

**ZEBULON
BOARD OF COMMISSIONERS
WORK SESSION
AGENDA
August 15, 2024
6:00 PM**

1. Approval of Agenda
2. Coastal Carolina Railway, LLC North Alley Agreement - Ordinance 2025-08
3. Microtransit Interlocal Agreement
4. Review Officer Appointments - Resolution 2025-01
5. Football Field Use Fees
6. Adjourn

STAFF REPORT
ORDINANCE 2025-08
COASTAL CAROLINA RAILROAD, LLC
NORTH ALLEY AGREEMENT
AUGUST 15, 2024

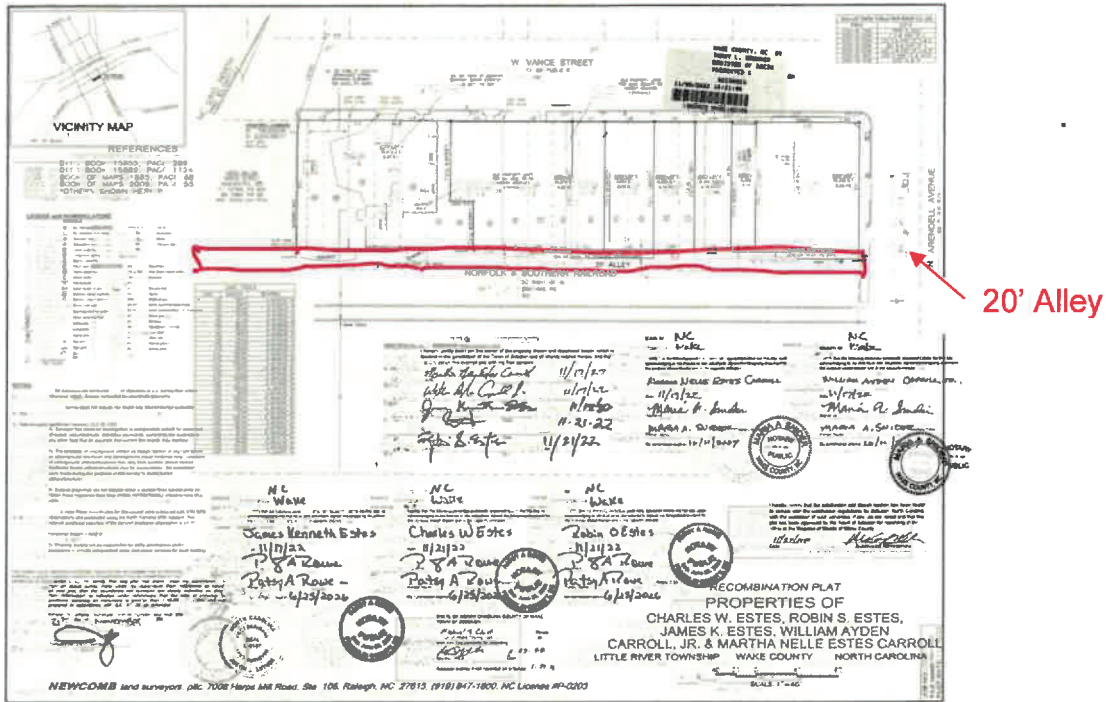
Topic: Ordinance 2025-08 – Coastal Carolina Roadway – Memo of Understanding and Budget Amendment
Speaker: Chris D. Ray, Interim Asst. Town Manager
From: Chris D. Ray, Interim Asst. Town Manager
Shannon Johnson, Economic Development Director
Prepared by: Chris D. Ray, Interim Asst. Town Manager
Approved by: Taiwo Jaiyeoba, Interim. Town Manager

Executive Summary:

A Memo of Understanding with Coastal Carolina Railway, LLC (CCR) for public access and utility installation in adjacent alley.

Background:

Staff have worked with the owners and potential investors in Whitley Galleries, and Coastal Carolina Railway to resolve an ownership issue with the north alley over the past year.



The board adopted a version of the MOU at its February 2024 meeting, since then staff has worked with CLNA on finalizing the agreement. CLNA required one significant change in the previous version, which included them completing the demolition of the rail and the town paying for their services. All other changes were legal ease in nature. Town Attorney Eric Vernon and staff have reviewed and concur the agreement meets the Town's needs.

The attached Memorandum of Understanding outlines the use and maintenance of the alley by the Town of Zebulon, City of Raleigh, and property owners adjacent to the alley. Town responsibilities include:

- 1. Construct a fence delineating the boundary between the alley and railroad right of way.

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2. Install signage describing limited access approval from alley onto right of way.
3. Pay \$10,100 to CLNA to remove old rail lines from alley
4. Town will perform general grading and regular site maintenance

If approved, the MOU will be forwarded to CLNA for execution along with payment for demolition services.

Discussion:

The discussion before the Board is whether to approve the MOU and approve the budget amendment (Ordinance 2025-08).

Policy Guidance:

Community infrastructure, such as utilities, transportation, technology, education, and housing is Economic Development goal #3 of the Comprehensive Land Use Plan.

Fiscal Analysis

The cost to complete the project consistent with the MOU.

	Description	Cost
1	Composite Fence	\$18,675.00
2	60 Tons of CABC	\$ 1,800.00
3	CLNA Demolition	\$10,100.00
4	Contingency @ 10%	\$ 3,500.00
5	Less (Ordinance 2024-31)	(24,000.00)
6	Additional Funds needed	\$10,075.00

Rehabilitated properties are estimated to increase Zebulon property tax revenue \$26/square foot, resulting in approximately an \$18,000 increase in property taxes from renovating the Whitley buildings.

Non-rehabilitated buildings produce both an opportunity cost, from empty buildings not generating sales tax from retail sales, and declining property taxes, from empty buildings continuing to degrade and ultimately collapse.

Staff Recommendation:

Staff recommends approving the MOU with Coastal Carolina Railway, LLC., and appropriation of funding to complete the necessary work through Budget Amendments.

Attachments:

1. MOU Agreement.
2. Ordinance 2025-08

WAKE COUNTY

NORTH CAROLINA

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (“MOU”) is entered into this _____ day of _____, 2024, by and between the **TOWN OF ZEBULON**, a North Carolina municipal corporation (the “Town”), and **CAROLINA COASTAL RAILWAY, LLC**, a Virginia limited liability company (the “CLNA”), either of them referred to as a “Party” or collectively as the “Parties.”

WITNESSETH:

WHEREAS, the Town asserts that it owns and maintains a 20’-wide public right-of-way parallel to W. Vance Street and in the vicinity of S. Arendell Avenue, within the Town’s corporate limits, as depicted as “20’ Alley” on that map attached hereto as Exhibit A and also depicted on Railroad Valuation Map V.10/7, the relevant section of which is attached hereto as Exhibit B (the “Alley”); and

WHEREAS, CLNA leases and operates that certain variable width right of way containing multiples sets of railroad tracks (the “Main Line”) owned by Norfolk Southern Railway Company (“NS”) adjacent to and immediately south of the Alley and has the authority, pursuant to a separate agreement with NS, to, among other things, administer the use and operation of the Main Line within the Town’s corporate limits as depicted in part on Exhibit A and Exhibit B; and

WHEREAS, the Alley is adjoined to the north by privately-owned, commercial properties from which various business have from time to time operated such properties

and improvements depicted in more detail on Exhibit A (such properties and improvements, collectively, the “Commercial Buildings”); and

WHEREAS, the Alley has from time to time been utilized by (i) the owners of the Commercial Buildings for the operation of their businesses and for ingress and egress therefrom and (ii) the Town to provide public access to and from the Commercial Buildings and to collocate municipal utility and stormwater lines and facilities; and

WHEREAS, some, but not all, of the Commercial Buildings encroach upon the Alley, as depicted on Exhibit A; and

WHEREAS, a railroad spur track lies within the Alley which, from inspection by Town staff, appears to have historically served the Commercial Buildings and allow access to the Main Line for business operated therefrom (the “Spur”); the Spur is currently in disrepair and of no practical value to the Town, its citizens, various owners of the Commercial Buildings or CLNA as an industrial track; and

WHEREAS, the Town desires to have the Spur removed at its sole cost and expense with work performed by CLNA in accordance with a cost estimate dated 10/25/23 and facilitate the extension and improvement of various municipal utility and stormwater services for public and private properties within the claimed Alley;

WHEREAS, the Town and CLNA desire to clarify the rights and obligations of each party with respect to the Spur, the conditions for removal thereof, and the installation and maintenance of municipal utility infrastructure in the Alley; and

WHEREAS, the Parties desire to enter into this MOU to set forth the terms and conditions between the Parties as to the foregoing.

NOW THEREFORE, in consideration of the mutual covenants and premises set forth herein, the Parties agree as follows:

1. Incorporation. The foregoing recitals are hereby incorporated by this reference and made a part hereof.

2. Spur Removal. CLNA shall remove the Spur at the sole cost and expense of the Town ; subject, however, to the following conditions:

- a. All work shall be performed in accordance with the scope of work described in the cost estimate from CLNA to the Town dated October 25, 2023, a copy of which is attached hereto as Exhibit C (the “Terms and Conditions Letter”) substantially complete within thirty (45) days of receipt of \$10,100.00 from the Town as payment for the spur removal; provided that such payment is received within (320) Three hundred and twenty days of the date of the cost estimate.
- b. The Town shall fill, compact, and grade, as reasonably necessary, the land within in the 20' Alley affected by such removal activities to restore such areas so that they may be utilized in a manner consistent with Section 4 herein below;
- c. Within ninety (90) days of removal of the Spur, and subject to weather conditions, the availability of labor and materials, the Town shall install a commercial grade split-rail fence substantially in the style and dimensions depicted on Exhibit D attached hereto and incorporated herein by reference (the “Boundary Fence”); such Boundary Fence to be located along the

boundary of the Alley and the Norfolk Southern property line as shown on Exhibit A;

- d. The Boundary Fence may, in the Town's discretion, include access gates for parallel crossing to existing stormwater drainage and sanitary sewer line infrastructure (the "Existing Utilities") but in no way shall use of the access gates occur without the consent and approval of CLNA which shall not be unreasonably withheld and which shall be given or rejected within two (2) business days of CLNA's receipt of Town's request therefore (which may be accomplished via e-mail). Notwithstanding the foregoing, no such prior written notice or consent shall be necessary in the event of an emergency or exigent circumstances requiring the immediate access to the Existing Utilities and such use shall be reported to CLNA immediately. For the avoidance of doubt, use of the access gates are solely to provide access for maintenance of existing storm and sewer line and no other use; including, but not limited to, ingress and egress to or from the Main Line property to the Alley by the owners and/or operators of the Commercial Businesses, or their guests or invitees, or contractors or inspectors of any nature for any reason;
- e. Except as provided herein, the Boundary Fence shall be maintained and replaced at no cost to CLNA, it being agreed by the Parties that the Boundary Fence may be removed by the Town temporarily, from time to time, to facilitate maintenance to the Boundary Fence and/or the Existing Utilities; provided, however, that any maintenance activities under this Section 2 that are estimate to last more than five (5) consecutive calendar days shall

require the prior written consent of CLNA, such consent not to be unreasonably withheld, conditioned or delayed; and temporary removal of Boundary Fence is not consent to access the Alley via Mainline property by the same parties limited in 2d. and;

- f. In no event shall the installation of the Additional Infrastructure or Alley Improvements commence prior to the removal of the Spur and the installation of the Boundary Fence.

3. Public Utility Infrastructure. Town and CLNA agree the location of public utilities and infrastructure within the Alley are necessary to adequately preserve and protect the public rights of way and privately-owned improvements within the Town, to wit:

- a. Existing Utilities. The Parties acknowledge that the Town has installed the Existing Utilities within the Alley and the Main Line as generally depicted on Exhibit E attached hereto and incorporated herein by reference. The Town and the City of Raleigh (“COR”), pursuant to a separate agreement with the Town relating to the maintenance thereof, retain all rights and obligations for the maintenance, repair and replacement of the Existing Utilities. Any utility work occurring on Railroad property herein referred to as Mainline, no matter the origination point, will be subject to CLNA current customary standards, requirements practices and fees.
- b. Planned Sanitary Sewer Facilities. CLNA consents to and shall not obstruct the installation, maintenance, and repair of a proposed public 8” sanitary sewer line and associated lateral service facilities to the existing Commercial

Buildings by third party contractors as designed and permitted by Green Engineering with COR, as shown in those plans attached hereto as Exhibit F (the "New Sewer Line") all within the Alley. As a condition to such consent, all construction activities relating to the New Sewer Line shall be at no cost to CLNA and shall be staged and executed wholly within the Alley. The Town shall insure all contractors performing such work are licensed in the State of North Carolina and bonded for this type of work.

The Town further acknowledges and agrees that work performed relating to the Utility Facilities and contracted by or through the Town shall conform to all applicable laws, codes and ordinances and shall not materially disturb the use and operation of the Main Line, and, after the date hereof, no facilities shall be installed within, under or over the Main Line unless negotiated by separate agreement.

4. Alley Use & Maintenance. CLNA consents to the use of the Alley (but not over Railroad property) by the general public for ingress and egress to and from the Commercial Buildings, and otherwise by the Town, the COR and their employees, agents and contractors as permitted pursuant to the terms of this MOU, but only to the extent consistent with this MOU. The Alley may also be used by the owners of the Commercial Buildings, their employees, agents, contractors and invitees, for loading and unloading, maintenance to the Commercial Buildings, but not for extended, overnight or other long-term parking. The Town agrees to install, at no cost to CLNA, standard signage indicating the foregoing use limitations of the Alley. Additionally, the Town may, at its sole cost and expense, improve (including, but not limited to, laying substrate, gravel and asphalt) the Alley, and shall maintain the same in a manner consistent with its policies and procedures

implemented and modified from time to time as long as the improvements do not cause additional flow of water onto Railroad Property.

5. Commercial Building Encroachments. CLNA and the Town acknowledge and consent to the existing encroachments by the Commercial Buildings within the Alley (collectively, the “Existing Encroachments”), such Existing Encroachments include with specificity the building shells and attendant HVAC equipment, LP tanks, dumpsters, loading docks and other mechanical equipment all as shown on Exhibit A and Exhibit G attached hereto. The Town agrees to restrict any further encroachment into the Alley only to mechanical systems, trade fixtures and/or dumpsters and dumpster corrals necessary for the operation of a business operating out of any one of the Commercial Buildings. For the avoidance of doubt, the Town shall not consent to, and shall promptly enforce the removal of, any expansion or replacement of a loading dock, façade or structural component of any Commercial Building within the Alley. Acknowledgement of the Existing Encroachments does not change the 20 foot Alley where encroachments exist

6. Fees. CLNA acknowledges and agrees that the Town’s exercise of its rights within the Alley as provided in Sections 2 through 5, inclusive, herein above shall not be subject to any fee of any kind or nature levied or charged by CLNA, , their respective successor or assigns, or any other entity or person claiming by or through CLNA unless exercising those rights cause additional water flow, damage or other harm to Mainline Property. Notwithstanding the foregoing, the Town acknowledges that the exercise of such rights shall be at no cost or expenses to CLNA, except as may be agreed in writing by the Parties.

7. Amendments. The Town or CLNA may amend this MOU at any time, provided that such amendments make specific reference to this MOU, are duly authorized by the Town and CLNA, executed in writing, and signed by duly authorized representatives of the Town and the CLNA.

8. Notices. Notice under this MOU may be given by delivering it in person or by depositing it in the U.S. mail or with a nationally recognized overnight carrier addressed to:

AS TO TOWN:

Town of Zebulon
Zebulon Public Works
450 E. Horton Street
Zebulon, NC 27597
Attn: Chris D. Ray

AS TO CLNA:

Carolina Coastal Railway LLC
1700 Black Creek Road Wilson, NC
27893
Attn: GM

with a copy to:

Town of Zebulon
1003 N. Arendell Avenue
Zebulon, NC 27597
Attn: Taiwo Jaiyeoba, Interim Town
Manager
and Teresa Piner, Main Street Coor.

The Parties agree that in the event any such notice is provided for the purpose of obtaining consent hereto, so long as a requesting Party complies with the notice requirements provided herein, and the responding Party fails to reply to such request within fifteen (15) days of receipt of such request for consent, then such consent is deemed given.

9. Recording. The Parties agree not to record this MOU; provided, however, At the request of either Party, the Parties shall promptly execute and record, at the cost of the requesting Party, a short form memorandum describing the real property affected hereby, stating generally that the agreements set forth in this MOU exist and are enforceable, and putting third parties on notice of the conditions hereof.

10. Entire Agreement. This MOU contains the entire understanding of the Parties with respect to the subject matter hereof, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

11. MOU Interpreted Under Laws of North Carolina. This MOU shall be construed under the laws of the State of North Carolina.

12. Severability. If any provision of this MOU is held invalid, the remainder of the MOU shall not be affected thereby and all other parts of this MOU shall nevertheless be in full force and effect.

[Remainder of Page Intentionally Blank. Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, this day and year first above written.

Town of Zebulon

CLNA

Glenn L. York, Mayor

[Signatory]

ATTEST:

Lisa M. Markland, CMC, Town Clerk
(Municipal Seal)

Approved as to form:

Eric A. Vernon, Town Attorney

EXHIBIT A

THE ALLEY

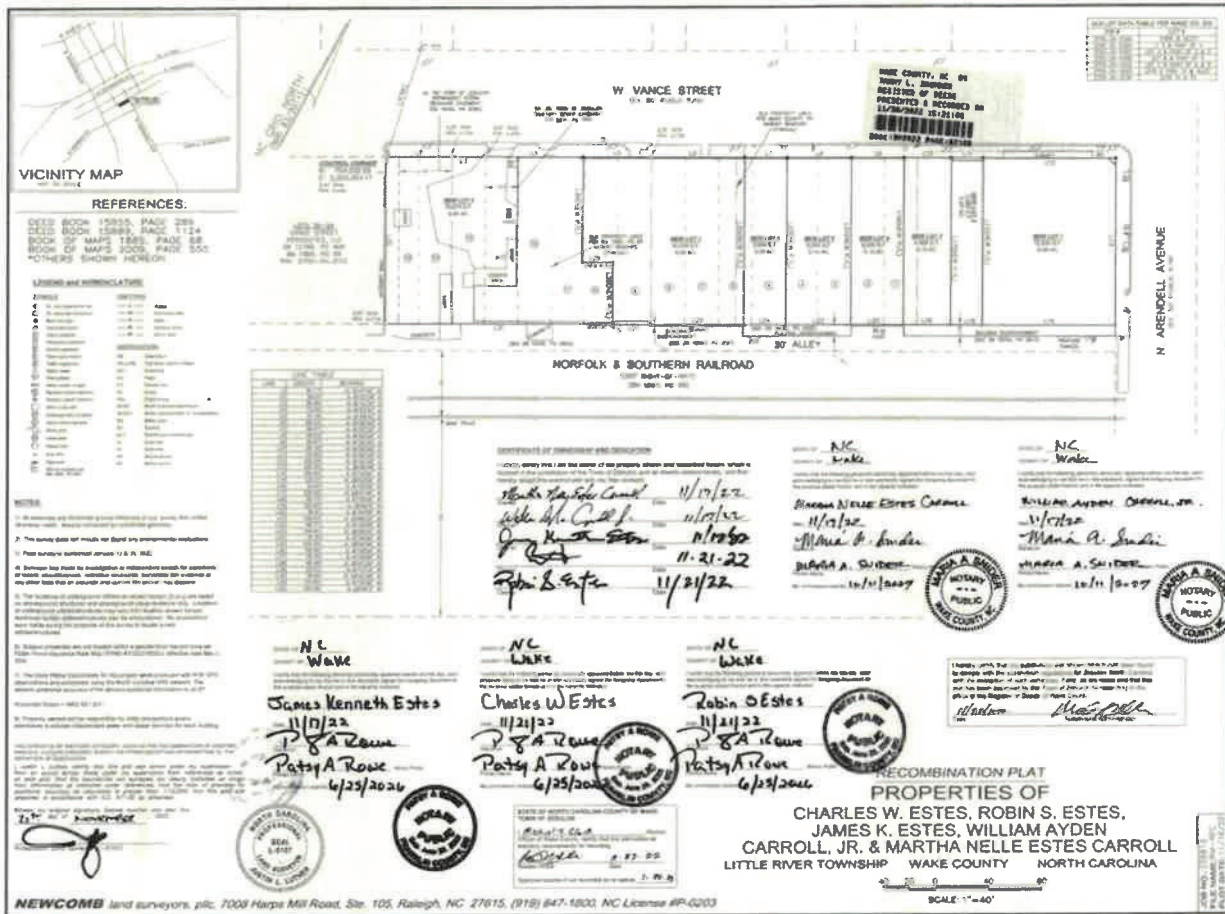


EXHIBIT B

RAILROAD VALUATION MAP EXCERPT

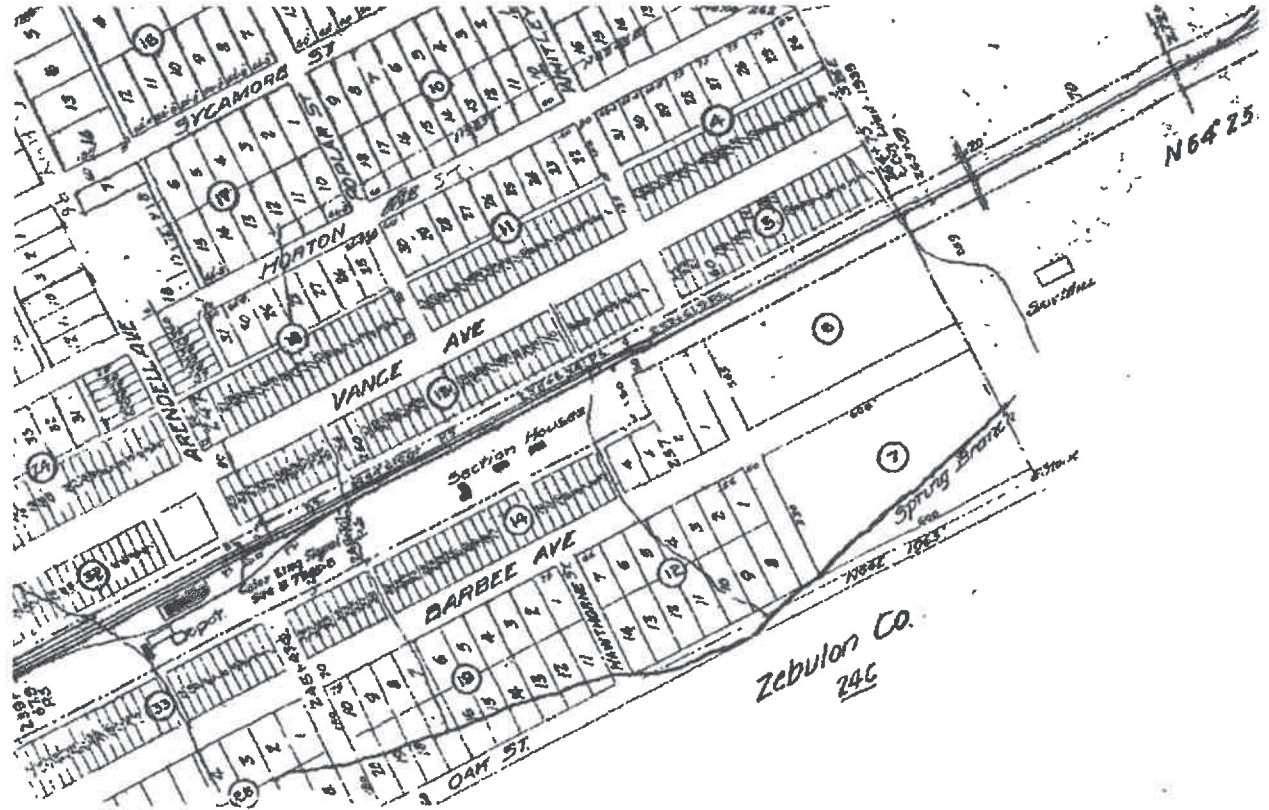


EXHIBIT C
TERMS AND CONDITIONS LETTER

[see attached]



Carolina Coastal Railway, LLC
1700 Black Creek Rd
PO Box 8158
Wilson, NC 27893
252-237-8259
www.regional-rail.com

October 25, 2023

Town of Zebulon
Michael J. Clark
1003 North Arendell Avenue
Zebulon, NC 27597
RE: Certain removal of

Mr. Clark

RE: Unclaimed Rail Spur in the vicinity of 101 -213 W Vance St. Zebulon NC

Carolina Coastal Railway LLC (CLNA) has Norfolk Southern Corporations support in honoring The Town of Zebulon continued request to remove portions of an unused rail spur at the site listed above upon the following terms and conditions:

CLNA will see to the removal of spur track and OTM allowing space for planned water and sewer service within The Town of Zebulon 20' original alleyway claim at the sole cost and expense of the Town of Zebulon.

- Contract labor with truck \$3,200/day estimated to be two days' work.
- Disposal fee \$2,200
- Administrative \$1,500
- Total due in advance to schedule work \$10,100

In addition, The Town of Zebulon, at their sole cost and expense shall erect a 6' tall fence of suitable structure along the length of the claimed original alleyway property line, behind 101-135 Vance St. and along Arendell Ave. Fence to be erected within 90 days of spur removal. It has been noted that several buildings within this span have been allowed to encroach into the original claimed alleyway now blocking legal access. Removal of the spur does not constitute a grant of use of adjoining railroad property for any use by any entity public or private nor does removal of all, or a portion of, the aforementioned spur track shall not be deemed to have any effect on the title or interest of any party.

Sincerely,

A handwritten signature in blue ink that reads "Karen Kuivinen".

Karen Kuivinen
Manager Real Estate Contracts
Regional Railroads

Cc Alan Bridgers GM CLNA

Imaps Image below as reference to property lines



EXHIBIT D
BOUNDARY FENCE

Black Composite, 3-rail Fence similar in design and construction as depicted below:



Town may also install a Black Steel, Multi-Rail 12-16 gate at utility crossings, similar in design and construction as depicted below:



The fence and gate are intended to run approximately 445 linear feet beginning at a point behind 101 West Vance Street through 213 West Vance Street

EXHIBIT E
EXISTING UTILITIES



- Green is existing sewer
- Red is proposed fence
- Blue is existing stormwater

EXHIBIT F
NEW SEWER LINE
[see attached]

SANITARY SEWER EXTENSION

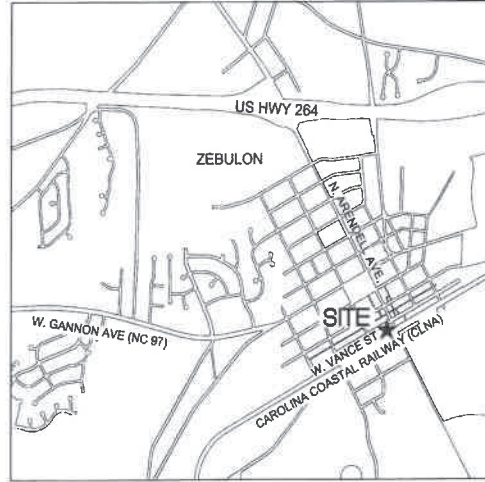
WHITLEY GALLERY

101 W. VANCE ST.
ZEBULON, NC 27597

DEVELOPER/PROPERTY OWNERS:

CHARLES W. ESTES, ROBIN S. ESTES, JAMESK. ESTES, WILLIAM AYDEN CARROLL, JR. AND MARTHA NELLE ESTES CARROLL

LITTLE RIVER TOWNSHIP
WAKE COUNTY, NC



LOCATION MAP

SHEET INDEX

SHT	SHEET TITLE
1.	COVER SHEET
2.	EXISTING CONDITIONS
3.	SANITARY SEWER EXTENSION (PLAN AND PROFILE)
4.	DETAILS



GREEN ENGINEERING
WATER, WASTEWATER, SURVEYING, PLANNING, PROJECT MANAGEMENT
NC FIRM LICENSE: P-0115
303 GOLDSBORO ST. E. P.O. BOX 808 WILSON, N.C. 27803
TEL. (252) 237-3385 FAX (252) 245-7469 OFFICE @ GREENENG.COM



Public
Sanitary Sewer Extension System

This City of Raleigh reserves the permission and authority of 153-154 to publish these plans as shown on this page. The engineer and designer shall maintain control of the original and copies to be used for the construction of the project and shall be responsible for the accuracy of the plans and specifications of the City of Raleigh.

City of Raleigh
Public Utilities Department Parcel # 20010
Advertisement Number _____
Date _____

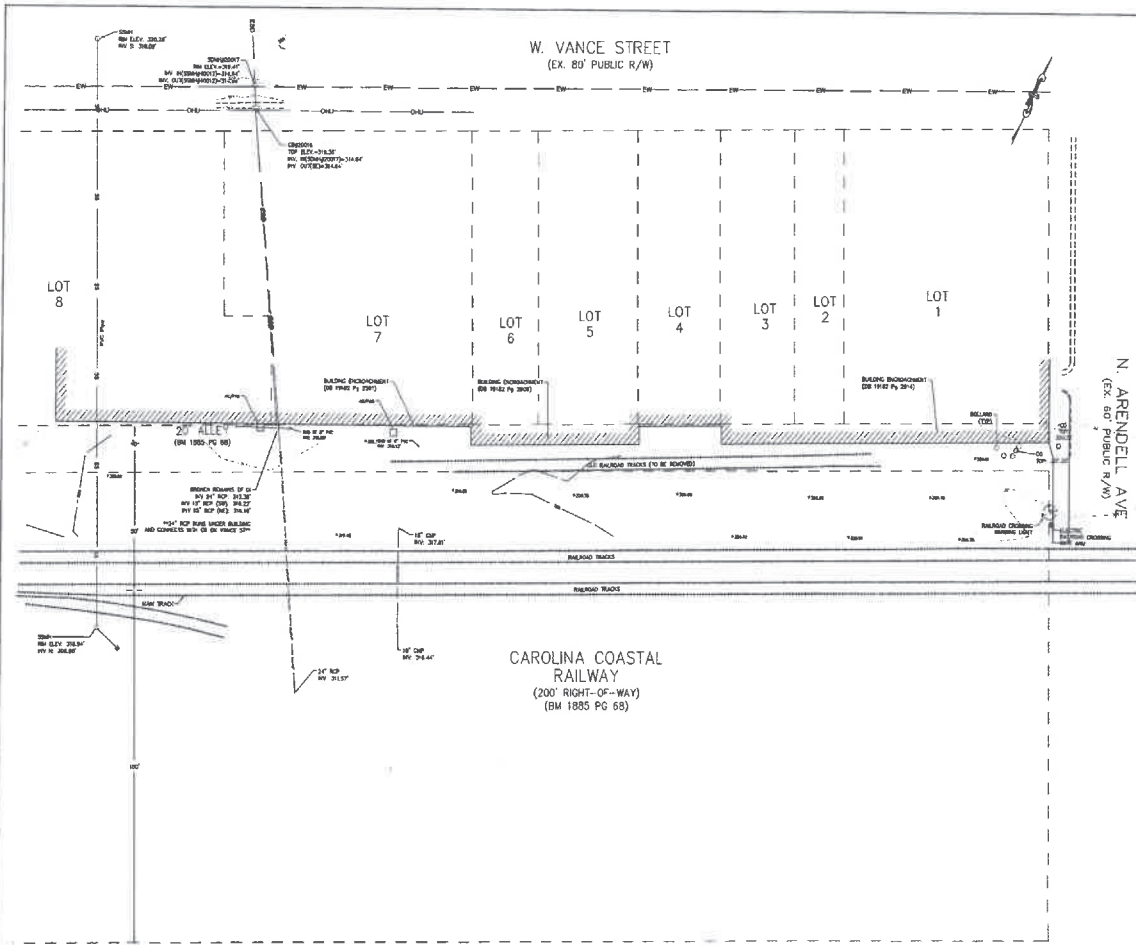
GENERAL CONDITIONS

The Engineer's drawings are made to be a complete set of work. No other notes or specifications are necessary for carrying out the work. The contractor shall be responsible for carrying out the work in accordance with the specifications and standards of the City of Raleigh. The contractor shall be responsible for obtaining all necessary permits and approvals from the City of Raleigh and the State of North Carolina. The contractor shall be responsible for obtaining all necessary permits and approvals from the City of Raleigh and the State of North Carolina. The contractor shall be responsible for obtaining all necessary permits and approvals from the City of Raleigh and the State of North Carolina.

CONTRACTOR'S SIGNATURE _____
DATE _____

REVISIONS: CORPUS COMMENTS 4/19/23

SANITARY SEWER EXTENSION
WHITLEY GALLERY
101 W. VANCE ST.



STANDARD CITY NOTES

1. All materials and construction methods shall be in accordance with the specifications of the State of North Carolina, and shall be subject to the approval of the Engineer. (Refer to the Specifications for details.)

2. All work shall be done in accordance with the specifications of the State of North Carolina, and shall be subject to the approval of the Engineer. (Refer to the Specifications for details.)

3. The Contractor shall be responsible for obtaining all necessary permits and licenses from the appropriate authorities. (Refer to the Specifications for details.)

4. The Contractor shall be responsible for obtaining all necessary easements and rights-of-way from the appropriate authorities. (Refer to the Specifications for details.)

5. The Contractor shall be responsible for obtaining all necessary approvals from the appropriate authorities. (Refer to the Specifications for details.)

6. The Contractor shall be responsible for obtaining all necessary approvals from the appropriate authorities. (Refer to the Specifications for details.)

7. The Contractor shall be responsible for obtaining all necessary approvals from the appropriate authorities. (Refer to the Specifications for details.)

8. The Contractor shall be responsible for obtaining all necessary approvals from the appropriate authorities. (Refer to the Specifications for details.)

9. The Contractor shall be responsible for obtaining all necessary approvals from the appropriate authorities. (Refer to the Specifications for details.)

10. The Contractor shall be responsible for obtaining all necessary approvals from the appropriate authorities. (Refer to the Specifications for details.)



GREEN ENGINEERING
 WATER, WASTEWATER, SURVEYING, PLANNING, PROJECT MANAGEMENT
 NORTH CAROLINA FIRM LICENSE: P-2115
 303 COLBORO STREET EAST, P.O. BOX 800 WILSON, N.C. 27605
 TEL (252) 237-4366 FAX (252) 243-7488 OPT@GREENENG.COM

WHITLEY GALLERY TOPO
 TOWN OF ZEBULON WAKE COUNTY, NORTH CAROLINA

EXISTING CONDITIONS

CITY OF ZEBULON	REVISION	DATE	BY	DATE
Approved for Construction	COMPL. COMMENTS	1/19/20	JLH	

PROJECT	DATE	BY	DATE
021848.0006-3876152v5	1/19/20	JLH	

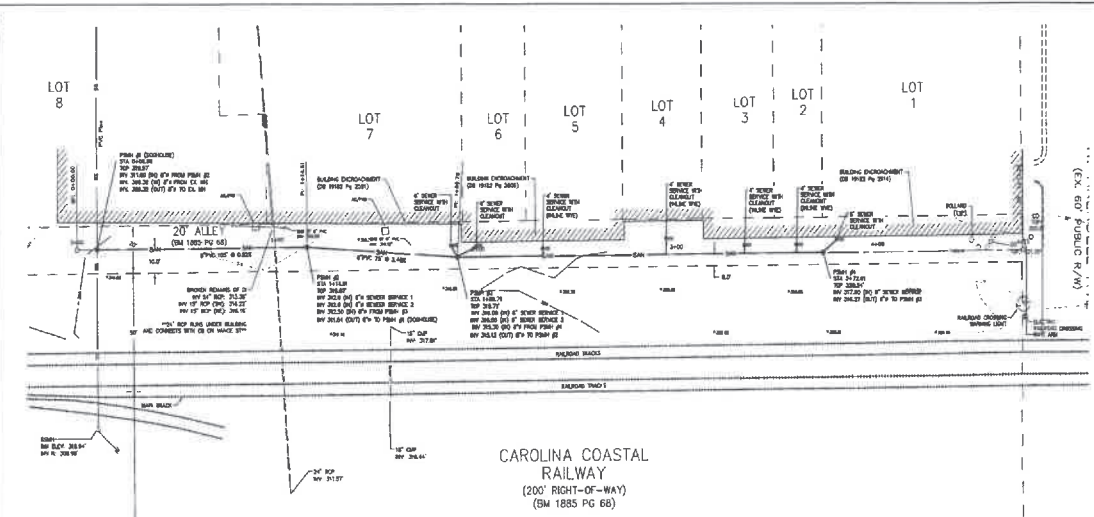
CONSTRUCTION SPECIFICATIONS

All materials & construction methods shall be in accordance with that of a higher authority. The contractor shall be responsible for obtaining the necessary permits, fees and other requirements of the relevant agencies.

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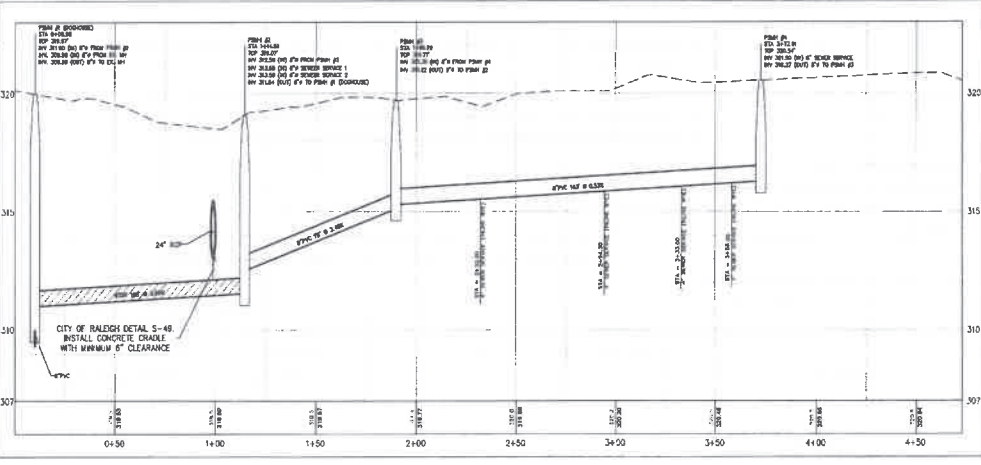
The contractor shall be responsible for obtaining all necessary permits, fees and other requirements of the relevant agencies. The contractor shall be responsible for obtaining all necessary permits, fees and other requirements of the relevant agencies.



CAROLINA COASTAL
RAILWAY
(200' RIGHT-OF-WAY)
(SM 1885 PG 66)

LEGEND

- PROPOSED 18" PVC
- PROPOSED 24" PVC
- PROPOSED 30" PVC
- PROPOSED 36" PVC
- PROPOSED 42" PVC
- PROPOSED 48" PVC
- PROPOSED 54" PVC
- PROPOSED 60" PVC
- PROPOSED 66" PVC
- PROPOSED 72" PVC
- PROPOSED 78" PVC
- PROPOSED 84" PVC
- PROPOSED 90" PVC
- PROPOSED 96" PVC
- PROPOSED 102" PVC
- PROPOSED 108" PVC
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- PROPOSED 696" PVC
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- PROPOSED 714" PVC
- PROPOSED 720" PVC
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- PROPOSED 738" PVC
- PROPOSED 744" PVC
- PROPOSED 750" PVC
- PROPOSED 756" PVC
- PROPOSED 762" PVC
- PROPOSED 768" PVC
- PROPOSED 774" PVC
- PROPOSED 780" PVC
- PROPOSED 786" PVC
- PROPOSED 792" PVC
- PROPOSED 798" PVC
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Public

Sewer Collection System Extension

The City of Raleigh is responsible for the construction, installation, and maintenance of the sewer collection system. The contractor shall be responsible for the construction and installation of the sewer collection system. The contractor shall be responsible for the construction and installation of the sewer collection system.

City of Raleigh
Public Works Department

Date: _____

Approved: _____

Signature: _____

The Contractor shall be responsible for the construction, installation, and maintenance of the sewer collection system. The contractor shall be responsible for the construction and installation of the sewer collection system. The contractor shall be responsible for the construction and installation of the sewer collection system.

Date: _____

Approved: _____

Signature: _____

GREEN ENGINEERING
WATER, WASTEWATER, SURVEYING, PLANNING, PROJECT MANAGEMENT
NORTH CAROLINA FIRM LICENSE: P-0115
303 OLD DORRINGTON STREET EAST, P.O. BOX 800 WILSON, N.C. 27603
TEL: (919) 277-9088 FAX: (919) 277-9089

WHITLEY GALLERY TOPO
TOWN OF ZEBULON WAKE COUNTY, NORTH CAROLINA

PROPOSED GRAVITY SEWER EXTENSION

CITY OF WILSON			

GRAPHIC SCALE

1" = 100'

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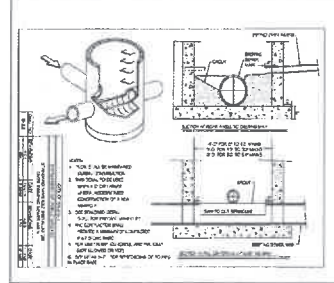
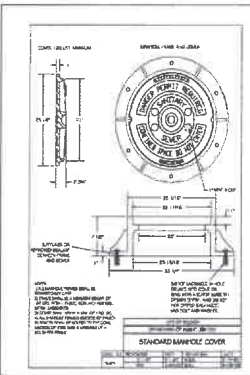
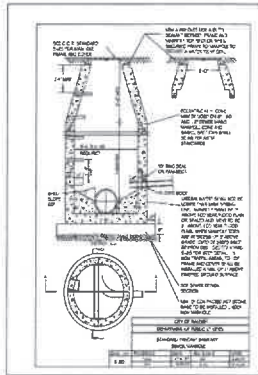
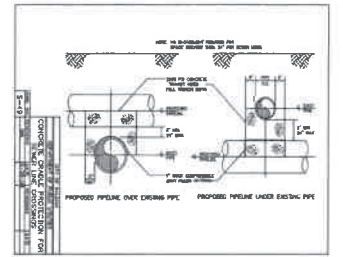
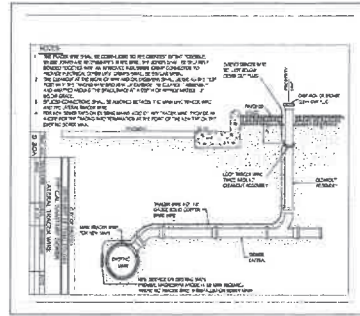
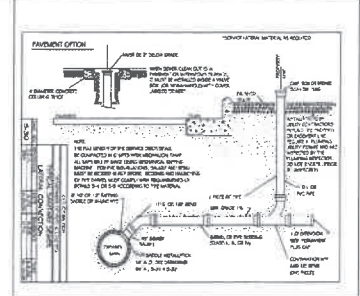
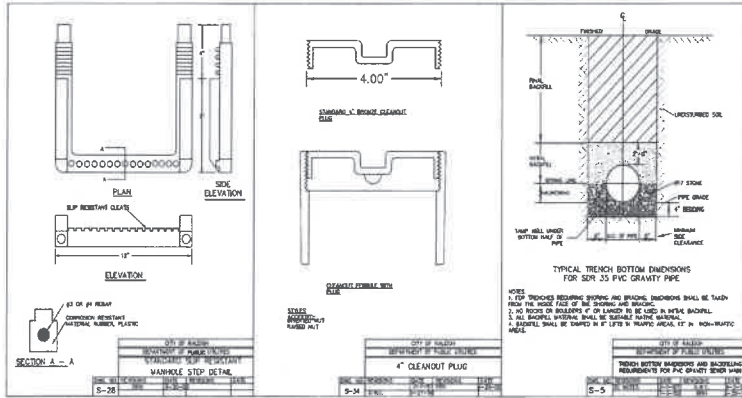
DATE: 4/19/23

BY: [Signature]

PROJECT: [Project Name]

CORRUM COMMENTS: [Comments]

3 OF 4



GREEN ENGINEERING
 WATER, WASTEWATER, SURVEYING, PLANNING, PROJECT MANAGEMENT
 NORTH CAROLINA PROFESSIONAL LICENSE: P-1115
 303 GOLDSBORO STREET EAST, P.O. BOX 608 WILSON, N.C. 27803
 TEL: (252) 237-6366 FAX: (252) 243-7488 OFFICE@GREENENG.COM

WHITLEY GALLERY TOPO
 TOWN OF ZEBULON WAKE COUNTY, NORTH CAROLINA

DETAILS

CITY OF RALEIGH	NO CONTRACTS FOR THE SUPPLYING OF LIME
PUBLIC UTILITIES	See the Public Notice Requirements.

REVISION	DATE	BY	CHKD	APP'D	SCALE	CLIENT CODE	CADD FILE

CLIENT CODE: 23-006
 CADD FILE: 23-006 - 0
 LAST MODIFIED: 10-10-23
 PROJECT: ETC. JAL

SHEET 4 OF 4

EXHIBIT G

EXISTING ENCROACHMENTS



ORDINANCE 2025-08

BE IT ORDAINED by the Board of Commissioners of the Town of Zebulon, that pursuant to North Carolina General Statutes 159-15, the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2025.

Section 1. To amend the General Fund budget as follows:

	INCREASE	DECREASE
REVENUES		
Fund Balance Appropriated	\$10,075.00	
EXPENDITURES		
PW Property & Proj Mgmt – Contracted Services (Special)		10,075.00

Section 2. Copies of this amendment shall be furnished to the Town Clerk, and to the Budget Officer, and to the Finance Officer for their direction.

Adopted: August 15, 2024

Effective: August 15, 2024

Glenn L. York - Mayor

ATTEST:

Lisa M. Markland, CMC - Town Clerk

STAFF REPORT
MICROTRANSIT
INTERLOCAL AGREEMENT
AUGUST 15, 2024

Topic: **MULTIPARTY AGREEMENT – MICROTRANSIT INTERLOCAL AGREEMENT**

Speaker: Catherine Farrell, CZO, Planner II
From: Adam Culpepper, Senior Planner
Prepared by: Catherine Farrell, CZO, Planner II
Approved by: Taiwo Jaiyeoba, Interim. Town Manager

Executive Summary:

The Board of Commissioners will consider authorizing the signing of the Interlocal Agreement, in conjunction with Knightdale, Wendell and Wake County, for the funding and operation of the NE SmartRide program.

Background:

January of 2024 Zebulon, along with Wendell and Knightdale, applied for the Community Funding Area Program (CFAP) grant for the continuation of the NE SmartRide service. On June 12th the CAMPO Executive Board held a Public Hearing for the FY 2025 Wake Transit Work Plan which included the awarded CFAP grant for the Smart Ride program. As this is a program that will be run and funded by multiple agencies, an interlocal agreement signed by all agencies is required.

Discussion:

The discussion before the Board is whether to authorize the town to sign and enter an interlocal agreement with Knightdale, Wendell and Wake County for the operation of the NE SmartRide service.

Policy Analysis:

The continuation of this program is consistent with the Town's Comprehensive Transportation Plan (CTP). The Rural Microtransit Service is mentioned specifically within the transit section of the CTP as a recommended transit option (pg 46).

Fiscal Analysis:

\$75,000 has been set aside as part of the proposed Town of Zebulon FY 2024-2025 budget for the operation of the NE SmartRide service. This will contribute to the total projected program cost of \$480,726. The remaining funding will come from the partner agencies (Knightdale, Wendell, Wake County) as well as the awarded CFAP grant allocated in the FY 2025 Wake Transit Work Plan.

The funding of the project between Knightdale, Wendell, and Zebulon will be administered by Wendell, the lead partner agency for the CFAP grant. Funds will be sent to Wendell bi-yearly for the funding of the operation of the SmartRide program. All reimbursements through CAMPO for the CFAP grant will also run through Wendell as they administer the financial leg of the program for the local communities (Knightdale, Wendell, Zebulon).

STAFF REPORT
MICROTRANSIT
INTERLOCAL AGREEMENT
AUGUST 15, 2024

Staff Recommendation:

An interlocal agreement helps to keep all parties of the agreement safe and states the terms for which the SmartRide program will be operated.

Staff recommends supporting the proposed Interlocal agreement for the administration of the SmartRide program.

Attachments:

1. Draft of the Interlocal Agreement

EAST WAKE MICROTRANSIT AGREEMENT

This Agreement ("Agreement") is made by and between **Wake County** (hereinafter "GoWake Access"), a political subdivision of the State of North Carolina, the **Town of Knightdale** (hereinafter, "Knightdale"), a North Carolina municipal corporation, the **Town of Wendell** (hereinafter, "Wendell"), a North Carolina municipal corporation, and the **Town of Zebulon** (hereinafter, "Zebulon"), a North Carolina municipal corporation. The foregoing may be individually referred to herein as "Party" and collectively referred to as "Parties." Knightdale, Wendell, and Zebulon may be collectively referred to as "Municipal Parties".

RECITALS

WHEREAS, Wake County provides a transit service called GoWake Access, maintains vehicles, maintains contractual agreements to operate this service, and is willing to enhance this service pursuant to the terms of this agreement, and

WHEREAS, Knightdale, Wendell and Zebulon are interested in utilizing the resources of GoWake Access pursuant to this Agreement to provide public transit services as mutually defined in Appendix A of this agreement (hereinafter "Microtransit Service").

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:

AGREEMENT

1. Term

The Agreement shall become effective upon execution by all Parties ("Effective Date") and shall expire June 30, 2025. The Parties may extend the term of this agreement. The option for extending the term of the Agreement must be agreed upon by the Parties at least ninety (90) days before the end of the current term.

2. Appendices to this Agreement

The appendices of the Agreement shall be reviewed and updated annually. The approval process for each appendix is listed in each appendix. All adjustments and approvals must be in writing. The Appendices are incorporated into this Agreement.

3. Roles and Responsibilities

The purpose of this Agreement is to set forth the duties and responsibilities of each Party in the provision of Microtransit Service.

A. GoWake Access shall have the following responsibilities:

1. Operate or through contract with other parties ensure the operation (hereinafter, "GoWake Access approved Contractor") of Microtransit Service as defined in Appendix A of this agreement. Provision of Microtransit Service under this Agreement is contingent upon the availability of a GoWake Access approved Contractor. Any material changes in the Microtransit Service, including schedule, span of service, geographic boundary, timing of service, or overall operation must be communicated to GoWake Access by the municipal partner in writing. Changes of this type would be tracked as changes to Appendix A and would be incorporated by all parties upon annual renewal. Municipal Partners may request information related to the selection, standards and qualifications of the GoWake Access approved Contractor as needed.
2. Provide appropriate usage and placement of any identifying Microtransit Service branding materials on vehicles as agreed upon, and on any published materials.
3. Provide Americans with Disabilities Act (ADA) accessible light transit Operating vehicles (LTVs) with

a seated capacity of no less than eight (8) persons, equipped with automated vehicle locators (AVL) and which comply with all applicable federal and state laws and regulations. If any vehicle intended for, or normally used for Service is inoperable, deploy another vehicle with other industry-accepted signage identifying it as a vehicle providing Microtransit Service.

4. Provide Microtransit Service is in accordance with all governing agency regulations and shall be held to the same standard and shall exercise the same degree of care, skill, and judgment in the performance of services as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina.
 5. Provide for the maintenance, cleaning, and safe operation of all vehicles used in providing the Microtransit Service.
 6. Ensure that throughout the term of the Agreement and any extensions of the term, commercial general liability, auto and umbrella/excess insurance policies are maintained. These policies should cover personal injury and property damage on and in vehicles.
 7. Prepare and maintain on-going statistical, operational, and service data related to Microtransit Service separately from other GoWake Access data. This includes but is not limited to the following: Vehicle Pre-Trip Inspection Checklist sheets, monthly reports that include total road calls, passenger trips, vehicle miles and vehicle hours, and any other daily, monthly, and/or annual data as agreed. This information shall be provided to Knightdale, Wendell, and Zebulon quarterly or upon request.
 8. Report all passenger or vehicle accidents to Knightdale, Wendell and Zebulon by email as soon as is reasonably practical, but no more than 48 hours after the accident.
 9. Respond to all communications and requests by Knightdale, Wendell, or Zebulon within ten (10) business days. Respond to any communication or request specifically identified as “Urgent Operational Concern” by the Municipal Lead designated in Appendix C within two (2) business days.
 10. Assist where reasonably possible in the provision of information about and marketing of service. This may include reviewing and providing comments on marketing materials, participating in outreach events, and assisting with coordination with other regional transit providers.
 11. Provide Knightdale, Wendell, and Zebulon a minimum of 15 days written notice of potential service disruption, except in the case of service disruption due to inclement weather, safety concerns, or other emergency situations in which case notice will be provided as soon as reasonably possible. County has final authority on all changes to service level. GoWake Access will attempt to maintain service on all scheduled routes dependent on available resources. Action plans for service disruptions will be communicated by email to Knightdale, Wendell, and Zebulon.
 12. Report Microtransit operating statistics to comply with deliverables outlined in the General Operating Agreement for Bus Operations – Community Funding Area Program executed between the Municipal Lead, GoTriangle, and Capital Area Metropolitan Planning Organization (Wake Transit Agreement) by the 15th of the month following service.
- B. Knightdale, Wendell, and Zebulon, the Municipal Parties, shall have the following responsibilities:
1. Pay for the annual operating costs of the Microtransit Service as stated in Appendix A, Appendix B, and Appendix C of this Agreement. Costs may be reduced based on any grants, fare revenue collected, or other monetary contributions received from any other party, if applicable.
 2. Pay for the cost of installing Microtransit Service branding as agreed on the vehicles operating the Microtransit Service. Knightdale, Wendell, and Zebulon are responsible for any costs associated with the removal of branding and other identifying characteristics from vehicles and the cost to

install replacement GoWake Access Branding on the vehicles at the conclusion of the service agreement.

3. Designate one of the Municipal Parties as Municipal Lead. This designation shall be for at least two years and should be determined at least 60 days prior to July 1 of any fiscal year.
4. Provide employees providing Microtransit Service with access to 2 restroom facilities each during all periods of revenue service, including any keys or other methods of entry needed to access such a facility. These locations will be agreed to in writing by all Parties.
5. Determine the fare, if any, to be charged for the Microtransit Service. The initial service will be implemented fare-free. If Knightdale, Wendell, and Zebulon decide to charge a fare, the GoWake Access may pass along the proportional costs associated with implementation and operation. Decisions on fare collection may impact cost allocations as agreed in Appendix B of this agreement.
6. Develop marketing of service as agreed. This may include developing, reviewing and providing comments on marketing materials, participating in outreach events, and assisting with coordination with other regional transit providers.
7. Respond to all communications and requests by GoWake Access within ten (10) business days, unless such communication or request is specifically identified by GoWake Access as an "Urgent Operational Concern," in which case Municipal Lead will respond within two (2) business days.

C. The designated Municipal Lead shall have the following duties:

1. Facilitate payment for the annual operating costs of the Microtransit Service as stated in Appendix A, Appendix B, Appendix C, and Appendix D of this Agreement.
2. Respond to all communications and requests specifically identified by the GoWake Access as an "Urgent Operational Concern," within two (2) business days. The Municipal Lead shall coordinate communications with other Municipal Parties.
3. Report all Microtransit operating statistics in compliance with the deliverables associated with the Wake Transit Operating Agreement.
4. Coordinate and apply for future years Wake Transit funding as agreed.

4. Funding and Billing

GoWake Access will provide a monthly invoice to Municipal Lead after the end of each month of Microtransit Service. Municipal Lead shall reimburse GoWake Access after the receipt of an invoice. In the event Municipal Lead finds any part of an invoice inconsistent with this Agreement, Municipal Lead shall clearly identify and provide evidence to GoWake Access of any inconsistent or erroneous expenses within ten (10) days of receipt of an invoice and GoWake Access will work in good faith to determine if there is an error in the invoice.

5. Technology

GoWake Access agrees to install and utilize the standard technology platform, including Computer-Aided Dispatch/Automated Vehicle Locator systems (CAD/AVL), equipment for counting passenger totals, camera systems, Automated Passenger Counters (APCs), head signs, announcement systems, wi-fi routers, real-time passenger information, and communication systems between drivers and dispatch. The costs of these platforms will be included in the hourly rate.

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

The Parties agree that if a Party breaches any provision of this Agreement, within sixty (60) days of receipt

of written notice from a non-breaching Party, the breaching Party will cure the breach to the reasonable satisfaction of the non-breaching Party if the breach can be cured. Any breach of this Agreement materially impacting operation of Microtransit Service (“Operation Breach”) shall require immediate response and a plan of action to cure the breach within fifteen (15) days of receipt of written notice from a non-breaching party which clearly states that such breach is considered an Operation Breach. If the breach is not timely cured, or cannot be cured, then, the non-breaching Party may, at its election, terminate this Agreement. The Parties will cooperate on a winding down of the Microtransit Service, including reasonable notice to the public. Knightdale, Wendell, and Zebulon shall pay GoWake Access for Microtransit Service provided prior to date of termination.

7. Termination for Convenience

Any Party may terminate this Agreement at any time for any reason, provided the terminating Party provides a minimum of one hundred eighty (180) days advance written notice to the other Parties. In this event, the Parties will cooperate on a winding down of the service, including reasonable notice to the public. Knightdale, Wendell, and Zebulon shall pay GoWake Access for Microtransit Service provided prior to date of termination.

8. Customer Information and Complaint Handling

- A. GoWake Access will utilize existing customer service and dispatch staff during all hours of operation to respond to inquiries about immediate operational concerns. GoWake Access will work to resolve complaints within 48 hours of receipt, with follow-up to the complainant within one week after receipt. GoWake Access will maintain a separate complaint log that will include both the nature of the complaint and the resolution thereof and share with Municipal Lead monthly.
- B. Knightdale, Wendell, and Zebulon agree to receive and respond to customer comments on overall Microtransit Service needs. The Municipal Lead will coordinate discussions on how these comments should affect future services and funding.

9. Further Agreements

The Parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of this Agreement. The Parties agree to work together in good faith and with due diligence to provide for and carry out the purpose of this Agreement.

10. Amendment

Any modification of this Agreement shall be made by Written Agreement.

11. Notices

Any notice given pursuant to this Agreement shall be deemed given if delivered by hand or if deposited in the United States Mail, postage paid, certified mail, return receipt requested and addressed as follows:

If to GoWake Access: Contracts Administrator
 Wake County Health & Human Services
 MD# 112
 PO Box 46833
 Raleigh, NC 27620-6822

If to the Town of Wendell: Town of Wendell

950 Steeple Square Court
Knightdale, NC 27545

If to the Town of Knightdale: Town of Knightdale
950 Steeple Square Court
Knightdale, NC 27545

If to the Town of Zebulon: Town of Zebulon
1003 N. Arendell Avenue
Zebulon, NC 27597

12. Binding Effect

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

13. Dispute Resolution

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

14. Force Majeure

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

15. Verification of Work Authorization

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

16. Compliance with Federal Laws and Regulations

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

200.324); and any other federal provisions required by law.

17. Representations and Warranties

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

18. Indemnification

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

19. Independent Contractor

GoWake Access's approved Contractor is an independent contractor and is solely responsible for its services and the supervision of its employees and permitted subcontractors. All persons assigned to provide Microtransit Services pursuant to this Agreement shall, for all purposes of this Agreement, be considered employees of GoWake Access's approved Contractor only. GoWake Access's approved Contractor shall assume the sole and exclusive responsibility for the payment of wages to individuals for services performed under this Agreement and the withholding of all applicable Federal, State, and local taxes, unemployment insurance, and maintaining workers compensation coverage in an amount and under such terms as required by law.

20. Public Records

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

21. Entire Agreement; Amendments to Agreement

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

22. Non-Exclusive Remedies/No Waiver

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

23. Survival

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

24. No Waiver of Immunity

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

25. Nondiscrimination

No party shall discriminate in violation of any federal, state, or local law. All Parties shall comply with the Americans with Disabilities Act of 1990 ("ADA").

26. No Third Party Beneficiaries

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

27. Electronic Signatures

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

28. Recitals

The Recitals are incorporated into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have agreed and executed this Agreement.

TOWN OF KNIGHTDALE	WAKE COUNTY / GOWAKE ACCESS
<p>By: _____ Knightdale Town Manager or designee</p> <p>Date: _____</p> <p>This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.</p> <p>By: _____ Town of Knightdale Finance Director or designee</p> <p>Approved as to form:</p> <p>By: _____ Knightdale Town Attorney or designee</p>	<p>By: _____ Annemarie Maiorano, AICP, Deputy Director, Wake County Health & Human Services</p> <p>By: _____ Nannette M. Bowler, JD, Director, Wake County Health & Human Services</p> <p>The person responsible for monitoring the contract performance requirements is Anita Davis. Department Head Initials: _____</p> <p>By: _____ Wake County Manager or designee</p> <p>Date: _____</p> <p>This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.</p> <p>By: _____ Wake County Finance Director or designee</p>
TOWN OF ZEBULON	TOWN OF WENDELL (FY 25 AND FY 26 LEAD PARTNER)
<p>By: _____ Zebulon Town Manager or designee</p> <p>Date: _____</p> <p>This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.</p> <p>By: _____ Town of Zebulon Finance Director or designee</p> <p>Approved as to form:</p> <p>By: _____ Zebulon Town Attorney or designee</p>	<p>By: _____ Wendell Town Manager or designee</p> <p>Date: _____</p> <p>This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.</p> <p>By: _____ Town of Wendell Finance Director or designee</p> <p>Approved as to form:</p> <p>By: _____ Wendell Town Attorney or designee</p>

Appendix A – FY 25 Microtransit Service Costs and Parameters

The Parties agree to the following for Fiscal Year 2025.

Anticipated Cost of Services

	Annual Operating Cost	Annual Technology Cost	Annual Fuel Cost	Annual Total Cost of Service	Expected Wake Transit Match CFA Funding
Combined Town Cost	\$294,378.05	\$19,539.00	\$41,613.36	\$355,530.41	\$177,765.21
Wake County / GoWake Access Costs	\$59,328.15	\$3,938.00	\$8,386.64	\$71,652.79	
Total Cost	\$353,706.20	\$23,477.00	\$50,000.00	\$427,183.20	

Anticipated Parameters of Service

- Span of Revenue Service - Monday – Friday 6:00 AM to 7:00 PM
- 4 vehicles will be allocated to service.
- Holidays - Microtransit Service will not operate on New Year’s Day, Martin Luther King Jr.’s Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, Good Friday, Juneteenth Holiday, Veterans Day.
- The service will not charge a fare to riders. All Parties must agree prior to a fare being charged.
- Residents will use a mobile application or call 919-211-7005 to book a ride. GoWake Access will provide instructions on how to download and use mobile applications.

FY 25 Cost Control Strategy

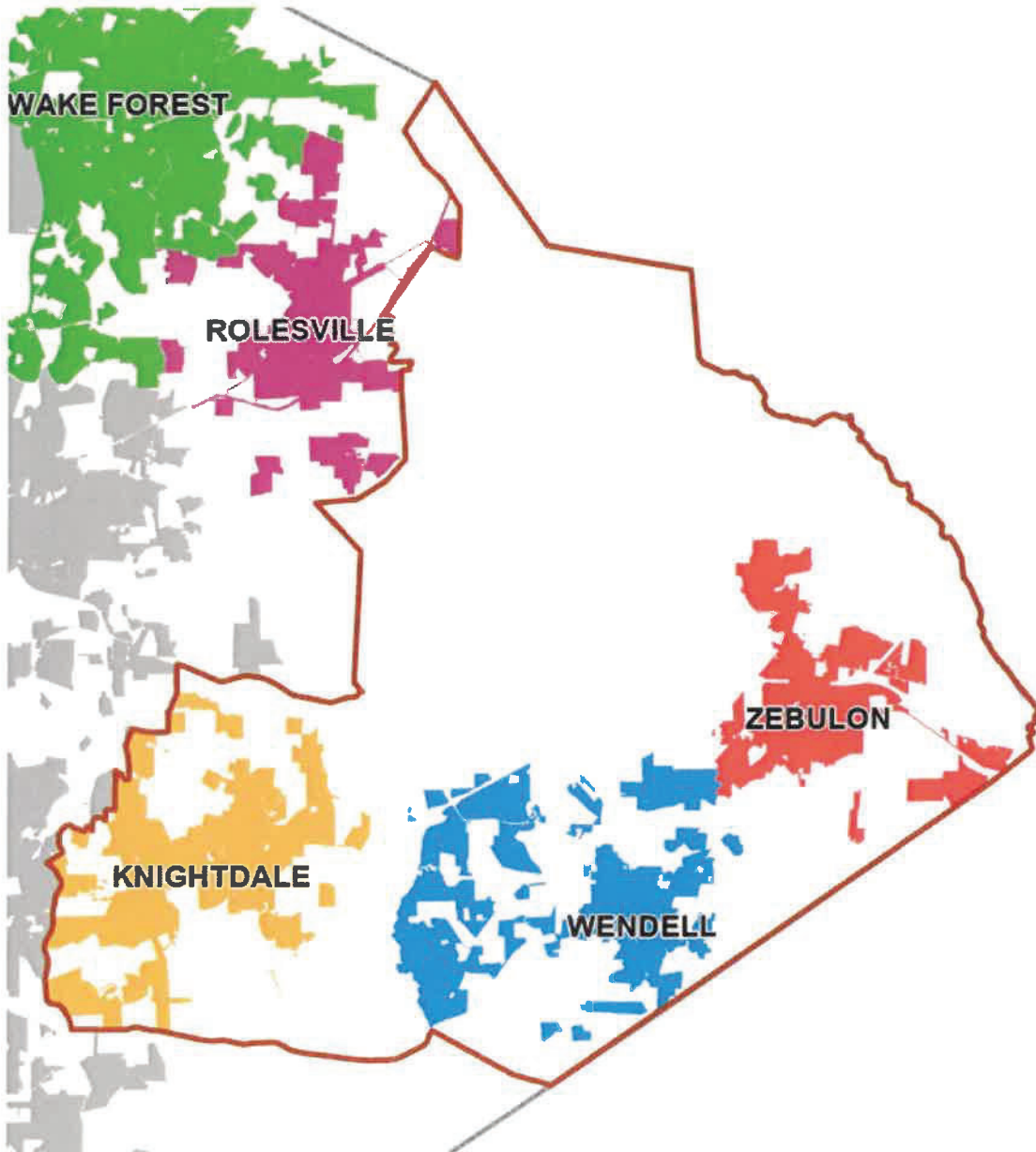
To ensure that service costs stay within budgeted amounts, GoWake Access will track and analyze the completed trips over the first 30 days of operation and determine a set number of trips that can be provided monthly. GoWake Access will work within its technology system to cap or limit the number of monthly trips to a set amount to allow 12 months of service. GoWake Access will provide the details on the implications of strategy, specifically the number of trips provided compared to trips requested and vehicle availability, to the Municipal Parties. All Parties will review the materials to determine the best solutions. GoWake Access will adjust the monthly trip limits in coordination with the Municipal Lead throughout FY 2025.

FY 25 Wake Transit Interim Budget

GoWake Access will work with Wake Transit to maximize Wake Transit funds allocated to the Microtransit services delivered in early FY 2025. This issue is expected to be unique to FY 2025.

FY 25 Starting Service Boundary Map

Services will be provided in the areas within the boundary shown. Boundaries may be adjusted by each party within their jurisdiction through a written request to GoWake Access. All Parties shall meet annually to review the service boundary.



Appendix A Acknowledgement and Approval

Party	GoWake Access	Wendell	Knightdale	Zebulon
Initials				
Date				

Appendix B - FY 25 Microtransit GoWake Access Invoice Process

For fiscal year FY25

- The Town of Wendell shall be designated as the Municipal Lead for the period prior to the start of services (remainder of FY 2024), plus a two-year period until June 2026 (FY 2025 and FY 2026).
- Municipal Lead will receive all invoices from GoWake Access. GoWake Access will send invoices to the Municipal Lead monthly within 15 days of completion of service.
- GoWake Invoices will include costs for all services as outlined in Appendix A but will not include the percentage amount estimated to be associated with trips from County jurisdiction. From the start of service until at least 4 months of active service with the FY 25 service boundary the County percentage will be 16.77%.
- Invoices from GoWake Access should be paid within 30 days of receipt.
- After 4 months of active service, GoWake and the Municipal Parties may consider adjusting the county percentage based on reported ridership. A change in this rate must be approved by all Parties and requested in writing by the Municipal Lead.

FY 2025 Starting GoWake Access Estimated Trip Percentage

Jurisdiction	Percent Estimated Trips
Wake County / GoWake Access	16.77%
Municipal Parties	83.27%

Appendix B Acknowledgement and Approval

Party	GoWake Access	Wendell	Knightdale	Zebulon
Initials				
Date				

Appendix C – FY 25 Microtransit Knightdale, Wendell, Zebulon Cost Allocation

- The Town of Wendell shall be designated as the Municipal Lead for the period prior to the start of services (remainder of FY 2024), plus a two-year period until June 2026 (FY 2025 and FY 2026).
- The Municipal Lead will invoice the other Municipal Parties at least twice annually. These invoices are anticipated to be sent out around August and January.
- The amount of the invoices shall be based on each municipal party’s expected cost share and each municipal party’s adopted budget. The Municipal Lead shall coordinate with all municipal Parties prior to sending invoices.
- Invoices from the Municipal Lead should be paid within 30 days of receipt.
- The Municipal Parties agree to split costs equally in FY 25. All Municipal Parties anticipate paying around 1/6 or 16.7% of the costs associated with trips not attributable to the County’s jurisdiction. The Municipal Parties will not change this Municipal Party cost split in FY 2025.

FY 2025 Starting Municipal Party Cost Split

Jurisdiction / Agency	Pre-FY 2025 Estimated Trip %	FY Estimated Cost %
Town of Knightdale	21%	16.7%
Town of Wendell	22%	16.7%
Town of Zebulon	41%	16.7%
Wake Transit		50.0%

Appendix C Acknowledgement and Approval

Party	Wendell	Knightdale	Zebulon
Initials			
Date			

Appendix D – FY 25 Microtransit Wake Transit Allocation

- The Town of Wendell shall be designated as the Municipal Lead for the period prior to the start of services (remainder of FY 2024), plus a two-year period until June 2026 (FY 2025 and FY 2026).
- The Municipal Lead shall enter in to and maintain all agreements required to request Wake Transit Reimbursement.
- The Municipal Lead shall determine how frequently Wake Transit reimbursement will be requested. The Municipal Lead will coordinate with GoWake Access to complete needed reporting to submit reimbursement requests. The Municipal Lead will submit all forms needed to process Wake Transit reimbursement.
- The Municipal Lead will coordinate with GoWake Access to manage the monthly trip cap to correctly balance the provision of trips with available resources.
- The Municipal Lead is responsible for ensuring that adequate resources are available to reimburse GoWake Access for non-Wake County jurisdiction trips.

Appendix D Acknowledgement and Approval

Party	Wendell
Initials	
Date	

STAFF REPORT
REVIEW OFFICER APPOINTMENTS
RESOLUTION 2025-01
AUGUST 15, 2024

Topic: Review Officer Appointments
Speaker: Lisa Markland, HR Director
Prepared by: Lisa Markland, HR Director
Approved by: Taiwo Jaiyeoba, Interim Town Manager

Executive Summary:

The Zebulon Board of Commissioners will consider appointment of Review Officers.

Background:

State law establishes procedures for recording maps and plats. Specifically, allowing the transfer of plat review, to determine whether they meet recording requirements, from the Register of Deeds to a Review Officer.

The Town of Zebulon may appoint Review Officers for consideration by the Wake County Board of Commissioners as a means to ensure an expeditious review of all maps and plats before they are presented to the Wake County Register of Deeds for recording.

Staff changes have revealed the need to update the current list of Review Officers appointed by the Town of Zebulon.

Discussion:

The discussion before the Zebulon Board of Commissioners is whether to remove the Review Officers identified by the attached Resolution; and whether to add Chris Ray, Public Works Director and Catherine Farrell Review Officers.

Policy Analysis:

Amending the Town of Zebulon's Review Officers is a tactical action consistent with Zebulon 2030's Growing Smart focus area to "plan for the growth with appropriate staffing and service levels to address land use and transportation concerns"

Fiscal Analysis:

A fuller, and updated, list of Review Officers will ensure an expeditious review of all maps and plats before they are presented to the Wake County Register of Deeds for recording.

Staff Recommendation:

Staff recommends updating the Town's Review Officers by adopting the attached Resolution.

Attachment(s):

1. Resolution 2025-01

RESOLUTION 2025-01
RESOLUTION APPOINTING REVIEW OFFICERS

WHEREAS, State Law 1997-309 establishes procedures for recording maps and plats;

WHEREAS, the main purpose of the law is to transfer the responsibility for reviewing plats to determine whether they meet recording requirements from the Register of Deeds to a Review Officer;

WHEREAS, NC GS 47-30.2 requires the Board of County Commissioners in each County, by resolution, to appoint a person to serve as a Review Officer to review each plat before it is recorded and certify that it meets the statutory requirements for recording;

WHEREAS, it is the desire of the Town of Zebulon to ensure an expeditious review of all maps and plats as required by NC GS 47-30.2 before they are presented to the Wake County Register of Deeds for recording.

NOW THEREFORE, BE IT RESOLVED, that the following people in the Town of Zebulon employment are hereby appointed to perform all responsibilities as required for Review Officers under the appropriate North Carolina General Statutes for all plats and maps within the Town of Zebulon’s jurisdiction.

- | | |
|----------------------|-----------------------|
| 1. Chris Ray | Public Works Director |
| 2. Catherine Farrell | Planner II |

BE IT FURTHER RESOLVED that the following people are no longer designated to serve as the Review Officer for all lands within the municipal and extraterritorial jurisdiction of the Town of Zebulon.

1. Michael Clark

BE IT FURTHER RESOLVED that a copy of the Wake County Resolution designating the Review Officers be forwarded to the Wake County Register of Deeds Office.

Adopted this 15th day of August 2024.

Glenn L. York—Mayor

SEAL

Lisa M. Markland, CMC—Town Clerk

STAFF REPORT
FOOTBALL FIELD USE FEES
AUGUST 15, 2024

Topic: Football Field Use Fees
Speaker: Sheila Long, Parks & Recreation Director
From: Sheila Long, Parks & Recreation Director
Approved by: Taiwo Jaiyeoba, Interim Town Manager

Executive Summary:

The Board of Commissioners requested a cost analysis for field use fees regarding the Zebulon Bearcats and the Zebulon Aggies Football and Cheer programs.

Background:

The Board of Commissioners received a fee schedule and cost analysis for the Bearcats field rentals at their May 15th work session per their request.

At the August 5th meeting, staff was asked to return to the August work session with a cost analysis for field use of the Bearcats and the Aggies. At the Work Session, staff will provide the applied rental rate and expected cost to the Town.

Discussion:

The Board will receive information, engage in discussion, and provide direction to staff.

Fiscal Analysis:

The Board approved the Fee Schedule and Cost Recovery Policy with the adoption of the budget on June 25th. Both policies provide direction to staff when determining field use fees to apply to private parties seeking to use town facilities.