

**ZEBULON**  
**BOARD OF COMMISSIONERS**  
**AGENDA**  
**December 2, 2024**  
**6:00pm**

**1. PLEDGE OF ALLEGIANCE**

**2. APPROVAL OF AGENDA**

**3. SCHOOL RECOGNITION**

*A. Zebulon Middle School*

- i. Kaylee Ascencio-Herrera– Student
- ii. Nathan Hartman – Teacher

**4. PRESENTATION**

*A. FY 2024 Audit*

*B. Mike Baumwell – Rep’d Platform*

*C. Rebekah Dixon, M.ed – Youth Employment Program*

**5. PUBLIC COMMENT**

**6. CONSENT**

*A. Minutes*

- i. June 18, 2024 – work session
- ii. June 25, 2024 – special called meeting
- iii. August 5, 2024 – regular meeting
- iv. August 15, 2024 – work session

*B. Finance*

- i. Wake County Tax Report – September 2024

**7. NEW BUSINESS**

*A. Fire*

- i. Wake County Fire Academy – Funding Agreement Amendment
- ii. Fire Engine Replacement Purchase
- iii. Resolution 2025-07 – Reimbursement Resolution – Financing of Fire and EMS Building

**8. OLD BUSINESS**

- A. Five County Stadium Agreement*
- B. Strategic Plan Grant*

**9. MANAGERS REPORT**

- A. Monthly Financial Report (attached as addendum)

**10. BOARD COMMENTS**

**11. CLOSED SESSION**

As Allowed Per NC General Statue § 143-318.11 for personnel discussions

**12. ADJOURN**

INTRODUCTORY STAFF REPORT  
FY 2024 AUDIT  
DECEMBER 2, 2024

**Topic:** FY 2024 Audit

**Speakers:** Bobby Fitts, Finance Director, introducing  
Elsa Swenson, Martin Starnes & Associates, CPAs, P.A.

**From:** Taiwo Jaiyeoba – Interim Town Manager

**Executive Summary:**

The Board will receive the FY 2024 Audit as performed by Martin Starnes & Associates, CPAs, P.A.

**Background:**

The Local Government Budget and Fiscal Control Act (§159-34) requires local governments to audit their accounts through independent auditors at the close of each fiscal year. Highlights of this presentation will include information on the value and makeup of the Town's tax base, the available savings ("fund balance"), and outstanding debt.

**Information:**

Beyond meeting the statutory requirements, the Audit assesses the Town's financial capacity to support a Bond Referendum to construct capital projects such as fire stations, roadways, and parks. The Board will not vote on this item.

**Policy Analysis:** N/A

**Financial Analysis:** N/A

**Staff Recommendation:** N/A

**Attachment(s):**

1. FY 2024 Annual Comprehensive Financial Report

**Zebulon Board of Commissioners**  
**Work Session**  
**Minutes**  
**June 18, 2024**

Present: Mayor Glenn York, Jessica Harrison, Quentin Miles, Shannon Baxter, Amber Davis, Taiwo Jaiyeoba-Interim Town Manager, Lisa Markland-Town Clerk, Chris Ray-Public Works, Bobby Fitts-Finance, Jacqui Boykin-Police, Michael Clark-Planning, Sheila Long-Parks and Recreation, Kaleb Harmon-Communications, Shannon Johnson-Economic Development, Eric Vernon-Attorney

Absent: Commissioner Clark

Mayor York called the meeting to order at 6:00pm.

Mayor York asked to amend the agenda to include Resolution 2024-30.

**APPROVAL OF AGENDA**

Commissioner Harrison made a motion, second by Commissioner Baxter to approve the agenda as amended. There was no discussion and the motion passed unanimously.

**BOND PUBLIC HEARING**

Bobby Fitts reviewed the bond referendum process. It was stated the possible improvements included:

- Arendell Ave access and operational improvements
- Pearces, Jones and Proctor with roundabout
- Downtown Gateway and Poplar Street Roundabout with improvements
- Downtown bulb outs and crosswalk stamping
- Proctor Street improvements – Pearces to Shepard School Rd.
- Old Bunn Road – Shepard School Road to Karial Court
- East Gannon Ave. – Shepard School Road to Walmart
- Judd Street and N. Arendell intersection improvements

All the projects totaled an estimated cost of \$48M. Possible ballot sidewalk projects included Pony Road, Gill Street, Poplar Street, and 700 N. Arendell sidewalk. The Board prioritized the N. Arendell access, operational and sidewalk connection, Jones St. connector and Proctor/Pearces roundabout and sidewalk connection which had a recommended \$20M transportation bond.

Commissioner Baxter asked about the \$5M cost for the Judd Street and Arendell intersection improvements. Chris Ray explained the amount was added as a placeholder to perform a preliminary engineering report to see if an improved intersection or a roundabout would be better for that intersection.

Mayor York opened the public hearing.

Mayor York asked if anyone wished to speak in favor. There were none.

Mayor York asked if anyone wished to speak in opposition. There were none.

Mayor York asked if anyone wished to speak either for or against.

Nicholas Walton stated he was in favor of the bond funds being spent on sidewalks but stated the infrastructure improvements would not help traffic and stated bonds should be a last resort.

Mayor York asked if there was anyone else who wished to speak. There were none.

Mayor York closed the public hearing.

### **BOND ORDER – RESOLUTION 2024-28 AND RESOLUTION 2024-30**

Staff recommended moving forward with the bond by adopting resolutions 2024-28 and 2024-30.

Commissioner Harrison made a motion, second by Commissioner Baxter to approve Resolution 2024-28 approving the bond order. There was no discussion and the motion passed unanimously.

Commissioner Baxter made a motion, second by Commissioner Davis to approve Resolution 2024-30 approving publication of the Bond Order establishing the date for referenda on the same and setting the ballot question. There was no discussion and the motion passed unanimously.

### **FY '25 BUDGET**

Taiwo Jaiyeoba stated a summary was emailed to the Board about the requested adjustments from the June 11, 2024 meeting and spoke about four options for salary adjustments.

- 10% increase for all employees
- 10% for employees and 5% for directors in July 2024 and another 5% in January 2025
- 5% for all employees
- Support for everyone except directors
- 10% for Police, Fire and Public Works and 3% for all other employees

The Board's administrative assistant, \$90,000 for the pedestrian bridge, \$280,000 for Town Hall and Police improvements were removed from the proposed budget.

Commissioner Harrison asked why the cost for the Christmas parade changed from \$20,000 to \$35,000. Bobby Fitts stated the original cost came from the Zebulon Chamber from two years ago and did not include benefits and the new special events pay.

Commissioner Miles spoke about not approving the Program Coordinator, Parks Maintenance Tech and Facility Tech until the new Town Manager was hired. Sheila Long explained there were currently two program coordinators and spoke about the need for the new position and the community's desire for new programs. There were three employees on the park's maintenance crew and information about what was covered by those three employees was given.

Commissioner Harrison asked for an explanation of the 10% increase for all employees and a 5% for directors in July and again in January. Taiwo Jaiyeoba stated the option was a compromise. The market rate for directors showed the Town was on average 25% lower than surrounding directors' salaries. That option kept the tax rate from being raised too much, but the Town did risk losing staff during those six months. The 5% for all would be the lowest increase in the tax rate. It was explained by Taiwo Jaiyeoba that the 10% for Police, Fire and Public Works and 3% for all other employees would be approximately a 1.2¢ increase in the current tax rate.

Commissioner Baxter stated the 10% increase would get the Town closer in filling difficult positions. Taiwo Jaiyeoba explained all the salary options would get the starting police salary to \$52,500. All departments were finding it difficult to fill positions.

Jacqui Boykin explained that the 10% increase did not quite get the starting salary to \$52,500, but there would be lapsed salaries to make up the 1.4% difference in what it would take to get the starting salary to \$52,500. It was strongly recommended by Taiwo Jaiyeoba to approve option 2: 10% for employees and 5% for directors in July 2024 and another 5% in January 2025. The Town needed to be equitable in pay, so others did not feel unimportant as employees.

For the Town Hall and Police Department renovations, \$280,000 was removed from the budget. Lisa Markland explained part of those funds were to purchase cubicles for new positions. There was discussion about cubicles and there was consensus among the Board to keep the funds in the budget to purchase cubicles. Staff explained cubicles were approximately \$6,000 each. Commissioner Baxter suggested adding back in \$15,000 to cover cubicles for the two new positions.

The Board was asked for their preference on the salary increase options. Commissioner Baxter stated she wanted to do a 10% increase for Police, Fire and Public Works, 3% for all other employees and a 3% merit increase. Commissioner Harrison explained she was in favor of option 2: 10% for employees and 5% for directors in July 2024 and another 5% in January 2025. There was discussion about making the increase 3% for all directors. With that adjustment the tax rate would be 58.8¢.

Commissioner Baxter stated she wanted to decrease the budget authorization amount from the current \$10,000 threshold to \$5,000. There was consensus among the Board to change it to \$5,000.

Commissioner Harrison asked about the current merit. Staff explained it was currently 5%. It was explained how the staff's salary was significantly below market and decreasing the merit would make the Town an unfavorable employer. There was discussion about keeping the merit at 5% and tax rates for each option.

Commissioner Baxter stated she did not want to increase the tax rate and proposed lowering the allocation of the splash pad to \$700,000. There was further discussion about tax rates and avoiding an increase. Commissioner Harrison explained with the growth of the Town and needs of the community it would be difficult to avoid a tax increase.

Board of Commissioners  
Minutes  
June 18, 2024

There was discussion about the \$275,000 budgeted amount for the Town Attorney and legal fees over recent years.

Taiwo Jaiyeoba reviewed the budget modifications:

- \$15,000 for cubicles
- Staff compensation – 10% for Police, Public Works and Fire employees, 3% for remaining employees and 5% merit increase.
- Decreasing the budget authorization amount from the current \$10,000 threshold to \$5,000

There was a question about the \$1,050,000 budgeted for park acquisition and development. Sheila Long stated the Parks and Recreation Master Plan identified zones for future parks and expansion and that was a placeholder to allocate funding to pursue those areas.

Commissioner Baxter made a motion, second by Commissioner Harrison to schedule a meeting for June 25, 2024 at 5:00pm to discuss the budget and a closed session for personnel discussion as allowed by GS §143-318.11(a)(6). There was no discussion and the motion passed unanimously.

Commissioner Harrison made a motion, second by Commissioner Davis to adjourn. There was no discussion and the motion passed unanimously.

Adopted this the 2<sup>nd</sup> day of December 2024.

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Glenn L. York—Mayor

SEAL

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Lisa M. Markland, CMC—Town Clerk

**Zebulon Board of Commissioners**  
**Special Called Meeting**  
**Minutes**  
**June 25, 2024**

Present: Mayor Glenn York, Jessica Harrison, Beverly Clark, Quentin Miles, Shannon Baxter, Amber Davis, Taiwo Jaiyeoba-Interim Town Manager, Chris Ray-Interim Assistant Town Manager, Lisa Markland-Human Resources, Sheila Long-Parks and Recreation, Bob Grossman-Police, Bobby Fitts-Finance, Kaleb Harmon-Communications, Michael Clark-Planning, Eric Vernon-Attorney

Mayor York called the meeting to order at 5:00pm.

Commissioner Harrison made a motion, second by Commissioner Clark to approve the agenda. There was no discussion and the motion passed unanimously.

**CONTRACTS**

**A. Interim Town Manager**

Taiwo Jaiyeoba explained the extension of his contract until the end of July 2024 and his reduction of hours from 32 to 16 hours per week. Eric Vernon explained the amendment was very similar to the original contract and revised the term, hours and provided the extension until the end of July 2024

Mayor York stated there would be a 10-minute recess for staff to assess the sound issue.

The meeting reconvened at 5:17pm.

Commissioner Baxter stated Taiwo Jaiyeoba's hours would be cut back from 32 hours to 16 hours and the interim Town Manager would be able to pick up some of those duties.

Taiwo Jaiyeoba explained he and Interim Town Manager Chris Ray would have weekly meetings so there was no gap in communications. Information about the Town Clerk and IT Director position search was given. Waiting for the Town Manager could be costly, but they should be involved in the Assistant Town Manager decision process.

Commissioner Clark made a motion, second by Commissioner Miles to adopt the agreement for the Interim Town Manager. There was no discussion and the motion passed unanimously.

**B. Executive Search Firm**

Taiwo Jaiyeoba spoke about the three proposals the Town received from Polihire, Good Hope Works, and Baker Tilly to assist with the next hiring. Staff recommended the Board approve staff to enter into contract negotiations with Polihire to conduct the recruitment process for the permanent Town Manager due to their quick hire schedule.

Commissioner Baxter stated she thought the process was emergent and asked about their start dates. Taiwo Jaiyeoba explained Polihire can expedite the process and customize the schedule to fit the Town's vision. Polihire and Baker Tilly both offered a provision to include a termination clause where if the position was terminated within one year both firms would assist with finding a new candidate.

Commissioner Clark asked if the Board would write the job description. Taiwo Jaiyeoba explained that would be done and the chosen firm would meet with the Board about specifics for the desired candidate.

Commissioner Baxter stated she thought Polihire would make the best sense as the recruiting firm based upon their experience and track record. Commissioners Miles, Harrison and Davis were in agreement.



Commissioner Baxter made a motion, second by Commissioner Davis to enter into a contract with Polihire to assist with the Town Manager search. There was no discussion and the motion passed unanimously.

#### **FY '25 BUDGET**

Taiwo Jaiyeoba spoke about the spreadsheet with adjustments that were sent to the Board. The administrative position from the Governing Board was removed as well as the pedestrian bridge, Town Hall and Police Department renovations. Two cubicles at \$15,000 were added to the budget. The space across from the Human Resources suite could be renovated to add office space with an estimated cost of \$50,000. The splash pad cost was reduced by \$300,000 to address compression issues. The 10% pay increase to Police, Fire and Public Works and 3% to remaining employees would cost \$327,000. Even after the adjustments, there were still employees being paid under market. To give 10% adjustments to all employees would be approximately \$600,000 and would help with the compression issue and offer pay equity for all employees.

Commissioner Baxter asked about salary adjustment clarifications. Lisa Markland spoke about the merit increase information she sent out to the Board. The merit was at 5% for the last three years, 3% for 2021 and 2020 and 4% prior to that from 2015. Commissioner Baxter stated she did not want to move forward with the \$50,000 Town Hall renovation at this time and the new Town Manager could evaluate the best use of the space.

Staff was asked about the housing infrastructure in the budget. Michael Clark explained one item was the housing study to evaluate the existing market, needs of the community, and the best way to expand and improve upon the affordable housing quality in Town. The second item was a housing infrastructure improvement program.

There was discussion about removing the splash pad to address compression. Taiwo Jaiyeoba explained how that would be a onetime thing and there would still need to be funds added to address the pay differentials. Commissioner Baxter stated she wanted to move forward with Parks and Recreation initiatives, but the splash pad may not need to move forward at this time. The new Town Manager could evaluate the needs of the community and the costs.

Sheila Long explained that staff did not have time to perform a feasibility study at Whitley Park for the splash pad but estimated the design to be \$270,000 and spoke about the challenges. There was consensus among the Board to move the funds for the splash pad into the general fund.

Commissioner Baxter stated they needed to make sure there was not a compression issue with directors and wanted to increase the pay for the directors in the Police, Fire and Public Works departments to 10%. The remaining directors and employees would receive 3% increases.

Taiwo Jaiyeoba explained the compression issue affected all employees not just employees in Police, Fire and Public Works. Giving the increase to just employees in those departments would make the compression issue even worse and would cause inequity.

Commissioner Miles explained he wanted the new Town Manager to assess the compression issue. Commissioner Clark stated all staff needed adjustments and suggested a 3% increase and 5% merit for all employees. Commissioner Baxter was not comfortable with that scenario and suggested allowing the salary study to address pay in the remaining departments.

Commissioner Harrison asked Chris Ray if there were hard to fill positions in his department. Mr. Ray spoke about the competition and how three out of the last four hired positions needed adjustments because the starting salary was not high enough. There are currently no open positions in Public Works. Commissioner Harrison explained the work all staff and departments performed was very important and played a role for each department. It was suggested a DEI expert speak to the Board about equity.

Commissioner Davis agreed that all positions were important, but salaries needed to be added in the Public Works, Fire and Police department to bring in more applicants for open positions.

Commissioner Harrison asked what other departments were having a difficult time hiring for open positions. Staff stated the Police Department had open positions and Planning had issues losing people for more competitive pay. Chris Perry gave details about their recruiting pool and salary challenges. The salary increase would make the department more competitive with surrounding departments.

There was a request by Commissioner Baxter to give a 10% salary increase for Public Works, Police and Fire Departments including their respective department heads. All other departments would receive a 3% increase with a possible 5% merit increase. Other positions would not be funded to allow funds for the salary increases including the Budget Analyst, Transportation Planner, the Police Detectives, Police Watch Commanders, Parks Maintenance Technician, and Parks Facility Worker. Commissioner Clark stated she did not agree with the modifications and removing the positions. Commissioner Harrison did not agree with removing the Parks and Recreation positions since the Town is growing and the department was doing so much for the community.

Commissioner Miles asked to remove the Program Manager position as well. There was consensus among the Board to leave the Program Manager position in the budget.

Commissioner Baxter stated those changes would leave the tax rate at its current 57.5¢

Mayor York stated there would be a five-minute recess for staff to calculate the numbers for the budget modifications made by the Board.

The meeting reconvened at 6:53pm.

Taiwo Jaiyeoba stated that the Administrative Assistant to the Board, pedestrian bridge, Town Hall and Police renovations were all removed. The Board added \$15,000 for cubicles. The \$50,000 Town Hall renovation, \$1.4M splash pad, \$300,000 compression costs were removed. The dug-out shades remained in the budget. The 10% salary increases for Public Works, Police and Fire Departments including their respective department heads were added. All other departments would receive a 3% increase with a possible 5% merit increase.

A pay equity and adjustment study was added for \$10,000, Gill Street Parks bathrooms for \$500,000 remained in the budget. The seven new positions Budget Analyst, Transportation Planner, Police Detectives, two Police Watch Commanders, Parks Maintenance Technician, and Parks Facility Worker were removed. Those changes would make the tax rate 57.7¢

Commissioner Baxter asked staff not to allocate the \$1,050,000 parks acquisition funds until a new Town Manager was hired and a plan was in place on how those funds would be spent.

There was discussion about the .2¢ tax rate increase. Commissioners Davis, Baxter, Miles and Clark agreed with the increase. Commissioner Harrison stated taxes would need to be increased as a growing Town and needed resources.

Commissioner Baxter made a motion, second by Commissioner Harrison to approve FY 2025 budget as amended with a tax rate of 57.7¢.

Commissioner Miles stated the Board understood the importance of every position.

Commissioner Harrison stated there were three departments eligible for a possible 15% increase while all other departments were at a possible 8% increase.

There was no further discussion, and the motion passed with a vote 4 to 1 with Commissioners Baxter, Miles, Davis and Harrison voting in favor and Commissioner Clark voting in opposition.

#### **CLOSED SESSION**

Commissioner Davis made a motion, second by Commissioner Miles to go into closed session for personnel discussions as permitted by §143-318.11(6). There was no discussion and the motion passed unanimously.

NOTE: In closed session, Commissioner Baxter made a motion, second by Commissioner Harrison to come out of closed session. There was no discussion and the motion passed unanimously.

Commissioner Baxter made a motion, second my Commissioner Davis to adjourn. There was no discussion and the motion passed unanimously.

Adopted this the 2<sup>nd</sup> day of December 2024.

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Glenn L. York—Mayor

SEAL

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Lisa M. Markland, CMC—Town Clerk

**Zebulon Board of Commissioners**  
**Minutes**  
**August 5, 2024**

Present: Mayor Glenn York, Quentin Miles, Amber Davis, Jessica Harrison, Beverly Clark, Taiwo Jaiyeoba-Interim Town Manager, Lisa Markland-Human Resources Director, Chris Ray-Public Works, Jacqui Boykin-Police, Chris Perry-Fire, Sheila Long-Parks & Recreation, Bobby Fitts-Finance, Michael Clark-Planning, Kaleb Harmon-Communications, Eric Vernon-Town Attorney

Absent: Shannon Baxter

Mayor York called the meeting to order at 6:00pm.

**PLEDGE OF ALLEGIANCE**

The pledge of allegiance was led by Commissioner Harrison.

**APPROVAL OF AGENDA**

Mayor York asked to add Polihire's report to the agenda.

Commissioner Miles asked to add a discussion for waiving field fees for two local football teams.

Commissioner Harrison made a motion, second by Commissioner Clark to approve the agenda as amended. There was no discussion and the motion passed unanimously.

Mayor York stated there would be a moment of silence in honor of former commissioner Curtis Strickland.

Mayor York explained the family for the proclamation was running late and would be moved to later in the meeting.

**PUBLIC COMMENT**

Dallas Pearce spoke about an incident that occurred with Commissions Baxter and Miles after the June 11, 2024 Board of Commissioners work session. Mr. Pearce stated their behavior should not be condoned and they should resign from the Board. If they did not resign there should be a public hearing to see if they should be sanctioned and censored for their conduct.

Carnell Taylor spoke in support of Dallas Pearce and his character.

Miranda Todd Harrison spoke on behalf of her family to ask the Board not to approve the rezoning of 901 Mack Todd Road.

Dametria Falling expressed concerns about people walking through private properties early in the morning and security issues.

Ofelia McCoy, the new President at the Zebulon Lion's Club, spoke about the club and the possibility for a pocket park at the Chamblee House on Horton St.

George Roa and Officer Mitchell updated the Board about the youth football team and thanked the Board for their support.

## **PROCLAMATION**

Mayor York read the Proclamation recognizing Terry Wayne Hunter, Jr.

## **CONSENT**

### *A. Minutes*

Commissioner Miles made a motion, second by Commissioner Harrison to approve the March 28, 2024 work session minutes. There was no discussion and the motion passed unanimously.

Commissioner Miles made a motion, second by Commissioner Harrison to approve the April 8, 2024 joint public hearing minutes. There was no discussion and the motion passed unanimously.

Commissioner Miles made a motion, second by Commissioner Harrison to approve the April 18, 2024 work session minutes. There was no discussion and the motion passed unanimously.

Commissioner Miles made a motion, second by Commissioner Harrison to approve the May 6, 2024 regular meeting minutes. There was no discussion and the motion passed unanimously.

Commissioner Miles made a motion, second by Commissioner Harrison to approve the May 9, 2024 work session joint public hearing minutes. There was no discussion and the motion passed unanimously.

Commissioner Miles made a motion, second by Commissioner Harrison to approve the Wake County tax report for April 2024. There was no discussion and the motion passed unanimously.

Commissioner Miles made a motion, second by Commissioner Harrison to approve Ordinance 2025-01, 2024 Budget Amendment Rollovers. There was no discussion and the motion passed unanimously.

Commissioner Miles made a motion, second by Commissioner Harrison to approve Ordinance 2025-02 FY '24 Donation and Grants rollovers. There was no discussion and the motion passed unanimously.

Commissioner Miles made a motion, second by Commissioner Harrison to approve Ordinance 2025-03 United Arts Council Grant. There was no discussion and the motion passed unanimously.

Commissioner Miles made a motion, second by Commissioner Harrison to approve Ordinance 2024-04 and Ordinance 2024-05 - Fire Station 2 – Capital Project Fund. There was no discussion and the motion passed unanimously.

## **NEW BUSINESS**

### *A. Polihire Update on Town Manager Search*

Taiwo Jaiyeoba introduced Kenyatta Uzzell with Polihire. Kenyatta Uzzell gave an update about the Town Manager search. There was a strong response from the posting and the applications would be available for the Board's review by the end of August.

Commissioner Harrison thanked Polihire for their work.

### *B. Community and Economic Development*

#### *i. Strategic Plan*

Shannon Johnson spoke about the process to develop the Community and Economic Development Strategic Plan.

Commissioner Miles asked Shannon Johnson to read out the five focus areas of the strategic plan. Those included:

- Leverage regional assets
- Inclusive economy
- Key economic growth areas
- Support for businesses
- Economic readiness

Commissioner Harrison made a motion, second by Commissioner Davis to approve the Community and Economic Development Strategic Plan. There was no discussion and the motion passed unanimously.

### *C. Fire Department*

#### *i. Memorandum of Understanding*

##### *a. Wake County*

Chris Perry explained that the Town of Zebulon had contracted with Wake County since 2000 to provide fire services to the unincorporated areas around the corporate limits of Zebulon. The contract included a provision of fire and medical first responder services.

The current agreement for fire protection services would expire on June 30, 2025. This amendment was initiated by County staff to outline three contract changes:

1. To modify the funding methodology which the County used to share costs of apparatus and vehicles, from a reimbursement format to an annual contribution format; and,
2. To pay off the existing debt owed by the County to the Town on existing vehicles; and,
3. To update language relative to the effect of future fire stations on cost share.

Commissioner Miles asked what was done with old vehicles when a new one was purchased. Chris Perry explained if the County paid for a portion of the vehicle they would receive a portion of the proceeds of the sale.

Commissioner Davis made a motion, second by Commissioner Miles to approve the Memorandum of Understanding with Wake County. There was no discussion and the motion passed unanimously.

b. Johnston County

Chris Perry explained since April 2014, the Town of Zebulon had contracted with Johnston County to provide fire services to a small portion of their county. The current agreement for fire protection services covered a period through June 30, 2024. Near the end of June, Johnston County provided a new agreement for an additional year, expiring June 30, 2025. Primarily, changes within the contract related to Johnston County's change from individual tax districts to a single, county-wide tax. This arrangement allowed Johnston County to distribute funding as needed across the county.

Commissioner Davis made a motion, second by Commissioner Miles to approve the Memorandum of Understanding with Johnston County. There was no discussion and the motion passed unanimously.

ii. Fire Engine Replacement Appropriation – Ordinance 2025-06

Chris Perry explained that fire engines were currently replaced based upon a twenty-year life cycle. Due to the substantial increase in incidents in recent years, staff discussed with the Board the need to move to a more frequent replacement of fire engines. Fire engine production time can exceed 36 months in today's market. The Fire Department's oldest fire engine was built in 2007 and is nearing its replacement date. Delaying the order would increase the purchase price by 1-2% per quarter. The anticipated cost of the replacement fire engine was \$1,000,000.

Commissioner Clark made a motion, second by Commissioner Miles to approve Ordinance 2025-06 – Fire Engine Replacement Appropriation. There was no discussion and the motion passed unanimously.

iii. Fire/EMS Station Design Professional Services Agreement

Chris Perry stated the Town of Zebulon had been working jointly with Wake County on a project to construct a Fire/EMS station behind the municipal complex. In April, 2024, the Board approved an amendment to the Memorandum of Understanding, which included several next steps in the design process. That MOU included a budget for services, which included the design services to develop construction drawings. This professional services agreement was consistent with the MOU approved in April, 2024 and required Board approval due to the contract amount. ADW Architects, PA was selected by Wake County as their public safety designer through a qualifications-based selection process in 2023. The agreement had been reviewed by the Town attorney, the Wake County attorney, and the United States Department of Agriculture (USDA).

Commissioner Harrison made a motion, second by Commissioner Miles to approve the Fire/EMS Station Design Professional Services Agreement. There was no discussion and the motion passed unanimously.

*D. Parks and Recreation*

*i. Sustainability Board*

Sheila Long explained that the Board of Commissioners funded expanding the sustainability efforts related to joining Bee City USA with adoption of the FY '24 Budget Ordinance. A Sustainability Board, advising the Board of Commissioners regarding environmental sustainability issues such as environmental protection and urban forestry, recycling, and energy use, can support obligations of the Bee City USA and Tree City USA programs.

At the May 15, 2024 work session, the Board of Commissioners provided direction to staff to bring forward Ordinance changes that create the Sustainability Board and possibly assign duties to the Parks and Recreation Advisory Board. The Board also requested to hear from the Parks and Recreation Advisory Board about serving as the Sustainability Board. The Parks and Recreation Advisory Board met on May 20, 2024. The Advisory Board by unanimous vote provided the below feedback to the Board of Commissioners:

The Parks & Recreation Advisory Board believes that bees and trees are critical to the environment. There is a concern that there might be a lack of knowledge and interest on the Advisory Board in order to see it through to make a lasting impact. While they feel that there may be some connection to the Parks & Recreation Advisory Board, they feel there may be some in the community with more interest and expertise that would be a better fit. If it is assigned to the Parks & Recreation Advisory Board, they want to make sure they have access to the resources and consultants needed to see it through.

At the June 3, 2024 regular meeting, the Board of Commissioners adopted Ordinance 2024-49 to establish the Sustainability Board and Resolution 2024-26 to become a Bee City USA affiliate community. The Board did not make appointments to the Sustainability Board at their June meeting.

The Parks and Recreation Advisory Board met on July 15, 2024 and reviewed the Sustainability Board Appointment and Action Plan Proposal. The Advisory Board unanimously voted to recommend approval of the Sustainability Board Appointment and Action Plan Proposal as presented by staff. Discussion by the Advisory Board indicated the proposal balanced the desires of the Board of Commissioners and the Advisory Board while offering a manageable approach to starting a new board. The Sustainability Board Action Plan was shown.

The Board was asked for their consideration to appoint the duties of the Sustainability Board to the Parks & Recreation Advisory Board until members of the Sustainability Board could be appointed.

Commissioner Miles stated he wanted to hear Commissioner Baxter's feedback regarding moving forward with the Sustainability Board.

Commissioner Harrison made a motion, second by Commissioner Clark to appoint the duties of the Sustainability Board to the Parks & Recreation Advisory Board until members of the



Sustainability Board could be appointed. There was no discussion and the motion passed unanimously.

Mayor York stated there would be a five-minute recess.

The meeting reconvened at 7:19pm.

## **OLD BUSINESS**

### *A. Planning*

#### i. 901 Mack Todd Road – Conditional Zoning – Ordinance 2025-07

Cate Farrell showed the standards for Section 2.2.25.J

1. Health, Safety and Welfare
2. Appropriate for Location
3. Reasonable in the Public Interest
4. Other Relevant Factors

The applicant for 901 Mack Todd Road was TMTLA and the current zoning was R4-C with a proposed zoning of Planned Development. The property was approved for a bungalow court in 2021 and the conditions were shown. The future land use map, timeline of activity, and concept plan were shown. There would be 13 townhomes and three open space areas. The urban open space area included a pocket park, outdoor grill, two picnic tables, pollinator garden, community garden and a dog park. The road improvements were discussed including a two-lane median divided road with the developer being responsible for the curb and gutter and sidewalk on their side of the property and a lane widening to accommodate the future median. The architectural design was shown. The developer met the required 60 points of the Utility Allocation Policy.

The Planning Board recommended approval of PD 2024-02 for 901 Mack Todd Road finding that the standards of Section 2.2.25.J and Section 3.5.5 had been met and the request was consistent with the Comprehensive Land Use Plan. Since the June Public Hearing the developer removed the language that prohibited mass grading.

Pam Porter with TMTLA Associates gave a site overview, showing the concept plan and architectural standards. The zoning conditions were shown and it was explained the mass grading condition was removed. In 2023 there was a neighborhood meeting held with no one in attendance.

Commissioner Miles asked about having a meeting with the family that spoke in opposition to the planned development. Ms. Porter stated they were open to holding another meeting with neighbors to clear up any misconceptions of the development.

Commissioner Harrison spoke about the gravesite near the property and stated it was challenging to overlook a petition with 176 names. The applicant was encouraged to have a conversation with the citizens.

Commissioner Harrison made a motion, second by Commissioner Miles to table 901 Mack Todd Road – Conditional Zoning – Ordinance 2025-07 to the October 7, 2024 meeting.

Commissioner Harrison asked to hear back from the family and TMTLA Associates after the meeting.

There was no further discussion and the motion passed unanimously.

*B. Parks and Recreation*

*i. Gill Street Park – DEQ*

Sheila Long explained the Town has been considering the construction of various improvements at Gill Street Park. The NC Department of Environmental Quality (“DEQ”) has classified the Park as a Pre-Regulatory Landfill site, subject to regulation under DEQ’s Pre-Regulatory Landfill Program (“Program”). Given the Park’s historic use as a landfill, staff thought it was necessary to have a subsurface soil assessment done in the areas most likely to be disturbed during construction.

Staff worked with Wyrick Robbins to contract with Mid-Atlantic Associates, Inc. (“Mid-Atlantic”), to conduct the needed subsurface soil sampling. Subsurface and surface samples showed lead contamination at levels in excess of the DEQ’s standards. Interim measures were taken by staff to limit access to areas with elevated lead levels. Mid-Atlantic summarized its subsurface and surface sampling results in a May 29, 2024 report. The Board of Commissioners was provided the report in May and Mid-Atlantic’s report was submitted to DEQ. DEQ responded offering to complete an additional, more thorough investigation at the Park. More detailed information regarding the Program, the Program’s offer and the likely timelines associated with the Program’s proposed work was handed out to the Board.

Grady Shields of Wyrick Robbins spoke about the State’s Program for additional sampling at their expense. Once the Town had those results, there would be a better understanding of the timeframe and cleanup expenses. There were discussions about the timeline of the Program and staff spoke about the due diligence process with DEQ.

The Board asked staff to continue giving updates on the process.

Commissioner Harrison made a motion, second by Commissioner Miles to authorize staff to engage in the DEQ Program and agreement. There was no discussion and the motion passed unanimously.

*C. General*

*i. Reimbursement of Expenses for Interim Town Manager*

Bobby Fitts reviewed the Interim Town Manager’s lodging and travel reimbursement of expenses.

Commissioner Miles stated he thought \$255 per night was reasonable for local accommodations. Commissioner Harison suggested making the reimbursement up to \$255 per night.

Commissioner Miles made a motion, second by Commissioner Harrison to approve the maximum reimbursement of hotel accommodations for the Interim Town Manager as \$255 per night. There was no discussion and the motion passed unanimously.

Board of Commissioners  
Minutes  
August 5, 2024

Commissioner Miles made a motion, second by Commissioner Davis to approve reimbursement of the Interim Town Manager's lodging and travel expenses from June 10, 2024 to July 9, 2024 and future expenses through the end of the contract. There was no discussion and the motion passed unanimously.

*D. Football Fee Waiver*

Commissioner Miles stated he wanted to discuss helping the Bearcats and Aggies Football teams by waiving fees for both teams. Sheila Long stated she provided an analysis to the Board at a May work session. The Board did have \$25,000 in strategic plan grants.

George Roa spoke on behalf of the Bearcats explaining they received their 501(c)(3) and were asking for a fee waiver for the field use for practices and games. There would be further discussion at the work session.

**BOARD COMMENTS**

Commissioner Davis thanked the Board for their work and dedication.

Commissioner Clark stated she wanted a procedure for the Board to appoint people to appointed boards.

Commissioner Harrison expressed concerns about the state of Wedgewood Shopping Center and spoke about The Black Elected Municipal Officials Conference she attended. Shannon Johnson was asked to meet with members to discuss property rights and gentrification.

Mayor York spoke about Curtis Stickland's legacy and continuing his work for the betterment of the Town.

**MANAGER'S REPORT**

Adam Culpepper gave a monthly development update.

Chris Ray gave updates on the Christmas parade and the transportation bond education campaign.

Taiwo Jaiyeoba stated the Government Financial Officers Association awarded the Town a Certificate of Achievement for Excellence in Financial Reporting which was the Town's 31<sup>st</sup> consecutive year receiving the award.

Lisa Markland gave an HR update.

Mayor York stated the Board would go into Closed Session as allowed by GS § 143-318.11 (a)(6)

1. Acquisition of Property located at 2900 Zebulon Road, owned by Stephen Mitchell and Connie Brayboy for the purpose of possible conservation.
2. Town of Zebulon v. Mayo et al. / Case #21-CVS-015054-910 , Wake County
3. Deacon Development Group, LLC v. Town of Zebulon / Case #24-CVS-020692-910
4. Personnel Discussions

Board of Commissioners  
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Commissioner Miles made a motion, second by Commissioner Clark to go into closed session. There was no discussion and the motion passed unanimously.

NOTE: In closed session, Commissioner Davis made a motion, second by Commissioner Harrison to come out of closed session. There was no discussion and the motion passed unanimously. Commissioner Clark made a motion, second by Commissioner Harrison to adjourn. There was no discussion and the motion passed unanimously.

Adopted this the 2<sup>nd</sup> day of December 2024.

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Glenn L. York—Mayor

SEAL

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Lisa M. Markland, CMC—Town Clerk

**Zebulon Board of Commissioners**  
**Work Session**  
**Minutes**  
**August 15, 2024**

Present: Mayor Glenn York, Jessica Harrison, Beverly Clark, Quentin Miles, Shannon Baxter, Amber Davis, Taiwo Jaiyeoba-Interim Town Manager, Lisa Markland-Town Clerk, Chris Ray-Public Works, Bobby Fitts-Finance, Jacqui Boykin-Police, Michael Clark-Planning, Sheila Long-Parks and Recreation, Kaleb Harmon-Communications, Shannon Johnson-Economic Development, Sam Slater-Attorney

Mayor York called the meeting to order at 6:00pm.

**APPROVAL OF AGENDA**

Commissioner Harrison made a motion, second by Commissioner Clark to approve the agenda. There was no discussion and the motion passed unanimously.

Taiwo Jaiyeoba introduced Tonya Easterwood as the new IT Director.

**COASTAL CAROLINA RAILWAY, LLC NORTH ALLEY AGREEMENT – ORDINANCE 2025-08**

Chris Ray presented the Memorandum of Understanding with Coastal Carolina Railway, LLC for public access and utility installation in an adjacent alley. Staff had 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 worked with CLNA Railroad Association 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 service. The Town Attorney and staff have reviewed and think the agreement meets the Town's needs

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

1. Construct a fence delineating the boundary between the alley and railroad right of way.
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 would be forwarded to CLNA for execution along with payment for demolition services.

Commissioner Baxter made a motion, second by Commissioner Miles to approve Ordinance 2025-08. There was no discussion and the motion passed unanimously.

Commissioner Baxter made a motion, second by Commissioner Clark to approve the Memorandum of Understanding between the Town of Zebulon and Coastal Carolina Railway, LLC. There was no discussion and the motion passed unanimously.

#### **MICROTRANSIT INTERLOCAL AGREEMENT**

Cate Farrell explained in 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 12, 2024 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 was required. The program would remain a fare free service.

Commissioner Baxter made a motion, second by Commissioner Miles to approve the Microtransit Interlocal Agreement. There was no discussion and the motion passed unanimously.

#### **REVIEW OFFICER APPOINTMENTS – RESOLUTION 2025-01**

Lisa Markland explained there needed to be an update on procedures for recording maps and plats. The Town of Zebulon may appoint Review Officers for consideration by the Wake County Board of Commissioners to ensure an expeditious review of all maps and plats before they are presented to the Wake County Register of Deeds for recording.

Staff requested updating the current list of Review Officers to remove Michael Clark and Adam Culpepper and adding Chris Ray and Cate Farrell.

Commissioner Baxter stated Adam Culpepper's name was not listed on the Resolution. Staff explained Mr. Culpepper could be added to the Resolution in the motion.

Commissioner Baxter made a motion, second by Commissioner Davis to approve Resolution 2025-01 adding Adam Culpepper's name to have him removed as a review officer to the Resolution. There was no discussion and the motion passed unanimously.

#### **FOOTBALL FIELD USE FEES**

Sheila Long stated the Board of Commissioners received a fee schedule and cost analysis for the Bearcats field rentals at their May 15, 2024 work session per their request. At the August 5, 2024 meeting, staff was asked to return to the August work session with a cost analysis for field use of the Bearcats and the Aggies. Staff provided the applied rental rate and expected costs to the Town. The total town expense for the Bearcats was \$3,400 and \$0 for the Aggies. Staff spoke about how this instance could be an opportunity for strategic plan grants.

Commissioner Baxter stated she wanted to be able to move forward with the fees for the Bearcats and hold a strategic plan goal setting session at the next work session. It was stated the Aggies had not come before the Board like the Bearcats had and once the goals were set, they could come before with the Board with their request as a 501(c)(3).

Board of Commissioners  
Minutes  
August 15, 2024

Taiwo Jaiyeoba cautioned the Board on taking action before goals were set. Commissioner Harrison stated there were several nonprofits that spoke to the Board requesting strategic grants and wanted to award them as well. Each group needed to have an equal opportunity. Commissioner Baxter stated this was a fee waiver request and not a strategic plan grant request. Staff explained there was a policy in place to protect the Board and the strategic plan grant included other expenses other than the fee waiver.

Commissioner Baxter made a motion, second by Commissioner Harrison to waive the football field use fees for the Bearcats.

Commissioner Miles stated the Board also needed to consider waiving the fees for the Aggies. Commissioner Harrison agreed that the Board did need to help them but they had not asked for assistance. There were concerns that the Aggies were not a 501(c)(3). Sam Slater explained the Board needed to know the entity to allocate the funds to since the Aggies were not an official 501(c)(3). For the motion purposes the recipient would need to be identified.

Lisa Markland asked about what fees were being waived.

Commissioner Baxter stated it would be the remainder of the total town expense which was \$3,345.00.

There was no further discussion, and the motion passed with a vote 4 to 1 with Commissioners Baxter, Miles, Davis and Harrison voting in favor and Commissioner Clark voting in opposition.

Commissioner Harrison asked for an update on the strategic plan grants. Sheila Long stated that it was not a process she facilitated but understood staff would bring that back to the Board at their September meeting.

The Board would like staff to bring back the process of allocating the \$20,000 in strategic plan grants at the September meeting.

Taiwo Jaiyeoba provided an update to the Board on the search for a Town Clerk.

Commissioner Harrison made a motion, second by Commissioner Baxter to adjourn. There was no discussion and the motion passed unanimously.

Adopted this the 2<sup>nd</sup> day of December 2024.

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Glenn L. York—Mayor

SEAL

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Lisa M. Markland, CMC—Town Clerk



**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  
TARA WATERS

November 5, 2024

Ms. Lisa Markland  
Town Clerk  
Town of Zebulon  
1003 North Arendell Avenue  
Zebulon, North Carolina 27597

Dear Ms. Markland:

The Wake County Board of Commissioners, in regular session on November 4, 2024, approved and accepted the enclosed tax report for the Town of Zebulon.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Yvonne Gilyard", written over the printed name.

Yvonne Gilyard  
Clerk to the Board  
Wake County Board of Commissioners

Enclosure(s)



WAKE COUNTY TAX ADMINISTRATION

09/01/2024 - 09/30/2024

DATE 10/03/2024  
TIME 2:01:17 PM

Rebate Detail Report

ZEBULON

REBATE NUM	PROPERTY	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	YEAR FOR	BILLING TYPE	OWNER
BUSINESS REAL ESTATE ACCOUNTS											
893234	7,845.43	0.00	0.00	0.00	7,845.43	9/18/2024	0000034548	2024	2024	000000	TEB 0, LLC
893241	169.91	0.00	0.00	0.00	169.91	9/18/2024	0000053206	2024	2024	000000	PARRISH REALTY CO OF ZEBULON INC
891507	164.93	0.00	0.00	0.00	164.93	9/3/2024	0000053207	2024	2024	000000	PARRISH REALTY CO OF ZEBULON INC
SUBTOTALS FOR BUSINESS REAL ESTATE ACCOUNTS					8,180.27	8,180.27	3 Properties Rebated				
INDIVIDUAL PROPERTY ACCOUNTS											
894313	0.00	0.00	248.08	0.00	248.08	9/27/2024	0006891596	2024	2024	000000	FIFTH THIRD EQUIPMENT FINANCE COMPANY
891491	200.30	30.00	0.00	0.00	230.30	9/4/2024	0007031432	2024	2023	000000	GREENWAY, TROY ELLIS
SUBTOTALS FOR INDIVIDUAL PROPERTY ACCOUNTS					478.38	478.38	2 Properties Rebated				
TOTAL REBATED FOR ZEBULON					8,380.57	8,658.65	8,658.65	5 Properties Rebated for City			
GRAND TOTAL					487,746.93	475.00	610.38	0.00	488,832.31	488,832.31	187 Properties Rebated for all Cities

STAFF REPORT  
WAKE COUNTY FIRE ACADEMY  
FUNDING AGREEMENT AMENDMENT  
DECEMBER 2, 2024

**Topic:** Wake County Fire Academy – Funding Agreement Amendment  
**Speaker:** Chris Perry, Fire Chief  
**From:** Chris Perry, Fire Chief  
**Prepared by:** Chris Perry, Fire Chief  
**Approved by:** Taiwo Jaiyeoba, Interim Town Manager

**Executive Summary:**

The Board of Commissioners will consider executing an amendment to the agreement with Wake County to utilize American Rescue Plan Act (ARPA) funds to recruit and train three career firefighters in Academy 16.

**Background:**

On May 6, 2024, the Board of Commissioners approved an agreement with Wake County to recruit and train three career firefighters using ARPA funds. The recruitment plan was aimed at improving the diversity of career firefighters in Wake County and utilized ARPA funds to cover all related expenses, including salaries and benefits, personal protective clothing/uniforms, and educational expenses such as textbooks and study materials. Three employees were hired and have been in the academy since October 14, 2024. They are expected to graduate in mid-June, 2025.

ARPA funds must be spent or encumbered prior to December 31, 2024. Additional language is necessary to the approved funding agreement to satisfy the encumber requirements and allow the funds to be used past the end of this year. The amendment, as proposed, meets those requirements.

**Discussion:**

Board approval of the Funding Amendment Agreement for Fire Academy 16 (attached) to extend the term of the agreement to December 31, 2026.

**Fiscal Analysis:**

The funding agreements stipulates Wake County will reimburse the Town for personnel expenses using ARPA funding for the firefighters in FY25 (estimated at \$154,000). On July 1, 2025, the Town and Wake County will share costs of the three positions in accordance with the established cost share agreement.

**Policy Analysis:**

The Code of Ordinances (33.02) defines the Town's responsibility for providing firefighting, medical responder, and vehicle extrication services. These additional firefighter positions go towards providing those services.

N.C.G.S. 160A-461 authorizes units of local government to enter into contracts or agreements with each other in order to execute any undertaking.

**Staff Recommendation:**

Staff recommends approving the Funding Agreement Amendment for Fire Academy 16.

**Attachments:**

1. Funding Agreement Amendment for Fire Academy 16

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**AMENDMENT**

This **AMENDMENT** made and entered into the 20<sup>th</sup> day of November 2024, by and between the County of Wake, a body politic and corporate of the State of North Carolina, hereinafter referred to as “**COUNTY**” and Town of Zebulon, hereinafter referred to as “**DEPARTMENT**”;

**WITNESSETH**

That **WHEREAS**, the **COUNTY** and **DEPARTMENT** have an existing legal contract specifying services, terms and conditions under which the **DEPARTMENT** provides specified services to the **COUNTY**; and,

**WHEREAS**, the Parties executed the **AMERICAN RESCUE PLAN ACT SUBRECIPIENT FUNDING AGREEMENT FOR FIRE ACADEMY 16** on October 18, 2024; and,

**WHEREAS**, the Parties desire amend the Agreement to provide specified amounts payable under the Agreement to ensure compliance under the American Rescue Plan Act (“ARPA”); and

**WHEREAS**, **COUNTY** desires to establish maximum amounts payable to the Department under the current contract; and,

**WHEREAS**, **COUNTY** and **DEPARTMENT** wish to extend the term of the contract; and

**WHEREAS**, the Department accepts the designation of funds and is desirous of a continued relationship with the **COUNTY** to provide these services.

**NOW, THEREFORE**, and in consideration of the continued services offered by the **DEPARTMENT** and agreed to by the **COUNTY**, the **COUNTY** and **DEPARTMENT** mutually agree to amend the Agreement as follows:

Section 1. Term of Agreement. This section shall be modified to extend the term of the Agreement to December 31, 2026.

Section 2. General Funding Provisions:

- 2.2 COUNTY shall reimburse DEPARTMENT for actual expenses incurred for:
- a) Recruitment Materials (flyers, advertising costs, posters, etc.)
  - b) Agility Course Materials (rope, rescue dummies or manikins, fire hose, adapters, fire nozzles, assessor meals, Gatorade, water, misting fans, tents, portable toilets and showers, helmets, gloves, Kiser force machine, sledgehammers, etc.)
  - c) NFPA Physicals associated with new hires
  - d) Background checks, driver’s license checks, and fingerprinting costs
  - e) Fire and EMS Textbooks and study guides
  - f) EMT State Testing Costs
  - g) Office Supplies related to Fire Academy
  - h) Uniform Items (T-Shirts, Sweatshirts, Ballcaps, Toboggans, Shorts, Sweatpants, Work pants, black belts, Polo shirts, Black Duty Boots, etc.)

- i) Personal Protective Equipment - PPE (Coats, Pants, Suspenders, Helmets, SCBA, Gloves, SCBA Masks, Mask Bags, Particulate Hoods, Boots, Reflective Vests, Safety Glasses, Bullet Proof Vests and Ballistic Helmets)
- j) Personal Protective Equipment Rental Fees
- k) Consumables and Equipment related to Fire Academy
- l) Damage to departments apparatus or equipment directly related to the Fire Academy Use
- m) Salary and benefits during the term of the contract
- n) Other County approved eligible expenses

The Parties agree that the County's maximum amount payable to the Department is **\$450,000** with no minimum payment guarantee. The Department shall provide Wake County with written documentation of requested reimbursements monthly and any additional information requested by Wake County Fire Services. All reimbursements are subject to the approval of Wake County Fire Services prior to payment. Notwithstanding any other provision of this Agreement, the County's financial obligation under this Agreement is contingent upon the appropriation and availability of funds for each fiscal year. If sufficient funds are not appropriated to continue payments under this Agreement, the County may terminate by giving written notice to the Department. Such termination shall not constitute a breach of this Agreement.

All other rights, terms, and considerations currently contained in this contract remain in effect.

**IN WITNESS WHEREOF**, the parties hereto have executed or caused to be executed by both parties this amendment in three (3) copies, each of which shall be deemed to be an original, on the day and year first above written.

**THE COUNTY OF WAKE**

By \_\_\_\_\_ Date \_\_\_\_\_

Title: **Director of Fire Services & Emergency Management**

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

\_\_\_\_\_  
**FINANCE DIRECTOR**

The person responsible for monitoring the contract performance requirements is Joseph Vindigni.

\_\_\_\_\_ **Department Head Initials**

**TOWN OF ZEBULON**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

STAFF REPORT  
FIRE ENGINE REPLACEMENT PURCHASE  
DECEMBER 2, 2024

**Topic:** Fire Engine Replacement Purchase  
**Speaker:** Chris Perry, Fire Chief  
**From:** Chris Perry, Fire Chief  
**Prepared by:** Chris Perry, Fire Chief  
**Approved by:** Taiwo Jaiyeoba, Interim Town Manager

**Executive Summary:**

Consideration of purchase of a Fire Engine through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing program.

**Background:**

On August 5, 2024, the Board of Commissioners approved an appropriation of capital funding for a replacement fire engine, estimated at a cost of \$1,000,000. The current production and delivery time of fire engines are from 36-42 months. The department's oldest fire engine was built in 2007 and it's necessary to order a replacement to meet our current replacement cycle.

The H-GAC cooperative purchasing program enables local governments to purchase goods and services that have been competitively bid at a national level, and in accordance with state statutes. This program typically provides pricing better than that which can be obtained through local bidding.

A committee of both career and volunteer fire department personnel developed specifications of the truck, designed to meet the needs of the department and the community for the next 15+ years. Due to desire to maintain consistency with our current fleet and a product offering which met our needs and specifications, pricing was obtained for the vehicle from Pierce Manufacturing, Inc through their dealer, Atlantic Emergency Solutions, Inc., using the H-GAC pricing. Atlantic Emergency Solutions, Inc. provided the following proposals:

One (1) 2028 Pierce Enforcer Custom Pumper based upon fire department specifications, including a custom cab with seating for 5, 450HP Cummins diesel engine, 5 speed automatic transmission, 1500 GPM pump, 1000 gallon tank, 47,000 lb GVWR, and a delivery time of not to exceed 42 months.....\$948,772.00

**Discussion:**

The discussion before the Board is the approval of the purchase of this fire department vehicle.

**Fiscal Impact:**

The cost of the truck, as proposed, includes a discount for prepayment of the vehicle. Prepayment of the vehicle results in a discount of \$174,000 and has been vetted by Finance Director Bobby Fitts. This arrangement results in payment in full for the vehicle after purchase order issuance and is protected by a bond, obtained by the dealer.

As proposed, the vehicle meets the specifications as developed by the department and are within the budgeted allocation. Remaining items to be paid or purchased for these vehicles are:

- Highway Use Tax and Tags

STAFF REPORT  
FIRE ENGINE REPLACEMENT PURCHASE  
DECEMBER 2, 2024

- **Miscellaneous Equipment (Not Already Included)** – Some loose equipment (such as ladders, pike poles, etc.) is included in the above pricing. Some equipment (such as hose, SCBA, etc.) will be moved from the existing vehicles to these new vehicles. The remaining equipment needed (such as flashlights, axes, etc.) will need to be purchased.

**Policy Analysis:**

The Town of Zebulon Purchasing Policy and N.C.G.S. §143-129 requires all formal purchases greater than \$90,000 to be awarded by the Board of Commissioners. The purchase of these fire trucks are exempt (as permitted by N.C.G.S. §143-129(e)(3)) from the formal bidding process since the purchase is being made through H-GAC cooperative purchasing, a formally organized purchasing program that offers competitively obtained purchasing services at discount prices to public agencies.

**Staff Recommendation:**

Staff recommends approval of the purchase of the Pierce Enforcer Custom Pumper through the H-GAC program, as proposed by Atlantic Emergency Solutions, Inc.

STAFF REPORT  
RESOLUTION 2025 – 07  
REIMBURSEMENT RESOLUTION – FINANCING OF  
FIRE & EMS BUILDING  
DECEMBER 2, 2024

**Topic: Resolution 2025 - 07 – Reimbursement Resolution – Financing of Fire & EMS Building**

From: Bobby Fitts, Finance Director  
Prepared by: Bobby Fitts, Finance Director  
Chris Ray, Public Works Director  
Approved by: Taiwo Jaiyeoba, Interim Town Manager

**Executive Summary:**

The Board of Commissioners will consider a resolution regarding the financing for the Fire & EMS Building.

**Background:**

With the adoption of the Fire Station Capital Project Fund budget, funds have been budgeted for the land purchase, design and construction of a new Fire & EMS Building with the intent to finance the facility through a twenty-year financing agreement.

The purchase of the land and design work has begun before financing is in place by declaring the Town's intent to finance the construction of the facility.

**Discussion:**

Adoption of Resolution 2025-07 officially declares the Town's intent to finance the design and construction of a Fire & EMS Building with debt proceeds with the intent to reimburse itself with said proceeds of the debt for expenditures incurred by it prior to the financing of the project.

**Policy Analysis:**

NC General Statute 160A-20 allows a local government to purchase, finance or refinance the purchase of real or personal property by installment contracts that create in some or all of the property purchased a security interest to secure payment of the purchase price.

**Staff Recommendation:**

Staff recommends approval of Resolution 2025-07.

**Attachments:**

1. Resolution 2025-07

## RESOLUTION 2025 – 07

### DECLARATION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF ZEBULON OF OFFICIAL INTENT TO REIMBURSE

**WHEREAS**, this declaration (the “Declaration”) is made pursuant to the requirements of the United States Treasury regulations Section 1.103-18 and is intended to constitute a Declaration of Official Intent to Reimburse under such Treasury Regulations Section; and

**WHEREAS**, the undersigned is authorized to declare the official intent of the Town of Zebulon (the “Town”) with respect to the matters contained herein.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Town of Zebulon that:

1. **Expenditures to be incurred.** The Town anticipates incurring expenditures (the “Expenditures”) for design & construction of the Fire & EMS Building.
2. **Plan of Finance.** The Town intends to finance the cost of the Projects described above with the proceeds of debt to be incurred by the Town in accordance with the contract method of financing under the authority of North Carolina General Statutes Section 160A-20 as amended by Chapter 708 of the 1989 Session Laws.
3. **Maximum amount to be financed.** The maximum amount to be financed by the Town to complete the Projects is \$4,500,000.
4. **Declaration of Official Intent to Reimburse.** The Town hereby declares its official intent to reimburse itself with the proceeds of the debt for any of the Expenditures incurred by it prior to financing of the Projects.

Adopted this 2<sup>nd</sup> day of December 2024.

ATTEST:

\_\_\_\_\_  
Glenn L. York - Mayor

\_\_\_\_\_  
Lisa M. Markland, CMC - Town Clerk



STAFF REPORT  
FIVE COUNTY STADIUM  
THIRD LEASE AMENDMENT  
DECEMBER 2, 2024

**Topic:** FY 2025 - Third Lease Amendment Agreement  
**Speaker:** Chris D. Ray, Interim Asst. Town Manager  
Eric Vernon, Town Attorney  
Taylor Emory, Town Attorney  
**Prepared by:** Chris D. Ray, Interim Asst. Town Manager  
**Approved by:** Taiwo Jaiyeoba, Interim Town Manager

**Executive Summary:** This report is to provide the Board of Commissioners with general overview of the terms negotiated with the Carolina Mudcats/Brewers on a termination agreement on the lease of Five County Stadium.

**Background:**

The Carolina Mudcats, owned by Steve Bryant, moved to Zebulon in 1990, and the first game was played at Five County Stadium in the spring of 1991. In the summer of 1997, Wake County and the City of Raleigh invested \$15 million into the facility via an interlocal agreement with the Town.

In December of 2002, the Town of Zebulon transferred the majority interest of the stadium to the County. The Town and County became tenants in common, with 85% owned by the County and 15% owned by the Town. On January 1, 2003, the County and Town completed the lease agreement with the Mudcats.

In January of 2017, the controlling interest of the Mudcats was sold to the Milwaukee Brewers. On February 22, 2017, a first amendment to the lease was executed to reflect this change in ownership.

In 2021, the Town of Zebulon and Wake County entered into the first lease extension, which expires December 31<sup>st</sup>, 2027. On April 4, 2022, the Town and County approved a second amendment to the lease, which allowed the Mudcats/Brewers to terminate the lease extension at the end of one year instead of year five. The Mudcats/Brewers did not exercise this option. The Lease is currently set to expire on December 31, 2027.

On April 21, 2024, the Brewers/Mudcats publicly announced a relocation of the Carolina Mudcats to Wilson, NC, effective with the 2026 minor league baseball season. Shortly thereafter, the Mudcats requested an early termination of the lease.

Wake County hired (at their expense) CAA, Icon as subject matter experts (SMEs) to assist with the Town and County with the third lease amendment negotiations for termination of the current contract. CAA, Icon specializes as an owner's representative and strategic management consultant firm for public/private sports and entertainment facility owners and operators, professional franchises, and leagues.

**Policy Analysis:** The Town and County staff, CAA Icon and attorneys for both entities have been working closely with the Mudcats/Brewers to build a framework for decision-making by the County's and Town's respective Boards. MLB has approved the agreement as written.

We believe the proposed agreement (attached) protects the interest of the Town and County, meets our stated goals and lays the groundwork for the next tenant.

STAFF REPORT  
FIVE COUNTY STADIUM  
THIRD LEASE AMENDMENT  
DECEMBER 2, 2024

**Negotiation Goals Framework:**

1. **Goal** - Development of a third amendment to the lease that allows the County and Town to move forward with securing a new tenant/partner to resume sporting, entertainment, and other events in the stadium as early as Spring 2026.

**Result** – the agreement per section 2A sets the termination date at December 31, 2025. Section 2B of the agreement provides the owner the option of granting the Mudcats the rights to use the stadium in 2026 subject to the future tenant. The new tenant will have priority over Mudcats for the purposes of games and other events.

2. **Goal** - Development of a third amendment that provides the County and Town compensation greater than what we would have received if the Mudcats/Brewers remained locked in the lease through 2027.

**Result** - The termination agreement in section 3A and 3B calls for a termination payment of \$ 237,500.00 to be paid by December 31<sup>st</sup>, 2025 and the final rent payment of approximately \$36,500.00 will be due on October 1<sup>st</sup>, 2025.

3. **Goal** - Development of a third amendment that requires the Mudcats/Brewers to remove its personal property at its cost and leave the stadium in good working condition within a reasonable timeframe to accommodate a new tenant. (There is a significant number of personal items, including repainting the elevated tank).

**Result** – the agreement per section 2F requires the Mudcats to remove all personal items and enter into a contract at their cost with the City of Raleigh or its contractor to paint over the logo on the elevated tank.

4. **Goal**- Development of a third amendment that guarantees that neither the County nor Town will have to make MLB-mandated or Mudcats/Brewers-requested improvements to the stadium that will not serve or benefit a new tenant/partner.

**Result**- the agreement per section 2I states that the Town/County no capital improvements are required for compliance with MLB PDL facility standards. In addition, any remaining funds in the capital improvements fund as of December 31, 2025 will remain with the Town and County.

**Financial Analysis:**

The 2024 rent payment of \$34,669.15 has been collected by the County in October consistent with the lease. Annually, the rent amount increases by the Consumer Price Index (CPI).

The third amendment to the lease requires rent payment (est. \$36,500.) for the 2025 season by October 1<sup>st</sup>, 2025. The lease amendment termination fee of \$237,500.00 to be paid to the Town and County by December 31, 2025.

The termination fee and rent proceeds will go into a capital reserve for future improvements to the stadium.

STAFF REPORT  
FIVE COUNTY STADIUM  
THIRD LEASE AMENDMENT  
DECEMBER 2, 2024

**Stadium Tours:**

The Town and County have received unsolicited interest from multiple entities for the redevelopment and future occupancy of Five County Stadium. The Town and County are developing an RFP, in conjunction with CAA Icon, to solicit formal proposals.

**Next Steps**

With the assistance of CAA, Icon, the Town and County are pulling together critical data such as zoning, the Town of Zebulon Comprehensive, Transportation and Economic Development Strategic Plan, stadium data and as-built drawings, and other economic data for a request for proposals that will ultimately be negotiated and approved by both Wake County and the Town of Zebulon boards.

**Attachments:**

1. Third Amendment to Lease Agreement.

NORTH CAROLINA

WAKE COUNTY

THIRD AMENDMENT TO  
LEASE AGREEMENT

This Third Amendment to Lease Agreement (this “**Third Amendment**”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2024 (“**Effective Date**”) by and between **Town of Zebulon**, a North Carolina municipal corporation (“**Town**”) and Wake County, North Carolina (“**Wake County**”) (the Town and Wake County are collectively referred to herein as “**Lessor**”) and **Mudcats Baseball, LLC**, a North Carolina limited liability company (“**Lessee**”) (as assignee of Carolina Mudcats Professional Baseball Club, Inc., a North Carolina corporation n/k/a Pastime Holdings, Inc.). The capitalized terms which are not defined herein shall have the same meaning as otherwise set out in the Lease.

**WITNESSETH:**

WHEREAS, Lessor and Lessee are parties to that certain Lease dated January 1, 2003 (as previously amended by that certain First Amendment to Lease Agreement dated February 22, 2017, and that certain Second Amendment to Lease Agreement dated April 4, 2022, the “**Lease**”);

WHEREAS, Lessor and Bait Shop Management, LLC (“**Stadium Manager**”), are parties to a certain Amended and Restated Management Agreement dated January 1, 2003 (as previously amended by that certain First Amendment to Amended and Restated Management Agreement dated February 22, 2017, the “**Management Agreement**”);

WHEREAS, the Lease is currently set to expire at 11:59 P.M. on December 31, 2027, unless earlier terminated by either Lessor or Lessee, or earlier extended by Lessee, in accordance with the Lease;

WHEREAS, certain issues have arisen between the parties with respect to compliance with MLB Professional Development Leagues, LLC’s (“**MLB PDL**”) Facility Standards, a potential extension or early termination of the Lease (including as anticipated in the Second Amendment to Lease Agreement), Lessee’s anticipated relocation to another facility, and the parties’ respective rights and obligations (and/or those of their respective affiliates) under the Lease or the Management Agreement with respect to or relating to any of the foregoing (collectively, the “**Issues**”); and

WHEREAS, Lessor and Lessee desire to resolve their Issues by entering into this Third Amendment and to memorialize their mutual agreements as set forth herein.

NOW, THEREFORE, in consideration of these mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Early Termination of Lease. Lessor and Lessee hereby agree that, notwithstanding anything in the Lease to the contrary (including without limitation Sections 2, 3, and 4 of the Second Amendment to the Lease), the initial term of the Lease, as set forth in

Section 3.1 of the Lease, shall terminate effective as of 11:59 P.M. on December 31, 2025 (the “**Termination Date**”).

2. Continued Obligations Under the Lease. Except as explicitly set forth in this Third Amendment, all remaining provisions of the Lease shall continue in full force and effect until the Termination Date. Among other things, Lessor and Lessee agree as follows:
  - a. Continued Obligations Through 2025 Baseball Season. Subject to and without waiving any of Lessee’s rights under the Lease (as amended by this Third Amendment), and having obtained the approval of MLB PDL, Lessee shall maintain a franchise/agreement for a minor league baseball team at the Premises for the 2025 baseball season, which is currently scheduled to begin on April 4, 2025 and to end no later than September 17, 2025 (the “**2025 Baseball Season**”), and cause such team to play home games at the Premises during the 2025 Baseball Season. During such time and through December 31, 2025, Lessor shall maintain the existing female staff facilities and each party shall otherwise maintain the existing features of the Premises that are its responsibility and abide by its respective obligations under and in accordance with Section 9.0 (Premises Upkeep and Maintenance) of the Lease.
  - b. Obligations After 2025 Baseball Season. Lessor and Lessee acknowledge and agree that Lessee and its affiliates shall have no right or obligation to host, manage or operate any games or events at the Premises after the Termination Date, maintain any franchise/agreement for a minor league baseball team at the Premises after the 2025 Baseball Season, or cause any such team to play home games at the Premises after the 2025 Baseball Season. Notwithstanding the foregoing, if and to the extent requested by Lessee, Lessor may, in Lessor’s sole and absolute discretion (subject further to Lessor obtaining the consent of a subsequent tenant of the Premises (e.g., any third-party leasing the Premises for periods starting following the Termination Date identified above) (a “**Future Tenant**”)), agree to grant Lessee the option to play Baseball Season home games during the 2026 Baseball Season (or any later period) at the Premises, subject to (i) mutual written agreement of such parties (the “**Future Agreement**”) and (ii) Lessee obtaining approval of MLB PDL in all respects, with the understanding that Lessor shall have no responsibility or obligation with respect to such approval efforts. If (a) Lessee requests and is permitted to use the Premises to play any of its home games during the 2026 Baseball Season, and (b) a Future Tenant has been identified as of the 2026 Baseball Season, such Future Tenant shall have absolute priority over Lessee for purposes of scheduling games and/or other events in accordance with Future Tenant’s lease agreement with Lessor, such right by Future Tenant to be more particularly described and set forth under the Future Agreement, except as may otherwise be agreed by both Future Tenant and Lessor.

- c. Third-Party Agreements. On or prior to the Termination Date, Lessee shall assure termination or expiration of all third-party agreements Lessee (or Stadium Manager pursuant to the Management Agreement) has contracted for in connection with the Stadium and/or Premises, including but not limited to those pertaining to Stadium advertising, concessions, and/or use of Stadium skyboxes, or otherwise assure that no rights of any such third party at the Stadium and/or the Premises continue past the Termination Date.
- d. Utilities. Lessee and Lessor shall reasonably cooperate to ensure that all utilities maintained by Lessee in accordance with Section 10.1 of the Lease are transferred to and in the name of Lessor as of the Termination Date. For clarity, as between Lessor and Lessee (or Stadium Manager or their respective affiliates), Lessor shall be solely responsible for all payments for utilities at the Premises for periods after the Termination Date.
- e. Automatic Termination of Management Agreement. Lessor and Lessee (individually and on behalf of the Stadium Manager) acknowledge and agree that, under Section 4.0 of the Management Agreement (and in accordance with Section 11.2 of the Lease and Section 13.0 of the Management Agreement), the Management Agreement shall automatically terminate, contemporaneously with the termination of the Lease, effective as of 11:59 P.M. on December 31, 2025.
- f. Personal Property and Fixtures upon Termination. Lessee acknowledges that it shall abide by the terms and conditions of Sections 7.2 and 7.3. If Lessee fails to comply with Sections 7.2 and 7.3 of the Lease, Lessor shall have the right to remove any of Lessee's personal property remaining on the Premises after the Termination Date that Lessee was obligated to remove under Sections 7.2 and 7.3 and Lessor shall have the right to seek immediate reimbursement from Lessee for Lessor's reasonable out-of-pocket cost of such removal. In addition, Lessee, prior to the Termination Date, shall remove or otherwise secure removal of all sponsorship and/or advertisement signage of Lessee's sponsors located on the Premises. For clarity, Lessee shall not be obligated to remove, cover or paint over any property owned by Lessor, including, without limitation, any items owned by Lessor that include Mudcats logos/insignias; provided, however, that Lessee shall paint over any Mudcats logos/insignias on interior or exterior walls of the Stadium that were originally painted by Lessee. On or before June 1, 2025, Lessee and Lessor shall conduct and cooperate with respect to a walk-through of the Premises regarding the following: (i) Lessee's personal property and fixtures to be removed or not removed by Lessee on or before the Termination Date in accordance with Sections 7.2 and 7.3 of the Lease, and (ii) the Mudcats logos/insignias on interior or exterior walls of the Stadium that were originally painted by Lessee and any originally painted by Lessor.
- g. Water Tower. Lessor and Lessee acknowledge that the City of Raleigh is planning to repaint the entire water tower that exists on the Premises and agree

that any and all of Lessee's obligations with respect to the water tower shall be satisfied and discharged by Lessee paying for the actual cost of applying a second coat of paint (after the initial coat paid for and applied by the City of Raleigh), in an amount to be determined based on actual price of the services to be rendered, to the City of Raleigh or its designated contractor upon completion of the work (which is expected to occur prior to the end of 2025). Insofar as the City of Raleigh is in sole control of the timing and selection of its contractor for painting the water tower, Lessor acknowledges and agrees that it shall reasonably cooperate with Lessee and/or the City of Raleigh regarding the same and that any delays, acts or omissions by the City of Raleigh or its representatives or contractors are not the responsibility of Lessee and are beyond the reasonable control of Lessee as contemplated by Section 18.0 (Force Majeure) of the Lease.

- h. Survival. The parties' rights and obligations under Paragraph 5 of this Third Amendment and, to the extent arising from matters prior to termination, the parties' rights and obligations under Section 6.0 (Taxes), Section 10.0 (Utilities), and Section 14.0 (Indemnification and Insurance) of the Lease, shall survive the termination of the Lease.
- i. Facilities Improvements and Use of Capital Improvements and Capital Repairs Fund. The parties agree that Lessor shall not be obligated to make, nor be obligated to expend funds from the Capital Improvements and Capital Repairs fund to make, any Capital Improvements and/or Capital Repairs that may be required solely for compliance with the MLB PDL Facility Standards. The parties further agree that Lessor shall be entitled to retain any and all amounts remaining in any Capital Improvements and Capital Repairs Fund account(s) following termination of the Lease as of 11:59 P.M. on December 31, 2025.

3. Payments.

- a. Final Rent Payment. The Parties acknowledge that, subject to the terms and conditions of the Lease, Lessee shall make one (1) final Annual Rent payment coming due under the Lease on October 1, 2025 in the amount to be determined in accordance with Section 5.1 of the Lease.
  - b. Payment upon Termination. In consideration for Lessor's agreement to execute this Third Amendment and Lessor's performance of its obligations under this Third Amendment, Lessee hereby agrees to pay Lessor a one-time payment in the total amount of Two Hundred Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$237,500.00) on or before December 31, 2025.
4. Right of Entry. In addition to any existing rights of entry held by Lessor pursuant to the Lease, Lessor and its agents shall, at reasonable times mutually agreed upon by Lessor and Lessee, have the right to enter into and upon any and all parts of the Premises for any of the following purposes as reasonably necessary in connection with

the termination of this Lease: (i) showing the Premises to a prospective Future Tenant, (ii) following the 2025 Baseball Season, painting over/covering any items on the Premises owned by Lessor that include Mudcats logos/insignias (per Paragraph 2.f. above), (iii) to complete inspections, measurements, and other pre-construction activities involving proposed upfit for any Future Tenant, and (iv) following the 2025 Baseball Season, entering onto the Premises to commence preparations for a Future Tenant (i.e., the completion of any upfit agreed to by Lessor and Future Tenant); provided Lessor shall, prior to entering the Premises, provide Lessee with an explanation of such work to be done, the dates of such work and the areas affected. Absent prior written agreement from the Lessee, any entry onto the Premises by Lessor or any of its agents or invitees pursuant to this Paragraph 4 shall not occur on the date of any Lessee baseball game during the 2025 Baseball Season or otherwise unreasonably interfere with Lessee's use and enjoyment of the Premises and, except with respect to (i) and (iii) above, shall not include any access to any Lessee office areas. Lessee shall have the right to have one or more of its representatives accompany or escort any persons (including, without limitation, any prospective Future Tenant under (i) above)) at all times while on the Premises; provided such right shall not delay or hinder Lessor's right to enter onto the Premises as permitted under this Paragraph 4 if no representative of Lessee is reasonably available at a time previously mutually agreed upon by Lessor and Lessee for such purpose.

5. Lessor's Right to Relet the Premises. Lessee acknowledges Lessor's intent and right to relet the Premises to a Future Tenant with a lease term that may commence immediately following the Termination Date specified herein. As of the Effective Date of this Agreement, Lessor shall have the right to solicit Future Tenants for periods after the Termination Date without joinder or approval of Lessee. Nothing herein shall entitle Lessee to any benefits associated with any Future Tenant and all negotiated aspects of any lease agreement with a Future Tenant shall remain confidential between Lessor and such Future Tenant, including any responses obtained from an RFP, Letters of Intent or offers received by Lessor from a prospective Future Tenant.
6. Mutual Releases. In exchange for the mutual promises and valuable consideration recited herein, the receipt and sufficiency of which is hereby acknowledged, the parties intend and agree to resolve any and all disputes between or among them which exist or may arise out of or relate to the Issues. Therefore, Lessor, for the Town, Wake County, and their past, present and future affiliates, agencies, subdivisions, agents, representatives, principals, officers, directors, employees and attorneys hereby releases and forever discharges Lessee and MLB PDL and their respective members, managers, owners, directors, agents, representatives, principals, officers, employees, attorneys, and affiliated entities (including but not limited to Milwaukee Brewers Baseball Club, L.P. and Stadium Manager) from any and all claims, demands, causes of action and liabilities of any kind or description, whether in law or in equity, in tort or in contract, or otherwise, which exist or may exist, whether known or unknown, arising out of or relating in any manner to the Issues. Lessee, for itself and its members, managers, owners, directors, agents, representatives, principals, officers, employees, attorneys, and affiliated entities (including but not limited to Milwaukee Brewers Baseball Club,



L.P. and Stadium Manager) hereby releases and forever discharges Lessor, the Town, Wake County, and their past, present and future affiliates, agencies, subdivisions, agents, representatives, principals, officers, directors, employees and attorneys from any and all claims, demands, causes of action and liabilities of any kind or description, whether in law or in equity, in tort or in contract, or otherwise, which exist or may exist, whether known or unknown, arising out of or relating in any manner to the Issues. Notwithstanding the foregoing, nothing contained in this Paragraph 6 shall release either party from fulfilling any of its obligations under this Third Amendment.

7. Binding Effect. The amendments made to the Lease pursuant to this Third Amendment shall be binding upon the parties and their respective successors and assigns as of the Effective Date.
8. Entire Agreement. Except as modified by this Third Amendment, the Lease shall remain unchanged and shall continue in full force and effect. No representations, warranties, covenants or agreements have been made concerning or affecting the subject matter of this Third Amendment, except as are contained herein and in the Lease. This Third Amendment may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change or modification or discharge is sought. To the extent that there is any conflict between the terms of this Third Amendment and the existing terms of the Lease, the terms of this Third Amendment will govern.
9. Memo of Recordation. Contemporaneous with the execution of this Third Amendment, Lessor and Lessee shall sign and deliver an amendment to the Amended Memorandum of Lease recorded in Book 16755, Page 1740 of the Wake County Registry on April 19, 2017 in a mutually agreed upon, recordable form for recording in the Wake County Registry (the “**Third Memorandum**”). Upon termination of the Lease, Lessor and Lessee shall record a subsequent amendment to the Third Memorandum identifying the effective date of the termination of the Lease.

**(The remainder of this page is intentionally left blank. Next page is signature page.)**

IN WITNESS WHEREOF, Lessor and Lessee have entered into this Third Amendment by their duly authorized officers as of the date first above written.

**LESSEE:**

**MUDCATS BASEBALL, LLC**  
a North Carolina limited liability company

By: MICRO BREW, LLC,  
a Delaware limited liability company,  
its Manager

By: \_\_\_\_\_  
Richard C. Schlesinger, President – Business Operations

STATE OF WISCONSIN  
MILWAUKEE COUNTY

I, \_\_\_\_\_, a Notary Public, in and for said County and State do certify that Richard C. Schlesinger, as President – Business Operations of Micro Brew, LLC, a Delaware limited liability company, in its capacity as Manager of Mudcats Baseball, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal/stamp, this \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Notary Public

Printed Name of Notary: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**LESSOR:**

**TOWN OF ZEBULON**

By: \_\_\_\_\_  
Glenn L. York, Mayor

Attest:

\_\_\_\_\_  
Lisa M. Markland, CMC, Town Clerk

NORTH CAROLINA  
WAKE COUNTY

I, \_\_\_\_\_, a Notary Public, in and for said County and State do certify that Lisa M. Markland, a person known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged that she is Town Clerk and that by authority duly given and as the act of said Town of Zebulon the foregoing instrument was signed in its name by its Mayor, Glenn L. York, sealed with its corporate seal and attested by its Clerk.

Witness my hand and notarial seal/stamp, this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Notary Public

Printed Name of Notary: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**LESSOR:**

**WAKE COUNTY:**

BOARD OF COMMISSIONERS OF WAKE COUNTY, NORTH CAROLINA

By: \_\_\_\_\_  
Shinica Thomas, Chair

Attest:

\_\_\_\_\_  
\_\_\_\_\_, Clerk  
Board of Commissioners of Wake County, North Carolina

NORTH CAROLINA  
WAKE COUNTY

I, \_\_\_\_\_, a Notary Public, in and for said County and State do certify that Shinica Thomas, a person known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged that he/she is Clerk of Wake County Board of Commissioners and that by authority duly given and as the act of said County of Wake the foregoing instrument was signed in its name by its Chair, Shinica Thomas, sealed with its corporate seal and attested by its Clerk.

Witness my hand and notarial seal/stamp, this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Notary Public

Printed Name of Notary: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

STAFF REPORT  
STRATEGIC PLAN GRANT  
DECEMBER 2, 2024

**Topic:** Strategic Plan Grant  
**Speaker:** Sheila Long, Parks & Recreation Director (if pulled from consent)  
**From:** Sheila Long, Parks & Recreation Director  
Kaleb Harmon, Communications Director  
**Approved by:** Taiwo Jaiyeoba, Interim Town Manager

**Executive Summary:**

The Board of Commissioners will engage in discussion about the drafted Strategic Plan Grant.

**Background:**

The current Strategic Plan Grant program offers \$5,000 total in grants up to \$1,000 for many years. Per policy, these grants must meet a Strategic Plan Focus Areas and are available to 501(c)(3) organizations that have been operating for at least two years.

At the September Work Session, the Board engaged in discussion about the Strategic Plan Grant that allowed staff to draft updates to the grant program. Key takeaways from the Board's discussion were used to develop a draft for the Board's consideration.

A draft update to the grant was emailed to the Board on November 1<sup>st</sup>. The Board provided direction at the November 22<sup>nd</sup> work session to return with the grant for Board action on December 2<sup>nd</sup>. The only revision requested by the Board included adding a statement that organizations are only eligible for one Strategic Plan Grant per fiscal year.

**Fiscal Analysis:**

The Board authorized \$25,000 in strategic plan grants. On September 9<sup>th</sup>, the Board awarded the original \$5,000 to 5 non-profits. A new process needs to be determined for the remaining \$20,000.

**Discussion:**

The Board will consider approval of the Strategic Plan Grant.

**Attachment:**

1. FY 2025 Strategic Plan Grant
2. Grant Scoring Rubric

Town of Zebulon

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**ZEBULON**

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**NORTH CAROLINA**

**Strategic Plan Mini-Grant  
Request for Proposals**

**Application for Funding  
Due January 31<sup>st</sup>, 2025**

### **Available Grant Funds:**

The Town of Zebulon will be distributing \$20,000 in mini grant funding. The Town intends to award two \$5,000 grants and five \$2,000 grants.

### **Purpose:**

The purpose of this policy is to provide guidelines to Board and staff in making decisions regarding selection and distribution of Strategic Plan Mini-Grants. The Town of Zebulon wishes to contribute to the efforts of non-profit organizations whose focus areas align with those of the ***Town of Zebulon Vision 2030 Strategic Plan***.

### **Policy Statement:**

The Town of Zebulon is committed to providing financial assistance to those non-profit agencies which supplement the Town services that are provided to its citizens. Non-profit agencies should also focus on one or more of the Town of Zebulon's focus areas defined in the Strategic Plan. The focus areas and priority goals within those areas are:

- ***Focus area 1: Vibrant Downtown*** – We will have a clean, attractive, and historic downtown with a variety of special events, entertainment, shops, restaurants, businesses and housing to serve as the heart of Zebulon, providing a gathering place for the community and a destination for visitors.
  - ***Goal:*** Revitalize downtown Zebulon
  - ***Goal:*** Develop events, entertainment, and cultural attractions to draw people downtown
- ***Focus area 2: Small Town Life*** – We will preserve and enhance our small-town feel by developing more activities and locations to gather with family and neighbors, making Zebulon a safe, connected, family friendly and walkable town.
  - ***Goal:*** Promote more community events and festivals
  - ***Goal:*** Enhance and create more community gathering places
  - ***Goal:*** Increase the connectedness and walkability in the community
- ***Focus area 3: Growing Smart*** – Our community is growing, and we will plan for the growth with appropriate staffing and service levels to address land use and traffic concerns; promote economic development and preserve the affordability of our community
  - ***Goal:*** Plan for appropriate land use to meet transportation and housing needs
  - ***Goal:*** Pursue economic development opportunities with our community partners
  - ***Goal:*** Maintain appropriate staffing to support expected service levels for the growing community

**Projects & Initiatives:**

The Board of Commissioners are interested in projects that meet the above focus areas and will help fill gaps in services in the following areas:

- Transportation
- Youth and senior services
- Education enhancements to meet grade level standards
- Family health
- Services to traditionally underserved communities

Consideration will not be limited to above projects. The Board will be looking for projects that will offer a measurable and visible direct impact to the citizens of Zebulon. The Board also seeks projects that will offer opportunities to engage the growing Latino population in Zebulon.

The Board of Commissioners will also consider:

- Projects that promote an established Town initiative
- Projects that provide a public purpose outside the Town's focus areas
- Organizations with a substantial presence in the community
- Organizations with a proven track record over time of contributions to the benefit of the Town, its institutions and citizens
- Projects that stimulate or encourage community participation in non-profit activities

**Eligibility:**

The Town of Zebulon will consider providing assistance to non-profit agencies meeting the criteria detailed below.

- The organization's proposal must offer a service that will directly benefit the citizens of Zebulon.
- If selected for funding, non-profits shall verify their non-profit status by submitting an IRS determination letter confirming 501(c)(3) status and sign an acknowledgement statement that their status has not been revoked.
- One application per organization will be accepted.
- To be eligible for a \$5,000 grant, the applicant must have operated for two years preceding the application deadline. Start up organizations will be eligible for \$2,000 grants only.
- Applicants may partner with another non-profit agency.
- Grants will not fund research, maintenance, repair, personnel, or benefit costs.
- Organizations are only eligible for one strategic plan grant from the Town of Zebulon per Fiscal Year.



**Insurance Requirements:**

Grant recipients provide a general liability insurance policy in the amount of \$1,000,000 (or higher dependent upon the size or nature of activities defined in the grant) per claim naming the Town of Zebulon as additional insured covering claims for injuries, deaths, and/or property damage arising out of the use of the premises by Licensee. Proof of this liability insurance coverage must be provided to the Town of Zebulon.

The Certificate Holder address should read:

Town of Zebulon, 1003 North Arendell Avenue, Zebulon, North Carolina, 27597

Coverages: Insurance must cover activities as identified for the event. The Town may request specific activities be listed on the COI.

Please note that the policy coverage period should cover the time period of the event, contract and/or project. Be sure to obtain an updated COI for the period and duration of the event, contract and/or project.

Any recipients that are recommended to have more than \$1,000,000 general liability insurance coverage will be noted during the Board of Commissioner selection process.

**Accountability:**

Non-profits agencies shall adhere to accountability standards set by the Town and as required by law. Compliance with these standards is a criterion for funding. These standards include but are not limited to:

- Recipients will be expected to submit quarterly progress reports and a final report detailing the outcomes and impact of their projects.
- Recipients will also be required to submit quarterly financial records related to their funded projects.
- Recipients will comply with program performance measurement requirements including quarterly reports to the Board of Commissioners.
- Recipients must adhere to all applicable local, state, and federal regulations, as well as Town of Zebulon policies and procedures.

**Grant Timeline:**

Month	Action
January 1 <sup>st</sup> , 2025	Release application & host an informational meeting
January 7 <sup>th</sup> , 2025	Informational Meeting & Lunch Noon-1 PM Zebulon Community Center
January 31 <sup>st</sup> , 2025	Applications due by 5 PM.
March 3 <sup>rd</sup> , 2025 Regular Meeting	Proposals presented to the Board
March 20 <sup>th</sup> , 2025 Work Session	Board discussion and award selection
April 7 <sup>th</sup> , 2025 Regular Meeting	Announcement of grant awards
April 30 <sup>th</sup> , 2025	Contract Disbursement
Project Period	May 1 <sup>st</sup> , 2025- April 30, 2026
Quarterly Report (\$5,000 grants)	August 15 <sup>th</sup> , November 14 <sup>th</sup> , February 13 <sup>th</sup> , May 15 <sup>th</sup>
Biannual Reports (\$2,000 grants)	November 14 <sup>th</sup> , May 15 <sup>th</sup>

**Application Process:**

The application will be available on the Town of Zebulon website ([www.townofzebulon.org](http://www.townofzebulon.org)).

Completed applications must be submitted online no later than the date indicated in the public notice. Applications will not be considered if submitted after the deadline passes.

A complete application includes any support documentation required submitted before the deadline. Incomplete applications will not be considered.

All applicants are asked to provide a short video, no more than 3 minutes, and include a short introduction to their organization and an overview of their grant proposal. The video will be shown at the Boards of Commissioners March regular meeting and made available to them for further review. Applicants are welcome to attend the March regular meeting and present to the Board in lieu of submitting a video. If reasonable accommodation is needed to complete an application or to otherwise participate in the application process, please contact x at [xxxx@townofzebulon.org](mailto:xxxx@townofzebulon.org).

The application will include the following elements:

- Project statement

- Organization history and key projects
- Description of activities that will be conducted or service provided
- Description of public engagement
- Project timeline
- Description of stakeholders or partners
- Description of measured impact
- Description of funds requested and how they will be spent

### **Selection & Criteria Matrix**

Each application will be blindly reviewed by a committee and scored against the Strategic Plan Grant Matrix. Identifying factors such as the organization's name, staff members, board members, and project titles will be removed from all applications for the committee to review. Only complete applications submitted by the deadline will be reviewed.

The committee will have 6 members and a staff liaison. Each Commissioner and the Mayor will select someone to participate on the committee. Committee members may not be an applicant or have a leadership role in an organization with an application being considered.

Committee members will review applications and score them independently. The committee will meet to review the score summary, address any scoring discrepancies, and prepare a recommendation for the Board of Commissioners.

The Board of Commissioners will select applications to be awarded. Commissioners will receive a copy of each application, a summary of scoring, and the Committee recommendation. The applicants will have an opportunity to present their request at the March regular meeting.

At the Board of Commissioner's March work session, the Board will be asked to rank their top two \$5000 projects, and top five \$2000 projects individually. The projects with the highest scores in each respective category will be presented to the Board to consider as a recommendation for funding. The Board will engage in discussion and recommend award of projects by way of motion and vote. The Board is not bound to the recommendation of the Committee.

### **Funding Award**

Funds distributed by the Town of Zebulon may only be spent as indicated on the application submitted by the organization. In the event funds are not used as indicated, the full amount of funding will be required to be returned to the Town.

Any organization receiving funding will hold the Town of Zebulon harmless from any claim or liability that may arise or result from the operation of any program or service assisted with funding from the Town of Zebulon.

A grant agreement will be executed between the Town of Zebulon and the awarded organization. The agreement will include a W9 and a Certificate of Insurance naming the Town of Zebulon as

additionally insured in the amount of \$1,000,000. Once executed, funds will be made available to the organization by check within 30 days of contract execution.

### **Grant Reporting and Monitoring**

Each funded agency must submit a grant project status report. Each report will include a description of the status activities related to the project, an expenditure report for related expenses, and a summary of results. This report will be due no less than 9 months after the grant agreement is executed. Reports will be shared with the Board of Commissioners.

Funded agencies who do not submit reports will not be eligible for consideration of Town grants in the next fiscal year.

## Strategic Plan Mini Grant Matrix

### ORGANIZATION INFORMATION

EIN	
Organization Name	
Representative	

### GRANT PROPOSAL INFORMATION

#### Eligibility

**Proposal Requirements** - The organization provides all required documentation including proof of insurance, IRS Letter, IRS 990 Form, and solicitation license. Organization is willing to adhere to accountability standards. The application includes all required sections.

Confined Status? ☐

Previously Funded? ☐

In good standing? ☐

#### Project & Initiative Goals

Grants to community-based organizations will be considered based on the following criteria:

- **Project Fit** - The project's goals and activities clearly fit one or more of the Strategic Plan's focus areas.
- **Population to be served** - The organization provides services which supplement the Town services. Project must offer a measurable and visible direct impact to the citizens of Zebulon. Project provides services to populations of interest, including youth, low income, seniors, families, or Latino population.
- **Outcomes** - The expected outcomes, or results, of the project are clearly stated and correlated with the project's goals. Project fills gaps in transportation, education, underserved communities, family health, and youth and senior services.
- **Project Implementation Evaluation** - The organization has a clear definition of success and specific metrics to measure success.
- **Funding Request** - The funding request clearly shows how the expenses requested support the goals outlined in the proposal.

### PROJECT FIT WITH THEME AREAS

#### Project Fit

*Are the goals and activities of the project aligned with the Town of Zebulon's focus areas highlighted in the 2030 Strategic Plan?*

*Does it promote an established Town initiative?*

*Does the entity provide a public purpose outside the Town's focus areas?*

#### Ratings

3 — Yes to all three questions

2—Yes to two questions

1—Yes to one question

*Does the entity have a substantial community presence?*

0— No

1— Yes

*Does the entity stimulate or encourage community participation in town activities, non-profits, civic groups, etc.?*

0— No

1—Yes

## Strategic Plan Mini Grant Matrix

POPULATIONS TO BE SERVED IN TOWN OF ZEBULON	
<b>Population To Be Served</b> <i>Does the entity have a proven track record over time of contributions to the benefit of the Town, its institutions and citizens?</i> <i>Will the project offer a visible and measurable impact on the citizens of Zebulon?</i> <i>Will the project provide services for populations of interest?</i>	<b>Ratings</b> 3— Yes to all three questions 2—Yes to two questions 1—Yes to one question 0— Yes to none of the questions
OUTCOMES	
<b>Project Outcomes</b> <i>Are the expected outcomes, or results, of the project clearly stated and correlated with the project's goals?</i>  <i>Will the project fill gaps in transportation, family health, or education?</i>	<b>Ratings</b> 2— Yes to both questions 1—Yes to one question 0— Yes to neither question
PROJECT IMPLEMENTATION	
<b>Project Implementation Evaluation</b> <i>Does the project have a clear definition of success and specific metrics to measure success?</i>  <i>Will the entity collaborate with any community partners?</i>  <i>Will the entity offer resources in Spanish?</i>	<b>Ratings</b> 3 — Yes to all three questions 2 — Yes to two questions 1 — Yes to one question 0 — Yes to none of the questions
FEASIBILITY	
<b>Amount Requested</b> \$5,000 Grant: Has the organization operated for two years preceding the application?	Yes <input type="checkbox"/> No <input type="checkbox"/>

## Strategic Plan Mini Grant Matrix

<p><b>Uploaded Budget <i>Special Note:</i></b> Grants will not fund research, maintenance, repair, personnel, or benefit costs.</p> <p><b>Funding Request: Reviewer Rating and Comments</b></p> <p><i>Do the expenses requested support the goals of the project?</i></p> <p><i>Does the request for funding seem reasonable?</i></p>	<p><b>Ratings</b></p> <p>2— Yes to both questions</p> <p>1—Yes to one question</p> <p>0— Yes to neither question</p>
<b>FUNDING RECCOMENDATION</b>	
<p><b>Initial Funding Recommendation: Reviewer Rating and Comments</b></p> <p>Based on your initial impression of this proposal, would you recommend it for funding?</p>	<p><b>Ratings</b></p> <p>5 - Highly recommend without reservation</p> <p>4 -Recommend</p> <p>3 - Recommend, but with some reservations</p> <p>2 - Neutral</p> <p>1 - Do not recommend</p>
<b>FINALIZATION</b>	
<p><b>Finalization: Total Score and Signature</b></p> <p>Total Score:</p> <p>*Highest possible score is 20.</p> <p>Signature:</p>	<p><b>Notes</b></p> <p>Please list any questions, comments or concerns.</p>

**Topic: FY 2025 Monthly Financial Report Addendum**

**Executive Summary:**

A monthly report summarizing the status of the Town's revenues and expenditures.

**Background:**

The attached financials are a summary of revenues and expenditures to date. These monthly reports are provided to inform the Board of revenue and expenditure trends throughout the year. The enclosed statements are through November 20, 2024.

**Information:**

Expenditures

With approximately 4 ½ months into Fiscal Year 2025 expenditures complete, the Town has spent approximately 25% (~ \$8,822,000) of its General Fund budget of \$35,553,709. Note the larger, early year expenditures (e.g., vehicle and equipment purchases, debt service payments, property & liability and workers compensation premiums) have been paid. Descriptions of some early revenue activity are provided below.

Revenues

- Property Tax (the Town's largest revenue stream)
  - + FY 2025 collections: \$2,421,458 collected to date (~ 16% of budget).
  - + Observations:
    - # 34% less than collected last fiscal year (\$3,647,256).
    - # Four months of vehicle taxes have been collected for FY 2025.
- Sales Tax (second largest revenue stream)
  - + August's sales (reports lag 3-months):
    - # \$17,212 (3.0%) more collected than last August for all sales tax.
    - # \$7,456 (4.1%) more collected than last August for "local" sales tax.
    - # "Local" sales tax (Article 39) is generated within, and returns to, Wake County.
    - # For every \$100,000 in local sales, \$3.67 comes back to the Town of Zebulon.
- Utilities Sales Tax (5% of revenue stream): first quarterly disbursement to be received December 15.
- Permits & Zoning
  - + \$112,328 collected total (45% of budgeted revenues (\$250,000))
  - + 5% more than what was collected this time last fiscal year (\$107,161).
- Parks & Recreation
  - + 78,555 collected total (68% of budgeted revenues (\$115,500))
  - + 11% more than what was collected this month last fiscal year (\$70,915).



- Transportation Impact Fees
  - + \$201,630 collected to date in FY 2025
  - + 40.0% less than what was collected last fiscal year (\$336,081).
  - + Revenue placed in reserve for transportation projects to be spent within 10 years
- Recreation Impact Fees
  - + \$624,000 collected to date in FY 2025
  - + 36.4% less than what was collected last fiscal year (\$981,000).
  - + Collections since inception of fee (January 2022) ~ \$5,609,000

**Policy Analysis: N/A**

**Financial Analysis:** Budgeted revenue in FY 2025 is \$35,553,709 while year to date revenue collected is \$5,865,398 (16.5% of budgeted). Budgeted revenue includes \$11,115,195 Fund Balance.

**Staff Recommendation:**

No staff recommendation or Board action is necessary. These are informational only.

**Attachments:**

1. General Fund Fiscal Year 2025 Expenditure Statement and Revenue Statement (as of November 20, 2024)
2. Sales Tax Collection Report – FY 2025

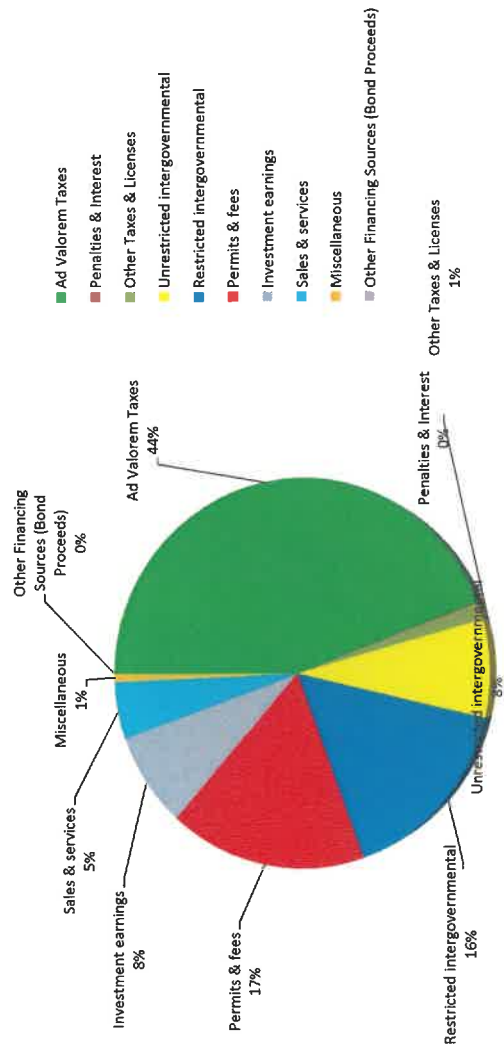


TOWN OF ZEBULON  
 Revenue Statement: 2024 - 2025  
 for Accounting Period 6/30/2025  
 GENERAL FUND

As of 11/20/2024

Revenue Categories	Estimated Revenue	Revenue YTD	% Collected	% of Total Revenue YTD
Ad Valorem Taxes	\$ 14,857,000.00	\$ 2,595,862.03	17.5%	44.3%
Penalties & Interest	\$ 25,000.00	\$ 6,587.86	26.4%	0.1%
Other Taxes & Licenses	\$ 205,500.00	\$ 79,203.00	38.5%	1.4%
Unrestricted intergovernmental	\$ 3,328,000.00	\$ 460,975.67	13.9%	7.9%
Restricted intergovernmental	\$ 2,496,514.00	\$ 919,317.64	36.8%	15.7%
Permits & fees	\$ 1,659,500.00	\$ 1,000,420.48	60.3%	17.1%
Investment earnings	\$ 500,000.00	\$ 478,119.10	95.6%	8.2%
Sales & services	\$ 1,047,000.00	\$ 284,116.88	27.1%	4.8%
Miscellaneous	\$ 70,000.00	\$ 40,794.86	58.3%	0.7%
Other Financing Sources (Bond Proceeds)	\$ 250,000.00	\$ -	0.0%	0.0%
Fund Balance Appropriated	\$ 11,115,195.00	\$ -	0.0%	0.0%
<b>Total Revenues</b>	<b>\$ 35,553,709.00</b>	<b>\$ 5,865,397.52</b>	<b>16.5%</b>	<b>100%</b>

Town of Zebulon General Fund % of Total Revenue To Date - FY 2025





TOWN OF ZEBULON  
 Expenditure Statement:2024 - 2025  
 for Accounting Period 6/30/2025  
 GENERAL FUND

As of 11/20/2024

<u>Dept #</u>	<u>Department</u>	<u>Approp Amount</u>	<u>Expenditure YTD</u>	<u>% Exp.</u>
410	GOVERNING BODY	\$944,300	\$273,522	29.0%
420	FINANCE	\$632,900	\$210,937	33.3%
430	ADMINISTRATION	\$1,366,075	\$436,342	31.9%
450	INFORMATION TECHNOLOGY	\$565,170	\$210,973	37.3%
490	PLANNING AND ZONING	\$1,015,474	\$308,572	30.4%
500	PUBLIC WORKS-PROPERTY & PROJECT MGMT	\$4,303,184	\$1,158,894	26.9%
510	POLICE	\$4,621,344	\$1,717,411	37.2%
520	PUBLIC WORKS-OPERATIONS	\$9,190,176	\$1,358,135	14.8%
530	FIRE	\$6,290,974	\$2,079,996	33.1%
570	POWELL BILL	\$279,460	\$3,008	1.1%
590	STORMWATER	\$265,300	\$80,514	30.3%
620	PARKS & RECREATION	\$4,791,702	\$889,467	18.6%
690	COMMUNITY & ECONOMIC DEVELOPMENT	\$1,287,650	\$94,340	7.3%
<b>Total Expenditures</b>		<b>\$35,553,709</b>	<b>\$8,822,110</b>	<b>24.8%</b>

# Sales Tax

## FY 2025

Month	Article 39 (1) *	Article 40 (1/2)	Article 42 (1/2)	Article 44 (1/2)	City Hold Harmless	FY 25 Totals	Prior Year (FY 2024)	% Inc (Dec) from Prior Yr
July	\$ 94,211	\$ 40,449	\$ 47,301	(7)	\$ 33,509	\$ 215,463	\$ 204,776	5.2%
August	\$ 95,790	\$ 42,199	\$ 48,135	(1)	\$ 35,446	\$ 221,569	\$ 215,045	3.0%
September	-	-	-	-	-	-	\$ 202,153	-100.0%
October	-	-	-	-	-	-	\$ 206,484	-100.0%
November	-	-	-	-	-	-	\$ 218,921	-100.0%
December	-	-	-	-	-	-	\$ 237,799	-100.0%
January	-	-	-	-	-	-	\$ 186,226	-100.0%
February	-	-	-	-	-	-	\$ 182,092	-100.0%
March	-	-	-	-	-	-	\$ 223,970	-100.0%
April	-	-	-	-	-	-	\$ 198,414	-100.0%
May	-	-	-	-	-	-	\$ 217,129	-100.0%
June	-	-	-	-	-	-	\$ 233,544	-100.0%
Total	\$ 190,000	\$ 82,649	\$ 95,436	(7)	\$ 68,955	\$ 437,033	\$ 419,821	4.1%

# Sales Tax

## FY 2024

Month	Article 39 (1) *	Article 40 (1/2)	Article 42 (1/2)	Article 44 (1/2)	City Hold Harmless	FY 24 Totals	Prior Year (FY 2023)	% Inc (Dec) from Prior Yr
July	\$ 89,122	\$ 38,656	\$ 44,762	(0)	\$ 32,237	\$ 204,776	\$ 187,311	9.3%
August	\$ 93,423	\$ 40,589	\$ 46,952	0	\$ 34,081	\$ 215,045	\$ 203,381	5.7%
September	\$ 89,799	\$ 37,462	\$ 45,030	0	\$ 29,862	\$ 202,153	\$ 202,821	-0.3%
October	\$ 92,175	\$ 37,812	\$ 46,288	(3)	\$ 30,232	\$ 206,484	\$ 197,664	4.5%
November	\$ 99,162	\$ 39,407	\$ 49,722	2	\$ 30,628	\$ 218,921	\$ 188,169	16.3%
December	\$ 105,335	\$ 44,069	\$ 52,957	(1)	\$ 35,438	\$ 237,799	\$ 225,394	5.5%
January	\$ 81,953	\$ 34,721	\$ 41,092	(2)	\$ 28,462	\$ 186,226	\$ 187,935	-0.9%
February	\$ 80,960	\$ 33,635	\$ 40,579	(1)	\$ 26,918	\$ 182,092	\$ 144,614	25.9%
March	\$ 100,097	\$ 41,113	\$ 50,238	0	\$ 32,522	\$ 223,970	\$ 212,514	5.4%
April	\$ 86,723	\$ 37,296	\$ 43,546	(6)	\$ 30,856	\$ 198,414	\$ 177,123	12.0%
May	\$ 94,621	\$ 40,932	\$ 47,496	(1)	\$ 34,082	\$ 217,129	\$ 207,702	4.5%
June	\$ 102,519	\$ 43,718	\$ 51,490	(0)	\$ 35,817	\$ 233,544	\$ 216,208	8.0%
Total	\$ 1,115,888	\$ 469,409	\$ 560,130	(11)	\$ 381,134	\$ 2,526,551	\$ 2,350,837	7.5%

Monthly Summary of Sales Tax Collected

