



Apex Town Council Meeting

Tuesday, April 21, 2020

Jacques K. Gilbert, Mayor
Nicole L. Dozier, Mayor Pro Tempore
Brett D. Gantt, Audra M. Killingsworth, Cheryl F. Stallings,
and Terry Mahaffey, 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, April 21, 2020, at 6:00
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
10:00 PM, 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](#) Donna Hosch, Town Clerk

Motion to approve Apex Tax Report dated February 4, 2020

[CN2](#) Shawn Purvis, Assistant Town Manager

Motion to approve proposed changes to Non-Profit Funding Policy

[CN3](#) Michael Deaton, Water Resources Director

Motion to approve a multi-year Master Services Agreement with J & D Tree Pros, Inc., valid until June 30, 2023, for tree trimming/removal and stump grinding services for multiple departments and authorize Town Manager to execute same on behalf of the Town.

[CN4](#) Shannon Cox, Long Range Planning Manager

Motion to approve Capital Project Ordinance Amendment No. 2020-13 appropriating funds for the preliminary project costs related to the GoApex Route 1 Bus Stop Improvements

[CN5](#) Marty Stone, PE

Motion to approve contract with ElectriCities of North Carolina, valid until July 31, 2020, for Electric Vehicle Strategic Plan for the Town and authorize Town Manager to execute same on behalf of the Town.

[CN6](#) Marty Stone, Assistant Town Manager

Motion to approve and authorize the Town Manager to execute the same for an Encroachment Agreement between the Town and property owner, ITM Real Estate Management, LLC regarding Wake County, NC PIN#0741-29-1415, 400 West Street, as recorded in Deed Book 17269, Page 1555, Apex, NC 27502.

[CN7](#) Russell Dalton, Sr. Transportation Engineer

Motion to approve an amendment to Traffic Schedule I and Traffic Schedule II of the Town of Apex Code of Ordinances in accordance with the provisions of Sections 20-60.1, 20-68, 20-69, and 20-70.

[CN8](#) Shawn Purvis, Assistant Town Manager

Motion to approve Resolution of Intent for the closing of a right-of-way (ROW) on Hasse Avenue, located between two Sweetwater Property Owner Association Open Space tracts, and to call for a Public Hearing at the May 19, 2020 Council Meeting

REGULAR MEETING AGENDA

Mayor Gilbert 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

[PH1](#) Vance Holloman, Finance Director

Conduct a public hearing regarding an Order authorizing \$1,800,000 General Obligation Park and Recreational Facilities Bonds and a possible resolution to adopt that order.

OLD BUSINESS

UNFINISHED BUSINESS

NEW BUSINESS

[NB1](#) Shawn Purvis, Assistant Town Manager

Possible motion to approve General Fund appropriations to non-profit agencies providing a public service and the subsequent budget amendment

CLOSED SESSION

WORK SESSION

ADJOURNMENT

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: April 21, 2020

Item Details

Presenter(s): Donna Hosch, Town Clerk

Department(s): Administration

Requested Motion

Motion to approve Apex Tax Report dated February 4, 2020

Approval Recommended?

Yes

Item Details

In regular session on March 16, 2020, the Wake County Board of Commissioners approved the Apex Tax Report dated February 4, 2020.

Attachments

- Tax Reports





Wake County Revenue Department

Rebate Details

01/01/2020 - 01/31/2020

APEX

DATE
02/04/2020

TIME
10:00:18 AM

PAGE
1

REBATE NUMBER	PROPERTY	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	YEAR FOR	BILLING TYPE	OWNER
BUSINESS ACCOUNTS											
746150	129.69	0.00	12.97	0.00	142.66	01/08/2020	0006854612	2019	2019	000000	ANTONIO L TREJO
SUBTOTALS FOR BUSINESS ACCOUNTS	129.69	0.00	12.97	0.00	142.66	1	Properties Rebated				
WILDLIFE BOAT ACCOUNTS											
747061	24.32	0.00	2.43	0.00	26.75	01/22/2020	0004196933	2019	2019	000000	LEWIS, KARA ELAINE
746415	11.88	0.00	1.19	0.00	13.07	01/10/2020	0004188234	2019	2019	000000	PARPIEV, DIMITRI VLADAMIROVICH
SUBTOTALS FOR WILDLIFE BOAT ACCOUNTS	36.20	0.00	3.62	0.00	39.82	2	Properties Rebated				
TOTAL REBATED FOR APEX	165.89	0.00	16.59	0.00	182.48	3	Properties Rebated for City				

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: April 21, 2020

Item Details

Presenter(s): Shawn Purvis, Assistant Town Manager

Department(s): Administration

Requested Motion

Motion to approve proposed changes to Non-Profit Funding Policy

Approval Recommended?

Yes

Item Details

Changes to the Non-Profit Funding Policy include clarification regarding non-profit status requirements and creation of new funding levels and associated financial reporting requirements as detailed below

Current		Proposed	
Under \$10,000	No audit requirements	\$10,000 or less	two years of most recent completed tax forms, current income statement and balance sheet
\$10,000 +	Require audited financial statement by CPA	\$10,001 - \$20,000	financial review (including a balance sheet and income statement) conducted by a CPA
		\$20,001 +	audit report performed by a CPA (financial statement including both a balance sheet and income/expense statement), management letter, & copy of final budget

Attachments

- Non-Profit Funding Policy





Town of Apex

POLICY FOR FUNDING FOR NON-PROFIT AGENCIES

Purpose:

The purpose of this policy is to promote partnerships between the Town of Apex and nonprofit organizations for the benefit of Apex residents, to equitably and efficiently allocate resources to strengthen organizations, and to provide sound and clear methods for decisions.

Policy Statement:

The Town of Apex has no statutory requirement to fund non-profit agencies or other similar community organizations. Accordingly, Apex may elect to provide a grant to a non-profit organization to carry out activities that serve a public purpose and that are vital to the Town. In each case, the Town Council will carefully review the circumstances surrounding the request and determine the urgency of need and its value to Apex. The programs or services provided by the nonprofit organization should fulfill one or more of the following:

- Complement or enhance a vital Town service at a reduced cost.
- Provide a more cost effective or operationally expedient service than the Town.
- Fill in a critical gap that may exist between government services and community needs.

Requests for funding for direct staffing costs and/or requests for services that duplicate services that are already available to the public through other means will be given the lowest funding priority.

Eligibility:

Organizations eligible to apply for funding are those with a 501 ~~C(3)~~ **nonprofit** designation and is a group which regularly comes together for purposes of promoting, providing or supporting services, and is one that conducts a significant amount of its activities and programs in Apex.

Organizations requesting funding should be able to document that they provide on-going services to the community, are governed by a volunteer board of directors that serves without compensation, and that their financial management is subject to an independent audit/review at the completion of the year for which the funds are requested.

Requests for funding will only be accepted during the Town's annual budget preparation process. Applicants for funding are required to submit the following documents to the Town on or before February 28th of each year to be considered for funding in the Town's next fiscal year budget:

- Each organization must submit a "Non-Profit Agency Funding Application", as provided by the Town of Apex.
- Applicants are required to submit a copy of their organization's annual budget.
- Submit a list of all board members (name, address, term, and office).

- Provide a non-discrimination statement that is consistent with Federal and State non-discrimination law.
- Provide conflict of interest statement (organization does not pay board members for participation on the board or hire board members to do other work).
- Submit an IRS tax-exempt letter or other documentation confirming ~~501(c)(3)~~ nonprofit status.
- Submit the most current IRS Form 990 or 990EZ
- Submit audited, reviewed, or compiled financial statements prepared for the most current fiscal year.
 - In all cases where the Town provides more than \$10,000 ~~\$20,000~~ annually, a financial audit conducted by an independent certified public accountant will be required annually with a copy of the audit report (~~financial statement including both a balance sheet and income/expense statement~~), management letter (if any), and a copy of the agency's final budget for the audit period.
 - In cases where the Town provides funding between \$10,001 to \$20,000 an agency must provide the Town with a financial review (including a balance sheet and income statement) conducted by an independent certified public accountant position.
 - In other cases, where the Town provides \$10,000 or less annually, an audit is recommended but not required by the Town. An agency meeting these criteria must provide the Town with ~~a review prepared by a certified public accountant or a copy of the IRS Form 990 Annual Information Return for the period(s) in which funds are received under a grant from the Town~~ two years of most recent completed tax forms, current income statement, and balance sheet.
 - The Town, at its discretion, may require an examination of any agency's financial records by the Town's Finance Department.
- The agency must retain financial records that support the disbursement of funds from a Town grant for at least three years.
- The agency must ensure that adequate internal controls exist, to the satisfaction of the Town's Finance Director, to ensure the protection of all assets. Bank statements must be reconciled monthly and actual signatures must be required on checks for the disbursement of funds.
- Funded services must be equally available to all eligible residents of the Town.
- The applicant organization should clearly demonstrate its ability (i.e., that it has appropriate staffing, financial resources, equipment, etc.) to provide the proposed services.
- Proposals shall clearly document the need for the proposed services.
- Proposals shall identify the number of Apex residents that are expected to receive direct services during the fiscal year as a result of Town funding.
- Renewal requests shall indicate the actual number of Apex residents served during the funded period.
- Proposals that request funding for services that are already available in the Town must clearly demonstrate that they will address an unmet service demand, or that they will deliver comparable services at a significantly lower unit cost than the currently available services.

Note: All criteria under this process must be met; otherwise, the organization is deemed ineligible. Whether or not an organization received funding in a prior year will not be a determining factor in the recommendation process. Each year will be evaluated independently of any prior year funding decisions. Therefore, an award one year is not a guarantee of funding in any future year(s). Eligibility does not guarantee funding. The funding amount may differ from the amount requested.

Review Process:

A public notice announcing the funding process for nonprofit organizations will be made on the Town's website in January of each year. This annual process is timed to complement the Town's annual budget process. Formal applications that are received after the February 28th deadline or do not provide the required information as set forth herein will be deemed ineligible for funding. Eligibility for funding will be reviewed by the Finance Committee of the Town Council, Town Manager, and Finance Director. The Finance Committee will make a recommendation to the Town Manager regarding how to budget for each agency requesting funding.

Funding Process:

A recommendation for funding and a recommended amount will be presented to Town Council for their consideration as part of the annual budget process. Subsequent to Town Council approval of the annual budget, letters will be mailed to each applicant notifying them of the outcome of their request. Successful funding awards will be effective for one year, unless ~~an exception is made by the Apex Town Council~~the Apex Town Council makes an exception.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: April 21, 2020

Item Details

Presenter(s): Michael Deaton, Water Resources Director

Department(s): Water Resources

Requested Motion

Motion to approve a multi-year Master Services Agreement with J & D Tree Pros, Inc., valid until June 30, 2023, for tree trimming/removal and stump grinding services for multiple departments and authorize Town Manager to execute same on behalf of the Town.

Approval Recommended?

Yes

Item Details

The general scope of work is to provide tree trimming, removal, and stump grinding to various departments in the Town as requested. The Master Services Agreement will expire on June 30, 2023. 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 standard services contract.

This agreement does not restrict the Town from hiring other contractors for like services.

Attachments

- Master Services Agreement for J & D Tree Pros, Inc.



STATE OF NORTH CAROLINA

Contract Identification # 2020-131__

COUNTY OF WAKE

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT is entered into this the ____ day of _____, 2020, by and between, J & D Tree Pros, Inc., a North Carolina Corporation with its principal business offices located at 1524 Old Ivey, Apex, NC 27523 (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 parks, water and sewer utilities including pipes, drains, facilities, and associated equipment and infrastructure, which from time to time required 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: Tree trimming/removal and stump grinding services for multiple departments within the Town.

When service is requested by the Town, Contractor shall provide a cost estimate based on the attached rate sheet, labeled Exhibit A, titled Quote 4921, dated 2/28/2020, 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, 2023 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, 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: J & D Tree Pros, Inc.
Daniel McMains
PO Box 853, Apex, NC 27502
info@jdtreepros.com

TO TOWN: Town of Apex
Attention: Tim Fontaine, Collections System Supervisor
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 11 day of March, ~~2019~~
2020

Contractor

Name: J+D Tree Pros

By: Denise Patterson
(Signature)

Title: Secretary

Attest:

(Secretary, if a corporation)

Town of Apex

Andrew L. Havens, 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



J & D Tree Pros Inc.

PO Box 853 | Apex NC 27502
919-467-7997 | info@jdtreepros.com | jdtreepros.com

RECIPIENT:

*Town of Apex

P.O. Box 250
Apex, NC 27502
Phone: 919-372-7478

SERVICE ADDRESS:

P.O. Box 250
Apex, NC 27502

Quote #4921

Sent on 02/28/2020

Total \$0.00

PRODUCT / SERVICE	DESCRIPTION	TOTAL
zzz Services	Itemized Breakdown for Annual Contract Pricing 2020 - 2021 for each crew depending on what equipment it will take to clear easement.	\$0.00*
zzz Services	Manual Crew - 5 Men Equipment - Bucket truck, 18" Chipper and Chipper Truck Monday - Friday from 7:30 am - 5pm \$425/hr with 1.5 hr minimum After hours for emergency work after 5:00 pm \$485/hr with 1.5 hr minimum	\$0.00*
zzz Services	Smaller Manual Crew - 3 Men for broke limbs Equipment - Bucket truck, 18" Chipper Monday - Friday from 7:30 am - 5pm \$335/hr with 1.5 hr minimum After hours for emergency work after 5:00 pm \$365/hr with 1.5 hr minimum	\$0.00*
zzz Services	Crane Crew - 6 Men Equipment - 90 Ton Crane(with 150' maximum reach, 17 Ton Knuckleboom, 18" Chipper and 2 Chipper Trucks, Counterweight truck Monday - Friday from 7:30 am - 5pm \$670/hr with 4 hr minimum After hours for emergency work after 5:00 pm \$775/hr with 4 hr minimum	\$0.00*
zzz Services	Crane Crew - 6 Men Equipment - 110 Ton Crane(with 200' maximum reach, 17 Ton Knuckleboom, 18" Chipper and 2 Chipper Trucks, 18 wheeler Counterweight truck Monday - Friday from 7:30 am - 5pm \$870/hr with 4 hr minimum After hours for emergency work after 5:00 pm \$980/hr with 4 hr minimum	\$0.00*
zzz Services	Grind the stumps to approximately 4" below ground level. This does not include removal of grindings. Under 14" - \$100 14" - 28" - \$150 28" and larger - \$180 and up depending on size and mass.	\$0.00*



J & D Tree Pros Inc.

PO Box 853 | Apex NC 27502

919-467-7997 | info@jdtreepros.com | jdtreepros.com

Total

\$0.00

* Non-taxable

J&D Tree Pros, Inc. will be held harmless should the customer fail to inform us of any underground utilities that could cause damage due to the weight of the machinery, trees hitting the ground or stump grinding. This includes but is not limited to water & sewer lines, septic tanks, driveways, underground dog fences and sprinkler systems. Payments by check, online checking or with credit card.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: April 21, 2020

Item Details

Presenter(s): Shannon Cox, Long Range Planning Manager

Department(s): Planning & Community Development Department

Requested Motion

Motion to approve Capital Project Ordinance Amendment No. 2020-13 appropriating funds for the preliminary project costs related to the GoApex Route 1 Bus Stop Improvements

Approval Recommended?

Yes

Item Details

Capital Project Ordinance Amendment No. 2020-13 appropriates funds to pay for preliminary project costs related to the GoApex Route 1 Bus Stop Improvements. This project is in the proposed FY 2020-2021 budget, but preliminary works will need to start prior to July given the length of time needed to address federal requirements associated with LAPP funding. The budget amendment includes \$5,000 to cover consultant costs for the required natural resources report and \$10,000 for NCDOT's project review agreement.

The source of funding is interest earned on the cash balance in the Project Fund. Those earnings are currently deposited in the Project Fund.

Attachments

- Capital Project Ordinance Amendment No. 2020-13





Town of Apex

CAPITAL PROJECT ORDINANCE AMENDMENT 2020-13

61 - General Capital Project Fund

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

Section 1. The revenues anticipated for the projects are:

Interest Earnings	\$15,000
Total Revenues	\$15,000

Section 2. The expenditures anticipated are:

GoApex Bus Stop Improvements	\$15,000
Total Expenditures	\$15,000

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 21st day of April, 2020.

Attest:

Jacques K. Gilbert, Mayor

Donna B. Hosch, Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: April 21, 2020

Item Details

Presenter(s): Marty Stone, PE

Department(s): Assistant Town Manager

Requested Motion

Motion to approve contract with ElectriCities of North Carolina, valid until July 31, 2020, for Electric Vehicle Strategic Plan for the Town and authorize Town Manager to execute same on behalf of the Town.

Approval Recommended?

Yes

Item Details

ElectriCities' contractor to develop an Electric Vehicle Strategic Plan for the Town and it will include four elements: Individualized EV Value, Assess, EV Stock and Sales, Utility Marketing, Utility Investment. The fee is \$2,500.

Attachments

- ElectriCities Apex EV Strategic Plan Agreement



ELECTRICITIES SERVICES AGREEMENT

THIS AGREEMENT, dated as of the ____ day of _____, _____, is entered into by and between ElectriCities of North Carolina, Inc. (“ElectriCities”, a joint municipal assistance agency organized under Article 3, Chapter 159B of the General Statutes of North Carolina (the “General Statutes”), and The Town of Apex (“Member”), a municipal corporation organized under Chapter 160A of the General Statutes.

WHEREAS, ElectriCities is authorized by § 159B-44 of the General Statutes to, among other things, provide aid and assistance to any one or more municipalities, and to act for and on behalf of any one or more municipalities, in any activity related to, among other things, the operation and maintenance of an electric system; and

WHEREAS, Member desires that ElectriCities provide certain services to Member, as more particularly described herein, all pursuant to the terms and conditions set forth herein; and

WHEREAS, ElectriCities desires, through its employees, agents, and consultants to provide the services to Member all pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual undertakings set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, IT IS AGREED:

ARTICLE I.

SERVICES PROVIDED AND COMPENSATION FOR SERVICES RENDERED

1.1. ElectriCities agrees to provide those services to Member described in the written Statement of Work (Attachment I) attached hereto and made a part hereof (the “Services”). Member and ElectriCities, from time to time, may make changes in the Services, either adding to or deleting from the Services to be performed. Any changes in the Services shall be made by either a written amendment to the Statement of Work executed by both Member and ElectriCities, or the addition of a new Project with an additional Statement of Work and ElectriCities Fees. If such change(s) increase or decrease either the cost of or time required to perform the Services, the parties will mutually agree to an equitable adjustment to the compensation and/or the time to perform the Services.

1.2. Member agrees to pay ElectriCities according to the pricing specified in the written ElectriCities Fees (Attachment II). Unless otherwise specified in the Statement of Work or Attachment II, ElectriCities fees for performing the Services will be based primarily on the hourly rates specified in Attachment II. In addition, all third-party expenses incurred by ElectriCities in connection with providing the Services shall be paid by Member. Member agrees to pay ElectriCities for the Services provided and for third party expenses incurred upon presentation of invoice according to the terms set forth in the Statement of Work and Attachment II.

1.3. All Services provided pursuant to this Agreement shall be performed in accordance with Good Utility Practice, consistent and in compliance with all applicable laws, standards, codes, rules, regulations and operating procedures. "Good Utility Practice" shall mean, at a particular time, any of the practices, methods and acts which, in the objective exercise of reasonable judgment in light of the facts and circumstances (including, but not limited to, the practices, methods and acts engaged in or approved by a significant portion of the municipal electric industry prior thereto) known at the time the decision was made, would have been expected to accomplish the desired result at a reasonable cost consistent with reliability and safety. Good Utility Practice is not intended to be limited to the optimum practice, method or act, to the exclusion of all others, but rather to be a number of possible practices, methods or acts. In evaluating whether any matter conforms to Good Utility Practice as used in this Agreement, the parties hereto shall take into account, among other factors, (A) the fact that each of ElectriCities and the Member is a public body and a body corporate and politic organized under the laws of the State of North Carolina, with the statutory duties and responsibilities thereof, and (B) the intended purposes and obligations of ElectriCities and the Member under this Agreement.

1.4. In providing the Services pursuant to this Agreement, ElectriCities may utilize, in addition to persons employed by ElectriCities, such other persons, firms or entities, independent of ElectriCities and/or Member ("Agents or Consultants"), as ElectriCities shall deem necessary and appropriate to assist it in performing its obligations under to this Agreement.

1.5. ElectriCities acknowledges that it is an independent contractor and will at all times act as such in providing the Services under this Agreement. ElectriCities is not an employee, partner, or agent of Member and has no authority to contract for or bind Member in any manner except to the extent specified in the Statement of Work. The parties agree that ElectriCities shall be responsible for and shall have full control over developing its own means and methods as it deems appropriate in providing the Services.

ARTICLE II. PERFORMANCE WARRANTY

2.1. ElectriCities warrants that the Services shall be performed in accordance with Good Utility Practice, where applicable, and sound and generally accepted practices and industry standards by managerial and administrative personnel fully qualified in the respective disciplines required. ElectriCities shall be fully responsible for the quality, technical accuracy, and timely completion of the Services provided under this Agreement. ElectriCities shall, without additional compensation and at its sole cost and expense, correct or revise any errors, omissions, or other deficiencies in the Services performed for which ElectriCities, or its Agents, or its Consultants, is at fault.

ARTICLE III. INSURANCE

3.1. ElectriCities and Member shall obtain and maintain at all times during the term of this Agreement the minimum insurance coverage set forth below:

TYPE	LIMITS	
WORKER'S COMPENSATION	Statutory	
EMPLOYER'S LIABILITY	Each Accident Disease-	\$500,000
	Policy Limit Disease-	\$500,000
	Each Employee	\$500,000
COMMERICAL GENERAL LIABILITY	Each Occurrence	\$1,000,000
	Aggregate	\$2,000,000

ElectriCities and Member both waive their respective rights of subrogation and the rights of subrogation of their insurers against each other as respects all Workers Compensation claims and each shall have their policies include a provision memorializing this waiver.

Commercial General Liability Policy shall be written on an occurrence form, including premises/operations, products-completed, operations, personal injury and contractual coverage.

All insurance policies shall be written by a fully qualified insurance company licensed to provide insurance in the state of North Carolina.

3.2. Prior to commencing any performances hereunder, and at all times during the term of this Agreement at the request of Member, ElectriCities shall submit satisfactory evidence to Member that such insurance is in effect and shall not be canceled until at least thirty (30) days prior written notice has been given to Member.

3.3. ElectriCities shall require that its Agents and Consultants providing Services shall maintain Workers' Compensation and Liability coverage as required in paragraph 4.1, subject to the same limits and conditions specified therein. ElectriCities and Member shall be included as additional insureds under the Commercial General Liability policy of the Agents on a primary and non-contributory basis.

3.4. Member and ElectriCities hereby waive their respective rights of recovery and release each other from any claim for damages caused to any of their property (including buildings, personal property, vehicles and equipment) to the extent such damages are covered by insurance and shall each have any insurance policies covering such properties endorsed to include waiver of subrogation.

ARTICLE IV. INDEMNIFICATION

4.1. To the fullest extent permitted by applicable law, ElectriCities shall indemnify, defend, and hold harmless Member against any and all losses, damages, expenses (including reasonable legal and other fees and expenses), liabilities or claims (or actions in respect thereof) to which Member may become subject caused by or arising from negligent or intentional acts, errors or omissions of ElectriCities or its Agents and Consultants in providing Services under this Agreement; provided, however, that ElectriCities shall not be required to indemnify Member in the event that any such loss, damage, expense, liability or claim is the result of negligence on the part of Member or its council members, employees, agents or attorneys. The indemnity provided under this paragraph will extend upon the same terms and conditions to the mayor, council members, employees, agents, and attorneys of Member (each an "Indemnified Party"). Such defense by ElectriCities extends, without limitation, to any and all expenses whatsoever reasonably incurred by any Indemnified Party in connection with investigating, preparing for or defending against, or providing evidence, producing documents or taking any other reasonable action in respect of, any loss, damage, expense, liability or claim referred to in this paragraph (or action in respect thereof), whether or not resulting in any liability. The indemnity will include the aggregate amount paid in settlement of any litigation, commenced or threatened, or of any claim whatsoever as set forth herein, if such settlement is affected with the written consent of ElectriCities. Neither the mayor, council members, agents, employees nor attorneys of Member shall be personally liable for the performance of any of Member's obligations to ElectriCities under this Agreement.

4.2. To the fullest extent permitted by applicable law, Member shall indemnify, defend and hold harmless ElectriCities against any and all losses, damages, expenses (including reasonable legal and other fees and expenses), liabilities or claims (or actions in respect thereof), to which ElectriCities may become subject, caused by or arising from negligent or intentional acts, errors or omissions of Member or its Agents in performing its obligations under this Agreement; provided, however, that Member shall not be required to indemnify ElectriCities in the event that any such loss, damage, expense, liability or claim is the result of negligence on the part of ElectriCities, or its officers, commissioners, directors, members, employees, agents or attorneys. The indemnity provided under this paragraph will extend upon the same terms and conditions to each officer, commissioner, director, member, employee, agent or attorney of ElectriCities (each an "Indemnified Party"). Such indemnity will also extend, without limitation, to any and all expenses whatsoever, reasonably incurred by any Indemnified Party in connection with investigating, preparing for or defending against, or providing evidence, producing documents or taking any other reasonable action in respect of, any loss, damage, expense, liability or claim referred to in this paragraph (or action in respect thereof), whether or not resulting in any liability. This indemnity will include the aggregate amount paid in settlement of any litigation, commenced or threatened, or of any claim whatsoever as set forth herein, if such settlement is affected with the written consent of Member. Neither the officers, commissioners, directors, members, employees, agents nor attorneys of ElectriCities shall be personally liable for the performance of any of ElectriCities' obligations under this Agreement.

ARTICLE V. TERM

5.1. The initial term of this Agreement shall be for a period of three (3) years after the date of this Agreement. Thereafter, this Agreement shall renew automatically for successive one-year terms unless terminated in accordance with the provisions of Article VII herein.

ARTICLE VI. TERMINATION

6.1. If Member, or, where appropriate, the governing body of Member, shall fail to perform any of its obligations or covenants set forth in this Agreement, ElectriCities may terminate this Agreement by serving written notice thereof upon Member specifying the reason(s) for such termination. If, after the expiration of thirty (30) days following the date of said notice, Member shall have failed to rectify the reason(s) given for termination, or if the reason(s) given for termination shall be of a nature that it cannot be completely rectified or remedied in said thirty (30) day period, this Agreement may be terminated by ElectriCities at any time thereafter; provided, however, that ElectriCities shall give Member not less than thirty (30) days written notice of the date it intends to terminate this Agreement.

6.2. If ElectriCities shall fail to perform any of its obligations or covenants set forth in this Agreement, Member may terminate this Agreement by serving written notice thereof upon ElectriCities specifying the reason(s) for the termination. If, after the expiration of thirty (30) days following the date of said notice, ElectriCities shall have failed to rectify the reason(s) given for termination, or if the reason(s) for termination shall be of a nature that it cannot be completely remedied in said thirty (30) day period, this Agreement may be terminated by Member at any time thereafter; provided, however, that Member shall give ElectriCities not less than thirty (30) days written notice of the date it intends to terminate this Agreement.

6.3. Notwithstanding any provision of this Agreement to the contrary, either party to this Agreement may terminate this Agreement upon written notice of the intent to terminate to the other party hereto not less than ninety (90) days prior to the intended date of termination.

6.4. In any event the Agreement is terminated for any reason, Member is required to pay ElectriCities for all services rendered up to the time of termination.

ARTICLE VII. DISPUTE RESOLUTION

7.1. Notwithstanding any other provision of this Agreement to the contrary, any dispute, disagreement or other controversy between the parties, either with respect to the interpretation of any provision of this Agreement or with respect to the provision of Services, shall be resolved as provided in this Section. Prior to the initiation of litigation or arbitration, the parties shall first attempt to resolve their dispute informally. Every effort should be made to resolve all disputes at the lowest possible level of authority. If the parties fail to agree through

normal channels and procedures, the parties shall attempt to resolve any disputes arising hereunder in the following manner. Upon the written notice of a dispute by a party, each party, within five (5) days after receipt of such notice, will designate an authorized representative whose task will be to meet for the purpose of endeavoring to resolve the noticed dispute within not more than sixty (60) days).

Initiation of litigation or arbitration for the resolution of a dispute may be commenced after the earlier of (i). the designated representatives concluding in good faith that amicable resolution through continued negotiation of the matter does not appear likely, or (ii) sixty (60) days after the initial notice of dispute is received.

Each party agrees to continue performing its obligations under this Agreement while a dispute is being resolved unless and until such obligations are terminated by the termination or expiration of this Agreement.

ARTICLE VIII. SURVIVAL

8.1. Where any covenants, obligations, indemnities or other provisions contained in this Agreement, or in any other instrument executed in connection with the transactions described herein, by its context or otherwise, evidences the intent of the parties that such provision should survive the termination of the Agreement, the provision shall survive the termination. Without limiting the generality of the foregoing, the parties specifically acknowledge and agree that all covenants, obligations and indemnities made in Sections 6 of this Agreement shall survive the termination.

ARTICLE IX. ASSIGNMENT

9.1. This Agreement shall not be assigned by either party without the prior written consent of the other party hereto. Any assignment of this Agreement without the prior written consent of the non-assigning party shall be void ab initio.

ARTICLE X. MODIFICATION

10.1. This Agreement may not be modified, altered or amended in any manner except (A) by an agreement in writing duly executed by each of the parties hereto, or (B) as may be required by law, regulation, governmental agency or court in order to be in compliance with law.

ARTICLE XI. SEVERABILITY

11.1. Should any portion of this Agreement become void or invalid, the remaining portions of this Agreement shall remain in full force and effect as if the void or invalid portion was severable and not a part of this Agreement.

ARTICLE XII.

NOTICE

12.1. Any notices to be given hereunder by one party to another shall be in writing and delivered either by personal delivery or by overnight or regular mail. Mailed notices shall be addressed to the parties at the addresses appearing below. Each party may change its address by written notice in accordance with this paragraph.

If to ElectriCities: Vice President, Operations
ElectriCities
1427 Meadow Wood Blvd
Raleigh, NC 27604

If to Member:

ARTICLE XIII. GOVERNING LAW

13.1. The obligations of each party under this Agreement shall be governed and interpreted under the laws of the state of North Carolina.

ARTICLE XIV. BINDING EFFECT

14.1. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

ARTICLE XV.
NO IMPLIED WAIVER

15.1. Either party may, at any time, waive, solely for that party, compliance by the other party with any obligation, covenant or condition contained in this Agreement. No such waiver, however, shall be deemed to constitute the waiver of any other obligation, covenant or

condition in any other circumstance or the waiver of any other obligation covenant or condition. The failure by either party hereto from time to time to exercise any right or power provided herein shall not be construed as a waiver by such party to exercise such right or power at any subsequent time or against the other party.

ARTICLE XVI. COMPLIANCE WITH LAWS

16.1. Each party to this Agreement shall at all times comply with all applicable laws and regulations and shall obtain and maintain all licenses necessary for it to perform its obligations under to this Agreement.

ARTICLE XVII. COUNTERPARTS

17.1. More than one counterpart of this Agreement may be executed by the parties hereto, and each fully executed counterpart shall be deemed an original without production of the others.

ARTICLE XVIII. ENTIRE AGREEMENT

18.1. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, superseding any and all previous agreements, whether written or oral, between the parties relating to the subject matter hereof.

ARTICLE XIX. MISCELLANEOUS

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in each case by authority of their respective governing bodies duly given.

Executed the _____ day of _____, _____

ELECTRICITIES OF NORTH CAROLINA, INC.

By: _____

MEMBER

By: _____

ATTACHMENT I

STATEMENT OF WORK

Project 1: Electric Vehicle Strategic Plan

ElectriCities' contractor, Sagewell, will develop an Electric Vehicle Strategic Plan for the Town of Apex, NC. The plan will include four elements.

1. Individualized EV Value
 - a. Sagewell will use its models to assess the marginal value of electric vehicles to the City of Apex electric utilities department. This assessment will include estimating the electric load impact, in kilowatts of demand, of electric vehicles both with and without load management, and the impact of the additional kilowatt hours sales to margin contributions.
2. Assess EV Stock and Sales
 - a. Sagewell will make an assessment of the local car dealerships, existing stock, and pricing. Sagewell will recommend a roadmap for building relationships with local dealerships.
3. Utility Marketing
 - a. Sagewell will present keys to a successful electric vehicle informational website, guide programs (including the Bring You Own Charger program) and events, and specify organizations to contact to help market electric vehicles.
4. Utility Investments
 - a. Sagewell will recommend a strategy on what the Town of Apex should spend its money on to help invest in electric vehicles.

Term

The term of Project 1 shall commence upon the date of this Agreement and will continue until July 31st, 2020.

ATTACHMENT II

ELECTRICITIES FEES

Project 1:

The pricing below is in support of work to be performed by ElectriCities for Member as outlined in the Statement of Work (Attachment I) for Project 1. ElectriCities shall invoice Member for fees and the reimbursement of costs and payment shall be due within thirty (30) days after the date of the invoice.

Phase 1	
Description	Fee
Sagewell Professional Services	\$2,500
	<i>Work is not anticipated to exceed \$2,500, which is 50% of the total cost of the project. ElectriCities will seek written approval from Member if the scope changes and the fee is to exceed \$2,500.</i>

Travel may be billed as incurred. This including expenses for overnight travel, meals, hotel & accommodations, etc. Mileage is billed at the active IRS mileage reimbursement rate.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: April 21, 2020

Item Details

Presenter(s): Marty Stone, Assistant Town Manager

Department(s): Administration

Requested Motion

Motion to approve and authorize the Town Manager to execute the same for an Encroachment Agreement between the Town and property owner, ITM Real Estate Management, LLC regarding Wake County, NC PIN#0741-29-1415, 400 West Street, as recorded in Deed Book 17269, Page 1555, Apex, NC 27502.

Approval Recommended

Yes

Item Details

Approve Encroachment Agreement between the Town and ITM Real Estate Management, LLC (Grantee) for property described as a residential lot known as Wake County, NC PIN#0741-29-1415, Deed Book 17269, Page 1555, 400 West Street, Apex, NC 27502. Grantee desires to encroach through installation of a private sewer line with 312 SF encroaching into the Public Right of Way.

Attachments

- Encroachment Agreement
- Exhibit A



After Recording Mail To: Development Services
 Town of Apex
 PO Box 250
 Apex, NC 27502

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT, being made this ____ day of _____, 2020, by and between ITM Real Estate Management, LLC, hereinafter referred to as "Grantee," and the Town of Apex, hereinafter referred to as the "Town."

WHEREAS, the Grantee is the owner of a certain residential lot of land in the County of Wake, State of North Carolina, which is more particularly described as **LO1 EC Smith Survey 3/11/1946** as described in that certain deed recorded in **Deed Book 17269, Page 1555**, Wake County Registry (hereinafter the "**Deed**"). The residential lot is also known as **400 West Street, Apex, NC 27502**. The residential lot described in this paragraph is hereinafter referred to as the "**Residential Lot**."

WHEREAS, the Town is the owner of a 30' **Public Right of Way along Baucom Street as shown on Book of Maps 1885, Page 134**, hereinafter referred to as the "**Public Right of Way**."

WHEREAS, Grantee desires to encroach upon through installation of a **private sewer line 312 SF encroaching into the Public Right of Way** which serves the Residential Lot, hereinafter referred to as the "**Encroachment**," all as shown on the attached **Exhibit A**. Grantee desires to make certain agreements and covenants regarding the Encroachment.

WHEREAS, the Town, under the terms and conditions herein set forth, is willing to allow the above-described Encroachment upon the **Public Right of Way**.

NOW, THEREFORE, in consideration of these promises and other consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee and the Town hereby covenant and agree:

1. Subject to the terms herein, the Town agrees to allow Grantee, and Grantee's successors and assigns at Grantee's sole risk and expense, to encroach into the **Public Right of Way** of the Town as shown in the attached **Exhibit A**, and incorporated by reference as though fully set forth herein.

2. The Encroachment shall not be enlarged or increased beyond the Encroachment shown in **Exhibit A** and described in this Encroachment Agreement. Grantee is responsible for any and all expenditures of labor or materials required for the installation, erection, repair, removal, or maintenance of the above-referenced Encroachment.

3. Grantee is to be fully responsible for any and all property damage or injury or death of any person which results from any and all negligence, omission, defect in design, maintenance, or workmanship created by the Encroachment described herein, or any cause of action arising out of the installation, maintenance, removal, destruction, or location of said Encroachment.

4. Grantee agrees to and does hereby hold the Town, its officers, council members and employees harmless from any and all liability arising out of such negligence, omission, defect or other cause of action; that it will defend the Town, its officers, council members and employees, and pay all attorney fees in any and all actions brought as a result of such; and that it will indemnify the Town, its officers, council members, and employees against any and all loss sustained by reason of such negligence, omission, defect, or other cause of action, claim, cost, or expense arising out of the installation, maintenance, removal, or location of said Encroachment.

5. Sections 3 and 4 shall survive the termination of this Encroachment Agreement for any reason.

6. All notices required herein shall be deemed given by depositing such in the United States mail, first class, and addressed to:

To Town: Town Manager
 Town of Apex
 PO Box 250
 Apex, NC 27502

To Grantee: ITM Real Estate Management, LLC
 PO Box 46207
 Raleigh, NC 27620

7. In the event there is a dispute between the parties concerning the interpretation of the terms of this Encroachment Agreement or their respective rights and obligations hereunder, such dispute or controversy shall be adjudged pursuant to the laws of the State of North Carolina.

8. Grantee agrees to abide by all applicable laws, regulations, statutes and ordinances.

9. This Encroachment Agreement shall not divest the Town of any rights or interest in said **Public Right of Way** and the Town may terminate this Encroachment Agreement by giving Grantee ninety (90) days written notice of termination. Prior to the termination date, Grantee shall remove, at its own expense, all or part of the Encroachment as specified by the Town.

10. If the Town deems, within its sole discretion, that there is not time to give Grantee notice as provided in Paragraph 9 and that removal of the Encroachment is necessary in order to operate, protect, maintain, modify, replace, add-to or improve its facilities located within the **Public Right of Way**, then no notice shall be required and the Town may remove the Encroachment from the **Public Right of Way** without cost, risk or liability to the Town.

11. Grantee agrees to pay and reimburse the Town the entire expense and cost of removal of the Encroachment in the event that the Town removes the Encroachment as provided in the Paragraph 10 or if Grantee fail to remove the Encroachment within the time limit after receiving notice under Paragraph 9.

12. Grantee acknowledges that some portions of the private sewer line are located over private property. Nothing in this Agreement and no action by Town shall be construed to offer, grant or approve any right or license to use such property without the consent of the private property owner.

Town has no obligation to expand or obtain such rights on Grantee's behalf. It is the sole obligation of the Grantee to obtain the necessary consent or additional easement rights, if any, at Grantee's own expense.

13. Grantee, during the life of this Agreement, agrees to procure or cause to be procured from a responsible insurance carrier or carriers authorized under the laws of the State of North Carolina, insurance in the minimum amounts of \$300,000/\$500,000/\$300,000 covering full liability for any and all personal injury, property damage or wrongful death caused by the construction, maintenance, location, repair or visual obstruction of said Encroachment. Grantee shall furnish the Town, without demand, each July a certification from the insurance carrier or carriers with whom the insurance herein mentioned is carried, stating that such compensation is covered by such carrier or carriers and showing such insurance to be in full force and effect. Both Grantee and the Town shall be named as insured parties by endorsement of the policy. In the event of any change in the insurance policy, Grantee shall give the Town thirty (30) day's notice of such change. Should Grantee fail to pay premiums upon said insurance or to perform any of the agreement, terms or conditions herein contained, the Town, at its option, by written notice may declare this Agreement canceled and terminated and all rights acquired hereunder by Grantee shall thereupon terminate.

14. Notwithstanding Section 14 below, Grantee shall be released from its obligation under this Encroachment Agreement only upon the assumption of said obligations either by a successor in title to real property known as **LO1 EC Smith Survey 3/11/1946 (400 West Street, Apex, NC 27502)**, or by assumption of said obligations by an incorporated property or condominium owners association. The Town's consent to such assumption and release shall be required but shall not be withheld, conditioned or delayed if, as reasonably determined by the Town, the party assuming Grantee's obligations possesses adequate financial resources and ownership interest, and Grantee's delegate and proposed assignee assume and agree to fulfill, in writing, all of Grantee's duties set forth in this Encroachment Agreement.

15. The right to encroach is appurtenant to and runs with the land hereinabove referred to and shall forever be subject to the conditions above agreed on between the parties. This Encroachment Agreement is binding upon the heirs, assigns, transferees, and successors in interest of the Grantee and

shall, upon execution, be recorded in the Office of the Register of Deeds of Wake County, North Carolina.

[SIGNATURE PAGES FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

In testimony whereof, said Grantee and said Town have here unto set their hands and seals, the day and year first above written.

GRANTEE

ITM Real Estate Management, LLC

By: *Yolanda D. Wilson*
Yolanda D. Wilson, Manager

STATE OF NORTH CAROLINA

COUNTY OF WAKE [county in which acknowledgement taken]

I, Latia D. Austin, certify that Yolanda D. Wilson personally appeared before me this day and acknowledged that she is a member/manager of ITM Real Estate Management, LLC, Grantor herein, and that by authority duly given as a member/manager of the company, the foregoing instrument was signed and sealed by her on behalf of the company and acknowledged said writing to be the act and deed of said company.

Witness my hand and official stamp or seal, this 13 day of April, 2020

Latia D. Austin
[Signature of Notary Public]

[SEAL]

My Commission Expires: 5-21-2024



TOWN OF APEX

Andrew L. Havens
Town Manager

(Corporate Seal)

ATTEST:

Donna B. Hosch, MMC, NCCMC
Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____ *[county in which acknowledgement taken]*

I, _____, a Notary Public of _____ County, North Carolina, certify that Donna B. Hosch personally came before me this day and acknowledged that she is Town Clerk of the Town of Apex, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Town Manager, sealed with its corporate seal and attested by her as its Town Clerk.

Witness my hand and official stamp or seal, this _____ day of _____, 2020.

[Signature of Notary Public]

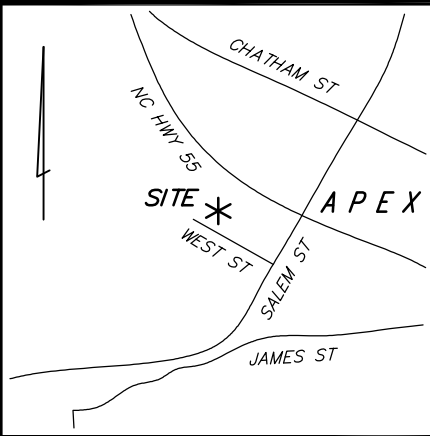
(Seal)

My Commission Expires: _____

EXHIBIT A

PRELIMINARY

THIS IS A PRELIMINARY
DRAWING AND IS NOT TO BE
USED AS A SURVEY OR TO
TRANSFER ANY PROPERTY
SHOWN HEREON.



VICINITY MAP (NOT TO SCALE)

LEGEND

EIP - ● - Existing Iron Pipe

R/W - Right Of Way

SCO - Sewer Cleanout

— Surveved Line

— Other Surveved Line

— Line Not Surveved

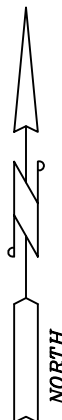
— Right Of Way Line (not surveved)

— Edge of Pavement (not surveved)

— Existing Private Sewer Line

— Encroachment Area (Shaded) = 312 Square Feet

THIS MAP MAY NOT BE A CERTIFIED
SURVEY AND HAS NOT BEEN REVIEWED BY
A LOCAL GOVERNMENT AGENCY FOR
COMPLIANCE WITH ANY APPLICABLE LAND
DEVELOPMENT REGULATIONS AND HAS NOT
BEEN REVIEWED FOR COMPLIANCE WITH
RECORDING REQUIREMENTS FOR PLATS.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 60°38'28" W	51.57'
L2	N 60°38'28" W	17.48'
L3	N 60°38'28" W	31.88'
L4	N 60°38'28" W	37.01'
L5	N 32°07'43" E	8.98'
L6	N 06°00'41" E	22.03'
L7	S 60°39'28" E	5.45'
L8	S 06°00'41" W	21.03'
L9	S 32°07'43" W	7.40'
L10	S 60°38'28" E	61.47'
L11	S 13°17'41" E	3.40'
L12	N 60°39'28" W	4.05'

HEIRS OF JESSEE
BULLOCK

D.B. 2809, PG. 173

SARA LYNN MOSS
ANDREW MOSS

D.B. 16168, PG. 714

B.M. 1885, PG. 134

LEIGHA LANDRY WANCZOWSKI
JOHN MICHAEL WANCZOWSKI, JR.

D.B. 17507, PG. 118

B.M. 1885, PG. 134

HALLIE BECKWITH

D.B. 10962, PG. 682

JOSE BRIZUELA
SANDRA BRIZUELA

D.B. 11314, PG. 165

BAUCOM ST
PUBLIC R/W
B.M. 1885, PG. 134

ITM REAL ESTATE
MANAGEMENT, LLC

D.B. 17269, PG. 1555

ALL DISTANCES SHOWN HEREON ARE U.S. SURVEY
FOOT UNIT HORIZONTAL GROUND MEASUREMENTS.

AREA DETERMINED BY THE COORDINATE METHOD.

NOTES:

- THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL EASEMENTS OF RECORD AFFECTING SAME.
- NO TITLE SEARCH HAS BEEN PERFORMED BY THIS FIRM DURING THE COURSE OF THIS SURVEY.
- THIS SURVEYOR DOES NOT CERTIFY TO THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITIES, BURIAL GROUNDS, OR ANY SUBSURFACE FEATURES THAT MAY OR MAY NOT BE PRESENT ON THIS SITE.
- THIS MAP DOES NOT MEET NCGS 47-30 REQUIREMENTS FOR RECORDATION.

This plat meets the attachment rules as specified in NCGS 47-30, Paragraph (n).

ENCROACHMENT AGREEMENT EXHIBIT MAP FOR
ITM REAL ESTATE MANAGEMENT, LLC
TOWN OF APEX, WHITE OAK TOWNSHIP, WAKE COUNTY, NC



Smith & Smith,
Surveyors, P.A.

P.O. BOX 457
APEX, N.C. 27502
(919) 362-7111

FIRM LICENSE No. C-0155
PITTSBORO, N.C. 27312
(919) 542-4321

DRAWN BY
WBH

DATE MARCH 10, 2020

SCALE 1" = 20'

PIN

PROJECT No. 19-66

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: April 21, 2020

Item Details

Presenter(s): Russell Dalton, Sr. Transportation Engineer

Department(s): PW&T

Requested Motion

Motion to approve an amendment to Traffic Schedule I and Traffic Schedule II of the Town of Apex Code of Ordinances in accordance with the provisions of Sections 20-60.1, 20-68, 20-69, and 20-70.

Approval Recommended?

Yes

Item Details

The lists of stop control intersections (identified as Traffic Schedule I) and yield control intersections (identified as Traffic Schedule II) are proposed for an update to include:

- Remove 2-way stop at the intersection of Aspenwood Road/Silver Dew Court and replace with all-way yield for existing mini-circle per approved plans.
- Remove 2-way stop at the intersection of Dinsorette Lane/Colby Chase Drive and replace with all-way yield for existing mini-circle per approved plans.
- Remove stop at the intersection of Aspenwood Road/Beckwith Road and replace with all-way yield for existing mini-circle per approved plans.
- Remove stop at the intersection of Owlsmoor Lane/Minley Way and replace with all-way yield for existing mini-circle per approved plans.
- Remove stop at the intersection of Wragby Lane/Minley Way and replace with all-way yield for existing mini-circle per approved plans.
- Remove stop at the intersection of Pilsley Road/Wickham Ridge Road and replace with all-way yield for existing mini-circle per approved plans.
- Remove stop at the intersection of Baslow Drive/Wickham Ridge Road and replace with all-way yield for existing mini-circle per approved plans.



- Remove yield at the intersection of Dunn Ridge Lane/Canterbury Brook Lane and replace with a stop per approved plans.
- Remove yield at the intersection of Lexington Ridge Lane/Lexington Farm Road and replace with a stop per approved plans.
- Addition/modification of stop signs to match existing conditions at various locations as included in previously approved subdivision plans (inventory update).
- Addition/modification of yield signs to match existing conditions at various locations as included in previously approved subdivision plans (inventory update).

Attachments

- Overall Map plus Exhibits 1 - 23 (24 pages)
- Ordinance No. 2020-0421-13
- Traffic Schedule I (Stop) List of Amended Locations
- Traffic Schedule II (Yield) List of Amended Locations

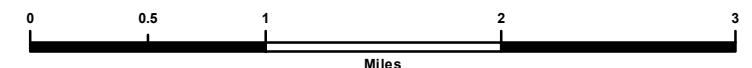


Traffic Schedule I & II Stop & Yield Intersections Cover

Legend

- Stop Signs Remove
- ▼ Yield Signs Remove
- Stop Sign Additions
- ▼ Yield Sign Additions
- Existing Stop Signs
- ▼ Existing Yield Signs

- Property
- Apex Town Limits
- Cary Town Limits
- Holly Springs Town Limits



Traffic Schedule I & II

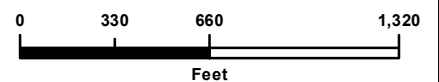
Stop & Yield Intersections

Exhibit 1



Legend

- | | |
|------------------------|-----------------------------|
| ● Stop Signs Remove | □ Property |
| ▼ Yield Signs Remove | ■ Community Lake |
| ● Stop Sign Additions | —+— Railroads |
| ▼ Yield Sign Additions | □ Apex Town Limits |
| ● Existing Stop Signs | □ Cary Town Limits |
| ▼ Existing Yield Signs | □ Holly Springs Town Limits |



Traffic Schedule I & II

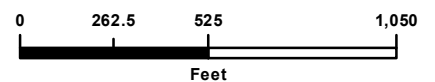
Stop & Yield Intersections

Exhibit 2



Legend

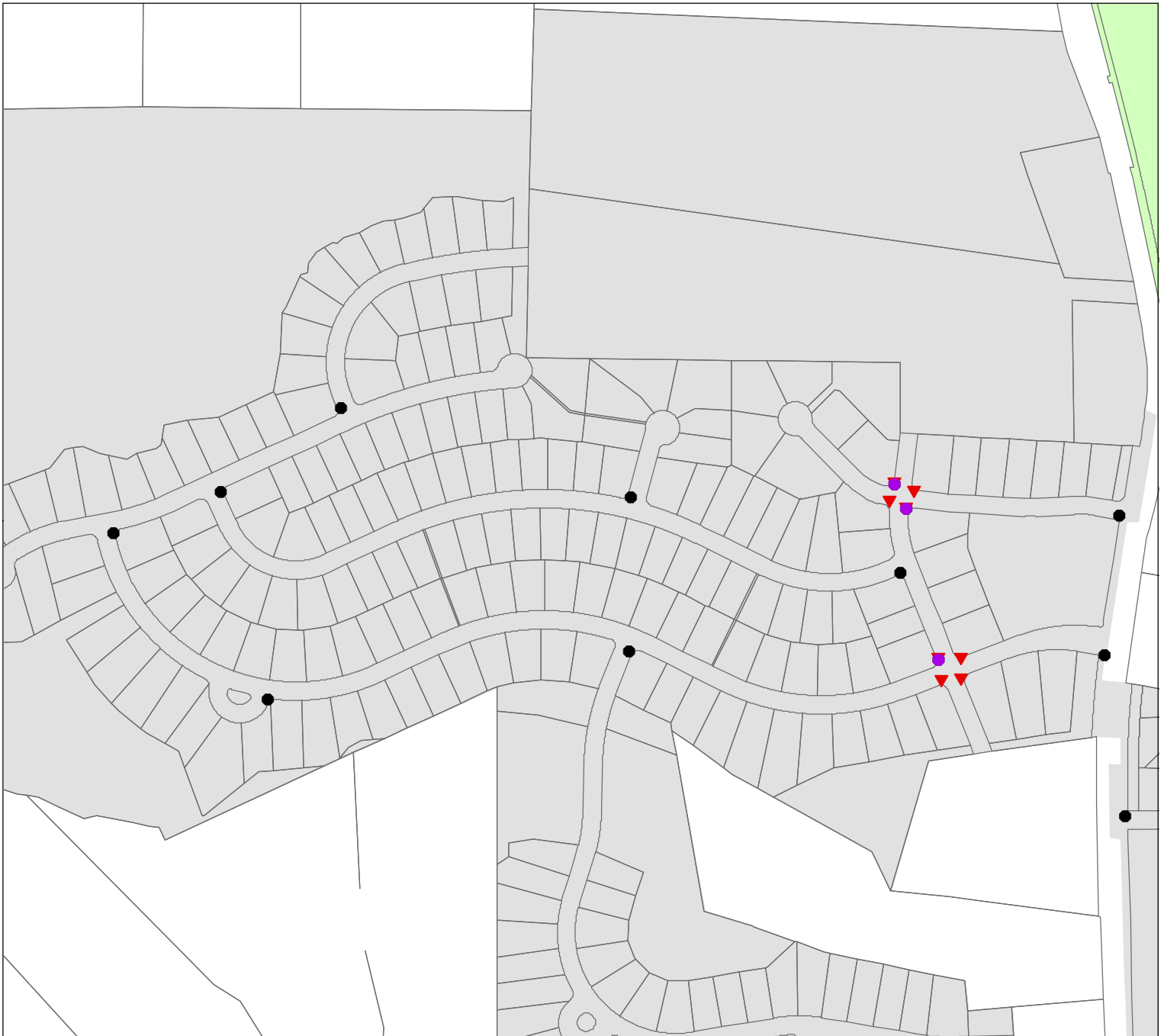
- | | |
|------------------------|-----------------------------|
| ● Stop Signs Remove | □ Property |
| ▼ Yield Signs Remove | ■ Community Lake |
| ● Stop Sign Additions | —+— Railroads |
| ▼ Yield Sign Additions | ■ Apex Town Limits |
| ● Existing Stop Signs | ■ Cary Town Limits |
| ▼ Existing Yield Signs | ■ Holly Springs Town Limits |



Traffic Schedule I & II

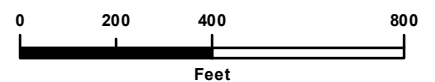
Stop & Yield Intersections

Exhibit 3



Legend

- | | |
|------------------------|-----------------------------|
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| ▼ Yield Signs Remove | ■ Community Lake |
| ● Stop Sign Additions | —+— Railroads |
| ▼ Yield Sign Additions | ■ Apex Town Limits |
| ● Existing Stop Signs | ■ Cary Town Limits |
| ▼ Existing Yield Signs | ■ Holly Springs Town Limits |



Traffic Schedule I & II

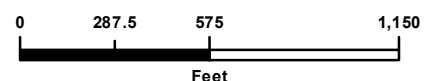
Stop & Yield Intersections

Exhibit 4



Legend

- | | |
|------------------------|-----------------------------|
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| ▼ Yield Signs Remove | ■ Community Lake |
| ● Stop Sign Additions | —+— Railroads |
| ▼ Yield Sign Additions | ■ Apex Town Limits |
| ● Existing Stop Signs | ■ Cary Town Limits |
| ▼ Existing Yield Signs | ■ Holly Springs Town Limits |



Traffic Schedule I & II

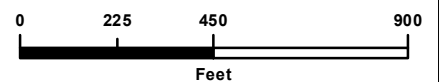
Stop & Yield Intersections

Exhibit 5



Legend

- | | |
|------------------------|-----------------------------|
| ● Stop Signs Remove | □ Property |
| ▼ Yield Signs Remove | ■ Community Lake |
| ● Stop Sign Additions | —+— Railroads |
| ▼ Yield Sign Additions | ■ Apex Town Limits |
| ● Existing Stop Signs | ■ Cary Town Limits |
| ▼ Existing Yield Signs | ■ Holly Springs Town Limits |



Traffic Schedule I & II

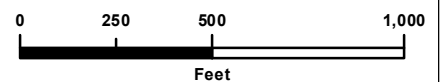
Stop & Yield Intersections

Exhibit 6



Legend

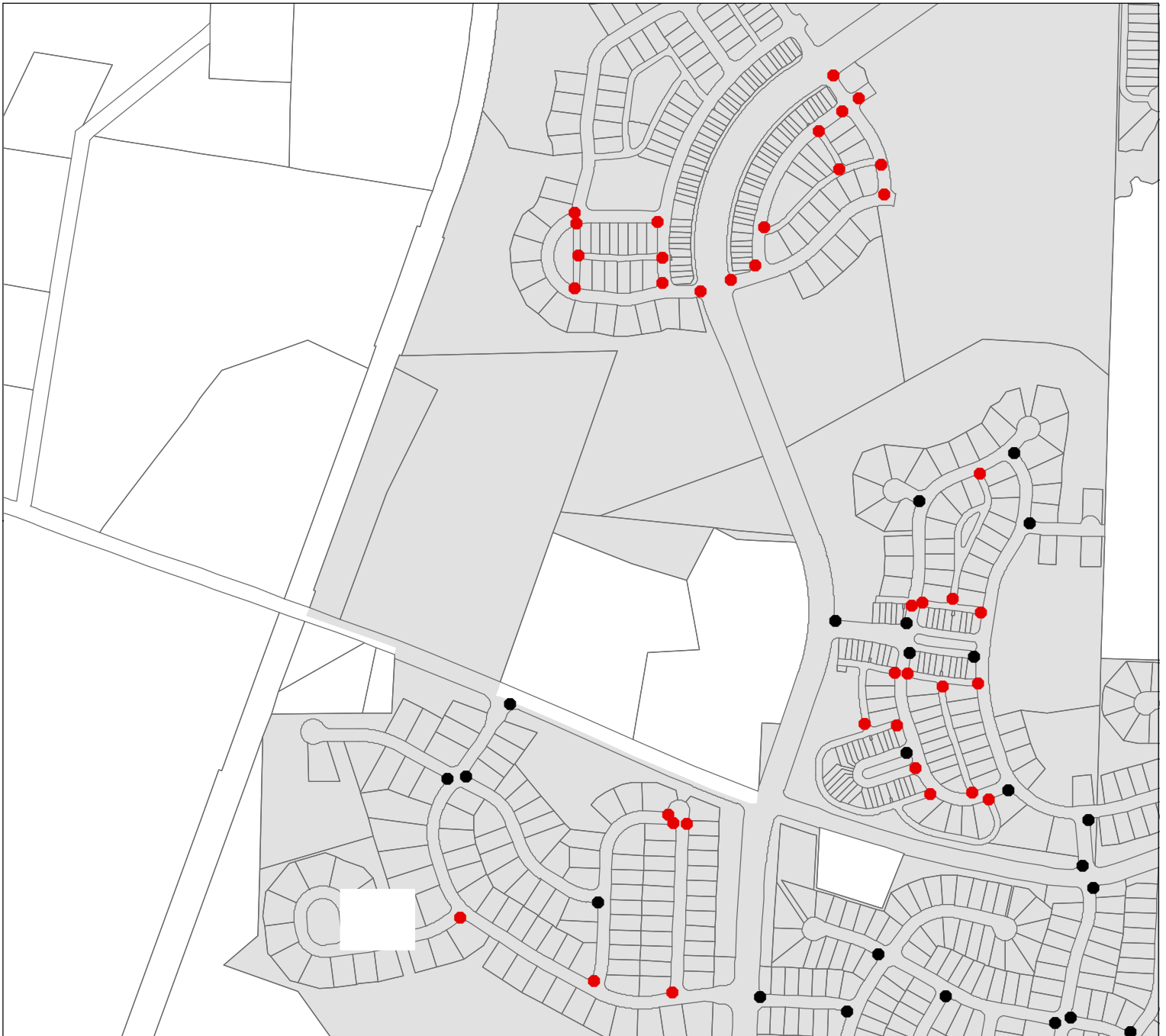
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|------------------------|-----------------------------|
| ● Stop Signs Remove | □ Property |
| ▼ Yield Signs Remove | ■ Community Lake |
| ● Stop Sign Additions | —+— Railroads |
| ▼ Yield Sign Additions | ■ Apex Town Limits |
| ● Existing Stop Signs | ■ Cary Town Limits |
| ▼ Existing Yield Signs | ■ Holly Springs Town Limits |



Traffic Schedule I & II

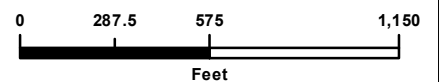
Stop & Yield Intersections

Exhibit 7



Legend

- | | |
|------------------------|-----------------------------|
| ● Stop Signs Remove | □ Property |
| ▼ Yield Signs Remove | ■ Community Lake |
| ● Stop Sign Additions | —+— Railroads |
| ▼ Yield Sign Additions | ■ Apex Town Limits |
| ● Existing Stop Signs | ■ Cary Town Limits |
| ▼ Existing Yield Signs | ■ Holly Springs Town Limits |



Traffic Schedule I & II

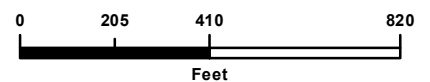
Stop & Yield Intersections

Exhibit 8



Legend

- | | |
|------------------------|-----------------------------|
| ● Stop Signs Remove | □ Property |
| ▼ Yield Signs Remove | ■ Community Lake |
| ● Stop Sign Additions | —+— Railroads |
| ▼ Yield Sign Additions | ■ Apex Town Limits |
| ● Existing Stop Signs | ■ Cary Town Limits |
| ▼ Existing Yield Signs | ■ Holly Springs Town Limits |



Traffic Schedule I & II

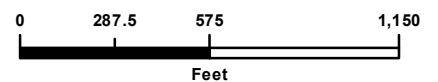
Stop & Yield Intersections

Exhibit 9



Legend

- | | |
|------------------------|---------------------------|
| ● Stop Signs Remove | Property |
| ▼ Yield Signs Remove | Community Lake |
| ● Stop Sign Additions | Railroads |
| ▼ Yield Sign Additions | Apex Town Limits |
| ● Existing Stop Signs | Cary Town Limits |
| ▼ Existing Yield Signs | Holly Springs Town Limits |



Traffic Schedule I & II

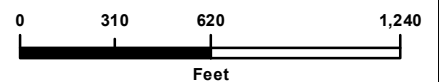
Stop & Yield Intersections

Exhibit 10



Legend

- | | |
|------------------------|-----------------------------|
| ● Stop Signs Remove | □ Property |
| ▼ Yield Signs Remove | ■ Community Lake |
| ● Stop Sign Additions | —+— Railroads |
| ▼ Yield Sign Additions | ■ Apex Town Limits |
| ● Existing Stop Signs | ■ Cary Town Limits |
| ▼ Existing Yield Signs | ■ Holly Springs Town Limits |



Traffic Schedule I & II

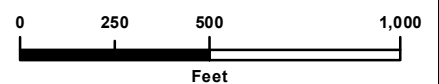
Stop & Yield Intersections

Exhibit 11



Legend

- | | |
|------------------------|-----------------------------|
| ● Stop Signs Remove | □ Property |
| ▼ Yield Signs Remove | ■ Community Lake |
| ● Stop Sign Additions | —+— Railroads |
| ▼ Yield Sign Additions | ■ Apex Town Limits |
| ● Existing Stop Signs | ■ Cary Town Limits |
| ▼ Existing Yield Signs | ■ Holly Springs Town Limits |



Traffic Schedule I & II

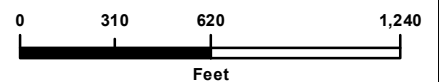
Stop & Yield Intersections

Exhibit 12



Legend

- | | |
|------------------------|-----------------------------|
| ● Stop Signs Remove | □ Property |
| ▼ Yield Signs Remove | ■ Community Lake |
| ● Stop Sign Additions | —+— Railroads |
| ▼ Yield Sign Additions | ■ Apex Town Limits |
| ● Existing Stop Signs | ■ Cary Town Limits |
| ▼ Existing Yield Signs | ■ Holly Springs Town Limits |



Traffic Schedule I & II

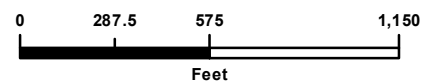
Stop & Yield Intersections

Exhibit 13



Legend

- | | |
|------------------------|-----------------------------|
| ● Stop Signs Remove | □ Property |
| ▼ Yield Signs Remove | ■ Community Lake |
| ● Stop Sign Additions | —+— Railroads |
| ▼ Yield Sign Additions | ■ Apex Town Limits |
| ● Existing Stop Signs | ■ Cary Town Limits |
| ▼ Existing Yield Signs | ■ Holly Springs Town Limits |



Traffic Schedule I & II

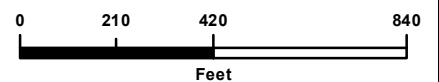
Stop & Yield Intersections

Exhibit 14



Legend

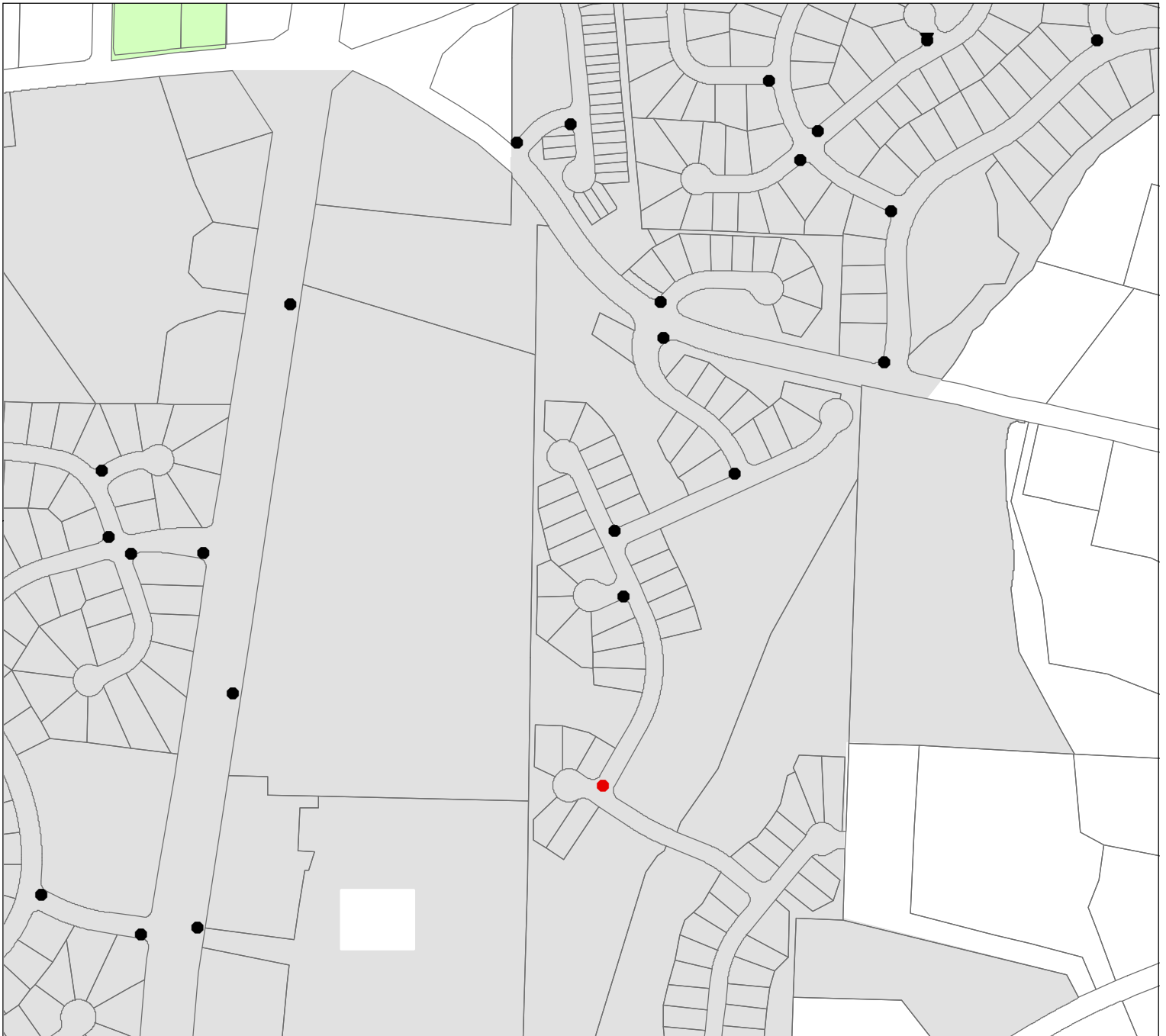
- | | |
|------------------------|-----------------------------|
| ● Stop Sign Remove | □ Property |
| ▼ Yield Signs Remove | ■ Community Lake |
| ● Stop Sign Additions | —+— Railroads |
| ▼ Yield Sign Additions | ■ Apex Town Limits |
| ● Existing Stop Signs | ■ Cary Town Limits |
| ▼ Existing Yield Signs | ■ Holly Springs Town Limits |



Traffic Schedule I & II

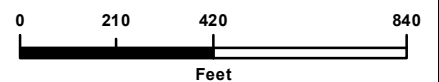
Stop & Yield Intersections

Exhibit 15



Legend

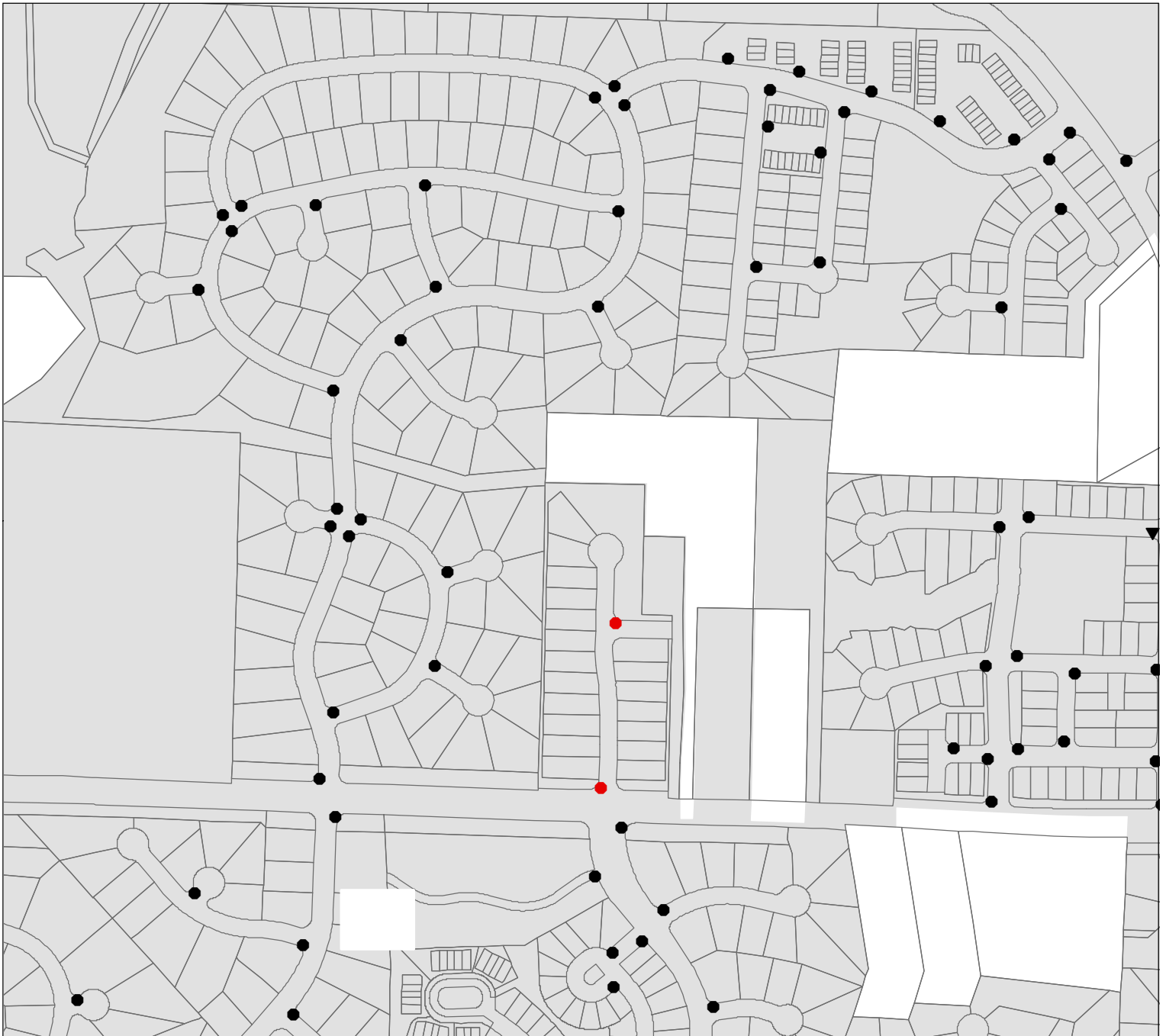
- | | |
|------------------------|-----------------------------|
| ● Stop Signs Remove | □ Property |
| ▼ Yield Signs Remove | ■ Community Lake |
| ● Stop Sign Additions | —+— Railroads |
| ▼ Yield Sign Additions | ■ Apex Town Limits |
| ● Existing Stop Signs | ■ Cary Town Limits |
| ▼ Existing Yield Signs | ■ Holly Springs Town Limits |



Traffic Schedule I & II

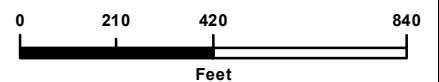
Stop & Yield Intersections

Exhibit 16



Legend

- | | |
|------------------------|-----------------------------|
| ● Stop Signs Remove | □ Property |
| ▼ Yield Signs Remove | ■ Community Lake |
| ● Stop Sign Additions | —+— Railroads |
| ▼ Yield Sign Additions | ■ Apex Town Limits |
| ● Existing Stop Signs | ■ Cary Town Limits |
| ▼ Existing Yield Signs | ■ Holly Springs Town Limits |



Traffic Schedule I & II

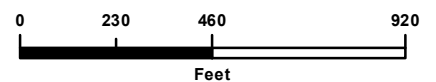
Stop & Yield Intersections

Exhibit 17



Legend

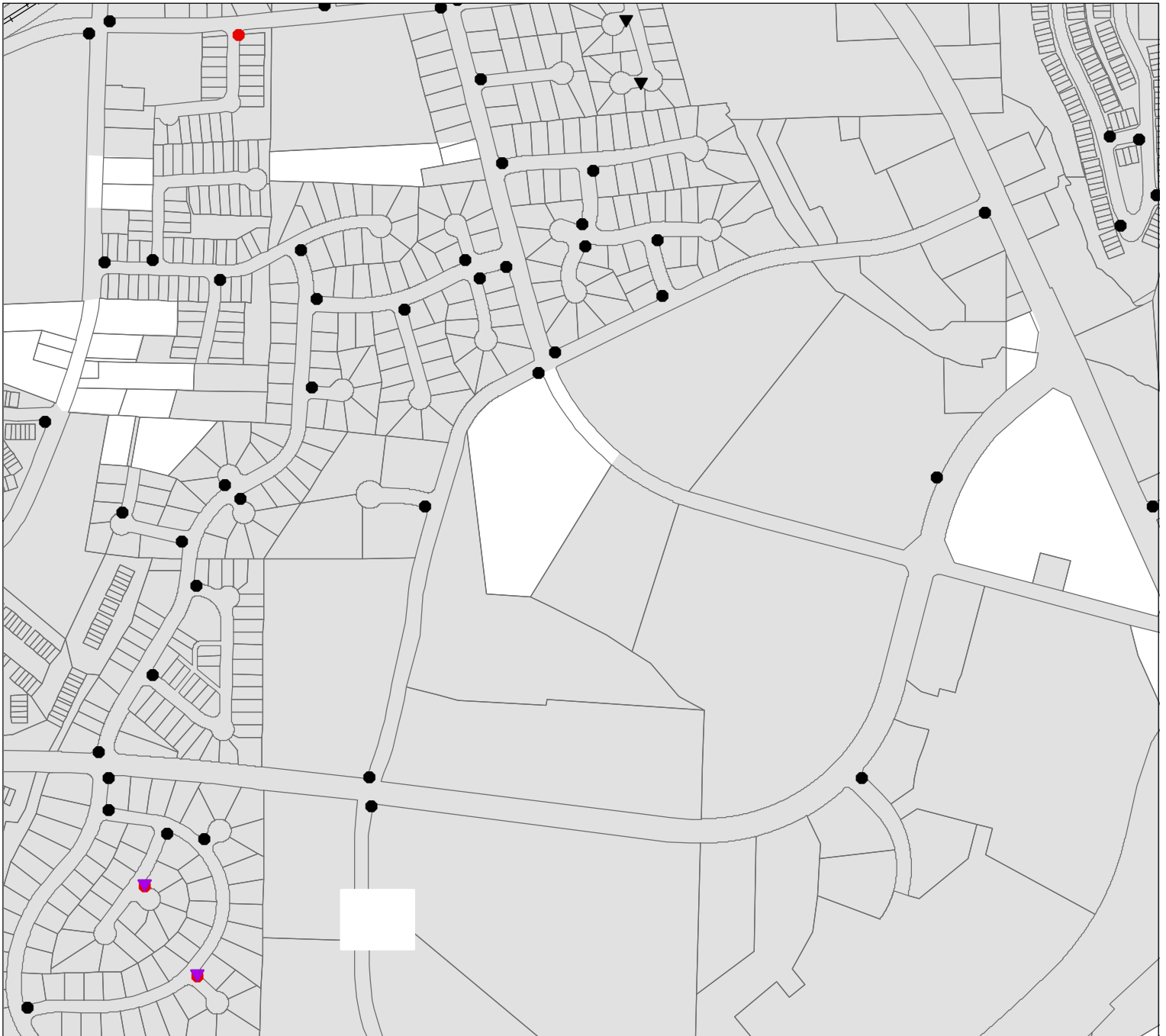
- | | |
|------------------------|-----------------------------|
| ● Stop Signs Remove | □ Property |
| ▼ Yield Signs Remove | ■ Community Lake |
| ● Stop Sign Additions | —+— Railroads |
| ▼ Yield Sign Additions | ■ Apex Town Limits |
| ● Existing Stop Signs | ■ Cary Town Limits |
| ▼ Existing Yield Signs | ■ Holly Springs Town Limits |



Traffic Schedule I & II

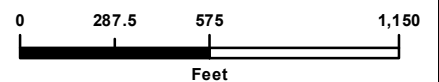
Stop & Yield Intersections

Exhibit 18



Legend

- | | |
|------------------------|-----------------------------|
| ● Stop Signs Remove | □ Property |
| ▼ Yield Signs Remove | ■ Community Lake |
| ● Stop Sign Additions | —+— Railroads |
| ▼ Yield Sign Additions | ■ Apex Town Limits |
| ● Existing Stop Signs | ■ Cary Town Limits |
| ▼ Existing Yield Signs | ■ Holly Springs Town Limits |



Traffic Schedule I & II

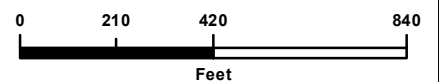
Stop & Yield Intersections

Exhibit 19



Legend

- | | |
|------------------------|-----------------------------|
| ● Stop Signs Remove | □ Property |
| ▼ Yield Signs Remove | ■ Community Lake |
| ● Stop Sign Additions | —+— Railroads |
| ▼ Yield Sign Additions | ■ Apex Town Limits |
| ● Existing Stop Signs | ■ Cary Town Limits |
| ▼ Existing Yield Signs | ■ Holly Springs Town Limits |



Traffic Schedule I & II

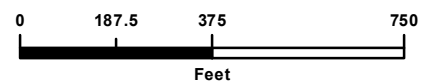
Stop & Yield Intersections

Exhibit 20



Legend

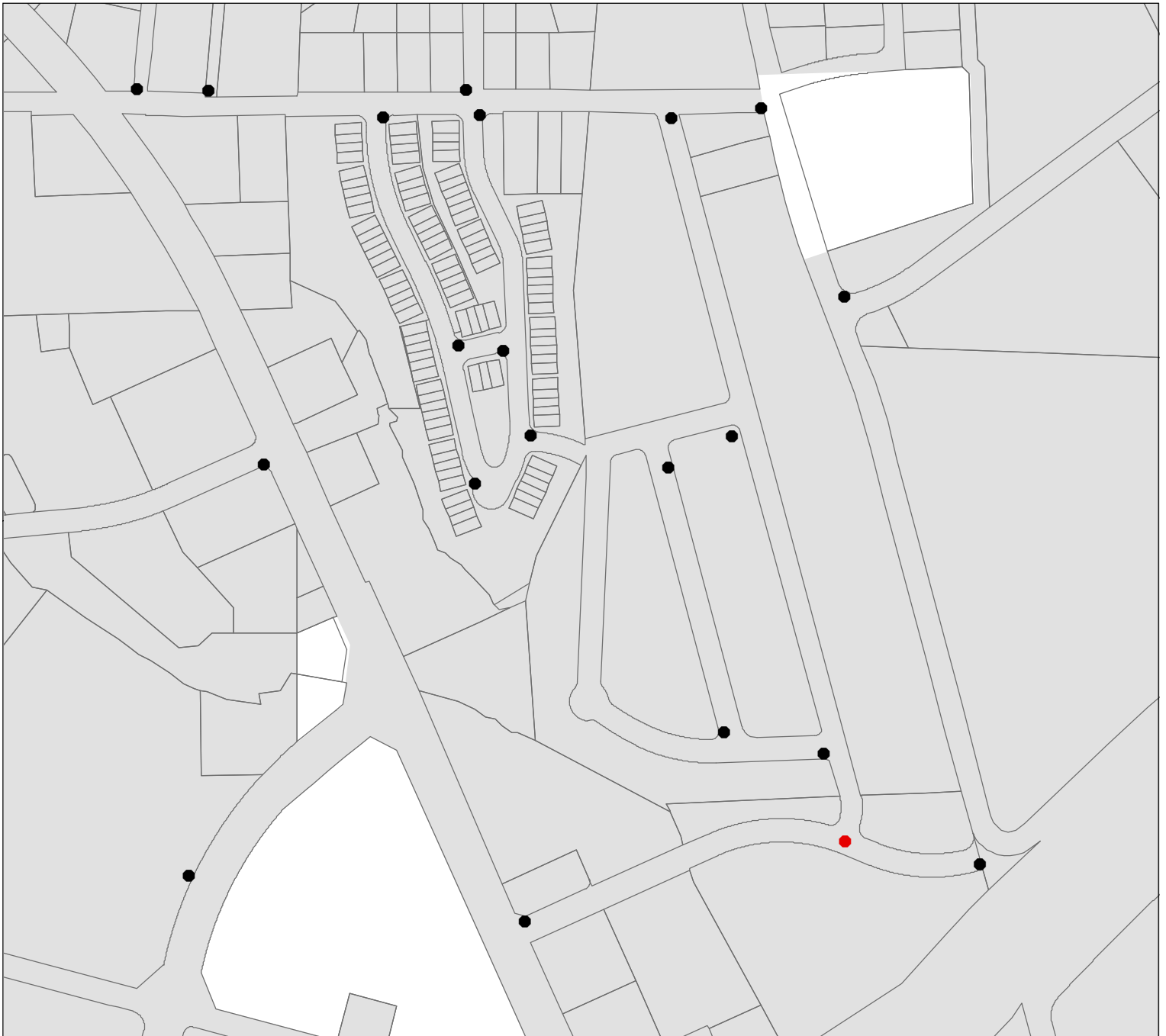
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|------------------------|-----------------------------|
| ● Stop Signs Remove | □ Property |
| ▼ Yield Signs Remove | ■ Community Lake |
| ● Stop Sign Additions | —+— Railroads |
| ▼ Yield Sign Additions | ■ Apex Town Limits |
| ● Existing Stop Signs | ■ Cary Town Limits |
| ▼ Existing Yield Signs | ■ Holly Springs Town Limits |



Traffic Schedule I & II

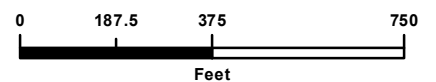
Stop & Yield Intersections

Exhibit 21



Legend

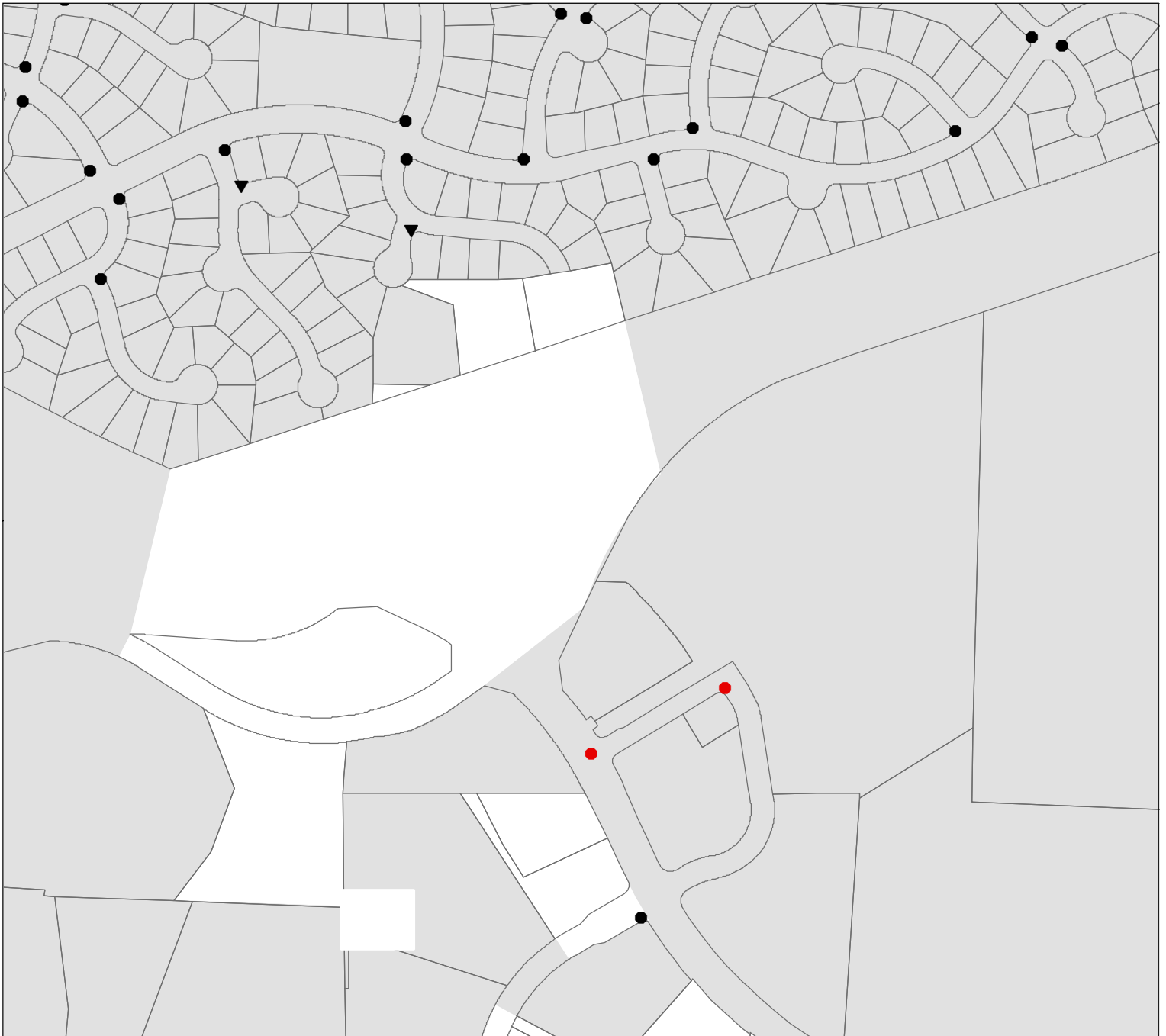
- | | |
|------------------------|-----------------------------|
| ● Stop Signs Remove | □ Property |
| ▼ Yield Signs Remove | ■ Community Lake |
| ● Stop Sign Additions | —+— Railroads |
| ▼ Yield Sign Additions | ■ Apex Town Limits |
| ● Existing Stop Signs | ■ Cary Town Limits |
| ▼ Existing Yield Signs | ■ Holly Springs Town Limits |



Traffic Schedule I & II

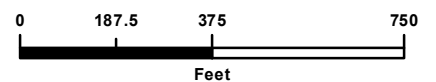
Stop & Yield Intersections

Exhibit 22



Legend

- | | |
|------------------------|-----------------------------|
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| ▼ Yield Signs Remove | ■ Community Lake |
| ● Stop Sign Additions | —+— Railroads |
| ▼ Yield Sign Additions | ■ Apex Town Limits |
| ● Existing Stop Signs | ■ Cary Town Limits |
| ▼ Existing Yield Signs | ■ Holly Springs Town Limits |



Traffic Schedule I & II

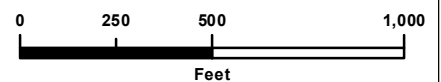
Stop & Yield Intersections

Exhibit 23



Legend

- | | |
|------------------------|-----------------------------|
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| ▼ Yield Signs Remove | ■ Community Lake |
| ● Stop Sign Additions | —+— Railroads |
| ▼ Yield Sign Additions | ■ Apex Town Limits |
| ● Existing Stop Signs | ■ Cary Town Limits |
| ▼ Existing Yield Signs | ■ Holly Springs Town Limits |



**TOWN OF APEX, NORTH CAROLINA
ORDINANCE NO. 2020-0421-13**

**AN ORDINANCE AMENDING TRAFFIC SCHEDULES I & II OF THE CODE OF
ORDINANCES OF THE TOWN OF APEX**

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Apex as follows:

- Section 1.** In accordance with the provisions of Sections 20-60.1 and 20-68 of the Town of Apex Code of Ordinances, the streets named in the attached Traffic Schedule I: Stop Intersections shall be stop streets at their intersection with the streets named and when properly marked with a regulation stop sign.
- Section 2.** In accordance with the provisions of Sections 20-60.1, 20-69, and 20-70 of the Town of Apex Code of Ordinances, the streets named in the attached Traffic Schedule II: Yield Intersections shall be yield streets at their intersection with the streets named and when properly marked with a regulation yield sign.
- Section 3.** In accordance with the provisions of Section 20-60.1 the official copy of all Traffic Schedules is kept on file in the office of the Town Clerk.
- Section 4.** This ordinance shall be effective on the 21st day of April 2020.

Introduced by Council Member _____

Seconded by Council Member _____

Attest:

TOWN OF APEX, NORTH CAROLINA

Donna B. Hosch, CMC, NCCMC
Town Clerk

Jacques K. Gilbert
Mayor

Approved As To Form:

Laurie L. Hohe, Town Attorney

Traffic Schedule I: Stop Intersections.

In accordance with the provisions of Sections 20-60.1 and 20-68, the following streets, shall no longer be stop streets at their intersection with the streets named and the existing stop signs will be removed:

ASPENWOOD RD	approaching	SILVER DEW CT
ASPENWOOD RD	approaching	SILVER DEW CT
ASPENWOOD RD	approaching	BECKWITH RD
OWLSMOOR LN	approaching	MINLEY WAY
WRAGBY LN	approaching	MINLEY WAY
PILSLEY RD	approaching	WICKHAM RIDGE RD
BASLOW DR	approaching	WICKHAM RIDGE RD
DINSORETTE LN	approaching	COLBY CHASE DR
DINSORETTE LN	approaching	COLBY CHASE DR

In accordance with the provisions of Sections 20-60.1 and 20-68, the following streets, shall be stop streets at their intersection with the streets named and when properly marked with a regulation stop sign:

GOLDENVIEW ACRES CT	approaching	JAMES ST
TRINGHAM CT	approaching	OLIVE CHAPEL RD
GREY SKY WAY	approaching	TRINGHAM CT
CARVERS CREEK LN	approaching	PILOT MOUNTAIN CT
CHELSEA RUN LN	approaching	KELLY RD
SWANSEA LN	approaching	CHELSEA RUN LN
SWANSEA LN	approaching	BLACKPOOL CT
REDBRIDGE LN	approaching	BLACKPOOL CT
REDBRIDGE LN	approaching	CHELSEA RUN LN
MCKENZIE RIDGE LN	approaching	HUMIE OLIVE RD
BANKSIDE PT	approaching	WILLOW GREEN DR
CHESSIE STA	approaching	GRAND CENTRAL STA
CHESSIE STA	approaching	GREAT NORTHERN STA
GREAT NORTHERN STA	approaching	METRO STA
OLDE BANASTER ST	approaching	LAKE CASTLEBERRY DR
OLDE BANASTER ST	approaching	BELLAMY RIDGE DR
GLENVALE ST	approaching	GRAND HIGHCLERE WAY
GREAT BYNUM DR	approaching	GRAND HIGHCLERE WAY
GRAND HIGHCLERE WAY	approaching	WIMBERLY RD
HUDSON OAKS LN	approaching	WEDDINGTON PARK LN
BEAUREGARD PL	approaching	WEDDINGTON PARK LN
WEDDINGTON PARK LN	approaching	CLOVERDALE RD

GRANTHAM HOUSE WAY	approaching	CLOVERDALE RD
ANNEBELLE BRANCH LN	approaching	CLOVERDALE RD
OAK HAVEN LN	approaching	OAK HAVEN LN
OAK HAVEN LN	approaching	OAK HAVEN LN
VICTORY GARDEN WAY	approaching	GREEN LEVEL WEST RD
VICTORY GARDEN WAY	approaching	WILLOW ROCK LN
TUNSTALL GROVE DR	approaching	WHITE OAK POND RD
BLAIRFIELD PL	approaching	PARLIER DR
DUGGINS PT	approaching	PARLIER DR
CANOE CREEK LN	approaching	GREEN LEVEL CHURCH RD
PINK AZALEA CT	approaching	CANOE CREEK LN
DUGGINS PT	approaching	CANOE CREEK LN
CANOE CREEK LN	approaching	DUGGINS PT
CRESTMONT RIDGE DR	approaching	FILLMORE HALL LN
CRESTMONT RIDGE DR	approaching	FILLMORE HALL LN
RICHARDSON RD	approaching	US 64 HWY
LITTLE GEM LN	approaching	CORE BANKS ST
CORE BANKS ST	approaching	RICHARDSON RD
CORE BANKS ST	approaching	RICHARDSON RD
LANASA LN	approaching	LITTLE GEM LN
LANASA LN	approaching	LITTLE GEM LN
LITTLE GEM LN	approaching	RICHARDSON RD
HASSE AVE	approaching	RICHARDSON RD
BROWN VELVET LN	approaching	HASSE AVE
BROWN VELVET LN	approaching	HASSE AVE
POULTNEY ALY	approaching	HASSE AVE
RUSSET LN	approaching	HASSE AVE
WHALE BONE ALY	approaching	HASSE AVE
GLORIOSA ST	approaching	HASSE AVE
GLORIOSA ST	approaching	HASSE AVE
GULLROCK ALY	approaching	GLORIOSA ST
LOWLAND ST	approaching	GLORIOSA ST
RUFF ALY	approaching	LOWLAND ST
RUFF ALY	approaching	SEA LEVEL PATH
RUFF ALY	approaching	SEA LEVEL PATH
SEA LEVEL PATH	approaching	GLORIOSA ST
SEA LEVEL PATH	approaching	GLORIOSA ST
WHALE BONE ALY	approaching	SEA LEVEL PATH
WHALE BONE ALY	approaching	SEA LEVEL PATH
SEA LEVEL PATH	approaching	RUSSET LN
SEA LEVEL PATH	approaching	RUSSET LN
POULTNEY ALY	approaching	SEA LEVEL PATH
POULTNEY ALY	approaching	SEA LEVEL PATH

SEA LEVEL PATH	approaching	BROWN VELVET LN
POULTNEY ALY	approaching	CORE BANKS ST
RUSSET LN	approaching	CORE BANKS ST
WHALE BONE ALY	approaching	CORE BANKS ST
GLORIOSA ST	approaching	CORE BANKS ST
RUFF ALY	approaching	CORE BANKS ST
ARMSCROFT LN	approaching	BICKNOR DR
BICKNOR DR	approaching	ARMSCROFT LN
ARMSCROFT LN	approaching	BICKNOR DR
ARMSCROFT LN	approaching	PORTLAND AVE
BICKNOR DR	approaching	PORTLAND AVE
BEEHCROFT LN	approaching	PORTLAND AVE
WENDHURST CT	approaching	KELLY RD
BEAVER CREEK COMMONS DR	approaching	KELLY RD
DUNN RIDGE LN	approaching	CANTERBURY BROOK LN
LEXINGTON RIDGE LN	approaching	LEXINGTON FARM RD
PARLIER DR	approaching	GARTRELL WAY
POLLARD PL	approaching	GARTRELL WAY
GARTRELL WAY	approaching	ROBERTS RD
CORNFIELD ALY	approaching	BARN DOOR DR
CORNFIELD ALY	approaching	BARN DOOR DR
CORNFIELD ALY	approaching	FARMHOUSE DR
BERRYPATCH ALY	approaching	CORNFIELD ALY
BERRYPATCH ALY	approaching	BARN DOOR DR
LIVESTOCK ALY	approaching	BARN DOOR DR
HAYRIDE ALY	approaching	BARN DOOR DR
SUNFLOWER RD	approaching	BARN DOOR DR
HAYRIDE ALY	approaching	BARN DOOR DR
CHICKEN COOP ALY	approaching	HAYRIDE ALY
EVERBLOOM ALY	approaching	BARN DOOR DR
EVERBLOOM ALY	approaching	BARN DOOR DR
MILKTHISTLE ALY	approaching	EVERBLOOM ALY
MILKTHISTLE ALY	approaching	BARN DOOR DR
EVERBLOOM ALY	approaching	FARMHOUSE DR
DILLY DALLY CT	approaching	REUNION CREEK PKWY
MARKHAM ST	approaching	MARCO DR
PAVIA TRCE	approaching	VITTORIO LN
RAINES MEADOW DR	approaching	OLD GROVE LN
RAINES MEADOW DR	approaching	CENTER ST
YELLOW OAK DR	approaching	POINTE CRSG
DOE BLOSSOM LN	approaching	DROPSEED DR
DROPSEED DR	approaching	AMBERLIGHT RD
THIRLESTANE DR	approaching	STANLAKE DR

BARONIAL ST	approaching	STANLAKE DR
STANLAKE DR	approaching	MILANO AVE
ABERDOUR DR	approaching	MUCHALLS LN
ABERDOUR DR	approaching	MILANO AVE
MAVISBANK CIR	approaching	MILANO AVE
BALBARDIE DR	approaching	ROTHESAY DR
ROTHESAY DR	approaching	MAVISBANK CIR
ROTHESAY DR	approaching	MAVISBANK CIR
ROTHESAY DR	approaching	MAVISBANK CIR
OSSIAN LN	approaching	MAVISBANK CIR
MAVISBANK CIR	approaching	MILANO AVE
LILLARD CT	approaching	GARTRELL WAY
LORELAI LN	approaching	GARTRELL WAY
RENSWORTH CT	approaching	LORELAI LN
TERRMINI DR	approaching	AMALFI PL
THIRLESTANE DR	approaching	KINGS KNOT CT
KINGS KNOT CT	approaching	RICHARDSON RD
JORDAN SHIRES DR	approaching	HORTON ELMS DR
SHIRES EDGE DR	approaching	HORTON ELMS DR
SHIRES EDGE DR	approaching	HORTON RIDGE DR
FINOLA LN	approaching	GREGOR OVERLOOK LN
FINOLA LN	approaching	RAGAN RD
HORTON ELMS DR	approaching	SHIRES EDGE DR
DALLAS VALLEY LN	approaching	YELLOW ROSE LN
DALLAS VALLEY LN	approaching	YELLOW ROSE LN
YELLOW ROSE LN	approaching	HUMIE OLIVE RD
MANORS EDGE DR	approaching	RAIL OVERLOOK DR
JORDAN ESTATES WAY	approaching	MANORS EDGE DR
JORDAN POINTE BLVD	approaching	HORTON RIDGE BLVD
CHATTERING LORY LN	approaching	DIAMOND DOVE LN
OAK HAVEN LN	approaching	CLOVERDALE RD
STERLING HOLLOW LN	approaching	CLOVERDALE RD
CELIA OAKS LN	approaching	CLOVERDALE RD
ANNABELLE BRANCH LN	approaching	SPRING SHADE RD
BEAUREGARD PL	approaching	GRANTHAM HOUSE WAY
GRANTHAM HOUSE WAY	approaching	SPRING SHADE RD
SPRING SHADE RD	approaching	WEDDINGTON PARK LN
WEDDINGTON PARK LN	approaching	GREEN LEVEL WEST RD
IMPULSION DR	approaching	HORTON RIDGE BLVD
IMPULSION DR	approaching	HORTON RIDGE BLVD
RIPLEY RIVER RD	approaching	IMPULSION DR
HORTON RIDGE BLVD	approaching	NEW HILL OLIVE CHAPEL RD
TURNER PINES DR	approaching	HORTON RIDGE BLVD

BORDWELL RIDGE DR	approaching	TURNER PINES DR
TURNER RIDGE DR	approaching	TURNER PINES DR
TURNER RIDGE DR	approaching	BORDWELL GRANT DR
BORDWELL RIDGE DR	approaching	BORDWELL GRANT DR
BORDWELL GRANT DR	approaching	HORTON RIDGE BLVD
JORDAN MANORS DR	approaching	NEW HILL OLIVE CHAPEL RD
OAK GRANT DR	approaching	JORDAN MANORS DR
FINKLE GRANT DR	approaching	JORDAN MANORS DR
FINKLE GRANT DR	approaching	HAHN RIDGE DR
HAHN RIDGE DR	approaching	NEW HILL OLIVE CHAPEL RD
BARNCAT WAY	approaching	WISHING WELL WYND
MILK BOTTLE ALY	approaching	BARNCAT WAY
GREAT PLOW ALY	approaching	MILK BOTTLE ALY
GREAT PLOW ALY	approaching	BARNCAT WAY
BARNCAT WAY	approaching	EARLY PLANTING AVE
BARNCAT WAY	approaching	EARLY PLANTING AVE
MILK BOTTLE ALY	approaching	EARLY PLANTING AVE
EARLY PLANTING AVE	approaching	WISHING WELL WYND
WISHING WELL WYND	approaching	RICHARDSON RD
EARLY PLANTING AVE	approaching	RICHARDSON RD
WISHING WELL WYND	approaching	RICHARDSON RD
HERB GARDEN WAY	approaching	WISHING WELL WYND
YELLOW CORN ALY	approaching	HERB GARDEN WAY
WISHING WELL WYND	approaching	HERB GARDEN WAY
SOARING SILO WAY	approaching	WISHING WELL WYND
AUTUMN LEAVES ALY	approaching	WISHING WELL WYND
YELLOW CORN ALY	approaching	AUTUMN LEAVES ALY
AUTUMN LEAVES ALY	approaching	WISHING WELL WYND
WILLOW GREEN DR	approaching	WILLOW GREEN DR
ZEBROID WAY	approaching	HORTON RIDGE BLVD
GREAT DAISY LN	approaching	ZEBROID WAY
RETAMA RUN	approaching	ZEBROID WAY
MERIDIAN POINT DR	approaching	RELIANCE AVE
MERIDIAN POINT DR	approaching	TEN TEN RD
GREAT NORTHERN STA	approaching	LAURA DUNCAN RD

Traffic Schedule II: Yield Intersections.

In accordance with the provisions of Sections 20-60.1 and 20-68, the following streets, shall no longer be yield streets at their intersection with the streets named and the existing yield signs will be removed:

DUNN RIDGE LN	approaching	CANTERBURY BROOK LN
LEXINGTON RIDGE LN	approaching	LEXINGTON FARM RD

In accordance with the provisions of Sections 20-60.1, 20-69, and 20-70, the following streets, shall be yield streets at their intersection with the streets named and when properly marked with a regulation yield sign:

GRAND CENTRAL STA	approaching	GREAT NORTHERN STA
GRAND CENTRAL STA	approaching	GREAT NORTHERN STA
GREAT NORTHERN STA	approaching	GRAND CENTRAL STA
GREAT NORTHERN STA	approaching	GRAND CENTRAL STA
ASPENWOOD RD	approaching	SILVER DEW CT
ASPENWOOD RD	approaching	SILVER DEW CT
SILVER DEW CT	approaching	ASPENWOOD RD
SILVER DEW CT	approaching	ASPENWOOD RD
ASPENWOOD RD	approaching	BECKWITH RD
ASPENWOOD RD	approaching	BECKWITH RD
BECKWITH RD	approaching	ASPENWOOD RD
BECKWITH RD	approaching	ASPENWOOD RD
TUNSTALL GROVE DR	approaching	WINDING BRANCH TR
WINDING BRANCH TR	approaching	TUNSTALL GROVE DR
WINDING BRANCH TR	approaching	TUNSTALL GROVE DR
VINE POND CT	approaching	VINING BRANCH WAY
VINE POND CT	approaching	VINING BRANCH WAY
CANOE CREEK LN	approaching	HILLMAN BND
CANOE CREEK LN	approaching	HILLMAN BND
HILLMAN BND	approaching	CANOE CREEK LN
STONEHOUSE DR	approaching	POLLARD PL
STONEHOUSE DR	approaching	POLLARD PL
POLLARD PL	approaching	STONEHOUSE DR
LOWLAND ST	approaching	SEA LEVEL PATH
LOWLAND ST	approaching	SEA LEVEL PATH
SEA LEVEL PATH	approaching	LOWLAND ST
CORE BANKS ST	approaching	LOWLAND ST
LOWLAND ST	approaching	CORE BANKS ST
CHANTICLAIR DR	approaching	TIMKEN FOREST DR
TIMKEN FOREST DR	approaching	CHANTICLAIR DR
DINSORETTE LN	approaching	COLBY CHASE DR

DINSORETTE LN	approaching	COLBY CHASE DR
BASLOW DR	approaching	WICKHAM RIDGE RD
PILSLEY RD	approaching	WICKHAM RIDGE RD
OWLSMOOR LN	approaching	MINLEY WAY
WRAGBY LN	approaching	MINLEY WAY
MINLEY WAY	approaching	OWLSMOOR LN
MINLEY WAY	approaching	OWLSMOOR LN
MINLEY WAY	approaching	WRAGBY LN
MINLEY WAY	approaching	WRAGBY LN
FLINT VALLEY LN	approaching	PERSHORE DR
PERSHORE DR	approaching	FLINT VALLEY LN
FLINT VALLEY LN	approaching	PERSHORE DR
PERSHORE DR	approaching	FLINT VALLEY LN
GILESTONE DR	approaching	FLINT VALLEY LN
FLINT VALLEY LN	approaching	GILESTONE DR
GILESTONE DR	approaching	FLINT VALLEY LN
FLINT VALLEY LN	approaching	GILESTONE DR
TIMKEN FOREST DR	approaching	GOLIATH LN
GOLIATH LN	approaching	TIMKEN FOREST DR
WICKHAM RIDGE RD	approaching	BASLOW DR
WICKHAM RIDGE RD	approaching	BASLOW DR
BASLOW DR	approaching	WICKHAM RIDGE RD
COLBY CHASE DR	approaching	DINSORETTE LN
COLBY CHASE DR	approaching	DINSORETTE LN
WICKHAM RIDGE RD	approaching	PILSLEY RD
PILSLEY RD	approaching	WICKHAM RIDGE RD
WICKHAM RIDGE RD	approaching	PILSLEY RD
OLD GROVE LN	approaching	OLD GROVE LN
OLD GROVE LN	approaching	OLD GROVE LN
HOLTWOOD WAY	approaching	BROOK PINE TRL
BROOK PINE TRL	approaching	HOLTWOOD WAY
BROOK PINE TRL	approaching	HOLTWOOD WAY
BROOK PINE TRL	approaching	SPIRE BND
SPIRE BND	approaching	BROOK PINE TRL
SPIRE BND	approaching	BROOK PINE TRL
BROOK PINE TRL	approaching	SPIRE BND
DALLAS VALLEY LN	approaching	DALLAS VALLEY LN
DALLAS VALLEY LN	approaching	DALLAS VALLEY LN
JORDAN POINTE BLVD	approaching	RAIL OVERLOOK DR
RAIL OVERLOOK DR	approaching	JORDAN POINTE BLVD
JORDAN POINTE BLVD	approaching	RAIL OVERLOOK DR
IMPULSION DR	approaching	RETAMA RUN
RETAMA RUN	approaching	IMPULSION DR

IMPULSION DR
ZEBROID WAY
DRUMMER DR
ZEBROID WAY

approaching
approaching
approaching
approaching

RETAMA RUN
DRUMMER DR
ZEBROID WAY
DRUMMER DR

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for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: April 21, 2020

Item Details

Presenter(s): Shawn Purvis, Assistant Town Manager

Department(s): Administration

Requested Motion

Motion to approve Resolution of Intent for the closing of a right-of-way (ROW) on Hasse Avenue, located between two Sweetwater Property Owner Association Open Space tracts, and to call for a Public Hearing at the May 19, 2020 Council Meeting

Approval Recommended?

Yes

Item Details

The purpose for the ROW closing request is to realign the street connection between the Sweetwater and Linden subdivisions. The alignment will create a connection between HWY 64 and Olive Chapel Road. Staff has reviewed the request. The town will need to retain appropriate utility easements in the area and receive a new ROW dedication. Staff recommends advertising the Public Hearing in order to consider the future closing.

Attachments

- Request for Street (ROW) Closing
- Area Map of Request
- Resolution of Intent to Close Right of Way



RESOLUTION NO. 20-0421-04

**A RESOLUTION OF INTENT OF THE TOWN COUNCIL TO CONSIDER THE
CLOSING OF A PORTION OF HASSE AVENUE LOCATED SOUTH OF GLORIOSA
STREET AND BETWEEN TWO SWEETWATER PROPERTY OWNER
ASSOCIATION OPEN SPACE TRACTS**

WHEREAS, G.S. 160A-299 authorizes the Town Council to close public streets and alleys; and

WHEREAS, the Town Council considers it advisable to conduct a public hearing for the purpose of giving consideration to the closing of a portion of Hasse Avenue;

NOW, THEREFORE, BE IT RESOLVED by the Town Council that:

- (1) A Public Hearing will held be at 6:00 p.m. on the 19th day of May, 2020, in the Town of Apex Town Council Chambers at the Apex Town Hall to consider a resolution closing of that portion of Hasse Avenue located south of Gloriosa Street and between two Sweetwater Property Owner Association open space tracts designated as PIN # 0722-42-8669 and PIN # 0722-42-1400 by the Wake County Revenue Department, and as shown on Book of Maps 2017, Page 2552, Wake County Registry.
- (2) The Town Clerk is hereby directed to publish this Resolution of Intent once a week for four successive weeks in a newspaper of general circulation in the area.
- (3) The Town Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said street a copy of this Resolution of Intent.
- (4) The Town Clerk is further directed to transmit by registered or certified mail to the Department of Transportation a copy of this Resolution of Intent.
- (5) The Town Clerk is further directed to cause adequate notices of this Resolution of Intent and the scheduled public hearing to be posted as required by G.S. 160A-299.
- (6) Upon motion duly made by Council Member _____, and duly seconded by Council Member _____, the above resolution was duly adopted by the Apex Town Council at the meeting held on the 21st day of April, 2020, in the Town Hall.

Upon call for a vote the following Council Members voted in the affirmative:

and the following Council Members voted in the negative:

This the 21st day of April 2020.

Jacques K. Gilbert, Mayor

ATTEST:

Donna B. Hosch, MMC, NCCMC
Town Clerk

April 2, 2020

Mr. Shawn Purvis
Town of Apex
73 Hunter Street
Apex, North Carolina 27502

**RE: Linden Subdivision – Hasse Avenue Extension
ROW Closure Letter
McAdams Project #CRS-16000**

Dear Mr. Purvis,

Field Homes on behalf of Crescent Apex, LLC is requesting the closure/abandonment of 0.295 acres of dedicated public right of way of Hasse Avenue. The portion of right of way being referenced is between two Sweetwater Property Owner Association Open Space tracts (PIN #0722-42-8669 & #0722-42-1400). This right of way is most recently recorded in Wake County Book of Maps 2017 pg 2550-2552). The Most of this public right of way is unimproved and is needed to be shifted to account for a street realignment with the Sweetwater Subdivision. Subsequent to this ROW closure there will be an immediate ROW dedication of a 0.300 AC parcel (net add of 0.005 acres) that will appropriately align the continuation of Hass Ave between Sweetwater and Linden Subdivisions making comprehensive connection between HWY 64 and Olive Chapel Road via Apex Public Street right of way. A draft plat map of this right of way removal is attached for reference. Please call or email me if you have questions.

Sincerely,

MCADAMS



Ryan Akers,
Senior Project Manager, Residential

RA/ca

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for consideration by the Apex Town Council

P

Item Type: PUBLIC HEARING

Meeting Date: April 21, 2020

Item Details

Presenter(s): Vance Holloman, Finance Director

Department(s): Finance

Requested Motion

Conduct a public hearing regarding an Order authorizing \$1,800,000 General Obligation Park and Recreational Facilities Bonds and a possible resolution to adopt that order.

Approval Recommended?

Yes

Item Details

On April 7 the Council adopted a preliminary resolution authorizing the issuance of the \$ 1.8 Million Park and Recreational Facilities Bonds. The Bonds are being issued under the Town's two thirds bonds authority. A public hearing is required by Statute prior to adoption of the bond order authorizing the bonds. The order also directs the Town Clerk to publish notice of the adopted order.

Attachments

- Resolution Adopting Bond Order



The Town Council of the Town of Apex, North Carolina met in a regular meeting in the Council Chambers of the Town Hall located at 73 Hunter Street in Apex, North Carolina, the regular place of meeting, at 6:00 p.m. on April 21, 2020.

Present: Mayor Jacques Gilbert, presiding, and Council Members

Absent: Council Members

Also Present: _____

* * * * *

_____ announced that this was the hour and day fixed by the Town Council for the public hearing upon a bond order entitled "ORDER AUTHORIZING \$1,800,000 GENERAL OBLIGATION PARKS AND RECREATIONAL FACILITIES BONDS" and that the Town Council would immediately hear anyone who might wish to be heard on the questions of the validity of said bond order or the advisability of issuing said bonds.

A list of all persons making comments and a summary of such comments are attached as Exhibit A.

The public hearing was closed.

All statements and comments by participants of the public hearing were duly considered by the Town Council.

Thereupon, upon motion of Council Member _____, seconded by Council Member _____, the order introduced and adopted on first reading on April 7, 2020, entitled "ORDER AUTHORIZING \$1,800,000 GENERAL OBLIGATION PARKS AND RECREATIONAL FACILITIES BONDS" was read a second time and placed upon its final adoption. The vote upon the final adoption of said order was:

Ayes: _____

Noes: _____

The Town Clerk was thereupon directed to publish the aforementioned order, together with the appended statement as required by The Local Government Bond Act, as amended, once in The News and Observer.

* * * * *

I, Donna B. Hosch, MMC, NCCMC, Town Clerk of the Town of Apex, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of the Town Council of said Town at a regular meeting held on April 21, 2020, as it relates in any way to the holding of a public hearing and the adoption of the foregoing bond order authorizing general obligation bonds of said Town and that said proceedings are to be recorded in the minutes of said Town Council.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and the official seal of said Town this 21st day of April, 2020.

Town Clerk

[SEAL]

EXHIBIT A

[A list of any persons making comments and a summary of such comments to be attached. If no comments are made, please insert “None”.]

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for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: April 21, 2020

Item Details

Presenter(s): Shawn Purvis, Assistant Town Manager

Department(s): Administration

Requested Motion

Possible motion to approve General Fund appropriations to non-profit agencies providing a public service and the subsequent budget amendment

Approval Recommended?

Yes

Item Details

At the April 7 Town Council meeting, Council asked staff to reach out to the non-profit agencies the Town currently supports to see how they are faring during the pandemic, ask if they are in need of assistance, and prepare a budget amendment for Town Council to consider to support the agencies. Staff identified four non-profit agencies providing essential services and reached out to them – Western Wake Crisis Ministry, White Oak Foundation, Transitions Life Care, and SafeChild. After speaking with the agencies, the following list represents their identified needs and requests.

- **Western Wake Crisis Ministry – \$10,000;** Immediate needs are met, looking to establish a special COVID fund to assist families financially who are affected by the virus. Did not have a specific dollar amount request. Staff has used current year funding amount as a placeholder.
- **White Oak Foundation – \$5,200;** Identified a list of supplies to assist in continuing their efforts including loading and delivery equipment and supplies and PPE (\$2,200). Also inquired about funds for crisis intervention (\$3,000) and volunteer stipends (\$3,000). Staff did not include the stipend in recommended budget amendment.
- **Transitions Life Care – \$7,300;** Identified most urgent need is PPE for workers to provide services. Provided list of masks, gowns, face shields, and gloves.



- **SafeChild – \$4,000;** Identified immediate need as a mobile interview recording system to provide services during pandemic as well as after.

Attachments

- FY19-20 Budget Amendment No. 13





Town of Apex

FY 2019-2020 BUDGET ORDINANCE AMENDMENT NUMBER 13

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	\$26,500
Total	\$26,500

Section 2. Expenditures

Special Appropriations	
Western Wake Crisis Ministry	\$10,000
White Oak Foundation	\$5,200
Transitions Life Care	\$7,300
SafeChild	\$4,000
Total	\$26,500

Adopted this the 21st day of April, 2020.

Jacques K. Gilbert, Mayor

Attest:

Donna B. Hosch, Town Clerk