### NORTH CAROLINA WAKE COUNTY

#### **FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_\_, \_\_\_\_\_, by and between the County of Wake ("Wake County") and TOWN OF APEX, a North Carolina municipal corporation ("Town") (together referred to as the "Parties").

#### WITNESSETH:

WHEREAS, pursuant to Session Law 1991-594, Wake County authorized a prepared food and beverage tax of up to 1% of the sales price of prepared food and beverages sold at retail; and

WHEREAS, pursuant to Session Law 1991-594, Wake County and City of Raleigh subsequently entered an Interlocal Agreement ("ILA") designating funds from the Occupancy and Prepared Food/Beverage Taxes for the purpose of acquiring, constructing, or financing convention centers, civic centers, performing arts centers, coliseums, auditoriums, and facilities related to sports and cultural events; and

WHEREAS, the terms of the ILA and subsequent amendments provide a basis for distribution of funds by the City and County consistent with the enabling legislation; and

WHEREAS, in October 2017 the Wake County Board of Commissioners approved a competitive process open to any non-profit or for-profit organization to allocate up to Three Million Five Hundred Thousand Dollars (\$3,500,000) of the Major Facilities Project Fund established with hotel/motel and prepared food and beverage taxes and subsequently issued a Request for Proposals ("RFP #18-001") for projects meeting the criteria set forth in the ILA; and

WHEREAS, Town submitted a response to RFP #18-001 on or before February 8, 2018 for the construction of a project described as the Town of Apex Pleasant Park Phase I Proposal (the "Phase I Proposal"); and

WHEREAS, the Phase I Proposal meets all criteria of RFP #18-001; and

WHEREAS, in November 2022 the Wake County Board of Commissioners authorized a competitive process to award up to Eight Million Dollars (\$8,000,000) of the Major Facilities Project Fund established with hotel/motel and prepared food and beverage taxes and subsequently issued a Request for Proposals ("RFP #23-003") for projects meeting the criteria set forth in the ILA; and

WHEREAS, Town submitted a response to RFP #23-003 on or before February 8, 2018 for the construction of a project described as the Town of Apex Pleasant Park Phase II Proposal (the "Phase II Proposal"); and

WHEREAS, the Phase II Proposal meets all criteria of RFP #23-003; and

WHEREAS, the County selected the Phase I Proposal and Phase 2 Proposal (collectively, the "Park Project") after due consideration of all proposals submitted through the use of a competitive selection

process; and

WHEREAS, on May 21, 2018, the Wake County Board of Commissioners authorized a funding commitment to the Town in the amount of Five Hundred Thousand Dollars (\$500,000) and on April 17, 2023, the Board of Commissioners authorized a funding commitment to the Town in the amount of One Million Eight Hundred Thousand Dollars (\$1,800,000)("Funding Commitment") for capital costs related to the construction and development of Phase I and Phase II of the Park Project, respectively, contingent upon the terms and conditions set forth herein; and

WHEREAS, Town has accepted the Funding Commitments for capital costs related to the construction and development of the Park Project contingent upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, County and Town agree as follows:

# ARTICLE I Scope, Description and Amount of Funding

1.1 <u>Scope and Description</u>. The Park Project shall be located in Apex, Wake County, North Carolina. The purpose of the Park Project is to develop approximately 92-acres of Town owned land located directly adjacent to NC540 and the interchange with Old US 1 Hwy, into an athletic park with regulation-sized competition fields and courts and other park amenities to be owned by the Town that will positively impact hotel occupancy and prepared food/beverage sales in Wake County. The Park Project qualifies as construction of sports, cultural, or arts facilities and is an appropriate use of Hospitality Tax proceeds. The park activities will be managed by the Town.

Phase I of the Park Project shall consist of six (6) multiuse lighted, synthetic fields, four (4) lighted tennis courts, (6) pickleball courts, (1) field house and a large play installation. Phase II of the Park Project shall consist of three (3) lighted, synthetic adult baseball/softball fields, one (1) lighted, synthetic youth baseball/softball fields, 5k trail course, (1) large shelter and one (1) field house. The original Phase I Proposal is attached to this Agreement as **Exhibit "A"** and incorporated by reference and the original Phase II Proposal is attached to this Agreement as **Exhibit "B"** and is incorporated by reference.

- 1.2 <u>Maximum amount payable.</u> The total of estimated funding needed for the Park Project is FIFTY-ONE MILLION, NINE HUNDRED FORTY-SIX THOUSAND AND NO/HUNDREDTHS DOLLARS (\$51,946,000) as set forth in the Park Project Proposals. In addition to the County committing funding in the amount of \$500,000 for Phase I and \$1,800,000 for Phase II pursuant to this Agreement, the Town will provide funding from the following sources:
  - Capital Funds (general obligation bonds)
  - Town General Fund Revenues
  - Value of Private Funds from Donations or Naming Rights

The maximum amount payable to Town is \$2,300,000.00 (TWO MILLION, THREE HUNDRED THOUSAND AND NO/HUNDREDTHS DOLLARS 100.)

### ARTICLE II

### **Term and Method of Payment**

- 2.1 The term of the Agreement shall be from May 6, 2024 to December 31, 2026.
- 2.2 Wake County shall provide payment up to \$2,300,000 (\$500,000 for Phase I and \$1,800,000 for Phase II).

Prior to any payment being issued by Wake County, the TOWN shall submit an invoice or other written request for payment upon readiness to receive funding for the project. This written request must be accompanied by documentation demonstrating project completion (which may include receipts, photos, temporary or permanent certificate of occupancy). The invoice or written request must contain the TOWN's name, address, invoice number/project name, date, and description of how the expenditure relates to the scope and purpose of the project. Documentation shall also demonstrate that the expenses were actually incurred and paid after the funding was authorized and appropriated by the Wake County Board of Commissioners on February 8, 2018 for Phase I and April 17, 2023 for Phase II. Wake County shall pay TOWN's invoices within thirty (30) days of receipt.

# ARTICLE III Conditions of Funding

- 3.1 All funds received pursuant to this Agreement shall be used exclusively in furtherance of the activities described more fully in Article I. If the TOWN fails to meet or comply with a condition of this funding agreement or if all or part of the project facility is transferred or ceases operation during the Grant Period or prior to achievement of performance monitoring more fully described in Section 3.5 such that Wake County's intended purpose for funding as outlined in the approved proposal is frustrated, Wake County in its sole discretion may reduce the amount of funding, terminate the funding agreement, and/or require repayment of funding. The parties hereby acknowledge that the installation of water utility infrastructure, including but not limited to, a water tower and water lines, upon the Property does not frustrate the purpose for funding as outlined in the approved proposal. No funding under this Agreement shall be used to fund water utility infrastructure which is not included in Exhibits A and B.
- 3.2 The "Grant Period" shall be from the date of execution of the Funding Agreement through December 31, 2026.
- 3.3 TOWN is required to notify Wake County in writing within thirty (30) calendar days of the following events or changes:
  - a. TOWN ceases to hold full interest in the property/asset, including partial transfers of interest;
  - b. TOWN changes its mission, operation, or significantly reduces the use of Property/Asset;
  - c. TOWN fails to complete the capital project.
- 3.4 Any delays or modifications regarding project implementation or expenditures or stoppage of services shall be communicated to Wake County within fifteen (15) days. Notification under this paragraph shall include email and telephonic communication with the County

Manager's Office.

- 3.5 Subject to Town performance of the obligations of this Agreement, County shall tender the Funding Commitment in the amount defined below for the construction of the Park Project upon the following terms:
  - A. Phase I Park Project: The County shall tender the Funding Commitment of Five Hundred Thousand and no/100s (\$500,000.00) to Town at such time as Town has provided:
    - 1. Satisfactory documentation of Phase I Park Project budget and Town funding commitments at time of funding request.
    - 2. A letter from the Town Manager certifying that the Phase I Park Project is operational (includes all six lighted, synthetic turf multipurpose fields, four lighted tennis courts, (6) pickleball courts, (1) field house and large play installation) and a certificate of completion has been issued by the Town (if available). This letter shall include a copy of confirmation of all scheduled tournament dates and special events and details of the events.
    - 3. The County reserves the right to conduct a site inspection to verify completion of the Phase I Park Project prior to authorizing disbursement of payment to Town.
    - 4. Satisfactory documentation that Town or Lessee has not encumbered the Property, Project, or Lease to secure financing.
  - B. Phase II Park Project: The County shall tender the Funding Commitment of One Million, Eight Hundred Thousand and no/100s (\$1,800,000.00) to Town at such time as Town has provided:
    - 1. Satisfactory documentation of Phase II Park Project budget and Town funding commitments at time of funding request.
    - 2. A letter from the Town Manager certifying that the Phase II Park Project is operational (includes all three lighted, synthetic turf adult baseball/softball fields, one lighted, synthetic turf youth baseball/softball field, the 5k trail course and one field house), a certificate of occupancy has been issued for the field houses and a certificate of completion has been issued by the Town. This letter shall include a copy of confirmation of all scheduled tournament dates and special events and details of the events.
    - 3. The County reserves the right to conduct a site inspection to verify completion of the Phase II Park Project prior to authorizing disbursement of payment to Town.
    - 4. Satisfactory documentation that Town or Lessee has not encumbered the Property, Project, or Lease to secure financing.
  - C. All requests for disbursement of the Funding Commitment under this section must be made within thirty-six (36) months of the effective date of this Agreement unless the parties have entered into a written agreement for an extension of this date.
- 3.6 If Town does not make a request for disbursement or does not meet the conditions precedent to disbursement under this section such that all or part of the funds committed are not disbursed, then such funds shall remain a part of the Major Facilities Capital Trust

Fund free and clear of any further obligation to Town under this Agreement.

- 3.7 Town agrees to abide by any review, reporting, or other legal requirements established by state or local law, or Interlocal Agreement relating to the use of these funds.
- 3.8 This Article applies throughout the term of this Agreement and prior to the achievement of the performance monitoring described in Section 4.1.

# ARTICLE IV Performance Goals

4.1 Town acknowledges that by accepting the County's Funding Commitment and by signing the Agreement, the Park Project is subject to certain Performance Goals as described below in Table 1:

Table 1:

Year of Operation	Target Number of Planned Event Days (excess can be rolled over)	
1	35	
2	70	
3	105	
4	160	
5	215	
6	270	
7	325	

A Planned Event Day will be defined as an event (including but not limited to games) that generate between 500 and 2,000 visitors (participants/spectators). An event is not to include practice for recreational teams. Events that generate in excess of 2,000 spectators will be valued as two event days. Table 1A represents the event day calculations for Spectators.

Table 1A:

# of Spectators	Event Day Value
500-2,000	1
2,000 +	2

A Planned Game Day will be defined as an event that generates at least 50 competitors from beyond a 50-mile radius of the park. An event is not to include practice for recreational teams. Event Day Value will be determined according to **Table 1B**:

Table 1B:

# of Competitors	Event Day Value	
50-200	1	
201-400	2	

401-600	3
601-800	4

Year of Operation shall be defined as a 12-month period beginning November 1, 2023.

- A. Performance Reporting. Town shall agree to provide annual reporting to the County Manager including a list of events held at the park with number of Event Days, number of spectators and/or number of teams competing in a sporting event where the members (and spectators for that team) are from outside a 50-mile radius of the facility. Annual performance reporting shall be submitted using attached forms. Town may submit performance reports every 12-months from beginning of operation or on a fiscal year basis. In the event that the park performance does not achieve the target event days at the end of each Performance Reporting Period, Town must submit a plan to the County Manager to achieve performance goals. For the purpose of calculating performance goals, any Event Days exceeding the required number in a reporting period may be rolled over and counted towards the performance goals for other reporting periods. For the purpose of calculating performance goals, any target event days exceeding the required number in a reporting period may be rolled over and counted towards the performance goals for other reporting periods.
- B. <u>Expiration of Performance Goals</u>. After the Park Project has reported nine (9) years of operations or the Total Number of Event Days exceeds the cumulative total of target Event Days (325 total event days), whichever is sooner, the Park Project shall no longer be bound by Performance Goals of any kind, and all obligations regarding Performance Goals will be deemed to have been satisfied.
- C. <u>Good Faith</u>. The Parties agree to abide by the terms of this Agreement in good faith and shall, in addition to Table review all reasonable and good faith efforts made by Town to fulfill all Performance Goals in any evaluation of Performance Goals, and in the event Performance Goals are not met, commit to discuss how to reach Performance Goals. Furthermore, the Parties hereby agree that Article VIII of the Agreement shall also apply to any evaluation of Performance Goals.

# ARTICLE V Default and Termination

- 5.1 TOWN has an affirmative obligation to notify Wake County immediately of the occurrence of any Event of Default hereunder. For purposes of this Agreement, an Event of Default shall include the following:
  - a. The project or any part thereof ceases to operate at any time after this agreement is executed by both parties but prior to meeting the Performance Goals in Section 4.1 and 3.5(b);
  - b. TOWN transfers all or part of the property upon which the project is located to another owner and the property is no longer used for the purposes outlined in this agreement;
  - c. TOWN's use of the project property frustrates the Performance Goals as described in Article III Section 3.5(b), Article IV, or the overall purpose of this Agreement.
  - d. TOWN institutes, consents to, or is the subject of any proceeding under any debtor relief law, makes an assignment for the benefit of creditors, applies for or consents to the appointment of any receiver, trustee, or similar custodian for all or part of its assets.
  - e. TOWN deviates from the stated project use of funds.
  - f. TOWN significantly reduces the part of the facility used to serve the population.
  - g. TOWN breaches any other terms or conditions of this Agreement and does not remedy the

breach within fifteen (15) days' written notice from Wake County.

The parties agree that it shall not be an Event of Default for the TOWN to install water utility infrastructure, including but not limited to, a water tower and water lines, upon the Property. No funding under this Agreement shall be used to fund water utility infrastructure which is not included in Exhibits A and B.

- 5.2 If an Event of Default occurs during the term of this Agreement or prior to achievement of performance reporting, Wake County in its sole discretion may require repayment of all funding under this Agreement. TOWN shall comply with any demand made by Wake County pursuant to this paragraph within thirty (30) days of receiving written notice of demand. Nothing herein shall prevent Wake County from seeking immediate legal or equitable relief from a court of competent jurisdiction.
- 5.3 Should the project or any phase thereof terminate prior to achievement of performance goals, TOWN shall remain the sole owner of the project property. Wake County shall have no funding obligation and no ownership claim to any part of the project unless expressly described in this Agreement. Wake County's obligation to fund under this Agreement is not transferrable to any subsequent owner or interest holder of the project or any future phase of the project not described herein.
- 5.4 Should the Park Project or any part thereof cease to operate at any time after the County has tendered the Funding Commitment but before Performance Goals are met, and the Town transfers all or part of the property upon which the Park Project is located to an owner who does not operate the Facilities for the purpose intended under this Agreement such that the Performance Goals of the Funding Agreement are frustrated ("Subsequent Operation"), then the Town shall require the new owner to repay the County the Funding Commitment based on the year of operation in which operation ceases per the schedule below.

Unamortized Portion of Original Facility Cost to be Paid to the County Upon Contract Termination  Total Repayment Amount = \$2,300,000			
Year of Ceased Operation	Repayment to County		
1	80% of funding paid by county		
2	60% of funding paid by county		
3	40% of funding paid by county		
4	20% of funding paid by county		
5	0		

Regardless of ownership of the Park Project, if the Park Project continues in operation for the purpose intended under this Agreement such that the Performance Goals are not frustrated, there will be no repayment required. "Operation" shall be defined as a state of readiness of the Park Project that allows it to be open and ready for intended operations in the ordinary course of business.

### ARTICLE VI Notices

All notices or other communications hereunder to TOWN and to Wake County shall be sufficiently given and shall be deemed to have been received five (5) business days after deposit in the United States mail, return receipt requested, to Wake County and TOWN, as the case may be, at the following addresses:

If to Wake County: Mr. David Ellis, County Manager

P.O. Box 550

Raleigh, North Carolina 27602

david.ellis@wake.gov

Mr. Scott Warren, County Attorney

P.O. Box 550

Raleigh, North Carolina 27602

If to TOWN: Mr. Randy Vosburg, Town Manager

PO Box 250 Apex, NC 27502

Ms. Laurie Hohe, Town Attorney

P.O. Box 250 Apex, NC 27502

### ARTICLE VII Miscellaneous

- 7.1 <u>Modification.</u> This Agreement may be rescinded, modified or amended only by written agreement executed by all parties hereto.
- 7.2 <u>No Third-Party Beneficiaries.</u> This Agreement is made and entered into for the sole protection and benefit of Wake County and TOWN, and their respective successors and assigns. There shall be no third-party beneficiaries to this Agreement.
- 7.3 <u>Non-Assignment.</u> TOWN shall not assign all or any portion of this Agreement, including rights to payments, to any other party without the prior written consent of Wake County.
- 7.4 <u>Independent Contractor.</u> The parties acknowledge that TOWN is an independent contractor, and that nothing in this Agreement is intended, and nothing shall be construed, to create any form of partnership or joint venture relationship between TOWN and Wake County, or to allow either to exercise control or direction over the other; notwithstanding that each party is bound by the terms and conditions of this Agreement. Neither party is an officer, agent, or employee of the other party for any purpose.
- 7.5 <u>Insurance Requirements.</u> TOWN shall obtain and maintain, at its sole expense, all insurance required in the following paragraphs and forward certification thereof to Wake County.

TOWN's signature on this agreement indicates that TOWN agrees to the terms of this insurance section and understands that failure to comply may result in cancellation of this agreement at Wake County's option.

Required insurances include:

- 1) Workers' Compensation Insurance, with limits for Coverage A: Statutory for the State of North Carolina and Coverage B, Employers Liability: \$500,000 for each accident/disease each employee/disease policy limit.
- 2) Commercial General Liability, with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 3) Commercial Automobile Liability, with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- 4) Professional Liability Insurance, applicable to any professional services provided, with limits of no less than \$1,000,000 per claim and \$2,000,000 aggregate.

If any coverage is on a claims-made basis, TOWN agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' with a minimum reporting period of not less than three (3) years if the policy expires or is canceled or non-renewed. If coverage is replaced, the new policy must include full prior acts coverage or a retroactive date to cover the effective dates of this Agreement. TOWN shall provide a Certificate of Insurance annually to Wake County indicating any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better, or have the reasonable equivalent financial strength to the satisfaction of the County's Finance Office. Proof of rating shall be provided to the county upon request.

Insurance with limits no less than those specified above shall be evidenced by a Certificate of Insurance issued by a duly authorized insurer representative. In the case of self-insurance, a letter of explanation must be provided to and approved by Wake County Risk Management.

TOWN shall be responsible for providing immediate notice of policy cancellation or non-renewal to the Wake County Finance Office during the term of this Agreement and for three years subsequent to any claims made coverage.

If TOWN does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Wake County may be considered. TOWN must present any requests for consideration of alternate coverage prior to the effective date of this Agreement.

All insurance documentation shall be addressed to:

Wake County Finance Department Wake County Justice Center - Suite 2900 P.O. Box 550 Raleigh, North Carolina 27602

- 7.6 Indemnification. To the extent permitted by North Carolina law, the Town agrees to release, defend, protect, indemnify and hold harmless Wake County, including Wake County employees and agents, against claims, losses, liabilities, damages, and costs, including reasonable attorney fees, which result from or arise out of damages or injuries to persons or property caused by the negligent acts or omissions of TOWN, its employees, or agents in use or management of the Subject Property. This indemnity shall survive the disbursement of the Funds, as well as any termination of this Agreement.
- 7.7 <u>No Waiver of Sovereign Immunity.</u> Nothing in this Agreement shall be construed to operate as a waiver of governmental immunity nor to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted on October 6, 2003.
- 7.8 <u>Non-Appropriation.</u> TOWN recognizes that Wake County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are not available and not appropriated to purchase the services specified in this Agreement, then this Agreement shall automatically expire without penalty to Wake County and without the thirty (30) day notice requirement.

In the event of a legal change in Wake County's statutory authority, mandate, and mandated functions which adversely affects Wake County's authority to continue its obligations under this Agreement, then this Agreement shall automatically expire without penalty to Wake County and without the thirty (30) day notice requirement.

- 7.9 <u>Governing Law, Construction and Jurisdiction.</u> This Agreement and the other Documents and all matters relating thereto shall be governed by and construed and interpreted in accordance with the laws of the State of North Carolina, notwithstanding the principles of conflicts of law. The headings and section numbers contained herein are for reference purposes only. TOWN hereby submits to the jurisdiction of the State and Federal courts located in North Carolina and agrees that Wake County may, at its option, enforce its rights under this Agreement in such courts.
- 7.10 <u>E Verify.</u> To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contract(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS 64-26(a)) relating to the E¬ Verify requirements.
- 7.11 <u>Entire Agreement.</u> This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. All recitals, exhibits, schedules and other attachments hereto are incorporated herein by reference.
- 7.12 <u>Severability.</u> In the event any provision in this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision herein.
- 7.13 <u>Iran Divestment and Divestment from Companies Boycotting Israel.</u> By signing this

agreement, TOWN certifies that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the N.C. Office of State Treasurer pursuant to N.C.G.S. §147 Article 6E, Iran Divestment Act, Iran Divestment Certification. TOWN shall not utilize any subcontractor that is identified on the Final Divestment List. Any organization defined under N.C.G.S. §147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company or business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the N.C. Office of State Treasurer pursuant to N.C.G.S. §147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

- 7.14 Federal Funds. If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.323); and Record Retention Requirements (2 CFR § 200.334)
- 7.15 Anti-Discrimination. In consideration of signing this Agreement, the Parties hereby agree not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, National Guard or veteran status, religious belief or non-belief, age, or disability with reference to the subject matter of this Contract. The Parties agree to comply with the provisions and intent of Wake County Ordinance SL 2017-4. This anti-discrimination provision shall be binding on the successors and assigns of the Parties with reference to the subject matter of this Agreement.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal through their duly authorized representatives, to be effective the day and year first above written.

WAK	E COUNTY, NORTH CAROLINA	TOWN	OF APEX
Ву:		Ву:	
	David Ellis,		Randal E. Vosburg,
	Wake County Manager		Town Manager
Date:		Date:	
Appro	oved as to form:		
Ву:			
	Scott W. Warren, Wake County Attorney		
	nis instrument has been pre-audited scal Control Act.	I in the manner required by the	Local Government Budget and
		Wake Co	unty Finance Director, or designee
Th	ne person responsible for monitorin	g the contract performance rec	uirements is Denise Foreman.
De	epartment Head Initials:		

# Event Detail (This form shall be attached to all Performance Reporting Summaries)

Event Description	Estimated Day Visitors	Estimated Visitors outside 50-mile range	Number of Event/Game Days