE-10]



[SLIDE-11]

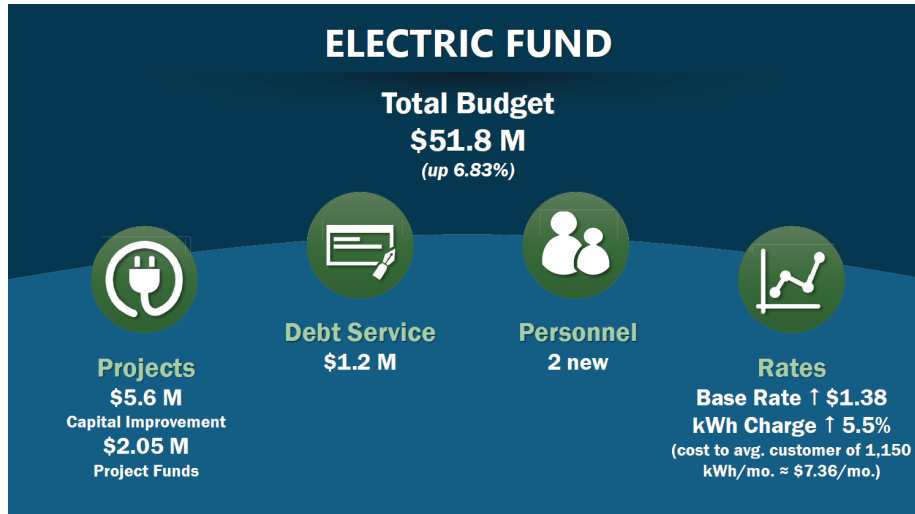


Mayor Gilbert asked if the town presents the number of people who participate in the budget priority survey.

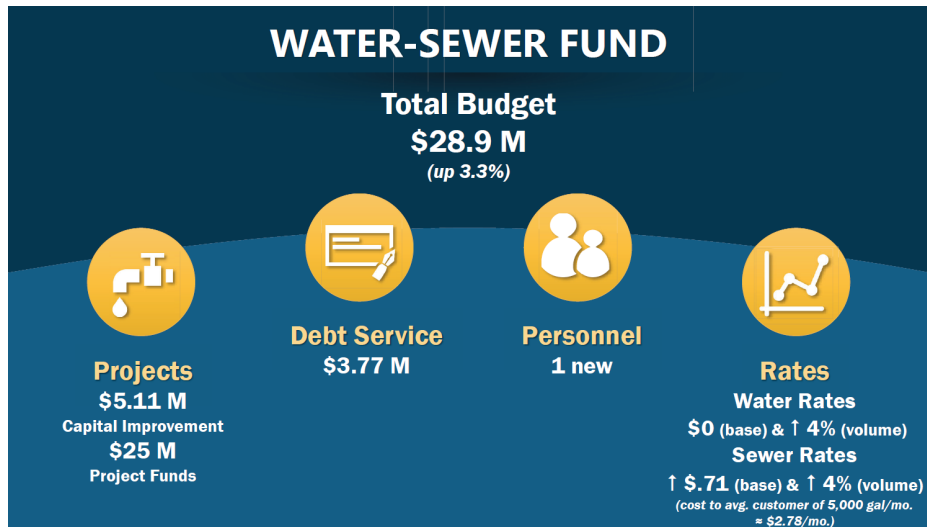
DRAFT MINUTES

Director Grogan replied staff does, and that a memo is released which includes demographic and geographic breakdown of respondents.

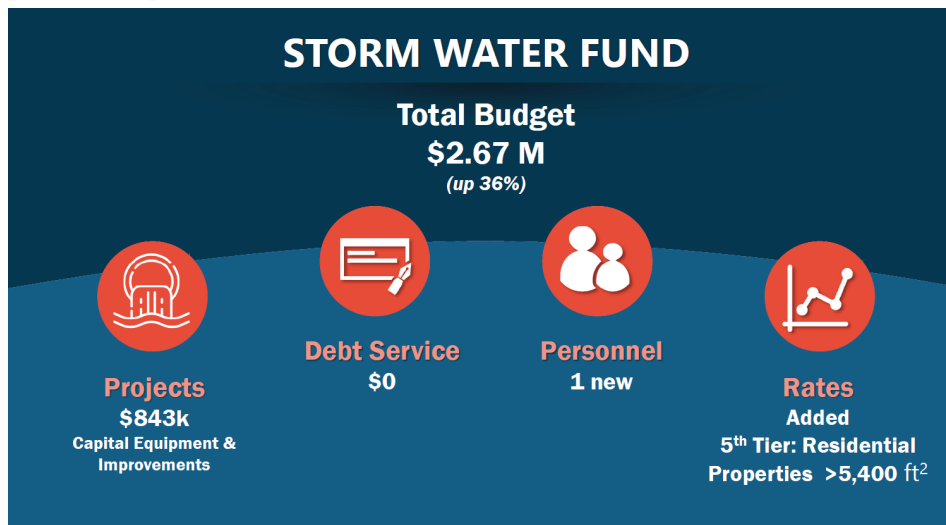
[SLIDE-12]



[SLIDE-13]

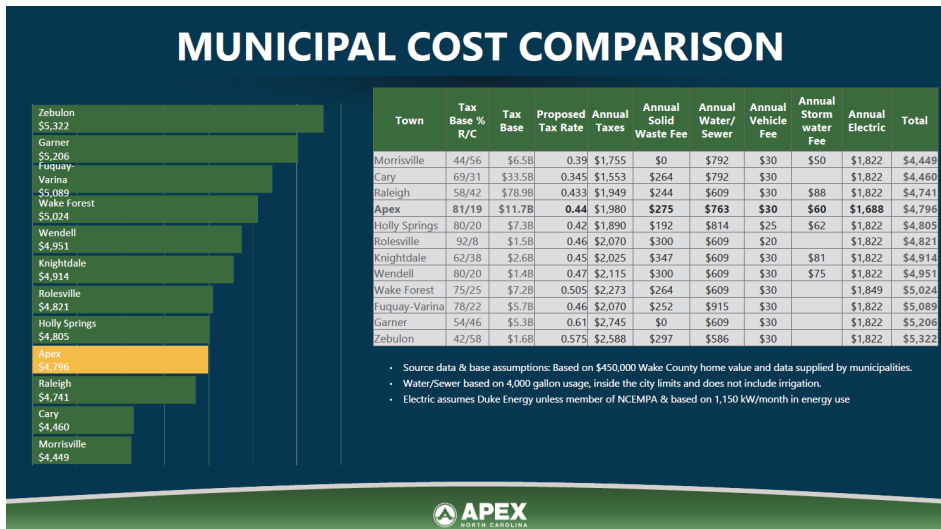


[SLIDE-14]



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1 [SLIDE-15]



2
3 [SLIDE-16]

CUMULATIVE EFFECT ON RESIDENTS

Rate Change Impact on Average Household*			
Fee/Rate	FY22-23	FY23-24	Change
Solid Waste (combined)	\$21.99	\$22.92	\$0.93
Water	\$27.25	\$28.10	\$0.85
Sewer	\$48.00	\$49.93	\$1.93
Electric	\$133.33	\$140.69	\$7.36
Stormwater	\$5.00	\$5.00	\$0.00
Total	\$235.57	\$246.64	\$11.07

*Average household defined as 5,000 gal/month in water-sewer usage & 1,150 kW/month in energy use

Property Tax Rate Comparison				
Home Value	\$0.41	\$0.44	Change	per Month
\$200,000	\$820	\$880	\$60	\$5.00
\$300,000	\$1,230	\$1,320	\$90	\$7.50
\$400,000	\$1,640	\$1,760	\$120	\$10.00
\$500,000	\$2,050	\$2,200	\$150	\$12.50

4
5 **Councilmember Gantt** asked if staff had done a comparison between the residential
6 densities of the communities.

7 **Director Grogan** replied they had not, but that they would add it to the analysis.

8 **Councilmember Gantt** said that would be useful, as providing services to less dense places
9 are generally more difficult.

10 **Mayor Gilbert and Council** expressed their gratitude to Director Grogan and staff for their
11 work and effort on explaining the budget and making it accessible for residents.

12
13 **Mayor Gilbert** opened up public hearing for this item.

14
15 First to speak was **Elizabeth Stitt** of 3113 Friendship Road:

16
17 "So, a year ago, I showed up thinking, hey I could get turn lanes for Friendship Road, couldn't be that
18 difficult, I thought I'd start a couple months in advance and I could get it, and last year it was like "oh,
19 nope, too late it was already pre-baked." So I said OK, I'll try it again, I went through the entire
20 budget process with you guys, I was the only person at the first finance meeting, I was one of three at

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the second finance meeting, I could not make the workshop, but I watched it online twice because it's hard to listen when you're multi-tasking at home. And I shared this out with my network, with a lot of people. And what I was really surprised was even though I kept taking information they were like, "it doesn't matter." And, it does matter. And to what you were saying, Amanda and the team have done a lot of work, you guys have done a lot of work. People don't feel like when they raise their hands that it matters. I don't have my turn lanes, the neighborhood doesn't have their sidewalk, last meeting there was a neighborhood I'm drawing a blank on that doesn't have their greenway. When you look at the general fund balance, there is money there. And in your budget document from last year and proposed this year, it states that money can be used. Maybe don't use a lot of it, maybe use a portion of it to offset the tax increase, maybe do some of these small projects, but at some point, what do you do to get people engaged? Or is the goal not to have people engaged? I know that you guys want people engaged, you've got to do something different if you want people to show up. I should not be the only person on this list, I should not have been the only person at that finance meeting, and one of three at the second, and I don't even pay Apex taxes, but yet I'm invested to what happens to my community because you guys are my community, even though I'm not in the town limits, I'm in your ETJ, and what you do impacts all of us. So, I'm more than happy to try and figure out how we get the word out more, but I should not be here standing alone tonight. Not with all the work that you guys have done the past year. People simply don't think you guys care, I know you do. So, I would like for it to be a goal, despite the fact that we have a lot of things we're working on, I would like to try to try to figure out how to actually get people engaged this coming year, to where people really start feeling like they are a part of this community, that they have a say in what's happening. And that's all I have, thank you."

Mayor Gilbert thanked Ms. Stitt for her comments. He said he would like to see more people engaged in what Council is doing, and that it is still a work in progress. He said, however, this is particularly important before they decide, so he does agree with that assessment.

Councilmember Mahaffey said he is trying. He said on his social media, he's made 70-80 posts about the budget, and goes through it page by page trying to spark an interest. He thought maybe one project or line people would care about. He said that it's tough, and something they should still work on.

Mayor Pro Tempore Killingsworth said part of the engagement process is the survey, and they get a lot of guidance through that. She said even though it is not officially a part of the yearly budget process, it's helpful to know what people's priorities are.

Councilmember Gray said it's important to think of the budget not as a single document, but as part of a larger process. He said he talked to a resident last week about when he watches or attends to Council Meetings, the rezonings are very boring. He said he would somewhat agree, but that in those rezonings it is where the details really matter., He said in the structure of the budget, 2/3 is going to public safety, but the public input indicated they wanted it going more towards parks, greenways, and things like that. He said the cost for things like greenways and trees are being borne by the applicants in these rezonings, so that Council can use more of that money on things they have neglected for a while. He said the public safety increases means they will be able to address issues such as Richardson Road safety from last meeting's discussion, putting SROs into schools, ensuring proper fire response, and more. He said it's a difficult balance to ensure "the dollar" is being used appropriately. He said they also recognize that there are people in the town struggling check to

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1 check, so even increasing tax rate by a penny, they recognize that it is painful. He said they would all
2 like to see more participation, and they should continue to press for it. He added the voices of
3 residents makes a huge difference when talking about how to best maintain their standard of living,
4 safety, water, power, trash, and our community. He said democracy is hard, but that it is a
5 participation sport.

6 **Councilmember Mahaffey** wanted to add participation was multi-modal. He said they've
7 been at several of the festivals and offering cool merchandise in exchange for thoughts or requests
8 regarding the budget. He said he wants people to know Council Meetings are not the only way they
9 are trying to receive input, and they are open to suggestions.

10 **Mayor Pro Tempore Killingsworth** said they wanted to be at festivals in order to have more
11 interaction with the public and find out what they want. She added she wants people to come speak
12 to them, and to share their thoughts.

13 **Councilmember Gantt** said he is happy they have established some metrics for safe routes
14 to schools and a master plan for parks and rec, and that these utilize objective measures to analyze
15 projects. He said in theory, this helps some of the objectively best projects get funded, and is in
16 some ways better than hearing a lot of people speak about a more moderate project, in comparison
17 to nobody speaking about a more high-impact project. He thinks both of these should be balanced,
18 and that the high-impact project should be chosen 9 out of 10 times. He said he likes the metrics,
19 and consistently looks at them to evaluate if they are the best way to analyze these projects. He
20 added he thinks it has helped the town put their dollar in the best places possible.

21 **Councilmember Mahaffey** said for sidewalks, there is 90-100 million dollars' worth of
22 projects backlogged, already scored and organized, and they typically base which ones they choose
23 each year on that scoring analysis. He said routes to school is a huge bonus of scoring. He said there
24 is a potential for development along the south of Apex Barbecue, and the developer would build
25 the sidewalk in that case.

26 **Councilmember Gantt** said that is why they went ahead and did the Kelly Road project,
27 because development had already occurred. He said staff has done a great job establishing the
28 ranking system.

29 **Councilmember Zegerman** said there was a backlog of projects coming up on 200 million
30 dollars. He said they only have so many millions a year to put towards capital projects, so it's walking
31 a tightrope for what the town wants to do and can do, and the potential tax increase that would go
32 along with it. He said they felt strongly that a 3-cent increase was the maximum they wanted, and
33 they have to consider those who have difficulty making ends meet. He said it also limits what can be
34 done in terms of capital expenditures. He said he thinks they are getting better at getting resident
35 input, but there could still be more done.

36 **Mayor Gilbert** said he wanted to see more information on number of people who were
37 delinquent on water and power bills, in order to understand the hardships people in town may face
38 when analyzing the potential tax rates.

39 **Councilmember Mahaffey** said something that concerns him is re-connection fees. He says
40 sometimes people fall behind, have to catch up, and then have to pay an extra fee on top of all of
41 that. He said that may be an important thing to look at in the future. He said he doesn't like things
42 that force a negative reinforcement loop.

43 **Councilmember Gantt** said that Western Wake Crisis Ministries still had funds in their utility
44 assistance program, and if people are struggling in that aspect he encouraged them to reach out.

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Councilmember Zegerman said the town also has the Apex Cares program to help people maintain their properties.

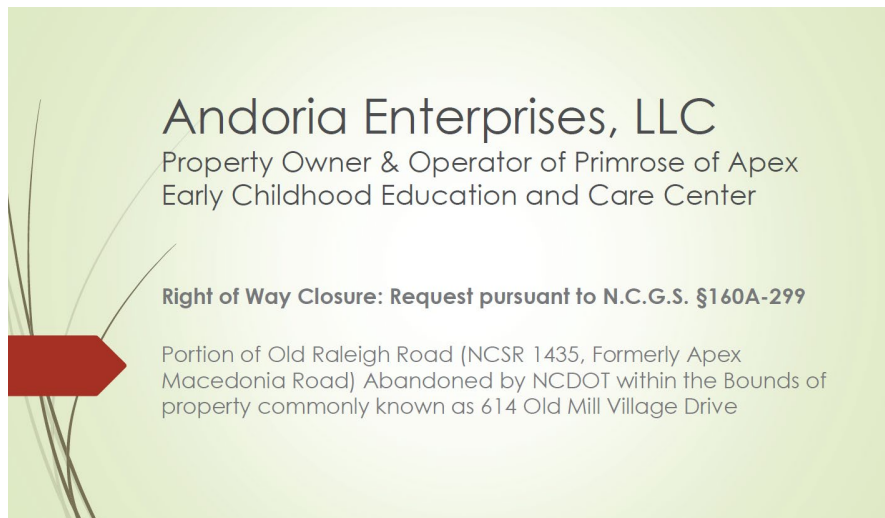
Mayor Gilbert moved the meeting to Public Hearing 3, with no further discussion on this item.

PH3 Right-of-Way (ROW) Road Closure Request - Portion of Old Raleigh Road (REF: OTHER-2023-048)

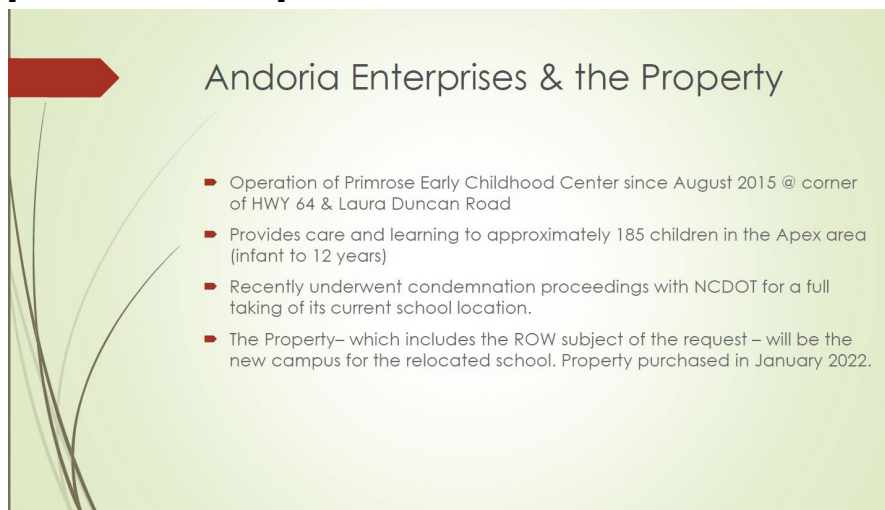
Allen Coleman, Town Clerk, gave a presentation regarding the Right-of-Way road closure request for the portion of Old Raleigh Road.

Jessica Vickers, Counsel for Andoria Enterprises, gave the following presentation:

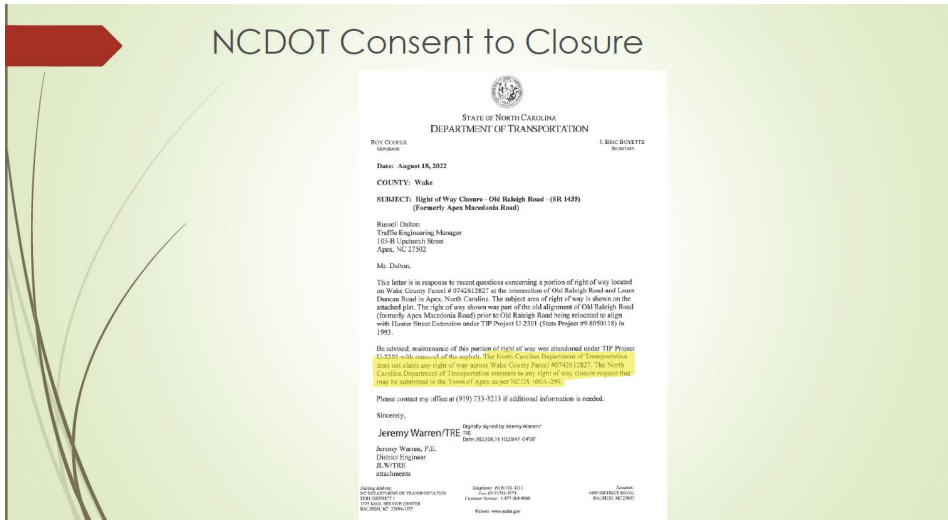
[ANDORIA SLIDE 1]



[ANDORIA SLIDE 2]



1 [ANDORIA SLIDE 6]



2
3 [ANDORIA SLIDE 7]

Andoria's Request

- Expected completion date for new school is July 2023.
- ROW closure is necessary to . . .**
 - satisfy bank financing requirements for the school construction (i.e., clean title); and
 - ensure longevity of this school for the Apex community.
- No evidence that closing would be detrimental to the public interest or the property rights of any individual. (See N.C.G.S. §160A-299)**
 - Roads surrounding property have been reoriented for more than 30 years and this ROW has not been used for more than 30 years.
 - The ROW does not tie into anything which might necessitate that the Town continue to maintain the ROW.
- The Town of Apex has issued permits to Andoria for construction of the new school over the old, abandoned right of way.

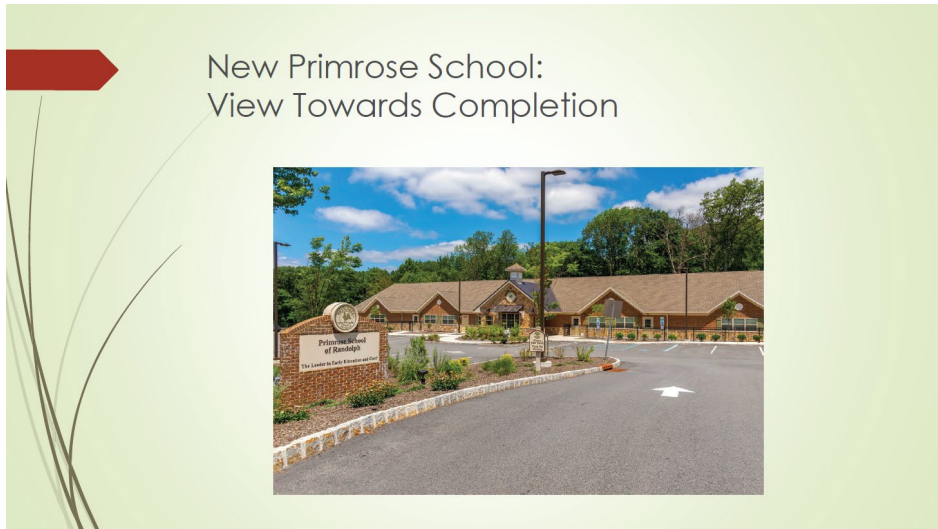
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5 [ANDORIA SLIDE 8]



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[ANDORIA SLIDE 9]



Councilmember Mahaffey asked how this got here, if this was missed during due diligence or if it was believed to be a non-issue, for example.

Ms. Vickers said it was a bumpy process buying this property with this hanging over it, but it was worth the chance to ensure a new school could be rebuilt in close proximity. She said that's why this is happening after closing.

Councilmember Mahaffey asked why specifically this was coming to the town. He is wondering if this is an NCDOT right of way and NCDOT consented to its closing.

Ms. Vickers said it was because it was in the town limits and was abandoned by the NCDOT it had to be approved by the town.

Councilmember Zegerman asked if the town needed to go to the NCDOT, or if this was the last step.

Ms. Vickers said this was the last step.

Mayor Gilbert opened up public hearing for comment. With no one signed up, he brought action back to Council.

A **motion** was made by **Councilmember Gray**, seconded by **Councilmember Mahaffey**, to approved the Right-of-Way Road Closure Request for a Portion of Old Raleigh Road.

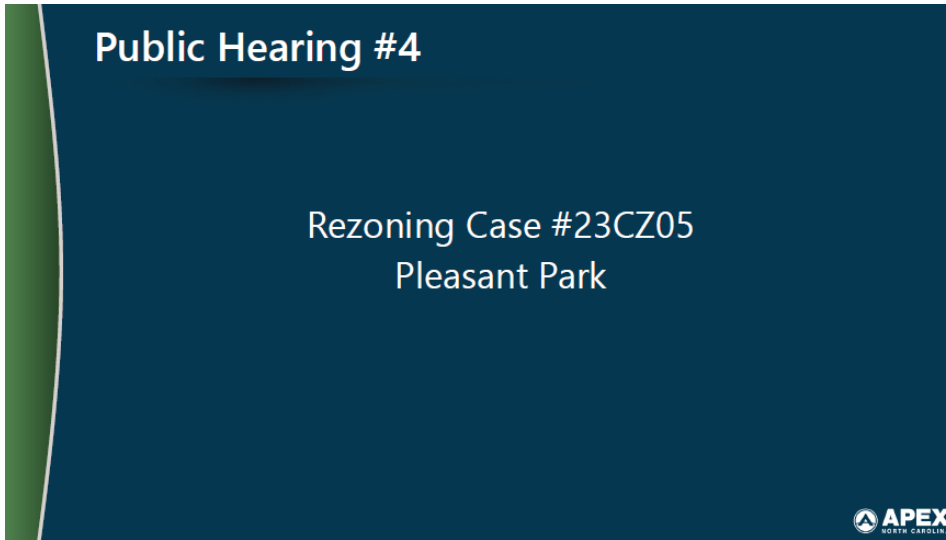
Councilmember Mahaffey said if the town wanted to maintain the right of way, it would have happened a lot earlier. He said you don't see many of these kinds of cases. He was just curious about how the process worked.

VOTE: UNANIMOUS (5-0)

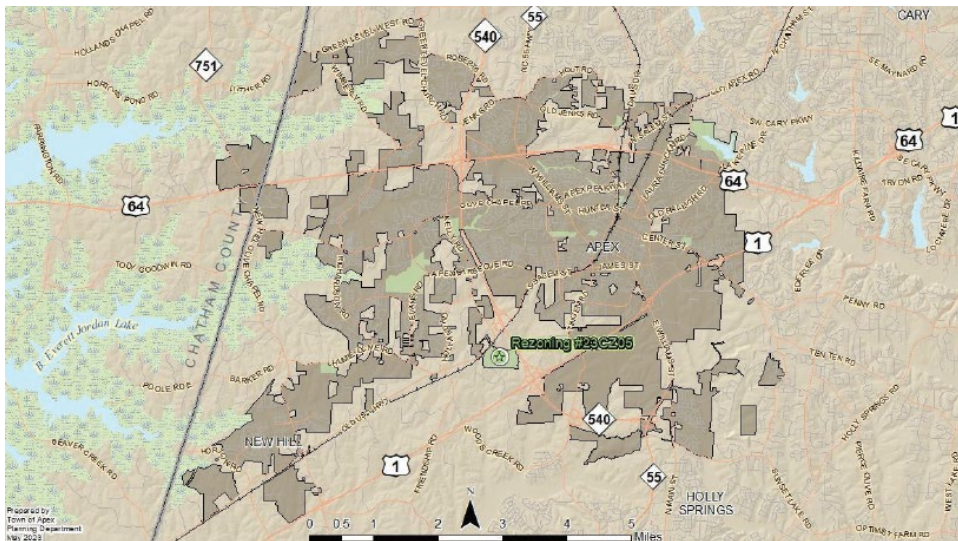
PH4 Rezoning Case No. 23CZ05 - Pleasant Park

June Cowles, Senior Planner, gave the following presentation regarding Rezoning Case No. 23CZ05 - Pleasant Park:

1 [SLIDE 18]



2
3 [SLIDE 19]



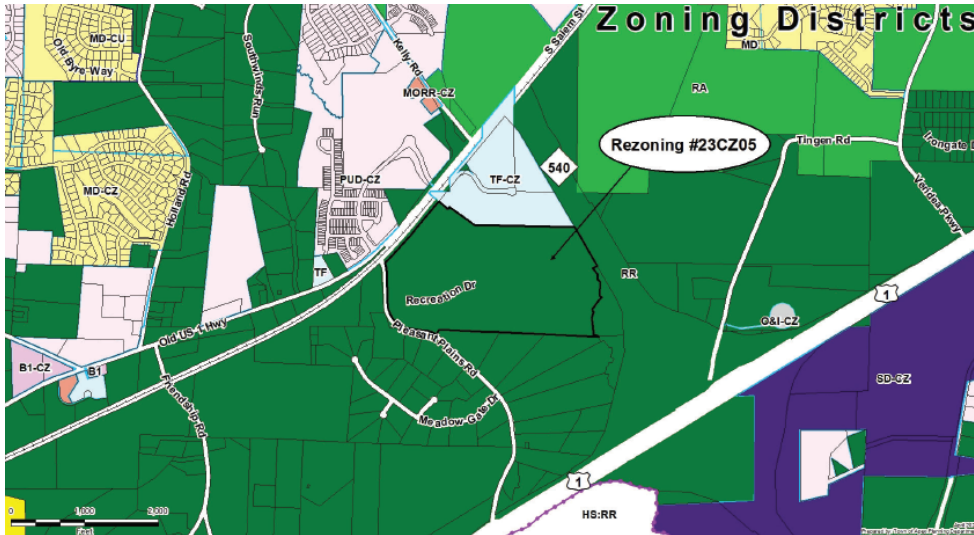
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5 [SLIDE 20]



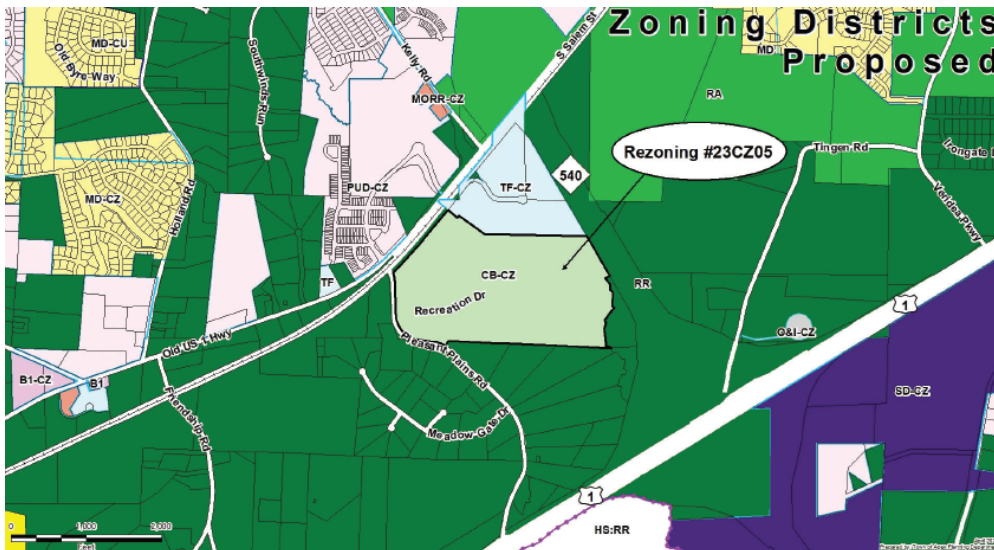
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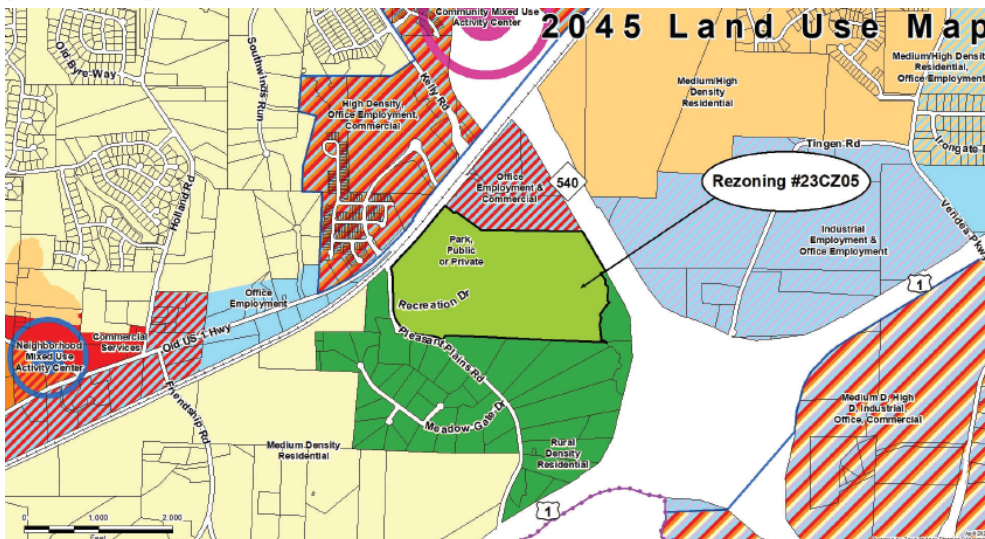
1 [SLIDE 21]



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3 [SLIDE 22]

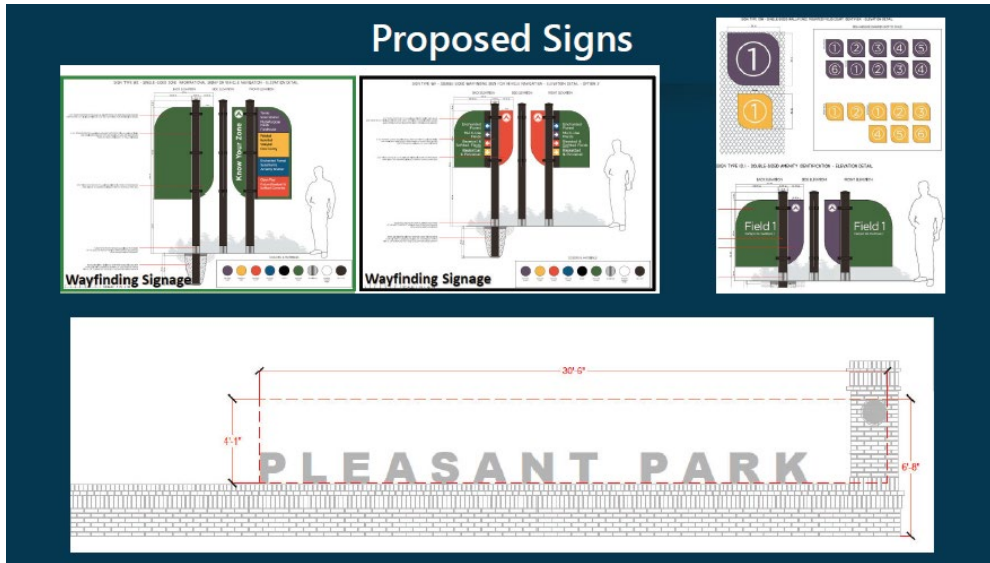


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5 [SLIDE 23]



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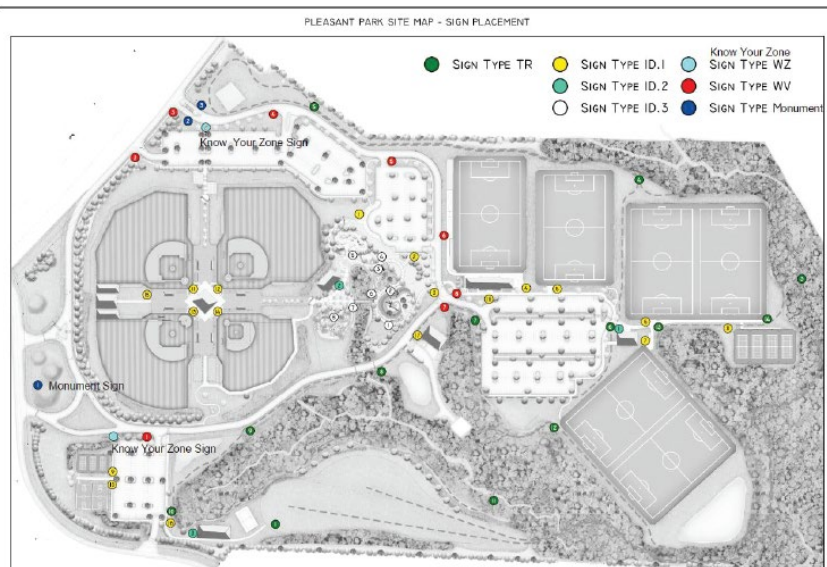
1 [SLIDE 24]



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3 [SLIDE 25]



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5 [SLIDE 26]



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Councilmember Gantt asked about if there was any follow-up to the conversation about the parcel to the east from the community meeting.

Angela Reincke said they have requested information about the value of the property and what the town may be able to do.

Mayor Gilbert opened up public hearing for this item. With no one signed up, he closed public hearing, and brought discussion back to Council.

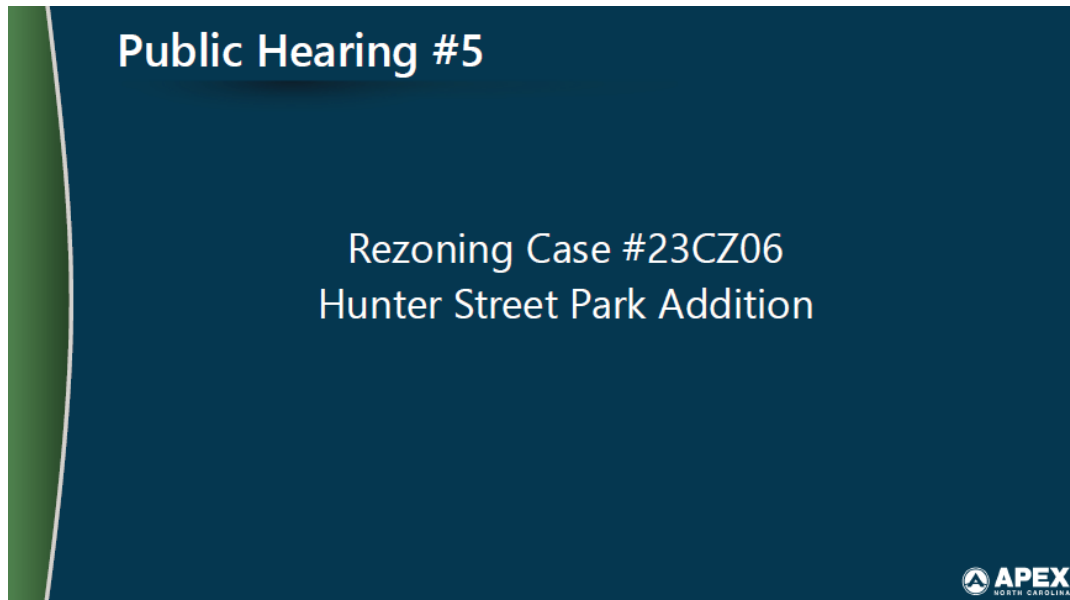
A **motion** was made by **Mayor Pro Tempore Killingsworth**, seconded by **Councilmember Gantt**, to approve Rezoning Case No. 23CZ05.

VOTE: UNANIMOUS (5-0)

PH5 Rezoning Case No. 23CZ06 - Hunter Street Park Addition

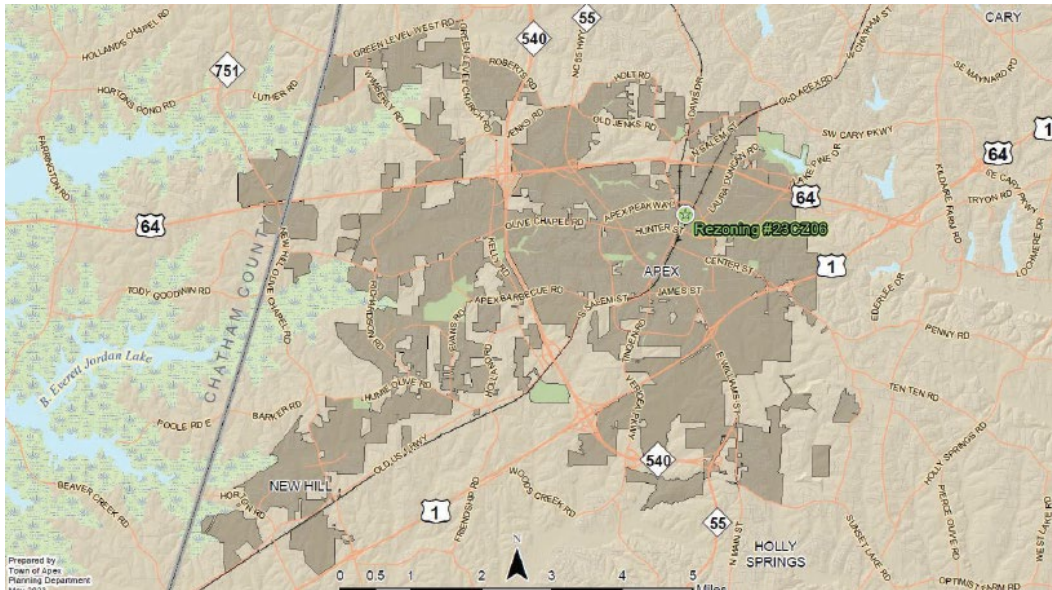
Joshua Killian, Planner I, gave the following presentation regarding Rezoning Case No. 23CZ06 - Hunter Street Park Addition:

[SLIDE 27]



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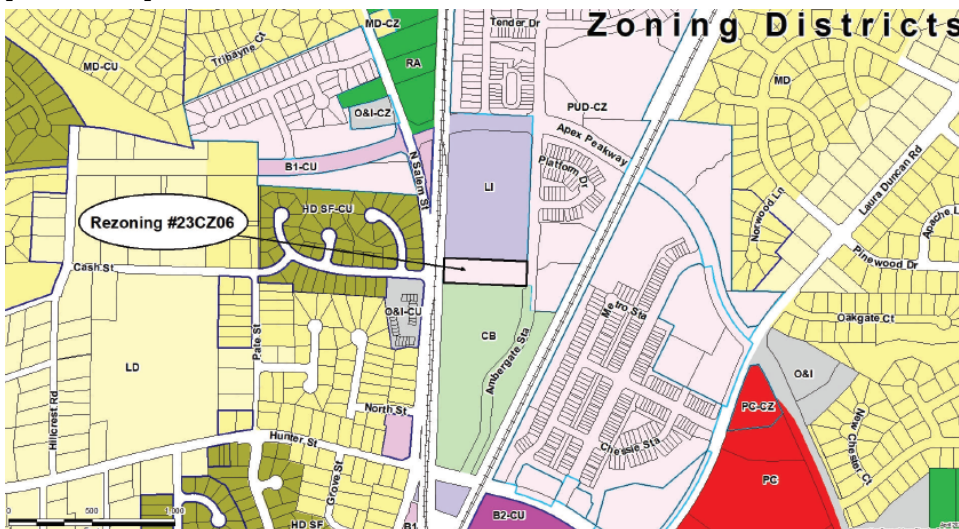
1 [SLIDE 28]



2 [SLIDE 29]
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4 [SLIDE 30]
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Councilmember Zegerman said nearby residents had expressed concerned over potential unauthorized crossing of Salem Street, and wondered if staff had looked at mitigating options, such as fencing.

Mr. Killian said fencing would be part of the site plan approval process. He said the town is looking to provide a 50-foot buffer between the park and the railroad.

Councilmember Gantt wanted to confirm if sidewalks were being put in the area between Amber Gate and Salem Street.

Mr. Killian said yes, the Downtown Safe Routes to School Program is currently reviewing that to put in those sidewalks.

Councilmember Gantt said that should help with unauthorized crossings in the future.

Mayor Gilbert opened up public hearing, with no one signed up, he closed it and brought discussion back to Council.

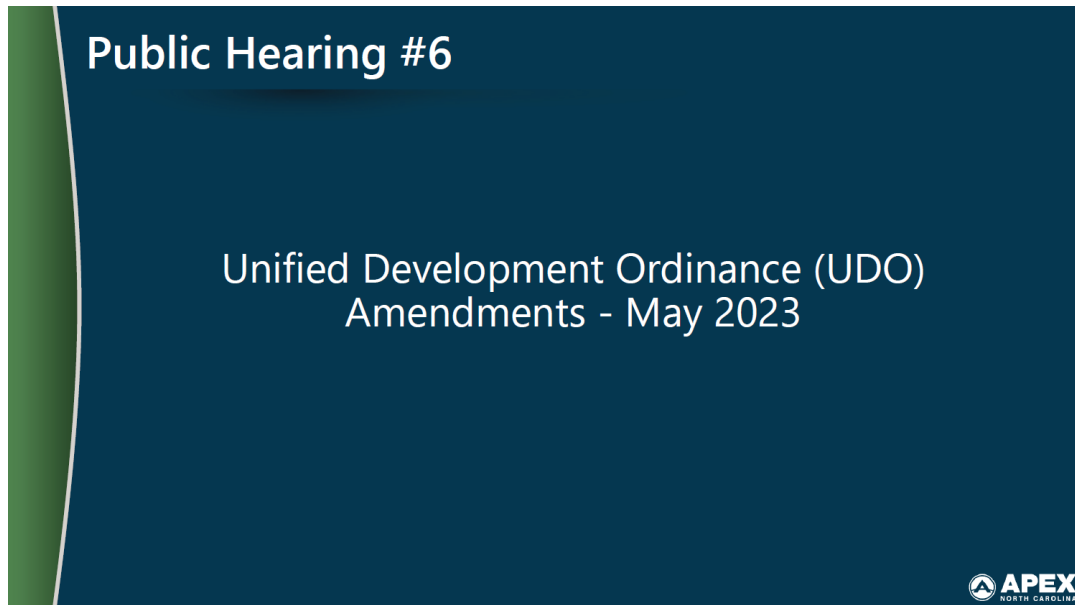
A motion was made **Councilmember Arno Zegerman**, seconded by **Mayor Pro Tempore Killingsworth**, to approve Rezoning Case No. 23CZ06.

VOTE: UNANIMOUS (5-0)

PH6 Unified Development Ordinance (UDO) Amendments - May 2023 (REF: ORD-2023-043)

Dianne Khin, Planning Director, gave the following presentation regarding the first proposed amendment to the UDO:

[SLIDE 34]



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[SLIDE 35]

Amendment #1

Requested by Town Council

1. Amendments to Secs. 4.2.2 *Use Table* and 4.4.4 *Supplemental Standards, Recreational Uses* in order to require a double gate for dog parks in private recreation areas.

4.2.2 Use Table																						
Use Type	Definition Section	Zoning Districts																				Standards
		Residential								Business						Planned Development			Other			
		R A	R R	L D	M D	H D S F	H D M F	M H P	M O R I	O S I	B 1	B 2	P C	P C I	L T F	M E C	T N D	P U D	C B	S D	S T C	
Recreational Uses																						
Recreation facility, private	4.3.4.N	P	P	P	P	P	P	P								P	P	P	*	*	P	4.4.4.D; 6.3

4.4.4 Supplemental Standards, Recreational Uses

- D) *Reserved* Recreation facility, private
If a private recreation facility includes a dog park, a double gate shall be installed at any entrance into the dog park.



Jenna Shouse, Senior Long-Range Planner, gave the following presentation regarding the second proposed amendment to the UDO

[SLIDE 36]

Amendment #2

Requested by Planning Committee of Town Council and Planning Staff

2. Amendments to Sec. 8.3.11 *Electric Vehicle Charging Spaces* in order to increase the amount of required Electric Vehicle (EV) charging spaces for apartments as requested by the Planning Committee of Town Council. Additional amendments to this section are proposed by Planning Staff in order to increase the amount of required EV charging spaces and EV-Ready parking spaces for certain uses and to modify the standards for EV charging spaces.

8.3.11 *Electric Vehicle Charging Spaces*

Multi-family or apartment projects with average rents that are affordable to a household with an annual income that is not greater than 80% of the Area Median Income for the respectively-sized household in the Raleigh, NC MSA, as determined by the United States Department of Housing and Urban Development, are exempt from all electric vehicle charging space requirements.



[SLIDE 37]

Amendment #2

Requested by Planning Committee of Town Council and Planning Staff

A) *Electric Vehicle Parking Requirements*

~~Unless otherwise expressly stated in this Ordinance, e~~Electric vehicle charging spaces shall be provided in accordance with Table 8.3-9, **except for subsections 1 and 2 below**, ~~for any use requiring 50 or more motor vehicle parking spaces.~~

- 1) If less than ~~44~~ **10** motor vehicle spaces are required, no electric vehicle charging spaces or EV-Ready space are required.
- 2) If ~~44~~ **10** to ~~49~~ **19** motor vehicle spaces are required, one (1) EV-Ready space is required **except for Commercial Uses as noted in Table 8.3-9.**
- 3) ~~No more than 10 electric vehicle charging spaces shall be required within a single development (as defined in Sec. 12.2 Terms Defined).~~



[SLIDE 38]

Use	Minimum Number of Required EV-Ready Spaces	Minimum Number of Required Electric Vehicle Charging Spaces
Multi-family or apartment	10% of all required motor vehicle spaces	8% 10% of all required motor vehicle spaces
Government Service	15% of all required motor vehicle spaces	3% of all required motor vehicle spaces
Commercial Uses	15% of all required motor vehicle spaces	3% of all required motor vehicle spaces, provided if the minimum motor vehicle parking requirement is at least 100 spaces. One (1) EV-Ready space is required if 11 to 49 motor vehicle spaces are required. Two (2) EV-Ready spaces are required if 50 to 99 motor vehicle spaces are required.
Office, business or professional	15% of all required motor vehicle spaces	3% of all required motor vehicle spaces
Office: Coworking Space	15% of all required motor vehicle spaces	3% of all required motor vehicle spaces
Office: Call Center	15% of all required motor vehicle spaces	3% of all required motor vehicle spaces
Hotel or motel	15% of all required motor vehicle spaces	8% of all required motor vehicle spaces
Industrial Uses	15% of all required motor vehicle spaces	3% of all required motor vehicle spaces
Park, active or passive	15% of all required motor vehicle spaces	2% of all required motor vehicle spaces
Parking Structure	15% of all provided motor vehicle spaces	3% of all provided motor vehicle spaces
Parking Structure (School, public or private: Elementary, Junior, or Senior)	-	2 spaces
School, public or private: Elementary or Junior	-	3% of all required spaces that are provided in an off-street surface lot
School, public or private: Senior	-	1% of all required spaces that are provided in an off-street surface lot



[SLIDE 39]

B) *Accessible Electric Vehicle Charging Spaces*

~~Unless otherwise expressly stated in this Code,~~ **Accessible** electric vehicle charging spaces shall be sized **designed** but not marked **signed** as exclusively accessible in accordance with Table 8.3-10.

Total Provided Electric Vehicle Charging Spaces	Minimum Number of Accessible Charging Spaces	Minimum Number of Van-Accessible Charging Spaces
1-25	1	1
26-50	2	1



[SLIDE 40]

C) *Electric Vehicle (EV) Charging Space Standards*

- 1) Installation of a Level 2 or DC Fast Charging electric vehicle charging space may count as one (1) community amenity for sites that require less than 50 motor vehicle spaces.
- 2) Electric vehicle charging spaces shall be utilized to meet the minimum motor vehicle parking requirements.
- 3) All electric vehicle charging spaces shall be installed outside of the public right-of-way.
- 4) All required electric vehicle charging spaces shall be Level 2 or DC Fast Charging.
- 5) Electric vehicle charging equipment shall be placed outside of the critical root zone for any preserved tree.
- 6) Electric vehicle charging equipment shall be placed at least ~~40~~ 5 feet from a newly planted tree.
- 7) Electric vehicle charging spaces shall be posted with signage.
- 8) In surface lots, a wheel stop, bollards, or other barrier shall be placed between the electric vehicle charging space and the electric vehicle charging equipment. Alternatively, there shall be a minimum distance of two (2) feet between the curb and the electric vehicle charging equipment.
- 9) The Town does not restrict property owners from collecting a service fee for the use of an electric vehicle charging station.
- 10) The outer edge of the electric vehicle charging equipment shall not be illuminated.
- 11) For the use "Multi-family or apartment", electric vehicle charging spaces and EV-Ready spaces shall be dispersed near building(s) on the site.



Councilmember Zegerman asked where the percentages chosen came from.

Ms. Shouse said from several places. She said Holly Springs had recently adopted EV standards like this, and the American Planning Association released guidance on addressing upcoming EV challenges. She said staff used this information along with context regarding what would be appropriate for Apex to come to this decision.

Councilmember Zegerman asked how the Holly Springs policy compared to the nationwide study conducted by the American Planning Association.

Ms. Shouse said Apex had a similar framework to Holly Springs for this. She said they divide it up into Residential and all other uses. She said in the all other uses category they require 10% to be EV-ready in a development with 20-50 spaces, and developments with 50 or more require 5% of spaces to have EV chargers, and an additional 15% would be EV-ready. She said in several categories, Holly Springs has a 5% requirement for EV spaces, while this proposal puts many at 3%.

Councilmember Zegerman asked why the percentage of EV-enabled spaces was kept at 3%, rather than being raised to 5% or more.

Ms. Shouse said staff had discussed that cost of enabling EVs was a factor in that decision, and that adding a requirement to install EV-ready infrastructure allowed flexibility for more to be built in the future if people wanted to take on that cost, or wanted to meet demand for a new influx of EVs to their business or residence. She said this was to help avoid making the cost even higher in the future if they had to be retrofit instead of installed on ready spaces.

Director Khin said they increased the EV enabled requirement to 10% at multi-family or apartment sites and not commercial uses, because their research showed that people tended to charge most often overnight, which would be at their residences.

Councilmember Zegerman said he doesn't think this is aggressive enough. He said in ten years the majority of vehicles sold will be EV, and that this area is more likely to have a higher percentage of EVs than a national averaged due to a higher per-capita income. He said he would like the EV-ready requirement to be increased much higher than 15% to account for this future expectation. He said he understands the cost issues with increasing EV-enabled spaces, but he would like to see that higher than 3% for commercial uses as well.

Councilmember Gantt said he presented in Planning Committee that there would be more EVs in ten years, but that presumably they would be able to go much farther on a single charge. He

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1 said this would decrease the need for short-duration charging, and was much less important than
2 having more spaces at residential properties.

3 **Councilmember Zegerman** said he agreed with overnight stays being more of a priority to
4 have higher levels of EVs, but he didn't believe the 3% for commercial was far enough.

5 **Councilmember Mahaffey** said he agrees with Councilmember Zegerman. He said in
6 Planning Committee, he expressed a similar concern, and this was the sort of compromise they
7 came to. He said he advocated for a more across the board increase.

8 **Councilmember Gantt** asked Town Attorney Hohe if Council had authority for this kind of
9 increase from the State.

10 **Town Attorney Hohe** said she would need to do more research on that specifically, and that
11 she could not give legal advice in open session.

12 **Councilmember Gantt** said presumably more municipalities doing it was a good sign.

13 **Councilmember Gray** said as an EV driver, he liked the increase at residential and overnight
14 properties a lot. He said people likely wouldn't buy an EV if they lived in an apartment complex
15 without much charging capacity, and wouldn't choose a complex without if they already had one. He
16 said this was a step in the right direction, even if he would like to see the percentage much higher.

17 **Mayor Pro Tempore Killingsworth** said she would like to see the requirement increase for
18 multifamily, apartment, and hotel/motel uses. She said they were the most important areas. She
19 added there a lot of EVs available for purchase, but they aren't getting bought as much as desired
20 because Apex doesn't have the necessary infrastructure to support such an increase.

21 **Ms. Shouse** wanted to confirm which of the EV requirement categories she was referring to.

22 **Mayor Pro Tempore Killingsworth** said she was referring to both EV-enabled and EV-ready
23 requirement being increased for developments for residential or hotel/motel developments.

24 **Director Khin** said planning wouldn't have any additional recommendations, as this was the
25 result of their research. She said any numbering changes would need to be based on what Council
26 wished to see.

27
28 A **motion** was made by **Mayor Pro Tempore Killingsworth**, seconded by **Councilmember**
29 **Mahaffey**, to increase the required EV-ready spaces at residential developments to 20%, and
30 increase the required EV-enabled spaces to 15%, also, to increase the number of required EV-ready
31 spaces at hotels/motels to 20%, and to increase the amount of EV-enabled spaces to 10% for those
32 developments.

33
34 **Mayor Gilbert** opened up Public Hearing for this item. With no one signed up to speak, he
35 returned discussion to Council.

36
37 A **motion** was made by **Councilmember Mahaffey**, to approve the Unified Development
38 Ordinance Amendments, as additionally amended or not amended

39
40 **Councilmember Mahaffey** said he believed it would be best to have the vote for the
41 proposed amendment to the UDO requirements be separate from the vote on the overall UDO
42 amendments, in case somebody wanted to vote against the proposed increase to staff's
43 recommendation, but still vote for to adopt these changes to the UDO.

DRAFT MINUTES

Town Attorney Hohe suggested voting on the motion from Mayor Pro Tempore Killingsworth first, then moving on to the motion from Councilmember Mahaffey.

A **motion** was made by **Councilmember Zegerman**, seconded by **Mayor Pro Tempore Killingsworth**, to amend the earlier motion made by Mayor Pro Tempore Killingsworth, to increase the requirement of EV-ready spaces at apartment and hotel/motels to 30%, while keeping the proposed increases to EV-enabled spaces from that motion the same.

Councilmember Gantt said this proposal had been researched, and the market will theoretically help provide for an increase of EVs if ownership continues rising. He said currently the town is ahead of the market, though maybe that wouldn't last for long. He asked what the cost of implementing EVs was.

Ms. Shouse said the average cost for a level II EV charger, not including installation costs, was about \$8,500.

Councilmember Zegerman asked if this would serve one or multiple vehicles at one time.

Ms. Shouse replied that these chargers would serve two vehicles.

Councilmember Gantt said the more they increase this, the more concerned he gets that the state may not allow them to do it. He said incremental changes would minimize the likelihood of the state undoing authority Council has on this matter. He said they were fortunate authority wasn't taken away at a state level, and that if they increasing costs on developers, it may make its way into a state bill after people talk about it. He said the original motion to up the requirement of 10% EV-enabled space to 15% is where he is concerned, and that the state may take more notice in this case.

Councilmember Zegerman said he doesn't see much of an issue in imposing these requirements that would add thousands of dollars onto multi-million-dollar developments.

Councilmember Gantt said lots of developments have been having several hundred parking spaces, so that would add a lot more as an overall cost.

Councilmember Zegerman replied that these developments were already spending much more, so proportionally it is still a "drop in the bucket".

Councilmember Gantt said he agreed, but he wasn't sure how builders would feel. He thinks they may take this concern to a state level with an increase like this.

Councilmember Zegerman said he was willing to take that risk.

Mayor Gilbert requested that Councilmembers share any proposed changes for items they have before a meeting to staff ahead of time.

Councilmember Gray said the proposal from staff could be adjusted down the road, and that he thinks they shouldn't be making these increases to the percentage requirement without a little more research on the potential costs and effects of this. He thinks it is a good goal, but he is uncomfortable with changing these recommended numbers from staff without having some research done. He said he would be voting against the amendments to the proposed amendments.

DRAFT MINUTES

The following motion was made previously, as noted above, and is included again here along with the vote for clarity:

A **motion** was made by **Councilmember Zegerman**, seconded by **Mayor Pro Tempore Killingsworth**, to amend the earlier motion made by Mayor Pro Tempore Killingsworth, to increase the requirement of EV-ready spaces at apartment and hotel/motels to 30%, while keeping the proposed increases to EV-enabled spaces from that motion the same.

VOTE: 3-2, Councilmember Gantt and Councilmember Gray dissenting.

The following motion was made previously, as noted above, and is included again here along with the vote for clarity. This motion was also amended by the previous vote:

A **motion** was made by **Mayor Pro Tempore Killingsworth**, seconded by **Councilmember Mahaffey**, to increase the required EV-ready spaces at residential and hotel/motel developments to 30%, and also to increase the number of required EV-enabled parking spaces at residential developments to 15%, and to increase the amount of EV-enabled spaces at hotel/motel developments to 10%.

VOTE: 3-2, Councilmember Gantt and Councilmember Gray dissenting.

A **motion** was made by **Councilmember Mahaffey**, seconded by **Councilmember Zegerman**, to approve the amendments to the Unified Development Ordinance, with amendment 2 amended to require 30% of parking spaces at residential and hotel/motel developments to be EV-ready, to require 15% of parking spaces at residential developments to be EV-enabled, and to require 10% of parking spaces at hotel/motel developments to be EV-enabled.

VOTE: 4-1, Councilmember Gantt dissenting.

[UPDATES BY TOWN MANAGER]

Town Manager Katy Crosby said it was Public Works Week, and thanked the town's public works staff for all of their work. She said she thinks a lot of people don't understand how much Public Works does and how much their efforts help to keep the town beautiful. She added that Monday was Memorial Day, and invited people to the Memorial Day Celebration Downtown at 9 AM, hosted by the American Legion.

[CLOSED SESSION]

A **motion** was made by **Councilmember Gray**, seconded by **Councilmember Gantt**, to enter into Closed Session pursuant to NCGS § 143-318.11 (3) and NCGS § 143-318.11 (5).

VOTE: UNANIMOUS (5-0)

DRAFT MINUTES

Council moved into closed session at 8:32 p.m.

CS1 Laurie Hohe, Town Attorney, Legal Department

NCGS §143-318.11(a)(3):

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

CS2 Steve Adams, Utilities Acquisition Specialist, Transportation and Infrastructure Dept.

NCGS §143-318.11 (5):

"To instruct staff concerning the acquisition of real property."

Council returned to open session at 9:31 p.m.

[ADJOURNMENT]

Mayor Gilbert adjourned the meeting at 9:32 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: June 13, 2023

Item Details

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

Department(s): Planning

Requested Motion

Motion to approve a right-of-way (ROW) encroachment agreement with North Carolina Department of Transportation (NCDOT) to allow the Town to paint art on the public right-of-way at select GoApex bus stops (Attachment No.2) as part of the GoApex Bus Stop Sidewalk Art Project; and to authorize the Town Manager to execute the agreement on behalf of the Town.

Approval Recommended?

Yes

Item Details

This summer, the Town plans to work with artists to paint art on the sidewalk at select GoApex bus stops, some of which are located on NCDOT roadways.

Town staff are working to follow the process outlined in the NCDOT Public Art of the Right-of-Way Policy. Following this guidance, the Town will need to enter into a non-construction encroachment agreement with NCDOT in order to paint the art on the right-of-way. The encroachment agreement includes several conditions, such as requiring the Town to indemnify NCDOT from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment (see Attachment 1).

For information: the preliminary art design sketches are currently being reviewed through a separate but concurrent process by NCDOT's public art liaison and public art review committee.

Attachments

- CN9-A1: Right-of-Way Encroachment Agreement for Non-Utility Encroachments on Primary and Secondary Highways - GoApex Bus Stop Sidewalk Art Project
- CN9-A2: GoApex Bus Stop Sidewalk Art Project Locations - GoApex Bus Stop Sidewalk Art Project
- CN9-A3: Approved Resolution (RES-2023-008) Supporting the Installation of Public Art at Select GoApex Bus Stops



DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY ENCROACHMENT AGREEMENT
FOR NON-UTILITY ENCROACHMENTS ON
PRIMARY AND SECONDARY HIGHWAYS

-AND-

THIS AGREEMENT, made and entered into this the day of , 20 , by and between the Department of Transportation, party of the first part; and party of the second part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) , located

with the construction and/or erection of:

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

It is clearly understood by the party of the second part that the party of the first part will assume no responsibility for any damage that may be caused to such facilities, within the highway rights of way limits, in carrying out its construction and maintenance operations.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the encroaching site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

R/W (161A) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (161A) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____
DIVISION ENGINEER

ATTEST OR WITNESS:

_____	_____
_____	_____
_____	_____

Second Party

INSTRUCTIONS

When the applicant is a corporation or a municipality, this agreement must have the corporate seal and be attested by the corporation secretary or by the empowered city official, unless a waiver of corporate seal and attestation by the secretary or by the empowered City official is on file in the Raleigh office of the State Utilities Manager. In the space provided in this agreement for execution, the name of the corporation or municipality shall be typed above the name, and title of all persons signing the agreement should be typed directly below their signature.

When the applicant is not a corporation, then his signature must be witnessed by one person. The address should be included in this agreement and the names of all persons signing the agreement should be typed directly below their signature.

This agreement must be accompanied, in the form of an attachment, by plans or drawings showing the following applicable information:

- 1. All roadways and ramps.
- 2. Right of way lines and where applicable, the control of access lines.
- 3. Location of the proposed encroachment.
- 4. Length and type of encroachment.
- 5. Location by highway survey station number. If station number cannot be obtained, location should be shown by distance from some identifiable point, such as a bridge, road, intersection, etc. (To assist in preparation of the encroachment plan, the Department's roadway plans may be seen at the various Highway Division Offices, or at the Raleigh office.)
- 6. Drainage structures or bridges if affected by encroachment.
- 7. Typical section indicating the pavement design and width, and the slopes, widths and details for either a curb and gutter or a shoulder and ditch section, whichever is applicable.
- 8. Horizontal alignment indicating general curve data, where applicable.
- 9. Vertical alignment indicated by percent grade, P.I. station and vertical curve length, where applicable.
- 10. Amount of material to be removed and/or placed on NCDOT right of way, if applicable.
- 11. Cross-sections of all grading operations, indicating slope ratio and reference by station where applicable.
- 12. All pertinent drainage structures proposed. Include all hydraulic data, pipe sizes, structure details and other related information.
- 13. Erosion and sediment control.
- 14. Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment agreement provided that such information cannot be shown on plans or drawings.
- 15. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installation included in this agreement.
- 16. Method of handling traffic during construction where applicable.
- 17. Scale of plans, north arrow, etc.

Town of Apex, NC
GoApex Bus Stop Sidewalk Art Project Locations on NCDOT Roadways, 2023

Bus Stop ID	Bus Stop Name	Direction	NCDOT Roadway	Stop Latitude	Stop Longitude
1165	Laura Duncan Rd at Vineyard Station	NB	Laura Duncan Rd	35.735576	-78.843081
16017	W Williams St at Apex Peakway	NB	W Williams St	35.738837	-78.865363
16029	Kelly Rd at Evening Star Dr	SB	Kelly Rd	35.736275	-78.896151
16033	Olive Chapel Rd at Western Wake Crisis Ministry	WB	Olive Chapel Rd	35.736816	-78.890137
16059	E Williams St at Salem St	SB	E Williams St/NC 55	35.727015	-78.8539
16065	E Williams St at Perry Rd	SB	E Williams St/NC 55	35.720795	-78.843994
16075	Tingen Rd at Baberton Dr	NB	Tingen Rd	35.716528	-78.857636
16079	Tingen Rd at Sparta Ln	NB	Tingen Rd	35.720186	-78.855802

Direction Code	Stop Direction
NB	Northbound
SB	Southbound
EB	Eastbound
WB	Westbound

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF APEX, NORTH
CAROLINA, SUPPORTING THE INSTALLATION OF PUBLIC ART IN THE
PUBLIC RIGHT-OF-WAY AT SELECT GOAPEX BUS STOPS**

WHEREAS, per the Town's Public Art Policy, The Apex Town Council recognizes the value and importance of public art in the community and wishes to ensure that public art opportunities and projects are well integrated into the Town's planning process, support economic development, create visual interest, engage the community and enhance the character of Apex; and

WHEREAS, public art supports the Town's strategic goals of: Economic Vitality, which includes the objective to engage in placemaking; A Welcoming Community, which includes the objectives to foster community connections and create a sense of belonging; and High Performing Government, which includes the objective to promote a culture of innovation and creativity; and

WHEREAS, the Advance Apex Transportation Plan includes a plan theme of Sense of Place - to plan, design, and construct spaces and infrastructure that enhance the community's existing identity and promote a sense of place for new developments and enhancement projects; and

WHEREAS, a key goal of the Apex Downtown Master Plan is to work with local and regional artists to implement public art projects along Salem Street that honor its history and vision for the future, and is where one of the stops proposed for art is located;

WHEREAS, Town Staff have recruited a selection committee consisting of three members of Town Staff, two members of the Public Art Committee, and three members of the Transit Advisory Committee to provide advice on the project, review applications and select applicants; and

WHEREAS; some of these proposed bus stops are along NCDOT right of way and the North Carolina Department of Transportation (NCDOT) provides an opportunity for the installation of public art in the local rights of way following the NCDOT Public Art in the Right of Way Policy and Encroachment Permit process; and

WHEREAS, The Encroachment Permit applicant, local government agency, or municipal sponsor must provide NCDOT with an adopted local resolution which documents the process for the local community to consider and comment on the proposed art project; and

WHEREAS, the Town Staff hosted an online survey requesting feedback on the proposed project to install public art on the pedestrian pavement near select GoApex bus Stops between July 14th and September 20th, 2022, advertised on the Apex Transit

News and Updates webpage along with an email to approximately 3,200 subscribers, and a Town Facebook post seen by 1,912 users, and with 72 survey participants and public feedback received from the survey will be used to inform the project implementation, will be provided to the artist applicants to help guide their proposed designs, and will be used by the selection committee in selecting artist designs; and


WHEREAS, Town Staff propose to issue a Call for Artists to design and paint art on the pavement at twelve select GoApex Bus Stops with preliminary designs and project details to be provided to NCDOT for review before final selections and installations take place to ensure they meet the NCDOT Public Art in the Right of Way Policy guidelines and Encroachment Permit Requirements; and

WHEREAS, in order to support local artists, the application scoring process includes a weighting preference for North Carolina artists and the project will provide in-kind provision of art materials and paint for the installation, and a stipend to the selected artists upon completion of installation; and

WHEREAS, Town Staff will develop and follow a maintenance plan for the installations to ensure the project meets the intended goals;

NOW, THEREFORE, BE IT RESOLVED, that the Town Council of the Town of Apex is committed to the installation of the proposed GoApex Bus Stop Sidewalk Art project, in keeping with the North Carolina DOT Public Art in the Right of Way Policy.

ADOPTED THIS 24th day of January, 2023.



Mayor



Town Clerk



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 13, 2023

Item Details

Presenter(s): Russell Dalton, Traffic Engineering Manager

Department(s): Transportation & Infrastructure Development

Requested Motion

Motion to approve an Interlocal Agreement between the Town of Apex and Wake County Board of Education (BOE) in the amount of \$2,250,000 for reimbursement of a portion of the various road and related transportation infrastructure improvements identified to support and benefit the Felton Grove High School project, including a commitment to accept maintenance and liability responsibility for speed humps on Thriftwood Drive and Derry Down Lane, and authorize for the Town Manager to execute the agreement on behalf of the Town.

Approval Recommended?

Yes

Item Details

Wake County Board of Education (BOE) is seeking monetary contribution toward offsite road improvements and modifications to Stephenson Road as well as acceptance of maintenance and liability responsibility for speed humps proposed on Thriftwood Drive and Derry Down Lane. The proposed agreement specifies the Town shall reimburse the Board of Education (BOE) the amount of \$2,250,000.00 to offset a portion of the cost associated with the design and construction of a northbound left turn lane and southbound left and right turn lanes at the intersection of Stephenson Road and Thriftwood Drive, and the design and construction of a northbound left turn with opposing adjustments for southbound lane alignments at the intersection of Stephenson Road and Derry Down Lane. These improvements were identified in the Traffic Impact Analysis to mitigate traffic impacts along Stephenson Road associated with Felton Grove High School.

The Board of Education (BOE) is improving Derry Down Lane as minimally necessary to provide adequate public access as a state-maintained roadway to Stephenson Road, constructing three (3) Speed Humps, and the addition of an eastbound right turn lane from Derry Down Lane onto Stephenson Road. They are also improving Thriftwood Drive as minimally necessary to provide adequate public access as a state-maintained

roadway to Stephenson Road, the construction of one (1) Speed Hump, and addition of an eastbound right turn lane from Thriftwood Drive onto Stephenson Road.

Payment is due to the Board of Education within forty-five (45) days of receipt of the reimbursement request, following completion of the construction and installation of the offsite road improvements (as evidenced by final acceptance of such Infrastructure by the applicable governmental authorities after expiration of the one-year developer warranty). This expense has been included in the Town's Capital Improvement Plan with annual allocations spread over a 3-year period.

Attachments

- CN10-A1: Interlocal Agreement for Infrastructure Provisions to Support Public School Facilities - Felton Grove High School Project - Thriftwood Drive and Derry Down Lane
- CN10-A2: Exhibit A: Vicinity Map of Board of Education Property - Felton Grove High School Project - Thriftwood Drive and Derry Down Lane



NORTH CAROLINA

WAKE COUNTY

**INTERLOCAL AGREEMENT
FOR INFRASTRUCTURE PROVISION
TO SUPPORT PUBLIC SCHOOL FACILITIES
IN APEX, NC**

This Interlocal Agreement For Infrastructure Provision to Support Public School Facilities In Apex, NC (“Agreement”) is made and entered into by and between the TOWN OF APEX, a Municipal Corporation of the State of North Carolina (hereinafter referred to as “Town”) and The WAKE COUNTY BOARD OF EDUCATION, a body corporate, (hereinafter referred to as “Board”) (Town and Board are hereinafter collectively referred to as “the Parties”).

WITNESSETH:

WHEREAS, the Parties recognize that joint cooperation and action between the Board and Town shall ensure that the best facilities and services are provided to the citizens of Wake County with the least expenditure of public funds; and

WHEREAS, Board and Town are mutually interested in quality education programs and supportive public infrastructure for Wake County students and citizens; and

WHEREAS, the Board owns 68.066 acres of land located at 5100 Thriftwood Drive (formerly known as 8550 Stephenson Road), in the Town of Apex, Wake County, North Carolina and identified as having Wake County PIN 0750-54-5646, and depicted on Exhibit A attached hereto which is incorporated herein by reference (“Board Property”); and

WHEREAS, Stephenson Road is the common boundary between Town of Apex and Town of Cary jurisdictions; and

WHEREAS, Board is developing a high school project on the Board Property, together with supporting off-site public infrastructure, which project is known as “Felton Grove High School (H-12)” or “the FGHS project”; and

WHEREAS, although the Board property currently has a Stephenson Road address, legal access to Board property is via the two sixty foot (60”) wide public roads labeled Thriftwood Drive and Derry Down Lane, as shown on the Briarwood Farms - COSD plat executed, submitted, approved and recorded in December, 1986 (Book of Maps 1986, Page 2149, Wake County Registry) by the prior owner/developer (Briarwood Farms, Inc.) and as approved by Wake County by execution of the map and reflected on Wake County GIS maps; and

WHEREAS, Wake County further accepted the dedication of the roadway as public by instrument recorded on October 23, 1997 (Book 7714, Page 404, Wake County Registry); and

WHEREAS, Board consultants have performed a traffic impact analysis (“TIA”) that included likely affected intersections to provide input as to which road improvements might be appropriate for inclusion in the FGHS project, which has been shared with and reviewed by the North Carolina Department of Transportation (“NCDOT”) and Town; and

WHEREAS, pursuant to a zoning condition, improvements to the existing Thriftwood Drive and Derry Down Lane public roads shall be provided to satisfy such NCDOT requirements which are

minimally necessary to provide adequate public access as state-maintained roadways to Stephenson Road; and

WHEREAS, in addition to the foregoing, per the TIA various road and related transportation infrastructure improvements are identified to support and benefit the FGHS project, the adjacent neighborhood and the community including improvements and modifications to the existing Derry Down Lane, Thriftwood Drive and Stephenson Road public roads; and

WHEREAS, upon review of the TIA, NCDOT has required the FGHS project to include installation of two traffic signals on Stephenson Road, one at its intersection with Smith Road and one at its intersection with Thriftwood Drive, which NCDOT will fund per its issued funding letter pursuant to N.G.G.S. §136-18(29a); and

WHEREAS, NCDOT has not otherwise required the FGHS project to include transportation improvements and modifications to Thriftwood Drive, Derry Down Lane and Stephenson Road as recommended in the TIA as so doing would require NCDOT funding of such improvements in their entirety pursuant to N.G.G.S. §136-18(29a); and

WHEREAS, pursuant to N.G.G.S. §160A-307.1, the Town lacks the authority to require the FGHS project to include transportation improvements and modifications to Thriftwood Drive, Derry Down Lane and Stephenson Road as they are not part of the municipal street system; and

WHEREAS, Board, Town, NCDOT and Town of Cary have collaborated to evaluate the common transportation infrastructure modifications and improvements as identified in the TIA and recognized by consensus and identified those that are mutually beneficial to support safe vehicular and pedestrian traffic for the school and surrounding community, and to explore cost sharing opportunities; and

WHEREAS, in furtherance of collaborative efforts to efficiently advance the public school and transportation infrastructure development, Board has requested and Town has agreed to provide monetary contributions to help offset the costs of provision of the offsite road improvements and modifications; and

WHEREAS, as Board and Town mutually agree that installation of traffic calming devices (“Speed Humps”) on Derry Down Lane and Thriftwood Drive public roads will promote vehicular and pedestrian safety, and that their installation with approval of NCDOT will require acceptance of ongoing maintenance and repair responsibilities therefor from and after completion turnover at the end of the one-year warranty period; and

WHEREAS, pursuant to N.C.G.S. 136-66.1(3), the Town is authorized to undertake repair and maintenance of signs and markings, electric traffic signals and other traffic-control devices on NCDOT Roads located within its municipal limits subject to the terms of the statute; and

WHEREAS, Board and Town desire to enter into this Agreement to bind themselves to certain terms, conditions and obligations regarding design, construction and fiscal responsibilities for the offsite road improvements and modifications as included in the Board’s approved site plan, together with Town’s acceptance of and commitment to ongoing maintenance and repair responsibilities for the traffic calming devices and related signage as set out herein; and

WHEREAS, Board and Town are authorized to enter into this Agreement pursuant to the provisions of N.C.G.S. 115C, Article 13; N.C.G.S. 115C-518; N.C.G.S. 160A- 460 et. seq., N.C.G.S. 160A-274 and N.C.G.S. §160A-320.

NOW, THEREFORE, for and in consideration of the mutual exchange of the covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, Board and Town agree as follows:

1. Term

This term of this Agreement shall be for a five (5) year period beginning upon execution of this Agreement. The construction phase of the FGHS project is currently slated to begin in the early 2023 and reach final completion in August of 2025. At the end of the initial term of this Agreement, if the FGHS project has been delayed, the Board and Town may extend the term by further agreement of the Parties, and any such delay shall not relieve the Town and Board of the financial obligations set forth herein.

2. Effective Date

This Agreement shall be effective upon the last date of execution by the Parties.

3. Board Obligations For Offsite Road Improvements Provision

a. Design and Construction of Offsite Public Road Improvements

The Board will design and obtain appropriate approvals and permits for the construction of offsite public road improvements, including appurtenances, rights-of-way and easements associated therewith. Such improvements are currently planned to include the following:

- i. Derry Down Lane:** Design and construction of Derry Down Lane as minimally necessary to provide adequate public access as a state-maintained roadway to Stephenson Road, the construction of three (3) Speed Humps, and addition of an eastbound right turn lane from Derry Down Lane onto Stephenson Road.
- ii. Thriftwood Drive:** Design and construction of Thriftwood Drive as minimally necessary to provide adequate public access as a state-maintained roadway to Stephenson Road, the construction of one (1) Speed Hump, and addition of an eastbound right turn lane from Thriftwood Drive onto Stephenson Road.
- iii. Stephenson Road:** Design and construction to add a northbound left turn lane and southbound left and right turn lanes at its intersection with Thriftwood Drive, and to add a northbound left turn with opposing adjustments for southbound lane alignments at its intersection with Derry Down Lane.

b. Fees

Board shall pay or cause to be paid all applicable review and development fees relating to the offsite road improvements projects, and shall advance all design and construction costs therefor, subject to such reimbursements to Board from NCDOT and Town as may be agreed upon.

c. Infrastructure Dedication and Acceptance

Upon completion of construction of the offsite public road improvements to Derry Down Lane and Thriftwood Drive, Board shall dedicate the improved public streets and their rights-of-way to NCDOT for acceptance for maintenance and shall address any deficiencies that may arise as necessary to support NCDOT's acceptance of the dedication as necessary for the NCDOT's maintenance of the roads.

- d. Annexation of the Rights-of-Way of Thriftwood Drive and Derry Down Lane.** Board will submit for voluntary annexation into the Town's corporate limits the rights-of-way of Thriftwood Drive and Derry Down Lane. Such annexation is required pursuant to N.C.G.S. 136-66.1(3) and is a prerequisite condition to Town's execution of an Encroachment Agreement with NCDOT and acceptance of maintenance and liability responsibility for the Speed Humps as described hereinbelow.

- e. Acceptance of maintenance of Speed Humps during warranty period.** Board shall notify the Town prior to construction of the Speed Humps to arrange for construction inspections in order to

ensure Town standards are met and the installations are accepted by the Town prior to the start of the warranty period. Upon completion of construction of the Speed Humps within Derry Down Lane and Thriftwood Drive and until the conclusion of the one-year warranty period and acceptance by the Town, Board shall be responsible for the maintenance associated with the Speed Humps and related signage.

f. Compliance with Public Bidding Requirements

Board shall comply with public procurement laws per North Carolina General Statutes as necessary and appropriate for the offsite road improvements.

4. Town Obligations Related to Offsite Road Improvements Provision

a. Commitment to Acceptance of Maintenance and Liability Responsibility For Speed Humps

Town shall timely represent to the North Carolina Department of Transportation (“NCDOT”) its commitment to acceptance of maintenance and liability responsibilities for the Speed Humps to be installed on Thriftwood Drive and Derry Down Lane in accordance with the Town’s standard detail as included on the plans and specifications shared with Town by Board and provided to NCDOT for approval. In support thereof, Town and Board will collaborate with NCDOT in the development and execution of an appropriate Encroachment Agreement to allow construction and maintenance of the Speed Humps and related signage within the Thriftwood Drive and Derry Down Lane. In reliance thereon, NCDOT will allow the Speed Humps and related signage to be constructed within the NCDOT rights-of-way and to be maintained by the Town. Town and Board shall execute such documentation as may be needed to achieve the purposes of this Agreement. Board’s annexation of the rights-of-way of Thriftwood Drive and Derry Down Lane is required pursuant to N.C.G.S. 136-66.1(3) and is a prerequisite condition to Town’s execution of an Encroachment Agreement with NCDOT related to the Speed Humps as described hereinabove.

b. Acceptance of Maintenance, Repair and Liability for Speed Humps. Upon completion of construction of the Speed Humps within Derry Down Lane and Thriftwood Drive, acceptance of the Speed Humps and related signage by the Town and conclusion of the one-year warranty period, Town shall thereafter be responsible for the maintenance, repair and liability associated with the Speed Humps and related signage. Town and Board shall execute such documentation as may be needed to achieve the purposes of this Agreement. Board’s annexation of the rights-of-way of Thriftwood Drive and Derry Down Lane is required pursuant to N.C.G.S. 136-66.1(3) and is a prerequisite condition to Town’s acceptance of maintenance and liability responsibility for the Speed Humps as described hereinabove.

c. Offsite Road Improvement Cost Contribution

Town has agreed to provide a monetary contribution to the Board to help offset the costs of the offsite road improvements and modifications to Stephenson Road. Specifically, the Town shall reimburse the Board the amount of \$2,250,000.00 to offset a portion of the cost associated with the design and construction of a northbound left turn lane and southbound left and right turn lanes at the intersection of Stephenson Road and Thriftwood Drive, and the design and construction of a northbound left turn with opposing adjustments for southbound lane alignments at the intersection of Stephenson Road and Derry Down Lane. Board shall pay the costs of the design and construction of the offsite road improvement costs described hereinabove directly to its contractors in accordance with its customary commercial practices. Upon the completion of the construction and installation of the offsite road improvements (as evidenced by final acceptance of such Infrastructure by the applicable governmental authorities after expiration of the one-year developer warranty) Board shall provide a reimbursement request to Town. Town shall make payment within forty-five (45) days after its receipt of such reimbursement request. Town and Board shall each provide to the other such certifications and supporting documentation as is reasonably required to facilitate payment of the reimbursement.

5. Execution of Necessary Documentation

In support of the provision of the offsite road improvements described herein, Town and Board shall execute such documentation as may be needed to achieve the purposes of this Agreement.

6. Coordination of Efforts

Town and Board shall continue their collaborative efforts to coordinate the timing and impacts of the offsite road improvements in support of efficient cost-effective development and timely NCDOT acceptance for maintenance.

7. Notices

All notices, requests and other communications hereunder shall be deemed to have been fully given, by either Party to the other, when made in writing and either a) deposited in the United States mail (sent certified, return receipt requested); b) personally delivered; c) transmitted by overnight courier for next business day delivery, d) by facsimile or e) by electronic mail but, in the case of electronic mail, only if receipt is confirmed by responsive electronic mail from the recipient, to the addresses of Board and Town set forth below or to such other addresses as the Parties may, from time to time, designate by written notice.

To Town: Town of Apex
 Attn: Catherine H. Crosby, Town Manager
 Apex Town Hall
 73 Hunter Street
 P. O. Box 250
 Apex, NC 27502
 Email. Catherine.Crosby@ApexNC.org

w/copy to: Laurie L. Hohe, Esq., Town Attorney
 Apex Town Hall
 73 Hunter Street
 P. O. Box 250
 Apex, NC 27502
 Email. Laurie.Hohe@ApexNC.org

To Board: Wake County Board of Education
 c/o Wake County Public School System
 Attn: Superintendent
 5625 Dillard Drive
 Cary, North Carolina 27518

w/copy to: Wake County Public School System
 Real Estate Services Senior Director
 111 Corning Road, Suite 100
 Cary, North Carolina 27518
 Email: bparker@wcpss.net

& w/copy to: Kenneth C. Haywood, Esq.
 Howard, Stallings, From, Atkins, Angell & Davis, P.A.
 5410 Trinity Road, Suite 210, Raleigh, NC 27607

Post Office Box 12347, Raleigh, NC 27605
Email: KHaywood@hsfh.com

8. Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter and supersedes any prior negotiations, representations, agreements, and understandings. To the extent that there is any conflict between the terms of this Agreement and any prior understanding or agreement between the Parties, the terms of this Agreement, including its attachments, shall control.

9. Amendments

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

10. Additional Documents

The Parties agree to take all necessary action to enter into, execute and deliver any and all written documents necessary to carry out the intent and terms of this Agreement

11. Assignment

Neither this Agreement nor the performance of any obligation herein can be assigned without the express written consent of the Parties hereto, which consent will not be unreasonably withheld or delayed. It is mutually understood and specifically agreed that this Agreement is binding on Board's successors and assigns, provided Town consents to such assignment if necessary and appropriate hereunder. Notwithstanding the foregoing, Board shall have the right to assign this agreement to Wake County as may be necessary to support the intended school development upon reasonable notice but without necessity of the written agreement by Town.

12. Governing Law

This Agreement shall be interpreted and construed in accordance with the laws of the State of North Carolina.

13. Agreement in Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

14. Severability.

If any provision herein is deemed void or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement and the remaining provisions shall be valid, enforceable and binding between the Parties.

IN TESTIMONY WHEREOF, this Agreement has been executed by the Parties hereto, in duplicate originals, all as of the date of the last notary signature below.

TOWN OF APEX

By: _____
Catherine H. Crosby, Town Manager

ATTEST:

Allen Coleman, Town Clerk

Date: _____

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, _____, a Notary Public in and for the aforesaid County and State do hereby certify that Allen Coleman, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Town Clerk and that Catherine H. Crosby, Town Manager of the Town of Apex, the municipal corporation described in and which executed the foregoing; and that said instrument is the act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____ day of _____, 2023.

My commission expires: _____

Notary Public
Print Name: _____

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

Antwan Morrison, Finance Director

WAKE COUNTY BOARD OF EDUCATION

By: _____
Lindsay Mahaffey, Chair

Attest:

Catty Q. Moore, Secretary

Date: _____

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, _____, a Notary Public of Wake County, North Carolina, certify that Cathy Q. Moore, personally appeared before me this day and acknowledged that she is Secretary of The Wake County Board of Education and that by authority duly given and as the act of said Board, the foregoing instrument was signed in its name by its Chair and attested by herself as its Secretary.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the ____ day of _____, 2023.

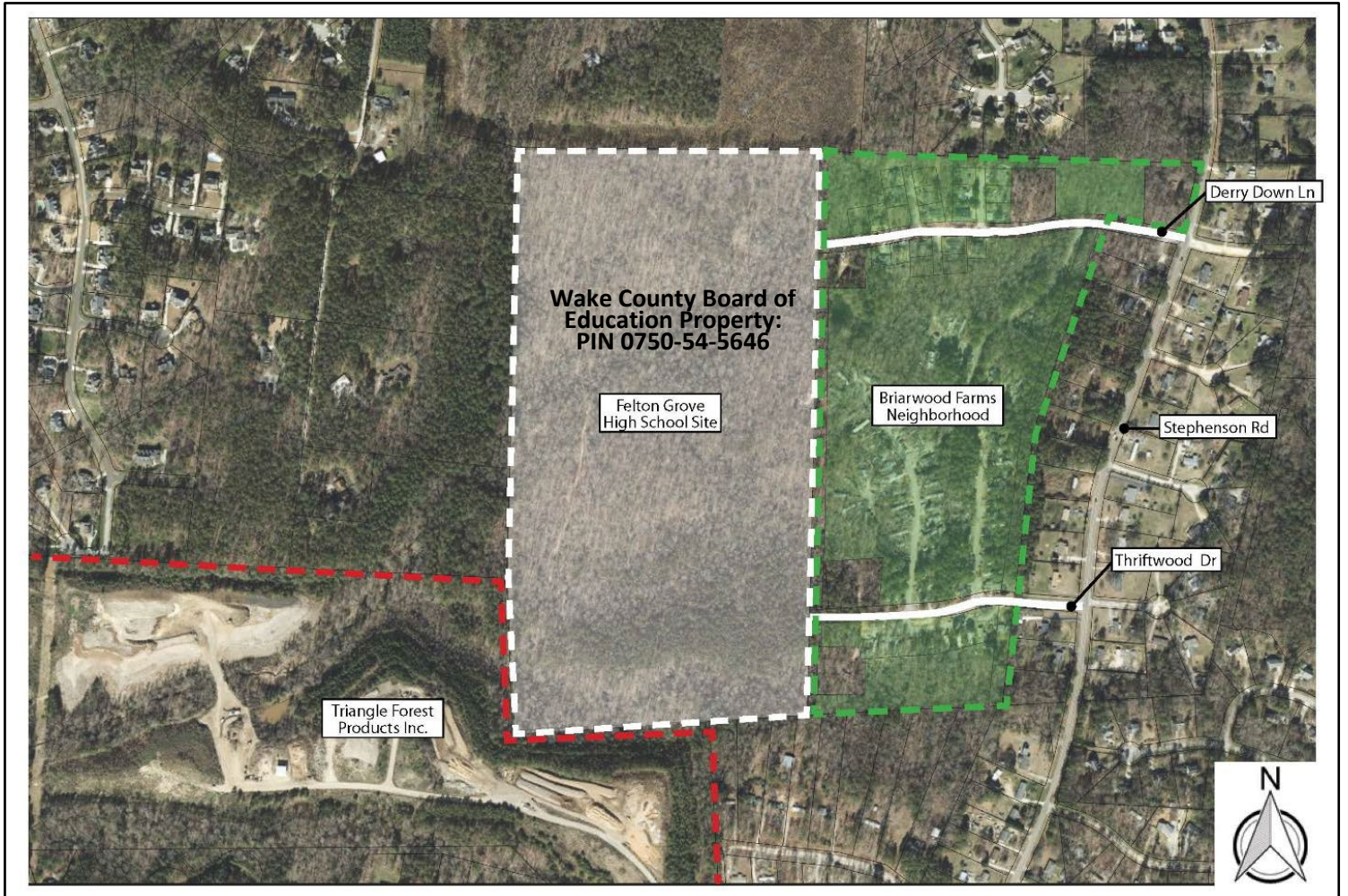
Notary Public

My Commission Expires:

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act (G.S. 155C-441(a)).

Trisha C. Posey, Finance Officer

Exhibit A:
Illustrative Vicinity Map of Board Property



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 14, 2022

Item Details

Presenter(s): Antwan Morrison, Finance Director

Department(s): Finance

Requested Motion

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

Approval Recommended?

Yes

Item Details

This is a routine authorization that Chatham County will require on an annual basis.

Attachments

- CN11-A1: Resolution to Collect Taxes - Chatham County





RESOLUTION NO. 2023-_____

RESOLUTION TO COLLECT TAXES

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

Witness my hand and official seal, this the 13th day of June 2023.

Jacques K. Gilbert
Mayor

Attest:

(SEAL)

Allen L. Coleman, CMC, NCCCC
Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 14, 2022

Item Details

Presenter(s): Antwan Morrison, Finance Director

Department(s): Finance

Requested Motion

Motion to adopt a Resolution authorizing the Wake County Revenue Director to collect taxes on behalf of the Town of Apex.

Approval Recommended?

Yes

Item Details

This is a routine authorization that Wake County requires on an annual basis.

Attachments

- CN12-A1: Resolution to Collect Taxes - Wake County





RESOLUTION NO. 2023-_____

RESOLUTION TO COLLECT TAXES

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

Witness my hand and official seal, this the 13th day of June 2023.

Jacques K. Gilbert
Mayor

Attest:

(SEAL)

Allen L. Coleman, CMC, NCCCC
Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 13, 2023

Item Details

Presenter(s): June Cowles, Senior Planner

Department(s): Planning

Requested Motion

Motion to approve the Statement of the Town Council and Ordinance for Rezoning Application No. 23CZ05, Town of Apex, petitioner, for Pleasant Park, property located at 3400 Pleasant Plains Road (PIN 0731407544).

Approval Recommended?

The Planning Department recommends approval.

Item Details

Rezoning Application No. 23CZ05 was approved at the May 23, 2023 Town Council meeting.

Attachments

- CN13-A1: Statement of the Town Council and Ordinance to Amend the Official Zoning District Map- Rezoning Case No. 23CZ05 - Pleasant Park
- CN13-A2: Legal Description - Rezoning Case No. 23CZ05 - Pleasant Park



STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 92.9 ACRES LOCATED AT 3400 PLEASANT PLAINS ROAD FROM RURAL RESIDENTIAL (RR) TO CONSERVATION BUFFER-CONDITIONAL ZONING (CB-CZ).

#23CZ05

WHEREAS, Town of Apex, owner/applicant (the “Applicant”), submitted a completed application for a conditional zoning on the 1st day of March 2023 (the “Application”). The proposed conditional zoning is designated #23CZ05;

WHEREAS, the Planning Director for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting) of a public hearing on #23CZ05 before the Planning Board on the 8th day of May 2023;

WHEREAS, the Apex Planning Board held a public hearing on the 8th day of May 2023, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #23CZ05. A motion was made by the Apex Planning Board to recommend approval; the motion passed unanimously by a vote of 6 to 0 for the application for #23CZ05;

WHEREAS, pursuant to N.C.G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, the Planning Director caused proper notice to be given (by publication and posting), of a public hearing on #23CZ05 before the Apex Town Council on the 28th day of April 2023;

WHEREAS, the Apex Town Council held a public hearing on the 23rd day of May 2023. June Cowles, Senior Planner, presented the Planning Board’s recommendation at the public hearing;

WHEREAS, all persons who desired to present information relevant to the application for #23CZ05 were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is consistent with the 2045 Land Use Plan and other adopted plans in that: The 2045 Land Use Map designates this area as Park-Public or Private. This designation on the 2045 Land Use Map includes the zoning district Conservation Buffer-Conditional Zoning (CB-CZ) and the Apex Town Council has further considered that the proposed rezoning to Conservation Buffer-Conditional Zoning (CB-CZ) is consistent with the 2045 Land Use Map;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is reasonable and in the public interest in that: The rezoning will update the zoning for the parcel to be consistent with other Town parks, and will improve the health and wellness of residents by providing additional recreation programs and open space for residents.; and

WHEREAS, the Apex Town Council by a vote of 5 to 0 approved Application #23CZ05 rezoning the subject tract located at 3400 Pleasant Plains Road from Rural Residential (RR) to Conservation Buffer- Conditional Zoning (CB-CZ).

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

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

Section 2: The Town of Apex Unified Development Ordinance, including the Town of Apex North Carolina Official Zoning District Map which is a part of said Ordinance, is hereby amended by changing the

Ordinance Amending the Official Zoning District Map #23CZ05

zoning classification of the “Rezoned Lands” from Rural Residential (RR) to Conservation Buffer-Conditional Zoning (CB-CZ) District, subject to the conditions stated herein.

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

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

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

- | | |
|-------------------|---------------------|
| 1. Park, active | 4. Botanical garden |
| 2. Park, passive | 5. Greenway |
| 3. Utility, minor | |

Zoning Conditions:

1. The maximum number of colors on wayfinding signage shall be 6 (not including black/white) that utilize the Town of Apex Branding Standard Colors and reflect the Parks, Recreation and Cultural Resources Standard Specifications and Details.
2. The maximum height of Wayfinding signage shall be 120” (10 feet).
3. The maximum height of the entry monument signage for the park shall be 93” (7 feet 9 inches).
4. The entry monument maximum sign area square footage of sign face shall be 124 square feet.
5. Deciduous shade trees shall be planted on the southern side of buildings.
6. The project shall include installation of tree, shrub, and perennial species with special attention to providing diverse and abundant pollinator and bird food sources, including plants that bloom in succession from spring to fall.
7. No invasive species shall be permitted.
8. No single species of tree or shrub shall constitute more than 20 percent of the plant material of its type within the project site.
9. The project shall include drought tolerant plants, with 75 percent of the selection being native, and shall select warm season grasses.
10. Electrical Vehicle charging spaces shall not reduce the width of adjacent sidewalks to less than 5 feet and shall be located so that cords do not create trip hazards.
11. The parking lot and exterior lighting shall be LED.

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

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

Ordinance Amending the Official Zoning District Map #23CZ05

Motion by Council Member _____

Seconded by Council Member _____

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

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

This the ____ day of _____ 2023.

TOWN OF APEX

Jacques K. Gilbert
Mayor

ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

Town Attorney

Attachment A - Legal Description

Lying and being in White Oak Township, Wake County, North Carolina and described as follows more fully to wit:

BEGINNING at an existing iron pipe a corner with Rosewood 1322, LLC, having a north coordinate of 711,181.97' and an east coordinate of 2,035,086.48' based on NAD 83 (NSRS 2007); thence with a southern line of Rosewood 1322, LLC, South 88°59'30" East 1359.87 feet to an existing iron pipe on western right-of-way of N.C. 540 Highway; thence with aforesaid right-of-way South 30°25'43" East 614.73 feet to an existing iron pipe on aforesaid right-of-way; thence the following eighteen (18) courses and distances down the run of Big Branch, South 67°41'28" West 73.13 feet to a point, South 36°19'26" East 69.89 feet to an existing iron pipe, South 40°40'22" East 49.11 feet to a point, South 07°31'04" West 54.48 feet to a point, South 43°01'15" East 53.75 feet to a point, South 03°12'26" West 187.98 feet to a point, South 60°03'14" East 38.16 feet to a point, South 43°50'05" West 68.97 feet to a point, South 35°15'28" West 126.60 feet to a point, South 03°26'33" West 30.35 feet to a point, South 42°12'13" East 20.30 feet to a point, South 16°43'06" West 88.18 feet to a point, South 04°33'44" East 39.26 feet to a point, South 07°43'24" East 54.52 feet to an existing iron pipe, South 05°07'24" East 142.23 feet to a point, North 71°32'17" East 31.33 feet to a point, South 50°49'13" East 49.36 feet to a point, North 79°35'14" West 20.80 feet to an existing iron pipe, the northeastern corner of Lot 4D of "Pleasant Plains Estates"; thence North 87°31'40" West 704.52 feet to an existing iron pipe, the northeastern corner of Lot 5 of "Pleasant Plains Estates"; thence North 87°28'47" West 154.56 feet to an existing iron pipe; thence North 87°32'33" West 473.49 feet to an existing iron pipe, the northwestern corner of Lot 5 "Pleasant Plains Estates"; thence the following three (3) courses and distances with Lot 6R "Pleasant Plains Estates", North 87°32'53" West 252.99 feet to existing pinched top iron pipe, North 87°32'01" West 559.85 feet to an existing iron pipe, and South 35°22'14" West 69.76 feet to an existing iron pipe on the eastern right-of-way of N.C.S.R. No. 1170 (Pleasant Plains Road); thence the following five (5) courses and distances with aforesaid road right-of way, a curve in a counterclockwise direction having a radius of 411.97 feet, a length of 153.37 feet and a chord of North 71°50'14" West 152.49 feet to an existing iron pipe, North 82°43'42" West 210.49 feet to an existing iron pipe, a curve in a clockwise direction having a radius of 351.97 feet, a length of 496.90 feet and a chord of North 42°12'46" West 456.65 feet to an existing iron pipe, North 01°46'06" West 449.41 feet to an existing iron pipe, and a curve in a counterclockwise direction having a radius of 303.92 feet, a length of 104.76 feet and a chord of North 11°41'22" West 104.25 feet to a NCDOT disc on aforesaid road right-of-way; thence leaving the right-of-way of N.C.S.R. No. 1170 (Pleasant Plains Road) and with the southern right-of-way of Kings View Trail the following three (3) courses and distances, North 41°46'15" East 180.54 feet to a NCDOT disc, a curve as it curves in a counterclockwise direction, having a radius of 5030.00 feet, a length of 452.45 feet, and a chord of North 42°14'52" East 452.30 feet to a NCDOT disc, and North 39°40'59" East 474.70 feet to an existing iron pipe, a corner with Rosewood 1322, LLC; thence the following three (3) courses and distances with Rosewood 1322, LLC, South 50°14'12" East 165.79 feet to an existing iron pipe, North 39°38'40" East 35.07 feet to an existing iron pipe, and South 54°02'46" East 416.17 feet to the point and place of

BEGINNING containing 92.1919 acres more or less. The above described tract of land is all of Wake County PIN's 0731.03-40-7544.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 13, 2023

Item Details

Presenter(s): Joshua Killian, Planner I

Department(s): Planning

Requested Motion

Motion to approve the Statement of the Town Council and Ordinance for Rezoning Application No. 23CZ06, Town of Apex, petitioner, for Hunter Street Park Addition, located at 1250 Ambergate Station (portion of PIN 0742531455).

Approval Recommended?

The Planning Department recommends approval.

Item Details

Rezoning Application No. 23CZ06 was approved at the May 23, 2023 Town Council meeting.

Attachments

- CN14-A1: Statement of the Town Council and Ordinance to Amend the Official Zoning District Map - Rezoning Case No. 23CZ06 - Hunter Street Park Addition
- CN14-A2: Attachment A - Legal Description - Rezoning Case No. 23CZ06 - Hunter Street Park Addition



**STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 1.7 ACRES LOCATED AT 1250 AMBERGATE STATION FROM PLANNED UNIT DEVELOPMENT-CONDITIONAL ZONING (PUD-CZ #07CZ05) TO CONSERVATION BUFFER-CONDITIONAL ZONING (CB-CZ)
#23CZ06**

WHEREAS, Angela Reincke, Parks Planning and Project Manager/Town of Apex, owner/applicant (the "Applicant"), submitted a completed application for a conditional zoning on the 1st day of March 2023 (the "Application"). The proposed conditional zoning is designated #23CZ06;

WHEREAS, the Planning Director for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting) of a public hearing on #23CZ06 before the Planning Board on the 8th day of May 2023;

WHEREAS, the Apex Planning Board held a public hearing on the 8th day of May 2023, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #23CZ06. A motion was made by the Apex Planning Board to recommend approval; the motion passed unanimously for the application for #23CZ06;

WHEREAS, pursuant to N.C.G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, the Planning Director caused proper notice to be given (by publication and posting), of a public hearing on #23CZ06 before the Apex Town Council on the 23rd day of May 2023;

WHEREAS, the Apex Town Council held a public hearing on the 23rd day of May 2023. Joshua Killian, Planner I, presented the Planning Board's recommendation at the public hearing;

WHEREAS, all persons who desired to present information relevant to the application for #23CZ06 were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is consistent with the 2045 Land Use Plan and other adopted plans in that: The 2045 Land Use Map designates this area as Park – Public or Private. This designation on the 2045 Land Use Map includes the zoning district Conservation Buffer-Conditional Zoning (CB-CZ) and the Apex Town Council has further considered that the proposed rezoning to Conservation Buffer-Conditional Zoning (CB-CZ) will maintain the character of the area and provide the flexibility to accommodate more offerings by the Town of Apex Parks, Recreation, and Cultural Resources consistent with that contemplated by the 2045 Land Use Map;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is reasonable and in the public interest in that: The rezoning will permit the expansion of a park serving the recreational needs of the citizens of Apex. The rezoning will encourage compatible development of the property; and

WHEREAS, the Apex Town Council by a vote of 5 to 0 approved Application #23CZ06 rezoning the subject tract located at 1250 Ambergate Station from Planned Unit Development-Conditional Zoning (PUD-CZ #07CZ05) to Conservation Buffer-Conditional Zoning (CB-CZ).

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

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

Ordinance Amending the Official Zoning District Map #23CZ06

Section 2: The Town of Apex Unified Development Ordinance, including the Town of Apex North Carolina Official Zoning District Map which is a part of said Ordinance, is hereby amended by changing the zoning classification of the “Rezoned Lands” from Planned Unit Development-Conditional Zoning (PUD-CZ) to Conservation Buffer-Conditional Zoning (CB-CZ) District, subject to the conditions stated herein.

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

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

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

- | | |
|------------------|---------------------|
| 1. Park, active | 4. Botanical garden |
| 2. Park, passive | 5. Utility, minor |
| 3. Greenway | |

Zoning Conditions:

1. All invasive species included in the Town of Apex Design and Development Manual shall be removed from the site.
2. The buffer along the northern property line shall be at least 10 feet wide. Where there is existing vegetation, it shall remain undisturbed except where invasive species will be removed. All areas with no existing vegetation and areas where invasive species are removed shall be planted to a 10-foot Type A buffer standard.
3. The buffer along the western property line shall be a minimum of 50 feet wide. Where there is existing is existing vegetation, it shall remain undisturbed except where invasive species will be removed. Any areas where invasive species are removed shall be planted to a Type B buffer standard.
4. A minimum 10-foot Type C buffer shall be planted along Ambergate Station.
5. Undeveloped portions of the property shall be planted with at least 75% native species, including drought tolerant ornamental grasses and shrub species.
6. A minimum of 2 bike racks shall be provided on site with the final location to be determined at the time of site plan submittal.

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

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

Motion by Council Member _____

Ordinance Amending the Official Zoning District Map #23CZ06

Seconded by Council Member _____

With 5 Council Member(s) voting "aye."

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

This the 23rd day of May 2023.

TOWN OF APEX

Jacques K. Gilbert
Mayor

ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

Town Attorney

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTIONApplication #: 23CZ06

Submittal Date: _____

Insert legal description below.

Lying and being in Town of Apex, White Oak Township, Wake County, North Carolina and described more fully as follows to wit:

BEGINNING at an existing Parker-Kalon nail located North 64 46' 31" West, 353.27 feet from a 6" nail set having NAD 83 (2011) coordinate values of North 723,832.12 feet, East 2,045,303.29 feet; thence South 87 42' 57" East, 500.08 feet to an existing iron stake (rebar); thence South 02 14' 22" West, 149.98 feet to a magnetic nail set; thence North 87 43' 36" West, 500.20 feet to an existing iron pipe; thence North 02 17' 01" East, 150.07 feet to the BEGINNING, containing 1.7225 total acres (75,034 square feet) more or less being the northern portion of that certain parcel shown on a map entitled "Recombination Plat Town of Apex" by Smith & Smith Surveyors, P.A., dated January 11, 2021 and recorded in B.M. 2021, Pg. 1272

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 13, 2023

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to approve Apex Tax Reports dated May 18, 2023.

Approval Recommended?

Yes

Item Details

The Wake County Board of Commissioners, in regular session on June 5, 2023, approved and accepted the enclosed tax report for the Town of Apex, dated May 18, 2023 for the period of April 1, 2023 through April 30, 2023.

Attachments

- CN15-A1: Tax Report for April 2023





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

TEL 919 856 6180
FAX 919 856 5699

SHINICA THOMAS, CHAIR
SUSAN EVANS, VICE-CHAIR
VICKIE ADAMSON
MATT CALABRIA
DON MIAL
CHERYL STALLINGS
JAMES WEST

June 6, 2023

Mr. Allen Coleman
Town Clerk
Town of Apex
Post Office Box 250
Apex, North Carolina 27502

Dear Mr. Coleman:

The Wake County Board of Commissioners, in regular session on June 5, 2023, 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 dark ink, appearing to read "Yvonne Gilyard", written over the printed name and title.

Yvonne Gilyard
Clerk to the Board
Wake County Board of Commissioners

Enclosure(s)



Wake County Tax Administration

Rebate Details

04/01/2023 - 04/30/2023

APEX

DATE

05/18/2023

TIME

11:47:55 AM

PAGE

1

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

844186	178.18	30.00	0.00	0.00	208.18	04/13/2023	0006974028	2022	2021	000000	ATKINSON, ASHLEY DANIELLE
845356	110.60	30.00	0.00	0.00	140.60	04/27/2023	0006980486	2023	2022	000000	SHARMA, UMESH
845357	29.53	30.00	0.00	0.00	59.53	04/27/2023	0006980529	2023	2022	000000	SHARMA, UMESH
843320	54.72	30.00	0.00	0.00	84.72	04/03/2023	0006993293	2023	2022	000000	BRACCI, ANTONIO

SUBTOTALS FOR INDIVIDUAL PROPERTY ACCOUNTS 373.03 120.00 0.00 0.00 493.03 4 Properties Rebated

TOTAL REBATED FOR APEX 373.03 120.00 0.00 0.00 493.03 4 Properties Rebated for City

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 13, 2023

Item Details

Presenter(s): Chris Johnson, Director

Department(s): Transportation & Infrastructure Development

Requested Motion

Motion to approve revisions to the Town Standard Specifications and Standard Details.

. Approval Recommended?

Yes

Item Details

Proposed revisions to the Town Standard Specifications and Standard Details have been drafted to include revisions to **Standard Specifications** in the following sections: 300–Streets, 600–Water Distribution System; and **Standard Details** in the following sections: 300–Streets, 400–Soil Erosion & Sedimentation Control, 620–Cross Connection Control.

Following approval of these revisions, the files will be updated on the Town website.

Attachments

- CN16-A1: Summary of Revisions - Town Standard Specifications & Standard Details - Revisions
- CN16-A2: Standard Specifications Section 300 Streets - Town Standard Specifications & Standard Details - Revisions
- CN16-A3: Standard Specifications Section 600 Water Distribution System - Town Standard Specifications & Standard Details - Revisions
- CN16-A4: Standard Detail Various Revisions - Town Standard Specifications & Standard Details



Town of Apex
Standard Specifications & Standard Details
Summary of Revisions
June 13, 2023

❖ **STANDARD SPECIFICATIONS**

SECTION 300 – Streets

- 302 Design, C. Grades

Revise first sentence to *“Unless necessitated by exceptional topography, street grades shall not be less than one half percent (0.5%).”* Add:

“The maximum grade allowed for a local street when approaching an intersection is five percent (5%) for the last 100 feet of pavement before the intersection.

The maximum grade allowed for a collector street or thoroughfare when approaching an intersection is two percent (2%) for the last 100 feet of pavement before the intersection.

The beginning of the minimum grade allowed for a street approaching an intersection is measured at the curb-line extension of the intersecting street.

Street grades at pedestrian crossing locations shall meet the following criteria or the latest approved Federal Access Board standards whichever is more stringent.

- 1. 2% maximum cross slope for crossings located at approaches with a stop or yield condition; and*
- 2. 5% maximum cross slope for crossings located at approaches without stop control.”*

SECTION 600 – Water Distribution System

- 602 Fire Protection, B. Automatic Fire Sprinkler Systems, 5. Post Indicator Valve (PIV)
Delete section.

❖ **STANDARD DETAILS**

SECTION 400 – Soil Erosion & Sedimentation Control

- 400.24 EXISTING POND DAM BREACH (new)

SECTION 620 – Cross Connection Control

- 620.02 (SHEET 1 OF 2) TYPICAL FIRE CONNECTIONS – COMMERCIAL – Deleted post indicator valves.

SECTION 300 STREETS

301 General

302 Design

- A. General**
- B. Pavement & Right-of-Way Widths**
- C. Grades**
- D. Radii of Curvature**
- E. Tangents**
- F. Sight Triangle**
- G. Apex Peakway Development**
- H. Pavement Design**
- I. Curb, Sidewalk, Driveways**
- J. Entranceway Islands**
- K. Trench Drains**
- L. Alleys**

303 Construction Requirements

- A. General**
- B. Placement of Asphalt Pavements**
- C. Curb and Sidewalk**
- D. Utility Conduits**
- E. Pavement Markings**

304 Inspection

- A. Proof-Rolling**
- B. Compaction Testing - Subgrade**
- C. Base Course & Surface Course Inspection Requirements**
- D. Curb and Sidewalk**

305 Certification

301 General

Unless otherwise provided herein, all materials and street construction methods shall conform to the applicable requirements as outlined in the Standard Specifications for Roads & Structures, latest edition, as published by the NCDOT.

Whenever the following terms are used in said NCDOT specifications, the intended meaning of such terms shall be as follows:

“State” or “Commission” shall be replaced by “Town of Apex”.

“Resident Engineer” shall be replaced by “ENGINEER”.

“Sampling and testing by Commission” shall be replaced by the words “sampling and testing by the TOWN or its authorized testing agent”.

“Inspection by Commission” shall be replaced by “Inspection by TOWN or its duly authorized representative”.

302 Design

A. General

Street design shall conform to the standards set forth in A Policy on Geometric Design of Highways and Streets as published by AASHTO, the Unified Development Ordinance, Standard Specifications for Roads and Structures as published by the NCDOT, Roadway Design Manual as published by the NCDOT, or the Town Standard Specifications and Details, whichever, in the opinion of the ENGINEER, is applicable.

All proposed roadways shall conform to the Apex Transportation Plan, and the Apex Peakway Development Policy.

B. Pavement & Right-of-Way Widths

Standard street widths are shown in the Standard Details. Actual street widths shall be in accordance with the Apex Transportation Plan or any interim plan effective at the time of plan submittal. Transitions and tapers between sections or at widenings shall be made in accordance with Section 302(A) of these Specifications. The ENGINEER may, at his discretion, require additional widening and related work as deemed necessary to provide for the safety and quality of roadway for the traveling public.

C. Grades

Unless necessitated by exceptional topography, street grades shall not be less than one half 1/2 percent (0.5%).

The maximum grade allowed for a local street when approaching an intersection is five percent (5%) for the last 100 feet of pavement before the intersection.

The maximum grade allowed for a collector street or thoroughfare when approaching an intersection is two percent (2%) for the last 100 feet of pavement before the intersection. The beginning of the minimum grade allowed for a street approaching an intersection is measured at the curb-line extension of the intersecting street.

Street grades at pedestrian crossing locations shall meet the following criteria or the latest

approved Federal Access Board standards whichever is more stringent.

1. 2% maximum cross slope for crossings located at approaches with a stop or yield condition; and
2. 5% maximum cross slope for crossings located at approaches without stop control.

Refer to the Street Geometric Standards Detail for maximum grades and vertical curve controls.

D. Radii of Curvature

Where a street centerline deflection of more than 5 degrees occurs, a curve shall be introduced. Refer to the Street Geometric Standards Detail for horizontal curve controls.

At intersections, all streets and commercial driveways shall be rounded with radii not less than:

Street Classification	Edge of Pavement Radius
Thoroughfares	50 feet
Collectors	40 feet
Residential	30 feet

E. Tangents

A centerline tangent of not less than 100 feet shall be provided between reverse curves on all streets. Reverse curves on super-elevated streets shall have a sufficient centerline tangent to accommodate entry and exit run-out, but not less than 100 feet.

F. Sight Triangle

A sight triangle easement shall be provided at all intersections. Sight triangle easements shall not be less than 10 feet by 70 feet. The 10-foot dimension shall be the setback from the right-of-way of the major street, and the 70-foot dimension shall be measured along the right-of-way of the major street. Sight triangle distances shall be increased if appropriate for traffic conditions and speed limits. Sight triangle easements shall be shown on the final plat for the developed tract.

Plant materials and subdivision signs placed within the sight triangle shall be limited to a mature height of 30 inches.

G. Apex Peakway Development (Apex Peakway)

Refer to the *Planning Department* for the Apex Peakway Development Policy.

H. Pavement Design

The pavement designs presented in the standard details shall be considered the minimum design requirements. The DEVELOPER shall furnish a pavement design report produced and certified by a professional engineer, using AASHTO methodology. The report shall be based on field and lab testing of in place subgrade materials by a qualified geotechnical firm and shall incorporate the following criteria: 20-year design life, 4% annual growth rate, and appropriate traffic projections. Soil sample locations shall be as directed by the INSPECTOR. If the design structural coefficient exceeds that of the standard, the design structure shall be used.

I. Curb, Sidewalk, Driveways

Concrete for curb and gutter, driveways, or sidewalks shall be portland cement concrete having a 28-day strength of 3000 psi when tested in accordance with ASTM C39. Detailed specifications for concrete shall conform to the specifications contained in Section 200. Joint fillers shall be a non-extruding joint material conforming to ASTM D1751.

The minimum thickness of a sidewalk shall be 4 inches. Sidewalks shall have a uniform slope perpendicular to the curb of 1/4-inch per foot toward the roadway. Sidewalks shall be installed during roadway construction and/or widening.

Where a sidewalk intersects with a driveway access, the sidewalk section shall be 6-inches thick. All sidewalks and greenways shall meet the current Americans With Disabilities Act (ADA) requirements.

Sidewalks shall be constructed on the north or east side of the roadway, and at locations as indicated by the Unified Development Ordinance and these specifications.

Curb and gutter, where required, shall be standard 30-inch combination curb and gutter. Upon the approval of the Town, 30-inch valley curb and gutter may be permitted in townhome developments. Standard 18-inch median curb and gutter may be used on entrance islands and medians when deemed appropriate by the ENGINEER.

J. Entranceway Islands

Islands shall be limited to such a size as to allow adequate turning room for larger vehicles. The minimum pavement width for both the entrance and exit lanes shall be 20 feet. Islands shall accommodate the turn radius of a WB-62 design vehicle, as outlined in A Policy on Geometric Design of Highways and Streets, AASHTO, current edition. The island shall not extend into the turnout of the intersection.

K. Trench Drains

All entrances with irrigation systems shall require a trench drain directly behind the curb and gutter. The trench shall be a minimum of 12 inches wide and 18 inches deep. A 4-

inch perforated pipe shall be laid at the bottom of the ditch in the center. The ditch shall then be backfilled with washed stone wrapped in the appropriate geotextile fabric. The perforated pipe shall drain to a catch basin.

L. Alleys

All alleys shall either connect to the street right of way at each end or include a cul-de-sac.

303 Construction Requirements

A. General

All roadway subgrade, alley subgrade, storm sewer, and utility construction shall be inspected and approved by the TOWN prior to placement of base course materials.

All streets shall be cleared and graded for the full width of the right-of-way within 50 feet of any street intersection. Additional street clearing and grading shall be as follows:

Future Development - where planned roadways are to be built (i.e. the Peakway, roads in other phases, or roads by other developers), the rough grading shall be completed in areas where it shall impact homeowners or businesses in the phase currently under construction.

Major Streets & Thoroughfares - the full width of the right-of-way.

Collector Streets - the full width of the right-of-way.

Urban Street & Urban Cul-de-Sac - the full width of the right-of-way on the sidewalk side, and 8 feet back of curb on the "non-sidewalk" side.

B. Placement of Asphalt Pavements

Typical surface course shall have a total thickness of not less than as shown on the Standard Details, and shall be placed in 2 lifts.

Following initial lift, the CONTRACTOR shall provide temporary drains at catch basins to allow streets to drain and to eliminate ponding at the low points. Catch basin modifications shall be repaired at the time of final surface paving.

The second lift placement shall be delayed during the period of initial residential construction activity and until such time as its placement is approved by the ENGINEER, subject to the following conditions:

Placement of the second lift shall be no earlier than 12 months after placement of the first lift and only after 75 percent of the Certificates of

Occupancy have been issued for the subdivision or phase of subdivision under construction.

Prior to placement of the final lift of pavement, the existing initial lift shall be thoroughly cleaned and all cracks, spalling, and other failure shall be repaired to the satisfaction of the ENGINEER. A tack coat shall be used on the road surface and the curb face. Furthermore, any cracked concrete that is around valve covers and manhole covers shall be replaced prior to paving.

Asphalt materials shall not be produced or placed under any of the following conditions:

- during rainy weather or whenever moisture on the surface to be paved would prevent proper bond;
- when the subgrade or base course is frozen or wet;
- when temperatures, measured in the shade away from artificial heat at the location of the paving operation, do not meet the following criteria;

Material Type	Minimum Air Temperature	Minimum Ground Temperature
Prime & Tack Coat	40° F	40° F
Asphalt Base Course	40° F	40° F
Asphalt Intermediate Course	40° F	40° F
Asphalt Surface Course	50° F	50° F

- between December 15 and March 16 for surface course material that is to be the final layer of pavement;
- when intermediate or base course will not be covered with surface course during the same calendar year or within 15 days of placement if the plant mix is placed in January or February; a sand seal is required when the intermediate or base is not covered as required.

C. Curb and Sidewalk

The subgrade shall be excavated to the required depth, and shaped to the proper cross-section. Where tree roots are encountered, they shall be removed to a depth of 1 foot for the full width of the excavation. The subgrade shall be stable and thoroughly compacted.

Forms shall be set and maintained true to the required lines, grades, and dimensions. Forms shall be constructed with material of such strength and with such rigidity to prevent any appreciable deflection between supports. Straight forms shall be within a tolerance of 1/2-inch in 10 feet from a true line horizontally or vertically. Forms shall be thoroughly cleaned of all dirt, mortar and foreign material before being used. All inside form surfaces

shall be thoroughly coated with commercial quality form oil.

Contraction joints shall be cut to a depth equal to at least 1/3 of the total slab thickness. The contraction joint shall be no less than 1/8 inch in width. Contraction joints shall be spaced at 5-foot intervals for sidewalk and spaced at 10-foot intervals for curb and gutter, or 15-foot intervals when a machine is used. A 1/2-inch expansion joint filled with joint filler shall be placed between all rigid objects and placed no farther than 50 feet apart for sidewalks and curb and gutter, extending the full depth of the concrete with the top of the filler 1/4-inch below the finished surface. The surface of sidewalks shall be finished to grade and cross-section with a float, troweled smooth and finished with a broom. Refer to the Standard Detail.

D. Utility Conduits

Buried conduits for low voltage utility installations shall be installed in accordance with the Standard Detail. All residential and commercial driveways shall have at minimum one 3-inch diameter Schedule 40 PVC conduit installed across the entire width of the driveway, extending 1 foot beyond the edges of the driveway. Conduits shall be sealed at each end with an unglued PVC cap.

For all lots that require sidewalk along the road frontage, conduits shall be installed below the sidewalk in accordance with the Standard Detail. All sidewalks, along a lot frontage, shall have at minimum 2 individual 3-inch diameter Schedule 40 PVC conduits installed across the entire width of the sidewalk, extending 1 foot beyond the edges of the sidewalk. Sidewalk conduits shall be installed on both sides of the lot and at a location of approximately 1 foot inside of the lot's property line. Conduits shall be sealed at each end with an unglued PVC cap.

All conduits shall be marked with a 2-inch brass cap, cast into the concrete curb and/or the sidewalk to indicate the location of the buried conduit. Brass caps shall be stamped with the words "Utility Conduit Crossing" in 3/8-inch tall lettering. All caps shall be held true to final elevation, within the forms, prior to and during placement of concrete, by the use of a 12-inch long rebar stake. One cap shall be installed at each individual utility conduit installation.

E. Pavement Markings

All pavement markings shall be thermoplastic material meeting NCDOT specifications, unless otherwise directed by the Engineer.

304 Inspection

A. Proof-Rolling

Street embankments shall be graded and compacted as described in Section 200 of these Specifications. After all utilities and storm sewers have been installed, the subgrade shall

be fine graded and restored to required grade, and then proof-rolled by using a fully loaded tandem dump truck or a fully loaded water truck. Should any “pumping” or displacement be observed during the proof-rolling, the defective area(s) shall be repaired by replacing defective material w/suitable material, alternative stabilization methods such as fabric, Geo-Grid, lime, etc., or any combination thereof to the satisfaction of the TOWN and thoroughly compacted. The proof rolling shall be repeated until there is no evidence of “pumping” or displacement.

Recommendations from outside sources such as soils engineers and technicians may be suggested. However, the TOWN shall have authority for approval of additional measures.

B. Compaction Testing - Subgrade

Upon completion of the proof rolling, the DEVELOPER/CONTRACTOR shall furnish to the ENGINEER a report from a certified soils testing laboratory. The report shall present the results of a Proctor analysis demonstrating that the subgrade compaction is acceptable in accordance with standard requirements of NCDOT in all of the significant fill areas. The subgrade shall then be inspected by the INSPECTOR, and upon its acceptance and approval, the stone base course may be placed. However, no stone base may be placed prior to backfilling behind the curb.

The cost of laboratory testing of subgrade compaction shall be borne by the DEVELOPER/ CONTRACTOR.

C. Base Course & Surface Course Inspection Requirements

The Town reserves the right to require that quarry tickets be presented to the INSPECTOR to enable a check for yield at the specified final thickness. The base material shall then be inspected by the INSPECTOR, and upon acceptance and approval, the surface course may be placed.

Surface course shall be placed and compacted in accordance with NCDOT requirements. Copies of delivery tickets shall be furnished to the INSPECTOR to enable a check for yield at the specified final thickness. Density testing shall be performed for each lift of asphalt and reports shall be furnished to the INSPECTOR.

Should there be a question as to the final thickness of aggregate base course or surface course, the INSPECTOR reserves the right to require the DEVELOPER/CONTRACTOR to provide random core samples by an independent testing laboratory to demonstrate actual thickness of base and surface courses. A certified testing laboratory shall take core samples and the results shall be presented to the INSPECTOR. Should the cores reveal insufficient thickness, the CONTRACTOR shall provide additional surface course as may be required or shall furnish other remedial measures as may be acceptable to the INSPECTOR. The cost of compaction testing and coring work shall be borne by the DEVELOPER.

D. Curb and Sidewalk

No concrete shall be placed until the forms, necessary conduits, and subgrades have been inspected and approved by the INSPECTOR. Where stone is used underneath the driveway and/or over conduits, it shall be compacted ABC stone. Washed stone shall not be permitted.

Conduits shall be installed to the depths and locations indicated in the Standard Detail prior to inspection. Conduit trenches shall be left open until inspection. Trenches shall be backfilled with excavated material after inspection and prior to placing concrete. Brass location caps shall be in place prior to inspection.

NO EXCEPTION: For all lots that require sidewalk along the road frontage, sidewalk shall be formed and ready for inspection at the time of the driveway inspection. Sidewalk may be installed prior to, but under no circumstances later than the time of the driveway installation.

305 Certification

The Town of Apex shall require the following certification from an engineer registered in the state of North Carolina prior to final acceptance of any TOWN maintained streets:

I _____, PE hereby certify that the construction of (<u>Street Names</u>) in (<u>Phase #</u>) of (<u>Development Name</u>) is/are in accordance with the minimum pavement design standards and layout submitted and approved by the Town of Apex on (<u>Date of Approval</u>).	
S E A L	_____ Name
	_____ Date

<p style="text-align: center;">SECTION 600 WATER DISTRIBUTION SYSTEM</p>
--

- 601 Water Distribution Pipe**
 - A. Design**
 - B. Materials**
 - C. Installation**

- 602 Fire Protection**
 - A. Fire Hydrants**
 - B. Automatic Fire Sprinkler Systems**
 - C. Fire Protection During Construction**

- 603 Valves and Appurtenances**
 - A. Valves**
 - B. Appurtenances**

- 604 Water Main Taps and Services**
 - A. Design**
 - B. Materials**

- 605 Irrigation Systems**

- 606 Testing and Inspections**
 - A. General**
 - B. Testing**

- 607 Repair and Abandonment**

601 Water Distribution Pipe

A. Design

The following Standard Specifications and associated Standard Detail Drawings shall apply to all water system extensions and development of the Apex municipal water system. The Standard Specifications included herein shall apply to all aspects of the Apex water system that is owned, operated and maintained by the Town of Apex.

All utility extension permits must be obtained prior to construction. Refer to General Provisions in Section 0200 for further requirements.

1. Location: Water transmission lines shall be located and sized in accordance with the current "Water System Master Plan" or as directed by the Town, and shall extend to the adjacent properties to provide an adequate network. All public water mains shall be located within dedicated right of way of Town roads, outside of the right of way on NCDOT roads, or dedicated easements with a minimum width of 20 feet. Dedicated easements for water mains and appurtenances shall be recorded as "Town of Apex Public Waterline Easement." Town of Apex utility and pipeline easements shall contain only Town of Apex utilities unless otherwise approved by an approved site plan or encroachment agreement. Easements that are shared by water mains and greenway paths shall have a minimum width of 30 feet. Easements shall be acquired by the Developer (unless utility is designed as part of a Capital Improvement Project) prior to construction approval. All private water mains that connect to the Town's water system shall also be designed in accordance with these specifications. Any private commercial water connection shall be metered and protected by a reduce pressure assembly listed on the most current Manual of Cross-Connection Control issued by the USC Foundation for Cross-Connection Control and Hydraulic Research. See Section 620.

If the water main is located within the road right-of-way, a clear width equal to or greater than the easement width required must be available. If adequate width is not available within the right-of-way, additional easement outside of the right-of-way must be maintained. For example, if a water main normally requiring a 20 foot easement is installed 5 feet inside of the right-of-way, an additional 5 feet of easement must be obtained outside of the right-of-way to provide a clear total width of 10 feet on each side of the pipe.

All water main extensions and distribution facilities which connect to the water distribution system of the Town shall be considered as public facilities up to the metering point. Therefore, all such facilities must be installed in public street right-of-way (not alleys) or centered within an easement.

Extensions shall terminate at the furthestmost property line fronting the property.

Where deemed necessary to enhance water flow and/or pressures in the area, extensions may be required to be “looped” to an existing water main or “dead end” line within the area being developed.

If a proposed development site has a gap in road frontage, the development shall extend the water main along the road frontage to eliminate the gap in water service, unless otherwise approved by the Water Resources Director.

Mains shall not be installed under any part of water impoundments or area to be impounded. Mains shall not be installed through, above, or below any retained earth structure. Main location and depth shall not be within the theoretical 1:1 slope of any impoundment dam or structure, or shall maintain a minimum of 10’ horizontal separation from the toe of slope, whichever is greater. The entire easement shall be outside of the toe of slope, unless prior approval is obtained from the Water Resources Director.

Easement Areas: No permanent structures, equipment, retaining walls, embankments, impoundments, or other elements that would inhibit maintenance operations shall be constructed within a utility and pipeline easement. Fences may be allowed across easements provided that appropriate access gates or removable panels have been installed to allow utility maintenance. Fences shall not be installed parallel within utility easements. Fill or cut slopes greater than 4:1 are not allowed to extend into easements. Easements must be clearly labeled as public or private. If water main is located within road right-of-way or on Town owned property there shall be no permanent structures, equipment, retaining walls, embankments, impoundments, landscaping, or other elements that would inhibit maintenance operations unless approved by the Water Resources Director.

Where public water mains are installed within easements crossing private property, the Water Resources Department shall have the right to enter upon the easement for purposes of inspecting, repairing or replacing the water mains and appurtenances. Where paved private streets, driveways, parking lots, etc. have been installed over the public water mains, the Town of Apex shall not be responsible for the repair or replacement of pavement, curbing, etc. which must be removed to facilitate repairs. The Water Resources Department shall excavate as necessary to make the repair, and shall backfill the disturbed area to approximately the original grade. Replacement of privately owned pavement, curbing, walkways and any other private infrastructure shall be the responsibility of the property owner or Homeowner’s Association.

Easements shall be accessible from public rights-of-ways. If easement is not accessible perpendicular from right-of-way due to steep slope, environmental feature, or other obstacle, additional easement may be necessary.

Only one utility can be installed per easement, unless prior approval from the Water Resources Director is obtained.

All retaining walls shall have a separation from the easement boundary of at least a 1:1 ratio. For example, if the retaining wall is 10 feet tall, it shall be placed no closer than 10 feet from the adjacent easement boundary.

2. Sizing: Major transmission lines shall be sized in accordance with the "Water System Master Plan" or as directed by the Town. Six (6) inch mains may be used on a case by case basis when the Town has determined that a sufficient grid exists and the existing network supports using six (6) inch mains. The total maximum length of 6 inch and 8 inch lines, without connecting to a larger main, is 1200 feet and 2000 feet, respectively. Where the existing network is lacking connectivity, lines shall be upsized to provide adequate fire flow as directed by the Director of Water Resources. All lines shall be designed to maintain a minimum of 20 psi at maximum daily demand with applicable fire flow conditions. Water distribution facilities for Multi-Family Units, Apartments, Condominiums, and Townhouse Developments shall comply with the provisions for Business, Commercial, and Industrial Zoning Districts indicated below.

Business, Commercial, and Industrial Zoning Districts - Water mains shall be 8- inch and 12- inch minimum. Eight-inch shall be used only when it completes a good grid and the maximum length of 8-inch lines without connection to a larger feeder main is 1,200 feet unless special approval for deviation from this requirement is granted by the Director of Water Resources.

Where water mains dead end or are terminated for future extension, at least one full length stick of ductile iron pipe shall be installed with a thrust collar, main line valve, and blow-off assembly. This dead end shall terminate within a right-of-way or dedicated easement.

Dead end mains may be extended to existing mains in adjacent streets when it is practical to do so in order to enhance flow, water quality, and/or pressure in the affected area.

3. Restraint:

All valves and fittings shall be restrained. Pipe joints shall also be restrained an adequate length away from valves and fittings in accordance with AWWA

manual M41 (or the latest edition of *Thrust Restraint Design for Ductile Iron Pipe* as published by the Ductile Iron Pipe Research Association). The standard joint restraint method shall be to use manufacturer provided restrained joint pipe and fittings.

- a) 6" to 12" Diameter Pipe: For pipe 6-inches through 12-inches, the following table may be used to determine the required restrained length of pipe for single occurrences of valves or fittings within the pipe system. The table may not be used for combined bends or offsets where a series of fittings occur. In lieu of using the below table, a pipe restraint plan detailing all assumptions and calculations may be provided by the NC Professional Engineer sealing the plan drawings. In either case, the method of restraint to be used and the length of pipe to be restrained (if applicable) shall be clearly identified on the plans at all necessary locations.

Required Restrained Lengths for Single Fittings and Valves for Pipe 6-inches to 12-inches in Diameter (in Feet, Both Directions unless otherwise noted)

	6"	8"	10"	12"
45° Horizontal	34'	44'	53'	61'
45° Vertical Up	34'	44'	53'	61'
45° Vertical Down	53'	69'	82'	96'
22½° Horizontal	17'	21'	26'	30'
22½° Vertical Up	17'	21'	26'	30'
22½° Vertical Down	26'	33'	40'	47'
11¼° Horizontal	8'	11'	13'	15'
11¼° Vertical Up	8'	11'	13'	15'
11¼° Vertical Down	13'	17'	20'	23'
Tee <i>(Restrain the Branch)</i>	6" – 115'	6" – 111' 8" – 154'	6" – 107' 8" – 151' 10" – 186'	6" – 103' 8" – 148' 10" – 184' 12" – 220'
Reducer <i>(Restrain Larger Pipe)</i>	N/A	70'	10" x 8" – 67' 10" x 6" – 122'	12" x 10" – 68' 12" x 8" – 123' 12" x 6" – 169'
Dead Ends (Caps and Plugs) & Inline Valves	126'	165'	198'	232'

- b) All valves, pipe, and fittings: **Projects with pipe diameters greater than 12-inches, poly-wrapped pipe, or combined bends must have a pipe restraint plan with the method of restraint to be used and the length of pipe to be restrained clearly identified on the plans at all necessary locations.** The pipe restraint plan must be calculated in accordance with AWWA manual M41 (or the latest edition of *Thrust Restraint Design for Ductile Iron Pipe* as published by the Ductile Iron Pipe Research Association). The plan must also account for the actual soil types that exist at the project site. A minimum safety factor of 1.5 (2.0 if/when required by NCDOT) and a minimum pressure of 200 PSI must be used.
- c) Valves: Valves shall be restrained in a manner consistent with operation as a dead end. This includes restraining the valve to the pipe and restraining a sufficient number of pipe joints on both sides of the valve to accommodate dead end restraint. Valves located at waterline intersections (at tees and crosses) shall have no joints between the valve and fitting.
- d) Dead Ends: All MJ cap and plug fittings, including tapped caps, shall be restrained with approved wedge action retainer glands. The adjacent pipe shall be restrained the distances specified above (or on the sealed pipe restraint plan). Reaction blocking shall not be used to restrain caps and plugs.
- e) All pipe restraint systems shall be factory produced by the manufacturer. Approved wedge action retainer glands or bell restraints may be used for pipe/fittings up to (but not including) 16" in diameter. Restraint on mains 16" and larger shall be factory produced by the manufacturer.
- f) Restraining systems not included within this Specification shall require written approval prior to utilization. All joint restraint products that include the means of restraint within the joint gasket shall be prohibited in the Town of Apex water system.

4. Depth of Installation:

All water mains shall have a minimum cover of 3 feet measured from the top of the pipe to the finished grade. Water mains shall have a maximum cover of 8 feet measured from the top of the pipe to the finished grade. Installations requiring greater than 8 feet of cover due to road crossings, stream/wetland crossings, or other conflicts must have prior approval from the Water Resources Director.

When water lines are installed along a roadway they shall be installed at sufficient depth to maintain three (3) feet of cover to the subgrade of any future road improvements including potential vertical alignment changes.

5. Relation to Sanitary and Storm Sewers:

Separation between Potable Water Mains and Sanitary Sewer Mains or Storm Sewers.

- a) Parallel Installations: 10-ft lateral separation (pipe edge to pipe edge) or minimum 5-ft lateral separation and water line at least 18-inches above sanitary sewer line measured vertically from top of sewer pipeline to bottom edge of water main.
- b) Crossings (Water Main Over Sanitary or Storm Sewer): All water main crossings of sanitary sewer lines shall be constructed over the sewer line in conformance with Town of Apex Specifications. At a minimum, 18-inches of clearance shall be maintained between the bottom edge of the water main and the top edge of the sanitary sewer main, 24-inches of clearance shall be maintained between the bottom edge of the water main and the top edge of the storm sewer main. If 18-inches or 24-inches, respectively, of clearance is not achievable, the water main and sanitary/storm sewer main shall both be constructed of ductile iron pipe with joints in conformance with water main construction standards. The sanitary sewer pipe shall be ductile iron the entire run from manhole to manhole. When the separation between pipelines is 18-inches or less, the void space between the pipes shall be filled with minimum 500-psi, quick setting, non-excavatable flowable fill extending 3-ft on both sides of the crossing. Regardless of pipe material, at least 12-inches of vertical separation is required for both sanitary and/or storm sewer crossings of potable water mains.
- c) Crossings (Water Main Under Sanitary or Storm Sewer Line): Allowed only as approved by Town of Apex, when it is not possible to cross the water main above the sanitary or storm sewer line. At a minimum, 18-inches of separation shall be maintained, (measured from pipe edge to pipe edge) and both the water main and sanitary/storm sewer shall be constructed of ductile iron in conformance with water main construction standards. The sanitary sewer pipe shall be ductile iron the entire run from manhole to manhole. If local conditions prevent providing 18-inches of clearance, then at least 12-inches of clearance shall be provided and the void space between the pipes shall be filled with minimum 500-psi, quick setting, non-excavatable flowable fill extending at least 3-ft on both sides of the crossing.

B. Materials

General: All water main distribution pipe shall be ductile iron. The following table lists approved manufacturers of DIP, DIP fittings, and RJDIP that are allowable for installation within the Town's system.

Product Category	Approved Manufacturer	Model/Series	Pressure/Load Rating	Reference Standard	Requirements
Ductile Iron Pipe	US Pipe	Tyton Joint	250-350 psi	AWWA C150 and C151	Cement mortar lined with exterior bituminous coating. McWane pipe stamped "McWane by Atlantic States or Clow" only
	American (ACIPCO)	Fastite Joint			
	McWane	Tyton Joint			
Ductile Iron Fittings	Sigma	Mech. Joint	250-350 psi	AWWA C110/C111 and AWWA C153	Shall always meet or exceed pipe pressure rating
	Tyler Union	Mech. Joint			
	SIP Industries	Mech. Joint			
	Star	Mech. Joint			
	American	Mech. Joint			
Ductile Iron Restrained Joint Pipe	US Pipe	TR Flex	250-350 psi	AWWA C150 and C151	Boltless restraint unless otherwise specified
	American (ACIPCO)	Flex Ring			
	McWane	TR Flex (pipes 24" and smaller)			

1. Ductile Iron Pipe

- a) Ductile iron pipe shall be designed and manufactured in accordance with AWWA C150 and C151 and provided in nominal 20-ft lengths. The minimum required pressure ratings for ductile iron pipe and required laying conditions are tabulated below. For all other installations other than specified, the laying condition, bedding requirements or the minimum pressure class rating and/or thickness class shall be increased in accordance with AWWA C151. A pipe thickness design shall be submitted for external loading in all cases where the pipe depth exceeds the specified range of depths outlined in the following table.

Pressure Class, Max. Depth and Laying Condition for DI Water Mains

Pipe Diameter	AWWA C-150, Laying Condition	Pressure Class	Maximum Depth of Cover
6-8 -inch	type 1	350 psi	3-16 feet
6-8 -inch	type 4	350 psi	16-20 feet
10-12 -inch	type 1	350 psi	3-10 feet
10-12 -inch	type 4	350 psi	10-20 feet
14-20 -inch	type 4	250 psi	3-20 feet
24-30 -inch	type 4	250 psi	3-20 feet
36-42 -inch	type 4	300 psi	3-20 feet

*Any installation deeper than 20 feet must obtain approval from the Water Resources Director and no practical alternative must be proven.

Note: For cases not specified, a ductile iron pipe and bedding design certified by a Professional Engineer licensed in the State of North Carolina shall be required in compliance with AWWA C150 and the Ductile Iron Pipe Research Association.

- b) Pipe joints shall be mechanical joint or push-on type as per AWWA C111. Pipe lining shall be cement mortar with a seal coat of bituminous material in accordance with AWWA C104. All buried ductile iron pipe shall have a bituminous exterior coating in accordance with AWWA C151.
- c) Pipe manufacturer must have a supplier within 200 miles of the Town of Apex.

2. Ductile Iron Fittings

All ductile iron fittings shall be provided in conformance with AWWA C110 for standard ductile iron fittings and AWWA C153 for compact ductile iron fittings. All fittings shall be pressure rated for a minimum 350-psi through 24-inches in diameter and 250-psi for fittings greater than 24-inches in diameter. In cases where minimum pressure standards are less than the pipe specification, fittings shall always be pressured rated to meet or exceed the pressure ratings for the specified pipe. All fittings for potable water service shall be provided with cement mortar linings and asphaltic seal coats in accordance with AWWA C104. All ductile iron fittings shall have an asphaltic exterior coating in accordance with AWWA C151. All ductile iron fittings shall be provided with mechanical joint end connections or proprietary restrained joints from an approved manufacturer. Gaskets shall be provided in conformance with AWWA C111 with EPDM rubber gaskets preferred over SBR. Two 45 degree fittings shall be used in lieu of 90 degree fittings in all horizontal and vertical installations, with exception of reverse taps.

Fitting manufacturer must have a supplier within 200 miles of the Town of Apex.

3. Restrained Joint Ductile Iron Pipe

All restrained joint ductile iron pipe unless otherwise specified shall be of the boltless restrained joint type. For installations requiring welded locking rings, the rings shall be factory welded.

All proprietary pipe restraint systems shall be approved by the Town of Apex and provided in compliance with all standards for coatings, linings, pressure classes, etc. as required for ductile iron pipe. All restrained joint pipe shall be installed based on laying conditions, pressure class, etc. as required for typical ductile iron pipe.

Restraining systems not included within this Specification shall require written approval prior to utilization. All joint restraint products that include the means of restraint within the joint gasket shall be prohibited in the Town of Apex water system

Pipe manufacturer must have a supplier within 200 miles of the Town of Apex.

C. Installation

1. Ductile iron pipe shall be installed in accordance with the requirements of AWWA C600 and the Ductile Iron Pipe Handbook published by the Ductile Iron Pipe Research Association. Materials at all times shall be handled with mechanical equipment or in such a manner to protect them from damage. At no time shall pipe and fittings be dropped or pushed into ditches.
2. Pipe and fitting interiors shall be protected from foreign matter and shall be inspected for damage and defects prior to installation. In the event foreign matter is present in pipe and fittings, it shall be removed before installation. Open ends of pipe shall be plugged or capped when pipe laying is not in progress.
3. All pipe shall be constructed with at least 36 inches of cover below the finished surface grade or road subgrade. Pipe shall be laid on true lines as directed by the Engineer. Trenches shall be sufficiently wide to adjust the alignment. Bell holes shall be dug at each joint to permit proper joint assembly. The pipe shall be laid and adjusted so that the alignment with the next succeeding joint will be centered in the joint and the entire pipeline will be in continuous alignment both horizontally and vertically. Pipe joints shall be fitted so that a thoroughly watertight joint will result. All joints will be made in conformance with the manufacturer's recommendations for the type of joint selected. All transition joints between different types of pipe shall be made with transition couplings approved on shop drawings showing the complete assembly to scale.
4. Prior to beginning construction, the Contractor shall contact local utility companies and verify the location of existing utilities. The Contractor shall be completely and solely responsible for locating all existing buried utilities inside the construction

zone before beginning excavation. The Contractor shall be solely responsible for scheduling and coordinating the utility location work. When an existing utility is in conflict with construction, it shall be exposed prior to beginning construction to prevent damage to the existing utility.

5. All valves that are under the ownership and acceptance of the Town of Apex municipal water system shall be operated only by trained personnel of the Town of Apex. Existing valves in the Town of Apex water system will not be operated without a minimum notice of 24 hours. Contractor's personnel shall only be responsible for operating valves within new construction areas that are not directly connected with the existing municipal water supply. At such time when the valves in new construction areas are connected with the municipal water supply, the valves shall only be operated by Town of Apex personnel or in limited circumstances by Contractor's personnel after receiving authorization from the Operator in Responsible Charge of the water distribution system.
6. The unloading and loading of pipe, fittings, valves, and related accessories shall be performed with care so as to avoid any damage to these materials. All such materials shall not be stored directly on the ground, but shall be on pallets, or other suitable supports, so as to prevent the entry of mud and debris into the pipe or other materials. Contractor shall also endeavor to store these materials in accordance with any special practices as required by the manufacturer.
7. Fittings shall be installed at the location indicated on the drawings with care taken to insure that joints are fully homed and fully and properly supported.
8. Water mains shall not be installed within roundabouts or alleys.

602 Fire Protection

A. Fire Hydrants

1. Sizing of Mains
 - a) Water mains shall be sized in order to meet minimum fire flow conditions according to the type and classification of the proposed development. Mains shall be sized in accordance with conditions set forth within the Town's Water Distribution Extension permit application.
2. Location
 - a) All fire hydrants shall be installed on a minimum 6 inch water line. Only one fire hydrant may be installed when the line is served by a 6 inch tap and is not looped to another main. There shall be at least one fire hydrant at each street intersection. Hydrants at intersections shall be located in accordance with the Standard Details. Valves provided on the fire hydrant branch supply line shall

be located within 5-ft of the main line. The maximum length of a fire hydrant leg shall not exceed 50 feet.

- b) In residential districts the maximum distance between hydrants, measured along street centerlines, shall be 500 feet. When residential intersections are less than 700 feet apart, a hydrant is not required between the intersections. For single-family residential projects, a hydrant shall be located at the end of all cul-de-sacs.
- c) In business, office and institutional, and industrial zoning the maximum distance between hydrants, measured along street centerline, shall be in accordance with the latest version of the NC Fire Code. If a building is completely equipped with a fire sprinkler system and the project is developed with a private water distribution system, all parts of the building shall be within 300 feet of a hydrant. Hydrants positioned greater than 50 feet from the public water main shall occur on a looped water main.
- d) All premises where buildings or portions of the building are located at distances from a fire hydrant that exceed those specified by Fire Code shall be provided with approved on-site fire hydrants and water mains capable of supplying the fire flow required by the Fire Department.
- e) Residential developments which do not meet minimum fire flow requirements shall have individual fire protection systems designed and installed at each residence. Residential fire systems must be current Town Backflow Prevention Protection, listed under Section 620.
- f) On thoroughfares and collector streets with access points only at street intersections, hydrants shall be located at each street intersection and at 1000 foot intervals along the street. Where these intersections are less than 1200 feet apart, no hydrant is required between the intersections. Fire hydrants shall be placed in a staggered arrangement on both sides of any roadway classified as a major or minor thoroughfare with the hydrant spacing as referenced above.
- g) Where sprinkler systems are used, a fire department connection shall be within 50 feet of an accessible fire hydrant, unless otherwise permitted by the Fire Department.
- h) Any proposed, relocated, or replaced water main that includes new fire hydrants shall require submittal of fire flow calculations.
- i) Fire hydrant legs shall not be tapped from water service connections, they shall be tapped directly from the main line.

3. Specifications

Hydrants shall conform to AWWA C502 with a minimum valve opening of 4 1/2 inches. Hydrants shall be furnished with a 4.5 inch steamer and double 2 1/2 inch hose connections with caps and chains, National Standard Threads, mechanical joint, 1 1/2 inch pentagon operating nut, open left, painted fire hydrant red, bronze to bronze seating, a minimum 4 foot bury depth with a break away ground line flange and break away rod coupling. The hydrant bonnet will be designed with a sealed oil or grease reservoir with O-ring seals and a Teflon thrust bearing. Fire hydrant caps shall be attached to the body of the hydrant with a minimum 2/0 twist link, heavy duty, non-kinking, machine chain. All fire hydrants shall be designed and rated for a working pressure of 250-psi or greater.

4. Installation

Hydrants shall be set plumb, properly located with the pumper nozzle facing the closest curb of a fire lane or street, but not a parking space. The back of the hydrant opposite the pipe connection shall be firmly blocked against the vertical face of the trench with 1/3 cubic yard of concrete. Double bridle rods and collars shall be connected from the tee to the hydrant. All joints between the tee and the hydrant shall be mechanical joints restrained with wedge action retainer glands. Stainless steel rods not less than 3/4 inch diameter may also be used to restrain the assembly. A minimum of 8 cubic feet of stone shall be placed around the drains. The backfill around the hydrants shall be thoroughly compacted and closely match the elevation on the approved plans. Hydrant extensions will not be allowed on new or retrofit installations. Hydrant installation shall be in accordance with the Details. Hydrant tees may be used upon approval of the Water Resources Department. A clear level space of not less than 10 feet shall be provided and maintained on all sides of a fire hydrant for immediate access. Clearance from the ground surface to the steamer nozzle shall be between eighteen (18) inches and twenty-four (24) inches.

5. Depth of Bury:

Typical 90-Degree Hydrant Shoe Installations:

The maximum depth of bury for all new fire hydrants with 90-degree hydrant shoes shall be 5-ft from the breakaway flange connection. The breakaway flange or safety coupling shall be oriented vertically just above finished grading and bolted directly to the fire hydrant in compliance with manufacturer standards. The breakaway flange or safety coupling shall not be buried.

Vertical Shoe Hydrant Installations:

For installations requiring depth of bury greater than 5-ft, the fire hydrant shall be equipped with a vertical shoe arrangement that provides for full extension of the lower valve plate against a stopping mechanism located inside the vertical shoe to maximize hydraulic flow conditions through the hydrant. The vertical shoe shall

be equipped with flanged connections. The maximum depth of bury for vertical shoe installations shall not exceed 4-ft measured from the breakaway flange to the bottom of the vertical hydrant shoe. The vertical shoe and all piping included in the hydrant supply line shall be restrained with blocking and rodding or blocking with wedge action retainer glands or standard Aquagrip, Grip Ring, or Romac connections.

6. Hydrant Relocations: For installations where hydrants will be relocated, all hydrants with greater than 20-years of operational service, as indicated by the date of manufacture provided on the hydrant, shall be replaced with new fire hydrants. The existing fire hydrant shall be turned over to the Town of Apex Public Works Department.

For installations where the hydrant to be relocated has less than 20-years of operational service, the existing hydrant may be relocated. The existing hydrant shall still be disinfected, flushed and pressure tested.

All fire hydrants shall be initially tagged and/or bagged "NOT IN SERVICE". This tag or bag shall not be removed until approved by the Inspector.

B. Automatic Fire Sprinkler Systems

1. General: Four (4) complete sets of working plans and calculations for all fire sprinkler systems and standpipe systems shall be submitted as required by the Inspections and Permits Department for review and approval. If 20 sprinkler heads or more are modified or added to an existing sprinkler system, if any modifications occur in the hydraulically calculated remote area, or the hazard classification changes, a plan submittal including complete calculations and a permit will be required. All fire sprinkler systems shall be installed with an alarm check valve installed in each riser with all required appurtenances (example: retard chamber, water motor gong, pressure gauges, etc.). Exception: NFPA 13 D and 13 R residential sprinklers when approved by a fire official. All installations, minor repairs, or minor replacements shall be performed by a licensed fire sprinkler contractor. Contact the Inspections and Permits Department for a permit application.
2. Design: Approved working plans shall be in complete compliance with NFPA No. 13, 13D, 13R, 14, 231, 231C, 231D, 231F and Town Specifications. An NFPA above ground material and test certificate and NFPA underground material and test certificate are required after completion of designated, approved work.
3. Hydraulic Design: If a system is hydraulically designed, the following design criteria must be followed:

- a) Safety Margin: In all cases, a fixed minimum safety margin of at least 10-psi shall be applied to the design calculations. (Example: Demand = 70 psi, Supply \geq 80 psi)
 - b) Hose Allowances: Both exterior and interior hose allowances shall comply with NFPA 13 requirements.
 - c) Water Supply Pressure: The sprinkler system designer shall be responsible for verifying system pressure. Refer to Town of Apex Policy Statement 129 regarding Minimum Water Supply Pressure.
4. Backflow Prevention: When a fire protection system is proposed, with a Fire Dept. connection or as otherwise required by the Cross Connection Ordinance a reduced pressure principle detector assembly (RPDA), two and one half inch or greater, shall be installed on the supply side of the sprinkler fire protection line inside the riser room. A two inch or less reduced pressure principle assembly may be allowed if the site is designed for that size. At no time shall any fire backflow preventer outlet be smaller than the water pipe inlet. These backflow prevention devices must be UL listed and/or listed by Factory Mutual Research Corporation. Reduced pressure principle detector assemblies shall not be arranged vertically. For all RPDA's, a relief valve drip cup piped outside the building shall be provided. The relief valve drain may be piped to the main building drain but must meet current specification listed in Section 620 or the drain be sized per the manufacturer recommendations, whichever is more stringent.

~~5. Post Indicator Valve (PIV): A post indicator valve may be provided at the right of way or edge of easement at least 40 feet from the building if space permits. Each connection into the building shall have a post indicator valve. The top of the PIV shall be 30-42 inches above finished grade and 36-inches of unobstructed access perimeter shall be maintained around the PIV.~~

~~In urban settings, a wall mounted indicator valve may be used where there is no suitable location for a post mounted indicator valve. Wall mounted indicator valves shall be centered 30-42 inches above the finished grade. It shall be greater than 10-ft from any door, window, or other protected opening along the wall.~~

~~All indicator valves regardless of type shall have an electronically controlled tamper switch. All PIVs shall be made of ductile iron construction and shall be UL-listed and FM approved. The stand pipe of all PIV's shall be painted red.~~

~~6.5.~~ Fire Department Connection: Where automatic fire sprinkler systems or standpipe systems are used, a fire department connection with National Standard threads shall be provided within 50-ft of a fire hydrant, except for town homes, apartment buildings, and within urban settings where greater lengths may be permitted. When a sprinkler system serves only part of a large structure, the fire

department connection shall be labeled, with minimum 2 inch letters on a permanent sign, as to which section of the structure that sprinkler riser serves.

7.6. Dedicated Riser Room: A dedicated sprinkler riser room is required providing an entry door to the room from the exterior of the building. All dedicated riser rooms shall be equipped with a floor drain sized appropriately to prevent flooding. The floor drain shall be piped to storm system or main building drain. The floor drain shall be provided with a circular raised ring/hub around the floor drain to prevent debris and/or chemicals from entering the drain during an emergency spill. The hub shall be fabricated of cast iron or other corrosion resistant material and extend at least 3-inches above floor elevation. All BFPs located inside of a building must have direct access to that room from the building exterior.

8.7. Alarm Communication: All sprinkler systems are to have alarm communication equipment to fully comply with NFPA 72. Equipment must be fully functional and reporting to a UL listed central receiving station before a Certificate of Occupancy is issued for the facility.

9.8. Access: All buildings which have an elevator, a fire alarm system monitored by a central receiving station, or a fire sprinkler protection system shall provide a "Knox Box" key entry system. This "Knox Box" shall be mounted on the exterior entrance to the dedicated riser room or at the normal fire department entrance when no fire sprinkler system is provided and there is no dedicated riser room. Mount "Knox Box" on wall at 5 feet A.F.F. on door handle side of dedicated riser room door or entrance door. This "Knox Box" shall be ordered through the Town Fire Department and shall be in place before a Certificate of Occupancy is issued. Keys to access the facility shall be provided to the Fire Department by the owner/manager. An access door directly to the mechanical room or mechanical storage area shall be provided.

10.9. Identification: The exterior door leading to the dedicated sprinkler riser room shall be labeled with minimum 2 inch lettering designating "SPRINKLER RISER ROOM" in a contrasting color. Durable vinyl lettering is suggested.

11.10. Fire Alarm Panel Location: When a building is protected by an automatic sprinkler system and has a fire alarm system, the fire alarm control panel or a remote annunciation of the fire alarm control panel shall be placed in the sprinkler riser room. This control panel shall have the capacity of silencing and resetting. Adjacent to the fire alarm control panel shall be a framed zone map. Nomenclature shall correspond with the zone map. Submit four complete sets of plans and specifications to the Inspections and Permits Department for approval prior to installation of equipment or wiring. When there is no sprinkler system in a building, the fire alarm control panel or remote annunciator shall be located at the normal fire department entrance.

C. Fire Protection During Construction

The fire protection water supply system, including fire hydrants, shall be installed and be in at least functional status prior to placing combustible materials on the project site. If phased construction is planned, coordinated installation of the fire protection water system is permitted. Coordination of the water system will be done through the Water Resources Department.

603 Valves and Appurtenances

A. Valves

1. General

- a) Valves shall be installed on all branches from feeder mains and hydrants according to the following schedule: 4 valves at crosses; 3 valves at tees; one valve on each hydrant branch and elsewhere as directed by the Director of Water Resources. When a loop section of water line is connected back into the feeder main within a distance of 200 feet or less, only one valve will be required in the feeder main. In all cases where new water mains are connected to an existing water distribution line, valves shall be located at all end points and at intermediate points throughout the new system extension to assure testing requirements can be met without interfering with the operation of the existing system. Valves are required regardless of whether tee connection is cut-in or made by tapping sleeve and valve. Valve requirements are not enforced unless the branch line serves more than one parcel or has more than one connected service.
- b) Where no water line intersections are existing, a main line valve shall be installed at every 100 feet per 1 inch diameter main up to a maximum distance of 2000 feet between valves.
- c) Valves shall be properly located, operable and at the correct elevation. The maximum depth of the valve nut shall be 5 feet without an extension kit. When valve extension kits are used, they must be manufactured by the same company which manufactured the valve.
- d) Valves shall be set at locations shown on the plans with care being taken to support the valve properly and to accurately position the valve box over the operating nut of the valve. When valves are located in street right-of-way, but out of pavement, the boxes shall be adjusted to finish grade and a concrete collar 2-feet square and 6-inches thick shall be poured around the box ½-inch from the top of the casting, in lieu of the poured in place concrete a pre-cast concrete collar may be used such as manufactured by Brooks, Inc. or Buckhorn Products. Valve boxes located in the pavement shall be set flush with the current pavement. If the pavement requires a future final lift, the valve

boxes shall be adjusted no more than 60 days prior to completion of the final lift. Stem extensions are allowed so that nut is within 30" of final grade.

When valves are located outside of street right-of-way, the boxes shall be adjusted 6 inches above the finished grade, and a concrete collar 2-feet square and 6-inches thick shall be poured around the casting or approved concrete donut with marker. ARV's must be located at high points with positive slope on the line to the ARV in both directions.

2. Combination Air Valves

- a) Combination air valves shall be provided to purge air from the system at startup, vent small pockets of air while the system is being pressurized and running, and prevent critical vacuum conditions during draining. Combination air valves rated for potable water use shall be installed at all high points of water lines 8 inches in diameter or larger and at other locations such as major changes in grade as directed by the Town. A high point shall be determined as any high location where the difference between the high elevation and adjacent low elevation exceeds 10-ft, unless otherwise determined by the Director of Water Resources based on special circumstances.

All combination air valves shall be provided in conformance with AWWA C-512. The water main shall be installed at a grade which will allow the air to migrate to a high point where the air can be released through an air valve. A minimum pipe slope of 1 foot in 500 feet should be maintained.

- b) The combination air valve shall be sized by the Engineer, and approved by the Town. Combination air valves shall be of the single housing style with Type 304 or 316 stainless steel body that combines the operation of both an air/vacuum and air release valve. The valve shall be rated for minimum 230 PSI working pressure. The combination air valve shall be provided with cylindrical shaped floats and anti-shock orifice made of high density polyethylene. Combination air valves with spherical floats shall not be accepted. All combination air valves shall be installed in accordance with the Details.
- c) 2 inch combination air valves shall be installed in a standard 4-foot diameter eccentric manhole. The 2 inch valve shall have a 2 inch male NPT inlet. Connection to the main shall be with a saddle tap in the same sizing as the combination air valve assembly and isolated with a gate valve also of the same size. The isolation gate valve shall be provided with NPT threads and connected with "no lead" brass (meeting UNS C89833 as per ASTM B584) or bronze piping. Brass or bronze ball valves may be used in lieu of gate valves for 2-inch installations. The isolation valve shall be rated for 200-psi service or greater.

- d) Combination air valves 3-inches and greater shall be installed in a flat top manhole sized according to the water main diameter. Mains less than or equal to 20" shall utilize a 5 foot diameter manhole and larger mains shall utilize a minimum 6 foot diameter manhole. All connections shall be by flange joints. Connection to the main shall be by an MJ x FLG tee with the branch diameter equal to at least half of the main diameter. If needed due to larger diameters, a flanged reducer shall be provided prior to the flanged gate valve sized equally to the flanged combination air valve.

Precast concrete manholes shall meet the requirements of the Standard Details.

3. Gate Valves, Less than 4-inches for Blowoff Assemblies

Gate valves for blowoff installations sized smaller than 4-inches, shall be resilient seated wedge type with a non-rising stem and a 2 inch operating nut in compliance with AWWA C509. The smaller diameter gate valves shall be provided with triple O-ring seals and threaded end connections in compliance with ANSI B2.1. Gate valves smaller than 2-inches shall be identified "no lead" and consist of brass components designated under UNS C89833 as per ASTM B584. The small diameter gate valves shall be rated for a minimum pressure rating of 200-psi.

4. Gate Valves, 6-inches to 12-inches

All valves for potable water applications, 6-inches in diameter to 12-inches in diameter shall be resilient seated wedge gate valves in conformance with the requirements of AWWA C509, (grey or ductile iron body) or AWWA C515, (reduced wall ductile iron body). All coating materials used in the construction of gate valves for potable water applications must comply with NSF 61 to assure lead free construction. All gate valves shall be designed for a working pressure of 250-psi with a minimum UL listing and FM approval rating of 200-psi. Gate valves shall be fusion bonded epoxy (FBE) coated both interior and exterior at a minimum of 10-mils and the FBE coating shall be provided in conformance with AWWA C550. All gate valves shall be assembled with stainless steel bolts.

All gate valves 6-inches in diameter to 12-inches in diameter shall be installed in the vertical position and shall be provided with mechanical joint fittings. Gate valves shall be restrained by wedge action retainer glands or other approved manufacturer provided restraining systems. All gate valves shall open left with a non-rising stem (NRS) and be provided with a 2-inch square operating nut. All gate valves shall be constructed with triple o-ring seals in which 2 o-rings are located above the thrust collar and 1 o-ring is located below the thrust collar. The two upper o-rings shall be replaceable with the valve fully open and subjected to full rated working pressure.

The gate valve wedge shall be fully encapsulated in rubber. All valves shall be rated for bi-directional flow. All sealing gaskets shall be made of EPDM rubber materials.

Valves shall be Mueller or approved equal.

5. Gate Valves, 14-inches through 48-inches

Gate valves 14-inches through 48-inches shall be resilient seated wedge gate valves in conformance with the requirements of AWWA C515, (reduced wall ductile iron body) and shall comply with all Specifications outlined for gate valves 6 through 12 inches. Gate valves installed vertically shall be provided with a minimum of 2-ft of overhead clearance between the top of the operator nut and the finished grade. All gate valves 18-inches and greater shall be provided with a geared actuator. Vertical gate valve installations shall have spur gear actuators and horizontal installations shall have bevel gears.

Gate valves 18 inches in diameter shall be provided with a gear operator at a minimum 2:1 ratio and larger valves through 24-inches shall be provided with a gear operator at a minimum 3:1 ratio.

Gate valves installed in a horizontal position shall only be provided as permitted by the Director of Water Resources for special circumstances where vertical alignment is not possible. All horizontal gate valves shall meet or exceed the Specifications outlined herein for vertical gate valves including the 250-psi pressure rating. All horizontal gate valves shall be equipped with bevel gears resulting in a minimum 4:1 turn ratio for valves 30 through 48-inches in diameter.

Valves shall be Mueller or approved equal.

6. Butterfly Valves: Butterfly Valves shall not be used in the Town of Apex water system unless permitted by the Director of Water Resources in unique cases where a gate valve cannot be installed. All butterfly valves shall meet the requirements of AWWA C504 with mechanical joints, 2 inch open left operating nut. Valves greater than 12-inches shall be installed in a manhole with the 2-inch nut accessible from above grade. Valves designated by the Town to potentially have a remote actuator shall also be installed in a manhole regardless of size. All butterfly valves shall be rated for a working pressure of 200-psi or greater. Butterfly valves shall be provided with a fusion bonded epoxy coating on both interior and exterior surfaces at a minimum of 10-mils with an NSF 61 approved epoxy. All rubber seals and gaskets shall be made of EPDM rubber.

7. Insertion Valves: Insertion valves shall only be used as permitted by the Water Resources Department. Insertion valves shall meet the requirements of AWWA C515, seat on the valve body and be rated for a working pressure of 250-psi or greater. All insertion valves shall be made of ductile iron in conformance with

ASTM A-536 Grade 65-45-12 and epoxy coated at a minimum of 10-mils. Insertion valves are available for pipe sizes through 12-inches in diameter. In cases where insertion valves are being installed to shut down water to a work zone area, the insertion valve shall be located a minimum of 100-ft from the work zone or greater as determined by the Engineer of Record to assure the insertion valve can safely operate as a dead end without dislodging from the pipeline or otherwise causing the existing pipeline to shift.

8. Valve boxes

- a) Valve Boxes shall be cast iron, screw type, with a 5 inch opening and "water" stamped on the cover. The cover shall be 6-inches in depth. All valve box assemblies and covers shall be cast from Class 35 gray iron and domestically made and manufactured in the USA. Boxes shall be painted prior to shipment with a coat of protecting asphaltic paint.
- b) Valve box ring adjustments will not be allowed. The valve box shall be centered over the wrench nut and seated on compacted backfill without touching the valve assembly. All valve boxes in pavement shall be flush with the top of the pavement or flush with the finished grade. Outside of paved areas precast concrete valve box encasements or a trowel finished 2' x 2' x 6" pad of 3000-psi concrete may be used for valve box encasement provided the assembly is buried flush with the surface grade and compacted properly to prevent movement of the precast encasement.

9. Actuators: All valves shall be provided with standard 2-inch operating nuts. Unless otherwise specified, the direction of rotation to open the valves shall be to the left, (counterclockwise), when viewed from the top. Each valve body or actuator shall have cast thereon the word "OPEN" and an arrow indicating the direction to open.

B. Appurtenances

1. Blowoffs:

- a) Blowoffs shall be the same size as the water main installed on and installed at the end of all dead-end water lines.
- b) Blowoff Assemblies shall be constructed as shown in the Details. The valves shall be gate type with a non-rising stem and a 2 inch operating nut, O-ring seals and screwed ends. A full size gate valve is required on water mains that are planned to be extended.

2. Reaction Blocking: Material for reaction blocking shall be 3000 psi concrete, poured in place. The reaction areas are shown in the Details. A minimum 6 mil plastic shall cover the fitting to ensure that no concrete will interfere with removal

of the fitting. Blocking shall be installed in addition to pipe restraint. Blocking shall be installed against solid, undisturbed earth.

3. Rodding: All rodding shall be constructed with type 304 stainless steel rods at the number and sizing specified in the following table. Rod coupling shall not be allowed. All hardware shall also be stainless steel type 304.

Stainless Steel Rod Requirements are as follows:

6-inch branch	2, ¾-inch stainless steel rods
8-inch branch	4, ¾-inch stainless steel rods
12-inch branch	6, ¾-inch stainless steel rods
16-inch branch	8, ¾-inch stainless steel rods

4. Wedge Action Retainer Glands:

All wedge action retainer glands shall be manufactured as a one piece retainer gland for use with mechanical joints and shall be rated to provide restraint up to 350-psi pressure rating for sizes through 16-inches. For sizing above 16-inches, the wedge action retainer gland shall be rated to provide restraint up to 250-psi. Approved wedge action retainer glands shall be made of ductile iron, coated with a manufacturer applied epoxy coating or polyester powder coating.

In cases where wedge action retainer glands are approved for pipe restraint of fire hydrant supply lines or other applications, the entire hydrant supply line shall be restrained.

Wedge action retainer gland connections to push on pipe are not approved.

5. Sampling Stations:

Sampling Stations shall be provided at all new residential and commercial development areas at the rate of 1 sampling station per development complex consisting of at least 200-homes or 1- per 10 acre or greater commercial complex or 1 per institutional facility with more than 100,000 square feet or as otherwise required by the Director of Water Resources. Padlocks for sampling stations shall be provided by the Town of Apex Public Works Dept. The sampling station requirement may be waived in cases where area sampling is already deemed sufficient by the Town.

Sampling stations shall be provided as a self-contained manufactured assembly with locking aluminum housing, copper drainage tube and unthreaded spigot.

6. Gaskets for Contaminated Installations

- a) Installation within contaminated areas should be avoided. If not possible or practical, and with prior approval from the Water Resources Director, water mains may be installed within some areas of contamination.

- b) The common type of gasket used for DIP is made of a synthetic rubber, which is a copolymer of styrene and butadiene (SBR). It is generally suitable for applications in fresh water, salt water and sanitary sewage environments. All gaskets for DIP shall meet the minimum requirements of AWWA C111/A21.11. Gaskets for all PVC sewer pipes shall meet the requirements of ASTM F477.
- c) Nitrile (NBR) or Buna-N gasket is another type of gasket made of synthetic rubber, which is a copolymer of butadiene and acrylonitrile. In general, this type of synthetic rubber has good resistance to refined petroleum products like gasoline, kerosene, jet fuel and lubricating oils. It may not be effective for use with aromatic hydrocarbons like benzene and toluene or chlorinated hydrocarbons like chloromethane and chlorobenzene.

7. Polyethylene Wrapping

When soils and/or field conditions require polyethylene wrapping of water mains, wrap shall be provided and installed in accordance with ANSI/AWWA C105/A21.5. When installed with restrained joint pipe, calculations for length of restrain must factor in the use of wrapping.

8. Marker Posts

Water main shall be marked with a plastic marker at every valve, every horizontal fitting, and spaced every 1,000 feet along the water main. The post shall have a minimum diameter of four inches and a minimum bury of thirty inches with a minimum of four feet exposed. The exposed portion shall be painted blue and label "Apex Water". Marker posts shall be installed through easements, all non-residential areas, and as directed by the Water Resources Director. Valves shall have marker posts only when they are installed outside of paved areas.

604 Water Main Taps and Services

A. Design

1. Individual water services shall be provided from the main to each water meter for single family residences in accordance with the Details. Gang meters are prohibited, with exception to installations at apartment buildings or multiple commercial units within a single building where metering individual dwelling units may be impractical. All connections shall be made by wet taps. Service connections shall be made perpendicular to the main and shall run straight to the meter. Any deviation from this standard must be approved by the Water Resources Director prior to implementing the change.

2. All water service lines shall be installed with a minimum depth of cover of 24-inches or greater.
3. All water meter boxes and vaults shall be located at the edge of the serviced lot's right of way or easement. Water meter boxes shall not be placed in streets, sidewalks, parking areas or obstructed by fencing or buildings. A 5-foot clear zone easement shall be maintained around meter boxes and vaults.
4. Provisions for backflow prevention shall be in accordance with existing Town standards and specifications as well as the NC Plumbing Code.
5. The water meter shall be sized based on water demand. All water service lines shall be minimum 3/4 inch diameter. Multiple branches up to a maximum of 2 potable water services per multiple branch assembly for a single residential use shall be sized by the Engineer of Record in accordance with AWWA M22, but shall not be less than 1.5-inches in diameter.
6. Service taps to new water lines shall be made by the Contractor/Developer in accordance with the Specifications after obtaining applicable permits and paying applicable fees.
7. No taps shall be made within 3-feet of the bell or spigot end of the pipe or within 20 feet of a dead end.
8. Water service supply lines shall be continuous from the water main to the meter, no connections or joints are allowed, for services up to and including 2-inch. No services shall be tapped on water transmission mains.
9. Multiple meters on branched services are acceptable for multi-family projects. Multiple meters and water services greater than 3/4" in size used in gang meter installations shall require design calculations certified by a professional engineer licensed in North Carolina and submitted to the Town prior to construction approval.

All multiple meter installations shall conform to the Standard Detail and shall contain a curb stop on the feeder line. The curb stop shall be buried and shall be equipped with a curb box.

10. Meter installation - The Town of Apex shall provide and install (3/4" – 2") water meters subject to the following conditions:
 - The Town has received a copy of the waterline purity test results and the Engineer' certification.
 - The Developer (or property owner) has paid all acreage fees.
 - The Developer (or property owner) has paid prescribed meter fee.
 - The Developer has installed all specified improvements or guaranteed their installation as prescribed in the Town Code.

11. No services shall be made directly to water mains that are 18" or larger. These connections must utilize a cut-in tee and appropriate reducers/fittings.
12. Service connections larger than 2" shall be made by means of a tapping sleeve and valve or cut in tee.
13. All new water services shall be equipped with a dual check valve which shall be located immediately downstream of the meter.
14. All meters shall register in gallons.
15. Multiple meters may be installed in accordance with the Standard Detail.
16. Taps shall be made only on lines under pressure, and after mains have been tested and chlorinated. No taps on dry lines shall be allowed.
17. Taps shall be made in accordance with the Standard Detail and shall be a continuous run from the main line to the metering point without intermediate connections and/or joints.
18. Each service shall be flushed and disinfected after installation, abiding to the same requirements as water mains.
19. There shall be no size-on-size taps allowed. All taps must be at least one size smaller than the main being tapped.

B. Materials

1. Full Body Tapping Sleeves: Mechanical Joint tapping sleeves shall be fabricated of ductile iron construction in a two-piece assembly with mechanical joint connections to the main line and flanged connection to the tapping valve. All MJ tapping sleeves shall be rated for a working pressure of 200-psi or greater and provided with a 3/4-inch test plug for testing. All tapping sleeves shall be hydrostatically tested up to 200-psi before a tap is made. Tapping sleeves shall not be air tested.

All mechanical joint tapping sleeves shall be manufacturer fabricated and approved for installation on the specific main line pipe material, whether ductile iron, plastic, cast iron or asbestos cement.

Full body tapping sleeves must be used when the main line is greater than 24-inches. Tapping sleeves fabricated of carbon steel in a two-piece assembly with mechanical joint connections to the main line and flanged connection to the tapping valve will be considered for approval on a case by case basis for mains that are greater than 24-inches. Carbon steel sleeves should be rated for a working

pressure of 250-psi or greater and be provided with a ¾-inch test plug. A fusion bonded epoxy coating shall be applied to all carbon steel sleeves.

2. Stainless Steel Tapping Sleeves, 6-inch through 12-inch main lines:

Stainless steel tapping sleeves may be used in lieu of mechanical joint tapping sleeves for ductile iron or asbestos cement water mains through 12-inches in diameter with branch sizing as shown in the following table. All stainless steel tapping sleeves shall be manufactured in conformance with AWWA C223. All stainless steel tapping sleeves shall have a stainless steel flange and be provided in a two piece assembly with a full circumferential gasket with tabbed gasket holding assembly and ¾-inch test plug. The back band shall be a minimum 14 gauge stainless steel and the front band (where the outlet is located) shall be a minimum 12 gauge stainless steel. The bolt bars shall be a minimum 7 gauge stainless steel. All stainless steel tapping sleeves shall be manufacturer rated for a working pressure of 200-psi or greater and hydrostatically tested to 200-psi before a tap is made. Stainless steel tapping sleeves shall not be air tested.

Stainless Steel Tapping Sleeve Sizes Allowed

Nominal Main Size (inches)	Nominal Branch Size (inches)
6	4
8	4
10	4
10	6
12	4
12	6
12	8

3. Stainless Steel Tapping Sleeves, 14-inch through 24-inch main lines:

For larger diameter water mains, stainless steel tapping sleeves approved by the Town may be used in lieu of a mechanical joint tapping sleeve for cases where the branch line is 50% or less in diameter than the main line diameter. All of the previous Specifications described for tapping sleeves from 6 to 12 inches shall be met for stainless steel tapping sleeves for larger diameter water mains. Additionally, the outlet band for stainless steel tapping sleeves 14-inches through 24-inches shall be a minimum 7 gauge stainless steel. The back half of the sleeve shall be a minimum 12 gauge stainless steel.

4. Tapping Saddles, 14-inch through 24-inch main lines:

Tapping Saddles may be used in lieu of mechanical joint tapping sleeves to tap mains 14 inches through 24-inches when the branch line is 50% or less in diameter than the main line diameter. Saddles shall be made of ductile iron providing a factor of safety of 2.5 with a working pressure of 250-psi. Saddles shall be equipped with an AWWA C110 flange connection on the branch. Sealing gaskets

shall be O-ring type, high quality molded rubber having an approximate 70 durometer hardness, placed into a groove on the curved surface of the saddles. Straps shall be alloy steel. The minimum strap count for branch sizing from 4-12 inches is shown below.

Strap Requirements for Tapping Saddles

Nominal Saddle Outlet (inches)	Number of Straps
6	3
8	4
12	7

5. Corporation Stops:

- a) Corporation Stops shall be ball type, made of “no lead” brass (meeting UNS C89833 as per ASTM B584). Corp stops shall be complete with a compression coupling and AWWA Standard threads as per AWWA C800. Taps shall be located at 10:00 or 2:00 o'clock on the circumference of the pipe. Service taps shall be staggered alternating from one side of the water main to the other and at least 12 inches apart. The taps must be a minimum of 24 inches apart if they are on the same side of the pipe. All corporation stops shall be rated for a working pressure of 300-psi.
- b) No burned taps will be allowed and each corporation stop will be wrapped with Teflon tape for ductile iron pipe water mains. No taps are allowed on a fire hydrant line. No tapping shall be made where rodding is placed.

6. Service Saddles:

Service Saddles shall be used for service taps larger than 1-inch on all ductile iron water mains 14-inches and greater, or when direct taps cannot be made. Service saddles shall also be used for all taps on existing water mains other than ductile iron, such as asbestos cement, PVC, etc. Service Saddles shall be provided with brass body and fasteners (85-5-5-5 waterworks brass or “no lead” brass meeting UNS C89833 as per ASTM B584) conforming to AWWA C800 and double straps made of silicon bronze conforming to ASTM A98 and factory installed grade 60 rubber gaskets. Service saddles shall be provided with AWWA standard threads per AWWA C800.

7. Copper Service Tubing: Copper service tubing shall be type K soft copper tubing per ASTM B88. No union shall be used in the installation of the service connection of 100-feet or less. Service lines more than 100 feet shall use a three (3) piece compression coupling. Only one (1) compression coupling shall be used for each 100 feet or fraction thereof.

8. Meter boxes for ¾ and 1 inch services: ¾ and 1-inch meter boxes shall be high density polyethylene (black). Meter boxes shall provide a cover opening of at least 7.5 X 13 inches and boxes shall measure at least 18 inches in depth. Lids may be designed with an internal housing for the ERT device, or with mounting bracket. They shall also be lockable. Lids shall be provided with a 2 inch (maximum) diameter hole to accommodate a transmitter. All meter boxes and lids shall be installed as shown in the Details and shall meet AASHTO HS20 load bearing capacity.

Meter boxes shall have 45 degree compression connections outside the box on the inlet side. There shall be a lockable ball valve inside the box on both the inlet and outlet which shall be permanently affixed to ensure proper spacing and alignment for the meter. Meter boxes shall also be provided with an ASSE 1024 approved inline, dual check valve located behind the meter. For boxes not utilizing a 1 inch meter, adapters shall be provided to accommodate a 5/8 x 3/4 inch meter. All fittings and connections shall be “no lead” brass conforming to UNS C89833 as per ASTM B584.

A “no lead” brass curb stop with compression connections shall be installed within 2 feet of the inlet connection. The curb stop may be buried without a box above it.

One 2 inch or 6 inch grade adjuster may be used when needed to meet final grade, however, no grade adjusters are permitted on new construction projects. Grade adjusters shall be cast iron. Grade adjuster and box shall be by the same manufacturer.

9. 1 ½ and 2 inch Water Services: 1 ½” and 2” meter boxes shall be concrete or light weight polymer concrete as indicated in the Standard Details. Meter boxes for 1 ½ and 2 inch water services shall provide a cover opening of 24 X 36 inches and boxes shall measure at least 30-inches in depth and provided in straight wall arrangement. Standard meter box covers shall bolt down to the box, and all polymer cement covers shall be provided in solid configuration with a 2 inch diameter transmitter hole, and with the words, “Water Meter” cast into the lid. The meter box covers shall be provided with 2 stainless steel bolts in penta head configuration for security. To ensure positive discharge, the box should be tied into the existing storm drain system, or shall have an open bottom to allow drainage through a 6-inch stone base. All meter box covers for potable water service shall be provided in standard concrete gray or black color.

Custom setter piping and fittings for 1 ½ and 2 inch water meters shall be constructed from “no lead” brass (meeting UNS C89833 as per ASTM B584) and copper tubing and shall be equipped with a lockable by-pass flanged ball valve and flanged angle meter ball valves. All applications shall have a separate above ground backflow preventer.

10. Water services greater than 2-inches: Water services greater than 2-inches shall have the meter and bypass line located within a precast concrete vault. All piping and valves shall have flanged connections. There shall be isolation gate valves on both sides of the meter as well as one on the bypass line. Gate valves within the vault shall meet the above requirements of AWWA C509 for non-rising stem gate valves, but shall be provided with hand wheel operators. A standard buried gate valve with 2-inch nut shall be provided between the main and the vault. Link seals shall be used where the pipe enters and exits the vault.
11. Meter Vaults: Meter vaults and access doors shall meet HS-20 loading requirements and shall be located outside of travel areas. Pedestrian rated covers shall not be used regardless of where they are located. The access double doors shall be aluminum with a flush drop lift handle, stainless steel hinges and bolts, a stainless steel slam lock, an automatic hold open arm, and compression springs to allow for easy opening. Vaults shall be approximately 9-feet by 12-feet. To ensure positive drainage, the vault shall be tied into the existing storm drainage system. If positive drainage is unobtainable, a sump pump shall be located and operated in the vault.

605 Irrigation Systems

1. All irrigation systems shall be provided with privately maintained lead free reduced pressure principle backflow prevention installed in accordance with the NC Plumbing Code and the Foundation for Cross Connection Control and Hydraulic Research. Reduced pressure zone backflow preventers shall be installed above ground in an insulated box as shown by the details.
2. All irrigation systems within public street right of way require an encroachment agreement from the Town or NCDOT prior to installation. Plans designating the location, size, material, and depth shall be submitted with the agreement application to the Inspection & Permits Department. If there is an approved site plan, it shall be referenced with the encroachment submittal to the State.
3. Pipe material for the mainline proposed to be used within the public right of way shall be Schedule 40 PVC or greater. A distance of at least 3-feet shall be provided from the back of curb or edge of asphalt in a ditch section. A minimum depth of 2-feet of cover shall be provided and all heads shall spray away from the street.
4. All street crossings of irrigation systems shall be encased in ductile iron or steel conduit. Irrigation systems installed in the medians of Town maintained roadways must also have French drains installed behind the curb and gutter which are piped to a storm system.
5. There shall be no interconnections between the Town's water system and any private water sources (wells).

606 Testing and Inspections

A. General

1. All materials must be approved by the Infrastructure Inspector prior to installation. Materials rejected by the Infrastructure Inspector shall be immediately removed from the job site.
2. The Contractor shall furnish all materials, labor, and equipment to perform all testing and inspections to the satisfaction of the Infrastructure Inspector or Water Quality representative. The Town shall provide water for testing purposes on water mains in accordance with Town Standard Procedure 4, Control and Monitoring of Water System Flow Activity.

B. Testing

1. Pigging of Water Mains
 - a) All new water mains shall be pigged as a part of the testing procedure. Pigging shall take place at the conclusion of pipe installation utilizing the initial water fill or loading of the pipe. Pigging shall take place prior to any introduction of chlorine solution to the pipe. The Contractor shall use a 5 pounds/cubic foot density polyethylene pig and shall write their company name and the street name where the work is taking place in a permanent manor on the pig. A minimum velocity of 2 feet per second shall be maintained during pigging operations. In larger water mains, a swab may be utilized with prior approval from the Water Resources Director.
2. Hydrostatic Testing
 - a) No valve in the Town water system shall be operated without authorization in accordance with the Town and by a Town employee. Advance notice of at least 24 hours shall be provided prior to testing. A section of line that is to be hydrostatically tested, shall be slowly filled with water at a rate which will allow complete evacuation of air from the line. Hand pumps shall not be used for the pressure testing of water mains. Taps used for testing purposes shall be removed after testing and repaired using a "no lead" brass plug.
 - b) When filling the pipeline, it is very important to fill the line slowly to avoid undue impacts associated with surge and to allow air to evacuate the pipeline. After all air has been expelled from the water main, the line shall be tested to a pressure of 200 psi as measured at the lowest elevation of the line for a duration of 2 hours. The testing period shall not commence until all air has been evacuated and the pressure has stabilized. The pressure gauge used in the hydrostatic test shall be calibrated in increments of 20-psi or less. The pressure gauge shall be liquid-filled and indexed for an operating range of 300-psi or

less with a minimum dial size of 4 inches. At the end of the test period, the leakage shall be measured with an accurate water meter.

- c) No leakage shall be allowed. If leakage is present, repair of the water main and additional testing shall be conducted until the standards are met.
- d) Once testing and sampling have been completed, Contractor shall verify with Town that all valves have been opened.

3. Disinfection

- a) All additions or replacements to the water system shall be disinfected with chlorine in conformance with AWWA C651 before being placed in service under the supervision of the Town's Infrastructure Inspector in the following manner:
 - 1) Taps shall be made at the control valve at the upstream end of the line and at all extremities of the line including valves.
 - 2) A solution of water containing 70% High Test Hypochlorite (HTH) available chlorine shall be introduced into the line by regulated pumping at the control-valve tap. The solution shall be of such a concentration that the line shall have a uniform concentration of not less than 50-ppm and not more than 100-ppm total chlorine immediately after chlorination. The chart below shows the required quantity of 70% HTH compound to be contained in solution in each 1000 feet section of line to produce the desired concentration from 50-ppm to 100 ppm.

Required Hypochlorite Concentration

Pipe Size (inches)	Pounds of High Test Hypochlorite (70%) to reach 50-ppm <i>per 1,000 feet of line</i>	Pounds High Test Hypochlorite (70%) to reach 100-ppm <i>per 1000 feet of line</i>
6	0.88	1.76
8	1.56	3.12
10	2.42	4.84
12	3.50	7.00
14	4.76	9.52
16	6.22	12.44
20	9.76	19.52
24	14.00	28.00
30	21.86	43.72
36	31.47	62.94
42	42.85	85.70

- 3) The HTH Solution shall be circulated in the main by opening the control valve and systematically manipulating hydrants and taps at the line extremities. The HTH solution must be pumped in at a constant rate for each discharge rate so a uniform concentration will be produced in mains.
- 4) HTH solution shall remain in lines for no less than 24 hours or as directed by the Town's Infrastructure Inspector.
- 5) Extreme care shall be exercised at all times to prevent the HTH solution from entering existing mains.
- 6) Free residual chlorine after 24 hours shall be at least 10 ppm or the Infrastructure Inspector will require that the lines be re-chlorinated.

4. Flushing

- a) Flushing of lines may only proceed after 24 hours of disinfection contact time and as directed by Town staff, provided the free residual chlorine analysis is satisfactory.
- b) At the completion of disinfection, chlorinated water flushed from the water main shall be disposed of in conformance with all Federal, State and local regulations.
- c) In accordance with all applicable regulations, a neutralizing chemical shall be applied to minimize chlorine residual in the flushing water before discharging from the water main, unless an alternate plan is submitted in writing and approved by the Town.
- d) Water used for disinfection shall be flushed from the water main until the chlorine residual concentration is below 5-ppm before initiating sampling.

5. Bacteriological and Turbidity Sampling

- a) Bacteriological sampling shall be utilized to verify disinfection prior to placing a newly constructed water main in operational service. Bacteriological sampling shall consist of 2 consecutive sets of acceptable samples taken at least 24-hours apart and collected from each 1,200-ft section of water main and all dead ends and branches as outlined by ANSI/AWWA C651.
- b) For the first round of sampling, the requested laboratory analysis shall be specified as follows: "Bacteriological Test and Turbidity." For the second round of testing, the laboratory analysis shall be specified as, "Bacteriological Test Only."

- c) Samples for laboratory analysis shall be collected by a Town Representative after flushing is completed. The Contractor shall set up sampling stations. A Town Seal sticker shall be placed on the sample bottle. The Town is responsible for the delivery of the sample(s) to a testing laboratory certified by the North Carolina Department of Human Resources, Division of Health Services. The testing lab will document the condition of the seal upon receipt. The Town shall furnish the Contractor with a copy of the results prior to tapping any services. All costs for laboratory testing shall be borne by the Contractor. Samples shall be taken at 2000 feet intervals, at the end of the main, at each branch connection, and each side of all cut-in connections.
- d) The laboratory secured for testing shall be certified by the State Laboratory of Public Health. All sample bottles for bacteriological sampling provided by the laboratory shall be sterilized and treated with a dechlorinating agent, such as sodium thiosulfate. Samples for turbidity shall be taken in plain sterilized bottles from the lab, which are separate from the bottles provided for bacteriological testing. The sample bottles shall be provided with tamper proof seals that will be adhered to the bottles by the Town's Infrastructure Inspector. The Infrastructure Inspector shall provide a sample identification number, job title and an identification of Phase 1 or Phase 2 sampling that will be provided on the tamper proof custody seal. The bottles and tamper proof custody seals shall be accompanied by a chain of custody form provided by the certified laboratory conducting the testing. All sample identification numbers, job titles, and Phase 1 or Phase 2 testing identification from the custody seal shall be recorded on the chain of custody forms by the Infrastructure Inspector.
- e) All samples shall be collected in compliance with the sampling protocols provided by the certified laboratory. The samples shall be kept in a cooler provided by the Contractor at approximately 40-degrees Fahrenheit or 4-degrees Celsius and delivered to the certified lab for testing as soon as possible. The time at which the sample is taken shall be recorded on the chain of custody form by the Infrastructure Inspector. Any samples processed at the laboratory more than 30-hours following collection shall be declared invalid, i.e. samples shall be submitted to the lab within 24-hours of collecting them.
- f) All first round samples shall be tested for bacteriological quality and turbidity in accordance with standards established by NCDEQ and AWWA. If turbidity exceeds 1.0 NTU, the sample shall fail and the system shall be re-flushed before initiating a new round of testing.
- g) If the phase 1 sample results for bacteriological quality and turbidity are acceptable, then a second set of samples can be collected at least 24-hours following the first sample collection. No additional flushing other than required to obtain a representative sample will be allowed prior to collecting the second set of samples.

- h) The second set of samples shall be tested for bacteriological quality only. All custody seals and chain of custody forms shall identify the second round samples as "Phase 2" testing to notify the lab that the first set of samples have already been evaluated and received a satisfactory laboratory analysis.
- i) At the completion of sampling, the total chlorine concentration shall be at least 2-mg/L and no higher than 4-mg/L before the system can be made operational.
- j) If three successive test results are unsatisfactory, the Contractor shall immediately re-chlorinate lines and proceed with such measures as are necessary to properly disinfect the lines.
- k) The new water system shall be valved off from the existing system until a satisfactory bacteriological laboratory analysis has been obtained and the Infrastructure Inspector has authorized the use of the new water system.
- l) Water mains shall be placed into service within 72 hours of passing bacteriological analysis requirements. If no activity is anticipated on a water main after it is placed into service, the contractor shall notify the Town's Operations Manager.
- m) If the Inspector or any Town representative does not approve of the sampling location, equipment, or setup then the sample shall not be taken. Contractor shall only take samples when approved by the Inspector or Town Representative.

6. Tracer Wire and Marker Tape Testing

Testing of the tracer wire and tape shall be performed by the Contractor at the completion of the project to assure they are all working properly. It is the Contractor's responsibility to provide the necessary equipment to test the markers. Any defective, missing, or otherwise non-locatable units shall be replaced. The Contractor shall submit a report of all tracer wire and marker tape testing. The Town reserves the right to require a third-party testing company at any time, at the expense of the Contractor.

607 Repair and Abandonment

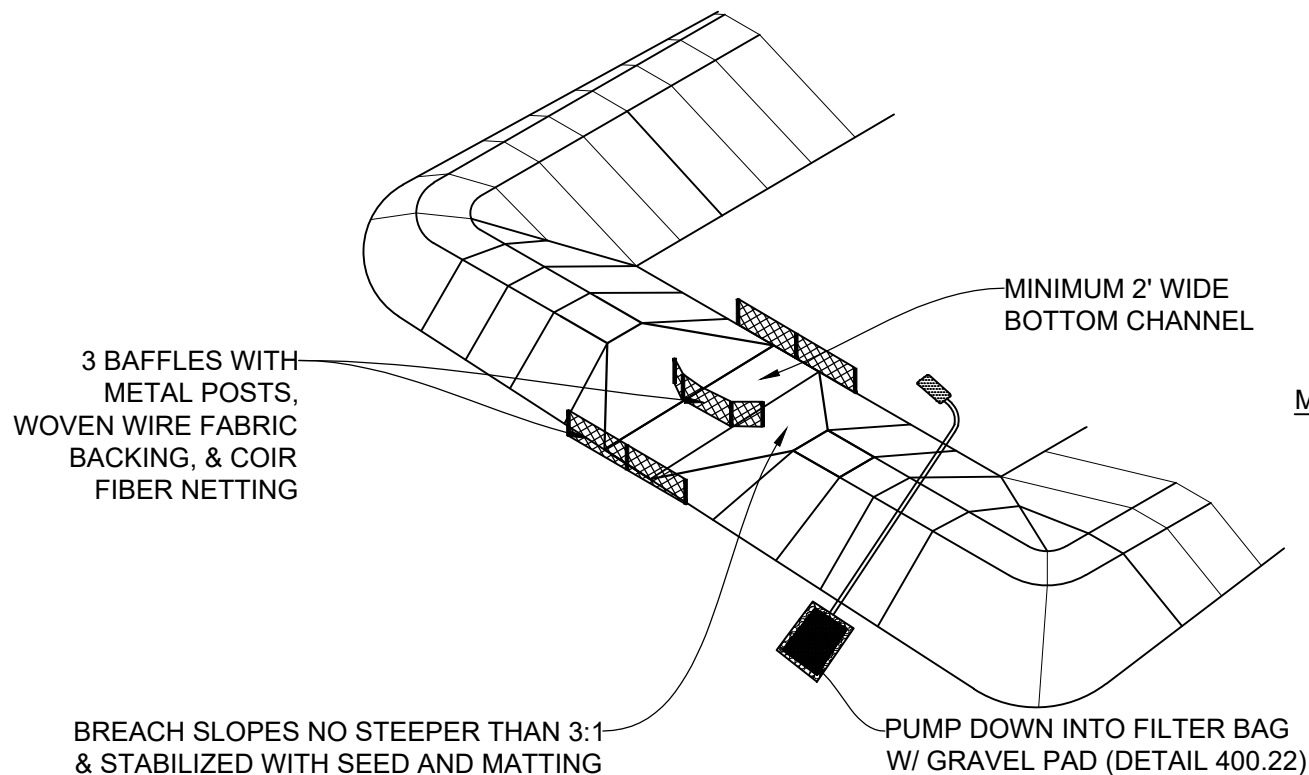
- 1. Joint leaks of Ductile Iron Pipe shall be repaired by using a bell joint leak repair clamp approved by the Town or otherwise replacing the damaged pipe and reconnecting with a mechanical joint sleeve connection.
- 2. Line Breaks or Punctures shall be repaired by a full circle repair clamp as approved by the Town or otherwise replacing the damaged pipe and reconnecting with a mechanical joint sleeve connection.

3. Line Splits or Blow Outs shall be repaired by replacing the damaged section with ductile iron pipe with a restrained sleeve connection at each end.
4. Asbestos Cement Pipe to PVC or Ductile Iron Pipe transitions shall use a Krausz Hymax or Romac Macro HP coupling with different end diameters sized specifically for the pipe materials and pipe outside diameter at each end.
5. All water main point repairs shall be replaced with DIP in accordance with these Specifications and backfilled with crush and run stone compacted to 95% maximum dry density as specified elsewhere in the Standard Specifications.
6. Water Service Line Repairs
 - a) A water service line severed between the water main and the water meter shall be repaired using new type K copper tubing and bronze or “no lead” brass 3 piece compression unions.
 - b) A corporation stop pulled out of a PVC pipe water main shall have a new service saddle and a new “no lead” brass corporation stop installed on the water main.
 - c) A corporation stop pulled out of a ductile iron pipe shall have a full circle repair clamp placed over the old tap hole. A new tap shall be made and a new “no lead” brass corporation stop installed on the water main.
7. Abandonment of Existing Water Mains
 - a) Existing water mains located outside of road sections shall be removed, unless otherwise directed by the Town. All materials and labor shall be provided by the contractor.
 - b) Grout filling and abandoning in place may be allowed with prior approval from the Director of Water Resources.
8. Abandonment of Existing Water Services

Contractors abandoning water services shall remove the entire service stub. When available, a mechanical plug shall be used to abandon the corporation stop. If equipment necessary to plug the main is not available, the corporation stop shall be turned off and capped. A ½” PVC pipe shall extend a minimum of 12” above the capped corporation stop, wrapped at least 3 times with caution tape to identify an abandoned tap. All remaining portions of the service stub shall be removed from the main to the right of way line and shall be disposed of properly.

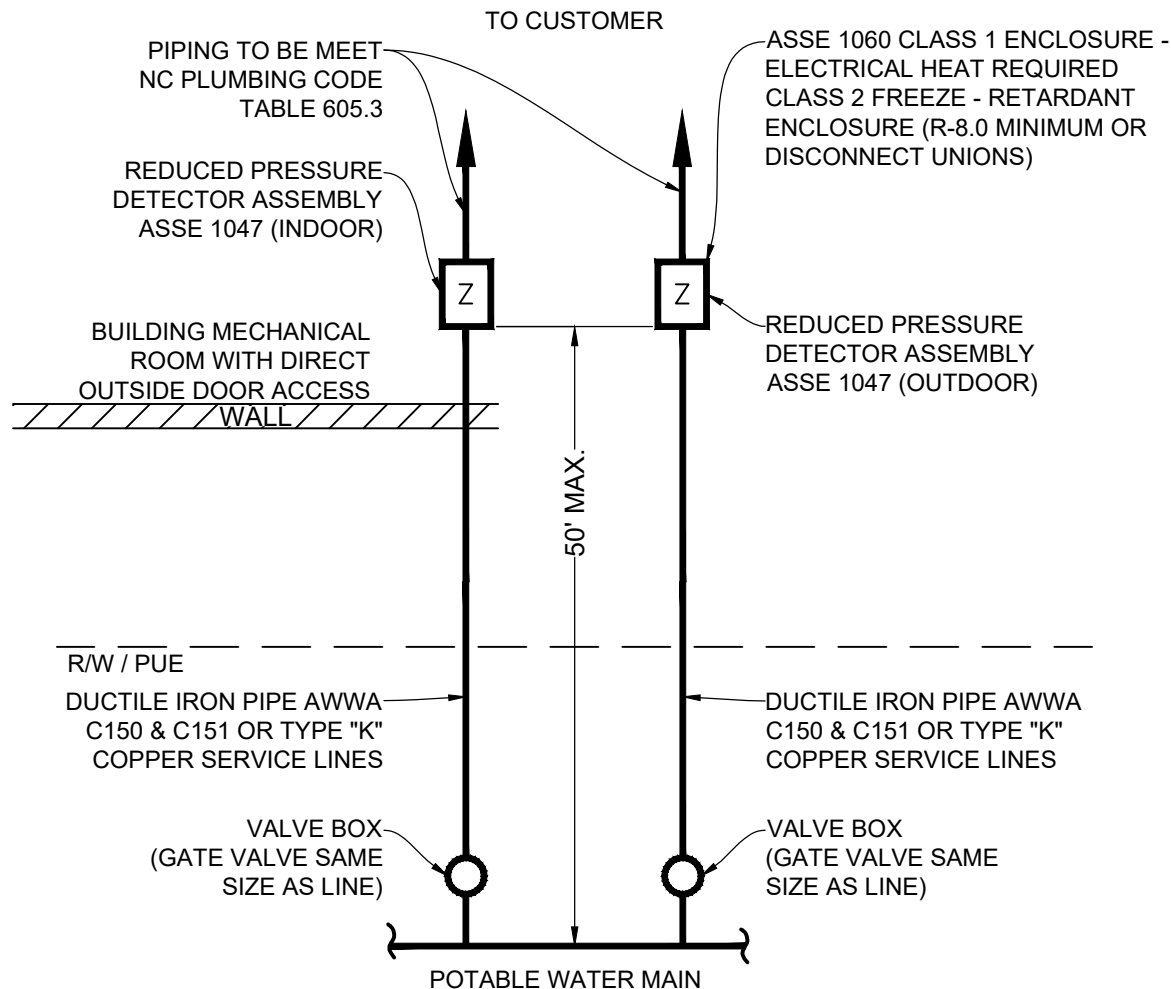
DAM BREACH SEQUENCE:

1. Schedule a preconstruction meeting with Stormwater Engineering at 919-372-7470.
2. Install tree/silt fence or combo fence as shown on the approved plans. Clear only as necessary to install these devices. Coordinate the installation & inspection of the tree/silt fence with the Planning Department Zoning Inspector.
3. Drain water from the pond using pumps or siphoning. Discharged water from the pond shall be to the existing downstream draw or channel. If using a pump to drain, a silt bag will be required.
4. After the pond is sufficiently drained, a site meeting shall be coordinated with Stormwater Engineering staff to determine the exact location for the breach. Extend the breach as low as possible to make sure all of the water from the pond can drain out.
5. Install 3 coir baffles equally spaced as shown across the breach to control sediment from leaving the site. Rip rap is not required but can be used if existing conditions warrant it.
6. Stabilize all denuded areas including the pond bottom, breach, access and stockpile areas with seed & straw. The denuded areas shall establish vegetative cover within 14 days of making the breach.
7. Once full cover is established call Stormwater Engineering at 919-372-7470 for a final inspection & approval to remove tree/silt fence and baffles. The owner is responsible for permanent erosion control maintenance of the site.



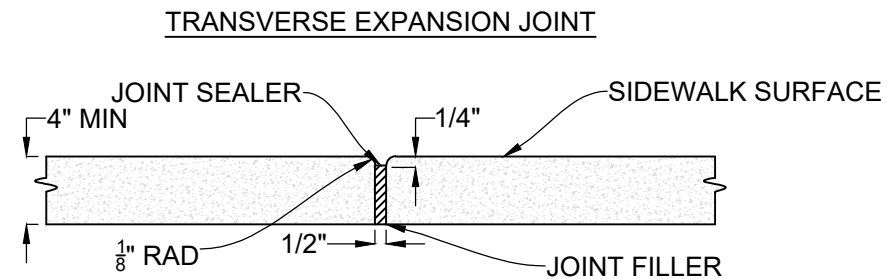
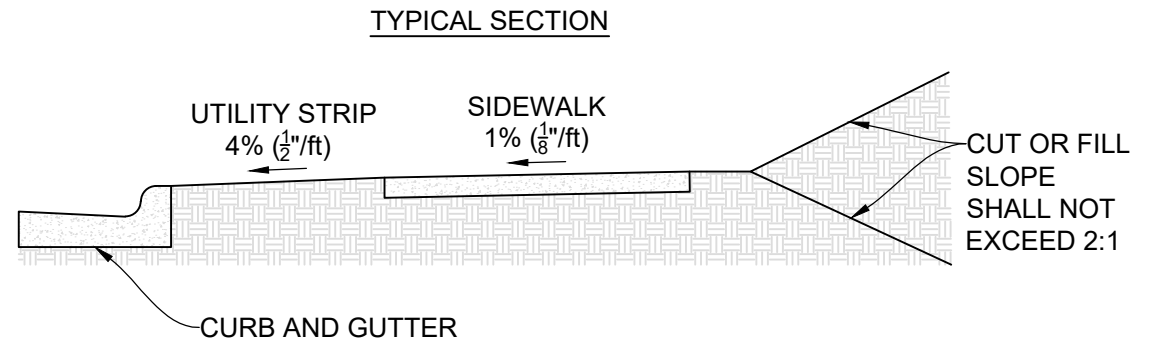
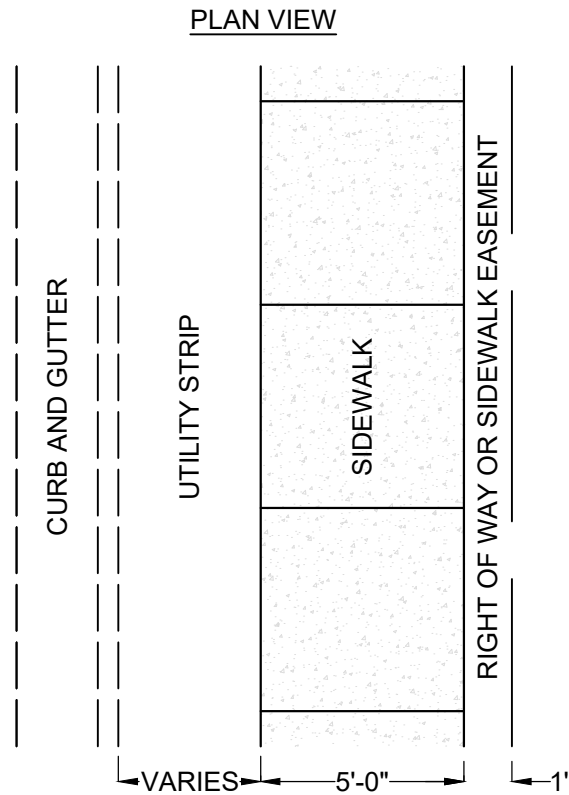
MAINTENANCE:

1. Repair coir baffles as needed to maintain proper function.
2. Restabilize denuded areas as needed to maintain vegetated coverage and stabilization.
3. Maintain dewatering pumps in good working order; and abide by local noise ordinances.



NOTE:

1. REDUCED PRESSURE DETECTOR ASSEMBLY ASSE 1047 SHALL MEET CURRENT TOWN OF APEX CROSS CONNECTION ORDINANCE AND USC CODE.
2. INLET PIPE TO WATER METER SHALL BE SAME SIZE AS OUTLET PIPE BEHIND BACKFLOW PREVENTER.
3. THERE SHALL BE NO TAPS, BYPASS PIPING, HYDRANTS, FIRE DEPT. CONNECTION POINTS OR OTHER WATER-USING APPURTENANCES CONNECTED TO THE SUPPLY LINE BETWEEN ANY WATER METER AND ITS REQUIRED BACKFLOW PREVENTER.
4. EACH BACKFLOW PREVENTER CONNECTED TO TOWN OF APEX WATER SUPPLY (CONTAINMENT) SHALL BE TESTED BY AN APPROVED TESTER BEFORE PLACING THE WATER SYSTEM IN SERVICE AND SHALL BE TESTED ANNUALLY OR AS REQUESTED BY THE TOWN OF APEX.
5. ENCLOSURE SHALL HAVE THE FOLLOWING INFORMATION MARKED:
 - A. NAME OF MANUFACTURER OR TRADE MARK
 - B. MODEL NUMBER
 - C. DATE CODE OR SERIAL NUMBER
 - D. CLASS DESIGNATION AND LOWEST TEMPERATURE RANGE
 - E. ASSE STANDARD #1060
 - F. PHYSICAL ADDRESS
 - G. MARKINGS SHALL BE 6 MM ($\frac{1}{4}$ ") SIZE LETTER HEIGHT AND CAST, ETCHED, STAMPED OR ENGRAVED ON THE ENCLOSURE, OR ON A CORROSION RESISTANT PLATE SECURELY ATTACHED TO THE ENCLOSURE.
 - H. 2" SIZE NUMBERS TO BE PLACED ON THE BACK OF THE COVER FOR EACH BACKFLOW LOCATION (COMMERCIAL ONLY).
6. ALL BACKFLOW PREVENTERS SHALL BE "LEAD FREE".



NOTES:

1. TRANSVERSE EXPANSION JOINTS SHALL BE SPACED 50' MAXIMUM.
2. CONTRACTION JOINTS SHALL BE SPACED 5' MAXIMUM.
3. ALL CONCRETE TO BE FINISHED WITH CURING COMPOUND.
4. ALL CONCRETE SHALL CONFORM TO ALL APPLICABLE REQUIREMENTS OF THE ACI.
5. SIDEWALK EASEMENT REQUIRED WHEN SIDEWALK IS OUTSIDE PUBLIC RIGHT OF WAY.

Original

TOWN OF APEX
STANDARDS

EFFECTIVE: APRIL 12, 2022

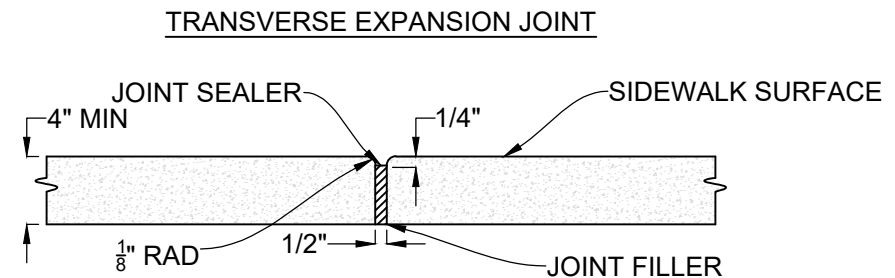
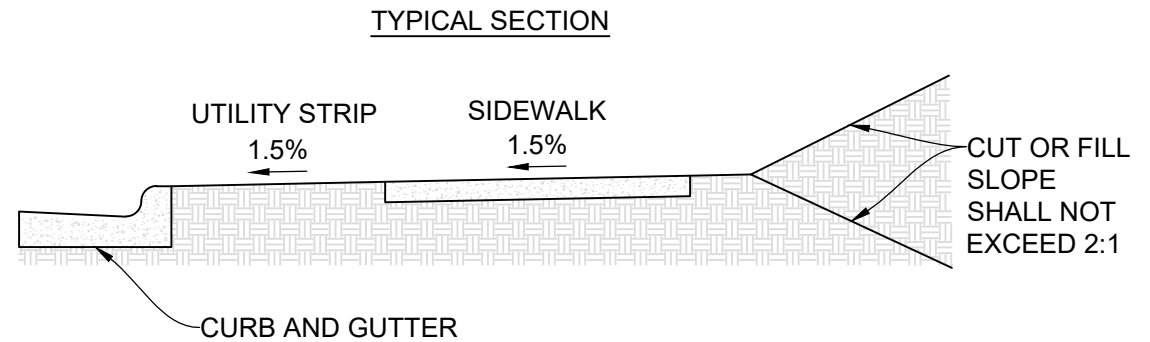
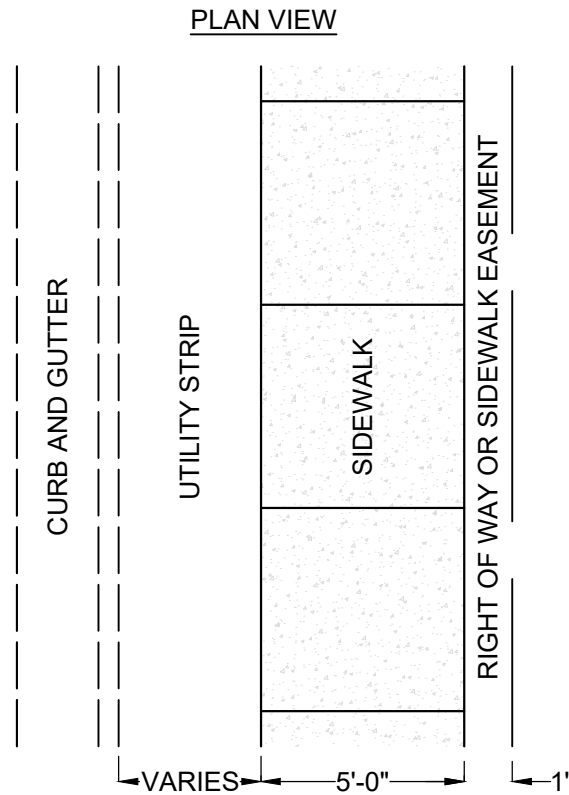
CONCRETE SIDEWALK

- Page 325 -

STD. NO.

300.08

SHEET 1 OF 1



NOTES:

1. TRANSVERSE EXPANSION JOINTS SHALL BE SPACED 50' MAXIMUM.
2. CONTRACTION JOINTS SHALL BE SPACED 5' MAXIMUM.
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5. SIDEWALK EASEMENT REQUIRED WHEN SIDEWALK IS OUTSIDE PUBLIC RIGHT OF WAY.

Revised

TOWN OF APEX
STANDARDS

EFFECTIVE: JUNE 13, 2023

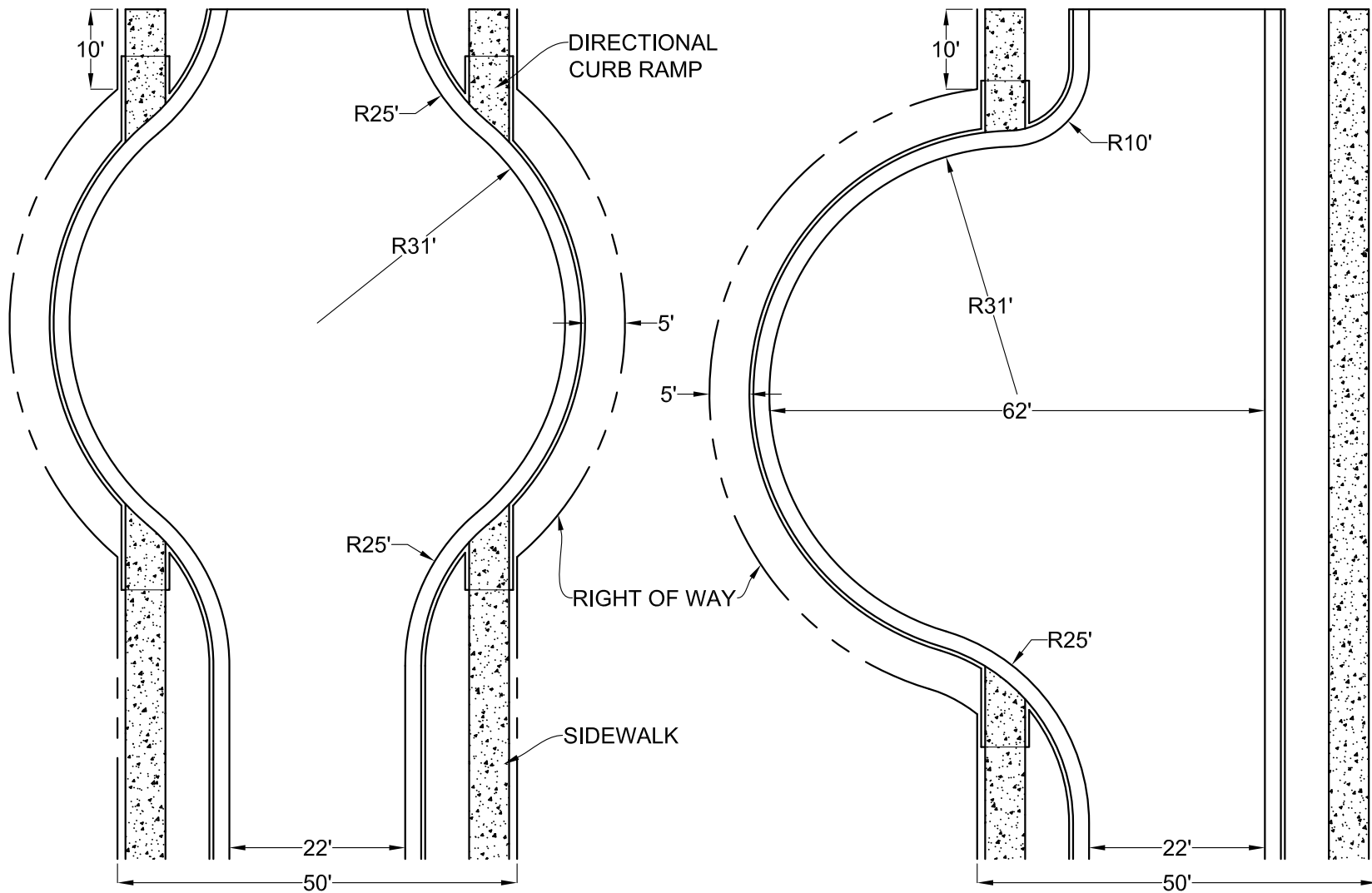
CONCRETE SIDEWALK

- Page 326 -

STD. NO.

300.08

SHEET 1 OF 1



Original

TOWN OF APEX
STANDARDS

EFFECTIVE: JULY 21, 2015

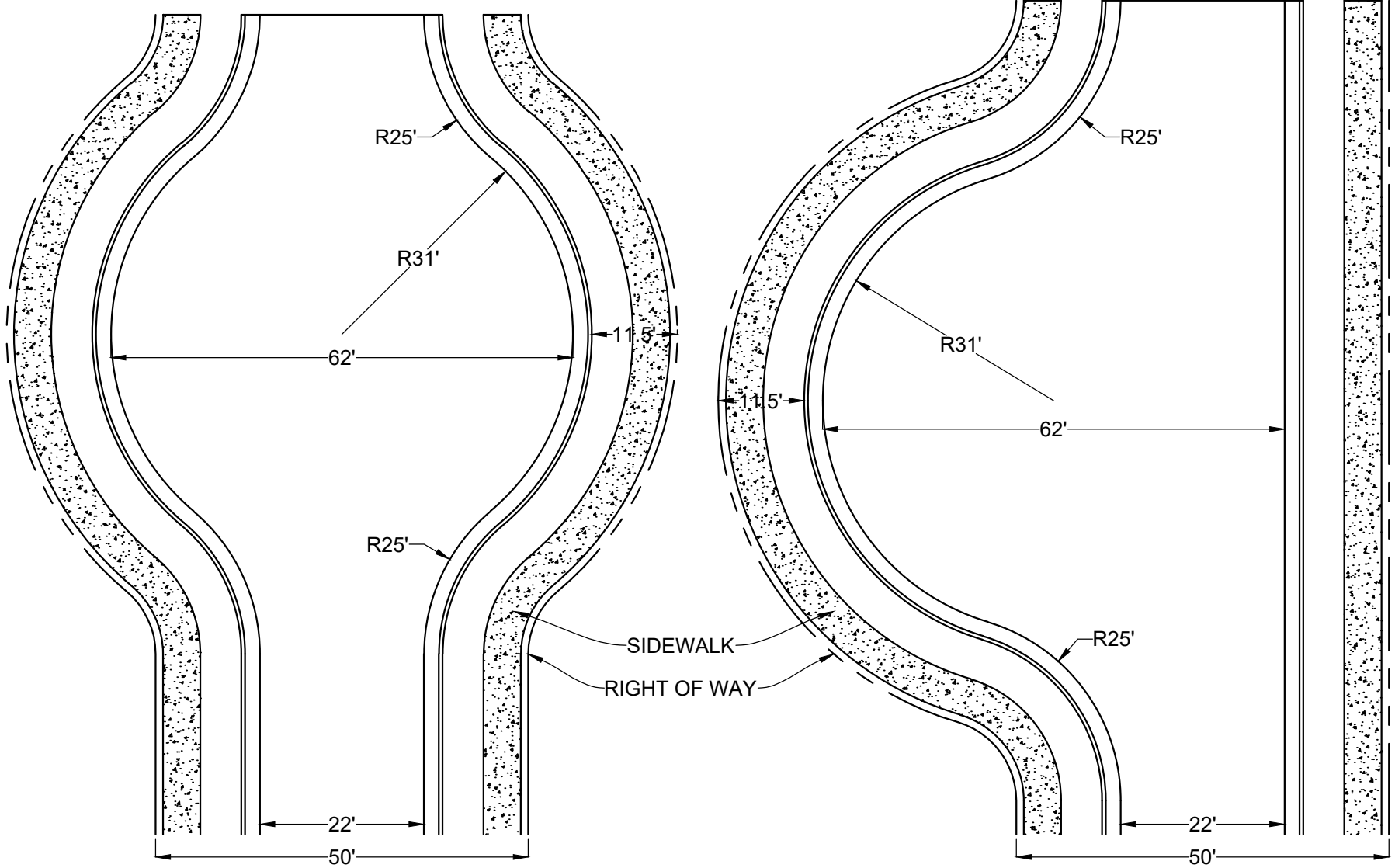
STUB STREET TURN-AROUND

- Page 327 -

STD. NO.

300.25

SHEET 1 OF 1



Revised

TOWN OF APEX
STANDARDS

EFFECTIVE: JUNE 13, 2023

STUB STREET TURN-AROUND

- Page 328 -

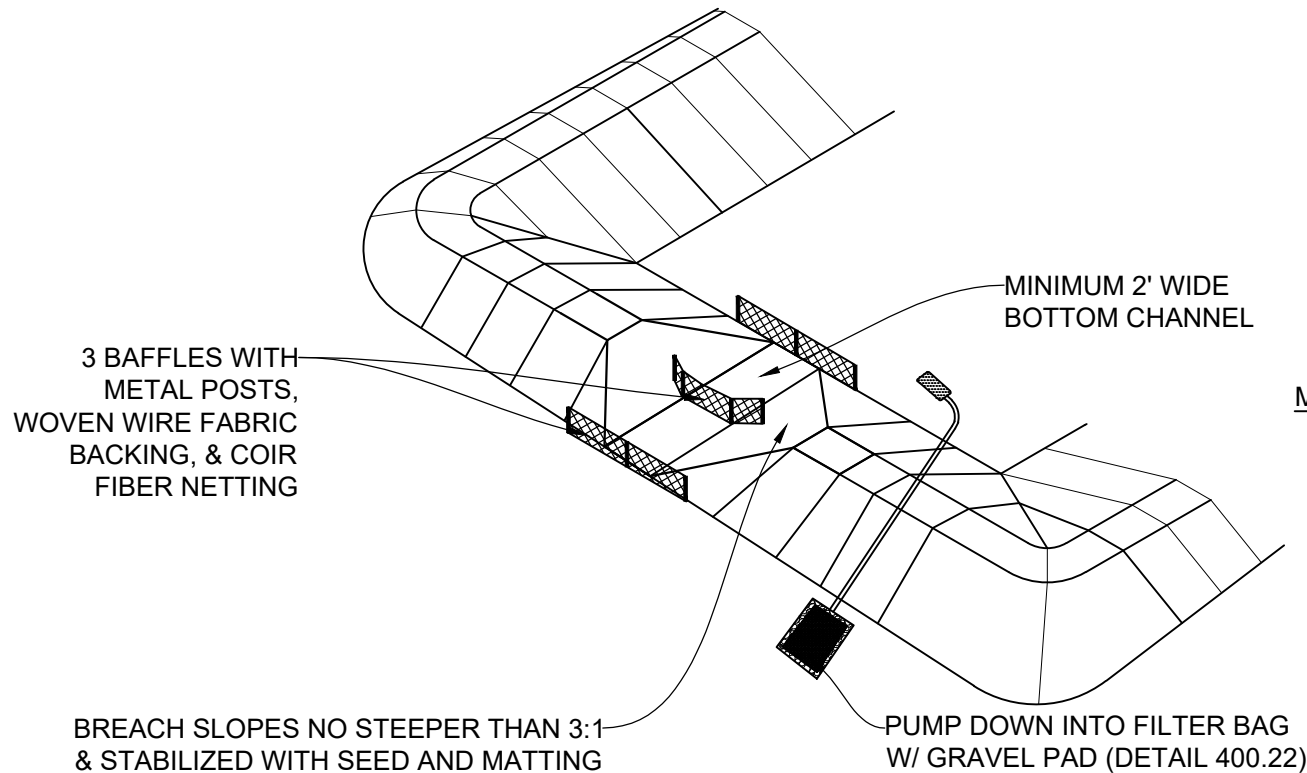
STD. NO.

300.25

SHEET 1 OF 1

DAM BREACH SEQUENCE:

1. Schedule a preconstruction meeting with Stormwater Engineering at 919-372-7470.
2. Install tree/silt fence or combo fence as shown on the approved plans. Clear only as necessary to install these devices. Coordinate the installation & inspection of the tree/silt fence with the Planning Department Zoning Inspector.
3. Drain water from the pond using pumps or siphoning. Discharged water from the pond shall be to the existing downstream draw or channel. If using a pump to drain, a silt bag will be required.
4. After the pond is sufficiently drained, a site meeting shall be coordinated with Stormwater Engineering staff to determine the exact location for the breach. Extend the breach as low as possible to make sure all of the water from the pond can drain out.
5. Install 3 coir baffles equally spaced as shown across the breach to control sediment from leaving the site. Rip rap is not required but can be used if existing conditions warrant it.
6. Stabilize all denuded areas including the pond bottom, breach, access and stockpile areas with seed & straw. The denuded areas shall establish vegetative cover within 14 days of making the breach.
7. Once full cover is established call Stormwater Engineering at 919-372-7470 for a final inspection & approval to remove tree/silt fence and baffles. The owner is responsible for permanent erosion control maintenance of the site.

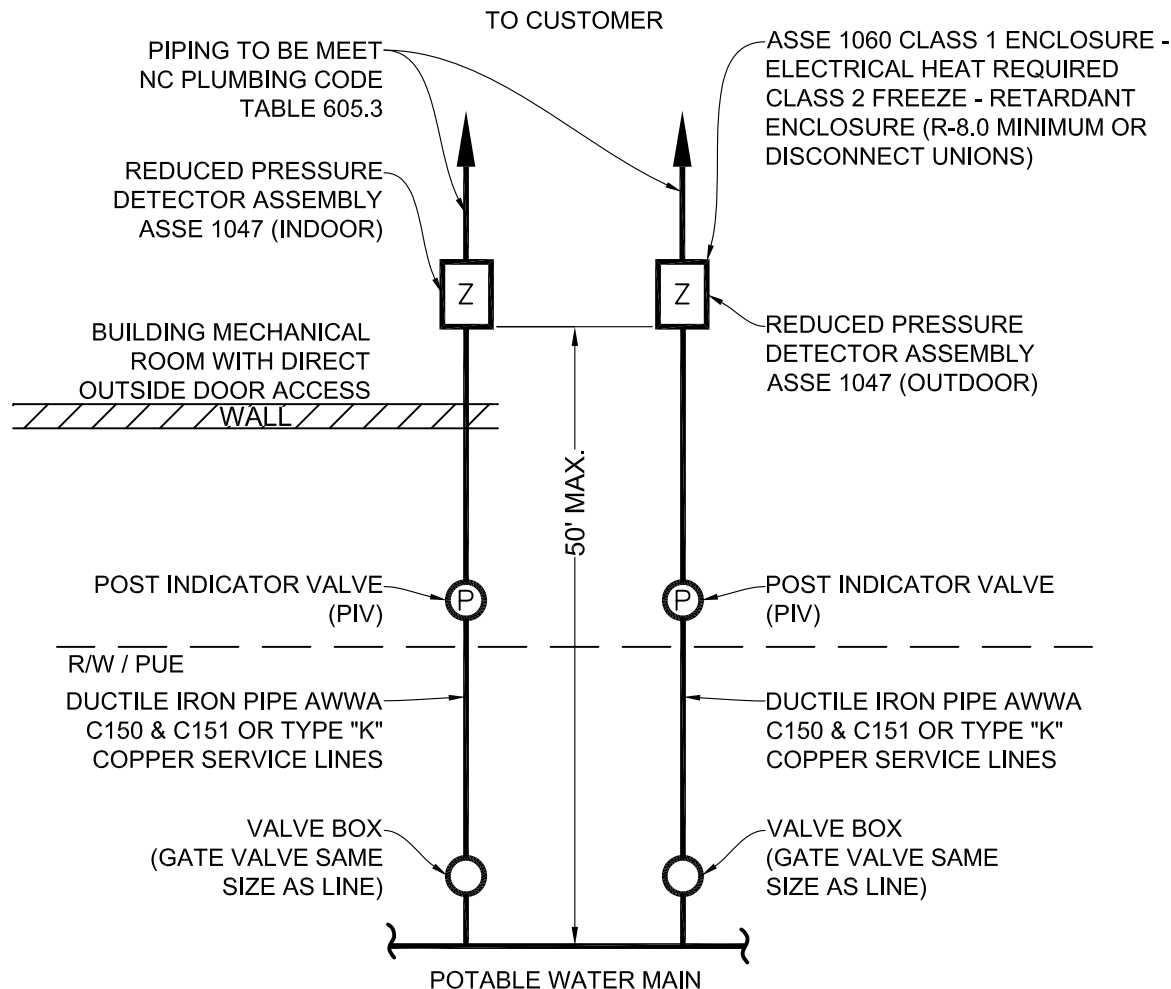


MAINTENANCE:

1. Repair coir baffles as needed to maintain proper function.
2. Restabilize denuded areas as needed to maintain vegetated coverage and stabilization.
3. Maintain dewatering pumps in good working order; and abide by local noise ordinances.

New

TOWN OF APEX STANDARDS	EXISTING POND DAM BREACH <div data-bbox="968 1507 1129 1555">- Page 329 -</div>	STD. NO.
EFFECTIVE: JUNE 13, 2023		400.24 SHEET 1 OF 1



NOTE:

1. REDUCED PRESSURE DETECTOR ASSEMBLY ASSE 1047 SHALL MEET CURRENT TOWN OF APEX CROSS CONNECTION ORDINANCE AND USC CODE.
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 - F. PHYSICAL ADDRESS
 - G. MARKINGS SHALL BE 6 MM ($\frac{1}{4}$ ") SIZE LETTER HEIGHT AND CAST, ETCHED, STAMPED OR ENGRAVED ON THE ENCLOSURE, OR ON A CORROSION RESISTANT PLATE SECURELY ATTACHED TO THE ENCLOSURE.
 - H. 2" SIZE NUMBERS TO BE PLACED ON THE BACK OF THE COVER FOR EACH BACKFLOW LOCATION (COMMERCIAL ONLY).
6. ALL BACKFLOW PREVENTERS SHALL BE "LEAD FREE".

Original

TOWN OF APEX
STANDARDS

EFFECTIVE: MARCH 6, 2018

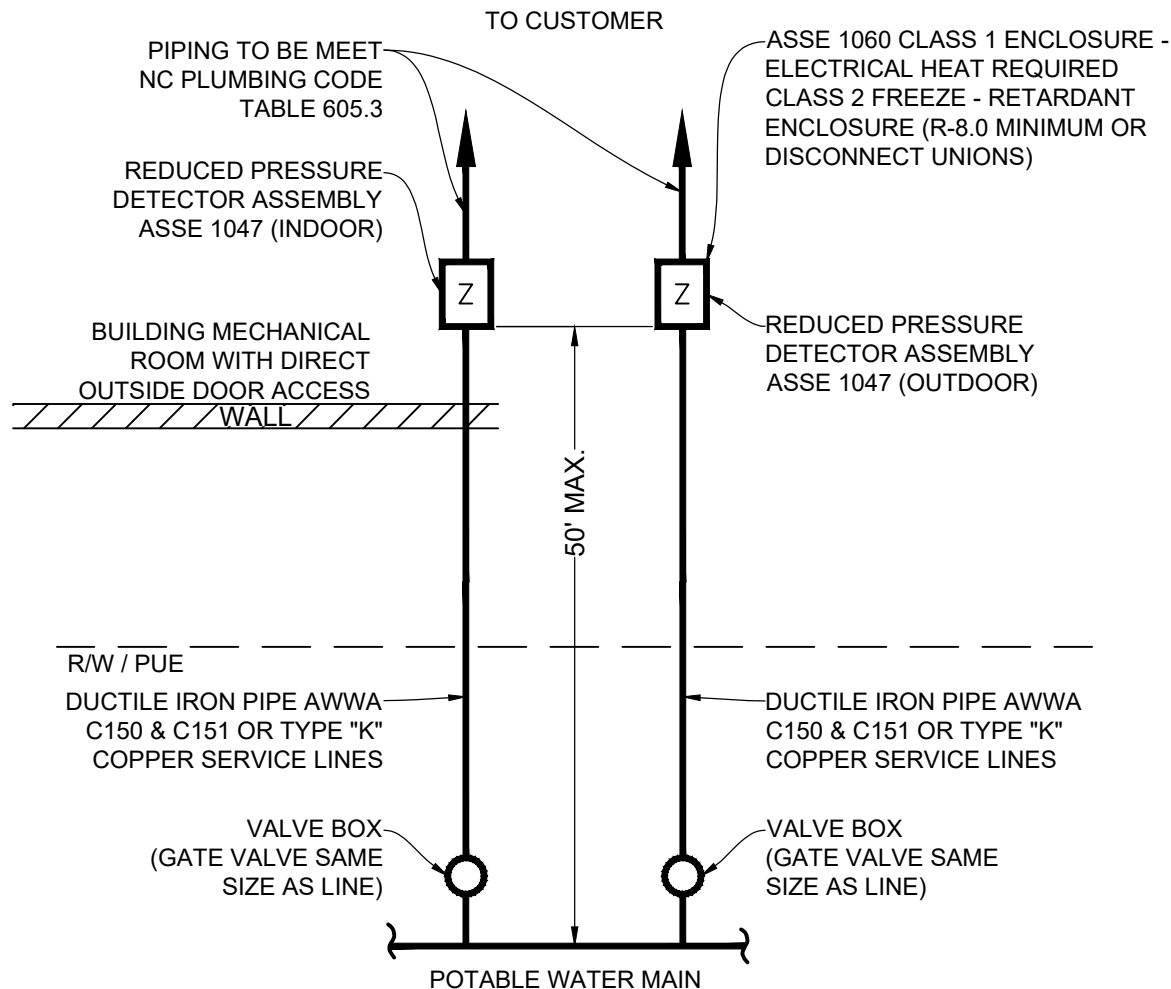
TYPICAL FIRE CONNECTIONS - COMMERCIAL

- Page 330 -

STD. NO.

620.02

SHEET 1 OF 2



NOTE:

1. REDUCED PRESSURE DETECTOR ASSEMBLY ASSE 1047 SHALL MEET CURRENT TOWN OF APEX CROSS CONNECTION ORDINANCE AND USC CODE.
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 - H. 2" SIZE NUMBERS TO BE PLACED ON THE BACK OF THE COVER FOR EACH BACKFLOW LOCATION (COMMERCIAL ONLY).
6. ALL BACKFLOW PREVENTERS SHALL BE "LEAD FREE".

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 13, 2023

Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning

Requested Motion

Motion to approve the Statement of the Apex Town Council pursuant to G.S. 160D-605(a) addressing action on the Unified Development Ordinance (UDO) Amendments of May 23, 2023.

Approval Recommended?

The Planning Department recommends approval.

Item Details

Attachments

- CN17-A1: Statement of the Town Council - Unified Development Ordinance (UDO) Amendments - May 2023



STATEMENT OF THE APEX TOWN COUNCIL PURSUANT TO G.S. 160D-605(a) ADDRESSING ACTION ON THE UNIFIED DEVELOPMENT ORDINANCE (UDO) AMENDMENTS OF MAY 23, 2023

Pursuant to G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, the Planning Director for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting), of a public hearing on UDO Amendments before the Town Council on the 23rd day of May 2023.

The Apex Town Council held a public hearing on the 23rd day of May 2023. Dianne Khin, Planning Director, and Jenna Shouse, Senior Long Range Planner presented the Planning Board's vote to recommend approval by a vote of 6-0 at the public hearing.

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

The Town Council on the 23rd day of May 2023 by a vote of 4-1 approved the Ordinance for UDO Amendments.

The Apex Town Council finds from information and testimony provided at the public hearing that the approval of the various UDO Amendments of May 23, 2023 are consistent with the Advance Apex: The 2045 Plan and reasonable and in the public interest for the following reason(s):

1. The amendments to UDO Secs. 4.2.2 *Use Table* and 4.4.4 *Supplemental Standards, Recreational Uses* require a double gate to be installed for dog parks in private recreation areas to improve safety.
2. The amendments to UDO Sec. 8.3.11 *Electric Vehicle Charging Spaces* removes the cap on the number of required Electric Vehicle (EV) charging spaces, increases the amount of required EV-Ready and EV charging spaces, and modifies the standards for EV charging spaces in order to address the anticipated future demand for such equipment.

Jacques K. Gilbert
Mayor

ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

Date



"The Peak of Good Living"

TOWN OF APEX
NORTH CAROLINA

Proclamation

Apex High School Lady Cougars Softball State Champions

from the Office of the Mayor

WHEREAS, On Saturday, June 3rd, 2023, the Apex High School Lady Cougars Softball Team won the 2023 North Carolina High School Athletic Association State 4A Championship, defeating the Hickory Ridge High School Ragin' Bulls from Harrisburg, North Carolina 2 games to 1; and,

WHEREAS, The Lady Cougars defeated the number 1 and number 2 ranked teams in the tournament on their journey to becoming state champions; and,

WHEREAS, In Game 1 of the Championship Series, Apex High lost and went down 1-0 in the series, setting the stage for the following games to test their heart, resiliency, and determination; and,

WHEREAS, In Game 2, the Cougars clawed their way back from a 4-0 deficit to win 8-6 in extra innings, thanks to a walk-off home run from Senior Kaleigh Ayscue; and,

WHEREAS, In Game 3, Apex High once again found themselves on the brink of defeat, entering the final inning down 5-2, before putting on a heroic display at the plate to score 6 unanswered runs and win 8-5, and;

WHEREAS, After the series, Head Coach Adam Renzi described his team as "gritty", and their gutsy performances with their backs against the wall earned the team the moniker of the "Cardiac Cougars" from members of sports media, and;

WHEREAS, Led by Coach Renzi and Assistant Coach Jessica Ricks, the 2022-2023 North Carolina 4A High School Softball Champions are Leah Kendall, Bailey Sigmon, Madeline Degnan, Kaleigh Ayscue, Anamie Whittlesey, Lauren McMahon, Amanda Essig, Analiza Whittlesey, Abigail O'Connor, Avery Dearman, Kathryn Curry, Kendall Bradshaw, Kaylee Kaufman, Hailey Spielman, Hannah Tuttle, and Alyssa Kaufman.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of Apex, North Carolina, do hereby proclaim, June 13th, 2023, "Apex High Lady Cougars Softball Champions Day" in the Town of Apex. I commend these talented athletes and committed coaches for displaying excellence and camaraderie, and encourage residents to send their congratulations to the team, and to support youth athletics in 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 June 2023

Jacques Gilbert, Mayor



"The Peak of Good Living"

TOWN OF APEX NORTH CAROLINA

Proclamation

Public Works Week 2023

from the Office of the Mayor

WHEREAS, Public Works professionals in Apex strive to help ensure vital infrastructure, utilities, and essential services are functional and well-maintained, in order to promote a high quality of life and the overall well-being of our residents; and,

WHEREAS, The 55 employees of the town's Public Works Department are engineers, technicians, managers, and dedicated public servants whose efforts support the town's roadways, emergency service vehicles, waste collection service, and town buildings and facilities; and,

WHEREAS, Apex's Public Works Department maintains around 200 miles of town-owned roads, provides yard waste services for nearly 23,000 homes, and performs inspections and repairs on over 500 town-owned vehicles and pieces of equipment; and,

WHEREAS, Public Works employees serve as first responders to transportation threats arising from severe weather, through salting streets before a winter storm, removing downed trees and other impediments blocking roads, and plowing snow; and,

WHEREAS, The American Public Works Association's 2023 Theme is "Connecting the World Through Public Works", and we recognize the critical role the town's Public Works Department plays in connecting residents to local businesses, activities, and parks, and to services necessary for a functioning and healthy society; and,

WHEREAS, Public Works Week was celebrated nationally from May 21-May 27, 2023.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of Apex, North Carolina, do hereby proclaim, the Week of June 13-June 19, 2023, as "Public Works Week" in the Town of Apex, and commend all of our Public Works employees for the invaluable work they do in making sure our residents stay connected to the infrastructure and services that are part of our daily lives.

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 June 2023.

Jacques Gilbert, Mayor



"The Peak of Good Living"

TOWN OF APEX
NORTH CAROLINA

Proclamation

Year of the Trail 2023

from the Office of the Mayor

WHEREAS, The Town of Apex's natural beauty is critical to our residents' quality of life, health, and economic wellbeing, and is a valuable asset we strive to preserve and maintain in order to strengthen our town for disaster recovery and climate change resilience; and,

WHEREAS, The parks, greenways, trails, and natural areas in our community provide a common ground for people of all ages, abilities, and backgrounds to access our rich and diverse natural, cultural, and historic resources; and,

WHEREAS, The trails that span across our community are an integral part of the recreational and transportation possibilities of our area, and promote the enjoyment of nature by our residents and visitors; and,

WHEREAS, The Town of Apex's Greenway trails vary from unpaved natural surfaces to paved and boardwalk trails, connecting residents to nature, parks, schools, downtown attractions and businesses, and local neighborhoods and communities; and,

WHEREAS, Residents continue to support greenways as the number one request for Recreation facilities in the town, and we are excited to work to expand the town's greenway network for the benefit of all residents; and,

WHEREAS, The North Carolina General Assembly designated 2023 as the Year of the Trail in North Carolina to promote and celebrate the state's extensive network of trails that showcase our state's beauty, vibrancy and culture; and

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of Apex, North Carolina, do hereby proclaim, 2023 as "The Year of the Trail", in Apex, North Carolina, and encourage residents to explore the marvels of the nature present in our beautiful town through our public trails, parks, and greenways.

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 June 2023

Jacques Gilbert, Mayor

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: June 13, 2023

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to approve a Resolution of Intent for the closing of a right-of-way (ROW) on a portion of Burma Drive located South of Goodworth Drive and North of Pristine Water Drive and between two tracts owned by Apex Industrial Owner 3 LLC (See Survey Map Included); and to set a Public Hearing for Tuesday, June 13, 2023, following the required 30-day public notice period.

Approval Recommended?

The Town Clerk recommends the Town Council approve the resolution of intent and schedule the public hearing for Tuesday, June 13, 2023, pursuant to North Carolina General Statutes 160A-299 and the Town's adopted Policy on Closing Public Rights of Way for Streets, Roads, and Alleys.

Item Details

During the expansion of the Cash Corporate Center site in 2021, a bulb (e.g. cul-de sac) was created on Burma Drive for construction so the trucks could turn around in the street. As part of receiving the developer receiving their Certificate of Occupancy, they dedicated some other ROW to the Town and the Town is abandoning the bulb portion of Burma Drive.

Essentially, this closure request is to correct an old plat that included a temporary cul-de-sac.

Transportation and Infrastructure staff worked with the developer of the Cash Corporate Center to address the turnaround removal and realign Burma Drive as previously constructed.

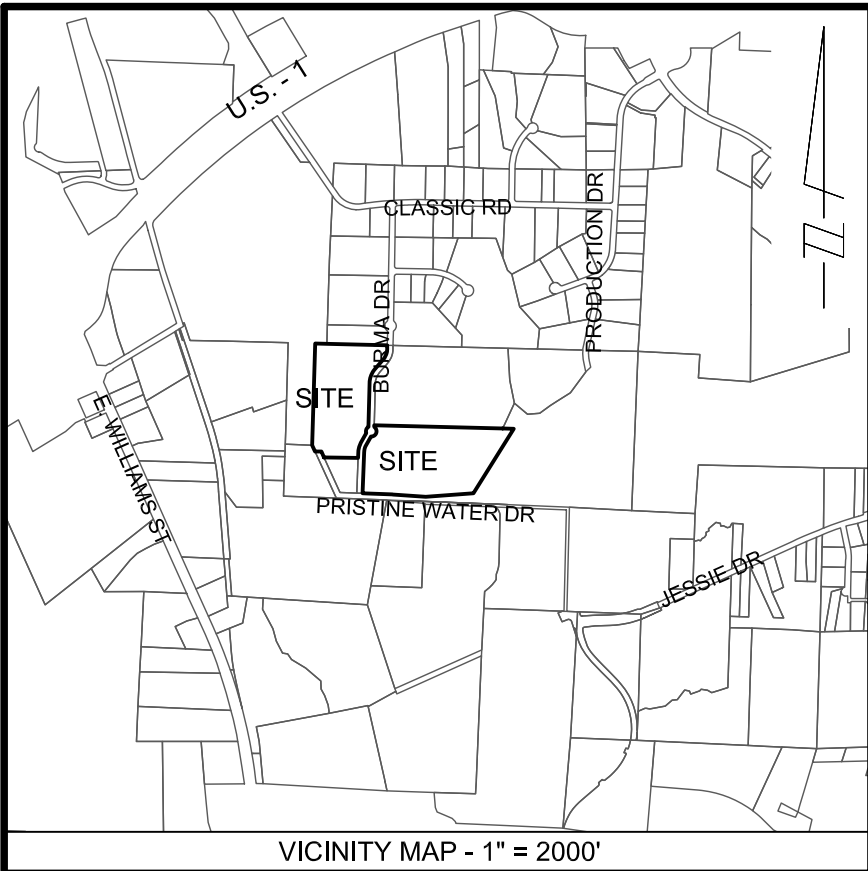
The Town's Technical Review Committee (comprised of many departments including transportation and infrastructure, planning, and public safety) all reviewed the submitted request and recommends Council consider this request.

Attachments

- PH1-A1: Plat Map of Requested ROW Closure Portion of Burma Drive

- PH1-A2: RPH1-A2: Adopted Resolution (RES-2023-030) of Intent to Consider the Requested ROW Closure Area - Portion of Burma Drive
- PH1-A3: Affidavit of Publication - ROW Closure Portion of Burma Drive
- PH1-A4: Policy on Closing Public Rights of Way for Streets, Roads, and Alleys - Portion of Burma Drive





I, DAN GREGORY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. DEED DESCRIPTION RECORDED IN BOOK 19072, PAGE 2389 (OTHER); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK OF MAPS 2021, PAGE 2111; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

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

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS

DAY OF _____, A.D., 2023.

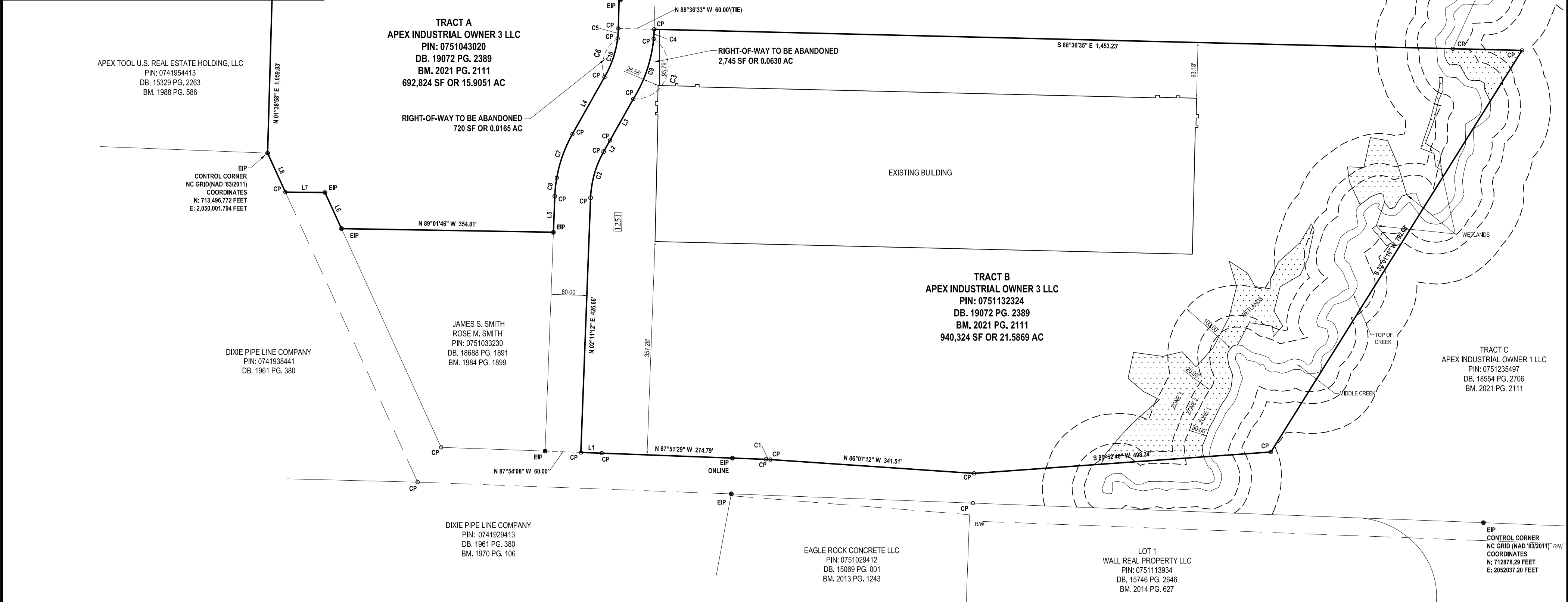
DAN GREGORY, PLS L-5240

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD DIRECTION	CHORD
C1	260.00'	7.89'	N 86°59'21" W	7.89'
C2	170.00'	80.70'	N 15°48'07" E	79.94'
C3	55.00'	143.64'	N 18°38'45" E	106.16'
C4	230.00'	15.94'	N 03°26'39" E	15.94'
C5	170.00'	16.86'	S 04°17'59" W	16.85'
C6	55.00'	73.97'	S 18°47'44" W	68.52'
C7	230.02'	78.08'	S 19°40'32" W	77.71'
C8	230.05'	31.10'	S 06°04'33" W	31.07'
C9	230.00'	107.13'	N 18°38'45" E	106.16'
C10	170.00'	68.99'	N 18°47'44" E	68.52'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 88°03'12" W	35.02'
L2	N 29°23'47" E	21.87'
L3	N 29°24'05" E	79.59'
L4	S 29°24'01" W	109.30'
L5	S 02°11'21" W	60.16'
L6	N 24°32'52" W	66.57'
L7	N 89°32'21" W	66.24'
L8	N 24°31'04" W	71.78'

REFERENCES

DB. 18688 PG. 1891
DB. 19072 PG. 2389
BM. 1984 PG. 1899
BM. 2021 PG. 2111
BM. 2023 PG. 197-199



- NOTES:
- AREAS BY COORDINATE GEOMETRY UNLESS SHOWN OTHERWISE.
 - ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
 - ALL STREETS ARE PUBLIC RIGHTS-OF-WAY UNLESS SHOWN OTHERWISE.
 - NO NCOS MONUMENT WITHIN 2,000 FEET OF PROPERTIES.
 - SAID DESCRIBED PROPERTIES ARE LOCATED WITHIN AN AREA HAVING A FLOOD ZONE DESIGNATION "X" FLOOD INSURANCE RATE MAP NO. 3720075100K, WITH A DATE OF IDENTIFICATION OF JULY 19, 2022, IN WAKE COUNTY, STATE OF NORTH CAROLINA WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
 - PROPERTIES ARE ZONED L1-CZ, SUBJECT TO REZONING CASE #21C208 DATED APRIL 27, 2021.
 - PROPERTIES SUBJECT TO NEUSE RIVER BUFFERS.
 - THE COORDINATES SHOWN ON THIS PLAT WERE DERIVED BY REAL TIME NETWORK (RTN) GLOBAL POSITIONING SYSTEM (GPS). THIS METHOD RESULTS IN (NAD 1983/2011) - (CORS 96) POSITIONS AND NORTH AMERICAN VERTICAL DATUM '88 (MEAN SEA LEVEL) ELEVATIONS USING THE CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) MAINTAINED BY NORTH CAROLINA GEODETTIC SURVEY, CLASS A SURVEY, 0.033 FT POSITIONAL ACCURACY, VRS FIELD PROCEDURE, GEOID12A AND UNITS IN FEET.
 - CREEKS AND WETLANDS SHOWN PER FILE RECEIVED FROM TOWN OF APEX.

LEGEND

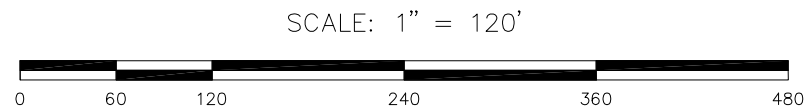
○ CP = CALCULATED POINT
● EIP = EXISTING IRON PIPE

XXXXX DENOTES ADDRESS
R/W = RIGHT-OF-WAY

OWNERS:

APEX INDUSTRIAL OWNER 3 LLC
3953 MAPLE AVENUE, SUITE 300
DALLAS, TX 75219

RECORDED IN
BOOK OF MAPS _____ PAGE _____



REV.	DATE	DESCRIPTION	BY

B
N
K

BASS, NIXON & KENNEDY, INC.
CONSULTING ENGINEERS

- 6310 CHAPEL HILL ROAD, SUITE 250
RALEIGH, NORTH CAROLINA 27607
- TELEPHONE: (919)851-4422 OR (800)354-1879
- FAX: (919)851-8968
- CERTIFICATION NUMBERS: NCBELS (C-0110); NCBLA (C-0267)

SURVEYED BY AQ	BURMA DRIVE ROW ABANDONMENT EXHIBIT PROPERTIES OF APEX INDUSTRIAL OWNER 3 LLC			SHEET
DRAWN BY CWC				1
CHECKED BY DG				OF
DATE 03-29-2023				1
WHITE OAK TWSHP WAKE COUNTY NORTH CAROLINA				

RESOLUTION NO. 2023 - 030

A RESOLUTION OF INTENT OF THE TOWN COUNCIL TO CONSIDER THE CLOSING OF A PORTION OF BURMA DRIVE LOCATED SOUTH OF GOODWORTH DRIVE AND NORTH OF PRISTINE WATER DRIVE AND BETWEEN TWO TRACTS OWNED BY APEX INDUSTRIAL OWNER 3 LLC.

WHEREAS, G.S. 160A-299 authorizes the Town Council to close public streets and alleys; and

WHEREAS, the Town Council considers it advisable to conduct a public hearing for the purpose of giving consideration to the closing of a portion of Burma Drive;

NOW, THEREFORE, BE IT RESOLVED by the Town Council that:

- (1) A Public Hearing will held be at 6:00 p.m. on the 13th day of June, 2023, in the Town of Apex Town Council Chambers at the Apex Town Hall to consider a resolution closing of that portion of Burma Drive located south of Goodworth Drive and north of Pristine Water Drive and between two tracts owned by Apex Industrial Owner 3, LLC, designated as PIN # 0751-04-3020 and PIN # 0751-13-2324 by the Wake County Revenue Department, and as shown on Book of Maps 2021, Pages 0492-0493, Wake County Registry.
- (2) The Town Clerk is hereby directed to publish this Resolution of Intent once a week for four consecutive weeks in a newspaper of general circulation in the area.
- (3) The Town Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said street a copy of this Resolution of Intent.
- (4) The Planning Director is directed to prominently post notices of this Resolution of Intent and the scheduled public hearing in at least two locations along Burma Drive in the area of the portions to be abandoned.
- (5) Upon motion duly made by Council Member Killingsworth, and duly seconded by Council Member Gantt, the above resolution was duly adopted by the Apex Town Council at the meeting held on the 9th day of May, 2023, in the Town Hall.

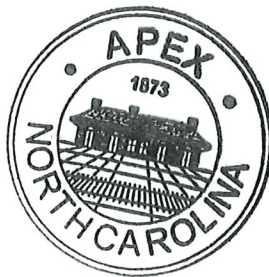
Upon call for a vote the following Council Members voted in the affirmative:

Killingsworth, Gantt
Zegerman, Mahaffey
Gray

and the following Council Members voted in the negative:

n/a

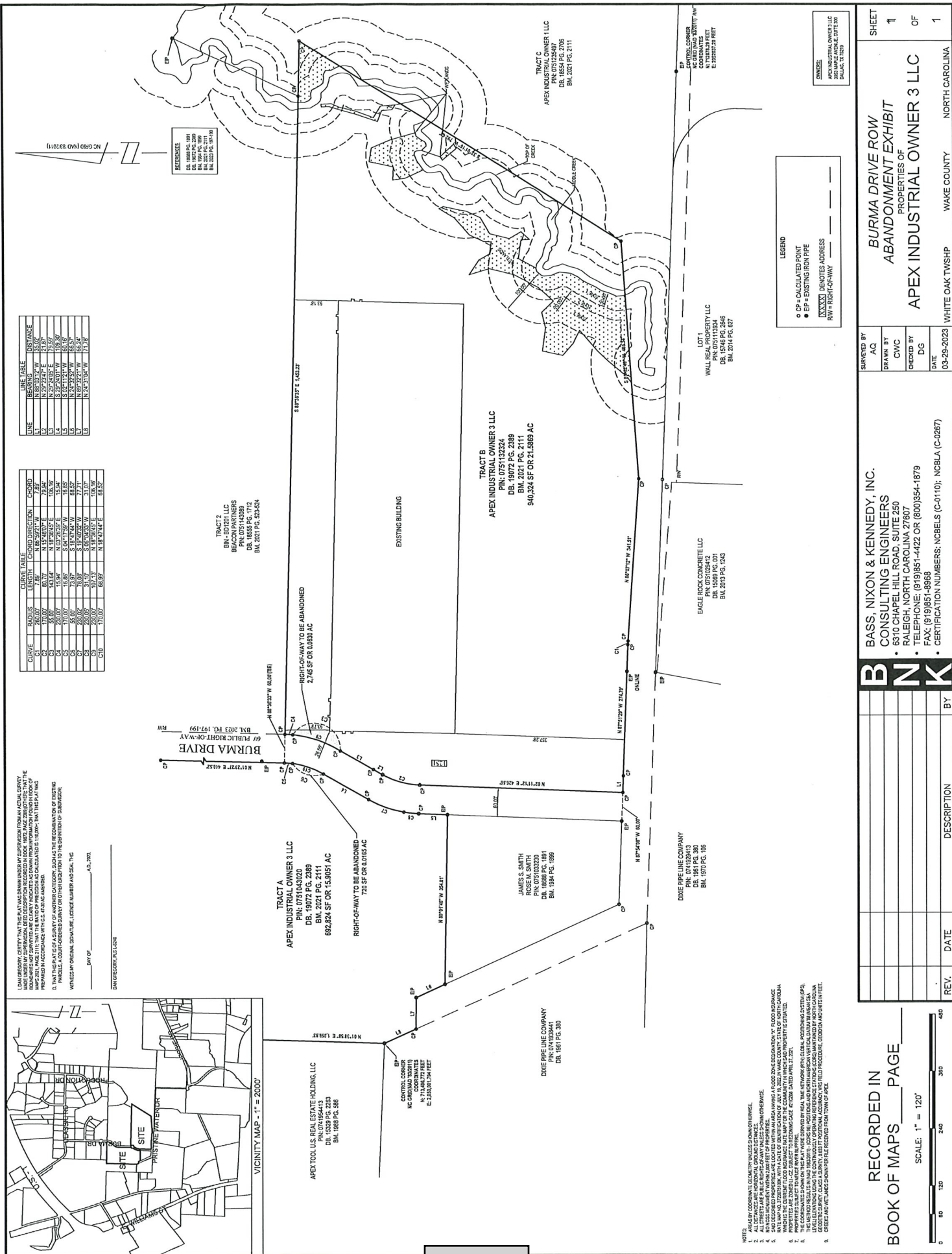
This the 9th day of May, 2023.



Jacques K. Gilbert
Jacques K. Gilbert
Mayor

ATTEST:

Allen Coleman
Allen Coleman, CMC, NCCCC,
Apex Town Clerk





Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
19949	421535	Print Legal Ad-IPL01228970 - IPL0122897		\$4,151.80	2	56 L

Attention: Town Clerk, Allen Coleman

TOWN OF APEX
PO BOX 250
APEX, NC 275022312

Allen.Coleman@apexnc.org

RESOLUTION NO. 2023-030 PUBLIC NOTICE A RESOLUTION OF INTENT OF THE TOWN COUNCIL TO CONSIDER THE CLOSING OF A PORTION OF BURMA DRIVE LOCATED SOUTH OF GOODWORTH DRIVE AND NORTH OF PRISTINE WATER DRIVE AND BETWEEN TWO TRACTS OWNED BY APEX INDUSTRIAL OWNER 3 LLC.

WHEREAS, G.S. 160A-299 authorizes the Town Council to close public streets and alleys; and

WHEREAS, the Town Council considers it advisable to conduct a public hearing for the purpose of giving consideration to the closing of a portion of Burma Drive; NOW, THEREFORE, BE IT RESOLVED by the Town Council that:

(1) A Public Hearing will held be at 6:00 p.m. on the 13th day of June, 2023, in the Town of Apex Town Council Chambers at the Apex Town Hall to consider a resolution closing of that portion of Burma Drive located south of Goodworth Drive and north of Pristine Water Drive and between two tracts owned by Apex Industrial Owner 3, LLC, designated as PIN # 0751-04-3020 and PIN # 0751-13-2324 by the Wake County Revenue Department, and as shown on Book of Maps 2021, Pages 0492-0493, Wake County Registry.

(2) The Town Clerk is hereby directed to publish this Resolution of Intent once a week for four consecutive weeks in a newspaper of general circulation in the area. (3) The Town Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said street a copy of this Resolution of Intent.

(4) The Planning Director is directed to prominently post notices of this Resolution of Intent and the scheduled public hearing in at least two locations along Burma Drive in the area of the portions to be abandoned.

This the 9th day of May, 2023.

Introduced by Mayor Pro-Tempore: Audra Killingsworth; Seconded by Councilmember: Brett Gantt, and passed unanimously (5-0) with the following members voting in the affirmative: Mayor Pro-Tempore, Audra Killingsworth, Councilmember Arno Zegerman, Councilmember Brett Gantt, Councilmember Terry Mahaffey, and Councilmember Ed Gray. All Councilmembers were present and Mayor Jacques K. Gilbert presided over the meeting.

A copy of the resolution is on file in the Town Clerk's Office and is available for public inspection Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. The Office of the Town Clerk is located on the 2nd Floor of the Apex Town Hall, 73 Hunter Street, Apex, North Carolina

Residents may submit written comments in advance of the public hearing to the Town Council with attention marked to the Town Clerk Allen Coleman; P.O. Box 250; Apex, NC 27502 or by 2 email at townclerk@apexnc.org. Please use subject line "Road Closure - Burma Drive" and include your first and last name, your address, and your phone number in your written statements. Written comments will be accepted until 3:00 PM on Tuesday, June 13, 2023.

Members of the public can access and view the meeting on the Town's YouTube Channel <https://www.youtube.com/c/TownofApexGov> or attend in-person.

Anyone needing special accommodations to attend this meeting and/or if this information is needed in an alternative format, please contact the Town Clerk's Office. The Town Clerk is located at 73 Hunter Street in Apex Town Hall on the 2nd Floor, (email) allen.coleman@apexnc.org or (phone) 919-249-1260. We request at least 48 hours' notice prior to the meeting to make the appropriate arrangements.

Allen Coleman, CMC, NCCCC

Town Clerk
Town of Apex, North Carolina
IPL0122897

May 19,26,Jun 2,9 2023

STATE OF NORTH CAROLINA COUNTY OF WAKE, COUNTY OF DURHAM

Before the undersigned, a Notary Public of Dallas County, Texas, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared Tara Pennington, who being duly sworn or affirmed, according to law, doth depose and say that he or she is Accounts Receivable Specialist of the News & Observer Publishing Company, a corporation organized and doing business under the Laws of the State of North Carolina, and publishing a newspaper known as The News & Observer, Wake and State aforesaid, the said newspaper in which such notice, paper, document, or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all of the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina, and that as such he or she makes this affidavit; and is familiar with the books, files and business of said corporation and by reference to the files of said publication the attached advertisement for TOWN OF APEX was inserted in the aforesaid newspaper on dates as follows:

4 insertion(s) published on:

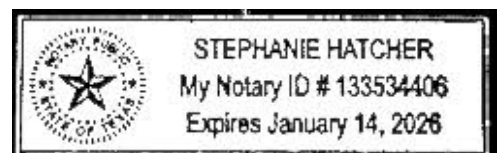
05/19/23, 05/26/23, 06/02/23, 06/09/23

Tara Pennington

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

POSSIBLE ADOPTION OF A POLICY ON CLOSING PUBLIC RIGHTS OF WAY FOR STREETS, ROADS, AND ALLEYS

Background

From time to time, the Town received requests from citizens to close public rights of way. Common examples include alleys that are no longer needed or streets that have been realigned with the old rights of way superfluous to the new alignment. In general, the Town has supported the closing of such rights of way as the land generally reverts back to the adjoining and/or underlying property owners for their use. Usually, the property owners add value to their existing property.

Staff is proposing a policy that will confirm the appropriate steps by the Town and keep the Town from underwriting the costs for the process. (Example costs are public advertisement, surveys and recording.)

POLICY

1. Persons desiring to close a public right of way shall submit a letter (petition) to the Town Clerk describing the location of proposed closing, a list of adjacent property owners, a location map, and a non-refundable fee established in the Town's adopted fee schedule. The Assistant Town Manager shall review the petition and distribute to appropriate staff for review.
2. The petition and supporting documents shall be reviewed by the Town Attorney and staff in the Public Works and Utilities Department, Planning Department, and Construction Management and Engineering Departments. Staff will review the infrastructure and make a recommendation on continuing the process or denial. The Assistant Town Manager shall inform the petitioner of the recommendation and the reasons for a denial recommendation if appropriate.

If the petitioner wishes to continue, the petitioner shall provide a survey of the proposed abandonment and other supporting documentation requested by staff. If any Town utility easement rights are required to be retained by the Town, the petitioner shall provide sufficient documentation to ensure survival of the utility easement rights. In addition, a refundable fee based on the approximate cost of completing the process shall be paid to the Town by the petitioner.

3. Once the fee is paid and documentation is supplied, the Town Attorney will prepare a resolution of intent to close the right of way. The Town Clerk shall incorporate the proposed resolution into the next available Town Council Agenda with the staff recommendation and set the public hearing date. The petitioner shall present their request to the Town Council.

4. Upon an approval of the resolution of intent by the Town Council, the Town Clerk shall provide notice of the resolution and public hearing as required by North Carolina General Statue 160A-299. The Planning Department will post required signs for the proposed abandonment.
5. If the Town Council denies the resolution of intent, no notice shall be published, the refundable fee shall be returned and the issue shall not be considered again for 180 days.
6. At the public hearing, the Town Council will consider the recommendation of the staff (which can change from original recommendation), the petitioner and the public and determine whether the closing is contrary to the public interest and any individual owning property in the vicinity of the street or alley would be deprived of reasonable means of ingress and egress to his property.
7. Upon affirmative vote, the Town Clerk shall record the necessary documents.
8. Upon a denial vote, the petition is closed and a new petition and fees shall be required for reconsideration. 180 days must pass prior to acceptance of a new petition.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: June 13, 2023

Item Details

Presenter(s): Michael Deaton, P.E., Director

Department(s): Water Resources

Requested Motion

Public Hearing and possible motion to approve a resolution adopting the Water and Sewer System Fee Analysis and the recommended System Development Fees.

Approval Recommended?

Yes

Item Details

The North Carolina General Assembly has adopted House Bill 436 (Session 2017; Session Law 2017;138) which establishes procedures for the calculation and adoption of a system development fee for public water and sewer systems. The Water Resources and Finance Departments have coordinated with Raftelis Financial Consultants, Inc. (Raftelis), to provide necessary data needed to prepare the 2023 Town of Apex System Development Fee Analysis Report.

The Town is required to hold a public hearing and to receive comments regarding the Report prior to adopting it and the recommended fees. The Report has been posted to the Town's website for a 45-day period that ended June 3, 2023. Members of the public had an opportunity to provide the Town with their comments regarding the Report and no comments were received. Additionally, the Town has advertised this Public Hearing on the website for required public notices.

The recommended development fee is included in the Town's Fee Schedule and FY 23-24 Budget. The Town refers to this fee as the Capital Reimbursement Fee and the proceeds are budgeted in the Town's Water and Sewer Capital Reserve Fund.

Attachments:

- PH2-A1: System Development Fees Analysis Presentation - Water and Sewer System Fee Analysis and System Development Fees
- PH2-A2: Apex System Development Fee Report - Water and Sewer System Fee Analysis and System Development Fees
- PH2-A3: Resolution Adopting the Analysis and Fees - Water and Sewer System Fee Analysis and System Development Fees
- PH2-A4: Advertised Public Notice - Water and Sewer System Fee Analysis and System Development Fees
- PH2-A5: House Bill 436 (Session 2017; Session Law 2017;138) - Water and Sewer System Fee Analysis and System Development Fees



SYSTEM DEVELOPMENT FEE ANALYSIS

June 13, 2023

System Development Fee Analysis

- ▶ Must be prepared in accordance with Article 8 of GS 162A-8 as amended by HB 436 and modified by HB 344
- ▶ The Town's Analysis was prepared by Raftelis Financial Consultants, Inc.
 - ▶ Served as a consultant to local governments in NC and across the US since 1993
 - ▶ General Statutes require the Analysis be prepared by a financial or licensed engineering professional qualified to do so by their experience, training and education
- ▶ The analysis must document the facts and data used, application of the costing methods to the facts and data, all assumptions and any limiting conditions
- ▶ Use a 5 to 20-year time horizon

System Development Fee Analysis

- ▶ Prior to adoption of the Analysis and the Fee, the provider must post the Analysis to its website for a period of 45 days
 - ▶ A means for readers to comment to the unit must be provided
 - ▶ All comments must be shared with the professional who prepared the Analysis
 - ▶ All comments must be evaluated to determine if a change in the Analysis or Fee is necessary
 - ▶ *No comments were received*
- ▶ Also, a public hearing must be held by the unit prior to adoption of the Analysis and Fee
- ▶ The Analysis and Fee must be reviewed and updated at least once every 5 years.

System Development Fees

- ▶ One time fees charged to new customers, developers or builders to recover a share of the cost of providing service availability and capacity
- ▶ HB 436 creates uniform ability for all public water and sewer providers to charge system development fees
- ▶ All system development fees charged on and after July 1, 2018 must be calculated in accordance with HB 436
- ▶ The Analysis must document the fee per service unit and include a table for various level of demand or an equivalent unit costs per unit of demand
- ▶ Fees are determined using one of three costing methods, the Buy-In Approach, the Incremental Cost Approach or the Combined Approach

Water System Development Fee Cost Method

- ▶ The Water Development Fee was determined using the Buy-In Method
 - ▶ The capacity for current and future customers during the 5- year planning horizon has already been constructed
- ▶ Based upon fixed assets in place on June 30, 2022
 - ▶ The depreciated value is adjusted to the replacement costs new less depreciation (RCNLD)
- ▶ Adjustments to the RCNLD
 - ▶ Add construction in progress and developer reimbursements
 - ▶ Deduct contributed assets and outstanding principal
- ▶ Costs per gallon per day are determined based upon treatment capacity and the adjusted RCNLD

Water System Development Fee

Buy-In Method	Water
Adjusted RCNLD	\$90,038,989
Total Treatment Capacity (gallons)	12,880,000
Costs per Gallon per Day (GPD)	\$6.99
GPD per ERU (1)	256
Calculated Fee per ERU	\$1,788
<i>Existing Fee per ERU</i>	<i>\$1,783</i>

(1) Based on information provided in the *Service Area Planning Forecast Technical Memorandum: Long Range Water Resources Plan* prepared by HDR in October of 2022.

Sewer System Development Fee Cost Method

- ▶ The Sewer System Development Fee was determined using the Combined Method, a combination of the Buy-In and Incremental Cost Methods
 - ▶ Big Branch 2 pump station and force main is needed over the next 5 years to serve new sewer customers
- ▶ The Buy-In Method calculation was prepared in the same manner as was used for the Water Development Fee calculation
- ▶ The Incremental Costs Method used the costs of assets whose construction was in progress or would begin during the 5-year planning horizon.
 - ▶ Incorporate 25% for a debt/revenue credit as required by HB 436
- ▶ The costs and capacity are then combined and an average cost per day calculated.

Sewer System Development Fee

Sewer Fee	Buy-In Method	Incremental Cost	Combined
Adjusted RCNLD/Cost of Improvements	\$133,316,000	\$36,720,000	\$170,036,040
Less: Debt/Revenue Credit	-\$39,982,689	-\$2,526,321	-\$42,509,010
Net Cost	\$93,333,351	\$34,193,679	\$127,527,030
Treatment Capacity (1)			8,920,000
Weighted Average Cost per Day			\$14.30
GPD per ERU (2)			300
Calculated Fee			\$4,290
Current Fee			\$3,675

(1) The Big Branch 2 pump station will provide additional pumping capacity of 1.44 MGD but will not add any additional treatment capacity.

(2) Reflects the amount of permitted capacity required by the state of North Carolina Department of Environmental Quality (NCDEQ) for planning and engineering design purposes and the sewer permitting flow reduction authorized by NCDEQ.

Comparison of Proposed System Development Fees to Other Local Governments

Local Government	Water Development Fee	Sewer Development Fee	Combined
Apex (proposed)	\$1,788	\$4,290	\$6,078
Cary (1)	\$2,548	\$3,581	\$6,129
Holly Springs (2)	\$6,162	\$5,538	\$11,700
Fuquay-Varina (3)	\$3,912	\$3,891	\$7,803
Chatham County	\$3,431	Not Applicable	
Harnett County	\$2,000	\$2,500	\$4,500
Hillsborough	\$3,864	\$3,243	\$7,107

(1) Source: Town of Cary FY 2024 Recommended Budget - Schedule of Fees and Charges

(2) Source: Town of Holly Springs FY 2024 Recommended Budget - Fee Schedule

(3) Source: Town of Fuquay-Varina FY 2024 Recommended Budget - Fee Schedule

April 18, 2023

Michael Deaton
Water Resources Director, Town of Apex
Town of Apex
73 Hunter Street
P.O. Box 250
Apex, NC 27502

Subject: Water and Sewer System Development Fees for FY 2024

Dear Mr. Deaton:

Raftelis Financial Consultants, Inc. (“Raftelis”) has completed an evaluation to develop cost-justified water and sewer system development fees for fiscal year (“FY”) 2024 for consideration by the Town of Apex (“Town”). This report documents the results of the analysis, which was based on an approach for establishing system development fees set forth in North Carolina General Statute 162A Article 8 – “System Development Fees.” The purpose of this report is to summarize Raftelis’ conclusion related to cost justified water and sewer system development fees.

The preparation of this report was developed by Raftelis for the Town based on a specific scope of work agreed to by both parties. The scope of Raftelis’ work consisted of completing a calculation of cost justified water and sewer system development fees using common industry practices and industry standards. We provide no opinion on the legality of the system development fees implemented by the Town. It is the responsibility of the Town to ensure compliance of the system development fees with North Carolina General Statute 162A Article 8 – “System Development Fees.”. The scope of work does did not include any additional work other than the calculation associated with the system development fees, such as opinions or recommendations on the administration of these fees, the timing and use application of revenues from the collection of these fees, etc., as that is the responsibility of the Town.

In developing the conclusions contained within this report, Raftelis has relied on certain assumptions and information provided by the Town, who is most knowledgeable of the water and sewer system, its finances, etc. Raftelis has not independently verified the accuracy of the information provided by the Town. We believe such sources are reliable and the information obtained to be reasonable and appropriate for the analysis undertaken and the conclusions reached. The conclusions contained in this report are as of the stated date, for a specific use and purpose, and made under specific assumptions and limiting conditions. The reader is cautioned and reminded that the conclusions presented in this report apply only as to the effective date indicated. Raftelis makes no warranty, expressed or implied, with respect to the opinions and conclusions contained in this report. Any statement in this report involving estimates or matters of opinion, whether or not specifically designated, are intended as such, and not as representation of fact.

Background

System development fees are one-time charges assessed to new water and/or sewer customers for their use of system capacity and serve as an equitable method by which to recover up-front system capacity costs from those using the capacity. North Carolina General Statute 162A Article 8 (“Article 8”) provides for the uniform authority

to implement system development fees for public water and sewer systems in North Carolina and was passed by the North Carolina General Assembly and signed into law on July 20, 2017, and was modified by Session Law 2021-76 and House Bill 344, which was approved on July 2, 2021. According to the statute, system development fees are required to be adopted in accordance with the conditions and limitations of Article 8, and the fees are required to conform to the requirements set forth in the Article no later than July 1, 2018. In addition, the system development fees must also be prepared by a financial professional or licensed professional engineer, qualified by experience and training or education, who, according to the Article, shall:

- Document in reasonable detail the facts and data used in the analysis and their sufficiency and reliability.
- Employ generally accepted accounting, engineering, and planning methodologies, including the buy-in, incremental cost or marginal cost, and combined cost methods for each service, setting forth appropriate analysis to the consideration and selection of an approach appropriate to the circumstances and adapted as necessary to satisfy all requirements of the Article.
- Document and demonstrate the reliable application of the methodologies to the facts and data, including all reasoning, analysis, and interim calculations underlying each identifiable component of the system development fee and the aggregate thereof.
- Identify all assumptions and limiting conditions affecting the analysis and demonstrate that they do not materially undermine the reliability of conclusions reached.
- Calculate a final system development fee per service unit of new development and include an equivalency or conversion table for use in determining the fees applicable for various categories of demand.
- Consider a planning horizon of not less than five years, nor more than 20 years.
- Use the gallons per day per service unit that the local government unit applies to its water or sewer system engineering for planning purposes for water or sewer, as appropriate, in calculating the system development fee.

This letter report documents the results of the calculation of water and sewer system development fees for FY 2024 in accordance with these requirements. In general, system development fees are calculated based on (1) a cost analysis of the existing or planned infrastructure that is in place, or will be constructed, to serve new capacity demands, and (2) the existing or additional capacity associated with these assets. Article 8 is relatively explicit in the identification of infrastructure assets that may be included as part of the system development fee calculation, as the Article defines allowable assets to include the following types, as provided in Section 201: *“A water supply, treatment, storage, or distribution facility, or a wastewater collection, treatment, or disposal facility providing a general benefit to the area that facility serves and is owned or operated, or to be owned or operated, by a local governmental unit. This shall include facilities for the reuse or reclamation of water and any land associated with the facility.”*

Therefore, the method used to calculate system development fees for the Town included system facility assets that satisfied this definition.

Article 8 references three methodologies that could be used to calculate system development fees. These include the buy-in method, the incremental cost method, and the combined cost method. A description of each of these methods is included in the following paragraphs:

Capacity Buy-In Method:

Under the Capacity Buy-In Method, a system development fee is calculated based on the proportional cost of each user's share of existing system capacity. This approach is typically used when existing facilities can provide adequate capacity to accommodate future growth. The cost of capacity is derived by dividing the estimated value of existing facilities by the current capacity provided by existing facilities. Adjustments to the value of existing facilities are made for developer contributed assets, grant funds, and outstanding debt.

Incremental Cost Method:

Under the Incremental Cost (or Marginal Cost) Method, a system development fee is calculated based on a new customer's proportional share of the incremental future cost of system capacity. This approach is typically used when existing facilities have limited or no capacity to accommodate future growth. The cost of capacity is calculated by dividing the total cost of growth-related capital investments by the additional capacity provided as a result of the investments.

Combined Method:

Under the Combined Method, a system development fee is calculated based on the blended value of both the existing and expanded system capacity. As such, it is a combination of the Capacity Buy-In and Incremental Cost methods. This method is typically used when existing facilities provide adequate capacity to accommodate a portion of the capacity needs of new customers, but where significant investment in new facilities to address a portion of the capacity needs of future growth is also anticipated, or where some capacity is available in parts of the existing system, but incremental capacity will be needed for other parts of the system to serve new customers at some point in the future.

The Buy-In Method was used to calculate the water fees for the Town, since there are no significant capacity-adding water projects planned in the Town's 10-year capital improvement plan (CIP). The Combined Method was used to calculate the sewer fees for the Town, since although the Town's existing treatment capacity can accommodate some new customers, the Town is planning several growth-related projects to serve new sewer customers. The steps used to calculate the system development fees are provided below.

System Development Fee Calculation – Buy-In Approach

Step 1 – Estimate the Replacement Value of System Facilities and Apply Adjustments

A listing of fixed assets provided by the Town, as of June 30, 2022, was reviewed and each individual asset was categorized into one of the categories shown in Table 1.

Table 1. Fixed Asset Categories

Water & Sewer System
Improvements
Land
Equipment
Vehicles

Assets in categories identified as “Equipment” and “Vehicles” and several office building assets within “Improvements” were excluded from the calculation of system value.

Next, the replacement value of existing assets in allowable categories was estimated. Each asset’s net book value was escalated to 2022 dollars based on the year the asset was purchased and the corresponding escalation factor for that year, resulting in the replacement cost new less depreciation (“RCNLD”) value of the system. Escalation factors for each year were developed using the Handy-Whitman index, which is an industry accepted method by which to value system facilities. The estimated RCNLD values for the water and sewer system assets allowable under Article 8 are summarized in Tables 2 and 3, respectively.

Table 2. Water System Value (RCNLD)

Description	RCNLD Value
Improvements	\$120,302,266
Land	38,520,285
Total	\$158,822,550

Table 3. Sewer System Value (RCNLD)

Description	RCNLD Value
Improvements	\$173,332,778
Land	34,107,502
Total	\$207,440,281

As shown in Table 2, the RCNLD value of the water system was estimated to be approximately \$158.8 million, and, as shown in Table 3, the RCNLD value of the sewer system was estimated to be approximately \$207.4 million. Several additional adjustments were made to the estimated water and sewer system RCNLD values in accordance with Article 8, as described below.

Developer Contributed Assets:

The listing of fixed assets was reviewed to identify assets that were contributed, or paid for, by developers. The Town tracks assets that were contributed by developers and identifies them in the fixed asset information. These assets were subtracted from the RCNLD value, as these assets do not represent an investment in system capacity by the Town. The total RCNLD value of contributed water and sewer system assets was estimated to be approximately \$76.5 million and \$82.4 million, respectively.

Construction Work in Progress:

The Town has several growth-related projects that were completed in fiscal year 2023 or under construction and will be completed by the end of fiscal year 2023 for both the water and sewer systems. These projects have not yet been booked to fixed assets but were added to the total system values. The total construction work in progress for the water and sewer systems is approximately \$8.9 million and approximately \$2.7 million, respectively.

Developer Reimbursements:

The Town has entered into several developer agreements whereby the Town reimburses developer for contributed capital (associated with pump stations and line-related projects) as new customers connect to the infrastructure built by the developer. The RCNLD value of these contributed assets has already been removed from the calculation, as explained above. However, the reimbursements made by the Town to the developer over time has resulted in the Town paying for a portion of the contributed assets. Therefore, reimbursements are added to the

RCNLD value to reflect the portion of assets paid for by the Town, which is approximately \$2.5 million for the water system and approximately \$5.6 million for the sewer system.

Debt Credit:

In calculating the system development fees for the Town, a debt credit was included in the calculation. The debt credit is applied to reflect that a portion of the outstanding debt associated with system facilities could be repaid with water and sewer user charges and a portion could be repaid with system development fee revenues. The adjustment is made to prevent recovering the cost of the assets twice, once when assessing system development fees to new customers, and then again when these customers pay user charges. Over the past several years, the Town has applied all of its revenues from system development fees towards cash funding its capital improvement plan. As a result, the full outstanding debt service for both the water and the sewer system was used as the debt credit, which was approximately \$3.8 million for the water system and approximately \$40 million for the sewer system.

The resulting adjustments to the water and sewer RCNLD values are summarized in Table 4.

Table 4. Calculation of Buy-In Water and Sewer System Value

Description	Amount
<u>Water System:</u>	
System Facilities RCNLD	\$158,822,550
Less: Developer Contributed Assets	-76,500,001
Less: Credit for Outstanding Debt	-3,815,000
Plus: Construction in Progress	8,996,937
Plus: Developer Reimbursements	2,534,503
Net Water System Value	\$90,038,989
<u>Sewer System:</u>	
System Facilities RCNLD	\$207,440,281
Less: Developer Contributed Assets	-82,389,554
Less: Credit for Outstanding Debt	-39,982,689
Plus: Construction in Progress	2,684,916
Plus: Developer Reimbursements	5,580,397
Net Sewer System Value	\$93,333,351

Step 2 – Calculate the Unit Cost of System Capacity

The cost per unit of system capacity was calculated by dividing the adjusted RCNLD values (derived in Step 1) by the water and sewer system capacities. The Town of Apex owns 23% of the Cary/Apex Water Treatment Facility, or 12.88 MGD.¹ Therefore, the cost per unit of system capacity for the water system was calculated to be \$6.99 per gallon, per day (\$90.04 million ÷ 12.88 MGD).

The Town of Apex also owns 34% of the Western Wake Regional Water Reclamation Facility (6.12 MGD)¹ and 100% of the Middle Creek wastewater plant which has a capacity of 2.8 MGD. The combined treatment capacity

¹ The current treatment capacity of the Cary/Apex Water Treatment Facility is 56 MGD and 18 MGD for the WWRWRF.

of the sewer system is currently 8.92 million gallons per day (“MGD”). Therefore, the cost per unit of system capacity for the sewer system was calculated to be \$10.46 per gallon, per day (\$93.33 million ÷ 8.92 MGD).

Step 3 – Estimate the Amount of Capacity Per Service Unit of New Development

Section 205 of Article 8 states that the system development fee calculation “...use the gallons per day per service unit that the local governmental unit applies to its water or sewer system engineering for planning purposes for water or sewer, as appropriate, in calculating the system development fee.” For the water system, one ERU of peak day capacity for the water system was defined to be 256 gallons per day (“GPD”). This amount was estimated based on information contained in The Town of Apex Service Area Planning Forecast – Long Range Water Resources Plan.² The technical memorandum stated that the average consumption per account per day for single family residential customers from 2016 to 2021 was estimated to be 156 GPD. The technical memorandum documented that on average, from 2016 to 2021, the system’s maximum day level of demand was 1.45 times its average day demand. In addition, the technical memorandum documented the average water loss factor over this same period was 13%. Therefore, the peak day capacity requirement associated with one service unit of new residential development was estimated to be 256 GPD based on the following calculation:

Residential average day consumption per account of 156 GPD
 × System peak day factor of 1.45
 × Water loss factor of 1.13
 = Maximum-day water capacity for single-family residential of 256 GPD

For the sewer system, one ERU of capacity demand is defined as 300 GPD. This value amount represents the amount of permitting capacity required by the State of North Carolina Department of Environmental Quality (“NCDEQ”) for planning and engineering design purposes and is the amount anticipated for planning and design purposes to be used by one dwelling unit. It reflects the sewer permitting flow reduction authorized by NCDEQ in accordance with 15A NCAC 02T .0114(f). This sewer permitting capacity amount per household is specified in the Town of Apex’s current design manual.³

Step 4 – Calculate the System Development Fee for One ERU

The system development fee for one ERU was calculated by multiplying the unit cost of capacity from Step 2 by the capacity demanded by one ERU from Step 3. The calculations are provided in Table 5.

² Service Area Planning Forecast Technical Memorandum; Long Range Water Resources Plan, HDR, October 2022

³ Section 800 of Standard Specifications and Standard Details, Town of Apex, April 12, 2022.

Table 5. Calculation of Water and Sewer System Development Fees for One ERU – Buy-In Approach

Description	Amount
Water System:	
Net System Value	\$90,038,989
System Capacity (MGD)	12.88
Unit Cost of Capacity (\$ / gallon per day)	\$6.99
Capacity Required for 1 ERU (gallons per day)	256.0
System Development Fee per ERU	\$1,788
Sewer System:	
Net System Value	\$93,333,351
System Capacity (MGD)	8.92
Unit Cost of Capacity (\$ / gallon, per day)	\$10.46
Capacity Required for 1 ERU (gallons per day)	300.0
System Development Fee per ERU	\$3,139

Step 5 – Scale the System Development Fees for Various Categories of Demand

The system development fees for various categories of demand were scaled using water meter capacity ratios. The scaling factors were based on rated meter capacities for each meter size, as published by the American Water Works Association in Principles of Water Rates, Fees, and Charges, as shown in Table 6.⁴

Table 6. Meter Capacities and Scaling Factors by Meter Size

Meter Size	Rated Meter Capacity (gpm)	Scaling Factor
3/4"	30	1.0
1"	50	1.67
1-1/2"	100	3.33
2"	160	5.33
3"	320	10.67
4"	500	16.67
6"	1,000	33.33
8"	1,600	53.33
10"	4200	140.0
12"	5,300	176.67

gpm = Gallons per minute

⁴ Manual of Water Supply Practices (M1), Principles of Water Rates, Fees, and Charges, American Water Works Association, 7th Edition, Table VII.2-5 on p. 338.

System Development Fee Calculation – Combined Cost Approach for Sewer System

Step 1 – Identify Value of System Facilities that will Serve New Growth and Apply Adjustments

The Town's 10-year capital improvement plan identifies growth related projects that will assist the Town in serving new sewer customers. While the Town's CIP identifies additional treatment capacity in the expansion of the WWRWRF beyond FY 2028, this project was not included in the Combined Cost Approach since the additional capacity from this expansion is not needed over the next five years to serve new sewer customers. Instead, the calculation only includes growth related projects that will be completed over the next five years, the majority of which relate to the Big Branch 2 pump station and force main. This is one of two large pump stations needed to serve growth in the Big Branch basin. The cost of the sewer projects that will facilitate growth in the next five years is \$36.72 million, which is added to the net asset value under the Buy-In approach, and shown in Table 7.

Section 207 of Article 8 states *“In applying the incremental cost or marginal cost, or the combined cost, method to calculate a system development fee with respect to capital improvements, the system development fee analysis must include as part of that methodology a credit against the projected aggregate cost of capital improvements. That credit shall be determined based upon generally accepted calculations and shall reflect a deduction of either the outstanding debt principal or the present value of projected water and sewer revenues received by the local governmental unit for the capital improvements necessitated by and attributable to such new development, anticipated over the course of the planning horizon. In no case shall the credit be less than twenty-five percent (25%) of the aggregate cost of capital improvements”*. As mentioned earlier, the Town uses its system development fees towards capital projects that facilitate growth. Therefore, to satisfy this requirement under the Combined Approach, an additional debt credit of approximately \$2.5 million is needed, as shown in Table 7.

Step 2 – Calculate the Unit Cost of System Capacity

The Big Branch 2 pump station will provide additional pumping capacity of 1.44 MGD but will not add any additional treatment plant capacity. Because the Combined Approach is based on total treatment capacity of the Town's sewer system, the total capacity used for the Combined Approach remains at 8.92 MGD. The cost per unit of system capacity was calculated by dividing the net sewer system value by the sewer system capacity. Therefore, the cost per unit of system capacity for the sewer system under the Combined Approach was calculated to be \$14.30 per gallon, per day (\$127.5 million ÷ 8.92 MGD)

Table 7. Calculation of Sewer System Development Fees for One ERU – Combined Approach

Description	Amount
Net Sewer System Value from Buy-In Approach (which includes outstanding debt credit)	\$93,333,351
Sewer System Value of Growth-Related Projects over next 5 years:	
Big Branch 2 Pump Station & Force Main	\$35,240,000
Little Beaver Creek Gravity Sewer Extension	\$1,200,000
Abbingdon Gravity Sewer Extension	280,000
Subtotal:	\$36,720,000
Less: Additional Debt Credit to Satisfy Section 207	-\$2,526,321
Net Sewer System Value	\$127,527,030
Total Sewer Treatment Capacity (MGD)	8.92
Unit Cost of Capacity (\$ / gallon per day)	\$14.30
Capacity Required for 1 ERU (gallons per day)	300.0
Sewer System Development Fee per ERU	\$4,290

Maximum Cost Justified System Development Fees by Meter Size

The calculated water system development fee under the Buy-In Approach is \$1,788.00 and the calculated sewer system development fee under the Combined Approach is \$4,290.00. As mentioned previously, the system development fees for various categories of demand are scaled by applying the water meter capacity ratios shown in Table 6. The resulting water and sewer system development fees shown in Table 8 represent the maximum cost justified level of system development fees that can be assessed by the Town of Apex per Article 8. If the Town chooses to assess fees that are less than those shown in the table, the adjusted fee amounts should still reflect the scaling factors by meter size, as shown in Table 6.

Table 8. Water and Sewer System Development Fees by Meter Size

Meter Size	Water Fee	Sewer Fee
3/4"	\$1,788	\$4,290
1"	\$2,980	\$7,150
1-1/2"	\$5,960	\$14,300
2"	\$9,536	\$22,880
3"	\$19,072	\$45,760
4"	\$29,800	\$71,500
6"	\$59,600	\$143,000
8"	\$95,360	\$228,800
10"	\$250,320	\$600,600
12"	\$315,880	\$757,900

We appreciate the opportunity to assist the Town of Apex with the calculation of its water and sewer system development fees. Should you have questions or need any additional information, please do not hesitate to contact me at 704-936-4436.

Sincerely,

RAFTELIS FINANCIAL CONSULTANTS, INC.



Elaine Conti,
Executive Vice President

RESOLUTION NO. XX-XXXX-XX

A RESOLUTION TO ADOPT THE SYSTEM DEVELOPMENT FEE ANALYSIS FOR THE
WATER AND SEWER SYSTEMS AND TO ADOPT THE FEES RECOMMENDED BY
THAT ANALYSIS AS PART OF THE ANNUAL BUDGET ORDINANCE

WHEREAS, the North Carolina General Assembly has enacted House Bill 436, Session Law 2017-138, ("G.S 162A, Article 8") authorizing municipalities to adopt a system development fee for water and sewer service to be imposed with respect to new development to fund costs of capital improvements necessitated by and attributable to such new development, to recoup costs of existing facilities which serve such new development, or a combination of those costs; and

WHEREAS, G.S 162A, Article 8 establishes the procedures for the calculation and implementation of system development fees; and

WHEREAS, G.S 162A, Article 8 requires a local government to calculate the fee based on a written analysis, post its analysis to its website, and solicit and furnish a means to submit written comments for a period of not less than 45 days prior to adopting that analysis; and

WHEREAS, the Town staff posted its written analysis of the system development fee to its website and considered all written comments submitted during that 45 day period; and

WHEREAS, the Town conducted a public hearing on June 13, 2023 concerning the analysis and recommended fees,

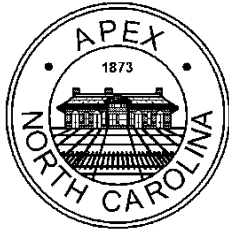
NOW THEREFORE, it is hereby resolved by the Town Council of the Town of Apex that the System Development Fee Analysis is adopted and the fees recommended by that Analysis be adopted as part of the Town's annual budget ordinance.

Adopted and effective this ____ day of June 2023.

Jacques Gilbert
Mayor

Attest:

Allen Coleman, CMC, NCCCC
Town Clerk



TOWN OF APEX
OFFICE OF THE TOWN CLERK
PO Box 250, Apex, North Carolina 27502
Phone (919) 249-3303 Fax (919) 249-3305
E-mail: allen.coleman@apexnc.org

PUBLIC NOTICE

Town of Apex Water and Sewer System Development Fees

The public will take notice that the Apex Town Council will hold a Public Hearing concerning the proposed Water and Sewer System Development Fees on Tuesday, June 13, 2023 at 6:00 p.m. in the Council Chambers at Apex Town Hall, 73 Hunter Street. The purpose of the Public Hearing is to satisfy the North Carolina General Statute 162A Article 8 – “System Development Fee” requirements for public notification. The Town Council is seeking input from the public in regard to the revised water and sewer fees, and the associated fee schedule. The proposed fees are as follows:

Meter Size	Water Fee	Sewer Fee
3/4"	\$1,788	\$4,290
1"	\$2,980	\$7,150
1-1/2"	\$5,960	\$14,300
2"	\$9,536	\$22,880
3"	\$19,072	\$45,760
4"	\$29,800	\$71,500
6"	\$59,600	\$143,000
8"	\$95,360	\$228,800
10"	\$250,320	\$600,600
12"	\$315,880	\$757,900

Details regarding fees and expenses can be found in the proposed FY 2023-2024 Budget available for public inspection on the Town’s website at www.apexnc.org/budget or in the Town Clerk’s Office.

Residents may submit written comments to the Apex Town Council with attention marked to the Town Clerk; PO Box 250, Apex, North Carolina 27502 or by email at annual.budget@apexnc.org. Please use the subject line “FY23-24 W&S Development Fees – Public Comment” and include your first and last name, your physical address, and your phone number in your written statements. Written comments will be accepted until 3:00 PM on Tuesday, June 13, 2023.

Members of the public can access and view the meeting on the Town’s YouTube Channel <https://www.youtube.com/c/TownofApexGov> or attend in-person.

Anyone needing special accommodations to attend this meeting and/or if this information is needed in an alternative format, please contact the Town Clerk’s Office. The Town Clerk is located at 73 Hunter Street in Apex Town Hall on the 2nd Floor, (email) allen.coleman@apexnc.org or (phone) 919-249-1260. We request at least 48 hours’ notice prior to the meeting to make the appropriate arrangements.

For more information, please contact the Town Clerk’s Office at 919-249-1260.

Allen Coleman, Apex Town Clerk

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2017

SESSION LAW 2017-138
HOUSE BILL 436

AN ACT TO PROVIDE FOR UNIFORM AUTHORITY TO IMPLEMENT SYSTEM
DEVELOPMENT FEES FOR PUBLIC WATER AND SEWER SYSTEMS IN NORTH
CAROLINA AND TO CLARIFY THE APPLICABLE STATUTE OF LIMITATIONS.

The General Assembly of North Carolina enacts:

SECTION 1. Chapter 162A of the General Statutes is amended by adding a new Article to read:

"Article 8.

"System Development Fees.

"§ 162A-200. Short title.

This Article shall be known and may be cited as the "Public Water and Sewer System Development Fee Act."

"§ 162A-201. Definitions.

The following definitions apply in this Article:

- (1) Capital improvement. – A planned facility or expansion of capacity of an existing facility other than a capital rehabilitation project necessitated by and attributable to new development.
- (2) Capital rehabilitation project. – Any repair, maintenance, modernization, upgrade, update, replacement, or correction of deficiencies of a facility, including any expansion or other undertaking to increase the preexisting level of service for existing development.
- (3) Existing development. – Land subdivisions, structures, and land uses in existence at the start of the written analysis process required by G.S. 162A-205, no more than one year prior to the adoption of a system development fee.
- (4) Facility. – A water supply, treatment, storage, or distribution facility, or a wastewater collection, treatment, or disposal facility, including for reuse or reclamation of water, owned or operated, or to be owned or operated, by a local governmental unit and land associated with such facility.
- (5) Local governmental unit. – Any political subdivision of the State that owns or operates a facility, including those owned or operated pursuant to local act of the General Assembly or pursuant to Part 2 of Article 2 of Chapter 130A, Article 15 of Chapter 153A, Article 16 of Chapter 160A, or Articles 1, 4, 5, 5A, or 6 of Chapter 162A of the General Statutes.
- (6) New development. – Any of the following occurring after the date a local government begins the written analysis process required by G.S. 162A-205, no more than one year prior to the adoption of a system development fee, which increases the capacity necessary to serve that development:
 - a. The subdivision of land.

- b. The construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure which increases the number of service units.
 - c. Any use or extension of the use of land which increases the number of service units.
- (7) Service. – Water or sewer service, or water and sewer service, provided by a local governmental unit.
- (8) Service unit. – A unit of measure, typically an equivalent residential unit, calculated in accordance with generally accepted engineering or planning standards.
- (9) System development fee. – A charge or assessment for service imposed with respect to new development to fund costs of capital improvements necessitated by and attributable to such new development, to recoup costs of existing facilities which serve such new development, or a combination of those costs, as provided in this Article. The term includes amortized charges, lump-sum charges, and any other fee that functions as described by this definition regardless of terminology. The term does not include any of the following:
 - a. A charge or fee to pay the administrative, plan review, or inspection costs associated with permits required for development.
 - b. Tap or hookup charges for the purpose of reimbursing the local governmental unit for the actual cost of connecting the service unit to the system.
 - c. Availability charges.
 - d. Dedication of capital improvements on-site, adjacent, or ancillary to a development absent a written agreement providing for credit or reimbursement to the developer pursuant to G.S. 153A-280, 153A-451, 160A-320, 160A-499 or Part 3A of Article 18, Chapter 153A or Part 3D of Article 19, Chapter 160A of the General Statutes.
 - e. Reimbursement to the local governmental unit for its expenses in constructing or providing for water or sewer utility capital improvements adjacent or ancillary to the development if the owner or developer has agreed to be financially responsible for such expenses; however, such reimbursement shall be credited to any system development fee charged as set forth in G.S. 162A-207(c).
- (10) System development fee analysis. – An analysis meeting the requirements of G.S. 162A-205.

"§ 162A-202. Reserved.

"§ 162A-203. Authorization of system development fee.

(a) A local governmental unit may adopt a system development fee for water or sewer service only in accordance with the conditions and limitations of this Article.

(b) A system development fee adopted by a local governmental unit under any lawful authority other than this Article and in effect on October 1, 2017, shall be conformed to the requirements of this Article not later than July 1, 2018.

"§ 162A-204. Reserved.

"§ 162A-205. Supporting analysis.

A system development fee shall be calculated based on a written analysis, which may constitute or be included in a capital improvements plan, that:

- (1) Is prepared by a financial professional or a licensed professional engineer qualified by experience and training or education to employ generally accepted accounting, engineering, and planning methodologies to calculate system development fees for public water and sewer systems.
- (2) Documents in reasonable detail the facts and data used in the analysis and their sufficiency and reliability.
- (3) Employs generally accepted accounting, engineering, and planning methodologies, including the buy-in, incremental cost or marginal cost, and combined cost methods for each service, setting forth appropriate analysis as to the consideration and selection of a method appropriate to the circumstances and adapted as necessary to satisfy all requirements of this Article.
- (4) Documents and demonstrates the reliable application of the methodologies to the facts and data, including all reasoning, analysis, and interim calculations underlying each identifiable component of the system development fee and the aggregate thereof.
- (5) Identifies all assumptions and limiting conditions affecting the analysis and demonstrates that they do not materially undermine the reliability of conclusions reached.
- (6) Calculates a final system development fee per service unit of new development and includes an equivalency or conversion table for use in determining the fees applicable for various categories of demand.
- (7) Covers a planning horizon of not less than 10 years nor more than 20 years.
- (8) Is adopted by resolution or ordinance of the local governmental unit in accordance with G.S. 162A-209.

"§ 162A-206. Reserved.

"§ 162A-207. Minimum requirements.

(a) Maximum. – A system development fee shall not exceed that calculated based on the system development fee analysis.

(b) Revenue Credit. – In applying the incremental cost or marginal cost, or the combined cost, method to calculate a system development fee with respect to water or sewer capital improvements, the system development fee analysis must include as part of that methodology a credit against the projected aggregate cost of water or sewer capital improvements. That credit shall be determined based upon generally accepted calculations and shall reflect a deduction of either the outstanding debt principal or the present value of projected water and sewer revenues received by the local governmental unit for the capital improvements necessitated by and attributable to such new development, anticipated over the course of the planning horizon. In no case shall the credit be less than twenty-five percent (25%) of the aggregate cost of capital improvements.

(c) Construction or Contributions Credit. – In calculating the system development fee with respect to new development, the local governmental unit shall credit the value of costs in excess of the development's proportionate share of connecting facilities required to be oversized for use of others outside of the development. No credit shall be applied, however, for water or sewer capital improvements on-site or to connect new development to water or sewer facilities.

"§ 162A-208. Reserved.

"§ 162A-209. Adoption and periodic review.

(a) For not less than 45 days prior to considering the adoption of a system development fee analysis, the local governmental unit shall post the analysis on its Web site and solicit and furnish a means to submit written comments, which shall be considered by the preparer of the analysis for possible modifications or revisions.

(b) After expiration of the period for posting, the governing body of the local governmental unit shall conduct a public hearing prior to considering adoption of the analysis with any modifications or revisions.

(c) The local governmental unit shall publish the system development fee in its annual budget or rate plan or ordinance. The local governmental unit shall update the system development fee analysis at least every five years.

"§ 162A-210. Reserved.

"§ 162A-211. Use and administration of revenue.

(a) Revenue from system development fees calculated using the incremental cost method or marginal cost method, exclusively or as part of the combined cost method, shall be expended only to pay:

- (1) Costs of constructing capital improvements including, and limited to, any of the following:
 - a. Construction contract prices.
 - b. Surveying and engineering fees.
 - c. Land acquisition cost.
 - d. Principal and interest on bonds, notes, or other obligations issued by or on behalf of the local governmental unit to finance any costs for an item listed in sub-subdivisions a. through c. of this subdivision.
- (2) Professional fees incurred by the local governmental unit for preparation of the system development fee analysis.
- (3) If no capital improvements are planned for construction within five years or the foregoing costs are otherwise paid or provided for, then principal and interest on bonds, notes, or other obligations issued by or on behalf of a local governmental unit to finance the construction or acquisition of existing capital improvements.

(b) Revenue from system development fees calculated using the buy-in method may be expended for previously completed capital improvements for which capacity exists and for capital rehabilitation projects. The basis for the buy-in calculation for previously completed capital improvements shall be determined by using a generally accepted method of valuing the actual or replacement costs of the capital improvement for which the buy-in fee is being collected less depreciation, debt credits, grants, and other generally accepted valuation adjustments.

(c) A local governmental unit may pledge a system development fee as security for the payment of debt service on a bond, note, or other obligation subject to compliance with the foregoing limitations.

(d) System development fee revenues shall be accounted for by means of a capital reserve fund established pursuant to Part 2 of Article 3 of Chapter 159 of the General Statutes and limited as to expenditure of funds in accordance with this section.

"§ 162A-212. Reserved.

"§ 162A-213. Time for collection of system development fees.

For new development involving the subdivision of land, the system development fee shall be collected by a local governmental unit either at the time of plat recordation or when water or sewer service for the subdivision or other development is committed by the local governmental unit. For all other new development, the local governmental unit shall collect the system development fee at the time of application for connection of the individual unit of development to the service or facilities.

"§ 162A-214. Reserved.

"§ 162A-215. Narrow construction.

Notwithstanding G.S. 153A-4 and G.S. 160A-4, in any judicial action interpreting this Article, all powers conferred by this Article shall be narrowly construed to ensure that system development fees do not unduly burden new development."

SECTION 2. G.S. 130A-64 reads as rewritten:

"§ 130A-64. Service charges and rates.

(a) A sanitary district board shall apply service charges and rates based upon the exact benefits derived. These service charges and rates shall be sufficient to provide funds for the maintenance, adequate depreciation and operation of the work of the district. If reasonable, the service charges and rates may include an amount sufficient to pay the principal and interest maturing on the outstanding bonds and, to the extent not otherwise provided for, bond anticipation notes of the district. Any surplus from operating revenues shall be set aside as a separate fund to be applied to the payment of interest on or to the retirement of bonds or bond anticipation notes. The sanitary district board may modify and adjust these service charges and rates.

(b) The district board may require system development fees only in accordance with Article 8 of Chapter 162A of the General Statutes."

SECTION 3. G.S. 153A-277 reads as rewritten:

"§ 153A-277. Authority to fix and enforce rates.

(a) A county may establish and revise from time to time schedules of rents, rates, fees, charges, and penalties for the use of or the services furnished or to be furnished by a public enterprise. Schedules of rents, rates, fees, charges, and penalties may vary for the same class of service in different areas of the county and may vary according to classes of service, and different schedules may be adopted for services provided outside of the county. A county may include a fee relating to subsurface discharge wastewater management systems and services on the property tax bill for the real property where the system for which the fee is imposed is located.

...

(a2) A county may require system development fees only in accordance with Article 8 of Chapter 162A of the General Statutes.

...."

SECTION 4.(a) G.S. 160A-314 reads as rewritten:

"§ 160A-314. Authority to fix and enforce rates.

(a) A city may establish and revise from time to time schedules of rents, rates, fees, charges, and penalties for the use of or the services furnished or to be furnished by any public enterprise. Schedules of rents, rates, fees, charges, and penalties may vary according to classes of service, and different schedules may be adopted for services provided outside the corporate limits of the city.

...

(e) A city may require system development fees only in accordance with Article 8 of Chapter 162A of the General Statutes."

SECTION 4.(b) G.S. 160A-317 is amended by adding a new subsection to read:

"(a4) System Development Fees. – A city may require system development fees only in accordance with Article 8 of Chapter 162A of the General Statutes."

SECTION 5.(a) G.S. 162A-6(a) is amended by adding a new subdivision to read:

"(9a) To impose and require system development fees only in accordance with Article 8 of this Chapter."

SECTION 5.(b) G.S. 162A-9 is amended by adding a new subsection to read:

"(a5) An authority may require system development fees only in accordance with Article 8 of this Chapter."

SECTION 6.(a) G.S. 162A-36(a) is amended by adding a new subdivision to read:

"(8a) To impose and require system development fees only in accordance with Article 8 of this Chapter."

SECTION 6.(b) G.S. 162A-49 reads as rewritten:

"§ 162A-49. Rates and charges for services.

(a) The district board may fix, and may revise from time to time, rents, rates, fees and other charges for the use of land for the services furnished or to be furnished by any water system or sewerage system or both. Such rents, rates, fees and charges shall not be subject to supervision or regulation by any bureau, board, commission, or other agency of the State or of any political subdivision. Any such rents, rates, fees and charges pledged to the payment of revenue bonds of the district shall be fixed and revised so that the revenues of the water system or sewerage system or both, together with any other available funds, shall be sufficient at all times to pay the cost of maintaining, repairing and operating the water system or the sewerage system or both, the revenues of which are pledged to the payment of such revenue bonds, including reserves for such purposes, and to pay the interest on and the principal of such revenue bonds as the same shall become due and payable and to provide reserves therefor. If any such rents, rates, fees and charges are pledged to the payment of any general obligation bonds issued under this Article, such rents, rates, fees and charges shall be fixed and revised so as to comply with the requirements of such pledge. The district board may provide methods for collection of such rents, rates, fees and charges and measures for enforcement of collection thereof, including penalties and the denial or discontinuance of service.

(b) The district board may require system development fees only in accordance with Article 8 of this Chapter."

SECTION 7.(a) G.S. 162A-69 is amended by adding a new subdivision to read:

"(8a) To impose and require system development fees only in accordance with Article 8 of this Chapter."

SECTION 7.(b) G.S. 162A-72 reads as rewritten:

"§ 162A-72. Rates and charges for services.

(a) The district board may fix, and may revise from time to time, rents, rates, fees and other charges for the use of and for the services furnished or to be furnished by any sewerage system. Such rents, rates, fees and charges shall not be subject to supervision or regulation by any bureau, board, commission, or other agency of the State or of any political subdivision. Any such rents, rates, fees and charges pledged to the payment of revenue bonds of the district shall be fixed and revised so that the revenues of the sewerage system, together with any other available funds, shall be sufficient at all times to pay the cost of maintaining, repairing and operating the sewerage system the revenues of which are pledged to the payment of such revenue bonds, including reserves for such purposes, and to pay the interest on and the principal of such revenue bonds as the same shall become due and payable and to provide reserves therefor. If any such rents, rates, fees and charges are pledged to the payment of any general obligation bonds issued under this Article, such rents, rates, fees and charges shall be fixed and revised so as to comply with the requirements of such pledge. The district board may provide methods for collection of such rents, rates, fees and charges and measures for enforcement of collection thereof, including penalties and the denial or discontinuance of service.

(b) The district board may require system development fees only in accordance with Article 8 of this Chapter."

SECTION 8. G.S. 162A-85.13 is amended by adding a new subsection to read:

"(a1) The district board may require system development fees only in accordance with Article 8 of this Chapter."

SECTION 9. G.S. 162A-88 reads as rewritten:

"§ 162A-88. District is a municipal corporation.

(a) The inhabitants of a county water and sewer district created pursuant to this Article are a body corporate and politic by the name specified by the board of commissioners. Under that name they are vested with all the property and rights of property belonging to the corporation; have perpetual succession; may sue and be sued; may contract and be contracted with; may acquire and hold any property, real and personal, devised, sold, or in any manner conveyed, dedicated to, or otherwise acquired by them, and from time to time may hold, invest, sell, or dispose of the same; may have a common seal and alter and renew it at will; may establish, revise and collect rates, fees or other charges and penalties for the use of or the services furnished or to be furnished by any sanitary sewer system, water system or sanitary sewer and water system of the district; and may exercise those powers conferred on them by this Article.

(b) The district board may require system development fees only in accordance with Article 8 of this Chapter."

SECTION 10.(a) G.S. 1-52(15) reads as rewritten:

"(15) For the recovery of taxes paid as provided in ~~G.S. 105-381~~G.S. 105-381 or for the recovery of an unlawful fee, charge, or exaction collected by a county, municipality, or other unit of local government for water or sewer service or water and sewer service."

SECTION 10.(b) This section is to clarify and not alter G.S. 1-52.

SECTION 11. Sections 1 through 9 of this act become effective October 1, 2017, and apply to system development fees imposed on or after that date. Section 10 of this act, being a clarifying amendment, has retroactive effect and applies to claims accrued or pending prior to and after the date that section becomes law. Nothing in this act provides retroactive authority for any system development fee, or any similar fee for water or sewer services to be furnished, collected by a local governmental unit prior to October 1, 2017. The remainder of this act is effective when it becomes law and applies to claims accrued or pending prior to and after that date.

In the General Assembly read three times and ratified this the 29th day of June, 2017.

s/ Daniel J. Forest
President of the Senate

s/ Tim Moore
Speaker of the House of Representatives

s/ Roy Cooper
Governor

Approved 4:13 p.m. this 20th day of July, 2017

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: OLD BUSINESS

Meeting Date: June 13, 2023

Item Details

Presenter(s): Amanda Grogan, Director

Department(s): Budget & Performance Management

Requested Motion

Possible motion to adopt the Fiscal Year 2023-2024 Annual Budget Ordinance and Fiscal Year 2023-2024 Fee Schedule.

Approval Recommended?

Yes

Item Details

The proposed Budget is summarized as follows:

General Fund	102,072,200
Electric Fund	51,837,800
Water/Sewer Fund	28,974,200
Stormwater	2,671,900
Other/Special Funds	27,854,400
<u>TOTAL</u>	<u>213,410,500</u>

The proposed Budget as presented includes an increase of \$.03 in the ad valorem tax rate to \$.04 per \$100 valuation. There are proposed changes to the electric, water, sewer and solid waste rates.

Attachments

- OB1-A1: Budget Ordinance Fiscal Year 2023-2024 - Fiscal Year 2023-2024 Annual Budget Ordinance and Fiscal Year 2023-2024 Fee Schedule
- OB-A2: Fee Schedule Fiscal Year 2023-2024 - Fiscal Year 2023-2024 Annual Budget Ordinance and Fiscal Year 2023-2024 Fee Schedule
- OB-A3: New Position Recommendations - Fiscal Year 2023-2024 Annual Budget Ordinance and Fiscal Year 2023-2024 Fee Schedule
- OB-A4: Budget Message - Fiscal Year 2023-2024 Annual Budget Ordinance and Fiscal Year 2023-2024 Fee Schedule



**Town of Apex, North Carolina
FY 2023 – 2024 Annual Budget**

Budget Ordinance

BE IT ORDAINED by the Town Council of the Town of Apex, North Carolina that the following anticipated fund revenues and departmental expenditures, together with certain fees and schedules, and with certain restrictions and authorizations, are hereby appropriated and approved for the operation of the Town government and its activities for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

Section 1: General Fund

General Fund Revenues	
Ad Valorem Taxes	\$54,294,000
Other Taxes and Licenses	\$21,078,500
Unrestricted Intergovernmental Revenues	\$4,330,000
Restricted Intergovernmental Revenues	\$3,960,800
Permits and Fees	\$2,514,000
Sales and Services	\$7,803,400
Investment Earnings	\$1,200,000
Miscellaneous Revenues	\$191,500
Other Financing Sources	\$2,025,000
Fund Balance Appropriation	\$4,675,000
Total Revenues	\$102,072,200
General Fund Expenditures	
Governing Body	\$524,200
Clerk	\$527,200
Administration	\$1,549,900
Human Resources	\$2,856,700
Information Technology	\$3,483,100
Legal Services	\$629,200
Economic Development	\$761,100
Communications	\$712,900
Budget & Performance Management	\$900,600
Finance	\$1,251,800
Community & Neighborhood Connections	\$819,200
Planning	\$3,922,000
Facility Services	\$1,992,900
Police	\$19,139,300
911 Communications	\$1,690,100
Fire	\$16,640,100
Transportation & Infrastructure Development	\$3,152,000
Streets	\$4,551,400
Solid Waste	\$6,841,800
Fleet Services	\$724,800
Inspections & Permitting	\$3,200,900
Parks, Recreation, & Cultural Resources	\$10,028,000
Cemetery	\$25,000
Special Appropriations	\$77,000
Other Uses	\$6,508,000
Debt Service	\$9,463,000
Contingency	\$100,000
Total Expenditures	\$102,072,200

As required by General Statutes Chapter 158-7.1(a), the appropriations made for the purpose of economic development in Section I of the Ordinance have been determined by the Town Council to increase employment opportunities and add value to the tax base for the Town of Apex through industry recruitment, retention, and other support activities.

Section 2: Electric Fund

Electric Fund Revenues	
Investment Earnings	\$160,000
Miscellaneous Revenues	\$95,800
Charges for Service	\$44,969,700
Other Operating Revenues	\$4,802,300
Other Financing Sources	\$10,000
Fund Balance Appropriated	\$1,800,000
Total Revenues	\$51,837,800

Electric Fund Expenditures	
Electric Operations	\$51,837,800
Total Expenditures	\$51,837,800

Section 3: Water & Sewer Fund

Water & Sewer Revenues	
Charges for Service	\$23,846,200
Investment Earnings	\$475,000
Miscellaneous Revenues	\$40,000
Other Operating Revenues	\$513,000
Fund Balance Appropriated	\$4,100,000
Other Financing Sources	\$0
Total Revenues	\$28,974,200

Water & Sewer Expenditures	
Water & Sewer Operations	\$28,974,200
Total Expenditures	\$28,974,200

Section 4: Stormwater Fund

Stormwater Fund Revenues	
Stormwater Fees	\$2,511,900
Erosion & Site Inspection Fees	\$150,000
Other Financing Sources	\$0
Miscellaneous Revenues	\$0
Investment Earnings	\$10,000
Fund Balance Appropriated	\$0
Total Revenues	\$2,671,900

Stormwater Fund Expenditures	
Stormwater Operations	\$2,671,900
Total Expenditures	\$2,671,900

Section 5: Police State Funds

Police - State Funds Revenues	
Investment Earnings	\$100
Miscellaneous Revenues	\$1,500
Total Revenues	\$1,600

Police - State Funds Expenditures	
Reserved for Future Expenditures	\$1,600
Total Expenditures	\$1,600

Section 6: Police Federal Funds

Police - Federal Funds Revenues

Investment Earnings	\$100
Police Revenues	\$500
Miscellaneous Revenues	\$0
Total Revenues	\$600

Police - Federal Funds Expenditures

Police Operations	\$600
Total Expenditures	\$600

Section 7: Police - Donations**Police - Donations Revenues**

Investment Earnings	\$100
Police Contributions	\$5,000
Other Revenues	\$0
Total Revenues	\$5,100

Police - Donations Expenditures

Police Operations	\$5,100
Total Expenditures	\$5,100

Section 8: Fire - Donations**Fire - Donations Revenues**

Investment Earnings	\$100
Miscellaneous Revenues	\$1,000
Total Revenues	\$1,100

Fire - Donations Expenditures

Fire Operations	\$1,100
Total Expenditures	\$1,100

Section 9: Affordable Housing Fund**Affordable Housing Fund Revenues**

Investment Earnings	\$15,000
Transfer from General Fund	\$1,233,000
Fund Balance Appropriated	\$0
Total Revenues	\$1,248,000

Affordable Housing Fund Expenditures

Contracted Services	\$250,000
Capital Outlay - Improvements	\$0
Affordable Housing Grant	\$0
Affordable Housing Loan	\$0
Reserved for Future Expenditures	\$998,000
Total Expenditures	\$1,248,000

Section 10: ARPA Fund

ARPA Fund Revenues	
State Grants	\$6,050,000
Total Revenues	\$6,050,000
ARPA Fund Expenditures	
West Street Park	\$1,650,000
Sunset Hill Pump Station	\$4,400,000
Total Expenditures	\$6,050,000

Section 11: Health & Dental Fund₁

Health & Dental Fund Revenues	
Health Premiums	\$6,258,100
Spouse/Dependent Health	\$1,199,000
Retiree Contribution	\$35,000
Dental Premiums	\$357,500
Spouse/Dependent Dental	\$175,000
Vision Premiums	\$78,100
Total Revenues	\$8,102,700
Health & Dental Fund Expenditures	
Health Claims	\$6,173,400
Dental Claims	\$509,700
Admin Fees - Health	\$809,600
Health Claims - Retirees	\$22,800
Dental Claims - Retirees	\$464,700
Medicare Premiums/Retiree Prescription Plan	\$0
Admin Fees - Retirees	\$44,400
Vision	\$78,100
Total Expenditures	\$8,102,700

1. In accordance with NCGS 159-13.1, the Town adopts the Financial Plan for the Health and Dental Fund to provide health and dental coverage to employees and retirees. Payments to the fund are included in the annual budget of the other funds.

Section 12: Cemetery Fund

Cemetery Fund Revenues	
Sales & Services	\$0
Investment Earnings	\$8,000
Fund Balance Appropriated	\$0
Total Revenues	\$8,000
Cemetery Fund Expenditures	
Transfer to General Capital Projects	\$0
Reserved for Future Expenditures	\$8,000
Total Expenditures	\$8,000

Section 13: Water & Sewer Capital Reserve Fund**Water & Sewer Capital Reserve Fund Revenues**

Capital Reimbursement Fees - Water	\$0
Capital Reimbursement Fees - Sewer	\$0
Investment Earnings	\$12,200
Fund Balance Appropriated	\$277,800
Total Revenues	\$290,000

Water & Sewer Capital Reserve Fund Expenditures

Transfer to Water & Sewer Project Fund	\$290,000
Reserved for Future Expenditures	
Total Expenditures	\$290,000

Section 14: Water & Sewer Capital Reserve Fund (HB463)**Water & Sewer Capital Reserve Fund Revenues**

Capital Reimbursement Fees - Water	\$1,000,000
Capital Reimbursement Fees - Sewer	\$2,000,000
Investment Earnings	\$0
Fund Balance Appropriated	\$20,000,000
Total Revenues	\$23,000,000

Water & Sewer Capital Reserve Fund Expenditures

Transfer to Water & Sewer Fund	\$0
Transfer to Water & Sewer Project Fund	\$20,620,000
Reserved for Future Expenditures	\$2,380,000
Total Expenditures	\$23,000,000

Section 15: Perry Library Trust Fund**Perry Library Trust Fund Revenues**

Investment Earnings	\$0
Fund Balance Appropriated	\$400,000
Transfer from General Fund	\$200,000
Total Revenues	\$600,000

Perry Library Trust Fund Expenditures

Building Maintenance and Repair	\$0
Capital Outlay - Improvements	\$600,000
Reserved for Future Expenditures	\$0
Total Expenditures	\$600,000

Section 16: Recreation Capital Reserve Fund**Recreation Capital Reserve Fund Revenues**

Subdivision Recreation Fees	\$1,300,000
Investment Earning	\$0
Transfer from General Fund	\$0
Total Revenues	\$1,300,000

Recreation Capital Reserve Fund Expenditures

Transfer to General Fund	\$0
Transfer to Recreation Project	\$0
Reserved for Future Expenditures	\$1,300,000
Total Expenditures	\$1,300,000

Section 17: Transportation Capital Reserve Fund**Transportation Capital Reserve Fund Revenues**

Motor Vehicle Licenses	\$1,400,000
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Investment Earnings	\$0
Fund Balance Appropriated	\$0
Total Revenues	\$1,400,000

Transportation Capital Reserve Fund Expenditures	
Transfer to General Fund	\$650,000
Transfer to Street Project Fund	\$750,000
Reserved for Future Expenditures	\$0
Total Expenditures	\$1,400,000

Section 18: Levy of Taxes

There is hereby levied a tax at the rate of forty four cents (\$0.44) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2023, for the purpose of raising the revenue listed Ad Valorem Taxes 2023-2024 in Section 1: General Fund of this ordinance. This rate is based on a valuation of property for purposes of taxation of \$12,379,559,000 and an estimated rate of collection of 99.7%.

Section 19: Fees & Charges

There is hereby established, for Fiscal Year 2023-2024, various fees and charges as contained in the Fee Schedule attached to this document. All mileage reimbursements for the use of personal vehicles shall be the same as the allowable IRS rate in effect on the date of travel. All daily and monthly subsistence schedules previously adopted shall remain in effect.

Section 20: Special Authorization of the Budget Officer

- a) The Budget Officer shall be authorized to reallocate fund appropriations among the various objects of expenditure as they deem necessary, provided such reallocations do not increase or decrease the total budget for any fund.
- b) The Budget Officer shall be authorized to amend this budget as necessary to fulfill all obligations evidenced by a purchase order outstanding on June 30, 2023.

Section 21: Use of the Budget and the Budget Ordinance

This Ordinance and the budget document shall be the basis for the financial plan of the Town of Apex for Fiscal Year 2023-2024. The Budget Officer shall administer the budget and the Finance Director shall establish records which are in agreement with the budget, this ordinance, and the appropriate statutes of the State of North Carolina.

Section 22: Distribution

Copies of this ordinance shall be furnished to the Budget Officer and the Finance Director of the Town of Apex so that they may keep this ordinance on file for their direction and disbursement of funds.

Adopted this the 13th of June, 2023.

Attest:

Jacques K. Gilbert, Mayor

Allen Coleman, Town Clerk

Approved as to form:

Laurie Hohe, Town Attorney



Town of Apex, North Carolina Fee Schedule - Effective 7/1/2023

Schedule subject to change upon approval by Town Council

TAXES & FEES				
Tax Rate	\$0.41 \$0.44	\$/100 valuation of property	Vehicle Fee (pursuant to NCGS 20-97 (b1)	\$30/vehicle
DOCUMENT / COPY FEES				
Copying up to 11" x 17" (black and white)	\$0.10/sheet	Document Recording / E-Recording	At cost	
Copying and maps up to 11" x 17" (color)	\$0.40/sheet	3 ring or spiral bound documents/plans	\$35	
Copying larger than 11" x 17" (black and white)	\$5/sheet	Unified Development Ordinance	\$40	
Copying larger than 11" x 17" (color)	\$20/sheet	Design and Development Manual	\$15	
Printed 24" x 36"	\$20/sheet	DVD Copy	\$0.50/disc	
Printed 36" x 48" maps	\$40/sheet			
MISCELLANEOUS				
Rain Barrel	\$88.00	Cemetery	Resident	Non – Resident
				Military Rate*
		– Cemetery Plots	\$800	\$1200
				\$640 (resident)
				\$960 (non-resident)
		– Columbarium Niches	\$800	\$800
				\$640
*20% cemetery discount-Military rate applies to current and retired military personnel only				

Development Fees

PUBLIC RIGHT-OF-WAY CLOSURE				
Submit request and fees to Administration				
Right-of-Way Closure Application Fee	\$100	Right-of-Way Closure Processing Fee		\$600
Due with request/application/non-refundable		Due prior to Council considering request; refundable if request is withdrawn prior to advertising.		
DEVELOPMENT SUBMITTAL FEES				
For Zoning/Subdivision/Site Activity - Calculated and collected by the Planning Department				
Administrative Adjustment	\$150	Sign, Master Plan		\$150
Administrative Approval (Small Town Character Overlay)	No Charge	Sign, Permanent		\$75+\$5/add'l sign
Annexation Petition	\$200	Sign, Temporary		\$25
Appeal (Board of Adjustment)	\$650	Site Inspections (Non-residential lot) ₂		\$500
		Site Inspections (Residential lot) ₃		\$35
Certificate of Zoning Compliance (CZC) ₁	\$100	Site Plan, Major		\$1,100+\$5/acre
Consultant Fees	As required	Site Plan, Minor		\$800
Development Name Change	\$500	Special Use Permit		\$700
Exempt Site Plan – enlargement of a structure	\$250	Temporary Use Permits (Non - Event):		\$100
Exempt Site Plan – all other exempt site plans	\$150	Temporary Use Permits (Event):		
Home Occupation	\$50	For Profit	\$50	For Profit Express Review \$75
Late Fee – Site Plans/Master Subdivision	\$300	Non-Profit	\$0	Non-Profit Express Review \$25
Plan/PUD/Rezoning/Conditional Zoning (and resubmittals)				
Master Subdivision Plans Residential & Non-Residential	\$750 + \$10/lot	Text Amendments (UDO)		\$600
Planned Unit Development (PUD-CZ)	\$1,600+\$10/acre	Transportation Impact Analysis Review ₄		
PUD-CZ not requiring full TRC Review	\$600	Sites & Subdivisions	\$500	PUD \$1,000
Plat, Easement & Exempt	\$200	Revised Sites & Subdivisions	\$250	PUD \$500
Plat, Master Subdivision Final	\$300 + \$10/lot	Tree Protection Fencing Inspection (Site Plan):		
Plat, Recombination	\$200	- less than 2 acres:	\$50	- 2-15 acres: \$75
Plat, Site Plan Final	\$300	-15 up to 25 acres:	\$150	-25+ acre: \$200
Pond Drainage Plan	\$500	Tree Protection Fencing Inspection (Master Subdivision Plan):		
Quasi-Judicial Public Hearing- Town Council Only	\$500	- up to 15 acres:	\$75	- 15-50 acres: \$150
Re-submittal Fees – Site Plans: 3 rd submittal; Master Subdivision Plans; 4 th submittal	1/2 Original Fee	- 51+ acres:	\$300	
		Tree Removal Plan		\$500
Rezoning/Conditional Zoning	\$700/\$1000	Variance Permit		\$650
Sustainable Development Conditional Zoning (SD-CZ)	\$1,600+\$10/acre	Zoning Verification Letter		\$125
1. No charge for the first tenant in a new building 2. Charged at Site Plan Final Plat 3. Charged at permit 4. Projects inactive for one year require new TIA and full submittal fee				

1. No charge for the first tenant in a new building 2. Charged at Site Plan Final Plat 3. Charged at permit 4. Projects inactive for one year require new TIA and full submittal fee

RECREATION FEES₁*For New Residential Developments Assessed after 1/1/2023 - Collected by the Planning Department*

Housing Type	Fee Per Unit	Acreage Per Unit	Decimal Multiplier
Single Family Detached	\$4,016.66	1/30 acre	0.0333
Single Family Attached	\$2,705.23	1/45 acre	0.0223
Multi-Family Attached	\$2,381.87	1/51 acre	0.01964

Existing Town ordinances require either the dedication of open space for public recreation or the payment of a fee in lieu per unit. The requirement regarding land dedication or fee in lieu will be based, in large part, on the Town's adopted Parks, Recreation, Greenways, and Open Space Master Plan. Recommendations regarding the acceptance of land or fee in lieu are made to the Town Council by the Parks, Recreation, and Cultural Resources Advisory Commission.

1. Annually on January 1, the fee amount shall be automatically adjusted in accordance with UDO §14.7.1(B).

ENCROACHMENT AGREEMENT*Submit to Development Services*

Encroachment agreement preparation and recording	\$250 + eRecording Fee at Cost
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CONSTRUCTION FEES/BONDS*Calculated and collected by Development Services*

Bond Administration Fee:	- Cash/check: \$100	- Surety Bond/Letter of Credit \$300	- Reduction/Amendment \$100
Fee in Lieu Administration Fee:	\$100		
Construction Plan Submittal Fees (Subdivisions)			\$700 + \$10/Lot
Construction Plan Submittal Fees (Sites, Utility Extensions, etc.)			\$700 + \$15/Sheet
Re-submittal Fees – Construction Plans (3 rd submittal and every other subsequent submittal (3 rd , 5 th , 7 th , etc.)			½ Original Fee
Late Fee – Construction Plan Submittal and Resubmittal			\$300
Construction Plan Revisions (after initial approval)			\$75/sheet
Water Extension Permit Application			\$200
Sewer Extension Permit Application			\$480
Water and/or Sewer Extension Permit Amendment			\$100 each
Infrastructure Extension Record Drawing Review (1 st & 2 nd reviews)			\$200
Infrastructure Extension Record Drawing Review (3 rd , 5 th , 7 th , etc. reviews)			\$100
Infrastructure Extension Record Drawing Review (after initial approval/field changes)			\$100

Construction Inspection Fees:

Water Lines	\$1.50 per linear foot	Fire Lanes	\$1.75 per linear foot
Sewer Lines	\$1.50 per linear foot	Sidewalks/Greenways	\$1.50 per linear foot
New Streets (public)	\$1.75 per linear foot per lane	Infill/Outparcel Lots	\$350 per lot
Curb & Gutter (All New/replaced public)	\$0.50 per linear foot	Driveway, residential	Per Building Permit Schedule
Storm Drains (public)	\$1.50 per linear foot	Driveway, not ready	Per Building Permit Schedule
Pump Station Review and Inspection	\$2,500 each	Driveway, reinspection	Per Building Permit Schedule
Warranty Bonds	25% of cost of installed and approved Infrastructure		
Performance Bonds	125% of cost of uninstalled Improvements		

*Repairs to damages water/sewer lines caused by construction shall be billed to the responsible party and include the cost of materials + 10% and current equipment and labor rates.

STORMWATER PLAN REVIEW FEES/BONDS*Submit to Development Services*

Project Size (disturbed acres)	Stormwater Plan Review Fee
< 1 acre	\$0
1 - 5 acres	\$500
5 - 50 acres	\$500 + \$50 per additional disturbed acre
\$500 base review fee for projects disturbing up to 5 acres. Add \$50 per additional disturbed acre beyond 5 acres. Development projects that disturb less than 1 acre of land are not subject to the stormwater plan review fees since they are exempt from stormwater controls. The stormwater plan review fee will be limited to a maximum of 50 acres.	
SCM Maintenance Bond	25% of cost of installed and approved Infrastructure
SCM Performance Bond	125% of cost of uninstalled Improvements
SCM As-Built Review Fee:	\$200 per SCM

SOIL AND EROSION CONTROL FEES/GUARANTEES*Submit to Development Services*

Application for S&E Plan Approval	\$500 per disturbed acre
Future Lot Grading*	\$50 per acre of remaining building lot acreage
S&E Performance Guarantee**	\$2,500 per disturbed acre

*The future lot grading fee provides coverage under an erosion control permit and ensures compliance with NPDES stormwater regulations. Only the additional land disturbance associated with future building lots needs to be included.

**Performance guarantee must be in the form of a certified check, cash, or irrevocable letter of credit approved by the Town. The performance guarantee is due prior to the Town issuing a Letter of S&E Plan Approval and must be maintained after the issuance of the certificate of completion.

COMMERCIAL BUILDING PERMIT FEES							
Calculated and collected by Building Inspections and Permitting							
NEW STRUCTURES, ADDITIONS AND ALTERATIONS (Base Fee) 1,2,3							
Total Gross Building Floor Area of Construction		Fee Computation		<div>1. Alterations to existing structures, with no footprint increase, are charged at a rate of .60 of the Permit Fee or the minimum per trade fee based upon the Single Trade Fee Schedule, whichever is greater.</div> <div>2. Permits for “shell” buildings are charged at a rate of .60 of the Permit Fee, based upon a Business Occupancy, or the minimum per trade fee based upon the Single Trade Fee Schedule, whichever is greater. Area within the building shell, which is intended to be occupied, will have the permit fees for the occupied area computed per footnote #1 above.</div> <div>3. Additional Miscellaneous Fees, listed below, will be added to the permit fees as applicable.</div>			
0 - 500	Per Trade (see schedule below)						
501 - 5,000	A x B = Permit Fees						
5,001 - 10,000	(A x B X .80) + (1,000 X B) = Permit Fee						
10,001 - 15,000	(A x B X .70) + (3,000 X B) = Permit Fee						
15,001 - 20,000	(A x B X .60) + (4,500 X B) = Permit Fee						
20,001 - above	(A x B X .50) + (6,500 X B) = Permit Fee						
A=Total Gross Building Floor Area		B= Fee Per Square Foot Based Upon Occupancy					
Single Trade Fee Schedule		Fee Per Square Foot of Floor Area Based on Occupancy					
Building/Pool/Hot Tub Building	\$150	Occupancy	Fee	Occupancy	Fee	Occupancy	Fee
Electrical/Pool/Hot Tub Electrical	\$75	Assembly	0.55	Factory/Industrial	0.40	Mercantile	0.50
Mechanical/Pool/Hot Tub Mechanical	\$75	Business	0.60	Hazardous	0.50	Residential	0.55
Plumbing/Pool/Hot Tub Plumbing	\$75	Educational	0.60	Institutional	0.60	Storage/Utility	0.30
Grading	\$75						
MISCELLANEOUS FEES							
Change of General Contractor				\$50			
Conditional Electrical Power Inspection (Apex and Duke)				Optional Inspection			
Conditional Mechanical Systems Inspection				Optional Inspection			
Demolition (All Trades)				\$120			
Dumpster Enclosure				\$150 (Single Trade Building)			
Electric Vehicle Parking				\$75 per site (No fee when at an existing development)			
Elevator				\$50 per elevator			
Fire Alarm				\$75			
Fire Pumps, each				\$250			
Fire Sprinkler System				\$0.03 per square feet			
Fire Suppression				\$50			
Grease/Oil Interceptor				\$50			
Hood Suppression				\$75			
Irrigation System				See Irrigation Meters (pg 5) + Capital Reimbursement Fees (pg 6)			
Refrigeration				\$75			
Retaining Wall Permit				\$1 per linear foot			
Sales/Construction Trailer/Modular Classroom				Per Single Trade Fee Schedule			
Sign – New				\$150 + \$75 if electrical needed			
Site Lighting				\$75			
Solar PV System				No Fee			
Spray Paint Booth, each				\$150			
Storage Tank, each				\$50 Plus Associated Single Trade Fees			
Temporary Power (Town of Apex)				\$125			
Water and Sewer Capital Reimbursement Fees and Water Meters				Refer to Capital Reimbursement Fee Schedule (pg 6)			
Work Without a Permit				Double Permit Fees			
Stop Work Order				\$150 (May Require Extra Trip Fee)			
Expired Permit				½ Cost of Original Permit Fee			
PLAN REVIEW FEES (Non-refundable)							
Per Trade (Not applied toward cost of permit)				\$100 (no fee for Electric Vehicle Parking at an existing development)			
Plan Modification (Not applied toward cost of permit)				½ Review Fee or ½ per trade fee for single trade modifications			
Re-review fee (Not applied toward cost of permit)				½ Review Fee @ 3 rd , 5 th , 7 th , etc.			
Re-stamp Plans, Per Trade				\$75			
Retaining Wall, per submitted grouping (at least one per project/subdivision)				\$100			
EXPRESS PLAN REVIEW (2 hr. min) *				ADMINISTRATIVE FEES			
First Hour		\$1,000	Duplicate Building Record Card		\$10		
Each additional 15 minutes		\$250	General Records Research, Archive Files		\$3/page		
Cancellation Fee (3 days prior notice)		\$200	General Records Research, Current Files over 10 pages		\$0.50/page		
*when service is available							

INSPECTION FEES				
Water Resources Certificate of Occupancy - Water/Sewer Final	\$100	Job not ready for inspection or installation of tap, meter, etc.	\$150	
Standard re-inspection fee (Building, Electrical, Mechanical, Plumbing, Driveway, Water, and/or Sewer)	\$75	Cancelled Inspection fee (not cancelled by 8:00 am of scheduled day)	\$75	
Previous violations not corrected (all trades)	\$150			
ONE AND TWO FAMILY DWELLING PERMIT FEES				
Calculated and collected by Building Inspections and Permitting				
NEW STRUCTURES (Single Family/Duplex/Townhomes)		\$/SQ. FT.	MIN/\$/UNIT	
3,000 Gross SF and Less		0.35	\$500	
>3,000 Gross SF:(3000SFx \$0.35/SF)+(Additional SF x \$0.35/SF x.75) = Permit Fee		Per Formula		
ADDITIONS/ALTERATIONS 800 SQUARE FEET AND GREATER		ADDITIONS/ALTERATION LESS THAN 800 SQUARE FEET		
	\$/SQ. FT.	MIN/\$/UNIT	MIN/\$/UNIT	
Building	\$0.19	\$150	Building	\$150
Electrical	\$0.09	\$75	Electrical	\$75
Plumbing	\$0.09	\$75	Plumbing	\$75
Mechanical	\$0.09	\$75	Mechanical	\$75
ACCESSORY STRUCTURES		MIN/\$/UNIT	SINGLE TRADE FEE SCHEDULE	
Decks, Sheds, Roof Additions & Detached Garages, 400 sq. ft. or less		\$75	Building/Pool/Hot Tub Building	\$150
Decks, Sheds, Roof Additions & Detached Garages > 400 sq. ft.		\$150	Electrical/Pool/Hot Tub Electrical	\$75
Trellis (Attached to a structure)		\$40	Mechanical/Pool/Hot Tub Mechanical	\$75
Retaining Wall Plan Review		\$100	Plumbing/Pool/Hot Tub Plumbing	\$75
Retaining Wall		\$1 per linear foot	Grading	\$75
MISCELLANEOUS				
Change of General Contractor		\$50		
Change of Lot		\$50		
Demolition (All Trades)		\$150		
Driveway		\$100/lot		
House Moved		\$375		
Irrigation		See Irrigation Meters (pg 5) + Capital Reimbursement Fees (pg 6)		
Mobile Home (All Trades)		\$150		
Modular Home (All Trades)		\$375		
Solar PV System		No Fee		
Temporary Power (Town of Apex Only)		\$125		
Work Without Permit		Double Permit Fees		
Expired Permit		½ Cost of Original Permit Fee		
PLAN REVIEW FEES (Non-refundable)				
Initial Fee for New Single Family and Townhome Construction (Not applied to cost of permit)		\$110		
Initial Fee All Other Construction (Not applied toward cost of permit)		\$100		
Plan Modification Fee (Not applied toward cost of permit)		½ Review Fee		
Re-review Fee (Not applied toward cost of permit)		½ Review Fee @ 3 rd , 5 th , 7 th , etc.		
Re-stamp Plans		\$60		
INSPECTION FEES				
Water Resources Certificate of Occupancy - Water/Sewer Final		\$100		
Standard re-inspection fee (Building, Electrical, Mechanical, Plumbing, Water, and/or Sewer)		\$75		
Job not ready for inspection or installation of tap, meter, etc.		\$150		
Previous Building, Electrical, Mechanical, Plumbing violations not corrected		\$150		
EXPRESS PLAN REVIEW (2 HOUR MINIMUM) – When service is available				
First Hour		\$600 + \$150 each additional 15 minutes		
Cancellation Fee without (3 days prior notice)		\$200		

ELECTRICAL UNDERGROUND AND SERVICE LATERAL FEES

Calculated by the Electric Department

Primary Facilities: <i>Collected by Electric Department</i> Based on cost difference of normal overhead facilities and the requested underground facilities.		Service Laterals: <i>Collected by Building Inspections Permitting</i> Charges are for the first 100 feet of service length. An excess footage charge, if applicable, is billed separately by the Electric Utilities Division at \$4.25/foot over 100 feet.	
Single-Family	\$526.75 \$2,722 /lot	Single-Family	\$561 \$776 /service lateral
Townhomes	\$526.75 \$1,914 /unit	Townhomes	\$561 \$776 /service lateral
Apartments	\$526.75 \$1,914 point of delivery	Apartments are typically served with multiple meter bases at approved locations; service laterals are usually installed in conjunction with the primary facilities and service lateral charges do not apply	
EV Chargers	@ cost determined at submittal request		

WATER TAPS AND METER FEES**

Submit Tap fees to Water Resources and Water Meter fees to Building Inspections and Permitting

Fees are based on 60 foot right-of-way roads and lateral lengths less than 100 feet. Special cases, wider rights-of-way, special or complex boring and items not shown shall be at cost.

Size	Base Cost	Add Bore	Add Street Cut	Meter Only*
¾ inch	\$2,000 \$2,300	\$550	\$800 \$1,000	\$215 \$315
1 inch	\$2,200 \$2,600	\$550	\$800 \$1,000	\$325 \$450
1 ½ inch	N/A	N/A	N/A	\$650 \$785
2 inch	N/A	N/A	N/A	\$830 \$960
3 inch	N/A	N/A	N/A	\$3,255
4 inch	N/A	N/A	N/A	\$4,265

*If meter setter is not readily accessible or not functional when town staff arrives onsite, the meter will not be installed. Owner will be required to reschedule and pay fee as noted under "Inspection Fees" section (pgs 3 and 4) of this document. The Town will reschedule work within 7 days of receipt of the "Inspection Fees".

SEWER TAPS**

Size	Base Cost	Add Bore	Add Street Cut
4 inch	\$2,100	Not available	\$800 \$1,000

**The Town of Apex does not install water or sewer taps for commercial development or new residential construction.

WATER BACTERIOLOGICAL SAMPLE FEE

Samples collected by Water Resources Department. Fees collected by Development Services	\$100 \$175
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SEWER AND STORMWATER RE-INSPECTION FEES

Submit to Water Resources Department

Sewer and Storm drain re-inspection fee	\$325 remobilization fee plus \$0.25 per linear foot over 1,000'
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IRRIGATION METERS

Submit to Building Inspections & Permitting (Irrigation meter **required** for ALL irrigation systems)

	Single-Family Residential (Includes duplex and townhomes)	Multi-Family and Commercial
Permit Fee	\$75	\$75
Meter Fee	Based on meter size; see "Water Meter Fees" (pg 6)	Based on meter size; see "Water Meter Fees," (pg 6)
Meter Tap	\$800 (See condition 7 below)	See condition 6 below
Capital Reimbursement Fees	Based on meter size; see "Capital Reimbursement Fees" (pg 6)	Based on meter size; see "Capital Reimbursement Fees" (pg 6)

Conditions:

- All irrigation meters will require payment of capital reimbursement fees.
- NCGS requires a second meter for in-ground irrigation systems and that systems be protected by an approved backflow preventer.
- A plumbing permit is required for installation of the system from the meter to the backflow preventer.
- All associated fees will be collected by the Building Inspections & Permitting Department prior to issuance of a permit.
- All other non-single family customers (subdivision entrances and commercial sites) require a second meter.
- The Water Resources – Water & Sewer Utility Operations Division will only install the tap for meters for existing single-family customers; all other taps must be installed by a private contractor and inspected by Water Resources Infrastructure Inspections Division.
- Single family Meter Tap Fee includes installing a split tap at an existing meter. If the split tap is already installed, see "Meter Only" fees under the "Water Taps & Meter Fees."

WATER AND SEWER CAPITAL REIMBURSEMENT FEES*Calculated and collected by Inspections and Permitting & Planning*

The purpose of Capital Reimbursement Fees are one-time capital charges assessed against new development as a way to provide or cover a proportional share of the costs of capital facilities. These treatment facilities provide the system capacity that each new development will demand when connected to the water and sewer systems. Additional fee assessments shall be required of nonresidential customers who, after paying a Capital Reimbursement Fees fee, expand their service requirements. A 75% grant may be available in the Central Business District.

Meter Size (inches)	Water Fee	Sewer Fee	Total Fees
3/4	\$1,783 \$1,788	\$3,675 -\$4,290	\$5,458 -\$6,078
1	\$2,972 \$2,980	\$6,124 -\$7,150	\$9,096 -\$10,130
1.5	\$5,943 -\$5,960	\$12,249 -\$14,300	\$18,192 -\$20,260
2	\$9,509 -\$9,536	\$19,598 -\$22,880	\$29,107 -\$32,416
3	\$19,019 -\$19,072	\$39,195 -\$45,760	\$58,214 -\$64,832
4	\$29,717 -\$29,800	\$61,243 -\$71,500	\$90,960 -\$101,300
6	\$59,433 -\$59,600	\$122,486 -\$143,000	\$181,919 -\$202,600
8	\$95,093 -\$95,360	\$195,977 -\$228,800	\$291,070 -\$324,160
10	\$249,620 -\$250,320	\$514,439 -\$600,600	\$764,059 -\$850,920
12	\$314,997 -\$315,880	\$649,173 -\$757,900	\$964,170 -\$1,073,780

Utility Rates & Fees**CUSTOMER DEPOSITS**

Residential Electric Deposit	\$200	Commercial Deposit	2 times monthly average for service location or minimum of \$200*
Residential Water Deposit	\$50		

*NCGS 160A-314 (a); North Carolina Utilities Commission Guidelines: R8-33

FEES

Application/Service Initiation Fee	\$15	Pretreatment Program Charges	
Returned Check/Draft Fee	\$25	- Permitted Flow (per 1,000 gallons)	\$0.33
Non-Payment Service Fee	\$25	Surcharge Rates (quarterly)	
After Hours Service Fee	\$75	- BOD	\$0.278 per lb.
Late Fee for Charges Unpaid by Due Date	1% of unpaid balance	- COD	\$0.278 per lb.
Extension Fee	\$0	- TSS	\$0.051 per lb.
Reconnect Disconnected Meter	\$25	Analytical Testing Charges	
Backflow Testing	At cost	- BOD	\$20
Meter Testing Fees		- TSS	\$12
- Meter Test Fee (one test per year at no cost; additional reads are charged only if the meter read is correct)	\$50	- Ammonia	\$12
- Meter Test (under 2 inch meter)	\$50	- COD	\$20
- Meter Test (2+ inch meter)	At cost + 10 %	- Cyanide	\$25
Damaged Water Meter*	\$53 + cost of meter	- Oil & Grease	\$30
Damaged ERT Holder Replacement Fee*	\$16.25	- Total Phosphorus	\$16
Pedestal Replacement (Electric)	\$149 + cost of pedestal	- Total Nitrogen	\$40
Septic Tank Pump Fee	At cost	- Arsenic, Cadmium, Chromium, Copper, Lead, Mercury, Molybdenum, Nickel, Selenium, Silver, Zinc	\$13 each
(per 1991 annexation agreements; only available in certain locations)			

* fees would only be applied to active building permits that require a replacement meter, ERT holder or pedestal due to contractor damage

SOLID WASTE FEES

Yard Waste Collection	\$7.83/month	Dumpster Service	
Residential Roll-Out Cart	\$9.61 \$9.85/month	- 4 CY Dumpster	\$141.18 \$145.86/month
Commercial Roll-Out Cart	\$20.12 \$20.62/month	- 6 CY Dumpster	\$169.09 \$173.32/month
Recycling (Per Bin or Cart)	\$4.55 \$5.24/month	- 8 CY Dumpster	\$194.00 \$198.85/month
Bulk items	\$11/each	Bulk Items - Half Load	\$22
White Goods	\$18/each	Bulk Items - Full Load	\$40

STREET SIGN FEES

Replacement sign costs			
- Street sign only (1 blade)	\$37	- Street sign replacement + install	\$152
- Street sign only (2 blades)	\$74	- Stop sign replacement + install	\$105.75
- Stop Sign only	\$28	- Street/Stop sign combination + install	\$180

* Original installation of all safety, regulatory, and street signs is the responsibility of the developer prior to plat.

STORMWATER FEES	
Stormwater fees are effective January 2022. (Tier 5 effective January 1, 2024). Stormwater utility fees are based on the total amount of impervious surface on an individual lot or parcel.	
Residential - Detached single-family homes, a duplex, or a manufactured home located on an individual lot or parcel.	
Tier 1: 400-1,500ft ²	\$1.50
Tier 2: 1,501-3,000ft ²	\$5.00
Tier 3: 3,001-4,000ft ²	\$7.50
Tier 4: 4,001ft ² -5,400ft ²	\$10.00
Tier 5: >5,400ft ²	\$5.00 per ERU (Total Impervious Area/\$2,700ft ² * \$5)
Non-Residential - Parcels that contain more than two residential units, public/private institutional buildings, commercial buildings, parking lots, churches, etc.	
	\$5.00 per ERU (Total Impervious Area/\$2,700ft ² * \$5)
<i>*ERU (Equivalent Residential Unit) is the GIS analysis of average impervious surface (rooftops, driveways, sidewalks, parking lots) per residential property. Approximately 2,700 ft².</i>	
<i>*Properties with less than 400ft² of impervious surface are exempt.</i>	

WATER & SEWER RATES			
Water Rates		Inside Town Limits	Outside Town Limits
Water Base Charge		\$6.00	\$12.00
Water Volumetric Rates (per 1,000 gallons)			
Commercial		\$4.25 \$4.42	\$8.50 \$8.84
Residential	Tier 1: 0 - 6,000 gal	\$4.25 \$4.42	\$8.50 \$8.84
	Tier 2: 6,001 - 12,000 gal	\$4.89 \$5.09	\$9.78 \$10.18
	Tier 3: > 12,000 gal	\$6.59 \$6.85	\$13.18 \$13.70
<i>*Farmpond Area: Per Interlocal Agreements with the Town of Cary, the Apex special published rate shall be based on the Cary published residential base rate and per thousand gallons plus an Apex charge of \$2 per thousand gallons."</i>			
Wholesale Water Base Charge		\$5.45	Wholesale Water Volumetric Rates (per 1,000 gallons) \$4.09
Sewer Rates		Inside Town Limits	Outside Town Limits
Sewer Base Charge		\$10.75 \$11.18	\$21.50 \$22.36
Sewer Volumetric Rates (per 1,000 gallons)			
Commercial & Residential		\$7.45 \$7.75	\$14.90 \$15.50
Colvin Park/White Oak *		\$12.55	N/A
<i>*Per the Alternative Sewer Agreement, "the Apex special published rate shall be based on the Cary published residential rate per thousand gallons plus an Apex charge of \$2 per thousand gallons."</i>			
Wholesale Sewer Base Charge		\$10.75 \$11.18	Wholesale Sewer Volumetric Rates (per 1,000 gallons) \$7.45 \$7.75
Flat Rate Sewer		\$40.00/month	
Irrigation Rates		Inside Town Limits	Outside Town Limits
Irrigation Base Charge		\$6.00	\$6.00
Irrigation Volumetric Rates (per 1,000 gallons)		\$6.59	\$13.18
Bulk Water			
Hook Up Fee (per connection)	\$12	Hydrant meter	
Volumetric Rates (per 1,000 gallons)	\$7.20	- Set up/Relocate/Pickup	\$50/event
		- Rental Fee	\$12/day
		- Hydrant Meter replacement and/or repair	At cost + 10%

ELECTRIC RATES							
Service	Base Charge	Energy Charge (per kWh) All					
Residential	\$25.00 \$26.38	\$0.0942 \$0.0994					
Service	Base Charge	Energy Charge (per kWh) ALL					
Small General Service	\$27.00 \$28.50	\$0.0966 \$0.1019					
Service	Base Charge	Energy Charge (per kW)					
		On Peak		Off Peak		Bilateral Credit On Peak	Bilateral Credit Off Peak
Residential-Time of Use-TOU	\$25.00 \$26.38	\$0.195 \$0.2057	\$0.0518 \$0.0546	\$0.1303 \$0.1375	\$0.031 \$0.0327		
Small General Service-TOU	\$27.00 \$28.50	\$0.195 \$0.2048	\$0.0537 \$0.0564	\$0.1303 \$0.1368	\$0.031 \$0.0326		
Service	Base Charge	Energy Charge (per kWh) ALL			Demand Charge (per kW) ALL		
Medium General Service	\$85.00 \$90.00	\$0.0731 \$0.0780			\$7.75 \$8.20		
Medium General Service-TOU	\$85.00 \$90.00	\$0.07 \$0.0739			\$11.50 \$12.25		
Large General Service	\$175.00	\$0.0593 \$0.0622			\$10.32 \$11.00		
Large General Service-TOU	\$175.00	\$0.0579 \$0.0607			\$11.86 \$12.75		

Service	Base Charge	Energy Charge (per kWh) ALL	Demand Charge (per kW)	
			All Coincident Demand	All Excess Demand
Large General Service-Coincident Peak	\$350.00	\$0.0451 \$0.0476	\$20.18 \$21.00	\$3.93 \$4.19

ELECTRIC RATES

Outdoor Lighting

Standard Lighting Service Basic Rate The basic rate does not include the monthly charges for additional facilities, outdoor lighting poles, underground service, or any contribution required under this Schedule.

Sodium Vapor Units* Obsolete – no longer installed	Wattage	Monthly Charge	Monthly kWh
5,800 lumen-semi	70	\$8.230/Fixture	29/Fixture
9,500 lumen-semi	100	\$9.15/Fixture	46/Fixture
9,500 lumen-enclosed/post/flood	100	\$10.42/Fixture	46/Fixture
27,500 lumen-enclosed	250	\$18.67/Fixture	99/Fixture
27,500 lumen flood	250	\$19.86/Fixture	109/Fixture
50,000 lumen-enclosed	400	\$25.17/Fixture	152/Fixture
50,000 lumen flood	400	\$27.55/Fixture	168/Fixture

LED Units

Acorn Fixture (Obsolete, no new installs)	51	\$19.36/Fixture	29/Fixture
Shoebox – 1	61	\$12.17/Fixture	29/Fixture
Shoebox – 2	151	\$19.57/Fixture	29/Fixture
Area Light	51	\$8.71/Fixture	29/Fixture
Cobrahead – 1	51	\$11.38/Fixture	29/Fixture
Cobrahead – 2	151	\$17.51/Fixture	29/Fixture
Lantern – 1 w/ Lens (Obsolete, no new installs)	51	\$15.19/Fixture	29/Fixture
Lantern – 2 w/o Lens	51	\$18.29/Fixture	29/Fixture

Special Contract Lights

(residential dedicated public streets outside corporate limits)

	Monthly charge	Special Area Lighting Pole	Monthly Charge
100-watt HPS enclosed luminaire on approved wood pole	\$2.29/customer	Wood	\$ 2.51/pole
Fiberglass pole or post w/ approved 100-watt HPS luminaire	\$2.93/customer	Metal 18' Fiberglass or post	\$ 3.51/pole
		Decorative Square metal	\$13.01/pole

Non-standard Premium Lighting Service The following charges are in addition to Standard Lighting Service Basic Rate identified above.

Premium Lighting Fixtures	Monthly charge	Premium Posts / Brackets	Monthly charge
Prismatic series classic or colony top	\$3.63/Fixture	Decorative shroud w/ standard fiberglass post	\$11.74/post
Prismatic series classic or colony top w/ crown & rib	\$4.36/Fixture	Fluted direct bury post	\$18.53/post
Vandermore series w/o spikes	\$2.42/Fixture	Premium Twin mounting bracket	—\$4.84/bracket

*Maintenance only; no new installs

Underground (UG) Service: For Underground service, the monthly bill will be increased by \$3.50 per pole or, in lieu thereof, a one-time contribution of \$175.17 per pole. The monthly UG charge, if selected, may be terminated at any time upon payment by Customer of the one-time contribution. The UG charge will be waived if the lighting facilities are installed during the installation of the main electric facilities. The monthly pole charge defined below will also be applicable to underground service.

Additional Facilities

- Multiple area lighting fixtures may be installed per pole subject to town review and approval. The monthly charge for each additional fixture will be the charge in accordance with the Monthly Rate for that fixture.
- For distribution transformer and/or primary conductor extension, 2% of the estimated installed cost of the excess circuit.
- For an underground circuit in excess of 250 feet for an area lighting pole, 2% of the estimated installed cost of the excess circuit.
- For a metal pole, 2% of the estimated cost of overhead or underground metal poles requiring special construction or features, which are in excess of the estimated, installed cost of standard underground metal poles.

VENDOR FEES

Obtain Permit from the Town of Apex Police Department

Solicitor/Peddler/Park Concessioner*	Transient/Mobile Food Vendors
30-day Permit \$50	Annual Permit \$150
90-day Permit \$100	*Anyone selling anything, including food, in a Town of Apex Park
180-day Permit (Park Concessions Only) \$175	must obtain a Park Concessions Permit.

- Solicitor** - Anyone going door-to-door to take orders for products, share information or seek donations.
- Peddler** - Anyone transporting goods door-to-door for sale (i.e. ice cream truck).
- Park Concessioner** - Anyone selling merchandise, food, and or beverages in a town park.
- Transient Vendor** - Anyone selling goods or services from a temporary business location (i.e. parking or vacant lot).
- Mobile Food Vendor** - Anyone selling food and/or beverages from a readily movable food unit

FIRE DEPARTMENT FEES

Submit request and fees to Customer Service

Inspection Fees	\$0	False Alarm Fines (per Calendar Year)	
Reinspection (charged for 2nd and all subsequent reinspections)	\$75	4 false alarms	\$150
Fire Inspections Violation Fines:		5 false alarms	\$200
Imminent hazard violation	\$250	6 + false alarms	\$250 each
Hazardous Materials Consumable Items	At Cost	Fire Flows	\$75

PARKS & RECREATION

Fees are paid to Parks & Recreation

Withdrawal₁

- 10+ days advance notice \$5.00
- Less than 10 days' notice & participant can be replaced from a waiting list 75% of costs plus \$5 processing fee

Cancellation

- Less than 7 business days prior to rental No credit or refund in any amount excluding rental deposit₁
- 7-59 business days prior to rental 50% refund₂
- 60 or more business days prior to rental 90% refund₂

Date Change Request

- Less than 7 business days prior to rental No date change requests accepted₁
- 7 or more business days prior to rental₃ All fees and deposits may be transferred₄

1. No refunds are issued when the amount is less than \$6.00. No refunds are issued when non-refundable deposits, admission fees or costs are paid in advance by the Town.

2. Including rentals made within 7 business days of the rental date

3. Issued upon written request

4. Reschedule dates may occur no later than 30 calendar days from original.

5. Subject to room availability and the availability of required staff.

	Resident	Non-Resident		Resident	Non-Resident
Fishing Licenses			Senior Exercise Membership (55+)	\$0 for unlimited	\$10 for 20 visits
- 12 years & under	\$0	\$10/year	Splash Pad Session Pass (2 hours)	\$2	\$4
- 13-54 years old	\$0	\$25/year	Open Gym Pass - Basketball/Volleyball/Senior Pickleball (for 10 visits)		
- 55 +	\$0	\$6/year	- Age 0-7	\$0	\$5
- Guest Pass	\$0	\$5/visit	- Age 8-17	\$5	\$20
Dog Park Passes			- Age 18-54	\$10	\$30
- Single Dog	\$30	\$60	- Age 55+	\$0	\$20
- Multiple Dogs	\$50	\$100	Vessel Permits (Jan - Dec)	\$5/year	\$40/year
- Additional Passes	\$10/pass	\$10/pass			

Facility Rentals

All reservations for 100 persons or more require Director approval and may require additional attendants, police and other requirements as deemed necessary by APRCR

	Resident	Non-Resident	Halle Cultural Arts Center	Resident	Non-Resident
Facility Deposit (Refundable)	\$250	\$250	- Auditorium	\$100/hour	\$150/hour
Amphitheater Deposit (Refundable)	\$200	\$200	- Sound/Light Booth	\$50/hour	\$75/hour
After Hours Attendant Fee Rentals ₂	\$40/hour	\$40/hour	- Overnight Storage	\$50/night	\$75/night
Community Center			- Studio Gallery	\$50/hour	\$75/hour
- Summit Room	\$35/hour	\$52.50/hour	- Studio A	\$35/hour	\$52.50/hour
- Summit Room Projector Fee	\$15/hour	\$15/hour	- Piano (separate \$200 deposit required)	\$25/hour	\$37.50/hour
- Pinnacle Room	\$35/hour	\$52.50/hour	— Attendant Fees (after hours)	\$20/hour	\$20/hour
- Zenith Room	\$35/hour	\$52.50/hour	- 4 Hour Auditorium Package	\$600	\$900
- Catering Kitchen ₃	\$21/hour	\$31.50/hour	- 4 Hour Gallery Package	\$400	\$600
- Arts & Crafts Room	\$21/hour	\$31.50/hour	- Portable Projector Fee	\$15/hour	\$15/hour
Senior Center₄			Field & Gym Rentals₅		
- Salem Meeting Room (#108)	\$100/hour	\$150/hour	Athletic Field – natural turf (no lights)	\$40/hour	\$60\$40/hour
- Saunders Meeting Room (#110)	\$100/hour	\$150/hour	Athletic Field – natural turf (w/ lights)	\$60/hour	\$80\$60/hour
- Seaboard Meeting Room (#112)	\$100/hour	\$150/hour	Athletic Field – synthetic turf (no lights)*	\$70\$75/hour	\$105\$75/hour
- Projector Fee (#108,110 or 112)	\$15/hour	\$15/hour	Athletic Field – synthetic turf (w/ lights) †	\$90\$95/hour	\$125\$95/hour
- Large Projector (#108,110 & 112)	\$30/hour	\$30/hour	Gym - Whole	\$65\$75/hour	\$97.50\$75/hour
- Kitchen Room (#120)	\$30/hour	\$45/hour	<i>* Synthetic Turf Fields require additional \$250 Damage Deposit</i>		
- Chatham Classroom (#131)	\$35/hour	\$52.50/hour	<i>* Natural Turf Fields require additional \$100 Damage Deposit</i>		
- Friendship Classroom (#133)	\$35/hour	\$52.50/hour	Shelter Rentals		
- Arts & Crafts Room (#202)	\$35/hour	\$52.50/hour	Refundable Deposit (Shelter)	\$100	\$100
- Hunter Exercise Room (#210)	\$30/hour	\$45/hour	Apex Community Park – small	\$17.50\$20/hour	\$26.25\$30/hour
- Hughes Exercise Room (#215)	\$30/hour	\$45/hour	Apex Community Park – large	\$22.50\$30/hour	\$33.75\$40/hour
- Salem, Saunders & Seaboard ₅	\$1,200/4 hours	\$1,500/4 hours	Hunter Street Park – small	\$17.50\$20/hour	\$26.25\$30/hour
Pleasant Park			Jaycee Park – small	\$17.50\$20/hour	\$26.25\$30/hour
- Pleasant Park Meeting Room	\$35/hour	\$52.50/hour	Kelly Road Park – small	\$17.50\$20/hour	\$26.25\$30/hour
Other Amenity Rentals			k – small	\$17.50\$20/hour	\$26.25\$30/hour
- Tennis Courts (2-min/4-max)	\$15/hour/court	\$22.50/hour	k – large	\$17.50\$30/hour	\$26.25\$40/hour

Other Amenity Rentals Cont.	Resident	Non-Resident	Shelter Rentals Cont.	Resident	Non-Resident
- Tennis Courts (2 min/4 max)	\$15/hour/court	\$22.50/hour/court	Pleasant Park Amenity Shelter - large	\$30/hour	\$40/hour
- Pickleball Courts	\$15/hour/court	\$22.50/hour/court	Pleasant Park Shelter - large	\$30/hour	\$40/hour
- Sand Volleyball Court	\$15/hour/court	\$22.50/hour/court	Seagroves Farm Park - small	\$17.50\$20/hour	\$26.25\$30/hour
- Disc Golf Course	\$45/hour	\$67.50/hour			
- Disc Golf Course (1/2 day)	\$125	\$190	Pleasant Park Tournament Packages		Package Cost
- Disc Golf Course (full day)	\$250	\$375	Full Day Event (cost per field)		\$650/day
- Amphitheater (1/2 day)	\$125	\$187.50\$190	Additional field preparation		\$100/field
- Amphitheater (whole day)	\$250	\$375	Use of Scoreboard (cost per field)		\$100/day
- Extra Table Fee	\$3/table	\$3/table	Use of Team Rooms (cost per room)		\$100/day
Attendant Fee (100+ Guests)	\$20/hour	\$20/hour	Use of Referee Room		\$50/day
			Signature Field 4-Hr Game Package		\$400
			Pickleball Event all-day Rental (6 courts)		\$650/day
1. Requires additional approval by Director; 3. attached to Zenith Room 4. Projector use is an additional fee as noted, 5. Fee includes after hours attendant fees for 2 attendants, kitchen and all three rooms) 6. All rentals require a 2-hour minimum.					

Town of Apex, North Carolina
FY 2023 – 2024 Annual Budget
New Position Recommendations

General Fund						
Department	Position	Rec.	FY23-24 Personnel Cost	Operating & Capital Costs	Total Costs	Notes
Administration	Admin Assistant	1	\$ 42,543	\$ 4,525	\$ 47,068	
Information Technology	IT Specialist (Jr Operations Specialist)	1	\$ 56,646	\$ 3,575	\$ 60,221	
	IT Process Analyst (Business/Data)	1	\$ 131,489	\$ 4,275	\$ 135,764	ERP transitions
	Geographic Information Systems (GIS) Analyst	1	\$ 60,999	\$ 37,775	\$ 98,774	Combine PW/PRCR request
Communications	Public Safety PIO (Public Information Officer)	1	\$ 60,999	\$ 7,600	\$ 68,599	
Finance	Assistant Finance Director	1	\$ 181,793	\$ 9,075	\$ 190,868	Accounting capacity; no Asst. BC Superv.
	Purchasing/Contracting Specialist	1	\$ 91,253	\$ 5,075	\$ 96,328	
Community Development & Neighborhood Connections	Neighborhood Improvement Specialist	1	\$ 52,652	\$ 4,925	\$ 57,577	
	311 Manager	1	\$ 121,999	\$ 4,925	\$ 126,924	
Facilities	Facilities Maintenance Technician	1	\$ 48,988	\$ 58,900	\$ 107,888	FY 23 authorization Vacant
Police	Police Officer	3	\$ 245,797	\$ 327,150	\$ 572,947	Phase, plan has 4 FY 24
	Police Officer-Directed Patrol 1	2	\$ 163,865	\$ 218,300	\$ 382,165	
	School Resource Officer	1	\$ 81,932	\$ 109,150	\$ 191,082	Council Request
Fire	Emergency Management Coordinator	1	\$ 71,204	\$ 14,500	\$ 85,704	
Fleet	Fleet Services Manager	1	\$ 113,291	\$ 3,100	\$ 116,391	
Parks & Recreation	Volunteer Coordinator	1	\$ 48,988	\$ 8,375	\$ 57,363	
	Recreation Customer Service Specialist	1	\$ 45,627	\$ 1,025	\$ 46,652	PT to FT; Senior Center
	30-hr. Camp Director w/ Benefits	2	\$ 155,239	\$ 9,940	\$ 165,179	TO Camp Expansion
	Recreation Program Specialist	1	\$ 105,304	\$ 254,370	\$ 359,674	TO Camp Expansion
	Pleasant Park Operations Worker	1	\$ 85,085	\$ 2,534	\$ 87,619	
Fund Total		24	\$ 1,965,692	\$ 1,198,244	\$ 3,163,936	
Enterprise Funds						
Sewer Maintenance	Utility Crew Field Supervisor	1	\$ 113,335	\$ 92,355	\$ 205,690	
Stormwater	Stormwater Engineer	1	\$ 142,451	\$ 4,675	\$ 147,126	
Electric	Electric Line Tech	2	\$ 105,349	\$ 58,600	\$ 163,949	
Fund Total		4	\$ 361,135	\$ 155,630	\$ 516,765	

Town of Apex, North Carolina FY 2023 – 2024 Annual Budget

Budget Message

The Honorable Jacques K. Gilbert, Mayor
Members of the Apex Town Council

Dear Mayor Gilbert and Apex Town Council:

In accordance with the Local Government Budget and Fiscal Control Act and NC General Statute 159-11, I am pleased to present the proposed Annual Budget for Fiscal Year 2023-2024 for your consideration.

Multiple factors influence the annual budget process, including the condition of the national, state, and local economies and the needs identified in our community by elected officials, staff, advisory boards, and residents. While our most recent resident survey responses were overwhelmingly positive, and the Town continues to receive AAA bond ratings from Standard & Poor's Corporation and Aaa with Moody's Investors Service, we will continue to strive to provide outstanding services by looking for opportunities for improvement. Considering the external effects of the economy, the needs identified for our community, and feedback from the residents' survey, the proposed budget represents a significant amount of careful consideration and study in order for the town to meet its obligations, fulfill its goals, and remain fiscally healthy.

In November 2022, we celebrated Town Council's formal adoption of our strategic plan, Game Plan Apex. The strategic goals and framework of the plan, which will incorporate departmental plans, provided guidance for staff in the development of a proactive budget that will balance improving current town programs and services with development of new programs and projects. The budget will highlight Town Council's strategic goals throughout and present elements from Game Plan Apex and selected performance indicators. Town Council's strategic goals are:

Welcoming Community: Create a safe and welcoming environment fostering community connections and high-quality recreational and cultural experiences supporting a sense of belonging.

High Performing Government: Deliver exceptional service valuing an engaged workforce with an emphasis on efficiency, collaboration, innovation, and inclusion.

Environmental Leadership: Commit to sustaining natural resources and environmental well-being.

Responsible Development: Encourage equitable and sustainable development that provides accessibility and connectivity throughout the community.

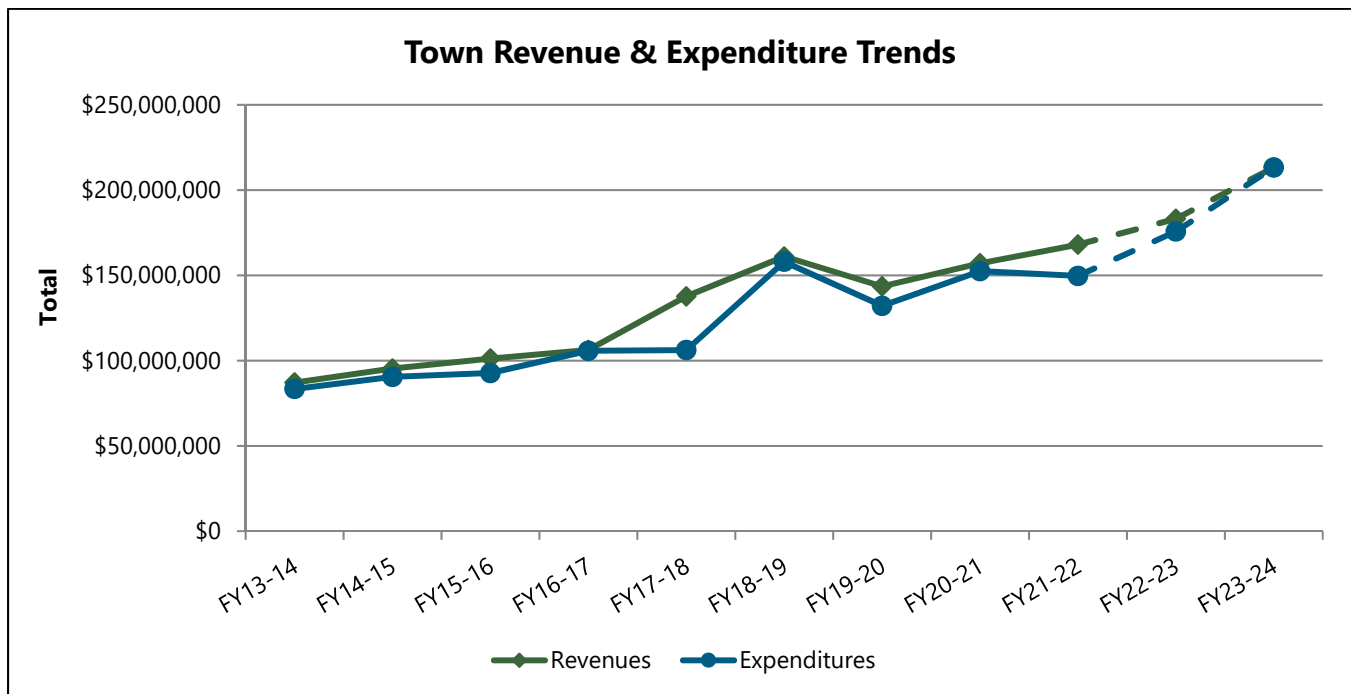
Economic Vitality: Improve and sustain an environment that invites and retains a diversity of residents, employment opportunities, and businesses.



FY23-24 Budget Highlights	
General Fund Expenditures	\$102,072,200
Electric Fund Expenditures	\$ 51,837,800
Water & Sewer Fund Expenditures	\$ 28,974,200
Stormwater Fund Expenditures	\$ 2,671,900
Non-major & Capital Fund Expenditures	\$ 27,854,400
Total Budget	\$213,410,500
Property Tax Rate \$0.44 per \$100 valuation <i>Property tax rate is \$.03 more than FY22-23</i>	
Electric Rates Residential: \$26.38 base charge, \$0.0994 per kWh energy charge <i>Base rate increase of \$1.38, kWh charge increase of 5.5%</i>	
Water Rates \$6.00 base charge, \$4.42 - \$6.85 per 1000 gal. consumption (tiered)	
Sewer Rates \$11.18 base charge, \$7.75 per 1000 gal. consumption <i>Water base rate does not change, volumetric rate increase of 4%</i> <i>Sewer base rate increase of \$0.43, volumetric increase of 4%</i>	

Recommended Budget

The FY23-24 Recommended Budget totals \$213,410,500 for all town operations, capital improvements, and debt service requirements. This is \$13,025,651 (6.5 percent) more than the FY22-23 Amended Budget as of April 1, 2023. Following Town Council's direction, the budget is balanced with a tax rate of \$0.44, an increase of \$.03 from the current tax rate. The budget includes a \$1.38 base rate increase and a five and one half percent energy charge increase in electric rates, a four percent volumetric increase in water rates, a four percent base rate and volumetric increase in sewer rates, and use of \$4,675,000 in fund balance from the General Fund.

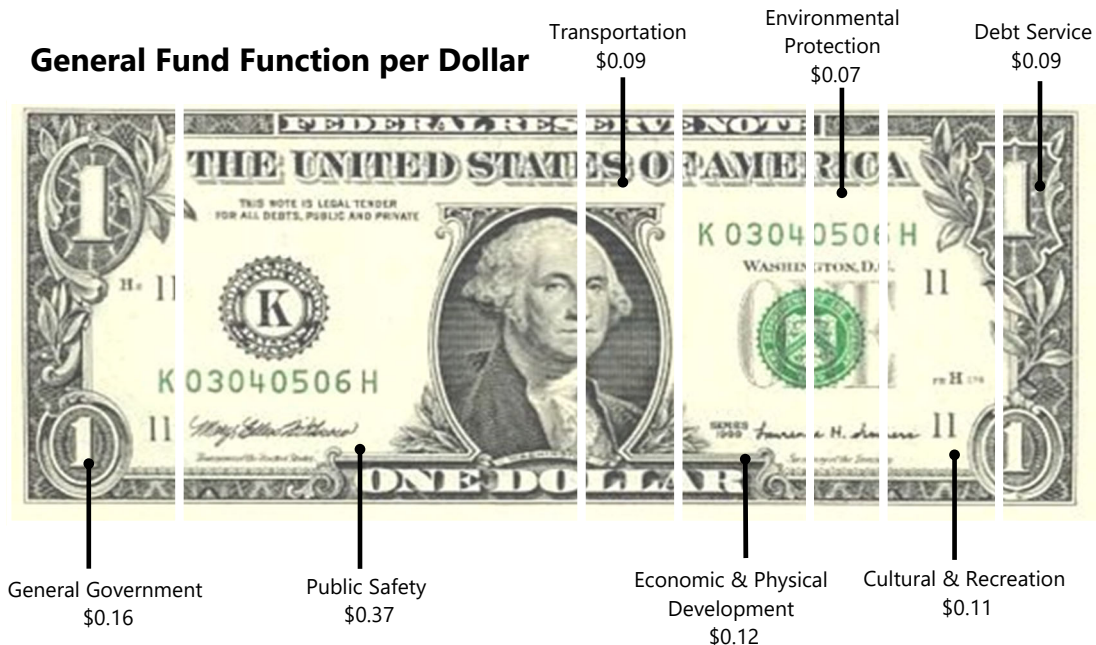


General Fund

The General Fund accounts for resources not required legally or by sound financial management to be accounted for in another fund. The General Fund includes services that cannot be operated as a business enterprise and rely on tax dollars as their primary source of revenue. The FY23-24 Recommended Budget for the General Fund totals \$102,072,200, which is 3.98 percent less than the FY22-23 Amended Budget of \$106,300,732 as of April 1, 2023.

General Fund Expenditures

Apex's population continues to grow, but the pace of growth is beginning to slow. While the five-year average remains high at 7.8 percent, the rate dropped to four percent in FY21-22 and is on pace for between four and five percent in FY22-23. That is still a healthy growth rate but the slowing pace affects the rate of revenue growth and has to be considered when preparing the budget. Growth brings about increasing demands on town services. To keep pace with this demand and provide new services, the Town must provide necessary resources in the budget. These resources include personnel, supplies, equipment, and investment in facilities and infrastructure. The Town of Apex is dedicated to sound financial management and diligently evaluates all expenditures to maintain a responsible budget and demonstrate good stewardship of public funds. The Town's 22 General Fund departments and divisions can be grouped into six primary function areas. More than one-third of every dollar spent in the General Fund goes toward public safety, which includes police, fire, and emergency communications.



Comparing the FY23-24 Recommended Budget to the FY22-23 Amended Budget reveals operating expenses and capital expenditures are down from FY22-23 while increases in personnel costs and debt service drive the year-over-year increase. The combination of 24 new positions, compensation adjustments, health and dental insurance increases, and retirement rate increases all contribute to the 8.21 percent increase in personnel costs. Included in the 24 new positions for General Fund are five police officers, a school resource officer, an emergency management coordinator, and a public safety public information officer in response to Town Council's request to enhance public safety. New positions also include three positions for a new summer and track-out camp program in the Parks, Recreation, and Cultural Resources Department in response to the community's request for additional youth services. Within the 8.05 percent debt service increase are payments for the 2015 and 2021 transportation bonds to be sold in FY23-24.



General Fund Expenditures by Type					
Type	FY21-22 Actual	FY22-23 Budget	FY22-23 Estimate	FY23-24 Budget	Percent Change
Personnel	39,126,492	52,751,120	48,485,172	57,083,500	8.21%
Operating	16,895,806	27,024,792	23,242,632	25,282,400	-6.45%
Capital	10,769,127	17,767,120	17,933,727	10,243,300	-42.35%
Debt Service	7,322,038	8,757,700	8,757,700	9,463,000	8.05%
Total	\$74,113,463	\$106,300,732	\$98,419,231	\$102,072,200	-3.98%

General Fund Department/Division Budgets					
Department/Division	FY21-22 Actual	FY22-23 Budget	FY23-24 Budget	Percent Change	FY23-24 Variance
Governing Body	301,540	238,700	524,200	119.61%	285,500
Clerk	198,066	290,100	527,200	81.73%	237,100
Administration	1,805,941	1,542,813	1,549,900	0.46%	7,087
Human Resources	1,544,492	2,464,038	2,856,700	15.94%	392,662
Information Technology	2,052,886	3,497,005	3,483,100	-0.40%	(13,905)
Legal Services	483,041	606,040	629,200	3.82%	23,160
Economic Development	486,788	693,838	761,100	9.69%	67,262
Communications	-	584,200	712,900	22.03%	128,700
Budget & Performance Management	-	879,950	900,600	2.35%	20,650
Finance	815,386	1,191,203	1,251,800	5.09%	60,597
Community & Neighborhood Connections	-	470,750	819,200	74.02%	348,450
Planning	2,455,329	4,398,734	3,922,000	-10.84%	(476,734)
Facility Services	1,612,206	4,558,215	1,992,900	-56.28%	(2,565,315)
Police	12,937,848	17,554,301	19,139,300	9.03%	1,584,999
911 Communications	1,067,462	1,616,125	1,690,100	4.58%	73,975
Fire	11,447,418	17,388,646	16,640,100	-4.30%	(748,546)
Transportation & Infrastructure Dev.	1,230,589	3,331,934	3,152,000	-5.40%	(179,934)
Streets	4,585,258	7,105,515	4,551,400	-35.95%	(2,554,115)
Solid Waste	5,919,537	6,342,082	6,841,800	7.88%	499,718
Fleet Services	524,348	754,368	724,800	-3.92%	(29,568)
Inspections & Permitting	2,694,081	3,222,414	3,200,900	-0.67%	(21,514)
Parks, Recreation, & Cultural Resources	5,769,366	8,942,144	10,028,000	12.14%	1,085,856
Cemetery	25,000	51,001	25,000	-50.98%	(26,001)
Special Appropriations	215,004	113,816	77,000	-32.35%	(36,816)
Other Uses	8,619,841	9,555,100	6,508,000	-31.89%	(3,047,100)
Debt Service	7,322,038	8,757,700	9,463,000	8.05%	705,300
Contingency	-	150,000	100,000	-33.33%	(50,000)
Total	\$74,113,463	\$106,300,732	\$102,072,200	-3.98%	(4,228,532)



General Fund Capital Highlights

The Town intends to maintain outstanding services to the community through our infrastructure and other capital investments during FY23-24. General Fund capital expenditures are noticeably less for FY23-24 at 9.3 percent as opposed to 15.9 percent in FY22-23 and 11.4 percent FY21-22. The FY22-23 capital spending percentage is skewed due to budget amendments that increased capital spending by \$9.9 million during the fiscal year. The original adopted budget included capital spending at nine percent. Council has set a goal to increase capital spending to a level comparable to past years at 12 percent of the overall General Fund budget. Analysis and projections to achieve this goal along with more information about capital projects, including project descriptions, expected funding sources, debt and operating impacts, and schedules, is located in the Capital Improvement Plan section of the budget document. Highlighted below are some of the significant capital projects included in the FY23-24 Recommended Budget. These projects are all related to General Fund activities and may be included in the General Fund budget or a corresponding capital project fund.

Annual Pavement Management – Street Resurfacing (\$2,200,000)

The Town is responsible for maintaining over 220 miles of municipal streets with the annual resurfacing contract providing for most of the pavement maintenance needs. Street mileage is growing annually with ongoing development. This annual program addresses deficiencies in pavement condition throughout Apex to prevent issues such as potholes, alligator cracking, and rutting in order to provide a safe and reliable transportation system. The Powell Bill program provides an annual funding allocation from the state based on public centerline miles of road accepted and maintained by the Town. Current and future resurfacing costs continue to exceed Powell Bill allocations.

Justice Heights Street Extension (\$750,000)

This project includes extending Justice Heights Street from its existing stub west of South Salem Street to intersect with the Apex Peakway and includes sidewalk on the north side of the street. The project would improve local connectivity for traffic flow south of NC 55 and pedestrian connectivity between Salem Street and Apex Peakway through the Justice Heights neighborhood.

Felton Grove High School Road Improvements Cost Share (\$825,000)

This project will contribute funds toward offsite intersection improvements as part of the construction of proposed Felton Grove High School that are beyond the required improvements for Wake County Public School System (WCPSS). This project addresses capacity and safety issues at multiple access points to the school. Funding is being prioritized ahead of construction in order to enter into an agreement with the school with full payment in 2025.

Safe Routes to School (\$1,000,000)

The Town annually budgets for Safe Routes to School (SRTS) projects to improve and add to existing town infrastructure related to pedestrian and bicycle traffic to and from schools. A portion of the 2021 transportation bonds are dedicated to SRTS projects. The FY23-24 Budget includes funding for Apex Safe Routes to School projects that will provide connections for Baucom Elementary School, Laurel Park Elementary School, Apex Middle School, and Thales Academy as well as connections to the Town's transit route.

Tingen Road Pedestrian Bridge (\$500,000)

This allocation is for the study of a pedestrian bridge over the railroad crossing of Tingen Road. The current at-grade railroad crossing will be closed as part of the Apex Peakway Southwest Connector project per the agreement with CSX. A pedestrian bridge will provide members of the community a safe way to cross the railroad tracks on Tingen Road to access downtown Apex, multi-family residential developments, multiple churches, and Apex Elementary School. A feasibility study will determine more accurate scope and cost. The study is funded through the Federal Community Project Funding Program.

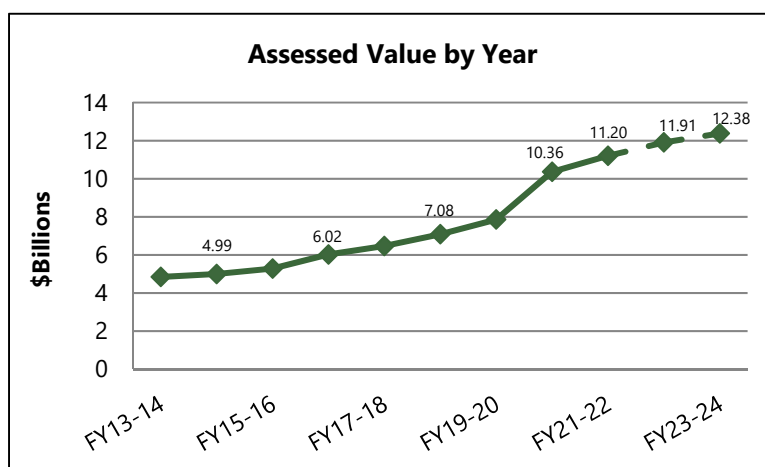


General Fund Revenues

The Town of Apex continues to experience growth in its primary revenue sources – ad valorem taxes and sales tax. Population growth, steady development, and increasing property values have naturally contributed to a growing tax base that helps Apex retain a modest tax rate while providing exceptional services. Apex's tax base is still growing but recent trends indicate a much slower pace of growth. The Town issued 1,012 residential certificates of occupancy (COs) in 2022. This corresponds to approximately 3,000 new people in Apex and \$250 billion in additional property value but it was the third straight year that new COs and additional property value declined. The Town's assessed value increased by 8.1 percent from 2021 to 2022 and 6.3 percent from 2022 to 2023. The increase from 2023 to 2024 is only 3.9 percent. This decline in growth rate affects property tax revenues, creating difficult decisions about what new projects and programs receive funding. The FY23-24 tax base for Apex is projected to grow by \$462,218,261 (3.9 percent) to \$12,367,243,902 and each penny on the tax rate is equivalent to \$1,236,462 in revenue. Excluding property tax and sales tax revenues and use of fund balance, all other General Fund revenues collectively represent a modest 7.29 percent increase from the FY22-23 Amended Budget. Overall, the FY23-24 Budget reflects a 3.98 percent decrease in revenues when compared to the FY22-23 Amended Budget. Adjusting the amended budget for purchase order carryovers from FY21-22, the difference between FY22-23 and the FY23-24 Recommended Budget would be an increase of 2.59 percent.

Ad Valorem Tax

Property taxes represent 53.2 percent of General Fund revenues. For FY23-24, the ad valorem tax base is an estimated \$12.38 billion, which will generate \$54.29 million in property tax revenue with a tax rate of **\$0.44 per \$100 valuation** at a 99.9 percent collection rate. This represents an increase in ad valorem revenue of \$5.61 million (11.52 percent). **The tax rate is \$.03 more than the FY22-23 tax rate.** The FY23-24 tax rate includes a \$.03 increase for new public safety positions, equipment, and programs; a new summer and track-out camp program; and several new Town Council initiatives, including expansion of the historical marker program and neighborhood grant program.



Local Option Sales Tax

Sales tax represents the Town's second largest revenue source in the General Fund at \$20.7 million (20.31 percent). The State of North Carolina collects sales tax and distributes it to the local units. Sales tax revenues are distributed on a proportional population basis in Wake County. The population growth in Apex has allowed the Town to increase its share of sales tax revenues. For FY22-23, the Town did not realize its full share of sales tax due to an error in the 2020 Census that has reduced the State's official population for Apex, which is used to calculate sales tax distribution. The 2020 Census did not include 2,200 households that had been annexed into the Town. The Census has acknowledged the error but has not certified the revised population estimate, which would add approximately 6,200 people to the Town's population. The error reduced Apex's share of the sales tax in FY22-23 by an estimated \$1.2 to \$1.8 million. The revised numbers have yet to be certified as of April 2023 and the additional sales tax revenue is not included in the FY23-24 Budget. Sales tax revenues increased significantly the past several years as the economy rebounded from the pandemic and with the natural growth in Wake County. The impacts of inflation, international instability, and the lingering effects of the COVID-19 pandemic on the economy temper sales tax projections for the coming year. The Town, however, has continued to see a positive trend during FY22-23 with sales tax revenues being up 12.7 percent over the previous year through the January collections. The FY23-24 sale tax estimates reflect this positive trend, albeit with a more modest growth rate of six percent over the current end of year projections.



Solid Waste, Recycling, & Yard Waste Fees

The Town currently contracts with a private hauler for solid waste and recycling collections. The solid waste and recycling fees offset the Town's contract cost. Solid waste fees will generate \$2,979,300 and recycling fees will generate \$1,470,000 in FY23-24. The Town conducts its own yard waste collection and covers the cost with a monthly yard waste fee. The yard waste fee will generate \$2,131,000. **Solid waste and recycling fees will increase in accordance with our service contract in FY23-24.** Solid waste fees include the standard adjustment for inflation of 2.50 percent included in the service contract. Recycling fee increases include the same inflationary adjustment as well as a processing fee increase from \$0.75 per unit to \$1.34.

Solid Waste, Recycling, & Yard Waste Monthly Charges		
	FY22-23	FY23-24
Yard Waste Collection	\$7.83	\$7.83
Residential Roll-Out Cart	\$9.61	\$9.85
Commercial Roll-Out Cart	\$20.12	\$20.62
Recycling (per Bin or Cart)	\$4.55	\$5.24
4-CY Dumpster Service	\$141.18	\$145.86
6-CY Dumpster Service	\$169.09	\$173.32
8-CY Dumpster Service	\$194.00	\$198.85

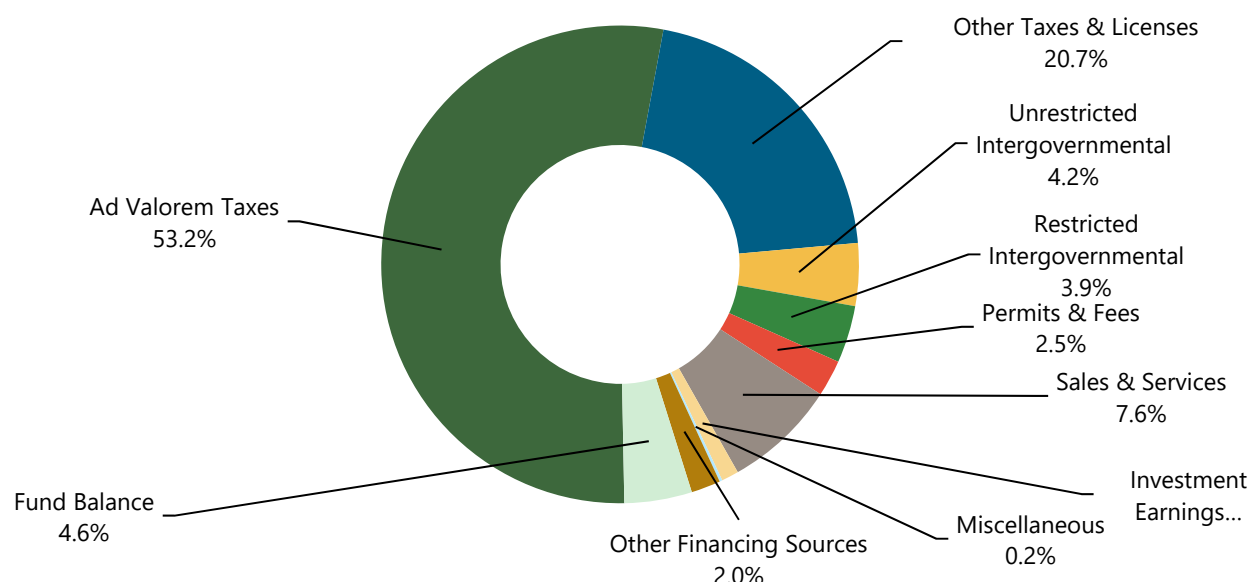
Fund Balance Appropriation

Fund balance is, simply explained, the amount of assets in excess of liabilities in a given fund. These funds enable the Town to meet financial obligations without interruptions due to cash flow, generate investment income, eliminate the need for short-term borrowing, and provide a reserve of funds to respond to emergencies or opportunities. Occasionally, the Town will use money from fund balance to cover one-time expenses such as specific capital items. The Town evaluates any decision to use fund balance carefully and often plans the use in advance to ensure adherence to the Town's fund balance policy. **The FY23-24 Recommended Budget includes a fund balance allocation of \$4,675,000**, including \$200,000 for Eva Perry Library repairs, \$825,000 for street improvements associated with Felton Grove High School, \$300,000 for study and design of the Salem Street Bicycle Connection, \$300,000 for design of the Environmental Education Center, \$300,000 for greenway studies, \$250,000 for street hockey courts, and \$1,000,000 for Safe Routes to School projects. An additional \$1,500,000 is from restricted fund balance to be transferred to the Debt Service Fund for financing associated with the Mason Street Municipal Building for Building Inspections and Permitting.

General Fund Revenues by Source					
Source	FY21-22 Actual	FY22-23 Budget	FY22-23 Estimate	FY23-24 Budget	Percent Change
Ad Valorem Taxes	43,601,374	48,684,400	48,595,000	54,294,400	11.52%
Other Taxes & Licenses	18,056,631	19,670,000	19,861,000	21,078,500	7.16%
Unrestricted Intergovernmental	4,040,632	4,130,000	4,242,000	4,330,000	4.84%
Restricted Intergovernmental	5,787,220	3,632,400	3,622,628	3,960,800	9.04%
Permits & Fees	3,683,870	3,537,000	2,993,690	2,514,000	-28.92%
Sales & Services	7,064,026	7,058,200	6,981,341	7,803,400	10.56%
Investment Earnings	95,093	25,000	1,500,000	1,200,000	4700.00%
Miscellaneous	256,220	94,500	202,900	191,500	102.65%
Other Financing Sources	600,000	750,000	750,000	2,025,000	170.00%
Fund Balance	-	18,719,232	6,003,620	4,675,000	-75.03%
Total	\$83,185,066	\$106,300,732	\$94,652,180	\$102,072,200	-3.98%



General Fund Revenues by Source FY23-24



Enterprise Funds

The Town of Apex operates three major funds as enterprises – the Electric Fund, the Water & Sewer Fund, and the Stormwater Fund. Enterprise funds provide governmental services that can operate similar to a business and are self-sustaining with user rates that generate all revenues to cover expenditures. The Stormwater Fund is a new fund beginning in FY23-24.

Electric Fund

The Electric Fund comprises all revenues and expenditures that result from the Town's electric utility operations. Customer charges and fees generate revenue to support the fund completely. The FY23-24 Recommended Budget for the Electric Fund totals \$51,837,800, a 6.83 percent increase from the FY22-23 Amended Budget of \$48,524,268 as of April 1, 2023.

Electric Fund Expenditures

The increase in the FY23-24 Electric Fund Budget is primarily due to increases in capital costs. Personnel cost increases reflect two new positions. The increase in capital costs is influenced by the inflationary impact on materials and also includes \$1.8 million in preparation for expanding capacity of the East Williams Street substation.

Electric Fund Expenditures by Type					
Type	FY21-22 Actual	FY22-23 Budget	FY22-23 Estimate	FY23-24 Budget	Percent Change
Personnel	5,211,381	6,872,900	5,043,400	7,147,900	4.00%
Operating	1,950,633	2,486,089	2,331,900	2,631,300	5.84%
Sales Tax	2,994,204	3,040,000	2,198,021	3,054,300	0.47%
Purchase for Resale	30,535,256	30,400,000	31,400,300	32,150,000	5.76%
Capital	4,397,709	4,476,479	4,870,000	5,604,500	25.20%
Debt Service	1,239,686	1,248,800	1,248,800	1,249,800	0.08%
Total	\$46,328,869	\$48,524,268	\$47,092,421	\$51,837,800	6.83%



Electric Capital Highlights

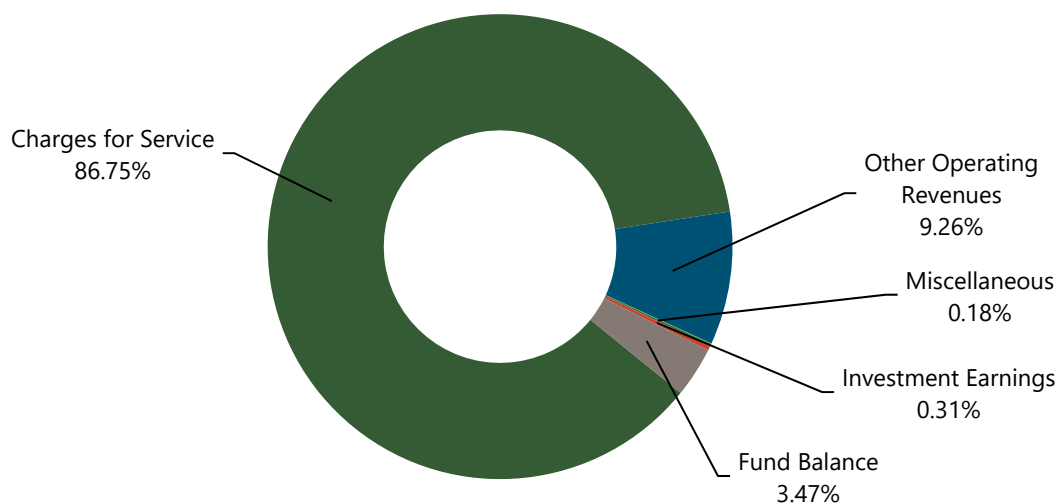
Similar to the General Fund, the Town accounts for large capital projects associated with the electric utility system in a capital project fund. The Electric Fund capital budget includes \$3.3 million for annual system expansion, \$1.8 million to expand capacity of the East Williams Street substation, and \$250,000 for LED street light replacement.

Electric Fund Revenues

Electric Fund revenues for FY23-24 are up 6.83 percent from FY22-23. The Electric Fund generates charges for service through a base rate to cover fixed costs and an energy/demand rate to cover variable costs. The FY23-24 Recommended Budget includes \$45.1 million in revenue from charges for service with a **\$1.38 increase in the electric base charge coupled with an increase of five and one half percent in the energy charge**. The rate change will increase the residential base charge to \$26.38 per month. Even with the rate increase, Apex electric rates are lower than other local electric utilities. The average residential electric customer can expect an increase of \$7.36 per month on their electric bill.

Electric Fund Revenues by Source					
Source	FY21-22 Actual	FY22-23 Budget	FY22-23 Estimate	FY23-24 Budget	Percent Change
Charges for Service	42,641,278	43,795,100	43,994,457	44,969,700	2.68%
Other Operating Revenues	3,981,605	3,840,700	3,876,187	4,802,300	25.04%
Other Financing Sources	-	10,000	-	10,000	0.00%
Miscellaneous	57,605	36,022	101,877	95,800	165.95%
Investment Earnings	13,643	5,200	169,199	160,000	2976.92%
Fund Balance	-	837,246	-	1,800,000	114.99%
Total	\$46,694,131	\$48,524,268	\$48,141,720	\$51,837,800	6.83%

Electric Fund Revenues by Source FY23-24



Water & Sewer Fund

The Water & Sewer Fund comprises all revenues and expenditures that result from the Town's water and sewer utility operations. Customer charges and fees generate enough revenue to support the fund completely. The FY23-24 Recommended Budget for the Water & Sewer Fund totals \$28,974,200, a 3.32 percent increase from the FY22-23 Amended Budget of \$28,042,367 as of April 1, 2023.

Water & Sewer Fund Expenditures

The FY23-24 Water & Sewer Fund Budget reflects an increase in all expenditure categories except operating. The transition of accounting for stormwater personnel and operations in the Stormwater Fund minimizes the overall increase in water and sewer expenditures in FY23-24. The Water & Sewer Fund budget includes one new position for FY23-24 in the Sewer Maintenance Division. The FY23-24 Recommended Budget includes \$135,000 as part of the Town's continued annual commitment to watershed protection.

Water & Sewer Fund Expenditures by Type					
Type	FY21-22 Actual	FY22-23 Budget	FY22-23 Estimate	FY23-24 Budget	Percent Change
Personnel	6,508,355	8,534,000	7,858,600	8,640,400	1.25%
Operating	3,708,217	6,786,225	4,656,536	5,826,500	-14.14%
Purchase for Resale	4,502,867	4,600,000	4,881,000	5,614,600	22.06%
Capital	2,114,059	4,369,742	4,497,364	5,116,000	17.08%
Debt Service	3,666,963	3,752,400	3,752,400	3,776,700	0.65%
Total	\$20,500,461	\$28,042,367	\$25,645,900	\$28,974,200	3.32%

Water & Sewer Fund Department/Division Budgets					
Department/Division	FY21-22 Actual	FY22-23 Budget	FY23-24 Budget	Percent Change	FY23-24 Variance
Water-Sewer Admin.	3,659,134	5,607,733	5,404,200	-3.63%	(203,533)
Water Treatment	2,617,197	2,801,720	3,466,300	23.72%	664,580
Water Maintenance	2,639,520	4,954,646	3,989,000	-19.49%	(965,646)
Sewer Treatment	4,129,901	4,283,925	4,418,500	3.14%	134,575
Sewer Maintenance	2,587,746	5,141,943	3,719,500	-27.66%	(1,422,443)
Debt Service	3,666,963	3,752,400	3,776,700	0.65%	24,300
Other Financing Uses	1,200,000	1,400,000	4,100,000	192.86%	2,700,000
Special Appropriation	-	-	-	-	-
Contingency	-	100,000	100,000	0.00%	-
Total	\$20,500,461	\$28,042,367	\$28,974,200	3.32%	\$931,833

Water & Sewer Capital Highlights

Similar to the General Fund, the Town accounts for large capital projects associated with the water and sewer utility system in a capital project fund as well as within the operating fund itself. The Water & Sewer Capital Project Fund for FY23-24 includes the Big Branch Pump Station and Force Main project (\$20 million), advanced metering infrastructure (AMI) implementation (\$4.1 million), NC-55 pump station upgrades (\$450,000), and the Roberts Road water line connection (\$250,000). Of this list, coverage for the Advanced Metering Infrastructure (AMI) project will come from the Water & Sewer operating fund. The Water & Sewer operating budget includes additional capital expenditures totaling \$1,016,00 for a valve truck, miscellaneous water meter installations and water main connections, and various vehicle and equipment replacements.

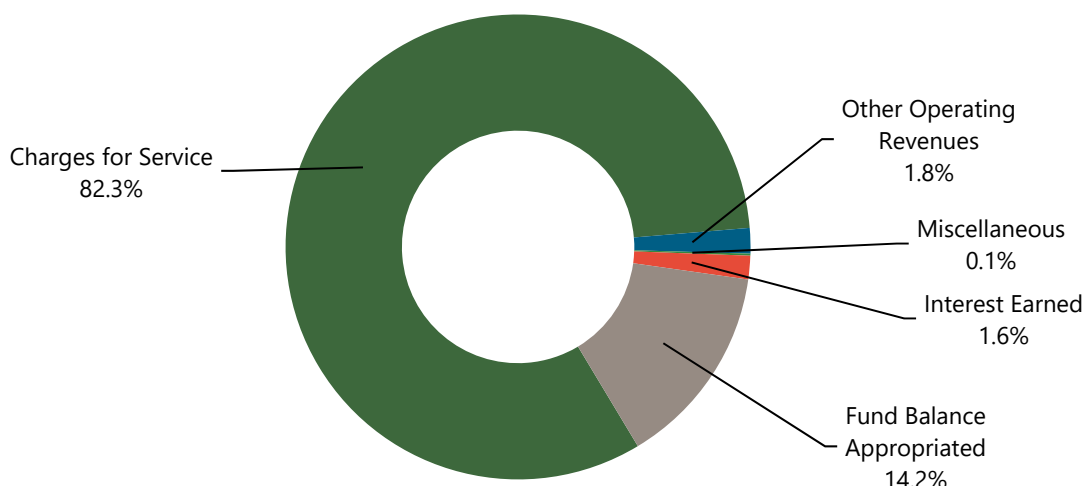


Water & Sewer Fund Revenues

Projections for Water & Sewer Fund revenues rely on many of the same variables as the Electric Fund, thus the similar theme of fixed-cost recovery through base rate charges. The FY23-24 Recommended Budget includes \$28,974,200 in revenues from water and sewer charges, an increase of 3.32 percent. New customer growth has averaged just over four percent the past three years. The continued customer growth rate and an increase in water and sewer fees account for the increase in charges for service.

Water & Sewer Fund Revenues by Source					
Source	FY21-22 Actual	FY22-23 Budget	FY22-23 Estimate	FY23-24 Budget	Percent Change
Charges for Service	22,137,984	23,646,500	22,126,800	23,846,200	0.84%
Other Operating Revenues	629,841	627,000	519,300	513,000	-18.18%
Other Financing Sources	388,250	977,882	977,882	-	-100.00%
Miscellaneous	33,773	35,000	40,000	40,000	14.29%
Interest Earned	40,859	20,000	520,000	475,000	2275.00%
Fund Balance Appropriated	-	2,735,985	1,520,085	4,100,000	49.85%
Total	\$23,230,707	\$28,042,367	\$25,704,067	\$28,974,200	3.32%

Water & Sewer Fund Revenues by Source FY23-24



Water & Sewer Rates

In 2022, the Town performed a new rate study to evaluate existing rates and rates structure. The resulting study and model found that the sewer utility was generating a deficit while the water utility was generating a surplus. Using the rate model, staff reviews water and sewer rates annually and recommends adjustments that ensure the utilities remain self-sufficient while avoiding the need for a significant increase in any one year.

The budget includes a recommendation to **maintain the water base rate while increasing the volumetric water rate, sewer base rate, and the sewer volumetric rate by four percent.** The increases in the base rate are to recover fixed costs and minimize the need for larger changes in the volumetric rates in the future. Water and sewer rates are double for customers outside the town limits.



Water & Sewer Monthly Rates					
Water Rates	FY22-23	FY23-24	Sewer Rates	FY22-23	FY23-24
Inside Base Charge	\$6.00	\$6.00	Inside Base Charge	\$10.75	\$11.18
Tier 1: < 6,000 gallons	\$4.25	\$4.42	Outside Base Charge	\$21.50	\$22.36
Tier 2: 6,000-12,000 gallons	\$4.89	\$5.09	Inside Volumetric	\$7.45	\$7.75
Tier 3: > 12,000 gallons	\$6.59	\$6.85	Outside Volumetric	\$14.90	\$15.50

It is important to note that the volumetric rate increases effect households based on their usage while the base rate changes affect all households the same. For example, an average family of four or five that uses 5,000 gallons a month will see an increase of \$2.78 on their monthly water and sewer bill. Additionally, when comparing Apex to other utility systems in the area, the Town's rates are consistently in the lowest quartile while still providing adequate cost recovery and providing for future capital needs. It is important for the Town to continue to evaluate rates annually to ensure the financial sustainability of the water & sewer utilities.

Stormwater Fund

Beginning January 1, 2022, the Town began operating its stormwater activities as a self-supporting utility and incorporated stormwater expenses as a distinct division within the Water & Sewer Fund. The Stormwater Fund will be a separate fund beginning in FY23-24. The Stormwater Fund comprises all revenues and expenditures that result from the Town's stormwater operations. Stormwater fees generate enough revenue to support the fund completely. The FY23-24 Recommended Budget for the Stormwater Fund totals \$2,671,900, a 36.57 percent increase from the FY22-23 Amended Budget of \$1,956,400 as of April 1, 2023.

Stormwater Fund Expenditures

The FY23-24 Stormwater Fund Budget reflects an increase in personnel and capital expenditures. A new stormwater engineer position along with compensation and benefit increases and insurance costs represent the increase in the stormwater personnel costs. The primary reason for the increase in capital costs is a grant match of \$333,600 for the streambank restoration project at the Nature Park.

Stormwater Fund Expenditures by Type					
Type	FY21-22 Actual	FY22-23 Budget	FY22-23 Estimate	FY23-24 Budget	Percent Change
Personnel	361,263	974,800	885,100	1,120,900	14.99%
Operating	244,037	761,600	460,150	707,400	-7.12%
Capital	485,286	220,000	-	843,600	283.45%
Total	\$1,090,586	\$1,956,400	\$1,345,250	\$2,671,900	36.57%

Stormwater Capital Highlights

The Town does not have a separate capital project fund for stormwater and projects are accounted for in the operating fund itself. The Stormwater Fund capital budget includes \$843,600 in FY23-24 for streambank restoration at the Nature Park (\$333,600), Lake Pine spillway repairs (\$150,000), a skid steer (\$215,000), miscellaneous dam repairs, and various equipment replacements.

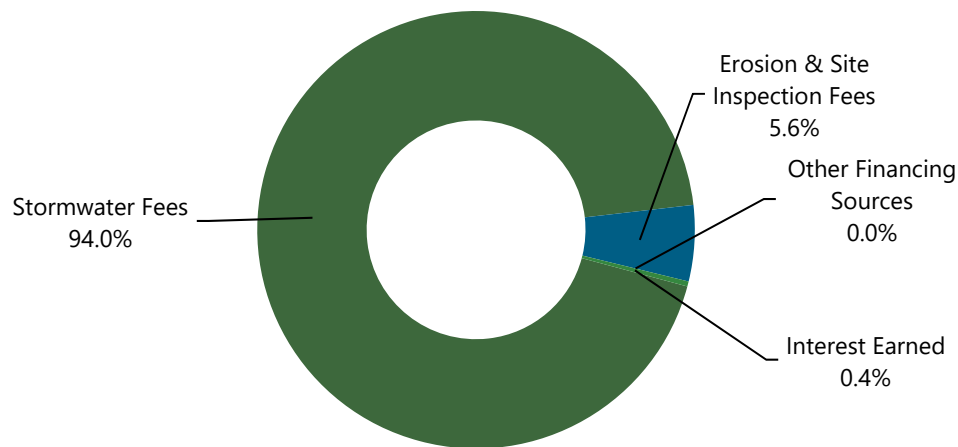


Stormwater Fund Revenues

The FY23-24 Recommended Budget includes \$2,511,900 in revenues from stormwater fees, an increase of 29.77 percent. Stormwater fees are the primary revenue source for the fund, making up 94 percent of revenues. Erosion and site inspection fees were previously part of the General Fund but will be accounted for in the Stormwater Fund moving forward.

Stormwater Fund Revenues by Source					
Source	FY21-22 Actual	FY22-23 Budget	FY22-23 Estimate	FY23-24 Budget	Percent Change
Stormwater Fees	1,257,067	1,935,600	2,549,700	2,511,900	29.77%
Erosion & Site Inspection Fees	-	-	-	150,000	-
Other Financing Sources	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Interest Earned	-	-	5,000	10,000	-
Fund Balance Appropriated	-	20,800	25,734	-	-100.00%
Total	1,257,067	\$1,956,400	\$2,580,434	\$2,671,900	36.57%

Stormwater Revenues by Source FY23-24



Stormwater Utility Fee

The stormwater fee structure uses impervious surface area based on equivalent residential units (ERU). The average ERU for Apex residential properties is 2,700 square feet of impervious surfaces such as rooftops, driveways, sidewalks, and parking lots per property. **The FY23-24 Recommended Budget includes an additional tier to the stormwater fee structure to begin January 1, 2024.** The fifth tier will apply to residences with over 5,400 square feet (2 ERU) of impervious surface. Fees for the fifth tier will be calculated at \$5.00 per ERU rather than the flat rates in other tiers. The table below includes the

Stormwater Rates	
<i>Residential</i> - Detached single-family homes, a duplex, or a manufactured home located on an individual lot or parcel.	
Tier 1: 400-1,500ft ²	\$1.50
Tier 2: 1,501-3,000ft ²	\$5.00
Tier 3: 3,001-4,000ft ²	\$7.50
Tier 4: 4,001-5,400ft ²	\$10.00
Tier 5: >5,400ft²	Same as Non-Residential
<i>Non-Residential</i> - Parcels that contain more than two residential units, public/private institutional buildings, commercial buildings, parking lots, churches, etc.	\$5.00 per ERU (Total Impervious Area/\$2,700ft ² * \$5)



breakdown for each tier. Note that properties with less than 400 square feet are exempt from the monthly fee due to minimal stormwater impacts.

Organization Review

During FY22-23, the Town adopted its first strategic plan, Game Plan Apex, and began to implement recommendations from an organizational assessment to align departments to perform at an even higher level and ensure Apex remains “the peak of good living”. Town departments are currently finalizing their departmental strategic plans to correspond with Game Plan Apex and begin performance management in FY23-24. The Town intends to continue implementation of staffing recommendations from the organizational assessment over multiple fiscal years. Details regarding changes in organizational structure, reassignment of positions, and new positions are located in the Community and Organizational Profile section of the budget as well as in department-specific budget sections.

Core Values

Our Peak Principles, which represent our core values, are our foundation for how we interact with one another and the public as we serve our community.

Peak Pledge: We will perform at the highest level by empowering our peers, remaining accountable to each other and those we serve, and continuing the pursuit of knowledge.

Performance: Being stewards of public resources and trust, we will maintain a culture that values exceptional customer service through efficiency and focus on our work.

Empowerment: Knowing that good ideas come from employees at all levels across all departments and divisions, we will maintain a culture that empowers everyone to express their thoughts and provides opportunities to become part of real solutions.

Accountability: Knowing that we are entrusted to be stewards of the public’s resources, we will maintain an atmosphere of openness and transparency to one another and to those we serve.

Knowledge: A workforce that pursues knowledge is one that will be better able to anticipate new challenges and respond to those presented.

Personnel

Employee Performance Evaluation and Compensation: The Town’s performance evaluation and compensation system is structured around Game Plan Apex, the Town’s Peak Principles, and the establishment of clear performance goals and objectives for each employee. The Town awards merit pay in October following the annual employee performance reviews conducted between July 1 and August 31. Employees do not receive other pay increases during the year unless they qualify for a pay adjustment for position reclassification or receive a promotion with greater responsibility. For FY23-24, the Town plans to provide two compensation adjustments. The first will be a two percent market adjustment provided to all employees as of the first pay period in July. The second will be the merit-based practice previously described. The FY23-24 Recommended Budget includes merit adjustments ranging from three to five percent depending on each employee’s performance evaluation. The total estimated cost for FY23-24 is \$2.28 million across all funds.

Beginning in FY20-21, the Town implemented a \$15.00 living wage as a baseline for the Town’s compensation plan. The Town’s policy is to annually review changes in the area living wage and for the Town Manager to recommend a minimum living wage as part of the annual budget approval process. The Town’s current lowest hourly rate is \$19.21, which will increase to \$19.59 as of July 2024 with the two percent cost of labor adjustment.



Employer Retirement Contribution: The North Carolina Local Government Retirement System has notified local governments that the Annual Contribution Rate (ACR) will increase in FY23-24. The employer contribution will increase from 12.13 to 12.85 percent for regular employees and from 13.04 to 14.04 percent for law enforcement officers. Local government employees currently contribute six percent of their salary. The Town's retirement contributions represent \$6,646,500 in FY23-24, an increase of \$1,063,990 (19.06 percent).

401(k) Contribution: The Town provides a five percent 401(k) contribution for all full-time employees. North Carolina General Statutes mandate 401(k) contributions for sworn law enforcement at five percent, a cost of \$479,800 in the FY23-24 Budget. Contributions for all other employees represent \$2,057,800 in FY23-24.

Health Insurance: While the Town has been able to contain rate increases the past few years, substantial claims have resulted in increases in both health and dental premiums. The Town will experience a 7.4 percent increase for healthcare premiums in FY23-24. The FY23-24 Recommended Budget includes \$7,606,700 for healthcare premiums across all funds. The Town's self-funded dental plan will experience a 10.9 percent increase in insurance premiums for FY23-24.

Retiree Medical Insurance: The Town offers qualifying retired employees a medical insurance benefit until they qualify for the Federal Medicare Insurance Program. The cost for the retiree insurance is classified as other post-employment benefits (OPEB). In addition to the annual retiree medical insurance cost, the Recommended Budget includes additional funds for an OPEB trust fund. To prevent long-term financial stress and follow sound financial practices, the Town allocates additional funds for long-term OPEB costs annually. The FY23-24 Recommended Budget includes \$350,000 for long-term OPEB expenditures - \$266,000 in General Fund, \$49,000 in the Electric Fund, and \$35,000 in the Water & Sewer Fund. The FY23-24 Budget includes a total of \$178,000 to cover pay-as-go Retiree Medical Insurance and long-term OPEB costs in all funds. As of July 1, 2020, the Town no longer offers the retiree medical insurance benefit to new employees. The purpose of eliminating this benefit is to reduce the Town's long-term liability, which currently stands at \$31.8 million.

Police Special Separation Allowance: North Carolina General Statutes provide for special compensation to retired law enforcement officers meeting specified criteria. The statutes require the Town to compensate the officer until they reach age 62. The Special Separation Allowance budget in FY23-24 is \$243,100.

Position Reclassifications: In FY22-23, the Town reviewed all positions as part of the organizational assessment. For FY23-24, the Town will return to its normal practice to study approximately one-third of the Town's positions each year to determine if the positions are correctly classified and if the salary ranges assigned to the positions are appropriate based on the area labor market.

Additional Positions: The FY23-24 Recommended Budget includes 24 new full-time positions in the General Fund, two new full-time positions in the Electric Fund, one new full-time position in the Water and Sewer Fund, and one new full-time position in the Stormwater Fund. With assistance from the organizational assessment conducted in 2022, staff has developed a four-year staffing plan to manage the addition of new positions over the next several years. All new positions will bring the total approved full-time positions to 633 and increase personnel costs by \$2,996,407 for FY23-24. A breakdown of the recommended positions with costs is located in the Supplemental Section of the budget document.

Additional Benefits: As part of the Town's goal to be an employer of choice, the Town is committed to offering flexible programs and benefits that support holistic wellbeing for employees. In FY23-24, the Town will offer two new benefits and will revise its existing longevity program. The Peak Lifestyle Reimbursement program will provide employees with the flexibility to pursue physical, emotional, and financial wellness with a reimbursement up to \$1,200 per fiscal year. Examples of reimbursable expenses include gym passes and memberships, mindfulness and meditation classes, child care services, and financial counseling sessions. The total estimated cost for the addition of the Peak Lifestyle Reimbursement program for FY23-24 is \$720,00 across all funds. To assist in balancing both a fulfilling work and personal life, the Town will offer 80 hours of paid leave through a new Peak Paid Time Off program in addition to the Town's establish Sick Leave and Vacation Leave programs. The additional paid time off is not eligible for rollover, payout or conversion to any other types of leave. The FY23-24 Recommended Budget includes proposed increases in the two highest tiers of the Town's longevity pay



program which awards employees with additional pay determined by tenure with the Town. Longevity pay for employees will 15-19 years of tenure will increase from \$600 to \$700 and the benefit for 20-years or greater will increase from \$700 to \$1000. The total estimated cost for the change to the longevity pay program for FY23-24 is \$172,400 across all funds, an increase of \$22,200.

Fund Balance

The North Carolina Local Government Commission recommends that local governments maintain a minimum unassigned fund balance of no less than eight percent of expenditures. The Town of Apex has adopted a formal fund balance policy of maintaining a fund balance for the General Fund of at least 25 percent of expenditures. The Town of Apex's estimated non-committed or non-restricted fund balance as of June 30, 2023, is \$42.66 million or 44.53 percent of FY23-24 expenditures. The recommended budget **does** include use of fund balance to cover some capital costs. The Town does not use reserves for operating costs and carefully evaluates the use of fund balance for unanticipated opportunities and capital expenses. The use of \$4,675,000 in FY23-24 will still keep the available fund balance above 25 percent.

The North Carolina Local Government Commission does not have a specific recommendation regarding how much fund balance or retained earnings a local government enterprise operation should maintain. The Town has a target of 90 days cash on hand for the Electric Fund and Water and Sewer Fund. The Town seeks to ensure both funds are financially stable and contain healthy reserves and is currently working to increase days cash on hand in the Electric Fund over the next three years. The Town of Apex's estimated days cash on hand as of June 30, 2023, for the Electric Fund is 64.6 days (\$8.48 million). The estimated days cash on hand for the Water & Sewer Fund is 482.4 days (\$38.99 million). The FY23-24 Recommended Budget **does** include use of reserves in the Electric Fund (\$1.8 million) and the Water & Sewer Fund (\$4.1 million).

In summary, the Recommended Budget is a balanced budget in accordance with state statutes, and it attempts to address the priorities set by Town Council for the 2023-2024 Fiscal Year. While it is typically difficult to fund all the requests made by departments or external agencies, the budget team did an excellent job in preparation of this budget to include as many requests as possible and ensure alignment with Town Council's strategic goals. The Town has benefited from growth, and it is in a solid financial position going into FY23-24, but we must be mindful of the shifting trends in growth rates. Smaller increases in revenues and increasing costs of service delivery will make budgeting for new programs and projects progressively more difficult. The FY23-24 Recommended Budget is fiscally sound and addresses the top priority needs of the Town. The Town's sound financial practices and conservative budgeting approach have positioned it to continue delivering high-level services for Apex residents. This budget reflects our commitment to maintaining and improving our community and positioning Apex to be financially sound in the future.

I wish to extend my sincere appreciation to the Budget and Performance Management Department, Finance Department, and other Town team members who helped to prepare this budget. I recommend this proposed budget for Fiscal Year 2023-2024 to the Apex Town Council.

Respectfully submitted,

Catherine H. Crosby
Town Manager



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: OLD BUSINESS

Meeting Date: June 13, 2023

Item Details

Presenter(s): Amanda Grogan, Director

Department(s): Budget & Performance Management

Requested Motion

Possible motion to adopt the FY2023-2024/2027-2028 Capital Improvement Plan and associated capital project ordinances

Approval Recommended?

Yes

Item Details

The CIP is a multi-year plan for major capital expenditures such as the acquisition of land; construction or significant renovation of public facilities; construction of new transportation infrastructure; expansion or significant renovation of water, wastewater, electric, or stormwater infrastructure; capital equipment to support operations; or any combination of the above with an asset value of greater than \$100,000 and a useful life of greater than three years.

Once adopted by the Town Council, the CIP becomes a statement of town policy regarding the need, priority, timing, and funding of future capital projects. As a plan, projects and funding mechanisms are subject to change based on new or shifting service needs, special financing opportunities, emergency needs, or other directives or priorities established by the Town Council. Adoption of the CIP does not guarantee funding or project approval.

Attachments

- OB2-A1: FY2023-2024/2027-2028 Capital Improvement Plan (CIP)
- OB2-A2: Capital Project Ordinance Amendment 2023-9 - Street Improvement Project Fund
- OB2-A3: Capital Project Ordinance Amendment 2023-10 - Water-Sewer Capital Project Fund
- OB2-A4: Capital Project Ordinance Amendment 2023-11 - Electric Capital Project Fund
- OB2-A5: Capital Project Ordinance Amendment 2023-12 - Recreation Capital Project Fund
- OB2-A6: Capital Project Ordinance Amendment 2023-13 - General Capital Project Fund



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Section 1: Overview of the Capital Improvement Plan

The Capital Improvement Plan (CIP) is the planning mechanism by which the Town Council allocates limited financial resources to implement long-term goals as defined in the Town's Strategic Plan, Advance Apex: The 2045 Transportation Plan, the Downtown Master Plan, the Parks and Recreation Master Plan, and other similar planning documents. The purpose of the CIP is to forecast and match projected revenues and major capital needs over a five-year period. Capital planning is an important management tool that strengthens the linkage between community infrastructure needs and the financial capacity of the Town.

The CIP is a multi-year plan for major capital expenditures such as the acquisition of land, construction or significant renovation of public facilities (i.e. buildings/parks), construction of new transportation infrastructure (i.e. roads, sidewalks, multi-use paths), expansion or significant renovation of water, wastewater, electric, or stormwater infrastructure, capital equipment to support operations, or any combination of the above. Projects eligible for inclusion in the CIP are those with an asset value of greater than \$100,000 and a useful life of greater than three years.

When identifying new projects, staff looks to the long-term priorities and direction set by Town Council and submits formal requests through the CIP process. A formal request includes a description of the project, an explanation of how the project implements an established goal, the estimated cost of the project, and an estimate of the recurring costs associated with a completed project (i.e. additional staff, additional utilities, etc.). The formal request also includes an analysis of alternative solutions, if any, and a statement on the effect on services and/or programs if the project is not funded.

Once adopted by the Town Council, the CIP becomes a statement of town policy regarding the need, priority, timing, and funding of future capital projects. The Capital Improvement Plan is simply that – a *plan*. As such, projects and funding mechanisms are subject to change based on new or shifting service needs, special financing opportunities, emergency needs, or other directives or priorities established by the Town Council. Future needs and financial constraints may result in changes in priority over the five-year period; and because priorities can change, projects included in outward planning years are not guaranteed for funding. The CIP represents the best judgment of Town Administration and Town Council at the time the Plan is adopted. Priorities established in the CIP subsequently guide decisions made by Town Administration and the various boards and commissions appointed by Town Council.

The Town of Apex CIP achieves five major objectives as a component of the Town's budget and financial planning process:

1. Helps the Town rationally and intelligently plan for the repair, replacement, and acquisition of capital items that are necessary in providing high-quality services to the residents of Apex.
2. Assists in fiscal planning by forecasting capital demands together with future revenues and expenditures.
3. Ensures better coordination, evaluation, and planning of projects to serve the community and its needs.
4. Serves, together with the annual budget and other financial plans, as a guide to decision-making for the Town Council, Town Manager, and staff.
5. Serves as a systematic and comprehensive analysis of capital needs, increasing the probability of making rational budgetary judgments since improvements are identified, prioritized, and matched to the projected fiscal resources of the Town.

Relationship to the Annual Operating Budget

Some CIP projects are funded through annual operating funds, such as the General Fund, Electric Fund, and the Water and Sewer Fund. In these cases, the CIP and the Annual Operating Budget are directly linked as CIP projects become authorized through the adoption of the Annual Operating Budget. Projects funded through debt financing also impact the operating budget through ongoing debt service expense. Finally, some completed CIP projects will directly impact the operating budget as they will require ongoing expenses for staff and other operating costs.

CIP Structure

The CIP is organized into seven functional categories, called “elements,” in order to group projects with similar items.

1. **Transportation Element:** funds the construction of new roadways, improvements to existing roadways, sidewalks, bicycle and pedestrian facilities, transit projects, and railroad crossing improvements. Implementation of Advance Apex: The 2045 Transportation Plan, Bike Apex, and the Downtown Master Plan and Parking Study are funded in this element.
2. **Parks, Recreation, and Cultural Resources Element:** funds the acquisition of land for new park and greenway facilities, the construction of park and recreation amenities, and major maintenance of current facilities. Implementation of the Parks and Recreation Master Plan is funded in this element.
3. **Public Safety Element:** funds the acquisition of capital equipment to support the operations of the three public safety departments in the Town (Fire, Police, and Emergency Communications). Public safety facilities are considered in the public facilities element.
4. **Public Facilities Element:** funds the construction and major maintenance of general government and public safety facilities and infrastructure. This element also funds improvements to communications and technology infrastructure.
5. **Public Works & Environmental Services Element:** funds projects designed to manage and mitigate the effects of stormwater runoff, manage the collection and disposal of solid waste, and maintain streets. These projects include structural improvements, Stormwater Control Measure (SCM) construction, and the major maintenance of this infrastructure. They also include equipment needed to manage solid waste collection and maintain Town streets.
6. **Electric Utility Element:** funds the construction, maintenance, and improvement of electric distribution infrastructure. These projects include substation additions and upgrades, distribution line extensions, major maintenance of infrastructure, and the equipment necessary to maintain the system.
7. **Water & Sewer Utility Element:** funds the construction and improvement of water and sewer infrastructure. These projects include main additions and replacements, water/wastewater treatment plant renovations/expansions, filter rehabilitation, pump station additions, major maintenance of infrastructure, and the equipment necessary to maintain the system.

Capital Improvement Funding

The sources of funding used to execute the Plan are as important as the capital projects contained in the Plan. Capital Improvements for the Town of Apex are funded using a variety of sources that are broadly categorized as cash or debt financing.

Cash, or pay-as-you-go (paygo), funds come from sources such as tax revenue, development related fees (recreation, transportation, and capacity fees), program fees, State revenue, and interest earnings. Some of these sources, such as State revenue from the Powell Bill, Town recreation fees, and certain others, may only be spent to meet certain needs. Other revenue sources come with no restriction on the needs they may be used to address. Major funding sources for the CIP are described below:

General Fund: General Fund revenue, such as ad valorem taxes, sales taxes, utility taxes, and other similar revenues are used to fund Town operations and may be used to fund capital projects such as facility improvements, transportation system improvements, and other similar projects. Compared to other sources, General Fund resources are a flexible revenue source without restrictions on their use.

Enterprise Funds: Enterprise funds, such as the water/sewer fund and the electric fund, collect user fees as part of their operations, then invest a portion of that revenue into capital projects. The Town uses these funds only for corresponding

enterprise projects. For instance, the electric fund only pays for projects related to the electric system, and not for projects related to water/sewer or any General Fund related project.

Water/Sewer Capital Reimbursement Fees: These fees are charged, based upon a Town Council-approved Development Fee Schedule, to developers of land within the Town of Apex to pay for the capital facility burden created by new development. Revenue from these fees is restricted to be used for capital improvements to the water/sewer system or to fund payment of debt service for improvements to these systems.

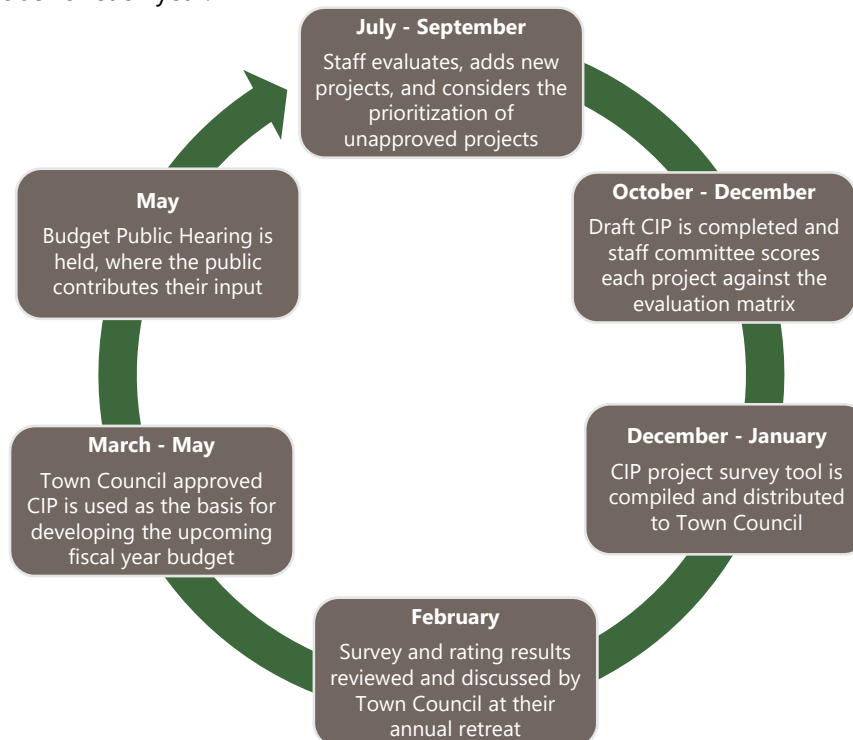
Debt Financing: For debt financing, the Town uses several types of debt mechanisms, including general obligation bonds, revenue bonds, and traditional lease-purchase or installment financing. The mechanism selected varies depending on the level of funding needed, the term of the need, and current debt market conditions. General obligation bonds are approved by voters and are backed by the Town’s taxing authority to repay the bonds. Revenue bonds pledge the revenue generated by specific enterprise (water, sewer, electric) charges.

Recreation Subdivision Fee-in-Lieu of Dedication: These fees are charged, based upon a Town Council-approved Development Fee Schedule, to developers of land within the Town of Apex and its Extraterritorial Jurisdiction (ETJ). Revenue from these fees is restricted to be used for park and recreation system expansion/improvements or to fund payment of related debt service.

Reserve from Prior Years: As capital projects are completed, any unspent budgeted amounts accumulate into capital reserves, which are available to fund future projects. Capital reserves can also build up when the Town collects revenue in excess of the amount budgeted for development fees described above.

The CIP Process

The process for developing the CIP, as illustrated below, begins shortly after the beginning of a new fiscal year (July 1) as staff considers unmet capital needs in the recently adopted budget and other emerging needs. For each project, staff in the requesting department complete a CIP project request form and compile supporting documentation. All CIP project requests are due by mid-October of each year.



Following an evaluation of current projects and needs, new projects are proposed to the 5-year plan. Using these proposals alongside pre-existing projects, a selection of senior staff representing the various departments are tasked with using an evaluation matrix to score the projects across eight categories, including public health and safety, legal mandates (as illustrated in the table to the right), economic development capacity, funding/budget impact, and other technical factors.

Legal Mandate	
<i>* Select all that apply</i>	Points Possible
Project mandated by State and/or	10 points
Project mandated by Town Council	7 points
Project mandated by legal settlement, contractual obligation or regulation	5 points
Project corrects a violation of Town or State code that would result in fines	2 points
Not Applicable	0 points

In preparation for the Town Council Annual Retreat in February, the Mayor and Town Council Members are provided with a survey tool to rank a selection of General Fund projects. The ranking excludes projects that are considered necessary for operations, such as replacement leaf trucks and radio replacements for public safety.

While the staff ratings focused on technical factors, the Mayor and Town Council rank the projects while keeping in mind how well they addressed each of the Town Council's five strategic goals:

A Welcoming Community: Create a safe and welcoming environment fostering community connections and high quality recreational and cultural experiences supporting a sense of belonging.

High Performing Government: Deliver exceptional service valuing an engaged workforce with an emphasis on efficiency, collaboration, innovation, and inclusion.

Environmental Leadership: Commit to sustaining natural resources and environmental well-being.

Responsible Development: Encourage equitable and sustainable development that provides accessibility and connectivity throughout the community.

Economic Vitality: Improve and sustain an environment that invites and retains a diversity of residents, employment opportunities, and businesses.

The ranked responses from the Mayor and Town Council members for each proposal are averaged to create a project prioritization order. This order reveals which projects the Mayor and Town Council determine are most critical to achieving the Town's strategic goals and, accordingly, have the most pressing need for immediate funding.

Using the prioritization list created with the averages of the Mayor and Town Council's rankings for each project and a measure of dispersion (standard deviation), the results are then used to assign projects into quartiles based on average ranking and agreement. This helps illustrate projects where the Town Council is in agreement on ranking (high or low) and is used as the basis for further discussion on projects that have higher than average disagreement.

1: Above Average Score, Above Average Agreement	2: Above Average Score, Below Average Agreement
Environmental Education Center GoApex Transit Program Humie Olive Road at Blazing Trail Traffic Signal (+1) Jessie Drive Phase I and Phase II Justice Heights Street Extension Pleasant Park Baseball & Softball Complex Pristine Water Drive Connector Ragan Road Sidepath Salem Street Downtown Streetscape and Resurfacing South Salem Street Bicycle Connection	Apex Peakway Southeast Connector Beaver Creek Extension Phase I & Phase II Land Purchase for Affordable Housing Tingen Road Pedestrian Bridge Vision Zero - Bike & Pedestrian
3: Below Average Score, Below Average Agreement	4: Below Average Score, Above Average Agreement
Jaycee Park Expansion Production Drive Extension Reedy Branch Greenway Repurpose Depot Parking Lot Station 1 Rebuild Town-Wide Traffic Signal System	Big Branch Greenway Davis Drive at Salem Church Road Realignment Hunter Street Park Renovation KidsTowne Playground Renovation Olive Farm Park Design Vision Zero - Signal Upgrades

The chart above reflects the project distribution. Quartile 1, the green block, contains projects with above average rankings and general agreement. These projects are considered the highest relative priority by the Town Council. Quartile 4, the red block, represents projects with below average rankings and general agreement. Quartile 2 and 3, the yellow and orange blocks, represent the middle ground where there is more disagreement. The Town Council focuses discussion on many of these projects in the 2nd and 3rd quartiles.

Following Town Council input and approval, the CIP is used as a basis for budgeting in the coming fiscal year and in formulating financial forecasts prepared as part of the budget process. Public input is solicited through two public hearings held during the budget process.

Resident Budget Priorities Survey

The Town of Apex resident budget priorities survey invites Apex residents to share their input on budgetary decisions. The online survey presents residents with two different ranking tools. First, residents are given the opportunity to indicate the importance they place on the following broad budgeting categories, which staff developed according to the priorities highlighted by the Town's strategic goals and ongoing plans, such as the Downtown Plan, Affordable Housing Plan, and others. Staff present the categories with the following brief descriptions prior to the ranking:

Recreation and Cultural Opportunities: Construction of new parks, greenways and facilities; maintenance and improvements to existing parks, greenways, and facilities; and athletic and cultural arts programming.

Transportation and Infrastructure: Construction and improvement of roadways, sidewalks, and bicycle lanes; public transit projects; and railroad crossing improvements.

Environmental Sustainability: Stormwater management; sanitation and recycling services; and initiatives to decrease the Town's carbon footprint, such as renewable energy improvements to Town facilities.

Economic Stability and Growth: Identifying and purchasing new development sites; recruiting new business and industry; and launching marketing initiatives for downtown businesses.

Housing Affordability: Programs to assist with home rehabilitation for low-income homeowners; emergency rental assistance; down-payment assistance for new homebuyers; construction of affordable housing units; and homeownership counseling.

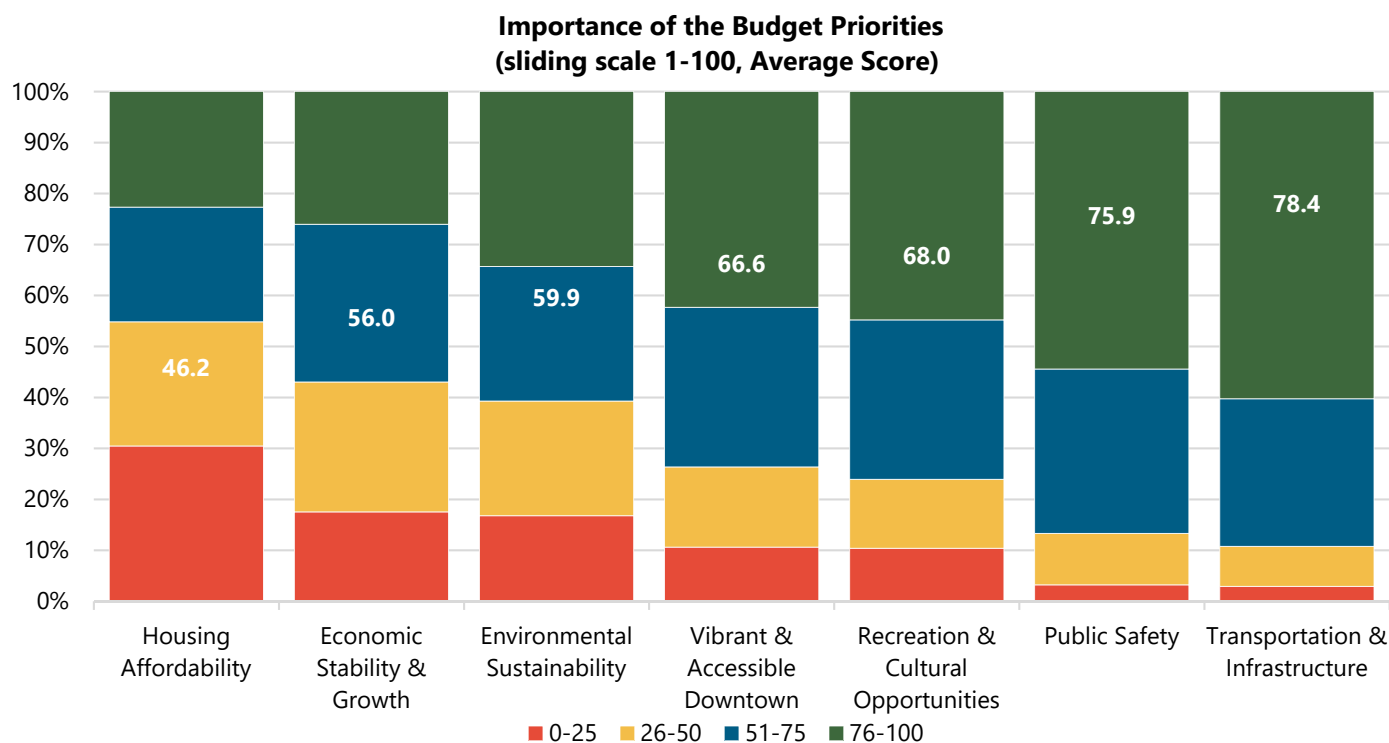
Public Safety: Resources to support the operations of the three public safety departments within the Town: Fire, Police, and Emergency Communications.

Vibrant and Accessible Downtown: Repurposing unused or underused spaces for public enjoyment; landscaping; and improving parking, sidewalks, and pedestrian crossings.

The survey provides a slider bar for each category, which represent a scale from “not at all important” to “very important.” By dragging and dropping a pin in the appropriate spot, residents communicate how important they feel each given category is.

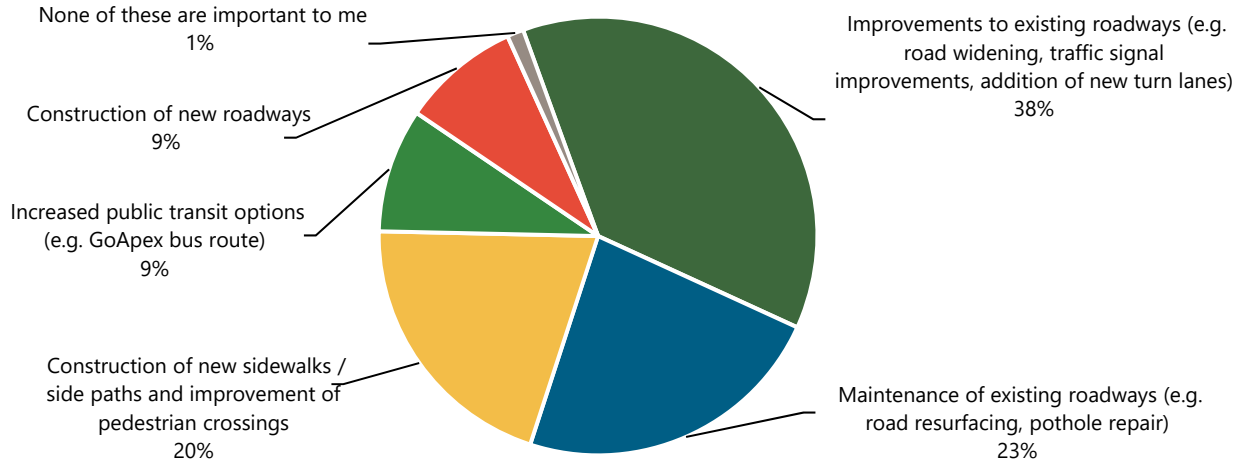
The next section of the survey uses a simple drag-and-drop tool to rank specific initiatives within each category. By moving these items into their preferred order, residents indicate which items within the broader categories they feel are most and least important to fund. Residents are also given the option to indicate that none of the items listed are important to them.

To analyze the results, Town budget staff calculate the average score of each broad budgeting category. Residents rated Transportation & Infrastructure as being most important, while Housing Affordability was least important.

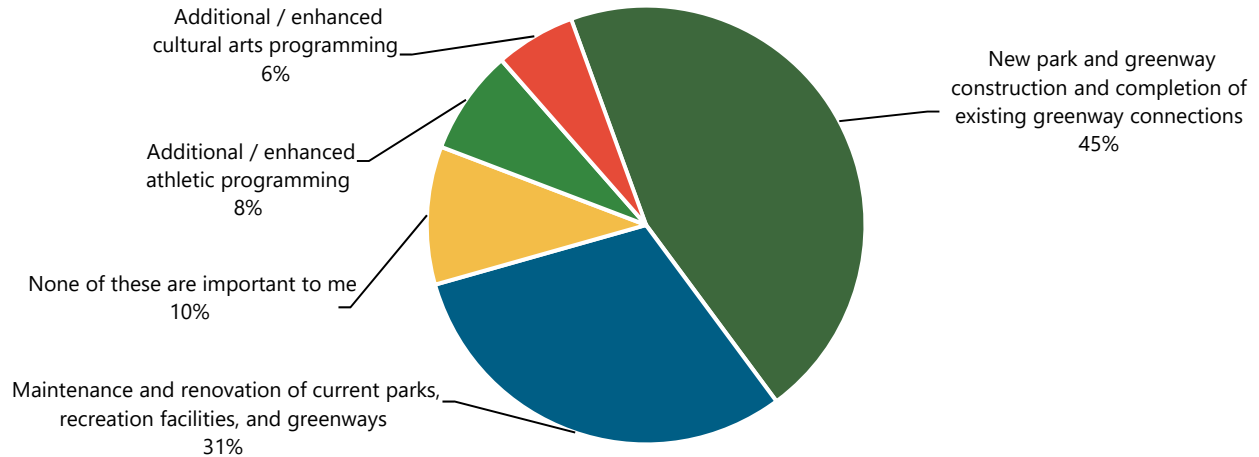


The average rankings for the items within each budgeting category reveals the initiatives residents feel are most important for the Town to address in the FY 23-24 budget. Below is a breakdown of the results within each broad budget category:

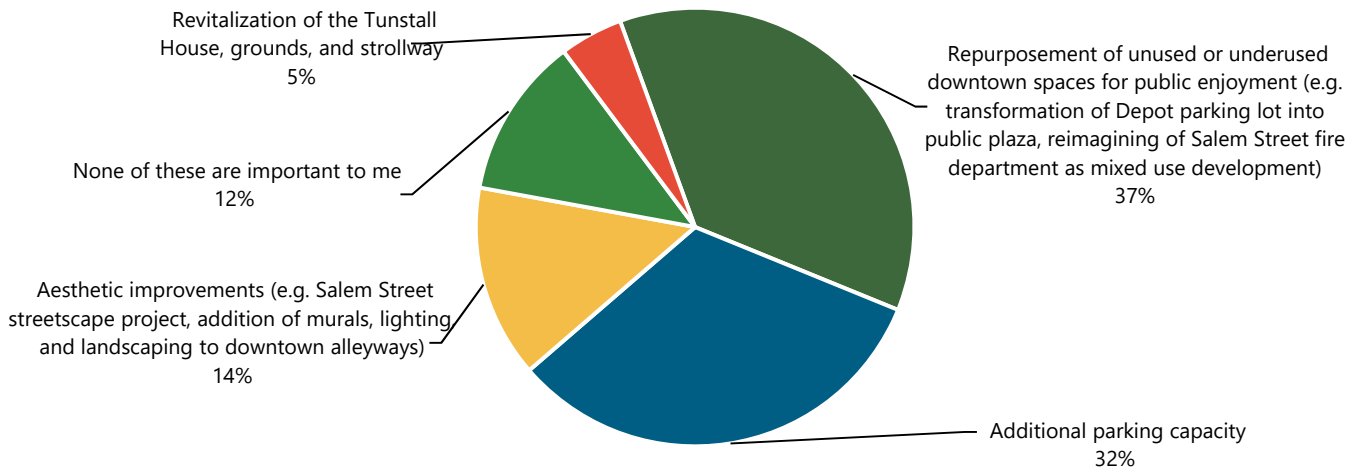
Transportation & Infrastructure



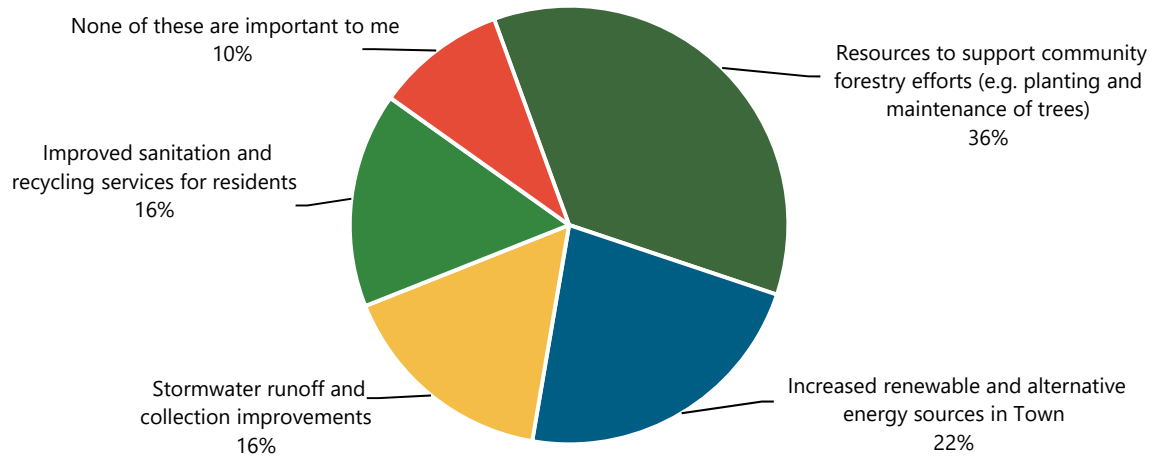
Recreation & Cultural Opportunities



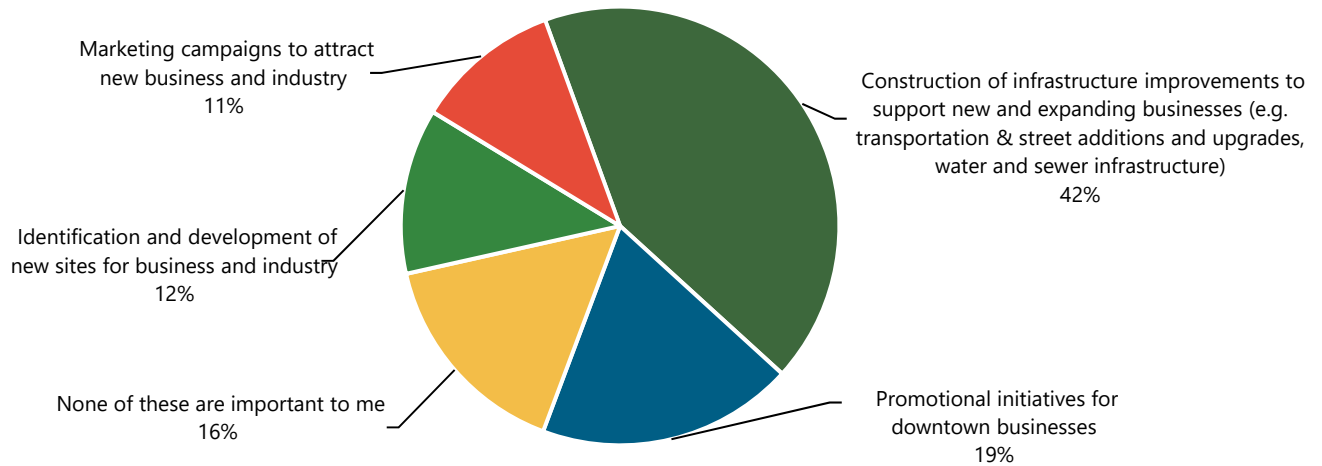
Vibrant & Accessible Downtown



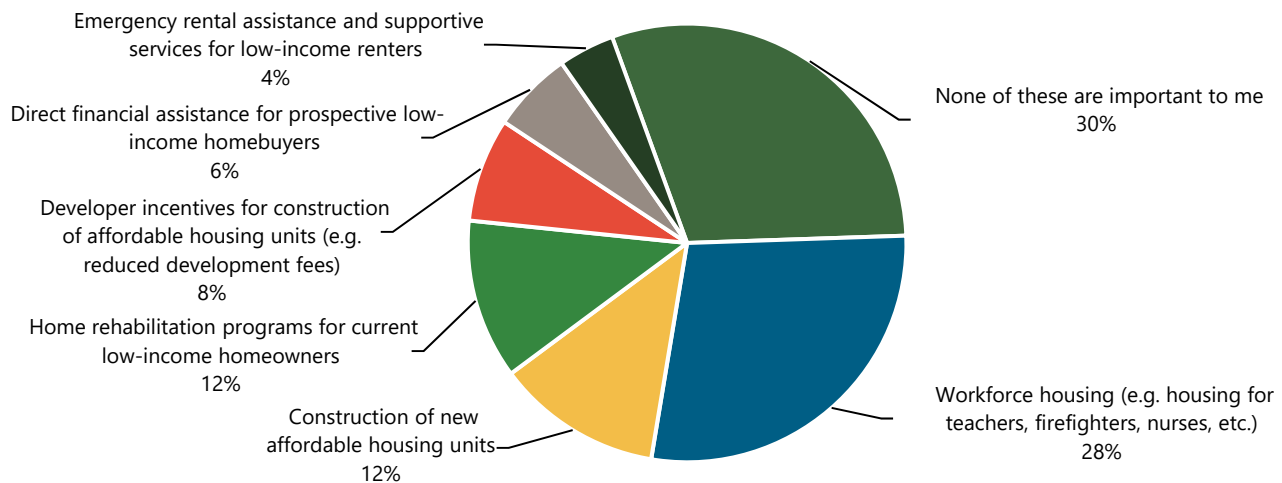
Environmental Sustainability



Economic Stability & Growth



Housing Affordability



The Town's goal in creating the resident budget priorities survey was to gain input from a larger number of residents than it typically reaches during its two annual budget hearings. With 619 survey responses, the Town was able to successfully gain a fuller picture of what is important to Apex residents. This knowledge will help the Mayor and Town Council ensure Town actions are well aligned with resident needs in the coming fiscal year.

CIP Practices

Long-Range Cost Estimates: Using the upcoming fiscal year as the base, staff will apply cost escalators to better estimate future construction costs. Staff applies the escalator to new construction and significant building rehabilitations. In some elements, such as public utilities and transportation, staff applies other escalators developed for those specific service areas.

Closing Projects: Projects are closed when the approved scope of work is complete. Staff reviews project statuses periodically to identify projects that are finished and can be closed. If the budget for a completed project is not fully expended, generally, the budget is closed and the remaining balance accumulates in the fund balance. The accumulated fund balance is available to pay for future projects.

Horizon Issues: The proposed CIP funds the Town's highly prioritized needs. Staff reviews and analyzes the business cases supporting these projects and considers them ready to move forward. In many situations, however, the Town has identified a future need, but has not yet completed a detailed analysis, considered options, or designed a specific facility. These projects include facilities, capital maintenance, and business systems that will be needed in the future, often beyond the CIP's five-year timeframe.

Planning By Fund

The following sections represent a description of the projects submitted, by element, for the five-year planning timeframe under consideration. Each element begins with a brief description of what types of projects are funded and includes a tabular summary of all projects considered and the proposed revenue source to fund the projects in each year. At the end of each section, there is a summary table showing the total cost of the projects in each year and the total of each revenue source. More details regarding the cost of borrowing is provided in each summary section. The reference to "Local Revenue" in the revenue portion of the tables is indicative of the need for current year funding for some projects/purchases in each year. This could include appropriation of reserve funds from one or more of the major funds: General, Water & Sewer, and Electric.

Section 2: General Fund

A majority of projects included in the CIP are housed in the General Fund. This revenue is generated in large part by ad valorem taxes, along with sales taxes, utility taxes, and other similar revenues.

The types of capital projects that qualify for this fund include facility improvements, transportation system improvements, and other similar projects.

Compared to other sources, General Fund resources are a flexible revenue source without restrictions on their use.

The icons below signify each element within the General Fund. They are located on the top right corner of the pages that are associated with their projects.



Transportation



*Parks, Recreation, &
Cultural Resources*



Public Safety



Public Facilities



*Public Works &
Environmental
Services*



Transportation Element Projects

Projects Funded: Construction of new roadways, improvements to existing roadways, sidewalks, bicycle and pedestrian facilities, transit projects, and railroad crossing improvements.

Peak Plan 2030 Recommendation: Implementation of Advance Apex: The 2045 Transportation Plan, Bike Apex, and the Downtown Master Plan and Parking Study are funded in this element.

Transportation infrastructure, like the Peakway shown on the right, has a long-lasting effect on the quality of life in Apex. It provides easier access to all areas of town and helps ease commuter traffic congestion as residents travel to and from employment centers.



The table below shows each of the projects submitted for consideration in this year's CIP process and the estimated cost of the project in each fiscal year in the plan. Section 7 of this document contains detailed information regarding the proposed funding source for each individual project.

Transportation	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Years	Total Capital Cost
Annual GoApex Transit Improvements	100,000	200,000	200,000	200,000	200,000	200,000	1,100,000
Annual Miscellaneous Road & Sidewalk Improvements	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000
Annual Pavement Management	2,200,000	2,300,000	2,400,000	2,500,000	2,600,000	2,700,000	14,700,000
Felton Grove High School Improvements Cost Share	825,000	825,000	-	-	-	-	1,650,000
Justice Heights Street Extension	750,000	-	-	-	-	-	750,000
Safe Routes to School	1,000,000	2,360,000	2,230,000	2,200,000	905,000	3,510,000	12,205,000
South Salem Street Bicycle Connection	300,000	-	2,100,000	-	-	-	2,400,000
Tingen Road Pedestrian Bridge	500,000	-	-	4,050,000	-	-	4,550,000
Apex Peakway North Widening	-	495,000	5,075,000	-	-	-	5,570,000
Center Street Railroad Crossing Improvements & Sidewalk	-	140,000	-	920,000	-	-	1,060,000
Chatham Street Railroad Crossing Improvements & Sidewalk	-	150,000	-	1,145,000	-	-	1,295,000
GoApex Transit Program	-	100,000	690,000	-	-	-	790,000
GPS Emergency Vehicle Preemption	-	160,000	160,000	160,000	-	-	480,000
Jessie Drive Phase I & Phase II	-	1,000,000	8,500,000	-	1,500,000	12,000,000	23,000,000
Jones Street Improvements	-	140,000	-	-	-	-	140,000
Ragan Road Sidepath	-	850,000	-	-	-	-	850,000
Vision Zero - Signal Upgrades	-	300,000	2,000,000	-	-	-	2,300,000
Wayfinding Signage Fabrication & Installation	-	760,000	415,000	-	-	260,000	1,435,000
West Williams Street Sidewalk	-	200,000	750,000	-	-	-	950,000
Old US 1 at Friendship Road Improvements Cost Share	-	-	250,000	-	-	-	250,000
Pavement Management Backlog	-	-	5,000,000	-	-	-	5,000,000
Pristine Water Drive Connector	-	-	500,000	3,000,000	-	-	3,500,000
Salem Street Downtown Streetscape, Gathering Space, & Alleys	-	-	4,520,000	-	2,100,000	-	6,620,000
Davis Drive at Salem Church Road Realignment	-	-	-	200,000	500,000	7,000,000	7,700,000
Technology Drive Enhancements Cost Share	-	-	-	2,000,000	-	-	2,000,000
Vision Zero - Bike & Pedestrian	-	-	-	600,000	400,000	2,000,000	3,000,000
Production Drive Extension	-	-	-	-	300,000	2,000,000	2,300,000
US 64 Sidewalk & Enhancement Cost Share (U-5301)	-	-	-	-	2,000,000	-	2,000,000
Apex Peakway Southeast Connector	-	-	-	-	-	18,885,000	18,885,000
NC 55 Sidewalk & Enhancement Cost Share (U-2901)	-	-	-	-	-	2,000,000	2,000,000
Ten Ten Road/Center Street Sidewalk & Enhancement Cost Share (U-5825)	-	-	-	-	-	2,000,000	2,000,000
Town-Wide Traffic Signal System	-	-	-	-	-	6,800,000	6,800,000
Element Total	5,875,000	\$10,180,000	\$34,990,000	\$17,175,000	\$10,705,000	\$59,555,000	\$138,480,000



Continuous Projects

Annual GoApex Transit Improvements

\$100,000+

Annually

Annual allocation to enhance bus stop amenities (shelters, benches, trash cans, bike racks, lighting, signage, informational materials, etc.) and improve accessibility and safety (increased bicycle and pedestrian infrastructure, lighting, crosswalks, bus pullouts, bumpouts, etc.) for current and potential future GoApex service and potential overlap areas with regional transit service, such as GoCary and GoTriangle.

Annual Miscellaneous Road & Sidewalk Improvements

\$200,000

Annually

This ongoing program addresses various deficiencies throughout Apex's municipal street system with accessible ramps and crosswalks, sidewalk maintenance, completion of short gaps in sidewalks, traffic control and warning device upgrades, and other related requests to provide a safe and accessible transportation system for all users. Without this program, we delay and bundle small projects while seeking a funding source, in some cases for a year or more.

Annual Pavement Management

\$2,200,000+

Annually

The Town is responsible for maintaining 150 miles of municipal streets, with the annual resurfacing contract providing for most of the pavement maintenance needs. Street mileage is growing annually with ongoing development. A recent survey of our streets reveals that we have deferred maintenance that needs to be addressed. This ongoing program focuses on deficiencies in pavement condition throughout Apex, addressing issues such as potholes, alligator cracking, and rutting in order to provide a safe and reliable transportation system. The Powell Bill program provides an annual funding allocation from the state, based on public centerline miles of road accepted and maintained by the Town. However, current and future resurfacing costs continue to exceed Powell Bill allocations, requiring additional General Fund revenues to be allocated.

FY 2023-24

Felton Grove High School Improvements Cost Share

\$1,625,000

Two-year Total

This project will contribute funds toward intersection improvements as part of the construction of proposed Felton Grove High School (2025 anticipated opening) that would not otherwise be constructed if they are beyond the required improvements for Wake County Public School System (WCPSS). Without this project, there would be potential capacity and safety issues at multiple access points to the school. Funding is being prioritized ahead of construction in order to enter into an agreement with the school. Payment will be expected in 2025.

Justice Heights Street Extension

\$750,000

This project includes extending Justice Heights Street from its existing stub west of South Salem Street to intersect Apex Peakway and adds sidewalk on the north side of the street. The project would provide improved local connectivity for traffic flow south of NC 55 and pedestrian connectivity between Salem Street and Apex Peakway through the Justice Heights neighborhood. If the project is not funded, there will continue to be a gap in the transportation network between Salem Street and Apex Peakway for this local area.

Safe Routes to School

\$12,205,000

Six-year Total

These projects will improve and add to existing Town infrastructure related to pedestrian and bicycle traffic to/from school. This five-phase project includes adding sidewalks, pedestrian facilities, and safe crosswalks in the areas surrounding Apex Elementary, Apex Middle, Apex Friendship Schools, Laurel Park Elementary, Baucom Elementary, Olive Chapel Elementary, Scotts Ridge Elementary, Salem Schools, and Thales Academy Elementary School. These phases were identified through an



analysis of safe routes to school needs. Without the project there will continue to be gaps in the sidewalk network and other deficiencies in the transportation system that make walking and biking to school difficult.

South Salem Street Bicycle Connection

(Downtown to Pleasant Park)

\$2,400,000
Two-year Total

This project includes sharrows along Salem Street from Apex Peakway to Hunter Street. Bike lanes along S Salem Street from Pleasant Park to Apex Peakway. This project was identified as the second highest priority in Bike Apex: The Comprehensive Bicycle Plan. If it is not completed, the Town will not meet the objective of prioritizing bicycle improvements along a designated bicycle route and major thoroughfare.

Tingen Road Pedestrian Bridge

\$4,550,000
Two-year Total

This project includes construction of a pedestrian bridge over the railroad crossing of Tingen Road. This at-grade railroad crossing will be closed as part of the Apex Peakway Southwest Connector project per the agreement with CSX. Construction of the pedestrian bridge will provide a space for members of the community to safely cross the railroad tracks on Tingen Road to access downtown Apex, multi-family residential developments, multiple churches, and Apex Elementary School. If it is not completed, the railroad crossing will become a barrier to the pedestrian network within the Town center. A feasibility study will determine more accurate scope and cost with public involvement.

FY 2024-25

Apex Peakway North Widening

(Center Street to Old Raleigh Road)

\$5,570,000
Two-year Total

This project widens existing Apex Peakway from a two-lane median-divided road to a four-lane median-divided road. Peak hour traffic exceeds capacity of the existing roadway so this widening will reduce queue lengths and delays. Without it, the road will continue to experience longer delays, making access difficult for commuters and emergency vehicles and causing more drivers to divert to other local routes, increasing congestion elsewhere. Until the state TIP widens Center Street/Ten Ten Road beginning in 2029 as currently programmed, this project may still not address backups at Center Street. However, this widening should be constructed prior to or during the Peakway Southeast Extension project, regardless of the state's schedule for widening Center Street.

Center Street Railroad Crossing Improvements & Sidewalk

\$1,060,000
Two-year Total

This project includes improvement of the road-crossing surface with the addition of concrete panels and addition of sidewalk across CSX railroad tracks, as well as four quadrant gates and associated railroad equipment upgrades. Without it, the sidewalk will continue to stop short of the tracks on each side, forcing pedestrians onto the roadway, and the crossing surface will continue to compromise ride comfort. An additional benefit is the potential to create a quiet zone at this crossing. This project also includes sidewalk along the north side of Center St from N Salem St to N Hughes St.

Chatham Street Railroad Crossing Improvements & Sidewalk

\$1,295,000
Two-year Total

This project includes addition of sidewalk across CSX railroad tracks, as well as 4-quad gates and associated RR equipment upgrades. Without it, sidewalk will continue to stop short of the tracks on each side, forcing pedestrians onto the roadway, and the quiet zone will not be able to move forward. This project also includes sidewalk along East Chatham Street from South Mason Street to the cul-de-sac. This sidewalk segment is a high-priority Safe Routes to School Project and is combined with the railroad crossing improvements for construction efficiencies and to complete pedestrian connectivity along the corridor.



GoApex Transit Program

\$790,000
Two-year Total

This project represents funds for improvements to GoApex Route 1 and expansion of the local public transportation services to offer a second route, GoApex Route 2. The first local transit route, GoApex Route 1, began operating in 2022. It is anticipated that, after several years of operating, ridership will be quantified and priority locations for shelters and other enhancements on GoApex Route 1 will be identified.

GPS Emergency Vehicle Preemption

\$480,000
Three-year Total

This project includes installing GPS preempt at 10 traffic signals/year, prioritizing major corridors (including NC 55, Salem Street, Center Street/Ten Ten Road, and Apex Peakway), and various signals adjacent to those major corridors. Without this system, time-saving benefits of having preemption for multiple directions of traffic flow along major routes would not be realized. Existing infrared preemption is only available for certain directions at four signals town-wide and Apex Fire Department no longer has infrared emitters.

Jessie Drive Phase I & Phase II

\$23,000,000
Four-year Total

This project would connect Jessie Drive to NC 55, providing a major thoroughfare between Ten Ten Road and NC 55 south of US 1. The road would serve development of adjacent land, including industrial and commercial areas. In the event of major closures or delays on NC 55 or Ten Ten Road, it would provide an east-west detour. Without it, adjacent development would be responsible for building sections of Jessie Drive, but it is unlikely that the entire route from NC 55 to Ten Ten Road would be completed. In the interim, development will burden existing connections, which are either already congested or offer less capacity.

Jones Street Improvements

\$140,000

This project includes adding curb along both sides of Jones Street, sidewalk on one side, and grading the ditch along Holleman St. This is intended to meet or exceed 20' minimum street width based on the Fire Code, provide a new pedestrian route from W Chatham St to Holleman St, and capture and direct storm water into the public system, addressing drainage complaints. Without the project, the roadway will continue to fall below current minimum standards for vehicles and pedestrians and neighbors will continue to receive stormwater runoff from the roadway through their property.

Ragan Road Sidepath

\$850,000

This project includes creating a connection from the Ragan Road sidepath to the American Tobacco Trail. Currently, residents surrounding Ragan Road have been using the sidepath along Ragan Road to the terminus and then walking along Ragan Road and cutting through a private property to access the southern end of the American Tobacco Trail.

Vision Zero - Signal Upgrades

\$2,300,000
Two-year Total

This project will implement safety upgrades to the top five high injury network intersection priorities, currently: 1) US 1 SB off ramp at NC 55, 2) US 64 EB ramps at NC 55, 3) Lufkin Rd at NC 55, 4) Vision Dr at NC 55, and 5) Beaver Creek Commons Dr/Pemberton Hill Dr at NC 55. Without improving these locations, the goals of the Vision Zero program are unlikely to be met and we will not be able to significantly reduce the potential for serious injuries and fatalities for the most hazardous intersections.

Wayfinding Signage Fabrication & Installation

\$1,435,000
Two-year Total

This project includes fabrication and installation of Wayfinding signage throughout Town. Sign types include parking directional, vehicular directional, pedestrian directional, destination identification, gateway signage, and bicycle signage.



This project was identified as part of the Downtown Plan & Parking Study and is an extension of the Community Branding Study. If it is not completed, the Town will not meet the objective of the Wayfinding Signage Program to provide consistent and attractive information to help residents and visitors discover and navigate to key destinations in Town.

West Williams Street Sidewalk

\$950,000

Two-year Total

This project would complete gaps in the sidewalk in front of Beaver Creek Commons shopping center, crossing the US 64 eastbound off ramp, connecting across the bridge over US 64, and extending to the intersection at Vision Drive. Current review of statewide prioritization shows this may score well enough to allow for 70% state funding. Signalized crosswalks would be installed at the existing traffic signals on both ends of this project. Without it, pedestrians will continue traveling along the shoulder of the road and both ends of this project will lack accessible ramps and crosswalks.

FY 2025-26

Old US 1 at Friendship Road Improvements Cost Share

\$250,000

This project would contribute funds toward construction of a 150' northbound left turn lane. Until the ballfields are funded for construction, this project would not be required as a condition of the Town's project. However, a westbound left turn lane is planned for construction in 2026 as part of the Friendship Innovation Park south of US 1.

Pavement Management Backlog

\$5,000,000

This project is designed to catch up on our backlog of streets in need of rehabilitation over a two-year period. This supplements the ongoing program that manages roadway infrastructure conditions throughout Apex on the municipal street system by optimizing strategies for maintaining pavements in serviceable condition at the lowest cost, providing a safe and reliable transportation system. Without it, we would continue to lag behind on street maintenance needs, the overall condition of streets would degrade, and maintenance costs over time would increase substantially. The total estimated backlog was over \$12M based on our consultants last PCS. The last \$5M bond caught us up some and this PWT item will get us closely to eliminating backlog.

Pristine Water Drive Connector

\$3,500,000

(Pristine Water Drive to Lufkin Road)

Two-year Total

This project would extend a collector street from Burma Drive to Lufkin Road. Construct 700 feet of minor collector street west to Pristine Water Drive, upgrade 1,300 feet of Pristine Water Drive (west and northwest) to a public street, and upgrade 1,000 feet of an existing concrete private driveway to a public street connecting Pristine Water Drive to Lufkin Road to serve existing municipal and private industrial uses, as well as add a second point of access to the Cash Corporate Center for economic development. Without this connectivity, the Town would not be able to meet the needs of prospective major employers seeking access in accordance with the Transportation Plan, and thus, it would be difficult to attract such businesses to Apex at this time.

Salem Street Downtown Streetscape, Gathering Space, & Alleys

\$6,620,000

Two-year Total

This project includes in the order of funding below: Cost overrun for Saunders Lot plus the curbless Salem Streetscape with 10 on-street spaces and street trees, plus Saunders St gathering space, and improvements to Commerce, Seaboard, and The Peak Alley based on the schematic designs approved by Town Council in 2021. Construction plans underway for approval in 2023. Property acquisition is combined for the streetscape and alleys in the first year, with most of those funds required for the alleys.



FY 2026-27

Davis Drive at Salem Church Road Realignment

\$7,700,000

Three-year Total

This project would realign Davis Drive to improve the horizontal curvature as well as add turn lanes and extend Salem Church Road. The intersection would be shifted west, away from the CSX RR freight line, allowing for vehicle stacking beyond the tracks and the installation of a traffic signal and gate arms. Without this project, it is possible that Salem Church Road will eventually be converted to right in-right out, and/or safety concerns will persist for the following issues: no left turn on Davis Drive backing up traffic southbound, no space for a traffic signal or gate arms to warn of an approaching train, and limited visibility around the curve on Davis Drive.

Technology Drive Enhancements Cost Share

\$2,000,000

This project will improve NC 55 (East Williams Street) at Technology Drive. The project termini have not been finalized, but improvements may extend from Sunset Lake Road to the future Jessie Drive connection. While the project purpose is to address traffic capacity and mobility needs, some bicycle and pedestrian enhancements are also anticipated. The proposed cost share is for enhancements the Town desires above and beyond what would be funded by NCDOT and CAMPO. These enhancements will be determined through the design and public engagement process. Possible examples may include, additional bicycle and pedestrian facilities, including crossing opportunities; safety enhancements consistent with Vision Zero recommendations; and landscaping.

Vision Zero – Bike & Pedestrian

\$3,000,000

Three-year Total

The project will implement countermeasures for 12 locations throughout Apex to improve infrastructure where severe or fatal bicycle or pedestrian crashes have occurred. These locations are based on the bicycle and pedestrian crash data for 2015 – 2020 that was consolidated and analyzed as part of the Vision Zero Action Plan and were identified as roadway segments and intersections where severe or fatal bicycle or pedestrian crashes have occurred and are distributed across Apex along both thoroughfares and local streets. The Town will conduct an updated safety analysis for each of 12 locations to evaluate whether infrastructure improvements are needed.

FY 2027-28

Production Drive Extension

\$2,300,000

Two-year Total

This project would extend Production Drive from Pristine Water Drive to future Jessie Drive for a distance of approximately 1,100 feet. This would provide improved connectivity for economic development areas, including the Town's certified site, as well as an alternative route to avoid Ten Ten Road for residential development south of Jessie Drive. In the interim, development will continue to depend on existing Jessie Drive and Smith Road/Stephenson Road, as well as residential streets with no convenient alternatives to Ten Ten Road.

US 64 Sidewalk & Enhancement Cost Share (U-5301)

\$2,000,000

This project will convert the intersections of US 64 at Lake Pine Drive and US 64 at Laura Duncan Road to an interchange, and convert US 64 from Laura Duncan Road to US 1 to a superstreet. This project will provide funding for enhancements the Town requests as part of the widening project. Enhancements are likely to include protected pedestrian facilities, including sidewalk, multi-use path, and crossings. NCDOT will replace existing pedestrian facilities, but will not complete gaps where there are no existing facilities unless the Town shares a portion of the costs.



Horizon

Apex Peakway Southeast Connector

\$18,885,000

(NC 55 to Center Street)

The proposed project would complete the final gap in the Apex Peakway, completing a full loop around downtown Apex. The construction of Apex Peakway was identified as a high priority in Apex. It will become increasingly important given anticipated delays to NCDOT's widening of the NC 55 corridor between US 1 and Olive Chapel Road. The completed Apex Peakway loop will provide a needed alternative to the NC 55 corridor through Apex. Without completing this project, there will not be an intuitive relief valve for NC 55, nor will there be an alternative designed to handle the anticipated volume of traffic. This request is consistent with the Apex Peakway Southeast Connector Feasibility Study, completed in June 2018.

NC 55 Sidewalk & Enhancement Cost Share (U-2901)

\$2,000,000

Transportation Improvement Program (TIP) project U-2901 will widen NC 55 from US 1 to Olive Chapel Road. This project will provide the enhancements the Town requests, which include pedestrian facilities (sidewalk and path), aesthetic treatments at new CSX Bridge, and median enhancement and landscaping. As part of TIP U-2901, NCDOT will replace existing pedestrian facilities, but not complete gaps where there are no existing facilities without the Town sharing a portion of the costs. Similarly, NCDOT will not provide an enhanced streetscape unless the Town shares a portion of the costs.

Ten Ten Road/Center Street Sidewalk & Enhancement Cost Share (U5825)

\$2,000,000

This project will provide enhancements the Town requests as part of the NCDOT widening project (Ten Ten Road from Apex Peakway to Kildaire Farm Road in the Town of Cary). Enhancements include pedestrian facilities (sidewalk and multi-use path), median treatments, and landscaping. As part of TIP U-5825, NCDOT will replace existing pedestrian facilities, but will not complete gaps where there are no existing facilities unless the Town shares a portion of the costs. Similarly, NCDOT will not provide an enhanced streetscape unless the Town shares a portion of the costs.

Town-Wide Traffic Signal System

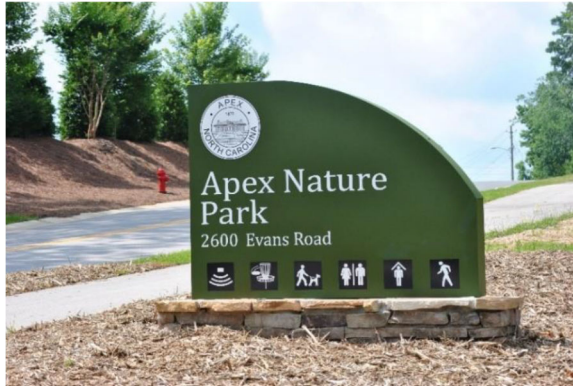
\$6,800,000

The project will address traffic signals town-wide by designing and installing the infrastructure needed to monitor and control traffic signals throughout Apex in a centralized system and support a future regional traffic signal system. Traffic signals in Apex are mostly either in the Town of Cary Signal System or controlled by NCDOT, and Apex has limited maintenance responsibilities in a few locations. New signals on town-maintained roads will become the responsibility of Apex. There is also an increasing level of service and safety benefit for Apex to monitor and maintain connected traffic signals. These benefits will increase as locally-maintained roadway mileage and pedestrian facilities are expanded and connected, and transit routes and use increase.



Parks, Recreation, & Cultural Resources Element Projects

Projects Funded: Acquisition of land for new park and greenway facilities, the construction of park and recreation amenities, and major maintenance of current facilities.



Peak Plan 2030 Recommendation: That the Town “implement recommendations of the recently updated Parks, Recreation, Greenways, and Open Space Master Plan.” Projects shown in this element address needs reflected in this plan. Projects shown in this element include bicycle transportation improvements included in the Bike Apex plan.

The Apex Nature Park, which opened in early 2014, expanded our ability to serve the growing population of Apex with a variety of active and passive recreational opportunities. Our high-quality park facilities, greenway network, and the programs we offer contribute greatly to the high quality of life people in Apex enjoy. This element suggests funding several other quality projects in response to our Parks Plan and the expressed needs of those we serve.



The table below shows each of the projects submitted for consideration in this year’s CIP process and the estimated cost of the project in each fiscal year of the plan. Section 7 of this document contains detailed information regarding the proposed funding source for each individual project.

Parks, Recreation, & Cultural Resources	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Years	Total Capital Cost
Annual Misc Greenway Connections	300,000	300,000	300,000	300,000	300,000	300,000	1,800,000
ACP Street Hockey Partnership Project	250,000	-	-	-	-	-	250,000
Environmental Education Center	300,000	-	3,650,000	-	-	-	3,950,000
Track Out Camp Program Buses	240,000	-	-	-	-	-	240,000
West Street Park Improvements	1,650,000	-	-	-	-	-	1,650,000
KidsTowne Playground Renovation	-	-	150,000	-	2,000,000	-	2,150,000
Seymour Athletic Fields/Nature Park Parking Expansion	-	-	120,000	1,080,000	-	-	1,200,000
Wimberly Road Park Design	-	-	500,000	-	-	30,250,000	30,750,000
Big Branch Greenway	-	-	-	300,000	150,000	8,000,000	8,450,000
Beaver Creek Greenway Extension	-	-	-	-	1,000,000	13,031,000	14,031,000
Hunter St Park Renovation	-	-	-	-	675,000	-	675,000
Jaycee Park Expansion	-	-	-	-	150,000	1,500,000	1,650,000
Olive Farm Park Design	-	-	-	-	300,000	25,000,000	25,300,000
Reedy Branch Greenway	-	-	-	-	300,000	3,000,000	3,300,000
Apex Community Park Parking Lot Expansion	-	-	-	-	-	700,000	700,000
Middle Creek Greenway (Gladstone north to Center Street/SR1010)	-	-	-	-	-	4,600,000	4,600,000
Pleasant Park Baseball & Softball Complex	-	-	-	-	-	12,300,000	12,300,000
Element Total	\$2,740,000	\$300,000	\$4,720,000	\$1,680,000	\$4,875,000	\$98,681,000	\$112,996,000



Continuous Projects

Annual Miscellaneous Greenway Connections

\$300,000

Annually

This ongoing program would allow for the study and prioritization of proposed connections of existing greenways. As requests for connections continue to increase each year, without funding for this program, we would lack the resources to properly identify the viability of the proposed connections.

FY 2023-24

ACP Street Hockey Partnership Project

\$250,000

In partnership with the NHL Carolina Hurricanes, develop 2 street hockey courts (multifunctional courts - including Futsal and Basketball) in the fenced field space. This programmable space will be utilized to introduce street hockey to the community and provide access to underserved and vulnerable populations through events with the Boys and Girls Club, Miracle League and Town Specialized Recreation programming.

Environmental Education Center

\$3,950,000

Two-year Total

The Nature and Environmental Education facility was part of the initial Master Plan for the Nature Park site. The intent is to utilize this facility as a headquarters for the operation of the park and to provide on-site staff to program and oversee the park. Additionally, it would be a place where environmental and nature exhibits can be seen as part of the Town's effort to educate and support environmental initiatives such as conservation and good stewardship. It is envisioned that a large portion of the potential programming for this facility would be achieved through Town initiatives and by developing collaborative relationships with area schools and universities.

Track Out Camp Program Buses

\$240,000

These buses are required in order to launch the Track Out Camp Program in order to transport campers to various activity locations throughout the Town of Apex.

West Street Park Improvements

\$1,650,000

Requested as part of the PRGOS Master Plan update Community Input Event, this needs list was developed through community engagement. Renovation of park available upon installation of sanitary sewer to provide a shelter with restrooms. Re-development includes accessible route through park, expanded and full-size basketball court, lighted if possible, inclusive and multigenerational amenities such as outdoor game tables and swings along with other improvements. Focus on protecting existing large canopy trees and addressing erosion and slopes issues along with stream bank management.

FY 2025-26

KidsTowne Playground Renovation

\$2,150,000

Two-year Total

This treated lumber, community-built playground is now 22 years old and, while the routine maintenance and replacement of components is ongoing, the life of the structure is limited. This project would undertake the demolition of existing equipment and replacement with new.

Seymour Athletic Fields/Nature Park Parking Lot Expansion

\$1,200,000

Two-year Total

With the conversion of the Seymour Athletic Fields to synthetic turf and the current volume of use, there is a need for expanded parking to keep patrons from parking on Evans Road. The PRGOS Master Plan update identified the need for



additional parking along with additional maintenance facility space. This project would add approximately 50 parking spaces to Town-owned property on the other side of Evans Road and install an at-grade pedestrian crossing into the Nature Park.

Wimberly Road Park Design

\$30,750,000

Two-year Total

In September of 2017, the Town purchased approximately 30 acres of land with the intention of developing a regional park in the northwest quadrant of Apex. The 2022 Master Plan update will include a conceptual plan with recommended facilities to meet needs of community. The Wimberly Road parkland is significant in its location near the White Oak Creek watershed area, access to the American Tobacco Trail, and East Coast Greenway. Preliminary project needs per public input include indoor recreation space (gymnasium/classrooms), passive open space, community gardens, and environmental education and conservation opportunities.

FY 2026-27

Big Branch Greenway

\$8,450,000

Three-year Total

This project will complete greenway along corridor from James Street, South to US 1 providing links to proposed transit routes and serving as a connection to existing neighborhoods.

FY 2027-28

Beaver Creek Greenway Extension

\$14,531,000

Two-year Total

Phase I of this project will extend Beaver Creek greenway from Nature Park to Arcadia West and Buckhorn Preserve. Phase II of this project will extend Beaver Creek greenway from Jaycee Park under Highway 55 as a grade separated crossing.

Hunter Street Park Renovation

\$675,000

This project includes the replacement of the turf field at Hunter Street Park from 2016 due to use. Turf fields are intended to provide play for approximately 10 years. This particular field was the Town's first synthetic turf field and the demand for field space through Town programs, school agreements and outside organization rental have this field being utilized daily for many hours. Even with grooming and routine maintenance and repair, the carpet fibers deteriorate and seams wear out. This renovation will result in 10+/- years of all-weather field use.

Jaycee Park Expansion

\$1,650,000

Two-year Total

The expansion of Jaycee Park, adjacent to the Apex Peakway, adds new amenities that include an open play field, shelter with restroom, playground, pickleball, and additional parking serving multiple neighborhoods within walking distance of the park. This will also connect to the Beaver Creek Greenway and existing Jaycee Park amenities.

Olive Farm Park Design

\$25,300,000

Two-year Total

The Town acquired approximately 22 acres of land for a future park in Southwest Apex in August of 2017. The 2022 Master Plan update will include a conceptual plan with recommended facilities to meet needs of community. Early responses from public input indicate the possibility of a recreation center, open play space, active and passive recreation with significant environmental components.



Reedy Branch Greenway
(Abbingdon-Kelly Road West to Goliath Lane)

\$3,300,000
Two-year Total

This project will complete a greenway gap between the sidepath along Kelly Road (connects to Kelly Road Park Olive Chapel Elementary School, commercial/office) and the sidepath along Beaver Creek Commons Drive to commercial/retail and transit to the American Tobacco Trail.

Horizon

Apex Community Park Parking Lot Expansion **\$700,000**

This project would reconfigure the existing parking area and add approximately 30 spaces to service greenway, shelters, fitness course, tennis courts, playgrounds, basketball courts, and special events.

Middle Creek Greenway **\$4,600,000**
(Gladstone North to Center Street)

This extension of Middle Creek Greenway runs through the Pinnacle Park project connecting from Gladstone in the Proposed Horton Park Subdivision, crossing Jessie Drive, through the Cash Corporate site, to Lufkin Road Middle School terminating at Center Street/SR1010.

Pleasant Park Baseball & Softball Complex **\$12,300,000**

This is the baseball/softball complex designed as part of the Pleasant Park master plan. There are 4 fields of ranging sizes, fieldhouse with restrooms, office, meeting, and concession spaces, a maintenance storage building, concourse with seating, 2 signature fields with stadium type seating, 4 batting cages, and support facilities.



Public Safety Element Projects

Projects Funded: Acquisition of capital equipment to support the operations of the three public safety departments in the Town (Fire, Police, and Emergency Communications). (Note: Public safety *facilities* are considered in the *public facilities* element.)

Peak Plan 2030 Recommendation: That the Town “provide adequate fire and police in all areas.” This element considers the projects necessary to maintain adequate and responsive services to our residents.



The table below shows each of the projects submitted for consideration in this year’s CIP process and the estimated cost of the project in each fiscal year in the plan. Section 7 of this document contains detailed information regarding the proposed funding source for each individual project.

Public Safety	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Years	Total Capital Cost
Engine 32 Replacement	900,000	-	-	-	-	-	900,000
Fire Radio Replacement	150,000	150,000	150,000	150,000	150,000	150,000	900,000
Self-Contained Breathing Apparatus Replacement	250,000	250,000	250,000	250,000	250,000	710,000	1,960,000
Driving Simulator	-	298,000	-	-	-	-	298,000
Police Radio Replacement	-	610,000	610,000	635,000	-	-	1,855,000
Fire Pumper for Olive Farm Station	-	-	-	-	-	825,000	825,000
Fire Pumper for Station 38	-	-	-	-	-	825,000	825,000
Rescue Retrieval Van	-	-	-	-	-	194,000	194,000
Element Total	\$1,300,000	\$1,308,000	\$1,010,000	\$1,035,000	\$400,000	\$2,704,000	\$7,757,000



FY 2023-24

Engine 32 Replacement

\$900,000

This will replace Engine 32, a 2011 model rescue pumper that currently has 94,000 miles. While the town typically attempts to get 15 years out of front-line service from a pumper, this truck's dual purpose has caused it to build up mileage at a faster rate. Therefore, a replacement pumper is being requested in order to ensure that our front-line response fleet remains at a level necessary to provide the highest level of service to our community. Not funding this request will require the department to continue to operate this truck until such time as it is replaced.

Fire Radio Replacement

\$900,000

Six-year Total

This project will replace the fire department's mobile and portable radios. Many departments replace their portable radios every 5 years in order to ensure reliable and consistent communications due to keeping up with current technology. The fire department completed a radio replacement project in 2016 so it is important to plan for replacement of all mobile and portable radios throughout the department.

Self-Contained Breathing Apparatus Replacement

\$1,960,000

Six-year Total

This project will replace self-contained breathing apparatus (SCBAs). With the continuing evolution of NFPA standards that recognize technological advancements, the current SCBAs will no longer meet the most current edition of NFPA 1981 Standard on Open-Circuit Self-Contained Breathing Apparatus for Emergency Services within the next 5-7 years. The projected cost of this request includes a full complement of SCBA equipment include the airpack itself, air bottles, Bluetooth options, and a remote monitoring system.

FY 2024-25

Driving Simulator

\$298,000

The Town currently has extremely limited access to a quality, driving simulator. Funding this project would be beneficial to staff members in every department and directly enhance our ability to improve employee safety. A modern, driving simulator is extremely realistic and can simulate nearly every piece of equipment present within a Town vehicle. Trainers can program real life scenarios staff will encounter during the simulation and integrate a number of challenges into the course. The life expectancy for a quality simulator is projected to be a minimum of 10 years, based on continued maintenance and proper use.

Police Radio Replacement

\$1,855,000

Three-year Total

This project will replace all mobile and portable radios in the police department. Our current radios will be at end-of-life in two years and the cost of repairing them will exceed the cost of the device. Our replacement schedule is over the course of three-years and will allow us to replace the radios as their warranties expire. The schedule is to replace 41 portables & 33 mobiles in FY24 & FY25 and 43 portable and 34 mobiles in FY26.

Horizon

Fire Pumper for Olive Farm Station

\$825,000

This fire pumper will be needed for the fire station slated to be built in the area of Olive Farm Road and Humie Olive Road. This new station was proven to be needed through a third-party station distribution assessment by Envirosafe. If not funded and the station is constructed, the station will be forced to open with a reserve apparatus with well over 100,000 miles. The cost of this project includes equipment needed in order to fully outfit the truck.



Fire Pumper for Station 38

\$825,000

This fire pumper will be needed for the fire station 38 in order to provide service to Apex's western areas, including annexations into Chatham County.

Rescue Retrieval Van

\$194,000

Currently, we have extremely limited access to a ruggedized rescue retrieval vehicle with the capabilities to move citizens away from hostile environments safely and efficiently. Purchasing this vehicle will provide a vital resource and enhances the Apex Police Department's ability to respond to a victim rescue situation, and safely insert police officers into a critical incident. The vehicle would support all facets of public safety to include Fire, Police, & Medic responses for these often rapidly evolving events. The ruggedized transit van enhances our ability to support hostage rescue scenarios in a manner that is safer for innocent civilians and police officers. Since this vehicle is inconspicuous, it is an ideal choice for our department and would primarily serve in the role of rescue/medical transport and police response to a hostile environment.



Public Facilities Element Projects

Projects Funded: Construction and major maintenance of general government and public safety facilities and infrastructure. This element also funds improvements to communications and technology infrastructure.

Peak Plan 2030 Recommendations: The Peak Plan recommends: 1) Provide adequate fire and police services in all areas. 2) Continue to assess public facility needs to meet demand generated by existing, as well as future, growth and development.

The Public Works Administration building, which was part of a project that included a new Purchasing and Inventory Building, storage yard, and upgrades to other facilities in the public works complex, currently houses Water Resources staff. This element suggests funding several other quality projects to address current and future facility needs.



The table below shows each of the projects submitted for consideration in this year's CIP process and the estimated cost of the project in each fiscal year of the plan. Section 7 of this document contains detailed information regarding the proposed funding source for each individual project.

Public Facilities	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Years	Total Capital Cost
Eva Perry Library Improvements	200,000	-	-	-	-	-	200,000
Tunstall House Restoration	1,800,000	-	-	-	-	-	1,800,000
Mechanical (HVAC/Chiller) Upgrades to Town Facilities	-	125,000	-	-	-	-	125,000
Public Works Operations Building Renovations	-	870,000	-	-	-	-	870,000
Station 1 Rebuild	-	500,000	-	4,750,000	-	-	5,250,000
Town Hall Remodel	-	900,000	900,000	900,000	-	-	2,700,000
Vehicle Storage Shed & Brine Building	-	23,500	235,500	-	-	-	259,000
Town Campus & Public Works Parking Lot Resurfacing	-	-	385,000	165,000	-	-	550,000
Repurpose Depot Parking Lot	-	-	-	-	250,000	2,000,000	2,250,000
Fire Department Administration Building	-	-	-	-	-	3,150,000	3,150,000
Fire Station 7 (Olive Farm Area)	-	-	-	-	-	6,800,000	6,800,000
Fleet Fluid Pumps/Reclamation	-	-	-	-	-	100,000	100,000
Land Purchase for Affordable Housing	-	-	-	-	-	500,000	500,000
Police Department Addition/Renovation	-	-	-	-	-	6,600,000	6,600,000
Public Safety Station 8	-	-	-	-	-	8,550,000	8,550,000
Element Total	\$2,000,000	\$2,418,500	\$1,520,500	\$5,815,000	\$250,000	\$27,700,000	\$39,704,000



FY 2023-24

Eva Perry Library Improvements

\$200,000

The Eva Perry Regional Library first opened in 1996 and is one of Wake County's most active libraries. It serves the Apex and southern Cary areas. A renovation is scheduled to update the building's interiors and address long-term maintenance issues with aging building systems. This project includes funding to replace the roof at the facility. Wake County and the Town, through the current interlocal agreement, have agreed to the replacement of capital items by the Town for the duration of the agreement.

Tunstall House Restoration

\$1,800,000

Restoration of the existing Tunstall House would not only be a prescriptive plan to save the current structure, but also provide long term use as well as mediate deterioration to the existing structure. This project contemplates the historic restoration of the house and contributing outbuildings. The house is suffering from deferred maintenance and currently serves no purpose. The building will maximize its use by utilizing the two rooms of the original structure as public-facing meeting spaces, and utilizing the additions as well as the second floor for Town office space. This will create a more flexible space that can be used by both groups simultaneously.

FY 2024-25

Mechanical (HVAC/Chiller) Upgrades to Town Facilities

\$125,000

This project includes the replacement of old inefficient R22A HVAC/chiller units to R410 in the Halle Cultural Arts Center due to R22 refrigerant being phased out with limited to no replacements available. Where replacements can be found, it is extremely expensive and timely to replace/repair.

Public Works Operations Building Renovations

\$870,000

Phase I of this project includes renovating the existing locker area and expand it into the adjacent space being vacated by Electrical Operations upon their move to a new facility off-campus. New, larger men's and women's locker rooms would be created, with more toilet fixtures, showers, and lockers in each space. Additionally, a single occupancy toilet and shower room would be added, as well as a larger janitorial space. In the wider and longer hallway serving these new spaces, more laundry drop-off and pick-up lockers would be made available.

Station 1 Rebuild

\$5,250,000

Two-year Total

This project will raze and rebuild a three-bay fire station on half of the land on which the current Station 1 sits. The current building is not suitable for major renovation. This station will be designed to fit with the character of downtown while providing modern capabilities and operational effectiveness. It is anticipated that this station will continue to be a single company house with the addition of battalion chief quarters, since the current Station 3 will continue to house Rescue 33. Incorporation of some type of public "museum space" featuring the Hunter fire apparatus is also planned for this location.

Town Hall Remodel

\$2,700,000

Three-year Total

This project includes a placeholder to fund the design changes to the Town Hall facility once the Building Inspections & Permitting Department relocates to the Mason Street property. Following the recommendations of a space needs study conducted in FY19-20, the Town has identified areas it can renovate or change to improve and increase the physical capacity of the building. An important component of this project will be anticipating growth and changes for each department and considering interactions between departments.



Vehicle Storage Shed & Brine Building

\$259,000
Two-year Total

This project is for the construction of a vehicle storage shed & brine building at the Public Works Operation Yard. The storage shed and brine building will provide shelter for vehicles and equipment not currently protected from inclement weather.

FY 2025-26

Town Campus & Public Works Parking Lot Resurfacing

\$550,000
Two-year Total

This project is for the reconstruction of the Town Campus in the first year and Public Works Campus in the second year to include asphalt pavement and remarking.

FY 2027-28

Repurpose Depot Parking Lot

\$2,250,000
Two-year Total

The conversion of the Depot parking lot to the premier space to gather downtown was identified as a "Top 10" priority project in the Downtown Plan. The details of the final design will include a durable curbless environment with a balance of sun and shaded areas, along with lighting and movable, interactive furnishings. Conceptual plans include space for the Farmer's Market, a splash pad area, an ice skating rink, and plenty of seating and space to host a variety of activities.

Horizon

Fire Department Administration Building

\$3,150,000

As the Fire department grows, the need for additional administrative office and conference room space is increasing exponentially. This project will construct a fire administrative building that is capable of housing fire administration, logistics, training, and the fire marshal's office. This building will also contain conference space, planning rooms, and secure storage for departmental supplies and a warehouse space on the land behind Station 33.

Fire Station 7

(Olive Farm Area)

\$6,800,000

Fire Station 7 has been identified by a third party as being needed in order to meet the informally adopted fire department coverage standard of at least 90 percent of our coverage area being within a five-minute travel time from all stations. This station's concept will mirror the Wimberly Road Station without the police elements.

Fleet Fluid Pumps/Reclamation

\$100,000

This project includes the relocating of motor oil, hydraulic, coolant, and reclamation reservoir. Currently, the vehicle and equipment fluids are located in a small room with limited size drums, which increases the number of times vendors have to come out to refill or remove used fluids. Dumping old/used fluids is hazardous, based upon current practices, in which the mechanic hand pours/pumps old fluids into an open drum. This project will relocate to a larger area to allow larger tanks of new fluids and several reclamation tanks hooked up to pneumatic pumps that would safely and efficiently remove used fluids. On several occasions, the "oil room" where fluids are kept has experienced spills and overflow due to an increase in services provided by our fleet mechanics.

Land Purchase for Affordable Housing

\$500,000

This project will provide funding for the purchase of land for future development of affordable housing.



Police Department Addition/Renovation

\$6,600,000

With the growth of the community and police department, the Town is experiencing space limitations at the main police facility. This project includes plans to add space for operations, administrative functions, and the Communications Center. The conceptual plan adds two stories of office space above the current administrative parking lot (east side) over a secured police parking lot. The first level above that would align with the existing second story of the building and would be finished into office space for administrative functions. The second level would be unfinished shell space to allow for future growth. The existing administrative office space would be renovated to allow for a doubling in size of the existing Communications Center and the addition of related office and work space.

Public Safety Station 8

\$8,550,000

Public Safety Station 8 will be needed if the Town of Apex begins to annex into Chatham County down US 64 or 751. This area is quite a distance from any current or planned fire station and we will not be able to meet our coverage standard without the addition of a new fire station, personnel, and apparatus. Not funding this request will leave this area without equitable public safety coverage.



Public Works & Environmental Services Element Projects

Projects Funded: Projects designed to manage and mitigate the effects of stormwater runoff, manage the collection and disposal of solid waste, and maintain streets. These projects include structural improvements, Stormwater Control Measure (SCM) construction, and the major maintenance of this infrastructure. They also include equipment needed to manage solid waste collection and maintain town streets

Peak Plan 2030 Recommendation: There are no direct recommendations in the plan regarding Public Works and Environmental Services.



Focusing on maintaining and improving the conveyance of stormwater protects property, infrastructure, and the environment. A well-managed yard waste collection program assists in this effort by keeping roadside gutters and drains clear.



The table below shows each of the projects submitted for consideration in this year's CIP process and the estimated cost of the project in each fiscal year in the plan. Section 7 of this document contains detailed information regarding the proposed funding source for each individual project.

Public Works & Environmental Services	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Years	Total Capital Cost
Grapple Truck - Replacement	235,000	-	-	-	-	-	235,000
Fleet Services Field Response Truck - Replacement	-	225,000	-	-	-	-	225,000
Leaf Truck - Addition	-	280,000	-	288,000	-	-	568,000
Leaf Truck - Replacement	-	-	285,000	-	290,000	-	575,000
Right of Way Mowing Tractor - Replacement	-	-	140,000	-	-	-	140,000
Rear Loader - Addition	-	-	-	235,000	-	-	235,000
Tandem Semi Tractor w/ Wet Line	-	-	-	-	180,000	-	180,000
Dump Truck - Replacement	-	-	-	-	-	185,000	185,000
Element Total	\$235,000	\$505,000	\$425,000	\$523,000	\$470,000	\$185,000	\$2,343,000



FY 2023-24

Grapple Truck – Replacement **\$235,000**

There are currently two grapple trucks in the fleet to support the town's yard waste program by providing large limb and tree stump removal service. Only one of the grapple trucks is used on a daily basis with a second truck serving as a backup. This second truck is also used to support the bulk item pickup program; collecting oversized items that cannot be lifted by hand. This project will replace a truck (Unit #210) that will be over 9 years old with over 94,000 miles.

FY 2024-25

Fleet Services Field Response Truck – Replacement **\$225,000**

This project is required as the existing crane is not safe and existing welder and air compressor are broken. This project will replace a pickup truck (Unit #61) in the Town's current fleet that will be 17 years old with over 50,000 miles at the time of replacement.

Leaf Truck – Addition **\$280,000**

The addition of another leaf truck will be necessary to meet the expanding service area resulting from residential growth. An additional employee will be necessary to operate the equipment to continue to provide weekly service. This truck will be placed in service as a motor pool vehicle to support removal of leaves along curb & gutter lines and assist with removal of light debris along catch basins.

FY 2025-26

Leaf Truck – Replacement **\$285,000**

This project will replace a leaf truck (Unit #212) in the Town's current fleet that will be 8 years old with over 75,000 miles at the time of replacement.

Right of Way Mowing Tractor – Replacement **\$140,000**

This project will replace a right of way mower (Unit #556) in the Town's current fleet that will be 24 years old with over 1,672 hours of use at the time of replacement.

FY 2026-27

Leaf Truck – Addition **\$288,000**

The addition of another leaf truck will be necessary to meet the expanding service area resulting from residential growth. An additional employee will be necessary to operate the equipment to continue to provide weekly service. This truck will be placed in service as a motor pool vehicle to support removal of leaves along curb & gutter lines and assist with removal of light debris along catch basins.

Rear Loader Truck – Addition **\$235,000**

This project is recommended for small pile collection currently utilized by manual collection with F-450 dump trucks with no compaction. Additionally, the truck can support desire to utilize chippers less for safety and noise reasons. The Yard Waste refuse truck is needed in order to facilitate potential Yard Waste Cart program for approximately 500 residents along Salem Street, thus keeping debris out of the storm drains and debris off the street along a highly visible corridor in the downtown area.



FY 2027-28

Tandem Semi Tractor – Addition	\$180,000
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The addition of a Class 8 semi-truck trailer will be used to pull heavy equipment trailer and Solid Waste walking floor trailer utilized to transport yard waste debris.

Leaf Truck – Replacement	\$290,000
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This project will replace a leaf truck (Unit #108) in the Town's current fleet that will be 10 years old with over 85,000 miles at the time of replacement.

Horizon

Dump Truck – Replacement	\$185,000
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This project will replace a tandem dump truck (Unit #62) in the town's fleet that will be 20 years old at time of replacement.

General Fund Summary

The table below shows the total of the capital needs in each of the CIP elements supported by the General Fund and the revenue sources proposed to support these needs. The grant and fee revenues are explained in the applicable sections above. Local revenue is indicative of the need for current year revenue supported funding for some projects/purchases in each year. Section 6 of this document contains detailed information regarding the proposed funding source for each individual project.

The level of capital need reflected in this document necessitates the issuance of additional debt to meet these needs. In the table below, new debt service is shown as a total amount proposed in each fiscal year. Installment purchase is used primarily for debt issues that are shorter in term and/or for relatively small projects. Bond debt is issued for longer term, high cost projects. Some bond issues cover multiple projects. For the purpose of the estimates shown, we have used an interest rate of 4 percent for installment and bond debt issues. While bond debt will carry a lower interest rate, we opted to keep this illustration simpler by using a common interest rate.

For items such as fire apparatus purchases, replacement vehicles and minor renovations, we use "pay go" financing to avoid interest costs and use accumulated fund balance for these one-time purchases. For all other issues in the General Fund, we use a twenty-year term for the purpose of this illustration. Increasing the length of the term for these issues would result in a lower annual payment, but a higher over-all interest cost over the life of the borrowing.

General Fund Element Total	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Years	Total Capital Cost
Transportation	5,875,000	10,180,000	34,990,000	17,175,000	10,705,000	59,555,000	138,480,000
Parks, Recreation, & Cultural Resources	2,740,000	300,000	4,720,000	1,680,000	4,875,000	98,681,000	112,996,000
Public Facilities	2,000,000	2,418,500	1,520,500	5,815,000	250,000	27,700,000	39,704,000
Public Safety	1,300,000	1,308,000	1,010,000	1,035,000	400,000	2,704,000	7,757,000
Public Works & Environmental Services	235,000	505,000	425,000	523,000	470,000	185,000	2,343,000
	\$12,150,000	\$14,711,500	\$42,665,500	\$26,228,000	\$16,700,000	188,825,000	\$301,280,000
Revenues	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Years	Total
General Fund / Capital Outlay	5,325,000	9,711,300	11,400,500	13,791,000	12,904,000	24,500,000	77,631,800
General Obligation Bonds	-	-	20,735,000	4,265,000	-	123,000,000	148,000,000
Grants	2,250,000	1,175,200	3,430,000	100,000	100,000	1,900,000	8,955,200
Installment Purchase / Capital Lease	1,375,000	-	3,650,000	4,500,000	-	25,100,000	34,625,000
Designated Capital Funds	1,400,000	1,970,000	1,544,000	1,605,000	1,670,000	12,235,000	20,424,000
Intergovernmental Funds	1,800,000	1,855,000	1,906,000	1,967,000	2,026,000	2,090,000	11,644,000
	\$12,150,000	\$14,711,500	\$42,665,500	\$26,228,000	\$16,700,000	188,825,000	\$301,280,000

After capital assets are acquired or constructed, most will entail ongoing expenses for routine operation, repair, and maintenance. These operations, repair, and maintenance costs are accounted for annually in each year's operating budget.

Transportation Element: New road and parking lot construction will necessitate future maintenance work including pothole repair, crack sealing, road marking repair, and resurfacing. Downtown improvements, such as the downtown alley improvements and Salem Street Streetscape, will involve future costs such as landscaping, electrical work, and repainting. Sidewalk construction in the Safe Routes to School project will involve

regular pavement repair, repainting crosswalk markings, and performing maintenance work on crosswalk signals. Lastly, the GoApex Transit Program will involve future costs including wages for operating personnel and routine vehicle maintenance and repair work.

Parks, Recreation, & Cultural Arts Element: New greenway connections will necessitate future maintenance work including brush clearing, sign and bench replacement, and trail reconstruction. Once constructed and operational, the Environmental Education Center will necessitate ongoing costs such as staff wages, educational materials, and regular cleaning and building maintenance. Parking lot expansions will involve future costs including sweeping and asphalt treatment. New park construction will necessitate regular annual costs such as landscaping, irrigation system maintenance, restroom and public facility cleaning, and wages for park maintenance and programming staff.

Public Safety Element: The replacement fire engines, and new rescue retrieval van will incur regular costs such as the purchase of fuel, wages for operating personnel, and repair and maintenance. Once acquired, the driving simulator will necessitate annual repair and maintenance costs

Public Facilities Element: New public safety and fire stations will incur future costs including staff wages, building cleaning and maintenance, and utility services. After renovations are complete, the Eva Perry Library will incur costs for routine maintenance and repairs of its new roof and HVAC unit. The repurposing of the downtown Depot parking lot will involve regular costs including street sweeping, landscaping, furniture and lighting replacement, and programming. HVAC and chiller upgrades to town administrative buildings will necessitate routine maintenance and repair costs as their useful lives progress.

Public Works & Environmental Element: New and replacement vehicles and equipment such as chipper trucks, leaf trucks, and dump trucks will incur regular maintenance and repair costs over the course of their useful lives.

Section 3: CIP Financial Impact Analysis on General Fund

A key element of the CIP is the financial impact analysis that discusses the effects of capital spending on the town's operation costs, debt capacity, and other important debt ratios. It is important to understand how capital spending affects these indicators because the Local Government Commission (LGC) and bond rating agencies use them to evaluate the town's financial condition and to issue ratings. Apex currently has a bond rating of AAA with Standard & Poor's Corporation and Aaa with Moody's Investors Service. These ratings represent strong financial standing and are the highest possible ratings attainable.

Projections and Estimates

Proper financial planning requires projections and estimates for expenditures, revenues, and other financial indicators. Expenditure and revenue estimates require forecasts for changes in population, assessed property value, and other factors such as changes in the economy. The CIP projections represent a 7.8 percent growth factor for operations expenditures throughout the five-year scope. This growth factor is representative of the town's three-year rolling average for personnel and operating expenditure increases. The town has been the beneficiary of sustained growth in property values with a three-year rolling average of 6.09 percent not including revaluation years. Wake County will perform a revaluation in 2024 that will affect the assessed value and revenue neutral tax rate for Apex. The CIP includes an adjustment in FY24-25 for a potential revenue neutral rate in response to the revaluation. Apart from gains in property tax revenues and sales tax revenues, estimates indicate growth in other revenues, not including grants, fund transfers, or use of fund balance, to be on par with the increases in expenditures. The CIP includes a revenue growth rate of eight percent beyond FY23-24. For projects subject to financing in FY23-24, the debt model includes interest rates of 4.0 percent. For future years, a half percent has been added to the interest rate per year beginning in FY24-25. That rate may vary depending on the size of the project and length of term. Financing recommendations in this CIP include use of general obligation (GO) bonds and installment financing in the General Fund and revenue bonds in enterprise funds.

Debt Ratios

The large costs associated with capital projects may require financing, which results in debt obligation for the town. The LGC and bond rating agencies assess the town's ability to incur and repay debt through various debt capacity ratios and indicators. In the General Fund, the town evaluates net debt as a percentage of total assessed value of taxable property, the aggregate ten-year principal payout ratio, and the ratio of debt service expenditures as a percent of total fund expenditures.

Net debt per assessed valuation is an important indicator because it takes into account the town's largest revenue source and greatest means for repaying debt. This is a measure of debt capacity as well as debt burden. This ratio divides the town's net debt by its total assessed value, where net debt is defined as all tax-supported debt. Town policy states that its net debt per assessed valuation should not exceed 2.5 percent. Apex's expected debt-to-assessed valuation ratio for FY23-24 is .78 percent. The ratio for FY23-24 represents the expected high point within the proposed CIP. Even with upcoming projects that will require additional debt financing, the growth in assessed value will outpace that modest increase in net debt, resulting in a lower ratio. The .78 percent is well below the town's maximum and the legal limit set forth by N.C.G.S. 159-55, which limits net debt to eight percent or less of a local government's total property valuation. Apex's legal debt limit, based on the July 1, 2023 audited valuation is \$952,402,051. The CIP includes a maximum debt obligation of \$108,751,092 in FY26-27.

The 10-year payout ratio measures the amount of principal being retired in the next 10 years. As an indicator, it determines if debt is back-loaded, which can cause concern for long-term financial stability. Apex has a policy that establishes a minimum 10-year payout ratio of 55 percent. The CIP includes issuance of previously authorized bonds as well as new bond debt and installment purchase financing. The new debt brings the payout ratio to 78.39 percent in FY23-24. The lowest ratio of 69.06 in FY26-27 remains above the town's minimum.

Debt service as a percentage of total expenditures measures annual debt service payments of non-self-supporting projects as a portion of the Town's General Fund expenditures. Debt service payments can become a large portion of a town's budget and should be monitored to ensure acceptable levels. Too much debt service may indicate excessive debt and fiscal strain. Bond rating agencies consider a net debt service percentage between 15 and 20 percent to be high. A ratio below 5 percent indicates capacity for significant new debt. The town's policy is to maintain a net debt service ratio of less than 12 percent. For FY23-24, the General Fund debt service ratio is 10 percent, which represents the highest ratio for the proposed CIP. Without significant changes to the CIP, the debt service ratio will remain below 12 percent for the length of the current CIP. Keeping this ratio below 12 percent provides the town with opportunities to finance more projects.

Pay-as-go financing can help keep key debt ratios in acceptable range by eliminating new debt obligations and annual debt service payments. The proposed CIP indicates differences from year to year in pay-as-go financing over the five-year period. This is due to the significant costs associated with some larger projects such as roads or a new fire station. If debt ratios begin to approach unacceptable ranges, delaying projects or using pay-as-go financing should be considered to keep the town in good financial standing and reduce fiscal strain.

Other factors bond rating agencies consider when assessing a town's financial condition may include the community's wealth, tax base, sources of revenues, and the overall economy.

Summary of CIP Impact on General Fund Debt Ratios and Fiscal Indicators

Debt Obligations	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28
GO Bond Debt	\$59,950,000	\$78,235,000	\$74,520,000	\$90,330,000	\$89,670,000	\$84,950,000
Installment Purchase & Lease Debt	\$18,431,931	\$18,026,138	\$16,255,345	\$17,254,511	\$19,081,092	\$16,147,653
Total Net Debt Obligations	\$78,381,931	\$96,261,138	\$90,775,345	\$107,584,511	\$108,751,092	\$101,097,653
Debt Service						
GO Bond Principal	\$3,715,000	\$4,925,000	\$4,925,000	\$4,720,000	\$5,975,000	\$5,980,000
GO Bond Interest	\$1,970,757	\$2,740,607	\$2,549,807	\$2,358,706	\$3,535,457	\$3,269,206
<i>Total GO Bond Debt Service</i>	<i>\$5,685,757</i>	<i>\$7,665,607</i>	<i>\$7,474,807</i>	<i>\$7,078,706</i>	<i>\$9,510,457</i>	<i>\$9,249,206</i>
IP & Lease Principal	\$1,780,793	\$1,770,793	\$2,650,834	\$2,673,419	\$2,933,440	\$2,446,752
IP & Lease Interest	\$331,069	\$297,423	\$346,407	\$281,510	\$671,733	\$618,257
<i>Total IP Debt Service</i>	<i>\$2,111,862</i>	<i>\$2,068,216</i>	<i>\$2,997,241</i>	<i>\$2,954,929</i>	<i>\$3,605,173</i>	<i>\$3,065,009</i>
Total GF Debt Service	\$7,797,619	\$9,733,823	\$10,472,048	\$10,033,635	\$13,115,630	\$12,314,215

General Fund Debt Ratios & Fiscal Indicators	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28
Fund Balance	\$41,074,101	\$36,499,101	\$33,115,203	\$31,182,322	\$26,403,057	\$23,818,725
Fund Balance Percentage	38.29%	35.81%	29.07%	25.44%	19.41%	16.66%
Impact on Capital Designated Funds	\$0	\$1,400,000	\$1,970,000	\$1,544,000	\$1,605,000	\$1,670,000
Impact on Operating Budget	\$0	\$0	\$0	\$0	\$0	\$0
Revenue per Capita	\$1,539.41	\$1,256	\$1,263	\$1,279	\$1,291	\$1,281
% Property Tax Revenue	38.76%	48.83%	53.50%	53.99%	54.33%	53.88%
10-year Principal Payout (>55%)	72.47%	78.39%	84.45%	70.45%	69.06%	73.24%
Net Debt per Assessed Valuation (<2.5%)	0.658%	0.778%	0.638%	0.713%	0.679%	0.595%
Net Debt Service to Expenditures Less Transfers-in (<12%)	8.45%	10.00%	9.19%	8.19%	9.64%	8.61%
PAYGO Percent	0.00%	88.68%	100.00%	42.85%	66.58%	100.00%

Tax Rate Analysis

One method of assessing the CIP impact on the operating budget is to illustrate the effects in terms of the tax rate. The overall CIP model includes future estimates and escalation for revenues and expenditures, including operating impacts identified for each capital project. The table below depicts the potential tax rate needed to generate enough revenue to account for General Fund CIP project costs beyond the town's typical capital and operating expenditures. This calculation is dependent on the town's assessed value and the revenue generated by a penny on the tax rate. Because the intent is to illustrate funding gaps solely in terms of the tax rate, the formula does not consider substantial increases or decreases in revenues from other sources such as sales tax or service fees.

The FY23-24 Recommended Budget includes a tax rate of \$0.44, which includes a \$.03 increase. Wake County will undergo another revaluation in 2024 and the projections for FY24-25 indicate a revenue-neutral tax rate of \$.406. For this analysis, the town's capital expenditures do not include grant-funded projects except for the required local contributions.

If projections are accurate, CIP projects will create a funding gap each year beyond FY23-24 with potential shortfalls ranging from \$1.93 million in FY25-26 to \$4.77 million in FY26-27. These funding gaps represent potential policy decisions for Town Council regarding use of fund balance, setting the tax rate, delaying projects, and consideration of operational cuts. The funding gaps also present opportunities for town staff to identify additional funding sources such as grants or direct fees that can affect Town Council decisions to balance the budget. The funding gap is noticeable for all years primarily due to large downtown, transportation, and parks and recreation capital projects. Notably, several large parks and recreation projects are new to the CIP and have created larger funding gaps than previously identified in prior years' analyses. The CIP includes \$78.92 million in transportation projects over the next five years, including \$6.62 million for downtown projects, and identifies another \$59.55 million in projects on the horizon. Transportation projects include eighteen projects with cost estimates exceeding one million dollars over the next five years. The CIP programs five of these large projects for FY25-26 to correspond with bond sales from the November 2021 bond referendum, which funds \$20.73 million for five of the projects. Overall, the CIP includes debt service for general obligation bonds to cover \$42 million in transportation projects – \$17 million of which was reflected in FY22-23 and \$25 million reflected in FY25-26. The impact model does include a tax rate increase to accompany the proposed general obligation debt. The proposed bond plan includes the final tax rate increase for this bond of \$.016 in FY26-27 to cover the annual debt service. Significant parks and recreation projects include an environmental education center (\$3.95 million), Seymour Athletic Fields/Nature Park parking lot expansion (\$1.2 million), and maintenance and renovations at KidsTowne Playground (\$2.15 million). These parks and recreation projects currently do not have funding identified beyond typical General Fund revenues.

After a decrease in capital expenditures in the FY22-23 Adopted Budget to 9.03 percent, Town Council asked staff to provide a plan to return capital expenditures to the historical average of 12.0 percent of the General Fund budget over the next few years. Capital expenditures represent 10.05 percent of the FY23-24 Recommended General Fund Budget. The five-year tax rate assessment table below includes the recommended rates and indicates the change in tax rate needed to account for the remaining funding gaps. This does not account for any potential increases in other revenues sources or cuts in the operating budget that may offset the gap. The "tax rate" line reflects the recommended plan that would return capital expenditures to around 12.0 percent by FY25-26. The "zero-balance" tax rate line reflects the tax rate adjusted to generate revenue to offset the funding gap for the corresponding year. The table indicates that without changes to the project schedule, operational cuts, or identifying alternate funding sources, the town would need to increase the property tax rate by an average of \$.021 in future years to ensure a balanced budget and maintain sufficient reserves, including \$.016 required in FY25-26 for debt service for the 2021 Transportation Bonds. The average tax rate needed does not include the \$.014 increase over the revenue neutral tax rate presented in the model for FY24-25. Although the recommended tax rates included in model would not generate sufficient funding for all projects included in the CIP, they do present a manageable increase to allow for more capital projects. To create a manageable plan to reach the 12.0 percent goal, staff had to move several costly projects to future years. Moving the projects out on the CIP will allow for further evaluation and discussion by staff and Town Council regarding the feasibility of these projects. These projects include Phase 2 of Jessie Drive (\$12 million), the town-wide traffic signal system (\$6.8 million), SE Peakway (\$18.9 million), Production Drive extension (\$2 million), Beaver Creek Greenway extension (\$13 million), Big Branch Greenway (\$8 million), and Pleasant Park Baseball/Softball Complex (\$12.3 million). Staff will continue to seek alternate funding sources as well as plans to reduce project costs.

5-Year Tax Rate Assessment

Forecasted Expenditures (Including CIP Projects)	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28
Operating Budget	\$83,862,777	\$90,571,799	\$97,817,543	\$105,642,947	\$114,094,382
Capital Outlay	\$8,525,000	\$13,536,300	\$14,850,500	\$17,363,000	\$16,600,000
Debt Service	\$9,733,823	\$10,472,048	\$10,033,635	\$13,115,630	\$12,314,215
Capital Reserve Coverage	-\$1,400,000	-\$1,970,000	-\$1,544,000	-\$1,605,000	-\$1,670,000
Transfers Out	\$1,211,000	\$1,305,458	\$1,407,284	\$1,517,052	\$1,635,382
<i>Total Expenditures</i>	<i>\$101,932,600</i>	<i>\$113,915,605</i>	<i>\$122,564,962</i>	<i>\$136,033,628</i>	<i>\$142,973,979</i>
Total Capital & Debt	\$16,858,823	\$22,038,348	\$23,340,135	\$28,873,630	\$27,244,215
Capital & Debt Expenditures %	16.54%	19.35%	19.04%	21.23%	19.06%
Forecasted Revenues					
Property Tax	\$49,769,400	\$59,136,451	\$65,125,205	\$71,306,936	\$75,646,427
Other Taxes, Fees, Charges	\$47,588,200	\$51,395,256	\$55,506,876	\$59,947,427	\$64,743,221
Available Capital Funds	\$4,575,000	\$0	\$0	\$0	\$0
Transfers In	\$0	\$0	\$0	\$0	\$0
<i>Total Revenues</i>	<i>\$101,932,600</i>	<i>\$110,531,707</i>	<i>\$120,632,081</i>	<i>\$131,254,363</i>	<i>\$140,389,648</i>
Difference	(\$0)	(\$3,383,898)	(\$1,932,880)	(\$4,779,266)	(\$2,584,331)
Projected Fund Balance	\$36,499,101	\$33,115,203	\$31,182,322	\$26,403,057	\$23,818,725
Capital Impact on Fund Balance	(\$0)	(\$3,383,898)	(\$1,932,880)	(\$4,779,266)	(\$2,584,331)
Fund Balance Impact Percentage	35.81%	29.07%	25.44%	19.41%	16.66%
Assessed Property Value	\$12,367,243,902	\$14,222,330,487	\$15,087,851,946	\$16,006,046,024	\$16,980,118,192
\$.01 Property Tax Increase =	\$1,224,357	\$1,408,011	\$1,493,697	\$1,584,599	\$1,681,032
Tax Rate	\$0.440	\$0.420	\$0.436	\$0.450	\$0.450
Change in Tax Rate Needed for Difference	\$0.000	\$0.024	\$0.013	\$0.030	\$0.015
Zero-Balance Tax Rate	\$0.440	\$0.444	\$0.449	\$0.480	\$0.465
Projected Fund Balance with Tax Rate Adjustment	\$36,499,101	\$29,731,305	\$29,249,442	\$21,623,791	\$21,234,394
Projected Fund Balance % with Tax Rate Adjustment	35.81%	26.10%	23.86%	15.90%	14.85%

Proposed Tax Rate Plan for 12% Capital Expenditures					
	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28
Proposed Tax Rate	\$0.440	\$0.420	\$0.436	\$0.450	\$0.450
Estimated Range of % Capital Expenditures*	8.4% – 10.0%	9.2% – 11.2%	10.7% – 12.7%	9.6% – 11.6%	10.0% – 12.0%

*Assumes balanced budget based on estimated revenue projections

Section 4: Electric Utility

The projects funded through the Electric Utility element pull from the Electric Enterprise Fund. This fund pays only for projects related to the electric system and not for projects related to the Water/Sewer Fund or the General Fund.

The types of capital projects that qualify for this fund include construction, maintenance, and improvement of electric distribution infrastructure. These projects include substation additions and upgrades, distribution line extensions, major maintenance of infrastructure, and the equipment necessary to maintain the system.

The icon below signifies the electric utility element, and is located on the top right corner of the pages that are associated with these projects.





Electric Utility Element Projects

Projects Funded: Construction, maintenance, and improvement of electric distribution infrastructure. These projects include substation additions and upgrades, distribution line extensions, major maintenance of infrastructure and equipment necessary to maintain the system.

Peak Plan 2030 Recommendation: Continuing to assess, plan, and fund infrastructure needs through a capital improvement program and manage growth through utility investments.



From our newest substation, Mt. Zion (shown on the left), and throughout our system, we work to improve the reliability of our electric system.



Well-trained and well-equipped technicians are required to maintain a first-rate utility.

The table below shows each of the projects submitted for consideration in this year's CIP process and the estimated cost of the project in each fiscal year in the plan.

Electric Utility Fund	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Years	Total Capital Cost
East Williams Substation	1,800,000	1,800,000	-	3,625,000	-	-	7,225,000
LED Replacement	250,000	250,000	250,000	-	-	-	750,000
Bucket Truck - Replacement	-	250,000	-	-	-	-	250,000
Bucket Truck - Replacement	-	250,000	-	-	-	-	250,000
Green Level Substation	-	200,000	1,550,000	-	-	-	1,750,000
System Fault Indicators - SCADA	-	150,000	-	-	-	-	150,000
Total	\$ 2,050,000	\$ 2,900,000	\$ 1,800,000	\$ 3,625,000	\$ -	\$ -	\$ 10,375,000



FY 2023-24

East Williams Substation	\$7,225,000
	Three-year Total

As Veridea begins to develop along East Williams Street, near the East Williams Substation, we will need to improve our ability to serve this area. This project consists of approved development of 2.2 million square feet of mixed-used commercial development, 500,000 square feet of office development, and 4,000 residential units located on approximately 1,000 acres. To support this scale of development, the Town would need to add two 40 MVA Power Transformers to the East Williams Substation to provide the additional capacity and reduce delivery point charges from Duke Energy. This project contains two phases. The first phase will install one 40 MVA transformer, and Phase II will add the second 40 MVA transformer.

LED Replacement	\$750,000
	Three-year Total

This project will replace the remainder of Town’s decorative fixtures with LED technology. This effort will reduce Town’s energy usage for lighting by two-thirds, thus reducing overall energy purchases from Duke Energy.

FY 2024-25

Bucket Truck – Replacement	\$250,000
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This project will replace one electric line bucket truck (Unit #65). The electric line truck is a specialized vehicle required for the installation of both overhead electrical equipment. At time of replacement, the truck will be over 10 years old.

Bucket Truck – Replacement	\$250,000
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This project will replace one tree bucket truck (Unit #200). The tree bucket truck is a specialized vehicle required for tree management surrounding electrical equipment. At time of replacement, the truck will be over 10 years old.

Green Level Substation	\$1,750,000
	Two-year Total

Green Level Substation represents a strategic priority for the Town. Situated in the NW corner of the Town, the new substation will provide capacity for a growing section of town that is presently served from the Laura Duncan and Mount Zion substations. As growth in the Town increases loading on both of these substations we will require a new source to help alleviate this situation. The location of the proposed Green Level substation will provide that capacity as well as increase reliability by reducing feeder exposure. Phase 1 is to procure the land needed for the substation. This is critical as the proposed area is growing and land is becoming scarce and expensive. Phase 2 construction is to construct bank 1 and relocate existing transformer in Mount Zion. This will allow us to avoid purchasing a second transform till loading at either Mount Zion or Green Level dictate need and provide an immediate reliability improvement by reducing feeder exposure.

System Fault Indicators - SCADA	\$150,000
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This project will replace existing battery-operated fault indicators with SCADA enabled cellular fault indicators allowing for faster response to outages affecting large customer outages.

Electric Fund Summary

The table below shows the total of the capital needs for the Electric Fund element and the revenue sources proposed to support these needs. Local revenue is indicative of the need for current year revenue supported funding for some projects/purchases in each year.

At this time, no issuance of additional debt is projected to be needed to meet the capital needs described above.

Electric Utility Fund	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Years	Total Capital Cost
East Williams Substation	1,800,000	1,800,000	-	3,625,000	-	-	7,225,000
LED Replacement	250,000	250,000	250,000	-	-	-	750,000
Bucket Truck - Replacement	-	250,000	-	-	-	-	250,000
Bucket Truck - Replacement	-	250,000	-	-	-	-	250,000
Green Level Substation	-	200,000	1,550,000	-	-	-	1,750,000
System Fault Indicators - SCADA	-	150,000	-	-	-	-	150,000
Total	\$ 2,050,000	\$ 2,900,000	\$ 1,800,000	\$ 3,625,000	\$ -	\$ -	\$ 10,375,000
Revenues	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Years	Total
Capital Outlay	2,050,000	2,700,000	250,000	3,625,000	-	-	8,625,000
Designated Capital Funds	-	200,000	1,550,000	-	-	-	1,750,000
	\$ 2,050,000	\$ 2,900,000	\$ 1,800,000	\$ 3,625,000	\$ -	\$ -	\$ 10,375,000



Section 5: Water & Sewer Utility

Projects assigned to the Water and Sewer Utility element are funded through the Water and Sewer Enterprise Fund. This fund only pays for projects related to the water and sewer system, and not for projects related to the electric fund, or any General Fund related project.

The types of capital projects that qualify for this fund include the construction and improvement of water and sewer infrastructure. These projects include main additions and replacements, water/wastewater treatment plant renovations/expansions, filter rehabilitation, pump station additions, major maintenance of infrastructure, and the equipment necessary to maintain the system.

The icon below signifies the Water and Sewer Utility element, and is located on the top right corner of the pages that are associated with these projects.





Water & Sewer Utility Element Projects

Projects Funded: Construction and improvement of water and sewer infrastructure. These projects include main additions and replacements, water/wastewater treatment plant renovations/ expansions, filter rehabilitation, pump station additions, major maintenance of this infrastructure, and the equipment necessary to maintain the system.

Peak Plan 2030 Recommendation: Continue to assess, plan, and fund infrastructure needs through a capital improvement program and manage growth through utility investments.

Our water and sewer utilities face increasing demands for maintenance and improvements in order to serve current and future needs. Our wastewater treatment plant treats a portion of the wastewater generated in Apex, with the remainder going to the new regional plant in New Hill.

The table below shows each of the projects submitted for consideration in this year's CIP process and the estimated cost of the project in each fiscal year of the plan.



Water and Sewer Utility Fund	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Years	Total Capital Cost
Advanced Metering Infrastructure	4,100,000	-	-	-	-	-	4,100,000
Big Branch 2 Pump Station & Force Main	40,000,000	-	-	-	-	-	40,000,000
Crane Truck - Addition	165,000	-	-	-	-	-	165,000
Hwy 55 Booster Pump Station Upgrades	450,000	-	-	-	-	-	450,000
Roberts Road Water Line Connection	250,000	-	-	-	-	-	250,000
Skid Steer - Addition	160,000	-	-	-	-	-	160,000
Sunset Hills Pump Station Improvements	4,400,000	-	-	-	-	-	4,400,000
Valve Truck - Addition	230,000	-	-	-	-	-	230,000
Wimberly Road Water Supply Vault	40,000	160,000	-	-	-	-	200,000
WWRWRF - Phase II Expansion	170,000	-	2,900,000	-	-	32,000,000	35,070,000
Green Level Church Water Line Connection	-	115,000	500,000	-	-	-	615,000
Little Beaver Creek Gravity Sewer Extension	-	1,200,000	-	-	-	-	1,200,000
Old Raleigh Road Water Line Replacement	-	850,000	3,250,000	-	-	-	4,100,000
Shearon Harris Road Water Line Connection	-	100,000	400,000	-	-	-	500,000
Shepherd's Vineyard Road Water Line	-	95,000	250,000	-	-	-	345,000
US 64 & New Hill Olive Chapel Water Connection	-	330,000	1,400,000	-	-	-	1,730,000
Abbingtion Gravity Sewer Extension	-	-	280,000	-	-	-	280,000
Crossroads Water Line Connection	-	-	400,000	-	-	-	400,000
Green Level West Water Line Connection	-	-	100,000	300,000	-	-	400,000
HWY 64 Off Ramp Water Line Connection	-	-	100,000	225,000	-	-	325,000
US 64 Utility Relocation	-	-	2,500,000	-	-	-	2,500,000
UV System Replacement	-	-	1,450,000	-	-	-	1,450,000
Castlewood & Orchard Villas Water Line Connection	-	-	-	200,000	1,000,000	-	1,200,000
Richardson Road Water Line Connection	-	-	-	55,000	600,000	-	655,000
Villages of Apex Water Line Connection	-	-	-	45,000	250,000	-	295,000
Zeno Road Water Line Connection	-	-	-	75,000	150,000	-	225,000
Davis Drive & North Salem Street Water Line Connection	-	-	-	-	350,000	2,000,000	2,350,000
SR1010 Utility Relocation	-	-	-	-	3,000,000	-	3,000,000
Elevated Water Storage Tank - 2.0 MG	-	-	-	-	-	6,500,000	6,500,000
Humie Olive Water Connection	-	-	-	-	-	150,000	150,000
NC 55 Utility Relocation	-	-	-	-	-	2,225,000	2,225,000
Cary Projects Sub-Total	333,500	799,250	787,750	690,000	2,771,500	1,380,000	6,762,000
WWRWRF Sub-Total	221,000	-	493,000	2,822,000	-	31,645,500	35,181,500
Total	\$ 50,519,500	\$ 3,649,250	\$ 14,810,750	\$ 4,412,000	\$ 8,121,500	\$ 75,900,500	\$ 157,413,500



FY 2023-24

Advance Metering Infrastructure

\$4,100,000

This project provides an end-to-end solution for wireless smart grid and advanced metering. It will provide the ability to manage and monitor our water/sewer service customers by utilizing high speed, standards-based communications to access real-time data.

Big Branch 2 Pump Station & Force Main

\$35,240,000

This project includes design and construction of Big Branch Pump Station (capacity of 3 million gallons per day) and approximately six miles of dual 20-inch force mains that will discharge at the Western Wake Regional WRF. This infrastructure is needed to serve the Big Branch Basin, which is generally located in the triangle between I-540, US 1, and NC 55.

Crane Truck - Addition

\$165,000

This project replaces Unit 36, which is now 14 years old. Pump stations have become deeper requiring cranes with more line capacity. Additionally, future facilities will require the 8,000-pound rated lifting capacity of a truck like this.

Hwy 55 Booster Pump Station Upgrades

\$450,000

This project will enhance the booster pump station that is effective for transferring in water from Holly Springs into Apex in case of emergency shortages. The current pump station is designed for 1.1 Million Gallons a Day (MGD) of flow but will need to be upsized to handle 4.6 MGD.

Roberts Road Water Line Connection

\$250,000

This project will install approximately 950 linear feet of 12-inch Ductile Iron Pipe. The design is being completed by Water Resources Utility Engineering staff. This water main installation will help connect existing dead-end lines at Roberts Crossing and The Upchurch development projects. This project would reduce the need for Operations to constantly flush these water lines to maintain water quality parameters and provide needed redundancy recently noticed during a water tap for a new development project.

Skid Steer - Addition

\$160,000

With the implementation of the Stormwater Utility fee the demand for repairs has gone up. This piece of equipment with the right attachment will significantly increase stormwater and street maintenance repair capabilities. Attachments needed will require 'High Flow' hydraulics, which this particular model provides.

Sunset Hills Pump Station Improvements

\$4,400,000

This project includes the renovation of the existing Middle Creek - Sunset Hills Pump Station, installing a new deeper wetwell that will allow the pump station to serve the area to the northeast including the future school site. Pumps will be updated to carry the additional area and to meet the new pumping characteristics to the new Middle Creek Regional Pump Station. If this work is not completed, the area to the northeast will have to have its own separate pump station, which is not in the town's best long-term interest.

Valve Truck - Addition

\$230,000

This vehicle is to upgrade and enhance our valve maintenance activity and provide GIS capability and storing of valve performance measures. Truck also provides more crew capacity and maintenance tolls, along with a heavier duty truck for safety of staff. As our valve count has surpassed 10,000 we see a near future need to have assign multiple operations personnel to this task.



Wimberly Road Water Supply Vault

\$200,000

Two-year total

Installation of a 3rd water meter vault to assist in quantification of water supply in conjunction with Town of Cary for our shared Water Plant distribution. The 3rd vault would ensure that Apex can receive enough water to meet our demand and provide redundancy should other transmission lines from Cary become disrupted.

WWRWRF – Phase II Expansion

\$35,070,000

Three-year total

Western Wake Regional Water Reclamation Facility (WWRWRF) will approach 80% capacity in the coming years. As such, NCDEQ requires permitted facilities to begin planning for expansion. The costs identified below are from the Town of Cary and represent Apex 34% share of the plant. Additional capacity may be needed based on the conclusions and recommendations presented by HDR in their Long Range Water Resources Plan Update currently being drafted.

FY 2024-25

Green Level Church Water Line Connection

\$615,000

Two-year Total

This project will install a water line tie in that will help redundancy in this area. Approximately 1,800 linear feet of 8-inch ductile iron pipe running from North from the Ellsworth development parallel to Green Level Church Rd and tying into the newly extended and stubbed line from the Freedom Square development at Green Level West Rd.

Little Beaver Creek Gravity Sewer Extension

\$1,200,000

Due to recent sewer extensions along Little Beaver Creek, the existing pump station located at the Friendship HS/ES site is an excellent candidate to be taken offline. In order to do so, approximately 2,400 linear feet of 12-inch gravity sewer is needed to extend from the Friendship Elementary School site to the existing location of the Little Beaver Creek outfall. Being able to abandon this pump station will reduce the amount of funding needed for maintenance and eventual upgrades as well as reduce the noise and odors that come from the site.

Old Raleigh Road Water Line Replacement

\$4,100,000

Two-year total

The 10-inch water main in Old Raleigh Road was installed in the early 1960s and is now surpassing the designed 50-year life expectancy. Of additional concern are the improvements to Old Raleigh Road that have taken place over the years, subjecting this pipe to increasing vibration and stress from vehicle traffic. Research shows that expansive clay soil, which is found in Apex, contributes to pipe failure, particularly in the smaller diameters like the existing 10-inch line. While we do have redundancy, a pipe failure along this line would require an inordinate number of other valves and loops to be closed.

Shearon Harris Road Water Line Connection

\$500,000

Two-year Total

This project will install a water line that would extend from the stubbed line at the intersection of Reclamation Rd and Shearon Harris Rd north to Old US 1 HWY. Approximately 1,500 linear feet of 8-inch ductile iron pipe would be designed and installed to connect to the existing waterline along Old US-1. This would provide a looped connection and a second water feed to the Western Water Regional Water Reclamation Facility.

Shepherd's Vineyard Road Water Line Connection

\$345,000

Two-year Total

This project will install a connection of the three stubbed water lines on Shepherd's Vineyard Drive with approximately 800 linear feet of 8-inch water main.



US 64 & New Hill Olive Chapel Water Loop

\$1,730,000

Two-year Total

This project includes water line extension along US 64, starting at the Legacy Development and routed west to New Hill Olive Chapel Road, connecting to the existing 12-inch water line from Deer Creek. This project includes approximately 6,500 linear feet of 12-inch waterline. This project is critical to provide a redundant feed to Deer Creek along with looping the waterline to remove the dead end at Deer Creek and dead end along US 64, thereby improving water quality and eliminating the need to flush the system in those areas.

FY 2025-26

Abbingtion Gravity Sewer Extension

\$280,000

Due to constant overtime and emergency maintenance at this station, approximately 2,400 linear feet of gravity sewer is needed to connect the sewer flowing into the Abbingtion Pump Station to the outfall along Reedy Branch. Not funding this project will require continued maintenance of the pump station. Being able to abandon this pump station will reduce the amount of funding needed for maintenance and eventual upgrades as well as reduce the noise and odors that come from the site.

Crossroads Water Line Connection

\$400,000

With five dead end lines in this vicinity, this would be an important area to create a connection so that water quality and redundancy may be improved for the two separate neighborhoods as well as the Crossroads Ford. It will be approximately 2,000 linear feet of 8-inch ductile iron pipe to provide this connection.

Green Level West Water Line Connection

\$400,000

Two-year Total

This project will connect the two subdivisions of The Pointe and Weddington along Green Level West Rd. with approximately 1,100 linear feet of 8-inch ductile iron water line and crossing American Tobacco Trail.

HWY 64 Off Ramp Water Line Connection

\$325,000

Two-year Total

This project will connect the stubbed end of the Villages of Apex subdivision parallel to HWY 64 across the railroad with approximately 1,300 linear feet of 12-inch ductile iron continuing west along HWY 64 to tie into the N Salem St ramp.

US 64 Utility Relocation

\$2,500,000

This project includes extending a 12-inch water line down Laura Duncan Road, under US 64, and tie-in to the existing 12-inch water line that runs parallel with US 64. In addition, utility relocations are needed to accommodate US 64 improvements. Existing town utilities within the corridor include 8-inch, 10-inch, and 12-inch water lines, 14-inch force main and 8-10-inch gravity sewers. If the 12-inch water line is not extended across US 64, the town will have flow issues in this area and continue to have to flush because of the dead-end lines. These lines are flushed routinely to keep up the proper disinfectant levels for water quality purposes.

UV System Replacement

\$1,450,000

The core components of a UV system consist of UV lamps, lamp drivers, and electronic circuit boards. As we all know, new electronic components generally replace older technology every few years. Like mobile phones, tablets, and computers, for example. We often see them become outdated in two or three years. Similarly, though perhaps not as quickly, a UV system's electronic lamp drivers and circuit boards (used for a UV intensity sensor) also have limited useful life expectancies. Not only that, but as components age, they may become more difficult to replace and keep in stock. Not to mention the cost increases associated with hard to get parts. There has been significant innovation in UV technology since our TrojanUV4000 was designed and installed (1998). Newer lamp and driver technologies combined with smart reactor design work together to reduce the amount of energy needed to achieve disinfection compared to older UV systems. So yes, power savings can



alone justify a UV system replacement. But it's not the only one. There have also been advances in cleaning systems, monitoring and controls as well as reductions in maintenance, thanks to reduced lamp counts needed. Can do more for less. The TrojanUVSigna may be selected to replace the TrojanUV4000 in order to take advantage of the high-efficiency low pressure high-output (LPHO) lamp technology, which reduces both electrical consumption and power costs. We will have the ability to operate the existing TrojanUV4000 system while installing the new UV system.

FY 2026-27

Castlewood & Orchard Villas Water Line Connection	\$1,200,000
	Two-year total

This project will provide a connection between Castlewood and the Orchard Villa subdivisions with approximately 1,500 linear feet of 8" ductile iron water line and an additional 180 linear feet of 24-inch encasement pipe for the boring underneath US-64.

Richardson Road Water Line Connection	\$655,000
	Two-year total

This project will provide three stubbed connections at the Richardson Rd and Mt Zion Church Rd intersection above Friendship Station with approximately 1,500 linear feet of 12-inch water line parallel to Richardson Rd south to the Zion intersection and 700 feet of 6-inch water line from Mt Zion south to the Y intersection connection point. A total of 2,200 LF of ductile iron water line to install to help connect this area.

Villages of Apex Water Line Connection	\$295,000
	Two-year total

This project will provide connections crossing Apex Peakway to help connect the Villages of Apex South lots to the Villages of Apex with approximately 1,000 linear feet of 12-inch ductile iron pipe.

Zeno Road Water Line Connection	\$225,000
	Two-year total

This project will provide a water line connection along Zeno Rd from the two stubbed lines with approximately 550 linear feet of 12-inch ductile iron water line.

FY 2027-28

Davis Drive & North Salem Street Water Line Connection	\$2,350,000
	Two-year total

This project will provide a connection of remaining southern piece of the 12-inch Davis Drive water line tying to the last western segment of the 12-inch water on N Salem Street connecting above US64, and then bored underneath and connecting to the 8-inch stubbed water line on the other side of the highway with approximately 4,000 linear feet of 12-inch ductile iron pipe for the water main and additionally 450 linear feet of 24-inch encasement pipe for the crossings.

SR1010 Utility Relocation	\$3,000,000
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This project includes utility relocations to accommodate NC Department of Transportation's widening of Ten Ten Road/Center Street to Kildaire Farm Road. The town has existing water and sewer utilities within the right-of-way, including 12-inch and 16-inch water lines, fire hydrants, valves, water service lines, and 6-inch and 8-inch force mains that will be in conflict with NCDOT's proposed road widening. Utilities in conflict have to be relocated to prevent disruption of utility service to customers within the construction corridor.



Horizon

Elevated Water Storage Tank – 2.0 MG

\$6,500,000

This project includes construction of a 2.0 million-gallon elevated storage tank to meet storage tank to meet storage requirements as demands grow.

Humie Olive Water Connection

\$150,000

This project will add approximately 2,900 linear feet of 12-inch water main along Humie Olive and New Hill Olive Chapel Road to complete a full 12-inch loop in this area. This loop will provide much needed redundancy to the New Hill/Jordan Pointe service area, better water quality and fire protection capabilities to this section of the service area.

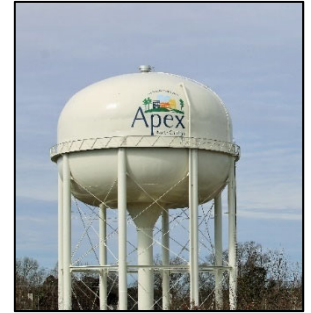
NC 55 Utility Relocation

\$2,250,000

This project includes utility relocations to accommodate NC Department of Transportation's (NCDOT) widening of NC Highway 55. The Town has existing water and sewer utilities within the right-of-way, including 12-inch and 6-inch water lines, fire hydrants, valves, water service lines, 8-inch gravity sewer lines, manholes, and water and sewer service laterals that will be in conflict with NCDOT's proposed road widening. Utilities in conflict have to be relocated to prevent disruption of utility service to customers within the construction corridor. This project also includes an extension of 12-inch line down NC 55 under the railroad trestle to create new loop in distribution system.

Water & Sewer Fund Summary

The table below shows the total of the capital needs for the Water and Sewer Fund element and the revenue sources proposed to support these needs. Local revenue is indicative of the need for current year revenue supported funding for some projects/ purchases in each year.



Water and Sewer Utility Fund	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Years	Total Capital Cost
AMI	4,100,000	-	-	-	-	-	4,100,000
Big Branch 2 Pump Station & Force Main	40,000,000	-	-	-	-	-	40,000,000
Crane Truck - Addition	165,000	-	-	-	-	-	165,000
Hwy 55 Booster Pump Station Upgrades	450,000	-	-	-	-	-	450,000
Roberts Road Water Line Connection	250,000	-	-	-	-	-	250,000
Skid Steer - Addition	160,000	-	-	-	-	-	160,000
Sunset Hills Pump Station Improvements	4,400,000	-	-	-	-	-	4,400,000
Valve Truck - Addition	230,000	-	-	-	-	-	230,000
Wimberly Road Water Supply Vault	40,000	160,000	-	-	-	-	200,000
WWRWRF - Phase II Expansion	170,000	-	2,900,000	-	-	32,000,000	35,070,000
Green Level Church Water Line Connection	-	115,000	500,000	-	-	-	615,000
Little Beaver Creek Gravity Sewer Extension	-	1,200,000	-	-	-	-	1,200,000
Old Raleigh Road Water Line Replacement	-	850,000	3,250,000	-	-	-	4,100,000
Shearon Harris Road Water Line Connection	-	100,000	400,000	-	-	-	500,000
Shepherd's Vineyard Road Water Line	-	95,000	250,000	-	-	-	345,000
US 64 & New Hill Olive Chapel Water Connection	-	330,000	1,400,000	-	-	-	1,730,000
Abbingtion Gravity Sewer Extension	-	-	280,000	-	-	-	280,000
Crossroads Water Line Connection	-	-	400,000	-	-	-	400,000
Green Level West Water Line Connection	-	-	100,000	300,000	-	-	400,000
HWY 64 Off Ramp Water Line Connection	-	-	100,000	225,000	-	-	325,000
US 64 Utility Relocation	-	-	2,500,000	-	-	-	2,500,000
UV System Replacement	-	-	1,450,000	-	-	-	1,450,000
Castlewood & Orchard Villas Water Line Connection	-	-	-	200,000	1,000,000	-	1,200,000
Richardson Road Water Line Connection	-	-	-	55,000	600,000	-	655,000
Villages of Apex Water Line Connection	-	-	-	45,000	250,000	-	295,000
Zeno Road Water Line Connection	-	-	-	75,000	150,000	-	225,000
Davis Drive & North Salem Street Water Line Connection	-	-	-	-	350,000	2,000,000	2,350,000
SR1010 Utility Relocation	-	-	-	-	3,000,000	-	3,000,000
Elevated Water Storage Tank - 2.0 MG	-	-	-	-	-	6,500,000	6,500,000
Humie Olive Water Connection	-	-	-	-	-	150,000	150,000
NC 55 Utility Relocation	-	-	-	-	-	2,225,000	2,225,000
Cary Projects Sub-Total	333,500	799,250	787,750	690,000	2,771,500	1,380,000	6,762,000
WWRWRF Sub-Total	221,000	-	493,000	2,822,000	-	31,645,500	35,181,500
Total	\$ 50,519,500	\$ 3,649,250	\$ 14,810,750	\$ 4,412,000	\$ 8,121,500	\$ 75,900,500	\$ 157,413,500
Revenues	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Years	Total
Capital Outlay	5,209,500	2,8520,000	13,530,000	900,000	5,350,000	4,375,000	32,214,500
Designated Capital Funds	\$20,910,000	799,250	1,280,750	3,512,000	2,771,500	7,880,000	37,153,500
Grants	4,400,000	-	-	-	-	-	4,400,000
Revenue Bonds	\$20,000,000	-	-	-	-	63,645,500	83,645,500
	\$ 50,519,500	\$ 3,649,250	\$ 14,810,750	\$ 4,412,000	\$ 8,121,500	\$ 75,900,500	\$ 157,413,500



Section 6: Stormwater Utility

Projects assigned to the Stormwater Utility element are funded through the Stormwater Enterprise Fund. This fund only pays for projects related to the stormwater system, and not for projects related to the Electric Fund, Water & Sewer Fund, or any General Fund related project.

The types of capital projects that qualify for this fund include the Construction and improvement of stormwater infrastructure. These projects include vehicle additions and replacements necessary to maintain and repair stormwater infrastructure.

The icon below signifies the Stormwater Utility element, and is located on the top right corner of the pages that are associated with these projects.





Stormwater Utility Element Projects

Projects Funded: Construction and improvement of stormwater infrastructure. These projects include vehicle additions and replacements necessary to maintain and repair stormwater infrastructure.

Our stormwater utilities face increasing demands for maintenance and improvements in order to serve current and future needs.



The table below shows each of the projects submitted for consideration in this year's CIP process and the estimated cost of the project in each fiscal year of the plan.

Stormwater Utility Fund	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Years	Total Capital Cost
Skid Steer Loader - Addition	213,000	-	-	-	-	-	213,000
Hook Lift Single Axle Truck - Addition	-	125,000	-	-	-	-	125,000
Crew Cab Truck - Addition	-	-	135,000	-	-	-	135,000
Excavator - Addition	-	-	-	225,000	-	-	225,000
Street Sweeper - Replacement	-	-	-	-	334,000	-	334,000
Total	\$ 213,000	\$ 125,000	\$ 135,000	\$ 225,000	\$ 334,000	\$ -	\$ 1,032,000

**FY 2023-24**

Skid Steer Loader - Addition	\$213,000
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With the implementation of the Stormwater Utility program, this piece of equipment will significantly increase Stormwater maintenance repair capabilities.

FY 2024-25

Hook Lift Single Axle Truck - Addition	\$125,000
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This equipment is needed to provide continued support for snow and ice response within stormwater management and begin transition of snow response vehicles and equipment to hook lift style for better year-round utilization of equipment.

FY 2025-26

Crew Cab Truck - Addition	\$135,000
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This vehicle is required for the implementation of a daily storm water maintenance and inspection team.

FY 2026-27

Excavator - Addition	\$225,000
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With the implementation of the Stormwater Utility fund, this piece of equipment will significantly increase stormwater maintenance repair capabilities.

FY 2027-28

Street Sweeper – Replacement	\$334,000
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This project will replace the Town's only street sweeper (Unit #96) that will be over 22 years old at the time of replacement. Vehicle is needed to reduce debris wash-off for stormwater management.

Stormwater Fund Summary

The table below shows the total of the capital needs for the Stormwater Fund element and the revenue sources proposed to support these needs. Local revenue is indicative of the need for current year revenue supported funding for some projects/ purchases in each year.

At this time, no issuance of additional debt is projected to be needed to meet the capital needs described above.



Stormwater Utility Fund	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Years	Total Capital Cost
Skid Steer Loader - Addition	213,000	-	-	-	-	-	213,000
Hook Lift Single Axle Truck - Addition	-	125,000	-	-	-	-	125,000
Crew Cab Truck - Addition	-	-	135,000	-	-	-	135,000
Excavator - Addition	-	-	-	225,000	-	-	225,000
Street Sweeper - Replacement	-	-	-	-	334,000	-	334,000
Total	\$ 213,000	\$ 125,000	\$ 135,000	\$ 225,000	\$ 334,000	\$ -	\$ 1,032,000
Revenues	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Years	Total
Capital Outlay	213,000	125,000	135,000	225,000	334,000	-	1,032,000
Designated Capital Funds	-	-	-	-	-	-	-
Grants	-	-	-	-	-	-	-
Revenue Bonds	-	-	-	-	-	-	-
	\$ 213,000	\$ 125,000	\$ 135,000	\$ 225,000	\$ 334,000	\$ -	\$ 1,032,000

Section 7: Project Funding Detail

The following pages contain project funding details.

Transportation							
Project Cost	2023-24	2024-25	2025-26	2026-27	2027-28	Future	Total
Annual GoApex Transit Improvements	100,000	200,000	200,000	200,000	200,000	200,000	1,100,000
- Grants	100,000	100,000	100,000	100,000	100,000	-	500,000
- General Fund / Capital Outlay	-	100,000	100,000	100,000	100,000	-	400,000
- To Be Determined	-	-	-	-	-	200,000	200,000
Annual Miscellaneous Road & Sidewalk Improvements	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000
- Intergovernmental Funds	200,000	-	-	-	-	-	200,000
- General Fund / Capital Outlay	-	200,000	200,000	200,000	200,000	-	800,000
- To Be Determined	-	-	-	-	-	200,000	200,000
Annual Pavement Management	2,200,000	2,300,000	2,400,000	2,500,000	2,600,000	2,700,000	14,700,000
- Intergovernmental Funds (Powell Bill Revenues)	1,550,000	830,000	856,000	-	526,000	-	3,762,000
- Designated Capital Funds	650,000	1,470,000	1,544,000	1,605,000	1,670,000	-	6,939,000
- General Fund / Capital Outlay	-	-	-	895,000	404,000	-	1,299,000
- To Be Determined	-	-	-	-	-	2,700,000	2,700,000
Felton Grove High School Improvements Cost Share	825,000	825,000	-	-	-	-	1,650,000
- General Fund / Capital Outlay	825,000	825,000	-	-	-	-	1,650,000
Justice Heights Street Extension	750,000	-	-	-	-	-	750,000
- Designated Capital Funds	750,000	-	-	-	-	-	750,000
Safe Routes to School	1,000,000	2,360,000	2,230,000	2,200,000	905,000	3,510,000	12,205,000
- General Obligation Bonds	-	-	2,230,000	410,000	-	-	2,640,000
- Grants	-	1,075,200	-	-	-	-	1,075,200
- General Fund / Capital Outlay	1,000,000	1,284,800	-	1,790,000	905,000	-	4,979,800
- To Be Determined	-	-	-	-	-	3,510,000	3,510,000
South Salem Street Bicycle Connection	300,000	-	2,100,000	-	-	-	2,400,000
- General Fund / Capital Outlay	300,000	-	2,100,000	-	-	-	2,400,000
Tingen Road Pedestrian Bridge	500,000	-	-	4,050,000	-	-	4,550,000
- Grants	500,000	-	-	-	-	-	500,000
- General Fund / Capital Outlay	-	-	-	4,050,000	-	-	4,050,000
Apex Peakway North Widening	-	495,000	5,075,000	-	-	-	5,570,000
- General Obligation Bonds	-	-	5,000,000	-	-	-	5,000,000
- General Fund / Capital Outlay	-	495,000	75,000	-	-	-	570,000
Center Street Railroad Crossing Improvements & Sidewalk	-	140,000	-	920,000	-	-	1,060,000
- General Obligation Bonds	-	-	-	920,000	-	-	920,000
- General Fund / Capital Outlay	-	140,000	-	-	-	-	140,000
Chatham Street Railroad Crossing Improvements & Sidewalk	-	150,000	-	1,145,000	-	-	1,295,000
- General Obligation Bonds	-	-	-	1,145,000	-	-	1,145,000
- General Fund / Capital Outlay	-	150,000	-	-	-	-	150,000
GoApex Transit Program	-	100,000	690,000	-	-	-	790,000
- Grants	-	-	690,000	-	-	-	690,000
- General Fund / Capital Outlay	-	100,000	-	-	-	-	100,000

Transportation Continued

Project Cost	2023-24	2024-25	2025-26	2026-27	2027-28	Future	Total
GPS Emergency Vehicle Preemption	-	160,000	160,000	160,000	-	-	480,000
- General Fund / Capital Outlay	-	160,000	160,000	160,000	-	-	480,000
Jessie Drive Phase I & Phase II	-	1,000,000	8,500,000	-	1,500,000	12,000,000	23,000,000
- Intergovernmental Funds	-	-	-	-	1,500,000	-	1,500,000
- General Fund / Capital Outlay	-	1,000,000	8,500,000	-	-	-	9,500,000
- To Be Determined	-	-	-	-	-	12,000,000	12,000,000
Jones Street Improvements	-	140,000	-	-	-	-	140,000
- General Fund / Capital Outlay	-	140,000	-	-	-	-	140,000
Ragan Road Sidewalk	-	850,000	-	-	-	-	850,000
- Intergovernmental Funds	-	850,000	-	-	-	-	850,000
Vision Zero - Signal Upgrades	-	300,000	2,000,000	-	-	-	2,300,000
- General Fund / Capital Outlay	-	300,000	2,000,000	-	-	-	2,300,000
Wayfinding Signage Fabrication & Installation	-	760,000	415,000	-	-	260,000	1,435,000
- General Fund / Capital Outlay	-	760,000	415,000	-	-	-	1,175,000
- To Be Determined	-	-	-	-	-	260,000	260,000
West Williams Street Sidewalk	-	200,000	750,000	-	-	-	950,000
- General Fund / Capital Outlay	-	200,000	750,000	-	-	-	950,000
Old US 1 at Friendship Road Improvements Cost Share	-	-	250,000	-	-	-	250,000
- General Fund / Capital Outlay	-	-	250,000	-	-	-	250,000
Pavement Management Backlog	-	-	5,000,000	-	-	-	5,000,000
- Intergovernmental Funds	-	-	750,000	-	-	-	750,000
- General Obligation Bonds	-	-	4,250,000	-	-	-	4,250,000
Pristine Water Drive Connector	-	-	500,000	3,000,000	-	-	3,500,000
- Intergovernmental Funds	-	-	100,000	1,967,000	-	-	2,067,000
- General Fund / Capital Outlay	-	-	400,000	1,033,000	-	-	1,433,000
Salem Street Downtown Streetscape, Gathering Space, & Alleys	-	-	4,520,000	-	2,100,000	-	6,620,000
- Grants	-	-	2,640,000	-	-	-	2,640,000
- General Fund / Capital Outlay	-	-	1,880,000	-	2,100,000	-	3,980,000
Davis Drive at Salem Church Road Realignment	-	-	-	200,000	500,000	7,000,000	7,700,000
- General Fund / Capital Outlay	-	-	-	200,000	500,000	-	700,000
- To Be Determined	-	-	-	-	-	7,000,000	7,000,000
Technology Drive Enhancements Cost Share	-	-	-	2,000,000	-	-	2,000,000
- General Fund / Capital Outlay	-	-	-	2,000,000	-	-	2,000,000
Vision Zero - Bike & Pedestrian	-	-	-	600,000	400,000	2,000,000	3,000,000
- General Fund / Capital Outlay	-	-	-	600,000	400,000	-	1,000,000
- To Be Determined	-	-	-	-	-	2,000,000	2,000,000
Production Drive Extension	-	-	-	-	300,000	2,000,000	2,300,000
- General Fund / Capital Outlay	-	-	-	-	300,000	-	300,000
- To Be Determined	-	-	-	-	-	2,000,000	2,000,000

Transportation Continued							
Project Cost	2023-24	2024-25	2025-26	2026-27	2027-28	Future	Total
US 64 Sidewalk & Enhancement Cost Share (U-5301)	-	-	-	-	2,000,000	-	2,000,000
- General Fund / Capital Outlay	-	-	-	-	2,000,000	-	2,000,000
Apex Peakway Southeast Connector	-	-	-	-	-	18,885,000	18,885,000
- To Be Determined	-	-	-	-	-	18,885,000	18,885,000
NC 55 Sidewalk & Enhancement Cost Share (U-2901)	-	-	-	-	-	2,000,000	2,000,000
- To Be Determined	-	-	-	-	-	2,000,000	2,000,000
Ten Ten Road/Center Street Sidewalk & Enhancement Cost Share (U-5825)	-	-	-	-	-	2,000,000	2,000,000
- To Be Determined	-	-	-	-	-	2,000,000	2,000,000
Town-Wide Traffic Signal System	-	-	-	-	-	6,800,000	6,800,000
- To Be Determined	-	-	-	-	-	6,800,000	6,800,000

Parks, Recreation, & Cultural Resources							
Project Cost	2023-24	2024-25	2025-26	2026-27	2027-28	Future	Total
Annual Miscellaneous Greenway Connections	300,000	300,000	300,000	300,000	300,000	300,000	1,800,000
- General Fund / Capital Outlay	300,000	300,000	300,000	300,000	300,000	300,000	1,800,000
ACP Street Hockey Partnership Project	250,000	-	-	-	-	-	250,000
- General Fund / Capital Outlay	250,000	-	-	-	-	-	250,000
Environmental Education Center	300,000	-	3,650,000	-	-	-	3,950,000
- General Fund / Capital Outlay	300,000	-	-	-	-	-	300,000
- Installment Purchase / Capital Lease	-	-	3,650,000	-	-	-	3,650,000
Track Out Camp Program Buses	240,000	-	-	-	-	-	240,000
- Installment Purchase / Capital Lease	240,000	-	-	-	-	-	240,000
West Street Park Improvements	1,650,000	-	-	-	-	-	1,650,000
- Grants	1,650,000	-	-	-	-	-	1,650,000
KidsTowne Playground Renovation	-	-	150,000	-	2,000,000	-	2,150,000
- General Fund / Capital Outlay	-	-	150,000	-	2,000,000	-	2,150,000
Seymour Athletic Fields/Nature Park Parking Expansion	-	-	120,000	1,080,000	-	-	1,200,000
- General Fund / Capital Outlay	-	-	120,000	1,080,000	-	-	1,200,000
Wimberly Road Park Design	-	-	500,000	-	-	30,250,000	30,750,000
- General Fund / Capital Outlay	-	-	500,000	-	-	-	500,000
- To Be Determined	-	-	-	-	-	30,250,000	30,250,000
Big Branch Greenway	-	-	-	300,000	150,000	8,000,000	8,450,000
- General Fund / Capital Outlay	-	-	-	300,000	150,000	-	450,000
- To Be Determined	-	-	-	-	-	8,000,000	8,000,000
Beaver Creek Greenway Extension	-	-	-	-	1,000,000	13,031,000	14,031,000
- General Fund / Capital Outlay	-	-	-	-	1,000,000	-	1,000,000
- To Be Determined	-	-	-	-	-	13,031,000	13,031,000
Hunter Street Park Renovation	-	-	-	-	675,000	-	675,000
- General Fund / Capital Outlay	-	-	-	-	675,000	-	675,000
Jaycee Park Expansion	-	-	-	-	150,000	1,500,000	1,650,000
- General Fund / Capital Outlay	-	-	-	-	150,000	-	150,000
- To Be Determined	-	-	-	-	-	1,500,000	1,500,000
Olive Farm Park Design	-	-	-	-	300,000	25,000,000	25,300,000
- General Fund / Capital Outlay	-	-	-	-	300,000	-	300,000
- To Be Determined	-	-	-	-	-	25,000,000	25,000,000
Reedy Branch Greenway	-	-	-	-	300,000	3,000,000	3,300,000
- General Fund / Capital Outlay	-	-	-	-	300,000	-	300,000
- To Be Determined	-	-	-	-	-	1,500,000	1,500,000
Apex Community Park Parking Lot Expansion	-	-	-	-	-	700,000	700,000
- To Be Determined	-	-	-	-	-	700,000	700,000
Middle Creek Greenway	-	-	-	-	-	4,600,000	4,600,000
- To Be Determined	-	-	-	-	-	4,600,000	4,600,000
Pleasant Park Baseball & Softball Complex	-	-	-	-	-	12,300,000	12,300,000
- To Be Determined	-	-	-	-	-	12,300,000	12,300,000

Public Safety							
Project Cost	2023-24	2024-25	2025-26	2026-27	2027-28	Future	Total
Engine 32 Replacement	900,000	-	-	-	-	-	900,000
- Installment Purchase / Capital Lease	900,000	-	-	-	-	-	900,000
Fire Radio Replacement	150,000	150,000	150,000	150,000	150,000	150,000	900,000
- General Fund / Capital Outlay	150,000	150,000	150,000	150,000	150,000	150,000	900,000
Self-Contained Breathing Apparatus Replacement	250,000	250,000	250,000	250,000	250,000	710,000	1,960,000
- General Fund / Capital Outlay	250,000	250,000	250,000	250,000	250,000	710,000	1,960,000
Driving Simulator	-	298,000	-	-	-	-	298,000
- General Fund / Capital Outlay	-	298,000	-	-	-	-	298,000
Police Radio Replacement	-	610,000	610,000	635,000	-	-	1,855,000
- General Fund / Capital Outlay	-	610,000	610,000	635,000	-	-	1,855,000
Fire Pumper for Olive Farm Station	-	-	-	-	-	825,000	825,000
- General Fund / Capital Outlay	-	-	-	-	-	825,000	825,000
Fire Pumper for Station 38	-	-	-	-	-	825,000	825,000
- General Fund / Capital Outlay	-	-	-	-	-	825,000	825,000
Rescue Retrieval Van	-	-	-	-	-	194,000	194,000
- General Fund / Capital Outlay	-	-	-	-	-	194,000	194,000

Public Facilities							
Project Cost	2023-24	2024-25	2025-26	2026-27	2027-28	Future	Total
Eva Perry Library Improvements	200,000	-	-	-	-	-	200,000
- General Fund / Capital Outlay	200,000	-	-	-	-	-	200,000
Tunstall House Restoration	1,800,000	-	-	-	-	-	1,800,000
- General Fund / Capital Outlay	1,800,000	-	-	-	-	-	1,800,000
Mechanical (HVAC/Chiller) Upgrades to Town Facilities	-	125,000	-	-	-	-	125,000
- General Fund / Capital Outlay	-	125,000	-	-	-	-	125,000
Public Works Operations Building Renovations	-	870,000	-	-	-	-	870,000
- General Fund / Capital Outlay	-	870,000	-	-	-	-	870,000
Station 1 Rebuild	-	500,000	-	4,750,000	-	-	5,250,000
- General Fund / Capital Outlay	-	-	-	250,000	-	-	250,000
- Designated Capital Funds	-	500,000	-	-	-	-	500,000
- Installment Purchase / Capital Lease	-	-	-	4,500,000	-	-	4,500,000
Town Hall Remodel	-	900,000	900,000	900,000	-	-	2,700,000
- General Fund / Capital Outlay	-	900,000	900,000	900,000	-	-	2,700,000
Vehicle Storage Shed & Brine Building	-	23,500	235,500	-	-	-	259,000
- General Fund / Capital Outlay	-	23,500	235,500	-	-	-	259,000
Town Campus & Public Works Parking Lot Resurfacing	-	-	385,000	165,000	-	-	550,000
- General Fund / Capital Outlay	-	-	385,000	165,000	-	-	550,000
Repurpose Depot Parking Lot	-	-	-	-	250,000	2,000,000	2,250,000
- General Fund / Capital Outlay	-	-	-	-	250,000	2,000,000	2,250,000
Fire Department Administration Building	-	-	-	-	-	3,150,000	3,150,000
- Installment Purchase / Capital Lease	-	-	-	-	-	3,150,000	3,150,000
Fire Station 7 (Olive Farm Area)	-	-	-	-	-	6,800,000	6,800,000
- Installment Purchase / Capital Lease	-	-	-	-	-	6,800,000	6,800,000
Fleet Fluid Pumps/Reclamation	-	-	-	-	-	100,000	100,000
- General Fund / Capital Outlay	-	-	-	-	-	100,000	100,000
Land Purchase for Affordable Housing	-	-	-	-	-	500,000	500,000
- General Fund / Capital Outlay	-	-	-	-	-	500,000	500,000
Police Department Addition/Renovation	-	-	-	-	-	6,600,000	6,600,000
- Installment Purchase / Capital Lease	-	-	-	-	-	6,600,000	6,600,000
Public Safety Station 8	-	-	-	-	-	8,550,000	8,550,000
- Installment Purchase / Capital Lease	-	-	-	-	-	8,550,000	8,550,000

Public Works & Environmental Services							
Project Cost	2023-24	2024-25	2025-26	2026-27	2027-28	Future	Total
Grapple Truck - Replacement	235,000	-	-	-	-	-	235,000
- Installment Purchase / Capital Lease	235,000	-	-	-	-	-	235,000
Fleet Services Field Response Truck - Replacement	-	225,000	-	-	-	-	225,000
- General Fund / Capital Outlay	-	225,000	-	-	-	-	225,000
Leaf Truck - Addition	-	280,000	-	288,000	-	-	568,000
- General Fund / Capital Outlay	-	280,000	-	288,000	-	-	568,000
Leaf Truck - Replacement	-	-	285,000	-	290,000	-	575,000
- General Fund / Capital Outlay	-	-	285,000	-	290,000	-	575,000
Right of Way Mowing Tractor - Replacement	-	-	140,000	-	-	-	140,000
- General Fund / Capital Outlay	-	-	140,000	-	-	-	140,000
Rear Loader - Addition	-	-	-	235,000	-	-	235,000
- General Fund / Capital Outlay	-	-	-	235,000	-	-	235,000
Tandem Semi Tractor w/ Wet Line	-	-	-	-	180,000	-	180,000
- General Fund / Capital Outlay	-	-	-	-	180,000	-	180,000
Dump Truck - Replacement	-	-	-	-	-	185,000	185,000
- General Fund / Capital Outlay	-	-	-	-	-	185,000	185,000

Town of Apex, North Carolina
FY 2023 – 2024 Annual Budget

Capital Project Ordinance Amendment 2023-9

Street Improvements Project Fund

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

Section 1. The revenues anticipated for the projects are:

Federal Grants	\$	500,000
Transfer from General Fund	\$	2,125,000
Transfer from Transportation Reserve	\$	750,000
Total Revenues	\$	3,375,000

Section 2. The expenditures anticipated are:

Salem Street Bicycle Connection	\$	300,000
Justice Heights Extension	\$	750,000
School Improvement Cost Share	\$	825,000
Safe Routes to School	\$	1,000,000
Tingen Pedestrian Bridge	\$	500,000
Total Expenditures	\$	3,375,000

Section 3. Within five (5) days after adoption, copies of this Amendment shall be filed with the Finance Officer and Town Clerk.

Adopted this the 13th day of June, 2023.

Attest:

Jacques K. Gilbert, Mayor

Allen Coleman, Town Clerk

Town of Apex, North Carolina
FY 2023 – 2024 Annual Budget

Capital Project Ordinance Amendment 2023-10

Water/Sewer Capital Project Fund

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

Section 1. The revenues anticipated for the projects are:

Transfer from Water/Sewer Fund	\$ 4,100,000
Transfer from Water Sewer Reserve	\$ 20,910,000
Total Revenues	\$ 25,010,000

Section 2. The expenditures anticipated are:

AMI - Smart Meters	\$ 4,100,000
Hwy 55 Booster Pump Station Upgrades	\$ 450,000
Roberts Road Water Line Connection	\$ 250,000
WWRWRF - Phase II Expansion	\$ 170,000
Wimberly Road Water Supply Vault	\$ 40,000
Big Branch 2 Pump Station	\$ 20,000,000
Total Expenditures	\$ 25,010,000

Section 3. Within five (5) days after adoption, copies of this Amendment shall be filed with the Finance Officer and Town Clerk.

Adopted this the 13th day of June, 2023.

Attest:

Jacques K. Gilbert, Mayor

Allen Coleman, Town Clerk

Town of Apex, North Carolina
FY 2023 – 2024 Annual Budget

Capital Project Ordinance Amendment 2023-11

Electric Capital Project Fund

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

Section 1. The revenues anticipated for the projects are:

Transfer from Electric Fund	\$ 2,050,000
Total Revenues	\$ 2,050,000

Section 2. The expenditures anticipated are:

LED Replacements	\$ 250,000
East Williams Level Substation	\$ 1,800,000
Total Expenditures	\$ 2,050,000

Section 3. Within five (5) days after adoption, copies of this Amendment shall be filed with the Finance Officer and Town Clerk.

Adopted this the 13th day of June, 2023.

Attest:

Jacques K. Gilbert, Mayor

Allen Coleman, Town Clerk

Town of Apex, North Carolina
FY 2023 – 2024 Annual Budget

Capital Project Ordinance Amendment 2023-12

Recreation Capital Project Fund

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

Section 1. The revenues anticipated for the projects are:

Transfer from General Fund	\$	600,000
Total Revenues	\$	600,000

Section 2. The expenditures anticipated are:

Enviromental Education Center	\$	300,000
Annual Miscellaneous Greenway Connections	\$	300,000
Total Expenditures	\$	600,000

Section 3. Within five (5) days after adoption, copies of this Amendment shall be filed with the Finance Officer and Town Clerk.

Adopted this the 13th day of June, 2023.

Attest:

Jacques K. Gilbert, Mayor

Allen Coleman, Town Clerk

Town of Apex, North Carolina
FY 2023 – 2024 Annual Budget

Capital Project Ordinance Amendment 2023-13

General Capital Project Fund

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

Section 1. The revenues anticipated for the projects are:

Wake County Reimbursement Grant	\$ 100,000
Transfer from General Fund	\$ 2,350,000
Total Revenues	\$ 2,450,000

Section 2. The expenditures anticipated are:

GoApex Transit Bus Stops	\$ 200,000
Tunstall House	\$ 1,850,000
Public Safety Radio Project	\$ 150,000
Fire SCBA Project	\$ 250,000
Total Expenditures	\$ 2,450,000

Section 3. Within five (5) days after adoption, copies of this Amendment shall be filed with the Finance Officer and Town Clerk.

Adopted this the 13th day of June, 2023.

Attest:

Jacques K. Gilbert, Mayor

Allen Coleman, Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: June 13, 2023

Item Details

Presenter(s): Laurie Hohe, Town Attorney

Department(s): Legal Services

Requested Motion

Possible motion to go into closed session pursuant to NCGS 143-318.11(a)(3) to preserve attorney-client privilege.

Approval Recommended?

Item Details

Attachments

- N/A



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: June 13, 2023

Item Details

Presenter(s): Audra Killingsworth, Mayor Pro-Tempore

Department(s): Governing Body

Requested Motion

Possible motion to enter into closed session pursuant to NCGS 143-318.11(a)(3) to preserve attorney-client privilege.

Approval Recommended?

Item Details

Attachments

- N/A

