



REVISED AGENDA

REGULAR TOWN COUNCIL MEETING

October 10, 2023 at 6:00 PM

Council Chambers - Apex Town Hall, 73 Hunter Street

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

Town Council and Administration

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

COMMENCEMENT

Call to Order | Invocation | Pledge of Allegiance

CONSENT AGENDA

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

CN1 2023 Revised Town Council Meeting Calendar

Allen Coleman, Town Clerk

CN2 Budget Ordinance Amendment No. 10 - Position Reclassifications (Building Inspections and Permitting and Community Development and Neighborhood Connections)

Mary Beth Manville, Director, Human Resources Department

CN3 Community Special Event Policy

Taylor Wray, Cultural Arts Center Manager, Parks, Recreation, and Cultural Resources Dept.

CN4 Construction Contract Award - North American Pipeline Management Inc. - Sewer Rehabilitation Project - Lawrence Crossing Sewer Outfall Replacement and Capital Project Ordinance Amendment No. 2023-7

Matthew Reker, Utilities Engineer, Water Resources Department

CN5 Council Meeting Minutes - Various

Allen Coleman, Town Clerk

CN6 Encroachment Agreement - 1822 Porch Swing Way, Lot 10

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

CN7 Encroachment Agreement - 1842 Porch Swing Way, Lot 18

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

CN8 Human Resources (HR) Policy Updates - Town's Paid Parental Leave, Paid Caregiver Leave, and Tuition Reimbursement

Mary Beth Manville, Director, Human Resources Department

CN9 Tax Report - August 2023

Allen Coleman, Town Clerk

CN10 Unified Development Ordinance (UDO) Amendments - Statement - Sept. 2023

Amanda Bunce, Current Planning Manager, Planning Department

PRESENTATIONS

PR1 Proclamation - Fire Prevention Week - October 8, 2023 through October 14, 2023

Tim Herman, Chief, Apex Fire Department (AFD)

PR2 ADDED - Proclamation - Down Syndrome Awareness Month - October 2023

Mayor Jacques K. Gilbert

REGULAR MEETING AGENDA

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

PUBLIC FORUM

Public Forum allows the public an opportunity to address the Town Council. The speaker is requested not to address items that appear as Public Hearings scheduled on the Regular Agenda. The Mayor will recognize those who would like to speak at the appropriate time. Large groups are asked to select a representative to speak for the entire group. Comments must be limited to 3 minutes to allow others the opportunity to speak.

PUBLIC HEARINGS

PH1 Thoroughfare and Collector Street Plan Map Amendment - Schieffelin Road Upgrade

Jenna Shouse, Senior Long-Range Planner, Planning Department

PH2 Bicycle and Pedestrian System Plan Map Amendment - Bicycle Lanes on Major Collectors

Jenna Shouse, Senior Long-Range Planner, Planning Department

NEW BUSINESS

NB1 Façade Grant Program - Proposed Eligibility Changes

Dianne Khin, Director, Planning Department

UPDATES BY TOWN MANAGER

CLOSED SESSION - *None*

ADJOURNMENT

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: October 10, 2023

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to amend the 2023 Town Council Meeting Calendar.

Approval Recommended?

Yes

Item Details

In accordance with North Carolina General Statute 143-318.12, a schedule of regular meetings shall be filed with the Town Clerk to the Town Council. The schedule must show the date, time, and place of each meeting.

It is proposed that the 2023 Town Council Meeting Calendar be amended as follows:

- **CHANGE** - Town Council Work Session - October 2023 (10/19)
 - Location From: Apex Police Department 205 Saunders Street, Apex, North Carolina
 - Location To: Apex Town Hall 73 Hunter Street, Apex, North Carolina
- **CHANGE** - Town Council Work Session - November 2023
 - Date From: Thursday, November 16, 2023
 - Date To: Thursday, November 30, 2023
 - Location From: Apex Town Hall 73 Hunter Street, Apex, North Carolina
 - Location To: Apex Police Department 205 Saunders Street, Apex, North Carolina
- **CHANGE** - Joint Collaboration Meeting w/Wake County (10/30)
 - Time From: 5:00 PM
 - Time To: 5:30 PM
- **ADD** - Town Council Strategic Planning Session - Friday, October 27 2023
 - Time: 2:00 PM - 5:00 PM
 - Location: Apex Town Hall 73 Hunter Street, Apex, North Carolina

- **ADD** - Rules Committee Meeting - Friday, November 17 2023
 - Time: 2:30 PM - 4:30 PM
 - Location: Apex Town Hall 73 Hunter Street, Apex, North Carolina

Attachments

- CN1-A1: Revised - 2023 Council Meeting Calendar No. 8
- CN1-A2: Revised - 2023 Text Calendar No. 8



Town Council 2023 Meeting Calendar

DRAFT

January						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	T10	11	S12	13	14
15	16	T17	18	19	20	21
22	23	T24	25	T26	27	28
29	30	T31				
10th	Pre-Budget Public Hearing/		Regular Mtg			
12th	Council Strategic Planning - Location TBD					
17th	Work Session					
26th	Finance Committee Meeting					
31st	Joint Collaboration Meeting/Holly Springs					

February						
S	M	T	W	T	F	S
			T1	2	3	4
5	6	7	8	9	10	11
12	13	T14	15	16	T17	18
19	20	T21	22	23	24	25
26	27	T28				
1st	Economic Development Committee					
17th	Annual Council Retreat - Location TBD					
21st	Work Session					

March						
S	M	T	W	T	F	S
			1	T2	3	4
5	6	7	8	T9	10	11
12	13	T14	15	16	17	18
19	20	P21	22	T23	24	25
26	27	T28	29	30	31	
2nd	Planning Committee					
9th	Personnel Committee					
21st	Work Session					
23rd	Joint Finance/Personnel Committee Mtg					

April						
S	M	T	W	T	F	S
						1
2	3	4	5	T6	7	8
9	T10	T11	12	13	14	15
16	17	T18	19	20	21	22
23	24	T25	26	T27	28	29
30						
6th	Finance Committee					
10th	Finance/Personnel Committee (optional)					
18th	Work Session					
27th	Rules Committee					

May						
S	M	T	W	T	F	S
	1	2	3	4	T5	6
7	8	T9	10	11	T12	13
14	15	T16	T17	T18	19	20
21	22	T23	24	25	26	27
28	T29	30	31			
5th	Budget Work Session					
12th	Personnel Committee					
16th	Work Session					
17th	Economic Development Committee					
18th	Planning Committee					

June						
S	M	T	W	T	F	S
				O1	2	3
4	5	6	7	T8	9	10
11	12	T13	14	15	16	17
18	19	T20	21	22	T23	24
25	26	T27	28	29	30	
1st	Joint Collaboration Meeting/Cary					
8th	Budget Work Session					
22nd	Work Session					
23rd	Rules Committee					

July						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	T8	9	10	T11	12
13	14	T15	16	17	18	19
20	21	T22	T23	T24	25	26
27	28	S29	30	31		
11th	Personnel Committee					
15th	Work Session					
23rd	Economic Development Committee					
24th	Rules Committee					
29th	Joint Collaboration Meeting / Morrisville					

September						
S	M	T	W	T	F	S
						1
2	3	4	5	6	T7	8
9	10	11	12	13	14	15
16	17	T18	T19	T20	T21	22
23	24	T25	26	T27	28	29
30						
7th	Planning Committee					
19th	Work Session					
20th	Closed Session - Evaluation (Appointed)					
21st	Finance Committee					
28th	Personnel Committee					

October						
S	M	T	W	T	F	S
1	2	T3	4	5	6	7
8	9	T10	11	12	13	14
15	16	17	18	T19	T20	21
22	23	T24	25	T26	T27	28
29	H30	31				
3rd	Closed Session - Evaluation (Appointed)					
12th	Work Session					
20th	Rules Committee					
26th	Finance Committee					
27th	Council Strategic Planning Update					
30th	Joint Collaboration Meeting / Wake County					

November						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	T9	10	11
12	13	T14	15	16	T17	18
19	20	21	22	23	24	25
26	27	T28	29	P30		
7th	Municipal Election					
9th	Economic Development Committee					
16th	Work Session					
17th	Rules Committee					
30th	Work Session /		Planning Committee			

December						
S	M	T	W	T	F	S
						1
2	3	4	5	T6	7	8
9	10	11	12	T13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
6th	Organizational Meeting (Swearing-In)					
8th	Personnel Committee					
14th	Work Session					

Holidays	13
Regular Meetings	21
Work Sessions	11
Committee Meetings	22
Budget Hearings/Work Sessions	3
Joint Collaboration Meetings	4
CS - Evaluation (Appointed)	2
Retreat/Strategic Planning	3
Total Meetings	65

MEETING LOCATION(S)

- P Police Department
- T Town Hall
- S Senior Center
- H Halle Cultural Arts Center
- O Other

SPECIAL NOTE

Meeting Times, Location, Etc. are noted on the next page titled: "Apex Town Council Meeting Calendar for Year 2023 - Text"

65 Meeting days
 1 Two meetings same day
65 Total Meetings

Questions should be directed to the Town Clerk's Office
 919-249-1260 or allen.coleman@apexnc.org



DRAFT - AMENDMENT NO. 8
TOWN OF APEX TOWN COUNCIL
MEETING CALENDAR FOR YEAR 2023
TEXT Calendar

In accordance with North Carolina General Statute 143-318.12, a schedule of regular meetings shall be filed with the Town Clerk to the Town Council. The schedule must show the date, time, and place of each meeting. Questions should be directed to the Office of the Town Clerk by phone at 919-249-1260 or by email to allen.coleman@apexnc.org.

Special Accommodation Notice: Anyone needing special accommodations to attend the meeting(s) below and/or if this information is needed in an alternative format, please contact the Town Clerk’s Office. The Town Clerk is located at 73 Hunter Street in Apex Town Hall on the 2nd Floor, (email) allen.coleman@apexnc.org or (phone) 919-249-1260.

Meeting Date	Type	Start Time	Location
Tuesday, January 10	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, January 12	Town Council Retreat	2:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, January 17	Town Council Work Session	2:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, January 24	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, January 26	Finance Committee Meeting	9:00 AM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, January 31	Joint Collaboration Meeting Town of Holly Springs	6:00 PM	Bass Lake Retreat Center 900 Bass Lake Road Holly Springs, NC 27540
Wednesday, February 1	Economic Development Committee Meeting	4:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, February 14	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502

Friday, February 17	Town Council Strategic Planning/ Budget Work Session	8:30 AM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, February 21	Town Council Work Session	3:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, February 28	Regular Town Council Meeting	7:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, March 2	Planning Committee Meeting	10:30 AM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, March 9	Personnel Committee Meeting	5:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, March 14	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, March 21	Town Council Work Session Public Safety	3:30 PM	Apex Police Department 205 Saunders Street Apex, NC 27502
Thursday, March 23	Joint Personnel and Finance Committee Meeting	4:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, March 28	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, April 6	Finance Committee Meeting	9:00 AM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Monday, April 10	Joint Personnel and Finance Committee Meeting	4:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, April 11	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, April 18	Town Council Work Session	3:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, April 25	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street

			Apex, NC 27502
Thursday, April 27	Rules Committee Meeting	3:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Friday, May 5	Budget Work Session	2:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, May 9	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Friday, May 12	Personnel Committee Meeting	2:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, May 16	Town Council Work Session	3:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Wednesday, May 17	Economic Development Committee Meeting	4:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, May 18	Planning Committee Meeting	9:00 AM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, May 23	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, June 1	Joint Collaboration Meeting Town of Cary	5:30 PM	Halle Cultural Arts Center 237 North Salem Street Apex, NC 27502
Thursday, June 8	Budget Work Session	2:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, June 13	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, June 20	Town Council Work Session	3:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Friday, June 23	Rules Committee Meeting	3:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502

Tuesday, June 27	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, August 8	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Friday, August 11	Personnel Committee	2:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, August 15	Town Council Work Session	3:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, August 22	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Wednesday, August 23	Economic Development Committee Meeting	4:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, August 24	Rules Committee Meeting	3:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, August 29	Joint Collaboration Meeting Town of Morrisville	5:30 PM	Apex Senior Center 63 Hunter Street Apex, NC 27502
Thursday, September 7	Planning Committee Meeting	9:00 AM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, September 12	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, September 19	Town Council Work Session	3:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Wednesday, September 20	Closed Session Appointed Personnel Evaluation	5:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, September 21	Finance Committee Meeting	9:00 AM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, September 26	Regular Town	6:00 PM	Apex Town Hall

	Council Meeting		73 Hunter Street Apex, NC 27502
Thursday, September 28	Personnel Committee	4:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, October 3	Closed Session Appointed Personnel Evaluation	5:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, October 10	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, October 19	Town Council Work Session	3:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Friday, October 20	Rules Committee Meeting	3:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, October 24	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, October 26	Finance Committee Meeting	9:00 AM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Friday, October 27	Council Strategic Planning Update	2:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Monday, October 30	Joint Collaboration Meeting Wake County	5:30 PM	Halle Cultural Arts Center 237 North Salem Street Apex, NC 27502
Thursday, November 9	Economic Development Committee Meeting	4:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, November 14	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Friday, November 17	Rules Committee Meeting	2:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, November 28	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street

			Apex, NC 27502
Thursday, November 30	Planning Committee Meeting	9:00 AM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, November 30	Town Council Work Session	3:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Wednesday, December 6	Organizational Meeting	5:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Friday, December 8	Personnel Committee Meeting	2:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, December 12	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, December 14	Town Council Work Session	3:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: October 10, 2023

Item Details

Presenter(s): Mary Beth Manville, Director

Department(s): Human Resources

Requested Motion

Motion to adopt Budget Ordinance Amendment No.10 for position reclassifications in the Building Inspections and Permitting Department and the Community Development and Neighborhood Connections Department.

Approval Recommended?

Yes

Item Details

Community Development & Neighborhood Connections Department:

- Request to change 311 Manager to Community Connections Manager and increase grade from MR10 to MR12 due to Market
- Request to change Community Engagement Coordinator, Grade MR09, to Community Engagement Manager, grade MR12

Building Inspections & Permitting Department:

- Request to convert two LSE Office Assistant positions to one full-time, benefited Permit Specialist position.

Attachments

- CN2-A1: Budget Ordinance Amendment No. 10 - Position Reclassifications (Building Inspections and Permitting and Community Development and Neighborhood Connections)





Town of Apex

Budget Ordinance Amendment No. 10

BE IT ORDAINED, by the Council of the Town of Apex that the following Budget Amendment for the Fiscal Year 2023-2024 Budget Ordinance be adopted:

General Fund

Section 1. Revenues:

Appropriated Fund Balance	\$143,500
Total Revenues	\$143,500

Section 2. Expenditures:

Community Development & Neighborhood Connections	\$103,500
Building Inspections & Permitting	\$40,000
Total Expenditures	\$143,500

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

Adopted this the 10th day of October, 2023.

Attest:

Jacques K. Gilbert, Mayor

Allen L. Coleman, CMC, NCCCC
Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA
Meeting Date: October 10, 2023

Item Details

Presenter(s): Taylor Wray, Cultural Arts Center Manager

Department(s): Parks, Recreation and Cultural Resources

Requested Motion

Motion to approve Draft No. 25 of the Community Special Event Policy.

Approval Recommended?

Yes

Item Details

Staff is recommending the approval of the Community Special Event Policy as it is listed in Draft 25. This policy is for Community events only and does not pertain to Town events.

Attachments

- CN3-A1: Community Special Event Policy - Draft 25





SPECIAL EVENT POLICY

This policy is for Community Events only. This does not include Town Events.

Draft #25 edits start on September 27, 2023.

Policy reviewed and approved on _____.

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INTRODUCTION

Special events are very important to the quality of life for the residents of Apex. These events bring special excitement and vitality to the community. Special events can produce endless benefits such as personal, social, and economic growth and development, as well as social and environmental awareness.

Much time and planning go into these events. Approval of special events will be determined once a completed application has been received, reviewed, evaluated by the appropriate Town staff, and it has been decided that use of public space and allocation of public resources are appropriate.

The Town must be very careful in which events it chooses to approve. Due to the number of requests and demands placed on Town Departments during these events, it is impossible to accept every event where a request is made. Staff time, availability of equipment, the nature of the event, and several other factors are considered.

The Town of Apex Special Event Coordinator will be the event organizers main point of contact with the Town. It is the Town of Apex Special Event Coordinator's responsibility to process applications, serve as a liaison between the Town and event organizers, conduct the Special Event Logistics Committee meetings, review event requests for compliance to Town Ordinances, and much more!

Please review the following Special Events Policy for the Town of Apex.
Questions should be directed to the Town of Apex Special Events Coordinator, Lisa Raschke.
Lisa.Raschke@apexnc.org 919-372-7465

An information workshop about the Special Events Policy will be held biannually:

3rd Wednesday in January at 6pm
3rd Wednesday in August at 6pm
The Halle Cultural Arts Center

These workshops are open to all event organizers who want to learn more about this policy and the process to apply for events.

This policy is not for internal Town of Apex events.

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APPLICATION PROCESS

HOW TO APPLY FOR A SPECIAL EVENT

1. Read this Special Events Policy thoroughly.
2. Ask the Special Event Coordinator any questions that you may have.
3. Complete the *online* Town of Apex Special Event Application.
4. Pay the *non-refundable* \$50 Application Review Fee
 - a. *[For-Profit Organizations only]*

The Town of Apex assumes no liability if an event is not approved – Selling tickets, advertising, gaining sponsorship, and other activities done prior to event approval is done at the risk of the event organizer.

Applying for an event does not guarantee approval.

TIER EXPLANATION

The Town of Apex differentiates events by tiers. Each tier differs based on projected attendance, Town services, street closures, and whether alcohol will be served. The event organizer must review the table below to understand which tier their event will be classified as:

Tiers	Details	Examples
TIER 1	<ul style="list-style-type: none"> • Fewer than 200 people • No Town services • No closure of public right-of-way • No inflatables, tables, food trucks, tents, alcohol 	<ul style="list-style-type: none"> ○ Fitness class in the courtyard
TIER 2	<ul style="list-style-type: none"> • 201-500 people • Minimal Town services • Possible closure of public right-of-way • No alcohol 	<ul style="list-style-type: none"> ○ Pancake Breakfasts ○ Farmers’ Market ○ Memorial Day Ceremony ○ Veterans Day Ceremony ○ WWCM Food Drive
TIER 3	<ul style="list-style-type: none"> • 501-1000 people • Minimal Town services • Possible closure of public right-of-way • No alcohol 	<ul style="list-style-type: none"> ○ Chanukah Festival
TIER 4	<ul style="list-style-type: none"> • 1001 people and more, <i>or any number of people with alcohol</i> • Multiple Town services • Closure of Town parking lots, greenways, and/or streets • Alcohol can be present with proper approval & permits 	<ul style="list-style-type: none"> ○ PeakFest ○ Pride Festival ○ Pig Fest ○ Oktoberfest ○ Christmas Parade

DEADLINES

All applications for consideration must have their applications completed and submitted online no later than the dates below:

Tier 1	Tier 2	Tier 3
14 days prior to event date	December 1*	December 1*
Tier 4		
December 1*		

*Tiers 2, 3, & 4 may apply under the “multi-year application” while maintaining the deadline of December 1 for the initial application. These applicants are required to submit their initial application by December 1. This application would reflect up to 5 years’ worth of dates for the event. Once the multi-year application is approved, the Tier 4 organizations will be required to check in every 6 months prior to their event.

PROCESS AFTER APPLICATION IS SUBMITTED

1. Upon submitting your application, you will receive a confirmation email within five business days that your application has been received.
2. An application is not considered ‘complete’ until all required information and documents are submitted. Incomplete applications will not be considered.
3. The application will then be reviewed by the Town of Apex’s Special Event Logistics Committee consisting of members from relevant departments.
4. The application, with committee comments, will then be reviewed by Town Administration.
5. If available, the location and date will be tentatively reserved.
6. This application, with all comments, will then be reviewed by Town Council. (This step is only applicable for Tier 2, 3, & 4 events.)
7. Based on the approvers feedback, the application will be:
 - a. Approved
 - b. Approved with conditions
 - c. Denied
8. If approved, a Special Event Contract will be provided and signatures will be required from the event organizer and the Town agreeing to any stipulations put in place.
 - a. For-Profit events will be provided with the associated costs.
9. For approved events, Town staff will determine the funding required from the Town to serve the event. Town staff will process approved Tier 2, Tier 3, and Tier 4 events for a budget appropriation either as part of the annual appropriation ordinance or as an amendment thereto, as appropriate. Budget appropriations require council action.

WHEN ARE NEW APPLICATIONS REQUIRED:

- When a significant change has occurred. Please see the definition of significant change on page 16.
- When an established event skipped a year. See definition for established event on page 14.
- When this is a new event.
- When an established event is being organized by a new organizer.
- When the multi-year application has expired.

POLICY OVERVIEW

GENERAL

For purposes of this policy, “Special Event” is defined as an event, festival, parade, run, walk, or other recreational, cultural, entertainment, community, or social awareness activity. This special event will engage the community, promote tourism, showcase local talent, expose artists and performers to new audiences, invigorate community spirit, provide economic health and wellness, or cultural/social benefits to a community or organization.

For all other definitions relevant to this policy, please see page 14.

Outdoor special events held on private property require a Temporary Use Permit (issued by the Town of Apex Planning Department) and are *not covered* under the Special Event Policy. You can find a link to the Temporary Use Permit on page 17.

REGULATIONS

The regulations in this section shall apply to all accepted special events unless otherwise expressly stated.

- A) **Non-Profit & For-Profit.** *As defined in the definition section.*
 - a. All proposed events are open to the general public.
 - b. Non-Profit and For-Profit organizations are allowed to charge for entry/participation.
 - c. Non-Profit organizations are exempt from the fee structure on page 19.
 - d. For-profit organizations will not be granted any discounts and will be required to pay all fees in full.
- B) **Signs.** All special event signage must meet the requirements of the Town of Apex Sign Ordinance; Please review this ordinance link on page 17.
 - a. This includes but is not limited to flyers, yard signs, posters, banners
 - b. Yard signs are permitted on private property with owner’s permission, no sooner than 1 week prior to the commencement of the event and must be removed no later than 2 days after the end of the event. Please contact the Planning Department at planninginfo@apexnc.org or 919-249-3426 at least three weeks prior to the event in order to have adequate time to apply for, and receive approval of, the required sign permit.
 - c. Over-the-street banners and light-post banners are not permitted for community events.

C) **Conditions of Approval.** Special events shall not violate or deviate from any applicable laws, rules, regulations, Town Ordinances, conditions of approval for the site or conditions noted in the Special Events Contract.

- a. Please review the Town ordinance section 15.9 for details on
 - i. Unlawful to operate bicycle or other wheeled vehicle
 - ii. Unlawful to throw balls, unless pursuant to an official approved festival activity.
 - iii. Unlawful to use fireworks at the special event
 - iv. Failure to cease activities
 - v. Animals at events
 - vi. Failure to comply

D) **Obtain all other applicable permits and approvals.** The event organizer must obtain all other required permits and approvals prior to their event. This may include but is not limited to: ABC permits, Wake County Food Permits, use of private property and/or right-of-way.

E) **Evaluation Criteria.** The Town of Apex utilizes the following criteria when evaluating and scheduling special events:

- a. The nature of the event and how it can serve the Town of Apex and its residents;
- b. The dates and times during which the proposed event will occur;
 - i. Including set up and breakdown times
- c. The location(s) of the event and traffic impacts;
- d. Whether the activities are in compliance with other applicable laws and Town ordinances;
- e. The general health, safety, and welfare of the participants in/or attending the event and the residents of Apex;
- f. Environmental impacts;
- g. Economic benefits;
- h. The impact and/or cost of the event on Town supported services;
- i. The frequency of the event or similar events;
- j. Awarding community grants;
- k. Priority will be given to Apex based groups, chapters, and organizations;
- l. The proposed event is community, art, culture, history focused and/or recreational in nature;
- m. The proposed event has been planned to facilitate a positive impact to the community;
- n. The proposed event is inclusive to all;
- o. If alcohol will be served;
- p. No political events;
 - i. Events may invite political parties as vendors if they wish. Event organizers are required to invite the full representation of political parties in order to comply with this policy

REQUIREMENTS

1. **Sanitation, Recycling, & Sustainability.** The event organizer is responsible for litter and debris cleanup of the special event site both during and after the event. The event

organizer is responsible for all costs should the Town be required to clean up following the event. All organizations are responsible for site clean up after their event.

- a. The Town of Apex requires recycling at all events.
 - b. Trash cans, liners, and dumpsters must be purchased and organized by the event organizer (for-profit organizations only).
 - c. Town of Apex will have oversight over all cleaning.
 - d. All special events must provide an appropriate number of staff or volunteers devoted to litter pick-up for the entire event area during and after the event. Event organizers should apply a “cleaner than we found it” mindset to respect the environment in which the event was held.
 - i. A cleanup plan will be required on the application.
 - e. The Event Organizer is responsible for arranging for the proper disposal of grease and other similar waste with a private service or agency in advance of the event.
 - i. Please see page 18 for Grease-Cycle’s Raleigh location information to rent their grease collection containers
 - ii. Food ash collection will need to be arranged with the Special Events Coordinator
 - f. Improper disposal or spills may be classified as a hazardous waste and result in fines in accordance with Chapter 2703.3 of the North Carolina Fire Prevention Code. The entirety of the festival boundaries must be left in the same condition as prior to the event.
2. **Insurance & Liability.** Event organizers shall assume all risks to or in connection with the special event and shall be solely responsible for damage or injury, of whatever kind or nature, to person or property, directly or indirectly arising out of or in connection with the special event or the conduct of the organizer’s operation. The event organizer shall indemnify, defend and hold the Town harmless from any penalties for violation of law, ordinance, or regulation affecting its activity and from any and all claims or suits for damages or losses (including, but not limited to, attorney’s fees and other litigation expenses) for personal injury and for property damage directly or indirectly arising out of or in connection with the special event or conduct of its operation or resulting from the negligence or intentional acts or omissions of the event organizer or its officers, agents, volunteers and employees.
- a. In addition:
 - i. If required by the Town’s Safety and Risk Manager, the event organizer must furnish a fully paid liability damage insurance policy procured from a company licensed to do business in North Carolina. This policy must protect the Town of Apex, its officers, officials, employees and agents from any and all claims for damages to property and/or bodily injury which may result from or in connection with any of the operations carried on by the organizer of the special event.
 - ii. The Town of Apex must be named as an additional insured.
 - iii. The Additionally Insured must read: The Town of Apex (73 Hunter Street, Apex, NC 27502)
 1. *Tier 1* events do not need to provide a proof of insurance.

2. *Tier 2:* The Town of Apex must receive a copy of insurance policy at time of contract. Insurance requirements are as follows: A minimum of \$1,000,000 for personal injury per person, \$1,000,000 for personal injury for aggregate liability and \$1,000,000 for property damage each occurrence, or certificates of insurance acceptable to the Special Event Logistics Committee is required.
 3. *Tier 3:* The Town of Apex must receive a copy of insurance policy at time of contract. Insurance requirements are as follows: A minimum of \$2,000,000 for personal injury per person, \$2,000,000 for personal injury for aggregate liability and \$2,000,000 for property damage each occurrence, or certificates of insurance acceptable to the Special Event Logistics Committee is required.
 4. *Tier 4:* The Town of Apex must receive a copy of insurance policy at time of contract. Insurance requirements are as follows: A minimum of \$5,000,000 for personal injury per person, \$5,000,000 for personal injury for aggregate liability and \$5,000,000 for property damage each occurrence, or certificates of insurance acceptable to the Special Event Logistics Committee is required.
 - b. When collecting proof of insurance, the Town of Apex Special Events Coordinator will require the Additionally Insured Endorsement sheet and the Certificate of Insurance cover sheet with the following included in the “Description of Operations”
 - i. The Town of Apex and the “Event Group Name”
 - ii. Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below in the certificate holder section.
 - iii. Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below in the certificate holder section.
 - iv. Regarding the General Liability coverage, Primary and Non-Contributory coverage applies to the entities listed below in the certificate holder section.
3. **Electricity.** Specific requirements for the use of electricity must be submitted and approved at the time of the application. Access is not guaranteed. Anything requested beyond what already exists must be reviewed and approved by the Special Event Logistics Committee.
 - a. Power provided by extension cords from a building shall not pass through doorways or windows but shall be supplied by an exterior outlet, which is protected by a Ground Fault Circuit Interrupter (GFCI). Extension cords shall be grounded and shall not be placed over walking surfaces. If there is anything placed over walking surfaces, “yellow jacket” covers must be provided by the event organizer.
 - b. It is the responsibility of the event organizer if the event requires the use of generators; the Town will not provide this.
 - c. Exterior outlets are extremely limited.
 - d. The event organizer must be cognitive of the proper amps required for what is being plugged in. (Example: A stage or sound equipment cannot be plugged into a

standard wall plug on the outside of a Town of Apex building. This will trip the breaker.)

- e. The Town will have an Electric Department employee on-call for all special events.
4. **Toilets.** The event organizer is responsible to provide adequate on-site toilets to facilitate the needs of their event.
- a. The number of toilets is determined by the type and size of event in consultation with the Town of Apex.
 - b. Handicapped accessible toilets are required for all special events.
 - c. All portable toilets must be maintained daily if contracted for a multiple day event.
 - d. The use of Town of Apex restroom facilities is contingent on the normal operating hours of the building.
 - e. The Special Event Logistics Committee must approve of the location and duration of any portable toilets.
5. **Noise.** Permission to include music or amplified sound, including megaphones, as part of a special event may be given, provided that compliance with the Town's noise ordinance is assured. Event organizers must be sensitive to local businesses and residences when preparing sound equipment for special events.
- a. The Town reserves the right to limit the sound amplification equipment so that it will not unreasonably disturb non-participating persons around the event.
 - b. Complaints of loud, disturbing, or unnecessary noise in violation of the noise ordinance may result in the immediate revocation of the Special Event Contract and approval.
 - c. Link to the ordinance is on page 17.
6. **Food Sales.** The event organizer is responsible for arranging for all food permits and approvals from the Wake County Health Department a minimum of (4) four weeks prior to the event.
- a. In addition:
 - i. All rules and regulations regarding any food preparation and service as established by the Wake County Health Department must be followed.
 - ii. A fire inspection is required to make sure all fire safety equipment is in place. Inspectors have the right to close booths operating outside of health regulations.
 - iii. All permits must be clearly displayed.
 - iv. All clean-up including grease removal is the responsibility of the event organizer.
 - v. All vendors at the special event must follow the Town of Apex Code of Ordinances for Transient and Mobile Food Vendors to meet National Fire Protection Association (NFPA) Recommendations for Food Truck Safety.
 1. Sec. 13-63. - General operating standards.
 2. Link to the ordinance is on page 17.

7. **Alcohol.** *Tier 4 are the only events permitted to request alcohol.* Alcoholic beverages are prohibited on Town property and rights-of way unless approved in the Special Events Contract.
- a. Please review Section 14-14 of the Apex Town Code of Ordinances for more important details.
 - b. An ABC permit is required for the sales and serving of any alcoholic beverages during the special event. Applications must be submitted directly to the ABC Commission, but are subject to Apex Police Department review. This review process may take several weeks.
 - i. Please note that the event may be subject to off-duty police charges for both for-profit and non-profit events.
 - ii. Please see the Town of Apex ABC Permit information guide. Link on page 17.
8. **Tents, Stages, Inflatables, Accessories, etc.** Temporary structures, containers or storage tanks required for the event may require a safety inspection by an Apex Fire Marshal. The Town of Apex defines and classifies any structure, enclosure, or shelter constructed of canvas or pliable material supported in any manner as a tent. Temporary structures such as decks, platforms, stages and kiosks will require an inspection. Any approval of these items may be rescinded if the inspected items do not meet the standards.
- a. All tents are required to have flame retardant certification.
 - b. The event organizer must provide the following:
 - i. A copy of flame-retardant certification (This should be attached to the tent, and inspector will check and approve in the field)
 - ii. A site plan showing the location of the tents
 - iii. A description of the activity(s) to be conducted under the tent(s)
 - iv. A method of providing adequate anchorage against collapse from winds or other loads. Anchorage type will be determined at time of review.
 - v. No tents may be staked into asphalt, the Town Campus Courtyard, or any other locations determined by the Special Event Logistics Committee.
 - vi. All tents must be secured or weighted down at all corners.
 - vii. No tent may be erected in front of a building used as a place of public assembly, within fifteen (15) feet of a fire hydrant, or in any way obstructing any building exit or doorway.
 - viii. Tents may not block streets such that Special Event Logistics Committee deems the layout / location dangerous or in appropriate for public safety.
 - ix. All tents may be inspected and approved before occupancy or use by the public
 - x. At least one UL rate 2A: 10BC extinguisher shall be provided for all tents where there is cooking. Additional extinguishers may be required after the inspection.
 - c. LP Gas use shall be restricted to cylinders no larger than one, 100lb tank (24 gallons of propane). Cylinders shall not be expired and must be adequately secured to prevent over turning. Cylinders may not be secured to items such as fire hydrants, temporary electric poles or barricades. Cylinders may be secured to the grill, a tent post, a signpost or permanent electric pole.

9. Safety & Security.

- a. **Safety barricades** ensure the safety of patrons, volunteers, staff, and others during special events. Any event that involves the closure of a public street may require barricades, variable message boards, and/or Police presence.
- b. The Town can provide event organizers with a limited number of barricades or other special event related equipment.
 - i. There is a fee associated with this for For-Profit organizations. This can be requested on the application. Quality and type of barricade must be approved by the Special Event Logistics Committee.
- c. The Special Event Logistics Committee will determine type, quantity, and location of the barricades.
- d. **Weather Conditions.** It is the responsibility of the event organizer to track weather conditions and make the final call for cancelation. The Town of Apex reserves the right to cancel an event if there is a crisis or threat to public health and safety.
- e. The Special Event Logistics Committee may require the organizer to hire Wake County **EMS** or similar services.
- f. The Special Event Logistics Committee will develop an **Emergency Action Plan** for all Tier 3 and Tier 4 events.
 - i. The Emergency Action Plan in turn may dictate site plan alterations. This will be communicated to the event organizer prior to the event.
- g. **Security.** The Special Event Logistics Committee will review each application and provide requirements on the number of officers or other security needed for the event. To hire off-duty officers, the event organizer will need to contact the Apex Police Department through their Extra Duty Solutions application; this pertains to for-profit and non-profit events. The link for such can be found on page 17.
- h. **No Parking Signage.** The Apex Police Department will post “no parking” signs at least 24 hours before any parking lot closure.

10. Communications & Marketing.

- a. Community Events that fall within tiers 2-4 will be promoted by the Town of Apex.
- b. The Town will provide a standard Town of Apex graphic with limited text language on the event and refer the community to the organizer’s website.
- c. The Town of Apex will create a unified plan for promotion between the Town of Apex and the community event organizers, ensuring both parties understand what group is responsible for each promotional piece.
- d. The event organizer will be responsible for providing a point of contact for the public and a URL/website for the public to access information provided for the Community Event. Without this information included in the application, the event organizer will not be able to submit their application.
- e. All events approved by the Town of Apex are required to add “*This event is not organized by the Town of Apex*” to their publications, regardless of web, social, or print.

- f. The event organizer must provide public notification to all adjacent businesses and residents of the date and time of the event with a description of the roads to be closed a minimum of thirty (30) days before the event.

11. **Nondiscrimination.** The Town of Apex strives to be a welcoming and diverse community with a sense of belonging for anyone that chooses to live, work, or visit and enjoy the “Peak of Good Living”. Special events are examples of how we embrace this goal. To achieve this goal, the Town’s special events shall be inclusive to all.

- a. Inclusivity in events means creating an experience that’s supportive of everyone in attendance, no matter their age, race, religion, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status. An event cannot be considered a success until every attendee is empowered to participate without barriers. Additionally, the Town will uphold its nondiscrimination ordinance and policy in relation to special events.
- b. The Town will ensure that no special event excludes any person on the basis of Protected Class status, as defined in Town of Apex Code of Ordinances Section 3-3(k).
- c. For more information on the Town’s nondiscrimination policy and commitment to inclusivity, please refer to Chapter 3 of the Town of Apex Code of Ordinances.

12. **Town Parks.** Due to heavy use and demand the Town does not rent or close entire parks for special events. In rare cases, approved by the Director of Parks, Recreation, and Cultural Resources, the Town may close a portion or specific area within a park provided it does not disrupt the day-to-day operation or use by Apex residents. A rental fee may be charged to cover costs associated with the use of Town facilities.

13. **Event Site Plan.** Sidewalks, Greenways and Multi-Use Paths are to be used for public refuge and pedestrian traffic only and must remain clear and unobstructed in case of emergency; unless the closure permit specifically states that the sidewalk, greenway or multi-use path is to be closed.

- a. Submit a high quality 8.5” x 11” map of the proposed festival boundaries including:
 - i. Street closures
 - ii. Barricades
 - 1. Entrances and exits if barricades create enclosures
 - iii. Vendor locations
 - iv. Vendor driving directions
 - v. Tent locations
 - 1. Entrances and exits if tent is enclosed
 - vi. Restrooms
 - vii. Trash Can locations
 - viii. Dumpster locations

14. **NCDOT Roadways.** Any North Carolina Department of Transportation State Highway or road must receive permission of NCDOT to be closed. Please see the link on page 19 for NCDOT contact info.
 - a. To differentiate between NCDOT roads and Town of Apex roads, please see the link on page 17 and page 18.
15. **Town Streets, Alleys, and Parking Lots.** Following council approval for the budget associated with a Tier 2, Tier 3, or Tier 4 Community Event, the Town Manager or their designee may temporarily close a public rights-of-way, including streets, alleys, and parking lots as necessary for the approved event. Pursuant to Town Code Sec. 20-17. Temporary parking restrictions may be implemented by police officers as necessary for the event.
16. **Town Facilities.** The use of inside Town Hall will not be approved. Other Town facilities will be approved based on availability and overall impact. The use of rentable Town property is subject to their individual rules, regulations, availability, and completion of rental contracts.
 - a. Please see links on page 17 for more info.

DURING & AFTER THE EVENT

- The event organizer must be present during the entire duration of the event (this includes set up and clean up). The event organizer may enlist a committee of people to assist with this timeline. This responsibility is on the event organization.
- **Site Visit.** The Town of Apex performs routine site visits during special events. During this visit, the Town of Apex Special Events Coordinator will continue to serve as a liaison for event organizers to address last minute event needs as they arise. The Town of Apex Special Events Coordinator and other Town staff will also ensure compliance with the regulations outlined in this Special Events Policy, Special Event Contract, and with the regulations enforced by other Town departments or partner agencies as applicable.
 - Failure to meet these conditions may result in the immediate shutting down of the event.
- **Following the Event.** The After-Action Evaluation will be emailed to the event organizer 30 days or less after the event.
 - **After-Action Evaluation.** The Special Event Logistics Committee will complete an internal evaluation form for each event to measure the success of special events and event organizers in conforming to policies and permitted activities. Events with an unsatisfactory evaluation may have additional requirements imposed for future years or may be denied for future events.
 - **Completing Payment.** Payment, as a result of the payment formula, must be paid within 120 days post event (for-profit organization only).

DEFINITIONS:

COMMUNITY EVENT

This is an event that is created, facilitated, planned, and funded by a non-profit or for-profit group outside of the Town of Apex organization.

EMERGENCY ACTION PLAN

An emergency action plan is defined as comprehensive documentation of procedures based on the required emergency standard.

ESTABLISHED EVENT

This is an event that has occurred for 2 consecutive years (or more) in a row in the same location as prior years.

EVENT ORGANIZER

The event organizer is the person whose name is on the Special Event Application. This person will be the point-of-contact with the Town of Apex Special Events Coordinator.

- The event organizer must share the event planning meeting schedule with the Town of Apex Special Events Coordinator.
 - The Town of Apex Special Events Coordinator may attend any/all planning meetings.
- The event organizer shall attend the proposed event for the full duration of set up, event time, and clean up.
- Any requested changes to the event from anyone other than the event organizer will be invalid.
- If the event organizer steps down, a new event organizer must be designated in writing. Notice of this change may be sent to Town of Apex Special Events Coordinator by email.

FESTIVAL BOUNDARIES

The festival boundaries are defined as the approved geographical location of the festival. The Festival Boundaries may not exceed the barricades as shown on the site map.

FOR-PROFIT ORGANIZATION

For this application, this is defined as an organization that is outside of the definition of non-profit organization.

(See “Non-Profit Organization” definition for what is considered a non-profit.)

HISTORIC DOWNTOWN

The historic downtown is defined as the section of Salem Street between Hunter Street and Highway 55/Williams Street.

MINIMAL TOWN SERVICES

Minimal Town services is designated as no more than 2 departments needed the day of the event.

MULTIPLE TOWN SERVICES

Multiple Town services is designated as 3 or more departments needed the day of the event.

NON-PROFIT ORGANIZATION

For this application, this is defined as an organization under the Internal Revenue Service (IRS) status of 501(c)(3), 501(c)(6), 501(c)(19) or if they are an Apex Public School.

(See “For-Profit Organization” definition for what is considered for-profit.)

PARADES, RACES, AND WALKS

Parades, races, and walks are defined as an organized activity following a set course that involve full or partial closure of any Town streets, Town property, sidewalks, and/or greenways.

- A Special Event application is required for any run or walk.
- Any Special Event with a Parade component will be required to fill out a Special Event Application in addition to the parade permit required by Article X, Chapter 20 of the Apex Town Code of Ordinances.
 - Example: Apex Christmas Parade
- Parades unrelated to a special event must follow the permit process in Article X, Chapter 20 of the Apex Town Code of Ordinances.
- The event organizer is responsible for the cost of all Town services incurred in connection with the parade, race, or walk.
- The Special Event Logistics Committee may require the organizer to provide one or more off-duty personnel as deemed necessary. The Apex Police Department will determine final safety plans for Tier 3 & 4 events.

Parades also require a permit from the Apex Police Department *after* applying as a Special Event.

See page 17 for a link.

PROTECTED CLASS

Protected Class means an individual’s age, race, religion, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

SIGNIFICANT CHANGE

This is any large change made to an event like a change in the outer festival boundary, alcohol, personnel, or more.

SPECIAL EVENT

A special event is defined as an organized activity that has a stationary footprint requiring the closure of streets, public spaces, or plazas. These events often contain amplified noise, food, beverage, merchandise, and other entertainment. Examples would include: festivals, markets, memorials, demonstrations, marches, and ceremonies. Special Event Contract is required for any event which is held on Town Property or any event to be held on Public Rights-of-Way.

THE TOWN

This notes the Town of Apex

TOWN EVENT

Sometimes referred to as a “Town Owned Event”. This is an event that the Town of Apex Organization created, facilitated, planned, and funded.

YELLOW JACKETS

Yellow Jackets are defined as the equipment that covers cords and cables that go over walking paths with a smooth transition. These can be purchased online.

HELPFUL LINKS

Town of Apex Temporary Use Permit	http://www.apexnc.org/DocumentCenter/View/459/Temporary-Use-Permit-EVENT-Private-Property-Only-PDF
Town of Apex Code of Ordinances	https://www.apexnc.org/149/Code-of-Ordinances
Town of Apex ABC Permit Information Guide	https://www.apexnc.org/787/ABC-Permits
Wake County Health Department	http://www.wakegov.com/food/festivals/Pages/tfe.aspx
Town of Apex Shelter and Facility Rental Details	http://www.apexnc.org/514/Facilities-and-Rentals
Photos of the Town of Apex Shelters	http://www.apexnc.org/DocumentCenter/View/31866/Park-Shelter-Photos
Apex Police Department Off-Duty Request Application	https://extradutysolutions.com/app/apex-extra-duty-detail-application/ Phone: 919-589-1205 Email: ApexNC@ExtraDutySolutions.com
Group Demonstration, Picket, or Parade Permit Application	https://www.apexnc.org/696/Forms-Permits
John M. Brown Community Center Rental Form	http://www.apexnc.org/DocumentCenter/View/9522/John-M-Brown-Community-Center-Facility-Reservation-Form Phone: (919) 249-3402
The Halle Cultural Arts Center Rental Form	http://thehalle.org/DocumentCenter/View/38273/The-Halles-Rental-Request-Form Phone: (919) 249-1120

Apex Senior Center Rental Form	http://www.apexnc.org/DocumentCenter/View/40069/Apex-Senior-Center-Facility-Reservation-Form Phone: (919) 249-3354
Apex Shelter Rental Form	http://www.apexnc.org/514/Facilities-and-Rentals Phone: (919) 249-3402
NCDOT Website	https://www.ncdot.gov/Pages/default.aspx
What is an NCDOT road and what is a Town of Apex road?	https://apexnc.maps.arcgis.com/apps/webappviewer/index.html?id=506270ba8fa546bcb790203def056a13
Town of Apex Unified Development Ordinance (UDO)	http://www.apexnc.org/DocumentCenter/View/24/Unified-Development-Ordinance-UDO-PDF
Grease-Cycle	https://grease-cycle.com/contact-us Phone: 919-817-6792

DRAFT

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: October 10, 2023

Item Details

Presenter(s): Matthew Reker, Utilities Engineer

Department(s): Water Resources

Requested Motion

Motion to award the construction contract with North American Pipeline Management, Inc., for Lawrence Crossing Sewer Outfall Placement Project, and adopt Capital Project Ordinance Amendment No. 2024-7 and to authorize the Interim Town Manager, or their designee, to execute the contract on behalf of the Town.

Approval Recommended?

Yes

Item Details

On August 8, 2023, the Town received only two (2) bids for the Lawrence Crossing Sewer Outfall Replacement Project. As a result, a second bid advertisement was required and on August 24, 2023, the low bidder was North American Pipeline Management, Inc., (NAPM), with a total construction price of \$1,559,775 exceeding the original estimate of \$1,100,000. Funds already appropriated in the project fund will be transferred to cover the additional project costs.

This project will remove the existing deteriorated sanitary sewer outfall from James Street to Perry Rd and replace it with approximately 2,325 LF of new 8-inch, 12-inch and 18-inch gravity sewer pipe. Water Resources Department believes this section of gravity sewer pipe is a major contributor to inflow and infiltration resulting in reduced sewer treatment capacity at the Town's Middle Creek Water Reclamation Facility. The Town's engineering consultant, Hydro structures, PA, recommends awarding the contract to NAPM and staff is in agreement.

Attachments

- CN4-A1: Recommendation of Award & Certified Bid Tab - Construction Contract Award - North American Pipeline Management, Inc
- CN4-A2: Notice of Award - Construction Contract Award - North American Pipeline Management, Inc
- CN4-A3: North American Pipeline Management Bid Package - Construction Contract Award - North American Pipeline Management, Inc

- CN4-A4: Construction Contract - Construction Contract Award - North American Pipeline Management, Inc
- CN4-A5: Capital Project Ordinance Amendment No. 2024-7 - Construction Contract Award - North American Pipeline Management, Inc



September 5, 2023

Matt Reker
Town of Apex Water Resources Department
105-B Upchurch Street
Apex, NC 27502

Re: Recommendation of Award
Lawrence Crossing Sewer Outfall Replacement
Town of Apex, North Carolina 27502

Dear Mr. Reker:

Sealed bids for the Lawrence Crossing Sewer Outfall Replacement Project were originally advertised for submittal on August 8, 2023. Only two bids were submitted on this date, so they were returned to the bidders and the project was re-advertised in an effort to attract more bidders.

The second Bid date was set for August 24, at 11:00a.m. Two bids were received and opened; they are detailed on the attached Certified Bid Tabulation. A summary of the bids follows:

BIDDER	TOTAL BID PRICE
North American Pipeline Management, Inc.	\$ 1,559,775.00
Moffat Pipe, Inc.	\$ 1,820,415.00

North American Pipeline Management (NCGC# 70877) is currently licensed in North Carolina. They hold an Unlimited License with a PU classification (water & sewer lines) which qualifies them to complete all the work included in this project. The required submittals outlined in the bid proposal appear to be in order and contain no deviations. Therefore, Hydrostructures recommends award of this project to North American Pipeline Management, Inc. in the amount of \$1,559,775.00.

If you have any questions, please feel free to contact me.

Sincerely,
Hydrostructures, PA



Becky Smith, P.E.
Project Engineer

Attachments: Certified Bid Tabulation



HYDROSTRUCTURES®

Item No.	Description	Unit	Estimated Quantity	Moffat Pipe		NAPM	
				Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
Sewer Main Replacement							
1	Mobilization [Max. 3% of Base Bid]	LS	1	\$54,000.00	\$54,000.00	\$45,000.00	\$45,000.00
2	Open-cut Installation of 8-inch C900 DR18	LF	665	\$195.00	\$129,675.00	\$240.00	\$159,600.00
3	Open-cut Installation of 12-inch C900 DR18	LF	1,190	\$205.00	\$243,950.00	\$280.00	\$333,200.00
4	Open-cut Installation of 12-inch DIP Class 350	LF	195	\$240.00	\$46,800.00	\$360.00	\$70,200.00
5	Open-cut Installation of 18-inch C905 DR18	LF	265	\$320.00	\$84,800.00	\$395.00	\$104,675.00
6	Bore and Jack 16-Inch Casing	LF	30	\$1,840.00	\$55,200.00	\$1,100.00	\$33,000.00
7	Install New 4-foot Dia. Manhole (8'-12' Deep)	EA	4	\$15,770.00	\$63,080.00	\$9,000.00	\$36,000.00
8	Install New 5-foot Dia. Manhole (0'-8' Deep)	EA	1	\$17,300.00	\$17,300.00	\$12,000.00	\$12,000.00
9	Install New 5-foot Dia. Manhole (8'-16' Deep)	EA	4	\$29,300.00	\$117,200.00	\$17,000.00	\$68,000.00
10	Install New 5-foot Dia. Composite Manhole (Proposed MH9)	LS	1	\$50,000.00	\$50,000.00	\$45,000.00	\$45,000.00
11	Install New 6-foot Dia. Manhole (8'-16' Deep)	EA	1	\$32,500.00	\$32,500.00	\$30,000.00	\$30,000.00
12	Abandon Existing Manhole In-Place	EA	12	\$2,100.00	\$25,200.00	\$2,000.00	\$24,000.00
13	Abandon Existing Manhole by Removal	EA	3	\$2,100.00	\$6,300.00	\$4,000.00	\$12,000.00
14	Connect New Sewer Main to Existing Manhole	EA	4	\$6,800.00	\$27,200.00	\$3,500.00	\$14,000.00
15	Connect Existing Sewer Main to New Manhole	EA	3	\$6,300.00	\$18,900.00	\$4,000.00	\$12,000.00
16	Transfer / Reroute / Extend Service Lateral and Connect to New Manhole	EA	3	\$5,000.00	\$15,000.00	\$4,500.00	\$13,500.00
17	Transfer / Reroute / Extend Service Lateral and Connect to New Sewer Main	EA	7	\$6,300.00	\$44,100.00	\$5,300.00	\$37,100.00
18	Install Cleanout on Service Lateral	EA	10	\$1,680.00	\$16,800.00	\$1,200.00	\$12,000.00
19	Connect Existing Force Main to Proposed Manhole 9.	LS	1	\$14,000.00	\$14,000.00	\$15,000.00	\$15,000.00
20	Plug Existing Sewer Main Inside Existing Manhole	EA	2	\$1,750.00	\$3,500.00	\$600.00	\$1,200.00
21	Cementitious Lining of Existing Manhole (1- inch thickness)	VF	15.5	\$450.00	\$6,975.00	\$1,500.00	\$23,250.00
22	Cementitious Lining of Existing Manhole (2- inch thickness)	VF	7.5	\$750.00	\$5,625.00	\$1,600.00	\$12,000.00
23	Bypass Pumping	LS	1	\$243,000.00	\$243,000.00	\$55,000.00	\$55,000.00
24	Allowance for Miscellaneous Utility Adjustments	N/A	1	N/A	\$25,000.00	N/A	\$25,000.00
Site Work							
25	Asphalt Cut & Patch Town Road	SY	1050	\$53.00	\$55,650.00	\$65.00	\$68,250.00
26	Asphalt Cut & Patch NCDOT Road (5" I19.0B)	SY	40	\$130.00	\$5,200.00	\$75.00	\$3,000.00
27	Concrete Sidewalk Replacement	SY	150	\$115.00	\$17,250.00	\$70.00	\$10,500.00
28	Concrete Curb and Gutter Replacement	LF	100	\$70.00	\$7,000.00	\$50.00	\$5,000.00
29	Flowable Fill	CY	500	\$200.00	\$100,000.00	\$180.00	\$90,000.00
30	Exploratory Excavation (up to 4' x 4' Pit)	EA	4	\$3,000.00	\$12,000.00	\$2,500.00	\$10,000.00
31	Remove and Replace Existing Residential Privacy Fence	LF	50	\$50.00	\$2,500.00	\$60.00	\$3,000.00
32	Temporary Stream Pump Around	EA	1	\$12,500.00	\$12,500.00	\$15,000.00	\$15,000.00

Item No.	Description	Unit	Estimated Quantity	Moffat Pipe		NAPM	
				Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
33	Undercut Pipe Trench and Replace with No. 67 Stone for Pipe Foundation	CY	100	\$70.00	\$7,000.00	\$75.00	\$7,500.00
34	Select Backfill	CY	300	\$60.00	\$18,000.00	\$45.00	\$13,500.00
35	Rock Excavation Mechanical method	CY	50	\$300.00	\$15,000.00	\$150.00	\$7,500.00
36	Stream Bank Stabilization Class II Rip Rap	TON	10	\$165.00	\$1,650.00	\$250.00	\$2,500.00
37	Install Rock Check Dam	EA	20	\$365.00	\$7,300.00	\$150.00	\$3,000.00
38	Wattle Inlet Protection Device	EA	40	\$140.00	\$5,600.00	\$180.00	\$7,200.00
39	Erosion Control slope and ditch stabilization matting	SY	220	\$3.00	\$660.00	\$45.00	\$9,900.00
40	Traffic and Pedestrian Control	LS	1	\$70,000.00	\$70,000.00	\$15,000.00	\$15,000.00
41	Tree Protection Fencing	LF	3000	\$3.00	\$9,000.00	\$3.00	\$9,000.00
42	Silt Fence	LF	800	\$5.00	\$4,000.00	\$4.00	\$3,200.00
43	Stabilized Construction Entrance	EA	2	\$4,500.00	\$9,000.00	\$2,500.00	\$5,000.00
44	Clearing & Grubbing	LS	1	\$55,000.00	\$55,000.00	\$24,000.00	\$24,000.00
45	Cleanup & Seeding (Min. 5% of Total Bid Items (#2, #3, #4 and #5))	LS	1	\$50,000.00	\$50,000.00	\$45,000.00	\$45,000.00
46	Allowance for 3 rd Party Vibration Monitoring and Soil Compaction Testing	N/A	1	N/A	\$10,000.00	N/A	\$10,000.00
Total of All Unit Price Bid Items (1-46)					\$1,820,415.00		\$1,559,775.00

Bids Certified By: Rebecca Smith Date: 8.5.23
 Rebecca L. Smith, PE



NOTICE OF AWARD

Date of Issuance: September 26, 2023
Owner: Town of Apex Owner's Contract No.:
Engineer: Hydrostructures Engineer's Project No.: NCAP.19.01
Project: Lawrence Crossing Sewer Outfall Replacement Contract Name:
Bidder: North American Pipeline Management, Inc
Bidder's Address: 12 East Montclair Ave. Greenville, SC 29609

TO BIDDER:

You are notified that Owner has accepted your Bid dated August 24, 2023 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: installation of approximately 2,300 LF of 8", 12", and 18" gravity sewer to replace an existing 24" sewer outfall.
The Contract Price of the awarded Contract is: \$ 1,559,775.00.

[4] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [4] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent: None

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Town of Apex
Authorized Signature

By: _____

Title: _____

Copy: Engineer

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged by _____

this the _____ day of _____, 20__.

By: _____ Title: _____

BIDDER'S CHECKLIST

This checklist shall be included as the first page of the submitted bidding documents. As outlined in article 7 of the Bid Form the following items shall be included with the submitted bidding documents:

	-	Properly Executed Bid Form (Including the acknowledgement of all Addenda)
✓	A.	Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided); Bid Bond shall be include an executed Power of Attorney.
✓	B1.	Identification of Minority Business Participation
✓	B2.	Affidavit A, Listing of Good Faith Efforts; or Affidavit B, Intent to Perform Contract with Own Workforce

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

**North American Pipeline Management, Inc
1612 Marion St., Suite 218D
Columbia, SC 29201**

SURETY (Name and Address of Principal Place of Business):

**FCCI Insurance Company
6300 University Pkwy.
Sarasota, FL 34240**

OWNER (Name and Address):

**Town of Apex
P.O. Box 250, 105-B Hunter Street
Apex, NC 27502**

BID

Bid Due Date: **August 8, 2023**

Description (Project Name – Include Location): **Lawrence Crossing Sewer Outfall Replacement**

Bond Number: N/A

Date: **August 3, 2023**

Penal Sum Five Percent of Total Bid Amount \$ 5%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

North American Pipeline Management, Inc (Seal)
Bidder's Name and Corporate Seal

By: [Signature]
Signature

Dorelly A. Herford
Printed Name

President
Title

Attest: [Signature]
Signature

Secretary
Title

SURETY

FCCI Insurance Company (Seal)
Surety's Name and Corporate Seal

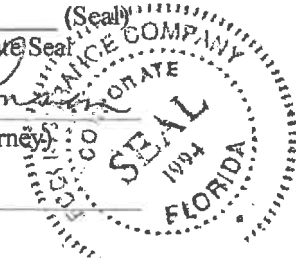
By: [Signature]
Signature (Attach Power of Attorney)

Debra Johnson
Printed Name

Attorney-in-Fact
Title

Attest: [Signature]
Signature

Michael Brown, Manager, Client Strategy
Title



Note: Above addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Douglas L. Rieder; Brian M. Perry; Debra Johnson; Margaret S. Meyers; Misty L. Haig; Charles W. Seiler; F. Anderson Philips; Sonia Bowers; Michael J. Brown; W. Wesley Hamilton

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 3rd day of August, 2023

Christopher Shoucair
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

BID FORM

Project: Lawrence Crossing Sewer Outfall Replacement

Bid From: _____

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**TOWN OF APEX
P.O. BOX 250, 105-B UPCHURCH STREET
APEX, NC 27502**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>7-25-23</u>
<u>2</u>	<u>8-8-23</u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
Sewer Main Replacement					
1	Mobilization [Max. 3% of Base Bid]	LS	1	45,000	45,000
2	Open-cut Installation of 8-inch C900 DR18	LF	665	240	159,600
3	Open-cut Installation of 12-inch C900 DR18	LF	1,190	280	333,200
4	Open-cut Installation of 12-inch DIP Class 350	LF	195	360	70,200
5	Open-cut Installation of 18-inch C905 DR18	LF	265	395	104,675
6	Bore and Jack 16-Inch Casing	LF	30	1,100	33,000
7	Install New 4-foot Dia. Manhole (8'-12' Deep)	EA	4	9,000	36,000
8	Install New 5-foot Dia. Manhole (0'-8' Deep)	EA	1	12,000	12,000
9	Install New 5-foot Dia. Manhole (8'-16' Deep)	EA	4	17,000	68,000
10	Install New 5-foot Dia. Composite Manhole (Proposed MH9)	EA	1	45,000	45,000
11	Install New 6-foot Dia. Manhole (8'-16' Deep)	EA	1	30,000	30,000
12	Abandon Existing Manhole In-Place	EA	12	2,000	24,000
13	Abandon Existing Manhole by Removal	EA	3	4,000	12,000
14	Connect New Sewer Main to Existing Manhole	EA	4	3,500	14,000
15	Connect Existing Sewer Main to New Manhole	EA	3	4,000	12,000
16	Transfer / Reroute / Extend Service Lateral and Connect to New Manhole	EA	3	4,500	13,500
17	Transfer / Reroute / Extend Service Lateral and Connect to New Sewer Main	EA	7	5,300	37,100
18	Install Cleanout on Service Lateral	EA	10	1,200	12,000
19	Connect Existing Force Main to Proposed Manhole 9.	LS	1	15,000	15,000

20	Plug Existing Sewer Main Inside Existing Manhole	EA	2	600	1,200
21	Cementitious Lining of Existing Manhole (1-inch thickness)	VF	15.5	1,500	23,250
22	Cementitious Lining of Existing Manhole (2-inch thickness)	VF	7.5	1,600	12,000
23	Bypass Pumping	LS	1	55,000	55,000
24	Allowance for Miscellaneous Utility Adjustments	N/A	1	N/A	\$25,000.00
Site Work					
25	Asphalt Cut & Patch Town Road	SY	1050	65	68,250
26	Asphalt Cut & Patch NCDOT Road (5" I19.0B)	SY	40	75	3,000
27	Concrete Sidewalk/Driveway Replacement	SY	150	70	10,500
28	Concrete Curb and Gutter Replacement	LF	100	50	5,000
29	Flowable Fill	CY	500	180	90,000
30	Exploratory Excavation (up to 4' x 4' Pit)	EA	4	2,500	10,000
31	Remove and Replace Existing Residential Privacy Fence	LF	50	60	3,000
32	Temporary Stream Pump Around	EA	1	15,000	15,000
33	Undercut Pipe Trench and Replace with No. 67 Stone for Pipe Foundation	CY	100	75	7,500
34	Select Backfill	CY	300	45	13,500
35	Rock Excavation Mechanical method	CY	50	150	7,500
36	Stream Bank Stabilization Class II Rip Rap	TON	10	250	2,500
37	Install Rock Check Dam	EA	20	150	3,000
38	Wattle Inlet Protection Device	EA	40	180	7,200
39	Erosion Control slope and ditch stabilization matting	SY	220	45	9,900
40	Traffic and Pedestrian Control	LS	1	15,000	15,000
41	Tree Protection Fencing	LF	3000	3	9,000
42	Silt Fence	LF	800	4	3,200
43	Stabilized Construction Entrance	EA	2	2,500	5,000
44	Clearing & Grubbing	LS	1	24,000	24,000

45	Cleanup & Seeding (Min. 5% of Total Bid Items (#2, #3, #4 and #5)	LS	1	45,000	45,000
46	Allowance for 3 rd Party Vibration Monitoring and Soil Compaction Testing	N/A	1	N/A	\$10,000.00
Total of All Unit Price Bid Items (1-46)					1,559,775.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids = Total Bid Price \$ 1,559,775.00

One million five hundred fifty-nine thousand seven hundred seventy five and zero cents

Time of Completion

- 5.02 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 5.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 6 – ATTACHMENTS TO THIS BID

- 6.01 The following documents are submitted with and made a condition of this Bid. Failure to provide the documentation with the bid may be grounds for rejection of the bid.:
- A. Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided).
 - B. In accordance with GS 143-128.2(c), Bidder shall identify on its bid the minority businesses that it will use on the project and the total dollar value of the bid that will be performed by the minority businesses and list the good faith efforts (Affidavit A) made to solicit participation. A Bidder that will perform all of the work with its own workforce may submit an Affidavit (B) to that effect in lieu of the affidavit (A) required above.
 1. Identification of Minority Business Participation.
 2. Affidavit A, Listing of Good Faith Efforts; or Affidavit B, Intent to Perform Contract with Own Workforce.
 - C. Submit the Bidder's Checklist as provided in the bidding documents with the bid submittal. The Checklist shall be completed and included as the first page of the submittal.
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - E. Contractor's License No.: 70877

- 6.02 After the bid opening the Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low Bidder, the Bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:
- A. An Affidavit (C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the goal established by the Owner and indicated in the Instruction to Bidders, paragraph Minority Participation Goals. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort; or
 - B. Affidavit (D) of its good faith effort to meet the goal. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.
- 6.03 Bidder understands that if this Bid is accepted by the Owner, Bidder shall not substitute for the subcontractors named in the Bid Documents except as allowed in the Supplementary Conditions.

ARTICLE 7 – DEFINED TERMS

- 7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 8 – BID SUBMITTAL

Contractor’s License

- A. Number: 70877
- B. Classification: General Contracting
- C. Limitation: Unlimited

Employer’s Tax ID No.: 20-2354828

BIDDER: *[Indicate correct name of bidding entity]*

North American Pipeline Management, Inc.

Telephone Number: 678-820-3991

Fax Number: 678-820-3993

Contact Name and e-mail address: Dorelly A. Herford

dorelly.arango@napminc.com

This Bid Submitted by:

An Individual

Name: _____

(Type or print)

By: _____
(Individual's Signature)

Doing Business As: _____
(Type or print)

A Partnership

Partnership Name: _____

The Organization and Internal Affairs of the Partnership are governed by the laws of the State of: _____

By: _____
(Signature of general partner, attach evidence of authority to sign)

Name: _____
(Type or print)

Title: _____
(Type or print)

Attest: _____
(Signature of Corporate Secretary)

A Corporation

Corporation Name: North American Pipeline Management, Inc.

State of Incorporation: Georgia

Type (General Business, Profession, Service, Limited Liability):
General Business

By: _____
(Signature, attach evidence of authority to sign)

Name: Dorelly A. Herford
(Type or print)

Title: President
(Type or print)

Attest: _____
(Signature of Corporate Secretary) Corporate Seal

Date of Qualification to do business in North Carolina is 1-1-23

Limited Liability Company – LLC

Name of LLC: _____

Name of State under whose Laws the Limited Liability Company was formed: _____

By: _____
(Signature of Manager)

Name: _____
(Type or print)

Title: _____
(Type or print)

Identification of Minority Business Participation

I, North American Pipeline Management, Inc.
(Name of Bidder)

do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work type	*Minority Category
North American Pipeline Management, Inc.	Construction	H/F
12 East Montclair Ave, Greenville, SC 29609		
678-820-3991		

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

The total value of minority business contracting will be (\$) 1,318,640.

State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of Greenville, SC

Affidavit of North American Pipeline Management, Inc.
(Name of Bidder)

In lieu of compliance with the Owner's Minority Business Participation Goals, I hereby certify that it is our intent to perform 100% of the work required for the _____

Lawrence Crossing Sewer Outfall Replacement contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

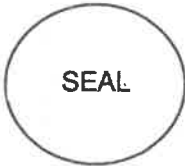
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

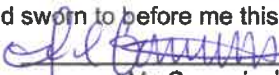
The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: 7-26-23 Name of Authorized Officer: Dorelly A. Herford

Signature: 

Title: President



State of ^{South} North Carolina, County of Greenville
Subscribed and sworn to before me this 26 day of July 2023
Notary Public 
My commission expires My Commission Expires
February 10, 2030

Expiration Date

12/31/2023

License No.

70877

North Carolina

Licensing Board for General Contractors

This is to Certify That:

North American Pipeline Management, Inc

Marietta, GA

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: PU(Water Lines & Sewer Lines)

until

December 31, 2023

when this Certificate expires.

Witness our hands and seal of the Board.

Raleigh, N.C.

02/01/2023

This certificate may not be altered.



Jia Piang
Chairman

C. Hank Wiener
Secretary-Treasurer

**SHAREHOLDER CONSENT TO ACTION OF
NORTH AMERICAN PIPELINE MANAGEMENT, INC.**

The following actions are hereby consented to and hereby taken pursuant to unanimous written shareholder consent and Section 14-2-704 of the Georgia Business Corporation Code.

Notice of the time, place and purpose of the meeting of Shareholders is hereby waived.

The following resolutions and actions are hereby consented to and adopted:

RESOLVED, that the number of Directors is hereby fixed at one (1) and the following person is hereby elected to act as Director for the ensuing year and until their successors have been elected and qualified:

Dorelly Arango Herford

FURTHER RESOLVED, that the directors and the proper officers of the Corporation and any of them be and they are hereby authorized, empowered, and directed to do and perform any and all acts and deeds necessary to carry out the purposes of the foregoing resolutions.

The Secretary is hereby directed to file this Consent in the minute book of the Corporation.

Done the 5th day of September, 2012.


DORELLY ARANGO HERFORD

**CONSENT OF THE BOARD OF DIRECTORS
OF
NORTH AMERICAN PIPELINE MANAGEMENT, INC.**

The Board of Directors of North American Pipeline Management, Inc., a Georgia corporation, by unanimous written consent, hereby consents to and hereby takes the following action pursuant to Section 14-2-821 of the Georgia Business Corporation Code.

Notice of the time, place and purpose of the meeting of the Board of Directors is hereby waived.

The following resolutions and actions are hereby consented to and adopted:

RESOLVED, that the following individuals are hereby elected to serve as officers of the Corporation for the ensuing year and until their successor(s) shall be duly elected and qualified:

Dorelly Arango Herford – President
Brandon Leipprandt – Vice President, Treasurer
Bryce Yarbrough – Secretary

FURTHER RESOLVED, that the proper officers of the Corporation and any of them be and they are hereby authorized, empowered, and directed to do and perform any and all acts and deeds necessary to carry out the purposes of the foregoing resolutions.

The Secretary is hereby directed to file this Consent in the minute book of the Corporation.

Done the 5 day of September, 2012.


DORELLY ARANGO HERFORD

**LAWRENCE CROSSING SEWER OUTFALL REPLACEMENT
TOWN OF APEX
APEX, NORTH CAROLINA**

SUBJECT: ADDENDUM NO. 1

JULY 25, 2023

To the Plans and Specifications for:
Lawrence Crossing Sewer Outfall Replacement
Apex, N.C.

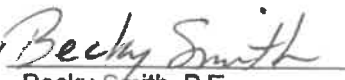
To: PROSPECTIVE BIDDERS AND OTHER CONCERNED PARTIES

This ADDENDUM forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Bidders shall acknowledge receipt of the ADDENDUM in the space provided on the Bid Form. Failure to do so may subject the Bidder to Disqualification.

- A. Previous Addenda Requirements
 - 1. N/A
- B. Bidding Requirements
 - 1. The meeting minutes from the July 20, 2023, Pre-Bid Meeting are attached. The Attendees' list, including contact information, is included with the minutes.
- C. Contracting Requirements
 - 1. Document C-111, Advertisement for Bids
 - a. Replace Bid date of Thursday, August 3, 2023, with Tuesday, August 8, 2023. Time and place to remain the same.
- D. Technical Specification Requirements
 - 1. N/A
- E. Drawing Requirements
 - 1. N/A

Bids will be received until 10:00 am, August 8, 2023

FOR THE OWNER
Town of Apex

BY 
Becky Smith, P.E.

END OF DOCUMENT

July 25, 2023

Project	Town of Apex – Lawrence Crossing Sewer Outfall Replacement	From	Hydrostructures
Subject	Pre-Bid Agenda with Minutes	Tel	919-542-5002
Venue/Date/Time	105-B Upchurch Street, Apex, NC July 20, 2023 / 10:00 AM	Job No	NCAP. 20.01

1. Introduction

- Matt Reker – Town of Apex – Engineer / Project Manager
- Jimmy Cornell – Town of Apex – Utilities Operation Manager
- Jacob Perry – Town of Apex – Utilities Engineer
- Becky Smith – Hydrostructures – Engineer / Project Manager
- Questions/Clarifications – Email Becky Smith, addressed via addendum
- Last day for questions – Friday, July 28, 2023 @ 5pm

2. Project Overview

- Approximately 2,300 LF of open-cut installation of 8", 12", and 18" gravity sewer pipe
- One Bore and jack installation with 16-inch steel casing pipe.
- Installation of 4 Precast Manholes 4' Diameter
- Installation of 5 Precast Manholes 5' Diameter
- Installation of 1 Precast Manhole 6' Diameter
- Installation of 1 Armorock Composite Manhole 5' Diameter
- Approximately 23 VF of Cementitious manhole rehabilitation
- Access improvements, flow control, traffic control, and site restoration

3. Project Schedule

- Bid Date – Due at Water Resources Department, 105-B Upchurch Street on ~~Thursday, August 3, 2023~~, **Tuesday, August 8, 2023**, at 10:00 am.
- Town recommends a shipping delivery date of at least one day ahead of time or hand delivering to 105-B Upchurch Street if submitted the day of the bid.
- 90 Days for Substantial Completion / 120 Days for Final Completion
- Liquidated Damages - \$750/day
- Anticipated Notice-to-Proceed – October 2023

4. Bid Package Requirements

- Reference 00410A Bidder's Checklist
- Bid Bond
- NC Contractors License Number
- Acknowledgement of Addenda
- MWBE Forms
- The contractor is encouraged to pay special attention to the "Unit Prices Section" for clarification of how items are to be paid and what is/is not included with each bid item.

HYDROSTRUCTURES®

5. MWBE Requirements

- 10% participation goal
- Submit required forms with Bid - Affidavit A or B

6. Working Hours

- Regular working hours are defined as 8:00 am to 5:00 pm, Monday - Friday, Eastern Standard Time.
- No weekend or Holiday work allowed
- Night work or deviation to standard working hours will be considered by the Town on a case-by-case basis
- When working within NCDOT Right-of-Way follow traffic control plan sheets

7. Project Plan Set

- Overall and General Notes (Sheet 2)
- Plan and Profile (Sheet 3-6)
- Details (Sheet 7-12)
- Traffic Control Plan (Sheet 13-17)

8. Permits

- NCDOT Encroachment
- Apex Wastewater Construction Permit
- USACE notification and approval (NWP 58)

9. Technical Considerations

- Sewer debris may be disposed of at the Town's WWTP on Hwy 55
- Disposal of construction waste is the responsibility of the Contractor
- Water may be obtained from the Town of Apex at no cost, but the contractor will need to get a water meter to keep up with usage (Coordinate with the Town of Apex)
- Water may also be obtained from the Town's Bulk Water Station located at 105-A Upchurch Street
- Flowable fill shall be used in cuts and for abandonment of existing sewer pipes
- Plan to protect and not disturb sidewalk on S. Hughes Street
- 5' Diameter Armorrock Composite Manhole to be used in Perry Road
- The location of the Composite manhole will be determined from the location of the existing 6-inch sewer force main that is in Perry Road. The force main will need to be connected to the proposed composite manhole on a new straight alignment, removing all the existing angles and bends

10. Pre-Bid Meeting Attendance

Name	Email
Becky Smith	becky.smith@hydrostructures.com
Matthew Reker	Matthew.reker@apexnc.org
Jimmy Cornell	Jimmy.Cornell@apexnc.org
Jacob Perry	Jacob.Perry@apexnc.org

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Jacob Kent.	bids@moffatpipe.com
Jose Fuentes	bids@parknc.com
Tanner Goss	ap@parknc.com
Ian Dunn	ldunn@rainforrent.com

11. Questions/Discussions

- A new requirement for contractors working for Apex is to identify all their equipment with a magnetic sign as shown in Section 01500. 1.06. G. Vehicle Signage.
- Does the Town have equipment noise requirements? No. Standard OEM requirements apply to equipment. Noisy equipment that is in disrepair is expected to be maintained.
- What was the cause for the project delay as it was originally bid in early 2022? Pipe supply issues and acquisition of a small piece of easement. All easements have been acquired by the Town and are shown on the plans.
- The project is to be substantially complete in 90 days. Is there flexibility if the composite manhole cannot be delivered within this schedule? The Town is open to discussing supply issues but may elect to revise the design if the composite manhole cannot be obtained.
- Is bypass pumping required to be monitored continuously? Yes, 24/7. See Section 01520. 1.07. D. The Town expects that the contractor will avoid running bypass pumps at night in residential areas and that work hours will be adhered to in order to be respectful of residents. See Section 01520. 1.07. F. for noise reduction features required on the bypass pumping system.
- The Town asks that as contractors walk through the project area to study the area before bidding, that any residents with questions be directed to Town staff.
- Contractors will be provided with a template for door hangers that must be distributed prior to starting construction in each area.
- Is the new sewer alignment between James Street and Perry Road similar to the old alignment? Yes – Where the alignment has been changed significantly – on sheet 3 – the old alignment has been shown.
- The bid opening date has been rescheduled to **Tuesday, August 8, 2023, at 10:00 am.**

**LAWRENCE CROSSING SEWER OUTFALL REPLACEMENT
TOWN OF APEX
APEX, NORTH CAROLINA**

SUBJECT: ADDENDUM NO. 2

AUGUST 8, 2023

To the Plans and Specifications for:
Lawrence Crossing Sewer Outfall Replacement
Apex, N.C.

To: PROSPECTIVE BIDDERS AND OTHER CONCERNED PARTIES

This ADDENDUM forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Bidders shall acknowledge receipt of the ADDENDUM in the space provided on the Bid Form. Failure to do so may subject the Bidder to Disqualification.

- A. Previous Addenda Requirements
 - 1. Document C-111, Advertisement for Bids
 - a. Replace Bid date of Thursday, August 3, 2023, with Tuesday, August 8, 2023. Time and place to remain the same.
 - 2. The meeting minutes from the July 20, 2023, Pre-Bid Meeting were attached.
- B. Bidding Requirements
 - 1. N/A.
- C. Contracting Requirements
 - 1. Document C-111, Advertisement for Bids
 - a. Replace Bid date of Tuesday, August 8, 2023, with Thursday, August 24, 2023.
 - b. Replace time of bid opening from 10:00 am to 11:00 am. Place to remain the same.
- D. Technical Specification Requirements
 - 1. N/A
- E. Drawing Requirements
 - 1. N/A

Bids will be received until 11:00 am, August 24, 2023

FOR THE OWNER
Town of Apex

BY Becky Smith
Becky Smith, P.E.

END OF DOCUMENT

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Town of Apex (“Owner”) and
North American Pipeline Management, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Lawrence Crossing Sewer Outfall Replacement

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Hydrostructures .

3.02 The Owner has retained Hydrostructures to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 days after the date when the Contract Times commence to run.

B. Parts of the Work shall be substantially completed on or before the following Milestone(s):

1. N/A

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the

delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$750 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$750 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
4. Milestones: Contractor shall pay Owner \$750 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
 - B. Total of Unit Price Work \$ 1,559,775.00 .
 - C. All Work, at the prices stated in Contractor's Bid, is attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 Interest on final payments due to prime contracts shall accrue in accordance with North Carolina General Statute 143-134.1.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of

construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Power of Attorney (pages 1 to , inclusive).
 - 5. Certificate of Insurance (pages 1 to , inclusive).
 - 6. General Conditions (pages 1 to 65, inclusive).
 - 7. Supplementary Conditions (pages 1 to 20, inclusive).
 - 8. Specifications as listed in the table of contents of the Project Manual.
 - 9. Drawings (not attached but incorporated by reference) consisting of 17 sheets with each sheet bearing the following general title: Lawrence Crossing Sewer Outfall Replacement.
 - 10. Addenda (numbers 1 to 2, inclusive).
 - 11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 23, inclusive).
 - b. Notice of Award (pages 1 to , inclusive).
 - c. Documentation submitted by Contractor prior to Notice of Award.
 - d. Affidavits.
 - 12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
 - C. There are no Contract Documents other than those listed above in this Article 9.
 - D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of

Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.08 Anti-Human Trafficking

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

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 9/26/23 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Town of Apex

North American Pipeline Management, Inc.

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

P.O. Box 250

12 East Montclair Ave

Apex, NC 27502-0250

Greenville, SC 29609

License No.: 70877
(where applicable)

If Contractor is a corporation, partnership, or joint venture, attach evidence of authority to sign.

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

Antwan Morrison, Finance Director



Town of Apex

CAPITAL PROJECT ORDINANCE AMENDMENT 2024-7

Water & Sewer Capital Project Fund

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

Section 1. The revenues anticipated for the projects are:

65-9275-1208-39732	Inflow & Infiltration: Transfer from W/S Fund	(640,000)
65-9275-1223-39732	Lawrence Crossing: Transfer from W/S Fund	640,000
Total Revenues		\$0

Section 2. The expenditures anticipated are:

65-9275-1208-47300	Inflow & Infiltration: Capital Outlay Improvements	(640,000)
65-9275-1223-47300	Lawrence Crossing: Capital Outlay Improvements	640,000
Total Expenditures		\$0

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

Adopted this the 10th day of October, 2023.

Attest:

Jacques K. Gilbert, Mayor

Allen L. Coleman, CMC, NCCCC
Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: October 10, 2023

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

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

- September 19, 2023 - Work Session Meeting Minutes
- September 26, 2023 - Regular Town Council Meeting Minutes
- October 3, 2023 - Special Town Council Meeting Minutes - Appointed Personnel Evaluations

Approval Recommended?

The Town Clerk recommends the Town Council approve the meeting minutes as presented or amended.

Item Details

In accordance with 160A-72 of North Carolina General Statutes (NCGS), the Governing Board has the legal duty to approve all minutes that are entered into the official journal of the Board's proceedings.

Attachments

- CN5-A1: **DRAFT** Minutes - September 19, 2023 - Work Session Meeting Minutes
- CN5-A2: **DRAFT** Minutes - September 26, 2023 - Regular Town Council Meeting Minutes
- CN5-A3: **DRAFT** Minutes - October 3, 2023 - Special Town Council Meeting Minutes - Appointed Personnel Evaluations



DRAFT MINUTES

**TOWN OF APEX
TOWN COUNCIL WORK SESSION
TUESDAY, SEPTEMBER 19, 2023
3:30 P.M.**

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The Apex Town Council met for a work session on Tuesday, September 19, 2023 at 3:30 p.m. at the Apex Town Hall located at 73 Hunter Street in Apex North Carolina.

This meeting was open to the public. Members of the public were able to attend this meeting in-person or watch online via the livestream on the Town’s YouTube Channel: <https://www.youtube.com/watch?v=3W5fcSjWifI>

[ATTENDANCE]

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

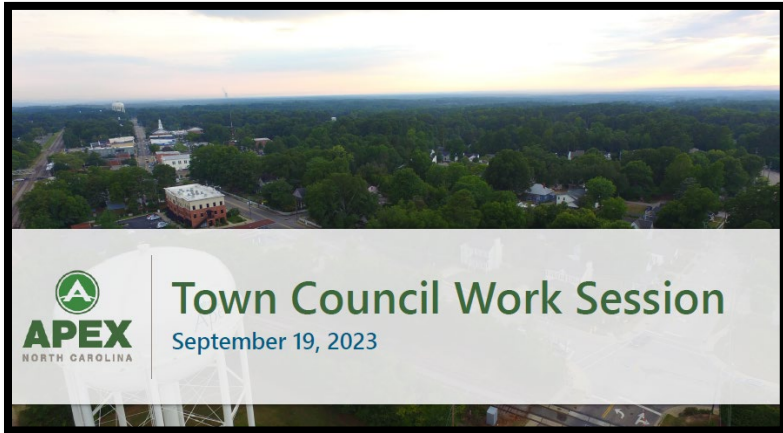
- Town Staff
- Interim Town Manager Shawn Purvis
- Assistant Town Manager Demetria John
- Assistant Town Manager Marty Stone
- Town Attorney Laurie Hohe
- Town Clerk Allen Coleman
- Deputy Town Clerk Ashley Gentry
- Electric Utilities Director Eric Neumann
- Budget and Performance Director Amanda Grogan
- Finance Director Antwan Morrison
- All other staff members will be identified appropriately below.

[COMMENCEMENT]

Mayor Gilbert called the meeting to order at 3:38 p.m. and led the Pledge of Allegiance.

DRAFT MINUTES

1 **[SLIDE-1]**



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4 **[AGENDA ITEM NO. 1 - NORTH CAROLINA DEPARTMENT OF**
5 **TRANSPORTATION (NCDOT) RECONNECTING COMMUNITIES AND**
6 **NEIGHBORHOODS GRANT - S-LINE RAIL CORRIDOR - MOBILITY HUB FUNDING**
7 **MATCH]**

8 **Shannon Cox**, Long-Range Planning Manager, gave an overview of the funding. She
9 added this was presented to Council at the September 12, 2023 Town Council meeting. She
10 said the requested motion before Council is to approve a Resolution of Support and Letter of
11 Commitment, that would authorize 20% match for the grant, totaling 460,000 thousand
12 dollars and to authorize the Interim Town Manager to execute on behalf of the Town.

13 **Councilmember Zegerman** asked if 460,000 thousand dollars came out of reserves.

14 **Ms. Cox** said NCDOT indicated that the town can spread the funding out over
15 multiple budget years.

16 **Interim Town Manager Purvis** said the town doesn't have plans for the funding this
17 year. He stated this commitment would include this project on the CIP moving forward.

18 **Mayor Gilbert** said the motion has been presented.

19 A **motion** was made by **Councilmember Gantt**, seconded by **Councilmember**
20 **Zegerman**, to approve a Resolution to Support Development of the S-Line Rail Corridor and
21 to Provide Local Funding to Match a Federal Grant Opportunity for Mobility Hub Design and
22 Project Development Activities, and to authorize the Interim Town Manager to sign the Letter
23 of Commitment.

24

25 **VOTE: UNANIMOUS (5-0)**

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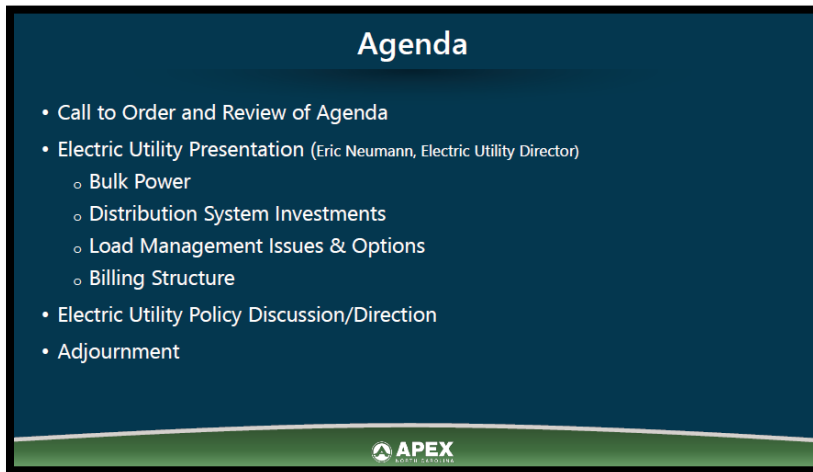
DRAFT MINUTES

1 **[ITEM NO. 2. ELECTRIC UTILITY PRESENTATION] (REF: RES-2023-061 and**
2 **OTHER-2023-092)**

3 **Interim Town Manager Shawn Purvis** stated it's important to be prepared for the
4 future and to make sure the town is planning for growth. He stated not just the physical
5 growth of the town but also how the demand on the electric system is growing. He stated
6 direction will be asked of Council and stated these items will be reflected in the next budget.

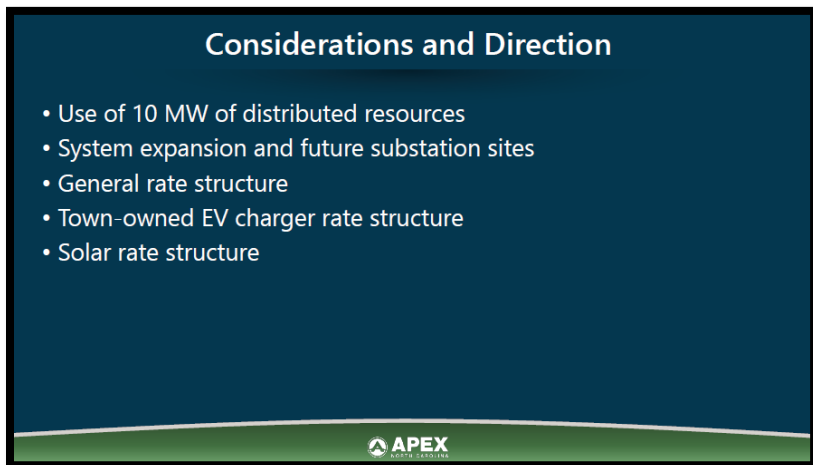
7 **Eric Neumann**, Electric Utilities Director, gave an overview presentation of electric
8 utilities bulk power, distribution system investments, load management issues & options, and
9 a discussion on EV Charger usage.

10 **[SLIDE-2]**



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12 **[SLIDE-3]**



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DRAFT MINUTES

1 [SLIDE-4]

Bulk Purchase from Duke

- 2/3 of monthly bill is demand, 1/3 is energy
- Town recoups cost through our rates, which is generally based on energy usage profiles
- June 2023 bill

MEMBER	BILL DATE	DUE DATE	FOR SERVICE	TOTAL DUE
APEX	07/10/23	07/20/23	06/01/23 - 06/30/23	\$3,170,089.99

Wholesale Power Service Schedule FR-8

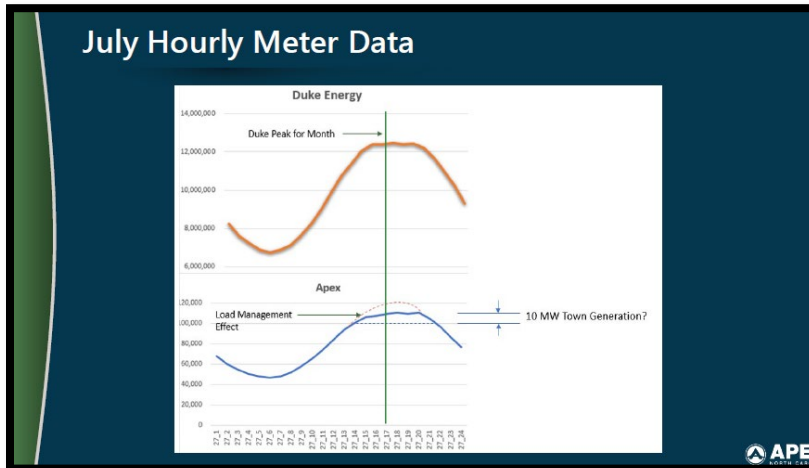
DESCRIPTION	RATE	QTY	AMOUNT
Demand Charges:			
All Demand	\$21.17/kW	96,782	2,048,874.94
Energy Charges:			
Monthly Energy Charge	\$.02673/kWh	37,672,000	1,006,972.56

NCEMPA: DEP BILLING PEAK: 06/26/2023@18:00, 11,371 MW (09:19grd/mj)

APEX
SOUTH CAROLINA

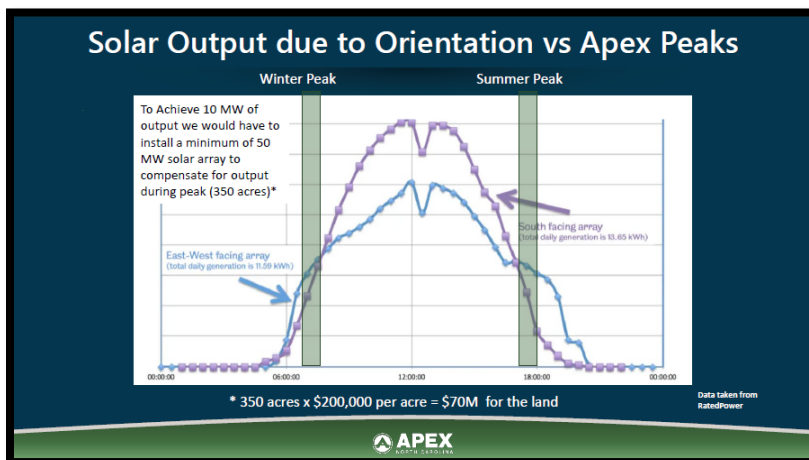
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3 [SLIDE-5]



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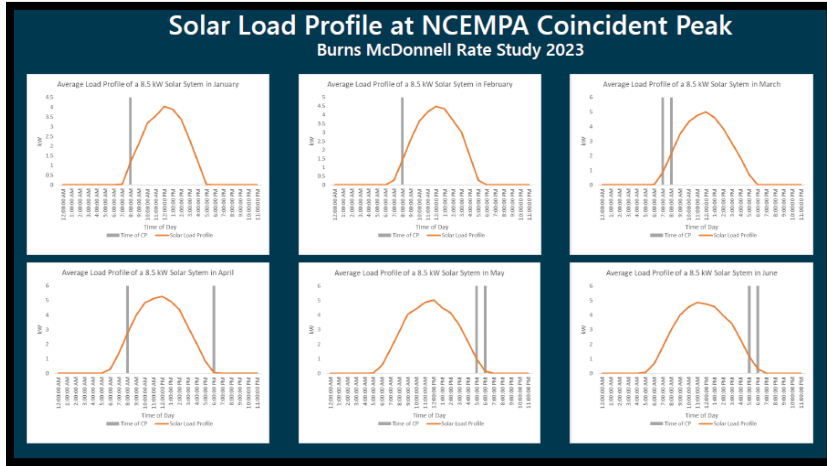
5 [SLIDE-6]



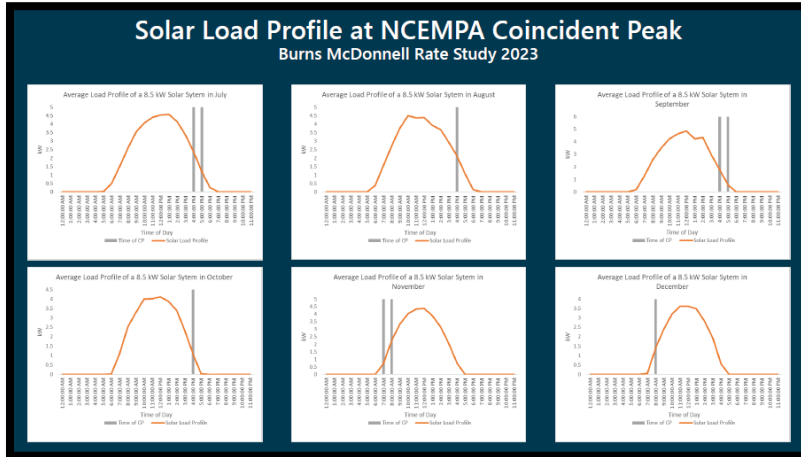
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DRAFT MINUTES

1 [SLIDE-7]



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3 [SLIDE-8]




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5 [SLIDE-9]

Distributed Resources- Allocation of 10 MW

- Recent change with Full Requirements contract* allows Apex to install Approximately 10 MW of generation that can be used to offset peak demand. This number will be adjusted annually and will go up over time.
- How does Apex intend to use this allocation?
- Monthly savings = \$230,000 based on 10 MW @\$23/kW

*The Full Requirements contract with Duke guarantees supply of power at the agreed upon price. Apex is mostly shielded from any rolling blackouts to help with high energy demand periods.






6
Page 5 of 22

1 [SLIDE-10]


Generation Options*

- Battery Storage \$15M + fuel cost
- Natural Gas Generators \$10M + fuel cost
- Gas Turbine Generators \$7M + fuel cost
- Sell / Lease credits (not feasible at this time)



* Note: Solar is non-dispatchable and would not meet intent to reduce peak demand (a utility scale 10 MW of solar would occupy minimum 70 acres, @ 20% output you would need 350 acres minimum to hit 10 MW at peak)

<https://www.enr.com/resources/story/installed-natural-gas-generator-construction-cost-in-the-us-by-type/>




2

3 [SLIDE-11]

Battery Storage

- Solution is dispatchable and reliable
- Could structure contract w/vendor to finance/maintain/operate (extends payback period)
- Could couple w/solar array to recharge (part or all) batteries (no payback possible)
 - Cost to recharge from Duke approx. \$600 each cycle
 - Cost to recharge from Solar
 - Partial charge 1 MW system (\$1.5M for solar array*, \$1.4M for 7 acre land purchase + cost to top off batteries from Duke < \$600)
 - Full charge (6 Hr recharge) est. 10 MW system (\$15M for solar array*, \$14M for 70 acre land purchase @\$200,000 per acre)

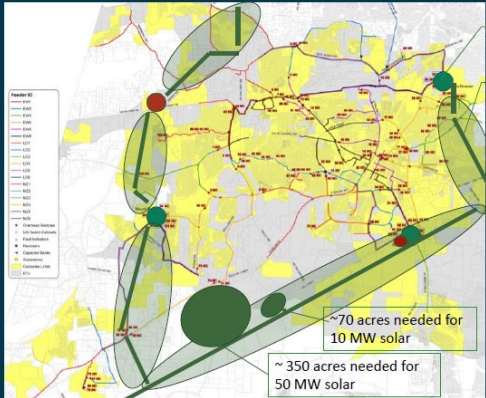
*Cost estimates from Colwell Solar and GTM (Greentech Media) Research



4


5 [SLIDE-12]

Bulk Power Expansion Plan and Land Acquisition



- Existing Substation
- Existing Transmission

\$3M – East Williams Expansion – Necessary for expansion of Veridea Property



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DRAFT MINUTES

1 [SLIDE-13]

Substation Maintenance


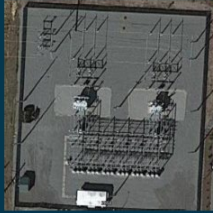
Laura Duncan (\$660K+)

- Replace Recloser HV Units 2023 (\$150K)
- Integrate Regulators into SCADA (\$10K)
- Replace High Voltage Breakers / Relays (\$500K)



Mt Zion (\$230K+)

- Replace Regulator Controls 2024 (\$100K)
- Overhaul 18 Regulators 2024 (\$120K)
- Integrate Regulators into SCADA (\$10k)




2

3 [SLIDE-14]

General Construction / Maintenance Costs

- Current rates cannot support material price increases
- Material cost increases:
 - Transformers (200% or 3x)
 - Wire (300% or 4x)
 - Lighting fixtures (100% or 2x)
 - LED changeout program originally estimated in 2019 @\$1.5M is now estimated @ over \$3M
- Material delivery dates still excessive (over 1 year in some cases)




4

5 [SLIDE-15]

Time Dependency of Usage

- TOU Rates
 - Not all kW-hours created equal
 - Pass savings on to customers for off peak usage
 - Accurately charge users on peak their share of bulk purchase
 - Drives usage behaviors that allow us to control costs and pass savings on appropriately
- Transition Plan
 - Requires AMI to implement (approx. 2 years out)
 - Consider displaying 2 bills for 1 year : standard rate (flat kWhr) and TOU rate (on/off peak)
 - Would allow customers to alter usage without any impact to bill for 1 year period
 - Develop interim rate and refine as AMI data becomes available
- Option - Move towards unbundled rate structure- 100% fixed costs recouped via fixed charge



6

DRAFT MINUTES

1 [SLIDE-16]

Potential Successful Behavioral Changes (TOU)

- Customers shift discretionary load off-peak reducing the largest component of our Duke Energy bill
- Revamp load management program to reduce peak demand charge and eliminate payments to residences signed up for load control (avoided costs for peak energy will provide compensation)
- TOU may eliminate issue with EV charging on peak without spending money and time to implement control mechanism

APEX ENERGY SOLUTIONS

2

3 [SLIDE-17]

EV Charger Concerns

- Charging on peak impacts our cost
- System cannot support level 3 fast chargers
- Level 2 chargers need to be throttled during peak
- Commercial
 - Cost recovery for the required infrastructure to support
 - Chargers installed under general meter

APEX ENERGY SOLUTIONS

4

5 **Councilmember Mahaffey** asked if these would be town-owned EV chargers.

6 **Director Neumann** said yes, these would be town-owned chargers.

7 **Councilmember Zegerman** asked how an EV charger would be throttled without
8 load management.

9 **Director Neumann** said a lot of them were programmable, so the town could
10 program them to work that way.

11 **Interim Town Manager Purvis** said residential or commercial customers who
12 installed EV chargers would have to do that and pay for it on their own.

13 **Councilmember Zegerman** asked if it would only cover 1/3 of the power bill.

14 **Director Neumann** said yes, they just have to make sure they are able to cover their
15 rates.

DRAFT MINUTES

1 **[SLIDE-18]**

Impacts of Conversion to 100% EV's

- Assumptions:
 - 100% conversion to EV's- each residence will have 1 EV charger
 - EV demand on residential service will double load predictions for planning purposes
- Upgrades needed
 - 20% of installed cable system
 - 80% of installed transformer capacity
 - 2 additional substations to add to bulk capacity
- Rough costs:
 - Upgrade 450 miles of underground primary cable- @ 20% replacement due to load
 - 500,000ft x \$30/ft = \$15M
 - 5,500 service transformers- @80% needing upgrading
 - 4,400 units x \$6,800/unit = \$30M
 - Land for 2 substations \$2M
 - 2 substations - \$6M to \$10M

Potential Upgrade Cost of \$57M⁺

2

3 **Councilmember Gantt** asked if transformers are stressed by the amount of power
 4 that's flowing through them. He said he assumes people are charging the EV's at night which
 5 is low peak, which would help to even things out more.

6 **Director Neumann** said with EV charging increasing and the work in promoting
 7 certain behavior, everyone is going to plug in at the same time, and the town has more
 8 diversity in times when vehicles are charged now.

9 **Councilmember Zegerman** asked if not every car will be plugged in at the same time
 10 because not every car will need to be charged.

11 **Assistant Town Manager Stone** said the issue is the town can't control when
 12 someone is going to plug it in, unless there is an Ordinance in place. He said it's a matter of
 13 being able to serve your customer whenever they plug their EV in, and ensure the maximum
 14 amount is available.

15

16 **[SLIDE-19]**

EV Charging Rates Study

- Background
 - Developed modeling with Electricities
 - Based on number of factors
 - E.g. installation & maintenance costs
- Assumptions
 - 10 Level 2 Chargers

	Level 1	Level 2	Level 3
Type of Current	AC	AC	DC
Voltage	120V	240V	480V
Connector Type	J1772	J1772	CCS1
Average Charge Time (from empty)*	11-20 hours	3-8 hours	30-60 minutes
Average Miles Per Hour Charged*	5	12-80	75-1200
Use	Slow	Fast	Faster

*Average charge time and miles per hour charged is dependent on the individual car's occupancy rate and the power output of the charging station.

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DRAFT MINUTES


1 **Paul Broussard**, Budget and Performance Analyst, gave an overview on the cost
 2 estimates for proposed EV chargers.

3 **[SLIDE-20]**

If we charge for EV Charger usage...

- We expect to need to generate \$700-\$800 a month per charger to break even over next 10 years (with no limits).

Variable Costs	
Expected kWh	2,519
Monthly Charges	63
Monthly kWh	2,569
Cost per kWh	\$ 0.20
Energy Cost	\$ 512.52
Network Premium	10%
Fixed Cost	
Charger Install	\$ 20,000
Monthly Capital Recovery	\$ 166.67
Total Monthly Cost	\$ 730.43




4
 5 **[SLIDE-21]**

If we charge for EV Charger usage...

- Low end: \$.327 per kWh
- High end: \$.555 per kWh
- This could be reduced to a little over \$.10 per kWh by restricting charging during peak hours (assuming high load factor).

Retail Energy Charge per kWh	Charger Replacement per kWh	Total Unit Charge Rate per kWh	Total Unit Charge Rate per kWh Including Network Premium
\$0.7177	\$0.9160	\$1.634	\$1.797
\$0.4184	\$0.4837	\$0.902	\$0.992
\$0.3112	\$0.3289	\$0.640	\$0.704
\$0.2659	\$0.2480	\$0.505	\$0.555
\$0.2222	\$0.2003	\$0.423	\$0.465
\$0.1995	\$0.1876	\$0.387	\$0.404
\$0.1832	\$0.1441	\$0.327	\$0.360
\$0.1709	\$0.1263	\$0.297	\$0.327
\$0.1536	\$0.1013	\$0.255	\$0.280
\$0.1421	\$0.0846	\$0.227	\$0.249
\$0.1338	\$0.0726	\$0.206	\$0.227
\$0.1275	\$0.0636	\$0.191	\$0.210
\$0.1227	\$0.0566	\$0.179	\$0.197
\$0.1188	\$0.0510	\$0.170	\$0.187




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DRAFT MINUTES

1 **[SLIDE-22]**

Recommended

- We recommend setting initial rate of \$.139 per kWh and either not allowing or heavily throttling charging during peak hours.
- If we do not restrict charging during peak hours, we recommend setting an initial rate of \$.505 per kWh, and adjusting down when we have a better idea of load factor.



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3 **[SLIDE-23]**

No charge - EV Charging

- If Town provides EV Charging at no cost to the consumer:
 - \$95,000-\$105,000 expense over the 10 year life cycle per charger
 - Restricting charging during peak hours, we can reduce this cost to between \$25,000-\$35,000 per charger over 10 years.

Recommendation: throttle charge capacity or restrict charging to off peak times; with only 10 charging station to start, this could save hundreds of thousands of dollars over the next decade.

Variable Costs	
Expected kWh	2,519
Monthly Charges	63
Monthly kWh	2,569
Cost per kWh	\$ 0.05
Energy Cost	\$ 128.13
Network Premium	0%
Fixed Cost	
Charger Install	\$ 20,000
Monthly Capital Recovery	\$ 166.67
Total Monthly Cost	\$ 294.80



4

5 **Councilmember Zegerman** asked if the cost would be one hundred thousand dollars
6 per year per charger.

7 **Mayor Pro-Tempore Killingsworth** said it's over a lifetime.

8 **Councilmember Zegerman** confirmed that it's a hundred thousand dollars per
9 charger over 10 years, which potentially would be a hundred-thousand-dollar subsidy a year.

10 **Councilmember Mahaffey** said he was glad it was coming from charging during the
11 peak window.

12 **Councilmember Gantt** asked if the length of that was an hour per day.

13 **Interim Town Manager Purvis** said it depends on when the peak time is set, but they
14 don't know when that will be. He said there is a window of about 4-6 hours where the peak
15 could be.

DRAFT MINUTES

1 **Mayor Pro-Tempore Killingworth** asked if the town trying to restrict four to six hours
2 of use randomly to address the problem.

3 **Director Neumann** said it's predictable by season. He said if the town had a control
4 mechanism, they could potentially use it to dynamically identify when those periods would
5 be.

6 **Director Grogan** said the town can typically narrow it down to a specific window.

7 **Councilmember Mahaffey** said he thinks its important to keep consistency so the
8 users know. He said it would be good if they understood that Apex chargers wouldn't work
9 between 5 and 6 PM, or whatever the window may be.

10 **Director Neumann** said most of the EV chargers are programmable to throttle, so
11 someone can connect during the highest hours and still get a limited charging rate if that's
12 what they chose to do instead of cutoff.

13 **Councilmember Gray** asked if the town is incorporating the price of who would be
14 managing the program, and whether it's high-end or low-end.

15 **Director Grogan** said that's part of the analysis and the cost is captured.

16 **Mayor Pro-Tempore Killingsworth** said she would prefer to adjust the rates, since
17 the times would be inconsistent across the year, to minimize confusion.

18 **Councilmember Gray** said the time of day will reflect how much the charge will be.
19 He said it would show what the price was when somebody would be wanting to plug in.

20 **Interim Town Manager Purvis** said that would be time of use, and the town does
21 have the technology to be able to implement that.

22 **Councilmember Zegerman** asked if the town still needed to manage the time
23 depending on conditions, or if it would be able to be programmed up front.

24 **Director Neumann** said the companies he has talked to, that's part of the contract
25 where they build the programing and it's highly flexible. He said the structure can be
26 changed throughout the day or seasonally.

27 **Mr. Broussard** said one thing they would need to look out for if they offered it for free
28 at point of service to the consumer would be expected demand. He said the model built in an
29 assumed 15% demand increase for that scenario. He said this would need to be monitored
30 and adjusted over time.

31 **Interim Town Manager Purvis** said the town is more likely to be installing more EV's
32 than other municipalities, based on their own UDO requirements. He said he has seen
33 citizens come and try to charge at Town Hall or other town facilities. He said his
34 recommendation would be if the Town moves towards a time to charge, he said there's a
35 system mechanism for capturing that charge. He said this would help with not having to put
36 up signs or having to deter the public from charging. He said it would actually open up to the
37 public, where if a citizen wants to charge their EV and they're willing to pay, then the Town

DRAFT MINUTES

1 would not be fighting back and forth. He said this might increase the number of charges and
2 EV chargers available.

3 **Assistant Town Manager Stone** said could create issues for certain departments as
4 more town cars transition to electric, if the public was using up a town vehicle charger that an
5 employee would plug the car into to have it ready for the next morning. He said it's important
6 to ensure town services can still be consistently provided.

7 **Mayor Pro-Tempore Killingsworth** said her preference is not to offer for free but to
8 use time of use.

9 **Councilmember Mahaffey** said he was concerned about the time of use, because it
10 was a variable rate, and he wasn't sure if that would accomplish their goal.

11 **Councilmember Zegerman** said he liked the idea of throttling during peak hours, so
12 the town wouldn't see a big bill on the back end.

13 **Councilman Mahaffey** said it seems unavoidable to throttle during that time because
14 the costs are so high. He said he prefers to be consistent so people don't have to guess if the
15 charge would be throttled at varying times. He said it would be good to be able to narrow it
16 down to a smaller window of time, such as 15 or 30 minutes. He said the town's contract with
17 ElectriCities dictates a lot of the policy choices they can make.

18 **Councilmember Zegerman** said Director Neumann mentioned the 23 dollar raise
19 with Duke, and asked how long that price was locked in for.

20 **Director Neumann** said he has five-year projections.

21 **Interim Town Manager Purvis** said the town has two more years on the current
22 contract. He said renegotiations will be starting very soon as it's a long process. He said the
23 town just got a 53 million dollar true-up.

24 **Councilmember Mahaffey** asked if that charge was because the town did not use
25 enough energy.

26 **Assistant Town Manager Stone** said it was fuel adjustment.

27 **Interim Town Manager Purvis** said the true-up was an additional month for the town.

28 **Councilmember Mahaffey** asked when the contracts are renegotiated, if more costs
29 would be passed onto the town, such as 30 percent from Duke Energy.

30 **Interim Town Manager Purvis** said it's likely. He said what would likely get better
31 would be the resources that the town is allowed to have. He said they may can expand the
32 capacity,

33 **Councilmember Mahaffey** asked if Duke is wanting to incentivize the town to have
34 that capacity.

35 **Interim Town Manager Purvis** said they did not want the town to have that capacity.
36 He said that is money out of their pocket.

DRAFT MINUTES

1 **Councilmember Zegerman** asked to what extent town solar capacity can offset or
2 generate additional the 10 mW that is needed.

3 **Interim Town Manager Purvis** said commercial or residential solar only goes back to
4 that building and doesn't contribute to the system.

5 **Councilmember Zegerman** asked if that was giving back to the grid.

6 **Councilmember Mahaffey** said only if there is more generated than is used.

7 **Interim Town Manager Purvis** said a large amount is needed to make an impact.

8 **Councilmember Mahaffey** said time is the issue as well, such as where the peak
9 comes in.

10 **Councilmember Zegerman** asked if the results of the study are in regarding terms of
11 division of solar revenue.

12 **Assistant Town Manager Stone** said he should have something in a couple weeks to
13 share.

14 **Mayor Gilbert** asked about the EV police vehicles being taken home and what is the
15 plan for that.

16 **Interim Town Manager Purvis** said that's next on the list, but public safety and other
17 large vehicles present complications, and the technology isn't fully there yet for an overall
18 electric transition.

19 **Mayor Gilbert** said the town could offer compensation to staff who charge vehicles at
20 home.

21 **Interim Town Manager Purvis** said those are the things they know will have to tackle.

22 **Director Grogan** said one of the priorities is to map out what a time-frame looks like
23 for where infrastructure needs to be, then look at if there is infrastructure that needs to be
24 upgraded in order to support a long-term plan.

25 **Interim Town Manager Purvis** said the staff needs to know what kind of billing
26 model. He said it's not happening right now, at least two years out, but there needs to plan to
27 know how to set up a system and set up communications plans to encourage behaviors.

28 **Mayor Pro-Tempore Killingsworth** asked if there any other energy that could
29 generate some sort of electricity other than solar energy.

30 **Interim Town Manager Purvis** said wind and hydro are not an option here. He said
31 there is a difference between renewable and clean energy, and most of the town's energy
32 comes from the nuclear plant, which is considered clean energy.

33 **Councilmember Zegerman** asked why wind was not an option.

34 **Councilmember Gantt** said Apex is in the least windy part of the state.

DRAFT MINUTES

1 **Mayor Pro-Tempore Killingsworth** said there is always technologies that are coming
2 out.

3 **Interim Town Manager Purvis** said the town would be open to new technologies. He
4 said battery storage is another clean option since the energy comes from clean energy.

5 **Assistant Town Manager Stone** said the town is working to drive down the peak. He
6 said on a really hot week, they may do load management on several days a week because
7 they don't know what Duke would select as the peak.

8 **Mayor Pro-Tempore Killingsworth** said there is technology out there, such as
9 something that can be put in a road and when someone drives over it, it produces electricity.
10 She said there are things out there that can be explored.

11 **Interim Town Manager Purvis** said they are open to exploring any options, but the
12 cost-effectiveness of things is also important to consider.

13 **[SLIDE-24]**

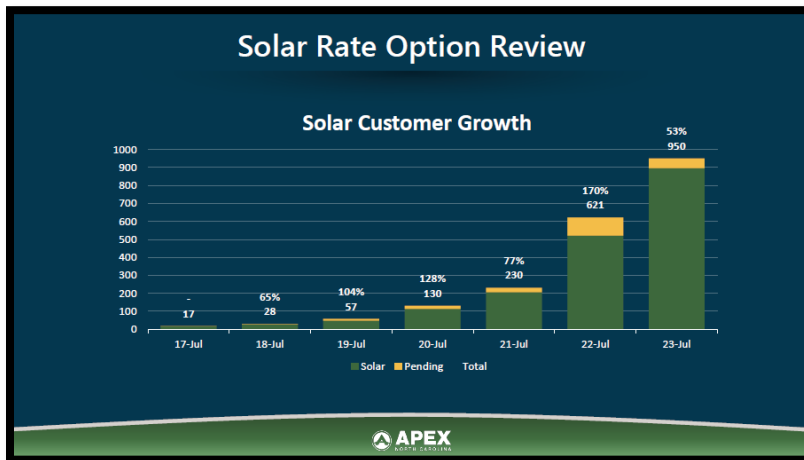
Duke Solar
N.C. Residential Net Metering

	Net Metering Rider NM	Net Metering Bridge Rider NMB	Residential Solar Choice Rider RSC
Dates	<ul style="list-style-type: none"> Closed to new participants on 10/1/23 Grandfathering for 15 years on Riders NM/NMB 	<ul style="list-style-type: none"> Available 10/1/23, subject to annual capacity limits 	<ul style="list-style-type: none"> Available 10/1/23
Description	<ul style="list-style-type: none"> Fuel retail net metering Excess energy carried over month to month Unpaid excess energy reset annually 	<ul style="list-style-type: none"> Full retail net metering Excess energy credited at avoided cost each month Non-bypassable charge and minimum bill, with exception for certain low-income customers 	<ul style="list-style-type: none"> Requires service under time-of-use (TOU) rate with critical peak pricing Full retail net metering within each TOU period Excess energy credited at avoided cost each month Non-bypassable charge, grid access fee above 15 kW DC and minimum bill

APEX ENERGY SERVICES

14

15 **[SLIDE-25]**

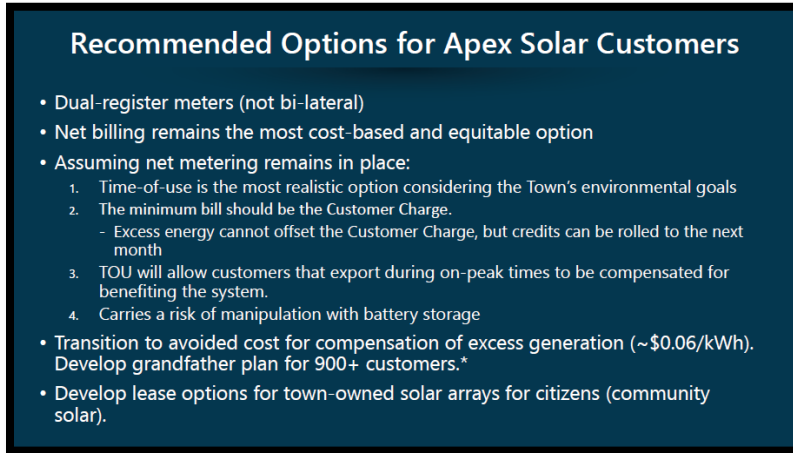


16

DRAFT MINUTES

1 **Director Grogan** said this includes solar and pending, and that as of July the town has
2 975 solar customers.

3 **[SLIDE-26]**

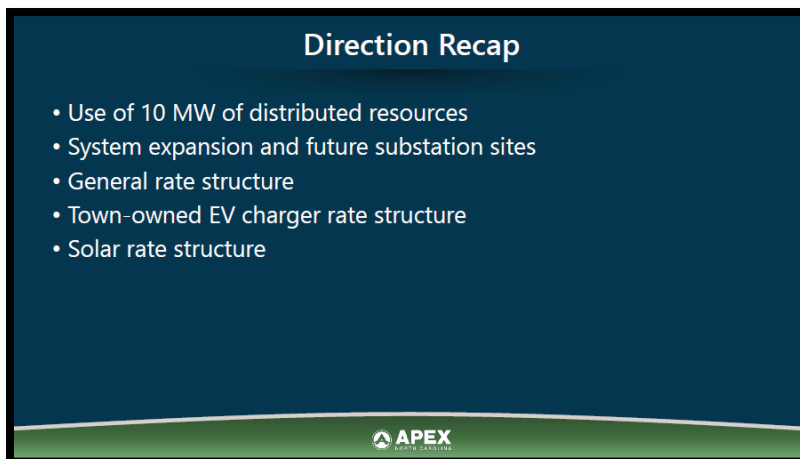


Recommended Options for Apex Solar Customers

- Dual-register meters (not bi-lateral)
- Net billing remains the most cost-based and equitable option
- Assuming net metering remains in place:
 1. Time-of-use is the most realistic option considering the Town's environmental goals
 2. The minimum bill should be the Customer Charge.
 - Excess energy cannot offset the Customer Charge, but credits can be rolled to the next month
 3. TOU will allow customers that export during on-peak times to be compensated for benefiting the system.
 4. Carries a risk of manipulation with battery storage
- Transition to avoided cost for compensation of excess generation (~\$0.06/kWh). Develop grandfather plan for 900+ customers.*
- Develop lease options for town-owned solar arrays for citizens (community solar).


4

5 **[SLIDE-27]**



Direction Recap

- Use of 10 MW of distributed resources
- System expansion and future substation sites
- General rate structure
- Town-owned EV charger rate structure
- Solar rate structure



6

7 **Councilmember Gantt** asked if we could decide today about the battery, and said he
8 thinks there's at least three votes to get it passed. He asked if Council agreed.

9 **Councilmember Zegerman** asked what is the useful life on the battery.

10 **Director Neumann** said upwards to 20 years. He said there are guarantees and full
11 maintenance on the battery, and that there would be several options.

12 **Assistant Town Manager Stone** said staff is looking for direction to pursue one of the
13 options.

14 **Councilmember Gray** asked if the town needs to have additional land purchases for
15 the placement.

DRAFT MINUTES

1 **Director Neumann** said he does not know, and that it is still in discussion. He said he
2 would like to try and put them next to one of the town's substations, particularly the Mt. Zion
3 substation. He said the reason for that is that's where staff is housed so they can monitor it
4 easily. He said there is storage area in the back, but they are unsure of the size of the
5 footprint.

6 **Interim Town Manager Purvis** said even batteries with a 10-year life could have a
7 payback within 6 years.

8

9 A **motion** was made by **Mayor Pro-Tempore Killingsworth**, seconded by
10 **Councilmember Gantt**, to pursue battery storage options.

11

12 **VOTE: UNANIMOUS (5-0)**

13

14 **Director Neumann** said that will help him, and he will come back to them with plenty
15 of options. He discussed system expansion and possible future substation sites. He said the
16 town needs to get some land for the fourth subsite as soon as possible, and it needs to be
17 close to a transmission line. He also discussed that if the town is going to more EV's, then the
18 town needs more land. He said Perry Road could be one site. He said another sub site could
19 be purchased and have land be turned back over to the town for other purposes.

20 **Councilmember Zegerman** asked about the pump station on Perry Road that is
21 meant to be removed.

22 **Assistant Town Manager Stone** said if the town has almost 50 acres of land and put a
23 substation in which puts a line across US-1.

24 **Councilmember Zegerman** said there is a sewer pump station there that needs to be
25 moved.

26 **Assistant Town Manager Stone** said it's not being moved. He said they have enough
27 land at Perry Road, and that it's the most logical place to split the transmission. He also said
28 the facility is doing a plan study looking at how the town could use the road site over the next
29 20 years.

30 **Mayor Pro-Tempore Killingsworth** asked if a decision is being asked of Council to
31 decide to expand or not to expand.

32 **Interim Town Manager Purvis** said any actual decision would come from Council. He
33 said if Council doesn't want to expand the system and instead look for other options that can
34 be explored.

DRAFT MINUTES

1 **Mayor Pro-Tempore Killingsworth** said its more reasonable to look for property for
2 this purpose, because it would severely limit the town if they don't. She said she doesn't see
3 why it wouldn't be a good idea.

4 **Mayor Gilbert** said he understands strategically staff is looking at areas for expansion
5 and making sure they don't have to travel long distances, he said there are other priorities in
6 place for land acquisition, such as for affordable housing. He asked is this being looked at as
7 well in order to make sure things are not being overlooked.

8 **Interim Town Manager Purvis** said that those would be looked at separately.

9 **Councilmember Zegerman** asked if there were any worries about having enough
10 funds for both.

11 **Interim Town Manager Purvis** said they are financially in two separate buckets, but if
12 they found land that would be suitable for either, they could come back and evaluate the
13 options with Council.

14 **Councilmember Mahaffey** said he really liked the slide about the EV's and the cost.
15 He said land is not getting cheaper, the demand is up, and he fully supports this.

16 **Mayor Pro Tempore Killingsworth** said she liked the idea of the transition over to
17 the time of use model.

18 **Councilmember Zegerman** said he thought the town had a time of use option today.

19 **Director Neumann** said they do, but nobody wants it.

20 **Councilmember Zegerman** asked why that was the case.

21 **Director Neumann** said people don't like change, and the system is very punitive
22 right now, and people are scared of the on-peak rate. He said lots of people don't want to
23 think that much about when they are using energy.

24 **Councilmember Zegerman** said instead of waiting two years for an AMI to come in
25 and then beginning to educate, maybe they should review the rate structure and bring them
26 closer together so that the on-peak rate isn't so scary. He said the education and
27 communication process could be started now.

28 **Director Neumann** said the problem was that they system that is currently in place
29 has problems which make it more difficult to work with time of use. He said there is a high risk
30 right now, because they don't have extra collectors and they would have to do some manual
31 readings if one of them went down.

32 **Mayor Pro-Tempore Killingsworth** asked if he wanted a vote on this or needed
33 direction.

34 **Interim Town Manager Purvis** said a general direction would be good, and he said
35 staff would be going to come back to Council with the structures and then a vote. He said the
36 town does want to start the communication and education piece.

DRAFT MINUTES

1 **Director Neumann** said there would be a heavy education component, and staff is
2 going to be communicating to customers about the whole thing. He said it would be a win-
3 win, and most people would get on it once they learn about it.

4 **Councilmember Zegerman** said he would agree to explore it.

5 **Mayor Pro-Tempore Killingsworth** said that she agreed.

6 **Interim Town Manager Purvis** said that would give the ability to start looking at what
7 the town's rate structures are now, in order to potentially help soften what the transition
8 would be like so it wouldn't be as scary to customers.

9 **Councilmember Zegerman** said they could also have rate changes over time. He said
10 the rates could potentially be closer initially, and then expanded once people got used to it.

11 **Director Neumann** said Fayetteville Electric mandated time of use all at once 5-6
12 years ago. He said it didn't drive any behavior change, but it took several years for the rates
13 to drive behaviors. He said the town will be counting on this more from the beginning to help
14 offset the effects from residential.

15 **Councilmember Zegerman** said the town may need to recover all of the costs on the
16 front end of this.

17 **Director Neumann** said he wasn't saying the rates aren't going to be super high, but
18 a time of use rate would be lower than a flat rate.

19 **Councilmember Zegerman** said he doesn't want to set that expectation. He said the
20 bill on either may not be lower because rates could be set higher to help offset costs from
21 additional infrastructure. He said he wants to be careful about how things like that are
22 messaged to residents.

23 **Mayor Pro-Tempore Killingsworth** asked what to do in regards to giving direction
24 on EV chargers.

25 **Interim Town Manager Purvis** said it would be good to know, because the town will
26 need to replace the chargers at town hall, and there will be new chargers installed at the
27 Mason Street building and at the cemetery. He said it would be good to know what they
28 would want billing to look like to help inform what chargers they get. He said they don't need
29 an exact number, just an idea of what structure they want to do.

30 **Councilmember Mahaffey** said all of the above.

31 **Councilmember Zegerman** said they needed the options. He said a system needs to
32 be set up for billing.

33 **Councilmember Mahaffey** recommended time of use with a throttle, because even
34 the high rates at-peak wouldn't recover the costs. He said he wants to ensure that it's
35 consistent so that EV users are able to know when it is not a good hour to plug into town
36 chargers.

DRAFT MINUTES

1 **Mayor Gilbert** asked for a motion.

2

3 A **motion** was made by **Councilmember Mahaffey**, seconded by **Mayor Pro**
4 **Tempore Killingsworth**, to direct staff to pursue the time-of-use with on-peak throttling
5 model for town-owned EV chargers, and to ensure that there is consistency regarding when
6 people would know the best hours not to charge.

7

8 **VOTE: UNANIMOUS (5-0)**

9

10 **Interim Town Manager Purvis** said that staff is looking to get direction around these
11 topics, since they will be setting up the new ERP and they know what AMI can do. He said
12 they don't want to do education after everything is set up. He said almost 4% of the town's
13 customers were solar, and Dukes is only around one percent. He said the town has more
14 solar customers than all of the Eastern Electricities combined. He said there other ways to
15 incentivize, such as rebate programs, to help push toward the benefit. He said there is a base
16 charge in order to make sure the lines are functional and power can get to someone's house
17 if their solar is not working.

18 **Councilmember Mahaffey** said he views the time of use as a sort of compromise
19 solution there. He's not opposed to smaller changes to the pricing model which might
20 recover some of the costs. He added that he views going from retail costs to avoided costs as
21 a pretty big change. He said he would like a continuous update on the actual costs once they
22 come in.

23 **Councilmember Zegerman** said he agrees, but thinks that there should be a
24 minimum system charge to offset the infrastructure. He said there is a cost, and he thinks this
25 is fair, but the system also needs to allow for a buyback rate.

26 **Mayor Pro-Tempore Killingsworth** said it would be like a monthly fee.

27 **Councilmember Mahaffey** asked if everyone agreed to offset usage and still pay the
28 monthly rate or rollover indefinitely.

29 **Director Grogan** said eventually it would have to stop.

30 **Director Neumann** said the thing about rollovers is that is zero's it out and doesn't
31 get transferred to the new owner. He said managing and keeping track of that would be an
32 administrative burden. He said the system should not be designed to sell it back to the town.
33 He said it has viewed that if people produce additional energy, they would be able to store it
34 with the town for their own use if needed. He said he wants to ensure people know that the
35 town wants them to use everything that they generate, but if not, that issue has been
36 alleviated with battery storage.

DRAFT MINUTES

1 **Director Grogan** said Apex’s system is much larger than the state or national average,
2 which is because the system can be oversized to get a return on investment much quicker.

3 **Mayor Gilbert** asked what is the recommendation.

4 **Director Neumann** said he would zero it out at whatever period it is, rather than
5 adding on keeping track of rollover credit and keeping track of it.

6 **Councilmember Zegerman** asked if there is a system in place where the town does
7 an annual estimate of electric usage and smooth that out over a 12-month period so
8 customers don’t get hit with a bill.

9 **Director Grogan** said there is a budget billing component for utility customers, but
10 it’s not something that’s done for every customer, but customers can sign up.

11 **Councilmember Zegerman** said the town already has that mechanism in place.

12 **Mayor Gilbert** asked where Council is at in this discussion.

13 **Councilmember Zegerman** said the town should buy back at retail rates.

14 **Councilmember Mahaffey** said time of use would then make that more efficient for
15 everybody.

16 **Interim Town Manager Purvis** said any credit would go towards the base charge.

17 **Councilmember Zegerman** said he was okay with buying back at retail rates, and
18 they could see over time how time of use changes things. He said to keep the price attractive
19 and to put solar on a roof, he said a twenty-five-dollar contribution for infrastructure is
20 reasonable.

21 **Director Grogan** said the base charge would be \$26.38.

22 **Councilmember Gray** said he’s unsure if the town is dis-incentivizing solar by
23 requiring some of the costs of the infrastructure to be paid. He said psychologically, he
24 doesn’t believe that is the case.

25 **Councilmember Zegerman** asked out of the 900 plus solar customers that the town
26 has, how many are actually getting money back because of over production.

27 **Assistant Town Manager Stone** said that report hasn’t been run in a while, but a
28 rough estimate would be twenty-percent. He said they could run it again for a current
29 number.

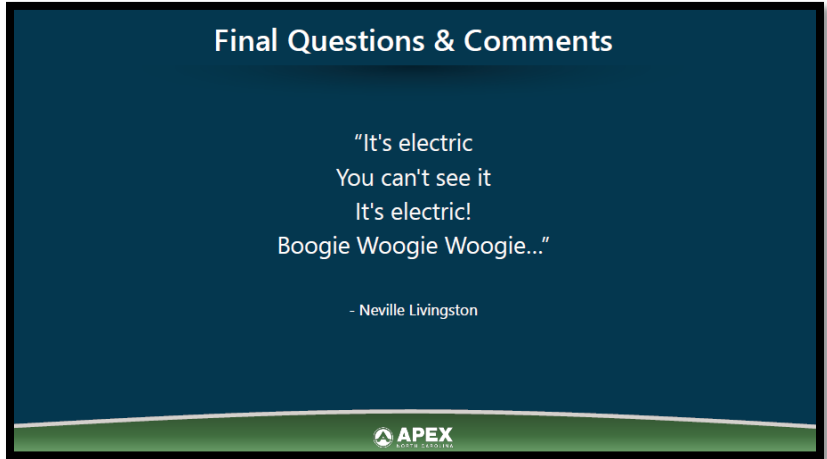
30 **Mayor Pro-Tempore Killingsworth** said she agrees with the base charge, and then
31 they could adjust rates as they AMI comes in.

32 **Director Grogan** said to be clear, base charge doesn’t go negative and a fixed rate
33 that’s designed to carry distribution and buy back at retail.

34 **Interim Town Manager Purvis** said the credit would be held for a year and it would
35 zero out.

DRAFT MINUTES

1 **[SLIDE-28]**



2

3

4 **[ADJOURNMENT]**

5

6 **Mayor Gilbert** adjourned the meeting at **5.41p.m.**

7

8

9

Jacques K. Gilbert
Apex, Mayor

10

11

12 Allen Coleman, CMC, NCCCC

13 Apex, Town Clerk

14

15 Submitted for approval by Apex Town Clerk Allen Coleman.

16

17 Minutes approved on _____ of _____, 2023.

DRAFT MINUTES
TOWN OF APEX
REGULAR TOWN COUNCIL MEETING
TUESDAY, SEPTEMBER 26, 2023
6:00 PM

The Apex Town Council met for a Regular Town Council Meeting on Tuesday, September 26, 2023 at 6:00 PM in the Council Chambers at Apex Town Hall, located at 73 Hunter Street in Apex, North Carolina.

This meeting was open to the public. Members of the public were able to attend this meeting in-person or watch online via the livestream on the Town’s YouTube Channel. The recording of this meeting can be viewed here: https://www.youtube.com/watch?v=x0LA_v-nss8

[ATTENDANCE]

Elected Body

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

Town Staff

- Interim Town Manager Shawn Purvis
- Assistant Town Manager Demetria John
- Assistant Town Manager Marty Stone
- Town Attorney Laurie Hohe
- Town Clerk Allen Coleman
- All other staff members will be identified appropriately below

[COMMENCEMENT]

Mayor Gilbert called the meeting to order, and thanked everyone for coming out, and thanked Yunjun Jung of the town’s Information Technology (IT) Department for helping keep the livestream of the Council Meeting running.

The Invocation for the meeting was offered by **Pastor Adam King** of Family Church, Apex.

Mayor Gilbert then led a recitation of the Pledge of Allegiance.

DRAFT MINUTES

1 [SLIDE 1]



2
3

4 [CONSENT AGENDA]

5

6 A **motion** was made by **Councilmember Zegerman**, seconded by **Councilmember Gantt**,
7 to approve the Consent Agenda as presented.

8

9 **VOTE: UNANIMOUS (5-0)**

10

11 **CN1 Budget Ordinance Amendment No. 9 - White Oak Creek Consortium Reimbursement**
12 **(REF: ORD-2023-099)**

13 Council voted to adopt Budget Ordinance Amendment No. 9 which appropriates funds to pay
14 amounts due under the first amendment to the Utility Infrastructure Reimbursement Agreement with
15 Pulte Home Company, LLC, Standard Pacific of the Carolinas, LLC, and Taylor Morrison of Carolinas,
16 Inc. and which authorizes a transfer of funds from the Water Sewer HB 463 Capital Fund to fund the
17 payment

18 **CN2 Construction Contract Award - Carolina Civilworks, Inc. - Sunset Hills Pump Station**
19 **Improvement Project (REF: CONT-2023-286 and OTHER-2023-097)**

20 Council voted to award the construction contract with Carolina Civilworks, Inc. for the Sunset Hill
21 Pump Station Improvement project and to authorize the Interim Town Manager, or their designee, to
22 execute the contract on behalf of the Town.

23 **CN3 Construction Contract Award - Lanier Construction Company Inc. - Apex West**
24 **Greenway and Capital Project Ordinance Amendment No. 2024-6 (REF: CONT-2023-**
25 **287 and OTHER-2023-094 and ORD-2023-100)**

26 Council voted to award the construction contract with Lanier Construction Company, Inc., for Apex
27 West Greenway construction project and adopt Capital Project Ordinance Amendment 2024-6, and
28 authorize the Interim Town Manager, or their designee, to execute on behalf of the Town.

29 **CN4 Construction Contract Technical Amendment - Fred Smith Co. - Beaver Creek Greenway**
30 **(Phase 1, Phase1A, and Phase 2) (REF: CONT-2023-288 and OTHER-2023-095)**

31 Council voted to award a construction contract, upon NCDOT concurrence, for EB-6021 Beaver
32 Creek Greenway (PH1, 2 and 1A) construction which amends the previous action by Town Council

DRAFT MINUTES

1 on August 8, 2023, to ensure compliance with Locally Administered Project funding requirements,
2 and to authorize Interim Town Manager, or their designee, to execute the contract on behalf of the
3 Town.

4 **CN5 Council Meeting Minutes - Various**

5 Council voted to approve, as submitted or amended, Meeting Minutes from the following meeting:
6 September 12, 2023 – Regular Town Council Minutes

7 **CN6 Design-Build Delivery Method for Construction Projects and Design-Build of a Bike Park** 8 **Facility at Hunter Street Park (REF: PLCY-2023-008)**

9 Council vote to approve the establishment of criteria for a Design-Build delivery method for
10 Construction Projects and for the Design-Build of the Bike Park Facility at Hunter Street Park.

11 **CN7 Fee-In-Lieu (FIL) of Land Dedication - Townes on Tingen**

12 Council voted to approve a fee-in-lieu of dedication for the Townes on Tingen.

13 **CN8 Ordinance Amendment Chapter 20 - Section 150(13) - No Parking in a Bike Lane (REF:** 14 **ORD-2023-101)**

15 Council voted to adopt an Ordinance Amendment to Chapter 20 Traffic - Section 150 with the
16 addition of subsection (13) prohibiting parking in a bike lane, except that a driver may stop
17 temporarily during the actual loading and unloading of passengers or materials unless deliveries are
18 otherwise prohibited.

19 **CN9 Resolution - Abandon Existing Utility Easements (REF: RES-2023-062)**

20 Council voted to adopt a Resolution entitled "A Resolution to Abandon Existing Utility Easements"
21 for multiple Dry Utility Easements (DUE) located at The Park at Wimberly.

22 **CN10 Resolution - Water Shortage Response Plan (REF: RES-2023-063 and PLCY-2023-009)**

23 Council voted to adopt a Resolution entitled "A Resolution Approving Water Shortage Response
24 Plan" to implement water conservation measures to respond to drought or other water shortage
25 conditions as set out in the Water Shortage Response Plan (WSRP).

26 27 **[PRESENTATIONS]**

28 29 **PR1 Proclamation - Cyber Security Awareness Month - October 2023 (REF: PRO-2023-028)**

30 **Mayor Gilbert**, along with the rest of Council, read the Cyber Security Awareness Month
31 Proclamation in unity.

32 **Erika Sacco**, Information Technology (IT) Director, and **Conrad Sain**, Information Technology
33 (IT) Security Administrator, were present to receive the Proclamation.

34 **Mr. Sain** thanked Council for lending their voice to why Cyber Security is important. He said
35 this is the 7th year of the town's security awareness program, and they are continuing to add to it
36 each year. He said this is a very relevant concept and prioritizes communities over individuals. He
37 said they will continue to work with local organizations and leaders to promote the good of the
38 community.

39 40 **PR2 Proclamation - Hindu Heritage Month - October 2023 (REF: PRO-2023-029)**

41 **Mayor Gilbert**, along with the rest of Council, read the Hindu Heritage Month 2023
42 Proclamation in unity.

DRAFT MINUTES

1 Members of the Triangle Region Hindu Community, and Celeste Sherer, DEI Coordinator,
2 accepted the Proclamation.

3 **Sameer Ponshe**, on behalf of the Hindu Community in the Triangle Region, thanked the
4 Mayor and Council for having them, and said it was a moment of great pride for them. He said
5 Hindus around the world believe in one philosophy, translated to say “the whole world is one
6 community.”

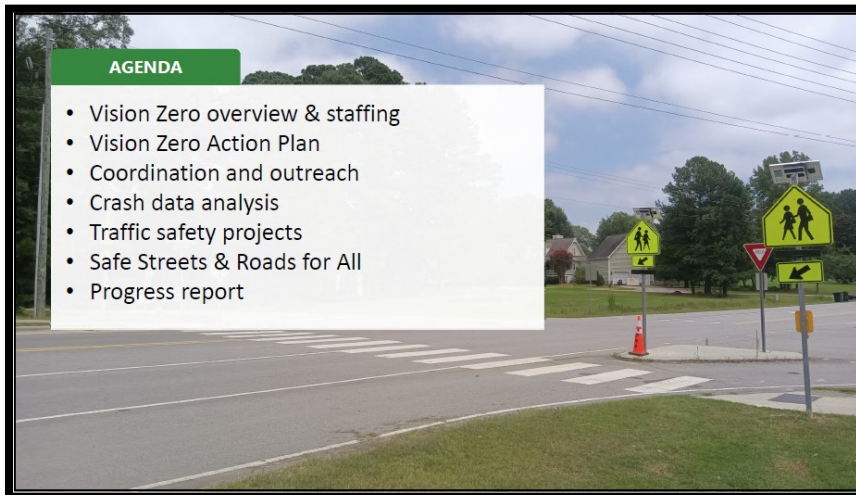
7 **PR3 Vision Zero Traffic Safety Program - One (1) Year Update**

8 **Russell Dalton**, Traffic Engineering Manager, and **Sajid Hassan**, Traffic Safety Engineer,
9 gave the following presentation regarding the One Year Update for the Vision Zero Traffic Safety
10 Program.

11 **[PR3 - SLIDE 1]**



12 **[PR3 - SLIDE 2]**



1 **[PR3 - SLIDE 3]**

What is Vision Zero?

TRADITIONAL APPROACH	VISION ZERO
Traffic deaths are INEVITABLE	Traffic deaths are PREVENTABLE
PERFECT human behavior	Integrate HUMAN FAILING in approach
Prevent COLLISIONS	Prevent FATAL AND SEVERE CRASHES
INDIVIDUAL responsibility	SYSTEMS approach
Saving lives is EXPENSIVE	Saving lives is NOT EXPENSIVE

2
3 **[PR3 - SLIDE 4]**

Vision Zero Timeline in Apex

The timeline consists of a large grey arrow pointing to the right, with five green circular markers along its path. Below the arrow, the following milestones are listed:

- August 2022**: Plan Adoption
- September 2022**: Safe Streets & Roads for All Grant Application
- June 2023**: Vision Zero Leadership Institute
- July 2023**: Safe Streets & Roads for All Grant Application (Round 2)
- August 2023**: Calendar Year 2018-2022 Crash Data Analysis & Mapping

4
5 **[PR3 - SLIDE 5]**

Traffic Safety Engineer

- Sajid Hassan, PE (hired March 2023)
 - 15+ Years of transportation engineering experience
 - Formerly with NCDOT and other NC municipalities
- Manages:
 - Vision Zero Program
 - Traffic Calming Program
 - Traffic Safety Studies
 - Pedestrian Studies

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DRAFT MINUTES

1 [PR3 - SLIDE 6]

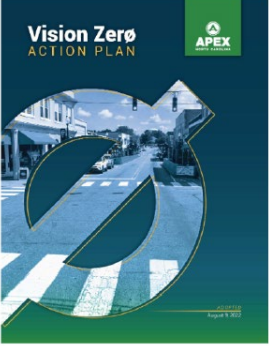
Vision Zero Task Force

- Traffic Services
- Long Range Planning/Transit Planning
- Police
- Communications
- Diversity, Equity & Inclusion
- Public Works Street Operations
- Fire Department

Interdepartmental and multi-disciplinary approach to traffic safety

2 3 [PR3 - SLIDE 7]

The Vision Zero Action Plan is the Town's roadmap to reaching zero traffic-related fatalities and severe injuries by 2035



4 5 [PR3 - SLIDE 8]

FIVE "E" APPROACH

- Engineering
- Education
- Encouragement
- Enforcement
- Evaluation

GOALS

- 1 Promote a culture of traffic safety that prioritizes equity and inclusion.
- 2 Address collisions through infrastructure investments.
- 3 Enhance Town policies, processes, and evaluation to incorporate Vision Zero tenets.
- 4 Create and leverage partnerships to improve traffic safety and awareness.

6
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1 **[PR3 - SLIDE 9]**

28 Actionable Strategies under the Five E's

- Engineering (7)
- Education (5)
- Encouragement (6)
- Enforcement (4)
- Evaluation (6)

Each Strategy identifies which of the 4 Goals are met, a Leading Department, Supporting Department(s), and a Timeframe

2
3 **[PR3 - SLIDE 10]**

Statewide Program 

- Facilitated by UNC Highway Safety Research Center (HSRC)
- Funded through Governor's Highway Safety Program (GHSP)
- Wilmington, Knightdale & Leland are current assigned community partners with Apex
- Quarterly meetings with all NC Vision Zero communities

4
5 **[PR3 - SLIDE 11]**

Leadership Institute

The NC Vision Zero Leadership Institute is team training resource for North Carolina communities that have or are planning to start a Vision Zero initiative.

- Key takeaways (2023)
 - Encourage participation
 - Expand traffic safety/traffic calming countermeasures toolbox
 - Utilize modular pilots
 - Promote Safe Routes to School

6
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1 [PR3 - SLIDE 12]

Apex Vision Zero Website

Background **Programs & Initiatives** **Stakeholders** **Progress**

The Resolution to Support Vision Zero Apex was approved by the Apex Town Council on July 21, 2020 affirming the Town's commitment to eliminating traffic deaths and serious injuries. It also provided a framework for Town departments and community stakeholders to work together to achieve this goal.

Vision Zero started in Sweden in the 1990s. It has been adopted by many countries around the world and cities within the United States. North Carolina adopted the Vision Zero program in 2015, and launched NC Vision Zero as a resource for municipalities.

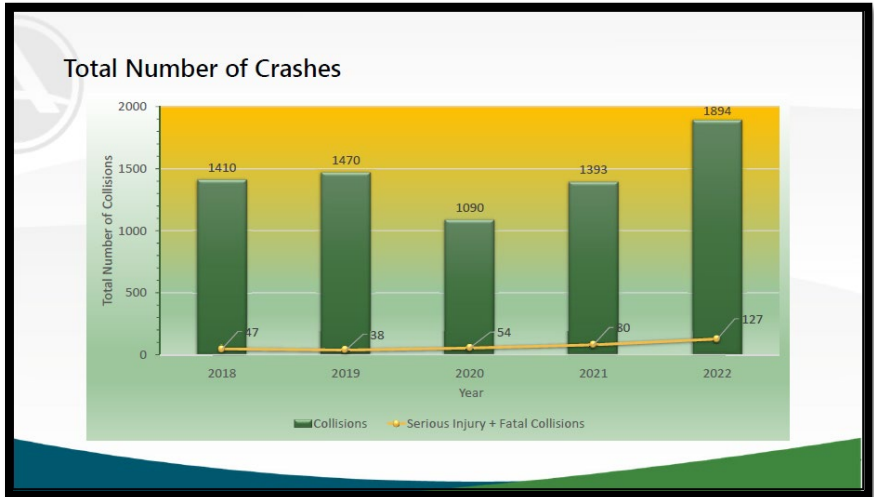
Approximately 6,709 motor vehicle-related crashes occurred in Apex over a 5-year period from 2015-2019 resulting in 237 severe injury crashes and 4 fatalities. Crash data analysis and mapping will be updated and published annually as part of implementation of the Actionable Strategies outlined in the Action Plan.

2
3 [PR3 - SLIDE 13]

Crash Data Analysis

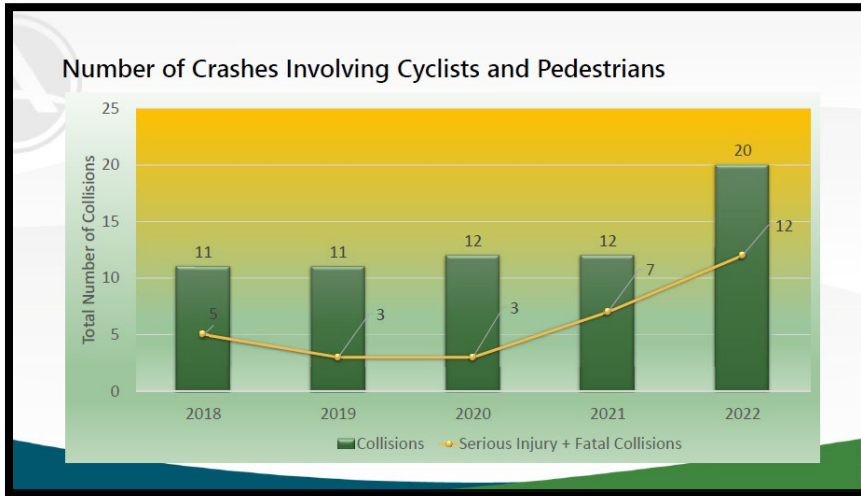
- Action Plan crash data was based on fiscal year (July 1-June 30)
- Timeframe was later revised to comply with calendar year grant application requirements
- Current 5-year crash data as of September 2023 is calendar year 2018-2022

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5 [PR3 - SLIDE 14]

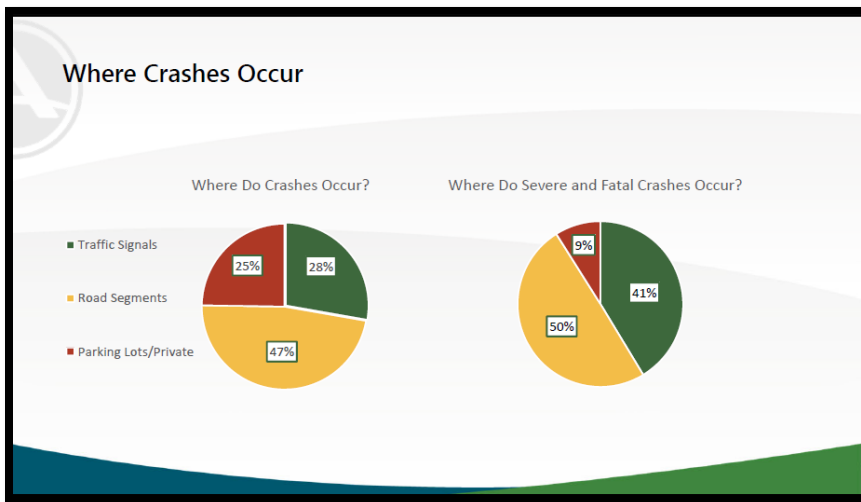


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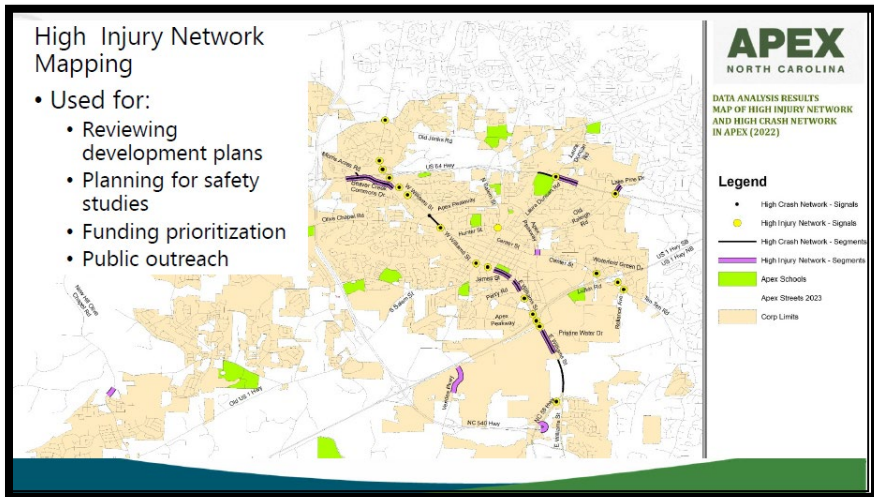
1 [PR3 - SLIDE 15]



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3 [PR3 - SLIDE 16]



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5 [PR3 - SLIDE 17]




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1 [PR3 - SLIDE 18]

NC 55 at Hughes St Pedestrian Safety Project

Engineering Education Encouragement Enforcement Evaluation

- Pilot study with UNCC (LIDAR unit & data processing)
 - Implemented Leading Pedestrian Interval
 - Adjusted Red Clearance Intervals
 - Installed turning vehicle yield to pedestrians signs
 - Restriped crosswalks and stop bars
 - Red light running violations highest on Fridays between 11 AM – 1 PM; targeted enforcement
 - Recommended Watch 4 Me NC and Safe Routes to School outreach at Apex Middle School

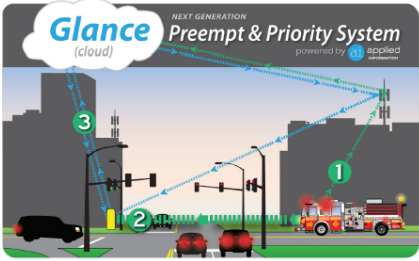


NC 55 at Hughes St (2023)

2
3 [PR3 - SLIDE 19]

GPS Cellular Emergency Vehicle Preemption (EVP) Phase 1 Project


- Installation of equipment
 - Install at 10 traffic signals on NC 55 and Salem St
 - Five (5) other traffic signals have equipment pre-installed
 - Install equipment in fire trucks
 - Interoperability with Cary EVP
- VHB selected for signal design
- Next steps: NCDOT approval & equipment installation




4
5 [PR3 - SLIDE 20]

Corridor Safety Studies (FY23)

- Two high injury network corridors
 - Beaver Creek Commons Drive, NC 55 to Creekside Landing Drive
 - Ten Ten Road, US 1 to Reliance Avenue
- RK&K selected to perform studies
- Preliminary recommendations include:
 - Signs and markings
 - Signal phasing and timing
 - Modifications to driveway access
 - Maintenance/clearing of vegetation
- Next steps: finalize reports late 2023 and conduct outreach




Beaver Creek Commons Dr at Zeno Rd (2023)



Ten Ten Rd at US 1/Lufkin Road (2023)


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1 [PR3 - SLIDE 21]


Safe Streets and Roads for All (SS4A) Grant Program 

- Submitted grant application for FY24 grant funding (July)
 - Six (6) Supplemental Planning, Analysis & Demonstration Projects
 - 19 Implementation Projects
- Six (6) of the 19 implementation projects address Low-Cost/High-Impact Improvements on the High Injury Network
 - Roadside issues/strike hazards
 - Advance warning signs, overhead signs and supplemental signs
 - Advance warning systems and driver information displays
 - Geometric design and pavement marking countermeasures
- Awards to be announced in December 2023

2
3 [PR3 - SLIDE 22]

Engineering ★★★★★★ 

- 7 Actionable Strategies
- Progress on 6 out of 7
- Work toward a performance evaluation process for prioritizing projects based on safety needs
- Notable activities:
 - Crosswalk lighting standards
 - Safety studies on the High Injury Network
 - Updated standards for ADA-PROWAG compliance
 - Multiple Safe Routes to School Projects



North Salem Street Sidewalk (2023)

4
5 [PR3 - SLIDE 23]

Education ★★★★★★ 

- 5 Actionable Strategies
- Progress on 5 out of 5
- Notable activities:
 - Traffic Safety Presentation Outreach Programs
 - Power of Youth Educational Programs
 - Governor's Highway Safety Program & Watch for Me NC
 - Traffic Safety Campaigns
 - Dynamic Message Boards & Radar Speed Signs
 - Defensive Driving Cornerstone Modules








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DRAFT MINUTES

1 [PR3 - SLIDE 24]

Encouragement ★★★★★

- 6 Actionable Strategies
- Progress on 6 out of 6
- Notable activities:
 - Walk to School events & materials
 - Safe Routes to School and Vision Zero outreach at events
 - Vision Zero webpage and progress updates
 - Vision Zero Leadership Institute
 - Statewide Vision Zero coordination



Walk to School Day, Olive Chapel ES (2023)

2 3 [PR3 - SLIDE 25]

Enforcement ★★★★★

- 4 Actionable Strategies
- Progress on 4 out of 4
- Notable activities:
 - Watch for Me NC targeted enforcement
 - Data-driven enforcement initiatives
 - Governor's Highway Safety Program DWI Grant Officer
 - "Move over" enforcement on US 1 & US 64
 - Training on biased policing issues





BAT mobile

4 5 [PR3 - SLIDE 26]

Evaluation ★★★★★☆

- 6 Actionable Strategies
- Progress on 5 out of 6
- Work to establish performance measures for traffic enforcement campaigns
- Notable activities:
 - Draft policy and prioritization for bus stop improvements
 - Municipal speed limit and traffic calming policy review
 - 2018-2022 crash data analysis
 - Monthly Task Force meetings
 - Traffic Safety Engineer

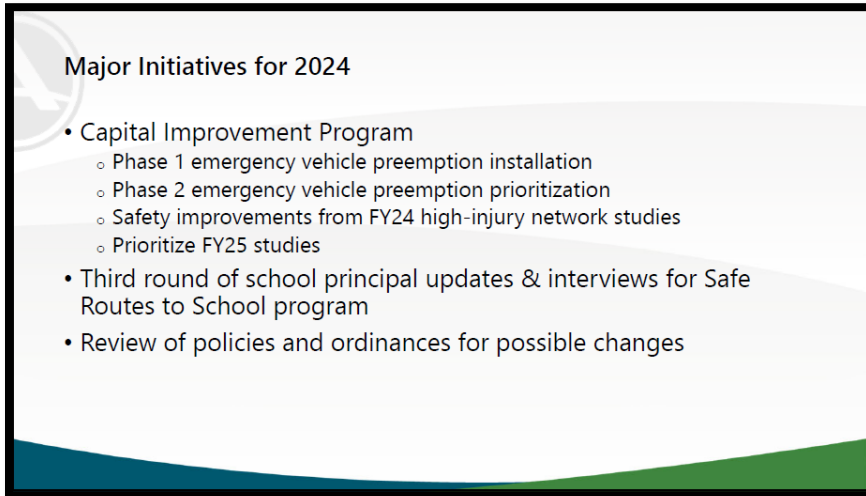


Hughes St at NC 55 Bus Stop (2023)

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DRAFT MINUTES

1 [PR3 - SLIDE 27]

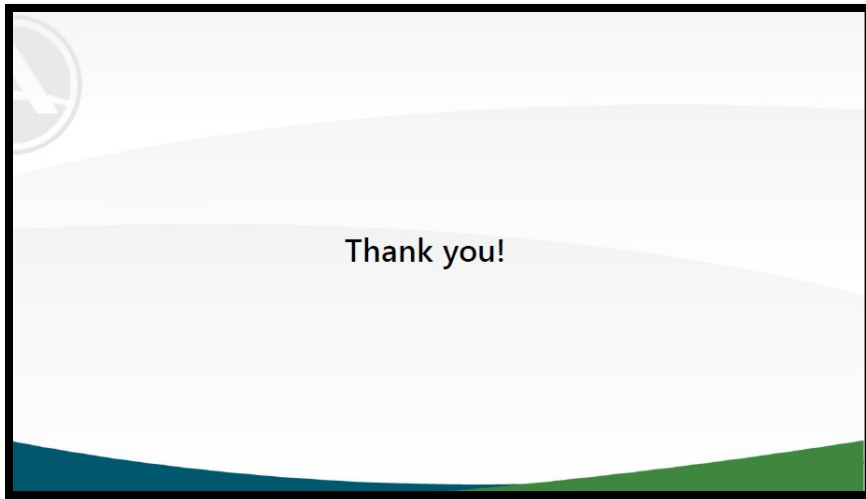


Major Initiatives for 2024

- Capital Improvement Program
 - Phase 1 emergency vehicle preemption installation
 - Phase 2 emergency vehicle preemption prioritization
 - Safety improvements from FY24 high-injury network studies
 - Prioritize FY25 studies
- Third round of school principal updates & interviews for Safe Routes to School program
- Review of policies and ordinances for possible changes

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3 [PR3 - SLIDE 28]



Thank you!

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Mayor Gilbert thanked Mr. Dalton and Mr. Hassan for the report, and welcomed Mr. Hassan to Apex.

8

Councilmember Zegerman asked if he was interpreting the chart correctly to say out of the 1,894 crashed, 20 of them involved pedestrians or cyclists, meaning only about 1 percent of crashes involved pedestrians or cyclists.

11

Mr. Dalton said that was correct.

12

Councilmember Zegerman said that much less than he thought. He asked if any modular pilots have been conducted yet, or if that would be an item to be discussed and tested in the future.

14

Mr. Hassan said they have not tested any yet, but they have planned some areas for them to be tested.

16

Councilmember Zegerman asked about signal timings from when lights turn red versus turning green, and asked if they are working to address that, or if it were there for a reason.

18

Mr. Hassan said that is one of the countermeasures, and it allows intersections with sides with pedestrian crossing and without to operate independently. He said the delay is caused by the leading pedestrian interval.

20

DRAFT MINUTES

1 **Councilmember Zegerman** asked if the interval between one side turning red and the other
2 turning green was there intentionally to allow for the intersection to clear.

3 **Mr. Dalton** said that was correct, and there are engineering standards regarding that interval
4 time.

5 **Councilmember Gantt** asked how they look at the data in regards to balancing offering safer
6 ways to walk, such as sidewalks, with the increased pedestrian population along and across
7 roadways they bring.

8 **Mr. Dalton** said that is a concern when looking at the data, but the idea is always to make the
9 infrastructure as safe as possible when it gets put in. He said this also speaks to the education and
10 enforcements components of Vision Zero, to ensure drivers and pedestrians are aware of safe
11 roadways practices and behaviors.

12 **Councilmember Gantt** asked if engineers typically expect an uptick in incidents originally,
13 and then a lower rate as time goes by.

14 **Mr. Dalton** said in many cases pedestrian and bicycle incidents are random, so providing
15 more infrastructure may cause the data to show more incidents total, but if there was not
16 infrastructure provided, people who do walk along roadways would do so in a much less safe
17 manner. He said they try to add infrastructure in places where people already walk or want to walk to
18 enhance the safety of doing so.

19 **Councilmember Gray** thanked Mr. Dalton and Mr. Hassan, and said the Transportation
20 Department booth at Party in the Peak was well-received. He said it was good letting residents know
21 that they were the most important component in this process, and he appreciates the flexibility in
22 their approach.

23 **Councilmember Mahaffey** said traffic calming requests are one of the things he hears most
24 often from residents, and was wondering what "expanding the toolbox" for this meant.

25 **Mr. Hassan** said this could be things like increasing road signs and marking, narrowing
26 roadways to encourage people to slow down, mechanisms to reduce cut-through traffic, and
27 reducing conflict with motorists, pedestrians, and cyclists. He said there are many examples of this in
28 other Traffic Calming Policies in the state, and they can provide that information as they gather it to
29 include in the town's own policy.

30 **Councilmember Zegerman** asked if North Carolina Department of Transportation (NCDOT)
31 was receptive to those conversations, and potentially designing roadways with more traffic calming
32 measures and separating vehicles and pedestrian/bicycle traffic.

33 **Mr. Hassan** said North Carolina Department of Transportation (NCDOT) is willing to listen,
34 but when looking at implementation, they want to spend more time looking at their own standards
35 and seeing what fits in within their policies and structures.

36 **Mayor Pro Tempore Killingsworth** said in her experience it was, "yes, as long as you pay for
37 it".

38 **Mayor Gilbert** asked if having a Vision Zero program in place helped with things like grant
39 funding or project scoring, and if there have been conversations with the surrounding communities
40 to join in with Vision Zero.

41 **Mr. Hassan** said they work with Raleigh and other Vision Zero communities in Wake County,
42 as well as Capital Area Metropolitan Planning Organization, who are working to bring Vision Zero to
43 the whole region.

DRAFT MINUTES

1 **Councilmember Gantt** asked if there has been an uptick in Vision Zero communities
2 because of the Federal Government Planning grant.

3 **Mr. Hassan** said that funding was for creation of the action plan, which Apex already had. He
4 said Apex and Charlotte were the only two communities with that already in place, and Charlotte got
5 the last round of funding available for that.

6 **Councilmember Gantt** asked if that meant those communities would have Vision Zero
7 implemented in the next few years.

8 **Mr. Hassan** said yes, since the funding went to the implementation of the action plan.

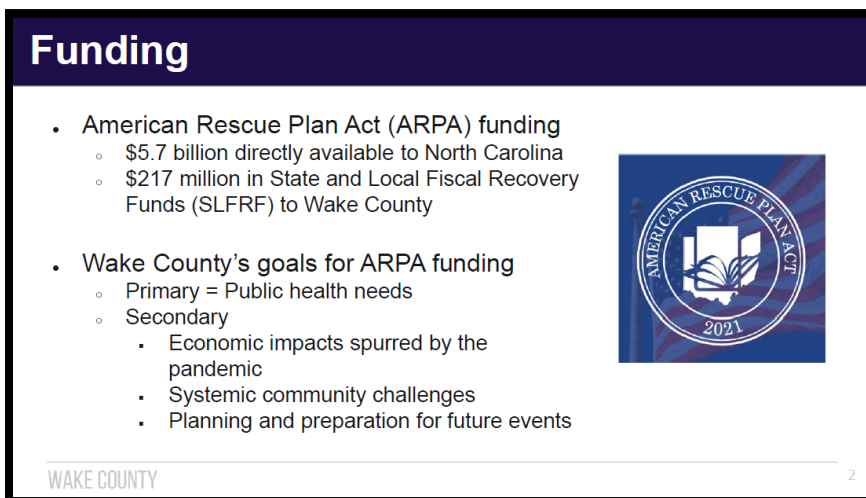
10 **PR4 Wake County Land Cover Analysis & Tree Canopy Assessment**

11 **Timothy Maloney**, Director, Wake County Planning, Development, & Inspections, and **Bill**
12 **Shroyer**, Senior GIS Analyst, Wake Council Department of Planning, Development, & Inspections,
13 gave the following presentation regarding the Wake County Land Cover and Tree Canopy
14 Assessment.

15 **[PR4 - SLIDE 1]**



16 **[PR4 - SLIDE 2]**



1 [PR4 - SLIDE 3]

Emphasis on Public Health

- 1. Environmental benefits
- 2. Mental and emotional benefits

} Diversity, equity and inclusion

Wake County Board Goals

- Community Health and Vitality
- Economic Strength
- Education
- Great Government
- Growth and Sustainability
- Public Safety

WAKE COUNTY 3

2
3 [PR4 - SLIDE 4]

Purpose and Scope

- Produce a robust measurable Land Cover dataset.
- Quantify the reality of tree loss within Wake County from 2010-2020.
- Identify priority planting areas to support environmental, social and health benefits.
- Provide actionable data and deliverables for all core municipalities within Wake County.

Impervious	Evergreen	Water Bodies
Deciduous	Barren	

WAKE COUNTY 4

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5 [PR4 - SLIDE 5]

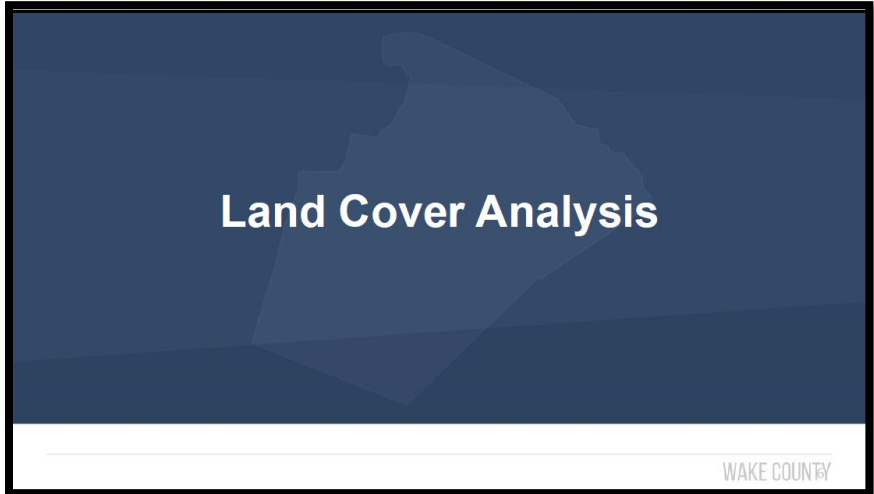
Collaboration

- Consultant**
 - o Davey Resource Group (DRG)
- Project team**
 - o Staff – Planning, Environmental Services and Facilities Design & Construction
 - o Municipal partners – Cary, Morrisville and Raleigh
- Representatives from the twelve core municipalities.**

WAKE COUNTY 5

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1 [PR4 - SLIDE 6]



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3 [PR4 - SLIDE 7]

Method

- Procure the best available aerial imagery.
 - National Agriculture Imagery Program (NAIP 2010 & 2020)
- Conduct an analysis of the total Land Cover dataset for Wake County.
 - Impervious surface
 - Tree canopy
 - Water bodies
 - Barren land areas
- Differentiate forest health and measurable tree canopy.
- Identify tree cover benefits and possible health related impacts.
 - Urban heat island
 - Stormwater
 - Social equity

WAKE COUNTY 7

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6 [PR4 - SLIDE 8]

2020 Land Cover Analysis

Land Cover Classes

1. Tree canopy
2. Impervious surface
3. Vegetation
4. Bare ground
5. Open water

The slide features a pie chart and a corresponding land cover map of Wake County. The pie chart shows the following distribution: Tree Canopy (62%), Vegetation (20%), Impervious (15%), Bare Soil (3%), and Open Water (0%). The map shows a green landscape with patches of red (impervious) and blue (open water).

Class	Percentage
Tree Canopy	62%
Vegetation	20%
Impervious	15%
Bare Soil	3%
Open Water	0%

WAKE COUNTY 8

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2 [PR4 - SLIDE 9]

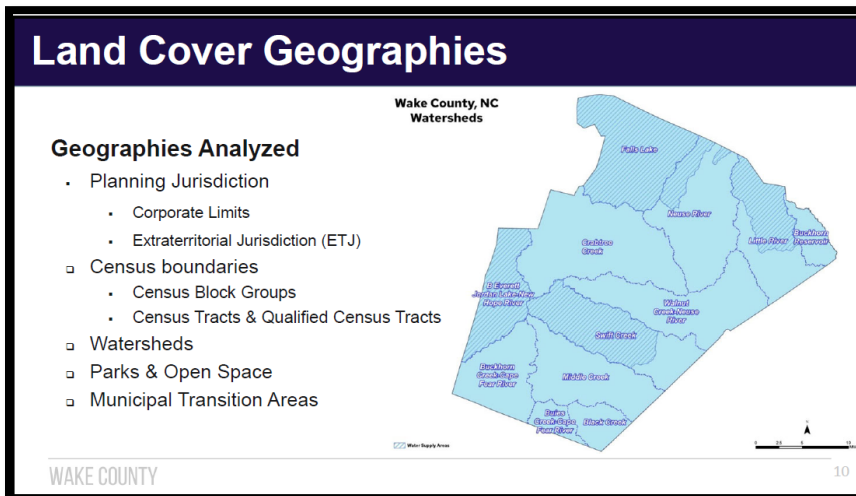
Land Cover Data

JURISDICTION	ACRES	CANOPY	IMPERVIOUS	VEGETATION	BARE GROUND	OPEN WATER
Apex	24,199	50%	20%	23%	5%	1%
Cary	43,817	49%	26%	19%	2%	3%
Fuquay Varina	29,386	45%	14%	29%	9%	2%
Garner	25,290	56%	16%	23%	3%	1%
Holly Spring	20,456	55%	14%	22%	7%	1%
Knightdale	16,121	52%	14%	28%	4%	1%
Morrisville	6,304	34%	38%	23%	4%	1%
Raleigh	116,191	51%	26%	21%	2%	1%
Rolesville	8,157	52%	11%	29%	7%	2%
Wake Forest	14,449	46%	24%	26%	4%	1%
Wendell	10,062	50%	11%	30%	7%	2%
Zebulon	8,849	50%	12%	27%	10%	2%
Unincorporated	220,257	60%	6%	24%	4%	6%

WAKE COUNTY 9

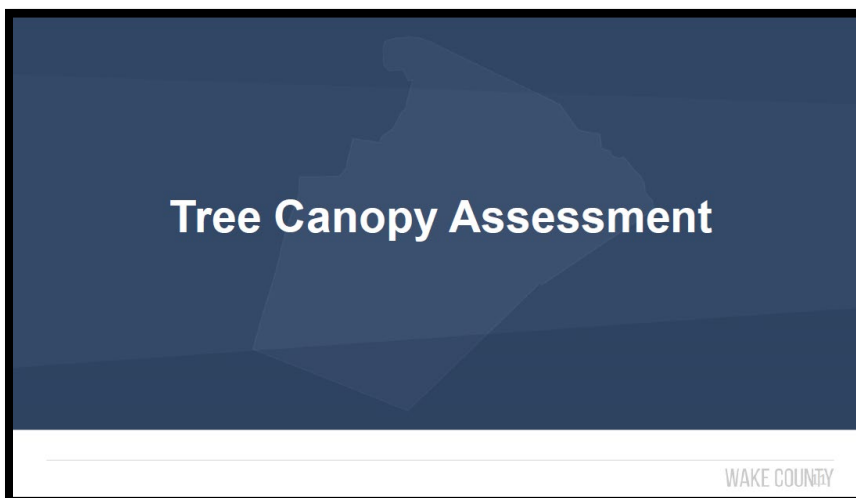
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4 [PR4 - SLIDE 10]



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6 [PR4 - SLIDE 11]



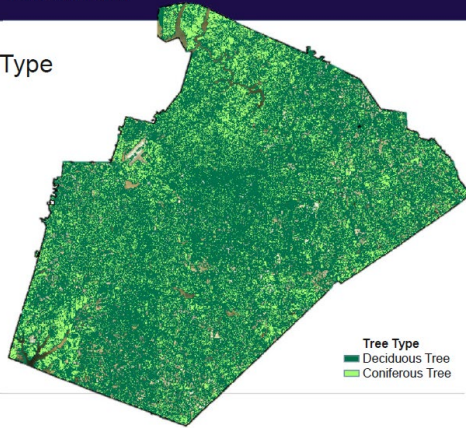
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8 [PR4 - SLIDE 12]

Canopy Type and Health

Wake County 2020 Canopy Type

Canopy Acreage: 54.21%
Deciduous: 70.49%
Coniferous: 29.51%

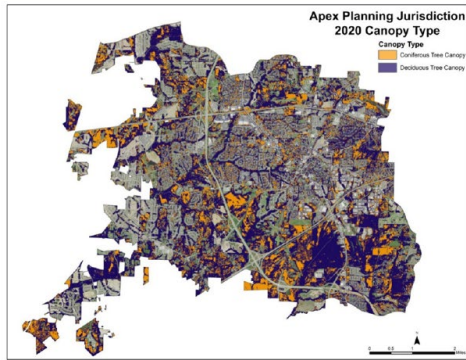


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2 [PR4 - SLIDE 13]

Apex Canopy Type

2020 Canopy Type

Canopy Acreage: 50.4%
Deciduous: 73%
Coniferous: 27%

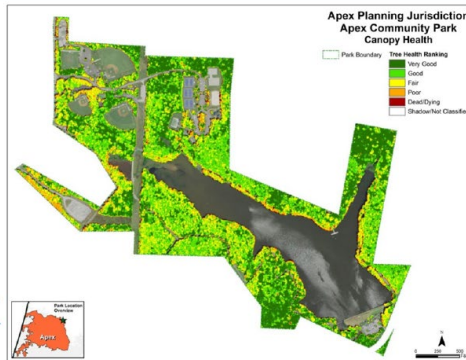


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6 [PR4 - SLIDE 14]

Apex Canopy Health

Overall Canopy Health in Apex

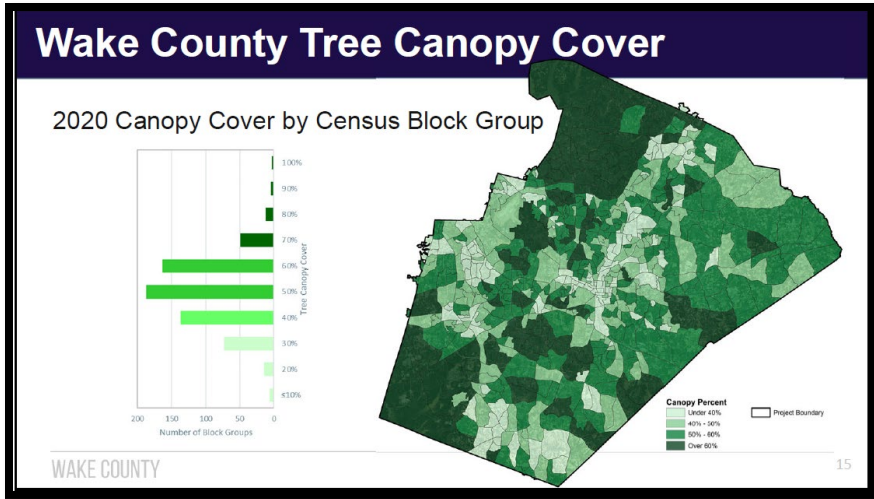
Very Good Condition: 34.3%
Good Condition: 34%
Fair Condition: 20.8%
Poor Condition: 8.5%
Dead/Dying: 1.9%
Shadow/Not Classified: < 1%



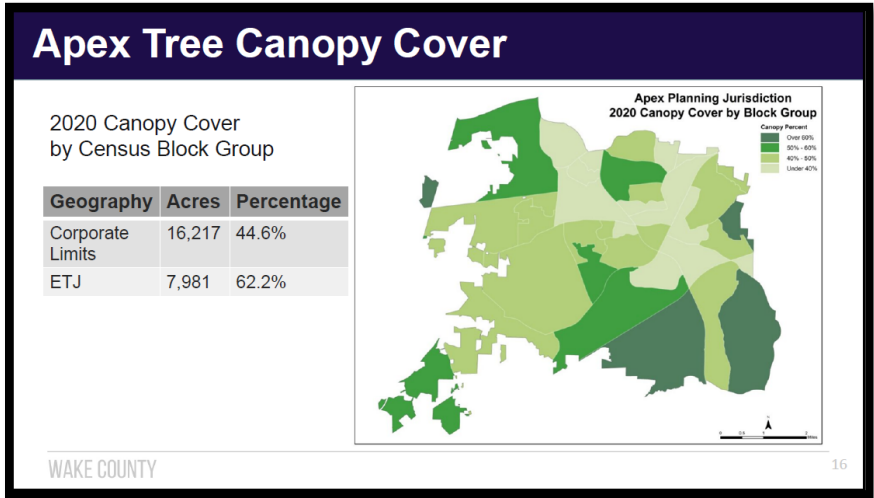
Drill down into specific areas



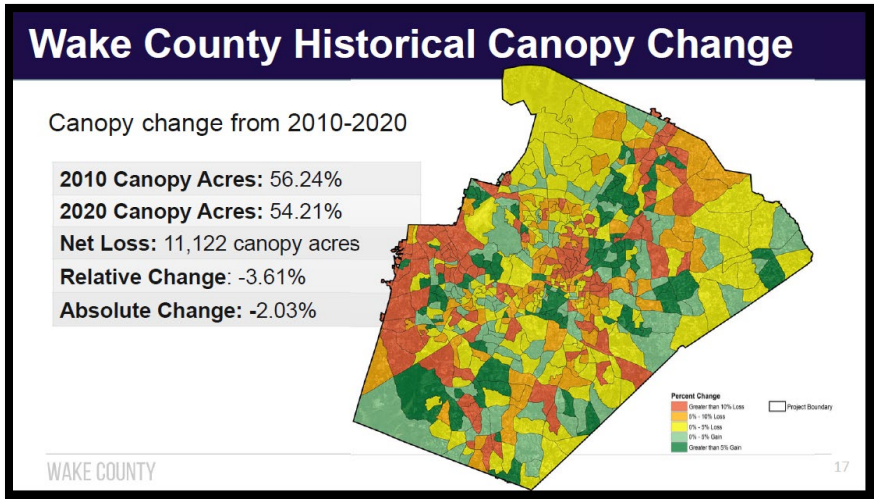
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8 [PR4 - SLIDE 15]



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2 [PR4 - SLIDE 16]



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6 [PR4 - SLIDE 17]

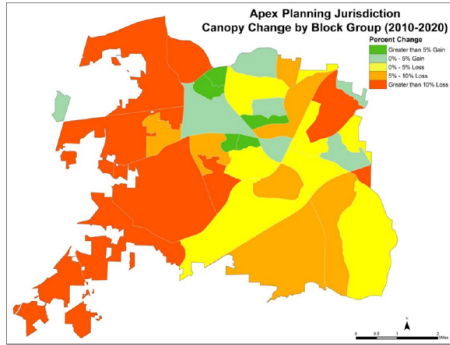


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8 [PR4 - SLIDE 18]

Apex Historical Canopy Change

Canopy change 2010-2020

2010 Canopy Acres: 59.4%
2020 Canopy Acres: 50.4%
Net Loss: 2,180 canopy acres
Relative Change: -15.2%
Absolute Change: -9%



WAKE COUNTY

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[PR4 - SLIDE 19]

Planting Area Analysis

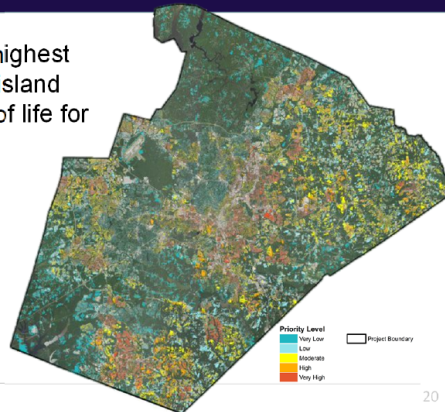
WAKE COUNTY

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[PR4 - SLIDE 20]

Composite of Priority Planting Areas

Areas that, if planted, have the highest potential to improve urban heat island effect, water quality and quality of life for Wake County's residents.



WAKE COUNTY

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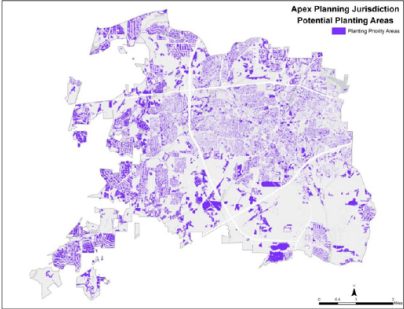
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[PR4 - SLIDE 21]

Identifying Planting Areas

1. Identify realistic planting areas.
 - Exclude areas such as utility corridors, golf courses and visible cropland
2. Perform a vulnerability assessment.
 - Urban heat islands
 - Social equity
 - Environmental impacts (stormwater, soil erosion and floodplains)
3. Prioritize the planting areas.

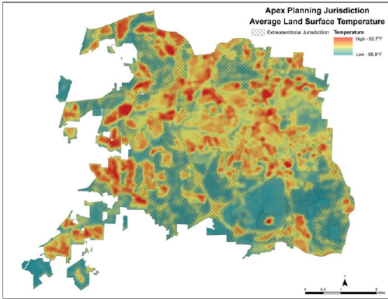


WAKE COUNTY 21

[PR4 - SLIDE 22]

Urban Heat Islands

Urban areas are often subject to higher temperatures due to a relatively low amount of tree cover, compared to rural areas. Researchers have found that this urban heat island (UHI) effect is largely due to the removal and replacement of tree canopy with impervious surfaces.

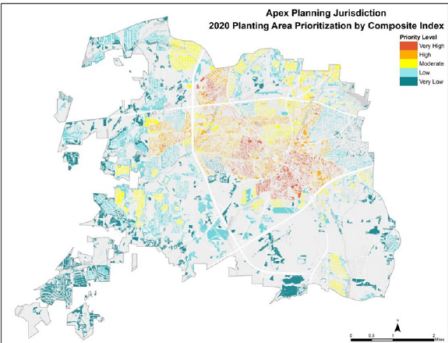


WAKE COUNTY 22

[PR4 - SLIDE 23]

Composite of Priority Planting Areas

Areas where tree canopy can be expanded to maximize benefits that will have the most impact on human health, economics and wellbeing.



WAKE COUNTY 23

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[PR4 - SLIDE 24]

Tree Placement Modeling

TABLE 3.3 TREE PLACEMENT MODEL CROWN SIZE & SPACING PARAMETERS

Tree Placement Model Tree Spacing		
Planting Site Size	Mature Crown Diameter	No Other Trees Placed Within:
Small	20 Feet	10 Feet
Medium	30 Feet	15 Feet
Large	40 Feet	20 Feet

TABLE 3.4 SEYMOUR ATHLETIC FIELDS: PRIORITY TREE PLANTING SITES (2020)

MATURE CROWN SIZE	PLACEMENT SITE PRIORITY		
	MODERATE	LOW	TOTAL
Small	20	98	118
Medium	12	22	34
Large	26	160	186
Total	58	280	338

WAKE COUNTY 24

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[PR4 - SLIDE 25]

Canopy Benefits and Next Steps

WAKE COUNTY

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[PR4 - SLIDE 26]

Canopy Benefits

"Wake County's trees have collectively removed more than 10 million tons of carbon from the atmosphere, valued at \$1.7 billion..."
- Davey Resource Group

Benefits and Value of Apex's Tree Canopy

Carbon Storage = \$73,344,376

Total Annual Benefits = \$29,754,448

Each Year, Apex's Trees:

- Remove 451 TONS OF POLLUTANTS FROM THE AIR
- Absorb 10,504 TONS OF CARBON DIOXIDE
- Intercept 32.1 MILLION GALLONS OF STEAMWATER

Additional, less quantifiable canopy benefits include, but are not limited to:

- Increase property values
- Improve physical health
- Reduce and cool air in the summer
- Improve mental health
- Energy conservation
- Increase biodiversity and habitat

SPENDING TIME AROUND TREES AND LOOKING AT TREES REDUCES STRESS, LOWERS BLOOD PRESSURE AND IMPROVES MOOD.

What do your community's trees do for you?

Trees create substantial added value to the quality of life of Apex's residents. The ecosystem services generated to the community by its tree canopy infrastructure can be quantified.

Over their lifespan, Apex's trees have stored an estimated accumulated total of 4,221 tons of carbon per resident, translating to a per capita carbon storage value of \$7,902. Per resident, Apex's tree canopy annually removes one pound of air pollutants, captures 2.54 gallons of stormwater and absorbs 1.5 pounds of carbon. These vital ecosystem services transfer to an annual per capita value of \$622.20.

The combined per capita benefit value of Apex's tree canopy is estimated to be \$1,321.81.

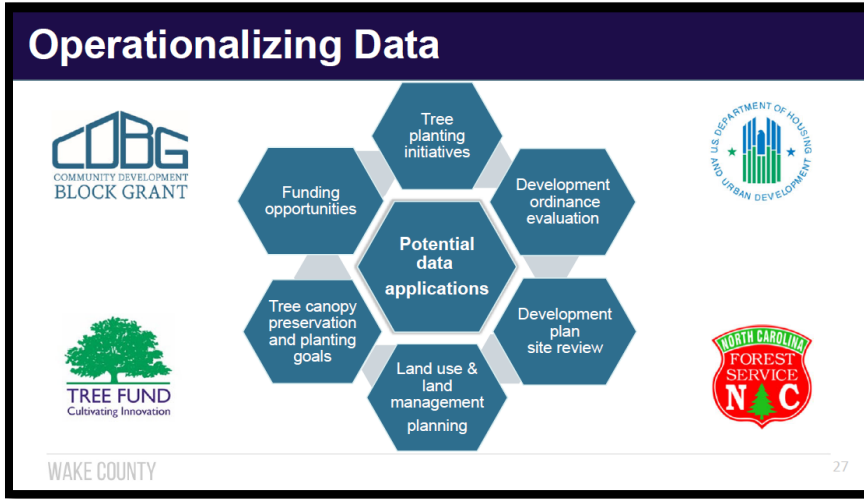
*The value refers to the average value per Apex resident. As of 2020, Apex had a resident population of 16,768. The canopy carbon storage value for the population was \$127,666,792.

WAKE COUNTY 26

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[PR4 - SLIDE 27]



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[PR4 - SLIDE 28]

TreeKeeper Canopy Software

WAKE COUNTY 28

- Make data observations quickly and easily.
- Share the benefits of your tree canopy and promote the value of community trees.

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[PR4 - SLIDE 29]

Tree Canopy Visualization

WAKE COUNTY 29

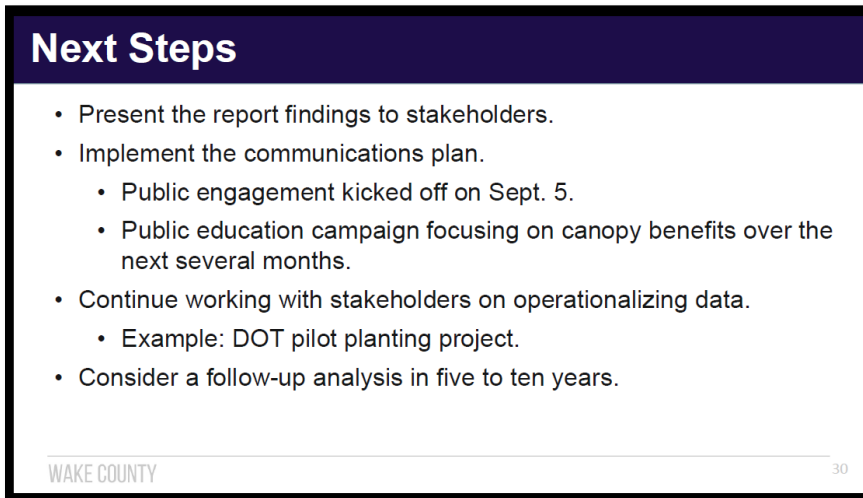
- Prioritize and plan tree plantings using environmental and social equity data.
- Make data-driven decisions that can fuel program budgets and encourage support of your sustainability programs.
- Create custom tree canopy goals and projections.

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DRAFT MINUTES

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2 [PR4 - SLIDE 30]



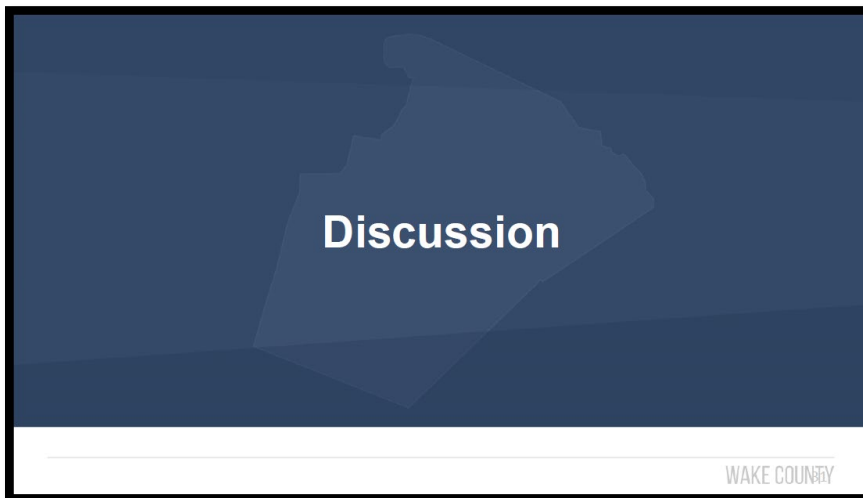
Next Steps

- Present the report findings to stakeholders.
- Implement the communications plan.
 - Public engagement kicked off on Sept. 5.
 - Public education campaign focusing on canopy benefits over the next several months.
- Continue working with stakeholders on operationalizing data.
 - Example: DOT pilot planting project.
- Consider a follow-up analysis in five to ten years.

WAKE COUNTY 30

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4 [PR4 - SLIDE 31]



Discussion

WAKE COUNTY

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Councilmember Mahaffey thanked Mr. Maloney and Mr. Shroyer for the report. He said trees have been a focus for Apex for a while, and it was great to see it quantified. He said what was important would be how it was acted upon. He said Apex has been sincere in its approach to increasing trees, but has done so on a more “ad-hoc” basis. He said he would like to have some rules on the books that operationalize canopy preservation and re-plantings. He said a big step forward would be rebuilding some of the lost canopy using the data provided in the report. He wondered how the County-wide approach would look, and said it would be good to have a set of model ordinances that could be adopted by the County and its municipalities. He added there were several projects that haven’t fully got going that would decrease this number more without additional measures. He said it is important to increase the overall canopy amount, but also targeted increases in places that could lessen the impact of the urban heat island effect. He said he would be digging into the data from the report, and he encouraged town and county staff to work together to come up with an operationalized plan to respond to this.

DRAFT MINUTES

1 **Councilmember Gantt** said as someone with background using GIS, he really enjoyed
2 looking at this study. He said when he saw Apex had the highest amount of canopy loss, he thought
3 about blaming past Councils for approving more low-density developments, but he looked at the
4 map closer and saw that a lot of the canopy loss was from the construction of 540. He said if 540 was
5 not included, Apex would not have the highest canopy loss. He said there are also Civic uses that
6 contributed to the loss, such as the Apex Friendship Campus, Scott's Ridge, and the Western Wake
7 Water Reclamation Facility. He was wondering their thoughts on the policy implications of balancing
8 canopy preservation with still doing projects that benefitted residents of the town.

9 **Mr. Maloney** said those were policy questions for local governments to look at and address.
10 He said the Town of Morrisville had the lowest tree canopy percentage and the most impervious
11 surface percentage, and they had worked with a consultant to check the most recent year's data as
12 well. He said their policies for preservations and plantings with development have been starting to
13 show some benefit in the last few years.

14 **Mayor Gilbert** said it was important to bring everyone to the table when looking at policy
15 decisions, including developers.

16 **Councilmember Gray** said he appreciated being able to have the data. He said they have
17 been working to balance tree preservation with landowner's ability to do what they wanted to with
18 their property. He said this data could be used to help drive UDO changes that they have been
19 discussing that didn't have a data-driven approach to back it before. He said he tried to use the Tree
20 Keeper program, but was not having much success.

21 **Mr. Maloney** said they would be putting tutorials out that showed how to utilize the
22 program. He said it was important to be patient with it, because there was so much data behind it.

23 **Councilmember Zegerman** said he agrees this gives data to back their positions on the
24 importance of tree canopy. He said the data indicated some priority areas in places that he did not
25 expect them. He said it takes personal preference more out of the conversation, and uses data that
26 backs all of it up. He thanked Mr. Maloney and Mr. Shroyer for their work.

27 **Mayor Pro Tempore Killingsworth** said she did recall some data from a study the town did
28 just after she got on Council, but not to the detail that this study provided.

29 **Shelly Mayo**, Planner II, said that study was looking at a smaller timeframe of data, and was
30 also looking at how trees could mitigate stormwater. She said there was some tree canopy
31 information included, and looking back at those studies is worthwhile.

32 **Councilmember Mahaffey** asked specifically what the next steps were. He asked if town staff
33 could work with the County to get some operational plans in place for this in the next few months.

34 **Councilmember Zegerman** added they could also expand existing programs, such as the
35 Plant Apex program, to help drive canopy growth. He said priority areas from this report could be
36 expanded.

37 **Councilmember Mahaffey** agreed, and said it was interesting to be able to have data that
38 could inform where the program may have the most impact.

39 **Mayor Gilbert** asked if there were any concerns from staff about moving in that direction.

40 **Interim Town Manager Purvis** said staff would need time to fully review the information in
41 the report, and then to engage the Environmental Advisory Board on this as well and get their input.
42 He said after staff and the EAB has had time to review and look at option, they could come with
43 options or hold a Council workshop. He said he knows this is a Council priority and is part of their
44 environmental leadership goal.

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1 **Councilmember Zegerman** asked if there could be any target dates on that.

2 **Interim Town Manager Purvis** said he doesn't think something before the end of the year
3 would be feasible, but he will work with staff to determine a goal for getting things put together for
4 Council.

5 **Councilmember Gray** said he would recommend the first step to be a Work Session to get
6 everybody in the same room and be able to ask the right questions.

7 **Councilmember Gantt** said he estimated about 580 acres in Apex were taken up by
8 Highway 540, and said with other DOT projects he had seen trees come back naturally, yet slowly.
9 He was wondering if what Morrisville did expedited that process for them.

10 **Mr. Maloney** said there are likely circumstances where DOT maintains areas without trees in
11 situations where they don't need to be maintained, and that planting seedlings would accelerate the
12 natural process of trees spreading.

13 **Councilmember Gantt** asked if there were any plans to do this on the middle parts and not
14 just the on/off ramp areas.

15 **Mr. Maloney** said no, that is likely off-limits by the DOT. He said they use more land than they
16 need for the highway to keep things safe for vehicular traffic. He said they recognize there is room to
17 get closer with trees on those main portions of highway. He said hopefully the pilot project can
18 demonstrate low-cost, low-maintenance options, and in the future, they could potentially replant in
19 places that were overly cleared.

20

21 **[REGULAR MEETING AGENDA]**

22

23 A **motion** was made by **Councilmember Gray**, seconded by **Mayor Pro Tempore**
24 **Killingsworth**, to approve the Regular Meeting Agenda as presented.

25

26 **VOTE: UNANIMOUS (5-0)**

27

28 **[PUBLIC FORUM] (NOTE: To view Public Forum and Public Hearing sign-up sheets, see OTHER-**
29 **2023-096)**

30

31

32

33 **[SLIDE 2]**

DRAFT MINUTES

Public Participation

- Please sign in with the Town Clerk prior to the start of the meeting for all Public Hearings and Public Forum
- Public Forum speakers are requested to address only items that **do not** appear in the 'Public Hearings' section on tonight's agenda
- The Mayor will recognize those who would like to speak at the appropriate time
- Large groups are asked to select a representative to speak for the entire group and are limited to 9 minutes
- Individual comments must be limited to 3 minutes to allow others the opportunity to speak



1
2
3 First to speak was **Kurt Kuechler**, of 2721 Silver Stirrup Lane:

4
5 "I had in mind what I was going to talk about tonight, but I'm going to go on the fly because it
6 hasn't been said, and I think it should be. Unfortunately, probably a lot of the staff who were
7 responsible for it aren't here tonight, but thanks to them for the quick transition on Saturday from
8 outside events to inside events, transforming the Community Center and Senior Center, and you still
9 had a great event. So those people need to be applauded. The other thing I wanted to talk about,
10 obviously it goes without saying, this tree canopy study, and what's going to become of a potential
11 amendment to RCA, obviously one helps the other. It's a fantastic thought, I wish it was an even
12 higher percentage increase, and I'd also like to have you consider separating the solar aspect from
13 the RCA aspect. They're both great programs, both great ideas, but I think it's kind of unfair to hurt
14 the RCA just because you're doing something good with solar. Keep 'em separate, award efforts to
15 solar, award efforts to RCA. That's all I've got, thanks."

16
17 **Mayor Gilbert** thanked Mr. Kuechler for his comments.

18
19 Next to speak was **Beth Bland**, of 3724 Friendship Road:

20
21 "I wanted to make you aware of something concerning Holly Springs plans, and their
22 innovation park. We received a notice, Tom and I did, from the Timmons Group, that they're
23 rezoning, and they're adding residential into their Innovation Park. Including the possibility of a 7-
24 story high apartment building with over 600 residents, at 2 different places. One would be
25 Friendship Road and the New Hill Holly Springs Road, and the other I believe is closer to Woods
26 Creek and Friendship Road. You know, it's the Timmons Group, Trustwell Properties, Helix
27 Properties, they're all part of this huge conglomerate that is working the park, buying more property,
28 so my question to you is, is there any way you can work more closely with Holly Springs. With what
29 their plans are, and what Apex's plans are, because I feel like there's a really big disconnect. With
30 what they're going to do with the Innovation Park, it's going to bring more traffic onto Friendship
31 Road, which is already a problem. They have done a traffic study, it's 575 pages, so I briefly went
32 through it, but basically, they show they do include the Friendship Road and Old US 1 intersection,

DRAFT MINUTES

1 and the grade they have for it is an F. And they don't really have the infrastructure in place to handle
2 the additional rezoning that they're wanting to do in this Innovation Park. And then we have Veridea
3 that's coming up here, we have, you know, the Force Main, which this is off on a tangent, but in my
4 mind, we just heard about the canopy study, the other side of the road, the trees are already gone.
5 The trees that are going to be affected on our property, we have 80-foot-tall pine trees, and we have
6 a stand of cedar trees, and they're coming down. A lot of them. So, it just seems like the two towns
7 are interconnected, but not working together. And I was concerned, from the last Board Meeting,
8 when Councilman Gray and Councilman Gantt, Councilman Gray mentioned getting together with
9 Holly Springs, then there was a conversation about well, if we ask them for something then they're
10 going to ask us for something, and I think you should be able to work through that better. So, all I'm
11 asking is, please consider having the two towns work a little more closely together with what the
12 plans are."

13

14 **Mayor Gilbert** thanked Ms. Bland for her comments.

15

16 Next to speak was **Elizabeth Stitt** of 3113 Friendship Road:

17

18 "I was joking with staff earlier that I might start using some of my other addresses just to keep things
19 lively. So, Beth and I went to the Holly Springs Town Council meeting last Tuesday, and fortunately
20 they are on the first and third Tuesdays, and you guys are second and fourth, so Tuesday nights are
21 going to be Town Council meetings. But we made the same ask of Holly Springs, to please start
22 talking with Apex. I'm going to take what Beth shared one step further. When you look at their TIA,
23 they included 8-10 background developments that were 2-4 miles away from Amga and what they're
24 wanting to do. But within 2 miles, across our side of Apex, we have multiple projects that were not
25 included. And so, I'm looking at this TIA, and it's under scoped, because our traffic goes back and
26 forth, their traffic is coming back and forth. So, then I looked at the Pleasant Park TIA, I looked at
27 Holland Road Mixed Use Assembly, I looked at the Sears PUD, I looked at West Village. We aren't
28 including any of their plans with Amga, and with this current rezoning that they're looking for, it is
29 taking it to unlimited commercial space, plus an addition of 1200 apartments. And you go their TIA,
30 and their TIA is only estimating traffic on 2.1 million square feet of commercial, and only 1,000
31 apartments, so it's under scoped from the very beginning, and they haven't even come up with the
32 list of what the developer is going to do. So, here's what's going to happen: their TIA is under
33 scoped, it's going to dump much more traffic over onto Friendship Road. That is going to make it
34 very congested so those businesses at Holland Road Mixed Use Assembly, people aren't going to
35 shop there. They're going to go elsewhere, where it's easier to get to. It is going to hurt the
36 economic benefits of that development. It's going to hurt people trying to get to Pleasant Park,
37 because they can't get through Friendship Road because GPS is sending them that way, and they're
38 getting stuck. So, this is this is more than about hey let's have conversation, this is going to hurt your
39 business community. And as more development tries to happened in our area, the cost of those
40 road improvements are going to be greater on Apex businesses and property owners, because
41 Amga is under scoped. So, this is more than you know hey, we're tired of the traffic, this is one of
42 those watershed moments where you've got to stop and say what is happening there, what are the
43 implications. So, I'm going to be going back and forth, I'm going to talk to them, I'm going to talk to
44 you, I don't want to be your go-between. But I feel like I have to be, because it's clearly

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1 acknowledged in their meeting that they haven't talked to you, and it's clear you guys haven't talked
2 to them. So, I will be that intermediary, and unless you want me representing both towns, please
3 have those conversations with each other."
4

5 **Mayor Gilbert** thanked Ms. Stitt for her comments.
6

7 Next to speak was **Dawn Cozzalino** of 3632 Bosco Road:
8

9 "So, I wanted to talk about safety tonight, in our area. And when I think of government, I think of the
10 things that they can do, and one of them is security, safety, protections. So, when I looked at the
11 Hazen group, this is the schematic, of this Force Main, it's a huge building right, there's a tractor-
12 trailer pulling in there. Okay, in the document, there was preference made by this Town Council to
13 only look at north of US 1, so it's suggesting in the document that no other options were considered,
14 and you're going to be destroying people's land, their livelihoods, their tree canopy, their
15 environment, when if the approach was taken differently, or different discussions were taking place,
16 it could be done in an area that does not interfere with that. So, I wanted to say that about safety,
17 protecting that. I also wanted to say about these documents, you know, when you get a nice
18 schematic, which I looked at, it looks good on paper but some things in life don't always work out as
19 planned. There's no contingencies in here, there's no audit, I haven't seen anything about an audit
20 that helps me feel confident in the commitments that are being made. So that makes me feel unsafe.
21 There's adverse events in life. And one of those was just reported 9/14. So, a million people,
22 wastewater treatment, there was a dumping into the Haw River, a million people are infected with
23 their water. Okay what does this mean? There's no controls over that company that's dumping, and
24 you know how it works with the sewer system right, it goes in one end, comes out the other, and
25 that's your drinking water. They can't treat all the chemicals, this is one for Dioxane, can't treat them
26 all. So that's hazardous safety, that's effecting people's safety. And I bring this up to, because if
27 there's another case, how are you going to control and audit this? And I brought up Durham County
28 and Chatham County about the dumping and about the water. So, is enough, enough? First to take a
29 stand. You want the legacy to be that you just looked the other blind eye to environment and risk to
30 people and just, you know, it's like a third world country, they have to go down and pick up water in
31 osmosis systems. They have to bring their own containers, it's a third-world country. And this is right
32 in our hometown. In our beautiful North Carolina. And I appreciate your time, but this is getting
33 serious."
34

35 **Mayor Gilbert** thanked Ms. Cozzalino for her comments.
36

37 With no further sign ups, **Mayor Gilbert** closed Public Forum and moved the meeting to Public
38 Hearings.
39

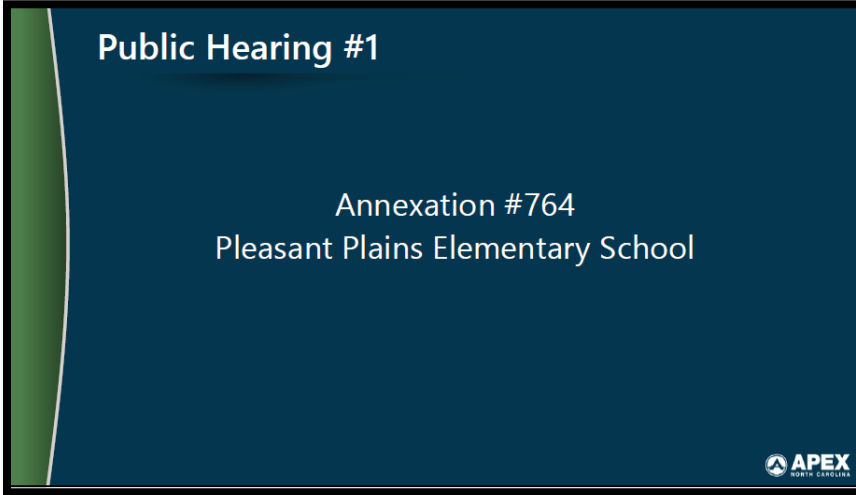
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43 **[PUBLIC HEARINGS]**
44

DRAFT MINUTES

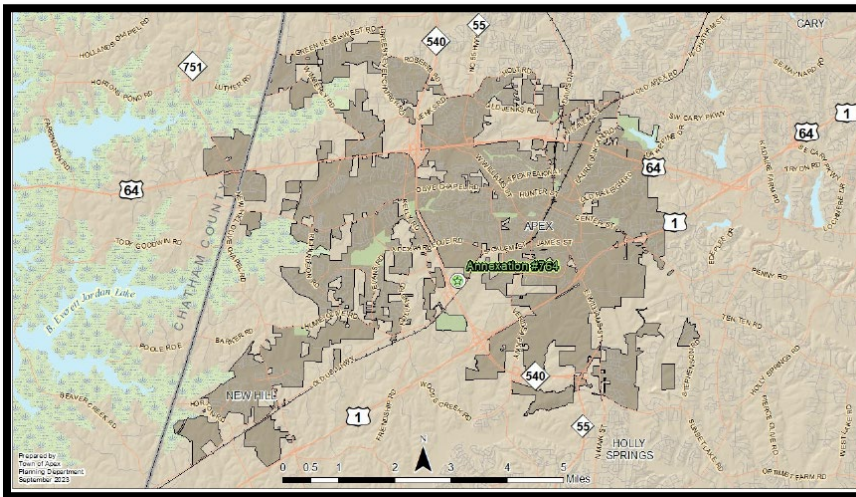
1 **PH1 Annexation No. 764 - Pleasant Plains Elementary School - 30.047 acres**

2 **Amanda Bunce**, Current Planning Manager, gave the following presentation regarding
3 Annexation No. 764 - Pleasant Plains Elementary School.

4
5
6 **[SLIDE 3]**



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9 **[SLIDE 4]**



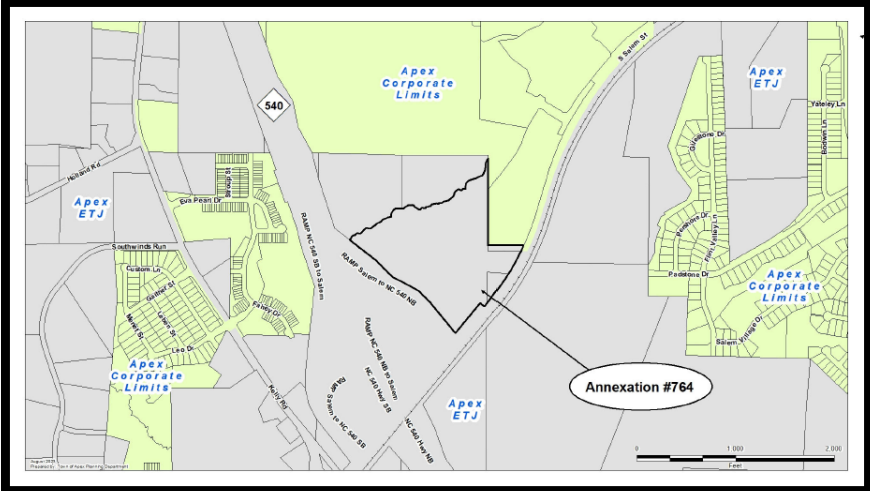
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14 **[SLIDE 5]**

DRAFT MINUTES



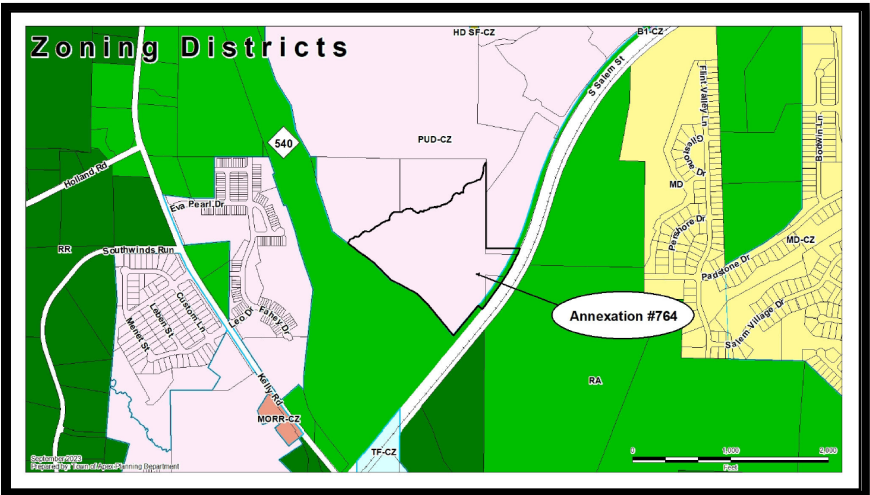
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[SLIDE 6]



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[SLIDE 7]



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DRAFT MINUTES

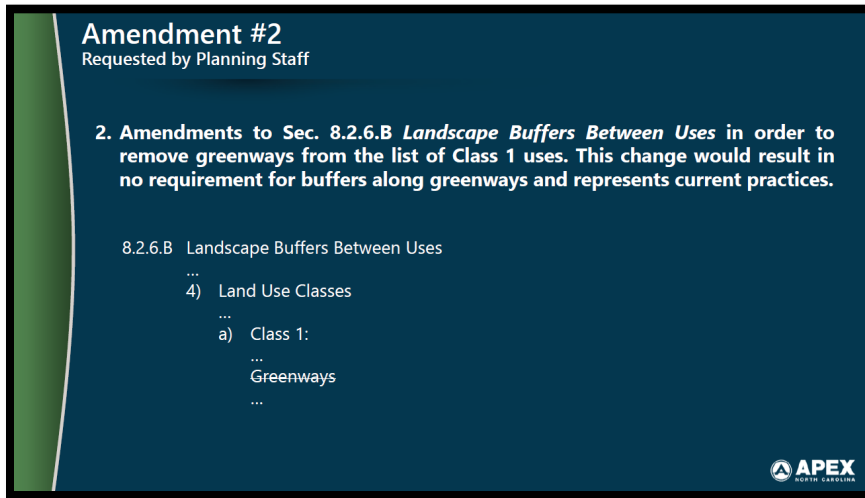
1 **Councilmember Zegerman** asked why it was considered a special use in the first place.

2 **Ms. Bunce** said communities change over time, and historically this was not seen as a
3 beneficial use, and now people's opinions about tattoos and piercings are different.

4 **Councilmember Gantt** said at one point it was not permitted at all, then got changed to
5 special use, and now it's changing incrementally again to be more flexible with this use.

6 **Mayor Pro Tempore Killingsworth** said a local business owner had reached out and said it
7 was very difficult to find other places because of this.

8 **[SLIDE 10]**



9
10 **Councilmember Zegerman** asked if this would mean if they wanted to install a greenway
11 where one did not exist, that they could go right up against a property line.

12 **Ms. Bunce** said theoretically they could if that was the desire, and often times they need
13 flexibility with where greenways are installed, because they are kept closer to sewer easements or
14 riparian buffers, but she is not saying that would necessarily be the standard practice of the town.

15 **Councilmember Zegerman** asked her to give him an example of how this was consistent
16 with current use.

17 **Ms. Bunce** said generally greenways are not against property lines. She said greenways are
18 also not planned near residential property lines, because they are often near riparian buffers from
19 streams.

20 **Councilmember Zegerman** said they did a new greenway update a few months ago, and
21 there are greenways on that that would go through existing neighborhoods. He said he would be
22 uncomfortable removing the buffer requirement because it may mean homeowners who bought
23 property near a conservation area may see a trail right on their property line.

24 **Councilmember Gantt** said the Beaver Creek Greenway that he jogs every day functions
25 perfectly fine as far as he can tell, but the houses knew that they were buying next to a greenway.

26 **Councilmember Zegerman** asked if the greenway was already there when the houses came
27 in.

28 **Councilmember Gantt** said he thinks the greenway had already been planned before the
29 houses were built.

30 **Councilmember Zegerman** said he was more concerned about houses being there and
31 then putting a greenway right on people's property lines without a buffer requirement.

DRAFT MINUTES

1 **Councilmember Gantt** said he was just saying the Beaver Creek Greenway works fine right
2 up against the property lines.

3 **Councilmember Zegerman** said he is sure this would function fine, but it is the optics of
4 clearing a piece of land that was previously RCA.

5 **Ms. Bunce** shared that Director Khin said in some cases the buffer requirement may mean
6 that there is no room for a greenway, so that is something for Council to consider as they talk about
7 where to put greenways, and keeping them far enough away from residential areas while also
8 preserving trees and providing additional greenway access.

9 **Councilmember Zegerman** said he would rather work this through a variance process than a
10 blanket no buffer scenario.

11 **Ms. Bunce** said the variance process is not the route to go for this because there has to be
12 hardship in the area shown and meet 4 standards required by the state, and justifying a variance in
13 these situations could be very difficult based on the state standards.

14 **Councilmember Zegerman** said he thinks giving the town the blanket right to do this would
15 be the wrong way to go.

16 **[SLIDE 11]**

Amendment #3
Requested by Planning Staff

3. Amendments to Secs. 4.4.1 *Supplemental Use Standards, Residential Uses* and 8.2.8.B *Screening, Screening Methods* in order to change references to dumpster enclosure screening standards from the *Town of Apex Design and Development Manual* to the *Town of Apex Standard Specifications and Standard Details*. Amendments to 6.1.11.1 *Notification on Site Plan and Subdivision Plan and Recording of Information* in order to change a reference from the *Town of Apex Design and Development Manual* to the *Site Plan Final Plat* or *Master Subdivision Final Plat* application and to make other edits to simplify the wording of the standard.

4.4.1 *Supplemental Use Standards, Residential Uses*

- A) *Condominium*
...
 - 2) The overall enclosure design must comply with the standards found in the *Town's Design and Development Manual* *Town of Apex Standard Specifications and Standard Details*.
- G) *Multi-Family or Apartment*
...
 - 2) The overall enclosure design must comply with the standards found in the *Town's Design and Development Manual* *Town of Apex Standard Specifications and Standard Details*.

17 **[SLIDE 12]**

Amendment #3
Requested by Planning Staff

8.2.8.B *Screening, Screening Methods*

- 1) *Dumpsters*
...
 - d) The overall enclosure design must comply with the standards found in the *Town's Design and Development Manual* *Town of Apex Standard Specifications and Standard Details*.

6.1.11 *Riparian Buffers*

- l) *Notification on Site Plan and Subdivision Plan and Recording of Information*
Where required, riparian buffers shall be shown on all site plans and subdivision plans approved pursuant to Sec. 6.1.4 of this Ordinance. A certificate in the form established in the *Town of Apex Design and Development Manual* *Site Plan Final Plat* or *Master Subdivision Final Plat application* shall be lettered placed on the face of the Site pPlan Final Plat or the recorded subdivision map Master Subdivision Final Plat. Prior to approval of a the Final Plat (with respect to a subdivision), issuance of a certificate of occupancy (with respect to a site plan), or commencement of a use, a developer shall first cause all information pertaining to required riparian buffers to be shown on the Final Plat for the property.

...

1 [SLIDE 13]

Amendment #4
Requested by Planning Staff

4. Amendments to Sec. 2.3.8.D Variance Permit, Standards in order to change the word "ordinance" to "regulation" in accordance with State law.

2.3.8 Variance Permit
...
D) Standards
In order to approve an application for a variance permit, the Board of Adjustment shall find the following:

- 1) *Unnecessary Hardship.* Unnecessary hardship would result from the strict application of the ordinance **regulation**. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.
- ...
4) *Consistency with the UDO Regulation.* The requested variance is consistent with the spirit, purpose, and intent of the ordinance **regulation**, such that public safety is secured, and substantial justice is achieved.

2
3 [SLIDE 14]

Amendment #5
Requested by Planning Staff

5. Amendments to Sec. 4.4.2 Supplemental Standards, Public and Civic Uses in order to remove supplemental standards for the uses "Day Care Facility" and "Drop-In or Short-Term Child Care" in the Downtown Business (B2) zoning district as those uses are no longer permitted uses in that district.

4.4.2 Supplemental Standards, Public and Civic Uses
...
C) Day Care Facility
...
2) ~~Day care facilities in the B2 Downtown Business District shall not be located on North Salem Street between Center Street and West Chatham Street, and shall not be located on Commerce Street.~~

...
F) Drop-In or Short-Term Child Care
...
2) ~~Drop-in or short-term child care located in the B2 Downtown Business District shall have no outdoor play areas and shall have hours of operation typical to other adjacent downtown businesses.~~

4
5 [SLIDE 15]

Amendment #6
Requested by Planning Staff

6. Amendments to various sections of the UDO in order to reflect changes to department titles and responsibilities due to the division of the former Public Works and Transportation Department into the Public Works Department and Transportation & Infrastructure Development Department; move floodplain administrator duties to the Water Resources Department; and add Water Resources Department to the list of departments included in the Technical Review Committee. Sections affected include the following:

• 2.1.7.B	• 7.1.7	• 7.5.14	• 8.3.6.G
• 2.3.7	• 7.2.1	• 7.516	• 13.16.1
• 6.2.13.A	• 7.5.12		


2.1.7 Technical Review Committee
...
B) Membership
The TRC shall consist of a staff member, designated by the department head, from each of the following departments: Planning, Public Works, and Transportation, **Transportation & Infrastructure Development, Water Resources, Building Inspections and Permitting, Parks, Recreation & Cultural Resources, Police, and Fire.**

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1 [SLIDE 16]

Amendment #6
Requested by Planning Staff

2.3.7 Subdivision
...
D) Master Subdivision Plan
...
4) Minor Deviations
The Planning Director, with the consent of the Public-Works and Transportation & Infrastructure Development Director, and Water Resources Director, may approve a minor deviation to a Master Subdivision Plan. A minor deviation shall be limited to technical or engineering considerations first discovered after Master Subdivision Plan approval which have no material effect on the character of the approved Master Subdivision Plan. Minor deviations shall be limited to slight relocation of lot lines, greenways, streets and utilities, and minor changes to grading and stormwater infrastructure.
...
F) Master Subdivision Final Plat
1) General
...
b) The Master Subdivision Final Plat shall constitute only that portion of the Master Subdivision Plan that the subdivider proposes to record and develop at the time. The Master Subdivision Final Plat shall contain no fewer than 15 lots except in the case of one of the following:
...
(iii) When approved by the Planning Director, with the consent of the Public-Works and Transportation & Infrastructure Development Director and Water Resources Director.




2
3 [SLIDE 17]

Amendment #6
Requested by Planning Staff

6.2.13 Flood Damage Prevention Overlay District
A) *Designation of Local Administrator*
The Town's Public-Works and Transportation Water Resources Director or a designee is appointed to administer and implement the provisions of this Flood Damage Prevention Overlay District.

7.1.7 Substitution of Fees in Lieu of Public Improvements
Where, because of topographical features or other conditions peculiar to the site, strict adherence to the provisions of this Article requiring public improvements would cause an unnecessary hardship or provide an unwarranted or unrealistic result, the Town Council may authorize that the reasonable cost of such improvement if made be paid into the Town treasury in lieu of the improvement so long as same can be done without materially altering the intent of this Article; provided, however, the amount of such fee paid in substitution of the public improvement shall reasonably relate to the applicant's fair share of the cost of such public improvements as determined by the Public-Works and Transportation & Infrastructure Development Director and the Water Resources Director or some other professional engineer approved by the Town; and provided, further, that the Town Council may in its discretion, use said fee to construct some other public improvement calculated to be of significant benefit to the said property of the applicant either directly or indirectly. Any such substitution authorized as aforesaid shall be recorded in the minutes of the Town Council with a statement of the reasoning justifying the substitution.



4
5 [SLIDE 18]

Amendment #6
Requested by Planning Staff

7.2.1 Streets
...
F) Intersections
...
4) Street jogs with centerline offsets of less than 100 feet shall be prohibited when the jog lies wholly within the subdivision, except when approved by the Public-Works and Transportation & Infrastructure Development Director, and shall be avoided on the exterior boundary of the subdivision, except where external access would otherwise be denied.
...
I) Traffic Calming
...
2) All new residential developments shall provide for the installation for traffic calming measure(s) on each residential street within the development where the length of the public street exceeds 1,000 feet. The location and type of traffic calming measure(s) shall be determined by the Planning Department and Public-Works and Transportation & Infrastructure Development Department. Traffic calming measure(s) include but are not limited to traffic circles, roundabouts, curb extensions, chicanes, splitter islands, and designated on-street parking. Speed humps are only allowed as traffic calming measures in existing neighborhoods that meet the criteria in Sec. 7.2.1.L3 of this Ordinance.
...
3) ...
After all of the criteria have been satisfied, the Town Council will make the final decision whether to approve the proposed installation/removal project. The Town Council reserves the right to deny any request for installation/removal of traffic calming devices on Town-maintained streets, in its sole discretion. After the project has been approved by the Town Council and submitted to the Town's Public-Works and Transportation & Infrastructure Development Director, the street will be rated for priority, and then scheduled for installation/removal of traffic calming devices in accordance with the approved sketch plan.



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1 [SLIDE 19]

Amendment #6
Requested by Planning Staff

7.5.13 Performance Guarantee in Lieu of Construction Prior to Acceptance of Final Plat
...
C) Such guarantee shall be in an amount of not less than 125% of the estimated cost of the construction of the required improvements. The developer shall submit an estimate of this amount subject to review, modification, and approval, which shall be by the Water Resources Director or Public-Works and Transportation & **Infrastructure Development** Director, as appropriate.

D) Performance guarantees shall run for a period of one (1) year unless otherwise determined by the Water Resources Director or Public-Works and Transportation & **Infrastructure Development** Director, as appropriate.

E) All required construction of improvements, less the final lift of asphalts and adjustments, shall be completed within one (1) year from approval of the Final Plat unless otherwise determined by the Water Resources Director or Public-Works and Transportation & **Infrastructure Development** Director, as appropriate.
...




2
3 [SLIDE 20]

Amendment #6
Requested by Planning Staff

7.5.14 Defects Guarantee
...
B) This guarantee shall be in the amount determined by the Water Resources Director or Public Works and Transportation & **Infrastructure Development** Director, as appropriate.

7.5.16 Final Plat Approval Contingent on Execution of Guarantees
No Final Plat will be approved by the Planning Director, Water Resources Director, or Public-Works and Transportation & **Infrastructure Development** Director unless such plat is in compliance with Sec. 14.1.5.C and Secs. 7.5.12 through 7.5.15.

8.3.6.G Cross-Access and Driveway Construction Easement
1) ...
d) The location of the cross-access and driveway construction easement and connection shall be reviewed and approved by the Public-Works and Transportation & **Infrastructure Development** Director based on the following factors which include but are not limited to:
...
...




4
5 [SLIDE 21]

Amendment #6
Requested by Planning Staff

f) Additional driveway access to the thoroughfare shall be avoided, except in cases where additional access is reviewed and approved by the Public-Works and Transportation & **Infrastructure Development** Director upon finding that such access meets the following minimum distancing requirements between driveways along the thoroughfare:
(i) 250 feet may be allowed for right-in/right-out direct access in addition to cross-access;
(ii) 500 feet may be allowed for full movement to a minor thoroughfare for direct access in addition to cross-access, and/or
(iii) 1,000 feet may be allowed for full movement to a major thoroughfare for direct access in addition to cross-access.
The Public-Works and Transportation & **Infrastructure Development** Director may reduce the minimum spacing separation above by no more than 10% upon review of site constraints and a traffic impact analysis, when required.

2) Exceptions to the cross-access requirements may be granted by the Public-Works and Transportation & **Infrastructure Development** Director based on site-specific constraints that make it impractical to dedicate such cross-access and driveway construction easements and connections, including but not limited to:

13.16 Developer Agreements
...
13.16.1 the estimated cost of the road improvement, based on the approved bidding process and using the lowest bid approved by the Public-Works and Transportation & **Infrastructure Development** Director;



6
7
8

DRAFT MINUTES

1 **Mayor Gilbert** opened up Public Hearing for this item. With no one signed up, he then
2 closed Public Hearing for this item.

3
4 **Councilmember Gray** said it appears they likely to vote per amendment on this, based on
5 the conversation.

6 **Councilmember Gantt** suggested grouping amendments 1 and 3-6 together, and
7 discussion amendment 2 separately.

8 **Councilmember Gray** said that would be a good way to resolve it.

9
10 A **motion** was made by **Councilmember Gray**, seconded by **Councilmember Mahaffey**, to
11 approve Amendments 1, 3, 4, 5, and 6 to the Unified Development Ordinance.

12
13 **VOTE: UNANIMOUS (5-0)**

14
15 A **motion** was made by **Councilmember Zegerman** to deny Amendment 2 to the Unified
16 Development Ordinance.

17
18 Without a second, **Councilmember Zegerman's** motion failed.

19
20 A **motion** was made by **Councilmember Gantt**, seconded by **Councilmember Gray**, to
21 approve Amendment 2 to the Unified Development Ordinance.

22
23 **VOTE: 3-2, Councilmember Mahaffey and Councilmember Zegerman dissenting**

24
25 **[OLD BUSINESS]**

26
27 **OB1 Report of Separation Agreement and Release**

28 **Mayor Gilbert** said this item was one that he removed from the last meeting's agenda to
29 ensure the entire elected body could be present. He added that this was a matter of transparency for
30 him, as he will be voting tonight based on Senate Bill 9. He thanked Senator Adcock and
31 Representative Paré for working together to provide this opportunity for him to cast this vote. He
32 said there a lot of things he wants to say that he cannot say. But he wanted the community to know
33 that transparency is important to him. He said as they move forward with these kinds of things, they
34 need to make sure the community understands and sees everything that they do. He reiterated he
35 wants to make sure that members of the community understand that transparency is important to
36 him.

37 A **motion** was made by **Councilmember Gray**, seconded by **Mayor Pro Tempore**
38 **Killingsworth**, to accept the Report of Separation Agreement and Release.

39 **VOTE: 5-1, Mayor Gilbert dissenting**

40
41 **CLERK Note:** North Carolina General Assembly Session Law No. 2023-112 authorizes the Apex
42 Town Council and Mayor to make appointments and vote on certain matters regarding the
43 appointees of the Town Manager, Town Attorney, and Town Clerk for the Town of Apex.

DRAFT MINUTES

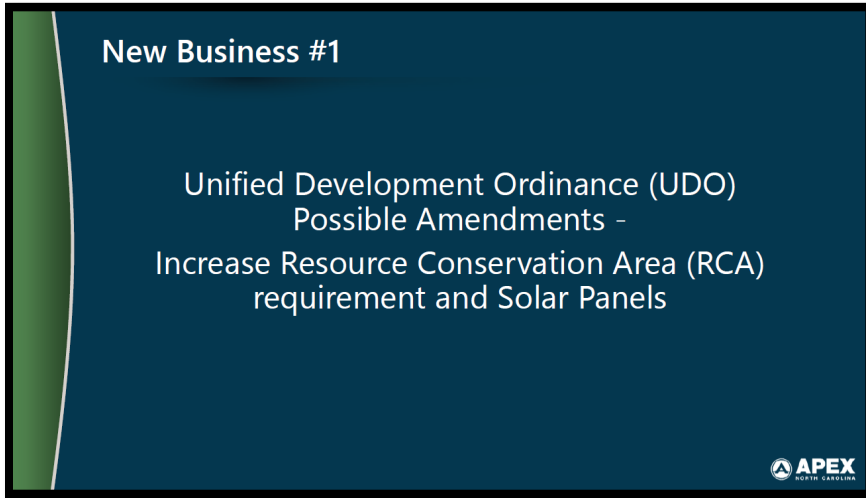
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[NEW BUSINESS]

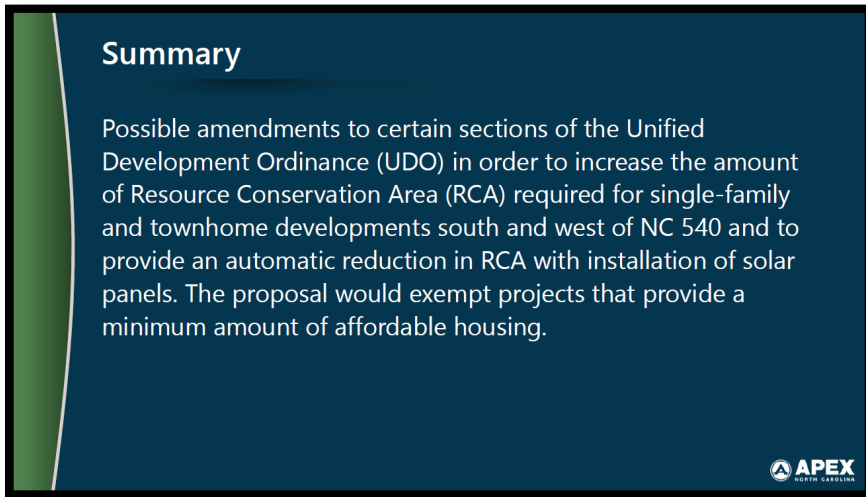
NB1 Unified Development Ordinance (UDO) Possible Amendments - Increase Resource Conservation Area (RCA) requirement and Solar Panels

Ms. Bunce gave the following presentation regarding possible UDO Amendments - Increase Resource Conservation Area (RCA) requirement and Solar Panels.

[SLIDE 22]




[SLIDE 23]



1 [SLIDE 24]

Proposed amendments:


- For single-family and townhome developments located south and west of NC 540, increase the required amount of buffers and RCA from 30% to 50%;
- Provide for an automatic 1% reduction in required RCA for every 1% of homes built with a solar photovoltaic system installed with a maximum reduction of 20%; and
- Provide an automatic exemption from the increase with the provision of a certain amount of affordable housing. The number of affordable units and affordability level will need to be determined.



2
3 [SLIDE 25]

Planning Committee


- Reviewed at the March 2, 2023 meeting. Committee was not unanimous in bringing this forward
- The following points were discussed:
 - Potential to increase cost of housing both by requiring the installation of solar and possibly reducing the lot yield for new development.
 - Does not reduce demand for housing and may lead to the desire to develop more land or a shift to apartments/condos.
 - May trigger further changes to state law.
 - Criteria for affordability exemption



4
5 [SLIDE 26]

Affordability Exemption Options

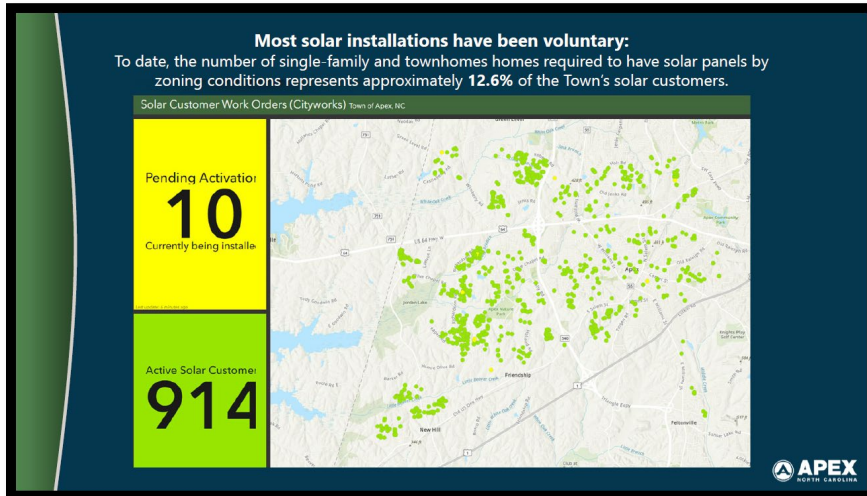
- Discussion focused on using the same requirements from the Affordable Housing Policy that qualifies a development to get reduced fees which is at least 20% of the housing units being affordable to households earning no more than 60% of the Area Median Income (AMI) for the Raleigh, NC Metropolitan Statistical Area (MSA).
- Staff research has found other incentives/exemptions based on affordability include the following:
 - In order to utilize the Affordable Housing Zoning Incentive Policy to reduce RCA by up to 10%, a development must provide at least 5% of the units as affordable with the AMI being 100% for rental and up to 135% for ownership. The affordability period varies for rental, but must be at least 20 years for ownership.
 - The UDO exempts multi-family developments with rents that are affordable to a household with an annual income that is not greater than 80% of the AMI for the Raleigh, NC MSA from the requirement to provide EV-Ready and EV Charging Spaces.



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DRAFT MINUTES

1 [SLIDE 27]



2
3

4 **Councilmember Mahaffey** said this was a discussion, and nothing would be approved
5 tonight. He said in the past few years, there have been multiple rezonings where solar panel
6 requirements were proposed and discussed. He said the issue that came up was that there was no
7 policy in place to specify what they were doing, which led to inconsistent requirements and
8 inconsistent requests. He said there was no incentive involved, and there was pushback. He said he
9 has felt for a few years that there was a sense of trying to codify this and put it in a policy, to settle the
10 question of what happens when you offer these things with solar. He said he proposed raising the
11 RCA requirement, which they can do by ordinance, and provide incentive for developers to provide
12 solar panels, which are a desirable feature of their single-family rezonings. He said it would put it at a
13 level where if a lot of solar panels were provided, it would all work out. He said the levels could be
14 discussed. He said his proposal would raise the levels required by 20%, and provide up to a 20%
15 incentive if there was a commitment to provide solar panels on homes. He said he brought it to the
16 planning committee earlier the year, and that reception was mixed, with at least one person in the
17 room favorable. He said with the split decision, he would like to hear the thoughts of his colleagues.

18 **Councilmember Gantt** said when he joined Town Council in 2017, he talked to the Town
19 Attorney about codifying something related to solar panels in rezonings. He said he was told that
20 could not be done because of state law. He said when he and Mayor Pro Tempore Killingsworth
21 joined the Council, this area of Apex had an RCA requirement of 25% and mass grading penalty of
22 2%. He said this was likely what was the case when the developments came in that effected that
23 canopy. He said now the RCA is at 30%, and the mass grading penalty is at 5% in this area. He said
24 he saw Apex had the highest RCA in Wake County. He said his concern was regarding state law. He
25 said this discussion had been before a supermajority was in the State House, and he has fears that
26 this could be used as an example of further limiting municipalities in their ability to enforce tree
27 preservation. He said he imagines a scenario where people talk to legislators and tell them what
28 Apex is doing, which could potentially stop that and all of that across the state. He said he also didn't
29 feel the 1:1 with trees was not appropriate, since trees do a lot more than just CO2 reduction. He
30 said those reasons were why he did not agree with the amendment at the time.

31 **Councilmember Zegerman** said he appreciates the objective. He said they have been
32 successful working with developers with solar in some cases, but not in others. He said this is very

DRAFT MINUTES

1 similar to affordable housing, which they just adopted a policy regarding in order to codify things,
2 whether than having projects 5 months down the road be asked for different things. He said
3 something to guide those conversations is a valuable objective. He said it is not a secret that he
4 wants to see more trees preserved during development, and he likes the idea of raising the RCA
5 standard. He added he also likes the idea of some give-back if the developer is displaying the right
6 types of behaviors in terms of other desirable impacts such as solar, EV charging, and affordable
7 housing. He said they can discuss the numbers, but nothing was being voted on at this point. He said
8 he was in favor of moving in this direction, but he does want to acknowledge Councilmember
9 Gantt's concern about the General Assembly and their recent demonstrations of retaliating against
10 specific municipalities, or putting things in the state budget such as "you cannot outlaw Styrofoam in
11 your municipality." He said there is a risk of that, but eliminating something like this at the state level
12 would invoke an outcry from the League of Municipalities and every municipality that has a vested
13 interest in this. He said to his observation, the risk of that currently is very small. He said he isn't sure
14 if that should be the sole factor in their decision to not go with it.

15 **Mayor Pro Tempore Killingsworth** said she wanted to acknowledge that this is trying to
16 address the amount of mass grading happening and the amount of bare land that they end up with.
17 She said she was quite sure she agreed with the solar versus tree canopy issue. She added with the
18 affordable housing policy, there were things behind it such as a study that done and a plan put in
19 place. She said there is some data on trees and preserving them, but they don't quite have that on
20 solar. She said that doesn't mean it can't come in the form of some environmental initiative that they
21 study in the future. She wondered if an increased penalty for mass grading would be useful to
22 address this instead of doing 1:1 with solar and RCA. She said potentially a 10 or 15% mass grading
23 penalty.

24 **Councilmember Gantt** said that would be coming to the Council at some point, in addition
25 to this.

26 **Councilmember Mahaffey** asked if that was a split decision as well.

27 **Councilmember Gantt** said yes. He said that it would be a few months away.

28 **Councilmember Mahaffey** said he would be wanting to remove the penalty for mass
29 grading, because he would want to remove mass grading altogether.

30 **Councilmember Gray** said he had been pondering some comments from public forum
31 about whether they should decouple solar and RCA. He said that may be a solution set around him.
32 He said it was a laudable goal, and one thing that they should never do as a Council is break the law.
33 He said there are places they come close to the law, and some cases in which they should be a
34 vanguard and take a leadership approach on things. He said he draws a hard line at not breaking the
35 law. He said he does like the idea of increasing RCA, and the tree canopy study is a great data point
36 on that. He said he would love to get the same data on solar. He said he likes encouraging solar, but
37 there should be consideration given to decoupling RCA from solar.

38 **Councilmember Mahaffey** said the reason he was talking about them coupled, is because
39 they have been advised that they cannot make a rule saying that developers have to do a certain
40 amount of solar, that it has to be incentive-based. He said it's a fact that solar panels do not work
41 very well in the shade. He said that is the context around creating an incentive, in order to comply
42 with the laws and also advance the possibility of more solar.

43 **Councilmember Gray** said he thinks increasing solar is a great goal that they should pursue,
44 and this was a great first step in looking at creating that incentive, and he isn't sure if there is

DRAFT MINUTES

1 something other than RCA that should be the incentive. He appreciates that this is a conversation
2 that has been started and will be continuing. He said he can understand why this was split in
3 planning committee, because this was not an easy decision.

4 **Councilmember Zegerman** said there are several things at play here, and they may need to
5 look at this more holistically. He said if they eliminate mass grading entirely, should it be looked at in
6 this context, and what should come in in its place. He said there is also the affordable housing policy,
7 which was not in place when this conversation occurred. He wanted to make sure they were aligned
8 with that policy with what gets proposed here. He said he is seeing that there is differing views on if
9 solar vs. RCA is the right mechanism, and if it isn't solar, then what is. He said this may be a place to
10 send it back to staff to research and gather further information.

11 **Mayor Pro Tempore Killingsworth** said this is the right conversation to have, but they are
12 not quite there yet.

13 **Councilmember Zegerman** asked who was going to take the next action on this.

14 **Mayor Pro Tempore Killingsworth** asked what would happen if this went back to Planning
15 Committee.

16 **Councilmember Mahaffey** asked if the rest of Council had direction on how they should
17 proceed, rather than just sending it back as is since it was already split.

18 **Mayor Pro Tempore Killingsworth** said she would like to consider other options to
19 decouple the solar and RCA issue. She added that she was interested in hearing Councilmember
20 Mahaffey's mass grading proposal.

21 **Councilmember Gray** said he agrees with that. He said the mass grading proposal was
22 something out of the box.

23 **Councilmember Zegerman** asked if they maintained more RCA, which would aid in
24 stormwater retention, would there be a potential to decrease other stormwater requirements on
25 developers.

26 **Councilmember Mahaffey** said to him, the focus was thinking about the goals of a rezoning,
27 and what dials are available to them in order to achieve them. He said a system of rules where "this
28 equals this", is better than ad-hoc negotiations. He said he acknowledges everybody agrees with
29 that, and said there could be debate about the specifics and the values. He said people in the
30 development community have said they don't like it when they have to have these ad-hoc
31 discussions regarding these things. He said to his point about stormwater, it could potentially be
32 done as part of it.

33 **Ms. Bunce** said stormwater rules are heavily regulated by the state, and they can't do
34 whatever they want, such as how they used to plant around stormwater ponds, but now the state
35 standards are for it to just be grass.

36 **Councilmember Mahaffey** said he thinks Councilmember Zegerman was referring for the
37 stormwater event that developments would have to cover.

38 **Councilmember Zegerman** said yes, and there are cases where a shorter time period may
39 suffice as a tradeoff.

40 **Councilmember Gantt** said he's hearing a desire to have an environmental incentive
41 document like they now have for affordable housing, and that there could be an issue as sometimes
42 affordable housing and environmental demands conflict. He asked if they would like to ask the EAB
43 and Planning Committee to discuss the framework of an environmental incentive policy.

DRAFT MINUTES

1 **Mayor Pro Tempore Killingsworth** said yes. She would like them to potentially have a
2 discussion and make some recommendations, then bring that back to Planning Committee for
3 discussion.

4 **Mayor Gilbert** asked who was present at the Planning Committee Meetings, and if there are
5 members of the development community there.

6 **Ms. Bunce** said they have had members of the development community show up, but
7 generally it is staff and Planning Committee members. She said there was a commitment made at
8 the last meeting to coordinate with the development community regarding mass grading standards
9 and get their input before they take anything to Planning Board or Town Council. She said the goal
10 would be to write an amendment that would reflect the concerns of Council, staff, and the
11 development community.

12 **Mayor Gilbert** said he has heard from members of the development community, and they
13 want to be involved in this work, but they want to have some structure around it as well.

14 **Ms. Bunce** said that makes sense, but in some cases a context-based solution is best. She said
15 predictability was great, but sometimes it wouldn't lead to the best results. She said it's about finding
16 the right balance between the two.

17 **Mayor Pro Tempore Killingsworth** said there are cases outside of the core area of Apex
18 that the environmental incentives may be a better choice for people, whereas towards the center of
19 Apex they want to look at more affordable options. She said there is some mix, but these areas
20 would generally benefit from those priorities the most.

21 **Councilmember Gantt** asked if she was suggesting combining those two types of incentives
22 into one document.

23 **Mayor Pro Tempore Killingsworth** said not necessarily.

24 **Councilmember Zegerman** said it was worth noting that the area this was proposed for is
25 outside of the 540 boundary, so closer to Jordan Lake, where there is a deliberate reduction in
26 density because of the watershed. He said the resource preservation aspect plays really well into
27 that.

28 **Councilmember Gantt** said the reason the increase from 25% RCA to 30% happened was
29 because of the desire to protect that part of town. He said this was west of 540.

30 **Councilmember Mahaffey** commented that RCA was reduced more toward the center of
31 Apex to encourage greater density.

32 **Mayor Pro Tempore Killingsworth** said she appreciated them having this conversation and
33 bringing it to Council, because sometimes more ideas can pop up.

34 **Councilmember Zegerman** asked if the next step was for this to go back to the
35 Environmental Advisory Board (EAB).

36 **Ms. Bunce** said it had not been reviewed by the Environmental Advisory Board (EAB).

37 **Councilmember Mahaffey** said he thought the idea was for the EAB to review on a more
38 holistic environmental incentive policy, rather than being specific to this, because of a seeming
39 desire to separate the issue from solar. He said the idea would be to essentially explore having an
40 environmental incentive policy.

41 **Councilmember Gantt** asked if the direction was to table this now and go the incentive
42 route. He said that would slow things down imminently.

43 **Mayor Pro Tempore Killingsworth** said she thinks that's fair.

DRAFT MINUTES

1 **Councilmember Mahaffey** said what he heard from Council was to not have this exact
2 proposal but something like it. He said the question would be what else could they do more broadly,
3 and maybe some good ideas could come out of additional discussion. He said he isn't opposed to
4 getting other people's ideas on how to write the policy.

5
6 **[UPDATES BY INTERIM TOWN MANAGER]**

7
8 **Interim Town Manager Purvis** said the Party in the Peak was a wonderful event despite the
9 weather. He wanted to recognize a non-exhaustive list of people who helped make the 150th Party in
10 the Peak such a success: Kerrin Cox, Barbara Belicic, Will Brown, Stacie Galloway, Kendall Hart,
11 Randall Haskins, Linda Graham Jones, Colleen Merays, Taylor Wray, David Wood, Lisa Raschke,
12 Marie Neal, and Maren Ward. He said the 150th year party is still going on, and this Sunday there
13 would be the first ever Love Local event in downtown. He said there are 56 small businesses across
14 Apex that would be participating. He said last week was a very busy week with Work Sessions and
15 Committee meeting, and thanked them for their direction. He said last Friday the extended
16 leadership team of about 70-75 people had a strategic retreat, which included a large list of a year-
17 in-review of what they accomplished. He said they are looking to share that along with the
18 department's strategic plan at Council's Strategic Planning Retreat. He added Saturday he would be
19 leaving for annual conference, and would be gone from Saturday through Wednesday. He said he
20 and Demetria would be attending that, but Marty would be in town. He said he would be checking
21 emails and can step out in an emergency. He said Capital Area Preservation recognized the town in
22 their awards, for the town's interactive maps for the communities they had in and around Apex. He
23 said Will Brown, Jenny Jessen, and Kerrin Cox worked to put this project together, and Capital Area
24 Preservation was very impressed by the technical expertise of the project, which was all done in-
25 house. He said this is a great way to look at the Past, Present, and Potential of Apex.

26
27 **[CLOSED SESSION]**

28
29 A **motion** was made by **Councilmember Mahaffey**, seconded by **Councilmember Gantt**, to
30 enter into Closed Session for Closed Session items 1 and 2 pursuant to NCGS §143-318.11(a)(6).

31
32 **VOTE: UNANIMOUS (5-0)**

33
34 Council entered into closed session at 8:12 p.m.

35
36 **CS1 Jacques K. Gilbert, Mayor**

37 **NCGS §143-318.11(a)(6):**

38 "To consider the qualifications, competence, performance, character, fitness, conditions of
39 appointment, or conditions of initial employment of an individual public officer or employee or
40 prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance
41 by or against an individual public officer or employee."
42
43
44

DRAFT MINUTES

1 **CS2 Allen Coleman, Town Clerk**

2 **NCGS §143-318.11(a)(6):**

3 "To consider the qualifications, competence, performance, character, fitness, conditions of
4 appointment, or conditions of initial employment of an individual public officer or employee or
5 prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance
6 by or against an individual public officer or employee."
7

8 Council returned to open session at 11:12 p.m.
9

10 **[ADJOURNEMENT]**

11
12 **Mayor Gilbert** adjourned the meeting at 11:12 p.m.
13

Jacques K. Gilbert
Mayor

14
15
16
17 Allen Coleman, CMC, NCCCC
18 Town Clerk to the Apex Town Council
19

20 Submitted for approval by Town Clerk Allen Coleman and approved on _____.
21

22

DRAFT MINUTES
TOWN OF APEX
SPECIAL TOWN COUNCIL MEETING | APPOINTED PERSONNEL EVALUATIONS
TUESDAY, OCTOBER 3, 2023
4:30PM

1
2 The Apex Town Council met for a Special Meeting on Tuesday, October 3, 2023 at 4:30 pm
3 in the Executive Conference Room on the 2nd Floor at Apex Town Hall, located at 73 Hunter
4 Street in Apex, North Carolina.

5
6 The purpose of the Special Town Council meeting was to enter into closed session pursuant
7 to North Carolina General Statutes NCGS § 143-318.11(a)(6) - quoted below:

8
9 NCGS §143-318.11(a)(6):

10 "To consider the qualifications, competence, performance, character, fitness, conditions of
11 appointment, or conditions of initial employment of an individual public officer or employee
12 or prospective public officer or employee; or to hear or investigate a complaint, charge, or
13 grievance by or against an individual public officer or employee."

14
15 This meeting was open to the public.

16
17 **[ATTENDANCE]**

18
19 Elected Body

20 Mayor Jacques K. Gilbert (presiding)
21 Mayor Pro-Tempore Audra Killingsworth
22 Councilmember Brett Gantt
23 Councilmember Ed Gray
24 Councilmember Terry Mahaffey
25 Councilmember Arno Zegerman
26 Absent: None

27
28 Appointed Staff

29 Town Attorney Laurie Hohe
30 Town Clerk Allen Coleman

31
32 **Mayor Gilbert** called the meeting to order at 4:33 p.m. and stated the purpose of the
33 special town council meeting was to enter into closed session pursuant to NCGS § 143-
34 318.11(a)(6) and conducted annual performance reviews for the Town Attorney and the Town
35 Clerk.

DRAFT MINUTES - CONTINUED

1 **[CLOSED SESSION]**

2

3 A **motion** was made by **Mayor Pro-Tempore Audra Killingsworth**, seconded by
4 **Councilmember Arno Zegerman**, to enter into closed session pursuant to NCGS § 143-
5 318.11(a)(3) and NCGS § 143-318.11(a)(6).

6

7 **VOTE: 5-0 UNANIMOUS**

8

9 Council moved into closed session at 4:33 p.m.

10

11 **Mayor Gilbert** left the meeting at 5:56 p.m.

12

13 Council returned to open session at 6:28 p.m.

14

15 **[ADJOURNMENT]**

16

17 **Mayor Pro-Tempore Killingsworth** announced the meeting adjourned at 6:28 p.m.

18

19

20 Jacques K. Gilbert
21 Mayor
22

23 Allen Coleman, CMC, NCCCC
24 Town Clerk to the Apex Town Council

25

26 Submitted for consideration and approval by Apex Town Clerk Allen Coleman.

27

28 Minutes approved on the _____ day of _____ 20____.

29

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: October 10, 2023

Item Details

Presenter(s): Chris Johnson, P.E., MPA, Director

Department(s): Transportation & Infrastructure Development

Requested Motion

Motion to approve an encroachment agreement between the Town of Apex and property owner Lennar Carolinas, LLC to install a driveway that will encroach 28 square feet (SF) onto the Public Drainage Easement and authorize the Interim Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

The proposed Encroachment Agreement is between the Town and property owner Lennar Carolinas, LLC (Grantee) for the property described as a residential lot known as Wake County PIN #0731-67-8709, Book of Maps 2023, Page 00349, Lot 10 is also known as 1822 Porch Swing Way, Apex, NC 27502. Grantee wishes to install certain improvements, more particularly described as a driveway that will encroach 28 square feet (SF) onto the Public Drainage Easement.

Attachments

- CN6-A1: Encroachment Agreement - 1822 Porch Swing Way, Lot 10
- CN6-A2: Exhibit A - Encroachment Agreement - 1822 Porch Swing Way, Lot 10



After Recording Mail To: Development Services
 Town of Apex
 PO Box 250
 Apex, NC 27502

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT, being made this _____ day of _____, 2023, by and between Lennar Carolinas, LLC, hereinafter referred to as "Grantee," and the Town of Apex, hereinafter referred to as the "Town."

WHEREAS, the Grantee is the owner of a certain residential lot of land in the County of Wake, State of North Carolina, which is designated as **PIN #0731-67-8709** by the Wake County Revenue Department and more particularly described as **Lot 10** of the subdivision known as **Depot 499 Phase 2** as shown on that certain plat recorded in **Book of Maps 2023, Page 00349**, Wake County Registry (hereinafter the "**Subdivision Plat**"). The residential lot is also known as **1822 Porch Swing Way, Apex NC 27502**. The residential lot described in this paragraph is hereinafter referred to as the "**Residential Lot.**"

WHEREAS, the Town is the owner of a **20' Town of Apex Public Drainage Easement** as shown on the **Subdivision Plat** hereinafter referred to as the "**Public Drainage Easement.**"

WHEREAS, Grantee wishes to install certain improvements more particularly described as a **driveway that will encroach 28 square feet (SF) onto the Public Storm Drainage Easement**, which serves the Residential Lot, hereinafter referred to as the "**Encroachment**", all as shown on the attached **Exhibit A**. Grantee desires to make certain agreements and covenants regarding the Encroachment.

WHEREAS, the Town, under the terms and conditions herein set forth, is willing to allow the above-described Encroachment upon the **Public Drainage Easement**.

NOW, THEREFORE, in consideration of these promises and other consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee and the Town hereby covenant and agree:

1. Subject to the terms herein, the Town agrees to allow Grantee, and Grantees' successors and assigns at Grantee sole risk and expense, to encroach into the **Public Drainage Easement** of the Town as shown in the attached **Exhibit A**, and incorporated by reference as though fully set forth herein.

2. The Encroachment shall not be enlarged or increased beyond the Encroachment shown in **Exhibit A** and described in this Encroachment Agreement. Grantee is responsible for any and all expenditures of labor or materials required for the installation, erection, repair, removal, or maintenance of the above-referenced Encroachment and shall be allowed to maintain the Encroachment and to perform all necessary repairs, maintenance, and replacement of the Encroachment as may be necessary from time to time.

3. The Town shall not be held responsible for any and all property damage or injury or death of any person which results from any and all negligence, omission, defect in design, maintenance, or workmanship created by the Encroachment described herein, or any cause of action arising out of the installation, maintenance, removal, destruction, or location of said Encroachment.

4. Grantee agrees to and does hereby hold the Town, its officers, council members and employees harmless from any and all liability arising out of such negligence, omission, defect or other cause of action; that it will defend the Town, its officers, council members and employees, and pay all attorney fees in any and all actions brought as a result of such; and that it will indemnify the Town, its officers, council members, and employees against any and all loss sustained by reason of such negligence, omission, defect, or other cause of action, claim, cost, or expense arising out of the installation, maintenance, removal, or location of said Encroachment; provided that, Grantee shall not be obligated hereunder to indemnify the Town for any negligent acts or omissions of the Town, its contractor(s) (including sub-contractors) and their respective officers, agents and employees.

5. Sections 3 and 4 shall survive the termination of this Encroachment Agreement for any reason.

6. All notices required herein shall be deemed given by depositing such in the United States mail, first class, and addressed to:

To Town: Town Manager
Town of Apex
PO Box 250
Apex, NC 27502

To Grantee: Lennar Carolinas, LLC
1100 Perimeter Park Drive
Morrisville, NC 27560

7. In the event there is a dispute between the parties concerning the interpretation of the terms of this Encroachment Agreement or their respective rights and obligations hereunder, such dispute or controversy shall be adjudged pursuant to the laws of the State of North Carolina.

8. Grantee agrees to abide by all applicable laws, regulations, statutes and ordinances.

9. This Encroachment Agreement shall not divest the Town of any rights or interest in said **Public Drainage Easement**.

10. If the Town deems, within its sole discretion, that removal of all or apportion of the Encroachment is necessary in order to operate, protect, maintain, modify, replace, add-to or improve its facilities located within the **Public Drainage Easement**, then Grantee shall cause such removal to be made at Grantee's sole expense within 30 days after receipt of notice from the Town and shall be completed in a manner that will allow the Town complete and safe access to the **Public Drainage Easement**. In the event that the Grantee fails to timely remove the Encroachment or in the event of an emergency associated with the condition of the **Public Drainage Easement**, the Town is authorized to remove all or such portion of the Encroachment as the Town determines in its sole discretion to be reasonably necessary, convenient or advisable to operate, protect, maintain, modify, replace, add-to or improve its facilities located within the **Public Drainage Easement**. The Town shall have the sole discretion to determine the existence of an emergency associated with the condition of the **Public Drainage Easement**.

11. Grantee agrees to pay and reimburse the Town the entire expense and cost of removal of the Encroachment in the event that the Town removes the Encroachment as provided in the Paragraph 10 or if Grantee fails to remove the Encroachment within the time limit after receiving notice under Paragraph 9.

12. Grantee, during the life of this Encroachment Agreement, agrees to procure or cause to be procured from a responsible insurance carrier or carriers authorized under the laws of the State of North Carolina, insurance in the minimum amounts of \$300,000/\$500,000/\$300,000 covering full liability for any and all personal injury, property damage or wrongful death caused by the construction, maintenance, location, repair or visual obstruction of said Encroachment. Grantee shall furnish the Town, without demand, each July a certification from the insurance carrier or carriers with whom the insurance herein mentioned is carried, stating that such compensation is covered by such carrier or carriers and showing such insurance to be in full force and effect. Both Grantee and the Town shall be named as insured parties by endorsement of the policy. In the event of any change in the insurance policy, Grantee shall give the Town thirty (30) days' notice of such change. Should Grantee fail to pay premiums upon said insurance or to perform any of the agreement, terms or conditions herein contained, the Town, at its option, by written notice may declare this Encroachment Agreement canceled and terminated and all rights acquired hereunder by Grantee shall thereupon terminate.

13. Notwithstanding Section 14 below, Grantee shall be released from its obligation under this Encroachment Agreement only upon the assumption of said obligations either by a successor in title to the **Residential Lot**, or by assumption of said obligations by an incorporated party approved by the Town. The Town's consent to such assumption and release shall be required but shall not be withheld, conditioned or delayed if, as reasonably determined by the Town, the party assuming Grantee's obligations possesses adequate financial resources and ownership interest, and Grantee's delegate and proposed assignee assume and agree to fulfill, in writing, all of Grantee's duties set forth in this Encroachment Agreement.

14. The right to encroach is appurtenant to and runs with the land hereinabove referred to and shall forever by subject to the conditions above agreed on between the parties. This Encroachment Agreement is binding upon the heirs, assigns, transferees, and successors in interest of the Grantee and shall, upon execution, be recorded in the Office of the Register of Deeds of Wake County, North Carolina.

In testimony whereof, said Grantee and said Town have here unto set their hands and seals, the day and year first above written.

GRANTEE

Lennar Carolinas, LLC

By: Robert Smart (SEAL)
Robert Smart
Vice President

NORTH CAROLINA

COUNTY OF Wake [county in which acknowledgement taken]

I, Michele Shulmistra, a Notary Public of Wake County, North Carolina, certify that Robert Smart, personally appeared before me this day and acknowledged that he is the Vice President for Lennar Carolinas, LLC Grantee herein, and that by authority duly given as Vice President for the company, the foregoing instrument was signed and sealed by him on behalf of the company and acknowledged said writing to be the act and deed of said company.

Witness my hand and official stamp or seal, this 24 day of August, 2023.

Michele Shulmistra
[Signature of Notary Public]

My Commission Expires: 3/17/28

(SEAL)



TOWN OF APEX

Shawn Purvis, ICMA-CM
Interim Town Manager

(Corporate Seal)

ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____ *[county in which acknowledgement taken]*

I, _____, a Notary Public for _____
_____ County, North Carolina, certify that Allen Coleman personally came before me this day and
acknowledged that he is Town Clerk for the Town of Apex, a North Carolina Municipal Corporation, and that
by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by
its Interim Town Manager, sealed with its corporate seal and attested by him as its Town Clerk.

Witness my hand and official stamp or seal, this ____ day of _____, 2023.

[Signature of Notary Public]

My Commission Expires: _____

(SEAL)

NOTES:

- THIS SURVEY WAS PREPARED BY BATEMAN CIVIL SURVEY CO., UNDER THE SUPERVISION OF STEVEN P. CARSON, PLS.
- THIS PLAN HAS BEEN PREPARED FOR LAYOUT AND PERMITTING PURPOSES ONLY.
- PROPERTY LINES SHOWN WERE TAKEN FROM EXISTING FIELD EVIDENCE, EXISTING DEEDS AND PLATS OF PUBLIC RECORD, AND INFORMATION SUPPLIED TO THE SURVEYOR BY THE CLIENT.
- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES AND ALL BEARINGS ARE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM UNLESS OTHERWISE SHOWN.
- THIS MAP IS NOT FOR RECORDATION AND SHOULD BE REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.
- THE BASIS OF NORTH AND ALL EASEMENTS, RIGHTS-OF-WAYS, BUFFERS, SETBACKS AND ADJOINERS, ETC. REFERENCED IN TITLE BLOCK.
- NO INVESTIGATION INTO THE EXISTENCE OF JURISDICTIONAL WETLANDS OR RIPARIAN BUFFERS PERFORMED BY THIS FIRM.
- SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD ZONE, IT IS LOCATED IN ZONE "X" AS DEFINED BY F.E.M.A F.I.R.M MAP NUMBER #3720073100K DATED JULY 19, 2022.
- CERTAIN PORTIONS OF THE PROPERTY DEPICTED HEREON HAVE BEEN DETERMINED TO MEET THE REQUIREMENTS FOR DESIGNATION AS A REGULATORY WETLAND AND ARE DESIGNATED HERE ON AS "WETLANDS". NO SUBSEQUENT FILL OF ALTERATION OF ANY PROPERTY SO DESIGNATED SHALL BE PERMITTED EXCEPT IN COMPLIANCE WITH THE CURRENT APPLICABLE WETLANDS RULES ADOPTED BY THE FEDERAL GOVERNMENT AND/OR THE STATE OF NORTH CAROLINA. SUCH RULES MAY REQUIRE SUBMISSION OF AN APPLICATION FOR FILL BY THE PROPERTY OWNER TO THE GOVERNMENTAL AGENCY OR AUTHORITY THEN HAVING JURISDICTION FOR WETLAND REGULATIONS, WHICH APPLICATION SHALL REPORT THE NAME OF THE SUBDIVISION AND MAY BE APPROVED OR DENIED WITHIN THE DISCRETION AND AUTHORITY OF SUCH AGENCY. THIS RESTRICTION SHALL RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSON HAVING INTEREST THEREIN AND SHALL INJURE TO THE BENEFIT OF, AND MAY BE ENFORCED BY, ANY AND ALL GOVERNMENTAL AGENCIES OR AUTHORITIES HAVING JURISDICTION FOR THE WETLANDS AND REGULATIONS.
- ZONING IS PUD-CZ, CASE #20CZ01.
- PROPERTY OWNER: LENNAR CORPORATION
1100 PERIMETER PARK DRIVE,
SUITE 112
MORRISVILLE, NC 27560

LOT 10 INFORMATION:

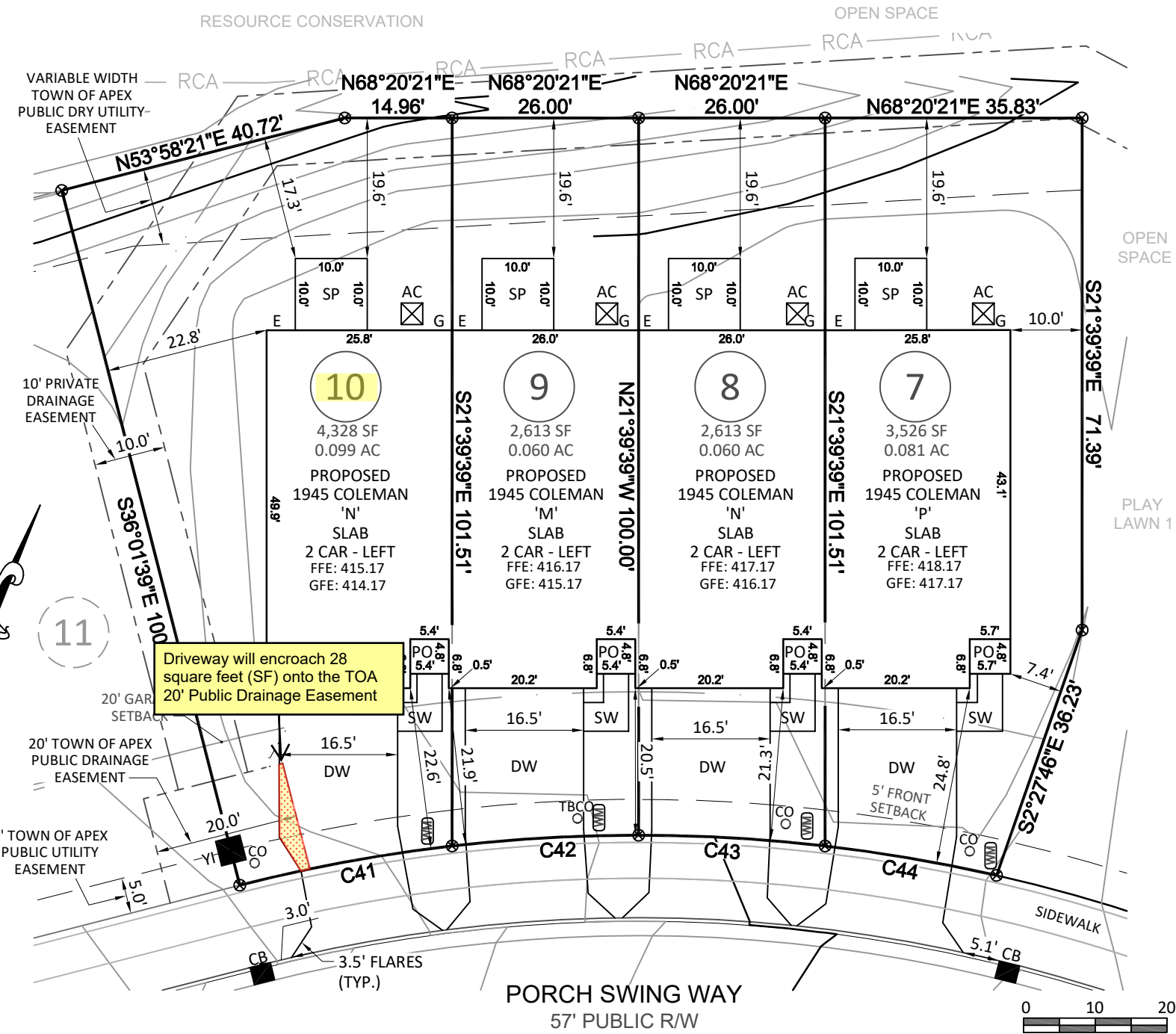
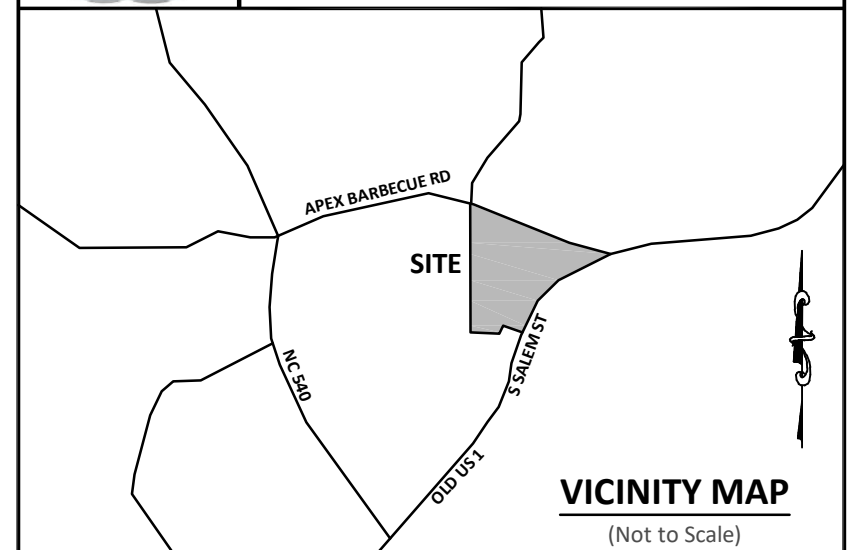
PIN: IN REVIEW
 ADDRESS: 1822 PORCH SWING WAY
 TOTAL LOT AREA = 0.099 AC = 4,328 SF
 HOUSE = 1,253 SF
 PORCH = 26 SF
 SIDEWALK = 39 SF
 DRIVEWAY = 396 SF
 SCREENED PORCH = 100 SF
 AC PAD = 9 SF
 PROPOSED IMPERVIOUS = 1,823 SF
 PERCENT IMPERVIOUS = 42.1 %

EXHIBIT A



Bateman Civil Survey Company

Engineers • Surveyors • Planners
 2524 Reliance Avenue, Apex, NC 27539 Ph: 919.577.1080 Fax: 919.577.1081
 www.batemancivilsurvey.com info@batemancivilsurvey.com
 NCBELS Firm No. C-2378



CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD DIRECTION	CHORD
C41	225.00'	30.12'	S57°52'07"W	30.10'
C42	225.00'	26.06'	S65°01'17"W	26.04'
C43	225.00'	26.06'	S71°39'26"W	26.04'
C44	225.00'	24.28'	S78°03'59"W	24.27'

NOTE:
 THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.



DEPOT 499 - PHASE 2 - LOTS 7-10
 PORCH SWING WAY APEX, NC
 WHITE OAK TOWNSHIP, WAKE COUNTY

DATE: 2/20/23 DRAWN BY: CPV CHECKED BY: SPC

REFERENCE: BM2023 PGS. 215-225 BCS# 220469 SCALE: 1" = 20'

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: October 10, 2023

Item Details

Presenter(s): Chris Johnson, P.E., MPA, Director

Department(s): Transportation & Infrastructure Development

Requested Motion

Motion to approve an encroachment agreement between the Town of Apex and property owner Lennar Carolinas, LLC to install a driveway that will encroach 18 square feet (SF) onto the Public Drainage Easement and authorize the Interim Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

The proposed Encroachment Agreement is between the Town and property owner Lennar Carolinas, LLC (Grantee) for the property described as a residential lot known as Wake County PIN #0731-67-6604, Book of Maps 2023, Page 00349, Lot 18 is also known as 1842 Porch Swing Way, Apex, NC 27502. Grantee wishes to install certain improvements, more particularly described as a driveway that will encroach 18 square feet (SF) onto the Public Drainage Easement.

Attachments

- CN7-A1: Encroachment Agreement - 1842 Porch Swing Way, Lot 18
- CN7-A2: Exhibit A - Encroachment Agreement - 1842 Porch Swing Way, Lot 18



After Recording Mail To: Development Services
Town of Apex
PO Box 250
Apex, NC 27502

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT, being made this _____ day of _____, 2023, by and between Lennar Carolinas, LLC, hereinafter referred to as "Grantee," and the Town of Apex, hereinafter referred to as the "Town."

WHEREAS, the Grantee is the owner of a certain residential lot of land in the County of Wake, State of North Carolina, which is designated as **PIN #0731-67-6604** by the Wake County Revenue Department and more particularly described as **Lot 18** of the subdivision known as **Depot 499 Phase 2** as shown on that certain plat recorded in **Book of Maps 2023, Page 00349**, Wake County Registry (hereinafter the "**Subdivision Plat**"). The residential lot is also known as **1842 Porch Swing Way, Apex NC 27502**. The residential lot described in this paragraph is hereinafter referred to as the "**Residential Lot**."

WHEREAS, the Town is the owner of a **20' Public Storm Drainage Easement** as shown on the **Subdivision Plat** hereinafter referred to as the "**Public Storm Drainage Easement**."

WHEREAS, Grantee wishes to install certain improvements more particularly described as a **driveway that will encroach 18 square feet (SF) onto the Public Storm Drainage Easement**, which serves the Residential Lot, hereinafter referred to as the "**Encroachment**", all as shown on the attached **Exhibit A**. Grantee desires to make certain agreements and covenants regarding the Encroachment.

WHEREAS, the Town, under the terms and conditions herein set forth, is willing to allow the above-described Encroachment upon the **Public Storm Drainage Easement**.

NOW, THEREFORE, in consideration of these promises and other consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee and the Town hereby covenant and agree:

1. Subject to the terms herein, the Town agrees to allow Grantee, and Grantees' successors and assigns at Grantee sole risk and expense, to encroach into the **Public Storm Drainage Easement** of the Town as shown in the attached **Exhibit A**, and incorporated by reference as though fully set forth herein.

2. The Encroachment shall not be enlarged or increased beyond the Encroachment shown in **Exhibit A** and described in this Encroachment Agreement. Grantee is responsible for any and all expenditures of labor or materials required for the installation, erection, repair, removal, or maintenance of the above-referenced Encroachment and shall be allowed to maintain the Encroachment and to perform all necessary repairs, maintenance, and replacement of the Encroachment as may be necessary from time to time.

3. The Town shall not be held responsible for any and all property damage or injury or death of any person which results from any and all negligence, omission, defect in design, maintenance, or workmanship created by the Encroachment described herein, or any cause of action arising out of the installation, maintenance, removal, destruction, or location of said Encroachment.

4. Grantee agrees to and does hereby hold the Town, its officers, council members and employees harmless from any and all liability arising out of such negligence, omission, defect or other cause of action; that it will defend the Town, its officers, council members and employees, and pay all attorney fees in any and all actions brought as a result of such; and that it will indemnify the Town, its officers, council members, and employees against any and all loss sustained by reason of such negligence, omission, defect, or other cause of action, claim, cost, or expense arising out of the installation, maintenance, removal, or location of said Encroachment; provided that, Grantee shall not be obligated hereunder to indemnify the Town for any negligent acts or omissions of the Town, its contractor(s) (including sub-contractors) and their respective officers, agents and employees.

5. Sections 3 and 4 shall survive the termination of this Encroachment Agreement for any reason.

6. All notices required herein shall be deemed given by depositing such in the United States mail, first class, and addressed to:

To Town: Town Manager
Town of Apex
PO Box 250
Apex, NC 27502

To Grantee: Lennar Carolinas, LLC
1100 Perimeter Park Drive
Morrisville, NC 27560

7. In the event there is a dispute between the parties concerning the interpretation of the terms of this Encroachment Agreement or their respective rights and obligations hereunder, such dispute or controversy shall be adjudged pursuant to the laws of the State of North Carolina.

8. Grantee agrees to abide by all applicable laws, regulations, statutes and ordinances.

9. This Encroachment Agreement shall not divest the Town of any rights or interest in said **Public Storm Drainage Easement**.

10. If the Town deems, within its sole discretion, that removal of all or apportion of the Encroachment is necessary in order to operate, protect, maintain, modify, replace, add-to or improve its facilities located within the **Public Storm Drainage Easement**, then Grantee shall cause such removal to be made at Grantee's sole expense within 30 days after receipt of notice from the Town and shall be completed in a manner that will allow the Town complete and safe access to the **Public Storm Drainage Easement**. In the event that the Grantee fails to timely remove the Encroachment or in the event of an emergency associated with the condition of the **Public Storm Drainage Easement**, the Town is authorized to remove all or such portion of the Encroachment as the Town determines in its sole discretion to be reasonably necessary, convenient or advisable to operate, protect, maintain, modify, replace, add-to or improve its facilities located within the **Public Storm Drainage Easement**. The Town shall have the sole discretion to determine the existence of an emergency associated with the condition of the **Public Storm Drainage Easement**.

11. Grantee agrees to pay and reimburse the Town the entire expense and cost of removal of the Encroachment in the event that the Town removes the Encroachment as provided in the Paragraph 10 or if Grantee fails to remove the Encroachment within the time limit after receiving notice under Paragraph 9.

12. Grantee, during the life of this Encroachment Agreement, agrees to procure or cause to be procured from a responsible insurance carrier or carriers authorized under the laws of the State of North Carolina, insurance in the minimum amounts of \$300,000/\$500,000/\$300,000 covering full liability for any and all personal injury, property damage or wrongful death caused by the construction, maintenance, location, repair or visual obstruction of said Encroachment. Grantee shall furnish the Town, without demand, each July a certification from the insurance carrier or carriers with whom the insurance herein mentioned is carried, stating that such compensation is covered by such carrier or carriers and showing such insurance to be in full force and effect. Both Grantee and the Town shall be named as insured parties by endorsement of the policy. In the event of any change in the insurance policy, Grantee shall give the Town thirty (30) days' notice of such change. Should Grantee fail to pay premiums upon said insurance or to perform any of the agreement, terms or conditions herein contained, the Town, at its option, by written notice may declare this Encroachment Agreement canceled and terminated and all rights acquired hereunder by Grantee shall thereupon terminate.

13. Notwithstanding Section 14 below, Grantee shall be released from its obligation under this Encroachment Agreement only upon the assumption of said obligations either by a successor in title to the **Residential Lot**, or by assumption of said obligations by an incorporated party approved by the Town. The Town's consent to such assumption and release shall be required but shall not be withheld, conditioned or delayed if, as reasonably determined by the Town, the party assuming Grantee's obligations possesses adequate financial resources and ownership interest, and Grantee's delegate and proposed assignee assume and agree to fulfill, in writing, all of Grantee's duties set forth in this Encroachment Agreement.

14. The right to encroach is appurtenant to and runs with the land hereinabove referred to and shall forever be subject to the conditions above agreed on between the parties. This Encroachment Agreement is binding upon the heirs, assigns, transferees, and successors in interest of the Grantee and shall, upon execution, be recorded in the Office of the Register of Deeds of Wake County, North Carolina.

In testimony whereof, said Grantee and said Town have here unto set their hands and seals, the day and year first above written.

GRANTEE

Lennar Carolinas, LLC

By: *Robert Smart* (SEAL)
Robert Smart
Vice President

NORTH CAROLINA

COUNTY OF Walce [county in which acknowledgement taken]

I, Michele Shulmistra, a Notary Public of Walce County, North Carolina, certify that Robert Smart, personally appeared before me this day and acknowledged that he is the Vice President for Lennar Carolinas, LLC Grantee herein, and that by authority duly given as Vice President for the company, the foregoing instrument was signed and sealed by him on behalf of the company and acknowledged said writing to be the act and deed of said company.

Witness my hand and official stamp or seal, this 24 day of August, 2023.

Michele Shulmistra
[Signature of Notary Public]

My Commission Expires: 3/17/28

(SEAL)



TOWN OF APEX

Shawn Purvis, ICMA-CM
Interim Town Manager

(Corporate Seal)

ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____ *[county in which acknowledgement taken]*

I, _____, a Notary Public for _____
_____ County, North Carolina, certify that Allen Coleman personally came before me this day and
acknowledged that he is Town Clerk for the Town of Apex, a North Carolina Municipal Corporation, and that
by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by
its Interim Town Manager, sealed with its corporate seal and attested by him as its Town Clerk.

Witness my hand and official stamp or seal, this ____ day of _____, 2023.

[Signature of Notary Public]

My Commission Expires: _____

(SEAL)

NOTES:

- THIS SURVEY WAS PREPARED BY BATEMAN CIVIL SURVEY CO., UNDER THE SUPERVISION OF STEVEN P. CARSON, PLS.
- THIS PLAN HAS BEEN PREPARED FOR LAYOUT AND PERMITTING PURPOSES ONLY.
- PROPERTY LINES SHOWN WERE TAKEN FROM EXISTING FIELD EVIDENCE, EXISTING DEEDS AND PLATS OF PUBLIC RECORD, AND INFORMATION SUPPLIED TO THE SURVEYOR BY THE CLIENT.
- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES AND ALL BEARINGS ARE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM UNLESS OTHERWISE SHOWN.
- THIS MAP IS NOT FOR RECORDATION AND SHOULD BE REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.
- THE BASIS OF NORTH AND ALL EASEMENTS, RIGHTS-OF-WAYS, BUFFERS, SETBACKS AND ADJOINERS, ETC. REFERENCED IN TITLE BLOCK.
- NO INVESTIGATION INTO THE EXISTENCE OF JURISDICTIONAL WETLANDS OR RIPARIAN BUFFERS PERFORMED BY THIS FIRM.
- SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD ZONE, IT IS LOCATED IN ZONE "X" AS DEFINED BY F.E.M.A F.I.R.M MAP NUMBER #3720073100K DATED JULY 19, 2022.
- CERTAIN PORTIONS OF THE PROPERTY DEPICTED HEREON BEEN DETERMINED TO MEET THE REQUIREMENTS FOR DESIGNATION AS A REGULATORY WETLAND AND ARE DESIGNATED HERE ON AS "WETLANDS". NO SUBSEQUENT FILL OF ALTERATION OF ANY PROPERTY SO DESIGNATED SHALL BE PERMITTED EXCEPT IN COMPLIANCE WITH THE CURRENT APPLICABLE WETLANDS RULES ADOPTED BY THE FEDERAL GOVERNMENT AND/OR THE STATE OF NORTH CAROLINA. SUCH RULES MAY REQUIRE SUBMISSION OF AN APPLICATION FOR FILL BY THE PROPERTY OWNER TO THE GOVERNMENTAL AGENCY OR AUTHORITY THEN HAVING JURISDICTION FOR WETLAND REGULATIONS, WHICH APPLICATION SHALL REPORT THE NAME OF THE SUBDIVISION AND MAY BE APPROVED OR DENIED WITHIN THE DISCRETION AND AUTHORITY OF SUCH AGENCY. THIS RESTRICTION SHALL RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSON HAVING INTEREST THEREIN AND SHALL INJURE TO THE BENEFIT OF, AND MAY BE ENFORCED BY, ANY AND ALL GOVERNMENTAL AGENCIES OR AUTHORITIES HAVING JURISDICTION FOR THE WETLANDS AND REGULATIONS.
- ZONING IS PUD-CZ, CASE #20CZ01.
- PROPERTY OWNER: LENNAR CORPORATION
1100 PERIMETER PARK DRIVE,
SUITE 112
MORRISVILLE, NC 27560

LOT 18 INFORMATION:

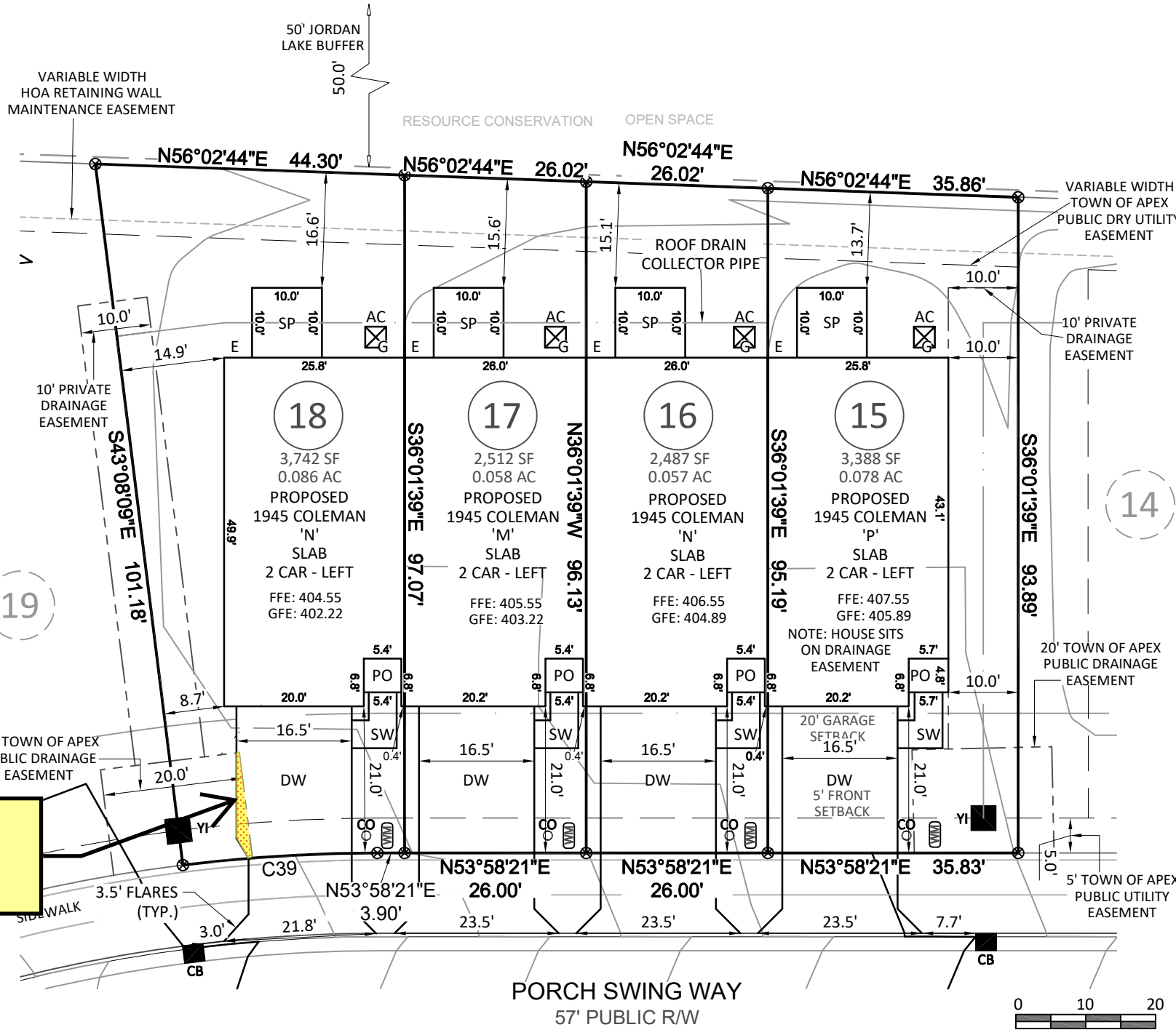
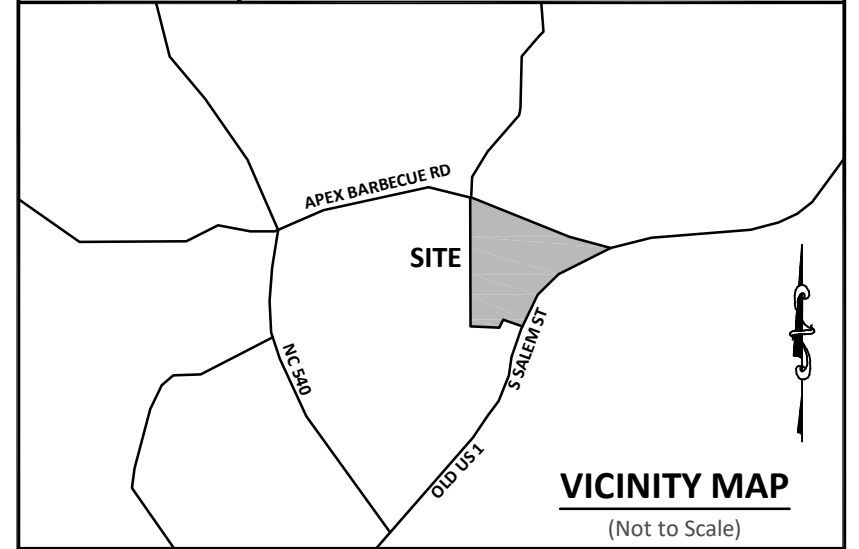
PIN: IN REVIEW
 ADDRESS: 1842 PORCH SWING WAY
 TOTAL LOT AREA = 0.086 AC = 3,742 SF
 HOUSE = 1,251 SF
 PORCH = 26 SF
 SIDEWALK = 41 SF
 DRIVEWAY = 350 SF
 SCREENED PORCH = 100 SF
 AC PAD = 9 SF
 PROPOSED IMPERVIOUS = 1,777 SF
 PERCENT IMPERVIOUS = 47.5 %

EXHIBIT A



Bateman Civil Survey Company

Engineers • Surveyors • Planners
 2524 Reliance Avenue, Apex, NC 27539 Ph: 919.577.1080 Fax: 919.577.1081
 www.batemancivilsurvey.com info@batemancivilsurvey.com
 NCBELS Firm No. C-2378



NOTE:
 THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

LENNAR HOMES

DEPOT 499 - PHASE 2 - LOTS 15-18
 PORCH SWING WAY APEX, NC
 WHITE OAK TOWNSHIP, WAKE COUNTY

DATE: 3/3/23 DRAWN BY: MJA CHECKED BY: SPC

REFERENCE: BM2023 PGS. 215-225 BCS# 220469 SCALE: 1" = 20'

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: October 10, 2023

Item Details

Presenter(s): Mary Beth Manville, Director

Department(s): Human Resources

Requested Motion

Motion to approve updates to the Town's Paid Parental Leave, Paid Caregiver Leave, and Tuition Reimbursement personnel policies.

Approval Recommended?

Yes

Item Details

On September 28, 2023, Council's Personnel Committee unanimously approved the proposed changes to the Town's Paid Parental Leave, Paid Caregiver Leave, and Tuition Reimbursement policies. Changes to these policies are identified in the agenda attachment.

The Personnel Committee of the Council consist of Mayor Jacques K. Gilbert and Mayor Pro-Tempore Audra Killingsworth.

Attachments

- CN8-A1: Human Resources (HR) Policy Updates - Town's Paid Parental Leave, Paid Caregiver Leave, and Tuition Reimbursement



Section 26. Paid Parental Leave

Employees who have completed ~~their initial probationary period (or successfully completed six months of their probationary period for Police and Fire) one year of service with the Town of Apex and who qualify for Family Medical Leave~~ are eligible for Paid Parental Leave. Paid parental leave is in addition to an employee's accrued vacation or sick leave. Qualifying events for parental leave include the following:

- Birth of a child of the employee;
- The legal placement of a child with the employee for adoption, foster care or guardianship; or
- The placement of a child with the employee for whom the employee permanently assumes and discharges parental responsibilities (in loco parentis).

An employee may receive paid parental leave for one qualifying event within a rolling twelve month period. The amount of paid parental leave for any one person shall not exceed eight weeks in a twelve month period.

If both parents are employed by the Town and have one qualifying event, each parent is eligible for the eight weeks of paid parental leave. Each parent can use their allocated eight weeks of paid parental leave, ~~either consecutively or intermittently.~~

~~Paid parental leave will run concurrently with FMLA and may be used consecutively or intermittently in one week increments.~~ Employees shall provide advance notice to their supervisor of paid parental leave dates. The total amount of paid parental leave shall not exceed 320 hours for employees who work a 40-hour week schedule and is pro-rated for employees who work more or less than 40 hours per week.

An employee out of work and receiving paid parental leave may not work a secondary job during the same hours an employee would normally be at work, or work any off duty assignments during the parental leave period.

All Town-provided benefits will continue to be paid by the Town during the time the employee is out of work on Parental Leave. Sick and vacation leave will continue to accrue while the employee is in a paid parental leave status.

An employee who wishes to use parental leave shall follow the Town's procedures for requesting ~~FMLA and request~~ paid parental leave ~~at the same time.~~ ~~FMLA leave and~~ Paid parental leave ~~are~~ **is** approved through the HR Department, and no individual supervisor may deny an employee's request for ~~FMLA or~~ paid parental leave. ~~An~~ **Employees may will** be required to submit supporting documentation to satisfy eligibility requirements for paid parental leave ~~and FMLA.~~

An employee must **return to work after the duration of any approved parental/FMLA leave. An employee who does not return and at least provide and work the 2 week notice requirement will be required to pay the Town back for any paid parental leave received and their last day physically worked will be considered their last day of employment.** ~~remain actively employed by the Town for a minimum of 6 months after returning from paid parental leave will be required to reimburse the Town for one half the paid parental leave received. If an employee returns to work after parental leave, and is actively employed for greater than 6 months but less than 12 months, the employee will be required to reimburse the Town for one quarter the paid parental leave received. The value of the paid parental leave received will be deducted from the employee's final paycheck, including any annual leave or compensatory time paid out in compliance with the Fair Labor Standards Act. The Town Manager or their designee may waive the payback provision if medical complications, a special needs birth, or other documented family hardship impacts the employee's ability to return to work.~~

Section 27. Paid Caregiver Leave

Employees who have completed **their initial probationary period (or successfully completed six months of their probationary period for Police and Fire)** ~~one year of service~~ with the Town of Apex ~~and who qualify for Family Medical Leave~~ are eligible for up to three (3) weeks of Paid Caregiver Leave. Paid Caregiver leave is in addition to an employee's accrued vacation or sick leave. Qualifying events for Caregiver leave include the following:

- To care for an immediate family member with a serious health condition. "Immediate family member" shall be defined as spouses, children (regardless of age), parents, siblings, grandparents, grandchildren (regardless of whether such family members are related by blood, adoption or marriage) and guardians. ~~"Serious health conditions" include conditions covered under the Family Medical Leave Act. Family Medical Leave certification documenting the need to provide care will be required.~~

An employee may receive paid Caregiver leave for all qualifying events within a rolling twelve month period. The amount of paid Caregiver leave for any one person shall not exceed three weeks in a twelve month period.

~~Paid Caregiver leave will run concurrently with FMLA and may be used consecutively or intermittently in one week increments.~~ Employees shall provide advance notice to their supervisor of paid Caregiver leave dates. The total amount of paid Caregiver leave shall not exceed 120 hours for employees who work a 40-hour week schedule and is pro-rated for employees who work more or less than 40 hours per week. An employee out of work and receiving paid Caregiver leave may not work a secondary job during the same hours an employee would normally be at work, or work any off duty assignments during the Caregiver leave period.

All Town-provided benefits will continue to be paid by the Town during the time the employee is out of work on Caregiver Leave. Sick and vacation leave will continue to accrue while the employee is in a paid Caregiver leave status.

An employee who wishes to use Caregiver leave shall follow the Town's procedures for requesting ~~FMLA and request~~ Paid Caregiver leave ~~at the same time. FMLA leave and Paid Caregiver leave~~ ~~are~~ ~~is~~ approved through the HR Department, and no individual supervisor may deny an employee's request for ~~FMLA or~~ Paid Caregiver leave. ~~An e~~Employees ~~may~~ will be required to submit supporting documentation to satisfy eligibility requirements for Paid Caregiver leave ~~and FMLA.~~

An employee must return to work after the duration of any approved Caregiver/~~FMLA~~ leave. ~~An employee who does not return and at least provide and work the 2 week notice requirement will be required to pay the Town back for any paid caregiver leave received and their last day physically worked will be considered their last day of employment. An employee who does not remain actively employed by the Town for a minimum of 6 months after returning from paid Caregiver leave will be required to reimburse the Town for one half the paid Caregiver leave received. If an employee returns to work after Caregiver leave, and is actively employed for greater than 6 months but less than 12 months, the employee will be required to reimburse the Town for one quarter the paid Caregiver leave received. The value of the paid Caregiver leave received will be deducted from the employee's final paycheck, including any annual leave or compensatory time paid out in compliance with the Fair Labor Standards Act.~~

Section 10. Tuition Assistance Program

It is the policy of the Town of Apex to provide ~~educational~~ **tuition** assistance to employees who desire to further their education through a degree program in a career field that would benefit the Town and increase their ability and knowledge to pursue promotional opportunities. The amount of educational assistance provided per employee will be determined annually based on the approved budget and maintained in the Human Resources Department. Employees are expected to pursue coursework outside regular work hours, on their own time.

Employees interested in pursuing a degree from an accredited university or college shall submit an ~~Educational Assistance~~ **Tuition Reimbursement** Application form ~~annually~~ for Town approval. Priority will be given to employees in a degree program for which approval has been given in the prior budget year (assuming the employee continues to meet all policy requirements). Town of Apex will reimburse the costs of registration, fees, tuition, student and lab fees, upon completion of the course and certification by the institution that final grades meet the standards of the Town of a "C" or better up to the maximum allowed for the fiscal year. For classes that are considered "Pass/Fail," a "Pass" for the course will be considered as satisfactory completion. The first and/or last day of the course must be within the fiscal year for which reimbursement is requested Employees receiving additional reimbursements for coursework from sources outside the Town may not receive total reimbursements in excess of 100 percent

of the total tuition cost. Requests for tuition assistance shall be submitted to the Human Resources ~~Department Office~~ prior to course registration and are subject to review and approval by Human Resources.

All full-time regular employees who have successfully completed the Town's probationary period are eligible to receive this benefit. Eligible employees must be employed continuously for the entire academic session in order to qualify for reimbursement. ~~Employees are expected to continue Town employment for one year from the date of the education reimbursement. Employees separating from Town employment prior to one year from reimbursement must repay the Town the total amount of the reimbursement(s) received for the year calculated by counting backwards one year from the last day of work. Tuition reimbursement monies owed to the Town may be deducted from any compensation received upon the employee's separation from employment.~~ **Employees who have been approved for tuition assistance but separate from the Town prior to the ending of the course and/or receiving reimbursement will not be eligible for reimbursement.**

Human Resources will notify employees of the ~~application period~~ **process** for participation in the ~~Educational Assistance~~ Tuition Reimbursement Program and will provide the forms for both application and reimbursement.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: October 12, 2023

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to approve the Wake County Tax Administration Tax Report for the Town of Apex dated September 10, 2023.

Approval Recommended?

Yes

Item Details

The Wake County Board of Commissioners, in regular session on October 2, 2023, approved and accepted the enclosed tax report for the Town of Apex, dated September 10, 2023 for the period of August 1, 2023 through August 31, 2023.

Attachments

- CN9-A1: Tax Report for August 2023





Board of Commissioners
P.O. Box 550 • Raleigh, NC 27602

TEL 919 856 6180
FAX 919 856 5699

SHINICA THOMAS, CHAIR
SUSAN EVANS, VICE-CHAIR
VICKIE ADAMSON
MATT CALABRIA
DON MIAL
CHERYL STALLINGS
JAMES WEST

October 3, 2023

Mr. Allen Coleman
Town Clerk
Town of Apex
Post Office Box 250
Apex, North Carolina 27502

Dear Mr. Coleman:

The Wake County Board of Commissioners, in regular session on October 2, 2023, approved and accepted the enclosed tax report for the Town of Apex.

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Wonne Gilyard".

Wonne Gilyard
Clerk to the Board
Wake County Board of Commissioners

Enclosure(s)

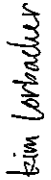
Board Report

Date : 10/02/2023

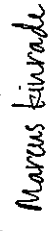
TO : WAKE COUNTY BOARD OF COMMISSIONERS

RE: CONSIDERATION OF REFUND FOR TAXES, INTEREST AND PENALTIES FOR APEX

Return



Approved By : 
DocuSigned by:
Kim Lortchaer
48E0290223674D9...

No.	Name of Tax Payer	Account Number	Tax and Penalties	Total Rebate	Total Refund	Request Status
1	WESTERLUND & ZDENEK LAW, P.A. 309 NORTH SALEM STREET APEX NC, 27502	0000369836- 2023- 2023- 0000000	City 307.31 County 458.87	766.18	766.18	Refund
	Marcus D. Kinrade		Total City Rebated 307.31			
	Wake County Tax Administrator		Total County Rebated 458.87			
			Total Rebate/Refund	766.18	766.18	

DocuSigned by:

03C5063B04D7486...

CC:

*Refund amount may differ from rebated total due to released interest or application of payment to any balance due on the account.



Wake County Tax Administration

Rebate Details

08/01/2023 - 08/31/2023

APEX

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REBATE NUMBER	PROPERTY	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	BILLING YEAR	OWNER
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BUSINESS ACCOUNTS

854827	84.93	0.00	8.49	0.00	93.42	08/09/2023	0006498700	2023	2023 000000	WESCO DISTRIBUTION INC
854534	749.16	0.00	74.92	0.00	824.08	08/08/2023	0006929640	2023	2023 000000	VFIKR SPEI LLC
SUBTOTALS FOR BUSINESS ACCOUNTS	834.09	0.00	83.41	0.00	917.50			2	Properties Rebated	

BUSINESS REAL ESTATE ACCOUNTS

856156	722.24	0.00	0.00	0.00	722.24	08/23/2023	0000493628	2023	2023 000000	TRI POINTE HOMES HOLDINGS INC
856152	39.00	0.00	0.00	0.00	39.00	08/23/2023	0000492358	2023	2023 000000	GIAIMO, JUDITH
854271	628.77	0.00	0.00	0.00	628.77	08/08/2023	0000498789	2023	2023 000000	REPALLE, TRIPURA NAGA PARVA
854394	462.28	0.00	0.00	0.00	462.28	08/08/2023	0000484550	2023	2023 000000	MCTIGUE, MICHAEL T
854136	16,574.50	0.00	0.00	0.00	16,574.50	08/08/2023	0000148800	2023	2023 000000	NORTH CAROLINA DEPARTMENT OF TRANSPORTAT
854695	37.78	0.00	0.00	0.00	37.78	08/08/2023	0000484940	2023	2023 000000	SUNDARAM, ASHOK KUMAR PALAM
856158	816.96	0.00	0.00	0.00	816.96	08/23/2023	0000493639	2023	2023 000000	DAMARAGUNTA, SELVARAJ
856426	307.31	0.00	0.00	0.00	307.31	08/31/2023	0000369836	2023	2023 000000	BRG BUILDERS LLC
856160	68.65	0.00	0.00	0.00	68.65	08/23/2023	0000492403	2023	2023 000000	DEVECI, OZGUR
856159	1,098.75	0.00	0.00	0.00	1,098.75	08/23/2023	0000493648	2023	2023 000000	LOGANATHAN, BALU EPALAPALLI
856157	989.18	0.00	0.00	0.00	989.18	08/23/2023	0000493630	2023	2023 000000	NOSSAM, UTHEJ REDDY



Wake County Tax Administration

Rebate Details
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REBATE NUMBER	PROPERTY	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	BILLING YEAR	OWNER
856151	1,797.60	0.00	0.00	0.00	1,797.60	08/23/2023	0000165055	2023	2023	JORDAN LUTHERAN CHURCH INC
856155	20.54	0.00	0.00	0.00	20.54	08/23/2023	0000492408	2023	2023	MORE, VIRAJ
856154	34.52	0.00	0.00	0.00	34.52	08/23/2023	0000492373	2023	2023	GURUSWAMY, BALASUBRAMANIAN

SUBTOTALS FOR BUSINESS REAL ESTATE ACCOUNTS 14 Properties Rebated

23,598.08

0.00

23,598.08

14

Properties Rebated

INDIVIDUAL PROPERTY ACCOUNTS

855238	65.16	0.00	0.00	0.00	65.16	08/14/2023	0006985630	2023	2023	BIG GRIZZLY HAULING LLC
855091	66.96	30.00	0.00	0.00	96.96	08/11/2023	0006982444	2023	2022	WHITE, KORI MARIE
855088	30.27	30.00	0.00	0.00	60.27	08/10/2023	0006995694	2023	2023	COLLURA, JACKIE ALLISON
854395	41.97	30.00	0.00	0.00	71.97	08/03/2023	0006980879	2023	2022	CHINTA, VENKATA KISHORE KUMAR
857087	98.13	0.00	0.00	0.00	98.13	08/31/2023	0007002141	2023	2022	BRINDLE, JEFFREY MICHAEL
857103	20.42	0.00	0.00	0.00	20.42	08/31/2023	0007001758	2023	2022	BRINDLE, ERICA MIETTE
856693	101.21	30.00	0.00	0.00	131.21	08/28/2023	0006993125	2023	2022	WOODWARD, GEOFFREY DANIEL
856563	56.64	30.00	0.00	0.00	86.64	08/25/2023	0007004825	2023	2022	DAVIS, JUNE POSEY
856430	146.92	30.00	0.00	0.00	176.92	08/24/2023	0007005232	2023	2022	GUEVARA PASARELLA, RAIZA ARACELIS
856425	95.08	30.00	0.00	0.00	125.08	08/24/2023	0007004417	2023	2022	POZZO, SUZANNE MARIE



Wake County Tax Administration

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REBATE NUMBER	PROPERTY TAG	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	BILLING YEAR	OWNER
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SUBTOTALS FOR INDIVIDUAL PROPERTY ACCOUNTS 722.76 210.00 0.00 0.00 932.76 10 Properties Rebated

INDIVIDUAL REAL ESTATE ACCOUNTS

856691	573.13	0.00	0.00	0.00	573.13	08/31/2023	0000494694	2023	2023	000000	KE, ZHI
855514	396.52	0.00	0.00	0.00	396.52	08/15/2023	0000220786	2023	2023	000000	TEW, BETTY R
854698	38.22	0.00	0.00	0.00	38.22	08/08/2023	0000493624	2023	2023	000000	AZAD, ARIF MORSHED
856959	28.16	0.00	0.00	0.00	28.16	08/31/2023	0000250117	2023	2023	000000	KLEMM, BRIAN N TRUSTEE
856956	3.65	0.00	0.00	0.00	3.65	08/31/2023	0000494686	2023	2023	000000	MICHAELS, DEBORAH ANNE
856689	569.17	0.00	0.00	0.00	569.17	08/31/2023	0000494692	2023	2023	000000	LI, HENAN
856690	543.77	0.00	0.00	0.00	543.77	08/31/2023	0000494693	2023	2023	000000	SHIKHARE, HANUMANT
856153	38.43	0.00	0.00	0.00	38.43	08/23/2023	0000492372	2023	2023	000000	NALLAGUNDLA, MADAN MOHAN REDDY

SUBTOTALS FOR INDIVIDUAL REAL ESTATE ACCOUNTS 2,191.05 0.00 0.00 0.00 2,191.05 8 Properties Rebated

WILDLIFE BOAT ACCOUNTS

854144	10.67	0.00	0.00	0.00	10.67	08/02/2023	0004212172	2023	2023	000000	BROJAKOWSKI, ANTHONY III
854145	5.15	0.00	0.00	0.00	5.15	08/02/2023	0004212276	2023	2023	000000	BROJAKOWSKI, ANTHONY III
854143	145.59	0.00	0.00	0.00	145.59	08/02/2023	0004210629	2022	2022	000000	SLADE, GARY RAY



Wake County Tax Administration

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REBATE NUMBER	PROPERTY TAG	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	BILLING YEAR	OWNER
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SUBTOTALS FOR WILDLIFE BOAT ACCOUNTS 161.41 0.00 0.00 0.00 161.41 3 Properties Rebated

TOTAL REBATED FOR APEX 27,507.39 210.00 83.41 0.00 27,800.80 37 Properties Rebated for City

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: October 10, 2023

Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning

Requested Motion

Motion to approve the Statement(s) of the Apex Town Council pursuant to G.S. 160D-605(a) addressing action on the Unified Development Ordinance (UDO) Amendments (Items 1 & 3-6) and (Item 2) on September 26, 2023.

Approval Recommended?

The Planning Department recommends approval.

Item Details

Attachments

- CN10-A1: Statement of Town Council (Items 1 & 3-6) - Unified Development Ordinance (UDO) Amendments - September 2023
- CN10-A2: Statement of Town Council (Item 2) - Unified Development Ordinance (UDO) Amendments - September 2023



STATEMENT OF THE APEX TOWN COUNCIL PURSUANT TO G.S. 160D-605(a) ADDRESSING ACTION ON THE UNIFIED DEVELOPMENT ORDINANCE (UDO) AMENDMENTS OF SEPTEMBER 26, 2023

Pursuant to G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, the Planning Director for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting), of a public hearing on UDO Amendments before the Town Council on the 26th day of September 2023.

The Apex Town Council held a public hearing on the 26th day of September 2023. Amanda Bunce, Current Planning Manager presented the Planning Board's vote to recommend approval by a vote of 8-0 at the public hearing.

All persons who desired to present information relevant to the UDO were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away.

The Town Council on the 26th day of September 2023 by a vote of 5-0 approved the Ordinance for UDO Amendments.

The Apex Town Council finds from information and testimony provided at the public hearing that the approval of the various UDO Amendments of September 26, 2023 are consistent with the Advance Apex: The 2045 Plan and reasonable and in the public interest for the following reason(s):

1. The amendments to UDO Secs. 4.2.2 *Use Table* and 4.4.5 *Supplemental Standards, Commercial Uses* change the use "Tattoo parlor and body piercing" from a Special Use to a Permitted Use where the use is currently allowed except for within the Small Town Character Overlay District in order to simply finding a location for such use. The amendments also remove the supplemental use standards related to signage for this use since the same standards exist in Sec. 8.7 *Signs*.
2. The amendments to Secs. 4.4.1 *Supplemental Use Standards, Residential Uses* and 8.2.8.B *Screening, Screening Methods* change references to dumpster enclosure screening standards from the *Town of Apex Design and Development Manual* to the *Town of Apex Standard Specifications and Standard Details* due to the relocation of those standards. Amendments to 6.1.11.I *Notification on Site Plan and Subdivision Plan and Recording of Information* change a reference from the *Town of Apex Design and Development Manual* to the Site Plan Final Plat or Master Subdivision Final Plat application to reflect the location of the information referenced and make other edits to simplify the wording of the standard.
3. The amendments to Sec. 2.3.8.D *Variance Permit, Standards* change the word "ordinance" to "regulation" in accordance with the wording in State law.
4. The amendments to Sec. 4.4.2 *Supplemental Standards, Public and Civic Uses* remove supplemental standards for the uses "Day Care Facility" and "Drop-In or Short-Term Child Care" in the Downtown Business (B2) zoning district as those uses are no longer permitted uses in that district.
5. The amendments to various sections of the UDO reflect changes to department titles and responsibilities due to the division of the former Public Works and Transportation Department into the Public Works Department and Transportation & Infrastructure Development Department; move floodplain administrator duties to the Water Resources Department; and add Water Resources Department to the list of departments included in the Technical Review

Committee. Sections affected include the following: 2.1.7.B, 2.3.7, 6.2.13.A, 7.1.7, 7.2.1, 7.5.13, 7.5.14, 7.5.16, 8.3.6.G, and 13.16.1.

Jacques K. Gilbert
Mayor

ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

Date

STATEMENT OF THE APEX TOWN COUNCIL PURSUANT TO G.S. 160D-605(a) ADDRESSING ACTION ON THE UNIFIED DEVELOPMENT ORDINANCE (UDO) AMENDMENTS OF SEPTEMBER 26, 2023

Pursuant to G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, the Planning Director for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting), of a public hearing on UDO Amendments before the Town Council on the 26th day of September 2023.

The Apex Town Council held a public hearing on the 26th day of September 2023. Amanda Bunce, Current Planning Manager presented the Planning Board's vote to recommend approval by a vote of 8-0 at the public hearing.

All persons who desired to present information relevant to the UDO were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away.

The Town Council on the 26th day of September 2023 by a vote of 3-2 approved the Ordinance for UDO Amendments.

The Apex Town Council finds from information and testimony provided at the public hearing that the approval of the various UDO Amendments of September 26, 2023 are consistent with the Advance Apex: The 2045 Plan and reasonable and in the public interest for the following reason(s):

1. The amendment to UDO Sec. 8.2.6.B *Landscape Buffers Between Uses* removes greenways from the list of Class 1 uses resulting in no requirement for buffers along greenways thereby providing more flexibility in design.

Jacques K. Gilbert
Mayor

ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

Date



"The Peak of Good Living"

TOWN OF APEX
NORTH CAROLINA

Proclamation

Fire Prevention Week 2023

from the Office of the Mayor

WHEREAS, Fire is a serious public safety concern, and the Town of Apex is committed to educating the public about prevention strategies, and implementing measures that help mitigate fire risk; and,

WHEREAS, Home fires killed more than 2,800 people in the United States in 2021, and fire departments responded to 338,000 home fire calls across the country; and,

WHEREAS, 40% of home fires start in kitchens, with more than half of reported non-fatal home cooking fire injuries occurring from victims attempting to fight the fires themselves; and,

WHEREAS, Some kitchen fire safety measures residents can take include turning pot handles toward the back of the stove, keeping a lid nearby when cooking, maintaining a 3 foot "kid free zone" around hot kitchen appliances, setting timers to remind themselves of cooking, and planning and practicing a fire escape plan; and,

WHEREAS, Working smoke alarms cut the risk of dying in home fires in half, and Town of Apex first responders are dedicated to reducing the occurrence and impact of home fires through prevention and protection education.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of Apex, North Carolina, do hereby proclaim the week of October 8 - October 14, "Fire Prevention Week" in the Town of Apex, and urge all residents to use fire protection measures and remember the 2023 fire prevention theme: "Cooking safety starts with YOU. Pay attention to fire prevention."

I hereby set my hand and have caused the Seal of the Town of Apex, North Carolina, to be affixed this the 10th day of October 2023

Jacques Gilbert, Mayor



"The Peak of Good Living"

TOWN OF APEX
NORTH CAROLINA

Proclamation

Down Syndrome Awareness Month 2023

from the Office of the Mayor

WHEREAS, Down syndrome, also known as trisomy 21, is a genetic condition caused by the presence of all or part of a third copy of chromosome 21, which affects how the body and brain develops; and,

WHEREAS, Down syndrome continues to be the most common chromosomal condition, affecting 1 in every 700 babies born in the United States, and is usually diagnosed before or at birth; and,

WHEREAS, In addition to causing mental & physical challenges and developmental delays, about half the children with Down syndrome are born with some form of congenital heart defect; and,

WHEREAS, World Down Syndrome Day's 2023 theme is "With Us Not for Us", emphasizing the importance of respecting the self-determination of individuals with Down syndrome and involving them in various organizations for all aspects of teamwork and decision making; and,

WHEREAS, The Town of Apex recognizes the achievements and abilities of people with Down syndrome, and seeks to remove any stigmas associated with the disability.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of Apex, North Carolina, do hereby proclaim the month of October, 2023 "Down Syndrome Awareness Month" in the Town of Apex, and urge all residents to work together to promote awareness of Down syndrome and to celebrate the accomplishments of these beautiful individuals and their families.

I hereby set my hand and have caused the Seal of the Town of Apex, North Carolina, to be affixed this the 10th day of October 2023

Jacques Gilbert, Mayor

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: October 10, 2023

Item Details

Presenter(s): Jenna Shouse, Senior Long-Range Planner

Department(s): Planning

Requested Motion

Public hearing and possible motion to amend the Thoroughfare and Collector Street Plan map to upgrade the designation of Schieffelin Road between US 1 and the future intersection with Apex Peakway from a Minor Collector to a Major Collector.

Approval Recommended?

Planning Department staff recommend approval of the proposed amendment.

Planning Board will consider this item at their October 9, 2023 meeting. Planning Department staff will share the results of the Planning Board meeting with Town Council at their October 10, 2023 meeting.

Item Details

The purpose of the proposed amendment to the Thoroughfare and Collector Street Plan map is to continue the Major Collector designation north from the future grade separation at US 1 to the future intersection with Apex Peakway. Additionally, the upgrade from a Minor Collector to a Major Collector will allow this segment of Schieffelin Road to accommodate bicycle lanes in the future.

Attachments

- PH1-A1: Staff Report - Thoroughfare and Collector Street Plan Map Amendment - Schieffelin Road Upgrade
- PH2-A2: Planning Board Report to Town Council - Thoroughfare and Collector Street Plan Map Amendment - Schieffelin Road Upgrade





The Thoroughfare and Collector Street Plan map, Transit Plan map, and Bicycle and Pedestrian System Plan map collectively represent a network of current and future facilities that provide guidance on what is likely to be suitable for long term growth, connectivity, recreation, and multimodal travel. The Transportation Plan does not provide a schedule for implementation, nor does it set aside funding for improvements. The purpose of the public hearing is to consider a proposed amendment to the Transportation Plan along a segment of Schieffelin Road, in order to make a decision.

The proposed amendment to the Thoroughfare and Collector Street Plan map is to upgrade the designation of Schieffelin Road between US 1 and the future intersection with Apex Peakway from a Minor Collector to a Major Collector. A map of the proposed amendment to the Thoroughfare and Collector Street Plan map is displayed in Figure 1 below.

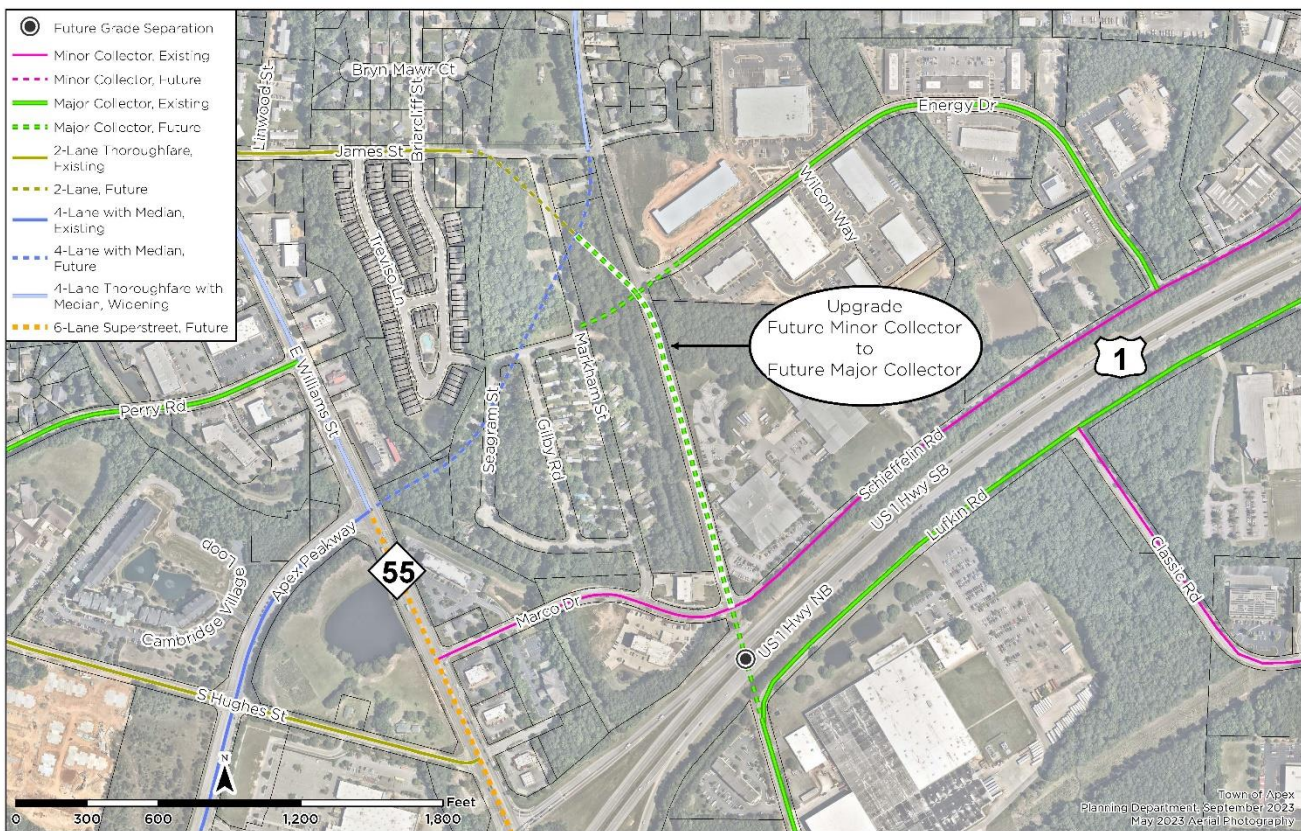


Figure 1. Proposed Thoroughfare and Collector Street Plan Map Amendment

The purpose of the proposed amendment to the Thoroughfare and Collector Street Plan map is to continue the Major Collector designation north from the future grade separation at US 1 to the future intersection with Apex Peakway. A Major Collector designation is appropriate to consider in this location as Schieffelin Road would provide one of the limited crossing opportunities from a thoroughfare (Apex Peakway) over US 1. Additionally, the upgrade from a Minor Collector to a Major Collector will allow this segment of Schieffelin Road to accommodate bicycle lanes in the future. A proposed amendment to the Bicycle and Pedestrian System Plan map to add proposed bicycle lanes along this segment of Schieffelin Road is included in the following Town Council agenda item on October 10, 2023.

STAFF REPORT
Transportation Plan Amendments

October 10, 2023 Town Council Meeting



Staff Recommendation:

Planning Department staff recommend approval of the proposed amendment.

Planning Board Recommendation:

Planning Board will consider this item at their October 9, 2023 meeting. Planning Department staff will share the results of the Planning Board meeting with Town Council at their October 10, 2023 meeting.

PLANNING BOARD REPORT TO TOWN COUNCIL

Long Range Plan Amendments

Planning Board Meeting Date: October 9, 2023



Long range plan(s) proposed to be amended:

Thoroughfare and Collector Street Plan Map

Description of the proposed amendment(s):

Upgrade the designation of Schieffelin Road between US 1 and the future intersection with Apex Peakway from a Minor Collector to a Major Collector.

Planning Board recommendation:

Motion: To recommend approval as recommended.

Introduced by Planning Board member: Tina Sherman

Seconded by Planning Board member: Alyssa Byrd

Approval of the proposed amendment(s) as presented

Approval of the proposed amendment(s) with the following conditions or changes:

Denial of the proposed amendment(s)

With 8 Planning Board member(s) voting "aye"

With 0 Planning Board member(s) voting "no"

Reason(s) for dissenting votes:

This report reflects the recommendation of the Planning Board, this the 9th day of October 2023.

Attest:

Reginald Skinner, Planning Board Chair

Dianne Khin

Digitally signed by Dianne Khin
Date: 2023.10.09 16:44:43
-04'00'

Dianne Khin, Planning Director

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: October 10, 2023

Item Details

Presenter(s): Jenna Shouse, Senior Long-Range Planner

Department(s): Planning

Requested Motion

Public hearing and possible motion to amend the Bicycle and Pedestrian System Plan map based on a review of existing and future Major Collector streets for the addition of proposed bicycle lanes and shared lane markings.

Approval Recommended?

Planning Department staff recommend approval of the proposed amendments.

Planning Board will consider this item at their October 9, 2023 meeting. Planning Department staff will share the results of the Planning Board meeting with Town Council at their October 10, 2023 meeting.

Item Details

The purpose of the proposed amendments to the Bicycle and Pedestrian System Plan Map is to plan for future on-road bicycle facilities along existing and future streets designated as Major Collector on the Town's Comprehensive Transportation Plan. All existing and future Major Collector streets have been reviewed for the possible addition of bicycle lanes or shared lane markings. The addition of these bicycle facilities will enhance multi-modal options throughout Town and expand the bicycle network.

Attachments

- PH2-A1: Staff Report - Bicycle and Pedestrian System Plan Map Amendment - Bicycle Lanes on Major Collectors
- PH2-A2: Planning Board Report to Town Council - Bicycle and Pedestrian System Plan Map Amendment - Bicycle Lanes on Major Collectors





The Bicycle and Pedestrian System Plan map represents a network of current and future facilities that provide guidance on what is likely to be suitable for long term growth, connectivity, and recreation. The Plan does not require a schedule for implementation nor does it set aside funding for improvements. Instead, it helps the Town establish long term priorities and identify requirements for new development. The Plan was last amended on August 22, 2023. The purpose of the public hearing is to consider the facts in order to make a decision.

The proposed amendments to the Bicycle and Pedestrian System Plan map are based on a review of all existing and future streets designated as Major Collector on the Town's Comprehensive Transportation Plan for the possible addition of bicycle lanes and shared lane markings. Table 1 lists all existing and future Major Collector streets and proposed amendments to the Bicycle and Pedestrian System Plan Map. The Map ID numbers in Table 1 correspond with the numbers displayed on the exhibit of proposed amendments to the Bicycle and Pedestrian System Plan Map available online at:

https://www.apexnc.org/DocumentCenter/View/44735/BikeLanes_MajorCollectors_Amendment_36x24v4?bidId=

The purpose of the proposed amendments to the Bicycle and Pedestrian System Plan Map is to plan for future on-road bicycle facilities along existing and future streets designated as Major Collector on the Town's Comprehensive Transportation Plan. All existing and future Major Collector streets have been reviewed for the possible addition of bicycle lanes or shared lane markings. The current Major Collector standard specification can accommodate bicycle lanes, consistent with American Association of Highway and Transportation Officials (AASHTO) guidelines, without additional widening or right of way. Therefore, the proposed amendments do not add widening or new location facilities to the Transportation Plan; rather, they guide how existing and future roadways already on the Transportation Plan would be striped and signed to accommodate bicycles. The review of Major Collectors for bicycle lanes included the following considerations.

- Roadway status
- Roadway width
- Presence of curb and gutter or shoulder and ditch section
- Presence of striping per the current Major Collector standard
- Planned or existing side path
- Parallel planned or existing bicycle facilities
- Connections to other planned bicycle facilities
- Bicycle or pedestrian crash
- Presence of on-street parking
- Land uses
- Proposed and approved development plans
- Proposed and approved rezoning cases

The addition of these bicycle facilities will enhance multi-modal options throughout Town and expand the bicycle network.



Table 1. Summary of Amendments for each Major Collector Street

Map ID	Street name	From	To	Proposed Amendment	Reason
1	Lawson Lane	US 64	Olive Chapel Road	Add Bicycle Lanes	Development to construct to the current Major Collector standard. Connects to proposed bicycle lanes on Olive Chapel Road.
2	Lovage Drive	Lawson Lane	Transit Trail	Add Bicycle Lanes	Bicycle lanes recommended on the intersecting street to the west, Lawson Lane. Side path proposed along both sides of the intersecting street to the east, Transit Trail.
3	Transit Trail	US 64	Olive Chapel Road	Add Bicycle Lanes	Connects to proposed bicycle lanes on Olive Chapel Road and proposed greenway in Legacy PUD.
4	Chantclair Drive extension	Core Banks Street	Rothwood Way	Add Bicycle Lanes	Connects to Sweetwater and Core Banks Street, an existing Major Collector.
5	Core Banks Street	Richardson Road	Chantclair Drive extension	Add Bicycle Lanes	Constructed to the current Major Collector standard. Connects to Sweetwater, a large-scale mixed-use development.
6	Hasse Avenue	Richardson Road	Olive Chapel Road	Add Bicycle Lanes	Existing portion constructed to the current Major Collector standard. Multiple developments are constructing the roadway to the current Major Collector standard. Hasse Avenue connects to Sweetwater and to planned bicycle lanes on Olive Chapel Road.
7	Kinship Lane	Richardson Road	Hammocks Beach Trail extension	Add Shared Lanes	Existing portion cannot accommodate bicycle lanes. There is a parallel planned greenway.
8	Milano Avenue	Richardson Road	Evans Road	Add Bicycle Lanes	Constructed to the current Major Collector standard. Connects to existing side path along the west side of Evans Road.

STAFF REPORT
Transportation Plan Amendments

October 10, 2023 Town Council Meeting



Map ID	Street name	From	To	Proposed Amendment	Reason
9	Horton Ridge Boulevard	Horton Road	Richardson Road extension	Add Bicycle Lanes	Development underway either has constructed or will construct the roadway to the current Major Collector standard. Connects to Richardson Road side path to the east. Connects to recommended bicycle lanes on Horton Road.
10	Horton Road	Old US 1	Horton Ridge Boulevard	Add Bicycle Lanes	Narrower than current Major Collector standard. When upgraded in the future, there is an opportunity to provide bicycle lanes that connect to the proposed bicycle lanes along Old US 1 and Horton Ridge Boulevard.
11	Bosco Road collector	New Hill Holleman Road	Richardson Road extension	Add Bicycle Lanes	Connects to proposed paved shoulder and proposed side path along New Hill Holleman Road. Connects to proposed side path along Richardson Road extension.
12	Future collector street	Friendship Road	Pleasant Plains Road	Add Bicycle Lanes	Connects to proposed bicycle lanes on Pleasant Plains Road and Friendship Road.
13	Pleasant Plains Road	Old US 1	US 1	No Change	Narrower than current Major Collector standard. Existing curb and gutter roadway will not accommodate two travel lanes and bicycle lanes.
14	Boyette Street	Old US 1	Kelly Road	Add Bicycle Lanes	Constructed wider than current Major Collector Standard. Connects to proposed bicycle lanes on Kelly Road and Old US 1.
15	Woodall Crest Drive and Aspen River Lane	Apex Barbecue Road	Future Aspen River Lane	Add Bicycle Lanes	The Major Collector Portion of Woodall Crest Drive (Apex Barbecue Road to Future Aspen River Lane) was constructed to the current Major Collector standard. Development to construct side path along one side of Aspen River Lane. Street

STAFF REPORT
Transportation Plan Amendments

October 10, 2023 Town Council Meeting



Map ID	Street name	From	To	Proposed Amendment	Reason
					narrows when it transitions from a Major Collector to a residential street at the future intersection with Aspen River Lane.
16	Aspen River Lane extension	Woodall Crest Drive	Woodall Crest Drive extension	Add Shared Lanes	Development to construct the roadway narrower than the current Major Collector standard due to on-street parking and median plans. Shared lane markings proposed to complete bicycle route between two segments of Woodall Crest Drive.
17	Woodall Crest Drive extension	Poe Farm Avenue	Future Aspen River Lane	Add Bicycle Lanes	Under construction to current Major Collector standard. Connects to Poe Farm Ave, Major Collector with bicycle lanes recommended.
18	Poe Farm Avenue	Woodall Crest Drive	S Salem Street	Add Bicycle Lanes	Roadway width varies. There is room for bicycle lanes. Connects to recommended bicycle lanes on Woodall Crest Dr and planned bicycle lanes on S Salem Street.
19	Apex Peakway Loop	Apex Peakway	S Salem Street	No Change	Apex Peakway SW plans have been approved and include side path along both sides. Bicycle lanes are not proposed along Apex Peakway.
20	James Street	Apex Peakway	Tingen Road	Add Bicycle Lanes	Constructed to current Major Collector standard, with the exception of residential driveways. Connects to recommended bicycle lanes on Future CJS Apex Assemblage/Cuthrell Loop Road.
21	Future CJS Apex Assemblage/Cuthrell Loop Road	Apex Peakway	Veridea Parkway	Add Bicycle Lanes	Connects to proposed side path along Apex Peakway and proposed bicycle lanes on Veridea Parkway.
22	Widger Lane	Future CJS Apex Assemblage/Cuthrell Loop Road	Tingen Road	Add Bicycle Lanes	Existing section constructed to current Major Collector standard. Connects to proposed bicycle lanes on Tingen Road. Connects to proposed Salem Village Greenway.

STAFF REPORT
Transportation Plan Amendments

October 10, 2023 Town Council Meeting



Map ID	Street name	From	To	Proposed Amendment	Reason
23	Future collector street	Tingen Road	Perry Road	Add Bicycle Lanes	Connects to proposed bicycle lanes on Tingen Road.
24	Perry Road	Apex Peakway	E Williams Street	Add Shared Lanes	Roadway width varies. Not enough pavement width for two travel lanes and bike lanes along the full corridor. There is existing curb and gutter along most of the corridor. Shared lane markings recommended to provide a bicycle route between NC 55 and Apex Peakway.
25	Perry Road/Perry Road extension*	Apex Peakway	Prince Dead End Road	Add Side Path	Veridea-East Village Non-Residential 2A, 3, 4, 5 cannot accommodate bicycle lanes along Forest Light Way (Perry Road extension). Shared lane markings are not recommended along the Thoroughfare section of Perry Road, north of US 1. Side path is proposed along the west side, north of US 1, to provide a connection to the proposed Big Branch Greenway and proposed greenway along Prince Dead End Road.
26	Jupiter Creek Drive	Perry Road extension	Atlas Lane	Add Bicycle Lanes	Development to construct a short segment to the current Major Collector Standard with bicycle lanes.
27	Future collector street	Veridea Parkway	Perry Road extension	Add Bicycle Lanes	Connects to proposed bicycle lanes along Veridea Parkway and recommended bicycle lanes along Jupiter Creek Drive.
28	Technology Drive extension & realignment	Jessie Drive extension	Perry Road extension	Add Bicycle Lanes	Connects to future Jessie Drive and Veridea Parkway. Side path proposed along both sides of Jessie Drive. Bicycle lanes proposed along both sides of Veridea Parkway.
29	Atlas Lane	Perry Road extension	NC 55	No Change	Proposed development includes on-street parking. Proposed typical sections cannot accommodate bicycle lanes along the entire corridor.

STAFF REPORT
Transportation Plan Amendments

October 10, 2023 Town Council Meeting



Map ID	Street name	From	To	Proposed Amendment	Reason
30	Adesso Boulevard	Atlas Lane	NC 55	Add Shared Lanes	Proposed development includes on-street parking. A section of this corridor is shown as a future local bus route. Shared lane markings proposed to provide bicycle route between NC 55 and Atlas Lane.
31	Pisgah Forest Drive	Forest Gate Path	Jessie Drive extension	Add Bicycle Lanes	Connects to recommended bicycle lanes on Forest Gate Path and proposed side path along Jessie Drive.
32	Forest Gate Path	Pisgah Forest Drive	NC 55	Add Bicycle Lanes	Typical section in development plans includes bicycle lanes. Connects to proposed side path along NC 55 and recommended bicycle lanes on Pisgah Forest Drive.
33	Dinsorette Lane extension	Jessie Drive extension	Gladsong Drive	Add Bicycle Lanes	Connects to side path along future Jessie Drive and recommended bicycle lanes on future Gladsong Drive.
34	Gladsong Drive	NC 55	Smith Road	Add Bicycle Lanes	Planned Unit Development includes this as a Major Collector. Development to construct a section to current Major Collector standard.
35	Colby Chase Drive extension	E Williams Street	Colby Chase Drive	No Change	Existing portion is a Minor Collector that cannot fit bicycle lanes.
36	Feltonville Road	Colby Chase Drive extension	Reunion Creek Parkway	No Change	Roadway may need to be narrowed in the future to accommodate development to the west. Parallel side path planned along west side of E Williams Street.
37	Reunion Creek Parkway extension	Reunion Creek Parkway	Smith Road extension	No Change	Existing portion is a Minor Collector that cannot fit bicycle lanes. Connects to Smith Road, which does not include proposed bicycle lanes.
38	Thriftwood Drive	Thriftwood Drive extension	Stephenson Road	No Change	Development to construct roadway narrower than current Major Collector standard.

STAFF REPORT
Transportation Plan Amendments

October 10, 2023 Town Council Meeting



Map ID	Street name	From	To	Proposed Amendment	Reason
39	Horton Park Drive	Jessie Drive extension	Gladsong Drive	No Change	Development to construct roadway narrower than current Major Collector standard. Planned parallel greenway facility.
40	Production Drive/extension	Reliance Avenue	Jessie Drive extension	No Change	Existing portion narrower than current Major Collector standard. Existing roadway is in an industrial area with on-street parking. Middle Creek Greenway Feasibility study underway – possible future changes.
41	Pristine Water Drive extension	Production Drive extension	Ten Ten Road	Add Bicycle Lanes	Connects to proposed bicycle lanes on Ten Ten Road. Future Land Use is Park, Public or Private. Middle Creek Greenway Feasibility Study underway– possible future changes.
42	Reliance Avenue	Production Drive	Ten Ten Road	No Change	Constructed to current Major Collector standard. Located in an industrial area with substantial on-street parking. Middle Creek Greenway Feasibility Study underway– possible future changes.
43	Lufkin Road	NC 55	Ten Ten Road	Add Bicycle Lanes	There are development and redevelopment opportunities along the roadway. Curb has not been set along entire roadway. Provides a bicycle route alternative to US 1 between Ten Ten Road and E Williams Street.
44	Midtown Connector (bridge over US 1)	Lufkin Road	Schieffelin Road	Add Bicycle Lanes	Connects to recommended bicycle lanes on Lufkin Road. It would be beneficial to include bicycle lanes when the bridge is constructed as it is unlikely that the bridge would be widened in the future to accommodate bicycle lanes.
45	Schieffelin Road**	Future bridge over US 1	Apex Peakway	Add Bicycle Lanes	Proposal to upgrade from Minor Collector to Major Collector. Curb and gutter have only been set for a section on the east side.

STAFF REPORT
Transportation Plan Amendments

October 10, 2023 Town Council Meeting



Map ID	Street name	From	To	Proposed Amendment	Reason
		(Midtown Connector)			Connects to recommended bicycle lanes on grade separation at US 1 (Midtown Connector).
46	Energy Drive	Schieffelin Road	Markham Drive	No Change	Constructed narrower than current Major Collector Standard. Land uses are not supportive of bicycle lanes.
47	Old Raleigh Road	Lake Pine Drive	Kingsway Drive (Town of Cary Boundary)	Maintain Proposed Bicycle Lanes	Proposed bicycle lanes included on adopted plan.
48	Pine Plaza Drive	Laura Duncan Road	Lake Pine Drive	No Change	Constructed narrower than current Major Collector standard. Partially complete parallel greenway connection. Plans for bus stops along roadway.

*Perry Road recommendation includes side path along the Thoroughfare section.

**A proposed amendment to the Transportation Plan would upgrade Schieffelin Rd to a Major Collector.

Staff Recommendation:

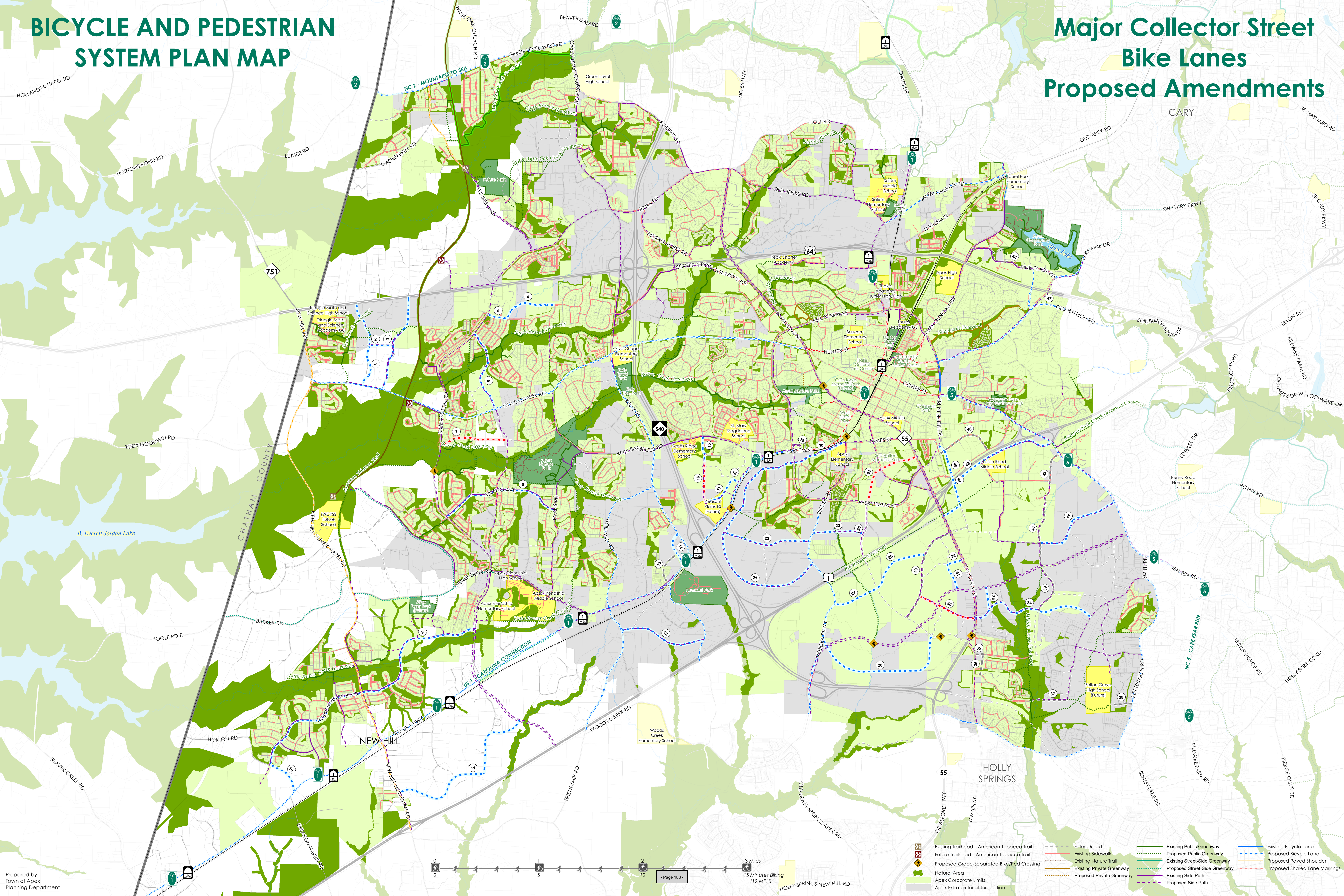
Planning Department staff recommend approval of the proposed amendments. This recommendation is supported by staff representing Transportation & Infrastructure Development; Parks, Recreation, and Cultural Resources; and Police.

Planning Board Recommendation:

Planning Board will consider this item at their October 9, 2023 meeting. Planning Department staff will share the results of the Planning Board meeting with Town Council at their October 10, 2023 meeting.

BICYCLE AND PEDESTRIAN SYSTEM PLAN MAP

Major Collector Street Bike Lanes Proposed Amendments



- | | | | | | | | |
|--|--------------------------------------------|--|---------------------------|--|-------------------------------|--|-------------------------------|
| | Existing trailhead—American Tobacco Trail | | Future Road | | Existing Public Greenway | | Existing Bicycle Lane |
| | Future Trailhead—American Tobacco Trail | | Existing Sidewalk | | Proposed Public Greenway | | Proposed Bicycle Lane |
| | Proposed Grade-Separated Bike/Ped Crossing | | Existing Nature Trail | | Existing Street-Side Greenway | | Proposed Paved Shoulder |
| | Natural Area | | Existing Private Greenway | | Proposed Street-Side Greenway | | Proposed Shared Lane Markings |
| | Apex Corporate Limits | | Proposed Private Greenway | | Existing Side Path | | |
| | Apex Extraterritorial Jurisdiction | | Proposed Side Path | | | | |



PLANNING BOARD REPORT TO TOWN COUNCIL

Long Range Plan Amendments

Planning Board Meeting Date: October 9, 2023



Long range plan(s) proposed to be amended:

Bicycle and Pedestrian System Plan Map

Description of the proposed amendment(s):

Amend the Bicycle and Pedestrian System Plan map based on a review of existing and future Major Collector streets for the addition of proposed bicycle lanes and shared lane markings.

Planning Board recommendation:

Motion: To recommend approval of all proposed amendments except # 11, 12, 13.

Introduced by Planning Board member: Alyssa Byrd

Seconded by Planning Board member: Tina Sherman

Approval of the proposed amendment(s) as presented

Approval of the proposed amendment(s) with the following conditions or changes:

Because there is an active long range planning effort called the "Western Big Branch Area Plan" that includes three of the Major Collector streets, Planning Board recommends that the amendments proposed as #11 Bosco Road collector from New Hill Holleman Road to Richardson Road extension, #12 Future collector street from Friendship Road to Pleasant Plains Road, and #13 Pleasant Plains Road from Old US 1 to US 1 be considered as part of the WBBAP process

Denial of the proposed amendment(s)

With 8 Planning Board member(s) voting "aye"

With 0 Planning Board member(s) voting "no"

Reason(s) for dissenting votes:

This report reflects the recommendation of the Planning Board, this the 9th day of October 2023.

Attest:

Reginald Skinner, Planning Board Chair

Dianne Khin

Digitally signed by Dianne Khin
Date: 2023.10.09 17:07:32
-04'00'

Dianne Khin, Planning Director

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: October 10, 2023

Item Details

Presenter(s): Dianne Khin, Director

Department(s): Planning

Requested Motion

Possible motion to approve eligibility changes to the Façade Grant Program.

Approval Recommended?

Yes

Item Details

Given that the budgeted funds for the Façade Grant Program have not been fully utilized in the last seven years in the Central Business District, Planning staff propose expanding the Façade Grant Program eligibility to the Downtown Festival District and presented this idea to the Planning Committee on September 7, 2023. The Planning Committee supports the expansion request to the Downtown Festival District.

Additionally, staff propose the following amendments to the Façade Grant Program application:

- Clarify that only non-residential tenants and property owners are eligible for the grant.
- Clarify that repair, replacement, or new ADA accessible entrances (e.g. ramps) are eligible for the grant.

Attachments

- NB1-A1: Staff Report - Façade Grant Program - Proposed Eligibility Changes
- NB1-A2: Façade Grant Program Application - Proposed Eligibility Changes



STAFF REPORT

Façade Grant Program – Proposed Eligibility Changes

October 10, 2023 Town Council Meeting



The purpose of the Town of Apex's Façade Grant Program is to provide incentive funds in the form of a matching grant to tenants/property owners to increase rehabilitation activity and encourage appropriate, attractive improvements to downtown buildings, thereby increasing their longevity and raising their property values.

Currently, properties must be located within the Central Business District in order to be eligible for the matching grant. Planning staff have received numerous requests from business owners downtown, but outside of the Central Business District, for Façade Grants.

The current year budget for the Façade Grant Program is \$20,000. The following amounts have been put toward façade grants in the last 7 years:

FY 2016-17 = \$1000.00
FY 2017-18 = \$1,644.16
FY 2018-19 = \$2571.43
FY 2019-20 = \$2,144.20
FY 2020-21 = \$9,213.26
FY 2021-22 = \$7,506.62
FY 2022-23 = \$4,365.78

Given that the budgeted funds have not been fully utilized in the last seven years, Planning staff propose expanding the Façade Grant Program eligibility to the Downtown Festival District and presented this idea to the Planning Committee on September 7, 2023. The Planning Committee supports the expansion request to the Downtown Festival District. Maps of the Central Business District and the Downtown Festival District are included below for comparison of the two areas.

In reviewing the Façade Grant Program Application, staff propose the following amendments in addition to the expansion to the Downtown Festival District:

- Clarify that only non-residential tenants and property owners are eligible for the grant.
- Clarify that repair, replacement, or new ADA accessible entrances (e.g. ramps) are eligible for the grant.

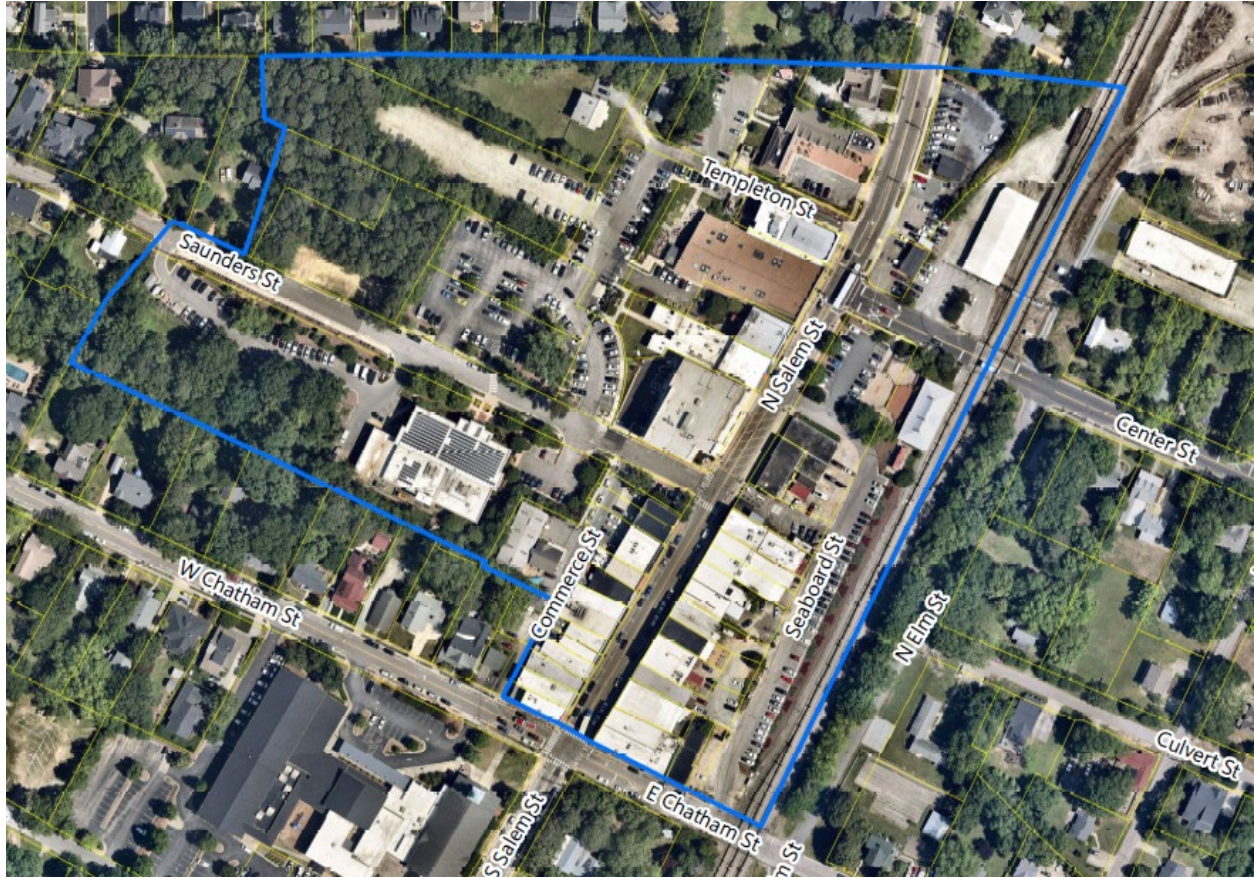
The revised Façade Grant Application is attached for your information.

STAFF RECOMMENDATION:

Planning staff recommend approval of the proposed eligibility changes to the Façade Grant Program.



Central Business District (currently eligible area)





Downtown Festival District (proposed expanded boundary)



FAÇADE GRANT PROGRAM APPLICATION

Town of Apex, North Carolina



This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

A Small Town Character Overlay District Exempt Site Plan application is required to be submitted concurrently with the Façade Grant application. The approval of the Small Town Character Overlay District Exempt Site Plan application shall occur concurrently with the Façade Grant approval.

For more information on the Façade Grant Program, please contact the Apex Planning Department at 919-249-3426.

1. The Façade Grant Program is designed to provide incentive funds to non-residential tenants/property owners to increase rehabilitation activity in the Downtown Festival District as shown on the attached Downtown Festival District map and described in Apex's Unified Development Ordinance (UDO) Section 12.2. The grant can provide up to 50% of the cost of the exterior rehabilitation based on the following:
 - a. Tier 1 - up to a maximum of \$2,000.00 per façade for paint and awnings, or 50% of the cost, whichever is less.
 - b. Tier 2 – up to a maximum of \$5,000.00 per façade for structural improvements including window replacement, brick repair and repointing, door replacement, ADA accessible entrance improvements, and similar structural repairs or replacement, or 50% of the cost, whichever is less.
 - c. Applicants can submit for one Tier 1 grant and one Tier 2 grant within the same fiscal year; if both are granted, no one property can receive more than \$7,000 in one year.
 - d. No more than \$10,000 can be issued to any one property within any 36 month period.
 - e. Total grants issued per fiscal year shall not exceed the amount budgeted for that given year.
2. Application requirements:
 - a. Completed application form signed by the property owner.
 - b. Photos of the structure showing the current condition.
 - c. Paint samples or fabric swatches for Tier 1 requests.
 - d. Detailed drawings and details of features including awnings, windows, doors, or other improvements.
 - e. Cost estimates from a qualified professional (e.g. Licensed contractor, mason, or professional painter or awning company). Cost estimates must be detailed in a line by line format.
3. Applications must be approved before work begins or no funds will be disbursed.
4. Planning Department staff have been granted authority to administer the Façade Grant Program process by Town Council. Town Council allocates the funding for the grant through the yearly budgeting process.
5. Renovations must be completed within four (4) months of application approval for Tier 1 grants and 18 months for Tier 2 grants. In the Planning Director or designee's sole discretion, a one-time request for an extension of two to twelve months may be approved upon satisfactory explanation of the delay.
6. Grant is to be calculated and used for exterior façades only.
7. Grant amount shall be paid only when construction is completed and receipt(s) are submitted to the Planning Department. If the actual costs are less than the cost estimates, the maximum amount

FAÇADE GRANT PROGRAM APPLICATION

Town of Apex, North Carolina



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shall not exceed 50% of the actual costs or the dollar limits for Tier 1 and Tier 2. In no case shall a grant be issued higher than the original approved grant amount.

8. Renovations on historic buildings shall follow the Secretary of the Interior's Guidelines for Rehabilitation of Historic Structures and applicable regulations in the Unified Development Ordinance, Section 6.3 *Small Town Character Overlay District* and Article 9 *Design Standards*. Non-historic structures shall conform to the applicable regulations in the Unified Development Ordinance, Section 6.3 *Small Town Character Overlay District* and Article 9 *Design Standards*.
9. Grants may be used for the following types of renovation only:
 - a. Removal of false fronts (such as aluminum panels)
 - b. Repair or replacement of windows, doors, and cornices
 - c. Repair or replacement of façade materials
 - d. Repair or replacement of character defining architectural features
 - e. Repair, replacement, or new ADA accessible entrance (e.g. ramp)
 - f. New awnings
 - g. Decorative exterior lighting
 - h. Exterior painting
 - i. Design and construction costs
10. Eligibility Criteria:
 - a. If tenant will be doing the proposed work, the tenant must obtain the property owner's signature on the application.
 - b. Only existing buildings constructed more than 3 years prior to the date of application are eligible.
 - c. Applicant shall agree at the time of application to maintain the façade and may not receive a grant for the same work within any five year period.
 - d. Improvements and/or rehabilitation must comply with all state and local regulations, including obtaining required building permits through the Building Inspections Department.
 - e. Utility and mechanical equipment, if any, must be concealed or screened from view. Screening shall be of similar color and design as the building.

I have read the Façade Grant Program Information:

Applicant Signature

Date

FAÇADE GRANT PROGRAM APPLICATION

Town of Apex, North Carolina



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Application #: _____ Submittal Date: _____

Hard Copy Submittal Requirements: (Submit to Planning Department)

- One (1) copy of Façade Grant Application
- One (1) Small Town Character Exempt Site Application
- 11x 17 Architectural Plans/Drawings
- Material and/or color samples

Applicant Information:

Applicant: _____ Tax ID: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone: _____ Email: _____

Owner Information:

Owner: _____ Tax ID: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone: _____ Email: _____

Project Information:

Address: _____
Property PIN: _____ Owner or Tenant Occupied? _____
Amount of Street Frontage: _____ # of Floors: _____
Current Building Use: _____
Proposed Building Use: _____
Major Repairs Needed? _____
Cost of Overall Project: _____ Façade Grant Funds Requested: _____

Renovation Information:

1. Please provide as much detail as possible about the types and extent of renovation to be completed. Attach separate sheet, if necessary.

FAÇADE GRANT PROGRAM APPLICATION

Town of Apex, North Carolina



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2. On a separate sheet, provide a detailed cost estimate or construction bid for the façade renovation. Once the work is completed, please provide the Planning Department with a copy of the receipt(s) for all labor and supplies. Façade Grant funds will not be released without receipt(s).

3. Please describe how this renovation will significantly contribute to the historic character of the Downtown Festival District.

Owner/Applicant Signatures

I understand the limits and requirements of this program and if approved, agree to complete the project according to the approved plan. In addition, I shall indemnify and hold harmless, the Town of Apex from and against any and all claims, actions, causes of action, demands, damages, losses, costs, expenses, and compensation of whatsoever kind and nature which may hereafter accrue on account of or in any way growing out of any and all known or unknown, foreseen and unforeseen bodily and personal injuries and property damage and consequences thereof, which might result from any occurrence in connection with this grant.

_____	_____
Applicant Signature	Date
_____	_____
Owner Signature	Date
_____	_____
Staff Approval	Date

Conditions of Approval:
• Please continue working with the Building Inspections Department and obtain a Building Permit.