

STATE OF NORTH CAROLINA	MEMORANDUM OF UNDERSTANDING FOR JOINT DEVELOPMENT AND USE OF TOWN PROPERTY
COUNTY OF WAKE	

This Memorandum of Understanding for Joint Development and Use of Town Property (the “**MOU**”), entered into the [empty signing timestamp] (the “**Effective Date**”), by and between the Town of Apex (the “**Town**”), a North Carolina municipal corporation, the County of Wake (the “**County**”), and Christian Community in Action, Inc. d/b/a Dorcas Ministries (“**Partner**”), a North Carolina nonprofit corporation, (together referred to as the “**Parties**”) hereby sets forth the following intent and understandings of the Parties with respect to the development and joint use of Town property. This MOU is a non-binding statement of intent, interest, and understanding.

WHEREAS, the Town operates a Community Development and Neighborhood Connections Department pursuant to Part 2 of Article 13 of N.C.G.S. § 160D for the purpose of community development, including revitalizing underserved low- and moderate-income neighborhoods and empowering individuals with the skills, tools, and resources necessary to effect change within those neighborhoods, and to effectively accomplish these goals enters into contracts with government and private entities to provide services for the citizens of the Town and the surrounding areas; and,

WHEREAS, the County operates a Housing Affordability & Community Revitalization Department pursuant to Part 2 of Article 13 of N.C.G.S. § 160D to implement programs that expand affordable housing and support residents of all income levels; and, to advance these goals, the County partners with government, nonprofit, and private entities by providing technical assistance, policy expertise, and exploring funding opportunities, with participation under this MOU limited to non-binding support and strategic collaboration; and

WHEREAS, pursuant to N.C.G.S. § 160A-20.1, the Town is authorized to contract with private entities in order to carry out any public purpose that the Town is authorized by law to engage in; and,

WHEREAS, pursuant to N.C.G.S. § 153A-449, the County is authorized to contract with private entities in order to carry out any public purpose that the County is authorized by law to engage in; and,

WHEREAS, pursuant to the Town of Apex Naming Rights Policy, the Town may enter into agreements with third parties who will further the Town’s mission in serving its citizens in an effort to generate funds or in-kind support for improving or expanding Town facilities, programs, or services; and,

WHEREAS, the Town owns, maintains, and utilizes property located at 930 and 0 S. Hughes Street and 0 Perry Road, comprising of approximately 13.08 acres, more or less, designated as PIN # 0741-45-8832, PIN # 0741-46-5131, and PIN # 0741-46-2152 by the Wake County Revenue Department, and as shown on a map recorded in Book of Maps 2024, Page 2374, in the

Wake County Registry (the “**Subject Property**”); and,

WHEREAS, Partner is a local not for profit incorporated for the purpose of operating programs for and providing assistance to low- and moderate- income families; and,

WHEREAS, Partner, County, and Town are willing and able to explore opportunities for partnership in the development of the Subject Property; and

WHEREAS, Partner, County, and Town are interested in collaborating with each other in due diligence, site design, and the creation of one or more proposals to develop the Subject Property in advancement of the Parties’ shared goals and purposes.

NOW THEREFORE, the Parties hereby state their intent and understanding as follows:

- 1. Due Diligence of Subject Property.** Town shall continue its due diligence efforts to determine the development potential and land use compatibility of the Subject Property. Town, as owner of the Subject Property, shall be the lead agency to perform inspections of the Subject Property, including of the environmental conditions present, and to make investigations as to the suitability of the site for structural improvements, roads, parking lots, utility services, and other features of the site as deemed appropriate. The Town shall share with the County and Partner information which is revealed by such inspections and investigations of the Subject Property within a reasonable time of a request made for such information.
- 2. Site Planning and Design of Subject Property.** Partner, County, and Town shall collaborate together to plan for the use of the Subject Property in a manner that advances the purposes and goals of the Parties. The Town shall contract with a qualified site planning and design contractor to create one or more preliminary site plans. Based on the site planning deliverables, the Parties shall collaborate in good faith to present one or more project proposals to the Town of Apex Town Council for their approval. A project proposal may include a request for funding all or a portion of the project from the Town of Apex annual budget or amendment thereto, which may include the Town’s Capital Improvement Plan.
- 3. Development of Subject Property.** For each project proposal which is approved by the Town of Apex Town Council and is funded by the Parties and/or third parties, Partner, County, and Town shall collaborate together in creating a request for bids for designers and contractors to bid for the development of the Subject Property. The bidding and contracting shall be in compliance with Article 8 of Chapter 143 of the North Carolina General Statutes.
 - a. For each building owned, operated, and maintained solely by one party hereto, said party shall be responsible for design and construction costs of said building. Said party shall use good faith efforts to acquire the necessary funding to design, construct, and operate the building.
 - b. For each building where ownership, operation, and maintenance will be shared by two or more parties hereto, the parties shall enter into one or more agreements to appropriately allocate design, construction, operation, maintenance, and repair costs amongst themselves. Each party thereto shall use good faith efforts to acquire the necessary funding to meet its obligations of such agreement.

- c. It is understood by all Parties that this MOU does not function to obligate funds of any Party for any development or project.
- 4. Lease of Subject Property.** For each project proposal which is approved by the Town of Apex Town Council and is funded by the Parties and/or third parties, Partner and Town shall collaborate together to enter into a lease with mutually agreeable terms for the portion of the Subject Property to be owned and operated by the Partner. Partner and County shall collaborate to enter a lease with the County with mutually agreeable terms for the County to use a portion of a building which is owned by the Partner. Leases between the Town and Partner shall comply with Article 12 of Chapter 160A of the North Carolina General Statutes. The Town shall retain unused portions of the Subject Property.
- 5. Termination.** Unless renewed in a writing signed by the Parties, this MOU shall automatically terminate on December 31, 2026.
- 6. No Third-Party Beneficiaries.** There shall be no Third-Party Beneficiaries to any promise, restriction, covenant, duty, or otherwise contained in this MOU.
- 7. Governing Law and Venue.** The law governing this MOU shall be that of the State of North Carolina and the proper venue and jurisdiction for any legal dispute with respect to this MOU is proper in Wake County, North Carolina.

IN WITNESS OF, THIS THE [empty signing timestamp] .

TOWN OF APEX, NORTH CAROLINA (TOWN)

X _____

Randal E. Vosburg, Town Manager
Email: [empty member email]
Timestamp: [empty signing timestamp]

COUNTY OF WAKE, NORTH CAROLINA (COUNTY)

X _____

[empty member name] , Director of Housing Affordability & Community Revitalization
Email: morgan.mansa@wake.gov
Timestamp: [empty signing timestamp]

CHRISTIAN COMMUNITY IN ACTION, INC. D/B/A DORCAS MINISTRIES (PARTNER)

X _____

[empty member name] , Chief Executive Officer
Email: andre.anthony@dorcasnc.org
Timestamp: [empty signing timestamp]