



Apex Town Council Meeting

Tuesday, December 03, 2019

Lance Olive, Mayor
Nicole L. Dozier, Mayor Pro Tempore
William S. Jensen, Wesley M. Moyer, Audra M. Killingsworth, and
Brett D. Gantt, Council Members
Drew Havens, Town Manager
Shawn Purvis, Assistant Town Manager
Marty Stone, Assistant Town Manager
Donna B. Hosch, MMC, NCCMC, Town Clerk
Laurie L. Hohe, Town Attorney

The Regular Meeting of the Apex Town Council scheduled for Tuesday, December 03, 2019, at 7:00 PM will be held in the Council Chamber of Apex Town Hall, 73 Hunter Street. The meeting will adjourn when all business is concluded or at 11:00 p.m., whichever comes first.

COMMENCEMENT

Call to Order : Invocation : Pledge of Allegiance

PRESENTATIONS

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](#) Dianne Khin, Planning Director

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting Date of Public Hearing on the Question of Annexation – Apex Town Council's intent to annex Tim and Lauren Medlin property containing 1.929 acres located at 6517 Roosondall Court, Annexation #681 into the Town's corporate limits.

[CN2](#) Sarah Rayfield, Senior Planner

Motion to approve Statement of the Town Council for Rezoning Case #19CZ02, Morris Acres PUD, Kaplan Residential/Edith S. Morris/ Jason Barron, Morningstar Law Group petitioners for the property located at 0, 7208 and 7208B Morris Acres Road.

[CN3](#) Liz Loffin, Senior Planner

Motion to approve Statement of the Town Council and Ordinance for Rezoning Case #19CZ18, Maureen Hughes, petitioner, for the property located on 113 West Street.

[CN4](#) Amanda Bunce, Current Planning Manager

Motion to approve Statement of the Town Council for Rezoning Case #19CZ19, Michael Pfeifer & Jennifer Crank, petitioners for the properties located at 3605 & 3700 Old US 1 Hwy.

[CN5](#) Amanda Bunce, Current Planning Manager

Motion to approve the Statement of the Apex Town Council pursuant to G.S. 160A-383 addressing action on the various Unified Development Ordinance (UDO) Amendments of November 17, 2019.

[CN6](#) Lauren Staudenmaier, Planner I

Motion to set Public Hearing for the December 17, 2019 Town Council Meeting regarding Rezoning Application #19CZ20 2708 Blazing Trail Drive. The applicant, Jones & Cnossen Engineering, PLLC., seeks to rezone approximately 2.00 acres located at 2708 Blazing Trail Drive from Rural Residential (RR) to Medium Density-Conditional Zoning (MD-CZ).

[CN7](#) Liz Loftin, Senior Planner

Motion to set the Public Hearing on December 17, 2019 to designate the property located at 2708 Olive Chapel Road a Historic Landmark in compliance with North Carolina General Statute 160A-400.4

[CN8](#) Liz Loftin, Senior Planner

Motion to set the Public Hearing on December 17, 2019 to de-landmark the property located at 4525 Green Level West Road a Historic Landmark in compliance with North Carolina General Statute 160A-400.4

[CN9](#) Joanna Helms, Economic Development Director

Motion to approve budget amendment for Economic Development for economic development incentive payment

[CN10](#) Angela Reincke, Parks and Greenways Planner

Motion to approve construction contract in the amount of \$303,415.82 with Bridge Point Civil, LLC for construction of a portion of Phase II of the Middle Creek Greenway from Reunion Pointe to Straywhite Avenue in Miramonte and to authorize the Town Manager to execute all necessary documents for the project.

[CN11](#) John M. Brown , Director Parks Recreation and Cultural Resources

Motion to approve property deed restrictions for Salem Pond Park and authorize Town Manager to sign any associated documents to complete the transaction

[CN12](#) Laurie Hohe

Motion to approve a settlement agreement and release between the Town of Apex and MREC KLP STILLWATER, LLC related to a dispute concerning reimbursement for the cost of construction of a multi-use path as part of the Stillwater development and authorize the Town Manager to execute same and approve Budget Ordinance Amendment No. 7 appropriating funds for the settlement.

[CN13](#) Donna Hosch, Town Clerk

Motion to approve Minutes of the November 19, 2019 Regular Meeting and Closed Session Minutes of June 18, July 16, August 6, August 20, September 3, September 17, October 1, October 15, November 6, and November 19, 2019 (Closed Session Minutes recorded separately)

[CN14](#) Marty Stone, P.E., Assistant Town Manager

Motion to approve a Master Services Agreement, valid through June 30, 2022, with Ellington Contractors, Inc. and authorization for the Town Manager to execute same for pumping, hauling, pipe cleaning, and video inspection services on an as needed basis.

[CN15](#) Shawn Purvis, Assistant Town Manager

Motion to set a Public Hearing for Tuesday, December 17, 2019 at 7:00 pm to receive citizen input regarding the formulation of the Fiscal Year 2020-2021 Annual Budget.

REGULAR MEETING AGENDA

Mayor Olive will call for additional Agenda items from Council or Staff and set the Agenda prior to taking action

PUBLIC FORUM

Public Forum allows the public an opportunity to address the Town Council. The speaker is requested not to address an item that appears as a Public Hearing 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

OLD BUSINESS

UNFINISHED BUSINESS

CLOSED SESSION

WORK SESSION

NEW BUSINESS

NB1

Recognition of Outgoing Council Members

Lance Olive, William S. Jensen, and Wesley M. Moyer will be recognized for their service with the Town

SINE DIE

[applADDDca35b43ee7141afb5da66cd52b4bede](#) Mayor Olive will adjourn the meeting Sine Die.

After a brief recess, Mayor Pro Tem Dozier will reconvene the meeting to begin with the Organizational Proceedings.

ORGANIZATIONAL PROCEEDINGS

[NB1](#)

ORGANIZATIONAL PROCEEDINGS OF THE APEX TOWN COUNCIL

Administering of Oaths

Jacques K. Gilbert, Cheryl F. Stallings, and Terry Mahaffey will take the Oath of Office and be seated on the dais

Selection of Mayor Pro Tempore

Council will vote in a Mayor Pro Tempore, and that person will take the Oath of Office

Appointments of Standing Committees and Liaisons

Mayor Gilbert will appoint Council Committees and Liaisons

NEW BUSINESS

[NB1](#) Donna Hosch, Town Clerk

Motion to approve the Calendar of Town Council meetings for 2020 and 2021, set the start time of the meetings, and set the location of the meeting.

[NB2](#) Audra Killingsworth, Council Member

Discussion regarding Town Council Resolutions

ADJOURNMENT

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 3, 2019

Item Details

Presenter(s): Dianne Khin, Planning Director

Department(s): Planning

Requested Motion

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting Date of Public Hearing on the Question of Annexation – Apex Town Council's intent to annex Tim and Lauren Medlin property containing 1.929 acres located at 6517 Roosondall Court, Annexation #681 into the Town's corporate limits.

Approval Recommended?

Planning Department recommends approval.

Item Details

The Town Clerk certifies to the investigation of said annexation. Adoption of the Resolution authorizes the Town Clerk to advertise said public hearing by electronic means and on the Town of Apex's website. The Public Hearing would be scheduled for the December 17, 2019 Town Council meeting.

Attachments

- Annexation Petition
- Legal Description
- Vicinity Map
- Resolution Directing the Town Clerk to Investigate Petition
- Certificate of Sufficiency by the Town Clerk
- Resolution Setting Date of Public Hearing



PETITION FOR VOLUNTARY ANNEXATION

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.

Application #: 681
Fee Paid \$ 200

Submittal Date: 11/1/19
Check # 1004

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

1. We, the undersigned owners of real property, respectfully request that the area described in Part 4 below be annexed to the Town of Apex, Wake County, North Carolina.
2. The area to be annexed is ☒ contiguous, ☐ non-contiguous (satellite) to the Town of Apex, North Carolina and the boundaries are as contained in the metes and bounds description attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.

Owner Information

TIMOTHY K. MEDLIN
Owner Name (Please Print)

919-622-5650
Phone

LAUREN L. MEDLIN
Owner Name (Please Print)

SAME
Phone

Owner Name (Please Print)
Phone

0743.03-12-0003
Property PIN or Deed Book & Page #

TKfireman@hotmail.com
E-mail Address

SAME
Property PIN or Deed Book & Page #

SAME
E-mail Address

Property PIN or Deed Book & Page #
E-mail Address

Surveyor Information

Surveyor: ROBINSON & PLANTE P.C. - BUDDY PLANTE
Phone: 919 859-6030 Fax: 919 859-6032
E-mail Address: buddy@robinsonplante.com

Annexation Summary Chart

Total Acreage to be annexed:	<u>1.929</u>	Reason for annexation: (select one)	
Population of acreage to be annexed:	<u>4</u>	Receive Town Services	<input checked="" type="checkbox"/>
Existing # of housing units:	<u>1</u>	Other (please specify)	
Zoning District*:	<u>RR</u>		

*If the property to be annexed is not within the Town of Apex's Extraterritorial Jurisdiction, the applicant must also submit a rezoning application with the petition for voluntary annexation to establish an Apex zoning designation. Please contact the Planning Department for questions.

PETITION FOR VOLUNTARY ANNEXATION

Application #: 681

Submittal Date: 11/1/19

COMPLETE IF SIGNED BY INDIVIDUALS:

All individual owners must sign. (If additional signatures are necessary, please attach an additional sheet.)

Timothy Medlin

Please Print

Tim Medlin

Signature

Lauren Medlin

Please Print

Lauren Medlin

Signature

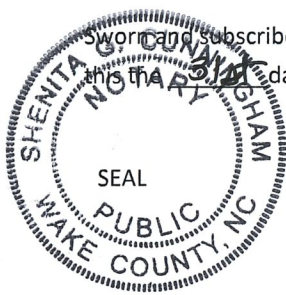
Please Print

Signature

Please Print

Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE



Sworn and subscribed before me, Shenita G. Cunningham, a Notary Public for the above State and County,
this the 31st day of October, 2019.

Shenita G. Cunningham
Notary Public

My Commission Expires: November 19, 2021

COMPLETE IF A CORPORATION:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this the _____ day of _____, 20____.

Corporate Name _____

SEAL

By: _____
President (Signature)

Attest:

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

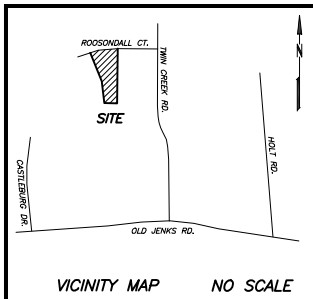
Sworn and subscribed before me, _____, a Notary Public for the above State and County,
this the _____ day of _____, 20____.

Notary Public

SEAL

My Commission Expires: _____

Beginning at a point on the southern right of way of Roosondall Court (50' Public Right of Way) and being the northeastern property corner of Lot 1-A as shown on Book of Maps 1986, Page 259, thence from said Beginning point and leaving said right of way South 00°42'12" West 226.66 feet to an existing iron pipe, thence South 00°43'45" West 269.40 feet to an existing iron pipe, thence North 88°19'25" West 117.00 feet to a point, thence North 06°19'25" West 200.00 feet to a point, thence North 22°36'35" West 250.99 feet to a point on the southern right of way of Roosondall Court (50' Public Right of Way) thence leaving and crossing said right of way North 22°36'35" West 50.33 feet to a point on the northern right of way of Roosondall Court (50' Public Right of way), thence with said right of way, along a curve to the right, having a radius of 528.42 feet, an arc length of 70.50 feet and a chord bearing and distance of North 64°56'51" East 70.45 feet to a point, thence leaving and crossing said right of way South 23°52'10" East 50.06 feet to a point on the southern right of way of Roosondall Court (50' Public Right of Way), thence with said right of way, along a curve to the right, having a radius of 478.42 feet, an arc length of 180.84 feet, and a chord bearing and distance of North 79°52'26" East 179.76 feet to the point and place of Beginning containing 1.929 Acres more or less including 0.082 Acres in the contiguous right of way of Roosondall Court.



ANNEXATION AREA
1.929 ACRES (TOTAL AREA TO BE ANNEXED INCLUDING AREA IN CONTIGUOUS R/W)

ANNEXATION# _____
I, DONNA B. HOSCH, MMC, NCCMC, TOWN CLERK, APEX, NORTH CAROLINA CERTIFY THIS IS A TRUE AND EXACT MAP OF ANNEXATION ADOPTED THE _____ DAY OF _____ BY THE TOWN COUNCIL. I SET MY HAND AND SEAL OF THE TOWN OF APEX, _____ DAY _____ MONTH _____ YEAR

DONNA B. HOSCH, MMC, NCCMC, TOWN CLERK
—SEAL—

- REFERENCES:
1. RESTRICTIONS
D.B. 3646, PG. 420 (TRACT ONE)
D.B. 3790, PG. 616 (TRACT ONE)
 2. B.M. 1985, PG. 1346
 3. TOWN OF APEX ANNEXATION MAPS
B.M. 2006, PG. 1813
B.M. 2013, PG. 1161
B.M. 2017, PG. 1294

- NOTES:
1. PROPERTY WAS NOT SURVEYED BY ROBINSON & PLANTE, P.C. AT THIS TIME. BOUNDARY LINES SHOWN ARE DASHED AND TAKEN FROM B.M. 1999, PG. 55, B.M. 2006, PG. 1813, AND B.M. 2013, PG. 1161.
 2. PROPERTY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. NO TITLE SEARCH HAS BEEN DONE BY ROBINSON & PLANTE, P.C.
 3. PROPERTY IS NOT IN THE 100 YEAR FLOOD BY FEMA FIRM MAP NO. 3720074300J PANEL 0743, EFFECTIVE DATE MAY 2, 2006.
 4. NO I.C. GRID MONUMENT FOUND WITHIN 2,000' OF SUBJECT PROPERTY SURVEYED.
 5. EXISTING APEX CORPORATE LIMITS AS SHOWN ON CORPORATE LIMITS AND EXTRATERRITORIAL MAP OF TOWN OF APEX, NORTH CAROLINA PRINTED FROM TOWN OF APEX WEBSITE ON 10/13/19 AND ASSOCIATED ANNEXATION MAPS SHOWN UNDER REFERENCE 3. PROPERTY IS IN THE TOWN OF APEX ETJ PER TOWN OF APEX MAP.

□ C. 1. THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET. FOR THE PURPOSES OF THIS SUBSECTION, AN "EXISTING PARCEL" OR "EXISTING EASEMENT" IS AN AREA OF LAND DESCRIBED IN A SINGLE, LEGAL DESCRIPTION OR LEGALLY RECORDED SUBDIVISION THAT HAS BEEN OR MAY BE LEGALLY CONVEYED TO A NEW OWNER BY DEED IN ITS EXISTING CONFIGURATION.

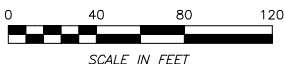
□ D. THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.

NORTH CAROLINA
WAKE COUNTY
STUART E. PLANTE, III, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. DESCRIPTION RECORDED IN REFERENCES AS SHOWN. THAT THE BOUNDARIES NOT SURVEYED ARE DASHED AND DRAWN FROM REFERENCES AS SHOWN. THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1" = 41.289' ±. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 1st DAY OF _____, 2019 A.D.

PROFESSIONAL LAND SURVEYOR
LICENSE NO. L-4432

PRELIMINARY PLAT—NOT FOR RECORDATION, CONVEYANCES, OR SALES

NOTE: MISCELLANEOUS INFORMATION WAS DISTRIBUTED BY THE COMPASS METHOD. THE DISTANCES ON THIS MAP ARE ADJUSTED HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED. ALL AREA CALCULATED BY COORDINATE COMPUTATION.



EXISTING APEX CORPORATE LIMITS
B.M. 2006, PG. 1813
B.M. 2013, PG. 1161

ROOSONDALL COURT
(50' PUBLIC R/W)
B.M. 1986, PG. 259

ANNEXATION AREA IN CONTIGUOUS R/W
0.082 ACRES

ANNEXATION AREA IN LOT
1.847 ACRES

TIMOTHY K. MEDLIN and wife
LAUREN L. MEDLIN
TRACT ONE
D.B. 15010, PG. 2340
PART OF LOT 1-A
B.M. 1999, PG. 55
1.847 AC. LOT
B.M. 1986, PG. 259
PIN 0743.03-12-0883

JAMES M. TAYLOR and wife
ANNETTE R. TAYLOR
D.B. 3451, PG. 296
LOT 9
B.M. 1975, PG. 184
PIN 0743.03-12-3971

PRIVATE PARKING EASEMENT
(FOR LOT 1A MEDLIN PROPERTY)
B.M. 2017, PG. 1386

ANTHONY J. PEASE and wife
ANITA W. PEASE
D.B. 16872, PG. 80
LOT 7A
B.M. 1995, PG. 678
B.M. 2017, PG. 1294
B.M. 2017, PG. 1386
PIN 0743.03-12-3761

JESSE RANDALL NEWSOME and wife
KAREN R. NEWSOME
D.B. 6581, PG. 436
LOT 7
B.M. 2017, PG. 85
B.M. 1995, PG. 678
B.M. 1975, PG. 184
PIN 0743.03-12-3570

TIMOTHY K. MEDLIN and wife
LAUREN L. MEDLIN
TRACT TWO
D.B. 15010, PG. 2340
PART OF LOT 1-A
0.305 AC. LOT
B.M. 1999, PG. 55
PIN 0743.03-12-1427

TOWN OF APEX
ZONE 3 BUFFER
TAKEN FROM
D.B. 16318, PG. 2773

JACOB LEWIS SUGG and wife
KATHLEEN H. SUGG
D.B. 3806, PG. 16
PART OF LOT 1-B
B.M. 1999, PG. 55
0.289 AC. LOT
B.M. 1986, PG. 259
PIN 0743.03-02-9713

NEW APEX CORPORATE LIMITS

10' PRIVATE SANITARY SEWER EASEMENT
B.M. 2017, PG. 1386

EXISTING WOOD SHED
EXISTING SHOP

EXISTING APEX CORPORATE LIMITS

JACOB LEWIS SUGG and wife
KATHLEEN H. SUGG
D.B. 8221, PG. 808
PART OF LOT 1-B
0.289 AC. LOT
B.M. 1999, PG. 55
PIN 0743.03-02-9498

20' TOWN OF APEX SANITARY SEWER EASEMENT
D.B. 16318, PG. 2773

50' RIPARIAN BUFFER TAKEN FROM
D.B. 16318, PG. 2773

EXISTING APEX CORPORATE LIMITS

THE SOLE PURPOSE OF THIS MAP IS FOR ANNEXATION PURPOSES ONLY. NOT ALL EASEMENTS, RESTRICTIONS, AND STRUCTURES MAY BE SHOWN.

LEGEND
(IPF)—IRON PIPE FOUND
(X)—CALCULATED POINT
(POB)—POINT OF BEGINNING
XXX—ADDRESS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 88°19'25" W	117.00'

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT
C1	7°38'38"	528.42'	70.50'	70.45'	35.30'
C2	21°39'25"	478.42'	180.84'	179.76'	91.51'

OWNERS:
TIMOTHY K. MEDLIN
LAUREN L. MEDLIN
6517 ROOSONDALL CT.
APEX, NC 27523

REVISIONS		CONTIGUOUS ANNEXATION MAP FOR THE TOWN OF APEX		ROBINSON & PLANTE, P.C. LAND SURVEYING C-2687 970 TRINITY ROAD RALEIGH, NC 27607 PHONE: (919)859.6030 FAX: (919)859-6032	
TOWNSHIP:	WHITE OAK	COUNTY:	WAKE	SURVEY DATE:	10-23-19
STATE:	NORTH CAROLINA	CHECKED & CLOSURE BY:	SEP	SURVEYED BY:	CB
ZONE:	RR	P.I.N.:	0743.03-12-0883	SCALE:	1"=40'
				DRAWN BY:	KW
				FILE:	MEDLINANNEX



Annexation #681

Sutton Place

Hill Hollow Way

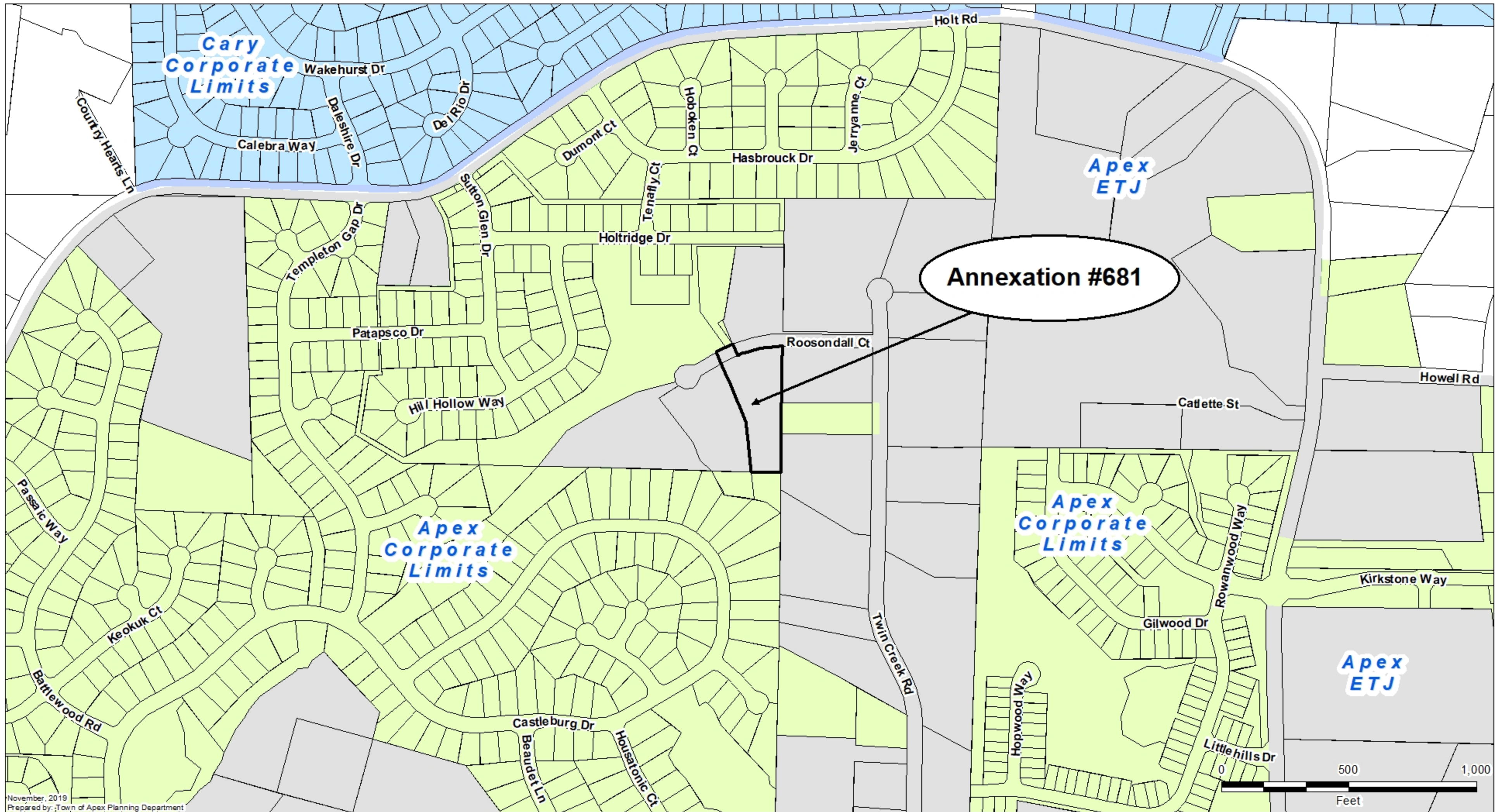
Roosondall Ct

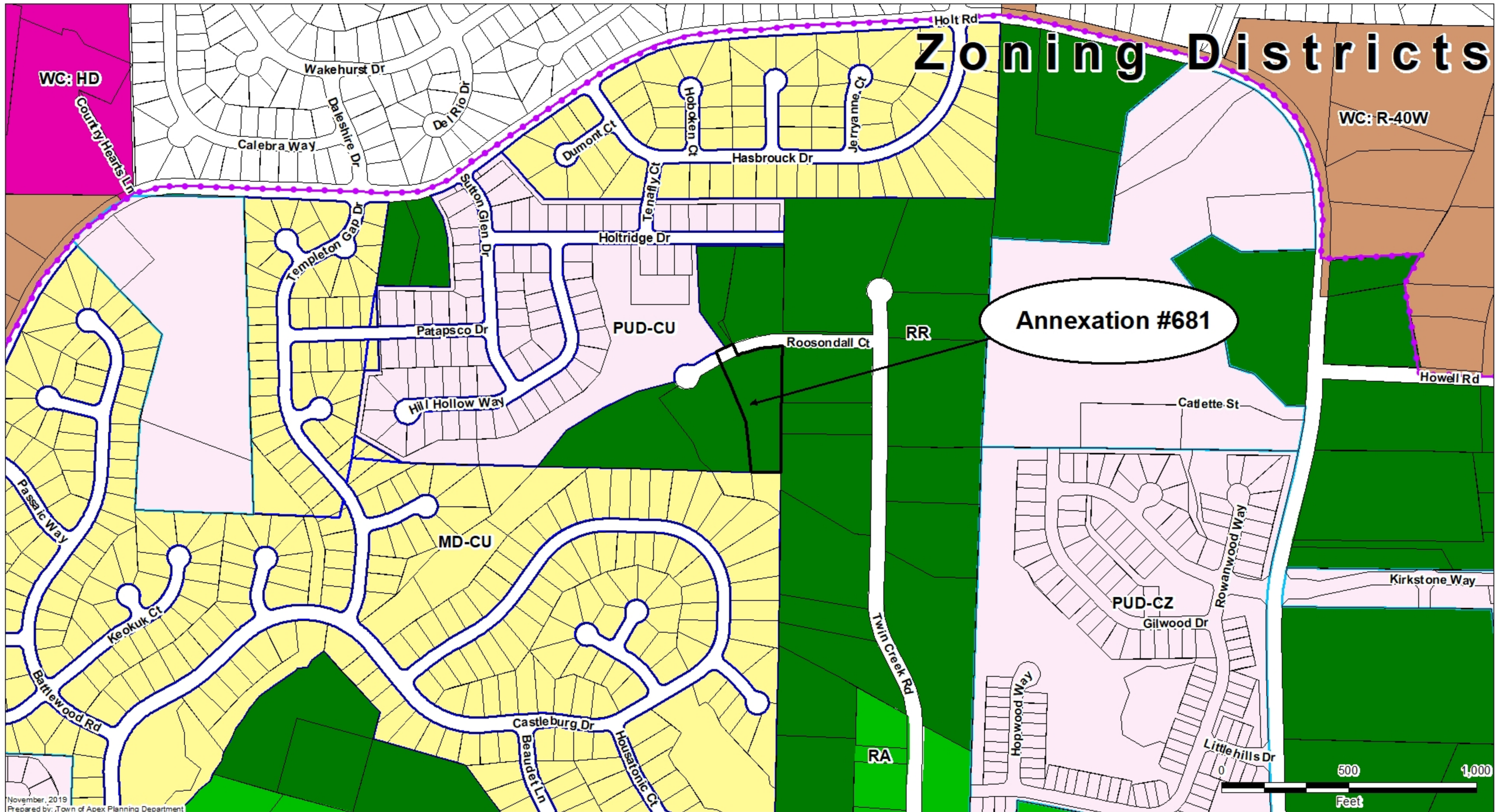
Twin Creek Rd

Castleburg Dr

November, 2019
November 2019 Aerial Photography
Prepared by: Town of Apex Planning Department

0 150 300
Feet







RESOLUTION DIRECTING THE TOWN CLERK
TO INVESTIGATE PETITION RECEIVED UNDER G.S. § 160A-31

Annexation Petition #681
6517 Roosondall Court

WHEREAS, G.S. §160-A 31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Apex deems it advisable to proceed in response to this request for annexation;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Apex, that the Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify to the Town Council the result of her investigation.

This the 3rd day of December 2019.

Lance Olive
Mayor

ATTEST:

Donna B. Hosch, MMC, NCCMC
Town Clerk



CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition #681
6517 Roosondall Court

To: The Town Council of the Town of Apex, North Carolina

I, Donna B. Hosch, Town Clerk, do hereby certify that I have investigated the annexation petition attached hereto, and have found, as a fact, that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. § 160A-31, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Apex, North Carolina this 3rd day of December 2019.

Donna B. Hosch, MMC, NCCMC
Town Clerk

(Seal)

PETITION FOR VOLUNTARY ANNEXATION

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Application #: 681
Fee Paid \$ 200

Submittal Date: 11/1/19
Check # 1004

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

1. We, the undersigned owners of real property, respectfully request that the area described in Part 4 below be annexed to the Town of Apex, Wake County, North Carolina.
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Owner Information

TIMOTHY K. MEDLIN
Owner Name (Please Print)

919-622-5650
Phone

LAUREN L. MEDLIN
Owner Name (Please Print)

SAME
Phone

Owner Name (Please Print)
Phone

0743.03-12-0003
Property PIN or Deed Book & Page #

TKfireman@hotmail.com
E-mail Address

SAME
Property PIN or Deed Book & Page #

SAME
E-mail Address

Property PIN or Deed Book & Page #
E-mail Address

Surveyor Information

Surveyor: ROBINSON & PLANTE P.C. - BUDDY PLANTE
Phone: 919 859-6030 Fax: 919 859-6032
E-mail Address: buddy@robinsonplante.com

Annexation Summary Chart

Total Acreage to be annexed:	<u>1.929</u>	Reason for annexation: (select one)	
Population of acreage to be annexed:	<u>4</u>	Receive Town Services	<input checked="" type="checkbox"/>
Existing # of housing units:	<u>1</u>	Other (please specify)	
Zoning District*:	<u>RR</u>		

*If the property to be annexed is not within the Town of Apex's Extraterritorial Jurisdiction, the applicant must also submit a rezoning application with the petition for voluntary annexation to establish an Apex zoning designation. Please contact the Planning Department for questions.

PETITION FOR VOLUNTARY ANNEXATION

Application #: 681

Submittal Date: 11/1/19

COMPLETE IF SIGNED BY INDIVIDUALS:

All individual owners must sign. (If additional signatures are necessary, please attach an additional sheet.)

Timothy Medlin

Please Print

Tim Medlin

Signature

Lauren Medlin

Please Print

Lauren Medlin

Signature

Please Print

Signature

Please Print

Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE



Sworn and subscribed before me, Shenita G. Cunningham a Notary Public for the above State and County,
this the 1st day of October, 2019.

Shenita G. Cunningham
Notary Public

My Commission Expires: November 19, 2021

COMPLETE IF A CORPORATION:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this the _____ day of _____, 20____.

Corporate Name _____

SEAL

By: _____
President (Signature)

Attest:

Secretary (Signature) _____

STATE OF NORTH CAROLINA
COUNTY OF WAKE

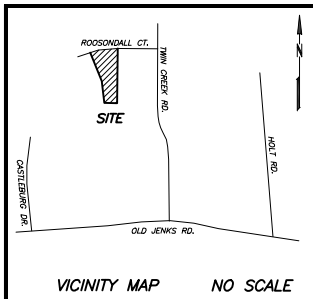
Sworn and subscribed before me, _____, a Notary Public for the above State and County,
this the _____ day of _____, 20____.

Notary Public

SEAL

My Commission Expires: _____

Beginning at a point on the southern right of way of Roosondall Court (50' Public Right of Way) and being the northeastern property corner of Lot 1-A as shown on Book of Maps 1986, Page 259, thence from said Beginning point and leaving said right of way South 00°42'12" West 226.66 feet to an existing iron pipe, thence South 00°43'45" West 269.40 feet to an existing iron pipe, thence North 88°19'25" West 117.00 feet to a point, thence North 06°19'25" West 200.00 feet to a point, thence North 22°36'35" West 250.99 feet to a point on the southern right of way of Roosondall Court (50' Public Right of Way) thence leaving and crossing said right of way North 22°36'35" West 50.33 feet to a point on the northern right of way of Roosondall Court (50' Public Right of way), thence with said right of way, along a curve to the right, having a radius of 528.42 feet, an arc length of 70.50 feet and a chord bearing and distance of North 64°56'51" East 70.45 feet to a point, thence leaving and crossing said right of way South 23°52'10" East 50.06 feet to a point on the southern right of way of Roosondall Court (50' Public Right of Way), thence with said right of way, along a curve to the right, having a radius of 478.42 feet, an arc length of 180.84 feet, and a chord bearing and distance of North 79°52'26" East 179.76 feet to the point and place of Beginning containing 1.929 Acres more or less including 0.082 Acres in the contiguous right of way of Roosondall Court.



ANNEXATION AREA
1.929 ACRES (TOTAL AREA TO BE ANNEXED INCLUDING AREA IN CONTIGUOUS R/W)

ANNEXATION# _____
I, DONNA B. HOSCH, MMC, NCCMC, TOWN CLERK, APEX, NORTH CAROLINA CERTIFY THIS IS A TRUE AND EXACT MAP OF ANNEXATION ADOPTED THE _____ DAY OF _____ BY THE TOWN COUNCIL. I SET MY HAND AND SEAL OF THE TOWN OF APEX, _____ DAY _____ MONTH _____ YEAR

DONNA B. HOSCH, MMC, NCCMC, TOWN CLERK
—SEAL—

- REFERENCES:
1. RESTRICTIONS
D.B. 3646, PG. 420 (TRACT ONE)
D.B. 3790, PG. 616 (TRACT ONE)
B.M. 1985, PG. 1346
 2. TOWN OF APEX ANNEXATION MAPS
B.M. 2006, PG. 1813
B.M. 2013, PG. 1161
B.M. 2017, PG. 1294

- NOTES:
1. PROPERTY WAS NOT SURVEYED BY ROBINSON & PLANTE, P.C. AT THIS TIME. BOUNDARY LINES SHOWN ARE DASHED AND TAKEN FROM B.M. 1999, PG. 55, B.M. 2006, PG. 1813, AND B.M. 2013, PG. 1161.
 2. PROPERTY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. NO TITLE SEARCH HAS BEEN DONE BY ROBINSON & PLANTE, P.C.
 3. PROPERTY IS NOT IN THE 100 YEAR FLOOD BY FEMA FIRM MAP NO. 3720074300J PANEL 0743, EFFECTIVE DATE MAY 2, 2006.
 4. NO I.C. GRID MONUMENT FOUND WITHIN 2,000' OF SUBJECT PROPERTY SURVEYED.
 5. EXISTING APEX CORPORATE LIMITS AS SHOWN ON CORPORATE LIMITS AND EXTRATERRITORIAL MAP OF TOWN OF APEX, NORTH CAROLINA PRINTED FROM TOWN OF APEX WEBSITE ON 10/13/19 AND ASSOCIATED ANNEXATION MAPS SHOWN UNDER REFERENCE 3. PROPERTY IS IN THE TOWN OF APEX ETJ PER TOWN OF APEX MAP.

□ C. 1. THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET. FOR THE PURPOSES OF THIS SUBSECTION, AN "EXISTING PARCEL" OR "EXISTING EASEMENT" IS AN AREA OF LAND DESCRIBED IN A SINGLE, LEGAL DESCRIPTION OR LEGALLY RECORDED SUBDIVISION THAT HAS BEEN OR MAY BE LEGALLY CONVEYED TO A NEW OWNER BY DEED IN ITS EXISTING CONFIGURATION.

□ D. THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.

NORTH CAROLINA
I, _____, STUART E. PLANTE III, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. DESCRIPTION RECORDED IN REFERENCES AS SHOWN. THAT THE BOUNDARIES NOT SURVEYED ARE DASHED AND DRAWN FROM REFERENCES AS SHOWN. THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1"=41.266'. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 1st DAY OF _____, 2019 A.D.

PROFESSIONAL LAND SURVEYOR

LICENSE NO. 1-4432

PRELIMINARY PLAT—NOT FOR RECORDATION, CONVEYANCES, OR SALES

NOTE:
MISCLOSURE WAS DISTRIBUTED BY THE COMPASS METHOD. THE DISTANCES ON THIS MAP ARE ADJUSTED HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED. ALL AREA CALCULATED BY COORDINATE COMPUTATION.



EXISTING APEX
CORPORATE LIMITS
B.M. 2006, PG. 1813
B.M. 2013, PG. 1161

ROOSONDALL COURT
(50' PUBLIC R/W)
B.M. 1986, PG. 259

ANNEXATION AREA
IN CONTIGUOUS R/W
0.082 ACRES

ANNEXATION AREA
IN LOT
1.847 ACRES

TIMOTHY K. MEDLIN
and wife
LAUREN L. MEDLIN
TRACT ONE
D.B. 15010, PG. 2340
PART OF LOT 1-A
B.M. 1999, PG. 55
1.847 AC. LOT
B.M. 1986, PG. 259
PIN 0743.03-12-0883

JAMES M. TAYLOR
and wife
ANNETTE R. TAYLOR
D.B. 3451, PG. 296
LOT 9
B.M. 1975, PG. 184
PIN 0743.03-12-3971

PRIVATE PARKING
EASEMENT
(FOR LOT 1A MEDLIN PROPERTY)
B.M. 2017, PG. 1386

ANTHONY J. PEASE
and wife
ANITA W. PEASE
D.B. 16872, PG. 80
LOT 7A
B.M. 1995, PG. 678
B.M. 2017, PG. 1294
B.M. 2017, PG. 1386
PIN 0743.03-12-3761

JESSE RANDALL NEWSOME
and wife
KAREN R. NEWSOME
D.B. 6581, PG. 436
LOT 7
B.M. 2017, PG. 85
B.M. 1995, PG. 678
B.M. 1975, PG. 184
PIN 0743.03-12-3570

TIMOTHY K. MEDLIN
and wife
LAUREN L. MEDLIN
TRACT TWO
D.B. 15010, PG. 2340
PART OF LOT 1-A
0.305 AC. LOT
B.M. 1999, PG. 55
PIN 0743.03-12-1427

TOWN OF APEX
ZONE 3 BUFFER
TAKEN FROM
D.B. 16318, PG. 2773

JACOB LEWIS SUGG
and wife
KATHLEEN H. SUGG
D.B. 8221, PG. 808
PART OF LOT 1-B
0.289 AC. LOT
B.M. 1999, PG. 55
PIN 0743.03-02-9498

EXISTING APEX
CORPORATE LIMITS

20' TOWN OF APEX
SANITARY SEWER
EASEMENT
D.B. 16318, PG. 2773

50' RIPARIAN
BUFFER
TAKEN FROM
D.B. 16318, PG. 2773

EXISTING APEX
CORPORATE LIMITS

6" OF CREEK
IS PROPERTY LINE
B.M. 1999, PG. 55

THE SOLE PURPOSE OF THIS MAP IS FOR ANNEXATION PURPOSES ONLY. NOT ALL EASEMENTS, RESTRICTIONS, AND STRUCTURES MAY BE SHOWN.

LEGEND
(IPF)—IRON PIPE FOUND
(X)—CALCULATED POINT
(POB)—POINT OF BEGINNING
XXX—ADDRESS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 88°19'25" W	117.00'

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT
C1	7°38'38"	528.42'	70.50'	70.45'	35.30'
C2	21°39'25"	478.42'	180.84'	179.76'	91.51'

REVISIONS		CONTIGUOUS ANNEXATION MAP FOR THE TOWN OF APEX		ROBINSON & PLANTE, P.C. LAND SURVEYING C-2687 970 TRINITY ROAD RALEIGH, NC 27607 PHONE: (919)859.6030 FAX: (919)859-6032	
		TOWNSHIP: WHITE OAK	COUNTY: WAKE	SURVEY DATE: 10-23-19	SURVEYED BY: CB
		STATE: NORTH CAROLINA		SCALE: 1"=40'	DRAWN BY: KW
		ZONE: RR	P.I.N.: 0743.03-12-0883	CHECKED & CLOSURE BY: SEP	FILE: MEDLINANNEX

Wake County Real Estate Data Account Summary

Real Estate ID **0146775** PIN # **0743120883**

Location Address
6517 ROOSONDALL CT

Property Description
LO1A PROP OF DON SUTTON BM1986-00259

Account
Search

[Pin/Parcel History](#) [Search Results](#) [New Search](#)

Account | [Buildings](#) | [Land](#) | [Deeds](#) | [Notes](#) | [Sales](#) | [Photos](#) | [Tax Bill](#) | [Map](#)



Property Owner MEDLIN, TIMOTHY K & LAUREN L (Use the Deeds link to view any additional owners)		Owner's Mailing Address 6517 ROOSONDALL CT APEX NC 27523-9658	Property Location Address 6517 ROOSONDALL CT APEX NC 27523-9658
Administrative Data Old Map # 569-00000-0147 Map/Scale 0743 03 VCS 20AP900 City Fire District 23 Township WHITE OAK Land Class R-<10-HS ETJ AP Spec Dist(s) Zoning RR History ID 1 History ID 2 Acreage 1.85 Permit Date 4/29/2013 Permit # 0000030038		Transfer Information Deed Date 11/9/2012 Book & Page 15010 2340 Revenue Stamps 658.00 Pkg Sale Date 11/9/2012 Pkg Sale Price \$311,892 Land Sale Date Land Sale Price Improvement Summary Total Units 1 Recycle Units 1 Apt/SC Sqft Heated Area 2,083	Assessed Value Land Value \$184,500 Assessed Bldg. Value \$185,161 Assessed Tax Relief Land Use Value Use Value Deferment Historic Deferment Total Deferred Value Use/Hist/Tax Relief Assessed Total Value \$369,661 Assessed*

*Wake County assessed building and land values reflect the market value as of January 1, 2016, which is the date of the last county-wide revaluation. Any inflation, deflation or other economic changes occurring after this date does not affect the assessed value of the property and cannot be lawfully considered when reviewing the value for adjustment.

The January 1, 2016 values will remain in effect until the next county-wide revaluation. Until that time, any real estate accounts created or new construction built is assessed according to the 2016 Schedule of Values.

For questions regarding the information displayed on this site, please contact the Department of Tax Administration at Taxhelp@wakegov.com or call 919-856-5400.



RESOLUTION SETTING DATE OF PUBLIC HEARING
ON THE QUESTION OF ANNEXATION PURSUANT TO G.S. § 160A-31 AS AMENDED

Annexation Petition #681
6517 Rosondall Court

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the Town Council of Apex, North Carolina has by Resolution directed the Town Clerk to investigate the sufficiency thereof; and

WHEREAS, Certification by the Town Clerk as to the sufficiency of said petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Apex, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Apex Town Hall at 7:00 o'clock p.m. on the 17th day of December 2019.

Section 2. The area proposed for annexation is described as attached.

Section 3. Notice of said public hearing shall be published on the Town of Apex Website, www.apexnc.org, Public Notice, at least ten (10) days prior to the date of said public hearing.

This the 3rd day of December 2019.

Lance Olive, Mayor

ATTEST:

Donna B. Hosch, MMC, NCCMC, Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 3, 2019

Item Details

Presenter(s): Sarah Rayfield, Senior Planner

Department(s): Planning

Requested Motion

Motion to approve Statement of the Town Council for Rezoning Case #19CZ02, Morris Acres PUD, Kaplan Residential/Edith S. Morris/ Jason Barron, Morningstar Law Group petitioners for the property located at 0, 7208 and 7208B Morris Acres Road.

Approval Recommended?

Planning Department recommends approval.

Item Details

Rezoning Case #19CZ02 was denied at the November 19, 2019 Town Council Meeting

Attachments

- Statement of the Town Council



**STATEMENT OF THE APEX TOWN COUNCIL PURSUANT TO G.S. 160A-383
ADDRESSING ACTION ON ZONING PETITION #19CZ02**

Kaplan Residential/Edith S. Morris/ Jason Barron, Morningstar Law Group, owner/applicant (the "Applicant"), submitted a completed application for a conditional zoning on the 1st day of February 2019 (the "Application"). The proposed conditional zoning is designated #19CZ02.

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 #19CZ02 before the Planning Board on the 1st day of November 2019.

Pursuant to G.S. §160A-384 and Sec. 2.2.11(E) of the Unified Development Ordinance, the Planning Director caused proper notice to be given (by publication and posting), of a public hearing on #19CZ02 before the Town Council on the 1st day of November 2019.

The Apex Planning Board held a public hearing on the 12th day of November 2019, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #19CZ02. A motion was made at the Apex Planning Board to recommend approval; the motion passed unanimously for the application for #19CZ02.

The Apex Town Council held a public hearing on the 19th day of November 2019. Sarah Rayfield, Senior Planner, presented the Planning Board's recommendation at the public hearing.

All persons who desired to present information relevant to the application for #19CZ02 and who were residents of Apex or its extraterritorial jurisdiction, or who owned property adjoining the property for which the conditional zoning is sought, 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 by a vote of 4 to 1 denied Application #19CZ02 to rezone the subject tract located at 0, 7208 and 7208B Morris Acres Road from Rural Residential (RR) to Planned Unit Development-Conditional Zoning (PUD-CZ).

Although the rezoning petition to Planned Unit Development-Conditional Zoning is consistent with the Medium Density Residential designation of the 2045 Land Use Map for the subject properties, the Apex Town Council finds that the proposed rezoning is not consistent with the Apex Peak Plan 2030 in that it does not promote the use of green building techniques and the denial of the proposed rezoning is reasonable and in the public interest in that the proposed rezoning would have negative environmental impacts due to preexisting stormwater conditions.

STATEMENT OF THE APEX TOWN COUNCIL ZONING PETITION #19CZ02
PAGE 2

Lance Olive
Mayor

ATTEST:

Donna B. Hosch, MMC, NCCMC
Town Clerk

Date

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 3, 2019

Item Details

Presenter(s): Liz Loffin, Senior Planner

Department(s): Planning

Requested Motion

Motion to approve Statement of the Town Council and Ordinance for Rezoning Case #19CZ18, Maureen Hughes, petitioner, for the property located on 113 West Street.

Approval Recommended?

Planning Department recommends approval.

Item Details

Rezoning Case #19CZ18 was approved at the November 19, 2019 Town Council Meeting

Attachments

- Statement of the Town Council
- Ordinance to Amend the Official Zoning District Map



**STATEMENT OF THE APEX TOWN COUNCIL PURSUANT TO G.S. 160A-383
ADDRESSING ACTION ON ZONING PETITION #19CZ18**

Maureen Hughes, owner/applicant (the "Applicant"), submitted a completed application for a conditional zoning on the 3rd day of September 2019 (the "Application"). The proposed conditional zoning is designated #19CZ18.

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 #19CZ18 before the Planning Board held on the 12th day of November 2019.

Pursuant to G.S. §160A-384 and Sec. 2.2.11(E) of the Unified Development Ordinance, the Planning Director caused proper notice to be given (by publication and posting), of a public hearing on #19CZ18 before the Town Council on the 19th day of November 2019.

The Apex Planning Board held a public hearing on the 12th day of November 2019, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #19CZ18. A motion was made at the Apex Planning Board to recommend approval; the motion passed unanimously for the application for #19CZ18.

The Apex Town Council held a public hearing on the 19th day of November 2019. Liz Loftin, Senior Planner, presented the Planning Board's recommendation at the public hearing.

All persons who desired to present information relevant to the application for #19CZ18 and who were residents of Apex or its extraterritorial jurisdiction, or who owned property adjoining the property for which the conditional zoning is sought, 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 by a vote of 5 to 0 approved Application #19CZ18 rezoning the subject tract located on 113 West Street from Office & Institutional (O&I) to Medium Density-Conditional Zoning (MD-CZ).

The Apex Town Council finds that the approval of the rezoning is consistent with the 2045 Land Use Plan and other adopted plans in that: The 2045 Land Use Map designates this area as Medium Density Residential. This designation on the 2045 Land Use Map includes the zoning district Medium Density-Conditional Zoning (MD-CZ) and the Apex Town Council has further considered that the proposed rezoning to Medium Density-Conditional Zoning (MD-CZ) will maintain the character and appearance of the area and provide the flexibility to accommodate the growth in population, economy, and infrastructure consistent with that contemplated by the 2045 Land Use Map.

STATEMENT OF THE APEX TOWN COUNCIL ZONING PETITION #19CZ18
PAGE 2

The Apex Town Council finds that the approval of the rezoning is reasonable and in the public interest in that it will allow the existing single-family home to become a conforming use. This will allow the property owner to make significant improvements to the home including the construction of an accessory structure in the back yard, which is currently prohibited due to the nonconforming status of the use. The rezoning will encourage compatible development of the property and increase the tax base.

Lance Olive
Mayor

ATTEST:

Donna B. Hosch, MMC, NCCMC
Town Clerk

Date

**ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO
CHANGE THE ZONING OF APPROXIMATELY .19 ACRES LOCATED ON 113 WEST STREET FROM
OFFICE AND INSTITUTIONAL (O&I) TO MEDIUM DENSITY-CONDITIONAL ZONING (MD-CZ)
#19CZ18**

WHEREAS, the application of Maureen Hughes, petitioner, for the rezoning of lands hereinafter described was duly filed with the office of the Planning Director and thereafter public hearings were held hereon on the 12th day of November 2019 before the Planning Board and the 19th day of November 2019, before the Town Council, respectively, pursuant to due notice mailed and published pursuant to G.S. § 160A-384. Thereafter, the Planning Board submitted its final report to the Town Council recommending approval of said application for the rezoning of the lands hereinafter described, all in accordance with the requirements of the Town of Apex Unified Development Ordinance and the provisions of Chapter 160A, Article 19, of the North Carolina General Statutes; **NOW, THEREFORE**,

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF APEX

Section 1: The lands that are the subject of the Ordinance are those certain lands described in Attachment "A" – Legal Description which is incorporated herein by reference, and said lands are hereafter referred to as the "Rezoned Lands."

Section 2: The Town of Apex Unified Development Ordinance, including the Town of Apex North Carolina Official Zoning District Map which is a part of said Ordinance, is hereby amended by changing the zoning classification of the "Rezoned Lands" from Office & Institutional (O&I) to Medium Density-Conditional Zoning (MD-CZ) District, subject to the conditions stated herein.

Section 3: The "Rezoned Lands" are subject to all of the following conditions which are imposed as part of this rezoning:

Zoning Conditions:

The Rezoned Lands may be used for, and only for, the uses listed immediately below. The permitted uses are subject to the limitations and regulations stated in the UDO and any additional limitations or regulations stated below. For convenience, some relevant sections of the UDO may be referenced; such references do not imply that other sections of the UDO do not apply.

1. Accessory Apartment
2. Single Family
3. Utility, minor

Section 4: The Planning Director is hereby authorized and directed to cause the said Official Zoning District Map for the Town of Apex, North Carolina, to be physically revised and amended to reflect the zoning changes ordained by this Ordinance.

Section 5: The “Rezoned Lands” shall be perpetually bound to the conditions imposed including the uses authorized, unless subsequently changed or amended as provided for in the Unified Development Ordinance. Site plans for any development to be made pursuant to this amendment to the Official Zoning District Map shall be submitted for site plan approval as provided for in the Unified Development Ordinance.

Section 6: This ordinance shall be in full force and effect from and after its adoption.

Motion by Council Member_____

Seconded by Council Member_____

With ____ Council Member(s) voting "aye."

With ____ Council Member(s) voting "no."

This the ____ day of _____ 2019.

TOWN OF APEX

Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: _____

Submittal Date: _____

Insert legal description below.

FOLOWING LEGAL DESCRIPTION IS PART OF DEED BOOK 17510 PAGE 1494-1495.

BEGINNING at a stake on the corner of West and First Street (formerly known as Elwood Street), running nearly East, with West Street, 60 feet to a stake on said street; thence nearly South, 150 feet to a stake, Mary Richard on's corner; thence nearly West, with Mary Richardson's line, 60 feet to a stake on First Street; thence North, with First Street, 150 feet to the BEGINNING. This lot is in southern Apex, fronts West Street, 60 feet, and it fronts First Street, 150 feet, containing 9000 square feet, more or less, save for and excepting that 0 .012 acre portion, more or less, conveyed to the Town of Apex by deed of right of way, recorded May 3, 2010 at Deed Book 13929 ,Page 1451,Wake County Registry, and that 0.005 acre portion, more or less, conveyed to the Town of Apex by deed of right of way recorded March 25, 2011. Property conveyed is shown on that deed recorded at Deed Book 13929 , Page 1451, save and excepting those rights of way herein referenced.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 3, 2019

Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning

Requested Motion

Motion to approve Statement of the Town Council for Rezoning Case #19CZ19, Michael Pfeifer & Jennifer Crank, petitioners for the properties located at 3605 & 3700 Old US 1 Hwy.

Approval Recommended?

Planning Department recommends approval.

Item Details

Rezoning Case #19CZ19 was approved at the November 19, 2019 Town Council Meeting

Attachments

- Statement of the Town Council



**STATEMENT OF THE APEX TOWN COUNCIL PURSUANT TO G.S. 160A-383
ADDRESSING ACTION ON ZONING PETITION #19CZ19**

Michael Pfeifer & Jennifer Crank, owner/applicant (the "Applicant"), submitted a completed application for a conditional zoning on the 3rd day of September 2019 (the "Application"). The proposed conditional zoning is designated #19CZ19.

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 #19CZ19 before the Planning Board held on the 12th day of November 2019.

The Apex Planning Board held a public hearing on the 12th day of November 2019, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #19CZ19. A motion was made at the Apex Planning Board to recommend approval; the motion passed unanimously for the application for #19CZ19.

Pursuant to G.S. §160A-384 and Sec. 2.2.11.E of the Unified Development Ordinance, the Planning Director caused proper notice to be given (by publication and posting), of a public hearing on #19CZ19 before the Town Council on the 19th day of November 2019.

The Apex Town Council held a public hearing on the 19th day of November 2019. Amanda Bunce, Current Planning Manager, presented the Planning Board's recommendation at the public hearing.

All persons who desired to present information relevant to the application for #19CZ19 and who were residents of Apex or its extraterritorial jurisdiction, or who owned property adjoining the property for which the conditional zoning is sought, 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 by a vote of 5 to 0 approved Application #19CZ19 rezoning the subject tracts located at 3605 & 3700 Old US 1 Hwy from Wake County Residential-40W (R-40W) & Wake County Highway Commercial (HC) to Mixed Office-Residential-Retail-Conditional Zoning (MORR-CZ).

The Apex Town Council finds that the approval of the rezoning is consistent with the 2045 Land Use Plan and other adopted plans in that the 2045 Land Use Map designates this area as Office Employment/Commercial Services. This designation on the 2045 Land Use Map includes the zoning district Mixed Office-Residential-Retail-Conditional Zoning (MORR-CZ) and the Apex Town Council has further considered that the proposed rezoning to Mixed Office-Residential-Retail-Conditional Zoning (MORR-CZ) will maintain the character and appearance of the area and provide the flexibility to accommodate the growth in population, economy, and infrastructure consistent with that contemplated by the 2045 Land Use Map.

STATEMENT OF THE APEX TOWN COUNCIL ZONING PETITION #19CZ19
PAGE 2

The Apex Town Council finds that the approval of the rezoning is reasonable and in the public interest in that it will allow both properties to connect to Town water and maintain the existing uses, while providing flexibility for future development. The rezoning will encourage compatible development of the property and increase the tax base.

Lance Olive
Mayor

ATTEST:

Donna B. Hosch, MMC, NCCMC
Town Clerk

Date

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 3, 2019

Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning Department

Requested Motion

Motion to approve the Statement of the Apex Town Council pursuant to G.S. 160A-383 addressing action on the various Unified Development Ordinance (UDO) Amendments of November 17, 2019.

Approval Recommended?

The Planning Department recommends approval.

Item Details

Attachments

- Statement of the Apex Town Council



STATEMENT OF THE APEX TOWN COUNCIL PURSUANT TO G.S. 160A-383 ADDRESSING ACTION ON UNIFIED DEVELOPMENT ORDINANCE (UDO) AMENDMENTS OF NOVEMBER 19, 2019

Pursuant to G.S. §160A-384 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 19th day of November 2019.

The Apex Town Council held a public hearing on the 19th day of November 2019. Amanda Bunce, Current Planning Manager, presented the Planning Board's vote to recommend approval of items 2-5 by a vote of 6-0 and denial of item 1 by a vote of 6-0 at the public hearing.

All persons who desired to present information relevant to the UDO Amendments and who were residents of Apex or its extraterritorial jurisdiction 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 by a vote of 5 to 0 denied the UDO amendment for Sec. 2.2.18.B.5 reviewed as item 1.

The Apex Town Council finds from information and testimony provided at the public hearing that the denial of this UDO Amendment is 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 Sec. 2.2.18.B.5 *Conduct of Public Hearing, Continuance of Public Hearing* as written would not address the concerns expressed by the Town Council regarding the right of applicants to have one automatic continuance granted.

The Town Council by a vote of 5 to 0 approved the Ordinance for UDO Amendments reviewed as items 2-5.

The Apex Town Council finds from information and testimony provided at the public hearing that the approval of the UDO Amendments (items 2-5) of November 19, 2019 is 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 Sec. 4.5.5.G *Home Occupation, No External Evidence* updates the standard to add websites or social media as places that the street address of a home occupation cannot be advertised.
2. The amendments to UDO Sec. 4.6.1.C.9 *Temporary Uses and Structures, Uses Allowed, Other Temporary Uses* update the wording of the standard to be consistent with the general standard recently adopted in Sec. 4.6.1.B *Temporary Uses and Structures, General Regulations*.
3. The amendments to UDO Sec. 9.1.2.B *Design Standards, General, Applicability* clarify that the design standards do not apply to one- and two-family dwellings per State law.

4. The amendments to UDO Sec. 6.3.1.I *Small Town Character Overlay District, Adaptive Reuse of Historic Residential Structures* increases the distance between a use and shared parking from 300' to 600' to be consistent with the distance approved for all other locations as found in Sec. 8.3.9 *Off-Street Parking Alternatives*.

Lance Olive
Mayor

ATTEST:

Donna B. Hosch, MMC, NCCMC
Town Clerk

Date

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 3, 2019

Item Details

Presenter(s): Lauren Staudenmaier, Planner I

Department(s): Planning Department

Requested Motion

Motion to set Public Hearing for the December 17, 2019 Town Council Meeting regarding Rezoning Application #19CZ20 2708 Blazing Trail Drive. The applicant, Jones & Clossen Engineering, PLLC., seeks to rezone approximately 2.00 acres located at 2708 Blazing Trail Drive from Rural Residential (RR) to Medium Density-Conditional Zoning (MD-CZ).

Approval Recommended?

The Planning Department recommends approval.

Item Details

Attachments

1. Vicinity Map
2. Application





Rezoning #19CZ20

Parkside at
Bella Casa

Whistling
Quail

Greater Christian
Chapel Church

PETITION TO AMEND THE OFFICIAL ZONING MAP & 2045 LAND USE MAP

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.

Application #: _____ Submittal Date: _____
2045 LUM Amendment: _____ Fee Paid: _____

Project Information

Project Name: 2708 Blazing Trail Drive
Address(es): 2708 Blazing Trail Drive, Apex, NC 27502
PIN(s): 0721518983
Acreage: 2.0

Current Zoning: RR Proposed Zoning: MD-CZ
Current 2045 LUM Designation: MD
Proposed 2045 LUM Designation: MD
See next page for LUM Amendment.

If any portion of the project is shown as mixed use (3 or more stripes on the 2045 Land Use Map) provide the following:

Area classified as mixed use: Acreage: _____
Area proposed as non-residential development: Acreage: _____
Percent of mixed use area proposed as non-residential: Percent: _____

Applicant Information

Name: Jones & Clossen Engineering, PLLC
Address: PO Box 1062
City: Apex State: NC Zip: 27502
Phone: 9193871174 E-mail: peter@jonesclossen.com

Owner Information

Name: Otha Mckoy Heirs
Address: 2708 Blazing Trail Drive
City: Apex State: NC Zip: 27502
Phone: _____ E-mail: _____

Agent Information

Name: Faithwill Homes LLC
Address: 2101 Della Court
City: Apex State: NC Zip: 27502
Phone: 9173717175 E-mail: sanjay.khazanchi@gmail.com

Other contacts: _____

PETITION TO AMEND THE OFFICIAL ZONING MAP & 2045 LAND USE MAP

Application #: _____ Submittal Date: _____

2045 LAND USE MAP AMENDMENT (IF APPLICABLE)

The applicant does hereby respectfully request the Town Council amend the 2045 Land Use Map. In support of this request, the following facts are shown:

The area sought to be amended on the 2045 Land Use Map is located at:

Current 2045 Land Use Classification: _____

Proposed 2045 Land Use Classification: _____

What condition(s) justifies the passage of the amendment to the 2045 Land Use Map? Discuss the existing use classifications of the subject area in addition to the adjacent land use classifications. Use additional pages as needed.

PETITION INFORMATION

Application #: _____ Submittal Date: _____

An application has been duly filed requesting that the property described in this application be rezoned from RR to MD-CZ. It is understood and acknowledged that if the property is rezoned as requested, the property described in this request will be perpetually bound to the use(s) authorized and subject to such conditions as imposed, unless subsequently changed or amended as provided for in the Unified Development Ordinance. It is further understood and acknowledged that final plans for any specific development to be made pursuant to any such Conditional Zoning shall be submitted for site or subdivision plan approval. Use additional pages as needed.

PROPOSED USES:

The Rezoned Lands may be used for, and only for, the uses listed immediately below. The permitted uses are subject to the limitations and regulations stated in the UDO and any additional limitations or regulations stated below. For convenience, some relevant sections of the UDO may be referenced; such references do not imply that other sections of the UDO do not apply.

1	Single family	21	
2	Utility, minor	22	
3	Accessory apartment	23	
4		24	
5		25	
6		26	
7		27	
8		28	
9		29	
10		30	
11		31	
12		32	
13		33	
14		34	
15		35	
16		36	
17		37	
18		38	
19		39	
20		40	

PETITION INFORMATION

Application #: _____

Submittal Date: _____

PROPOSED CONDITIONS:

The applicant hereby requests that the Town Council of the Town of Apex, pursuant to the Unified Development Ordinance, approve the Conditional Zoning for the above listed use(s) subject to the following condition(s). Use additional pages as needed.

See attached.

LEGISLATIVE CONSIDERATIONS - CONDITIONAL ZONING

The applicant shall propose site-specific standards and conditions that take into account the following considerations, which are considerations that are relevant to the legislative determination of whether or not the proposed conditional zoning district rezoning request is in the public interest. These considerations do not exclude the legislative consideration of any other factor that is relevant to the public interest. Use additional pages as needed.

1) *Consistency with 2045 Land Use Map.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Map.

The medium density residential (MD) zoning is consistent with the 2045 Land Use Map.

2) *Compatibility.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.

The limited uses and density for this parcel are compatible with the adjacent neighborhoods consisting of single family homes and townhomes.

November 22, 2019

2708 Blazing Trail – Rezoning Conditions

Single-Family Homes

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. All single-family homes shall have a crawl space or have a raised foundation which at a minimum rises at least 20 inches from average grade across the front of the house to the finished floor level at the front door.
3. Garage doors must have windows, decorative details or carriage-style adornments on them.
4. The garage cannot protrude more than 1 foot out from the front façade or front porch.
5. All roofs shall be pitched at 5:12 or greater for 75% of the building designs.
6. The width of the garage doors shall be no more than 60% of the total width of the house and garage together.
7. Eaves shall project at least 12 inches from the wall of the structure.
8. The visible side of a home on a corner lot facing the public street shall contain at least 3 decorative elements such as, but not limited to, the following elements:
 - Windows
 - Bay window
 - Recessed window
 - Decorative window
 - Trim around the windows
 - Wrap around porch or side porch
 - Two or more building materials
 - Decorative brick/stone
 - Decorative trim
 - Decorative shake
 - Decorative air vents on gable
 - Decorative gable
 - Decorative cornice
 - Column
 - Portico
 - Balcony
 - Dormer
9. A varied color palette shall be utilized on homes throughout the subdivision to include a minimum of three color families for siding and shall include varied trim, shutter and accent colors complementing the siding color.
10. House entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door.
11. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
12. Front porches shall be a minimum of 6 feet deep.

13. A minimum of one (1) residential dwelling in this development shall be constructed to include the installation of solar panels and a power system of at least 4 KW capacity. The lots of which these homes are located shall be identified on the Master Subdivision Plat, which may be amended from time to time. All other single-family detached homes shall be pre-configured with conduit for a solar energy system.
14. Home Owner Association covenants shall not restrict the construction of an accessory dwelling unit.

Pedestrian Connection

A pedestrian connection consisting of a 5' wide sidewalk within a 10' wide public access easement on Home Owners Association common area shall be provided from the stub of Lake Waccamaw Trail to Blazing Trail Drive.

Side Setback

The side yard setback for single-family lots shall be reduced from 6' minimum with a 16' aggregate to a 5' minimum with a 12' aggregate to accommodate the pedestrian connection from Lake Waccamaw Trail to Blazing Trail Drive.

PETITION INFORMATION

Application #: _____ Submittal Date: _____

3) Zoning district supplemental standards. The proposed Conditional Zoning (CZ) District use's compliance with Sec 4.4, Supplemental Standards, if applicable.

The uses proposed that do fall under the supplemental standards will comply with the standards outlined in the UDO.

4) *Design minimizes adverse impact.* The design of the proposed Conditional Zoning (CZ) District use's minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare, and vibration and not create a nuisance.

The site fronts along Blazing Trail Drive and Lake Waccamaw Trail stubs to the northern property boundary. The development is expected to have minimal impact on the adjacent properties since similar uses are proposed by this rezoning.

5) *Design minimizes environmental impact.* The proposed Conditional Zoning District use's minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.

This project will adhere to all required buffering, will be dedicating Resource Conservation Area and will be adhering to the Town of Apex stormwater requirements.

6) *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.

This is a small parcel with a few units and it's impact on public facilities will also be small.

7) *Health, safety, and welfare.* The proposed Conditional Zoning (CZ) District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.

The development of this parcel should not have a negative affect on the healthy, safety and welfare of Apex citizens.

PETITION INFORMATION

Application #: _____ Submittal Date: _____

8) *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.

This rezoning is consistent with the adjacent development standards and will not have a negative affect on the

development potential of other adjacent parcels.

9) *Not constitute nuisance or hazard.* Whether the proposed Conditional Zoning (CZ) District use constitutes a nuisance or hazard due to traffic impact or noise, or because of the number of persons who will be using the Conditional Zoning (CZ) District use.

Residential homes generally do not constitute a nuisance or hazard because of the character of the neighborhood.

This is a small parcel and the impact of these few units on the surrounding area will be minimal.

10) *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning (CZ) District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.

We are providing architectural conditions for design of the residential structures.

Lying and being in Buckhorn Township, Wake County, North Carolina, and described as follows more fully to wit;

BEGINNING at a calculated point on the eastern right-of-way of Blazing Trail Drive and being the northwestern corner of The Townes At Bella Casa Association, Inc.; thence the following two (2) courses and distances with aforesaid eastern right-of-way, a curve in a counter-clockwise direction having a radius of 2,068.17 feet, a length of 34.45 feet and a chord of North 06°28'28" East, 34.45 feet to a calculated point, and North 06°00'00" East, 163.23 feet to a calculated point, being the southwestern corner of Lot 389 of Parkside At Bella Casa Phase 11; thence with the southern property lines of Lot 389, Lot 369, terminus of Lake Waccamaw Trail, and Lot 368 of Parkside At Bella Casa Phase 1, South 84°43'42" East, 427.08 feet to a calculated point, being the northwestern corner of Steven Thomas Hardesty; thence with the western property line of aforesaid Hardesty, South 06°00'00" West, 210.23 feet to a calculated point, being the northwestern corner of The Townes At Bella Casa Association, Inc.; thence with the northern property line of The Townes At Bella Casa Association, Inc., North 83°02'44" West, 427.39 feet to the point and place of BEGINNING and containing 2.00 acres more or less. The above described tract of land being all of Wake County PIN 0721.04-51-8983.

CERTIFIED LIST OF NEIGHBORING PROPERTY OWNERS

Application #: _____

Submittal Date: _____

Provide a certified list of property owners subject to this application and all property owners within 300' of the subject property and HOA Contacts.

	Owner's Name	PIN
1.	See Attached List	
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

I, Peter L. Lippert, certify that this is an accurate listing of all property owners and property owners within 300' of the subject property.

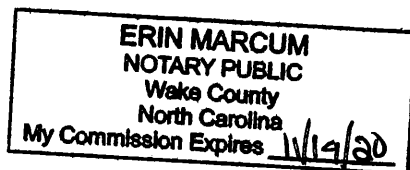
Date: 10/1/19

By: Peter L. Lippert

COUNTY OF WAKE STATE OF NORTH CAROLINA

Sworn and subscribed before me, Erin Marcum, a Notary Public for the above State and County, on this the 1st day of October, 2019.

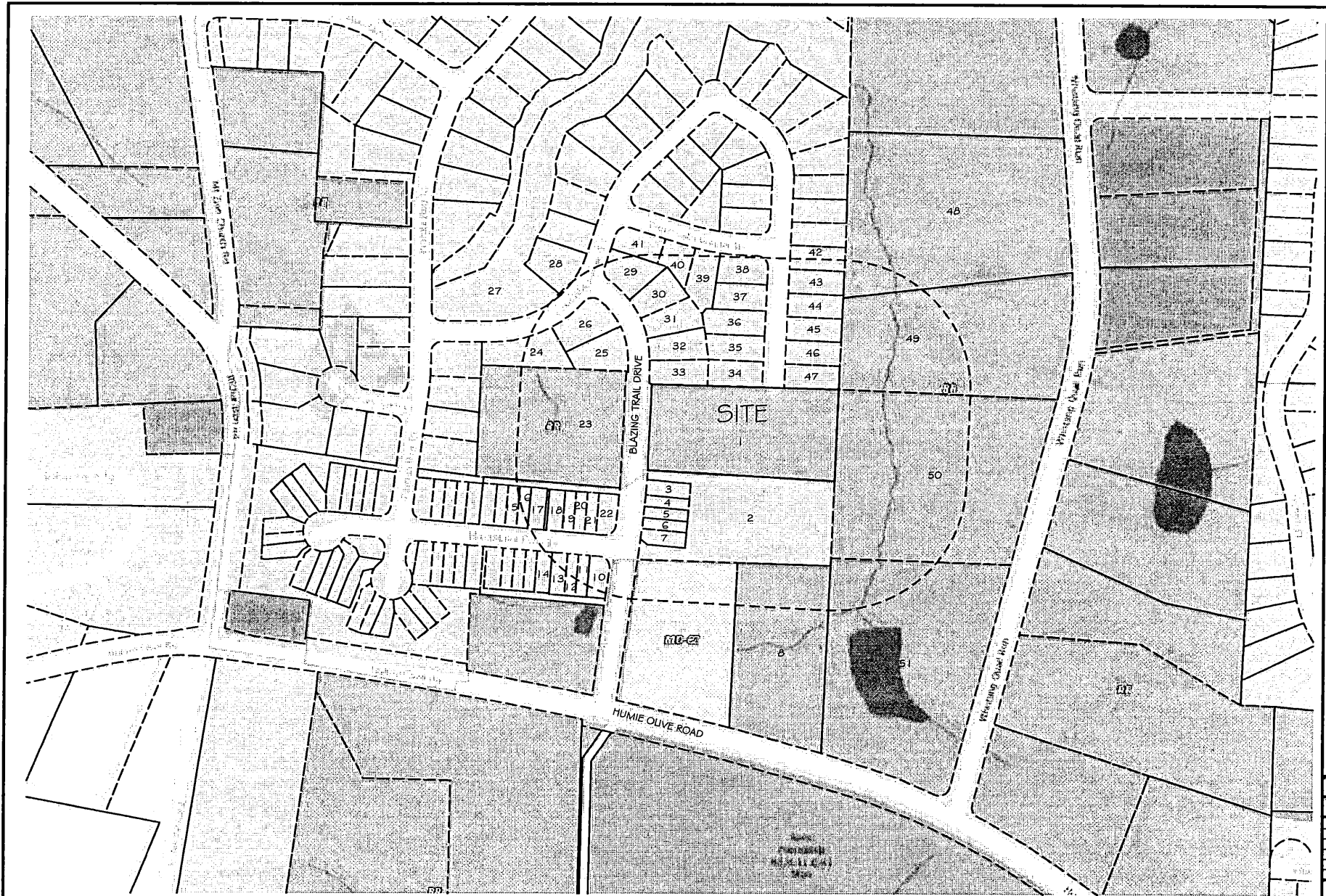
SEAL



Erin Marcum
Notary Public
Erin Marcum
Print Name

My Commission Expires: November 19, 2020

	A	B	C	D	E	F
1		1924 - 2708 Blazing Trail	ADJACENT PROPERTY OWNERS LIST			
2						
3	Parcel #	Name	Address I	Address II	City/State/Zip Code	Pin #
4	NA	TOWN OF APEX	PLANNING DEPT	PO BOX 250	APEX NC 27502	
5	1	OTHA MCKOY HEIRS	2708 BLAZING TRAIL DR		APEX NC 27502-6717	0721518983
6	2	THE TOWNES AT BELLA CASA ASSOCIATION INC	RS FINCHER & CO	315 S SALEM ST STE 500	APEX NC 27502-1863	0721518752
7	3	JULIE A. HAIGHT	2141 BLAZING TRAIL DR		APEX NC 27502-3679	0721517820
8	4	MICHAEL & JULIANNE KELLY	2143 BLAZING TRAIL DR		APEX NC 27502-3679	0721517727
9	5	GUOHUA YANG & HUI ZHENG	3016 NASHVILLE DR		SAN JOSE CA 95133-2059	0721517724
10	6	PIERRE ALAIN GREMAUD & ROSEMARY ANN LOYCANO	2147 BLAZING TRAIL DR		APEX NC 27502-3679	0721517722
11	7	RAJAN BHANOT & PREETI CHAUHAN	2149 BLAZING TRAIL DR		APEX NC 27502-3679	0721517619
12	8	ELVIN SCOTT	7900 HUMIE OLIVE RD		APEX NC 27502-9604	0721519475
13	9	RAY ANTHONY POWELL	7904 HUMIE OLIVE RD		APEX NC 27502-9604	0721517458
14	10	BALAJI & RUPALI DESHPANDE	17 CROYDON AVE		RONKONKOMA NY 11779-1947	0721515569
15	11	RAYMOND JIANG & JULIA YANG	2705 MASONBORO FERRY DR		APEX NC 27502-3683	0721515630
16	12	VENKATA NAGARAJU BUDDARAPU & ADILAKSHMI PATTEM	2707 MASONBORO FERRY DR		APEX NC 27502-3683	0721515600
17	13	JOAN E LUND TRUSTEE	THE LUND LIVING TRUST	3328 TURNER RIDGE DR	NEW HILL NC 27562-9322	0721514670
18	14	JASON & ROSE MARNELL	2713 MASONBORO FERRY DR		APEX NC 27502-3683	0721514641
19	15	WILLIAM J KAVENEY	2720 MASONBORO FERRY DR		APEX NC 27502-3683	0721513776
20	16	THOMAS & JACQUELYN HOWARD	2754 LAKE WACCAMAW TRL		APEX NC 27502-8555	0721513796
21	17	SANTO & ROSEMARY LANZA	2716 MASONBORO FERRY DR		APEX NC 27502-3683	0721514735
22	18	PETER W MAJKA JR & ALINA D MAJKA	1967 MOSTYN LN		APEX NC 27502-6509	0721514775
23	19	FRED & SHARON RONECKER	2708 MASONBORO FERRY DR		APEX NC 27502-3683	0721515705
24	20	JANA A ACKLEY	2706 MASONBORO FERRY DR		APEX NC 27502-3683	0721515724
25	21	MICHAEL W BURGER	2704 MASONBORO FERRY DR		APEX NC 27502-3683	0721515754
26	22	STEFAN & TARA PODVOJSKY	2702 MASONBORO FERRY DR		APEX NC 27502-3683	0721515784
27	23	NARENDRA VAMAN & PRUTHVI DESHPANDE PALEKAR	121 AMIABLE LOOP		CARY NC 27519-5578	0721514966
28	24	BELLA CASA HOMEOWNERS ASSOCIATION, INC	OMEGA ASSOCIATION MANAGEMENT	160 NE MAYNARD RD STE 210	CARY NC 27513-9676	0721524101
29	25	DANIEL & JENNIFER SMITH /TR	2116 BLAZING TRAIL DR		APEX NC 27502-3679	0721525171
30	26	JAMES & SONYA DOBSON	2100 BLAZING TRAIL DR		APEX NC 27502-3679	0721525138
31	27	BELLA CASA HOMEOWNERS ASSOCIATION, INC	OMEGA ASSOCIATION MANAGEMENT	160 NE MAYNARD RD STE 210	CARY NC 27513-9676	0721529922
32	28	JEFFREY & BETHANY RUDY	2770 LAKE WACCAMAW TRL		APEX NC 27502-8555	0721524362
33	29	TREVOR & RACHEL CAMPBELL	2769 LAKE WACCAMAW TRL		APEX NC 27502-8555	0721526330
34	30	MARK R FLUGRATH & LEILA R MATHERS	2109 BLAZING TRAIL DR		APEX NC 27502-3679	0721527205
35	31	JOSHUA & JENNIFER ALMOND	2113 BLAZING TRAIL DR		APEX NC 27502-3679	0721527139
36	32	KING WA CHUNG & MEI WEN XIE	2117 BLAZING TRAIL DR		APEX NC 27502-3679	0721527153
37	33	GREYSON & LAUREN DAVIS	2121 BLAZING TRAIL DR		APEX NC 27502-3679	0721527057
38	34	JUAN CARLOS DELGADO & LORENA CASTELLANOS	2677 LAKE WACCAMAW TRL		APEX NC 27502-8558	0721528077
39	35	LUTHER & KATHRYN CROSS	2681 LAKE WACCAMAW TRL		APEX NC 27502-8558	0721528173
40	36	DANIEL & LINDA YAGER	635 FIRST ST APT 104		ALEXANDRIA VA 22314-1575	0721528179
41	37	CHRISTOPHER & CHRISTINA MARKULIC	2689 LAKE WACCAMAW TRL		APEX NC 27502-8558	0721528284
42	38	RICHARD & KERRY PROSKE	2693 LAKE WACCAMAW TRL		APEX NC 27502-8558	0721528391
43	39	JEREMY & MICHELLE AYCOCK	2709 WEYMOUTH WOODS TRL		APEX NC 27502-8566	0721528209
44	40	BELLA CASA HOMEOWNERS ASSOCIATION, INC	OMEGA ASSOCIATION MANAGEMENT	160 NE MAYNARD RD STE 210	CARY NC 27513-9676	0721527343
45	41	BRIAN & JEANETTE CALABRESE	2765 LAKE WACCAMAW TRL		APEX NC 27502-8555	0721526357
46	42	MICHAEL & AMIE STEWART	2696 LAKE WACCAMAW TRL		APEX NC 27502-8558	0721620363
47	43	KENNETH EINHORN & MARTINE THEVENET	2692 LAKE WACCAMAW TRL		APEX NC 27502-8558	0721620268
48	44	NANCY GUENTHER	2688 LAKE WACCAMAW TRL		APEX NC 27502-8558	0721620262
49	45	DAVID & BRENDA LAWHON	2684 LAKE WACCAMAW TRL		APEX NC 27502-8558	0721620157
50	46	MICHAEL & SHARON FADELICI	2680 LAKE WACCAMAW TRL		APEX NC 27502-8558	0721620151
51	47	CHARLES & REBECCA AIKENS	2676 LAKE WACCAMAW TRL		APEX NC 27502-8558	0721620056
52	48	JOHNNY B ISENHOUR	2640 WHISTLING QUAIL RUN		APEX NC 27502-9699	0721623467
53	49	JERRY BENJAMIN LEWTER SR TRUSTEE	JERRY BENJAMIN LEWTER SR FAMILY TRUST	2700 WHISTLING QUAIL RUN	APEX NC 27502-8401	0721623186
54	50	STEVEN THOMAS HARDESTY	2712 WHISTLING QUAIL RUN		APEX NC 27502-8401	0721613839
55	51	ANDREW & SYLVIA PARKS	2728 WHISTLING QUAIL RUN		APEX NC 27502-8401	0721612452



AGENT AUTHORIZATION FORM

Application #: _____

Submittal Date: _____

Otha McKoy Heirs

is the owner* of the property for which the attached

application is being submitted:

- ☐ Land Use Amendment
- ☒ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☐ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 2708 Blazing Trail Drive

The agent for this project is: Jones & Cossen Engineering, PLLC

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Peter Cossen

Address: 221 N. Salem St, Suite 201, Apex, NC 27502

Telephone Number: 919.382.1124

E-Mail Address: peter@jonescossen.com

Signature(s) of Owner(s)*

Mattie Barber
Mattie Barber

Type or print name

9-28-19

Date

Nancy Thomas
Nancy Thomas

Type or print name

9/28/2019

Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this application and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the application and any related documents. If electronic signatures are used the application shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

AFFIDAVIT OF OWNERSHIP

Application #: _____

Submittal Date: _____

The undersigned, Nancy Thomas (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 2708 Blazing Trail Dr, Apex and legally described in Exhibit "A" attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 3/09/2004, and recorded in the Wake County Register of Deeds Office on 3/10/2004, in Book 10704 Page 11064.
4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 3/09/2004, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 3/09/2004, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 30 day of September, 2019.

Nancy Thomas
Nancy Thomas

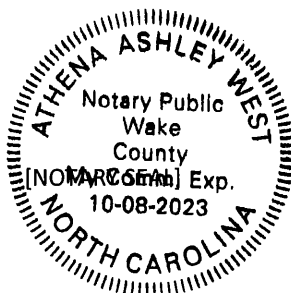
(seal)

Type or print name

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Wake, hereby certify that Nancy Thomas, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's Drivers License, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.



Athena Ashley West

Notary Public

State of North Carolina

My Commission Expires: 10/08/2023

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: _____

Submittal Date: _____

Insert legal description below.

Lying and being in Buckhorn Township, Wake County, North Carolina, and described as follows more fully to wit;
BEGINNING at a calculated point on the eastern right-of-way of Blazing Trail Drive and being the northwestern corner of The Townes At Bella Casa Association, Inc.; thence the following two (2) courses and distances with aforesaid eastern right-of-way, a curve in a counter-clockwise direction having a radius of 2,068.17 feet, a length of 34.45 feet and a chord of North 06°28'28" East, 34.45 feet to a calculated point, and North 06°00'00" East, 163.23 feet to a calculated point, being the southwestern corner of Lot 389 of Parkside At Bella Casa Phase 11; thence with the southern property lines of Lot 389, Lot 369, terminus of Lake Waccamaw Trail, and Lot 368 of Parkside At Bella Casa Phase 1, South 84°43'42" East, 427.08 feet to a calculated point, being the northwestern corner of Steven Thomas Hardesty; thence with the western property line of aforesaid Hardesty, South 06°00'00" West, 210.23 feet to a calculated point, being the northwestern corner of The Townes At Bella Casa Association, Inc.; thence with the northern property line of The Townes At Bella Casa Association, Inc., North 83°02'44" West, 427.39 feet to the point and place of BEGINNING and containing 2.00 acres more or less. The above described tract of land being all of Wake County PIN 0721.04-51-8983.

NOTICE OF NEIGHBORHOOD MEETING

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.

09/18/19

Date

Dear Neighbor:

You are invited to a neighborhood meeting to review and discuss the development proposal at

2708 Blazing Trail Drive

0721518983

Address(es)

PIN(s)

in accordance with the Town of Apex Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. Once an application has been submitted to the Town, it may be tracked using the [Interactive Development Map](#) or the [Apex Development Report](#) located on the Town of Apex website at www.apexnc.org.

A Neighborhood Meeting is required because this project includes (check all that apply):

Application Type	Approving Authority
<input checked="" type="checkbox"/> Rezoning (including Planned Unit Development)	Town Council
<input type="checkbox"/> Major Site Plan	Town Council (QJPH*)
<input type="checkbox"/> Special Use Permit	Town Council (QJPH*)
<input type="checkbox"/> Residential Master Subdivision Plan (excludes exempt subdivisions)	Technical Review Committee (staff)

*Quasi-Judicial Public Hearing: The Town Council cannot discuss the project prior to the public hearing.

The following is a description of the proposal (also see attached map(s) and/or plan sheet(s)):

Please see enclosed letter.

Estimated submittal date: October 1, 2019

MEETING INFORMATION:

Property Owner(s) name(s): Otha Mckoy Heirs

Applicant(s): Jones & Cnossen Engineering, PLLC

Contact information (email/phone): peter@jonescnossen.com, 919-387-1174

Meeting Address: Halle Cultural Arts Center, 237 N Salem St, CAC Studio A

Date of meeting**: September 30, 2019

Time of meeting**: 6:00 - 8:00 pm

MEETING AGENDA TIMES:

Welcome: 6:00 pm Project Presentation: 6:10 pm Question & Answer: 6:30 pm

**Meetings shall occur between 5:00 p.m.-9:00 p.m. on a Monday through Thursday (excluding Town recognized holidays). If you have questions about the general process for this application, please contact the Planning Department at 919-249-3426. You may also find information about the Apex Planning Department and on-going planning efforts at <http://www.apexnc.org/180/Planning>.



Jones & Cnossen
ENGINEERING, PLLC

Civil Engineering | Construction Management | Land Planning

221 N. SALEM ST, SUITE 001
PO BOX 1062
APEX, NC 27502
Office: 919-387-1174
Fax: 919-387-3375
www.jonescnossen.com

September 18, 2019

RE: 2708 Blazing Trail Drive

Dear Property Owner,

On behalf of our client, we are preparing an application to change the zoning of the above referenced property to Medium Density Residential (MD). The MD zoning is consistent with the Town of Apex 2045 Land Use Map and the uses will be limited to single family and townhomes to match neighboring properties. This letter was sent to you because the Wake County tax records indicate that you own property within 300 feet of the rezoning area. The current zoning of the parcel is Rural Residential and we are asking the Town Council to approve this zoning change for a residential project. We have attached an area map showing the proposed zoning parcel.

There will be at least two official public hearings where you will have the opportunity to voice your opinion about this rezoning. The application should go before the Planning Board on December 9th, 2019 and then it should go to the Town Council for a final vote on December 17th, 2019.

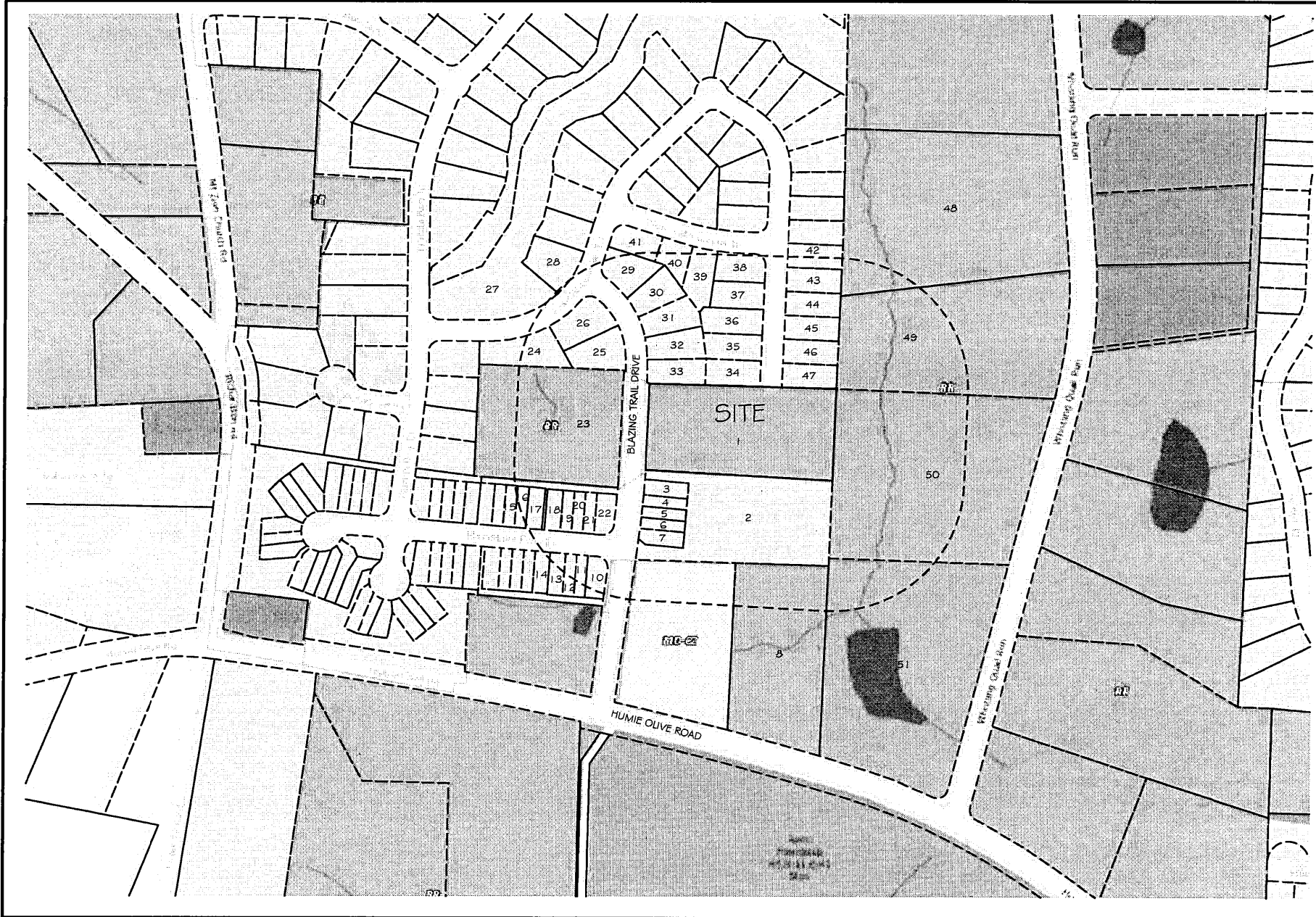
We will be holding an informal meeting to offer you an additional opportunity to comment on this rezoning. The meeting will be held at The Halle Cultural Arts Center, located at 237 N Salem St. Apex, NC on September 30, 2019 from 6 pm - 8 pm. This is a time where I can present the zoning proposal and then you can comment on the plan. If you have any questions about the rezoning approval process or this informal meeting, please feel free to contact our office.

Respectfully,

Peter Cnossen, P.E.

Jones & Cnossen Engineering, PLLC

W/attachment



2708 BLAZING TRAIL DRIVE
CONDITIONAL REZONING

NEIGHBORHOOD MEETING NOTICE EXHIBIT

Jones & Cossen
ENGINEERING, PLLC
Civil Engineering | Construction Management | Land Planning

201 N. SALEM ST.
SUITE 201
PO BOX 1002
APEX, NC 27502
Office: 919-461-1171
Registration: P-0911

NTS	POC								
09/17/19									
1									
1924									

PROJECT CONTACT INFORMATION

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.

Development Contacts:

Project Name: 2708 Blazing Trail Drive Zoning: MD-CZ

Location: 2708 Blazing Trail Drive

Property PIN(s): 0721518983 Acreage/Square Feet: 2.0

Property Owner: Otha Mckoy Heirs

Address: 2708 Blazing Trail Drive

City: Apex State: NC Zip: 27502

Phone: _____ Email: _____

Developer: Faithwill Homes LLC

Address: 2101 Della Court

City: Apex State: NC Zip: 27502

Phone: 9173717175 Fax: _____ Email: sanjay.khazanchi@gmail.com

Engineer: Peter Cnossen, Jones & Cnossen Engineering, PLLC

Address: PO Box 1062

City: Apex State: NC Zip: 27502

Phone: 919-387-1174 Fax: 919-387-3375 Email: peter@jonescnossen.com

Builder (if known): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Please note that Town staff will not have complete information about a proposed development until the application is submitted for review. If you have a question about Town development standards and how they relate to the proposed development, please contact the appropriate staff person listed below.

Town of Apex Department Contacts

Planning Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks Planner	(919) 249-7468
Public Works - Transportation Russell Dalton, Senior Transportation Engineer	(919) 249-3358
Water Resources Department Mike Deaton, Stormwater & Utility Engineering Manager	(919) 249-3413
Stan Fortier, Senior Engineer (Sedimentation & Erosion Control)	(919) 249-1166
Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(919) 249-3342

Providing Input to Town Council:

Each Town Council meeting agenda includes a Public Forum time when anyone is permitted to speak for three (3) minutes on any topic with the exception of items listed as Public Hearings for that meeting. The Town Council meets on the 1st and 3rd Tuesdays of each month at 7:00 p.m. (except for holidays, see schedule of meetings at <http://www.apexnc.org/838/Agendas-Minutes>). You may also contact Town Council by e-mail at AllCouncil@apexnc.org.

Private Agreements and Easement Negotiation:

The Town of Apex cannot enforce private agreements between developers and neighbors and is not a party to the easement and right-of-way negotiation that occurs between developers and neighboring property owners for easements or rights-of-way that are necessary to build the project.

It is recommended that all private agreements be made in writing and that if a property owner feels it necessary, they should obtain private legal counsel in order to protect their interests in both private agreements and during easement negotiations. The only conditions that the Town of Apex can enforce are those conditions that are made a part of the conditional zoning of the property by agreement of the developer and the Town.

As an example, if a developer offers to build a fence for a neighbor to mitigate some impact, the Town can only enforce the construction of the fence if the fence becomes a condition of the rezoning. This would occur by the developer offering the condition as part of their conditional zoning application package or at the Town Council public hearing on the conditional zoning and the Town accepting it as a condition. Private agreements regarding a fence being constructed will not be enforced by the Town.

To request that any agreement with a developer is made a part of the conditional zoning at the time of approval, you may ask at the Town Council public hearing if the agreement is included in the conditions. If it is not, you may request that the Town Council not approve the rezoning without the agreement being included in the conditions (note that it is up to Town Council whether to approve or deny the rezoning but they cannot impose conditions that the applicant does not agree to add). The developer's proposed conditions can be viewed any time after a rezoning is submitted on the Interactive Development Map at: <http://apexnc.maps.arcgis.com/apps/OnePane/basicviewer/index.html?appid=fa9ba2017b784030b15ef4da27d9e795>

Documentation:

Neighbors to a requested new development and/or rezoning are strongly encouraged to fully document (such as through dated photographs) the condition of their property before any work is initiated for the new development. Stormwater controls installed on developed property are not designed to and will likely not remove 100% of the soil particles transported by stormwater runoff. As a result, creeks and ponds could become cloudy for a period of time after rain events.

COMMON CONSTRUCTION ISSUES & WHO TO CALL

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.

Noise & Hours of Construction:	Non-Emergency Police	919-362-8661
Noise from tree removal, grading, excavating, paving, and building structures is a routine part of the construction process. The Town generally limits construction hours from 7:00 a.m. to 8:30 p.m. so that there are quiet times even during the construction process. Note that construction outside of these hours is allowed with special permission from the Town when it makes more sense to have the construction occur at night, often to avoid traffic issues. In addition, the Town limits hours of blasting rock to Monday through Friday from 8:00 a.m. to 5:00 p.m. Report violations of construction hours and other noise complaints to the Non-Emergency Police phone number at 919-362-8661.		
Construction Traffic:	James Misciagno	919-372-7470
Construction truck traffic will be heavy throughout the development process, including but not limited to removal of trees from site, loads of dirt coming in and/or out of the site, construction materials such as brick and wood brought to the site, asphalt and concrete trucks come in to pave, etc. The Town requires a construction entrance that is graveled to try to prevent as much dirt from leaving the site as possible. If dirt does get into the road, the Town can require they clean the street (see "Dirt in the Road" below).		
Road Damage & Traffic Control:	Water Resources – Infrastructure Inspections	919-362-8166
There can be issues with roadway damage, roadway improvements, and traffic control. Potholes, rutting, inadequate lanes/signing/stripping, poor traffic control, blocked sidewalks/paths are all common issues that should be reported to Water Resources – Infrastructure Inspections at 919-249-3427. The Town will get NCDOT involved if needed.		
Parking Violations:	Non-Emergency Police	919-362-8661
Unless a neighbor gives permission, there should be no construction parking in neighbors' driveways or on their property. Note that parking in the right-of-way is allowed, but Town regulations prohibit parking within 15 feet of driveways so as not to block sight triangles. Trespassing and parking complaints should be reported to the Non-Emergency Police phone number at 919-362-8661.		
Dirt in the Road:	James Misciagno	919-372-7470
Sediment (dirt) and mud gets into the existing roads due to rain events and/or vehicle traffic. These incidents should be reported to James Misciagno. He will coordinate the cleaning of the roadways with the developer.		
Dirt on Properties or in Streams:	James Misciagno Danny Smith	919-372-7470 Danny.Smith@ncdenr.gov
Sediment (dirt) can leave the site and get onto adjacent properties or into streams and stream buffers; it is typically transported off-site by rain events. These incidents should be reported to James Misciagno at 919-372-7470 so that he can coordinate the appropriate repairs with the developer. Impacts to the streams and stream buffers should also be reported to Danny Smith (danny.smith@ncdenr.gov) with the State.		
Dust:	James Misciagno	919-372-7470
During dry weather dust often becomes a problem blowing into existing neighborhoods or roadways. These incidents should be reported to James Misciagno at 919-372-7470 so that he can coordinate the use of water trucks onsite with the grading contractor to help control the dust.		
Trash:	James Misciagno	919-372-7470
Excessive garbage and construction debris can blow around on a site or even off of the site. These incidents should be reported to James Misciagno at 919-372-7470. He will coordinate the cleanup and trash collection with the developer/home builder.		
Temporary Sediment Basins:	James Misciagno	919-372-7470
Temporary sediment basins during construction (prior to the conversion to the final stormwater pond) are often quite unattractive. Concerns should be reported to James Misciagno at 919-372-7470 so that he can coordinate the cleaning and/or mowing of the slopes and bottom of the pond with the developer.		
Stormwater Control Measures:	Mike Deaton	919-249-3413
Post-construction concerns related to Stormwater Control Measures (typically a stormwater pond) such as conversion and long-term maintenance should be reported to Mike Deaton at 919-249-3413.		
Electric Utility Installation:	Rodney Smith	919-249-3342
Concerns with electric utility installation can be addressed by the Apex Electric Utilities Department. Contact Rodney Smith at 919-249-3342.		



Jones & Cnossen ENGINEERING, PLLC

Civil Engineering | Construction Management | Land Planning

221 N. SALEM ST, SUITE 001
PO BOX 1062
APEX, NC 27502
Office: 919-387-1174
Fax: 919-387-3375
www.jonescnossen.com

September 30, 2019

2708 Blazing Trail – Rezoning Conditions

Single Family Homes

1. All residential buildings shall have exterior materials of brick, stone, wood and/or hardiplank siding.
2. All roofs shall be pitched at 5:12 or greater and shall be covered with wood or asphalt shingles.
3. Covered porches are required on the front façade of each residence facing the public right-of-way.
4. All single-family homes shall have a crawl space or have a raised foundation which at a minimum rises at least 20 inches from average grade across the front of the house to the finished floor level at the front door.

Duplexes

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. All duplexes shall have a crawl space or have a raised foundation which at a minimum rises at least 20 inches from average grade across the front of the house to the finished floor level at the front door.
3. Garage doors must have windows, decorative details or carriage-style adornments on them.
4. The garage cannot protrude more than 1 foot out from the front façade or front porch.
5. The width of the garage doors shall be no more than 60% of the total width of the house and garage together.
6. Eaves shall project at least 12 inches from the wall of the structure.
7. The visible side of a home on a corner lot facing the public street shall contain at least 3 decorative elements such as, but not limited to, the following elements:
 - Windows
 - Bay window
 - Recessed window
 - Decorative window
 - Trim around the windows
 - Wrap around porch or side porch
 - Two or more building materials
 - Decorative brick/stone
 - Decorative trim
 - Decorative shake
 - Decorative air vents on gable
 - Decorative gable
 - Decorative cornice
 - Column
 - Portico
 - Balcony
 - Dormer

NEIGHBORHOOD MEETING SIGN-IN SHEET

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.

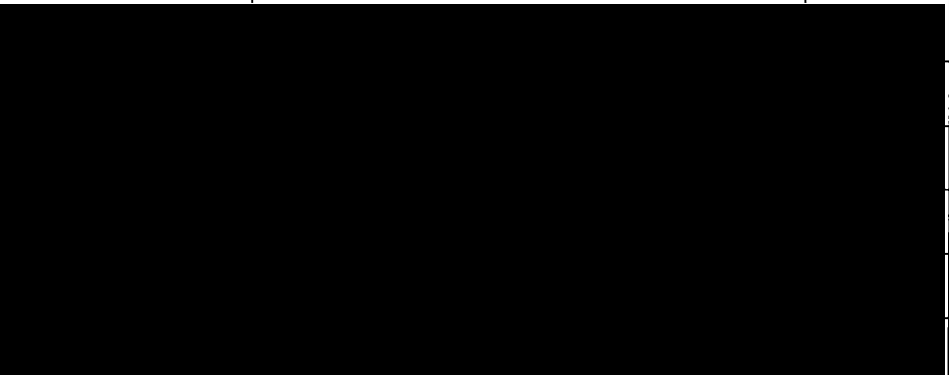
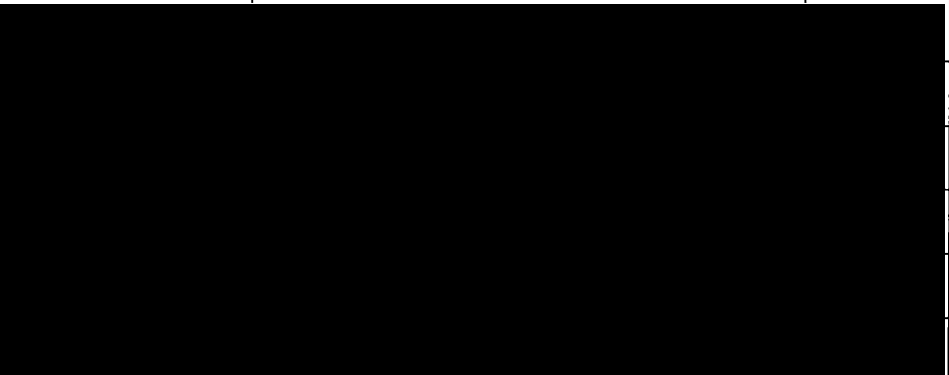
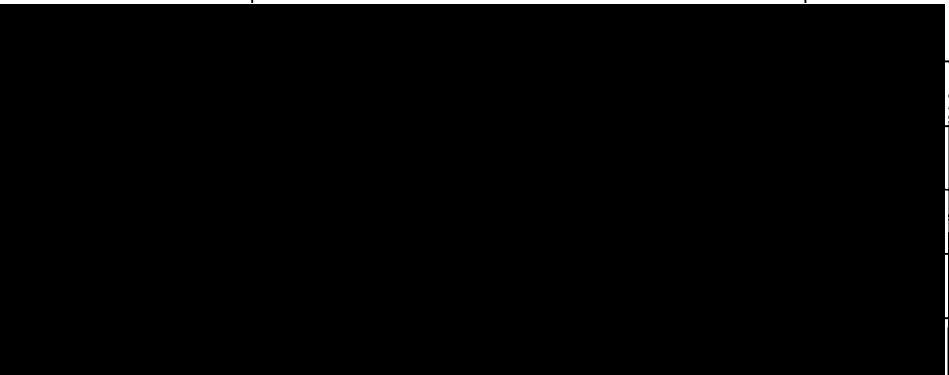
Meeting Address: Halle Cultural Arts Center, 237 N Salem St, CAC Studio A

Date of meeting: September 30, 2019 Time of meeting: 6:00 - 8:00 pm

Property Owner(s) name(s): Otha Mckoy Heirs

Applicant(s): Faithwill Homes, LLC

Please print your name below, state your address and/or affiliation with a neighborhood group, and provide your phone number and email address. Providing your name below does not represent support or opposition to the project; it is for documentation purposes only.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	Charles Aikens	2676 Lake Waccamaw Trl			
2.	Rebecca Aikens	"			
3.	Ramiro Aguirre	2727 Masabono Ferry Rd			
4.	Jon Delgado	2677 Lake Waccamaw Trl			
5.	Grayson Davis	2121 Blazing Trail			
6.	Mark Flugrath	2109 Blazing Trail			
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					

Use additional sheets, if necessary.

NEIGHBORHOOD MEETING SIGN-IN SHEET

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Meeting Address: Halle Cultural Arts Center, 237 N Salem St, CAC Studio A

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Property Owner(s) name(s): Otha Mckoy Heirs

Applicant(s): Faithwill Homes, LLC

Please print your name below, state your address and/or affiliation with a neighborhood group, and provide your phone number and email address. Providing your name below does not represent support or opposition to the project; it is for documentation purposes only.

Townes
HOA Pres*
*

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	Kristen M McClure	2715 Masonboro Ferry Dr			
2.	Scott Domes	2710 Weymouth Woods Tr			
3.	Jeremy Aycock	2709 Weymouth Woods Tr			
4.	Nick Johnson	2712 Lake Waccamaw Tr			
5.	Mary Jo Aguirre	2727 Masonboro Ferry			
6.	Sharon Fadelier	2680 Lake Waccamaw Tr			
7.	David & Ann Lawhorn	2684 Lake Waccamaw			
8.	RICK BUNNELL	2770 MASONBORO FERRY			
9.	PETER MAJKA	2710 MASONBORO FERRY			
10.					
11.					
12.					
13.					
14.					

Use additional sheets, if necessary.

SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

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.

Property Owner(s) name(s): Otha Mckoy Heirs

Applicant(s): Faithwill Homes, LLC

Contact information (email/phone): peter@jonescrossen.com/919-387-1174

Meeting Address: Halle Cultural Arts Center, 237 N Salem St, CAC Studio A

Date of meeting: September 30, 2019 Time of meeting: 6:00-8:00 pm

Please summarize the questions/comments and your response from the Neighborhood Meeting in the spaces below (attach additional sheets, if necessary). Please state if/how the project has been modified in response to any concerns. The response should not be "Noted" or "No Response". There has to be documentation of what consideration the neighbor's concern was given and justification for why no change was deemed warranted.

Question/Concern #1:

Are buffers required between properties and can they be increased in size and number of plantings?

Applicant's Response:

Perimeter buffers are required and they will meet the minimum requirements of the Town UDO. Buffers may be increased in both dimension and number of plantings. This will be discussed with the owner.

Question/Concern #2:

Two direct neighbors asked if buffers are allowed to be cleared? They are concerned about tall pines along the property line and the potential for damage.

Applicant's Response:

In general, developments are not allowed to clear perimeter buffers as they are to remain intact. But, I would discuss this possibility with staff since it was brought up as a concern by adjoining property owners.

Question/Concern #3:

What is the intent for extension of Lake Waccamaw Trail?

Applicant's Response:

Lake Waccamaw Trail is planned to dead end in a cul-de-sac. There is no intent for extension back to Blazing Trail Drive or to adjacent properties to the south and east.

Question/Concern #4:

Traffic was discussed as the neighbors have witnessed cut through traffic to avoid the school area. Also, there was mention of the coming elementary school and potential intersection issues on Humie Olive Road.

Applicant's Response:

The planned development will only yield about 6 lots given minimum lot widths in MD zoning. So, the development should not have any adverse impact on traffic.

Summary of Discussion from the Neighborhood Meeting 09/30/19

Additional Questions

Q: Will the development have an HOA?

A: The development will likely have an HOA. The owner may petition to join the neighboring HOA if there is interest. This has not been discussed but may be done in the future if there is interest.

Q: Will the development construct a stormwater pond? And will drainage be diverted away from neighboring properties to the north?

A: The development will be required to meet Town of Apex stormwater requirements. It's envisioned that the stormwater device will be constructed in the southeastern corner of the site; adjacent to HOA property since no structures exist in this area. Site runoff will be directed away from neighboring properties to the north as much as practical.

Q: Will the development be allowed to have a cell tower?

A: No. Cell towers are not a permitted use in rezoning petition.

Q: What are the proposed number of lots?

A: MD zoning allows up to 6 units/acre. However, given the 50' minimum lot width, only 5-6 lots are envisioned for the development. The street frontage is planned to match existing Parkside at Bella Casa.

Q: Concern expressed for heavy traffic on Lake Waccamaw Trail during construction.

A: Development of lots along Blazing Trail Drive would likely be accessed from this street. However, Lake Waccamaw Trail will need to be use for development of lots at the end of this street.

AFFIDAVIT OF CONDUCTING A NEIGHBORHOOD MEETING, SIGN-IN SHEET AND ISSUES/RESPONSES SUBMITTAL

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.

I, Peter Cnossen, do hereby declare as follows:
Print Name

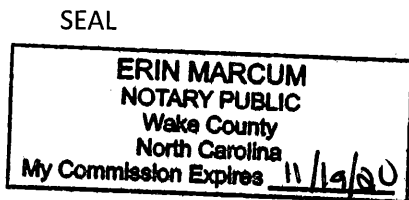
1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Planning Department, all property owners within 300 feet of the subject property and any neighborhood association that represents citizens in the area via first class mail a minimum of 10 days in advance of the Neighborhood Meeting.
3. The meeting was conducted at Halle Cultural Arts Center, 237 N Salem St, CAC Studio A (location/address) on September 30, 2019 (date) from 6:00 pm (start time) to 8:00 pm (end time).
4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.

10/1/19
Date

By: Peter Cnossen

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Erin Marcum, a Notary Public for the above State and County, on this the 1st day of October, 2019.



[Signature]
Notary Public
Erin Marcum
Print Name

My Commission Expires: November 19, 2020

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 3, 2019

Item Details

Presenter(s): Liz Loffin, Senior Planner

Department(s): Planning

Requested Motion

Motion to set the Public Hearing on December 17, 2019 to designate the property located at 2708 Olive Chapel Road a Historic Landmark in compliance with North Carolina General Statute 160A-400.4

Approval Recommended?

Planning Department recommends approval.

Item Details

Attachments

- Vicinity Map
- Landmark Application





Tom Olive House

Sunflower Rd

Milkthistle Aly

Smith Farm

Hayride Aly

Barn Door Dr

Farmhouse Dr

Livestock Aly

Kythira Dr

Olive Chapel Rd

TOM OLIVE HOUSE LANDMARK REPORT



2708 OLIVE CHAPEL ROAD
Apex, Wake County, North Carolina

PREPARED FOR:

Capital Area Preservation
1101 Haynes Street, Suite 001
Raleigh, North Carolina 27604

November 2019



CULTURAL
RESOURCE
CONSULTANTS

TOM OLIVE HOUSE LANDMARK REPORT

2708 OLIVE CHAPEL ROAD

Apex, Wake County, North Carolina

Principal Investigator:

Ellen Turco, MA

Authors:

Ellen Turco, Principal Senior Historian

Olivia Heckendorf, Architectural Historian

Prepared by:

Richard Grubb & Associates, Inc.

106 North Avenue

Wake Forest, North Carolina 27587

Prepared for:

Capital Area Preservation

1101 Haynes Street, Suite 001

Raleigh, North Carolina 27604

Date:

November 6, 2019

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APPLICATION FOR HISTORIC LANDMARK DESIGNATION

Preparing Your Application:

Please use black ink or type and use paper no larger than 11" x 17" for the required supporting information. Capital Area Preservation (CAP) staff is available to advise in the preparation of applications.

Filing Your Application:

When completed, the attached application will initiate consideration of a property for designation as a local historic landmark. The application will enable the Wake County Historic Preservation Commission (WCHPC) to determine whether the property qualifies for designation.

Mail the application to Capital Area Preservation, PO Box 28072, Raleigh, NC, 27611. Submitted materials become the property of the Wake County Government and will not be returned. Incomplete applications may be returned to the applicant for revision. CAP staff will contact applicants after receiving an application to discuss the next steps of the designation process (see *Landmark Designation Q & A* for more information). Please feel free to contact CAP with any questions at 919.833.6404, or e-mail at info@cappresinc.org. CAP can be found on the web at www.cappresinc.org.

Thank you very much for your interest in protecting Wake County's historic resources!

**The guidelines developed for this application are based on the evaluation process used by the National Register of Historic Places. National Register evaluation principles regarding criteria, category classifications, and integrity have been adapted for local applications.*

1. Name of Property

Historic Name: Tom Olive House

Current Name: Tom Olive House

Location

Please include the full street address of the property, including its local planning jurisdiction. Wake County Property Identification (PIN) and Real Estate Identification (REID) Numbers can be found at the Wake County property information website at <http://imaps.co.wake.nc.us/imaps/mainpage.htm>, or by contacting the Wake County Planning Department.

Street Address: 2708 Olive Chapel Road, Apex, Wake County, North Carolina 27502

Planning Jurisdiction: AP PIN Number: 0721392386 REID: 0458130

Deed Book and Page Number: Book 017413 Page: 00435

Current Tax Value of Property: \$194,352

2. Owner Information (If more than one, list primary contact)

Name: Michael Ingram

Address: 2735 NC Highway 751, Apex, North Carolina 27523

Phone: 919-422-5690 Email: _____

Ownership (check one): ☒ Private ☐ Public

3. Applicant/Contact Person (If other than owner)

Name: _____

Address: _____

Phone: _____

Email: _____

4. **Signatures**

I have read the general information on landmark designation provided by the Wake County Historic Preservation Commission and affirm that I support landmark designation of the property defined herein.

Owner: _____ Date: _____

Owner: _____ Date: _____

Owner: _____ Date: _____

Owner: _____ Date: _____

Applicant: _____ Date: _____
(If different from owner)

OFFICE USE ONLY: Received by:

Date:

5. General Data/Site Information

Date of Construction and major alterations and additions: Circa 1905

Number, type, and date of construction of outbuildings: None

A. Approximate lot size or acreage: 0.66 acres

B. Architect, builder, carpenter, and/or mason: Unknown

C. Original Use: Dwelling

D. Present Use: Dwelling

6. Classification

A. Category (select type from below): Building

- **Building** - created principally to shelter any form of human activity (i.e. house, barn/stable, hotel, church, school, theater, etc.)
- **Structure** - constructed usually for purposes other than creating human shelter (i.e. tunnel, bridge, highway, silo, etc.)
- **Object** - constructions that are primarily artistic in nature. Although movable by nature or design, an object is typically associated with a specific setting or environment (i.e. monument, fountain, etc.)
- **Site** - the location of a historic event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined, or vanished, where the location itself possesses historic, cultural, or archeological value, regardless of the value of any existing structure (i.e. battlefields, cemeteries, designed landscape, etc.)

B. Number of Contributing and non-contributing resources on the property:

A contributing building, site, structure, or object adds to the historic associations, historic architectural qualities, or archeological values for which a property is significant because it was present during the period of significance, relates to the documented significance of the property, and possesses historic integrity or is capable of yielding important information about the period.

	<u>Contributing</u>	<u>Non-contributing</u>
Buildings	<u>1</u>	<u>0</u>
Structures	<u>0</u>	<u>0</u>
Objects	<u>0</u>	<u>0</u>
Sites	<u>0</u>	<u>0</u>

Previous field documentation (when and by whom): Wake County Historic Architecture

Survey, Kelly Lally, 1990-1991; Wake Municipalities Phase III Survey, Heather Wagner Slane, 2017

Please contact the Survey Coordinator at the State Historic Preservation Office to determine if the property is included in the Wake County survey (919.807.6573).

National Register Status and date (listed, eligible, study list): N/A

Please contact the National Register Coordinator at the State Historic Preservation Office to determine National Register Status (919.807.6587).

7. **Supporting Documentation** (Please type or print and attach to application on separate sheets. Please check box when item complete.)

A. Physical Description Narrative of All Resources on the Site ☒

For primary resource, describe overall form, number of stories, construction materials, roof shape, porches, windows, doors, chimney, important decorative elements, and significant interior features whether or not the interior is being proposed for designation. Provide number, type and location of outbuildings, with an entry on each that includes construction date and brief description. Provide description of landscape and setting of all buildings, structures, etc. on the property.

B. Historical Background Narrative ☒

Chronology of the property and its owners, including any historical events or historic persons associated with the property, presented in paragraph form.

C. Significance Statement ☒

In a clear, concise statement tell why the property meets the criteria for local designation. Please refer to pages 47-48 in *The Handbook for Historic Preservation Commissions in North Carolina* when preparing statement of significance. A link to the Handbook can be found on the SHPO website site at <http://www.hpo.ncdcr.gov/commhome.htm>. Specifically refer to the Criteria for Significance and Aspects of Integrity. Also state if the property rises to the level of significance needed for designation when compared with all others of its style, type and period in the county, town or city. For example, a building or structure might be a community's only surviving examples of Greek Revival architecture or it may be a unique local interpretation of the Arts and Crafts movement.

D. Landmark Boundary ☒

Describe the land area to be designated, address any prominent landscape features. Clearly explain the significance of the land area proposed for designation and its historical relationship to the building(s), structure(s) or object(s) located within the property boundary or, in the case of sites, the historical event or events that make the land area significant. For buildings and structures, the designated land area may represent part of or the entire original parcel boundaries, or may encompass vegetative buffers or important outbuildings. For objects, the designated land area may continue to provide the object's historic context (i.e., a statue's historic park setting). For sites, the designated area may encompass a landscape that retains its historic integrity (i.e. a battlefield encompassing undisturbed historic view sheds).

E. Bibliography ☒

Bibliography of sources consulted.

8. **Photographs** ☒

All photographs are required to be **digital, in JPEG (.jpg) format, and submitted on a CD or DVD**. Please note the following requirements:

- **Minimum Standard:** 6.5" x 4.5" at a resolution of 300ppi (a pixel dimension of 1950 x 1350)
- **File Size:** There is no maximum or minimum for the file size of an image; however, smaller file sizes may be necessary when emailing images.
- **Proof Sheet:** Proof sheets are required to show what is on a CD or DVD without having to load the disk. Proofs may be printed in either color or black and white as long as the images are crisp and legible. There should be a minimum of four and a maximum of six proofs per 8.5" x 11" sheet, with no image smaller than 3.25" on its longest side. Proofs should be labeled as they appear on the disk.
- **Naming Images:** Please label image files for the Local Designation Application as follows:

LM_PropertyName Description.jpg
Example: LM__Smith House_front façade.jpg)

For buildings and structures, include exterior photos of all elevations of the primary resource and any other contributing and non-contributing resources; photos of details of significant exterior features, such as notable trim; photos of the main building or structure within its setting; photos of each significant landscape feature; and photos of notable interior spaces, significant trim and other features. For objects, include a view of the object within its setting, as well as a variety of representative views. For sites, include overall views and any significant details.

9. Floor Plan (for buildings and structures) ☒

Please include a floor plan showing the original layout, approximate dimensions of all rooms, and any additions (with dates) to the building or structure. Drawings do not have to be professionally produced nor do they need to be to exact scale, but should accurately depict the layout of the property. (Building sketches from the Wake County property information website are not acceptable.)

10. Maps ☒

Include two (2) maps: one (1) clearly indicating the location of the property in relation to nearby streets and other buildings, and one (1) showing the proposed landmark boundary of the property and all significant resources. Tax maps with the boundaries of the property are preferred, but survey or sketch maps are acceptable. Please show street names and numbers and all structures on the property.

7A. PHYSICAL DESCRIPTION NARRATIVE

Tom Olive House, ca. 1905

The Tom Olive House (WA1043) is located at 2708 Olive Chapel Road in Apex, Wake County, North Carolina, approximately four miles from historic downtown Apex. The house faces south and is positioned roughly in the center of an irregularly shaped 0.66-acre lot on the north side of the road. In 2018, the parcel was subdivided from the Smith Farm residential subdivision, which is currently being developed on the land surrounding the parcel.

The lot is level and bounded by Olive Chapel Road on south side, Farmhouse Drive on the north side, Livestock Alley and a reserved open space lot for the Smith Farm subdivision on the east side. A gravel driveway at the western edge of the parcel accesses the property via Olive Chapel Road. The driveway bends to curve around the house and terminates at the parcel's east edge¹. Two mature magnolia trees, which are visible on a 1938 aerial photograph, are situated in the front yard between the house and Olive Chapel Road. Other than these trees, there are no significant landscape features or outbuildings associated with the history of the dwelling as an anchor of a southwestern Wake County family farm.

Exterior

The Tom Olive House was built circa 1905 and expanded in 2019. The 1905 section is a roughly H-shaped, two-story wood frame building with a one-story front porch (Plates 7.a.1 – 7.a.6). This core section consists of parallel east and west wings joined by a central connector containing the interior stair hall. In 2019, a second story was added on top of the formerly one-story east wing. The east wing was extended to the rear to equal the length of the west wing. The east wing addition mirrors the original west wing with its cornice returns and beadboard soffits. A 2019 one-story shed roof addition projects from the rear (north) elevation. Corbelled interior chimneys rises from the roof ridge of both the east and west wings.

The dwelling's restrained Queen Anne detailing is concentrated on its symmetrical façade, which is dominated by the front gables of the east and west wings. The wings have cut-away corners which create two projecting, three-sided bays on either side of the recessed central connector wing. The cut-away corners are decorated with gracefully curved brackets and pendants. The gable ends are embellished with returns, a wide plain frieze board, and fish scale shingles. Set under the peak of each front gable is a pair of arched louvered vents.

A one-story porch with a deck-on-hip roof extends across the front elevation. The porch is notable for its original vernacular Queen Anne decorative elements. The elements include six support posts with curved spandrels. The three-part posts have a turned central section with rectangular top and bottom sections. This treatment is repeated in a truncated manner on the porch balustrades, which consist of closely spaced balusters set between a plain handrail and bottom rail between the porch posts. The porch retains its original beadboard ceiling. In 2019, the porch floor was replaced with non-historic pressure treated lumber. The front door is tucked beneath the porch and centered in the recessed area between the two wings. The current, non-historic single-leaf door is scheduled to be replaced with a double-leaf door similar to the original ones that were removed at an unknown date. Double-light side lights flank the door which is surmounted by a double-light transom.

The main block of the house, the front porch, and two-story addition rest on a raised brick foundation of brick piers infilled with a later brick curtain wall. The foundation of the east ell and the shed roof rear addition is supported by concrete block that has been parged over. All the roof planes are covered with a metal roof installed in 2019. The main block of the house retains its original two-over-two double-hung wood sash windows. The four windows on the angled walls of the front bays are one-over-one.

¹ The semicircular drive shown on the aerial photograph in Figure 10.2 does not reflect present conditions.

Original plain weatherboard siding covers the house. The east ell is covered with newly milled boards that match the original ones. The soffits are finished with beadboard. Plain corner boards are found throughout the house. All window and door openings exhibit plain wood surrounds with drip caps. The majority of the two-over-two double-hung wood sash windows remain in their original openings. New windows will be installed on the shed roof rear addition.

Interior

The Tom Olive House has four rooms on the first floor and three rooms on the second floor (Figures 9.1 and 9.2) (Plates 7.a.7 – 7.a.9). The rooms are oriented on either side of a central stair hall on both floors. The first floor has a dining room and kitchen on the east side of the hall and a living room and bedroom on the west side. A bathroom was added at the end of the central hall in 2019. The house retains much of its original materials including vertical waist-high beadboard wainscot, tongue-and-groove wood flooring, beadboard ceilings, and five-panel doors. The walls of the center hall are covered with diagonal beadboard wainscot.

Mantels are an important stylistic component of the house. Each of the four main rooms on the first story has a fireplace. The mantels of the dining room and living room are similar and feature a paneled lintel with a central raised medallion and plasters stacked with roundels, modillions, incised geometric designs and foliate carvings. In comparison, the first-floor bedroom mantel is plain with chamfered posts supporting a plain lintel. There are three fireplaces on the second floor. Each mantel is identical and features a lintel with a raised rectangular panel flanked by sawn pilasters.

7B. HISTORICAL BACKGROUND NARRATIVE AND ARCHITECTURAL CONTEXT

The Olives first settled in western Wake County, North Carolina during the early 1800s (Irene Kittinger 2019). By 1900, the large, extended family spread out in the area west of Apex to Chatham County, and from US 64 south to US 1 (Figure 7.b.1). The survey records located in the North Carolina State Historic Preservation Office list 13 historic properties that are affiliated with the Olive family. One of these properties is the circa 1905 Tom Olive House (SHPO Survey Site No. WA 1043) located at 2708 Olive Chapel Road, which is the subject of this local landmark designation report. This report outlines the lives of two couples, Cader and Louisa Hunter Olive and their son and daughter-in-law Thomas Alsey “Tom” Olive and Caldenna “Enna” Markham Olive. Cader and Louisa assembled a farm of over 200 acres in western Wake County where Tom and Enna would build their Queen Anne-style home.

Like most Wake County residents of the nineteenth and early twentieth centuries, the Olives were engaged in agricultural work. They were also leaders in the educational and religious life of their immediate community. Cader and Louisa founded a community church, which became Olive Chapel Baptist Church, a cemetery, and a school in the 1850s. Their strong beliefs in the value of education were passed down through the generations as all of Tom and Enna’s children were college educated, which was a notable accomplishment for a farm family in the early twentieth century. Tom and Enna’s children attended North Carolina Women’s College, Meredith College, Wake Forest College, and North Carolina State College.

The land associated with the Tom Olive House came into the family in 1846 when Cader Olive (1813-1904) purchased 264 acres on “both sides of Big Beaver Creek” from his father’s sister, Siddy Richardson, and her husband for \$152 (Wake County Deed Book [WCDB] 88; page 150). Cader and Louisa Hunter Olive (1817-1898) built a log dwelling on the tract on the south side of Olive Chapel Road. The Olives’ log homestead stood until about 1976 and is not included in the 13 historic structures associated with the Olives (Belvin and Riggs 1983:371). The couple had 11 children and supported the family through farming and sawmilling. Cader and Louisa played a role in the development and growth of the local community, which became known as “Olive Chapel.” The couple donated materials for the construction of the Olive Chapel Baptist Church located approximately 1.5 miles west of their home in 1850. What began as a family burial ground near the church grew into a large community cemetery containing hundreds of graves. They also established a school for local white children near the church. The church was the social and religious nexus of the Olive Chapel community which maintains an active congregation today.

In 1850, Cader owned at least two enslaved persons, a 22-year-old black woman and a 2-year-old old female child described as mulatto (US Federal Census Slave Schedule, 1850). The Cader and Louisa’s assets and social status in their community placed them in the “large farm owner” socioeconomic group as defined by historian Kelly A. Lally. They were grouped with other farmers who owned several hundred acres but fewer than 20 slaves. This group was just below the planter class which included people who owned large, productive tracts in the more fertile northern and eastern parts of the county and held over 20 enslaved persons. The enslaved, slave-less yeoman farmers with fewer than 200 acres, and landless tenant farmers and laborers made up the bottom of the half of Wake County’s antebellum socioeconomic ladder (Lally 1994:15–17). The Olives were well-off but were not among Wake County’s economic elite.

Tom (1853-1926) and Enna (1860-1918) Olive were married in 1884. The young couple lived with the elder Olives in the log house. They benefitted from Cader and Louisa’s status and, based on the long-term nature of their shared living arrangements, it can be assumed that the older and younger Olives remained close throughout their lives. Tom and Enna had two

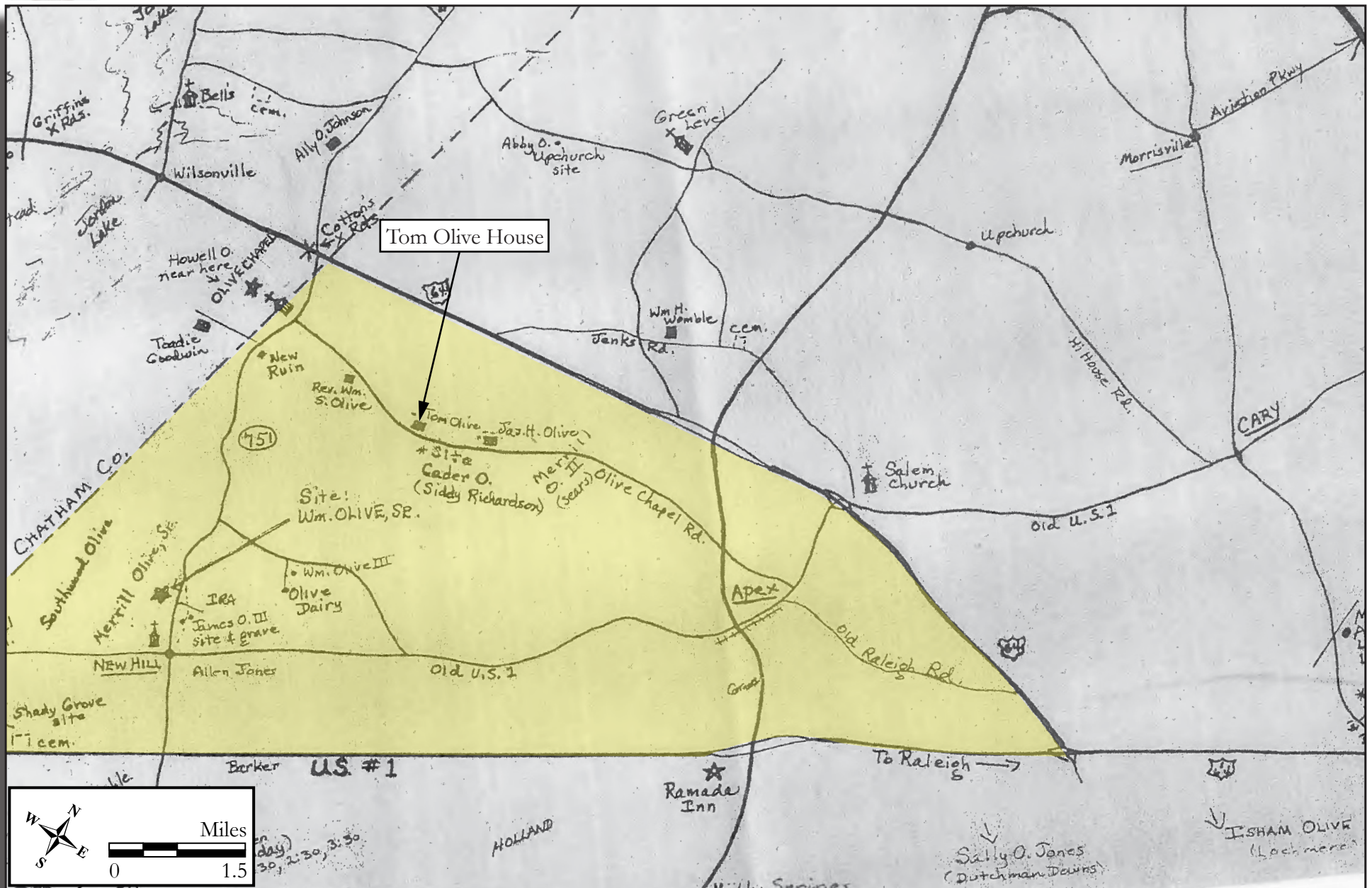


Figure 7.b.1: Sketch map of Olive Family sites in western Wake County showing the Tom Olive House and sites related to the extended Olive family. Map drawn by Irene Kittinger, circa 1988 (Source: Elizabeth Reid Murray Collection, Box 344, Olivia Raney Local History Library).

children while living in Cader and Louisa's log house. Their first child was born in 1885 and did not survive his infancy. A second son, Thomas Homer (1886-1954), was born soon after. Around 1887, Tom embarked on a short-lived career in the lumber industry which took the young family away from Wake County. They first relocated to Manly, near Southern Pines, to help Enna's brothers operate a sawmill. It was in Manly that children Loula Bryan (1888-?), Luscious Bunyan "Bun" (1890-?), and Walter Wendell (c. 1893-1969) were born. The Olives moved again around 1891, this time to South Georgia, to work in the turpentine industry.

In 1894, Cader and Louisa sold two tracts of land "on the Waters of Big Beaver Creek in White Oak Township" to Tom and Enna for \$1,000 (WCDB 190; page 347). The first parcel was identified as the "home tract" which corresponds with the 264 acres purchased by Cader and Louisa in 1846. The second tract is 2.5 acres on the south side of Beaver Creek that Cader had purchased from William Branch in 1860 (WCDB 38; page151).

The younger Olives' 1894 purchase of the family homeplace likely coincided with their return to North Carolina. They moved back to the log house with Cader and Louisa, expanded it, and had three more children: James Gordon (1897-1969), Nellie Irene (1900-1993), and Rachel Royster (1904-1990). Once back home, Tom and Enna took over farming from Cader and Louisa (1900 US Federal Census). The Olive farm produced a variety of crops such as tobacco, cotton, corn, wheat, and oats. Black Angus beef cattle, colts, sheep, chickens and hogs were raised. Louisa Olive died in 1898. Cader survived until 1904 (Belvin and Riggs 1983:371-372).

Around 1905 Tom and Enna completed construction of a new house on the north side of Olive Chapel Road across the road from the log house the extended family had shared since the mid-1880s. This is the dwelling that became known as the Tom Olive House (WA 1043). Its precise construction date is unknown. Stylistic clues and family oral traditions date it to around 1905 (Figure 7.b.2). This would place the house's construction to near the time of Cader's death, so it is not known if he was involved in the design of the new house, or if he survived long enough to see it completed. In 1905, Tom and Enna's seven surviving children were between the ages of 2 and 19. The large house would have comfortably accommodated the family. Family oral history states that in 1908, Tom had a tennis court built for the family in an Oak Grove near the house; however, the court is not visible on historic aerial photographs (Belvin and Riggs 1983:371). Aerial photographs from 1938 and 1951 show a cluster of farm buildings on the south side of Olive Chapel Road directly across from the Tom Olive House (Figures 7.b.3 and 7.b.4). It is possible that these buildings were constructed proximate to the family's original log house and that around 1905, when the family moved to the "modern" house on the north side of the road, the log house was converted for agricultural purposes. Outbuildings around the circa 1905 house on the north side of the Olive Chapel Road are notably absent on the 1938 and 1951 aerial photographs, suggesting that domestic and work areas were intentionally separated from one another.

Tom and Enna chose the Queen Anne style of architecture for their new home. The style was popular nationally, was a tasteful statement of the family's local status, and was well suited for its prominent location on Olive Chapel Road. The Olives were doing what many across the county were doing in the early years of the twentieth century, replacing dated, and in some cases primitive, antebellum houses with modern houses that referenced the latest style of architecture. The size and style of the Tom Olive House suggests that the family was doing well financially at this time.

Nationally, the Queen Anne style replaced the Greek Revival, Italianate and picturesque styles of the Victorian period that were popular, at least in vernacular form, across North Carolina in the late 1800s. Queen Anne houses are characterized by their irregular and often asymmetrical massing and the exuberant use of complex decorative components. The advent of light "balloon" framing, which facilitated the style's complex massing and efficient methods for the mass production and rail distribution of decorative building elements, enabled the spread of the style from about 1890 to its gradual replacement with the Colonial Revival style beginning around 1910. Decorative exterior trim



Figure 7.b.2: Archival photograph of the Tom Olive House, undated
(Source: Capital Area Preservation).



Figure 7.b.3: 1938 aerial photograph of Wake County
(Source: USDA Historical Aerial Photos, UNC Libraries).

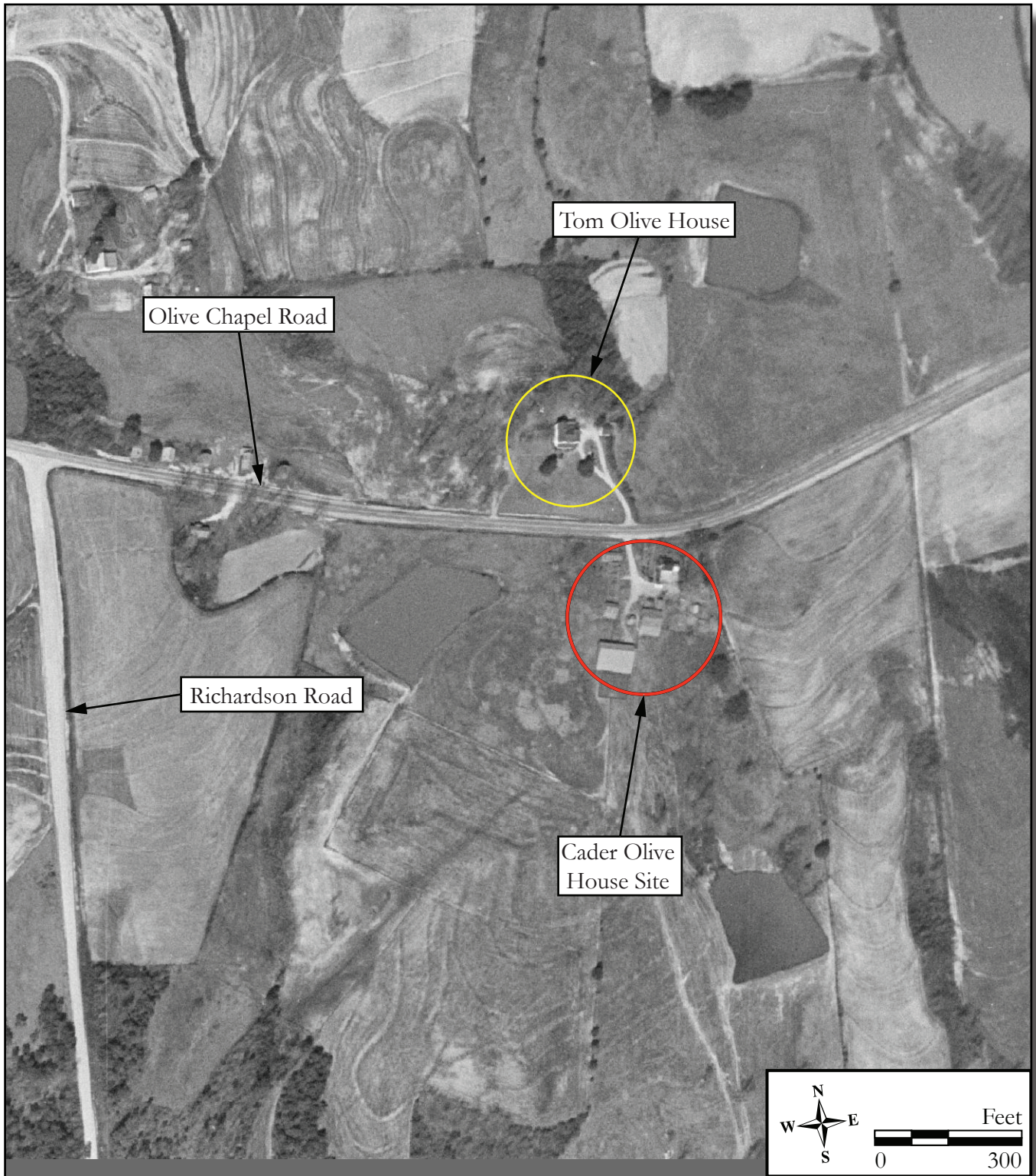


Figure 7.b.4: 1959 aerial photograph of Wake County
(Source: USDA Historical Aerial Photos, UNC Libraries).

such as finials, vergeboards, sawn cornice brackets, pendants, and patterned shingles and faux half timbering, were common. An elaborately decorated one-story porch with turned posts and balustrades was often the focal point of the facade. The porch could also feature a punched or spindled frieze, or on more modest houses, sawn brackets or spandrels. Double-leaf entry doors were common, often with frosted or stained-glass windows over raised panels. Window and vent openings were often arched (McAlester and McAlester 2000:263–268).

In Wake County's towns during the early twentieth century, the Queen Anne style was popular as a statement of the taste and affluence of their most prominent residents. However, the style was interpreted vernacularly in rural areas, often as simple, traditional boxy house forms, such as one- and two-story "Triple-A" houses, embellished with mass-produced decorative trims. In Apex, five miles from the Tom Olive House, the circa 1889 Baucom-Olive House, a one-story L-plan cottage, has been designated an Apex Historic Landmark as one of the town's "most distinctive" examples of the Queen Anne style" (Capital Area Preservation 2013a)(Figure 7.b.5). Another Apex Historic Landmark is the circa 1909 J.M. Williams House at 4525 Green Level Church Road (Figure 7.b.6). This ornately detailed and turreted house is significant as a "unique high-style late Queen Anne farm house" (Capital Area Preservation 2013b). A third landmark property, the circa 1905 Williams-Upchurch House located at 7312 Roberts Road in Apex, is one of the most similar houses to the Tom Olive House (Figure 7.b.7). Built around the same time, both houses possess similar distinctive massing: a transverse main block with twin projecting front gables. The Tom Olive House and these three historic landmark properties represent the evolution of the Queen Anne style in western Wake County from its first appearance in the 1880s to its gradual replacement by the Colonial Revival style beginning around 1910. In fact, the Tom Olive House is a purer representation of the late vernacular Queen Anne type since its turned porch posts are more Queen Anne in style than that of the Colonial Revival porch columns on the Upchurch-Williams House. As Wake County is currently nearing the end of its transition from an agrarian to a suburban landscape, surviving historic buildings such as the Tom Olive House hold even more value for the understanding of life during a particular time and place.

Enna Olive died in 1919. The 1920 census listed Alsey T. Olive as a widowed head of household with four children between the ages of 16 and 26 and his mother-in-law also residing in the home (1920 US Federal Census). Tom supported the family through "general farming" and owned the home and farm outright. Tom married Mattie Overton (1875-1948) sometime after 1920 and died of "myocarditis" at the age of 73 on October 28, 1926 (North Carolina Bureau of Vital Statistics 1926). He was buried in the original Olive family cemetery across from the Olive Chapel Baptist Church. Tom willed one-third of his "real and personal property" to Mattie "for her life or widowhood" (Wake County Will Book J; page 189). Mattie was also to receive one-third of the rents from the farm along with the residence and furniture. Two-thirds of Tom's property was to be divided among his seven surviving children. Mattie's one-third share was to be divided equally among them when she died or remarried.

It is not known if Mattie Olive stayed in the house after Tom's death. She died in 1948 in Richmond, Virginia. In 1928, she and several of Tom's heirs (L.B. Olive [assumed to be Tom's son Lucious Bunyan] and wife Nell, Nellie Goodwin and husband Carl, and Rachel Olive, unmarried) sold 292 acres to Tom's sons Walter and James Gordon Olive for \$1,500 (WCDB 541; page 539). Walter and James had been operating a dairy farm near Southern Pines since 1921 but James returned to run the family farm and occupy the house (Belvin and Riggs 1983:371). Walter relinquished his ownership to James via a quit claim proceeding in 1944 (WCDB 913; page 639).

James Gordon Olive and his wife Pauline A. Olive resided in the Tom Olive House from about 1930 to the 1980s. The 1940 US Census lists the couple living on the farm with daughters Betty, seven years old, and Sherley (sic) four years old (1940 US Federal Census). Sometime after 1940, a third daughter named Mary was born. The census valued the dwelling at \$1,700 and James Olive's farm income from the previous year was \$3,000. In addition to farming, James worked for the state Soil Conservation Service promoting the construction of farm ponds throughout Wake and Lee counties (Belvin and Riggs 1983:371). The numerous manmade ponds on the north and south sides of Olive Chapel Road are vestiges of his efforts.



Figure 7.b.5: Baucomb-Olive House, 206 S. Salem Street, Apex
(Courtesy: Capital Area Preservation).



Figure 7.b.6: J.M. Williams House, 4225 Green Level Wert Road, Apex
(Courtesy: Capital Area Preservation).



Figure 7.b.7: Williams-Upchurch House, 7213 Roberts Road, Apex
(Courtesy: Capital Area Preservation).

James Gordon Olive died in 1969. Beginning around 1980, Pauline began deeding fractional shares of the 186-acre farm to her daughter Shirley Olive Eakes Carraway. Shirley and her second husband Harry F. Carraway eventually occupied the house and about 10 acres. The remainder of the farm acreage was divided among her sons (Smith 2019). In 2017, the developer and homebuilder Lennar Carolinas assembled 225 acres from Shirley Carraway and the Smith family in order to build the 500-home Smith Farms residential subdivision (Hoyle 2017).

In 2019, Mike Ingram purchased the 0.66-acre parcel containing the Tom Olive House from Lennar Carolinas. Mr. Ingram has undertaken a full restoration of the house using the Secretary of the Interior's Standards for Rehabilitation and plans by historic preservation architects Maurer Architecture as guides. Capital Area Preservation holds a historic preservation easement on the house. The easement will protect its historic character in perpetuity.

7C. SIGNIFICANCE STATEMENT

The circa 1905 Tom Olive House, located at 2708 Olive Chapel Road in Apex, Wake County, North Carolina, is locally significant for its Queen Anne architecture. The house is historically associated with the Olive family, a multi-generational family of successful farmers and community leaders in western Wake County. The house possesses architectural significance as one of a dwindling number of surviving and intact rural Queen Anne-style houses in western Wake County. Locally, Queen Anne houses borrowed decorative elements from their high-style, urban counterparts and paired down these elements and applied them to more modest house forms. Key Queen Anne-influenced features of the Tom Olive House are its fishtail shingles in the front gables, the sawn brackets and pendants that top the cut-way bays, and a showpiece front porch of turned posts and balusters and arched spandrels. While the house's historic agricultural setting has been compromised by suburban development, it remains on its original site on land that was owned by the Olive family for 171 years, from 1846 to 2017. The dwelling retains excellent overall physical integrity and has experienced very limited changes to the exterior. The interior retains its original floor plan and much of the interior finish materials have survived. Its preserved state informs us about popular tastes, vernacular adaptations, and locally available and prevalent building materials and techniques that upper middle-class families used in early twentieth-century western Wake County.

7D. LANDMARK BOUNDARY

The Tom Olive House is situated on a 0.66-acre parcel at 2708 Olive Chapel Road in Apex, Wake County, North Carolina. The house, built circa 1905, is the only structure on the parcel and is the key contributing resource to the landmark. The two mature magnolia trees in front of the house on the south side were planted around the time of the house's construction and are categorized as contributing resources to the historic landmark. The landmark boundary is the same as the legal parcel (PIN 0721392386) and encompasses the land around the house, which is all that remains of the Olives' farm, that at one time was over 200 acres.

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8. PHOTOGRAPHS

SECTION 8



Plate 7.a.1: South elevation, front of the house.

Photo view: North

Photographer: Olivia Heckendorf

Date: October 30, 2019



Plate 7.a.2: East elevation.

Photo view: West

Photographer: Olivia Heckendorf

Date: October 30, 2019



Plate 7.a.3: South elevation.

Photo view: North

Photographer: Olivia Heckendorf

Date: October 30, 2019



Plate 7.a.4: West elevation.

Photo view: East

Photographer: Olivia Heckendorf

Date: October 30, 2019



Plate 7.a.5: Porch detail.

Photo view: North

Photographer: Olivia Heckendorf

Date: October 30, 2019



Plate 7.a.6: Trim detail.

Photo view: North

Photographer: Olivia Heckendorf

Date: October 30, 2019



Plate 7.a.7: Dining room fireplace.

Photo view: North

Photographer: Olivia Heckendorf

Date: October 30, 2019



Plate 7.a.8: First floor bedroom fireplace.

Photo view: South

Photographer: Olivia Heckendorf

Date: October 30, 2019



Plate 7.a.9: Second floor bedroom showing mantel, typical 5-panel door and beadboard wainscot.

Photo view: Northwest

Photographer: Olivia Heckendorf

Date: October 30, 2019

9. FLOOR PLANS

SECTION 9

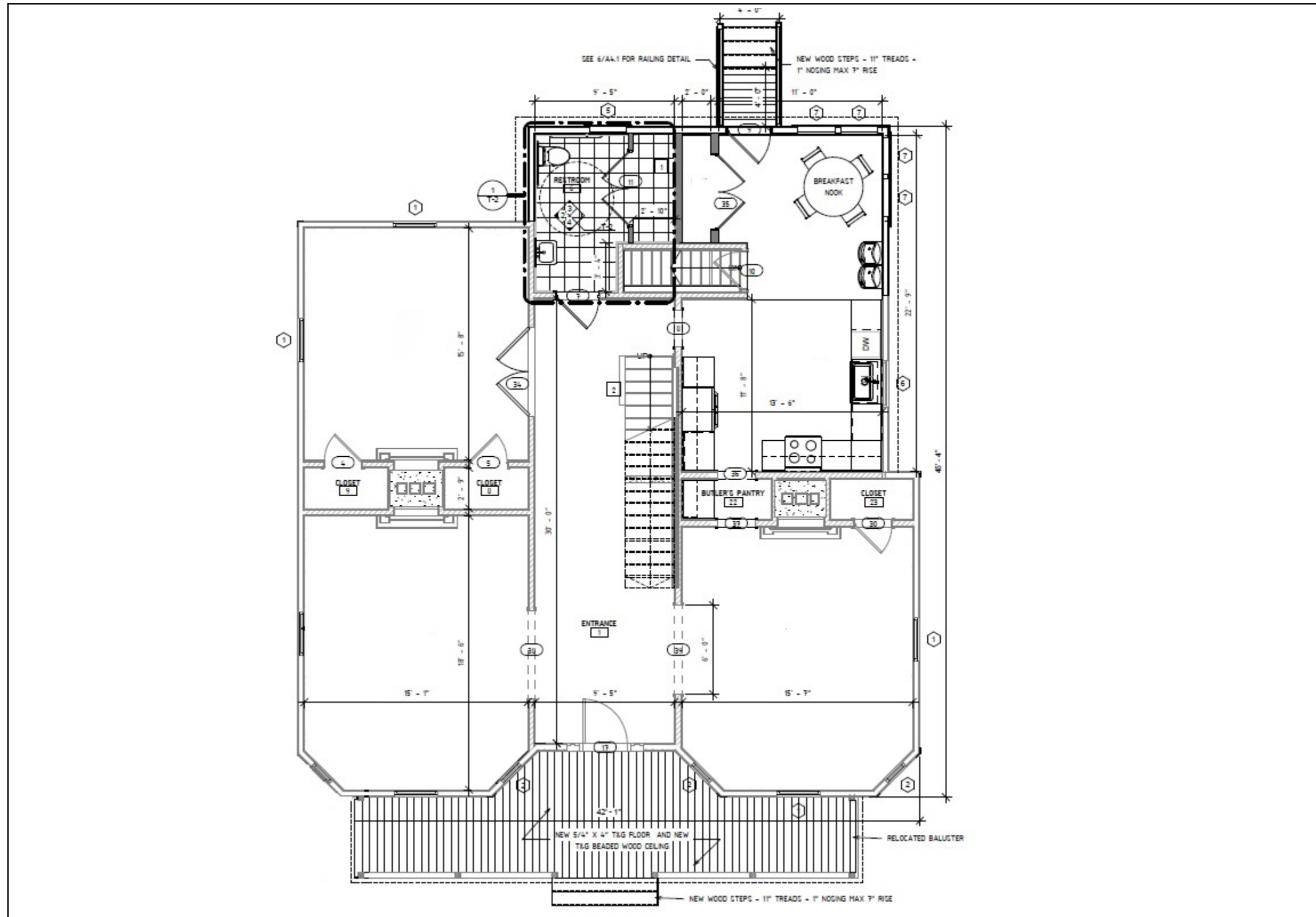


Figure 9.1: First floor plan by Maurer Architecture.

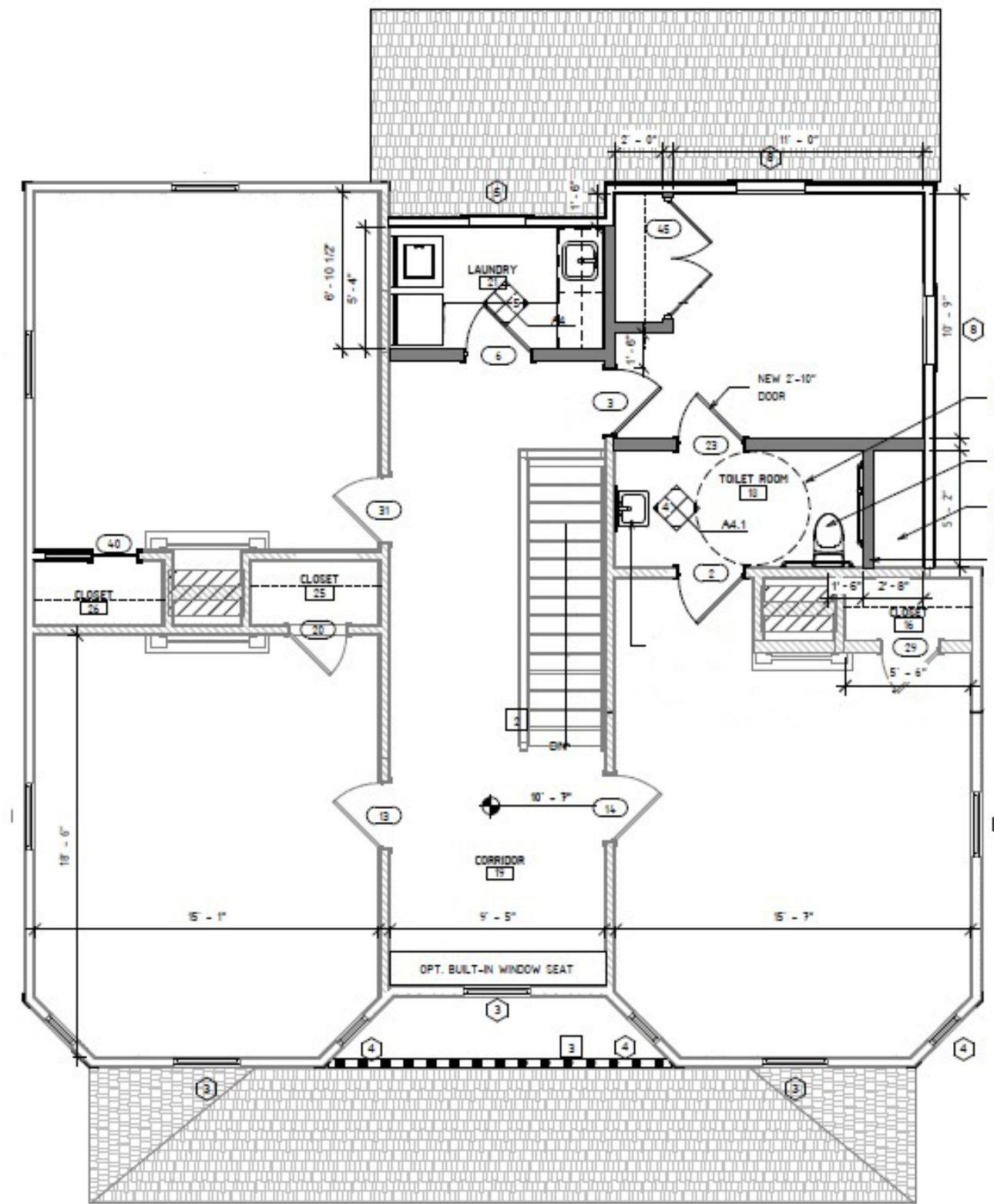


Figure 9.2: Second floor plan by Maurer Architecture.

10. MAPS

SECTION 10

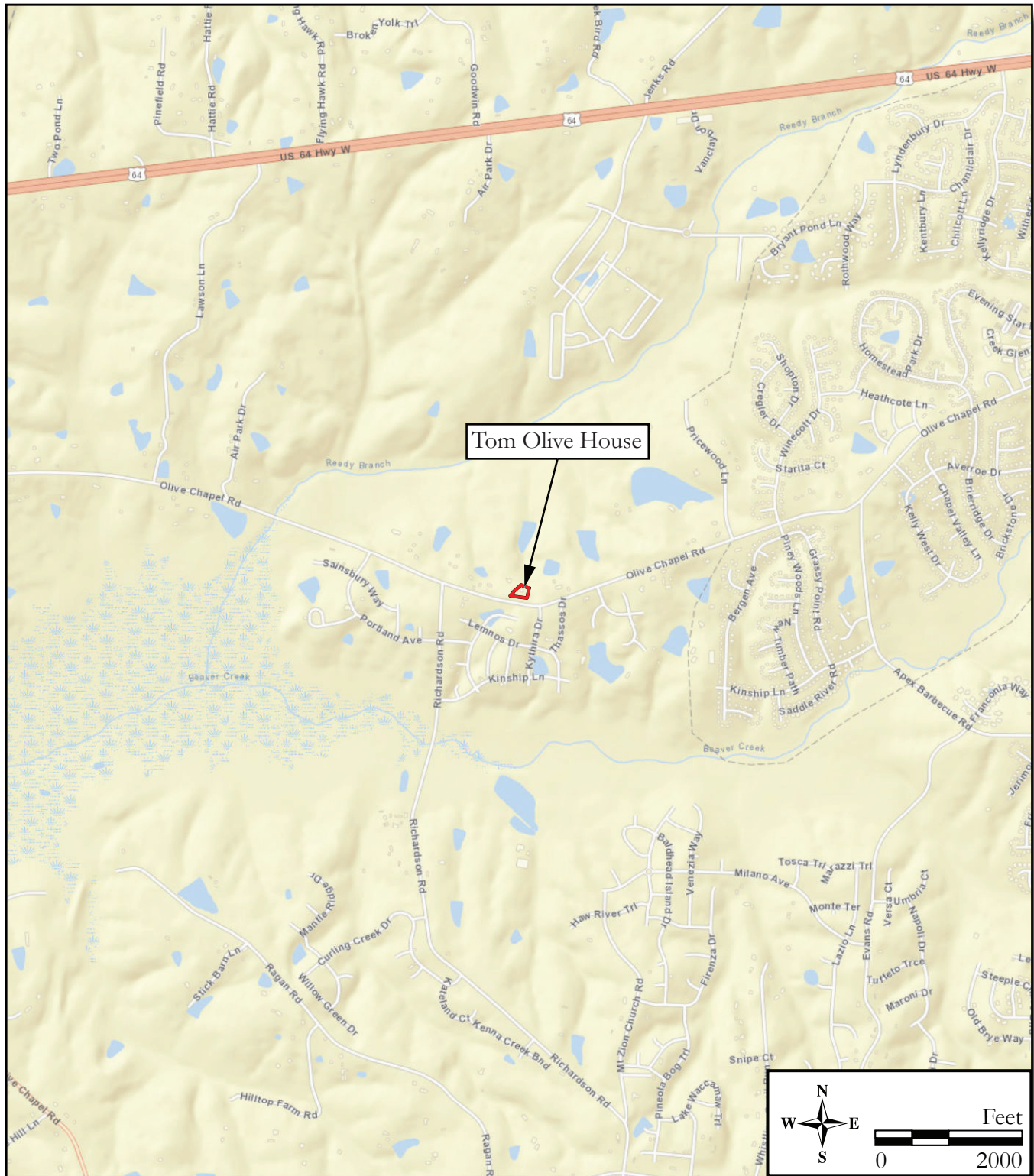


Figure 10.1: Tom Olive House location map
(World Street Map, ESRI 2016).

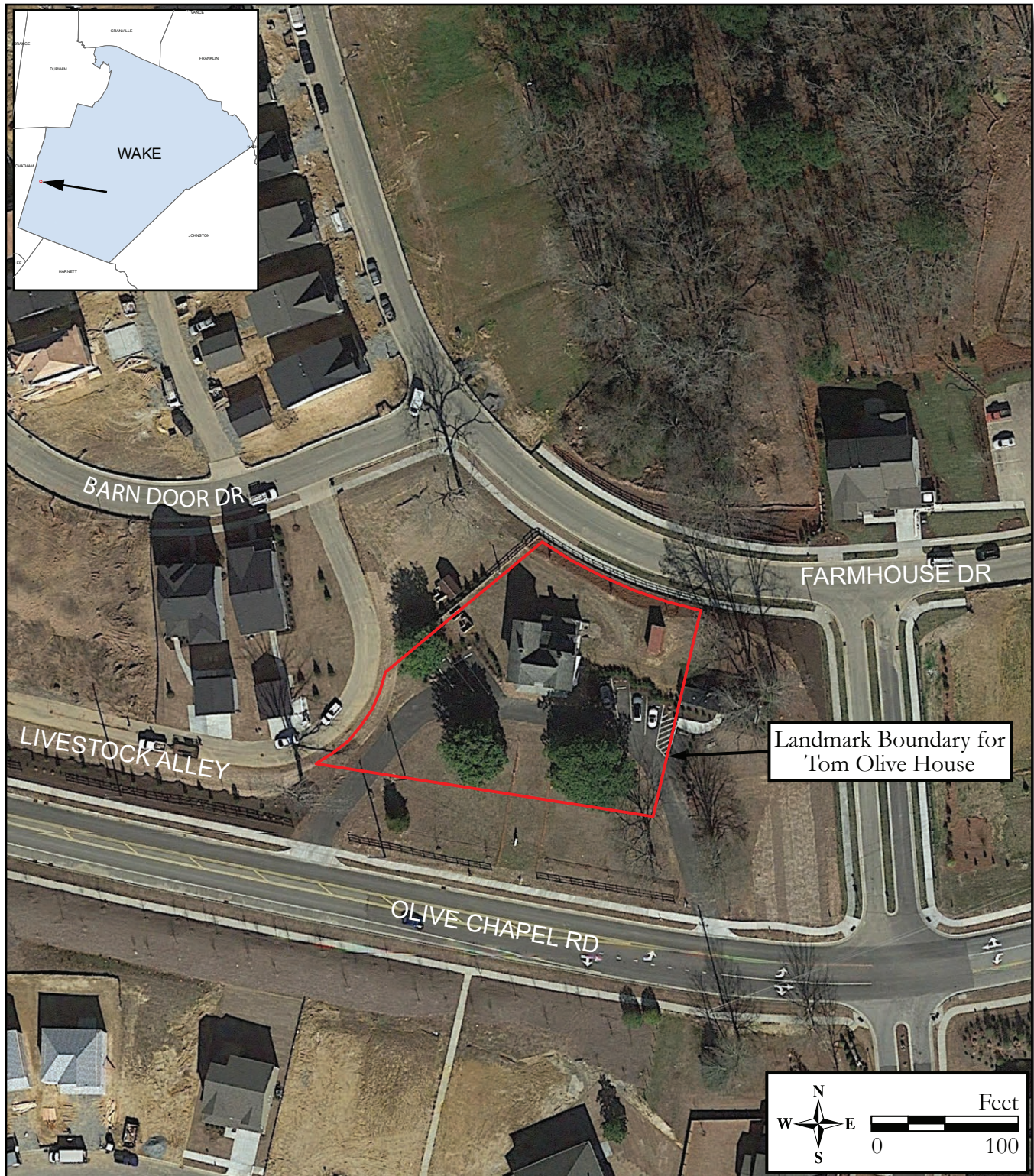


Figure 10.2: Aerial map showing Landmark boundary for Tom Olive House
(from Google Earth, Imagery date 2/4/2019).

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 3, 2019

Item Details

Presenter(s): Liz Loffin, Senior Planner

Department(s): Planning

Requested Motion

Motion to set the Public Hearing on December 17, 2019 to de-landmark the property located at 4525 Green Level West Road a Historic Landmark in compliance with North Carolina General Statute 160A-400.4

Approval Recommended?

Planning Department recommends approval.

Item Details

The house known as the James Madison Williams House caught fire on May 22, 2019 and was a total loss.

Attachments

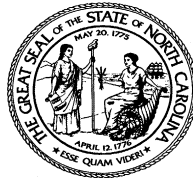
- Vicinity Map
- Landmark Application



**James Madison Williams
House**

Green Level West Rd

Batchelor Rd



**North Carolina Department of Natural and Cultural Resources
State Historic Preservation Office**

Ramona M. Bartos, Administrator

Governor Roy Cooper
Secretary Susi H. Hamilton

Office of Archives and History
Deputy Secretary Kevin Cherry

November 7, 2019

Gary Roth
Capital Area Preservation, Inc.
P.O. Box 28072
Raleigh, NC 27611

RE: Proposed de-designation of the James Madison Williams House, 4525 Green Level West Road, Apex, Wake County

Dear Mr. Roth:

Thank you for notifying our office of the proposed de-designation of the James Madison Williams House located at 4525 Green Level West Road in Apex. We understand from your email of Thursday, October 24, 2019, that the property was tragically lost due to a fire several months ago. Although the six outbuildings associated with the property remain, we understand that without the principle property these structures do not possess the special character and integrity for local landmark designation. Thus, the proposed de-designation of the property appears to be appropriate.

We have updated our records to reflect that the James Madison Williams House is no longer extant. We request a copy of the de-designation ordinance to include in our files once it is available.

This letter serves as our comments on the proposed de-designation of the James Madison Williams House. Please contact me at 919-814-6575 should you have any questions about our comments.

Sincerely,

A handwritten signature in blue ink that reads "Amber E. Stimpson".

Amber E. Stimpson
Local Preservation Commissions / CLG Coordinator

CC: Commission Chair


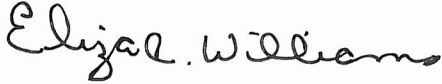
Enclosure

November 7, 2019

To Whom it May Concern,

On Wednesday, May 22, our family home and Apex Historic Landmark, known as the James Madison Williams House, was tragically lost to a fire. It was a complete loss and nothing was able to be salvaged from the structure. It was my understanding that the main farmhouse was the center of the landmark designation, and since it no longer remains, the site has its historic significance. We are requesting that the property be de-designated as an Apex Historic Landmark so that we can build a new family home on the site. Please let me know if you need anything else. Thank you.

Sincerely,

Jimmy Williams on behalf of the Williams Family

Incident Number:19-0024721

Alarm Date:05/22/2019

FDID:09200

Wake County
Basic Fire Report

Basic Information

Location:	Exact Location	4525 GREEN LEVEL WEST RD	TIMES
	Street Address	Apex, NC 27523	Alarm: 05:45:00
			Arrival: 06:30:00
			Controlled:
			Cleared: 11:17:00

Incident Type: 111 Building fire

Assistance Rendered: Cause and Origin Investigation

Requesting Agency: 04 Town of Apex Fire Dept

GPS Coordinates:

Shift: A A Shift

Lat: 35.770907

District: 04 Apex

Lon: -78.935093

Actions Taken: 86 Investigate

Haz Mat Release: N None

Property Information

Property Use: 419 1 or 2 family dwelling

Mixed Property Use: NN Not mixed use

Property Value: 200,804.00

Property Loss Dollars: 200,804.00

Contents Value: 30,000.00

Contents Loss Dollars: 30,000.00

Involvements:

Name:	Address:	Phone:	Involvement Type:
Williams, Jimmy	4525 GREEN LEVEL WEST RD Apex, NC 27523	919-369-8964	
Williams, Eliza	4525 GREEN LEVEL WEST RD Apex, NC 27523		

Responding Personnel and Units:	Totals:	Units:	1	Personnel:	2
--	----------------	---------------	----------	-------------------	----------

Personnel:

Staff ID	Name	Unit	Rank	Activity	
200	Stanley, David R	WC1	FSR	901	General Office Work
200	Stanley, David R	WC1	FSR	820	Fire Investigations
202	Gupton, H. Lee	WC1	FSR	820	Fire Investigations
202	Gupton, H. Lee	WC1	FSR	820	Fire Investigations
202	Gupton, H. Lee	WC1	FSR	820	Fire Investigations

Units Times:

Unit:	Notified:	Roll:	Arrival:	Cleared:	In Service:
WC1	05:45:00	05:45:00	06:30:00	11:17:00	11:17:00

Narrative:

WC-1 David Stanley responded to the above listed address at the request of Apex Fire Department Command. Upon arrival he met with Command (Apex Battalion Chief Beasley) and received an incident briefing and a formal request for an origin and cause investigation. Given the proximity to shift change, WC-1 Stanley contacted on coming WC-1 Lee Gupton and requested that he respond directly to the scene. WC-1 Stanley began processing the scene immediately by obtaining a verbal witness statement from the occupant of the residence and a signed consent to search. A visual observation of the scene was performed, and the scene was photographically documented. WC-1 Gupton will be listed as the Lead Investigator for this incident and will be responsible for this report and the associated narrative.

05/22/2019 20:04:40 LLGupton

This investigation was inactivated based on an email received from the Wake County Sheriff's Department Lieutenant Brent David of the Criminal Investigative Division on 5/5/2019

*** Denotes that dates on this incident occurred over multiple days.

Incident Number:19-0024721

Alarm Date:05/22/2019

FDID:09200

Wake County
Basic Fire Report

06/05/2019 06:40:04 LLGupton

Authorizations:

Lead Investigator: 202 Gupton, H. Lee

Rank: FSR Fire Services Responder

Initial Responder: 200 Stanley, David R

Rank: FSR Fire Services Responder

*** Denotes that dates on this incident occurred over multiple days.

Incident Number:19-0024721

Alarm Date: 05/22/2019

FDID:09200

Wake County

Fire/Structure Fire Report

Fire Information:

Residential Units: 1 On-Site Materials or Products: On-Site Materials or Products Usage:
Buildings Involved: 1
Acres Burned: 0

Ignition Details:

Area of Origin: 74 Attic: vacant, crawl space above top story, Contributing Factors:

Heat source: UU Undetermined NN None

Item First Ignited: UU Undetermined Human Factors:

N None

Type of Material First Ignited:

Cause of Ignition: 5A Undetermined

Equipment Involved:

NNN None

Make: Model: Serial Number:

Year: Power Source: Portability:

NN None

Involvement Type: N None

Model: Year: 0

Plate: State: Serial Number/VIN:

Structure Fire Information:

Structure Information:

Structure Type: 1 Enclosed building Number of Stories Damaged by Flame:

Building Status: 2 In normal use

Floors Above Grade: 2 Minor: 0 1-24%

Floors Below Grade: Significant: 0 25-49%

Main Floor Size: 3,414 Heavy: 0 50-74%

Floor of Origin: 2 Extreme: 2 75-100%

Fire Spread: 4 Confined to building of origin

Dectectors and Extinguishment Systems:

Detectors Present: 1 Present AES Presence: N None Present

Detector Type: 1 Smoke

Power Supply: 1 Battery only

Detector Operation: 2 Detector operated

Effectiveness: 1 Detector alerted occupants, occupants

FDID:09200

Wake County

Arson/Arson Involvements Report

Case/Scene:

Agency Referred To: WCSO Wake Co. Sheriff's Dept

330 S. Salisbury Street

P.O. Box 550

P.O. Box 550

Case Status: 3 Investigation inactive

Fire Involvement on 1st Arrival:

Cause and Origin Narrative:

SUMMATION

WC-1 David Stanley responded to the above listed address at the request of Apex Fire Department Command. Upon arrival he met with Command (Apex Battalion Chief Beasley) and received an incident briefing and a formal request for an origin and cause investigation. Given the proximity to shift change, WC-1 Stanley contacted on coming WC-1 Lee Gupton and requested that he respond directly to the scene. WC-1 Stanley began processing the scene immediately by obtaining a verbal witness statement from the occupant of the residence. A visual observation of the scene was performed, and the scene was photographically documented. Given that the owner/occupant with the reasonable expectation of privacy left the scene shortly after the initial interview due to health concerns, this fire will be investigated using the exigent circumstance exception to the warrant requirements. WC-1 Gupton will be listed as the Lead Investigator for this incident and will be responsible for this report and the associated narrative.

PARTICIPATING INVESTIGATORS

H. Lee Gupton, NC-CFI, Deputy Fire Marshal, Wake County Fire Services, WC-1 C-Shift, Lead Investigator
David Stanley, NC-CFI, Deputy Fire Marshal, Wake County Fire Services, WC-1 A-Shift, Initial Responder
Chad Edmunds, Special Agent, ATF, Investigative Assistance/Investigative Resource

BUILDING CONSTRUCTION

The structure was determined to be a two-story, wood-frame, single-family residence consisting of approximately 3414 square feet of conditioned space according to Wake County Tax Records. Based on tax record information and owner statements, the structure was originally built in 1911 and was renovated in the mid 1950's. The structure was known as the James Madison Williams House and was built in what was known as the Queen Anne style of design and construction based on information obtained from the Capital Area Preservation Society. The floor of the original structure was of rough sawn wood floor joist which at some point was enclosed with a masonry foundation wall to create a ventilated crawlspace. The wall studs, second level floor/ceiling assembly and roof structure were also constructed of rough sawn lumber. The roof sheathing consisted of one-inch thick skip-sheathing and covered with tin shingles. The interior wall and ceiling finishes were of drywall which covered the tongue and groove finishes that were original to the structure. The substrate of the floors was determined to be the original heart-pine flooring and covered with carpet and vinyl sheet goods. The finished bedrooms of the second level occupied only between 25% and 30% of the of the overall floor level. The remainder of the space was unconditioned and used primarily for storage. The dwelling was provided with battery operated smoke detectors on each floor level and in each bedroom based on statements provided by the owner and her son. In addition, a monitored security system was present within the structure and smoke detection components were incorporated into the system. It is not known if the battery-operated smoke detectors functioned. However, based on occupant statements, the notification appliance of the security/fire detection system did activate and awoke the occupant. The structure was occupied and secured at the time of the incident. An examination of the mechanical components of the structure revealed that the lower level was conditioned by a propane powered gas-pack that was located along the rear of the structure. The second level was conditioned by a gas furnace located in the unfinished area of the second floor. The condenser for this furnace was located along the rear of the structure as well. Gas logs were present within the fire place and all gas appliances noted above were fed from a remotely located above-ground propane tank in the rear yard. The electrical power was supplied via an overhead service drop to a 200-Ampere meter base located along the front left corner. This meter feed a 200-Ampere main breaker 42 circuit panel located under the enclosed portion of the carport along the front wall. Based on occupant/owner statements, no abnormalities had been experienced with the electrical system.

Arson/Arson Involvements Report

FIRE DEPARTMENT ACTIONS

Apex Fire Department along with automatic aid from Cary Fire Department and North Chatham Fire Department were dispatched to the above listed address in reference to a reported structure fire. Due to closest unit response and proximity Cary Engine 8 was the first apparatus to arrive and reported a working structure that was fully involved. Cary Engine 8 Officer (Captain Andy Hiscock) established command and performed a size up. Engine 8 deployed a 5-inch large diameter hose lay to the roadway for a water shuttle operation. Upon arrival of Cary Battalion 2 (Battalion Chief Kevin Annis), Command was transferred to him. As Apex Fire Department Battalion Chief 5 Michael Beasley arrived on scene, Command was transferred to him. Cary Engine 8 deployed attack lines to the rear of the structure to cool large propane tanks. North Chatham units provided the water shuttle operation while Apex and Cary Fire Departments performed suppression and overhaul operations. Eventually foam was used to extinguish the fire. WC-1 was dispatched automatically as a resource when this incident was upgraded to a working fire.

WITNESS STATEMENTS

Written witness statements were provided by the first arriving fire department personnel on board Cary Engine 8. Refer to the written statements in this file from Captain Andy Hiscock, Firefighter Phillip Bass, Firefighter Kenneth Gordon, Firefighter William Kochies and Firefighter Russell Fuller.

An initial interview was conducted by WC-1 Stanley upon arrival with the owner/occupant Eliza Williams. A more formal interview was conducted by WC-1 Gupton at approximately 11:15 hours after she was requested to return to the scene. The statement is transcribed below;

Mrs. Williams stated that she was awoken by the horn of the ADT burglar alarm system and she assumed someone was attempting to break into the residence. She proceeded from her bedroom to check all the doors throughout the first-floor level and found nothing wrong. On her way back to her bedroom, she noticed that smoke was coming down the stairwell and was starting to roll out onto the twelve-foot ceilings of the first floor. She stated that the smoke was light gray in color at that time. She stated that she proceeded to her bedroom, got dressed, grabbed her pocketbook and then proceeded back through the residence to the carport exit door bypassing at least two other exit doors as this was habit given that they always exit through the carport door. Once in the carport area, she stated that she realized that she did not have her phone. She stated that she proceeded back through the residence to her bedroom, unplugged her phone and attempted to call 911 from the bedroom, but the call dropped. She then called her son while proceeding back to the carport door and exited the structure. She advised that when she exited she went to the backyard where she could see flames protruding through the roof along the rear of the roof structure. She then moved to the front yard and waited for the fire department's arrival. She stated that she was upset, emotional and already had a scheduled doctor's appointment that morning and contacted her daughter to come pick her up and carry her to the scheduled appointment. In addition, she has lost her eyeglasses and all diabetic medications as a result of the fire and needed to have her daughter take her to the doctor, pharmacy and ophthalmologist to obtain needed medications and eyeglasses.

A verbal witness statement was obtained from Jimmy Williams, the son of Eliza Williams at the scene by WC-1 Gupton at approximately 08:45 hours and is transcribed below;

Mr. Williams advised on structural and finish elements throughout the structure. He stated that there were 9-volt battery operated smoke detectors located throughout the dwelling which he was responsible for and he made certain that the batteries were changed regularly as his mother resided alone within the structure. In addition, an ADT monitored burglar alarm system was in place within the dwelling. The system did have smoke detection components tied to the burglar alarm. The two smoke detectors tied to this system were located on the first floor in the main corridor and the second-floor detector was located along the rear wall above the air-return near the door leading to the attic storage area. He stated that the upper level consisted of an open area below the turret and bedrooms located to the left and right sides of this open area. A smaller door leading to the unfinished storage area was located along the rear wall that separated the finished area from the unfinished storage area. He advised that the only electrical components present in the storage area were those associated with the gas furnace located just inside the door to the unfinished area and one overhead light that was mounted to a cross member and suspended from the roof structure. This light was controlled by a switch on the finished side of the wall and to the left of the door leading to the unfinished area. In addition, the air return was present in this same area as well as the ADT smoke detector. He stated that the gas line for the gas furnace was believed to have been run up through the wall from the crawlspace of the first floor, but was uncertain. He stated that they had experienced no issues with the furnace or electrical components of the structure. Furthermore, the air-conditioning to the second level via the gas furnace air-handler was in the off position as it had not gotten hot enough in the upper level to have it operating yet. He provided information with respect to the

Arson/Arson Involvements Report

renovation that occurred at some point in the mid 1950's where all of the original tongue and groove wall and ceiling finishes were covered in drywall and electricity was introduced into the structure.

FIRE SCENE PROCESSING

The fire scene processing began immediately upon arrival of WC-1 Stanley by obtaining initial photographs and performing initial interviews with the occupant and her son. An incident briefing was conducted with Command and they advised that this was determined to be located within the Apex Fire Department's Fire Response District, but due to proximity, Cary Fire Department Engine 8 was the first to arrive. As suppression efforts were still underway, he contacted on-coming WC-1 Gupton and requested that he respond directly to the scene with a spare vehicle. WC-1 Stanley remained on the scene and coordinated with Command. WC-1 Gupton contacted Chad Edmunds of the Bureau of Alcohol, Tobacco and Firearms for assistance as an external resource. Once all parties had arrived on scene, an in-depth interview with Mr. Williams was conducted and visual observations of the remains of the structure were made. The owner/occupant Eliza Williams was requested to return to the scene or investigators could meet her at another location as she was extremely emotional about the loss of the dwelling. Once she had returned to the scene, an in-depth interview with her was conducted. Given the second floor was obliterated by the fire and only portions of the first-floor walls and floor remained intact, the information obtained from the interviews were used to form a hypothesis of the fire origin. Statements made by Eliza Williams were that when she exited the structure, the two vehicles parked under the carport were not involved in the fire. In addition, Jimmy Williams stated that when he arrived on scene (prior to the fire department), that the vehicles were just beginning to become involved. The statements of Captain Andy Hiscock advised that upon his initial size up, both vehicles were involved. Statements by Eliza Williams were that upon exiting the structure and carport area, she could see fire on the rear of roof. Based on a building layout of the second floor provided by Jimmy Williams, this portion of the roof would have been directly above the unfinished storage area of the second level.

Potential ignition sources were discussed in the storage area and the only ones known to be present were those of the gas furnace and its associated electrical and gas components. The other was that of the overhead light and associated wiring present the storage area. The weather conditions prior to the incident were reportedly 70 degrees Fahrenheit with a 55% relative humidity and winds from the east at 9 miles per hour.

CONCLUSION

It is the consensus of the investigators involved that this fire be classified as undetermined given that no specific ignition source or ignition sequence could be determined. The area of origin is that of the unfinished storage area of the second-floor level. This incident will remain under investigation until such time as additional information may be forthcoming. Although no indications of criminal activity were observed, given that this fire cause is left undetermined, a referral was sent to the Wake County Sheriff's Office per departmental policy.



FDID	State	Incident #	Exposure	CAD #	Station	Shift
09205	NC	190001586	0	19-001584	5	A
Incident Date	Event / Call Time			Incident Action		
5/22/2019	04:31:02			11	Extinguishment by fire service personnel	
				86	Investigate	
Incident Type						
111	Building fire					

Times

Alarm Time	Enroute	Arrival	Last Unit Cleared	Time Controlled
04:32:14	04:34:15	04:42:39	15:35:52	
EMS Unit	EMS Dispatch	EMS Enroute	EMS Arrival	With Patient

General

Location Type	Property ID		
1 - Street address	4525 GREEN LEVEL WEST RD Apex		
District/Box	State	City	Zip Code
County	NC - North Carolina	Apex	27523
Number/Milepost	Street or Highway		Apt./Suit/Room
4525	GREEN LEVEL WEST RD		
Number/Milepost	Crossing street		

Narrative

Apex, Cary and North Chatham Fire Departments responded to a structure fire at 4525 Greenlevel West Rd. Cary Engine 8 was first on scene and reported heavy fire showing and established command. Cary Battalion 2 was the first chief officer on scene and assumed command from Engine 8. Due to the level of fire involvement all fire attack was defensive from the exterior of the structure. The only occupant was able to escape before any fire department resources arrived. There were no reported injuries to civilian or fire service personnel. Fire department units remained on scene until Wake County fire marshals completed their investigation, at that point the property was turned back over to the owners.

Fire

Total of Buildings Involved 1

Total Acres Burned

☒ Less Than One Acre Burned

Ignition

Area of Fire Origin

UU Undetermined

Heat Source

UU Undetermined

Item First Ignition

UU Undetermined

Type of Material First Ignited

uu Undetermined

Cause of Ignition

U - Cause undetermined after investigation

Equipment Involved

Brand

Model

Serial Number

Year

Equipment Power Source

Equipment Portability

If Age is a Factor

Age

Human Factors Gender

Suppression Factors

411 Delayed detection of fire

412 Delayed reporting of fire

Factor Contributing To Ignition

UU Undetermined

Human Factors Contributing To Ignition

N - None

On Site Material

Mobile Property Involved

Involvement Type	Property Type	Make
------------------	---------------	------

Model	Year	License Plate	State	VIN
-------	------	---------------	-------	-----

Structure Fire

Structure Type

1 - Enclosed building

Structure Status

2 - In normal use

Fire Spread

4 - Confined to building of origin

Main Floor Size

Length \times Width OR Square Feet
3414

Floor of Origin

2

Building Height

Stories Above Grade Stories Below Grade
2 0

Stories Flame Damage

Minor Significant Extreme Heavy
2

Detector Presence

1 - Present

Detector Type

1 - Smoke

Detector Power Supply

U - Undetermined

Detector Operation

2 - Detector operated

Detector Effectiveness

1 - Detector alerted occupants -

Detector Failure Reason

AES Presence

N - None Present

AES Type

AES Operation

AES Failure Reason

Number Of Sprinklers

Arson

General Information

Case Status

Availability Of Material First Ignited

Extent of Fire Involvement on Arrival

Entry Method

Incendiary Device

Container

Ignition/Delay Device

Fuel

Property Ownership

Suspected Motivation Factors

Apparent Group Involvement

Initial Observations

Laboratories Used

Other Investigative Information

Other Information

Juvenile Information

Property

☒ **Is Residential** **Number of Residential Units:** 1

Estimated Dollar Value and Losses

PRE-INCIDENT VALUES

Property \$500,000.00

Contents \$250,000.00

LOSSES (If no loss, leave blank)

Property \$500,000.00

Contents \$250,000.00

Property Use / HazMat / Detector Status

Property Use

419 1 or 2 family dwelling

Mixed Property Use

65 - Farm use

HazMat Release

Detector Status

1 - Detector alerted occupants

Mutual Aid

Notify Date/Time **Cancel Date/Time** **Arrival Date/Time** **Cleared Date/Time**

Agency Information

Fire Department

Cary Fire Department

FDID

09203

State

NC

Custom Department Identifier

Mutual Aid Purpose

Agency Incident

19-0004425

Aid

Fire Apparatus Provided 6

Fire Personnel Provided 21

Rescue Apparatus Provided

Rescue Personnel Provided

EMS Apparatus Provided

EMS Personnel Provided

Other Apparatus Provided

Other Personnel Provided

Notify Date/Time Cancel Date/Time Arrival Date/Time Cleared Date/Time

Agency Information

Fire Department

North Chatham Volunteer Fire Department

FDID

01905

State

NC

Custom Department Identifier**Mutual Aid Purpose****Agency Incident #**

1922997

Aid

Fire Apparatus Provided 5

EMS Apparatus Provided

Fire Personnel Provided 7

EMS Personnel Provided

Rescue Apparatus Provided

Other Apparatus Provided

Rescue Personnel Provided

Other Personnel Provided

Response

Apparatus ID	CAD App ID	Dispatch (DP)	Dispatch (DC)	Enroute (ER)	Arrival (AR)	Cleared	# of Personnel
BAT5	BAT5	04:32:15	04:32:15	04:34:35	04:44:21	12:09:04	1

Apparatus Narrative

BATT5 of type Chief officer Car responded after receiving a STRUCTURE FIRE-SINGLE RESIDENT call at 05/22/19 04:32:15. Apparatus went enroute at 05/22/19 04:34:35. arrived on site at 05/22/19 04:44:21. after performing Incident command. by Michael G Beasley,

Actions for Apparatus

81 Incident command

- On arrival we found a single family structure well involved in fire
Crews made an exterior defensive attack due to the structure already well involved in fire.

Personnel	Arrival Time	Clear Time	Actions Taken
Michael Beasley	04:44:21	12:09:04	

Apparatus ID	CAD App ID	Dispatch (DP)	Dispatch (DC)	Enroute (ER)	Arrival (AR)	Cleared	# of Personnel
E35	E35	04:32:14	04:32:14	04:34:15	04:42:39	11:58:37	3

Apparatus Narrative

Engine 35 arrived on scene to a working house fire. Upon arrival Cary Fire Department established Fire Command and initiated an exterior, defensive attack as the home was at least two thirds involved with fire. Engine 35's personnel formed a Rapid Intervention Team with Cary Rescue 7. We were then asked by Command to protect exposures and to extinguish the fire from a safe distance. We used two different attack lines that were already in use. We switched to a foam operation with our Pro Paks but went back to attack nozzles. Veasey, Wallace, and Hamilton were relieved by Dague, Cirasole, and Wilson after 0800. We drove the CERT Van back to Station 5.

Actions for Apparatus

73 73 Provide manpower

Personnel	Arrival Time	Clear Time	Actions Taken
Robert Veasey	04:42:39	11:58:37	73 - Provide
Lawrence Hamilton	04:42:39	11:58:37	73 - Provide
Loren Wallace	04:42:39	11:58:37	73 - Provide

Apparatus ID	CAD App ID	Dispatch (DP)	Dispatch (DC)	Enroute (ER)	Arrival (AR)	Cleared	# of Personnel
TANK31	TANK31	04:45:32	04:45:32	04:56:28	05:13:14	07:44:56	1

Apparatus Narrative

TANK 1 of type Tanker & pumper combination responded after receiving a STRUCTURE FIRE-SINGLE RESIDENT call at 05/22/19 04:45:32. Apparatus went enroute at 05/22/19 04:56:28. arrived on site at 05/22/19 05:13:14. Team cleared site at 05/22/19 07:44:56. after performing Provide water. by Jonathon Baker,

Actions for Apparatus

76	Provide water
----	---------------

- What was found when you arrived on scene?
- What was done to mitigate the situation?
- What was the outcome?

Personnel	Arrival Time	Clear Time	Actions Taken
Jonathon Baker	05:13:14	07:44:56	

Apparatus ID	CAD App ID	Dispatch (DP)	Dispatch (DC)	Enroute (ER)	Arrival (AR)	Cleared	# of Personnel
TANK35	TANK35	04:45:32	04:45:32	11:50:44	12:28:27	15:35:52	0

Apparatus Narrative

Did not respond

Apparatus ID	CAD App ID	Dispatch (DP)	Dispatch (DC)	Enroute (ER)	Arrival (AR)	Cleared	# of Personnel
E34	E34	11:50:44	11:50:44	11:50:44	12:01:38	15:35:52	2

Apparatus Narrative

E34 of type Engine responded after receiving a STRUCTURE FIRE-SINGLE RESIDENT call at 05/22/19 11:50:44. Apparatus went enroute at 05/22/19 11:50:44. arrived on site at 05/22/19 12:01:38. Team cleared site at 05/22/19 15:35:52. by Joshua B Stone, Zachary R Lindsey,

Engine 34 stood by during investigation and cooled hot spots.

Personnel	Arrival Time	Clear Time	Actions Taken
Joshua Stone	12:01:38	15:35:52	
Zachary Lindsey	12:01:38	15:35:52	

Owner /Involved Person and Entities

Owner Full Name	Owner / Involved	Person / Entity	Phone Number	Entity Name
Williams,Eliza C	1 - Owner	1 - Person		

Authorization

Member Making Report

Member Making Report
Michael Beasley

Member Making Assignment
Battalion Chief

Report Completed Date
5/23/2019

Officer In Charge

Officer In Charge
Michael Beasley

Officer In Charge Assignment
Battalion Chief

Review

Report Reviewed By
Michael Beasley

Report Reviewed Date
5/23/2019

CAD Details

EventDetails: AgencyCode: AFD ReportNumber: 19001584 CadInciNumber: 190522065 NatureCode: 69E6
NatureDescription: STRUCTURE FIRE-SINGLE RESIDENT EventPriorityCode: P PriorityDispatchDeterminant:
69E06 LocationTypeCode: 1 StreetNumber: 4525 StreetDirection/: StreetName: GREEN LEVEL WEST
StreetType: RD StreetPostDirection/: ApartmentSuite/: ApartmentSuiteUnfiltered/: FullAddress: 4525 GREEN
LEVEL WEST RD CityCode: APEX CityCodeDescription: APEX State: NC ZipCode: 27523 SiteName/:
SiteCADKey/: SiteTypeCode/: XStreetDirection/: XStreetName/: XStreetType/: XStreetPostDirection/:
EventLatitude: 35.76897 EventLongitude: -78.93483 SPGeox: 2019335.00 SPGeoy: 734785.00 DMSLatitude: 35
46 8.29 N DMSLongitude: 78 56 5.39 W DMMLatitude: 35 46.1382 N DMMLongitude: 78 56.0898 W
AdditionalAddressInfo: DIST: 237.05 ft (S)COUNTY JURISDICTION (N) EventStartTime: 2019-05-22 04:31:02
FirstDispatchTime: 2019-05-22 04:32:14 FirstEnrouteTime/: FirstOnSceneTime/: UnderControlTime/:
LastUnitClearTime/: FirstTransportTime/: LastTransportArriveTime/: EventCompletedTime/: LastExportTime:
2019-05-22 04:32:16 PatientContactTime/: EventDistrict: 035 EventStation: S35 EventBeat/:
EventReportingArea: 350 CadResponsePlan: APXN CadResponsePlanCategory: 69MD CallerName: VERIZON
CallerAddress: 2 NC 540 SB CallerNumber: 9193698964 CallSource: W911 E911Used: T CallTakerUserId:
LPAUL CallTakerName: Paul,Lauren DispatcherUserId: TBAZEMOR DispatcherName: BAZEMORE, TIFFANY
EventDispositionCode/: MultipleEventDispositions/: FirstAgencyArriveTime/: CadNotes/: PrimaryUnit: E35
LinkedEvents: Event: AgencyCode: CPD ServiceType: LAW ReportNumber/: CadInciNumber: 190522067
Event: AgencyCode: WCEM ServiceType: EMS ReportNumber/: CadInciNumber: 190522068 Event:
AgencyCode: CFD ServiceType: FIRE ReportNumber: 19004425 CadInciNumber: 190522069

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 3, 2019

Item Details

Presenter(s): Joanna Helms, Economic Development Director

Department(s): Economic Development

Requested Motion

Motion to approve budget amendment for Economic Development for economic development incentive payment

Approval Recommended?

Staff recommends approval per terms of the agreement

Item Details

Town Council held a public hearing and approved a tax incentive agreement for Project Bluewater (Pentair) at its September 15, 2017 meeting. Per the Town's economic development incentive policy, the agreement provides for a grant equal to 90 percent of the taxes paid to the Town by the company for three years. The incentive amount was inadvertently not included in the budget. A budget amendment is required to provide for the grant funds (\$17,335.98). Funding will come from appropriated fund balance. This is the first of three anticipated payments.

Attachments

- Company letter of request and incentive agreement
- Budget Ordinance Amendment No. 8





J. PATRICK GAVAGHAN

PRESIDENT

5410 TRINITY ROAD

SUITE 215

RALEIGH, NC 27607

TELEPHONE: 919-747-7910

FAX: 919-851-2630

November 11, 2019

Mr. Drew Havens
Apex Town Manager
P.O. Box 250
Apex North Carolina 27502

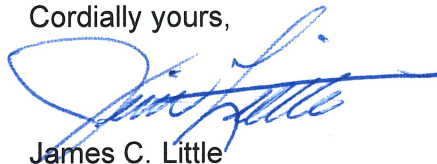
RE: Economic Development Incentive Grant Pentair Corporation, Pinnacle Park, Apex North Carolina

Dear Mr. Havens,

I am reaching out to you on behalf of Pentair Corporation, our tenant at Pinnacle Park in Apex. I have attached for your use a copy of the Economic Development Incentive Grant Agreement signed by you and Pentair Water Pool and Spa, Inc. in March of 2018. The agreement calls for a rebate of 90% of the Municipal Taxes paid to Apex during the years 2019, 2020 and 2021. I have attached with this agreement, the paid receipt for the taxes for the year 2019. According to the tax bill the total taxes paid to the Town of Apex was \$19,262.20 this would equate to a 90% rebate of the Municipal Taxes in an amount of \$17,335.98.

Per the Incentive Agreement these rebates are to be made before March 1st of 2020. I wanted to provide you with the enclosed information early so that if there were any questions regarding the tax rebate, we could have time to discuss it. Pentair continues to grow in its Pinnacle Park location and has met all of the requirements of the Incentive Agreement. Please let me know if you have any questions regarding the enclosed information or if I can provide additional information to you. I am copying Joanna Helms, since she was an important part of the negotiation with this Incentive Agreement. Thanks again for your assistance and I look forward to hearing from you.

Cordially yours,



James C. Little
COO Keystone Corporation

cc: Joanna Helms
cc: Steve Risner

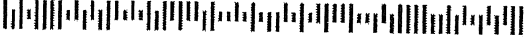
WAKE COUNTY TAX ADMINISTRATION
PO BOX 2331
RALEIGH NC 27602-2331



PROPERTY TAX NOTICE

Visit our webpage at www.wakegov.com/tax

7761790-130818-1 1 1 130818 1 AV 0.383 389



KEYSTONE-PINNACLE PARK LLC
5410 TRINITY RD STE 215
RALEIGH NC 27607-6003

RECEIVED
JUL 22 2019
BY: _____

- * **DUE DATE:** Property taxes are due and payable September 1 and delinquent if paid after the date shown below.
- * **FAILURE TO PAY:** Delinquent taxes are subject to garnishment of wages, levy on personal property, and foreclosure proceedings immediately upon becoming delinquent.
- * **INTEREST:** Added at the rate of 2% for January and $\frac{1}{4}$ of 1% each following month.
- * **INSTALLMENTS:** For your convenience, installment payments are accepted. Account must be paid in full prior to becoming delinquent. Visit www.wakegov.com/tax/payments for more information.
- * **TAX RELIEF:** See reverse of this notice for information regarding tax relief, exemption and exclusion programs.
- * **RESIDENTIAL WASTE REDUCTION FEE:** This annual fee supports various waste reduction programs benefiting all residents and the environment.

Account Number	Tax Year/Year For	Bill Type	Bill Date	Due Date	Delinquent After
0000451620	2019/2019	000000	07/19/2019	09/01/2019	01/06/2020
Description:	LO3 PINNACLE PARK CENTER BM2017-02327		Real Value:	6,641,495	
Location Address:	1701 PINNACLE CENTER DR		Deferred Value:		
Acrcage:	7.00		Use Value:	6,641,495	
Year For:	2019		Excluded Value:		
Pin Number:	0751 27 6002 000		Total Value:	6,641,495	

TAXING DISTRICT		RATE PER \$100 VALUE	AMOUNT DUE
WAKE COUNTY	WCPSS	0.49420	22,938.27
DISTRIBUTION:	Wake Tech	0.04230	1,963.35
	County Services	0.18420	8,549.63
TOTAL WAKE COUNTY		0.72070	33,451.25
MUNICIPALITY:	APEX	0.41500	19,262.20
FIRE DISTRICT:			
SPECIAL DISTRICT:			
TOTAL TAX			52,713.45
RESIDENTIAL WASTE REDUCTION FEE:			
LATE LIST FEES:			
TOTAL TAX & FEES			52,713.45
LESS CREDIT FOR PREPAID TAXES			0.00
TOTAL DUE			52,713.45

HOW YOUR WAKE COUNTY TAX DOLLAR IS USED		HOW YOUR TOWN OF APEX TAX DOLLAR IS USED	
• COUNTY SCHOOLS - OPERATING	47.04%	• PUBLIC SAFETY	38.0%
• COUNTY SCHOOLS - CAPITAL	21.53%	• GENERAL GOVERNMENT	13.0%
• COUNTY CAPITAL PROGRAM	6.27%	• TRANSPORTATION	13.0%
• WAKE TECH COMMUNITY COLLEGE	5.87%	• ECONOMIC & PHYSICAL DEVELOPMENT	12.0%
• GENERAL GOVERNMENT	5.83%	• CULTURAL & RECREATION	9.0%
• SHERIFF	4.57%	• ENVIRONMENTAL PROTECTION	8.0%
• HUMAN SERVICES	4.06%	• DEBT SERVICE	7.0%
• COMMUNITY SERVICES	1.76%	• TOTAL	100%
• PUBLIC SAFETY	1.52%		
• HOUSING	1.00%		
• ENVIRONMENTAL SERVICES	0.55%		
• TOTAL	100%		

9159PPTN AR BR 5/22/19 CMYK

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

ACCOUNT NUMBER	BILL DATE	DUE DATE	CORRECT IF PAID BY	TOTAL AMOUNT DUE	AMOUNT PAID
0000451620	07/19/2019	09/01/2019	01/06/2020	52,713.45	

If paying with your bank's on-line bill pay option, be sure to reference your current tax account number and use the Charlotte mailing address shown below. Correspondence without payments should be mailed to P.O. Box 2331, Raleigh NC 27602.

TO CHANGE YOUR MAILING ADDRESS,
PLEASE FILL IN CORRECT INFORMATION BELOW.

NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

MAKE CHECK PAYABLE & REMIT TO:

WAKE COUNTY TAX ADMINISTRATION
PO BOX 580084
CHARLOTTE NC 28258-0084



KEYSTONE-PINNACLE PARK LLC
5410 TRINITY RD STE 215
RALEIGH NC 27607-6003

010000000000045162020192019000000000000000000000000000005271345000

Property Tax Information

Billing/Collections - Account Summary

Account Number: *0000451620

Wake County, North Carolina[Print](#) [Close Window](#)

Displaying 1 - 2 of 2

Page 1 of 1

Account Description	Account Number/Status	Amount Due
KEYSTONE-PINNACLE PARK LLC L03 Pinnacle Park Center BM2017-02327 Location: 1701 PINNACLE CENTER DR APEX 27539-4407	0000451620-2019-2019-000000	Current Due: \$0.00 Due Date: 09/01/2019 Interest Begins: 01/07/2020 Paid in Full: 09/19/2019 Amount Paid: \$52,713.45
KEYSTONE-PINNACLE PARK LLC L03 Pinnacle Park Center BM2017-02327 Location: 1701 PINNACLE CENTER DR APEX 27539-4407	0000451620-2018-2018-000000	Current Due: \$0.00 Due Date: 09/01/2018 Interest Begins: 01/08/2019 Paid in Full: 12/06/2018 Amount Paid: \$7,825.92

Statements of vehicle property taxes paid to the NC DMV at the time of registration are not available on the County's web site. To obtain a statement of the property taxes paid for your vehicles, visit NC DMV online.

The property records and tax bill data provided herein represent information as it currently exists in the Wake County collection system. This data is subject to change daily. Wake County makes no warranties, express or implied, concerning the accuracy, completeness, reliability, or suitability of this data. Furthermore, this office assumes no liability whatsoever associated with the use or misuse of such data.

Questions? E-mail taxhelp@wakegov.com or call the Wake County Department of Tax Administration at 919-856-5400.

ECONOMIC DEVELOPMENT INCENTIVE GRANT AGREEMENT

NORTH CAROLINA

WAKE COUNTY

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (hereinafter this "Agreement") is made and entered into as of the 23rd day of February, 2018, by and between The Town of Apex, a body corporate and politic (hereinafter referred to as "the Town"), and Pentair Water Pool and Spa, Inc., a Delaware corporation (hereinafter referred to as "Pentair"). The Town and Pentair may hereinafter be collectively referred to as "Parties."

WITNESSETH:

WHEREAS, the Local Development Act of 1925, as amended (Article 1 of Chapter 158 of the North Carolina General Statutes) grants towns the authority to make appropriations for the purposes of aiding and encouraging the location or expansion of certain business enterprises in the town or for other purposes, which the town's governing body finds in its discretion will increase the population, taxable property base, agricultural industries, employment, industrial output, or business prospects of the town; and

WHEREAS, the purpose of this Agreement is to describe certain incentives to be provided by the Town to Pentair in connection with Pentair's business operations and leasing (as tenant) of a project consisting of the construction of a new facility by Pentair's landlord, Keystone-Pinnacle Park, LLC ("Keystone"), and Pentair's installation of equipment for the research, development, design, engineering, and testing of pool and spa equipment and products to be located at 1701 Pinnacle Center Dr., PIN # 0751-27-6002 in the Town of Apex, NC, (the "Project") for the purpose of expanding Pentair's existing business; and

WHEREAS, the Apex Town Council verily believes that the location of new industries and the expansion of existing industries is vital to the economic health of the Town and to the welfare of its citizens; and

WHEREAS, the Apex Town Council wishes to encourage such development by means of offering incentives to recruit new industries and to aid in expansion of existing industries; and

WHEREAS, such incentives are predicated on the notion of expanding the Town's tax base, business prospects, and providing additional jobs for the Town's citizens that pay wages at or above the current prevailing average hourly wage in Wake County; and

WHEREAS, in connection with the purposes stated in this Agreement and in accordance with North Carolina General Statutes § 158-7.1, the Apex Town Council (the "Council") held a public hearing on September 15, 2017, regarding the proposed incentives to be provided by the Town to Pentair, which incentives are set forth in this Agreement; and the Council found such incentives and this Agreement to be in the public interest and to increase the population, taxable

property, employment and business prospects of the Town; and

WHEREAS, the Apex Town Council believes that it is appropriate and reasonable to expect Pentair to bind itself to the Town to produce certain results in conjunction with the Project described herein as conditions of the incentives being offered by the Town and Pentair acknowledges that such incentives are a necessary inducement for Pentair to enter into the lease with Keystone in order to operate its business and the Project in the Town;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I: DEFINITIONS

- 1.0** Definitions. In addition to terms defined elsewhere within this Agreement, for all purposes of this Agreement the following defined terms shall have the following meanings:

“Annual Incentive Payments” means the three (3) annual payments to be made by the Town to Pentair by March 1st of each year beginning in year 2020 through 2022. These payments will be calculated pursuant to Article IV below.

“New Investment” means improvements to real estate, machinery, equipment, and other business personal property installed by Pentair or on its behalf as part of the Project over the ad valorem taxable value of such property as listed effective January 1, 2017.

“New Jobs” means a new, net increase in Pentair’s number of full-time employees at its Apex location. Full-time is defined as an employee working at least 35 hours per week whose wages are subject to withholding.

“New Tax Growth” means the increase in property value of the Project site.

“Property Taxes” means the town-wide ad valorem property tax levied by the Town, but not any fire tax districts, fire services district taxes, and recreation service district taxes.

ARTICLE II: FACILITY AND SITE CONSTRUCTION

- 2.0** Pentair has entered into a lease of the building to be constructed by Keystone (“Project Facility”) in order to enhance Pentair’s business and business prospects. Pentair intends to create New Investment and New Jobs as detailed in this Agreement.
- 2.1** Pentair understands that Keystone intends to construct the Project Facility in material compliance with all applicable State and local laws and regulations. The Parties agree that the provision of water service, waste water services, roads, electric service, and telephone service to the boundaries of the Project site are not the responsibility of the Town.

ARTICLE III: OBLIGATIONS OF PENTAIR TO DEVELOP AND OPERATE THE PROJECT

- 3.0 As consideration for receiving the Annual Incentive Payments described in this Agreement, Pentair agrees that it will lease the Project Facility and operate its business on the Project site in accordance with the following conditions:
- 3.1 The developer of the Project Facility shall be Keystone.
- 3.2 The Project Facility shall consist of a 50,000 sq. ft. structure to be located at 1701 Pinnacle Center Dr., PIN # 0751-27-6002, in the Town of Apex, NC, for the purpose of expanding Pentair's existing business.
- 3.3 Developer's construction of the Project Facility shall commence no later than January, 2018 and shall be completed by November, 2018.
- 3.4 Once the Project Facility is completed, the Project shall provide at least 51 New Jobs in the Town at an average wage that is above the median wage for Wake County as reported by the North Carolina Department of Commerce through its AccessNC data for Community Demographics for Wake County for the most recent year available.
- 3.5 The New Jobs will include primarily (but not necessarily be limited to) engineering management, engineers and technicians. It is anticipated that there will be approximately 38 employees when the Project Facility opens in 2018 with an additional 13 employees to be added over year 2 and year 3.
- 3.6 Once construction is completed and during its first full year of operations, the Project shall consist of a New Investment in an amount of least Eleven Million, Three-Hundred Thousand Dollars and 00/100 (\$11,300,000.00). The Project shall maintain this level of New Investment for the first three full years of operation, subject to reasonable and customary reductions for depreciation or depletion as provided in the depreciation schedules as directed or recommended from time to time by the Property Tax Division of the North Carolina Department of Revenue.

ARTICLE IV: OBLIGATIONS OF THE TOWN TO MAKE INCENTIVE PAYMENTS

- 4.0. As consideration for Pentair leasing and operating the Project in accordance with the conditions stated above, including the conditions that Pentair maintains the jobs stated above; maintains the New Investment stated above; and timely pays all its assessed Property Taxes and sales taxes, the Town shall make Annual Incentive Payments to Pentair for three (3) years, on or before March 1 of each year.

- 4.1. The first full year the Project shall have been completed shall be the calendar year 2019. The first Annual Incentive Payment shall be due on or before March 1, 2020 and it shall be based on the Property Taxes actually paid for 2019.
- 4.2. First payment shall be 90% of the amount of Property Taxes actually paid by the Project for its first full year of operations.
- 4.3. Second payment shall be 90% of the amount of Property Taxes actually paid by the Project for its second full year of operations.
- 4.4. Third payment shall be 90% of the amount of Property Taxes actually paid by the Project for its third full year of operations.

ARTICLE V: OBLIGATIONS TO CEASE UPON OCCURRENCE OF ANY INCIDENT OF DEFAULT

- 5.0. If at any time the Project should fail to meet any of the obligations stated in Article III with respect to New Jobs or New Investment, or should the Project or Pentair declare bankruptcy, be adjudicated bankrupt, or be determined to be insolvent in any judicial proceeding or by any judicial process, then Pentair shall be deemed to be in default of its obligations under this Agreement and the obligation of the Town to make the Annual Incentive Payments shall terminate and Town shall have no further obligation to the Project or to Pentair. Any Annual Incentive Payments made by the Town to Pentair prior to the occurrence of any incident of default shall be deemed to have been made in consideration of Pentair's having performed its obligations for the year for which such Annual Incentive Payment was made. Pentair shall not be obligated to return any Annual Incentive Payment it actually received under the terms of this Agreement.

ARTICLE VI: FACILITY AND SITE CONSTRUCTION AND RENOVATIONS

- 6.0. Pentair understands that Keystone intends to construct the Project Facility in material compliance with all applicable State and local laws and regulations. The Parties agree that the provision of water service, waste water services, roads, electric service, and telephone service to the boundaries of the Project site are not the responsibility of the Town.

ARTICLE VII: DETERMINATION OF AMOUNT OF NEW INVESTMENT

- 7.0. Pentair shall certify to the Assistant Town Manager the New Investment as of January of each calendar year of this Agreement beginning with January of calendar year 2019. Commencing with the certification made during January of calendar year 2019, the Town shall make an Annual Incentive Payment, if due to Pentair hereunder, by issuance and delivery of its check (or other payment mechanism as agreed by the Parties) to Pentair by

March 1st of the next calendar year. Each Annual Incentive Payment shall be subject to and contingent upon Pentair having paid all Property Taxes applicable to all its taxable property.

- 7.1. Pentair shall certify its New Investment as required above by providing accurate documentation as a supplement to its annual tax listing forms submitted to the Town Assistant Town Manager, which supplemental information shall be reasonably satisfactory to the Town Assistant Town Manager, showing the initial ad valorem taxable value of the New Investment as of the tax listing date applicable to such property. With respect to the New Investment, the Town will use the depreciation schedules as directed or recommended from time to time by the Property Tax Division of the North Carolina Department of Revenue.

ARTICLE VIII: DETERMINATION OF JOBS CREATED, WAGES AND BENEFITS

- 8.0. Pentair shall certify the number of jobs created, the wages paid, and the benefits offered to employees to the Assistant Town Manager each year at the same time as the certification of New Investment is made to the Assistant Town Manager. Pentair shall supplement this certification with documentation in the form of reports required to be filed for state or federal labor, employment, income tax purposes or with any other documentation satisfactory to the Assistant Town Manager.

ARTICLE IX: DISCLAIMER OF WARRANTIES

- 9.0. Pentair acknowledges that the Town has not designed the Project or Project Facility, or supplied any plans or specifications with respect thereto and that the Town:
- (a) is not a manufacturer of, nor dealer in, any of the component parts of the Project or Project Facility,
 - (b) has not made any recommendation, given any advice nor taken any other action with respect to the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Project, Project Facility, or any component part thereof or any property or rights relating thereto, or to any action taken or to be taken with respect to the Project or any component part thereof or any property or rights relating thereto at any stage of the construction thereof,
 - (c) has not at any time had physical possession of the Project or Project Facility or any component part thereof or made any inspection thereof (other than in its normal course of inspections, if any, as such relate to construction of any facility in the Town) or any property or rights relating thereto, and
 - (d) has not made any warranty or other representation, express or implied, that the Project, Project Facility, or any component part thereof or any property or rights relating

thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which Pentair intends therefore, or (iii) is safe in any manner or respect.

- 9.1. The Town makes no express or implied warranty or representation of any kind whatsoever with respect to the Project, Project Facility, or any component part thereof, including but not limited to any warranty or representation with respect to the merchantability or the fitness or suitability thereof for any purpose, and further including the design or condition thereof; the safety, workmanship, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the Project's ability to perform any function; or any other characteristic of the Project; it being agreed that Pentair is to bear all risks relating to the Project, the completion thereof or the transactions contemplated hereby and Pentair hereby waives the benefits of any and all implied warranties and representations of the Town.
- 9.2. The provisions of this Article shall survive this Agreement's expiration.

ARTICLE X: EXPIRATION OF AGREEMENT

- 10.0. This Agreement shall expire, without further action on the part of either Pentair or the Town, upon payment in full of any amounts due from the Town to Pentair pursuant to, and in accordance with, the terms hereof.

ARTICLE XI: TEMPORARY DELAY IN NEW INVESTMENT

- 11.0. Notwithstanding anything herein to the contrary, if Pentair shall be prevented or delayed from making the New Investment, by reason of a:
- (a) Government moratorium;
 - (b) Act of God, including but not limited to hurricane, tornado, snowstorm, windstorm, earthquake or flood, fire or other extreme weather conditions or other casualty;
 - (c) Strike, lockout or a labor dispute involving entities other than Pentair in connection with the construction of the Project Facility;
 - (d) Any other event, other than normal business exigencies, which is beyond the reasonable control of Pentair;

then the time within which Pentair shall be required to make the New Investment hereunder shall be equitably adjusted to reflect the effect of such event. The Parties shall negotiate in good faith to make an equitable adjustment in such period, however, if the Parties cannot in good faith reach an agreement as to such adjustment and at the option of either party, the Parties agree to enter into mediation in good faith with the goal of

reaching a satisfactory agreement. The Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions, pursuant to N.C. Gen. Stat. §7A-38.1 shall apply to provide the framework for conducting the mediation.

ARTICLE XII: JOBS & INVESTMENT TAX CREDITS

- 12.0. The Parties acknowledge that under current North Carolina law Pentair or the Project may be eligible for credits for creating jobs and credits for investing in business property in North Carolina against its North Carolina corporate income tax or franchise tax pursuant to North Carolina General Statutes Section 105-129.80, *et seq.*, provided that Pentair meets the requirements of the statutes. Pentair understands that the Town is not responsible for providing these credits.

ARTICLE XIII: ASSIGNMENT

- 13.0. Neither party shall transfer or assign any interest in or obligation under this Agreement without the prior express written consent of the other.

ARTICLE XIV: STATUTORY AUTHORITY; OBLIGATION OF TOWN

- 14.0. Both Pentair and the Town acknowledge and agree that any and all monies appropriated and expended by the Town for local economic development incentives, as provided in this Agreement, are for a bona fide public purpose and are expended in good faith reliance on North Carolina General Statutes §158-7.1. Both Parties further acknowledge and agree that this Agreement, to the extent allowed by law, shall be considered a continuing contract and shall be subject to, and controlled by, the provisions of North Carolina General Statutes §160A-17. If for any reason it is found by a court of competent jurisdiction by final judgment that North Carolina General Statutes § 160A-17 does not legally apply to this Agreement, then in such event there shall be no liability on behalf of the Town for the failure of this contract to be continuing in nature.

ARTICLE XV: MISCELLANEOUS

- 15.0. Governing Law; Venue. The Parties intend that this Agreement shall be governed by the laws of the State of North Carolina without regard to the conflict of law provisions thereof and that exclusive venue as to any dispute arising hereunder shall be in the State of North Carolina.
- 15.1. Notices.

(a) Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement; and

(b) All communications required or permitted hereunder may be delivered personally, or sent by certified mail, return receipt requested, or by a nationally recognized overnight courier to the following addresses, unless the parties are subsequently notified of any change of address:

If to Pentair, to: Pentair Water Pool and Spa, Inc.
c/o Pentair Management Company
5500 Wayzata Boulevard
Suite 600
Golden Valley, MN 55416
Attn: Director of Global Real Estate

If to the Town, to: Shawn Purvis
Assistant Town Manager
Apex Town Hall
73 Hunter St.
Apex, NC 27502

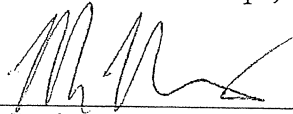
- 15.2. Severability. If any provision of this Agreement shall be determined to be unenforceable, that shall not affect any other provision of this Agreement.
- 15.3. Entire Agreement; Amendments. This Agreement, including any exhibits which may be attached, which are incorporated herein and made a part hereof, constitutes the entire contract between the Parties. This Agreement shall not be changed except in writing signed by both Parties.
- 15.4. Binding Effect. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.
- 15.5. Liability of Officers and Agents. No officer, agent, elected official or employee of the Town or Pentair shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities.
- 15.6. Counterparts. This Agreement shall be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their corporate and governmental names, respectively by their duly authorized officers, all as of the dates indicated with the signature for each.

Pentair Water Pool and Spa, Inc.

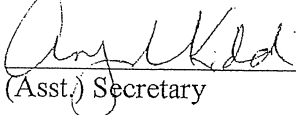
by:



Mark Borin, Treasurer

Date Signed: February 23, 2018

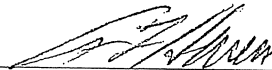
Attest:



(Asst.) Secretary

TOWN OF APEX, NORTH CAROLINA

by:

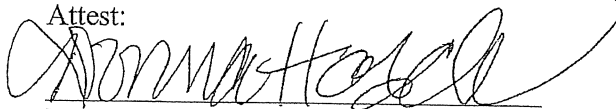


Andrew L. Havens, Town Manager

Date Signed: February 9, 2018

March

Attest:



Donna Hosch, Town Clerk



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



Vance Holloman, Town of Apex Finance Director



Town of Apex

BUDGET ORDINANCE AMENDMENT 8

BE IT ORDAINED, by the Council of the Town of Apex that the following Budget Amendment for the Fiscal Year 2019-2020 Budget Ordinance be adopted:

GENERAL FUND

Section 1. Revenues:

Appropriated Fund Balance	\$17,336
Total Revenues	\$17,336

Section 2. Expenditures:

Economic Development-Incentives	\$17,336
Total Expenditures	\$17,336

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 3rd day of December, 2019.

Attest:

Lance Olive, Mayor

Donna B. Hosch, MMC, Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 3, 2019

Item Details

Presenter(s): Angela Reincke, Parks and Greenways Planner

Department(s): Parks, Recreation and Cultural Resources

Requested Motion

Motion to approve construction contract in the amount of \$303,415.82 with Bridge Point Civil, LLC for construction of a portion of Phase II of the Middle Creek Greenway from Reunion Pointe to Straywhite Avenue in Miramonte and to authorize the Town Manager to execute all necessary documents for the project.

Approval Recommended?

Yes

Item Details

The Middle Creek Greenway was part of the 2017 Parks Bond. This section, approximately 1000 lf, is the first to be constructed and will connect the Reunion Pointe Subdivision to Straywhite Avenue in the Miramonte Subdivision.

Attachments

- Contract Document



STATE OF NORTH CAROLINA
COUNTY OF WAKE

PURCHASE ORDER #
STANDARD CONSTRUCTION CONTRACT

THIS CONTRACT is entered into this the _____ day of _____, 2019, by and between Bridge Point Civil, a Limited Liability Corporation with its principal business offices located at 3733 N. US Hwy 117 Goldsboro, NC 27530 (the "Contractor"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Contractor may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, Town is engaged in the planning, operation, and utilization of town facilities and infrastructure which from time to time require construction, building, design, reconfiguration, renovation, installation, evaluation, site work, landscaping, testing, and other related projects; and

WHEREAS, the professional services of contractors from time to time are needed by the Town for the services as described above; and

WHEREAS, Contractor provides services of the nature required by the Town and employs trained and experienced technical personnel possessing adequate knowledge, skills, and experience to provide such professional services to the Town; and

NOW THEREFORE, in consideration of the foregoing recitals, and the premises and mutual covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Parties,

1. SCOPE OF SERVICES.

The Contractor agrees to provide all materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary for construction of a portion of the Middle Creek Greenway PHII as detailed in Final Construction Plans dated June 17, 2019 as prepared by Withers and Ravenel (Reunion Pointe North to Straywhite Avenue in Miramonte, Apex, NC 27502), consistent with the "Contract Documents." "Contract Documents" as used in this Contract include the following which are hereby incorporated into this Contract:

- A. This Contract
- B. Plans titled "**Middle Creek Greenway PHII**", dated **6.17.19** by **Edward Tang, P.E.**
- C. Bid Advertisement (if applicable)
- D. Instructions to Bidders
- E. Execution of Bid
- F. Bid Form
- G. Bid Form Submission
- H. Bid Bond (if applicable)
- I. Notice of Award
- J. Performance & Payment Bonds (if applicable)
- K. Notice to Proceed
- L. Special Provisions
- M. Plan Sheet
- N. Addenda

- O. Certificate(s) of Insurance
- P. Town of Apex Standard Specifications and Standard Details
- Q. NCDOT 2018 Standard Specifications for Roads and Structures
- R. NCDOT 2018 Roadway Standard Drawings
- S. US DOT Manual on Uniform Traffic Control Devices, including any NC Supplement.

1. TIME OF COMMENCEMENT AND COMPLETION.

Contractor shall commence the work required in this Contract upon the issuance of a Notice to Proceed, and the Contractor shall complete entire work within **180** calendar days of the issuance of the Notice to Proceed. If Contractor has not satisfactorily commenced or completed the work within the times specified, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies. In the alternate, the Town in its sole discretion may for each calendar day past this contract time, receive \$500.00 per day as liquidated damages. Any changes to the schedule(s) provided in the Contract must be agreed to in writing by the Town and the Contractor.

If the Contractor is delayed at any time in the progress of his work by any act or negligence of the Town, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Town, then the contract time may be reasonably extended in a written order from the Town upon written request from the contractor within ten days following the cause for delay. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the Town do not entitle the Contractor to compensable damages for delays. Any Contractor claim for compensable damages for delays is limited to delays caused solely by the Town or its agents.

2. CONSIDERATION AND PAYMENT OF SERVICES.

In consideration of the above services, the Town will pay the Contractor the total sum of \$303,415.82. Contractor shall submit applications for payment reflecting work completed through the date of application. Town will process all pay applications as the project progresses. Payment shall be made within 30 days after certification of the work in an application for payment. Town has the right to require the Contractor to produce for inspection all of Contractor's records and charges to verify the accuracy of all applications for payment. Town shall pay Contractor's invoices at times set forth above unless a bona fide dispute exists between Town and Contractor concerning the accuracy of said invoice or the services covered thereby.

Retainage:

In accordance with N.C.G.S 143-134.1, Town may withhold a percentage of payment until the project has been satisfactorily completed for projects costing more than \$100,000.00. For projects costing \$100,000.00 or more:

- a. Retainage withheld shall not exceed 5% at any time.
- b. The same terms shall apply to the general contractor and subcontractors alike.
- c. Following 50% completion of the project no further retainage will be withheld if the Contractor/subcontractor has performed satisfactorily.
- d. Town may reinstate retainage if the Contractor/subcontractor does not continue to perform satisfactorily. Following 50% completion of the project, Town is authorized to withhold additional retainage from a subsequent payment application if the amount of retainage withheld falls below 2.5%.

Final payment will be made within forty-five (45) days after acceptance of the work and the Town has received all required warranty information, "as-built" drawings as required, and receipt of the final pay request which shall include the Contractor's affidavit in the following form:

"This is to certify that all costs of materials, equipment, labor, subcontracted work, and all else entering into the accomplishment of this contract, including payrolls, have been paid in full."

The Town, or the designer with the Town's approval, may withhold payment for any of the following reasons:

- a. Faulty or defective work not corrected.
- b. The unpaid balance remaining on the contract is not sufficient to complete the work in the sole judgement and discretion of the designer.
- c. To provide a sufficient contract balance to cover liquidated damages (if applicable) that will be assessed.
- d. Evidence that subcontractors have not been paid.

Payment will be released once the grounds for withholding payments has been removed.

3. CHANGE ORDERS.

- A. In the event Town has changes in the work not covered by the contract, these changes will not invalidate or relieve Contractor from any guarantee it has given in this Contract. If a bond was required these changes will not relieve the surety or sureties of said bond. Changes in work shall not proceed without a Change Order approved by the Town. Contractor shall provide a complete breakdown of all labor and material costs with the Change Order request. The breakdown shall include the Contractor's allowance for overhead and profit not to exceed 10% of the net cost of the change with work provided directly by the Contractor. For purposes of this Contract, "net cost" shall mean the difference between all proper cost additions and deductions. No claim for adjustments of the contract price shall be valid unless the procedure outlined in this section is followed. Any work performed pursuant to an approved change order shall be governed by the terms of this Contract.
- B. The Parties agree that there are two methods that may be utilized to determine the cost of changes:
 1. If unit prices are quoted in the proposal or bid and the additional work is covered by those unit prices, or can be subsequently agreed to by the Parties and Designer, the cost of the change shall be computed by application of the unit prices based on quantities. If this method is used no additional allowances shall be made for overhead and profit.
 2. If the additional work is not covered by unit prices, unit prices were not provided in the proposal or bid, or by the Parties mutual election, Town and Contractor may negotiate and agree upon the value of the change prior to the issuance of the change order and the change order shall identify the corresponding lump sum adjustment to the contract price.
- C. In the event concealed conditions are discovered in the performance of the work below grade, or in the event concealed or unknown conditions in an existing structure vary from the conditions indicated in the Contract Documents, the contract sum and time for completion may be adjusted by

Change Order upon claim by either party made within thirty (30) days after the condition has been identified. The cost shall be determined by one of the methods outlined in this Contract.

- D. Change Orders shall be submitted by the Contractor for the Designer and Town's review and approval. Contractor shall provide all applicable supporting data and information. Delay in approval of a Change Order due to Contractor's failure to submit proper documentation shall not be grounds for a time extension or basis of a claim. The Designer or Town shall respond to the Contractor's proposal within fourteen (14) days of receipt of the proposal. If accepted, the Designer or Town shall prepare the Change Order for the Contractor's signature. The Town shall execute the approved Change Order within seven (7) days of receipt from the Contractor. If the project requires bonding, the Contractor shall notify its bonding company that the contract has been changed by the amount of the Change Order and provide a copy of the approved Change Order to the surety. In the event a Change Order cannot be agreed upon by the Parties, nothing in this Contract shall preclude the Town from performing, or having performed, the work requested in a Change Order.

4. INDEMNIFICATION.

To the extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Town of Apex, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, suits or losses, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the Town of Apex its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, resulting from the negligence of the Contractor.

5. APPLICABILITY OF LAWS AND REGULATIONS.

The Contractor shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Wake, and the Town of Apex in the performance of the services outlined in this contract and any attached specifications. This Contract shall be governed by the laws of the State of North Carolina.

Contractor shall obtain all required permits and inspections and shall give all notices required by law in performance of this project. In the event Contractor observes that any drawings or specifications are not in compliance with any such rules, laws, or regulations, Contractor shall promptly notify the Town in writing. Contractor shall not perform any work knowing it to be contrary to any laws, ordinances, codes, rules or regulations.

All work under this Contract shall be performed in accordance with the North Carolina Building Code and all other applicable state or national codes.

6. E-VERIFY COMPLIANCE.

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Contractor shall require all of the Contractor's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

8. ANTI-HUMAN TRAFFICKING.

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.

9. QUALITY AND WORKMANSHIP.

Contractor shall provide services in accordance with all governing agency regulations and shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina. Contractor hereby certifies that he/she is a licensed general contractor as defined by N.C.G.S. 87-1.

10. PROTECTION AND RESTORATION OF SITE.

Unless otherwise noted in the Contract Documents, Contractor shall supply all labor, transportation, tools, and apparatus necessary for the completion of this work and shall maintain and remove all equipment of the construction, and be responsible for the safe, proper and lawful construction, maintenance and use of the same. Contractor shall provide all necessary protections for the site and shall be responsible for and pay for or repair, any damage to Town property caused by Contractor's or subcontractor's actions on the site. Protections provided by Contractor shall include cover of any work that is not in progress but is accessible to the public. Any work damaged that was not properly protected shall be repaired or replaced by the Contractor. Contractor shall provide all barricades necessary to keep the public away from construction.

If at any point during the construction or completion of the work contemplated by this Contract, the conduct or behavior of any worker on the site be determined to be a nuisance to the Town, or detrimental to the Town's operations, Contractor shall immediately remove such party from the site.

Contractor shall keep the work site and surrounding area reasonably free from obstruction and debris and shall remove all such debris when requested by the Town. Before final acceptance of the project Contractor shall thoroughly clean the site and surrounding area and prepare the project site for use by the Town. Following construction the Contractor shall restore the site its original state.

11. INSURANCE.

Work under this Contract shall not proceed until the Contractor has obtained all required insurance. The Contractor shall maintain valid general liability insurance in the minimum amount of \$1,000,000, commercial automobile liability insurance in the minimum amount of \$2,000,000, and provide certificates of such insurance naming the Town of Apex as an *additional insured* by endorsement to the policies. If the policy has a blanket additional insured provision, the contractor's insurance shall be primary and non-contributory to other insurance. Additionally, the contractor shall maintain and show proof of workers' compensation in accordance with the statutory limits and employer's liability insurance in the minimum amount of \$1,000,000. Contractor shall purchase and maintain Builder's Risk insurance until final acceptance of the work, upon the entire work at the site to the full insurable value thereof. The Contractor shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company. All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Contractor to have sufficient insurance nor the requirement that Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

12. PRE-PROJECT SAFETY REVIEW MEETING.

When requested by the Town, the Contractor shall attend a pre-project safety review meeting with the contracting Department Head and Supervisors and Safety and Risk Manager prior to the start of work.

13. SUBCONTRACTORS.

Contractor shall be fully responsible for his/her own acts or omissions as well as those of any subcontractor retained to perform services pursuant to this Contract. Contractor acknowledges that no contractual relationship exists between the subcontractor and the Town in regards to this Contract and that the subcontractor is acting as an agent or employee of the Contractor. Contractor acknowledges that the terms of this Contract applies to each subcontractor as it does to the Contractor and Contractor will take whatever steps necessary to bind all subcontractors working on this project to these terms.

14. DEFAULT.

In the event the Contractor fails to begin the work pursuant to the Contract Documents within the time specified, or the progress of the work is not maintained on schedule, or the work is not completed within the time specified, or fails to perform the work with sufficient staff and equipment or with sufficient materials to ensure the prompt completion of said work, or shall perform the work unsuitably or shall discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the Town may give notice in writing, sent by certified mail, return receipt requested, to the Contractor and his surety (if applicable) of such delay, neglect or default, specifying the same, and if the Contractor within a period of seven (7) days after such notice shall not proceed in accordance therewith, then the Town shall, declare this Contract in default. Upon a declaration of default the following shall apply:

1. If the project was required to be bonded the surety shall promptly take over the work and complete the performance of this Contract in the manner and within the time frame specified. In the event the surety (if applicable) shall fail to take over the work to be done under this Contract within seven (7) days after being so notified and notify the Town in writing, sent by certified mail, return receipt requested, that he is taking the same over and stating that he will diligently pursue and complete the same, the Town shall have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of said Contractor, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said Contract according to the terms and provisions thereof or use such other methods as in his opinion shall be required for the completion of said Contract in an acceptable manner. All costs and charges incurred by the Town, together with the costs of completing the work under Contract, shall be deducted from any monies due or which may become due said Contractor and surety. In case the expense so incurred by the Contractor shall be less than the sum which would have been payable under the Contract, if it had been completed by said Contractor, then the said Contractor and surety shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the Contract, then the Contractor and the surety shall be liable and shall pay to the Town the amount of said excess.
2. If a bond was not required and there is not surety, then the Contractor shall promptly cure the default and complete the performance of this Contract in the manner and within the time frame specified in the written notice. In the event the Contractor shall fail to cure the default within the time specified, the Town shall have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of said Contractor, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said

Contract according to the terms and provisions thereof or use such other methods as in his opinion shall be required for the completion of said Contract in an acceptable manner. All costs and charges incurred by the Town, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said Contractor. If the expense so incurred by the Town shall be less than the sum which would have been payable under the Contract, if it had been completed by said Contractor, then the said Contractor shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the Contract, then the Contractor shall be liable and shall pay to the Town the amount of said excess.

15. TERMINATION FOR CONVENIENCE.

Town shall have the right to terminate this Contract for the Town's convenience upon thirty (30) days written notice to Contractor. Contractor shall terminate performance of services on a schedule acceptable to the Town. Unless otherwise notified, upon termination Contractor shall discontinue all work and the placement of orders for materials and supplies in connection with this Contract. In the event of termination for convenience, the Town shall pay Contractor for all services satisfactorily performed in accordance with this Contract and such other costs actually incurred by the Contractor as approved by the Town.

16. TOWN'S RIGHT TO PERFORM WORK

If at any point during the performance or progress of the work, or during the period of guarantee, Contractor fails perform the work in satisfactory manner or to perform in accordance with the terms of this Contract, the Town, after seven (7) days' written notice to the Contractor from either the Town or the Designer, may perform or have performed that portion of the work. The cost of the associated work may be deducted from any amounts due or that become due to the Contractor. In the event the cost of such performance exceeds the amount due the Contractor, then the Contractor or the surety (if applicable), or both, shall be liable for and shall pay to the Town the amount of the excess.

17. NOTICE.

Any formal notice, demand, or request required by or made in connection with this Contract shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

TO CONTRACTOR: Jeremy Smith, Manager Bridge Pointe Civil, LLC 3733 N. US Hwy. 117 Goldsboro, NC 27530	TO TOWN: Town of Apex Attn: John M. Brown, Director Parks, Recreation and Cultural Resources PO Box 250 Apex, NC 27502
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18. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Contractor nor Town shall be in default of the provisions of this Contract for delays in performance due to forces beyond the control of the parties. "Forces beyond the control of the parties" shall mean, but is not limited to, delay caused by fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, and/or civil disobedience.

19. NONWAIVER FOR BREACH.

No breach or non-performance of any term of this Contract shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties. No waiver of any breach or non-performance under this Contract shall be deemed to constitute a waiver of any subsequent breach or non-performance and for any such breach or non-performance each party shall be relegated to such remedies as provided by law.

20. CONSTRUCTION.

Should any portion of this Contract require judicial interpretation, it is agreed that the Court or Tribunal construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any one party by reason of the rule of construction that a document is to be more strictly construed against the party who prepared the documents.

21. NO REPRESENTATIONS.

The parties hereby warrant that no representations about the nature or extent of any claims, demands, damages, or rights that they have, or may have, against one another have been made to them, or to anyone acting on their behalf, to induce them to execute this Contract, and they rely on no such representations; that they have fully read and understood this Contract before signing their names; and that they act voluntarily and with full advice of counsel.

22. SEVERABILITY.

In the event for any reason that any provision or portion of this Contract shall be found to be void or invalid, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Contract, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

23. COUNTERPARTS.

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

24. MODIFICATION.

This Contract contains the full understanding of the parties. Any modifications or addendums to this Contract must be in writing and executed with the same formality as this Contract.

25. BINDING EFFECT.

The terms of this Contract shall be binding upon the parties' heirs, successors, and assigns.

26. ASSIGNMENT.

Contractor shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Contract without the written consent of the Town. Nothing contained in this paragraph shall prevent Contractor from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Contractor in the performance of services rendered.

27. INDEPENDENT CONTRACTOR.

Contractor is an independent contractor and shall undertake performance of the services pursuant to the terms of this Contract as an independent contractor. Contractor shall be wholly responsible for the methods, means and techniques of performance.

28. NON-APPROPRIATION.

Notwithstanding any other provisions of this Contract, the parties agree that payments due hereunder from the Town are from appropriations and monies from the Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Town to pay the terms of this Contract for any fiscal year, this Contract shall terminate immediately without further obligation of the Town.

29. IRAN DIVESTMENT ACT CERTIFICATION.

N.C.G.S. 147-86.60 prohibits the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina from contracting with any entity that is listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. N.C.G.S. 147-86.59 further requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. As of the date of execution of this Contract the Contractor hereby certifies that the Contractor is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Contractor will not utilize any subcontractors found on the Final Divestment List.

30. CONTRACTOR'S WARRANTIES.

The Contractor, in executing this Contract, unconditionally guarantees materials and workmanship against defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work by the Town and shall replace all such defective materials or workmanship without cost to the Town. In the cases where materials or equipment carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that specific equipment or material. During the manufacturer's warranty period the Contractor shall be responsible for the replacement of such defective equipment or materials.

Nothing in this section shall preclude the Town from bringing an action for latent defects caused by the negligence of the Contractor which is concealed, hidden, or not readily apparent to the Town at the time of final acceptance, in accordance with applicable law. Guarantees that are stipulated in the specifications or drawings shall govern those particular materials or equipment.

31. BOND REQUIREMENTS.

If a bond is required by the Contract Documents, Contractor shall provide the Town of Apex with a contract payment bond and a contract performance bond by a surety company authorized to do business in North Carolina, each in an amount equal to 100 percent of the amount of the contract. All bonds shall be in conformance with N.C.G.S. 44A-33. The corporate surety furnishing the bonds shall be authorized to do business in the State of North Carolina. Failure on the part of the Contractor to file acceptable bonds within the required timeframe shall be just cause for the forfeiture of the bid bond or bid deposit and rescinding award of the Contract. Award may then be made to the next lowest responsible bidder or the work may be re-advertised.

32. EQUAL OPPORTUNITY CLAUSE.

The non-discrimination clause contained in Section 202 Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

33. ELECTRONIC SIGNATURE.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this Agreement and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The Parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the Agreement and any related documents. If electronic signatures are used the Agreement shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this _____ day of _____, 2019.

Contractor BridgePoint Civil, LLC

Town of Apex

Jeremy Smith

Name of Contractor (type or print)

Andrew L. Havens

Town Manager

Signature

Attest:

President

Title

Donna B. Hosch, MMC, NCCMC

Town Clerk

Attest:

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

Secretary (if a corporation)

T. Vance Holloman

Finance Director



BridgePoint Civil has numerous General Contractor, Owner, and Vendor References, below is a sample.

Bobby Anweiler, Project Manager
Clancy & Theys Construction Company
516 W. Cabarrus Street
Raleigh, NC 27603
robertanweiler@clancytheys.com
919-971-3110
Project: Northridge Elementary School

Donnie Nolf, OWASA Inspector
Orange Water & Sewer Authority
400 Jones Ferry Rd
Carrboro, NC 27510
dnolf@owasa.org
919.630.1604
Project: UNC Central Campus Athletic Field
UNC Surgical Tower

Brad Arthur
Project Superintendent, Balfour Beatty
406 S. McDowell Street, Suite 200
Raleigh, NC 27601
barthur@balfourbeattyus.com
919-935-9421
Project: NCCU Student Center

Jeff Riddle
Public Services – Construction Manager
City of Fayetteville
339 Alexander Street
Fayetteville, NC 28301-5537
jriddle@ci.fay.nc.us
910-433-1661
Project: Yadkin Road Area Storm Drain Phase 2

PO Box 729, Pikeville, NC 27863 Office No. 919.330.1230 Fax No. 919.330.0066

www.bpcivil.com
NC GC License #77634

BID PROPOSAL
GENERAL CONSTRUCTION
FOR A PORTION OF THE
Middle Creek Greenway Phase 2

STA. 10+00 to STA. 14+92.14 (Mainline) and Spur A
(the "Project")

ITEMIZED BID PROPOSAL

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1	Mobilization	1	LS	\$10,000.00	\$10,000.00
2	Construction Staking	1	LS	\$9,000.00	\$9,000.00
3	As-Builts	1	LS	\$500.00	\$500.00
4	Construction Entrance	2	EA	\$2,500.00	\$5,000.00
5	Combination Silt Fence / Tree Fence	2,000	LF	\$7.25	\$14,500.00
6	Rip Rap 18" Thick Class B w/ Filter Fabric	140	SY	\$43.75	\$6,125.00
7	Rip Rap 12" Thick Class A w/ Filter Fabric	7	SY	\$32.50	\$227.50
8	Slope Matting	975	SY	\$15.30	\$14,917.50
9	Rip-Rap Horse Shoe - inlet protection	3	EA	\$750.00	\$2,250.00
10	Silt fence outlet	9	EA	\$250.00	\$2,250.00
11	Gravel check dam	16	EA	\$325.00	\$5,200.00
12	Gravel Inlet protection	1	EA	\$300.00	\$300.00
13	Erosion Control Maintenance	1	LS	\$15,000.00	\$15,000.00
14	Clearing and Grubbing	1	LS	\$15,000.00	\$15,000.00
15	Seeding and Mulching	1	LS	\$3,000.00	\$3,000.00
16	Comprehensive Grading	1	LS	\$109,000.00	\$109,000.00
17	Segmental Block Retaining Walls	730	SF	\$20.00	\$14,600.00
18	Split Rail Fence	420	LF	\$15.25	\$6,405.00
19	Geotextile Fabric	1,000	SY	\$3.00	\$3,000.00
20	Undercut and backfill allowance (below design grade & incl. disposal off-site)	80	CY	\$75.00	\$6,000.00
21	Yard Inlet 0-6'	1	EA	\$2,200.00	\$2,200.00
22	15" FES	1	EA	\$1,250.00	\$1,250.00
23	18" FES	2	EA	\$1,475.00	\$2,950.00
24	24" FES	2	EA	\$1,712.50	\$3,425.00
25	30" FES	2	EA	\$1,837.50	\$3,675.00
26	15" RCP	28	LF	\$40.00	\$1,120.00
27	18" RCP	17	LF	\$40.50	\$688.50
28	24" RCP	15	LF	\$55.00	\$825.00
29	30" RCP	22	LF	\$82.12	\$1,806.71
30	10' wide 2" Asphalt Greenway & 6" Base Course	925	LF	\$39.21	\$36,267.61
31	10' x 10' x 0.5' (3000 PSI) concrete approach slab	100	SF	\$16.50	\$1,650.00
32	Directional Signage	2	EA	\$1,156.50	\$2,313.00
33	Standard Bollard	2	EA	\$650.00	\$1,300.00
34	Removable Bollard	1	EA	\$950.00	\$950.00
35	3' x 6' Concrete pad for bench/Dog Station	4	SY	\$180.00	\$720.00

TOTAL BID PRICE	\$303,415.82
------------------------	---------------------

TOTAL BID PRICE IN

WORDS: Three Hundred three thousand four hundred fifteen dollars and Eighty Two Cents

Bidder BridgePoint Civil, LLC (Print)

Contract No. _____
County Wayne

M-4

Rev. 11-1-12

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
LIMITED LIABILITY COMPANY**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

SIGNATURE OF CONTRACTOR

BridgePoint Civil, LLC

Full Name of Firm

3733 N US Hwy 117 Goldsboro NC 27530

Address as Prequalified


Signature of Witness


Print or type Signer's name


Signature of Member/Manager/Authorized Agent
Select appropriate title

Jeremy Smith
Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

22nd day of October 2019


Signature of Notary Public

of Wayne County

State of North Carolina

My Commission Expires: 5.23.24

NOTARY SEAL



DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Municipality if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Municipality, or has become erroneous because of changed circumstances.
2. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Municipality project representative.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in Municipal contracts, unless authorized by the Municipality.
4. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
6. Except as authorized in paragraph 6 herein, the Municipality may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

☐

Check here if an explanation is attached to this certification.



CERTIFICATE OF LIABILITY INSURANCE

BRIDGCIV1

DATE (MM/DD/YYYY)
11/5/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines – 800-868-8834 USI Insurance Services LLC 6100 Fairview Road Charlotte, NC 28210	CONTACT NAME: Amy Bartlett	
	PHONE (A/C, No, Ext): 704-901-8711	FAX (A/C, No): 610-537-1902
INSURED BridgePoint Civil, LLC PO Box 729 Pikeville, NC 27863	E-MAIL ADDRESS: amy.bartlett@usi.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Phoenix Insurance Company	NAIC # 25623
	INSURER B: Travelers Property Casualty Co of America	25674
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 14654789**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		DT-CO-3L918083-PHX-19	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		810-3L70239A-19-26-G	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	OCCUR	CUP-4L017487-19-26	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
							\$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-3L547894-19-26-G	10/1/2019	10/1/2020	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Middle Creek Greenway PHII Construction

Certificate holder is named as additional insured as it relates to general liability and automobile liability in accordance with the terms and conditions of the policy. Umbrella follows form as it relates to additional insureds. General liability is primary and noncontributory where required by written contract.

Certificate holder is provided 30 day notice of cancellation in accordance with the terms and conditions of the general liability, automobile, workers' compensation, and umbrella/excess liability policies.

CERTIFICATE HOLDER**CANCELLATION**

The Town of Apex
P.O. Box 250
Apex, NC 27502

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Donna Maddox

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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. BridgePoint Civil, LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. PO Box 729	Requester's name and address (optional)
6 City, state, and ZIP code Pikeville, NC 27863	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
8	1		-	1	5	8	2	0 2 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► **11.05.19**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

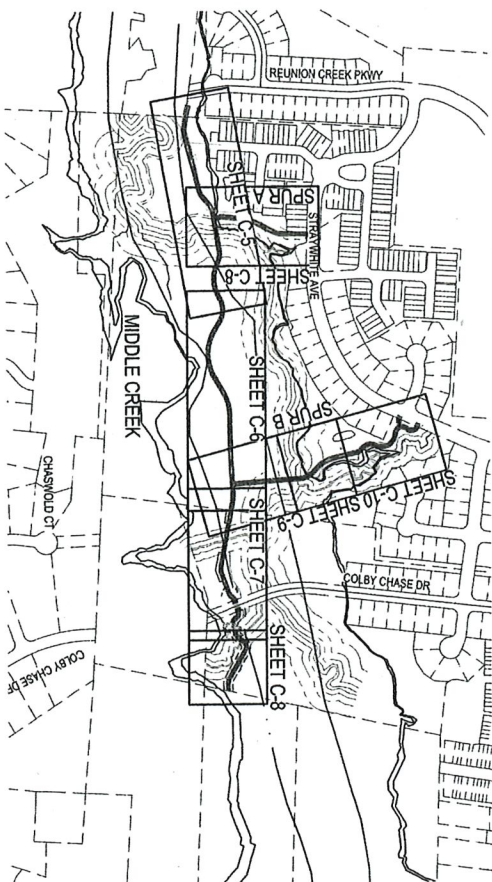
- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CONSTRUCTION PLANS FOR

SITE DATA

[illegible][illegible]

APEX, NORTH CAROLINA
FIRST SUBMITTAL: SEPTEMBER 4, 2018
RESUBMITTAL: NOVEMBER 9, 2018
CONSTRUCTION PLAN SUBMITTAL: JANUARY 2, 2019
LAND QUALITY FIRST SUBMITTAL: MARCH 6, 2019
LAND QUALITY FINAL SUBMITTAL: JUNE 5, 2019
FINAL CONSTRUCTION PLAN SUBMITTAL: JUNE 17, 2019

PUBLIC INFRASTRUCTURE TABLE		
WATER LINES	0 LF	
SEWER LINES	0 LF	
CURB & GUTTER	0 LF	
STORM DRAIN	0 LF	
GREENWAY	3,000 LF	@ \$1,304.52 \$3,908.56
BIKEWAY	75 LF	@ \$1,304.52 \$97.84
NEW STREETS	0 LF	

LINEAR PROJECT STORMWATER MANAGEMENT NOT THIS PROJECT MEETS THE SPIRIT AND INTENT OF SECTION 6.5.5 OF THE NCDOT DESIGN MANUAL, OR ENVIRONMENTAL QUALITY (EQ) IMPACT ANALYSIS FOR LINEAR TRANSPORTATION PROJECTS. THE TOWN OF JACK IS THE OWNER AND DEVELOPER OF THIS GREENWAY SYSTEM THAT IS NOT PART OF A LARGER COMMON PLAN OF DEVELOPMENT. THE GREENWAY IS BEING CONSTRUCTED WITHIN AN EXISTING CERTAINLY RESISTANT CORRIDOR FOR THE PURPOSES OF PROVIDING A LINEAR FOOTPATH CORRIDOR FOR PUBLIC BENEFIT AS PART OF THE WAKULLA COUNTY GREENWAY PLAN.

PREPARED BY

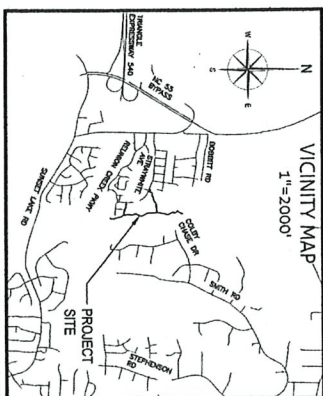


WithersRavenel
Engineers | Planners | Surveyors

115 Mackenman Drive | Cary, NC 27511 | t 919.469.3340 | license #: C-08032 | www.wilthersavend.com

DEVELOPER/OWNER

TOWN OF APEX
73 HUNTER STREET
APEX, NC 27502
919-249-3400
ATTN: ANGELA REINCKE




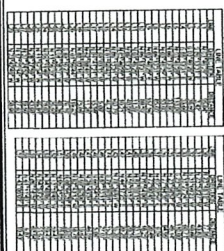
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21	ORIGINAL NOTES	
22	ORIGINAL NOTES	
23	DESIGN CHANGES	
24	DESIGN CHANGES	
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26	DESIGN CHANGES	
27	DESIGN CHANGES	
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100	DESIGN CHANGES	

OTHER APPROPRIATE MEANS INCLUDE, BUT ARE NOT LIMITED TO, A RECOMMENDED FORECSTER'S OR CERTIFIED ANCHORIST'S REPORT

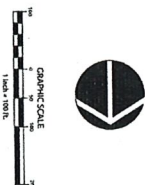
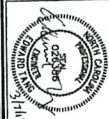
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[illegible][illegible][illegible]

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	NO.	DATE	DESCRIPTION																																					
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- 1) FIELD CAPACITY OF FIELDS INSIDE THE DISTURBED LIMITS BY WINTER/SOILWATER, DATED 04/4/2011
- 2) ALL OTHER FLOW SPOTNS IS BASED ON OLD DATA.
- 3) WETLANDS DIST WITHIN THE GREENWAY CORRIDOR.
- 4) SITE IS WITHIN THE SECONDARY WETLANDS OVERLAY DISTRICT.

[illegible]

OVERALL SITE PLAN

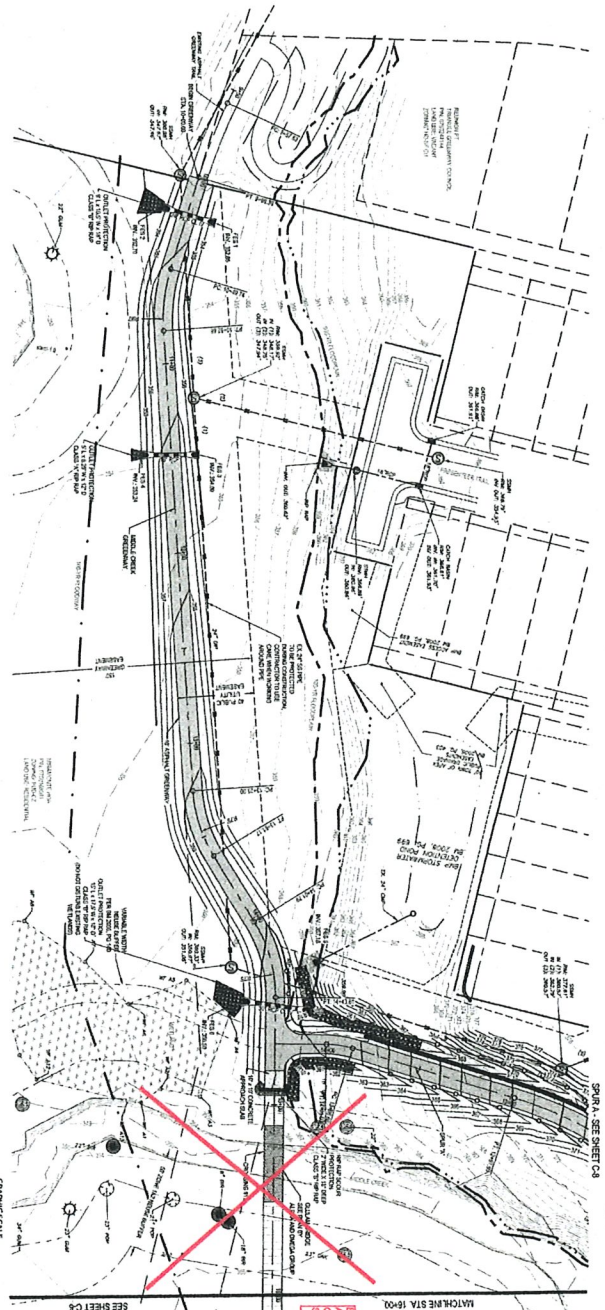
MIDDLE CREEK GREENWAY
PHASE 2

APEX, NC

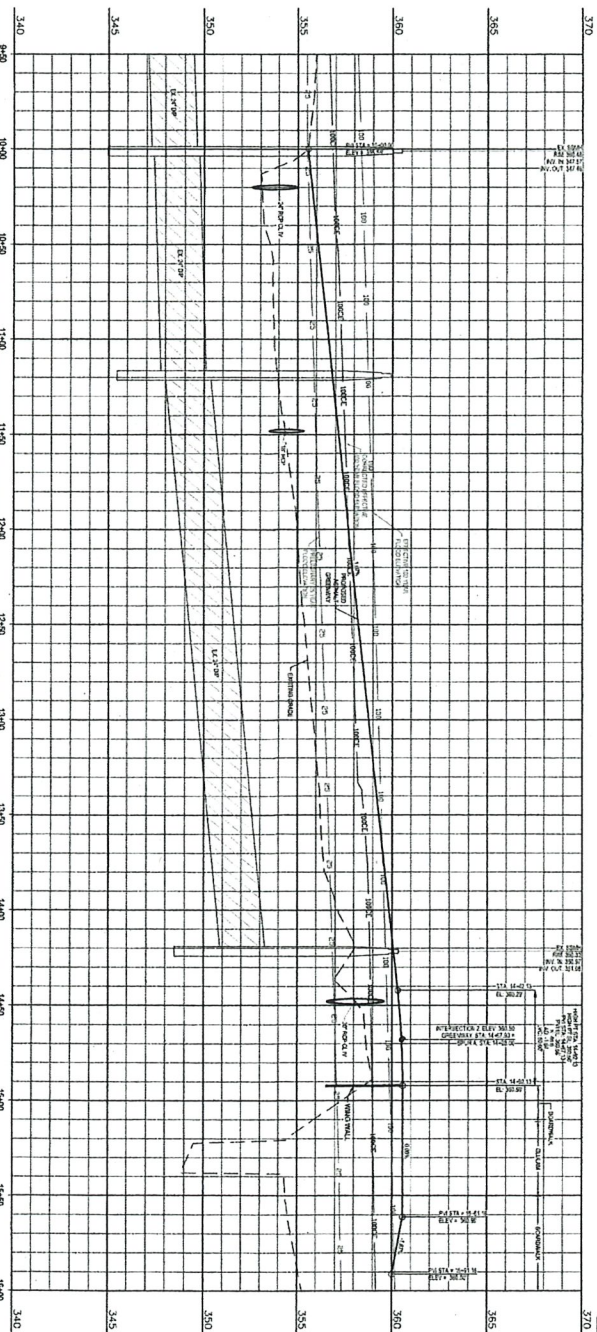


WithersRavenel
Engineers | Planners | Surveyors

115 MacKenzie Drive | Cary, NC 27511 | t: 919.669.2500 | Science @ C-0832 | www.wilborthravenet.com



GREENWAY



Project Name	Middle Creek Greenway Phase 2
Client	APX, NC
Design	WithersRavenel
Drawn	W. Ravenel
Checked	W. Ravenel
Approved	W. Ravenel
Date	10/1/19
Scale	1" = 20' HORIZ. 1" = 2' VERT.

DO NOT INCLUDE ANYTHING BEYOND WHAT IS SHOWN ON THIS PLAN. (PLAN CURRENTLY)



1. PROJECT LOCATION: 10+00 - 16+00

2. PROJECT DESCRIPTION: MIDDLE CREEK GREENWAY PHASE 2

3. PROJECT OWNER: APX, NC

4. PROJECT DATE: 10/1/19

5. PROJECT STATUS: IN PROGRESS

GREENWAY

10+00 - 16+00

PLAN PROFILE

MIDDLE CREEK GREENWAY

PHASE 2

APEX, NC

WithersRavenel

Engineers | Planners | Surveyors

111 MacKinnon Drive | Cary, NC 27513 | P: 919.478.3340 | F: 919.478.3341 | www.withersravenel.com

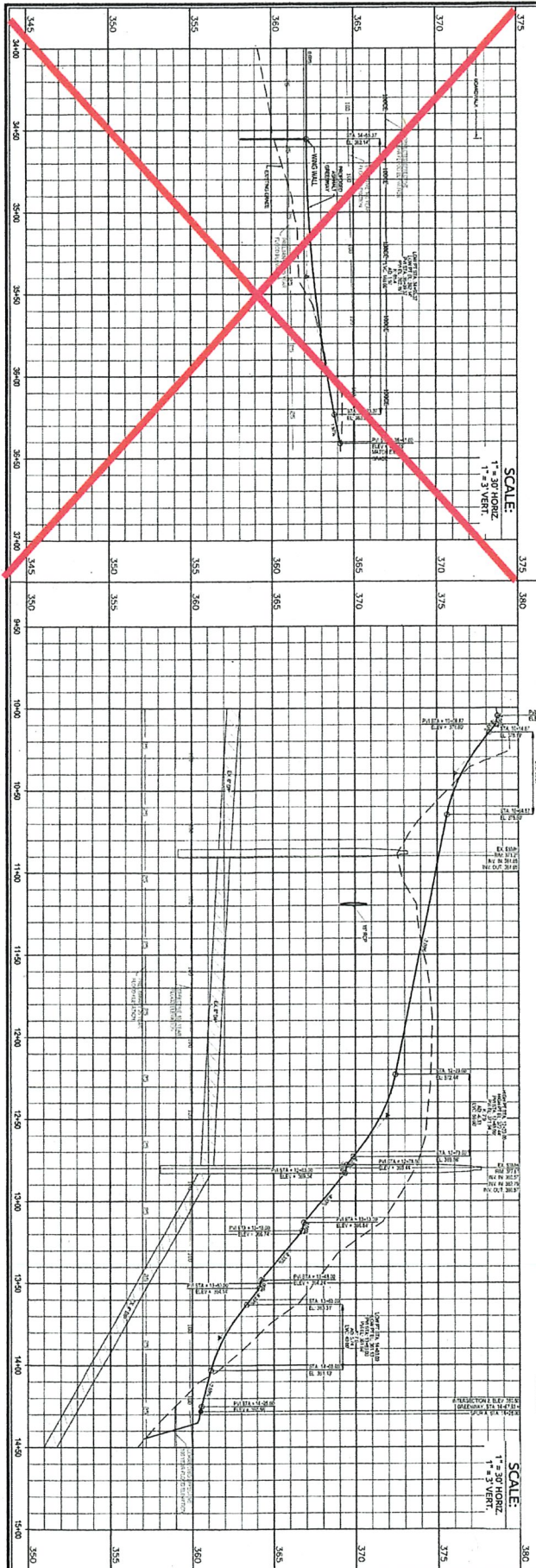
The Engineer will not be responsible for the design of the proposed facility per the information provided on the drawings. The design of the proposed facility is the responsibility of the client.

Project Information:
 Project Name: Middle Creek Greenway
 Project Location: 34+00 to 36+41
 Project Date: 11/17/2011
 Project Engineer: [Signature]
 Project Designer: [Signature]
 Project Checker: [Signature]
 Project Approver: [Signature]

NOT RELEVANT TO CURRENT DESIGN

GREENWAY

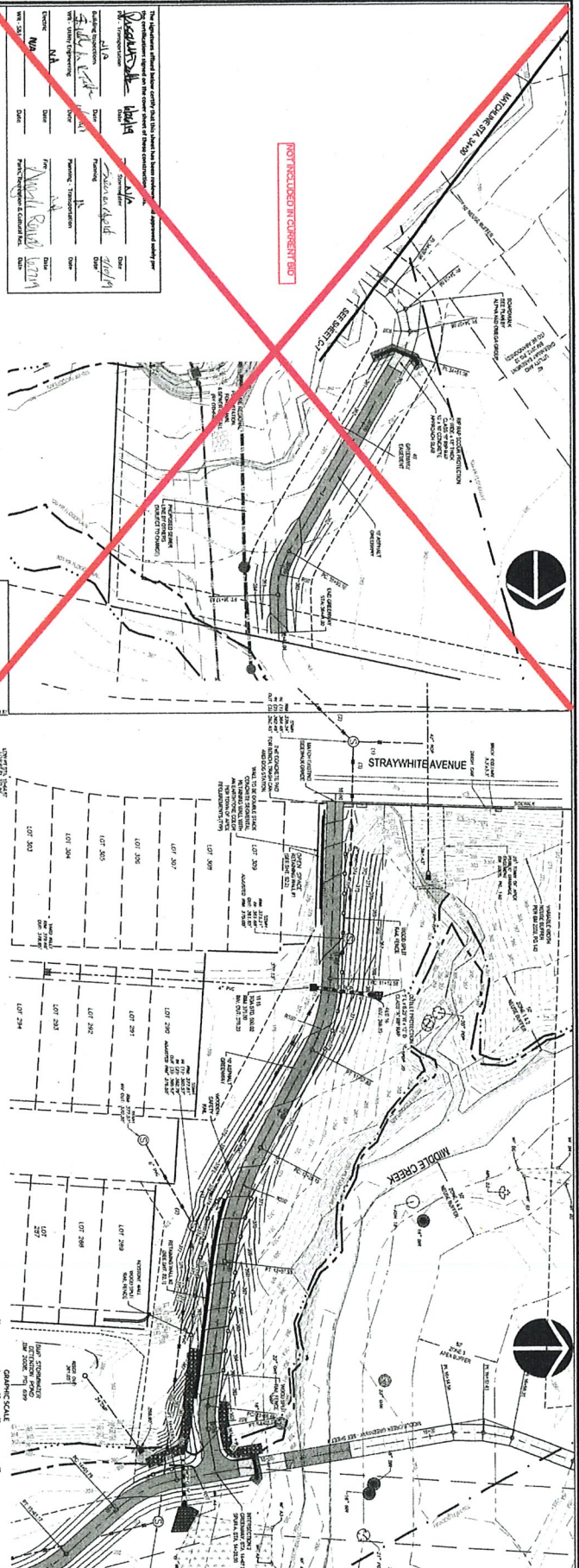
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 1" = 30' HORIZ.
 1" = 3' VERT.



SCALE:
 1" = 30' HORIZ.
 1" = 3' VERT.

SPUR A

GRAPHIC SCALE
 1" = 30'



GREENWAY
 34+00 - 36+41
 & SPUR A
 PLAN PROFILE

MIDDLE CREEK GREENWAY
 PHASE 2

APEX, NC



WithersRavenel
 Engineers | Planners | Surveyors

111 MacKinnon Drive | Cary, NC 27511 | 919.481.2300 | www.withersravenel.com

C-8

APPROVED FOR CONSTRUCTION

1. JAMES GREENWAY JR. 11/17/2011

2. JAMES GREENWAY JR. 11/17/2011

3. JAMES GREENWAY JR. 11/17/2011

4. JAMES GREENWAY JR. 11/17/2011

5. JAMES GREENWAY JR. 11/17/2011

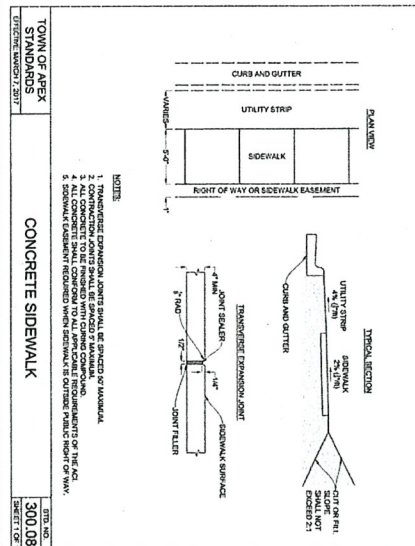
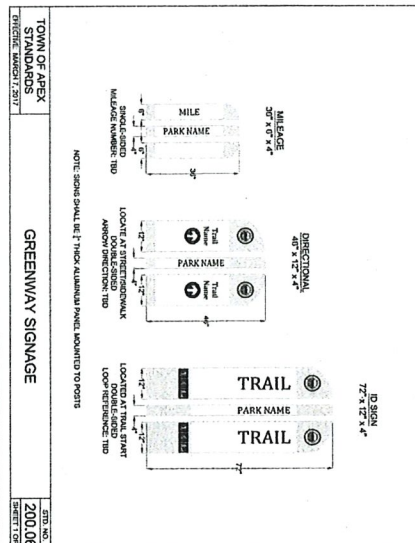
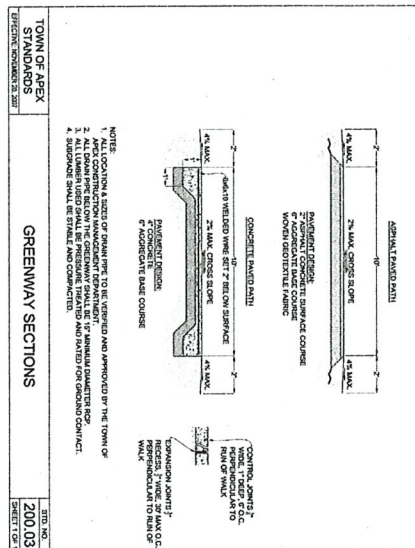
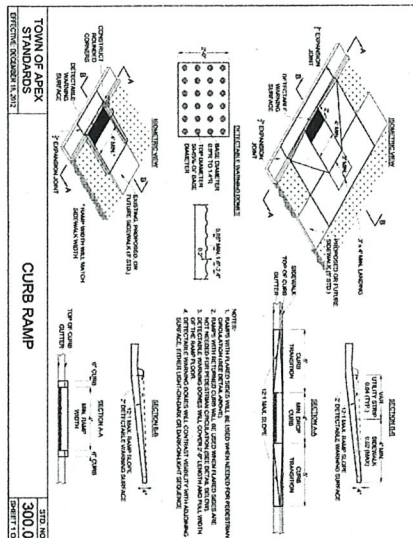
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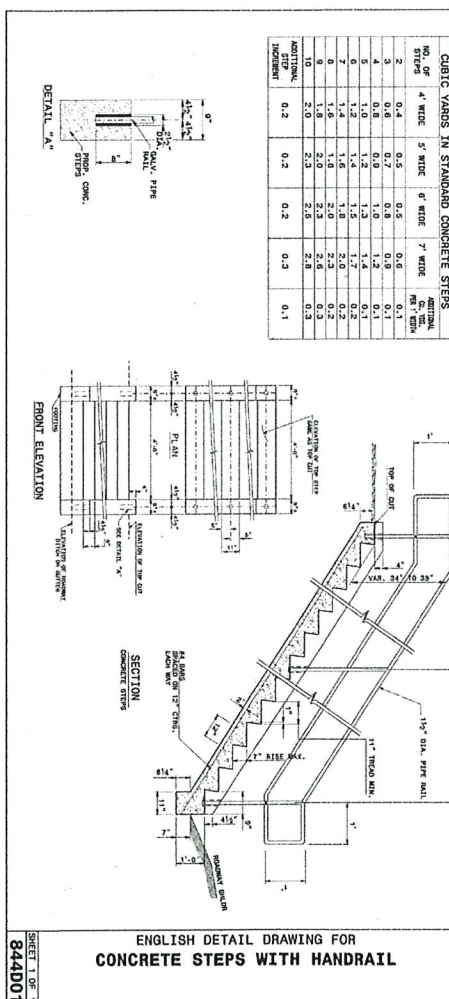
8. JAMES GREENWAY JR. 11/17/2011

9. JAMES GREENWAY JR. 11/17/2011

10. JAMES GREENWAY JR. 11/17/2011



CUBIC YARDS IN STANDARD CONCRETE STEPS						
NO. OF STEPS	4" WIDE	5" WIDE	6" WIDE	7" WIDE	ADDITIONAL FEET	ADDITIONAL STEP INCREASE
1	0.4	0.5	0.5	0.6	0.6	
2	0.6	0.7	0.8	0.9	0.9	0.1
3	0.8	0.9	1.0	1.2	1.2	0.1
4	0.8	0.9	1.0	1.2	1.4	0.1
5	1.0	1.2	1.3	1.4	1.7	0.2
6	1.2	1.4	1.5	1.7	2.0	0.2
7	1.4	1.6	1.8	2.0	2.3	0.2
8	1.6	1.8	2.0	2.3	2.6	0.2
9	1.8	2.0	2.3	2.6	2.8	0.2
10	2.0	2.3	2.6	2.8	3.1	0.3



ENGLISH DETAIL DRAWING FOR
CONCRETE STEPS WITH HANDRAIL

STATE OF
NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

APEX, NC

DETAILS

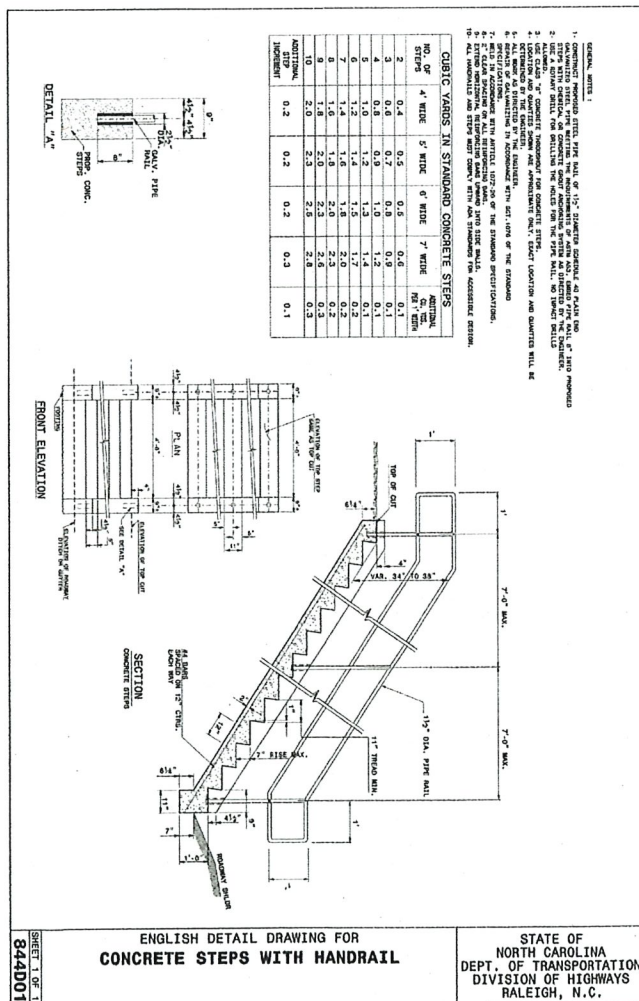
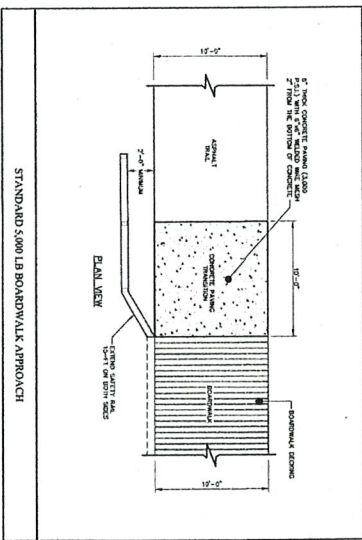
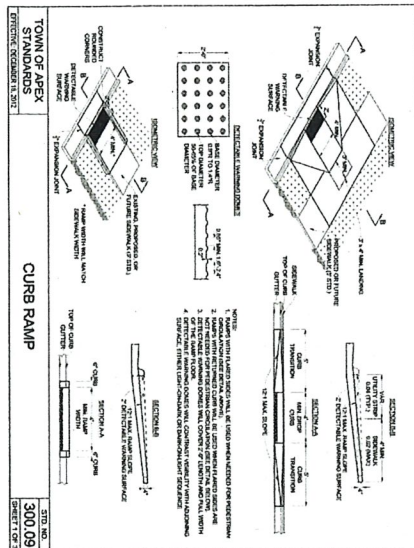
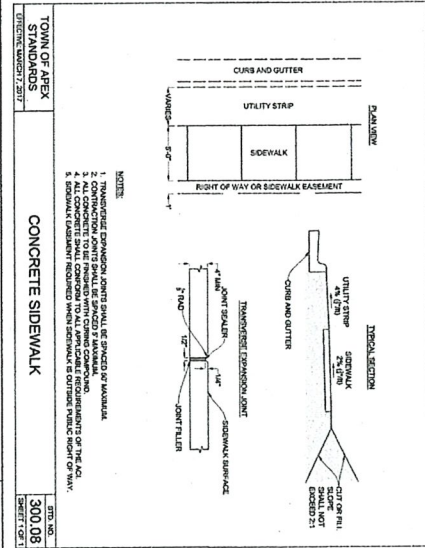
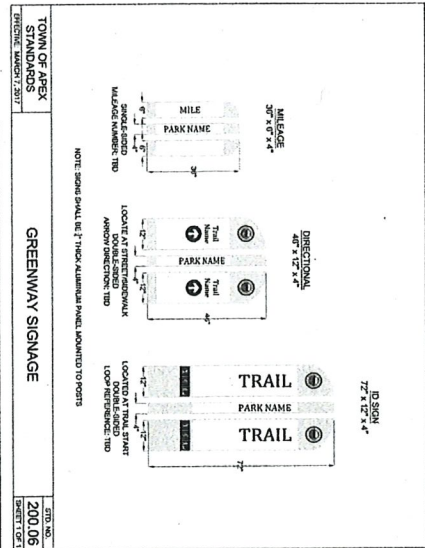
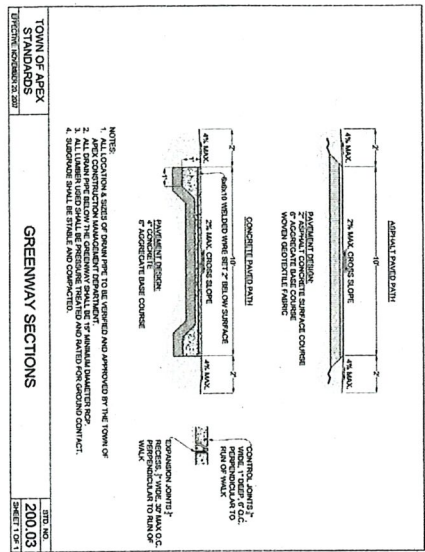
MIDDLE CREEK GREENWAY
PHASE 2



WithersRavenel
Engineers | Planners | Surveyors

115 MacKinnon Drive | Cary, NC 27511 | t: 919.469.3340 | f: 919.469.3341 | www.wilbrahms.com

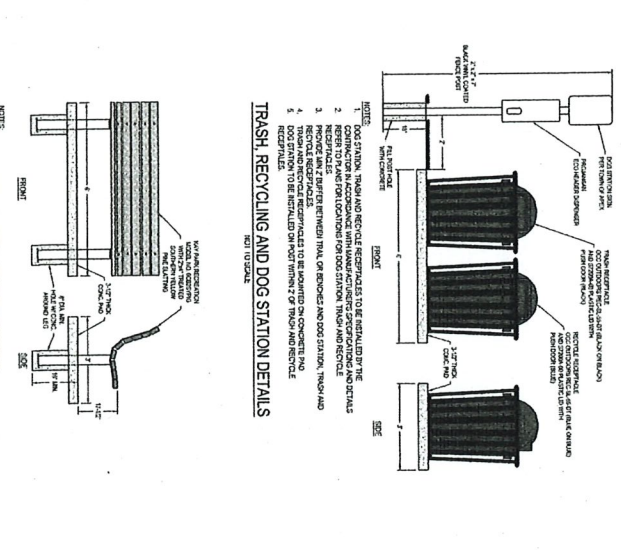
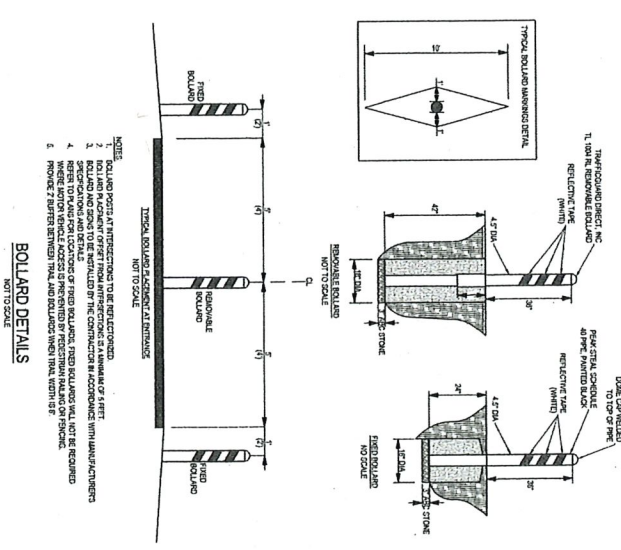
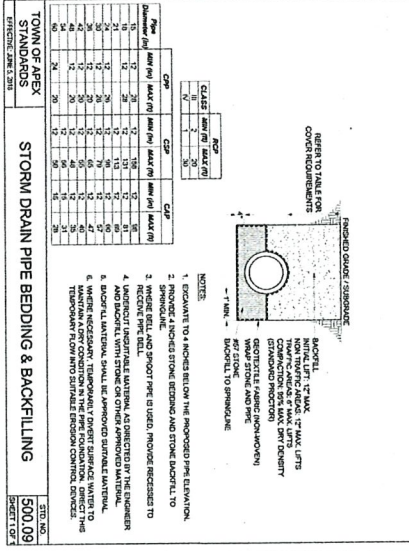
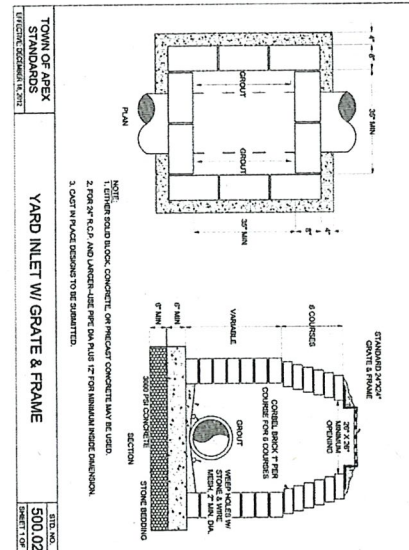
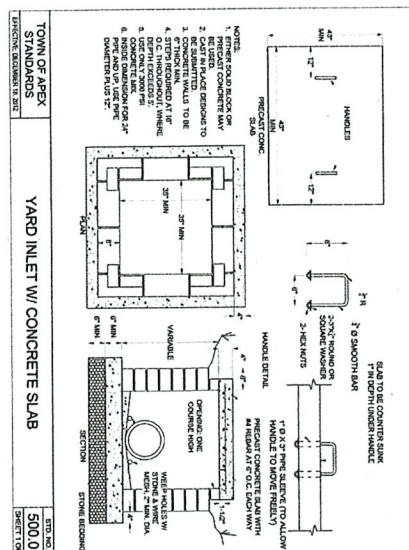
C-12



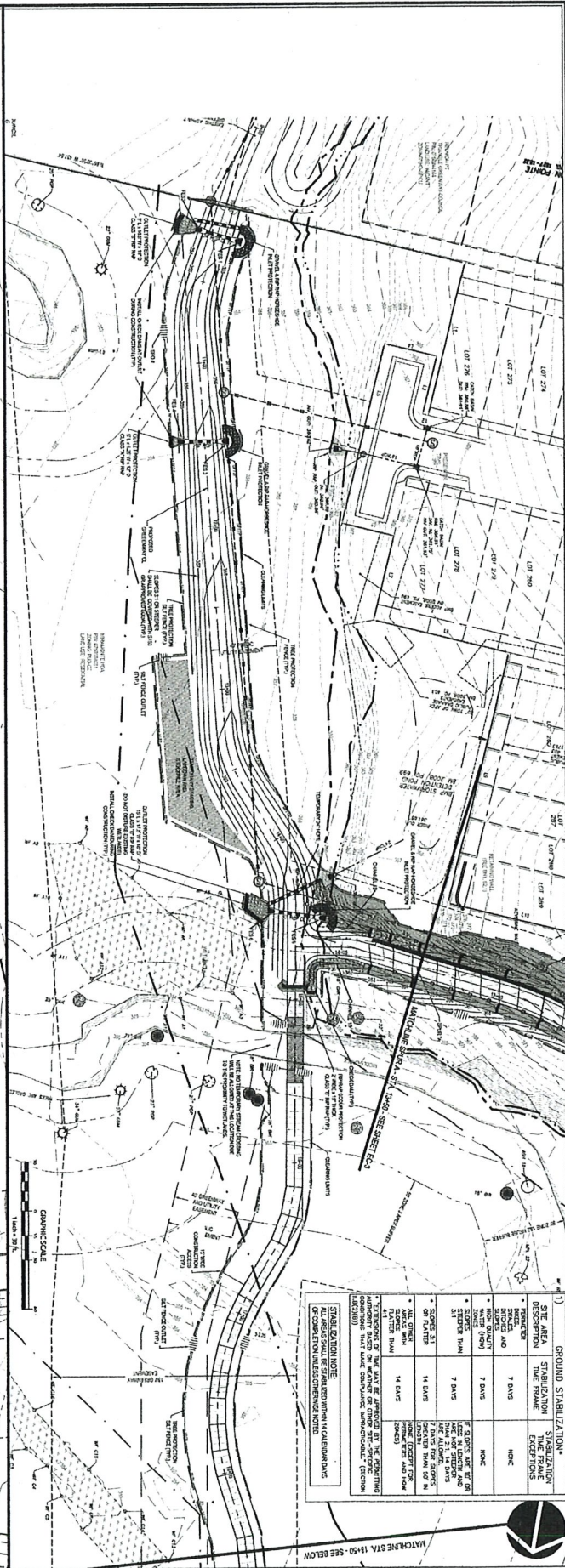
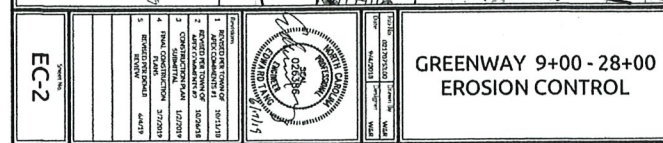
REVISIONS

NO.	DATE	DESCRIPTION	BY	CHKD
1	02/01/2017	ISSUED FOR CONSTRUCTION	W. RAVENEL	W. RAVENEL
2	02/01/2017	ISSUED FOR CONSTRUCTION	W. RAVENEL	W. RAVENEL
3	02/01/2017	ISSUED FOR CONSTRUCTION	W. RAVENEL	W. RAVENEL
4	02/01/2017	ISSUED FOR CONSTRUCTION	W. RAVENEL	W. RAVENEL

DESIGNER W. RAVENEL
CHECKED W. RAVENEL
DATE 02/01/2017



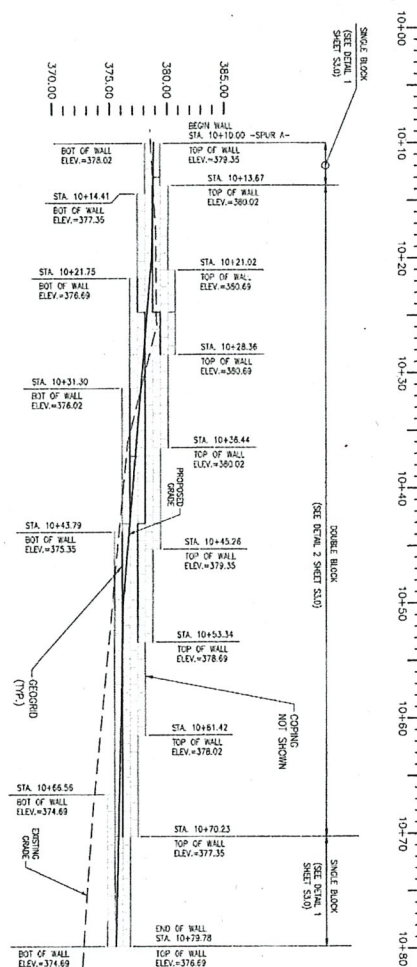
The undersigned, official witness of said test, hereby certifies that the foregoing has been read and approved orally by the testator, and that the same is a true and correct copy of the foregoing.																																			
Witness my hand and the seal of this court at the city of New York, this 10th day of May, 1904.																																			
<table border="1"> <tr> <td>WIT. Testator</td> <td>Date</td> </tr> <tr> <td><i>N. N.</i></td> <td></td> </tr> <tr> <td>Witness</td> <td>Date</td> </tr> <tr> <td><i>N. N.</i></td> <td></td> </tr> <tr> <td>WIT. Interpreting</td> <td>Date</td> </tr> <tr> <td><i>N. N.</i></td> <td></td> </tr> <tr> <td>WIT. Seal</td> <td>Date</td> </tr> </table>	WIT. Testator	Date	<i>N. N.</i>		Witness	Date	<i>N. N.</i>		WIT. Interpreting	Date	<i>N. N.</i>		WIT. Seal	Date	<table border="1"> <tr> <td>WIT. Secretary</td> <td>Date</td> </tr> <tr> <td><i>S. M.</i></td> <td></td> </tr> <tr> <td>Recorder</td> <td>Date</td> </tr> <tr> <td><i>A.</i></td> <td></td> </tr> <tr> <td>Recorder Testator</td> <td>Date</td> </tr> <tr> <td><i>A.</i></td> <td></td> </tr> <tr> <td>Notary Public</td> <td>Date</td> </tr> <tr> <td><i>Wm. H. H. H.</i></td> <td></td> </tr> <tr> <td>Notary, Secretary & Counsel</td> <td>Date</td> </tr> <tr> <td><i>Wm. H. H. H.</i></td> <td></td> </tr> </table>	WIT. Secretary	Date	<i>S. M.</i>		Recorder	Date	<i>A.</i>		Recorder Testator	Date	<i>A.</i>		Notary Public	Date	<i>Wm. H. H. H.</i>		Notary, Secretary & Counsel	Date	<i>Wm. H. H. H.</i>	
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Notary, Secretary & Counsel	Date																																		
<i>Wm. H. H. H.</i>																																			



STANDARDIZATION NOTE:		STANDARDIZATION*	
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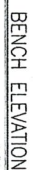


ALPHA & OMEGA GROUP
CIVIL & STRUCTURAL & WATER ENGINEERING

PLANS PREPARED BY:
[Signature]
[Stamp: NORTH CAROLINA STATE BOARD OF PROFESSIONAL ENGINEERS, CIVIL ENGINEERING, 2/27/2010]

Reviewed 2/26/10

Alpha and Omega Group, Inc. 100 N. WILSON AVE. 7TH FLOOR
Durham, NC 27604
www.alphaomega.com
AND PROJECT # 2010-005



M.T.S.



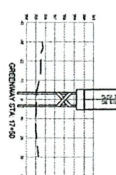
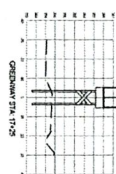
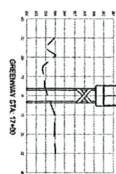
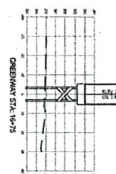
M.T.S.

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ALPHA & OMEGA GROUP
CIVIL | STRUCTURAL | WATER PRODUCTS

ALPHA AND OMEGA GROUP, INC.
4401 EAST BOWNE TRAIL, SUITE 200
FARMERS BRANCH, TEXAS 75444
www.alphaomega.com

AAO PROJECT #: 2018.0003



115 MacKinnon Drive | Cary, NC 27511 | t: 919.469.5540 | f: 919.469.5542 | www.althoravaret.com

Middle Creek Greenway
Phase 2 - Section 1
Bid Opening

Bid	Bidder Name	Bid Amount (as from bid form) (Prior to tabulation of actual numbers)	Alternate Price (Prior to tabulation of actual numbers)	Total Base Bid + Alternate	Addendum 1-3	GC License #	Bid Bond	DBE Form
1	Bridgepoint Civil, LLC *	\$303,415.82				77634	N/A	N/A
2	Lanier Construction	\$443,865.00				18152	N/A	N/A
3	Fred Smith Co.	\$321,500.00				43848	N/A	N/A
4	Narron Contracting	\$316,632.75				62426	N/A	N/A
5	Pacos Construction Co *	\$505,991.25				DID NOT PROVIDE	N/A	N/A
	Engineer's Opinion of Cost	\$289,722.00						

Edward Tang, PE



* Denotes that a mathematical error was found when the bid tabulations were checked by me

This is to certify bids tabulated herein were received on the above date at the Town of Apex Community Center at 53 N. Hunter Street, Apex, NC 27502

WithersRavenel

10/24/2019

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 3, 2019

Item Details

Presenter(s): John M. Brown , Director Parks Recreation and Cultural Resources

Department(s): Parks, Recreation and Cultural Resources

Requested Motion

Motion to approve property deed restrictions for Salem Pond Park and authorize Town Manager to sign any associated documents to complete the transaction

Approval Recommended?

Yes

Item Details

In 2017 the Town of Apex received a \$150,000 Grant from the Federal Land and Water Conservation Fund to aid with the construction of Phase II of the Salem Pond Park property. Since that time staff has been trying to work through the LWCF process with both the State of North Carolina who administers the program and National Park Service who must sign off on the project. This is the last step of the process which involves an amendment to the property deed which assures that the property will remain as park property and not be used for any other purpose. The Town's Legal Department has been working with both the State and Federal authorities to draft the attached deed restriction document.

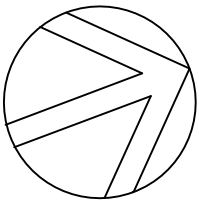
Attachments

- *Notice of Deed Restriction
- Site Map



SALEM ELEMENTARY SCHOOL

SALEM
MIDDLE
SCHOOL



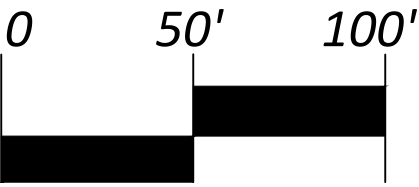
NORTH

Salem Pond Park PARTF Site Plan

Apex, North Carolina
April 5, 2016

LEGEND:

- PARK BOUNDARY- 12.33 Acres
- EXISTING FACILITIES
- PARTF REQUEST
- FUTURE FACILITIES



SCALE: 1" = 100' - 0"

EXISTING PARKING
EXISTING SCHOOL SIDEWALK
SIDEWALK CONNECTION
TO SCHOOL

BIKE
RACK

SHADE
STRUCTURE
WITH PICNIC
TABLES

PLAYGROUND
WITH FENCE

SIDEWALK
CONNECTION
TO COMMERCIAL

FUTURE
RESTROOM

MULTI-USE NATURAL TURF
FIELD WITH FENCE &
SAFETY NETTING

LIGHTING TO INCREASE FIELD
USE (TYP.)

OLD JENKS ROAD

COMMERCIAL

EXISTING
SALEM POND
2.22 AC

EXISTING
LOWER
POND
1.01 AC

EXISTING TRAIL

(4) TRAIL DISTANCE MARKERS (TYP.)

SHADE STRUCTURE WITH
PICNIC TABLES

(4) ENVIRONMENTAL EDUCATION
SIGNS/REST AREAS (TYP.)

FUTURE TRAIL CONNECTION TO
CARY GREENWAY SYSTEM

RESIDENTIAL

DAVIS DRIVE

NORTH CAROLINA

Tax Parcel No. ___0742-59-1809_____

___Wake___ COUNTY

LWCF NO. 37-01046_

NOTICE OF *LAND AND WATER CONSERVATION FUND*
GRANT REQUIREMENTS AND RESTRICTIONS ON PROPERTY

Prepared By: Laurie Hohe, Town Attorney, Town of Apex

After Recording Return To: Attention LWCF State Liaison Officer
NC Department of Natural and Cultural Resources
1615 Mail Service Center
Raleigh, North Carolina 27699-1615

Brief Description for Index: LWCF Restrictions on Property

INDEX IN THE GRANTOR INDEX UNDER:

- (1) Town of Apex, P.O. Box 250, Apex, NC 27502
- (2) State of North Carolina

INDEX IN THE GRANTEE INDEX UNDER:

- (1) Town of Apex, P.O. Box 250, Apex, NC 27502
- (2) State of North Carolina

PROPERTY SUBJECT TO THIS NOTICE:

The property that is subject to this Notice is that certain real property lying and being in ___White Oak___ Township, ___Wake___ County, North Carolina, containing ___12.049_ acres more or less, and which is more particularly described in that certain deed recorded in Deed Book

__13456__, Page _1268_, and Book of Maps BM2019, Page 1301, Wake County Register of Deeds (hereinafter the “**Property**”).

OWNER OF THE PROPERTY- GRANT RECIPIENT:

Town of Apex, a North Carolina municipal corporation, is the sole owner in fee simple of the Property and has a principal address of _____P.O. Box 250, Apex, NC, 27502_____ (hereinafter “**Grant Recipient**”).

TAKE NOTICE THAT GRANT RECIPIENT DECLARES THE FOLLOWING:

Grant Recipient declares that the contents of this Notice are true and accurate and further declares as follows:

1. The Land and Water Conservation Fund Act of 1965 (as amended, in 54 U.S.C. 200302, et seq.) (hereinafter, the “**Act**”) establishes the Land and Water Conservation Fund (hereinafter, the “**Fund**”) and authorizes the granting of financial assistance through the Fund’s State Grants Assistance Program to local governmental units or public authorities to assist them in acquiring, planning, and/or developing land to be used for outdoor recreation purposes. Section 143B-50.19(c) of the North Carolina General Statutes designates the Director of the North Carolina Division of Parks and Recreation (hereinafter, the “**State Liaison Officer**”), or any other additional personnel as designated by the Secretary of the North Carolina Department of Natural and Cultural Resources (hereinafter, “**NCDNCR**”), a department of the State of North Carolina (hereinafter, the “**State**”), as having the authority and responsibility to accept and administer funding received through the Fund.

2. The Property has been acquired or developed with Federal financial assistance from the Fund provided by the National Park Service of the U. S. Department of the Interior in accordance with the Act. Pursuant to a requirement of the Act, the Property shall in perpetuity (1) be used for, and only for, outdoor recreation purposes for the use and benefit of the general public and (2) not be converted to other than public outdoor recreation uses (whether by transfer, sale or in any other manner) without the express written approval of the Secretary of the U.S. Department of the Interior or his/her designee (hereinafter, the “**Secretary**”). Such conversion shall be approved only if the Secretary finds it to be in accord with the State’s then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he/she deems necessary to assure the substitution of other recreation properties of at least equal fair market value and or reasonably equivalent usefulness and location.

3. The requirements and restrictions on the Property shall be permanent and perpetual and shall run with the land and shall be binding upon Grant Recipient and all parties having any right, title, or interest in the Property, and their heirs, successors, and assigns, and shall be binding upon all those claiming by, through, or under each such party, in perpetuity.

4. The Secretary shall have the right to enforce the requirements and restrictions on the Property through any and all means and authorities available under law or equity. Any forbearance by the Secretary to exercise his/her rights of enforcement shall not be deemed or

construed to be a waiver by the Secretary of such right in general or with respect to any specific violation of the requirements or restrictions applicable to the Property. Grant Recipient grants the U.S. Department of the Interior, the State Liaison Officer, and their agents, employees, and representatives the right of entry and access to the Property for the purposes of inspecting the Property and exercising the aforementioned enforcement rights.

5. Grant Recipient hereby covenants and agrees, for itself, its successors and assigns, that, in the event it wishes to transfer the Property or any interest therein, it shall notify the State Liaison Officer, or any other additional personnel as designated by the Secretary of DNCR as having authority to administer funding received through the Fund, in writing of the names and addresses of any party to whom the Property is intended to be transferred at least sixty (60) days prior to the time said transfer is to be consummated. Any transferee of the Property or any interest therein shall take title subject to the requirements and restrictions referenced herein or applicable to the Property. Grant Recipient, for itself, its successors and assigns, further covenants and agrees to make specific reference to this Notice by its full name and recording information in a separate paragraph of all subsequent leases, deeds, or other legal instruments by which the Property or any interest therein is conveyed.

[SIGNATURES AND NOTARIZATION ARE ON THE NEXT PAGE]

IN WITNESS WHEREOF, Grant Recipient, by authority duly given, has hereunto caused these presents to be executed by its officers and its seal affixed, to be effective upon signature and recordation.

GRANT RECIPIENT:

TOWN OF APEX,
a duly constituted North Carolina Municipal Corporation

By: _____
Jacques Gilbert
Mayor, Town of Apex

ATTEST:

TOWN SEAL:

By: _____
Donna B. Hosch
Town Clerk

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

I, the undersigned Notary Public of the aforesaid county, North Carolina, do hereby certify that Donna B. Hosch personally appeared before me this day and acknowledged that he/she is the Town Clerk of the Town of Apex, a local government of the State of North Carolina, and that by authority duly given and as the act of the local government, the foregoing instrument was signed in its name by its Mayor, Jacques Gilbert, sealed with its seal, and attested by himself/herself as its Town Clerk.

Witness my hand and notarial seal this the ____ day of _____, 20__.

Notary Public: _____

Printed Name: _____

My commission expires: _____

STAMP/SEAL

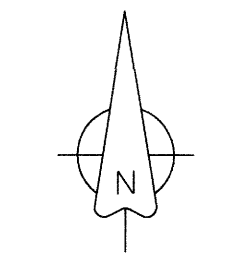
BOUNDARY SURVEY for 6112 OLD JENKS ROAD

WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

JANUARY 16, 2019
(LAST REVISED: MAY 22, 2019)VICINITY MAP
1" = 1000'

LEGEND & NOMENCLATURE

- Existing Iron Pipe
(unless noted otherwise)
● New 3/4" Iron Pipe
■ Concrete Monument Set
○ Computed Point
○ Deed Book
○ B.M.
○ B.M.
○ Pg.
○ S.F.
○ Ac.
○ S.T.
○ 000
- Deed Book
Book of Maps
Page
Square Feet
Acres
Sight Triangle
Address



NC GRID (NAD 83/2011)

SURVEYOR NOTES:

- All distances shown are horizontal ground measurements in U.S. Survey Feet.
- 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.
- Areas calculated by CAD software (coordinate geometry).
- Notice of Limitation of Use: This property has been acquired or developed with Federal financial assistance provided by the National Park Service of the U.S. Department of the Interior in accordance with the Land and Water Conservation Fund Act of 1965, as amended, 16 U.S.C. 4601-5 et seq. (1970 ed.). Pursuant to a requirement of that law, this property may not be converted to other than public outdoor recreation uses (whether by transfer, sale or in any other manner) without the express written approval of the Secretary of the Interior. By law, the Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and or reasonably equivalent usefulness and location.

POSITIONAL ACCURACY CERTIFICATION

I, Jeremy Taylor, certify that this map was drawn under my supervision from an actual GPS survey made under my supervision and the following information was used to perform the survey:

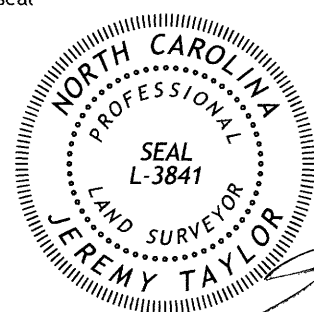
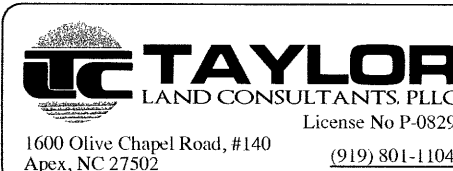
- (1) Class of survey: A
- (2) Positional accuracy: 0.05' (H)
- (3) Type of GPS field procedure: Real Time Kinematic - NC Network
- (4) Dates of Survey: Nov, 2018
- (5) Datum / Epoch: NAD 83 (NRS2011)
- (6) Published / fixed control used: NC Real Time Network
- (7) Geoid Model: Geoid 12b
- (8) Combined grid factor (AVG): 0.999889491
- (9) Units: US Survey Feet

SURVEYOR CERTIFICATION

I, Jeremy Taylor, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed and description recorded in Books referenced); that the boundaries not surveyed are clearly indicated as drawn from information found in Books referenced; that the ratio of precision as calculated exceeds 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended.

Furthermore, this survey is of an existing parcel or parcels of land and does not create a new street or change an existing street.

Witness my original signature, registration number and seal this 17th day of July 2019.



WAKE COUNTY, NC 7
CHARLES P. GILLIAM
REGISTER OF DEEDS
PRESENTED & RECORDED ON
08/02/2019 10:05:40

BOOK: BM2019 PAGE: 01301

CURVE	RADIUS	LENGTH	CHORD	BEARING
C1	60.00'	58.34'	56.07'	N 58°02'01" E
C2	328.05'	66.81'	66.69'	S 88°12'14" E
C3	200.00'	215.96'	205.62'	N 66°41'48" E
C4	531.23'	316.65'	311.98'	N 18°41'11" E
C5	335.00'	250.61'	244.81'	N 23°05'47" E

LINE	BEARING	DISTANCE
L1	N 30°25'16" E	15.81'
L2	N 30°25'16" E	13.06'

Wake County Board
of Education
PIN: 0743-40-6194
D.B. 8245, PG 825

TOWN OF APEX
PIN: 0742-59-1809
D.B. 13546, PG 1268

TOTAL PARCEL AREA: 537,453 SF (12.338 Ac.)
FUTURE R/W AREA: 12,616 SF (0.289 Ac.)

NET 6F PARCEL AREA: 524,837 SF (12.049 Ac.)

Wake County Board
of Education
PIN: 0743-40-6194
D.B. 8245, PG 825

Margie Anderson Goodwin
PIN: 0743-50-5248
D.B. 4278, PG 941

Margie A. Goodwin
PIN: 0743-50-4086
D.B. 6464, PG 647
B.M. 1995, PG 302

NC GRID COORD.
N: 729,924.81
E: 2,045,586.34
EX CONC. MONUMENT:
UNDISTURBED

FUTURE
RIGHT-OF-WAY
DEDICATION
9,796 S.F.
0.225 Ac.

EX 2" IRON PIPE
(0.3' ABOVE GRND)

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(0.2' ABOVE GRND)

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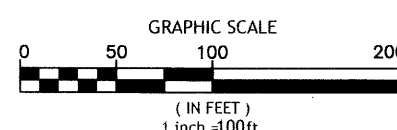
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(0.1' ABOVE GRND)



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 3, 2019

Item Details

Presenter(s): Laurie Hohe

Department(s): Town Attorney

Requested Motion

Motion to approve a settlement agreement and release between the Town of Apex and MREC KLP STILLWATER, LLC related to a dispute concerning reimbursement for the cost of construction of a multi-use path as part of the Stillwater development and authorize the Town Manager to execute same and approve Budget Ordinance Amendment No. 7 appropriating funds for the settlement.

Approval Recommended?

n/a

Item Details

Funding for the payment will come from appropriated fund balance.

Attachments

- Settlement Agreement and Release
- Budget Ordinance Amendment No. 7





Town of Apex

BUDGET ORDINANCE AMENDMENT 7

BE IT ORDAINED, by the Council of the Town of Apex that the following Budget Amendment for the Fiscal Year 2019-2020 Budget Ordinance be adopted:

GENERAL FUND

Section 1. Revenues:

Appropriated Fund Balance	\$15,488
Total Revenues	\$15,488

Section 2. Expenditures:

Streets-Capital Outlay Improvements	\$15,488
Total Expenditures	\$15,488

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 3rd day of December, 2019.

Attest:

Lance Olive, Mayor

Donna B. Hosch, MMC, Town Clerk

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made and entered into this the ____ day of _____, 2019 by and between MREC KLP STILLWATER, LLC, a Delaware limited liability company (“Developer”) and the Town of Apex, a North Carolina municipal corporation (“Town”).

WITNESSETH

WHEREAS, as part of the development of the Stillwater residential subdivision (“Development”), Developer installed a greenway trail within the development and a multi-use path along Ragan Road; and

WHEREAS, Developer received reimbursement from the Town for the cost of construction of the greenway trail within the Development; and

WHEREAS, a dispute arose between Developer and Town regarding reimbursement for the cost of construction of the multi-use path; and

WHEREAS, Developer and Town desire to compromise and settle any and all disputes arising out of or in any way connected with the matters described above;

NOW, THEREFORE, IT IS RESOLVED that, in consideration of the payment to Developer by Town of \$15,487.50 and Developer’s agreement to release Town from any and all liability arising out of the dispute, and for other good and sufficient consideration, the receipt and sufficiency of which is acknowledged, the parties covenant and agree as follows:

1. Developer, for itself, its successors, and assigns, hereby releases and forever discharges Town, its successors, assigns, affiliates, agents, employees, and legal representatives, from any and all claims and demands, whether known or unknown, which Developer has, or may have, arising out of or in any way relating to the dispute described above. Developer covenants and agrees that it has not assigned, transferred or conveyed in any manner all or any part of its legal claims or legal rights against Town in connection with the matters described above. This Release shall be binding upon Developer and its successors and assigns, and shall inure to the benefit of Towns and its successors, assigns, affiliates, agents, employees and legal representatives.

2. No party admits or acknowledges any liability to any other party and specifically denies the existence of such liability.

3. No promise or agreement other than those recited above has been made as consideration for the releases and discharges effected by this agreement and Developer gives these releases and discharges for the sole consideration recited above.

4. This Settlement Agreement and Release constitutes the entire agreement of the parties. All prior understandings, representations and agreements are merged in this agreement, and this Settlement Agreement and Release shall not be modified in any manner, except by written instrument signed by both parties.

5. The parties attest that this Settlement Agreement and Release is voluntarily made after ample opportunity to review the document with any individuals, advisors and counsel so desired.

6. This Settlement Agreement and Release shall be governed and interpreted by the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement and Release as of the day and year written above, in duplicate, and have set forth their signatures and seals with the intention of executing this document under seal.

MREC KLP STILLWATER, LLC

a Delaware limited liability company

By: MREC KLP JV1 Holdings, LLC, a
Delaware limited liability company
Its member

By: KLP MK Funding LLC, a Florida
limited liability company
Its Manager

By:

_____**(SEAL)**

James P Harvey

Authorized Signatory

Florida

_____County

I, the undersigned, a Notary Public in and of said County and State aforesaid, do hereby certify that James P. Harvey personally appeared before me this day and acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated. Witness my hand and official seal, this the ____ day of _____, 2019.

[Seal]

Notary Public

My commission expires:_____

TOWN OF APEX

Town Manager

Attest:

Town Clerk

*This instrument has been preaudited in the
manner required by the Local Government
Budget and Fiscal Control Act.*

Finance Director

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 3, 2019

Item Details

Presenter(s): Donna Hosch, Town Clerk

Department(s): Administration

Requested Motion

Motion to approve Minutes of the November 19, 2019 Regular Meeting and Closed Session Minutes of June 18, July 16, August 6, August 20, September 3, September 17, October 1, October 15, November 6, and November 19, 2019 (Closed Session Minutes recorded separately)

Approval Recommended?

Yes

Item Details

The Closed Session Minutes have been reviewed by the Town Attorney.

Attachments

- Minutes of the November 19, 2019 Council Meeting





Apex Town Council Meeting

Tuesday, November 19, 2019

Lance Olive, Mayor
Nicole L. Dozier, Mayor Pro Tempore
William S. Jensen, Wesley M. Moyer, Audra M. Killingsworth, and
Brett D. Gantt, Council Members
Drew Havens, Town Manager
Shawn Purvis, Assistant Town Manager
Marty Stone, Assistant Town Manager
Donna B. Hosch, MMC, NCCMC, Town Clerk
Laurie L. Hohe, Town Attorney

The Regular Meeting of the Apex Town Council
scheduled for Tuesday, November 19, 2019, at
7:00 PM was held in the Council Chamber of
Apex Town Hall, 73 Hunter Street

In attendance were Mayor Lance Olive, Mayor Pro Tem Nicole L. Dozier, and
Council Members William S. Jensen, Wesley M. Moyer, Audra M. Killingsworth and Brett D. Gantt

Also in attendance were Town Manager Drew Havens, Assistant Town Manager
Shawn Purvis, Town Clerk Donna B. Hosch, and Assistant Town Attorney Brian Moyer

COMMENCEMENT

Mayor Olive called the meeting to order, asked for a moment of silent reflection, and led the Pledge of Allegiance.

PRESENTATIONS

PR1 Lance Olive, Mayor

Presentation of the Government Finance Officers Association's (GFOA's) Award for Excellence in Financial Reporting to Vance Holloman, Finance Officer and Suzanne Parmentier, Accounting and Budget Manager

Mayor Olive presented the Certificate to Vance Holloman and Suzanne Parmentier, stating that this had been the 25th consecutive year the Town has received the award. Mr. Holloman thanked staff for their support and he thanked Keith Joyce. He additionally thanked Ms. Parmentier and her staff for all their hard work. Mr. Holloman introduced his newest employee, Preeta Nayak.

PR2 Keith Joyce, Joyce and Company, Independent Auditor

Presentation of June 30, 2019 audit report from Joyce and Company

Mr. Joyce congratulated the Town for its receipt of the Award, noting that only a small percentage of municipalities receive this Award, even fewer receiving it so many consecutive years. He presented highlights of the audit. There was one interim finding and a management letter item, each of which was explained.

CONSENT AGENDA

- CN1 Donna Hosch, Town Clerk
Cemetery refund of \$1,200 to H.R. and Brenda M. Morton
- CN2 Donna Hosch, Town Clerk
Apex Tax Reports dated September 4, 2019 and October 1, 2019
- CN3 Mary Beth Manville, Human Resources Director
Addition of one position for the Permits and Inspections Department to add a Code Enforcement Officer, Grade 21
- CN4 Adam Stephenson
Revisions to the Town Standard Specifications and Details.
- CN5 Adam Stephenson
Construction contract and authorization for the Town Manager to execute same and corresponding Budget Ordinance Amendment No. 6 and Capital Project Ordinance Amendment 7 for U-5530AC James Street to Downtown Pedestrian Improvements
- CN6 Russell Dalton
Chatham Street Sidewalk Review and Oversight Agreement with NCDOT and corresponding Capital Project Ordinance Amendment 2020-6
- CN7 Amanda Bunce, Current Planning Manager
Statement of the Town Council for Rezoning Case #19CZ16, Horton Park PUD Amendment and TF-CZ, MFW Investments, LLC, petitioner for the property located 5100, 5101, & 5220 Jessie Drive; 0 Dezola Street; and 8140 (portion of), 8252, 8306 & 8308 Smith Road
- CN8 Sarah Rayfield, Senior Planner
Findings of Fact, Conclusions of Law, and Decision approving the Reserve at Mills Farm Major Site Plan

CN9 Marty Stone, Assistant Town Manager

Approval and authorization for the Town Manager to execute the same for an Encroachment Agreement between the Town of Apex and the Townes at North Salem Homeowners Association, Inc. The grantee wishes to install art pieces within the Town's right-of-way in accordance with the approved Master Subdivision Plan approved on September 20, 2016.

Mayor Olive called for a motion to approve the Consent Agenda. Council Member Killingsworth made the motion; Council Member Gantt seconded the motion.

The motion carried by a 5-0 vote.

REGULAR MEETING AGENDA

Mayor Olive stated that the Town Manager requested the addition of a New Business item: to permit an organized fun run on a portion of the Beaver Creek Greenway on Thursday, November 28, 2019 beginning at 9:00 a.m.

Council Member Killingsworth requested the addition of an Unfinished Business item to present general comments.

Mayor Olive called for a motion to approve the Regular Meeting Agenda. Council Member Gantt made the motion with the addition of the stated items;
Council Member Dozier seconded the motion.

The motion carried by a 5-0 vote.

PUBLIC FORUM

Joseph Malfeo spoke about the funding of the Electric Operations building, stating that notice of the project was made to him via his HOA. He stated he received this notice after grading began. He asked that the project be stopped until further talks with neighbors. The neighbors were opposed to a cell tower. They foresaw safety issues.

Ann Nyland stated they have asked for additional information regarding the electric operations building that has yet to be received. She spoke about the change in the dynamics of the property now that a residential neighborhood is in place. Children will be at risk because of truck traffic.

PUBLIC HEARINGS

PH1 Sarah Rayfield, Senior Planner

Rezoning Case #19CZ02 Morris Acres PUD. The applicant, Kaplan Residential, sought to rezone approximately ±17.4376 acres, for the properties located at 0, 7208, & 7208B Morris Acres Road (PINs 0732289587, 0732382530, & 0732382709) from Rural Residential (RR) to Planned Unit Development-Conditional Zoning (PUD-CZ).

Staff oriented Council to the site. A neighborhood meeting was held and a traffic study was done. A fee in lieu was recommended. Planning staff recommended approval with conditions offered by the applicant; Planning Board also recommended approval. Staff answered Council questions related to fees and stormwater mitigation.

Jason Barron, Morningstar Law Group, explained they tried to work with neighbors to get this to something that would fit. At the neighborhood meeting, they presented the updated plans to what seemed to be to the satisfaction of the neighbors. He detailed all the changes they were able to make. Mr. Barron pointed out the recommendation of approval from staff and the Planning Board. He respectfully asked for approval by Council.

Mayor Olive declared the Public Hearing open.

Ryan Simmons presented concerns of several neighbors related to buffers, sanitary lines, and stormwater issues.

Mayor Olive declared the Public Hearing closed.

Council questioned staff about water flow in relation to storm events. Mr. Peter Cnossen, Jones and Cnossen Engineering, stated a flood study was done; but they've never gone to a 100 year stormwater design. Conversation ensued along these lines. The applicant also answered Council questions related to setbacks and buffers. Mr. Barron will speak with his client about the other concerns presented by Mr. Simmons. He explained why this development would be in the best interest of the public. After conferring with his client, Mr. Barron stated they would commit to increasing buffer size on part of the property.

Council stated he felt this should be held off until further development of the area.

Council stated she felt the proposed development could be beneficial at some point in the future.

Council stated he hoped the family would be able to sell the property and move forward with their lives.

Council stated he was concerned about the quality of the development.

Mayor Olive called for a motion. Council Member Gantt made the motion to deny the rezoning with the additional stated condition; Council Member Dozier seconded the motion.

Council Members Gantt, Dozier, Jensen, and Killingsworth voted in the affirmative; Council Member Moyer voted in the negative.

The motion for denial carried by a 4-1 vote.

PH2 Liz Loftin, Senior Planner

Rezoning Application #19CZ18 (113 West Street). The applicant, Maureen Hughes, sought to rezone approximately 0.19 acres located at 113 West Street (PIN 0741295052) from Office and Institutional (O&I) to Medium Density-Conditional Zoning (MD-CZ).

Staff oriented Council to the site. Planning staff recommended approval as did the Planning Board.

Mayor Olive declared the Public Hearing open.

With no one wishing to speak, the Mayor declared the Public Hearing closed.

Mayor Olive called for a motion. Council Member Killingsworth made the motion to approve the rezoning; Council Member Gantt seconded the motion.

The motion carried by a 5-0 vote.

PH3 Amanda Bunce, Current Planning Manager

Ordinance on the Question of Annexation – Apex Town Council's intent to annex David L. Heidinger and New Hill Baptist Church & Cemetery Trustees property containing 3.992 acres located at 3605 and 3700 Old US 1 Highway, Annexation #674, into the Town's corporate limits.

This item is to be heard with Rezoning #19CZ19 3605 & 3700 Old US 1 Hwy.

PH4 Amanda Bunce, Current Planning Manager

Rezoning Application #19CZ19 3605 & 3700 Old Us 1 Hwy and Ordinance. The applicants, Michael Pfeifer & Jennifer Crank, sought to rezone approximately 4.33 acres located at 3605 & 3700 Old

US 1 Hwy from Wake County Residential-40W (R-40W) & Wake County Highway Commercial (HC) to Mixed Office-Residential-Retail-Conditional Zoning (MORR-CZ).

Staff oriented Council to the site. Staff recommended approval as did the Planning Board. Staff answered Council questions related to zoning and the existing cemetery.

The applicant answered Council questions related to why the wells were contaminated and with what.

Mayor Olive declared the Public Hearing open. With no one wishing to speak, Mayor Olive declared the Public Hearing closed.

Mayor Olive called for a motion. Council Member Jensen made the motion to adopt the Annexation Ordinance and the rezoning and to adopt the Ordinance related to rezoning;

Council Member Dozier seconded the motion.

The motion carried by a 5-0 vote.

PH5 Dianne Khin, Planning Director

Ordinance on the Question of Annexation – Apex Town Council's intent to annex William and Marilyn Shenton (single-family) property containing 2.859 acres located at 2013 Ramblewood Drive, Annexation #678, into the Town's corporate limits

Staff oriented Council to the site and stated it recommended approval.

Mayor Olive called for a motion. Council Member Dozier made the motion to adopt the Ordinance; Council Member Gantt seconded the motion.

The motion carried by a 5-0 vote.

PH6 Amanda Bunce, Current Planning Manager

Various amendments to the Unified Development Ordinance

Staff oriented Council to the amendments. The Planning Board recommended denial of the first amendment, staff outlining the reasons why. Staff answered Council questions related to types of continuances and conversation ensued along this line.

Mayor Olive declared the Public Hearing open.

Jeff Roach stated that asking for a continuance is never taken lightly by them, and he explained the consequences to the builder as well as to the community if the process was removed.

Mayor Olive declared the Public Hearing closed.

Item one: Council wondered if anyone else in the builder community had weighed in, the Mayor and Town Manager responding 'no'.

Council stated he could not see denying this outright.

Council stated he wanted the automatic part to remain in the the Ordinance.

Council Member Jensen made a motion to deny a change to item one;

Council Member Dozier seconded the motion.

The motion carried by a 5-0 vote.

Items two through five: staff stated the Planning Board recommended approval of these items.

Mayor Olive called for a motion. Council Member Dozier made the motion to adopt Items two through five; Council Member Killingsworth seconded the motion.

The motion carried by a 5-0 vote.

Mayor Olive called for a ten minute recess.

Mayor Olive, needing to leave the meeting, requested that Mayor Pro Tem Dozier continue with the meeting.

OLD BUSINESS

OB1 Bill Jensen, Council Member

Direction to staff to move work on the proposed study relative to meeting the Council's Clean Energy Goals from the Fiscal 2020-21 budget and work plan, to the current year budget and work plan

Council stated he voted for this but was unaware of what he voted for. He wanted to see this done this fiscal year, moving ahead if that could be done at a reasonable cost. Maybe the study could be broken into two parts – one for lights and one for canopies. Council spoke about the advances being made in this area. He requested taking a look at this issue this fiscal year, the study being done with the possibility of a bond issue in November.

Council stated moving this would affect the current budget, it would push staff, and a bond for this issue was not at the top of what she was hearing from citizens. She wanted the item to remain where it was prioritized, where it would be predictable for staff.

Council agreed, stating that they wanted the Environmental Committee to interact with the study because he felt they would do so effectively.

Council agreed, stating she wanted to see this done but did not want it rushed. The public is telling them that there are other priorities, and she didn't want to see this as a bond issue.

Council Member Jensen made a motion to deny the request;

Council Member Killingsworth seconded the motion.

The motion to deny carried by a 5-0 vote.

UNFINISHED BUSINESS

UB1 Audra Killingsworth, Council Member

ADDED ITEM : Council stated a Transgender Day of Remembrance vigil would be held at the State Capitol tomorrow, Wednesday.

Council stated she should have said something earlier about this, and that she apologized for not doing so. She stated that earlier in the year, she had the support of three of the Council Members in supporting a Resolution for LGBTQIA Pride Month. Several residents reached out to her expressing their thanks.

The dissenting member of Council made disparaging comments about the LGBTQIA community, stating they are not relevant to Apex, as well as making disrespectful comments about the African American community and Juneteenth, dismissing them as sarcasm. These comments were made specifically to Mayor Pro Tem Dozier, and the comments continued as Council went into Closed Session. Council stated

she was in shock and disappointed in herself for not standing up and putting a stop the comments. She apologized.

Council spoke about anti-racism and how everyone deserves respect and servility. She cited quotes from several well-known individuals. Council stated the Mayor Pro Tem had earned the respect of Council and deserved respectful treatment.

NEW BUSINESS

NB1 Drew Havens, Town Manager

ADDED ITEM : Staff stated Paul Petersen, owner of Wake Zone, intended to have a few runners gather at his location for a fun run to support Western Wake Crisis Ministry. He thought he would get only a few interested runners, but the event grew larger than he'd planned. Staff explained the route and how the run would be managed. Mr. Peterson was asking for the run to take place on a portion of the Beaver Creek Greenway.

Council asked if guidelines are being worked on for such events, staff responding 'yes'. Staff did not see any major problems from the request. Council asked that staff would devise guidelines that would allow staff to approve such requests during some situations without Council approval.

Mayor Pro Tem Dozier called for a motion. Council Member Killingsworth made the motion to approve the request; Council Member Gantt seconded the motion.

The motion carried by a 5-0 vote.

CLOSED SESSION

Drew Havens, Town Manager

To discuss a personnel matter

Mayor Pro Tem Dozier called for a motion to go into Closed Session. Council Member Gantt made the motion; Council Member Killingsworth seconded the motion.

The motion carried by a 5-0 vote.

Mayor Pro Tem Dozier called for a return to Open Session with no objections from Council.

WORK SESSION

There were no Work Session items.

ADJOURNMENT

With there being no further business and without objection from Council, Mayor Pro Tem Dozier adjourned the meeting.

Donna B. Hosch, MMC, NCCMC

Town Clerk

ATTEST:

Nicole Dozier, Mayor Pro Tem

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 3, 2019

Item Details

Presenter(s): Marty Stone, P.E., Assistant Town Manager

Department(s): Water Resources

Requested Motion

Motion to approve a Master Services Agreement, valid through June 30, 2022, with Ellington Contractors, Inc. and authorization for the Town Manager to execute same for pumping, hauling, pipe cleaning, and video inspection services on an as needed basis.

Approval Recommended?

Yes

Item Details

The general scope of work is to provide pumping, hauling, pipe cleaning, and video inspection services. Contract will end on June 30, 2022, unless it is terminated per terms of the master agreement beforehand. When the Town requests a service, a detailed scope of services will be provided by the contractor in a task order format that includes the cost of services and schedule. Purchase orders will be issued based on acceptable conditions of the task order under the terms of the master services agreement.

This agreement does not restrict the Town from hiring other contractors for like services.

Attachments

- Master Services Agreement for Ellington Contractors, Inc.



STATE OF NORTH CAROLINA

Contract Identification # 2020-0054

COUNTY OF WAKE

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT is entered into this the 26th day of NOVEMBER, 2019, by and between, Ellington Contractors, Inc., a North Carolina Corporation with its principal business offices located at 4617 Zebulon Road, Zebulon, NC 27597 (the "Contractor"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Contractor may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, Town, is engaged in the operation of water and sewer utilities, including pipes, drains, facilities, and associated equipment, which from time to time requires the maintenance, repair, installation, removal, testing, and inspection as well as other projects related to wastewater treatment and soil and erosion control; and

WHEREAS, the professional services of outside firms or consultants and/or others will from time to time in the future be needed by the Town for the services as described above; and

WHEREAS, Contractor provides professional services of the nature required by the Town and employs trained and experienced technical personnel possessing adequate knowledge, skills, and experience to provide such professional services to the Town; and

WHEREAS, the Parties contemplate that the services of the Contractor will be performed in various stages in accordance with separate authorizations to be issued by the Town, and the Parties desire to set forth the basic terms of their agreement in this Master Services Agreement rather than in the separate authorizations issued by the Town; and

WHEREAS, the Parties acknowledge and agree that this Agreement shall act as a base agreement under which the Parties can enter into multiple specific transactions by executing a Purchase Order and written confirmation to proceed pursuant to a Scope of Services and/or rate sheet; and

WHEREAS, the Parties agree that this Agreement is non-exclusive and does not require or commit the Contractor to being available to perform services until a Scope of Services is submitted, and does not preclude the Town from hiring other vendors or contractors to perform the same or similar work.

NOW THEREFORE, in consideration of the foregoing recitals, and the premises and mutual covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereto do contract and agree as follows:

1. SCOPE OF SERVICES.

The Contractor agrees to perform for the Town the following general services when requested by the Town: Pumping, hauling, pipe cleaning, and video inspection services.

When service is requested by the Town, Contractor shall provide a cost estimate based on the attached rate sheet and a detailed Scope of Services that shall be governed by the terms of this Agreement. The Scope of Services shall reference this Agreement and this Agreement shall be incorporated into and made a part of the scope of services whether or not expressly incorporated by reference in the Scope of Services.

In the event of a conflict between the terms of a Scope of Services, quote, or estimate and this Agreement, this Agreement shall control.

2. SPECIFICATIONS.

Upon request by the Town, Contractor will provide plans and specifications prior to engaging in any services under this Agreement. Contractor hereby acknowledges that it is fully licensed to perform the work contemplated by this Agreement. In the event of a conflict between the provided plans and specifications and this Agreement, this Agreement shall control.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June, 30, 2022 unless terminated sooner in accordance with the terms of this Agreement. Contractor shall commence and complete the work required by this Agreement in accordance with the dates provided in the Scope of Services as agreed upon by the Parties. Contractor shall immediately notify the Town of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any work so that remedial action may be taken. Contractor shall not begin any work pursuant to this Agreement or a Scope of Services until written confirmation has been provided by the Town. The Parties hereby agree that written confirmation may be provided through electronic communication from the Town. If Contractor has not satisfactorily commenced or completed the work within the times specified, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies. Any changes to the schedule(s) provided in the Scope of Services must be agreed to in writing by the Town and the Contractor.

4. CONSIDERATION AND PAYMENT OF SERVICES.

In consideration of the above services, the Town will pay the Contractor the amount authorized by the issued Purchase Order corresponding to the agreed upon Scope of Services and the attached rate sheet. As services are agreed upon pursuant to this Agreement and the associated Scopes of Service, Contractor will invoice the Town for work performed. Town has the right to require the Contractor to produce for inspection all of Contractor's records and charges to verify the accuracy of all invoices. Town shall pay Contractor's invoices within thirty (30) days of receipt unless a bona fide dispute exists between Town and Contractor concerning the accuracy of said invoice or the services covered thereby.

5. INDEMNIFICATION.

To the extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold-harmless the Town of Apex, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, suits or losses, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the Town of Apex its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the negligence of the Contractor.

6. APPLICABILITY OF LAWS AND REGULATIONS.

The Contractor shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Wake, and the Town of Apex in the performance of the services outlined in this contract and any attached specifications. The Parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of North Carolina and all disputes hereunder shall be resolved in accordance with the laws of the State of North Carolina.

7. E-VERIFY COMPLIANCE.

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Contractor shall require all of the Contractor's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

8. QUALITY AND WORKMANSHIP.

All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided. Contractor shall provide services in accordance with all federal, state and local law and in accordance with all governing agency regulations and shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for the Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina.

9. INSURANCE.

The Contractor shall maintain valid general liability insurance in the minimum amount of \$1,000,000, pollution coverage for accidental spills in the minimum amount of \$1,000,000, commercial automobile liability insurance in the minimum amount of \$2,000,000, and provide certificates of such insurance naming the Town of Apex as an *additional insured* by endorsement to the policies. If the policy has a blanket additional insured provision, the contractor's insurance shall be primary and non-contributory to other insurance. Additionally, the contractor shall maintain and show proof of workers' compensation and employer's liability insurance in the minimum amount of \$1,000,000. The Contractor shall provide notice of cancellation, non-

renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company.

All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Contractor to have sufficient insurance nor the requirement that Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

10. PRE-PROJECT SAFETY REVIEW MEETING.

If requested by the Town, the Contractor shall attend a pre-project safety review meeting with the contacting Department Head and Supervisors and Safety and Risk Manager prior to the start of work.

11. DEFAULT.

In the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement, Town shall have the right to terminate Contractor upon seven (7) days written notice in which event Contractor shall have neither the obligation nor the right to perform further services under this Agreement.

12. TERMINATION FOR CONVENIENCE.

Town shall have the right to terminate this Agreement for the Town's convenience upon thirty (30) days written notice to Contractor. Contractor shall terminate performance of services on a schedule acceptable to the Town. In the event of termination for convenience, the Town shall pay Contractor for all services satisfactorily performed.

13. NOTICE.

Any formal notice, demand, or request required by or made in connection with this Agreement shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

TO CONTRACTOR: Attn: ~~David~~ ^{MATT} Ellington
Ellington Contractors, Inc.
4617 Zebulon Road
Zebulon, NC 27597
~~david@eucinc.net~~

^{MATT}

TO TOWN: Town of Apex
Attention: Tim Fontaine
PO Box 250
Apex, NC 27502

14. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Contractor nor Town shall be in default of the provisions of this Agreement for delays in performance due to forces beyond the control of the parties. "Forces beyond the control of the parties" shall mean, but is not limited to, delay caused by fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, and/or civil disobedience.

15. NONWAIVER FOR BREACH.

No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and for any such breach or non-performance each party shall be relegated to such remedies as provided by law.

16. CONSTRUCTION.

Should any portion of this Agreement require judicial interpretation, it is agreed that the Court or Tribunal construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any one party by reason of the rule of construction that a document is to be more strictly construed against the party who prepared the documents.

17. NO REPRESENTATIONS.

The parties hereby warrant that no representations about the nature or extent of any claims, demands, damages, or rights that they have, or may have, against one another have been made to them, or to anyone acting on their behalf, to induce them to execute this Agreement, and they rely on no such representations; that they have fully read and understood this Agreement before signing their names; and that they act voluntarily and with full advice of counsel.

18. SEVERABILITY.

In the event for any reason that any provision or portion of this Agreement shall be found to be void or invalid, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Agreement, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

19. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

20. MODIFICATION.

This Agreement contains the full understanding of the parties. Any modifications or addendums to this Agreement must be in writing and executed with the same formality as this Agreement.

21. BINDING EFFECT.

The terms of this Agreement shall be binding upon the parties' heirs, successors, and assigns.

22. ASSIGNMENT.

Contractor shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the Town. Nothing contained in this paragraph shall prevent Contractor from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Contractor in the performance of services rendered.

23. INDEPENDENT CONTRACTOR.

Contractor is an independent contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an independent contractor. Contractor shall be wholly responsible for the methods, means and techniques of performance.

24. NON-APPROPRIATION.

Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the Town are from appropriations and monies from the Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Town to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the Town.

25. IRAN DIVESTMENT ACT CERTIFICATION.

N.C.G.S. 147-86.60 prohibits the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina from contracting with any entity that is listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. N.C.G.S. 147-86.59 further requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. As of the date of execution of this Agreement the Contractor hereby certifies that the Contractor is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Contractor will not utilize any subcontractors found on the Final Divestment List.

26. ANTI-HUMAN TRAFFICKING.

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.

27. ELECTRONIC SIGNATURE.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this Agreement and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The Parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the Agreement and any related documents. If electronic signatures are used the Agreement shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this _____ day of _____, 2019.

Contractor

Town of Apex

Name: ELLINGTON CONTRACTORS, INC
MATT ELLINGTON

Intracode, - A DBA of Ellington
CONTRACTORS, INC.

Andrew L. Havens, Town Manager

By: [Signature]
(Signature)

Title: VP - Co Owner

Attest:

Attest:

(Secretary, if a corporation)

Town Clerk

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

Finance Director

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 3, 2019

Item Details

Presenter(s): Shawn Purvis, Assistant Town Manager

Department(s): Administration

Requested Motion

Motion to set a Public Hearing for Tuesday, December 17, 2019 at 7:00 pm to receive citizen input regarding the formulation of the Fiscal Year 2020-2021 Annual Budget.

Approval Recommended?

Yes

Item Details

It has been the custom of the Apex Town Council to hold a Public Hearing in advance of the preparation of the proposed Annual Budget so that comments and suggestions of citizens can be considered while the budget document is formulated. This Pre-Budget Hearing will be advertised on the Town's website, social media and posted in the lobby at Town Hall.

Any written comments received by USPS or through the advertised special email address, annual.budget@apexnc.org, will be forwarded to Town Council.

Attachments

- None



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for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: December 3, 2019

Item Details

Presenter(s):

Department(s):

Requested Motion

Recognition of Outgoing Council Members

Lance Olive, William S. Jensen, and Wesley M. Moyer will be recognized for their service with the Town

Approval Recommended?

Item Details

Attachments

- None



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for consideration by the Apex Town Council

Item Type: SINE DIE

Meeting Date: December 3, 2019

Item Details

Presenter(s):

Department(s):

Requested Motion

Mayor Olive will adjourn the meeting Sine Die.

After a brief recess, Mayor Pro Tem Dozier will reconvene the meeting to begin with the Organizational Proceedings.

Approval Recommended?

Item Details

Attachments

-



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: ORGAZINATIONAL PROCEEDINGS

Meeting Date: December 3, 2019

Item Details

Presenter(s):

Department(s):

Requested Motion

ORGANIZATIONAL PROCEEDINGS OF THE APEX TOWN COUNCIL

Administering of Oaths

Jacques K. Gilbert, Cheryl F. Stallings, and Terry Mahaffey will take the Oath of Office and be seated on the dais

Selection of Mayor Pro Tempore

Council will vote in a Mayor Pro Tempore, and that person will take the Oath of Office

Appointments of Standing Committees and Liaisons

Mayor Gilbert will appoint Council Committees and Liaisons

Approval Recommended?

Item Details

Attachments

- None



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: December 3, 2019

Item Details

Presenter(s): Donna Hosch, Town Clerk

Department(s): Administration

Requested Motion

Motion to approve the Calendar of Town Council meetings for 2020 and 2021, set the start time of the meetings, and set the location of the meeting.

Approval Recommended?

N/A

Item Details

Town Code Sec. 2-27 requires the Town Council to adopt a regular meeting schedule (days, time, and location) at its organizational meeting.

Council Member Mahaffey is suggesting an alternate calendar be considered that moves the Council meetings to the 2nd and 4th Tuesday of each month. Per staff, the following changes will come with a change in meeting day:

1. Change agenda deadlines.
2. Change legal ad deadlines.
3. Update all published schedules reliant on Town Council decisions.
4. Update all applications for processes reliant on Town Council decisions.
5. Change Board of Adjustment meeting day (they currently meet on 2nd Tuesday. They will need to hold a meeting to vote on the new day and to change their Rules of Procedure).
6. Planning Board meetings will change to the 3rd Monday. Alternatively, Planning Board meeting day can stay on the second Monday (staff will be required to go to back-to-back Monday/Tuesday meetings most months); legal notices for PB will often have to be sent separately from the TC notice which increases costs.



Council may wish to cancel meetings adjacent to (or during the week of) holidays and either move or cancel the meeting held on the day of local elections. This will be part of the discussion of this agenda item.

There are two sets of calendars attached for each year (2020 and 2021) one showing the current 1st and 3rd Tuesday schedule, and the other showing the change to the 2nd and 4th Tuesday.

The traditional starting time for meetings has been 7:00 p.m. There has been discussion of moving the time to 6:00 p.m. Council will discuss and decide this as well.

Attachments

- Calendars



2020

Meeting Calendar (1st and 3rd)

January						
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	

February						
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

March						
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22	23	24	25	26	27	28
29	30	31				

April						
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19	20	21	22	23	24	25
26	27	28	29	30		

May						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June						
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28	29	30				

July						
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August						
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30	31					

September						
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October						
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25	26	27	28	29	30	31

November						
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29	30					

December						
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20	21	22	23	24	25	26
27	28	29	30	31		

	Holiday
	Council
	Planning Board
	Parks and Recreation Board
	Board of Adjustment

1st and 3rd Tuesday
2nd Monday
Last Wednesday
2nd Tuesday

2021

Meeting Calendar (1st and 3rd)

January

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						

February

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	1	2	3	4	5	6
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21	22	23	24	25	26	27
28						

March

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April

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18	19	20	21	22	23	24
25	26	27	28	29	30	

May

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23	24	25	26	27	28	29
30	31					

June

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27	28	29	30			

July

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				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
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22	23	24	25	26	27	28
29	30	31				

September

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
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19	20	21	22	23	24	25
26	27	28	29	30		

October

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24	25	26	27	28	29	30
31						

November

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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December

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	

	Holiday
	Council
	Planning Board
	Parks and Recreation Board
	Board of Adjustment

1st and 3rd Tuesday
 2nd Monday
 Last Wednesday
 2nd Tuesday

2020

Meeting Calendar (2nd and 4th)

January

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	

February

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

March

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				

April

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		

May

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3	4	5	6	7	8	9
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June

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				

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	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September

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		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			

October

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				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

November

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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					

December

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		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		

	Holiday
	Council
	Planning Board
	Parks and Recreation Board
	Board of Adjustment

2nd and 4th Tuesday
3rd Monday
Last Wednesday
3rd Tuesday

2021

Meeting Calendar (2nd and 4th)

January

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
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February

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	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						

March

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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			

April

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	

May

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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June

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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			

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
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September

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
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October

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					1	2
3	4	5	6	7	8	9
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November

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	1	2	3	4	5	6
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14	15	16	17	18	19	20
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28	29	30				

December

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			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
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	Holiday
	Council
	Planning Board
	Parks and Recreation Board
	Board of Adjustment

	2nd and 4th Tuesday
	3rd Monday
	Last Wednesday
	3rd Tuesday

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: December 3, 2019

Item Details

Presenter(s): Audra Killingsworth, Council Member

Department(s): Governing Body

Requested Motion

Discussion regarding Town Council Resolutions

Approval Recommended?

N/A

Item Details

Discussion leading to potential Council consensus on what Resolutions they would agree to bring forward for the new Council.

Attachments

- None

