



AGENDA | REGULAR TOWN COUNCIL MEETING

June 08, 2021 at 6:00 PM

Council Chambers - Apex Town Hall, 73 Hunter Street

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

Town Council and Administration

Mayor: Jacques K. Gilbert | Mayor Pro Tem: Nicole L. Dozier

Council Members: Brett D. Gantt; Audra M. Killingsworth; Cheryl F. Stallings; Terry Mahaffey

Interim Town Manager: Ralph Clark | Assistant Town Managers: Shawn Purvis and Marty Stone

Town Clerk: Donna B. Hosch, MMC | Town Attorney: Laurie L. Hohe

COMMENCEMENT

Call to Order | Invocation | Pledge of Allegiance

PRESENTATIONS

[PR1](#) Jacques K. Gilbert, Mayor

Presentation of Juneteenth Proclamation

[PR2](#) Jacques K. Gilbert, Mayor

Presentation of Proclamation proclaiming June 2021 as LGBTQIA Month

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](#) Amanda Bunce, Current Planning Manager

Motion to approve the Statement of the Apex Town Council pursuant to G.S. 160D-605(a) addressing action on the Unified Development Ordinance (UDO) Amendments of May 25, 2021.

[CN2](#) Liz Loftin, Senior Planner

Motion to approve Statement of the Town Council and Ordinance for Rezoning Case #21CZ06, Jenks Road Office & Veterinary Hospital, Daniel Shultz, Peak 360, LLC, for the properties located at 7825 & 7809 Jenks Road.

[CN3](#) Eric Neumann, Electric Director

Motion to award Professional Service Agreements, and to authorize the Interim Town Manager to execute same for on call electrical engineering support with McGill LLC, Utility Electrical Consultants PC, and Utility Engineering, LLC for a period of 5 years.

[CN4](#) Dianne Khin, Director of Planning and Community Development

Motion to adopt a resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk and to adopt a Resolution Setting Date of Public Hearing for June 22, 2021 on the Question of Annexation - Apex Town Council's intent to annex Town of Apex (portion of Kings View Trail R-O-W) property containing 1.12 acres located along Kings View Trail at Recreation Drive and Old US 1 Highway, Annexation #712 into the Town's corporate limits.

[CN5](#) Shelly Mayo, Planner II

Motion to set the Public Hearing for the June 22, 2021 Town Council meeting regarding Rezoning Application #21CZ03 Willow Hills PUD Amendment. The applicant, Toll Southeast LP Company, Inc., seeks to rezone approximately 70.77 acres from Planned Unit Development - Conditional Zoning (PUD-CZ #18CZ28) to Planned Unit Development - Conditional Zoning (PUD-CZ).

The proposed rezoning is located at: 3417 Olive Chapel Rd.; 0 Willow Hills Dr.; 1400, 1406, 1411, 1412, 1418, 1419, 1425, 1426 Sierra Glen Cir.; and 0, 3400, 3406, 3407, 3413, 3414, 3420, 3426, 3432, 3438 Snowbed Ridge Dr.

[CN6](#) Shelly Mayo, Planner II

Motion to set the Public Hearing for the June 22, 2021 Town Council meeting regarding Rezoning Application #21CZ04 Williams Farm PUD. The applicant, Jessie Hardesty from the McAdams Co, seeks to rezone approximately 61.919 acres from Rural Residential (RR) to Planned Unit Development - Conditional Zoning (PUD-CZ). The proposed rezoning is located at 4525 Green Level West Road.

[CN7](#) Lauren Staudenmaier, Planner I

Motion to set Public Hearing for the June 22, 2021 Town Council meeting regarding Rezoning Application #21CZ10 Kelly Woods. The applicant, AMH Development, LLC, seeks to rezone approximately 19.424 acres located at 2300 & 2324 Kelly Road (PINs 0731254251 & 0731259148) from Rural Residential (RR) and Rural Agricultural (RA) to Medium Density Residential-Conditional Zoning (MD-CZ).

[CN8](#) Amanda Bunce, Current Planning Manager

Motion to set the Public Hearing for the June 22, 2021 Town Council meeting regarding various amendments to the Unified Development Ordinance.

- [CN9](#) Michael Deaton, P.E., Director
Motion to approve multi-year Master Service Agreements with multiple vendors (see list under Attachments).
- [CN10](#) Mary Beth Manville, Human Resources Director
Motion to adopt the FY22 Position Classification Plan and Pay Ranges.
- [CN11](#) Mary Beth Manville, Human Resources Director
Motion to approve extending the Town of Apex (TOA) Emergency Sick Leave and Quarantine Leave to September 30, 2021.
- [CN12](#) Craig Setzer, Interim Parks, Recreation and Cultural Resources Director
Motion to reappoint Renee Pfeifer as Chair and Alan Buck as Vice-Chair, and Michael Kanters and Lisa Esterrich as regular members on the Parks, Recreation, and Cultural Resources Commission
- [CN13](#) Vance Holloman, Finance Director
Motion to adopt a Resolution authorizing the Wake County Revenue Director to collect taxes on behalf of the Town of Apex
- [CN14](#) Megan Pendell, Sustainability Coordinator
Motion to appoint Bill Jensen as a new member on the Environmental Advisory Board (EAB).
- [CN15](#) Mayor Jacques K. Gilbert
Motion to appoint Assistant Town Manager Shawn Purvis as Interim Town Manager from June 18 until July 11
- [CN16](#) Mary Beth Manville, Human Resources Director
Motion to approve the Personnel Policy Updates to include the new Volunteer/Community Involvement Leave and increase the Tuition Reimbursement Policy amount to \$1,250.00.
- [CN17](#) Steve Adams, Real Estate & Public Utilities
Motion to approve abandonment of electric utility easement.
- [CN18](#) Colleen Merays, Downtown and Small Business Development Coordinator
Motion to amend the approved date of (June 5, 2021 & Rain Date of June 12, 2021) for the American Legion Spring Car show to add an additional Rain Date of (Saturday, June 19, 2021).

REGULAR MEETING AGENDA

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

PUBLIC FORUM

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

PUBLIC HEARINGS

[PH1](#) Dianne Khin, Director of Planning and Community Development

Public hearing and possible motion to adopt an Ordinance on the Question of Annexation - Apex Town Council's intent to annex HARP-BARR, LLC, Memphis & Maddox, LLC, Sweet Willie, LLC, William Douglas and Jean S. Poe, and Lennar Carolinas, LLC properties containing 157.234 acres located at 6401 Apex Barbecue Road and 1216 & 1330 South Salem Street, Annexation #706 into the Town's corporate limits.

[PH2](#) Lauren Staudenmaier, Planner I

Continued from the May 25, 2021 Town Council meeting.

Public Hearing and possible motion to approve Rezoning Application #21CZ05 Friendship Storage. The applicant, Terco Properties, seek to rezone approximately 9.08 acres located at 0 Friendship Road and 2109 Old US 1 Highway (PINs 0730193547 & 0730197850) from Rural Residential (RR) to Tech/Flex- Conditional Zoning (TF-CZ).

[PH3](#) Amanda Bunce, Current Planning Manager

This item has been withdrawn by the applicant so that it may be resubmitted as a conditional rezoning. Once resubmitted, this item will go through the full rezoning process again.

Public hearing and possible motion to approve a 2045 Land Use Map amendment and Rezoning Application #21RZ07 Herbert Street. The applicant, Lane Raw Land, LLC, seeks to amend the 2045 Land Use Map from Medium Density Residential to Office Employment/Commercial Services and rezone approximately 0.27 acres located at 0 Herbert Street (PIN 0741397109) from Medium Density Residential (MD) to Neighborhood Business (B1).

[PH4](#) Jenna Shouse, Long Range Planner II

Public Hearing and possible motion regarding amendments to the Unified Development Ordinance to establish electric vehicle parking requirements.

[PH5](#) Michael Deaton, Water Resources Director

Public Hearing to receive citizen input on the proposed Stormwater Utility Fee set to go in effect on January 1, 2022.

OLD BUSINESS

UNFINISHED BUSINESS

NEW BUSINESS

- [NB1](#) Tom Colwell, Chair of Apex Public Art Committee
Possible motion to approve the Unity Mural project and location
- [NB2](#) Colleen Merays, Downtown & Small Business Development Coordinator
Possible Motion to approve the Special Event Permit requests and Town Sponsorship requests for Apex Juneteenth Celebration and Apex Pride Month Celebration
- [NB3](#) Shawn Purvis, Assistant Town Manager
Possible motion to adopt the FY2021-2022 Annual Budget Ordinance and FY2021-2022 Fee Schedule
- [NB4](#) Shawn Purvis, Assistant Town Manager
Possible motion to adopt the FY2021-2022/2024-2025 Capital Improvement Plan and associated capital project ordinances
- [NB5](#) Audra Killingsworth, Council Member
Discussion and possible motion to approve a Non-Discrimination Ordinance
- [NB6](#) Mayor Jacques K. Gilbert
Discussion and possible motion to cancel the regularly scheduled July 13 Town Council Meeting.

UPDATES BY TOWN MANAGER

- [TM1](#) Ralph Clark, Interim Town Manager
Updates on Town operations by Interim Town Manager Ralph Clark

CLOSED SESSION

WORK SESSION

- [WS1](#) Dianne Khin, Director of Planning and Community Development
Conduct discussion regarding possible changes to Special Use Permit procedures and site plan requirements and procedures to remove the need for quasi-judicial public hearings (QJPH) at Town Council.

ADJOURNMENT

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: May 25, 2021

Item Details

Presenter(s): Jacques K. Gilbert, Mayor

Department(s): Governing Body

Requested Motion

Presentation of Juneteenth Proclamation

Approval Recommended?

N/A

Item Details

N/A

Attachments

- Proclamation



Town of Apex, North Carolina

Proclamation

from the Office of the Mayor

JUNETEENTH

WHEREAS, our country is made up of people from every nation, who are declared equal not only in freedom, but also in justice, both of which are essential for health human civilization; and

WHEREAS, our nation was conceived on July 4th, 1776 with the Declaration of Independence, the classic statement being: "We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty, and the pursuit of Happiness;" and

WHEREAS, using his war powers as President, Abraham Lincoln signed the Emancipation Proclamation, providing that all persons held as enslaved within any State or designated part of a State "shall be then, thenceforward, and forever free," and

WHEREAS, Juneteenth, also known as Freedom Day, is a worldwide celebration which commemorates the end of slavery in the United States of America; and

WHEREAS, on June 19th, 1865, Union soldiers led by Major General Gordon Granger arrived in Galveston, Texas, to enforce the Emancipation Proclamation – signed by President Lincoln over two and a half years prior on September 22, 1862 – and to free all remaining enslaved people in the state of Texas; and

WHEREAS, initially a regional celebration popular in Texas and neighboring states brought remaining family members together who had resettled after June 19th, 1865, Juneteenth grew to become a national event during which African American communities gathered to share in the spirit of the day featuring outdoor activities, food, and prayer services; and

WHEREAS, Juneteenth celebrations declined in the early 20th century, the result of educational focus which emphasized the Emancipation Proclamation, shifts in the workforce due to the Great Depression, and the popularity of the July 4th holiday; and

WHEREAS, the Civil Rights Movement spurred a resurgence of Juneteenth, leading to the state of Texas declaring it an official state holiday in 1980, and continued to grow as an important national and local celebration of African American freedom, culture, and achievement; and

WHEREAS, the residents, businesses, and government institutions of the Town of Apex, North Carolina are firmly committed to celebrating and promoting diversity, inclusion, and cultural traditions of our Town's communities; and

WHEREAS, since June 2020 the Town of Apex has declared Juneteenth as an official Town holiday and day of observance; and

WHEREAS, on Saturday, June 19th, the Town of Apex will observe and mark this important historical event and encourage all of Apex to celebrate this important event that promotes equity, respect, and understanding between people of all backgrounds and cultures.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of the Town of Apex, do hereby recognize and commemorate Juneteenth in the Town of Apex and call upon all citizens to celebrate and explore this important celebration of African American culture, history, freedom, and pride.

IN WITNESS THEREOF, I have hereunto set my hand
and caused the Seal of the Town of Apex, North Carolina
to be affixed this the 8th day of June 2021

Jacques K. Gilbert, Mayor

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: June 8, 2021

Item Details

Presenter(s): Jacques K. Gilbert, Mayor

Department(s): Governing Body

Requested Motion

Presentation of Proclamation proclaiming June 2021 as LGBTQIA Month

Approval Recommended?

N/A

Item Details

N/A

Attachments

- Proclamation



Town of Apex, North Carolina

Proclamation

from the Office of the Mayor

LGBTQIA Pride Month 2021

WHEREAS, individuals who identify as Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, or Asexual celebrate Pride Month or LGBTQIA Pride Month, and it is celebrated Nationwide each year in the month of June; and

WHEREAS, this month was chosen to commemorate the events that took place 51 years ago at the Stonewall Inn in Manhattan, New York, on June 28, 1969, and is often viewed as the beginning of the modern LGBTQIA rights movement; and

WHEREAS, it is important during this month to take the time to reflect on the LGBTQIA rights movement, including the intersectionality and inclusiveness of all races, ethnicities, ages, and genders; and

WHEREAS, LGBTQIA people in the United States, the State of North Carolina, and the Town of Apex have made and continue to make vital contributions to the world in many ways; and

WHEREAS, LGBTQIA Americans have achieved significant milestones, ensuring that future generations of people in the United States will enjoy a more just society; and

WHEREAS, despite extraordinary progress, LGBTQIA Americans still face discrimination; and

WHEREAS, the State of North Carolina and the Town of Apex stand with the LGBTQIA community in the struggle to ensure equal treatment for all, and to advocate for LGBTQIA rights as human rights; and

WHEREAS, the Town of Apex will continue to advocate for protections for all LGBTQIA individuals to make our Town a place where all people, regardless of their sexual orientation, gender identity, or gender expression, are treated with dignity and respect; and

WHEREAS, the Town of Apex proclaims June 2021 as LGBTQIA Pride Month to recognize the contributions and struggles of peoples that identify as such.

NOW, THEREFORE, let it be resolved that the Town of Apex recognizes June 2021 as LGBTQIA Pride Month.

IN WITNESS THEREOF, I have hereunto set my hand
and caused the Seal of the Town of Apex, North Carolina
to be affixed this the 8th day of June 2021



Jacques K. Gilbert, Mayor

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 8, 2021

Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning and Community Development

Requested Motion

Motion to approve the Statement of the Apex Town Council pursuant to G.S. 160D-605(a) addressing action on the Unified Development Ordinance (UDO) Amendments of May 25, 2021.

Approval Recommended?

The Planning and Community Development Department recommends approval.

Item Details

Attachments

- Statement of Town Council



STATEMENT OF THE APEX TOWN COUNCIL PURSUANT TO G.S. 160D-605(a) ADDRESSING ACTION ON THE UNIFIED DEVELOPMENT ORDINANCE (UDO) AMENDMENT OF MAY 25, 2021

Pursuant to G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, the Director of Planning and Community Development for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting), of a public hearing on UDO Amendments before the Town Council on the 25th day of May 2021.

The Apex Town Council held a public hearing on the 25th day of May 2021. Amanda Bunce, Current Planning Manager, presented the Planning Board's vote to recommend approval by a vote of 8-0 at the public hearing.

All persons who desired to present information relevant to the UDO Amendments and who were residents of Apex or its extraterritorial jurisdiction were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away.

The Town Council, on the 25th day of May 2021 by a vote of 5 to 0, approved the Ordinance for UDO Amendments.

The Apex Town Council finds from information and testimony provided at the public hearing that the approval of the various UDO Amendments of May 25, 2021 is consistent with *Advance Apex: The 2045 Plan* for the following reason(s):

1. The amendments to UDO Secs. 2.2.7 *Neighborhood Meeting* and 2.2.11.E *Public Notification* provides applicants the option of holding in-person or virtual neighborhood meetings, increases the notice timeframe for neighborhood meetings to 14 days to allow neighbors time to make arrangements to attend such meetings, and adds a requirement that written notice be sent to tenants in accordance to the same standards applicable to property owners to ensure more residents are aware of certain development applications.
2. The amendments to UDO Secs. 8.6.2 *Lighting Plan* and 8.6.3 *Illumination Standards* set a maximum correlated color temperature of 3,500 Kelvin for lamps used in exterior lighting with the exception of athletic field lighting in order to improve the appearance and reduce the effect of outdoor lighting on surrounding areas.
3. The amendment to UDO Sec. 2.2.18 *Public Hearing Procedures* in order to remove subsection 2.2.18.E *Successive Applications* so that there is no longer a one-year waiting period from the date of denial to resubmit an application that is not materially different from the prior application.

Jacques K. Gilbert
Mayor

ATTEST:

Donna B. Hosch, MMC, NCCMC
Town Clerk

Date

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 8, 2021

Item Details

Presenter(s): Liz Loftin, Senior Planner

Department(s): Planning and Community Development

Requested Motion

Motion to approve Statement of the Town Council and Ordinance for Rezoning Case #21CZ06, Jenks Road Office & Veterinary Hospital, Daniel Shultz, Peak 360, LLC, for the properties located at 7825 & 7809 Jenks Road.

Approval Recommended?

Planning and Community Development Department recommends approval.

Item Details

Rezoning Case #21CZ06 Jenks Road Office & Veterinary Hospital was approved at the May 25, 2021 Town Council meeting.

Attachments

- Statement of the Town Council & Ordinance to Amend the Official Zoning District Map
- Legal Description
- Public Comment Emails



**ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 6.69 ACRES LOCATED AT 7825 & 7809 JENKS ROAD FROM RURAL RESIDENTIAL (RR) TO NEIGHBORHOOD BUSINESS-CONDITIONAL ZONING (B1-CZ)
#21CZ06**

WHEREAS, Daniel Shultz, Peak 360, LLC, applicant (the “Applicant”), submitted a completed application for a conditional zoning on the 1st day of March 2021 (the “Application”). The proposed conditional zoning is designated #21CZ06;

WHEREAS, the Director of Planning and Community Development for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting) of a public hearing on #21CZ06 before the Planning Board on the 10th day of May 2021;

WHEREAS, the Apex Planning Board held a public hearing on the 10th day of May 2021, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #21CZ06. A motion was made by the Apex Planning Board to recommend approval; the motion passed unanimously for the application for #21CZ06;

WHEREAS, pursuant to N.C.G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, the Director of Planning and Community Development caused proper notice to be given (by publication and posting), of a public hearing on #21CZ06 before the Apex Town Council on the 25th day of May 2021;

WHEREAS, the Apex Town Council held a public hearing on the 25th day of May 2021. Liz Loftin, Senior Planner, presented the Planning Board's recommendation at the public hearing;

WHEREAS, all persons who desired to present information relevant to the application for #21CZ06 and who were residents of Apex or its extraterritorial jurisdiction, or who owned property adjoining the property for which the conditional zoning is sought, were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is consistent with the 2045 Land Use Plan and other adopted plans in that: The 2045 Land Use Map designates this area as Mixed Use: High Density Residential/Office Employment/Commercial Services. This designation on the 2045 Land Use Map includes the zoning district Neighborhood Business-Conditional Zoning (B1-CZ) and the Apex Town Council has further considered that the proposed rezoning to Neighborhood Business-Conditional Zoning (B1-CZ) will maintain the character and appearance of the area and provide the flexibility to accommodate the growth in population, economy, and infrastructure consistent with that contemplated by the 2045 Land Use Map;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is reasonable and in the public interest in that: it will provide an opportunity for non-residential uses to serve the surrounding area. It will also encourage compatible development of the property, increase the tax base and accommodate the growth in population, economy, and infrastructure consistent with that contemplated by the 2045 Land Use Map; and

WHEREAS, the Apex Town Council by a vote of 5 and 0 approved Application #21CZ06 rezoning the subject tract located at 7825 & 7809 Jenks Road from Rural Residential (RR) to Neighborhood Business-Conditional Zoning (B1-CZ).

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF APEX

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

Ordinance Amending the Official Zoning District Map #21CZ06

Section 2: The Town of Apex Unified Development Ordinance, including the Town of Apex North Carolina Official Zoning District Map which is a part of said Ordinance, is hereby amended by changing the zoning classification of the “Rezoned Lands” from Rural Residential to Neighborhood Business-Conditional Zoning (B1-CZ) District, subject to the conditions stated herein.

Section 3: The Director of Planning and Community Development is hereby authorized and directed to cause the said Official Zoning District Map for the Town of Apex, North Carolina, to be physically revised and amended to reflect the zoning changes ordained by this Ordinance.

Section 4: The “Rezoned Lands” are subject to all of the following conditions which are imposed as part of this rezoning:

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

- | | |
|----------------------------------------|-----------------------------------|
| 1. Day care facility | 16. Floral shop |
| 2. Drop-in or short term day care | 17. Greenhouse or nursery, retail |
| 3. Veterinary clinic or hospital | 18. Grocery, specialty |
| 4. Vocational school | 19. Health/fitness center or spa |
| 5. Utility, minor | 20. Newsstand or gift shop |
| 6. Botanical garden | 21. Personal services |
| 7. Entertainment-indoor | 22. Printing and copying services |
| 8. Greenway | 23. Real estate sales |
| 9. Park, active | 24. Retail sales, general |
| 10. Park, passive | 25. Studio for art |
| 11. Youth or day camps | 26. Tailor shop |
| 12. Medical or dental office or clinic | 27. Upholstery shop |
| 13. Barber and beauty shop | 28. Pet Services |
| 14. Book Store | 29. Microbrewery |
| 15. Financial institution | |

Zoning Conditions:

1. Per the Environmental Advisory Board, the site shall meet the following conditions
 - a) Two pet waste stations shall be installed on the property (one near the existing pond and one near the proposed SCM).
 - b) Evaluation for possible landscaping installation around the existing pond.
2. EIFS or synthetic stucco shall not be used in the first forty inches (40”) above grade.
3. The building exterior shall have more than one material color.
4. The main entrance to the building shall be emphasized.
5. Only full cut-off lighting fixtures and fixtures with external house-side shields shall be allowed where non-residential properties are adjacent to residential properties.
6. The existing pond onsite shall be retained if engineering studies confirm the dam is structurally sound and meets all regulatory requirements.
7. Developer shall provide public vehicular and pedestrian access between Haybeck Lane and Jenks Road, with construction of a public street extension and/or private driveway connection within a public access easement.

Ordinance Amending the Official Zoning District Map #21CZ06

8. The parcels shall be served exclusively by a single full movement intersection at Jenks Road. The intersection shall aligned with White Oak Grove Way, and the developer shall provide a westbound left turn lane on Jenks Road subject to approval by the Town of Apex and NCDOT. The full movement intersection shall be the only point access added to Jenks Road.
9. A 30' Type 'B' landscape buffer shall be provided along the property frontage on Sunset Meadows Drive.
10. An 8' wood screen fence shall be installed along the N/F Reder property (PIN 0722-88-9451) in addition to the 20' Type 'B' buffer required by the UDO. Where a fence is not installed, a 30' Type 'B' buffer shall be provided. The fence shall be installed from the southeast corner of the N/F Hobbs property (PIN 0722-88-6419) along the common property line with the N/F Reder property to the southeast corner of the N/F McMains property (PIN 0722-88-8770).
The fence may meander through the buffer to avoid the removal of existing vegetation as identified during the Minor Site Plan and Construction Document review process.
11. Sidewalk will not be constructed along the property frontage of Sunset Meadows Drive.
12. All non-residential buildings shall provide a solar conduit for the future installation of rooftop solar panels

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

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

Motion by Council Member _____

Seconded by Council Member _____

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

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

This the ____ day of _____ 2021.

TOWN OF APEX

Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: #21CZ06

Submittal Date: March 1, 2021

Insert legal description below.

For legal descriptions, please refer to the following deeds and/or plats:

Worth McMains 0722-88-8770

- Deed Book 02675, Deed Page 0532

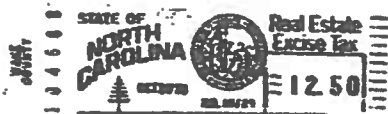
- LESS AND EXCEPT the 0.074 acres recorded in DB 6613 Pg 569

Ronalds Hobbs 0722-88-6419

- Deed Book 02817, Deed Page 0358

"Attachment A"

Exhibit A



USE 2675 USE 532

FILED

BOOK PAGE

OCT 30 3 22 PM '78

R. B. MCKENZIE, JR.
REGISTER OF DEEDS
WAKE COUNTY, N. C.

1250

Rebate Tax

Recording Time, Book and Page

Taxpayer I. D. out of 72527 Parcel Identifier No. _____
Verified by _____ County on the _____ day of _____, 78
by _____

Mall after recording to Railley, Dixon, Wooten, McDonald & Fountain
P. O. Box 2246, Raleigh, NC 27602
This instrument was prepared by Willis R. Casey, Jr.

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 30th day of October, 78, by and between

GRANTOR

Warren T. Tunstall and wife,
Doris C. Tunstall

GRANTEE

Worth W. McMains and wife,
Carey M. McMains
*7221 Beatty Circle
Raleigh, NC*

Enter in appropriate block for each party's name, address, and, if appropriate, character of entity, e.g., corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in White Oak Township, Wake County, North Carolina and more particularly described as follows:

BEGINNING at a point on the south side of Jenks Road (S.R. #1601), said point being South 01°34'17" West 35.31 feet from the center line of said road, and being the northwest corner of O. S. Goodwin; thence continuing along Goodwin's line South 01°34'17" West 188.69 feet to a new iron pipe; thence along the same line 196.33 feet to a new iron pipe; thence along the same line 222.40 feet to a new iron pipe; thence North 88°25'43" West 193.00 feet to a Hickory; thence North 31°42'09" West 177.91 feet to an existing iron pipe; thence along the same line 150 feet to an existing iron pipe on the south side of Jenks Road; thence along the same line 31.46 feet to the center line of Jenks Road; thence along said center line of Jenks Road the following courses and distances: North 39°57'46" East 75.05 feet to a point; North 42°23'22" East 100 feet to a point; North 48°33'15" East 100.00 feet to a point; North 54°53'07" East 100.00 feet to a point; North 57°33'51" East 29.31 feet to a point; North 59°04'17" East 70.70 feet to a PK nail; North 59°45'17" East 48.21 feet to a new PK nail, the point and place of BEGINNING, containing 3.768 acres, including the right of way, according to a survey entitled "Property of Worth W. McMains and wife, Carey M. McMains", prepared by Darward W. Baker, RLS, dated October 5, 1978.



BOOK 2817 PAGE 358
PRESENTED
FOR
REGISTRATION

MAR 25 10 19 AM '80

R.A. HICKMAN, JR.
REGISTER OF DEEDS
WAKE COUNTY, N.C.

State Tax \$17.00

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. 104760
Verified by _____ County on the _____ day of _____, 19____
by _____

Mail after recording to Holloman and Stan, P.O. Drawer H
Apex, N.C.

This instrument was prepared by Holloman and Stan

Brief description for the Index 3.00 acres - Jenks Road

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 24th day of March, 1980, by and between

GRANTOR

GRANTEE

Richard Gordon Bunn and wife,
Zora Elizabeth Bunn

Ronald Scott Hobbs and wife,
Janet E. Hobbs
Rt. 2, 701 Treloarway Lane
Apex, N.C. 27502

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of _____, White Oak _____ Township,

Wake _____ County, North Carolina and more particularly described as follows:

BEGINNING at an iron pipe on the southside of State Road #1601 (Jenks Rd.) approximately 400 feet southwest of it's intersection with SR 1782 thence along Tunstall's line South 31 degrees 42 minutes 09 seconds East 150 feet to an iron pin, thence continuing along the same line 177.91 feet to a hickory, northwest corner of O. S. Goodwin, thence along Goodwin's line South 04 degrees 34 minutes 17 seconds West 167.01 feet to an iron pin, northeast corner of W. C. Mann, thence along Mann's line North 87 degrees 24 minutes 09 seconds West 226.55 feet to an iron pin, thence along the same line 204.97 feet to an iron pin, thence along the same line 91.47 feet to an iron pin on the south side of State Road #1601, thence along said road North 40 degrees 45 minutes 10 seconds East 536.75 feet to the point and place of beginning containing 3.00 acres according to a survey entitled "Property of Richard Gordon Bunn and wife, Zora Elizabeth Bunn," prepared by Derward W. Baker, Registered Land Surveyor, dated May 3, 1978., and recorded in Book of Maps 1980, Page 196., Wake County Registry.

Liz Loftin

From: Amanda Bunce
Sent: Thursday, May 20, 2021 9:44 AM
To: Liz Loftin; Jeff Roach
Subject: FW: future proposed development (animal hospital) on the corner of Jenks Rd and Sunset Meadows Dr.

Please see this comment for Tuesday's public hearing.

From: Vinny Neumann (vneumann) <vneumann@cisco.com>
Sent: Thursday, May 20, 2021 9:27 AM
To: Public Hearing <public.hearing@apexnc.org>
Subject: future proposed development (animal hospital) on the corner of Jenks Rd and Sunset Meadows Dr.

Notice: This message is from an external sender.

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Hello,

My name is Vincent Neumann and I live on Sunset Meadows Drive in Apex and would like to comment on the future proposed development (animal hospital) on the corner of Jenks Rd and Sunset Meadows Dr.

- I have concerns over the dog barking noise that residents on our street will surely hear at all hours of the day and night. I would like to see a deeper tree buffer to hopefully reduce this issue. I would like to request that the establishment not be open 24x7 as that will mean constant disturbances to the residents on Sunset Meadows Dr.
- I would also like to see a fence around the whole property to reduce the chances that dogs will escape and confront residences walking on Sunset Meadows Dr.
- I was also told that they may install a sidewalk partially down Sunset Meadows Dr. That will not only detract from the street's appearance, but will serve no purpose as nobody else has a sidewalk on Sunset Meadows Dr.

Thank you for listening to my concerns.

Vincent Neumann
1057 Sunset Meadows Dr Apex, NC 27523

Work: (919) 392-3939 Mobile: (919) 522-4922

Liz Loftin

From: Amanda Bunce
Sent: Monday, May 24, 2021 8:13 AM
To: Liz Loftin
Cc: Jeff Roach
Subject: FW: Upcoming Town Council Meeting Comment for Property Addresses: 7825 & 7809 Jenks Road

For tomorrow's Town Council meeting

From: The Wolfgangs <thewolfgangfamily@gmail.com>
Sent: Sunday, May 23, 2021 8:35 PM
To: Public Hearing <public.hearing@apexnc.org>
Subject: Upcoming Town Council Meeting Comment for Property Addresses: 7825 & 7809 Jenks Road

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Hi,

This message is being sent from Merle and Mike Wolfgang, both residing at 1049 Sunset Meadows Dr. in Apex. We would like to express our concerns around the proposed 24x7 Vet office to be built on the corner of Sunset Meadows and Jenks. I believe we share the same concerns as most, if not all, the neighbors on Sunset Meadows. We purchased our property in this neighborhood because it was a quiet, safe, self contained small neighborhood community. A commercial property, especially one operating 24x7, brings many concerns. I'd like to name a few. We are concerned about the safety of our neighbors and their children as a result of the additional traffic that will be drawn to our neighborhood. We are concerned about the noise levels, bright parking lot lights and car lights that a 24x7 commercial property at the entry of our neighborhood will bring. We are concerned about an increase in traffic and danger on what is currently a quiet, safe, low traffic road. In all honesty, we do not want a commercial property at the end of our residential neighborhood, however, if there is no way around it we are hoping at the very least there will be a very secure, substantial size fence in conjunction with a dense border of shrubbery. This would help to increase safety while helping to decrease noise and lights. One last item I'd like to address is the mention of a partial sidewalk on Sunset Meadows which is yet another concern for our community. I can't think of any benefit a partial sidewalk would provide to anyone. In closing I'd like to say we really do appreciate the opportunity to have our voices heard. We sincerely hope the town will take into consideration the concerns that have been expressed and take appropriate actions to remedy some, if not all, knowing it is less than desirable to have a commercial property at the entrance of our community.

Thank you,

Merle and Mike Wolfgang

Liz Loftin

From: Amanda Bunce
Sent: Monday, May 24, 2021 8:15 AM
To: Liz Loftin
Cc: Jeff Roach
Subject: FW: May 25 Agenda CA # 21CZ06

Another email for Town Council tomorrow.

From: Meghann Reder <meghann.reder@gmail.com>
Sent: Sunday, May 23, 2021 9:37 PM
To: Public Hearing <public.hearing@apexnc.org>
Cc: Christopher Reder <redercj@gmail.com>
Subject: May 25 Agenda CA # 21CZ06

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If this Jenks Road rezoning passes, two actions must be taken by the Town Council:

1. **24 HOUR BUSINESS:** The applicants run another vet hospital, Quartet, off Carpenter Fire Station Road in Cary. It is 6.8 miles from this location. It is therefore reasonable to conceive that they would be able to refer emergency cases to themselves at their already in existence 24 hr location. Therefore, the Town should put a condition on the zoning that this business can only operate from 7 am to 7 pm. Those hours are adequate to run a "rehab hospital". This rezoning should not make Jenks Road the district of 24 hour businesses. Even Beaver Creek Commons and its many businesses are not open 24 hours a day! No one living anywhere near this place wants a 24 hour business no matter how little the applicants claim the "foot traffic" will be.

2. **Fencing:** The properties adjoining this rezoning in addition to the entire community that resides along Sunset Meadows Drive wants an eight foot tall wood fence constructed to serve as a physical barrier to the business that will be operating on this rezoned land. First, the fence is a physical barrier to improperly secured dogs from this "rehab hospital". I do not want dogs from this business coming onto my adjoining property where they can bite/attack/maul my children who routinely play outdoors. It is unacceptable for me and my family to live with these daily concerns. Additionally, customers from this business or unaffiliated people with mal intent (sexual predators, criminals) that park in the unattended parking lot should not have easy access to our children and properties. Therefore, the applicants should be required to run a fence along the property line that borders our homes along Sunset Meadows Dr. That would be a fence along the Meech/Reder properties until the Reder property terminates on Sunset Meadows Dr. This fencing would also be a barrier to the flood of exterior lighting, from parking lot lighting, car lights, that will now cast onto our neighborhood. Also the fencing will contain some of the noises (car doors, ignitions, people, barking dogs) that goes along with this sort of business. Remember, we chose to live here for the RR zoning, not for living with an "animal rehab hospital".

Please help us feel safe in our community by approving these conditions to the rezoning.

Meghann Reder
1028 Sunset Meadows Drive

Liz Loftin

From: Amanda Bunce
Sent: Monday, May 24, 2021 9:35 AM
To: Liz Loftin
Cc: Jeff Roach
Subject: FW: Property at 7825 & 7809 Jenks Road; 6.69 acres; PINs 0722886419 & 0722888770

Another comment for public hearing tomorrow night.

From: Mark Meech <marktheshark6@yahoo.com>
Sent: Monday, May 24, 2021 9:30 AM
To: Public Hearing <public.hearing@apexnc.org>
Subject: Property at 7825 & 7809 Jenks Road; 6.69 acres; PINs 0722886419 & 0722888770

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My name is Mark Meech and I live at 1040 Sunset Meadows Drive, Apex, NC. My property abuts the south side of the two parcels of the applicant Daniel Shultz, Peak 360, LLC.

I would like to voice my concern regarding the need for the installation of an opaque fence by the applicant.

I have lived on this property for 25 years. I have dealt with several attempts to develop the ~ 100 acres behind our property and the zoning issues that came along with those proposals. The current Westford development benefitted from the Town of Apex allowing a change to the current 20' buffers from previous 50' buffers. The proposed facility by Daniel Shultz will obviously have a 20' buffer on the applicant's property. My property is not included in the buffer.

My six children grew up on this property in relative privacy until Westford was developed. I now have several grandchildren ranging in ages from 2 - 8 years of age. They live nearby and are constantly at my house. It is imperative that the applicant install an opaque fence (at least 6' tall) to prevent any animals from getting loose onto my property. The back two acres abutting the applicant's property have been used by the children for athletic, academic, and scientific events, as well as just plain recreation. We also walk our small dogs on this property. Previous tenants of the rental property had large, unchained dogs that would roam our property at times, creating stressful situations for our family while we were in the yard. Our small dogs had to be protected from these loose dogs. The applicant's animals need to be kept in a fence that never allows them to get loose on my property with my small grandchildren around. Disoriented animals in unfamiliar surroundings have strayed around all parts of our property. I do not need to address the liability issues involved here.

Thank you for your time.

Regards,
Mark Meech

Liz Loftin

From: Amanda Bunce
Sent: Monday, May 24, 2021 10:24 AM
To: Liz Loftin
Cc: Jeff Roach
Subject: FW: Jenks Road Office/Vet Clinic

Another email

From: Ryan Carfley <rmc@personifysearch.com>
Sent: Monday, May 24, 2021 10:20 AM
To: Public Hearing <public.hearing@apexnc.org>
Subject: Jenks Road Office/Vet Clinic

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Hi,

As a resident of 1017 Sunset Meadows drive, I am writing to express my strong concerns around the upcoming rezoning and subsequent Vet/Office project to follow.

Having lived at 1017 Sunset Meadows Drive for the last ten years we have seen significant changes to the family friendly, peaceful neighborhood we once enjoyed. During the course of the last few meetings regarding this project, the suggested lighting, perimeter fencing and security do not seem appropriate given the potential project being discussed.

The first concern I have comes with the lack of fencing around the entire perimeter of the facility. I do not believe it is reasonable (or safe) to introduce any business that will be operating 24/7 without a significant barrier to separate the business from the residential community. For starters, it is completely unreasonable to think "all dogs must be kept on a leash" provides enough security to my daughter should an animal get off the leash. In addition to the child safety issue, not providing an adequate barrier between the residential community and the vet clinic also presents a safety concern. 24/7-foot traffic without a clear indication you have "ventured" into private property seems incredibly inappropriate and unsafe as it relates to the residents of Sunset Meadows Drive.

The second item that is particularly troubling comes by way of preserving the peaceful nature of the neighborhood you are entering. "Mixed use" implies that an adequate level of reasonability will be in place as relates to integrating commercial and residential projects. The thought that there will be commercial lighting all night, coupled with the constant noise from the dogs barking and patrons coming on and off site does not portray the integrated/blended feel of "mixed use."

I believe the residents on our street are reasonable as it relates to change, however, it is very troubling to think that as you bring this change that there isn't careful consideration made to protect our residents (taxpayers).

I am happy to discuss this live should the need present itself.

-Ryan

--



Ryan Carfley

President, CEO

Personify



[800-875-6188 x113](tel:800-875-6188)



rmc@personifysearch.com



www.personifysearch.com



416 S Dawson St, Raleigh, NC 27601



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Liz Loftin

From: Amanda Bunce
Sent: Monday, May 24, 2021 10:37 AM
To: Liz Loftin; Jeff Roach
Subject: FW: Jenks Road Office/Vet Hospital - zoning conditions

Another email.

From: w.s.winstonsarah <w.s.winstonsarah@gmail.com>
Sent: Monday, May 24, 2021 10:35 AM
To: Public Hearing <public.hearing@apexnc.org>
Subject: Jenks Road Office/Vet Hospital - zoning conditions

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Hello

My name is Winston Penley and I live at 1013 Sunset Meadows Dr, Apex, NC 27523.

I'm emailing in regards to the development across from our home.

From what I understand from Roach, in my opinion there is still inadequate addressing of issues.

Fencing as I believe it should come down Sunset Meadows and then to the Reder's property as well on the backside of the property.

I'm completely opposed to having a sidewalk on his side as all this is going to do is create more foot traffic down sunset Meadows as it already is increasing from the amount of homes that are being developed now.

Lighting is going to be an issue as well as there's already extremely amount of light pollution as compared as when we bought the property in 2013 if we have no say so on the lighting which it doesn't look as if we do it needs to be strategically placed where it does not interfere with the quality of night life for the three homes in question. (Penley, Carfley, Reder)

I'm definitely opposed to a brewery. I would love for this to be taken off for the simple fact this will cause a huge impact on quality of life. Have any of you not been around a brewery lately have you not seen the amount of traffic and people that are there? This in itself will cause a whole list of other issues and safety concerns.

As I stated before to me this just seems like a forewarning of what's to come and we have no say so and it's a shame we purchased this place to get away from the type of environment that is coming to us and I do not think our request are too much for you, you have to understand you are impacting our quality of life not your own.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 08, 2021

Item Details

Presenter(s): Eric Neumann, Electric Director

Department(s): Electric

Requested Motion

Motion to award Professional Service Agreements, and to authorize the Interim Town Manager to execute same for on call electrical engineering support with McGill LLC, Utility Electrical Consultants PC, and Utility Engineering, LLC for a period of 5 years.

Approval Recommended?

Yes

Item Details

The Electric Department has need for professional services to provide technical expertise in the area of distribution system design, substation design and maintenance, distribution protection and control and general system analysis. Our present contract runs out June 31st, 2021 and we are looking to secure con-call services for the next 5 years.

Attachments

- Professional Services General Agreement Utility Engineering
- Professional Services General Agreement Utility Electrical Consultants PC
- Professional Services General Agreement McGill



STATE OF NORTH CAROLINA

Contract Identification # _____

COUNTY OF WAKE

**GENERAL PROFESSIONAL
SERVICES AGREEMENT FOR
ARCHITECTURAL, ENGINEERING,
AND SURVEYING SERVICES**

THIS GENERAL PROFESSIONAL SERVICES AGREEMENT FOR ARCHITECTURAL, ENGINEERING, AND SURVEYING SERVICES is entered into this the ____ day of _____, 2021, by and between, Utility Engineering LLC, a North Carolina Corporation with its principal business offices located at 1824 Yamacraw Drive, Knightdale, NC 27545 (the “Professional”), and the Town of Apex, a municipal corporation of the State of North Carolina, (the “Town”). Town and Professional may collectively be referred to as “Parties” hereinafter.

WITNESSETH:

WHEREAS, Town is engaged in the operation of an electric utility, which from time to time requires the installation , maintenance, repair, upgrade, servicing, removal, testing and inspection of underground and above ground electrical lines and poles, as well as other projects related to electric utilities; 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, Professional 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, pursuant to N.C.G.S. 143-64.31, it is the public policy of the State of North Carolina that municipalities announce all requirements for architectural, engineering, and surveying services, and select firms qualified on the basis of demonstrated competence and qualifications, and negotiate contracts for services at a fair and reasonable fee with the best qualified firm unless a written exemption is obtained in accordance with N.C.G.S. 143-64.32; and

WHEREAS, the Parties contemplate that, if and only if exempted in accordance with N.C.G.S. 143-64.32, the services of the Professional will be performed in various stages in accordance with Task Orders submitted by the Professional followed by separate authorizations to be issued by the Town, and the Parties desire to set forth the basic terms of their agreement in this General Professional Services Agreement for Architectural, Engineering, and Surveying Services rather than in the separate authorizations issued by the Town; and

WHEREAS, the Parties agree that this Agreement shall apply only upon issuance of a written exemption in accordance with N.C.G.S. 143-64.32, is non-exclusive, and does not require or commit the Professional to being available to perform services until a Task Order is submitted, and does not preclude the Town from hiring other vendors or professionals 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. REQUEST FOR TASK ORDER.

Professional is qualified and able and hereby agrees to provide the following specific on-call services for the Town: Electric distribution system design, Substation design and maintenance, Distribution system protection and controls, Distribution system analysis. As the need for professional services contemplated by this Agreement arise, the Town will obtain a written exemption as noted above and request a Task Order for said services from Professional which shall describe the scope of work, specifications, estimated schedule and the Town's requirements. If the Professional employs the qualified personnel that meet the Town's requirements to perform the requested services, Professional shall submit to the Town within the time specified a written Task Order describing the necessary architectural, engineering, technical and/or other services, guidance, opinions and advice to be provided. The Task Order shall set forth in general terms the Professional's recommendations to carry out the work. Professional shall list the background and experience of Professional's personnel to be assigned to the project as requested by Town. The Task Order shall contain a fee schedule setting forth the fees for the services of the various categories of personnel to be assigned to the Town's project.

In the event of a conflict between the terms of a Task Order and this Agreement, this Agreement shall control.

2. ACCEPTANCE OF TASK ORDER.

The Town and the Professional contemplate certain discussions, negotiations and possible changes to the Task Order submitted by the Professional. Upon a meeting of the minds, Professional shall submit the final Task Order which shall set forth the agreement of the Parties. If said Task Order is acceptable, the Town shall accept the same in writing. The Town and the Professional agree that such written acceptance may be provided by electronic mail. The Town shall provide Professional with a specific Authorization to Proceed for each Task Order accepted by the Town.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate five years from its effective date unless terminated sooner in accordance with the terms of this Agreement. Professional shall commence and complete the work required by this Agreement in accordance with the dates provided in the Task Order as agreed upon by the Parties. Professional 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. Professional shall not begin any work pursuant to this Agreement or a Task Order until written confirmation has been provided by the Town. If Professional 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 Task Order must be agreed to in writing by the Town and the Professional.

4. PAYMENT OF SERVICES.

Professional shall submit to the Town monthly invoices for the services performed during that month, calculated based on the Task Order accepted by the Town. Town has the right to require the Professional to produce for inspection all of Professional's records, salaries of personnel, and charges for direct expenses for which cost-plus compensation is provided to verify the accuracy of all invoices. Town shall pay Professional's invoices within thirty (30) days of receipt unless a bona fide dispute exists between Town and Professional concerning the accuracy of said invoice or the services covered thereby. Adjustments to an invoice for billing errors may extend the time for payment.

5. PROFESSIONAL STANDARDS AND DUTIES OF PROFESSIONAL.

Professional 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 Wake County, North Carolina.

6. CONSULTANT AS CONSTRUCTION ADMINISTRATOR.

In the event the Town contracts with the Professional to provide construction administration services the Professional shall be responsible for determining that each construction contractor provides work to the quality level specified and in accordance with plans and specifications.

7. TIME AND COST ESTIMATES.

Professional's cost estimates and time estimates for construction, if required as part of a Proposal, shall be made on the basis of current labor and material prices and the Professional's experience and qualifications. Professional's estimates shall represent its best judgment as an experienced and qualified professional familiar with water and sewer utility projects, or other

projects for which Professional is employed. Although Professional has no control over the resources provided by construction contractors to meet contract schedules, Professional's estimates or forecast of schedules shall be made on the basis of its experience and qualifications and shall represent Professional's best judgment as an experienced and qualified professional familiar with water and sewer utility projects.

8. INDEMNIFICATION.

To the extent permitted by law, the Professional 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 Professional.

9. APPLICABILITY OF LAWS AND REGULATIONS.

The Professional 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.

10. E-VERIFY COMPLIANCE.

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

11. 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. Professional 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.

12. INSURANCE.

The Professional 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 Professional's insurance shall be primary and non-contributory to other insurance. Additionally, the Professional shall maintain and show proof of workers' compensation and employer's liability insurance in the minimum amount of \$1,000,000; and shall show proof of professional liability coverage in a minimum amount of \$1,000,000. The Professional 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 Professional 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.

13. DEFAULT.

In the event of substantial failure by Professional to perform in accordance with the terms of this Agreement, Town shall have the right to terminate Professional upon seven (7) days written notice in which event Professional shall have neither the obligation nor the right to perform further services under this Agreement.

14. TERMINATION FOR CONVENIENCE.

Town shall have the right to terminate this Agreement for the Town's convenience upon thirty (30) days written notice to Professional. Professional shall terminate performance of services on a schedule acceptable to the Town. In the event of termination for convenience, the Town shall pay Professional for all services satisfactorily performed.

15. 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 PROFESSIONAL: Attn: Robin W. Blanton
UtilityEngineering, LLC
1824 Yamacraw Drive
Knightdale, NC 27545

TO TOWN: Town of Apex
Attention: _____
PO Box 250
Apex, NC 27502

16. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Professional 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. BINDING EFFECT.

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

24. ASSIGNMENT.

Professional 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 Professional from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Professional in the performance of services rendered.

25. INDEPENDENT CONTRACTOR.

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

26. 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.

27. IRAN DIVESTMENT ACT

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 Professional hereby certifies that the Professional is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Professional will not utilize any subcontractors found on the Final Divestment List.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this _____ day of _____, 2021.

Professional

Town of Apex

Name: UtilityEngineering, LLC
Name of Professional (type or print)

Interim Town Manager

By: Robin W. Blanton
(Signature)

Title: Chief Operating Officer

Attest:

(Secretary, if a corporation)

Attest:

Town Clerk

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

Finance Director

STATE OF NORTH CAROLINA

Contract Identification # _____

COUNTY OF WAKE

**GENERAL PROFESSIONAL
SERVICES AGREEMENT FOR
ARCHITECTURAL, ENGINEERING,
AND SURVEYING SERVICES**

THIS GENERAL PROFESSIONAL SERVICES AGREEMENT FOR ARCHITECTURAL, ENGINEERING, AND SURVEYING SERVICES is entered into this the _____ day of _____, 2021, by and between, McGill Associates, P.A., a North Carolina Corporation with its principal business offices located at 55 Broad Street, Asheville, NC 28801 (the "Professional"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Professional may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, Town is engaged in the operation of an electric utility, which from time to time requires the installation, maintenance, repair, upgrade, servicing, removal, testing and inspection of underground and above ground electrical lines and poles, as well as other projects related to electric utilities; 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, Professional 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, pursuant to N.C.G.S. 143-64.31, it is the public policy of the State of North Carolina that municipalities announce all requirements for architectural, engineering, and surveying services, and select firms qualified on the basis of demonstrated competence and qualifications, and negotiate contracts for services at a fair and reasonable fee with the best qualified firm unless a written exemption is obtained in accordance with N.C.G.S. 143-64.32; and

WHEREAS, the Parties contemplate that, if and only if exempted in accordance with N.C.G.S. 143-64.32, the services of the Professional will be performed in various stages in accordance with Task Orders submitted by the Professional followed by separate authorizations to be issued by the Town, and the Parties desire to set forth the basic terms of their agreement in this General Professional Services Agreement for Architectural, Engineering, and Surveying Services rather than in the separate authorizations issued by the Town; and

WHEREAS, the Parties agree that this Agreement shall apply only upon issuance of a written exemption in accordance with N.C.G.S. 143-64.32, is non-exclusive, and does not require or commit the Professional to being available to perform services until a Task Order is submitted, and does not preclude the Town from hiring other vendors or professionals 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. REQUEST FOR TASK ORDER.

Professional is qualified and able and hereby agrees to provide the following specific on-call services for the Town: Electric distribution system design, Substation design and maintenance, Distribution system protection and controls, Distribution system analysis. As the need for professional services contemplated by this Agreement arise, the Town will obtain a written exemption as noted above and request a Task Order for said services from Professional which shall describe the scope of work, specifications, estimated schedule and the Town's requirements. If the Professional employs the qualified personnel that meet the Town's requirements to perform the requested services, Professional shall submit to the Town within the time specified a written Task Order describing the necessary architectural, engineering, technical and/or other services, guidance, opinions and advice to be provided. The Task Order shall set forth in general terms the Professional's recommendations to carry out the work. Professional shall list the background and experience of Professional's personnel to be assigned to the project as requested by Town. The Task Order shall contain a fee schedule setting forth the fees for the services of the various categories of personnel to be assigned to the Town's project.

In the event of a conflict between the terms of a Task Order and this Agreement, this Agreement shall control.

2. ACCEPTANCE OF TASK ORDER.

The Town and the Professional contemplate certain discussions, negotiations and possible changes to the Task Order submitted by the Professional. Upon a meeting of the minds, Professional shall submit the final Task Order which shall set forth the agreement of the Parties. If said Task Order is acceptable, the Town shall accept the same in writing. The Town and the Professional agree that such written acceptance may be provided by electronic mail. The Town shall provide Professional with a specific Authorization to Proceed for each Task Order accepted by the Town.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate five years from its effective date unless terminated sooner in accordance with the terms of this Agreement. Professional shall commence and complete the work required by this Agreement in accordance with the dates provided in the Task Order as agreed upon by the Parties. Professional 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. Professional shall not begin any work pursuant to this Agreement or a Task Order until written confirmation has been provided by the Town. If Professional 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 Task Order must be agreed to in writing by the Town and the Professional.

4. PAYMENT OF SERVICES.

Professional shall submit to the Town monthly invoices for the services performed during that month, calculated based on the Task Order accepted by the Town. Town has the right to require the Professional to produce for inspection all of Professional's records, salaries of personnel, and charges for direct expenses for which cost-plus compensation is provided to verify the accuracy of all invoices. Town shall pay Professional's invoices within thirty (30) days of receipt unless a bona fide dispute exists between Town and Professional concerning the accuracy of said invoice or the services covered thereby. Adjustments to an invoice for billing errors may extend the time for payment.

5. PROFESSIONAL STANDARDS AND DUTIES OF PROFESSIONAL.

Professional 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 Wake County, North Carolina.

6. CONSULTANT AS CONSTRUCTION ADMINISTRATOR.

In the event the Town contracts with the Professional to provide construction administration services the Professional shall be responsible for determining that each construction contractor provides work to the quality level specified and in accordance with plans and specifications.

7. TIME AND COST ESTIMATES.

Professional's cost estimates and time estimates for construction, if required as part of a Proposal, shall be made on the basis of current labor and material prices and the Professional's experience and qualifications. Professional's estimates shall represent its best judgment as an experienced and qualified professional familiar with water and sewer utility projects, or other

projects for which Professional is employed. Although Professional has no control over the resources provided by construction contractors to meet contract schedules, Professional's estimates or forecast of schedules shall be made on the basis of its experience and qualifications and shall represent Professional's best judgment as an experienced and qualified professional familiar with water and sewer utility projects.

8. INDEMNIFICATION.

To the extent permitted by law, the Professional 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 Professional.

9. APPLICABILITY OF LAWS AND REGULATIONS.

The Professional 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.

10. E-VERIFY COMPLIANCE.

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

11. 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. Professional 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.

12. INSURANCE.

The Professional 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 Professional's insurance shall be primary and non-contributory to other insurance. Additionally, the Professional shall maintain and show proof of workers' compensation and employer's liability insurance in the minimum amount of \$1,000,000; and shall show proof of professional liability coverage in a minimum amount of \$1,000,000. The Professional 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 Professional 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.

13. DEFAULT.

In the event of substantial failure by Professional to perform in accordance with the terms of this Agreement, Town shall have the right to terminate Professional upon seven (7) days written notice in which event Professional shall have neither the obligation nor the right to perform further services under this Agreement.

14. TERMINATION FOR CONVENIENCE.

Town shall have the right to terminate this Agreement for the Town's convenience upon thirty (30) days written notice to Professional. Professional shall terminate performance of services on a schedule acceptable to the Town. In the event of termination for convenience, the Town shall pay Professional for all services satisfactorily performed.

15. 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 PROFESSIONAL: Attn: Billy J. Roark, PE
McGill Associates, P.A.
5400 Trinity Road, Suite 107
Raleigh, NC 27607

TO TOWN: Town of Apex
Attention: _____
PO Box 250
Apex, NC 27502

16. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Professional 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. BINDING EFFECT.

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

24. ASSIGNMENT.

Professional 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 Professional from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Professional in the performance of services rendered.

25. INDEPENDENT CONTRACTOR.

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

26. 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.

27. IRAN DIVESTMENT ACT

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 Professional hereby certifies that the Professional is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Professional will not utilize any subcontractors found on the Final Divestment List.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this _____ day of _____, 2021.

Professional

Name: Billy J. Roark, PE
Name of Professional (type or print)

By: 
(Signature)

Title: Principal / Office Manager

Attest: Nancy Whitman
(Secretary, if a corporation)

Town of Apex

Interim 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

STATE OF NORTH CAROLINA

Contract Identification # _____

COUNTY OF WAKE

**GENERAL PROFESSIONAL
SERVICES AGREEMENT FOR
ARCHITECTURAL, ENGINEERING,
AND SURVEYING SERVICES**

THIS GENERAL PROFESSIONAL SERVICES AGREEMENT FOR ARCHITECTURAL, ENGINEERING, AND SURVEYING SERVICES is entered into this the ____ day of _____, 2021, by and between, Utility Electrical Consultants PC, a North Carolina Corporation with its principal business offices located at 155 US 70 Highway West, Garner, NC 27529 (the “Professional”), and the Town of Apex, a municipal corporation of the State of North Carolina, (the “Town”). Town and Professional may collectively be referred to as “Parties” hereinafter.

WITNESSETH:

WHEREAS, Town is engaged in the operation of an electric utility, which from time to time requires the installation , maintenance, repair, upgrade, servicing, removal, testing and inspection of underground and above ground electrical lines and poles, as well as other projects related to electric utilities; 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, Professional 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, pursuant to N.C.G.S. 143-64.31, it is the public policy of the State of North Carolina that municipalities announce all requirements for architectural, engineering, and surveying services, and select firms qualified on the basis of demonstrated competence and qualifications, and negotiate contracts for services at a fair and reasonable fee with the best qualified firm unless a written exemption is obtained in accordance with N.C.G.S. 143-64.32; and

WHEREAS, the Parties contemplate that, if and only if exempted in accordance with N.C.G.S. 143-64.32, the services of the Professional will be performed in various stages in accordance with Task Orders submitted by the Professional followed by separate authorizations to be issued by the Town, and the Parties desire to set forth the basic terms of their agreement in this General Professional Services Agreement for Architectural, Engineering, and Surveying Services rather than in the separate authorizations issued by the Town; and

WHEREAS, the Parties agree that this Agreement shall apply only upon issuance of a written exemption in accordance with N.C.G.S. 143-64.32, is non-exclusive, and does not require or commit the Professional to being available to perform services until a Task Order is submitted, and does not preclude the Town from hiring other vendors or professionals 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. REQUEST FOR TASK ORDER.

Professional is qualified and able and hereby agrees to provide the following specific on-call services for the Town: Electric distribution system design, Substation design and maintenance, Distribution system protection and controls, Distribution system analysis. As the need for professional services contemplated by this Agreement arise, the Town will obtain a written exemption as noted above and request a Task Order for said services from Professional which shall describe the scope of work, specifications, estimated schedule and the Town's requirements. If the Professional employs the qualified personnel that meet the Town's requirements to perform the requested services, Professional shall submit to the Town within the time specified a written Task Order describing the necessary architectural, engineering, technical and/or other services, guidance, opinions and advice to be provided. The Task Order shall set forth in general terms the Professional's recommendations to carry out the work. Professional shall list the background and experience of Professional's personnel to be assigned to the project as requested by Town. The Task Order shall contain a fee schedule setting forth the fees for the services of the various categories of personnel to be assigned to the Town's project.

In the event of a conflict between the terms of a Task Order and this Agreement, this Agreement shall control.

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3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate five years from its effective date unless terminated sooner in accordance with the terms of this Agreement. Professional shall commence and complete the work required by this Agreement in accordance with the dates provided in the Task Order as agreed upon by the Parties. Professional 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. Professional shall not begin any work pursuant to this Agreement or a Task Order until written confirmation has been provided by the Town. If Professional 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 Task Order must be agreed to in writing by the Town and the Professional.

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Professional 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 Wake County, North Carolina.

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In the event the Town contracts with the Professional to provide construction administration services the Professional shall be responsible for determining that each construction contractor provides work to the quality level specified and in accordance with plans and specifications.

7. TIME AND COST ESTIMATES.

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which Professional is employed. Although Professional has no control over the resources provided by construction contractors to meet contract schedules, Professional's estimates or forecast of schedules shall be made on the basis of its experience and qualifications and shall represent Professional's best judgment as an experienced and qualified professional familiar with electric utility projects.

8. INDEMNIFICATION.

To the extent permitted by law, the Professional 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 Professional.

9. APPLICABILITY OF LAWS AND REGULATIONS.

The Professional 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.

10. E-VERIFY COMPLIANCE.

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

11. 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. Professional 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.

12. INSURANCE.

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15. 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 PROFESSIONAL: Utility Electrical Consultants, PC
Attn: Edward S. Thomas, PE
155 US 70 Hwy. 70 West
Garner, NC 27529 -3942

TO TOWN: Town of Apex
Attention: _____
PO Box 250
Apex, NC 27502

16. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Professional 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.

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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.

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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.

19. 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.

20. 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.

21. 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.

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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.

23. BINDING EFFECT.

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

24. ASSIGNMENT.

Professional 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 Professional from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Professional in the performance of services rendered.

25. INDEPENDENT CONTRACTOR.

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

26. 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.

27. IRAN DIVESTMENT ACT

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 Professional hereby certifies that the Professional is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Professional will not utilize any subcontractors found on the Final Divestment List.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this ____ day of _____, 2021.

Professional

Name: Utility Electrical Consultants, PC
Name of Professional (type or print)

By: Edward S. Thomas
(Signature)

Title: President

Attest: D. B. P.
(Secretary, if a corporation)

Town of Apex

Interim Town Manager

Attest:

Town Clerk

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

Finance Director

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 8, 2021

Item Details

Presenter(s): Dianne Khin, Director of Planning and Community Development

Department(s): Planning and Community Development

Requested Motion

Motion to adopt a resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk and to adopt a Resolution Setting Date of Public Hearing for June 22, 2021 on the Question of Annexation - Apex Town Council's intent to annex Town of Apex (portion of Kings View Trail R-O-W) property containing 1.12 acres located along Kings View Trail at Recreation Drive and Old US 1 Highway, Annexation #712 into the Town's corporate limits.

Approval Recommended?

Yes, by the Planning and Community Development Department.

Item Details

The Town Clerk certifies to the investigation of said annexation. Adoption of the Resolution authorizes the Town Clerk to advertise said public hearing by electronic means and on the Town of Apex's website.

Attachments

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



PETITION FOR VOLUNTARY ANNEXATION

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Application #:	<u>712</u>	Submittal Date:	<u>5/4/2021</u>
Fee Paid	<u>\$ N/A</u>	Check #	<u>N/A</u>

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

OWNER INFORMATION

Town of Apex	DB 17694-1208; Kings View Trail right-of-way
Owner Name (Please Print)	Property PIN or Deed Book & Page #
<u>919-249-3400</u>	<u>ralph.clark@apexnc.org</u>
Phone	E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address

SURVEYOR INFORMATION

Surveyor: _____

Phone: _____ Fax: _____

E-mail Address: _____

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	<u>± 1.12</u>	Need water service due to well failure	<input type="checkbox"/>
Population of acreage to be annexed:	<u>0</u>	Need sewer service due to septic system failure	<input type="checkbox"/>
Existing # of housing units:	<u>0</u>	Water service (new construction)	<input type="checkbox"/>
Proposed # of housing units:	<u>0</u>	Sewer service (new construction)	<input type="checkbox"/>
Zoning District*:	<u>RR</u>	Receive Town Services	<input checked="" type="checkbox"/>
		Right-of-way accepted for Town maintenance	

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: 712

Submittal Date: 5/4/2021

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Ralph Clark, Interim Town Manager
Please Print

Ralph Clark
Signature

Please Print

Signature

Please Print

Signature

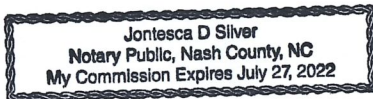
Please Print

Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Jontesca D. Silver, a Notary Public for the above State and County,
this the 4th day of May, 2021.

SEAL



Jontesca D. Silver
Notary Public

My Commission Expires: July 27, 2022

COMPLETE IF A CORPORATION:

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

SEAL Corporate Name _____

Attest: By: _____
President (Signature)

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

SEAL

Notary Public

My Commission Expires: _____

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

ANNEXATION AREA #1

Beginning at a point, said point being located in the eastern right-of-way of N.C.S.R. 6112 (Kings View Trail) and, more specifically, being the most northern property corner of Wake County PIN 0731.03-40-7544, now or formerly owned by the Town of Apex; said point of Beginning also being a common corner of Rosewood 1322, LLC (PIN 0731.04-51-4493) and the dividing line between Town of Apex and NCDOT maintenance for Kings View Trail; thence from said Beginning point along the eastern right-of-way of Kings View Trail S 39°40'59" W 474.70 feet to a point; thence continuing along a curve of said right-of-way to the left having a radius of 5030.00 feet and a chord bearing and distance of S 42°14'52" W 452.30 feet to a point; thence with said right-of-way S 41°46'15" W 180.54 feet to a point on the eastern right-of-way edge of N.C.S.R. 1170 (Pleasant Plains Road); thence following the Pleasant Plains Road right-of-way along a curve to the left having a radius of 303.92 feet and a chord bearing and distance of N 26°11'29" W 56.50 feet to a point common to CSX Transportation railroad right-of-way, Kings View Trail, and Pleasant Plains Road; thence along the western right-of-way of Kings View Trail, also being the eastern right-of-way of CSX Transportation, the following five (5) calls: N 44°51'27" E 53.23 feet; N 44°51'27" E 150.47 feet; N 42°42'46" E 213.01 feet; N 40°46'17" E 239.08 feet; and N 39°42'22" E 429.31 feet to a point in the western right-of-way of Kings View Trail; thence crossing said right-of-way S 50°14'14" E 44.04 feet to the point and place of Beginning, containing 1.07 acres more or less.

And more particularly described in Town of Apex Resolution No. 20-1201-13 as "the section of Kings View Trail (SR 6112) from its intersection with Pleasant Plains Road (SR 1170) northward to the end of the Town of Apex municipal limits, consisting of a length of approximately 0.2 miles"; also being the area labeled KINGS VIEW TRAIL (VARIABLE WIDTH PUBLIC R/W) and bounded by Town of Apex corporate limits along its southern, western, and northern edges, all as shown on that annexation plat entitled "TOWN OF APEX 'Pleasant Park'" by Smith and Smith Surveyors, and recorded in Book of Maps 2015, Page 339 in the Wake County Registry; and described as "Right of Way Tract 2" in DEED FOR TURNPIKE PROJECT RIGHT OF WAY recorded in Deed Book 13994 Page 1298 in the Wake County Register.

ANNEXATION AREA #2

Commencing at a point, said point being located in the eastern right-of-way of N.C.S.R. 1170 (Pleasant Plains Road) and also being in the eastern right-of-way of CSX Transportation railroad right-of-way and the western right-of-way of Kings View Trail (Town of Apex variable width public right-of-way); thence following along the eastern right-of-way of CSX Transportation a tie line S 43°41'10" W 11.41' to a new point of Beginning within Pleasant Plains Road right-of-way; thence from said Beginning point along the eastern right-of-way of CSX Transportation S 45°39'41" W 38.32 feet; thence

continuing along said right-of-way the following two (2) calls: S 46°44'04" W 12.77 feet and S 46°44'04" W 20.69 feet; thence leaving CSX Transportation railroad right-of-way and following the western right-of-way edge of Pleasant Plains Road along a curve to the right having a radius of 223.92 feet and a chord bearing and distance of S 21°27'49" E 49.44 feet; thence continuing along said right-of-way S 65°15'26" E 25.35 feet to a point; thence into Pleasant Plains Road right-of-way the following four (4) calls: a curve to the left having a radius of 243.92 feet and a chord bearing and distance of N 13°12'56" W 16.26 feet; N 00°58'42" W 16.63 feet; N 06°54'39" E 56.52 feet; and N 23°51'34" E 19.42 feet to the point and place of Beginning, containing 0.052 acres more or less.

And more particularly described as RIGHT-OF-WAY AREA #1 and RIGHT-OF-WAY AREA #2 in DEED OF RIGHT OF WAY recorded in Deed Book 17694 Page 1208 in the Wake County Register.



Annexation #712

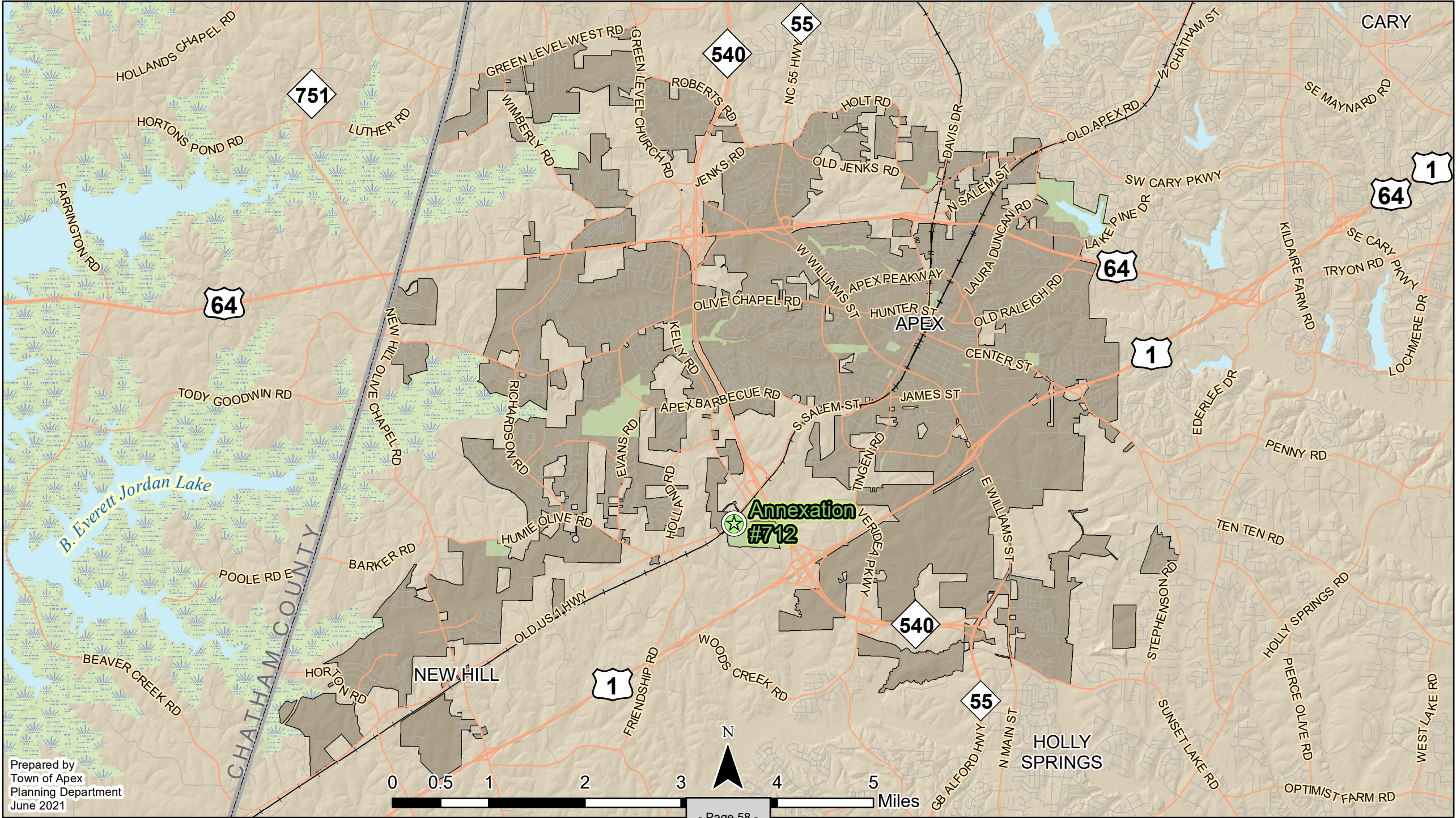
KINGS VIEW TRL

CSX

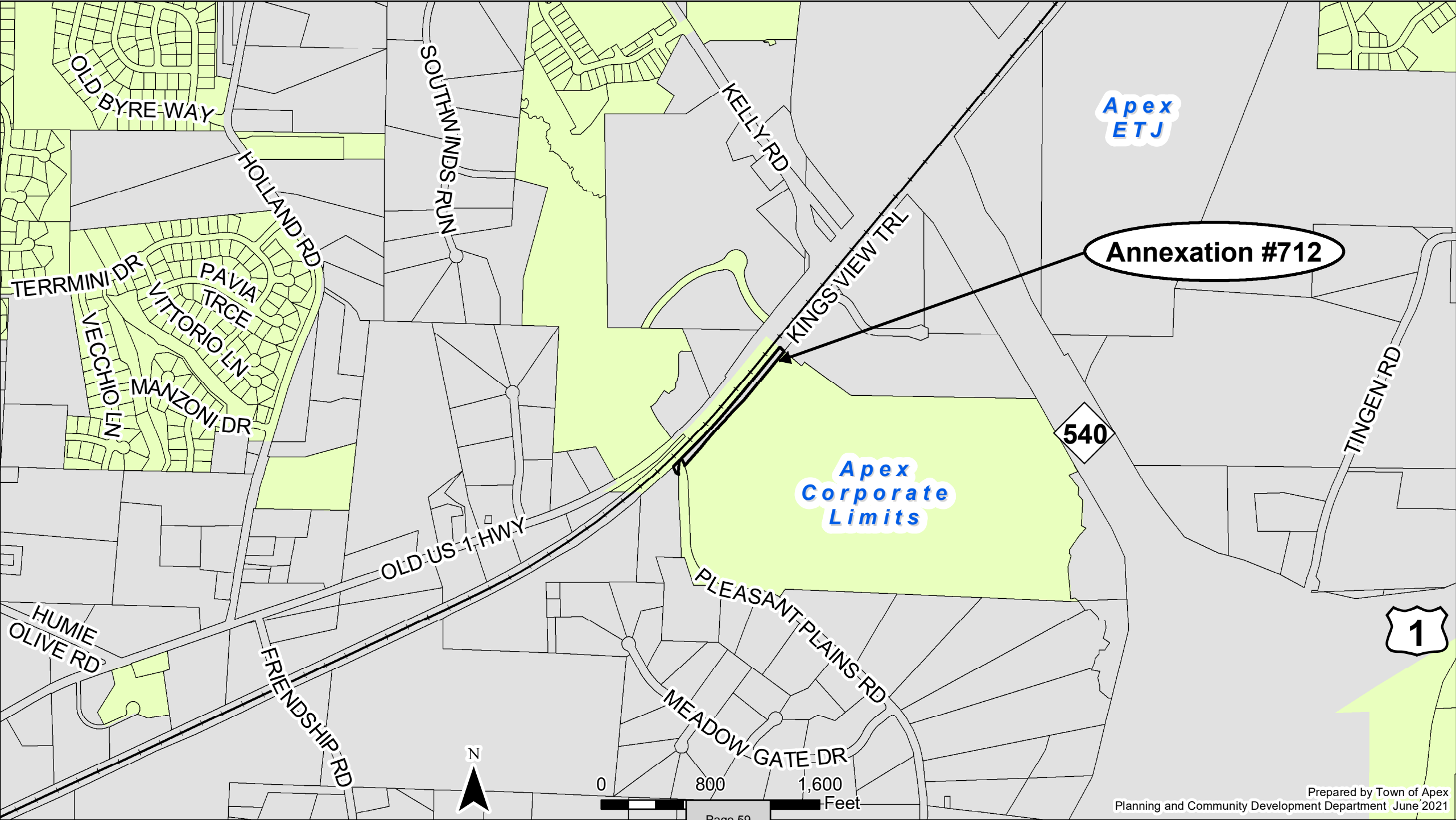
**PLEASANT
PLAINS RD**

OLD US 1 HWY

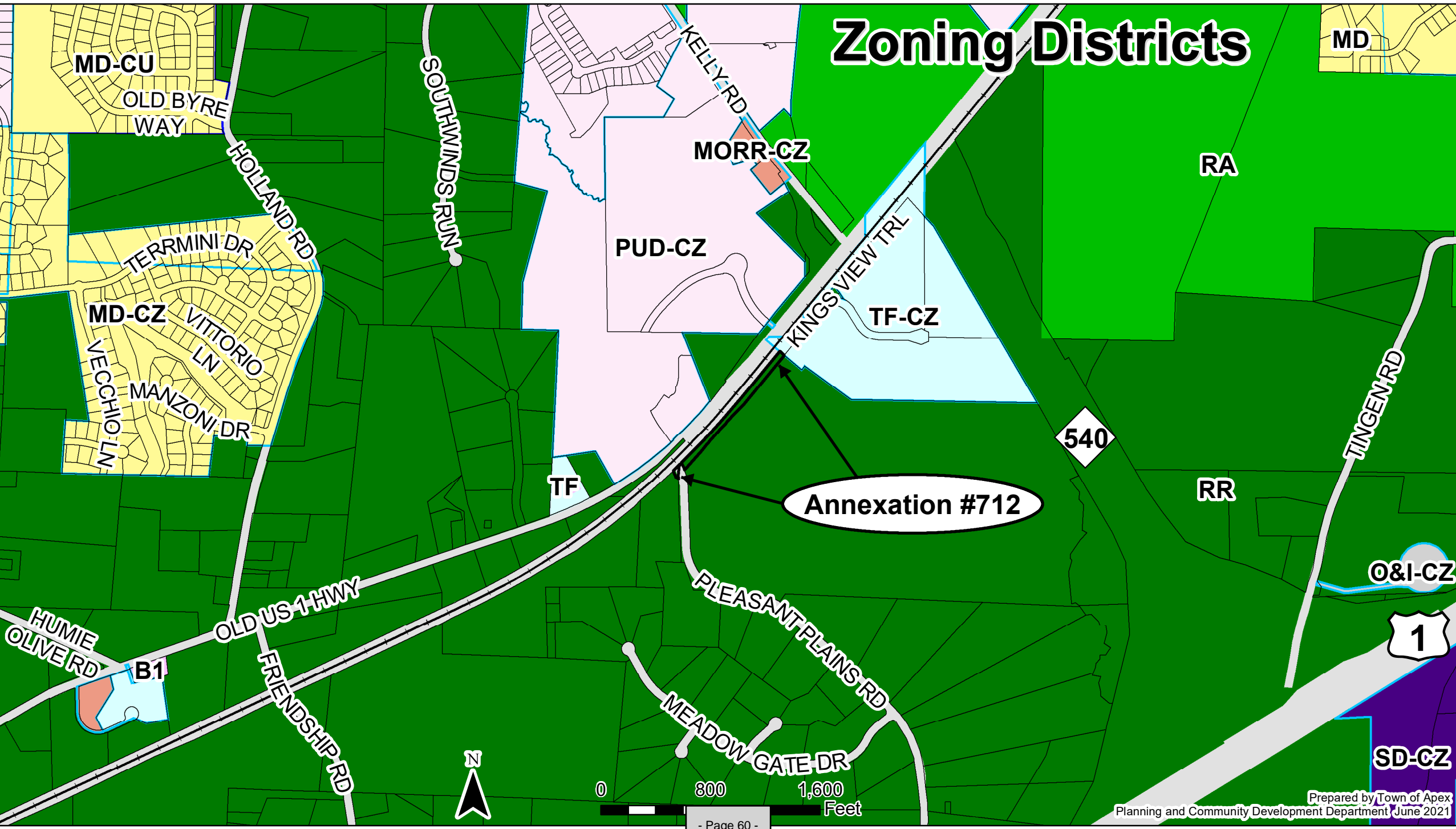




Prepared by
Town of Apex
Planning Department
June 2021



Zoning Districts



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

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| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 8, 2021

Item Details

Presenter(s): Shelly Mayo, Planner II

Department(s): Planning and Community Development

Requested Motion

Motion to set the Public Hearing for the June 22, 2021 Town Council meeting regarding Rezoning Application #21CZ03 Willow Hills PUD Amendment. The applicant, Toll Southeast LP Company, Inc., seeks to rezone approximately 70.77 acres from Planned Unit Development - Conditional Zoning (PUD-CZ #18CZ28) to Planned Unit Development - Conditional Zoning (PUD-CZ).

The proposed rezoning is located at: 3417 Olive Chapel Rd.; 0 Willow Hills Dr.; 1400, 1406, 1411, 1412, 1418, 1419, 1425, 1426 Sierra Glen Cir.; and 0, 3400, 3406, 3407, 3413, 3414, 3420, 3426, 3432, 3438 Snowbed Ridge Dr.

Approval Recommended?

The Planning and Community Development Department recommends approval.

Item Details

The properties to be rezoned are identified as PINs 0711692986, 0712601899, 0712604495, 0712604523, 0712605368, 0712606239, 0712606638, 0712606882, 0712607157, 0712607483, 0712607521, 0712607715, 0712608354, 0712608811, 0712609674, 0712609833, 0712700599, 0712700842, 0712701369, 0712701797, 0712703702, 0712703820

Attachments

- Vicinity Map
- Application



Rezoning #21CZ03

New Hill Olive Chapel Rd

Olive Chapel Rd

Lawson Ln

Transit Trl

Willow Hills



PLANNED UNIT DEVELOPMENT APPLICATION

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Application #: 21CZ03

Submittal Date: 1/4/2021

Fee Paid \$ 500.00 + \$300 late fee

Check # paid VISA 1/5/21

PETITION TO AMEND THE OFFICIAL ZONING DISTRICT MAP

Project Name: Olive Chapel Road Assemblage

Address(es): Snowbed Ridge Drive; Willow Hills Drive; Sierra Glen Circle; 3417 Olive Chapel Rd; & 805 New Hill Olive Chapel Hill Rd.

PIN(s)

0712-60-6882; 0712-70-1369; 0712-70-3820; 0712-60-1899; 0712-60-4523; 0712-60-4495; 0712-60-7521; 0712-60-5368; 0712-60-6239; 0712-60-7483; 0712-60-8354; 0712-60-7157;

0712-70-3702; 0712-70-1797; 0712-70-0599; 0712-60-9674; 0712-70-0842; 0711-69-2986; 0712-60-9833; 0712-60-8811; 0712-60-7715; & 0712-60-0638;

Acreage: 70.77

Current Zoning: PUD-CZ

Proposed Zoning: PUD-CZ

Current 2045 LUM Designation: Rural Density Residential

Requested 2045 LUM Designation: Rural Density Residential

See next page for LUM amendment

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

Area classified as mixed use:

Acreage: _____

Area proposed as non-residential development:

Acreage: _____

Percent of mixed use area proposed as non-residential:

Percent: _____

Applicant Information

Name: Same as Owner Below

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

E-mail: _____

Owner Information

Name: Toll Southeast LP Company INC

Address: 250 Gibraltar Road

City: Horsham

State: PA

Zip: 19044

Phone: _____

E-mail: _____

Agent Information

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

E-mail: _____

Other contacts: _____

PLANNED UNIT DEVELOPMENT APPLICATION

Application #: 21CZ03

Submittal Date: 1/4/2021

2045 LAND USE MAP AMENDMENT (if applicable)

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

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

The southeast quadrant of the intersection of New Hill Olive Chapel Road and Olive Chapel Road

Current 2045 Land Use Classification: Rural Density Residential

Proposed 2045 Land Use Classification: Rural Density Residential

What conditions justify the passage of the amendment to the 2045 Land Use Map? Discuss the existing use classifications of the subject area in addition to the adjacent land use classifications.

See attached letter regarding routing for sidewalk on account of gravesites



Nil Ghosh | Associate
421 Fayetteville St | Ste 530
Raleigh, NC 27601
919-590-0362
nghosh@morningstarlawgroup.com
www.morningstarlawgroup.com

May 28, 2021

Shelly Mayo
Planner II
Town of Apex

RE: Olive Chapel Road Assemblage PUD Amendment

Dear Shelly Mayo:

This letter is to inform you of the intent of the proposed PUD Amendment for the above-captioned project. The intent of this PUD amendment is to adjust the location of the sidewalk connecting Olive Chapel Road and New Hill Olive Chapel Road. Due to the location of graves within the right-of-way, sidewalk cannot be installed along the thoroughfare frontage adjacent to the cemetery as originally proposed.

Because of that, the applicant requests that the following language be removed from Section 12: Public Facilities Compliance under Roadways:

"5-foot sidewalks shall be constructed along both thoroughfare frontages. 5-foot sidewalks shall be extended offsite from both thoroughfare frontages to intersect at the corner of Olive Chapel Road and New Hill Olive Chapel Road."

The following language is proposed in its place:

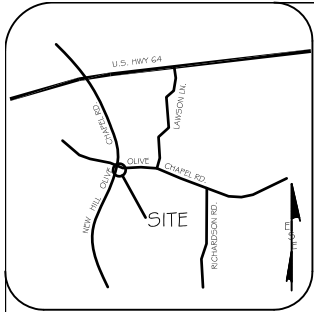
"A 5-foot sidewalk shall be constructed along the internal property line shared with the cemetery. The sidewalk shall be located between the 10-foot Type B landscape buffer and the historic house. It shall be located within a 12-foot public access easement on HOA owned common area. A metal hoop-and-picket style fence shall be installed approximately 1 foot off the sidewalk on the side closest to the historic house. A continuous evergreen hedge shall be planted between the fence and the historic house."

This encompasses the entire scope of the proposed amendment.

Respectfully,

A handwritten signature in black ink, appearing to read "Nil Ghosh", is written over a horizontal line.

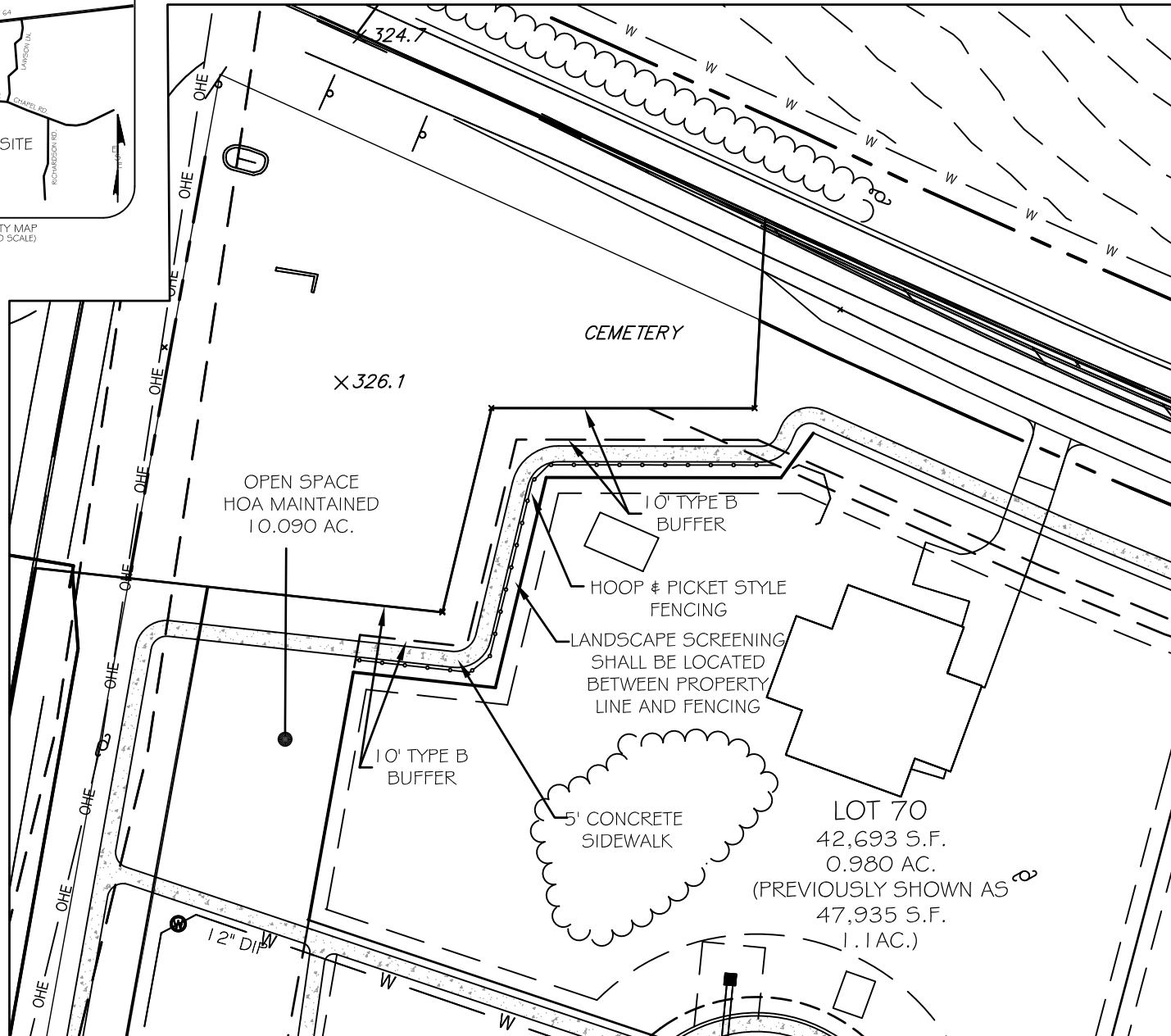
Nil Ghosh | Associate
Morningstar Law Group



VICINITY MAP
(NOT TO SCALE)



N.C. GRID
MAD 65
D.B. 47/19, PG. 164



1 inch = 50 ft.

ESE CONSULTANTS

LICENSE # C-2973
ESE of North Carolina, PC
900 Perimeter Park Dr, Suite B3,
Morrisville, NC 27560
TEL: 919-321-4800 FAX: 919-321-7880

SIDEWALK EXHIBIT
FOR
TOLL BROTHERS, INC

WILLOW HILLS
OLIVE CHAPEL ROAD
TOWN OF APEX, WAKE COUNTY, NC

CURRENT OWNER
TOLL NC II, L.P.
D.B. 4719, PG. 164

JOB #: 4380.0000
DATE: 05-14-21
SCALE: 1"=50'
DRAWN BY: *
REVIEWED BY: *
REVISIONS:

CERTIFIED LIST OF NEIGHBORING PROPERTY OWNERS

Application #: 21CZ03

Submittal Date: 1/4/2021

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

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

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

Date: 1/4/21

By: [Signature]

Johnston
COUNTY OF ~~WAKE~~ STATE OF NORTH CAROLINA

Sworn and subscribed before me, Janet R. Boucher, a Notary Public for the above State and County, on this the 4th day of January, 2021.

[Signature]
Notary Public
Janet R. Boucher
Print Name

My Commission Expires: 5/28/22



Owner	PIN
BROWN, WILLIAM MASON BROWN, KAREN K	0711-59-1871; 0712-50-3022
GOODWIN, JEAN HARE	0712-51-7375
HARDY, TERESA G HARDY, JAMES W	0712-71-0268; 0712-71-3207
HORNER, MARY JO	0711-59-7291
LAWRENCE, JAMES L CHALK, KATHERINE L	0712-81-0293
LOGAN, STEVE D LOGAN, GLADYS B	0711-49-4137
MCIVER, BOBBY R TRUSTEE MCIVER, NANCY P TRUSTEE	0712-61-7288
OLIVE CHAPEL BAPTIST CHURCH	0712-50-1835
RICH, JACKIE D RICH, LYNDA H	0712-70-5757
SCHELTINGA, MARK G SCHELTINGA, TRACEY L	0712-61-3307
STOSKOPF, MICHAEL K KENNEDY-STOSKOPF, SUZANNE	0712-40-6356
TOLL SOUTHEAST LP COMPANY INC	0712-70-1721; 0712-50-7514; 0712-60-2869; 0712-60-3422; 0711-79-0712; & 0712-60-8523
UNITED STATES OF AMERICA	0711-78-7015

AGENT AUTHORIZATION FORM

Application #: 21CZ03

Submittal Date: 1/4/2021

Toll Southeast LP Company Inc is the owner* of the property for which the attached application is being submitted:

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

The property address is: 3417 Olive Chapel Rd, 805 New Hill Olive Chapel Rd, Snowbird Ridge Drive, Willow Hill Drive, &

The agent for this project is: Don Rossi - VP of Toll Southeast LP Company Inc Sierra Glen Cir

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

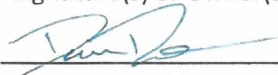
Agent Name: _____

Address: _____

Telephone Number: _____

E-Mail Address: _____

Signature(s) of Owner(s)*


Don Rossi - V.P
 Type or print name

1/4/21
 Date

 Type or print name

 Date

Attach additional sheets if there are additional owners.

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

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

AFFIDAVIT OF OWNERSHIPApplication #: 21CZ03Submittal Date: 1/4/2021

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

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 0 NEW HILL OLIVE CHAPEL RD & D. O. 3309-3329 & 3417 OLIVE CHAPEL RD and legally described in Exhibit "A" attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 2/11/2020 and recorded in the Wake County Register of Deeds Office on 2/13/2020, in Book 17747 Page 1221, 1235, 1256, 1271, 1274.
4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 2/11/2020, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 2/11/2020, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 4th day of Jan, 2021.

[Signature] (seal)
Dan Rossi - V.P.
Type or print name

STATE OF NORTH CAROLINA

COUNTY OF Johnston

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



[Signature]
Notary Public
State of North Carolina
My Commission Expires: 5/28/22

Attachment A

LEGAL DESCRIPTION

Beginning at a PK nail in the center of Olive Chapel Rd (SR# 1160), said point also being the northwest corner of the herein described tract and having a NC Grid coordinate value of 7210081.79N and 2015798.34E; thence from the point of beginning continuing along the following courses: S 64°27'10" E a distance of 37.08' to a PK nail on the center of the road; thence S 65°42'14" E a distance of 50.18' to a PK nail on the center of the road; thence S 66°19'21" E a distance of 52.95' to a PK nail on the center of the road; thence S 67°17'52" E a distance of 32.86' to a PK nail on the center of the road; thence with a curve turning to the left with an arc length of 136.07', with a radius of 531.84', with a chord bearing of S 77°39'44" E, with a chord length of 135.70' to a PK nail on the center of the road; thence S 88°54'25" E a distance of 120.77' to a PK nail on the center of the road; thence N 87°19'14" E a distance of 147.00' to a PK nail on the center of the road; thence N 85°28'14" E a distance of 38.51' to a PK nail on the center of the road; thence N 86°04'47" E a distance of 87.59' to a PK nail on the center of the road; thence N 86°33'59" E a distance of 54.04' to a PK nail on the center of the road; thence N 87°41'57" E a distance of 83.21' to a PK nail on the center of the road; thence N 88°36'37" E a distance of 72.28' to a PK nail on the center of the road to a PK nail on the center of the road; thence S 89°46'29" E a distance of 67.14' to a PK nail on the center of the road; thence S 88°39'15" E a distance of 280.68' to a PK nail on the center of the road; thence S 87°48'14" E a distance of 71.08' to a PK nail on the center of the road; thence S 87°31'14" E a distance of 73.24' to a PK nail on the center of the road; thence S 87°28'13" E a distance of 114.86' to a PK nail on the center of the road; thence S 01°25'41" W a distance of 30.01' to an existing concrete monument with a coordinate value of 720956.07N and 201797.63E; thence S 01°25'41" W a distance of 76.16' to an existing iron pipe; thence S 60°23'30" E a distance of 110.16'; thence S 25°05'46" E a distance of 134.35' to an existing iron pipe; thence S 04°20'36" W a distance of 428.36' to an existing iron pipe; thence S 04°20'36" W a distance of 44.58' to an existing iron pipe; thence S 42°15'12" W a distance of 242.28' to an existing iron pipe; thence S 11°48'01" E a distance of 588.09' to an existing iron pipe; thence S 74°53'53" W a distance of 609.34' to an existing iron pipe; thence S 75°09'34" W a distance of 24.90' to an existing iron pipe; thence S 72°50'02" W a distance of 196.22' to an existing iron pipe; thence S 71°05'06" W a distance of 278.05' to an existing iron pipe; thence S 49°58'17" E a distance of 267.37' to an existing iron pipe; thence S 31°54'05" W a distance of 379.38' to an existing iron pipe; thence N 73°27'28" W a distance of 221.85' to an existing iron pipe; thence N 00°38'18" E a distance of 1036.61' to an existing iron pipe; thence S 89°17'44" W a distance of 172.52' to an existing iron pipe; thence S 89°24'42" W a distance of 514.90' to an existing iron pipe; thence N 00°57'27" E a distance of 512.16' to an existing iron pipe; thence N 79°48'32" W a distance of 118.60' to an existing iron pipe; thence N 79°48'32" W a distance of 32.48' to a PK nail on the center of New Hill Olive Chapel Rd (SR# 1141); thence N 32°02'14" E a distance of 47.77' to a PK nail on the center of the road; thence N 32°20'44" E a distance of 200.36' to a PK nail on the center of the road; thence N 31°35'51" E a distance of 98.83' to a PK nail on the center of the road; thence N 25°06'24" E a distance of 96.60' to a PK nail on the center of the road; thence N 14°12'14" E a distance of 99.13' to a PK nail on the center of the road; thence N 10°09'35" E a distance of 194.82' to a PK nail on the center of the road; thence S 83°52'03" E a distance of 29.55' to an existing concrete monument; thence S 83°47'59" E a distance of 100.32' to an existing concrete monument with a coordinate value of 720956.71N and 2015695.78E; thence N 13°28'52" E a distance of 66.73' to an existing concrete monument with a coordinate value of 721021.60N and

21CZ03

1/4/2021

201021.57E; thence S 89°58'56" E a distance of 83.67' to an existing concrete monument with a coordinate value of 721021.57N and 2015795.00E; thence N 03°10'30" E a distance of 60.31' to a PK nail on the center of Olive Chapel Rd (SR# 1160); which is the point of beginning, having an area of 3082888.37 square feet, 70.773 acres.

NOTICE OF ELECTRONIC NEIGHBORHOOD MEETING

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

12/18/2020

Date

Dear Neighbor:

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

0 NEW HILL OLIVE CHAPEL RD & 0, 3417, 3329, 0, & 3309 OLIVE CHAPEL RD

0711-79-0712, 0712-60-3422, 0712-50-7514, 0712-60-2868, 0712-60-6523, & 0712-70-1721

Address(es)

PIN(s)

in accordance with the Town of Apex Electronic Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, you may contact the applicant before or after the meeting is held. Once an application has been submitted to the Town, it may be tracked using the [Interactive Development Map](#) or the [Apex Development Report](#) located on the Town of Apex website at www.apexnc.org. If at all feasible given emergency declarations, limits on in-person gatherings, and social distancing, an additional in-person Neighborhood Meeting may be scheduled and held prior to a public hearing or staff decision on the application.

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

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

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

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

The proposed rezoning is sought merely to eliminate a condition which requires construction of offsite sidewalk around

the corner of Olive Chapel Road and New Hill Olive. The applicant has learned through the site plan

approval process that this sidewalk would be required to go through an existing cemetery and directly impact an existing gravesite on the adjacent church property. The applicant seeks to avoid this conflict by removing the condition requiring construction of the sidewalk.

Estimated submittal date: January, 2021

MEETING INFORMATION:

Property Owner(s) name(s): Toll Southeast LP Company
Applicant(s): Property Owner
Contact information (email/phone): jbarron@morningstarlawgroup.com
Electronic Meeting invitation/call in info: <http://bit.ly/mlg122292020-2mtg>
Date of meeting**: 12/29/2020
Time of meeting**: 5:30 PM

MEETING AGENDA TIMES:

Welcome: 5:30 - 5:35 Project Presentation: 5:35 - 5:45 Question & Answer: 5:45 - 7:30

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

PROJECT CONTACT INFORMATION

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Development Contacts:

Project Name: Olive Chapel Road Assemblage Zoning: PUD-CZ

Location: 0 NEW HILL OLIVE CHAPEL RD & 0, 3417, 3329, 0, & 3309 OLIVE CHAPEL RD

Property PIN(s): 0711-79-0712, 0712-50-7514, 0712-60-2869, 0712-60-3422, 07 Acreage/Square Feet: 70.77 acres/ 3,082,888.37 sf

Property Owner: Toll Southeast LP Company

Address: 250 Gibraltar Road

City: Horsham State: PA Zip: 19044

Phone: 919-321-4800 Email: pverille@tollbrothers.com

Developer: Same as Property Owner Above

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Engineer: ESE of North Carolina, PC

Address: 2310 T.W. Alexander Drive

City: Raleigh State: NC Zip: 27617

Phone: 919-355-0706 Fax: _____ Email: _____

Builder (if known): Same as Property Owner Above

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

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

Town of Apex Department Contacts

Planning Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks Planner	(919) 249-7468
Public Works - Transportation Russell Dalton, Senior Transportation Engineer	(919) 249-3358
Water Resources Department Jessica Bolin, Senior Engineer (Stormwater, Sedimentation & Erosion Control) Stan Fortier, Senior Engineer (Stormwater, Sedimentation & Erosion Control) James Gregg, Utility Engineer (Water & Sewer)	(919) 249-3537 (919) 249-1166 (919) 249-3324
Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(919) 249-3342

Providing Input to Town Council:

Each Town Council meeting agenda includes a Public Forum time when anyone is permitted to speak for three (3) minutes on any topic with the exception of items listed as Public Hearings for that meeting. The Town Council meets on the 1st and 3rd Tuesdays of each month at 6:00 p.m. (except for holidays, see schedule of meetings at <http://www.apexnc.org/838/Agendas-Minutes>). You may also contact Town Council by e-mail at AllCouncil@apexnc.org.

Private Agreements and Easement Negotiation:

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

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

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

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

Documentation:

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

COMMON CONSTRUCTION ISSUES & WHO TO CALL

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Noise & Hours of Construction:	Non-Emergency Police	919-362-8661
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Noise from tree removal, grading, excavating, paving, and building structures is a routine part of the construction process. The Town generally limits construction hours from 7:00 a.m. to 8:30 p.m. so that there are quiet times even during the construction process. Note that construction outside of these hours is allowed with special permission from the Town when it makes more sense to have the construction occur at night, often to avoid traffic issues. In addition, the Town limits hours of blasting rock to Monday through Friday from 8:00 a.m. to 5:00 p.m. Report violations of construction hours and other noise complaints to the Non-Emergency Police phone number at 919-362-8661.

Construction Traffic:	James Misciagno	919-372-7470
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Construction truck traffic will be heavy throughout the development process, including but not limited to removal of trees from site, loads of dirt coming in and/or out of the site, construction materials such as brick and wood brought to the site, asphalt and concrete trucks come in to pave, etc. The Town requires a construction entrance that is graveled to try to prevent as much dirt from leaving the site as possible. If dirt does get into the road, the Town can require they clean the street (see "Dirt in the Road" below).

Road Damage & Traffic Control:	Water Resources – Infrastructure Inspections	919-362-8166
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There can be issues with roadway damage, roadway improvements, and traffic control. Potholes, rutting, inadequate lanes/signing/stripping, poor traffic control, blocked sidewalks/paths are all common issues that should be reported to Water Resources – Infrastructure Inspections at 919-249-3427. The Town will get NCDOT involved if needed.

Parking Violations:	Non-Emergency Police	919-362-8661
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Unless a neighbor gives permission, there should be no construction parking in neighbors' driveways or on their property. Note that parking in the right-of-way is allowed, but Town regulations prohibit parking within 15 feet of driveways so as not to block sight triangles. Trespassing and parking complaints should be reported to the Non-Emergency Police phone number at 919-362-8661.

Dirt in the Road:	James Misciagno	919-372-7470
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Sediment (dirt) and mud gets into the existing roads due to rain events and/or vehicle traffic. These incidents should be reported to James Misciagno. He will coordinate the cleaning of the roadways with the developer.

Dirt on Properties or in Streams:	James Misciagno Danny Smith	919-372-7470 Danny.Smith@ncdenr.gov
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Sediment (dirt) can leave the site and get onto adjacent properties or into streams and stream buffers; it is typically transported off-site by rain events. These incidents should be reported to James Misciagno at 919-372-7470 so that he can coordinate the appropriate repairs with the developer. Impacts to the streams and stream buffers should also be reported to Danny Smith (danny.smith@ncdenr.gov) with the State.

Dust:	James Misciagno	919-372-7470
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During dry weather dust often becomes a problem blowing into existing neighborhoods or roadways. These incidents should be reported to James Misciagno at 919-372-7470 so that he can coordinate the use of water trucks onsite with the grading contractor to help control the dust.

Trash:	James Misciagno	919-372-7470
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Excessive garbage and construction debris can blow around on a site or even off of the site. These incidents should be reported to James Misciagno at 919-372-7470. He will coordinate the cleanup and trash collection with the developer/home builder.

Temporary Sediment Basins:	James Misciagno	919-372-7470
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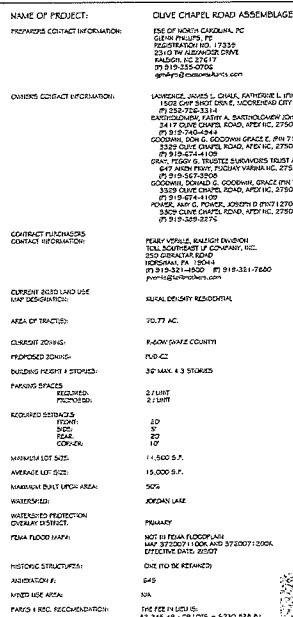
Temporary sediment basins during construction (prior to the conversion to the final stormwater pond) are often quite unattractive. Concerns should be reported to James Misciagno at 919-372-7470 so that he can coordinate the cleaning and/or mowing of the slopes and bottom of the pond with the developer.

Stormwater Control Measures:	Jessica Bolin	919-249-3537
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Post-construction concerns related to Stormwater Control Measures (typically a stormwater pond) such as conversion and long-term maintenance should be reported to Mike Deaton at 919-249-3413.

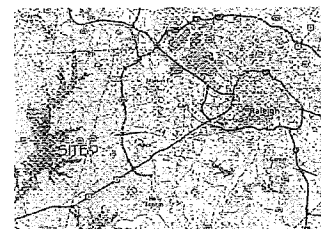
Electric Utility Installation:	Rodney Smith	919-249-3342
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Concerns with electric utility installation can be addressed by the Apex Electric Utilities Department. Contact Rodney Smith at 919-249-3342.



GENERAL CONDITIONS OF APPROVAL

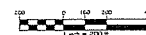
- 1) FUTURE RIGHT OF WAY BOUNDARIES ALONG C/O CHAVIS ROAD AND C/O CHAVIS ROAD SHALL BE DETERMINED BASED ON A MAXIMUM 80-FOOT 1/4" FEET FROM THE EXISTING RIGHT OF WAY.
- 2) ALL EXISTING AND FUTURE BOUNDARIES AND PROPERTIES SHALL BE BASED ON A STANDARD BOUNDARY SURVEY.
- 3) ALL FUTURE EASEMENTS TO BE ACQUIRED MUST BE TURNED IN AT ALL ACCESS LOCATIONS, INCLUDING FOR 1" LOT LINES AND ALL FUTURE FUTURE LOCATIONS.
- 4) FUTURE EASEMENTS SHALL BE CONSIDERED AS BEING PROPORTIONATE TO THE LOT.
- 5) FUTURE EASEMENTS SHALL BE DETERMINED BASED ON A 1/4" FEET FROM THE EXISTING RIGHT OF WAY AND THE CENTER OF C/O CHAVIS ROAD AND NEW 1/4" FEET FROM C/O CHAVIS ROAD.
- 6) THE HISTORICAL MAP THAT BEHIND THE BOUNDARY MAPS, P. 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797,



LOCATION MAP

SHEET INDEX

- | | |
|-------|----------------------------------------|
| PUD-1 | COVER |
| PUD-2 | EXISTING CONDITIONS PLAN |
| PUD-3 | PRELIMINARY LAYOUT PLAN |
| PUD-4 | PRELIMINARY PHASING PLAN |
| PUD-5 | PRELIMINARY UTILITY PLAN |
| PUD-6 | PRELIMINARY STORMWATER MANAGEMENT PLAN |



THESE PLANS ARE IN SUPPORT OF A
PETITION TO REZONE THE SUBJECT
PROPERTY TO PUD-CZ

THIS SHEET IS FOR ILLUSTRATIVE PURPOSES ONLY

USE CONSULTANTS

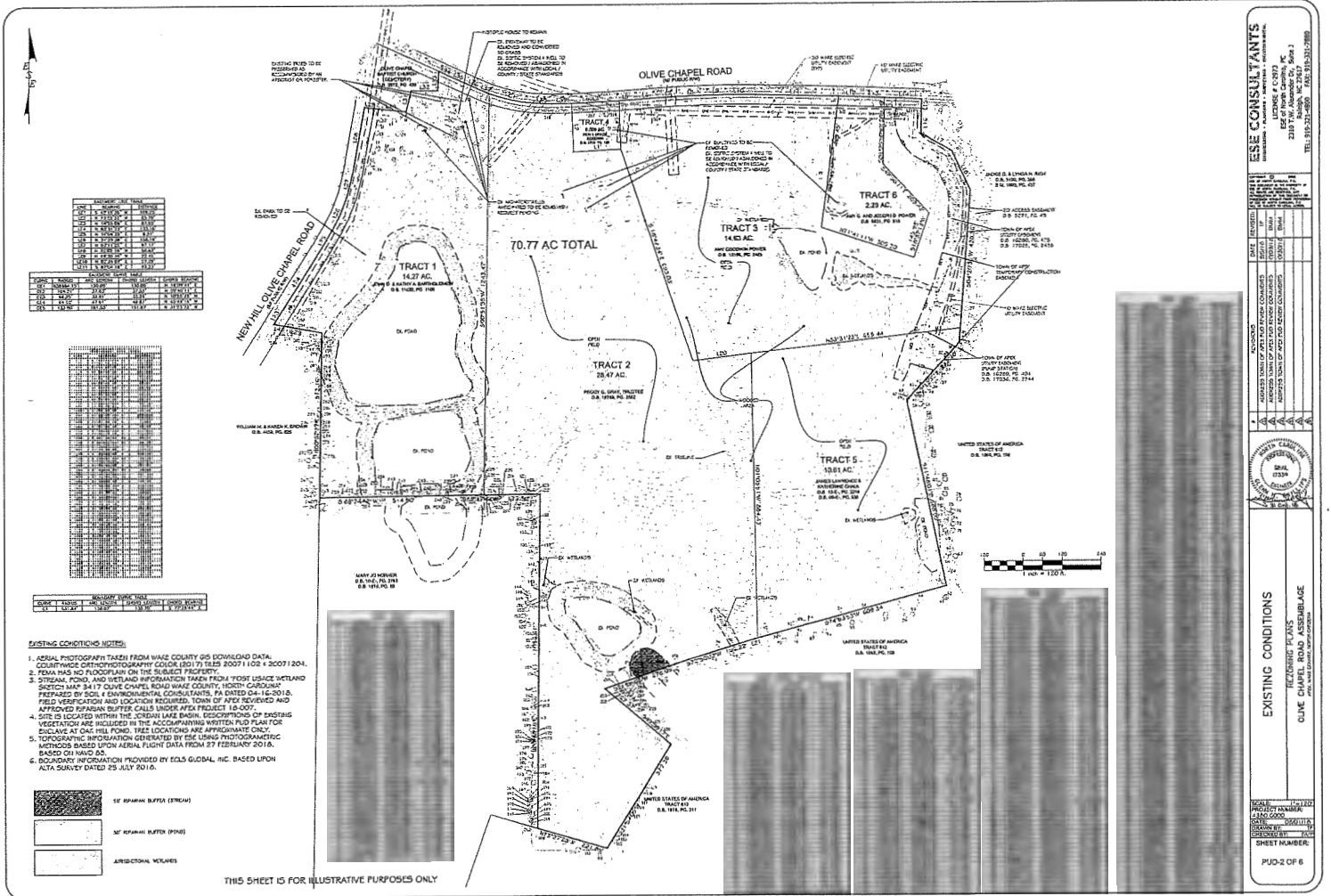
ES&E CONSULTANTS
CORPORATE • PLANNING • REVENUES • ENVIRONMENTAL
LICENSE # C-2973
ESE of North Carolina, PC
2310 T.W. Alexander Dr., Suite J
Raleigh, NC 27617

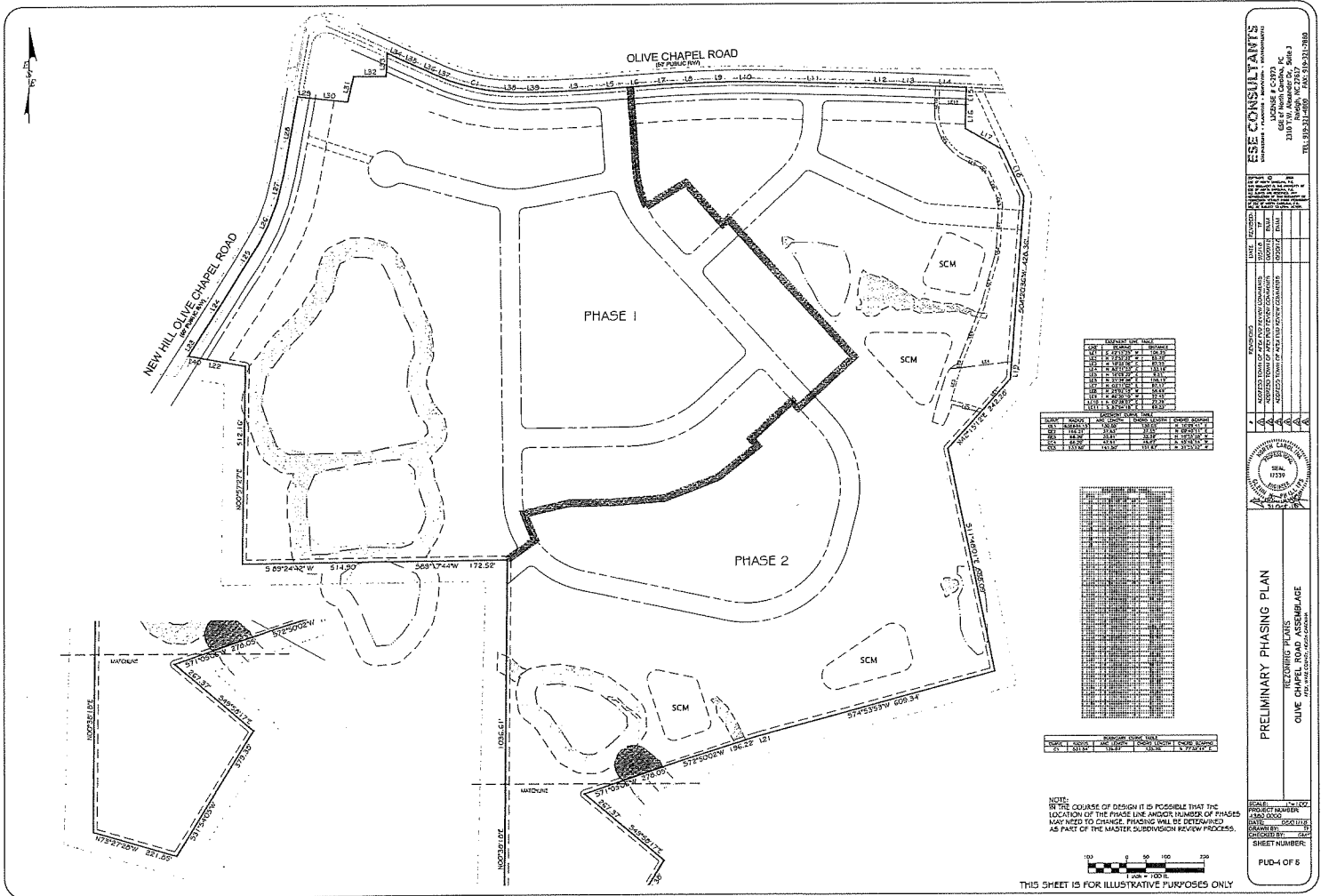
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COVER SHEET

REZONING PLANS
OLIVE CHAPEL ROAD ASSEMBLAGE

SCALE: 1"=20'
PROJECT NUMBER:
4350 0000
DATE: 00/01/11
DRAWN BY:
CHECKED BY:
SHEET NUMBER
PUD-1 OF 6





SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Property Owner(s) name(s): Toll Southeast LP Company INC

Applicant(s): Property Owner listed above

Contact information (email/phone): jbarron@morningstarlawgroup.com/919-590-0371

Meeting Address: Virtual

Date of meeting: 12/29/2020 Time of meeting: 5:30 PM to 7:30 PM

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

Question/Concern #1:

There were no attendees at the meeting

Applicant's Response:

Question/Concern #2:

Applicant's Response:

Question/Concern #3:

Applicant's Response:

Question/Concern #4:

Applicant's Response:

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

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

I, Jason Barron, do hereby declare as follows:

Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Planning Department, all property owners within 300 feet of the subject property and any neighborhood association that represents citizens in the area via first class mail a minimum of 10 days in advance of the Neighborhood Meeting.
3. The meeting was conducted at virtually (location/address)
on 12/29/2020 (date) from 5:30 PM (start time) to 7:30 PM (end time).
4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.

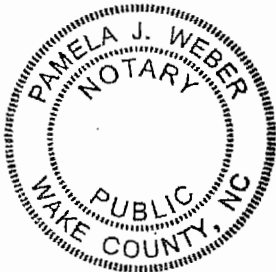
1/4/2021
Date

By: [Signature]

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Pamela J. Weber, a Notary Public for the above State and County, on this the 4th day of January, 2021.

SEAL



Pamela J. Weber
Notary Public

Pamela J. Weber
Print Name

My Commission Expires: 6-27-2021

c | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 8, 2021

Item Details

Presenter(s): Shelly Mayo, Planner II

Department(s): Planning and Community Development

Requested Motion

Motion to set the Public Hearing for the June 22, 2021 Town Council meeting regarding Rezoning Application #21CZ04 Williams Farm PUD. The applicant, Jessie Hardesty from the McAdams Co, seeks to rezone approximately 61.919 acres from Rural Residential (RR) to Planned Unit Development - Conditional Zoning (PUD-CZ). The proposed rezoning is located at 4525 Green Level West Road.

Approval Recommended?

The Planning and Community Development Department recommends approval.

Item Details

The property to be rezoned is identified as a portion of PIN 0713943738.

Attachments

- Vicinity Map
- Application





PLANNED UNIT DEVELOPMENT APPLICATION

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Application #: 2021-03 21CZ04

Submittal Date: 3-1-2021

Fee Paid: \$3119.19

Check #: Charge

PETITION TO AMEND THE OFFICIAL ZONING DISTRICT MAP

Project Name: Williams Farm

Address(es): 4525 Green Level West Rd

PIN(s) P/O 0713943738

Acreage: 61.919

Current Zoning: RR

Proposed Zoning: PUD-CZ

Current 2045 LUM Designation: Low Density Residential

Requested 2045 LUM Designation: Low Density Residential

See next page for LUM amendment

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

Area classified as mixed use:

Acreage: N/A

Area proposed as non-residential development:

Acreage: N/A

Percent of mixed use area proposed as non-residential:

Percent: N/A

Applicant Information

Name: Jessie Hardesty

Address: 2905 Meridian Parkway

City: Durham

State: NC

Zip: 27713

Phone: 919-361-5000

E-mail: hardesty@mcadamsco.com

Owner Information

Name: Eliza C Williams

Address: 4525 Green Level West Rd

City: Apex

State: NC

Zip: 27523

Phone: _____

E-mail: _____

Agent Information

Name: Alliance Group of NC (developer/real estate consultant)

Address: 7208 Falls of the Neuse Rd Suite 101

City: Raleigh

State: NC

Zip: 27615

Phone: 919-475-7314

E-mail: zumwalt@alliancegroupnc.com

Other contacts: Bob Zumwalt

CERTIFIED LIST OF NEIGHBORING PROPERTY OWNERS

Application #: 21CZ04

Submittal Date: 03/01/2021

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

Owner's Name	PIN
1. See attached list of owners within 300' of the subject property.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	

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

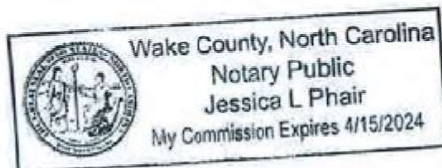
Date: 02/25/2021

By: Jessie Hardesty

COUNTY OF WAKE STATE OF NORTH CAROLINA

Sworn and subscribed before me, Jessica L Phair, a Notary Public for the above State and County, on this the 25th day of February, 2021.

SEAL



Jessica L Phair
Notary Public
Print Name

My Commission Expires: 4/15/24

PIN	Owner	Mail Address 1	Mail Address 2	Mail Address 3
713825716	LAKE CASTLEBERRY OWNERS ASSOCIATION INC	1100 PERIMETER PARK DR STE 112	MORRISVILLE NC 27560-9119	
713933017	MOWLANEJAD, SOPHIA ALEXANDER, JOHN LEE	414 GRAND HIGHCLERE WAY	APEX NC 27523-9609	
713933167	ASHTON RALEIGH RESIDENTIAL LLC	5711 SIX FORKS RD STE 300	RALEIGH NC 27609-3888	
713935033	LAKE CASTLEBERRY OWNERS ASSOCIATION INC	CHARLESTON MANAGEMENT CORPORATION	PO BOX 97243	RALEIGH NC 27624-7243
713935328	LAKE CASTLEBERRY OWNERS ASSOCIATION INC	1100 PERIMETER PARK DR STE 112	MORRISVILLE NC 27560-9119	
713936103	ASHTON RALEIGH RESIDENTIAL LLC	5711 SIX FORKS RD STE 300	RALEIGH NC 27609-3888	
713936189	ASHTON RALEIGH RESIDENTIAL LLC	5711 SIX FORKS RD STE 300	RALEIGH NC 27609-3888	
713937383	HARNEY, KEITH T. PENDRAK, PAMELA	395 GRAND HIGHCLERE WAY	APEX NC 27523-9608	
713937588	NOVELLI, MARIBEL S NOVELLI, DANILO	390 GRAND HIGHCLERE WAY	APEX NC 27523-9608	
713938460	CUMMINGS, HEATHER CUMMINGS, MICHAEL	391 GRAND HIGHCLERE WAY	APEX NC 27523-9608	
713938663	LEE, GENE TRUSTEE BARTO, AMY E TRUSTEE	386 GRAND HIGHCLERE WAY	APEX NC 27523-9608	
713939446	AGSTER, BRIAN AGSTER, MISCHA	387 GRAND HIGHCLERE WAY	APEX NC 27523-9608	
713939659	HALL, JAMES F HALL, KAVITA K	382 GRAND HIGHCLERE WAY	APEX NC 27523-9608	
713939905	LAKE CASTLEBERRY OWNERS ASSOCIATION INC	CHARLESTON MANAGEMENT CORPORATION	PO BOX 97243	RALEIGH NC 27624-7243
713943738	WILLIAMS, ELIZA C	4525 GREEN LEVEL WEST RD	APEX NC 27523-7516	
713947388	TOLL SOUTHEAST LP COMPANY INC	250 GIBRALTAR RD	HORSHAM PA 19044-2323	
713947691	TOLL SOUTHEAST LP COMPANY INC	250 GIBRALTAR RD	HORSHAM PA 19044-2323	
713948472	TOLL SOUTHEAST LP COMPANY INC	250 GIBRALTAR RD	HORSHAM PA 19044-2323	
713948708	TOLL SOUTHEAST LP COMPANY INC	250 GIBRALTAR RD	HORSHAM PA 19044-2323	
713949448	TOLL SOUTHEAST LP COMPANY INC	250 GIBRALTAR RD	HORSHAM PA 19044-2323	
713949656	LAKE CASTLEBERRY OWNERS ASSOCIATION INC	CHARLESTON MANAGEMENT CORPORATION	PO BOX 97243	RALEIGH NC 27624-7243

713949804	TOLL SOUTHEAST LP COMPANY INC	250 GIBRALTAR RD	HORSHAM PA 19044-2323	
713959207	JOHNSON, FREEMAN R	4501 GREEN LEVEL WEST RD	APEX NC 27523-7516	
713961359	HELTON, ROBERT D HELTON, LAURA S	1025 BATCHELOR RD	APEX NC 27523-5718	
713963564	HILLIARD, DOUGLAS R HILLIARD, DOROTHY A	1029 BATCHELOR RD	APEX NC 27523-5718	
713965333	POLKA, ESTHER POLKA, JAMES	1017 BATCHELOR RD	APEX NC 27523-5718	
723030521	SIVAKUMAR, MAHESH VEMULA, SUDHEERA	383 GRAND HIGHCLERE WAY	APEX NC 27523-9608	
723030734	ROBBINS, JONATHAN W ROBBINS, STEPHANIE H	378 GRAND HIGHCLERE WAY	APEX NC 27523-9608	
723040524	TOLL SOUTHEAST LP COMPANY INC	250 GIBRALTAR RD	HORSHAM PA 19044-2323	
723040769	TOLL SOUTHEAST LP COMPANY INC	250 GIBRALTAR RD	HORSHAM PA 19044-2323	
723041509	TOLL SOUTHEAST LP COMPANY INC	250 GIBRALTAR RD	HORSHAM PA 19044-2323	
723042327	LAKE CASTLEBERRY OWNERS ASSOCIATION INC	CHARLESTON MANAGEMENT CORPORATION	PO BOX 97243	RALEIGH NC 27624-7243
723050996	LEE, GREGORY LEE, REGINA	109 TURNSTONE DR	DURHAM NC 27703-8375	
723051332	GREENWELL, LINDA P TRUSTEE TRUSTEE OF LINDA J HALE LIVING TRUST	PO BOX 250	TERRELL NC 28682-0250	
723064572	SRN PROPERTIES LLC	123 PRESTON GRANDE WAY	MORRISVILLE NC 27560-7073	
18017	WILLIAMS ELIZA C	4525 GREEN LEVEL WEST RD	APEX NC 27523-7516	
76469	RAGLAND DIANE SEARS	1576 LUTHER RD	APEX NC 27502	
18057	SEARS BILLY L & JULIA N	1578 LUTHER RD	APEX NC 27523	
76468	CUMMINGS HEATH PHILLIP	315 SEARS PLACE DR	APEX NC 27523-5753	
18039	HILLIARD DOUGLAS R ETUX DOROTHY A	1029 BATCHELOR RD	APEX NC 27523	
18040	EVANGELIST WILLIAM J	1117 BATCHELOR RD	APEX NC 27502	
	TOWN OF APEX PLANNING DEPARTMENT	PO BOX 250	APEX NC 27502	

DEVELOPMENT NAME APPROVAL APPLICATION

Application #: 21CZ04

Submittal Date: 03/01/2021

Fee for Initial Submittal: No Charge

Fee for Name Change after Approval: \$500*

Purpose

To provide a consistent and clearly stated procedure for the naming of subdivisions and/or developments and entrance roadways (in conjunction with *Town of Apex Address Policy*) so as to allow developers to define and associate the theme or aesthetics of their project(s) while maintaining the Town's commitment to preserving the quality of life and safety for all residents of Apex proper and extraterritorial jurisdiction.

Guidelines

- ✓ The subdivision/development name shall not duplicate, resemble, or present confusion with an existing subdivision/development within Apex corporate limits or extraterritorial jurisdiction except for the extension of an existing subdivision/development of similar or same name that shares a continuous roadway.
- ✓ The subdivision/development name shall not resemble an existing street name within Apex corporate limits or extraterritorial jurisdiction unless the roadway is a part of the subdivision/development or provides access to the main entrance.
- ✓ The entrance roadway of a proposed subdivision/development shall contain the name of the subdivision/development where this name does not conflict with the Town of Apex *Road Name Approval Application* and *Town of Apex Address Policy* guidelines.
- ✓ The name "Apex" shall be excluded from any new subdivision/development name.
- ✓ Descriptive words that are commonly used by existing developments will be scrutinized more seriously in order to limit confusion and encourage distinctiveness. A list of commonly used descriptive words in Apex's jurisdiction is found below.
- ✓ The proposed subdivision/development name must be requested, reviewed and approved during preliminary review by the Town.
- ✓ A \$500.00 fee will be assessed to the developer if a subdivision/development name change is requested after official submittal of the project to the Town.*

*The imposed fee offsets the cost of administrative changes required to alleviate any confusion for the applicant, Planning staff, other Town departments, decision-making bodies, concerned utility companies and other interested parties. There is no charge for the initial name submittal.

Existing Development Titles, Recurring

	Residential	Non-Residential
10 or more	Creek, Farm(s), Village(s),	Center/Centre
6 to 9	Crossing(s), Park, Ridge, Wood(s)	Commons, Park
3 to 5	Acres, Estates, Glen(s), Green*, Hills	Crossing(s), Plaza, Station, Village(s)

*excludes names with Green Level

DEVELOPMENT NAME APPROVAL APPLICATION

Application #: 21CZ04

Submittal Date: 03/01/2021

Proposed Subdivision/Development Information

Description of location: 4525 Green Level West Rd, Apex NC

Nearest intersecting roads: Green Level West Rd and Batchelor Rd

Wake County PIN(s): 0713943738

Township: White Oak

Contact Information (as appropriate)

Contact person: Bob Zumwalt

Phone number: 919-475-7314

Fax number: _____

Address: 7208 Falls of the Neuse Rd Suite 101 Raleigh, NC

E-mail address: zumwalt@alliancegroupnc.com

Owner: Eliza C Williams

Phone number: _____

Fax number: _____

Address: 4525 Green Level West Rd Apex, NC

E-mail address: _____

Proposed Subdivision/Development Name

1st Choice: Williams Farm

2nd Choice (Optional): _____

Town of Apex Staff Approval:

Town of Apex Planning Department Staff

Date

TOWN OF APEX UTILITIES OFFER AND AGREEMENT

Application #: 21CZ04

Submission Date: 03/01/2021

**Town of Apex
73 Hunter Street
P.O. Box 250 Apex, NC 27502
919-249-3400**

WAKE COUNTY, NORTH CAROLINA CUSTOMER SELECTION AGREEMENT

Williams Property PUD

(the "Premises")

The Town of Apex offers to provide you with electric utilities on the terms described in this Offer & Agreement. If you accept the Town's offer, please fill in the blanks on this form and sign and we will have an Agreement once signed by the Town.

Stanley Martin Homes, the undersigned customer ("Customer") hereby irrevocably chooses and selects the Town of Apex (the "Town") as the permanent electric supplier for the Premises. Permanent service to the Premises will be preceded by temporary service if needed.

The sale, delivery, and use of electric power by Customer at the Premises shall be subject to, and in accordance with, all the terms and conditions of the Town's service regulations, policies, procedures and the Code of Ordinances of the Town.

Customer understands that the Town, based upon this Agreement, will take action and expend funds to provide the requested service. By signing this Agreement the undersigned signifies that he or she has the authority to select the electric service provider, for both permanent and temporary power, for the Premises identified above.

Any additional terms and conditions to this Agreement are attached as Appendix 1. If no appendix is attached this Agreement constitutes the entire agreement of the parties.

Acceptance of this Agreement by the Town constitutes a binding contract to purchase and sell electric power.

Please note that under North Carolina General Statute §160A-332, you may be entitled to choose another electric supplier for the Premises.

Upon acceptance of this Agreement, the Town of Apex Electric Utilities Division will be pleased to provide electric service to the Premises and looks forward to working with you and the owner(s).

ACCEPTED:

CUSTOMER: Stanley Martin Homes

BY:


Authorized Agent

DATE:

2/22/2021

TOWN OF APEX

BY:

Authorized Agent

DATE:

AGENT AUTHORIZATION FORM

Application #: 21CZ04

Submittal Date: 03/01/2021

Eliza C Williams is the owner* of the property for which the attached application is being submitted:

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

The property address is: 4525 Green Level West Rd Apex, NC 27523

The agent for this project is: Alliance Group of NC

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

Agent Name: Jacob Anderson

Address: 7208 Falls of the Neuse Rd Suite 101 Raleigh, NC

Telephone Number: 919-239-9486

E-Mail Address: jacob@alliancegroupnc.com

Signature(s) of Owner(s)*

Eliza C Williams

Eliza C Williams

Type or print name

2-22-21

Date

Type or print name

Date

Attach additional sheets if there are additional owners.

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

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

AFFIDAVIT OF OWNERSHIPApplication #: 21CZ04Submittal Date: 03/01/2021

The undersigned, Eliza C. Williams (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 4525 Green Level West Rd and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 12-3-13, and recorded in the Wake County Register of Deeds Office on 12-3-13, in Book 14-E Page 362.
4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 12-3-13, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 12-3-13, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 17 day of February, 2021.

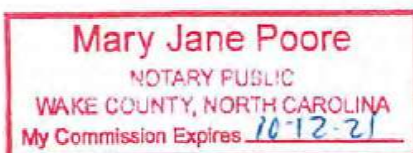
Eliza C. Williams (seal)
Eliza C. Williams

Type or print name

STATE OF NORTH CAROLINA

COUNTY OF WAKE

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



[NOTARY SEAL]

Mary Jane Poore
Notary Public
State of North Carolina
My Commission Expires: 10-12-21

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: 21CZ04

Submittal Date: 03/01/2021

Insert legal description below.

WILLIAMS TRACT LEGAL DESCRIPTION

BEGINNING AT A POINT IN THE SOUTHERN RIGHT OF WAY OF GREEN LEVEL WEST ROAD (60-FOOT PUBLIC RIGHT OF WAY); THENCE SOUTH 01°32'22" WEST 672.98 FEET TO AN IRON PIPE; THENCE SOUTH 01°31'22" WEST 1361.14 FEET TO A STAKE; THENCE SOUTH 56°33'17" WEST 368.90 FEET TO AN IRON PIPE; THENCE SOUTH 88°32'13" WEST 421.25 FEET TO AN IRON PIPE; THENCE SOUTH 66°10'21" WEST 554.69 FEET TO AN IRON PIPE; THENCE NORTH 10°48'22" WEST 715.81 FEET TO A POINT IN THE COUNTY LINE BETWEEN CHATHAM AND WAKE COUNTY; THENCE SAID COUNTY LINE NORTH 15°51'13" EAST 2040.73 FEET TO A POINT IN THE SOUTHERN RIGHT OF WAY OF GREEN LEVEL WEST ROAD (60-FOOT PUBLIC RIGHT OF WAY); THENCE WITH SAID RIGHT OF WAY A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 73.21 FEET, WITH A RADIUS OF 630.00 FEET, WITH A CHORD BEARING OF SOUTH 51°48'57" EAST, WITH A CHORD LENGTH OF 73.17 FEET TO A POINT; THENCE SOUTH 48°29'13" EAST 203.90 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF 272.48 FEET, WITH A RADIUS OF 320.00 FEET, WITH A CHORD BEARING OF SOUTH 72°52'50" EAST, WITH A CHORD LENGTH OF 264.32 FEET TO A POINT; THENCE NORTH 82°43'32" EAST 98.78 FEET TO A POINT; THENCE NORTH 80°33'13" EAST 310.74 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 2,697,206 SQUARE FEET, 61.919 ACRES.

Wake County Residential Development Notification

Developer Company Information	
Company Name	Stanley Martin Homes
Company Phone Number	919-977-8760
Developer Representative Name	Brian Ketchem
Developer Representative Phone Number	919-724-0624
Developer Representative Email	KetchemBK@stanleymartin.com

New Residential Subdivision Information	
Date of Application for Subdivision	August 2021
City, Town or Wake County Jurisdiction	Apex
Name of Subdivision	Williams Property PUD
Address of Subdivision (if unknown enter nearest cross streets)	Green Level West Rd and Batchelor Rd.
REID(s)	0077518
DIN(s)	0713943738

Projected Dates Information

Subdivision Completion Date	January 2022
Subdivision Projected First Occupancy Date	November 2023

Lot by Lot Development Information

Unit Type	Total # of Units	Senior Living	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	Square Foot Range		Price Range		Anticipated Completion Units & Dates			
								Min	Max	Low	High	Year	# Units	Year	# Units
Single Family	166					166		2,800	3,500	\$550K	\$750K	2023	50	2024	58
Townhomes	10					10		1,800	2,400	\$250K	\$320K	2023	0	2024	10
Condos															
Apartments															
Other															

Please complete each section of this form and submit with your application.

Town of Apex staff will enter this information into the online WCPSS form.

Please send any questions about this form to: studentassignment-gis-group@wcpss.net

NOTICE OF ELECTRONIC NEIGHBORHOOD MEETING

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

January 27, 2021

Date

Dear Neighbor:

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

4525 GREEN LEVEL WEST RD

0713943738

Address(es)

PIN(s)

in accordance with the Town of Apex Electronic Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, you may contact the applicant before or after the meeting is held. Once an application has been submitted to the Town, it may be tracked using the [Interactive Development Map](#) or the [Apex Development Report](#) located on the Town of Apex website at www.apexnc.org. If at all feasible given emergency declarations, limits on in-person gatherings, and social distancing, an additional in-person Neighborhood Meeting may be scheduled and held prior to a public hearing or staff decision on the application.

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

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

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

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

The attached maps and plan illustrate the proposal for a rezoning located on Green Level West Road for a new residential development. The proposed project area is about 62 acres, and is located on the border of Wake County and Chatham County.

Estimated submittal date: March 1, 2021

MEETING INFORMATION:

Property Owner(s) name(s): Eliza C Williams

Applicant(s): McAdams

Contact information (email/phone): hardesty@mcadamsco.com / 540-958-9098

Electronic Meeting invitation/call in info: Please see attached sheet for Zoom meeting information

Date of meeting**: February 11, 2021

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

MEETING AGENDA TIMES:

Welcome: 6:00-6:05 Project Presentation: 6:05-6:20 Question & Answer: 6:20-8:00

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

PROJECT CONTACT INFORMATION

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Development Contacts:

Project Name: Williams Property Zoning: PUD-CZ

Location: 4525 Green Level West Rd

Property PIN(s): 0713943738 Acreage/Square Feet: Total: 73.10 Project Area: 61.83

Property Owner: Eliza C Williams

Address: 4525 Green Level West Rd

City: Apex State: NC Zip: 27523

Phone: _____ Email: _____

Developer: Alliance Group of NC

Address: 7208 Falls of the Neuse Rd Suite 101

City: Raleigh State: NC Zip: 27615

Phone: 919-475-7314 Fax: _____ Email: zumwalt@alliancegroupnc.com

Engineer: McAdams

Address: 2905 Meridian Parkway

City: Durham State: NC Zip: 27713

Phone: 919-624-3672 Fax: _____ Email: jfinch@mcadamsco.com

Builder (if known): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

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

Town of Apex Department Contacts

Planning Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks Planner	(919) 249-7468
Public Works - Transportation Russell Dalton, Senior Transportation Engineer	(919) 249-3358
Water Resources Department Jessica Bolin, Senior Engineer (Stormwater, Sedimentation & Erosion Control) Stan Fortier, Senior Engineer (Stormwater, Sedimentation & Erosion Control) James Gregg, Utility Engineer (Water & Sewer)	(919) 249-3537 (919) 249-1166 (919) 249-3324
Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(919) 249-3342

Providing Input to Town Council:

Each Town Council meeting agenda includes a Public Forum time when anyone is permitted to speak for three (3) minutes on any topic with the exception of items listed as Public Hearings for that meeting. The Town Council meets on the 1st and 3rd Tuesdays of each month at 6:00 p.m. (except for holidays, see schedule of meetings at <http://www.apexnc.org/838/Agendas-Minutes>). You may also contact Town Council by e-mail at AllCouncil@apexnc.org.

Private Agreements and Easement Negotiation:

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

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

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

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

Documentation:

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

COMMON CONSTRUCTION ISSUES & WHO TO CALL

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Noise & Hours of Construction:	Non-Emergency Police	919-362-8661
-------------------------------------------	-----------------------------	---------------------

Noise from tree removal, grading, excavating, paving, and building structures is a routine part of the construction process. The Town generally limits construction hours from 7:00 a.m. to 8:30 p.m. so that there are quiet times even during the construction process. Note that construction outside of these hours is allowed with special permission from the Town when it makes more sense to have the construction occur at night, often to avoid traffic issues. In addition, the Town limits hours of blasting rock to Monday through Friday from 8:00 a.m. to 5:00 p.m. Report violations of construction hours and other noise complaints to the Non-Emergency Police phone number at 919-362-8661.

Construction Traffic:	James Misciagno	919-372-7470
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Construction truck traffic will be heavy throughout the development process, including but not limited to removal of trees from site, loads of dirt coming in and/or out of the site, construction materials such as brick and wood brought to the site, asphalt and concrete trucks come in to pave, etc. The Town requires a construction entrance that is graveled to try to prevent as much dirt from leaving the site as possible. If dirt does get into the road, the Town can require they clean the street (see "Dirt in the Road" below).

Road Damage & Traffic Control:	Water Resources – Infrastructure Inspections	919-362-8166
-------------------------------------------	-----------------------------------------------------	---------------------

There can be issues with roadway damage, roadway improvements, and traffic control. Potholes, rutting, inadequate lanes/signing/stripping, poor traffic control, blocked sidewalks/paths are all common issues that should be reported to Water Resources – Infrastructure Inspections at 919-249-3427. The Town will get NCDOT involved if needed.

Parking Violations:	Non-Emergency Police	919-362-8661
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Unless a neighbor gives permission, there should be no construction parking in neighbors' driveways or on their property. Note that parking in the right-of-way is allowed, but Town regulations prohibit parking within 15 feet of driveways so as not to block sight triangles. Trespassing and parking complaints should be reported to the Non-Emergency Police phone number at 919-362-8661.

Dirt in the Road:	James Misciagno	919-372-7470
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Sediment (dirt) and mud gets into the existing roads due to rain events and/or vehicle traffic. These incidents should be reported to James Misciagno. He will coordinate the cleaning of the roadways with the developer.

Dirt on Properties or in Streams:	James Misciagno Danny Smith	919-372-7470 Danny.Smith@ncdenr.gov
------------------------------------------	----------------------------------------------	--------------------------------------------------------------------------------------------------

Sediment (dirt) can leave the site and get onto adjacent properties or into streams and stream buffers; it is typically transported off-site by rain events. These incidents should be reported to James Misciagno at 919-372-7470 so that he can coordinate the appropriate repairs with the developer. Impacts to the streams and stream buffers should also be reported to Danny Smith (danny.smith@ncdenr.gov) with the State.

Dust:	James Misciagno	919-372-7470
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During dry weather dust often becomes a problem blowing into existing neighborhoods or roadways. These incidents should be reported to James Misciagno at 919-372-7470 so that he can coordinate the use of water trucks onsite with the grading contractor to help control the dust.

Trash:	James Misciagno	919-372-7470
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Excessive garbage and construction debris can blow around on a site or even off of the site. These incidents should be reported to James Misciagno at 919-372-7470. He will coordinate the cleanup and trash collection with the developer/home builder.

Temporary Sediment Basins:	James Misciagno	919-372-7470
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Temporary sediment basins during construction (prior to the conversion to the final stormwater pond) are often quite unattractive. Concerns should be reported to James Misciagno at 919-372-7470 so that he can coordinate the cleaning and/or mowing of the slopes and bottom of the pond with the developer.

Stormwater Control Measures:	Jessica Bolin	919-249-3537
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Post-construction concerns related to Stormwater Control Measures (typically a stormwater pond) such as conversion and long-term maintenance should be reported to Mike Deaton at 919-249-3413.

Electric Utility Installation:	Rodney Smith	919-249-3342
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Concerns with electric utility installation can be addressed by the Apex Electric Utilities Department. Contact Rodney Smith at 919-249-3342.

January 27, 2021

RE: Virtual Neighborhood Meeting – Zoom Instructions

Dear Property Owner,

Due to the current circumstances of COVID-19, we will be hosting a virtual neighborhood meeting via Zoom Webinar. The meeting will be held on February 11th and begin at 6:00 PM Eastern Time.

- > To attend the meeting via computer, type in the following link in your internet browser:
<https://mcadamsco.zoom.us/j/94170532762?pwd=cGZjUktWS3lZT0pGNXp6Vi81enFmZz09>

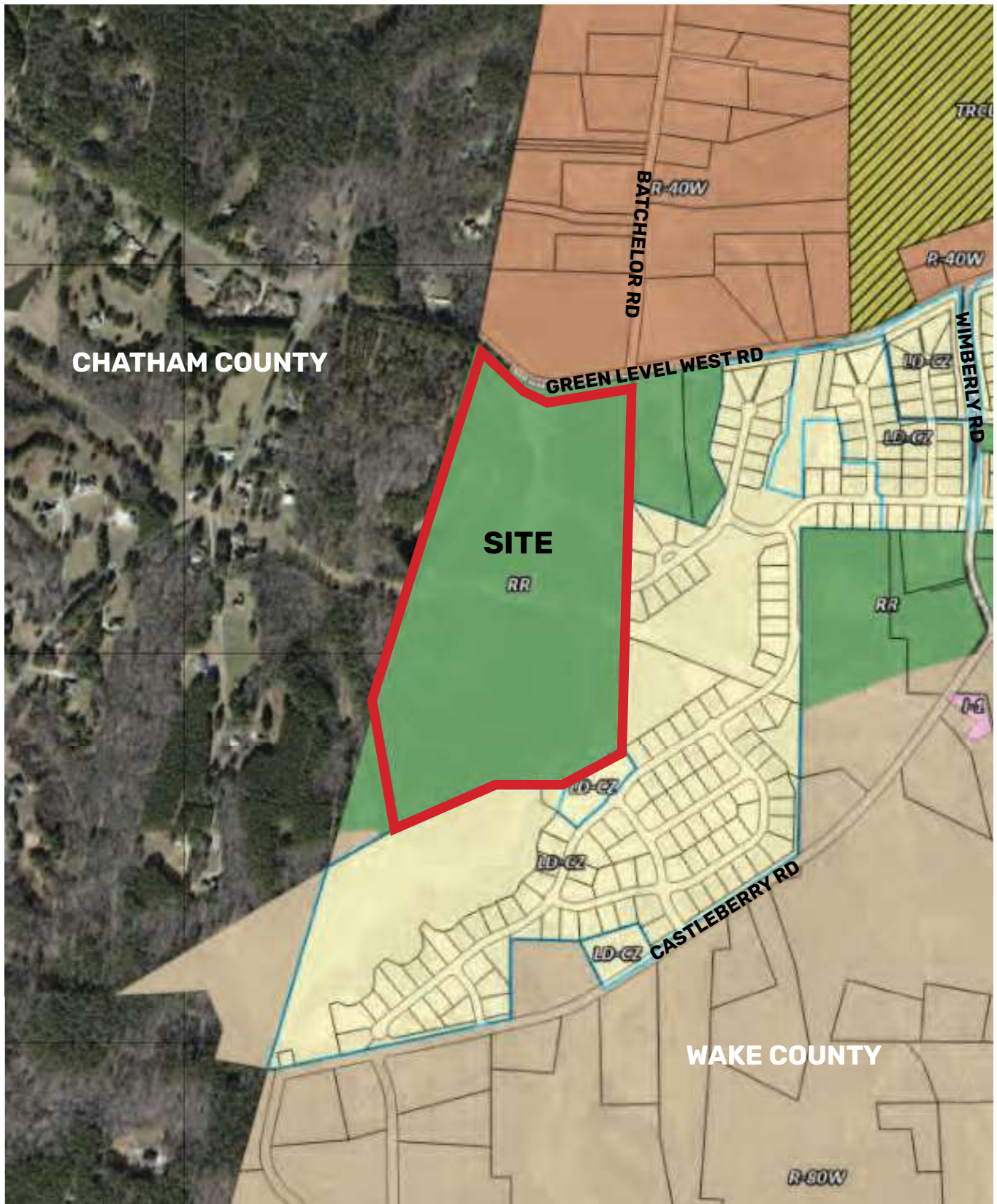
Passcode: **415490**

- > To attend the meeting via phone, you may dial in by your location:
US: +1 646 876 9923 or
+1 301 715 8592 or
877 853 5247 (Toll Free)

When prompted, enter the Meeting ID: **941 7053 2762**

Sincerely,
MCADAMS





**WILLIAMS PROPERTY
REZONING**

**4525 GREEN LEVEL
WEST RD
APEX, NC**

**EXISTING
ZONING MAP**

FEB 2021



WILLIAMS PROPERTY

SITE DATA TABLE

Total Site Area	+/- 61.83 acres
Advance Apex 2045 Land Use Designation	Low Density Residential
*Low Density Residential is intended to provide for single-family residential development or single-family residential development with a mix of duplexes and/or townhomes on lots smaller than those in the rural residential areas. Densities shall not exceed 3 units per acre.	
Low Density Residential Maximum Density	3 units/acre
Proposed Maximum Density	2.85 units/acre (176 units)
Required Resource Conservation Area	30% of total site area

LEGEND

- REALIGNED ROADWAY
- ACCESS ARROW
- TRAILS
- CHAMPION TREES

CHAMPION TREES AND STACKED STONE WALL

FLATTEN CURVE
ALIGNMENT OF GREEN
LEVEL WEST ROAD

EASTERN
PROPERTY LINE:
20' TYPE 'B'
BUFFER

DEVIN
CREST CT

HAWTHORNE
WOODS RD

WALKING TRAILS

GRAND HIGHCLERE WAY

LAKE CASTLEBERRY DR
BELLAMY
RIDGE DR

LAKE CASTLEBERRY

EXISTING
LAKE

CHATHAM COUNTY
WAKE COUNTY

CHATHAM COUNTY
WAKE COUNTY

ELECTRONIC NEIGHBORHOOD MEETING ATTENDANCE SHEET

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Meeting Format: Zoom

Date of meeting: February 11, 2021 Time of meeting: 6:00pm-8:00pm

Property Owner(s) name(s): Eliza C. Williams

Applicant(s): McAdams & Alliance Group of NC

Please list Electronic Neighborhood Meeting Attendees who provided their name and/or contact information either during the meeting or via phone/email before or after the meeting.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	Rehab Hamad				
2.	Stephanie Hedrick				
3.	Maribel Novelli	390 Grand Highclere Way, Apex 27523			
4.	Billy L. Sears	225 Sears Place Drive			
5.	Pam Pendrak & Keith Harney	395 Grand Highclere Way			
6.	Sumanth Kota & Ramya Kota	3212 Devon Crest CT, Apex, NC 27523			
7.	Warren A Sears	305 Averroe Drive			
8.	Joni and David Klem	316 Grand Highclere Way, Apex,			
9.	Shirley and Scott Diefenbach				
10.	John Hamilton	434 Grand Highclere Way, Apex			
11.	Zoe Stamataros	221 Glenvale Street, Lake Castleberry			
12.	Elsie and Joe Florio				
13.	Ed Paiewonsky	3260 Bellamy Ridge Drive			
14.	Vasanth Baliga				

Use additional sheets, if necessary.

ELECTRONIC NEIGHBORHOOD MEETING ATTENDANCE SHEET

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Meeting Format: Zoom

Date of meeting: February 11, 2021 Time of meeting: 6:00pm-8:00pm

Property Owner(s) name(s): Eliza C. Williams

Applicant(s): McAdams & Alliance Group of NC

Please list Electronic Neighborhood Meeting Attendees who provided their name and/or contact information either during the meeting or via phone/email before or after the meeting.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	Kenneth and Dianne Ragland	186 Sears Place Drive Apex Nc			
2.	Jamie Hinckley	363 Grand Highclere Way			
3.	Gene Lee & Amy Barto	386 Grand Highclere Way			
4.	Meena and Vasanth Baliga	3200 Devon Crest Ct			
5.	Deepak Dhar	214 Glenvale St, Apex NC 27523			
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					

Use additional sheets, if necessary.

SUMMARY OF DISCUSSION FROM THE ELECTRONIC NEIGHBORHOOD MEETING

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Property Owner(s) name(s): Eliza Williams

Applicant(s): McAdams

Contact information (email/phone): hardesty@mcadamsco.com / 540-958-9098

Meeting Format: Zoom

Date of meeting: 02/11/2021 Time of meeting: 6:00pm-8:00pm

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

Question/Concern #1:

Will this community connect to Hawthorne Woods Rd?

Applicant's Response:

Yes, this connection will be required by the Town of Apex.

Question/Concern #2:

Can you further explain the purple areas on the eastern side?

Applicant's Response:

We are required to collect all water and detain and treat it. Those areas are conceptual stormwater collection areas.
They will look like wetland areas with plants.

Question/Concern #3:

Will anything be done to decrease traffic?

Applicant's Response:

Our traffic engineer is currently preparing a traffic study and if there are issues that arise, those will be commitments in our application.

Question/Concern #4:

Will the neighborhood have a pool or other amenities?

Applicant's Response:

There won't be a pool or clubhouse like Castleberry. Our amenities would look more like small pocket parks throughout the development with things like a gazebo, picnic shelter, law areas, etc.

Question/Concern #5: How many single family units will there be?

Applicant Response: We will have a maximum of 176 units total.

Question/Concern #6: How much of a buffer will there be on the eastern side by Devon Crest Ct?

A: There will be at least a 20' buffer or more on the eastern property line.

Question/Concern #7: How will you prevent drainage from going into Lake Castleberry?

Applicant Response: Ultimately the water will drain to this lake, but it will be treated. (gave details of how)

Question/Concern #8: Is it possible to ensure that townhomes won't be close to Lake Castleberry?

Applicant Response: If there are any townhomes, we will make sure there are conditions so they are not close to the lake and adjacent neighborhood. We appreciate that feedback and we imagine if there are townhomes they would be closer to Green Level West Rd.

Question/Concern #9: What kind of tree screens will there be? Will we see homes in the new development?

Applicant Response: We will have a Type B buffer that requires a certain mix of trees and shrubs. The vast majority of the interface between the two neighborhoods will have about 200 feet of preserved wetland buffer so there won't be many areas where you can see the neighborhood.

Question/Concern #10: Is the Castleberry Lake considered to be a part of this property?

Applicant Response: There is a very small piece of the lake the crosses the property line. We might have a trail that goes to this area, but we aren't proposing new trails to go all the way around the lake outside of our property.

Question/Concern #11: What will the stormwater treatment areas look like?

Applicant Response: These will likely look similar to the wet ponds that exist in Lake Castleberry neighborhood with vegetation/plantings around the perimeter.

Question/Concern #12: Do you have plans from the creek sections? We have trees that are falling because their roots are wet from extra water from houses.

Applicant Response: We are not allowed to disturb anything in the creeks and the buffer areas remain untouched unless we have to remove a tree because it is sick/unhealthy.

Question/Concern #13: There is a big concern about traffic with the future neighborhood cutting through Lake Castleberry to get to Wimberly.

Applicant Response: We imagine it will actually be easier for residents in the new neighborhood to drive straight out to Green Level West. The traffic study will also take note of things like this and we will note your concern.

Question/Concern #14: What additional buffers will be provided by Lake Castleberry?

Applicant Response: There will already be 200+ feet of buffers, so nothing in addition to that.

Question/Concern #15: What will be across from the lake?

Applicant Response: We won't touch buffer areas across from the lake, and any homes that are across from the lake will be single family.

Question/Concern #16: How many single family versus townhomes?

Applicant Response: It is too early to tell, but we wouldn't have more than 20-25 townhomes if we have any. This is part of why we are here tonight is to hear your feedback on that.

Question/Concern #17: Are there any similar neighborhoods to this development that are in the area?

Applicant Response: None exactly like this from Stanley Martin. Yates Mill and Buffalo Trace is probably not too far off as far as product.

Question/Concern #18: We would prefer just single family homes instead of townhomes.

Applicant Response: Thanks for your feedback.

Question/Concern #19: Concern about removing trees near Devin Crest Ct – is there anything else that can be done?

Applicant Response: Maybe we can walk the property line with you so we can come up with creative solutions and work on it together. It is a little early for us to understand what would be stormwater related behind your home. We are happy to work with you and talk through it.

Question/Concern #20: Are there any buffers on the western side of the property?

Applicant Response: We will probably be providing buffers similar to the eastern side of the property. It is the same owner as our property.

Question/Concern #21: Our property is lower than your property next door. Concerned about erosion and water.

Applicant Response: There will be significant natural area between new homes and your property. We can coordinate with you more to as the design develops to communicate everything.

Question/Concern #22: What is build out time?

Applicant Response: Development wouldn't happen for at least another two years.

Question/Concern #23: Will you be purchasing the property to the west.

Applicant Response: No plans to pursue the property at this time. Being in Chatham County provides some complications.

Question/Concern #24: I noticed surveyors using the Lake Castleberry parking lot next to my property. Will this be happening in the future?

Applicant Response: Our surveyors used this parking lot to access the southern property line, but their work has been completed. We can give notice if for some reason they need to come back out to the property. The only other thing you might see on site is that there are soil borings in the next couple of weeks.

Question/Concern #25: Why are you are connecting to Hawthorne Woods Rd?

Applicant Response: Apex has connection and access point requirements, and we are required to make this connection. We will also have traffic calming throughout the development.

Question/Concern #26: Who is the builder?

Applicant Response: Stanley Martin Homes.

Question/Concern #27: What is the first red arrow above Hawthorne Woods Road?

Applicant Response: This is a road stub. The adjacent property could develop in the future and would connect to our property through that stub.

Question/Concern #28: What is the pricing range on homes going in here?

Applicant Response: We really aren't sure yet, it will depend on the market. They will be nice homes.

Question/Concern #29: Will this neighborhood be zoned for White Oak Elementary and Mills Park Middle?

Applicant Response: Yes, it is.

Question/Concern #30: Will there be a follow up call in the future?

Applicant Response: We definitely want to meet up with Shirley and Sumanth at the site to walk through some things and then have a follow up meeting to begin to paint the picture more for everyone in 3 to 4 weeks.

At approximately 7:05pm there were no more questions. The zoom meeting stayed open until 8:00pm in case anyone joined in late, but there were no more attendees.

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

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

I, Jessie Hardesty, do hereby declare as follows:

Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Planning Department, all property owners within 300 feet of the subject property and any neighborhood association that represents citizens in the area via first class mail a minimum of 10 days in advance of the Neighborhood Meeting.
3. The meeting was conducted at Zoom Webinar (location/address) on February 11, 2021 (date) from 6:00pm (start time) to 8:00pm (end time).
4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.

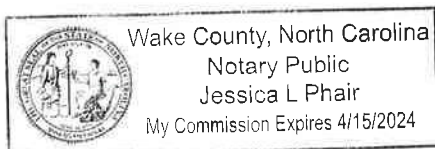
02/25/2021
Date

By: Jessie Hardesty

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Jessica L Phair, a Notary Public for the above State and County, on this the 25th day of February, 20 21.

SEAL



Jessica L. Phair
Notary Public
Jessica L. Phair
Print Name

My Commission Expires: 4/15/24



WILLIAMS FARM PLANNED UNIT DEVELOPMENT

4525 GREEN LEVEL WEST RD
APEX, NORTH CAROLINA | PD PLAN



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WILLIAMS FARM

Planned Unit Development
Prepared for The Town of Apex, North Carolina

Submittal Dates

First Submittal: March 1, 2021
Second Submittal: April 9, 2021
Third Submittal: May 15, 2021
Fourth Submittal: May

State Consultant

Group of NC
Is of Neuse Rd Suite 101
NC 27615

Builder

Stanley Martin Homes
4020 Westchase Blvd, Suite 470,
Raleigh, NC 27607

Planner, Engineer, Landscape Architect, Surveyor

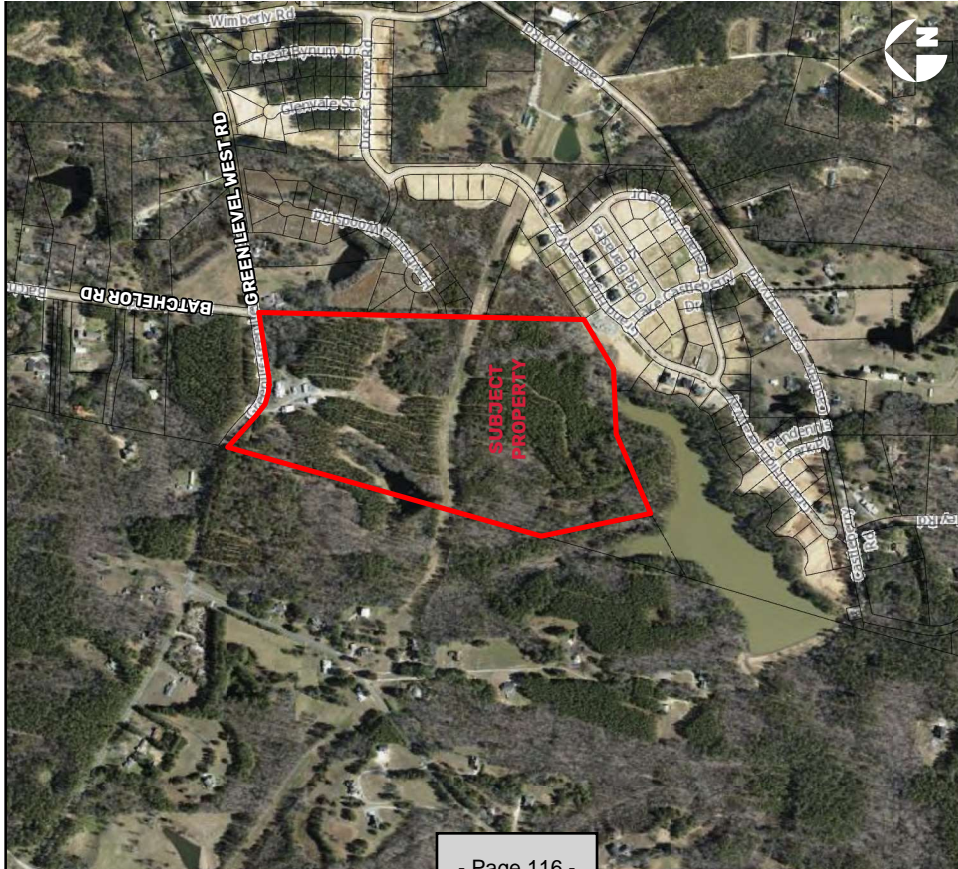
McAdams
2905 Meridian Parkway
Durham NC 27113

Environmental Consultant

S&EC
8412 Falls of Neuse Road, Suite 104
Raleigh, NC 27615



VICINITY MAP



PROJECT DATA

Name of Project:	Williams Farm
Applicant/ Real Estate Consultant:	Alliance Group of NC 7208 Falls of Neuse Rd Suite 101 Raleigh NC 27615 919-475-7314
Prepared By:	McAdams 2905 Meridian Parkway Durham, NC 27713 919-361-5000
Current Zoning Designation:	RR
Proposed Zoning Designation:	PUD-CZ
Current 2045 Land Use Map Designation:	Low Density Residential
Proposed 2045 Land Use Map Designation:	Low Density Residential
Size of Project:	Approximately 61919 acres (Acreage may vary based on final alignment of Green Level West Road)
Property Identification Number:	P/O 0713943738

PURPOSE STATEMENT

The Williams Farm PUD will be a residential development consisting of single family homes. The proposed development will set aside required resource conservation areas throughout the 61.919-acre property. Williams Farm's concept is consistent with the Town's stated PUD goal to provide site specific, high quality neighborhoods that exhibit natural feature preservation as well as compatibility with, and connectivity to, surrounding land uses. This development will comply with the PUD Development Parameters outlined in §2.3.4.F1.a.i-vii of the Town of Apex Unified Development Ordinance. The Williams Farm PUD is in accordance with the Development Parameters as follows:

- *The uses to be developed in the PD Plan for the PUD-CZ are those uses permitted in Section 4.2.2, Use Table.*
- » **The uses permitted within the Williams Farm PUD are permitted per §4.2.2 of the Town of Apex UDO.**
- *The uses proposed in the PD Plan for the PUD-CZ can be entirely residential, entirely non-residential, or a mix of residential and non-residential uses, provided a minimum percentage of the non-residential land area is included in certain mixed-use areas as specified on the 2045 Land Use Map. The location of uses proposed by the PUD-CZ must be shown on the PD Plan with a maximum density for each type of residential use and a maximum square footage for each type of non-residential use.*

- » **Williams Farm is an entirely residential development including a maximum of 176 units.**

The dimensional standards in §5.1.3 Table of Intensity and Dimensional Standards, Planned Development Districts, may be varied in the PD Plan for PUD-CZ. The PUD-CZ shall demonstrate compliance with all other dimensional standards of the UDO, North Carolina Building Code, and North Carolina Fire Code.

- » **The proposed dimensional standards are in compliance with the Town of Apex UDO. Development of the parcel will be in compliance with all other requirements of the UDO, North Carolina Building Code, and North Carolina Fire Code.**

- *The development proposed in the PD Plan for PUD-CZ encourages cluster and compact development to the greatest extent possible that is interrelated and linked by pedestrian ways, bikeways, and other transportation systems. At a minimum, the PD Plan must show sidewalk improvements as required by the Apex Transportation Plan and the Town of Apex Standard Specifications and Details, and greenway improvements as required by the Town of Apex Parks, Recreation, and Open Space Plan and the Apex Transportation Plan. In addition, sidewalks shall be provided on both sides of all streets for single-family detached homes.*

- » **Public sidewalks will be constructed along the both sides of all streets as well as along the entire frontage of Green Level West Road, per Town of Apex UDO standards. To encourage a healthy lifestyle and establish a walkable community, pedestrian greenways will also be incorporated throughout the development connecting residential areas to open space amenities located throughout the development. In addition, the site is located within a half mile of the American Tobacco Trail which may be accessed via public sidewalk connections through the Lake Castleberry neighborhood and ultimately along Green Level West Road.**

- *The design of development in the PD Plan for the PUD-CZ results in land use patterns that promote and expand opportunities for walkability, connectivity, public transportation, and an efficient network of streets. Cul-de-sacs shall be avoided unless the design of the subdivision and the existing proposed or proposed street system in the surrounding area indicated that a through street is not essential in the location of the proposed cul-de-sacs, or where sensitive environmental features such as streams, floodplains, or wetlands would be substantially disturbed by making road connections.*

- » **Williams Farm will create a walkable residential community connected by sidewalks, tree-lined streets, and greenways. Cul-de-sacs will be avoided to enhance the connectivity of the development.**

- *The development proposed in the PD Plan for PUD-CZ is compatible with the character of surrounding land uses and maintains and enhances the value of surrounding properties.*

- » **Williams Farm PUD-CZ is consistent with The Town of Apex's Future Land Use Map and compatible with the surrounding land uses. The parcel is designated as Low Density Residential on the 2045 Land Use Map as are the surrounding properties. Current zoning surrounding the development includes Apex RR and LD-CZ on the eastern side, Wake County R-40W on the northern side, and Chatham County R-1 zoning on the western side of the property. It is important to note that the western boundary of the proposed PUD coincides with the Chatham County line. In addition, land located immediately north is within the Town of Cary's ETJ.**

- *The development proposed in the PD Plan for the PUD-CZ has architectural and design standards that are exceptional and provide a higher quality than routine developments. All residential uses proposed in a PD Plan for PUD-CZ shall provide architectural elevations representative of the residential structures to be built to ensure the Standards of this Section are met.*

- » **All single-family homes will be of a higher quality construction than the typical residential development. Architectural controls and sample elevations illustrating the high-quality appearance of single-family homes are included with the PUD-CZ application.**

All site-specific standards and conditions of this PD Plan shall be consistent with all Conditional Zoning (CZ) District standards set forth in the UDO Section 2.3.3, Conditional Zoning Districts. The proposed PUD will provide a development density consistent with the 2045 Land Use Plan designation of Low Density Residential. The Advance Apex Plan describes Low Density Residential as "intended to provide for single-family residential development or single-family residential development with a mix of duplexes and/or townhomes on lots smaller than those in the rural residential areas...Densities shall not exceed 3 units per acre." The proposed density of this development is 2.89 units per acre.

The proposed development aims to incorporate the history of the site into the design, preserving notable elements such as the stacked stone walls along Green Level West Rd. the champion trees at the entry to the neighborhood, and the old farm pond on the western boundary. The site will dedicate at least 30% of the land for resource conservation areas with an emphasis on protecting the wetlands located heavily on the eastern property boundary. The site is divided by an existing gas easement, but walking trails will wind through the development connecting residential areas, open space, pocket parks, and forested land throughout.

PERMITTED USES

The Rezoned Lands may be used for, and only for, the uses listed immediately below. The permitted uses are subject to the limitations and regulations stated in the UDO and any additional limitations or regulations stated below.

Permitted uses include:

Residential
Single-Family
Accessory apartment*
Utilities
Utility, minor
Recreational Uses
Greenway
Park, Active
Park, Passive
Recreation Facility, private

Homeowner Association covenants shall not restrict the construction of accessory dwelling units.

DESIGN CONTROLS

Total Project Area: 61.919 acres

Overall Density Limitations (across 61.919-acre site): 2.89 units per acre
• Maximum number of units (single-family homes): 176

Residential Design Controls

Single-Family

- Minimum Lot Size: 5,000 square feet
- Minimum Lot Width: 40 feet
- Minimum Lot Depth: 100 feet
- Maximum Building Height: 45 feet
- Building Setbacks
 - » Front: 20 feet to garage; 8 feet to building façade
 - » Side: 5 feet
 - » Rear: 20 feet
 - » Alley: 5 feet
 - » Corner: 8 feet

AFFORDABLE HOUSING

The project is committed to helping the Town of Apex advance their Affordable Housing Plan to welcome and attract a diverse population with moderate to low incomes and of different age groups. As such, the developer will contribute \$284.10 per lot to the Apex Affordable Housing Fund, to be paid at plat. Based on 176 lots, the total fee should be \$50,000.

Proposed Residential Materials and Styles

Proposed materials and styles will be of a similar palette to provide consistency of character along with visual interest. Exterior materials that may be incorporated into any of the residential building products include:

- Cementitious lap siding
- Board and batten siding
- Shake and shingle siding
- Wood siding
- Stone or synthetic stone
- Brick

Vinyl siding is not permitted on the exterior of any single-family homes within the project.

Additional building materials may be included with administrative staff approval. Substitute materials shall be allowed by staff as long as they are determined by the Planning Director to be substantially similar.

PARKING AND LOADING

All parking for this PUD will comply with Section 8.3 Off-Street Parking and Loading, of the Town of Apex UDO.

ARCHITECTURAL STANDARDS

The proposed development offers the following architectural controls to ensure a consistency of character throughout the development, while allowing for enough variety to create interest and avoid monotony. Elevations included are limited examples of multiple options available. Changes to the exterior materials, roof, windows, doors, process, trim, etc. are allowable with administrative approval at the staff level. Further details shall be provided at the time of Residential Master Subdivision Plan or Site Plan submittal.

Residential areas envisioned for the Williams PUD will be comprised of single-family homes. In order to create rich architectural character along the streetscapes, the project will offer a variety of distinct residential elevations - see examples at the end of this document. These elevations will incorporate a natural material selection and earth tone color palette with wood, brick or stone accents, which will help to add diversity to the streetscape.

While each of the architectural offerings proposed will have their own identity, several common threads will create consistency within the Williams PUD including color palettes, materials, roofing, and decorative garage doors. Elevations have been included below in an effort to represent the bulk, massing, scale and architectural style of the development.

Additional features used as focal points or key terminus points shall be located within or around the development (i.e. open spaces, gazebos, stacked stone walls, and public art) in order to meet the Community Amenities requirement of the UDO. Other features not mentioned may be considered with administrative staff approval.

dential Design Guidelines (all product types):

vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted. front-facing garage doors shall have windows, decorative details or carriage-style adornments on them.

3. The garage cannot protrude more than 1 foot out from the front façade or front porch, measured from roof of porch.
4. On single-family homes, the roof shall be pitched at 5:12 or greater (not to include porches, bay windows, etc.).
5. House entrances for units with front-facing single-car garages must have a covered porch/stoop area leading to the front door.
6. Rear and side elevations of units that have right-of-way frontage shall have trim around the windows.
7. Four of the following decorative elements shall be used on each building: decorative shake, board and batten siding, decorative porch rails and posts, shutters, decorative functional foundation and roof vents, recessed windows, decorative windows, decorative brick or stone, decorative gables, decorative cornices, or metal roofing.
8. A varied color palette shall be utilized on single family homes throughout the subdivision and shall include siding, trim, shutter, and accent colors complementing the siding colors.
9. Solar conduit will be provided on all single-family homes to accommodate the future installation of solar panels.

SIGNAGE

All signage for this PUD shall comply with Section 8.7, *Signs*, of the Town of Apex UDO.

LANDSCAPING

Minimum perimeter and streetscape landscape buffers are as follows (see PUD Plan Sheet C2.00 for details):

- 30-ft Type E streetscape buffer along Green Level West Rd
- 10-ft Type B perimeter buffer along western and southwestern property boundary
- 20-ft Type B perimeter buffer along southern property boundary
- 20-ft to 40-ft Type B perimeter buffer along eastern property boundary

The project will increase biodiversity in perimeter buffers and open space areas by providing a variety of species for the canopy, understory, and shrub levels. Native and adaptive plant species shall be provided within these areas to minimize death from disease and to provide increased habitat and food sources for insects and animals. A minimum of 70% of the species provided shall be native or a native of North Carolina. No invasive species shall be permitted. No single species of tree or shrub shall constitute more than 20% of the plant material of its type installed on a single development site.

TURAL RESOURCES AND ENVIRONMENTAL DATA

r Basins and Watershed Protection Overlay Districts

This project is located within the Cape Fear River Basin. This project site is located within the Primary Watershed Protection Overlay District as shown on the Town of Apex Watershed Protection Map. Accordingly, this PUD will comply with all built upon area, vegetated conveyances, structural SCMs and riparian stream buffer requirements of Section 6.1.7.

Resource Conservation Areas (RCA) - Required and Provided

This PUD will be subject to, and meet the requirements of, Section 8.1.2 of the UDO, *Resource Conservation Area* and Section 2.3.4, *Planned Development Districts*.

The PUD will provide a minimum of 30% of the gross project area as a Resource Conservation Area (RCA). Designated RCA areas will be consistent with the items listed in Section 8.1.2(B) of the Town's UDO. Preserved streams, wetlands, and associated riparian buffers provide the primary RCAs throughout the site. Additional RCA areas may include perimeter and streetfront buffers, stormwater management areas (as permitted by the UDO), and greenway.

The project will protect and preserve at least three of the champion trees located along Green Level West Road (subject to health evaluation and frontage roadway design requirements).

The existing farm pond shall be preserved, pending an evaluation of the dam. The dam is not located on this property, so the developer will work with the owner to evaluate it.

Educational signage shall be installed relating to wetlands or other on-site environmental features.

Floodplain

The project site does not sit within a designated current or future 100-year floodplain as shown on the Town of Apex FEMA map and FIRW Panel 3720071300K, dated February 2, 2007.

Tree Canopy

Tree canopy areas on the Williams Farm are primarily concentrated around the wetland areas, stream features, perimeter buffers and champion trees which are to be preserved RCA area.

Where trees cannot be preserved, as part of the implementation of this community, the project will re-establish a new tree canopy with vegetated perimeter buffers, pocket parks, community gathering spaces and other open space areas.

Historic Structures

As confirmed by the North Carolina State Historic Preservation Office, there are no historic structures present within the project boundary. The JM Williams farmhouse was a Study List Entry in 2016, however, the home burned down on May 22, 2019.

While the farmhouse no longer exists, a number of significant champion trees as well as an iconic stacked stone wall remain as important historical remnants of the past. Pending evaluation of health and safety of the trees, both the trees and stacked stone walls will be preserved and incorporated into the landscape design of the community.

The project will preserve a minimum of 200 linear feet of the existing stacked stone walls located along the Green Level West Road frontage. Segments of the wall in disrepair may be reconstructed to match the original look of the wall.

Environmental Commitments Summary

The following environmental commitments were discussed and approved by the Apex Environmental Advisory Board on February 18, 2021 to include in the Williams Farm development:

- The project will protect and preserve at least three of the champion trees located along Green Level West Road (subject to health evaluation and frontage roadway design requirements).
- The project will preserve a minimum of 200 linear feet of the existing stacked stone walls located along the Green Level West Road frontage. Segments of the wall in disrepair may be reconstructed to match the original look of the wall.
- Tree canopy preservation and replacement (30% of site)
- Two acres of open space and pocket parks will be provided. The existing gas line easement may be used to meet this requirement as long as it is graded and improved to contain features such as lawn area, walking trails or vegetation that attracts bird and butterfly habitat.

All homes within the community shall be located no further than 800 feet from an improved open space area such as a play lane, trail head, greenway or pocket park.

The project will construct a minimum 1800 LF of soft surface or paved walking trails in addition to required sidewalks.

Installation of educational signage related to wetlands or other on-site environmental features

- Increased stormwater quantity and quality control measures (see Stormwater Management section for details)
- Increased perimeter buffers on the eastern property boundary (see PUD plan)
- Retention of the existing farm pond
- The project will increase biodiversity in perimeter buffers and open space areas by providing a variety of species for the canopy, understory, and shrub levels. Native and adaptive plant species shall be provided within these areas to minimize death from disease and to provide increased habitat and food sources for insects and animals. A minimum of 70% of the species provided shall be native or a native of North Carolina. No invasive species shall be permitted. No single species of tree or shrub shall constitute more than 20% of the plant material of its type installed on a single development site.
- Solar conduit in all single-family homes
- Full cutoff street lighting by Apex Electric



STORMWATER MANAGEMENT

This PUD shall go above the stormwater management requirements for quality and quantity treatment outlined in Section 6.1.7 of the UDO such that:

- Post development peak runoff shall not exceed pre-development peak runoff conditions for the 1 year, 10-year, 25-year, and 24-hour storm events.
- Treatment for the first 1 inch of runoff will provide 85% removal of total suspended solids.

Acceptable stormwater structures shall include detention ponds, constructed wetlands, bio-retention areas, or other approved devices consistent with the NC DEQ Stormwater Design Manual and the Town of Apex UDO.

PARKS AND RECREATION

The Parks, Recreation and Cultural Resources Advisory Commission unanimously recommended a fee-in-lieu of dedication on March 31, 2021.

Number of Units*	Housing Type	Fee Per Unit**	Total Fees
176	Single-Family	\$3,495.24	\$615,162.24
Total	-	-	\$615,162.24

*Final unit count will be determined at the time of Master Subdivision.

**Fees are based upon approval date and runs with project with exception of the increase in total unit count.

PRIVATE AMENITIES

Two acres of private open space and pocket parks will be provided. The existing gas line easement may be used to meet this requirement as long as it is graded and improved to contain features such as lawn area, walking trails or vegetation that attracts bird and butterfly habitat.

All homes within the community shall be located no further than 800 feet from an improved open space area such as a play lawn, trail head, greenway or pocket park.

The project will construct a minimum 1,800 LF of soft surface (mulch) or paved walking trails in addition to required sidewalks.

PUBLIC FACILITIES

The proposed PUD shall meet all Public Facilities requirements as set forth in UDO Section 2.3.4(F)(1) (f) and be designed according to sound engineering standards. Road and utility infrastructure shall be as follows:

General Roadway Infrastructure

All proposed roadway infrastructure and right-of-way dedications will be consistent with the Town of Apex UDO and Transportation Plan.

Green Level West Road shall be realigned and widened along the frontage of the property in accordance with NCDOT and Town of Apex Transportation standards. Flattening of this curve will allow for safer entry and exit to and from the neighborhood. It will also improve sight distance and safety for motorists and bicyclists traveling along Green Level West Road. Details of this road realignment will be provided at Master Subdivision Plan.

Proposed access to Green Level West Road shall be located approximately 700 feet west of the intersection with Bachelor Road and include a westbound left turn lane with 50 feet of full width storage, 50 feet of full width deceleration, and a 100-foot taper.

Water and Sanitary Sewer

ts within the project will be served by Town of Apex for water and sanitary sewer. A portion of the will be serviced by an on-site pump station in accordance with Town of Apex standards. Preliminary oval for a pump station has been received by Town of Apex Public Utilities. The utility design will be zed at the time of master subdivision plan approval and be based on available facilities adjacent to site at that time. The design will meet the current Town of Apex master plans for water and sewer.

Walkability

The following facilities will be provided to contribute to a walkable community within and surrounding the Williams Farm development:

- Five-foot wide public sidewalks along the south side of Green Level West Road through frontage of property.
- Five-foot wide public sidewalks along both sides of all streets
- Six-foot wide private walking trails throughout the development
- Crosswalks constructed at appropriate street intersections

Other Utilities and Facilities

Electricity will be provided by Apex Electric. Phone, cable, and gas will be provided by the developer and shall meet the Town of Apex standards as outlined in the UDO.

Streetscape features may be used to help with establishing a framework for the proposed development. These features may include street trees within the public right-of-way, benches, trash receptacles, and street and/or pedestrian lights compatible with their context.

PHASING PLAN

This PUD will be completed in up to four phases.

CONSISTENCY WITH LAND USE PLAN

The proposed land use will be consistent with Advance Apex 2045; The Apex Comprehensive Plan, adopted in February 2019.

The Future Land Use Map designates this parcel as Low Density Residential, and the proposed land use will stay consistent with this designation allowing single-family homes under 3 dwelling units per acre.

COMPLIANCE WITH UDO

The development standards adopted for this PUD comply with those set forth in the current version of the Town's Unified Development Ordinance (UDO).

TRANSPORTATION IMPROVEMENTS

The following zoning condition represents the recommendations by Apex staff and NCDOT based on a review of the TIA prepared for the Williams Farm plan.

- Developer shall provide a westbound left turn lane with 50 feet of full width and appropriate deceleration length and taper on Green Level West Road at the location of the proposed public street accessing the subdivision, located approximately 700 feet west of Bachelor Road. No other new points of access are proposed along Green Level West Road. Developer is responsible for any necessary roadway improvements to meet or exceed required sight distance at the proposed access location, subject to NCDOT review and approval.

Additionally, at the time of master subdivision, the developer shall work with the Town of Apex and NCDOT to ensure adequate site distance at the Green Level West Road site access. This may require realignment of Green Level West Road and/or a site distance easement across the frontage of the parcel to the west.

Representative Residential Building Elevations











MCADAMS
The John R. McAdams Company, Inc.
2905 Meridian Parkway
Durham, NC 27713
phone 919.361.5000
fax 919.361.2369
Internet: C-0033, C-187
www.mcadamsco.com

PROJECT DIRECTORY

MOORE BUILDERS
STANLEY MARTIN HOMES
4000 WESTCHASE BOULEVARD, SUITE 470
RALEIGH, NC 27607
CONTACT: BRIAN NICHOLSON



REAL ESTATE CONSULTANT
ADVANCE GROUP OF NORTH CAROLINA
4000 WESTCHASE BOULEVARD, SUITE 401
RALEIGH, NC 27615
CONTACT: BOB DUWALDT



WILLIAMS FARM
PLANNED DEVELOPMENT PLAN FOR PUD-CZ
4525 GREEN LEVEL WEST ROAD
APEX, NORTH CAROLINA

REVISIONS

NO.	DATE	DESCRIPTION
1	10.03.2021	PER TOWN COMMENTS
2	10.14.2021	PER TOWN COMMENTS
3	05.27.2021	PER TOWN COMMENTS

PLAN INFORMATION

PROJECT NO.	2020010081
PERMITS	2020010081-KC1
CHECKED BY	JVF
DRAWN BY	RU
SCALE	1"=100'
DATE	09.01.2021

SHEET

EXISTING

CONDITIONS
C1.00





PROJECT DIRECTORY

ME BUILDER
INLEY MARTIN HOMES
0 WESTCHASE BOULEVARD, SUITE 470
RICHMOND, NC 27607
CONTACT: DANIEL KETCHUM



REAL ESTATE CONSULTANT
FINANCE GROUP OF NORTH CAROLINA
8 FALLS OF NEUSE ROAD, SUITE 101
EIGH, NC 27615
CONTACT: BOB ZUMWALT



WILLIAMS FARM
PLANNED DEVELOPMENT PLAN FOR PUD-CZ
4525 GREEN LEVEL WEST ROAD
APEX, NORTH CAROLINA



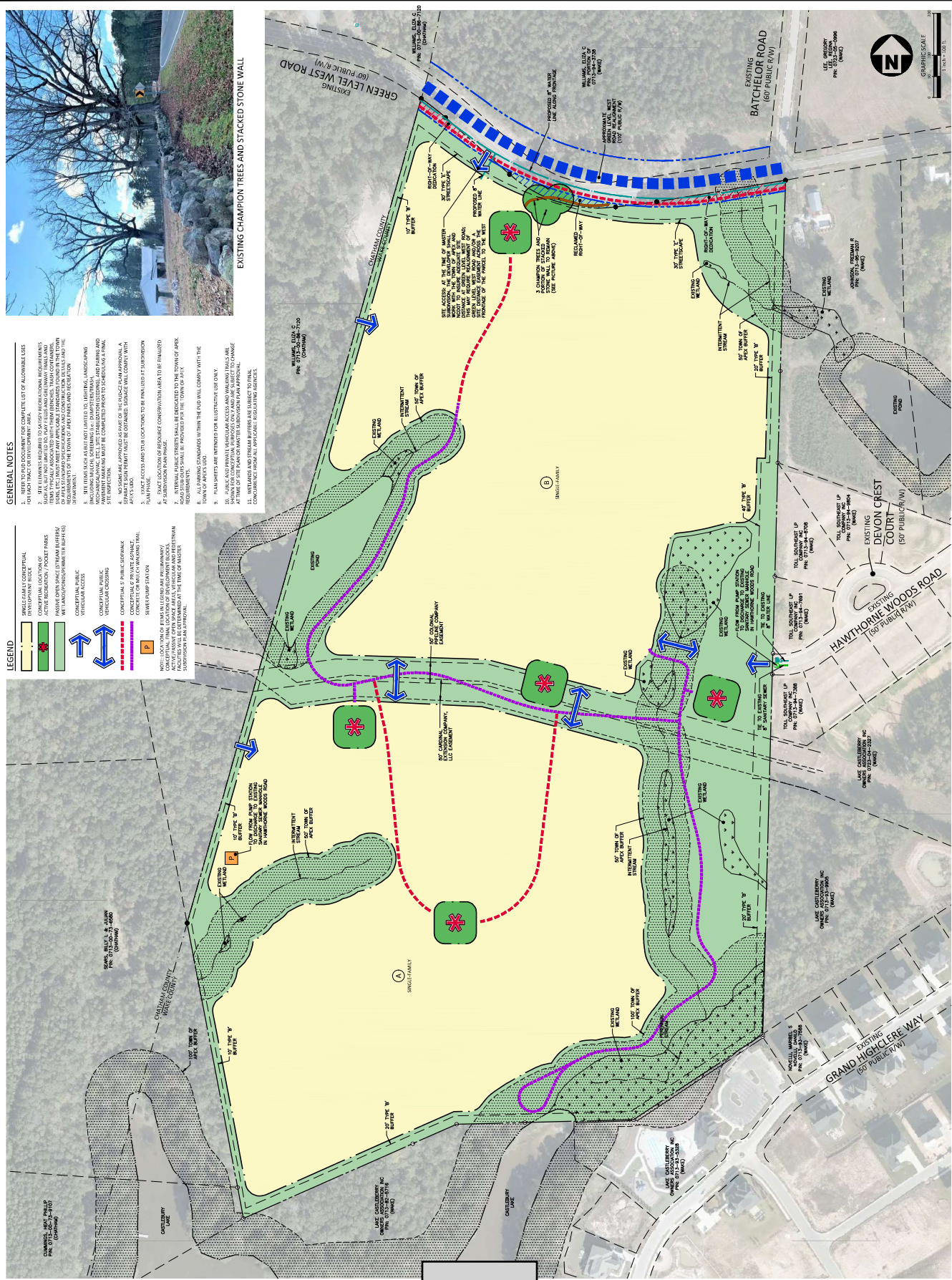
VISIONS	DATE	PER TOWA COMMENTS
	04.09.2021	PER TOWA COMMENTS
	05.14.2021	PER TOWA COMMENTS
	05.27.2021	PER TOWA COMMENTS

AN INFORMATION

PROJECT NO.	2020110181
NAME	2020110181-51
CKED BY	JVF
OWN BY	RLU
LE	1"=100'
DATE	03. 01. 2021

RELIMINARY LAYOUT & UTILITY PLAN

C2.00



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 8, 2021

Item Details

Presenter(s): Lauren Staudenmaier, Planner I

Department(s): Planning & Community Development

Requested Motion

Motion to set Public Hearing for the June 22, 2021 Town Council meeting regarding Rezoning Application #21CZ10 Kelly Woods. The applicant, AMH Development, LLC, seeks to rezone approximately 19.424 acres located at 2300 & 2324 Kelly Road (PINs 0731254251 & 0731259148) from Rural Residential (RR) and Rural Agricultural (RA) to Medium Density Residential-Conditional Zoning (MD-CZ).

Approval Recommended?

The Planning and Community Development Department recommends approval.

Item Details

Attachments

- Vicinity Map
- Application





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

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Application #: 21CZ10 Submittal Date: 06/01/2021
2045 LUM Amendment: N/A Fee Paid: \$900.00

Project Information

Project Name: Kelly Woods
Address(es): 2300 Kelly Rd, 2324 Kelly Rd & Apex, NC 27502
PIN(s): 0731-25-4251, 0731-25-9148
Acreage: 19.424 Ac
Current Zoning: RR & RA Proposed Zoning: MD-CZ
Current 2045 LUM Designation: Medium Density Residential
Proposed 2045 LUM Designation: Medium Density Residential
See next page for LUM Amendment.

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

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

Applicant Information

Name: AMH Development , LLC
Address: 2100 Gateway Centre Blvd, Suite 120
City: Morrisville State: NC Zip: 27560
Phone: 919-582-6197 E-mail: sfreeman@ah4r.com

Owner Information

Name: Daniel & Denise Schardt
Address: 2324 Kelly Rd
City: Apex State: NC Zip: 27502
Phone: 919-244-5343/919-244-0649 E-mail: bowtieguy1963@yahoo.com

Agent Information

Name: Stephen Freeman
Address: 2100 Gateway Centre Blvd, Suite 120
City: Morrisville State: NC Zip: 27560
Phone: 919-582-6197 E-mail: sfreeman@ah4r.com

Other contacts: Emily Rothrock, ESP Associates, Inc. erothrock@espassociates.com
Please do not contact Agent (client) above with comments or review responses.
ESP is working on behalf of the client to manage this review as part of our
Professional agreement.

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

Application #: 21CZ10 Submittal Date: 06/01/2021

2045 LAND USE MAP AMENDMENT (IF APPLICABLE)

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

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

N/A

Current 2045 Land Use Classification: _____

Proposed 2045 Land Use Classification: _____

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

N/A

PETITION INFORMATION

Application #:

21CZ10

Submittal Date:

06/01/2021

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

PROPOSED USES:

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

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

PETITION INFORMATION

Application #:

21CZ10

Submittal Date:

06/01/2021

PROPOSED CONDITIONS:

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

1. The development shall have a maximum of 45 single-family residential lots and a maximum density of 2.32 du/acre.
2. The proposed minimum setbacks for the single-family residential lots shall be: front 20', rear 20', side 5' and corner side 10'
3. To shade and reduce cooling costs, the development shall provide deciduous shade trees adjacent to the southern elevation of each house at the time of Master Subdivision Plan as practical and appropriate to the overall site layout requirements.
4. The development shall provide diverse and abundant pollinator sources (e.g. larval host plants, nectar, pollen, berries and blooming plants) that bloom in succession from spring to fall. Species shall be selected from the Design & Development Manual or otherwise approved by Planning Staff.
5. Planting species shall be selected to reduce irrigation and chemical use. At least 50% of proposed required plants shall be native species, except for turf grass.
6. The development shall provide native species listed in the Design & Development Manual or otherwise approved by Planning Staff to increase the native diversity of hardwood trees on site. No species shall constitute more than 25% of the required plantings for each planting type (trees, shrubs, etc.).
7. The development shall include signage identifying environmentally sensitive areas to discourage pet waste and chemical use in the vicinity.
A minimum of one sign shall be provided where appropriate within this development.

LEGISLATIVE CONSIDERATIONS - CONDITIONAL ZONING

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

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

see next sheet

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

see next sheet

PETITION INFORMATION

Application #:

21CZ10

Submittal Date:

06/01/2021

PROPOSED CONDITIONS:

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

8. The Town of Apex staff shall work with the applicant's engineer to determine if existing soil conditions can support LID techniques based on NC DEQ standards. If the soils are appropriate, Town staff will work with the engineer and applicant to approve at least one (1) LID technique on the project as practical.

9. The development shall provide at least two (2) pet waste stations total, one at each end of the pedestrian trail that connect areas of the site.

10. Outdoor lighting shall be full cut off and shielded to prevent glare and light spill over to minimize impact of neighboring residential properties. LED fixtures shall be used and the lighting temperature shall be a maximum of 3500 Kelvin.

11. Single-family residential Architectural conditions:

- a. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
- b. The roof shall be pitched at 5:12 or greater for 75% of the building designs.
- c. Eaves shall project at least 12 inches from the wall of the structure.
- d. Garage doors shall have decorative details or carriage-style adornments on them.
- e. The garage shall not protrude more than two feet out from the front façade and front porch.

LEGISLATIVE CONSIDERATIONS - CONDITIONAL ZONING

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

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

see next sheet

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

see next sheet

PETITION INFORMATION

Application #:

21CZ10

Submittal Date:

06/01/2021

PROPOSED CONDITIONS:

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

f. The visible side of a home on a corner lot facing the public street shall contain at least two decorative elements such as, but not limited to, the following elements:

Windows: Recessed window or Decorative window

Trim around the windows

Two or more building materials

Decorative brick/stone

Decorative trim

Decorative shake

Decorative air vents on gable

Decorative gable

Column, Balcony, or Dormer

g. A varied color palette shall be utilized on homes throughout the subdivision to include a minimum of three color families for siding and shall include varied trim, shutter, and accent colors complementing the siding color.

h. House entrances for units with front-facing single-car garages shall have a covered porch/stoop area leading to the front door.

i. Front porches shall be a minimum of six feet deep.

j. All single-family detached homes shall be pre-configured with conduit for a solar energy system.

k. Homeowner Association covenants shall not restrict the construction of accessory apartment units.

12. Any cul-de-sac that is accessed from Southwinds Run shall not be subject to UDO Sec. 7.2.1.G.3.

LEGISLATIVE CONSIDERATIONS - CONDITIONAL ZONING

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

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

The Town of Apex 2045 Land Use Map lists MD as the future zoning district for these parcels. The proposed MD-CZ aligns with the district intent of Medium Density Residential with a proposed single-family detached use. And the proposed conditions include a maximum density of 2.32 du/acre which falls under the max. 6 du/acre allowed.

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

The proposed single-family use is compatible with the surrounding land use to the north and south which is predominantly single-family and townhome. The future land use map includes Commercial Mixed Use across Kelly Rd to the east.

The proposed MD-CZ zoning would provide a transition from the higher density to the east and fit within the existing surrounding neighborhoods.

PETITION INFORMATION

Application #:

21CZ10

Submittal Date:

06/01/2021

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

If applicable, the proposed uses will meet supplemental standards for the proposed use as noted in Section 4.4

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

The proposed development will be 3-5 bedroom single family homes and the intended use will be consistent with the existing surrounding neighborhood conditions and use. The proposed density is significantly under the allowed maximum and would not adversely impact the character of the adjacent neighborhood areas. Additionally, AHM Development, LLC provides consistent maintenance and upkeep of their properties. Environmental features are protected on the interior and entries are located so as to reduce traffic impacts on Kelly Rd.

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

The proposed development will protect wetland & stream buffers, utilize existing vegetation to the greatest extent practical and proposed conditions include the recommended conditions from the EAB.

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

The proposed development will include stormwater quality and quantity solutions on site.

The density proposed will allow for comfortable open space and a well laid out community while preserving existing environmental features and integrity of proposed preserved vegetated areas. The proposed development will connect to municipal water and will not impact existing neighbor well aquifers.

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

The proposed development is consistent with the 2045 Land Use Map and the proposed development will focus on the health, safety and welfare of the community by including lower density development, open spaces within individual lots and common areas. Pedestrian friendly streetscape, walking trails, and naturalized planting will be considered during future design as an enhancement to quality of the neighborhood lifestyle.

PETITION INFORMATION

Application #:

21CZ10

Submittal Date:

06/01/2021

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

The proposed development is consistent with the 2045 Land Use Map & surrounding land uses and is not detrimental to adjacent properties in any way. The developer and future owner will collaborate with neighbors to address questions and comments from the Neighborhood Meeting and maintain the integrity of the future development.

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

The proposed single-family use is an allowed use in the MD zoning district and will not impact the area with nuisance or hazards.

The density proposed is under the maximum density allowed in the MD zoning district.

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

The proposed development complies with all standards imposed by all other applicable provisions of Town of Apex UDO for use, layout, and general development characteristics.

CERTIFIED LIST OF NEIGHBORING PROPERTY OWNERS

Application #:

21CZ10

Submittal Date:

06/01/2021

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

	Owner's Name	PIN
1.	DONNELLY, TIMOTHY L DONNELLY, CYNTHIA O	0731149410
2.	BAKER, MYRTLE B HEIRS	0731149865
3.	BAKER, MARY LOU	0731159379
4.	BAKER, ISAAC D	0731159660
5.	CHEELY, GEORGE RAY CHEELY, JEAN S	0731232804
6.	IANNONE, JOSEPH V JR	0731244392
7.	BRANCH, INEZ EVANS BRANCH, JOSEPH DEWAYNE	0731252552
8.	MILLS, WILLIAM T HEIRS MILLS, DOROTHY	0731252648
9.	W TIMBERLAKE, BARBARA JO TRUSTEE TRUSTEE OF BARBARA JO W TIMBERLAKE FAMILY TRUST	0731254251
10.	BRANCH, JOSEPH DEWAYNE BRANCH, PAMELA JOHNSTON	0731254670
11.	VARGHESE, REENAMOL VARGHESE, BENNAN	0731255841
12.	GUAY, MARY H	0731257946
13.	SCHARDT, DANIEL SCHARDT, DENISE	0731259148
14.	MILLS, DOROTHY M MILLS, DAVID G TRUSTEE	0731260949
15.	SM RALEIGH, LLC	0731342211

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

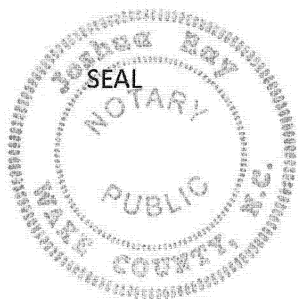
Date: 3/31/2021

By:

[Signature]

COUNTY OF WAKE STATE OF NORTH CAROLINA

Sworn and subscribed before me, Joshua Ray, a Notary Public for the above State and County, on this the 31st day of March, 2021.



[Signature]
Notary Public
Joshua Ray
Print Name

My Commission Expires: 07-18-23


CERTIFIED LIST OF NEIGHBORING PROPERTY OWNERS

Application #: 21CZ10 Submittal Date: 06/01/2021

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

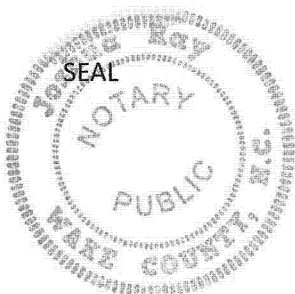
	Owner's Name	PIN
1.	WHITLEY MILLS LLC	0731346671
2.	SM RALEIGH LLC	0731347819
3.	BROCKELBA NK, DAVID A	0731351931
4.	LESTER, CHARLENE A LUEBKE, JUDITH M	0731352462
5.	SM RALEIGH LLC	0731353148
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

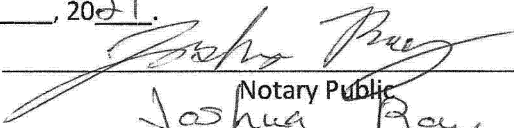
I, STEPHEN FREEMAN, certify that this is an accurate listing of all property owners and property owners within 300' of the subject property.

Date: 03/31/2021 By: 

COUNTY OF WAKE STATE OF NORTH CAROLINA

Sworn and subscribed before me, Joshua Ray, a Notary Public for the above State and County, on this the 31st day of March, 2021.




Notary Public
Joshua Ray
Print Name

My Commission Expires: 07-18-23

AGENT AUTHORIZATION FORM

Application #:

21CZ10

Submittal Date: 06/01/2021

DANIEL & DENISE SCHARDT

is the owner* of the property for which the attached

application is being submitted:

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

The property address is: 2324 KELLY RD, APEX, NC 27502

The agent for this project is: AMH DEVELOPMENT, LLC

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

Agent Name: STEPHEN FREEMAN

Address: 2100 GATEWAY CENTRE BLVD # 120

Telephone Number: 919-582-6197

E-Mail Address: SFREEMAN@AH4R.COM

Signature(s) of Owner(s)*

*Daniel Schardt*dotloop verified
04/01/21 8:15 AM EDT
V1KT-6HJR-W1WL-ZV42

Daniel Schardt

Type or print name

04/01/2021

Date

*Denise Schardt*dotloop verified
04/01/21 8:03 AM
EDT

Denise Schardt

Type or print name

04/01/2021

Date

Attach additional sheets if there are additional owners.

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

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

AGENT AUTHORIZATION FORM

Application #: 21CZ10

Submittal Date: 06/01/2021

BARBARA JO W TIMBERLAKE, TRUSTEE OF BARBARA JO W TIMBERLAKE FAMILY TRUST

is the owner* of the property for which the attached

application is being submitted:

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

The property address is: 2300 KELLY RD, APEX, NC 27502

The agent for this project is: AMH DEVELOPMENT, LLC

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

Agent Name: STEPHEN FREEMAN

Address: 2100 GATEWAY CENTRE BLVD # 120

Telephone Number: 919-582-6197

E-Mail Address: SFREEMAN@AH4R.COM

Signature(s) of Owner(s)*

Barbara Jo Wall Timberlake

dotloop verified
04/01/21 8:02 AM EDT
VPNT-HLZO-WPFG-PCJP

Barbara J. Timberlake, Trustee

04/01/2021

Type or print name

Date

Type or print name

Date

Attach additional sheets if there are additional owners.

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

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

AFFIDAVIT OF OWNERSHIP

Application #:

21CZ10

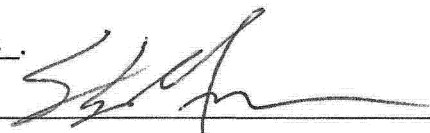
Submittal Date:

06/01/2021

The undersigned, STEPHEN FREEMAN, LAND ACQUISITION MANAGER FOR AMH DEVELOPMENT, LLC (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 2324 KELLY RD, APEX, NC 27502 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated N/A, and recorded in the Wake County Register of Deeds Office on _____, in Book _____ Page _____.
4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on N/A, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on _____, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

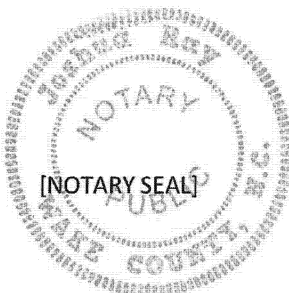
This the 31 day of March, 2021.

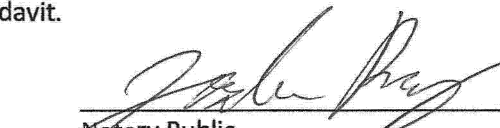
 (seal)
STEPHEN FREEMAN
Type or print name

STATE OF NORTH CAROLINA

COUNTY OF Wake

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




Notary Public
State of North Carolina
My Commission Expires: 07-18-23

AFFIDAVIT OF OWNERSHIP

Application #:

21CZ10

Submittal Date: 06/01/2021

The undersigned, STEPHEN FREEMAN, LAND ACQUISITION MANAGER FOR AMH DEVELOPMENT, LLC (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 2300 KELLY RD, APEX, NC 27502 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated N/A, and recorded in the Wake County Register of Deeds Office on _____, in Book _____ Page _____.
4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on N/A, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on _____, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 31 day of March, 20 21.

[Signature] (seal)
STEPHEN FREEMAN
Type or print name

STATE OF NORTH CAROLINA

COUNTY OF Wake

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



[Signature]
Notary Public
State of North Carolina
My Commission Expires: 07-18-23

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #:

21CZ10

Submittal Date: 06/01/2021

Insert legal description below.

PARCEL 1 RECORD DESCRIPTION:

THE LAND REFERRED TO IN CHICAGO TITLE INSURANCE COMPANY COMMITMENT 21-00926CH IS DESCRIBED AS FOLLOWS:

BEGINNING at a nail in the center line of S. R. #1163, sometimes known as Kelly Road, at its intersection with S. R. #1187 (Formerly S.R. #1149), runs thence South 16 deg. 14 min. 54 sec. East along the center line of said S. R. #1163, 96.19 feet to a R.R. Spike in the center line of said road; thence South 17 deg. 19 min. 45 sec. East 243.07 feet to a p.k. nail; thence with the line of Poe North 83 deg. 30 min. 41 sec. West 414.99 feet to an iron bar and South 2 deg. 24 min. 43 sec. West 713.49 feet to an iron bar in Charles Tunstall's line; thence with said Tunstall, North 87 deg. 16 min. 52 sec. West, 559.39 feet to an iron bar; thence North 03 deg. 51 min. 27 sec. East with said Thomas Baker's line 599.25 feet to a bolt in the center line of S.R. #1187; thence with the centerline of S.R. #1187, North 66 deg. 45 min. East 604.02 feet to a stake; thence North 67 deg. 16 min. 34 sec. East 332.40 feet to the BEGINNING, containing 11.239 acres (net 10.381 outside rights of way) and being shown on a survey entitled "Property of David Roland Timberlake & wife, Barbara Jo Timberlake", prepared by Smith & Smith Surveyors, Apex, N.C., dated January 10, 1992.

PARCEL 2 RECORD DESCRIPTION:

THE LAND REFERRED TO IN CHICAGO TITLE INSURANCE COMPANY COMMITMENT 21-00925CH IS DESCRIBED AS FOLLOWS:

BEGINNING at an existing flat iron, the Northeast corner for, now or formerly Charles F. Tunstall; runs thence North 85 degrees 26 minutes 56 seconds West 641.76 feet to an existing iron stake; thence North 03 degrees 30 minutes 00 seconds East 713.19 feet to an existing flat iron; thence South 82 degrees 54 minutes 12 seconds East 380.98 feet to an existing iron pipe (bent), the stake being located in the Western right of way of State Road 1163; thence with the Western right of way of State of State Road 1163 the following courses and distances: South 16 degrees 20 minutes 40 seconds East 351.00 feet; South 17 degrees 07 minutes 35 seconds East 160.00 feet; South 17 degrees 44 minutes 12 seconds East 237.21 feet to the place and point of BEGINNING, containing 8.20 acres as per survey by M. M. Weeks, R.L.S., dated January 30, 1990.

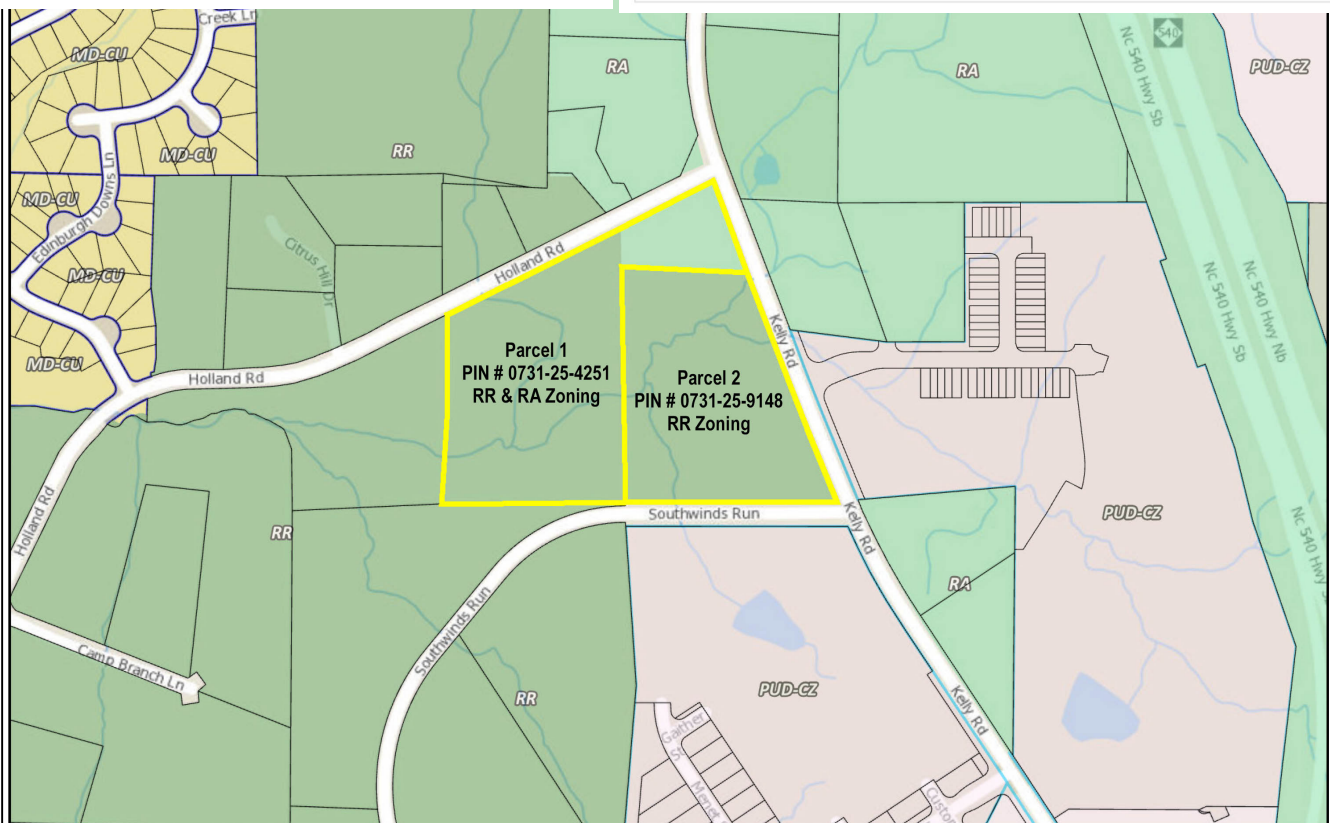


Exhibit A - Vicinity & Existing Zoning Map



ESP Associates, Inc.
2200 Gateway Centre Blvd, Suite 216
Harrisville, NC 27560
919.678.1070
www.espassociates.com



0 215 430 860 ft
1 inch = 400 feet

Disclaimer

iMaps makes every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are NOT surveys. No warranties, expressed or implied, are provided for the data therein, its use, or its interpretation.

Wake County Residential Development Notification

Please complete each section of this form and submit with your application.

Town of Apex staff will enter this information into the online WCPSS form.

Please send any questions about this form to:

studentassignment-gis-group@wcpss.net

Developer Company Information	
Company Name	AMH Development, LLC
Company Phone Number	919-582-6197
Developer Representative Name	Stephen Freeman
Developer Representative Phone Number	404-895-8035
Developer Representative Email	sfreeman@ah4r.com

New Residential Subdivision Information	
Date of Application for Subdivision	05/14/2021
City, Town or Wake County Jurisdiction	Town of Apex
Name of Subdivision	Kelly Woods
Address of Subdivision (if unknown enter nearest cross streets)	2300 Kelly Rd, 2324 Kelly Rd, Apex
REID(s)	0069950, 0082569
PIN(s)	0731-25-4251, 0731-25-9148

Projected Dates Information	
Subdivision Completion Date	April 1, 2023 Platting Complete / May 1, 2024 Final Home Complete
Subdivision Projected First Occupancy Date	August 1, 2023

Lot by Lot Development Information																		
Unit Type	Total # of Units	Senior Living	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	Square Foot Range		Price Range		Anticipated Completion Units & Dates					
									Min	Max	Low	High	Year	# Units	Year	# Units	Year	# Units
Single Family	45					9	18	18	1,895	2,607	390 K	435K	2023	20	2024	25		
Townhomes																		
Condos																		
Apartments																		
Other																		

NOTICE OF ELECTRONIC NEIGHBORHOOD MEETING

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

03/30/2021

Date

Dear Neighbor:

You are invited to an electronic neighborhood meeting to review and discuss the development proposal at
2300 Kelly Rd, 2324 Kelly Rd & 2508 Southwinds Run, Apex 0731-25-4251, 0731-25-9148, 0731-14-9410

Address(es)

PIN(s)

in accordance with the Town of Apex Electronic Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, you may contact the applicant before or after the meeting is held. Once an application has been submitted to the Town, it may be tracked using the [Interactive Development Map](#) or the [Apex Development Report](#) located on the Town of Apex website at www.apexnc.org. If at all feasible given emergency declarations, limits on in-person gatherings, and social distancing, an additional in-person Neighborhood Meeting may be scheduled and held prior to a public hearing or staff decision on the application.

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

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

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

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

Development of maximum 50 single family detached lots & associated infrastructure

MEETING LINK REQUEST EMAIL DIANE BELOTTI: DBELOTTI@ESPASSOCIATES.COM

https://teams.microsoft.com/j/19%3ameeting_NzkxMDFhZTItNDIiMy00OWU3LTk5ZjAtZmRjMTFjNTY0NjU1%40thread.v2/0?context=%7b%22id%22%3a%227f3568d-363f-4e58-a4d8-1c07f43b09fb%22%2c%220id%22%3a%227a52cbb6-3f3f-44dc-838c-232efb74db95%22%7d

Estimated submittal date: 06/01/2021

MEETING INFORMATION:

Property Owner(s) name(s):	Barbara Jo W Timberlake, Daniel & Denise Schardt, Timothy L & Cynthia O Donnelly	
Applicant(s):	AMH Development, LLC	
Contact information (email/phone):	sfreeman@ah4r.com	404-895-8035
Electronic Meeting invitation/call in info:	+1 843-779-7114,,11611301# United States, Charleston Phone Conference ID: 116 113 01# See description above for email to request a Teams Meeting link	
Date of meeting**:	Tuesday, 03/30/2021	
Time of meeting**:	6:00 PM - 8:00 PM	

MEETING AGENDA TIMES:

Welcome: 5 minutes Project Presentation: 30 minutes Question & Answer: as needed

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

PROJECT CONTACT INFORMATION

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Development Contacts:

Project Name: Kelly Woods Zoning: Exsting: RA/RR Proposed: MD-CZ

Location: 2300 Kelly Rd, 2324 Kelly Rd & 2508 Southwinds Run, Apex, NC 27502

Property PIN(s): 0731-25-4251, 0731-25-9148, 0731-14-9410 Acreage/Square Feet: +/- 19.86 Ac

Property Owner: Barbara Jo W Timberlake, Trustee of Barbara Jo W Timberlake Family Trust

Address: 2300 Kelly Rd

City: Apex State: NC Zip: 27502

Phone: 919-362-0126 Email: bjtlake@att.net

Developer: AMH Development, LLC

Address: 2100 Gateway Centre Blvd, Suite 120

City: Morrisville State: NC Zip: 27560

Phone: 919-582-6197 Fax: n/a Email: sfreeman@ah4r.com

Engineer: ESP Associates, Inc.

Address: 2200 Gateway Centre Blvd, Suite 216

City: Morrisville State: NC Zip: 27560

Phone: 919-678-1070 Fax: 919-677-1252 Email: erothrock@espassociates.com

Builder (if known): n/a

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

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

Town of Apex Department Contacts

Planning Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks Planner	(919) 249-7468
Public Works - Transportation Russell Dalton, Senior Transportation Engineer	(919) 249-3358
Water Resources Department Jessica Bolin, Senior Engineer (Stormwater, Sedimentation & Erosion Control) Stan Fortier, Senior Engineer (Stormwater, Sedimentation & Erosion Control) James Gregg, Utility Engineer (Water & Sewer)	(919) 249-3537 (919) 249-1166 (919) 249-3324
Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(919) 249-3342

PROJECT CONTACT INFORMATION

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Development Contacts:

Project Name: Kelly Woods Zoning: Exsting: RA/RR Proposed: MD-CZ

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Property PIN(s): 0731-25-4251, 0731-25-9148, 0731-14-9410 Acreage/Square Feet: +/- 19.86 Ac

Property Owner: Daniel & Denise Schardt

Address: 2324 Kelly Rd

City: Apex State: NC Zip: 27502

Phone: 919-244-5343 / 919-244-0649 Email: bowtieguy1963@yahoo.com

Developer: AMH Development, LLC

Address: 2100 Gateway Centre Blvd, Suite 120

City: Morrisville State: NC Zip: 27560

Phone: 919-582-6197 Fax: n/a Email: sfreeman@ah4r.com

Engineer: ESP Associates, Inc.

Address: 2200 Gateway Centre Blvd, Suite 216

City: Morrisville State: NC Zip: 27560

Phone: 919-678-1070 Fax: 919-677-1252 Email: erothrock@espassociates.com

Builder (if known): n/a

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

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Parks, Recreation & Cultural Resources Department Angela Reincke, Parks Planner	(919) 249-7468
Public Works - Transportation Russell Dalton, Senior Transportation Engineer	(919) 249-3358
Water Resources Department Jessica Bolin, Senior Engineer (Stormwater, Sedimentation & Erosion Control) Stan Fortier, Senior Engineer (Stormwater, Sedimentation & Erosion Control) James Gregg, Utility Engineer (Water & Sewer)	(919) 249-3537 (919) 249-1166 (919) 249-3324
Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(919) 249-3342

PROJECT CONTACT INFORMATION

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Development Contacts:

Project Name: Kelly Woods Zoning: Exsting: RA/RR Proposed: MD-CZ

Location: 2300 Kelly Rd, 2324 Kelly Rd & 2508 Southwinds Run, Apex, NC 27502

Property PIN(s): 0731-25-4251, 0731-25-9148, 0731-14-9410 Acreage/Square Feet: +/- 19.86 Ac

Property Owner: Timothy L & Cynthia O Donnelly

Address: 2508 Southwinds Run

City: Apex State: NC Zip: 27502

Phone: 919-625-2912 Email: apextimothy@gmail.com

Developer: AMH Development, LLC

Address: 2100 Gateway Centre Blvd, Suite 120

City: Morrisville State: NC Zip: 27560

Phone: 919-582-6197 Fax: n/a Email: sfreeman@ah4r.com

Engineer: ESP Associates, Inc.

Address: 2200 Gateway Centre Blvd, Suite 216

City: Morrisville State: NC Zip: 27560

Phone: 919-678-1070 Fax: 919-677-1252 Email: erothrock@espassociates.com

Builder (if known): n/a

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

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

Town of Apex Department Contacts

Planning Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks Planner	(919) 249-7468
Public Works - Transportation Russell Dalton, Senior Transportation Engineer	(919) 249-3358
Water Resources Department Jessica Bolin, Senior Engineer (Stormwater, Sedimentation & Erosion Control) Stan Fortier, Senior Engineer (Stormwater, Sedimentation & Erosion Control) James Gregg, Utility Engineer (Water & Sewer)	(919) 249-3537 (919) 249-1166 (919) 249-3324
Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(919) 249-3342

ELECTRONIC NEIGHBORHOOD MEETING ATTENDANCE SHEET

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Meeting Format: Teams Meeting
 Date of meeting: Tuesday, 03/30/2021 Time of meeting: 6:00 pm - 8:00 pm
 Property Owner(s) name(s): Barbara Jo W Timberlake, Daniel & Denise Schardt, Timothy L & Cynthia O Donnelly
 Applicant(s): AMH Development , LLC

Please list Electronic Neighborhood Meeting Attendees who provided their name and/or contact information either during the meeting or via phone/email before or after the meeting.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	Adam Ashbaugh/ESP Associates, Inc	2200 Gateway Centre Blvd, Ste 216 Morrisville, NC 27560			
2.	Emily Rothrock/ESP Associates, Inc	2200 Gateway Centre Blvd, Ste 216 Morrisville, NC 27560			
3.	Stephen Freeman/AMH Development	2100 Gateway Centre Blvd, Ste 120 Morrisville, NC 27560			
4.	Denise Schardt	2324 Kelly Rd, Apex NC 27502			
5.	Danny Schardt	2324 Kelly Rd, Apex NC 27502			
6.	Barbara Timberlake	2300 Kelly Rd, Apex NC 27502			
7.	Brenda Bubbelman/Coldwell Banker HPW				
8.	Vanessa Nelson				
9.	JW Shearin/Coldwell Banker HPW				
10.	Tim Donnelly	2508 Southwinds Run, Apex NC 27502			
11.	Judith Luebke	2305 Kelly Rd, Apex NC 27502			
12.	Jeanne Hiesel	2309 Kelly Rd, Apex NC 27502			
13.					
14.					

Use additional sheets, if necessary.

SUMMARY OF DISCUSSION FROM THE ELECTRONIC NEIGHBORHOOD MEETING

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Property Owner(s) name(s): Barbara Jo W Timberlake, Daniel & Denise Schardt, Timothy L & Cynthia O Donnelly

Applicant(s): AMH Development, LLC

Contact information (email/phone): 919-582-6197 sfreeman@ah4r.com

Meeting Format: Teams Meeting

Date of meeting: Tuesday, 03/30/2021 Time of meeting: 6:00 pm - 8:00 pm

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

Question/Concern #1: See attached Neighborhood Meeting Report for summary of issues discussed

Applicant's Response:

Question/Concern #2:

Applicant's Response:

Question/Concern #3:

Applicant's Response:

Question/Concern #4:

Applicant's Response:



KELLY WOODS

Neighborhood Meeting Report

March 30, 2021

Microsoft Teams Virtual Meeting
6:00-8:00 PM



Table of Contents

- Summary of Issues Discussed
- Meeting Presentation Appendix A
- Invitation Notice to Neighbors Appendix B

Kelly Woods Neighborhood Meeting Summary

Development Team:

AMH Development - Morrisville: Stephen Freeman, Manager, Land Acquisitions

ESP Associates: Adam Ashbaugh, Civil Engineer, Planner
Emily Rothrock, Landscape Architect

The meeting began at 6:00pm with Adam Ashbaugh with a welcome and introduction to Emily Rothrock.

Emily, introduced the project and gave an overview of the project scope and location. The floor was then opened for questions. Stephen provided an introduction to AMH Development, the products they provide and a brief overview of their company and himself. There were approximately nine attendees. Questions were asked by two attendees.

The majority of the questions involved the following topics. (Black Text)

- Entrance Locations/Traffic Flow
- Sewer and Water Capacity/Waterline Extension
- Privacy Fence Buffer

Both Mr. Freeman and the planners responded to the neighbors' questions. Most of the attendees live in the subdivisions directly adjacent to the parcel across Kelly Rd or were parcel owners or Brokers.

A general summary of the public comments and issues raised, together with Development Team responses are as follows:

1. Entrance Locations/Traffic:

- **Concern expressed over entrance location and increased traffic on Kelly Rd and homeowner's property.**

It was acknowledged that preliminary design will call for entrances to be on Holland Rd and Southwinds Run. Final determinations will come from NCDOT and Town of Apex. The final Subdivision Plan will provide adequate dedication of right-of-way along project frontages abutting Holland Rd. and Kelly Rd. to accommodate future right-of-way widths and road improvements outlined in the Town of Apex Thoroughfare and Collector Street Plan.

2. Sewer and Water Capacity:

- **Will the proposed development strain water and sewer capacity?**

Potable water will be provided to the property via Town of Apex public water. Gravity sewer service to the proposed development will connect to the existing Town of Apex sewer main traversing the property. No anticipated impact to wells or aquifer system is expected.

- **Consideration for a waterline extension was requested. It was suggested perhaps tying into the new waterline adjacent to the 2509 Southwinds Run and West Village boundary, servicing the proposed project and alternatively extend the equivalent extension requirement within Westwinds or similar cost contribution for future water improvements.**

The Applicant is willing to consider working with Westwinds HOA and Town on waterline requirements and/or improvements.

- **Is there a plan to hide the sewer manhole/cap that is visible on the front of the Schardt property, 2324 Kelly Rd, along Kelly Rd frontage?**

This is a Town of Apex sewer line. No improvements to the sewer infrastructure are planned at this time but this will be coordinated with the Town as plans develop.

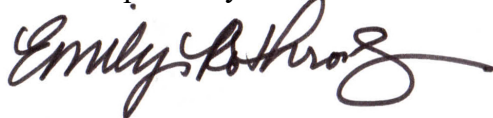
3. Privacy/Fence Buffer

- **Is there a plan for keeping a 6' privacy fence along Southwinds Run?**

The existing privacy fence will be considered in further plan development and the applicant is willing to explore keeping, repairing, and or adding to the fence as part of any required screening/buffering.

Question and Answer session adjourned and all participants logged off by 6:45pm. Organizers stayed logged on for the duration of the meeting.

Respectively submitted.



Emily Rothrock, PLA
ESP Associates, Inc.

Copy: File
Client
Town of Apex

Appendix A: Neighborhood Meeting Presentation

Kelly Woods

NEIGHBORHOOD MEETING PRESENTATION

03/30/2021

6:00pm to 8:00pm

 **AMH Development**

Rezoning Process

- | | |
|-----------------------------------------------|------------------------|
| 1. Pre – Application Meeting | (completed 03/04/2021) |
| 2. Neighborhood Meeting | (current 03/30/2021) |
| 3. Rezoning Petition Application and Schedule | |
| 4. 2025 Land Use Plan | |
| 5. Review for Sufficiency | |
| 6. Public Hearing Notification | |
| 7. Planning Board Meeting | |
| 8. Town Council Meeting | |

Aerial View



Vicinity & Existing Zoning Map

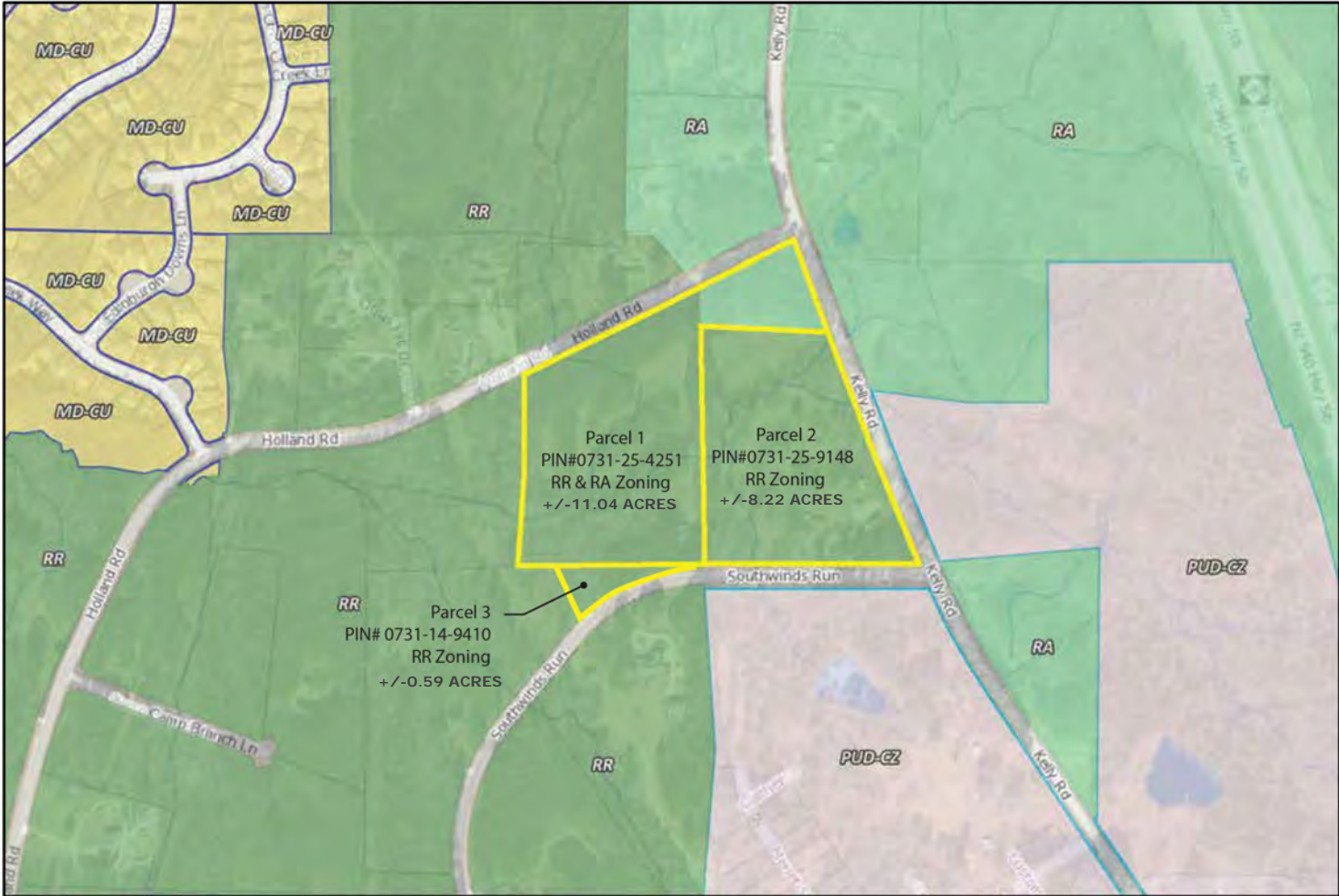
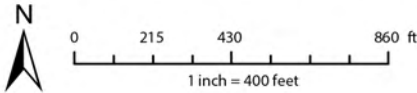
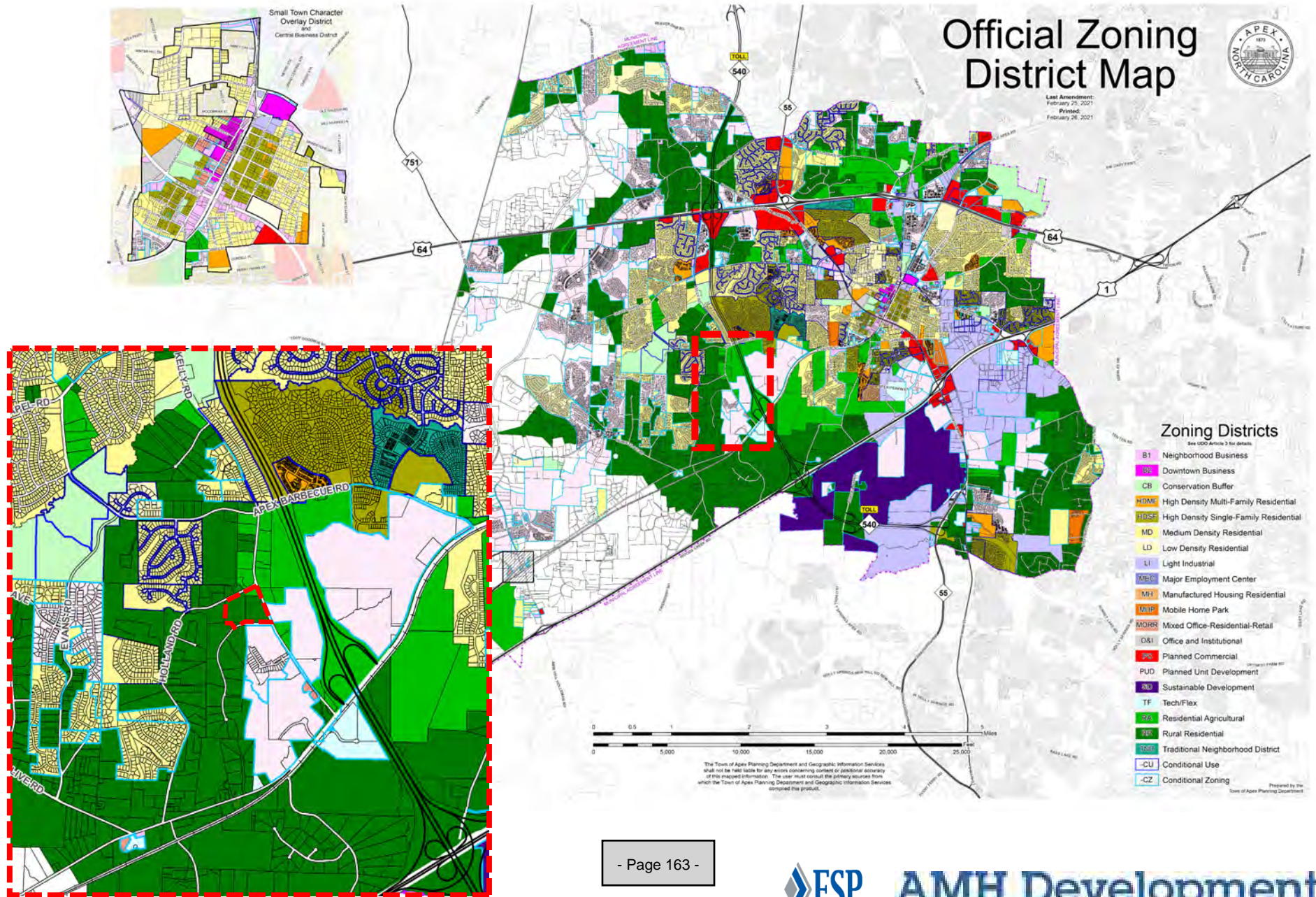


Exhibit A - Vicinity & Existing Zoning Map



Disclaimer:
iMaps makes every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are NOT surveys. No warranties, expressed or implied, are provided for the data therein, its use, or its interpretation.

Apex Zoning Map



Apex Zoning Map

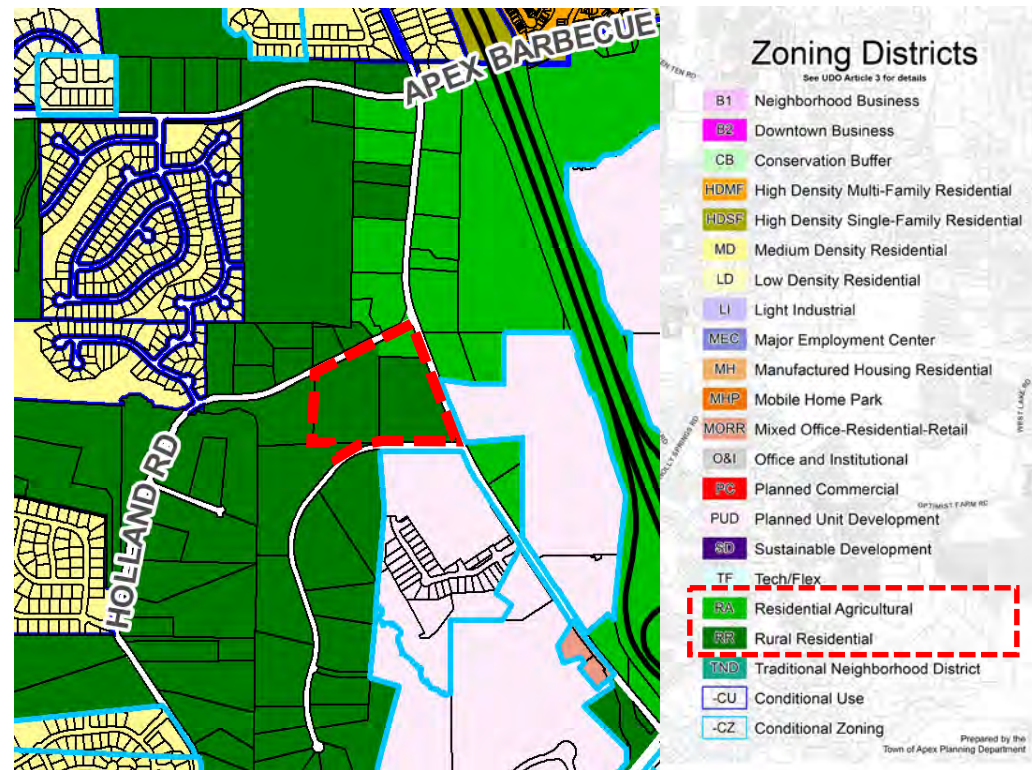
Existing Zoning

Residential Agricultural (RA)

- The purpose and intent of the RA Residential Agricultural District is to protect and enhance an agricultural and rural lifestyle by providing lands that allow for agricultural uses, and very low density rural and residential development.
- Single family homes in the Residential Agricultural (RA) District shall have an average lot size of 5 acres or greater per residential development.

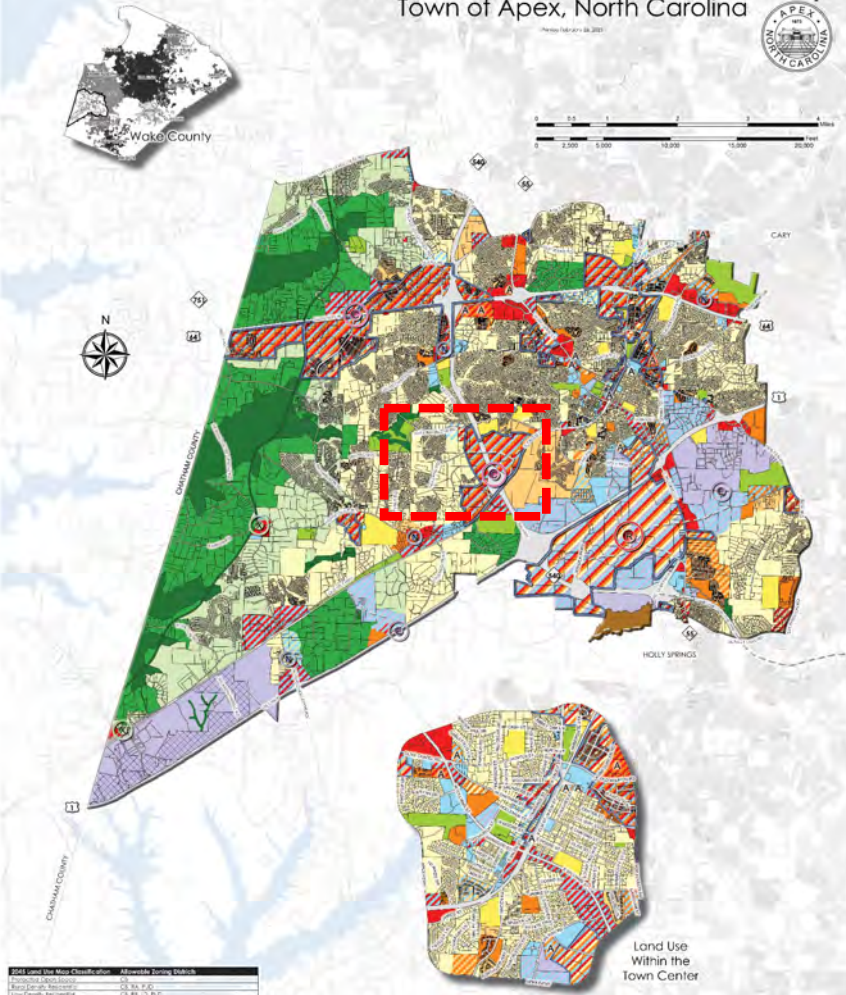
Rural Residential (RR)

- The purpose and intent of the RR Rural Residential District is to provide for lower density rural and residential development while accommodating smaller lot sizes than the RA Residential Agricultural District.
- Single family homes in the Rural Residential (RR) District shall have an average lot size of 1 acre or greater per residential development.



Consistency with Comprehensive Plan

2045 Land Use Map
Town of Apex, North Carolina

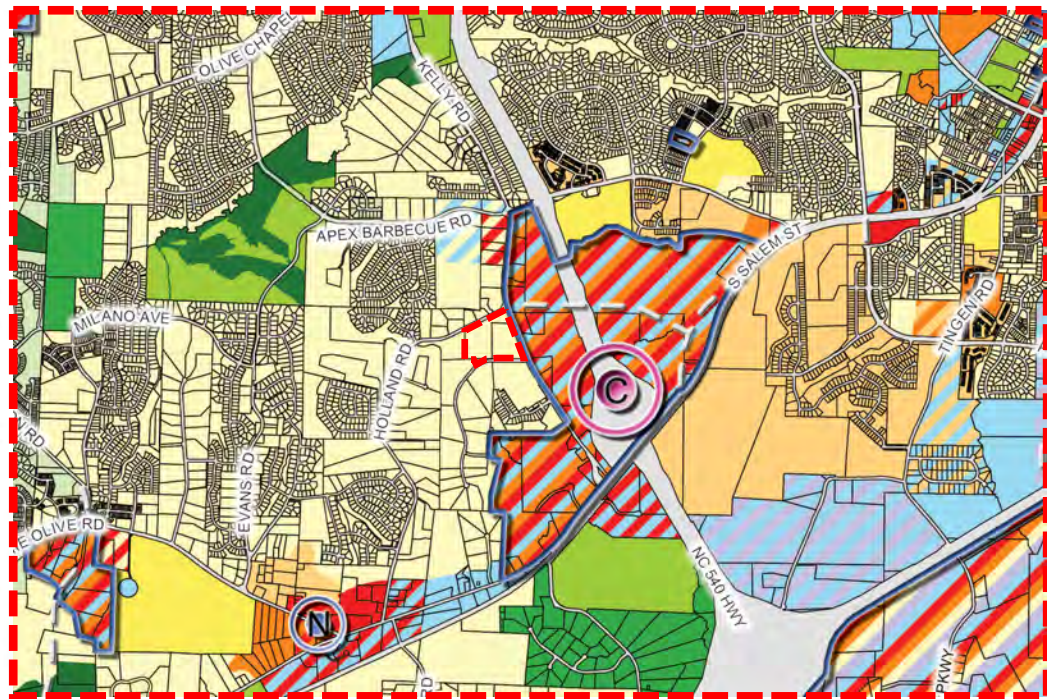


2045 Land Use Map Classification

Land Use Classification	Color	Pattern	Notes
Protected Open Space	Dark Green	Solid	
Rural Density Residential	Light Green	Solid	One dwelling unit per five acres
Low Density Residential	Yellow	Solid	Single-family homes or a mix of single-family homes with townhomes, duplexes, and townhomes
Medium Density Residential	Orange	Solid	Single-family homes, duplexes, and townhomes
Medium/High Density Residential	Dark Orange	Solid	Single-family homes, duplexes, townhomes, quadplexes, and townhomes
High Density Residential	Red	Solid	Townhomes, duplexes, quadplexes, and townhomes
Office Employment	Blue	Solid	
Commercial Services	Red	Solid	
Industrial Employment	Purple	Solid	
Park—Public or Private	Light Green	Diagonal Lines	
School	Yellow	Diagonal Lines	
Sanitary Landfill	Brown	Solid	
Right-of-Way	Grey	Solid	
Mixed Use	Blue	Diagonal Lines	
Property Lines	White	Diagonal Lines	
Duke Energy Land	Grey	Diagonal Lines	
Proposed Thoroughfares	Grey	Diagonal Lines	

- Future Land Classifications**
- Protected Open Space
 - Rural Density Residential
 - Low Density Residential
 - Medium Density Residential
 - Medium/High Density Residential
 - High Density Residential
 - Office Employment
 - Commercial Services
 - Industrial Employment
 - Park—Public or Private
 - School
 - Sanitary Landfill
 - Right-of-Way
 - Mixed Use
 - Property Lines
 - Duke Energy Land
 - Proposed Thoroughfares

- Potential Activity Centers**
- Neighborhood Mixed Use (NMI)
 - Employment Mixed Use (EMU)
 - Community Mixed Use (CMU)
 - Regional Mixed Use (RMU)
 - Recreational Mixed Use (XMU)



Future Land Classifications

- Protected Open Space
- Rural Density Residential
- Low Density Residential
- Medium Density Residential
- Medium/High Density Residential
- High Density Residential
- Office Employment
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- Industrial Employment
- Park—Public or Private
- School
- Sanitary Landfill
- Right-of-Way
- Mixed Use
- Property Lines
- Duke Energy Land
- Proposed Thoroughfares

Potential Activity Centers

- Neighborhood Mixed Use (NMI)
- Employment Mixed Use (EMU)
- Community Mixed Use (CMU)
- Regional Mixed Use (RMU)
- Recreational Mixed Use (XMU)

Consistency with Comprehensive Plan

Comprehensive Plan Future Zoning

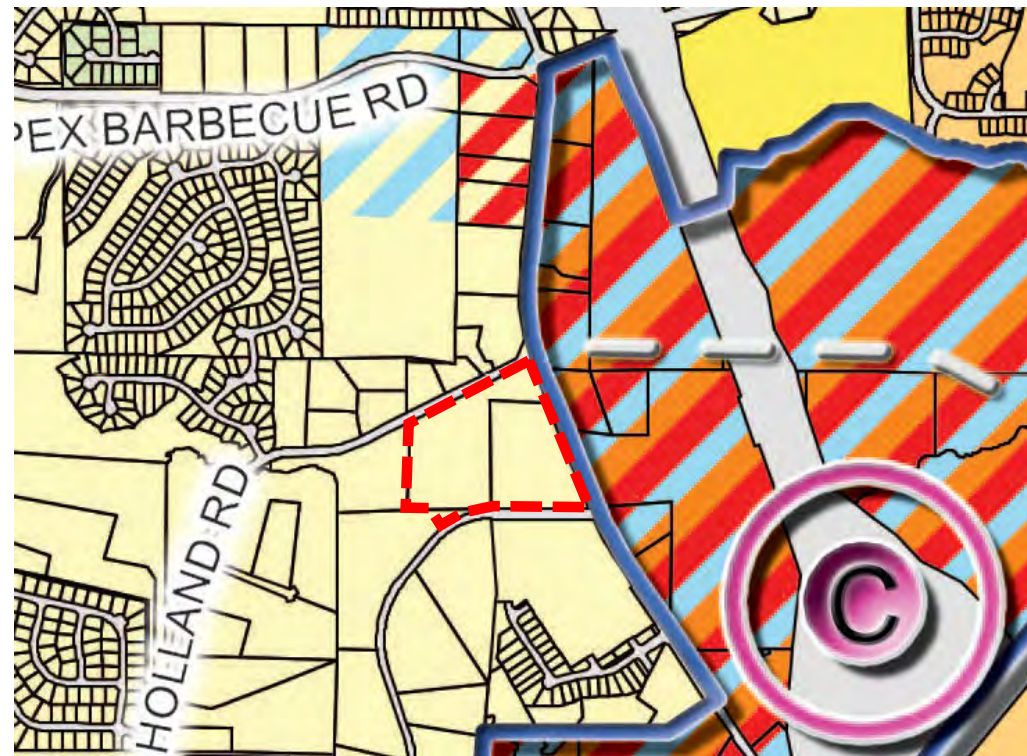
Medium Density Residential

(Single Family Homes – duplexes, and Townhomes)

- Medium Density Residential primary uses include both single-family homes and townhomes up to 6 units per acre.
- Medium Density Residential provides a transition from the more urbanized areas of Apex to the Low Density neighborhoods in the western part of the study area.

Proposed Use: Maximum 45 Single-Family detached residential lots

Proposed Density: Maximum 2.34 du/acre



Future Land Classifications



Potential Activity Centers



Recommended Conditions from Environmental Advisory Board

1. Preserve tree canopy within all buffers and perimeter boundaries with the exception of pedestrian amenities and town utilities, and as appropriate with required construction.
2. Deciduous shade trees will be located on the south side of structures where practical.
3. Planting on site will include native selections and habitat supportive species specific to pollinators.
4. Planting will focus on selections with seasonal succession to support native wildlife.
5. Areas outside of new construction will be preserved as practical with the intent to maintain native habitat/systems.
6. Plants selected will limit required irrigation including but not limited to warm season turf grass where appropriate.
7. Trees used on site will be selected to specifically increase the native species diversity of hardwood trees.
8. Installation of signage near environmentally sensitive areas to address pet waste and chemical use as appropriate.
9. Use LID techniques based on NC DEQ standards techniques where attainable based on soil conditions.
10. Add pet waste stations along pedestrian walkway at both access points at minimum.
11. Outdoor lighting shall be shielded in a way that focuses lighting to the ground.



AMH DEVELOPMENT



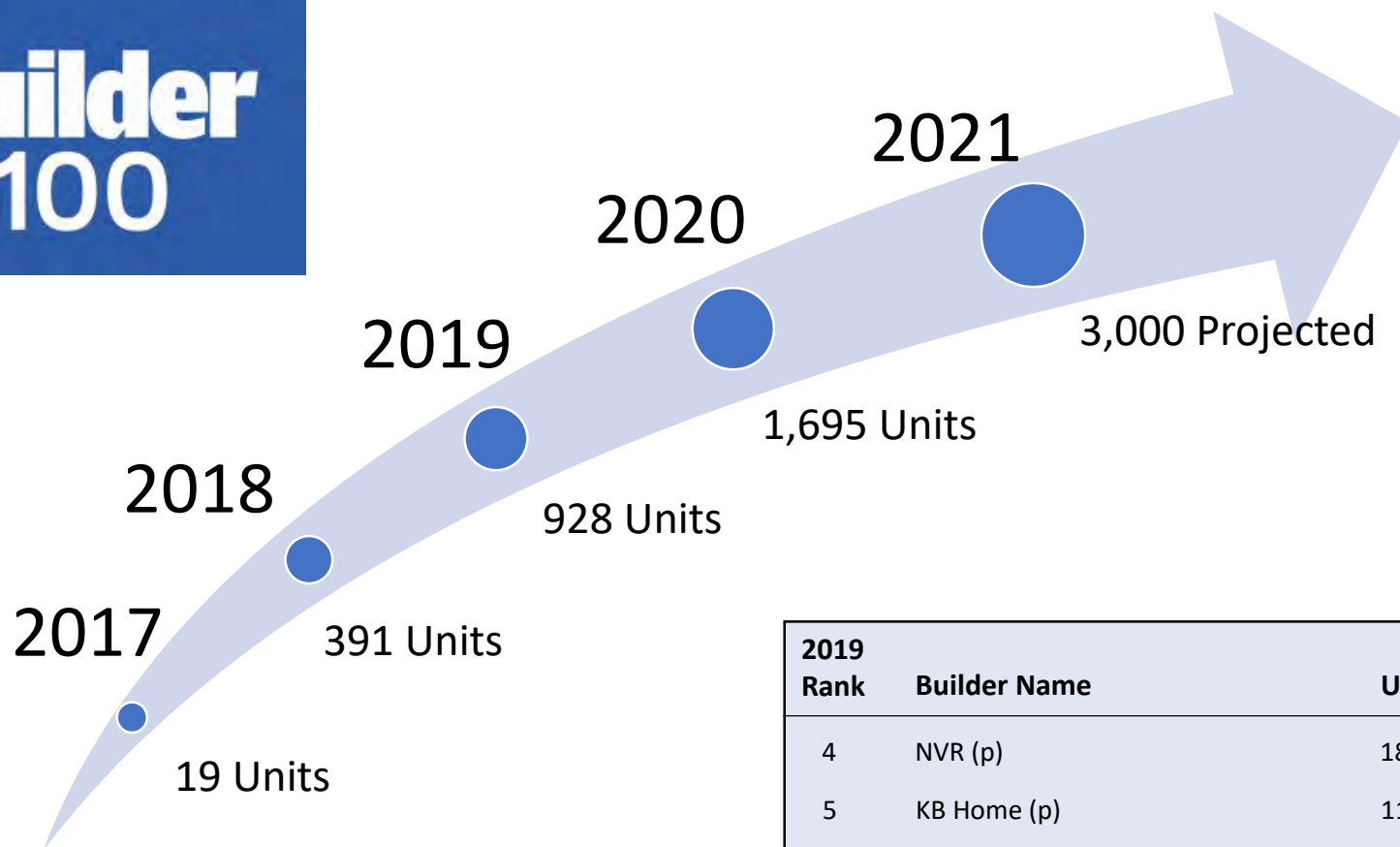
December 1, 2020



AMH Development:

- Wholly owned subsidiary of American Homes 4 Rent.
- Largest builder of single-family rental homes in the U.S.
- Founded in order to grow the AH4R portfolio from 52,000 to over 200,000 homes.
- Building in over 60 subdivisions in 15 cities across the U.S. and will add an additional 4 cities in 2021.
- Top 40 home builder by volume in 2020.
- Expected top 25 home builder by the end of 2021.
- Expected to deliver 300 to 500 homes annually in each market where we currently build.
- AMH Development plans on adding an additional 1000 homes under construction per year after 2021.





Transitioning from explosive growth to a sustainable growth model
(25-30% YOY target)

Competing directly with Top 20 Builders in land acquisition

2019 Rank	Builder Name	Units
4	NVR (p)	18,447
5	KB Home (p)	11,317
16	David Weekley Homes	4,687
22	Mattamy Homes	3,313
29	Drees Homes	1,971
36	Dream Finders Homes	1,408



Sample Prototype Elevations – 3 Bedroom Homes



Sample Prototype Elevations – 4 Bedroom Homes



Sample Prototype Elevations – 5 Bedroom Homes



Rezoning Process - Next Steps

- | | |
|-----------------------------------------------|------------------------|
| 1. Pre – Application Meeting | (completed 03/04/2021) |
| 2. Neighborhood Meeting | (completed 03/30/2021) |
| 3. Rezoning Petition Application and Schedule | |
| 4. 2025 Land Use Plan | (Not Required) |
| 5. Review for Sufficiency | |
| 6. Public Hearing Notification | |
| 7. Planning Board Meeting | |
| 8. Town Council Meeting | |

Questions?

Appendix B: Invitation Notice to Neighbors

NOTICE OF ELECTRONIC NEIGHBORHOOD MEETING

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

03/30/2021

Date

Dear Neighbor:

You are invited to an electronic neighborhood meeting to review and discuss the development proposal at
2300 Kelly Rd, 2324 Kelly Rd & 2508 Southwinds Run, Apex 0731-25-4251, 0731-25-9148, 0731-14-9410

Address(es)

PIN(s)

in accordance with the Town of Apex Electronic Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, you may contact the applicant before or after the meeting is held. Once an application has been submitted to the Town, it may be tracked using the [Interactive Development Map](#) or the [Apex Development Report](#) located on the Town of Apex website at www.apexnc.org. If at all feasible given emergency declarations, limits on in-person gatherings, and social distancing, an additional in-person Neighborhood Meeting may be scheduled and held prior to a public hearing or staff decision on the application.

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

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

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

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

Development of maximum 50 single family detached lots & associated infrastructure

MEETING LINK REQUEST EMAIL DIANE BELOTTI: DBELOTTI@ESPASSOCIATES.COM

https://teams.microsoft.com/j/19%3ameeting_NzkxMDFhZTItNDIiMy00OWU3LTk5ZjA1ZmRjMTFjNTY0NjU1%40thread.v2/0?context=%7b%22id%22%3a%227f3568d-363f-4e58-a4d8-1c07f43b09fb%22%2c%220id%22%3a%227a52cbb6-3f3f-44dc-838c-232efb74db95%22%7d

Estimated submittal date: 04/01/2021

MEETING INFORMATION:

Property Owner(s) name(s):	Barbara Jo W Timberlake, Daniel & Denise Schardt, Timothy L & Cynthia O Donnelly	
Applicant(s):	AMH Development	
Contact information (email/phone):	sfreeman@ah4r.com	404-895-8035
Electronic Meeting invitation/call in info:	+1 843-779-7114,,11611301# United States, Charleston Phone Conference ID: 116 113 01# See description above for email to request a Teams Meeting link	
Date of meeting**:	Tuesday, 03/30/2021	
Time of meeting**:	6:00 PM - 8:00 PM	

MEETING AGENDA TIMES:

Welcome: 5 minutes Project Presentation: 30 minutes Question & Answer: as needed

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

PROJECT CONTACT INFORMATION

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Development Contacts:

Project Name: Kelly Woods Zoning: Exsting: RA/RR Proposed: MD

Location: 2300 Kelly Rd, 2324 Kelly Rd & 2508 Southwinds Run, Apex, NC 27502

Property PIN(s): 0731-25-4251, 0731-25-9148, 0731-14-9410 Acreage/Square Feet: +/- 19.86 Ac

Property Owner: Barbara Jo W Timberlake, Trustee of Barbara Jo W Timberlake Family Trust

Address: 2300 Kelly Rd

City: Apex State: NC Zip: 27502

Phone: 919-362-0126 Email: bjtlake@att.net

Developer: AMH Development

Address: 2100 Gateway Centre Blvd, Suite 120

City: Morrisville State: NC Zip: 27560

Phone: 919-582-6197 Fax: n/a Email: sfreeman@ah4r.com

Engineer: ESP Associates, Inc.

Address: 2200 Gateway Centre Blvd, Suite 216

City: Morrisville State: NC Zip: 27560

Phone: 919-678-1070 Fax: 919-677-1252 Email: erothrock@espassociates.com

Builder (if known): n/a

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

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

Town of Apex Department Contacts

Planning Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks Planner	(919) 249-7468
Public Works - Transportation Russell Dalton, Senior Transportation Engineer	(919) 249-3358
Water Resources Department Jessica Bolin, Senior Engineer (Stormwater, Sedimentation & Erosion Control) Stan Fortier, Senior Engineer (Stormwater, Sedimentation & Erosion Control) James Gregg, Utility Engineer (Water & Sewer)	(919) 249-3537 (919) 249-1166 (919) 249-3324
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Property PIN(s): 0731-25-4251, 0731-25-9148, 0731-14-9410 Acreage/Square Feet: +/- 19.86 Ac

Property Owner: Daniel & Denise Schardt

Address: 2324 Kelly Rd

City: Apex State: NC Zip: 27502

Phone: 919-244-5343 / 919-244-0649 Email: bowtieguy1963@yahoo.com

Developer: AMH Development

Address: 2100 Gateway Centre Blvd, Suite 120

City: Morrisville State: NC Zip: 27560

Phone: 919-582-6197 Fax: n/a Email: sfreeman@ah4r.com

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Property Owner: Timothy L & Cynthia O Donnelly

Address: 2508 Southwinds Run

City: Apex State: NC Zip: 27502

Phone: 919-625-2912 Email: apextimothy@gmail.com

Developer: AMH Development

Address: 2100 Gateway Centre Blvd, Suite 120

City: Morrisville State: NC Zip: 27560

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Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(919) 249-3342

Providing Input to Town Council:

Each Town Council meeting agenda includes a Public Forum time when anyone is permitted to speak for three (3) minutes on any topic with the exception of items listed as Public Hearings for that meeting. The Town Council meets on the 1st and 3rd Tuesdays of each month at 6:00 p.m. (except for holidays, see schedule of meetings at <http://www.apexnc.org/838/Agendas-Minutes>). You may also contact Town Council by e-mail at AllCouncil@apexnc.org.

Private Agreements and Easement Negotiation:

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

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

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

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

Documentation:

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

COMMON CONSTRUCTION ISSUES & WHO TO CALL

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Noise & Hours of Construction:	Non-Emergency Police	919-362-8661
-------------------------------------------	-----------------------------	---------------------

Noise from tree removal, grading, excavating, paving, and building structures is a routine part of the construction process. The Town generally limits construction hours from 7:00 a.m. to 8:30 p.m. so that there are quiet times even during the construction process. Note that construction outside of these hours is allowed with special permission from the Town when it makes more sense to have the construction occur at night, often to avoid traffic issues. In addition, the Town limits hours of blasting rock to Monday through Friday from 8:00 a.m. to 5:00 p.m. Report violations of construction hours and other noise complaints to the Non-Emergency Police phone number at 919-362-8661.

Construction Traffic:	James Misciagno	919-372-7470
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Construction truck traffic will be heavy throughout the development process, including but not limited to removal of trees from site, loads of dirt coming in and/or out of the site, construction materials such as brick and wood brought to the site, asphalt and concrete trucks come in to pave, etc. The Town requires a construction entrance that is graveled to try to prevent as much dirt from leaving the site as possible. If dirt does get into the road, the Town can require they clean the street (see "Dirt in the Road" below).

Road Damage & Traffic Control:	Water Resources – Infrastructure Inspections	919-362-8166
-------------------------------------------	-----------------------------------------------------	---------------------

There can be issues with roadway damage, roadway improvements, and traffic control. Potholes, rutting, inadequate lanes/signing/stripping, poor traffic control, blocked sidewalks/paths are all common issues that should be reported to Water Resources – Infrastructure Inspections at 919-249-3427. The Town will get NCDOT involved if needed.

Parking Violations:	Non-Emergency Police	919-362-8661
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Unless a neighbor gives permission, there should be no construction parking in neighbors' driveways or on their property. Note that parking in the right-of-way is allowed, but Town regulations prohibit parking within 15 feet of driveways so as not to block sight triangles. Trespassing and parking complaints should be reported to the Non-Emergency Police phone number at 919-362-8661.

Dirt in the Road:	James Misciagno	919-372-7470
--------------------------	------------------------	---------------------

Sediment (dirt) and mud gets into the existing roads due to rain events and/or vehicle traffic. These incidents should be reported to James Misciagno. He will coordinate the cleaning of the roadways with the developer.

Dirt on Properties or in Streams:	James Misciagno Danny Smith	919-372-7470 Danny.Smith@ncdenr.gov
------------------------------------------	----------------------------------------------	--------------------------------------------------------------------------------------------------

Sediment (dirt) can leave the site and get onto adjacent properties or into streams and stream buffers; it is typically transported off-site by rain events. These incidents should be reported to James Misciagno at 919-372-7470 so that he can coordinate the appropriate repairs with the developer. Impacts to the streams and stream buffers should also be reported to Danny Smith (danny.smith@ncdenr.gov) with the State.

Dust:	James Misciagno	919-372-7470
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During dry weather dust often becomes a problem blowing into existing neighborhoods or roadways. These incidents should be reported to James Misciagno at 919-372-7470 so that he can coordinate the use of water trucks onsite with the grading contractor to help control the dust.

Trash:	James Misciagno	919-372-7470
---------------	------------------------	---------------------

Excessive garbage and construction debris can blow around on a site or even off of the site. These incidents should be reported to James Misciagno at 919-372-7470. He will coordinate the cleanup and trash collection with the developer/home builder.

Temporary Sediment Basins:	James Misciagno	919-372-7470
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Temporary sediment basins during construction (prior to the conversion to the final stormwater pond) are often quite unattractive. Concerns should be reported to James Misciagno at 919-372-7470 so that he can coordinate the cleaning and/or mowing of the slopes and bottom of the pond with the developer.

Stormwater Control Measures:	Jessica Bolin	919-249-3537
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Post-construction concerns related to Stormwater Control Measures (typically a stormwater pond) such as conversion and long-term maintenance should be reported to Mike Deaton at 919-249-3413.

Electric Utility Installation:	Rodney Smith	919-249-3342
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Concerns with electric utility installation can be addressed by the Apex Electric Utilities Department. Contact Rodney Smith at 919-249-3342.

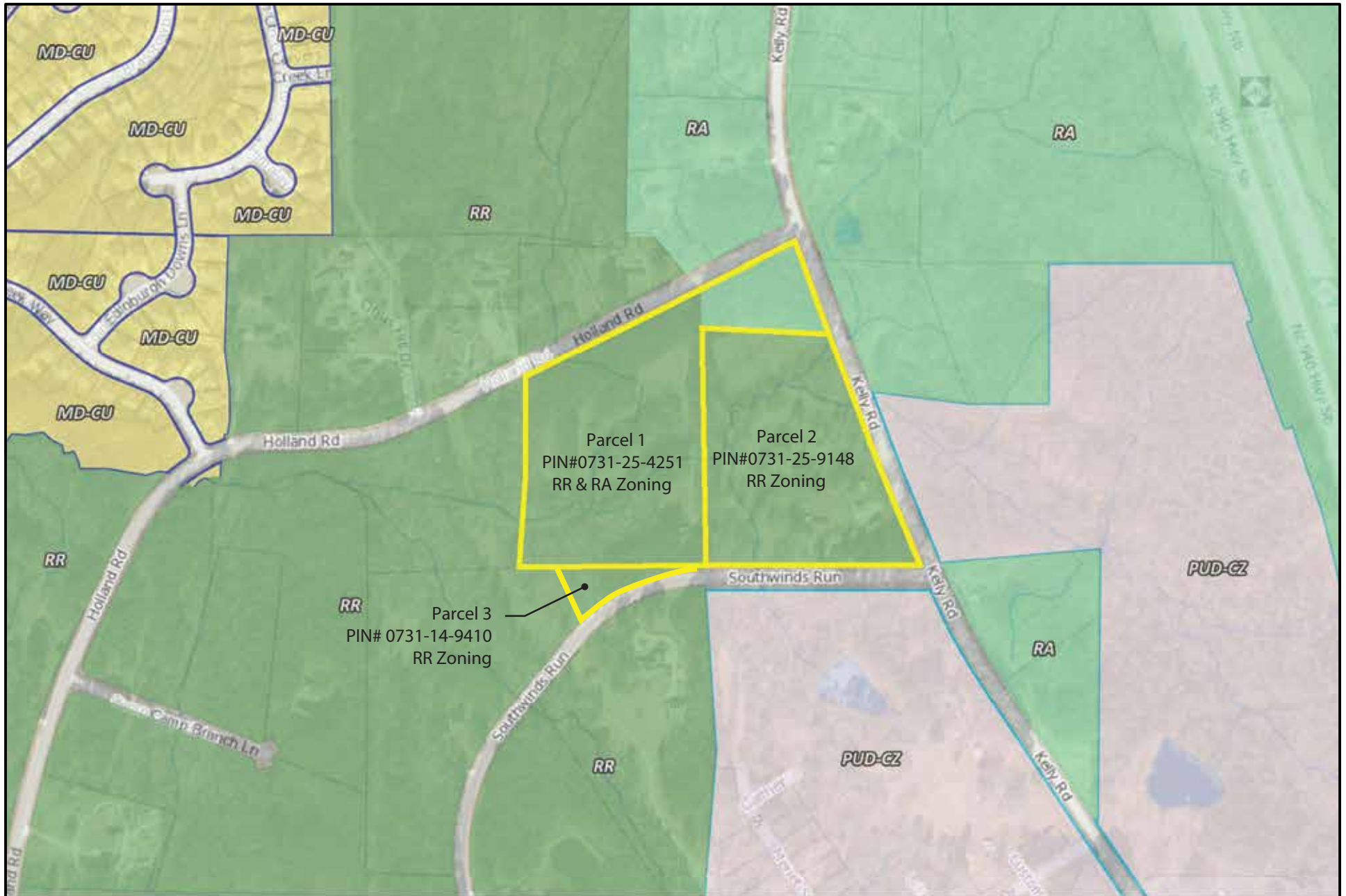
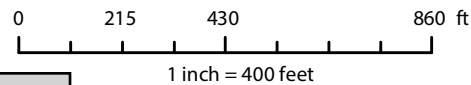


Exhibit A - Vicinity & Existing Zoning Map



ESP Associates, Inc.
2200 Gateway Centre Blvd., Suite 210
Morrisville, NC 27560
919.678.1070
www.espassociates.com



Disclaimer

iMaps makes every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are NOT surveys. No warranties, expressed or implied, are provided for the data therein, its use, or its interpretation.

AFFIDAVIT OF CONDUCTING AN ELECTRONIC NEIGHBORHOOD MEETING AND ISSUES/RESPONSES SUBMITTAL

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

I, Stephen L. Freeman, do hereby declare as follows:
Print Name

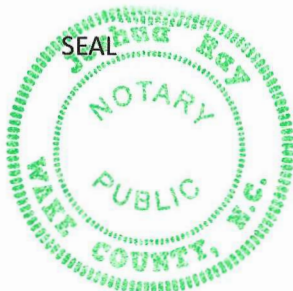
1. I have conducted an Electronic Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Planning Department, all property owners within 300 feet of the subject property and any neighborhood association that represents citizens in the area via first class mail a minimum of 10 days in advance of the Electronic Neighborhood Meeting.
3. The meeting was conducted via Teams Meeting (indicate format of meeting) on 03/30/2021 (date) from 6:00 pm (start time) to 8:00 pm (end time).
4. I have included the mailing list, meeting invitation, attendance sheet issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.

03/31/2021
Date

By: [Signature]

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Joshua Ray, a Notary Public for the above State and County, on this the 31st day of March, 2021.



[Signature]
Notary Public
Joshua Ray
Print Name

My Commission Expires: 07-18-23

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 8, 2021

Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning and Community Development

Requested Motion

Motion to set the Public Hearing for the June 22, 2021 Town Council meeting regarding various amendments to the Unified Development Ordinance.

Approval Recommended?

The Planning and Community Development Department recommends approval.

Item Details

Summary of UDO Amendments

Requested by Planning Staff:

1. Amendments to various sections of the UDO in order to bring the Ordinance into compliance with NCGS Ch. 160D, change "Planning Department" to "Department of Planning and Community Development", change "Planning Director" to "Director of Planning and Community Development", add Sec. 2.2.19 *Quasi-judicial Public Hearing Procedures*, remove two references to "non-structural development permit" which is no longer a permit type, add missing references to Sec. 6.3 in the standards column of the Use Table, change certain references to "Thoroughfare Plan" and all references to "Apex Transportation Plan" to "Advance Apex: The 2045 Transportation Plan", and to make various style and formatting updates for consistency with the remainder of the Ordinance.

Attachments

- N/A



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 8, 2021

Item Details

Presenter(s): Michael Deaton, P.E., Director

Department(s): Water Resources

Requested Motion

Motion to approve multi-year Master Service Agreements with multiple vendors (see list under Attachments).

Approval Recommended?

Yes

Item Details

This request is to approve multi-year Master Service Agreements, valid through June 30, 2024, with multiple vendors that provide required services to the Town, and authorization for the Town Manager to execute the same.

Attachments

- Bitting Electric, Inc. - Vendor Signed Master Services Agreement
- Carolina Management Team - Vendor Signed Master Services Agreement
- Clearwater, Inc. - Vendor Signed Master Services Agreement
- Crane 1 - Vendor Signed Master Services Agreement
- Creative Resurfacing NC - Vendor Signed Master Services Agreement
- Dixie Electro Mechanical Services - Vendor Signed Master Services Agreement
- Dun-Right Services - Vendor Signed Master Services Agreement
- Jack Moore & Associates, Inc. - Vendor Signed Master Services Agreement
- KB Power System - Vendor Signed Master Services Agreement
- L.G. Jordan Oil Co., Inc. - Vendor Signed Master Services Agreement
- Pace Analytical Services, LLC - Vendor Signed Master Services Agreement
- Pete Duty and Associates - Vendor Signed Master Services Agreement
- R&J Mechanical - Vendor Signed Master Services Agreement
- Vision NC - Vendor Signed Master Services Agreement
- Water and Waste System Construction, Inc. - Vendor Signed Master Services Agreement



STATE OF NORTH CAROLINA

Contract Identification # _____

COUNTY OF WAKE

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT is entered into this the ____ day of _____, 2021, by and between, Bitting Electric, Inc., a North Carolina Corporation with its principal business offices located at 1000 Northgate Court, Morrisville, NC 27560 (the "Contractor"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Contractor may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, Town, is engaged in the operation of water and sewer utilities including pipes, drains, facilities and associated equipment, which from time to time requires 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: electrical service and repair and generator service, repair, and load bank testing.

When service is requested by the Town, Contractor shall provide a cost estimate based on the attached rate sheet and a detailed Scope of Services that shall be governed by the terms of this Agreement. The Scope of Services shall reference this Agreement and this Agreement shall be incorporated into and made a part of the scope of services whether or not expressly incorporated by reference in the Scope of Services.

In the event of a conflict between the terms of a Scope of Services, quote, or estimate and this Agreement, this Agreement shall control.

2. SPECIFICATIONS.

Upon request by the Town, Contractor will provide plans and specifications prior to engaging in any services under this Agreement. Contractor hereby acknowledges that it is fully licensed to perform the work contemplated by this Agreement. In the event of a conflict between the provided plans and specifications and this Agreement, this Agreement shall control.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June 30, 2024 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: Bitting Electric, Inc.
Attn: Brandon Bitting
1000 Northgate Court
Morrisville, NC 27560
sbitting@bittingelectric.com

TO TOWN: Town of Apex
Attention: Michael Deaton
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.

Revision date 4/6/2016

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 14 day of MAY, ~~2019~~
2021

Contractor

Town of Apex

Name: BRIAN C. YOUNG

Town Manager

By: 

(Signature)

Title: CFO

Attest:


(Secretary, if a corporation)

Attest:

Town Clerk



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

Finance Director

Revision date 4/6/2016

BITTING ELECTRIC, INC.

**1000 Northgate Court
Morrisville, NC 27560
(919) 467-9417
(919) 481-1582 fax**

Service Rates

Electrician:

\$85.00/per hour plus tax per electrician (typically they must come as a two-man crew)

\$127.50/per hour plus tax for overtime per electrician (anything after 4:30 is overtime)

\$170.00/per hour plus tax for weekends and holidays per electrician

Generator Technician:

\$135.00/per hour plus tax for generator technician

\$142.50/per hour plus tax for generator technician afterhours (call received after 5:00 on weekday, on a weekend or a holiday)

Material:

Cost of material plus 20% plus tax

Effective 05/01/2021

STATE OF NORTH CAROLINA

Contract Identification # _____

COUNTY OF WAKE

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT is entered into this the ____ day of _____, 2021, by and between, Carolina Management Team, LLC., a North Carolina, limited liability company with its principal business offices located at 49 McDowell Street, Asheville, NC 28801-4103 (the “Contractor”), and the Town of Apex, a municipal corporation of the State of North Carolina, (the “Town”). Town and Contractor may collectively be referred to as “Parties” hereinafter.

WITNESSETH:

WHEREAS, Town, is engaged in the operation of water and sewer utilities including pipes, drains, facilities and associated equipment, which from time to time requires 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: Lining, sealing, and grouting services for manhole and wet well rehabilitation.

When service is requested by the Town, Contractor shall provide a cost estimate based on the attached rate sheet and a detailed Scope of Services that shall be governed by the terms of this Agreement. The Scope of Services shall reference this Agreement and this Agreement shall be incorporated into and made a part of the scope of services whether or not expressly incorporated by reference in the Scope of Services.

In the event of a conflict between the terms of a Scope of Services, quote, or estimate and this Agreement, this Agreement shall control.

2. SPECIFICATIONS.

Upon request by the Town, Contractor will provide plans and specifications prior to engaging in any services under this Agreement. Contractor hereby acknowledges that it is fully licensed to perform the work contemplated by this Agreement. In the event of a conflict between the provided plans and specifications and this Agreement, this Agreement shall control.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June 30, 2024 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: Carolina Management Team, LLC.
Attn: David Van Zee
1941 Baker Road
High Point, NC 27263
david@cmtcoatings.com

TO TOWN: Town of Apex
Attention: Michael Deaton
PO Box 250
Apex, NC 27502

14. DELAY BEYOND THE CONTROL OF THE PARTIES.

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

15. NONWAIVER FOR BREACH.

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

16. CONSTRUCTION.

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

17. NO REPRESENTATIONS.

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

18. SEVERABILITY.

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

19. COUNTERPARTS.

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

20. MODIFICATION.

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

21. BINDING EFFECT.

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

22. ASSIGNMENT.

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

23. INDEPENDENT CONTRACTOR.

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

24. NON-APPROPRIATION.

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

25. IRAN DIVESTMENT ACT CERTIFICATION.

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

is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Contractor will not utilize any subcontractors found on the Final Divestment List.

26. ANTI-HUMAN TRAFFICKING.

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

27. ELECTRONIC SIGNATURE.

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

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this _____ day of _____, 2021.

Contractor

Name: David Van Zee

By: David Van Zee
(Signature)

Title: Co-Owner Member/Manager

Attest: Carol A. Fiedler
(Secretary, if a corporation)

Town of Apex

Town Manager

Attest:

Town Clerk

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

Finance Director

Revision date 4/6/2016

6-30-2021 thru 6-30-2022

Apex Manhole Pricing Work Sheet

Install 1" thick cementitious mortar on walls of existing manholes – any accessible location:

CAM Mortar per Vertical Foot

	1"	1.5"	2"
4' Dia	\$230	\$245	\$285
5' Dia	\$255	\$290	\$330
6' Dia	\$300	\$335	\$375

Install 1" thick cementitious mortar on walls of existing manholes – any accessible location:

MSM Mortar per Vertical Foot

	1"	1.5"	2"
4' Dia	\$195	\$210	\$235
5' Dia	\$215	\$230	\$255
6' Dia	\$245	\$265	\$285

Install 80-100 mils of Epoxy or Polyurethane Lining Product on existing manholes walls and bench – any accessible location:

Dura-Plate 6100 per VF

SherFlex per VF

4' Dia	\$220	\$220
5' Dia	\$270	\$270
6' Dia	\$315	\$315

Rebuilding existing manhole benches and invert channels – any accessible location:

4' Dia	\$375
5' Dia	\$400
6' Dia	\$450

Repair individual and precast joint leaks – any accessible location:

Time	\$80.00/man hour
Materials	Cost + 20%
Truck	\$100.00/day
Trailer	\$50.00/day
Equipment (Tripod, Monitor, Generator, Injection Pump, Etc)	\$225.00/day

Chimney Seal SherFlex Polyurethane:

Each Chimney Seal	\$400
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Traffic Control (required for manholes located in or near street:

1 man	\$80.00/hour
2 men	\$160.00/hour
3 men	\$240.00/hour

Any accessible location – CMT able to get to location without assistance using a 4-wheel drive truck

Non-accessible location – CMT cannot get to location by means of a 4-wheel drive truck

Non-accessible manholes will be priced separately

Pricing will be based on the time it takes to get material and equipment to and from location at a rate of \$80.00/man hour plus equipment necessary to arrive at location

Payments: To be made net 30 days

Notes:

- Price excludes environmental controls, by-pass pumping (this will be handled on a case by case situation)
- All agreements contingent upon weather, delays beyond our control, no lead present
- The client is under a legal and professional duty to respect the confidentiality of this pricing worksheet

Warranty: One year on materials and labor

CMT Qualifications:

NC [DBE](#), [HUB](#) and [WBE](#) certified

Four NACE Certified Coating Inspectors and two SSPC Certified Concrete Coating Inspectors on staff

Named 2014 North Carolina Family Business of the Year by Wake Forest University

STATE OF NORTH CAROLINA

Contract Identification # _____

COUNTY OF WAKE

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT is entered into this the _____ day of _____, 2021, by and between, Clearwater, Inc. a North Carolina, corporation with its principal business offices located at 1105 8th Street Court SE, Hickory, NC 28603 (the "Contractor"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Contractor may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, Town, is engaged in the operation of water and sewer utilities including pipes, drains, facilities and associated equipment, which from time to time requires 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: wastewater infrastructure and appurtenance service and repair.

When service is requested by the Town, Contractor shall provide a cost estimate 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, 2024 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: Clearwater, Inc.
Attn: Vinnie Bryant
PO Box 1469
Hickory, NC 28603
vinnie@clearwaterinc.net

TO TOWN: Town of Apex
Attention: Michael Deaton
PO Box 250
Apex, NC 27502

14. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Contractor nor Town shall be in default of the provisions of this Agreement for delays in performance due to forces beyond the control of the parties. "Forces beyond the control of the parties"

shall mean, but is not limited to, delay caused by fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, and/or civil disobedience.

15. NONWAIVER FOR BREACH.

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

16. CONSTRUCTION.

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

17. NO REPRESENTATIONS.

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

18. SEVERABILITY.

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

19. COUNTERPARTS.

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

20. MODIFICATION.

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

21. BINDING EFFECT.

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

22. ASSIGNMENT.

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

23. INDEPENDENT CONTRACTOR.

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

24. NON-APPROPRIATION.

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

25. IRAN DIVESTMENT ACT CERTIFICATION.

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

26. ANTI-HUMAN TRAFFICKING.

The Contractor warrants and agrees that no labor supplied by the Contractor or the Contractor's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion,

intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

27. ELECTRONIC SIGNATURE.

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

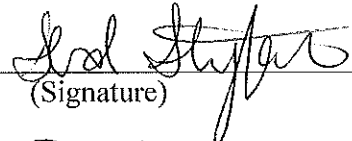
In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this ____ day of _____, 2021.

Contractor

Town of Apex

Name: Shad Stringfellow

Town Manager

By: 
(Signature)

Title: President

Attest:

Attest:

(Secretary, if a corporation)

Town Clerk

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

Finance Director

STATE OF NORTH CAROLINA

Contract Identification # _____

COUNTY OF WAKE

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT is entered into this the ____ day of _____, 2021, by and between, Crane 1 Services, Inc., a Ohio Corporation with its principal business offices located at 1027 Byers Road, Miamisburg, OH 45342 (the “Contractor”), and the Town of Apex, a municipal corporation of the State of North Carolina, (the “Town”). Town and Contractor may collectively be referred to as “Parties” hereinafter.

WITNESSETH:

WHEREAS, Town, is engaged in the operation of water and sewer utilities including pipes, drains, facilities and associated equipment, which from time to time requires 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: hoist and crane service, repair, and inspection.

When service is requested by the Town, Contractor shall provide a cost estimate based on the attached rate sheet and a detailed Scope of Services that shall be governed by the terms of this Agreement. The Scope of Services shall reference this Agreement and this Agreement shall be incorporated into and made a part of the scope of services whether or not expressly incorporated by reference in the Scope of Services.

In the event of a conflict between the terms of a Scope of Services, quote, or estimate and this Agreement, this Agreement shall control.

2. SPECIFICATIONS.

Upon request by the Town, Contractor will provide plans and specifications prior to engaging in any services under this Agreement. Contractor hereby acknowledges that it is fully licensed to perform the work contemplated by this Agreement. In the event of a conflict between the provided plans and specifications and this Agreement, this Agreement shall control.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June 30, 2024 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: Crane 1 Services, Inc.
Attn: Michael Phillips
1066 Boulder Road
Greensboro, NC 27409
Michael.phillips@crane1.com

TO TOWN: Town of Apex
Attention: Michael Deaton
PO Box 250
Apex, NC 27502

14. DELAY BEYOND THE CONTROL OF THE PARTIES.

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

15. NONWAIVER FOR BREACH.

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

16. CONSTRUCTION.

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

17. NO REPRESENTATIONS.

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

18. SEVERABILITY.

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

19. COUNTERPARTS.

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

20. MODIFICATION.

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

21. BINDING EFFECT.

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

22. ASSIGNMENT.

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

23. INDEPENDENT CONTRACTOR.

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

24. NON-APPROPRIATION.

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

25. IRAN DIVESTMENT ACT CERTIFICATION.

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

is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Contractor will not utilize any subcontractors found on the Final Divestment List.

26. ANTI-HUMAN TRAFFICKING.

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

27. ELECTRONIC SIGNATURE.

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

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this _____ day of _____, 2021.

Contractor

Town of Apex

Name: MICHAEL P. PHILLIPS

Town Manager

By: Michael P. Phillips
(Signature)

Title: REGIONAL Manager

Attest:

Attest:

(Secretary, if a corporation)

Town Clerk

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

Finance Director

Revision date 4/6/2016

- A. Standard Labor Rates:
 - a. Straight Time = \$90.00 per hour portal to portal Monday-Friday (7AM-3:30PM)
 - b. Over Time = \$135.00 per hour portal to portal Monday-Saturday (After 3:30PM)
 - c. Holidays = \$180.00 per hour portal to portal includes Sundays
- B. Standard Parts Pricing: Cost plus 20-25%.
 - a. Discounts vary from manufacturer to manufacturer and will drive necessary parts pricing mark-ups
- C. Equipment Rental Cost: Cost plus 20%
- D. State Certified PE Engineering: \$200.00 per hour.
- E. Per Diem: \$180.00 per man per required overnight stay.
- F. Freight: PPD and ADD.

***Note:** Crane 1 is premier partners and dealers with the following Brands

- R&M
- Magnetek
- Demag
- CMCO (Columbus McKinnon)
 - Includes: Shawbox, Yale, Stahl, Coffing, Budgit, CM & Magnetek
- Street Crane
- Detroit Hoists
- Harrington Hoists
- Gobel
- Spanco
- Conductix Wampfler
- Caldwell Inc.
- Anver
- Acco Material Handling
-



STATE OF NORTH CAROLINA

Contract Identification # _____

COUNTY OF WAKE

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT is entered into this the _____ day of _____, 2021, by and between, Creative Resurfacing, LLC., a North Carolina, limited liability company with its principal business offices located at 118 Cedar Grove Lane, Kernersville, NC 27284 (the "Contractor"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Contractor may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, Town, is engaged in the operation of water and sewer utilities including pipes, drains, facilities and associated equipment, which from time to time requires 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: Resurfacing / lining wastewater infrastructure.

When service is requested by the Town, Contractor shall provide a cost estimate based on the attached rate sheet and a detailed Scope of Services that shall be governed by the terms of this Agreement. The Scope of Services shall reference this Agreement and this Agreement shall be incorporated into and made a part of the scope of services whether or not expressly incorporated by reference in the Scope of Services.

In the event of a conflict between the terms of a Scope of Services, quote, or estimate and this Agreement, this Agreement shall control.

2. SPECIFICATIONS.

Upon request by the Town, Contractor will provide plans and specifications prior to engaging in any services under this Agreement. Contractor hereby acknowledges that it is fully licensed to perform the work contemplated by this Agreement. In the event of a conflict between the provided plans and specifications and this Agreement, this Agreement shall control.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June 30, 2024 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: Creative Resurfacing, LLC.
Attn: Lloyd Prontaut
2417 Waynick Street
High Point, NC 27265
creativeresurfacingnc@gmail.com

TO TOWN: Town of Apex
Attention: Michael Deaton
PO Box 250
Apex, NC 27502

14. DELAY BEYOND THE CONTROL OF THE PARTIES.

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

15. NONWAIVER FOR BREACH.

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

16. CONSTRUCTION.

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

17. NO REPRESENTATIONS.

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

18. SEVERABILITY.

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

19. COUNTERPARTS.

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

20. MODIFICATION.

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

21. BINDING EFFECT.

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

22. ASSIGNMENT.

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

23. INDEPENDENT CONTRACTOR.

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

24. NON-APPROPRIATION.

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

25. IRAN DIVESTMENT ACT CERTIFICATION.

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

26. ANTI-HUMAN TRAFFICKING.

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


27. ELECTRONIC SIGNATURE.

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


In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this _____ day of _____, 2021.

Contractor

Name: Lloyd Proutant

By: 
(Signature)

Title: Owner

Attest: 
(Secretary, if a corporation)

Town of Apex

Town Manager

Attest: _____
Town Clerk

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

Finance Director



2417 Waynick Street
High Point, NC 27265
336-688-9625
CreativeResurfacingNC@gmail.com

To: Jessica Sloan
Water Resources Program Coordinator
Town of Apex Water and Sewer Operations
105-A Upchurch Street
Apex, NC 27502
919-372-7478
Jessica.sloan@apexnc.org

January 20, 2021

From: Lloyd Prontaut
Proposal: #2067 Contract for Resurfacing Wastewater Infrastructure

Hourly Labor Rate	\$62.00 per hour
Materials	Cost + 15%
Truck & Trailer	\$80.00 per day
Spray Pump or Injection Pump	\$100.00 per day
5,000 PSI Pressure Washer	\$50.00 per day
Confined Space Equipment (Tripod/Blower/Gas Monitor/Generator)	\$60.00 per day
Rental for Air Compressor	Cost + 15%

(Payment Due Net 30 days)

Notes:

- Hourly Labor Rate includes drive time
- Price assumes water will be provided by others
- North Carolina General Contractor #83487
- NACE CIP Level 1 Certified #45522

Warranty: Three years on materials and workmanship

STATE OF NORTH CAROLINA

Contract Identification # _____

COUNTY OF WAKE

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT is entered into this the ____ day of _____, 2021, by and between, Dixie Electro Mechanical Services, Inc., a North Carolina corporation with its principal business offices located at 2115 Freedom Drive, Charlotte, NC 28208 (the "Contractor"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Contractor may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, Town, is engaged in the operation of water and sewer utilities including pipes, drains, facilities and associated equipment, which from time to time requires 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: Pump and generator repair and other related service for water and wastewater system components.

When service is requested by the Town, Contractor shall provide a cost estimate based on the attached rate sheet and a detailed Scope of Services that shall be governed by the terms of this Agreement. The Scope of Services shall reference this Agreement and this Agreement shall be incorporated into and made a part of the scope of services whether or not expressly incorporated by reference in the Scope of Services.

In the event of a conflict between the terms of a Scope of Services, quote, or estimate and this Agreement, this Agreement shall control.

2. SPECIFICATIONS.

Upon request by the Town, Contractor will provide plans and specifications prior to engaging in any services under this Agreement. Contractor hereby acknowledges that it is fully licensed to perform the work contemplated by this Agreement. In the event of a conflict between the provided plans and specifications and this Agreement, this Agreement shall control.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June 30, 2024 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: Dixie Electro Mechanical Services, Inc.
Attn: Randy Bragg
PO Box 668944
Charlotte, NC 28266-8944
rbragg@dixieemsi.com

TO TOWN: Town of Apex
Attention: Michael Deaton
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 modification or addendums to this Agreement must be in writing and executed with the same formality as this Agreement.

21. BINDING EFFECT.

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

22. ASSIGNMENT.

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

23. INDEPENDENT CONTRACTOR.

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

24. NON-APPROPRIATION.

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

25. IRAN DIVESTMENT ACT CERTIFICATION.

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

26. ANTI-HUMAN TRAFFICKING.

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

27. ELECTRONIC SIGNATURE.

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

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this _____ day of _____, 2021.

Contractor

Town of Apex

Name: Dixie Electro Mechanical Services Inc.

Town Manager

By: [Signature]

(Signature)

Title: President

Attest: [Signature]

Attest: _____

(Secretary, if a corporation)

Town Clerk

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

Finance Director

Revision date 4/6/2016



DIXIE-5

OP ID: D4

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/23/2021

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

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

PRODUCER
Robbins & Associates
Insurance Agency, Inc.
P O Box 1458
Monroe, NC 28111
Leonard E Robbins

704-226-1300

CONTACT NAME: Leonard E Robbins

PHONE (A/C, No, Ext): 704-226-1300

FAX (A/C, No): 704-226-1320

E-MAIL ADDRESS: gene@robbinsandassociates.com

INSURED
Dixie Electro Mechanical
Services, Inc.
Jimmy and Peggy Hunnicutt
P.O. Box 668944
Charlotte, NC 28208-8944

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: The Cincinnati Insurance

10677

INSURER B: Stonewood Insurance Group

11828

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	EPP 0375515	02/27/2021	02/27/2022	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>					
	OTHER:					
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	EBA 0375515	02/27/2021	02/27/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				
	EXCESS LIAB	CLAIMS-MADE	EPP 0375515	02/27/2021	02/27/2022	EACH OCCURRENCE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0					AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	WC100-0100068-2021A	02/27/2021	02/27/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> Crime/ERISA Bond		EPP 0375515	02/27/2021	02/27/2022	Limit \$ 325,000
						De \$ 1,000

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

Town of Apex is named as additional insured with regards to general liability and automobile liability as required by written contract.

CERTIFICATE HOLDER

TOWNAPE

Town of Apex
PO Box 250
Apex, NC 27502

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

2115 Freedom Dr.
Charlotte, NC 28208



**ELECTRO MECHANICAL
SERVICES INC.**
Your Problem Solving Partner

Phone (704) 332-1116
Watts (800) 876-6509
Fax (704) 333-9214



SERVICES PRICE SCHEDULE

SHOP SERVICES

Mechanic	\$90.00 / hour
Machinist	\$95.00 / hour
Emergency Opening Fee	\$200.00
Minimum Charge	\$100.00
Explosion Proof Recertification	\$400.00 Minimum Charge

ON-SITE FIELD SERVICE

All field service is from port to port

Electronic & Control Trouble Shooting	\$130.00 / hour
Electrical Trouble Shooting*	\$130.00 / hour
Electrical Contracting*	\$130.00 / hour
Vibration/Surge Testing	\$130.00 / hour
Preventive Maintenance Service	\$130.00 / hour
Mechanic Field Service	\$120.00 / hour
Laser Alignment-Shafts	\$130.00 / hour
Truck Charge	\$120.00 within city limits
	\$ 00.85 / mile / pickup truck
	\$ 00.95 / mile / flatbed truck

** All electrical services have a four-hour minimum plus truck charge*

REGULAR & OVERTIME HOURS

Monday through Friday	11:00 PM – 6:00 AM double time
6:00 AM – 8:00 AM time and a half	Saturday and Sunday
8:00 AM – 4:30 PM regular time	6:00 AM – 11:00 PM time and a half
4:30 PM – 11:00 PM time and a half	11:00 PM – 6:00 AM double time

** After hours rate is 1.5 times regular rate*

** Material markup percentage is 20%*

**As of March 9, 2021*

STATE OF NORTH CAROLINA

Contract Identification # _____

COUNTY OF WAKE

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT is entered into this the ____ day of _____, 2021, by and between, Dun-Right Services, Inc. a South Carolina Corporation with its principal business offices located at 1516 W. Palmetto Street, Florence, SC 29501-6023 (the “Contractor”), and the Town of Apex, a municipal corporation of the State of North Carolina, (the “Town”). Town and Contractor may collectively be referred to as “Parties” hereinafter.

WITNESSETH:

WHEREAS, Town, is engaged in the operation of water and sewer utilities including pipes, drains, facilities and associated equipment, which from time to time requires 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: lining, sealing, and grouting services for manhole and wet well rehabilitation.

When service is requested by the Town, Contractor shall provide a cost estimate based on the attached rate sheet and a detailed Scope of Services that shall be governed by the terms of this Agreement. The Scope of Services shall reference this Agreement and this Agreement shall be incorporated into and made a part of the scope of services whether or not expressly incorporated by reference in the Scope of Services.

In the event of a conflict between the terms of a Scope of Services, quote, or estimate and this Agreement, this Agreement shall control.

2. SPECIFICATIONS.

Upon request by the Town, Contractor will provide plans and specifications prior to engaging in any services under this Agreement. Contractor hereby acknowledges that it is fully licensed to perform the work contemplated by this Agreement. In the event of a conflict between the provided plans and specifications and this Agreement, this Agreement shall control.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June 30, 2024 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: Dun-Right Services, Inc.
Attn: Mickey Leviner
1516 West Palmetto St
Florence, SC 29501
dunright@dunrightservices.net

TO TOWN: Town of Apex
Attention: Michael Deaton
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.

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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.

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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.

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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.

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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.

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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.


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In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this ____ day of _____, 2021.

Contractor

Name: Dun-Right Services, Inc.

By: 
(Signature)

Title: General Manager

Attest: 
(Secretary, if a corporation)

Town of Apex

Town Manager

Attest: _____
Town Clerk

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

Finance Director

**BUDGETARY PROPOSAL**

PROPOSAL SUBMITTED TO Town of Apex	DATE January 7, 2021	Bid Date	Time 10:04:14 AM
STREET PO Box 250	JOB NAME Apex Manhole Rehabilitation - Budgetary		
CITY, STATE, AND ZIP CODE Apex, NC 27502	JOB LOCATION Apex, NC		
ATTENTION Jessica Sloan - jessica.sloan@apexnc.org	FAX NUMBER	TELEPHONE NUMBER 919-249-3400	

To provide all labor, materials, equipment and supervision necessary to prepare, rehabilitate, and top coat the interior of the existing concrete structures as scheduled below:

- High pressure wash (5000 psi @ 5 gpm) clean/degrease, removing all dirt, residues and contaminants.
- Patch/Repair all minor voids, as necessary, with Quadex Hyperform rapid setting, high early strength patching material and/or Strong Seal QSR, a rapid setting calcium aluminate fiberglass reinforced corrosion resistant repair mortar.
- Cementitious coat/line existing substrate with Strong Seal MS2C, calcium aluminate mix with alkaline-resistant, fiberglass reinforced mortar, and/or Strong Seal High Performance Mix, 100% fused calcium aluminate with alkaline-resistant fiberglass reinforcement mortar.
- Rehabilitate existing substrate with Raven 755, reinforced, spray applied high early strength underlayment/repair material. (For use as underlayment with epoxy top coat.)
- Top Coat with Raven 405 Ultra high build epoxy as indicated below.
- The monolithic epoxy coating of entire structure will be inspected with high voltage holiday detection equipment.

STRONG SEAL HIGH PERFORMANCE MIX CEMENTITIOUS MORTAR ON WALLS OF EXISTING MANHOLES - ANY ACCESSIBLE LOCATION:

•4' DIA. AT 1" THICK CEMENTITIOUS MORTAR LINING -	\$301.34/VF
•4' DIA. AT 1.5" THICK CEMENTITIOUS MORTAR LINING -	\$362.34/VF
•4' DIA. AT 2" THICK CEMENTITIOUS MORTAR LINING -	\$435.54/VF
•5' DIA. AT 1" THICK CEMENTITIOUS MORTAR LINING -	\$424.56/VF
•5' DIA. AT 1.5" THICK CEMENTITIOUS MORTAR LINING -	\$509.96/VF
•5' DIA. AT 2" THICK CEMENTITIOUS MORTAR LINING -	\$612.44/VF
•6'DIA. AT 1" THICK CEMENTITIOUS MORTAR LINING -	\$507.52/VF
•6' DIA. AT 1.5" THICK CEMENTITIOUS MORTAR LINING -	\$612.44/VF
•6' DIA. AT 2" THICK CEMENTITIOUS MORTAR LINING -	\$736.88/VF

STRONG SEAL MS-2C CEMENTITIOUS MORTAR ON WALLS OF EXISTING MANHOLES - ANY ACCESSIBLE LOCATION:

•4' DIA. AT 1" THICK CEMENTITIOUS MORTAR LINING -	\$257.42/VF
•4' DIA. AT 1.5" THICK CEMENTITIOUS MORTAR LINING -	\$305.00/VF
•4' DIA. AT 2" THICK CEMENTITIOUS MORTAR LINING -	\$364.78/VF
•5' DIA. AT 1" THICK CEMENTITIOUS MORTAR LINING -	\$362.34/VF
•5' DIA. AT 1.5" THICK CEMENTITIOUS MORTAR LINING -	\$429.44/VF
•5' DIA. AT 2" THICK CEMENTITIOUS MORTAR LINING -	\$513.62/VF
•6'DIA. AT 1" THICK CEMENTITIOUS MORTAR LINING -	\$434.32/VF
•6' DIA. AT 1.5" THICK CEMENTITIOUS MORTAR LINING -	\$513.62/VF
•6' DIA. AT 2" THICK CEMENTITIOUS MORTAR LINING -	\$616.10/VF

**BUDGETARY PROPOSAL**

PROPOSAL SUBMITTED TO Town of Apex	DATE January 7, 2021	Bid Date	Time 10:04:14 AM
STREET PO Box 250	JOB NAME Apex Manhole Rehabilitation - Budgetary		
CITY, STATE, AND ZIP CODE Apex, NC 27502	JOB LOCATION Apex, NC		
ATTENTION Jessica Sloan - jessica.sloan@apexnc.org	FAX NUMBER -	TELEPHONE NUMBER 919-249-3400	

**APPLY CEMENTITIOUS BUILDBACK MATERIAL & 100 MILS EPOXY TOP COAT ON EXISTING
MANHOLES WALLS AND BENCH - ANY ACCESSIBLE LOCATION:**

•4' DIA. AT 0.5" THICK CEMENTITIOUS MORTAR BASE COAT AND 100 MILS EPOXY TOP COAT -	\$33.35/SF
•4' DIA. AT 1" THICK CEMENTITIOUS MORTAR BASE COAT AND 100 MILS EPOXY TOP COAT -	\$39.54/SF
•4' DIA. AT 2" THICK CEMENTITIOUS MORTAR BASE COAT AND 100 MILS EPOXY TOP COAT -	\$54.24/SF
•5' DIA. AT 0.5" THICK CEMENTITIOUS MORTAR BASE COAT AND 100 MILS EPOXY TOP COAT -	\$33.35/SF
•5' DIA. AT 1" THICK CEMENTITIOUS MORTAR BASE COAT AND 100 MILS EPOXY TOP COAT -	\$39.54/SF
•5' DIA. AT 2" THICK CEMENTITIOUS MORTAR BASE COAT AND 100 MILS EPOXY TOP COAT -	\$54.24/SF
•6' DIA. AT 0.5" THICK CEMENTITIOUS MORTAR BASE COAT AND 100 MILS EPOXY TOP COAT - .	\$33.35/SF
•6' DIA. AT 1" THICK CEMENTITIOUS MORTAR BASE COAT AND 100 MILS EPOXY TOP COAT -	\$39.54/SF
•6' DIA. AT 2" THICK CEMENTITIOUS MORTAR BASE COAT AND 100 MILS EPOXY TOP COAT -	\$54.24/SF

REBUILDING EXISTING MANHOLE BENCHES AND INVERT CHANNELS - ANY ACCESIBLE LOCATION:

4' DIA. -	\$560/EACH
5' DIA. -	\$702/EACH
6' DIA. -	\$835/EACH

EXISTING 4' DIA. MANHOLE - NEW CHIMNEY SEAL INSTALLATION..... \$775/EACH

TRAFFIC CONTROL (REQUIRED FOR MANHOLES LOCATED IN OR NEAR STREET):

1 MAN -	\$42/HOUR
2 MEN -	\$85/HOUR

*PRICING FOR REPAIR OF INDIVIDUAL AND PRECAST JOINT LEAKS AT ANY
ACCESSIBLE LOCATION (INCLUDING COST OF TIME, TRUCK, TRAILER, AND EQUIPMENT)
TO BE DETERMINED ON A CASE BY CASE SITUATION. WILL BE DONE ON A TIME
AND MATERIALS BASIS.

DUN-RIGHT SERVICES, Inc.

Coatings & Infrastructure Rehab



1516 W Palmetto St
FLORENCE, SOUTH CAROLINA 29501
(843) 317-1144 FAX (843) 317-1184

BUDGETARY PROPOSAL

PROPOSAL SUBMITTED TO Town of Apex	DATE January 7, 2021	Bid Date	Time 10:04:14 AM
STREET PO Box 250	JOB NAME Apex Manhole Rehabilitation - Budgetary		
CITY, STATE, AND ZIP CODE Apex, NC 27502	JOB LOCATION Apex, NC		
ATTENTION Jessica Sloan - jessica.sloan@apexnc.org	FAX NUMBER -	TELEPHONE NUMBER 919-249-3400	

Notes:

- All work will be done in accordance with manufacturers' recommendations and current industry standards.
- Non-typical repairs/coatings will be negotiated on site.
- Unforeseen major leaks that require chemical grouting injections in addition to our standard patch/repair are not included in pricing unless otherwise specified. Extent of major leaks cannot be determined until surface prep. Dun-Right Services, Inc. will perform chemical grouting repairs on a time and materials rate.
- Removal of existing water/debris by others in combination with Dun-Right's mobilization (if required).
- Proposal based on all new concrete being cured prior to Dun-Right's mobilization (new concrete minimum 28 days).
- PROPOSAL BASED ON ANY REQUIRED SEAM AND FILLER GROUTING BEING COMPLETED PRIOR TO DUN-RIGHT'S MOBILIZATION.
- BYPASS OR SHUT-OFF BY OTHERS (IF REQUIRED).
- DEBRIS DISPOSAL BY OTHERS (IF REQUIRED).
- ACCESS TO WITHIN 50' OF EACH STRUCTURE/HOLE BY OTHERS.
- WATER SUPPLIED BY OTHERS.
- Performance and payment bonding expenses by others (if required).
- Should verified dimensions differ from those provided on quotation above, additional invoicing shall be based on the same "per square foot" unit price as the above quote.
- Traffic Control, other than cones and non-directional signs, by others (if required).
- Unless otherwise noted on this proposal, only the concrete surfaces of proposed structures are quoted.

PAGE 3 OF 3

Mickey Leviner - sales - 843-616-4557

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: As Per Above dollars (\$ ____).

Net 30 days (unless specified otherwise). A surcharge of 1.5% of the unpaid monthly balance will be added on late payments. The quotation is contingent upon our inspection of applicable drawings and/or site visit, and inspection of specifications, special conditions, and owner/contractor documents.

All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Gregg Davis, Estimator

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

- Page 246 -

Date of Acceptance

STATE OF NORTH CAROLINA

Contract Identification # _____

COUNTY OF WAKE

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT is entered into this the _____ day of _____, 2021, by and between, Jack Moore & Associates, Inc., a North Carolina, corporation with its principal business offices located at 4044 Timberland Drive, Lancaster, SC 29720 (the “Contractor”), and the Town of Apex, a municipal corporation of the State of North Carolina, (the “Town”). Town and Contractor may collectively be referred to as “Parties” hereinafter.

WITNESSETH:

WHEREAS, Town, is engaged in the operation of water and sewer utilities including pipes, drains, facilities and associated equipment, which from time to time requires 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: Preventative maintenance and repair for water appurtenances.

When service is requested by the Town, Contractor shall provide a cost estimate based on the attached rate sheet and a detailed Scope of Services that shall be governed by the terms of this Agreement. The Scope of Services shall reference this Agreement and this Agreement shall be incorporated into and made a part of the scope of services whether or not expressly incorporated by reference in the Scope of Services.

In the event of a conflict between the terms of a Scope of Services, quote, or estimate and this Agreement, this Agreement shall control.

2. SPECIFICATIONS.

Upon request by the Town, Contractor will provide plans and specifications prior to engaging in any services under this Agreement. Contractor hereby acknowledges that it is fully licensed to perform the work contemplated by this Agreement. In the event of a conflict between the provided plans and specifications and this Agreement, this Agreement shall control.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June 30, 2024 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: Jack Moore & Associates, Inc.
Attn: Eric Moore
4044 Timberland Drive
Lancaster, SC 29720
Mooreandassoc@hotmail.com

TO TOWN: Town of Apex
Attention: Michael Deaton
PO Box 250
Apex, NC 27502

14. DELAY BEYOND THE CONTROL OF THE PARTIES.

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

15. NONWAIVER FOR BREACH.

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

16. CONSTRUCTION.

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

17. NO REPRESENTATIONS.

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

18. SEVERABILITY.

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

19. COUNTERPARTS.

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

20. MODIFICATION.

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

21. BINDING EFFECT.

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

22. ASSIGNMENT.

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

23. INDEPENDENT CONTRACTOR.

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

24. NON-APPROPRIATION.

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

25. IRAN DIVESTMENT ACT CERTIFICATION.

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

26. ANTI-HUMAN TRAFFICKING.

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


27. ELECTRONIC SIGNATURE.

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


In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this ____ day of _____, 2021.

Contractor

Name: JACK MOORE & ASSOCIATES, INC.

By: 
(Signature)

Title: PRESIDENT

Attest: 
(Secretary, if a corporation)

Town of Apex

Town Manager

Attest: _____
Town Clerk

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

Finance Director

1-7-21

Jack Moore & Associates, Inc.
4044 Timberland Dr.
Lancaster, SC 29720

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

Re: December 22 2022 Master Services Agreement Renewal Letter

To: Jessica Sloan

Jack Moore & Associates, Inc performs annual preventive maintenance and overhaul services for the Altitude Valves for the Town of Apex.

Annual invoices are approximately \$2,000.00 for preventive maintenance and when an overhaul is necessary, a labor invoice can be approximately \$3,000.00

Parts for the Altitude Valves are quoted directly from the Factory and paid directly to Ross Valve Mfg. Co., Inc.

Field Service Labor is invoiced from Jack Moore & Associates, Inc to the Town of Apex.

Regards,

Eric Moore
Jack Moore & Associates, Inc.

STATE OF NORTH CAROLINA

Contract Identification # _____

COUNTY OF WAKE

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT is entered into this the ____ day of _____, 2021, by and between, KB Power Systems, LLC. a North Carolina Corporation with its principal business offices located at 738 Old Buies Creek Rd, Lillington, NC 27546 (the “Contractor”), and the Town of Apex, a municipal corporation of the State of North Carolina, (the “Town”). Town and Contractor may collectively be referred to as “Parties” hereinafter.

WITNESSETH:

WHEREAS, Town, is engaged in the operation of water and sewer utilities including pipes, drains, facilities and associated equipment, which from time to time requires 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: electrical service and repair and generator service, repair, and load bank testing.

When service is requested by the Town, Contractor shall provide a cost estimate based on the attached rate sheet and a detailed Scope of Services that shall be governed by the terms of this Agreement. The Scope of Services shall reference this Agreement and this Agreement shall be incorporated into and made a part of the scope of services whether or not expressly incorporated by reference in the Scope of Services.

In the event of a conflict between the terms of a Scope of Services, quote, or estimate and this Agreement, this Agreement shall control.

2. SPECIFICATIONS.

Upon request by the Town, Contractor will provide plans and specifications prior to engaging in any services under this Agreement. Contractor hereby acknowledges that it is fully licensed to perform the work contemplated by this Agreement. In the event of a conflict between the provided plans and specifications and this Agreement, this Agreement shall control.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June 30, 2024 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: KB Power Systems, Inc.
Attn: Jessica Register
738 Old Buies Creek Rd
Lillington, NC 27546
admin@kbpowersystemsnc.com

TO TOWN: Town of Apex
Attention: Michael Deaton
PO Box 250
Apex, NC 27502

14. DELAY BEYOND THE CONTROL OF THE PARTIES.

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

15. NONWAIVER FOR BREACH.

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

16. CONSTRUCTION.

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

17. NO REPRESENTATIONS.

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

18. SEVERABILITY.

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

19. COUNTERPARTS.

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

20. MODIFICATION.

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

21. BINDING EFFECT.

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

22. ASSIGNMENT.

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

23. INDEPENDENT CONTRACTOR.

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

24. NON-APPROPRIATION.

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

25. IRAN DIVESTMENT ACT CERTIFICATION.

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

is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Contractor will not utilize any subcontractors found on the Final Divestment List.

26. ANTI-HUMAN TRAFFICKING.

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

27. ELECTRONIC SIGNATURE.

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

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this _____ day of _____, 2021.

Contractor

Name: Dwayne Register

By: [Signature]
(Signature)

Title: President

Attest:

(Secretary, if a corporation)

Town of Apex

Town Manager

Attest:

Town Clerk

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

Finance Director



KB Power Systems, LLC
738 Old Buies Creek Rd.
Lillington, NC 27546
admin@kbpowersystemsnc.com

2021 Service Rates

***Repair Services on Generators and Transfer Switches**

Normal Business Hours - Contract Customers	\$90.00/Hour
Emergency/Non Contract Customers*	\$100.00/Hour
Holiday or Weekend	\$125.00/Hour
After Hours 5:00 pm - 7:30 am	\$125.00/Hour
Mileage	\$1.75 per mile
Drive Time	\$70.00/Hour

Normal Business Hours: Schedule work Monday-Friday 7:30am - 5:00 pm
Emergency: Non Scheduled work Monday-Friday 7:30 am - 5:00 pm
Holiday or Weekend: Scheduled or non-schedule work on Holidays or Weekends
Travel Time: For travel time the charge is \$1.75 per mile

***Emergency activation charge for any emergency call - \$100.00**

STATE OF NORTH CAROLINA

Contract Identification # _____

COUNTY OF WAKE

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT is entered into this the ____ day of _____, 2021, by and between, L.G. Jordan Oil Co., Inc. a North Carolina Corporation with its principal business offices located at 314 N Hughes Street, Apex, NC 27502 (the "Contractor"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Contractor may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, Town, is engaged in the operation of water and sewer utilities, which from time to time requires maintenance, repair, installation, removal, testing, and inspection; 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: delivery of fuel, inspection, installation and repair service to fuel tanks at various locations in the Town.

When service is requested by the Town, Contractor shall provide a cost estimate 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, 2024 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: L.G. Jordan Oil Co., Inc.
Attn: Amy Jordan Dean
Po Box 220
Apex, NC 27502
customerservice@lgjordanoil.com

TO TOWN: Town of Apex
 Attention: Michael Deaton
 PO Box 250
 Apex, NC 27502
 Michael.deaton@apexnc.org

14. DELAY BEYOND THE CONTROL OF THE PARTIES.

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

15. NONWAIVER FOR BREACH.

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

16. CONSTRUCTION.

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

17. NO REPRESENTATIONS.

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

18. SEVERABILITY.

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

19. COUNTERPARTS.

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

20. MODIFICATION.

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

21. BINDING EFFECT.

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

22. ASSIGNMENT.

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

23. INDEPENDENT CONTRACTOR.

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

24. NON-APPROPRIATION.

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

25. IRAN DIVESTMENT ACT CERTIFICATION.

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

is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Contractor will not utilize any subcontractors found on the Final Divestment List.

26. ANTI-HUMAN TRAFFICKING.

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

27. ELECTRONIC SIGNATURE.

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

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this ____ day of _____, 2021.

Contractor

Name: Amy Dean / L.A. Jordan, LLC

By: (Signature)

Title: President

Attest: (Signature)
(Secretary, if a corporation)

Town of Apex

Town Manager

Attest:

Town Clerk

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

Finance Director

STATE OF NORTH CAROLINA

Contract Identification # _____

COUNTY OF WAKE

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT is entered into this the ____ day of _____, 2021, by and between, Pace Analytical® Services, LLC, a Limited Liability Company registered to conduct business in North Carolina, with its principal business offices located at 1800 Elm Street SE, Minneapolis, MN 55414-2500 (the "Contractor"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Contractor may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, Town, is engaged in the operation of water and sewer utilities, including pipes, drains, facilities, and associated equipment, which from time to time require 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: chemical testing for collected water samples.

When service is requested by the Town, Contractor shall provide a cost estimate based on the attached rate sheet and a detailed Scope of Services that shall be governed by the terms of this Agreement. The Scope of Services shall reference this Agreement and this Agreement shall be incorporated into and made a part of the scope of services whether or not expressly incorporated by reference in the Scope of Services.

In the event of a conflict between the terms of a Scope of Services, quote, or estimate and this Agreement, this Agreement shall control.

2. SPECIFICATIONS.

Upon request by the Town, Contractor will provide plans and specifications prior to engaging in any services under this Agreement. Contractor hereby acknowledges that it is fully licensed to perform the work contemplated by this Agreement. In the event of a conflict between the provided plans and specifications and this Agreement, this Agreement shall control.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June 30, 2024 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, and provide a certificate of such insurance naming the Town of Apex as an *additional insured* by endorsement to the policy. 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 applicable professional liability coverage 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: Pace Analytical® Services, LLC
Attn: Felicia Grogan
9800 Kincey Avenue, Suite 100
Huntersville, NC 28078
felicia.grogan@pacelabs.com

TO TOWN: Town of Apex
Attention: Michael Deaton
PO Box 250
Apex, NC 27502

14. DELAY BEYOND THE CONTROL OF THE PARTIES.

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

15. NONWAIVER FOR BREACH.

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

16. CONSTRUCTION.

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

17. NO REPRESENTATIONS.

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

18. SEVERABILITY.

In the event for any reason that any provision or portion of this Agreement shall be found to be void or invalid, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Agreement, and it shall not affect the validity of the

remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

19. COUNTERPARTS.

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

20. MODIFICATION.

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

21. BINDING EFFECT.

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

22. ASSIGNMENT.

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

23. INDEPENDENT CONTRACTOR.

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

24. NON-APPROPRIATION.

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

25. IRAN DIVESTMENT ACT CERTIFICATION.

N.C.G.S. 147-86.60 prohibits the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina from contracting with any entity that is listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. N.C.G.S. 147-86.59 further requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North

Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. As of the date of execution of this Agreement the Contractor hereby certifies that the Contractor is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Contractor will not utilize any subcontractors found on the Final Divestment List.

26. ANTI-HUMAN TRAFFICKING.

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

27. ELECTRONIC SIGNATURE.

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

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this ____ day of _____, 2021.

Contractor

Town of Apex

Name: Felicia Grogan

Town Manager

By: Felicia Grogan
(Signature)

Title: General Manager

Attest:
Burton Gaud
(Secretary, if a corporation)

Attest:

Town Clerk

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

Finance Director

Revision date 4/6/2016



Pace Analytical Services, LLC
 9800 Kinsey Ave., Suite 100
 Huntersville, NC 28078
 Phone: 704-875-9092
 Fax: 704-875-9091

Contact Information

Contact Name	Jessica Sloan	Prepared By	Kelly Wallace
Account Name	Town of Apex	Phone	(919) 618-1498
Phone	(919) 372-7478	Email	kelly.wallace@pacelabs.com
Email	jessica.sloan@apexnc.org	Pace Project Manager	Sarah Graham

Project Information

Quote Name	00093244 - Apex_2021 DW Pricing_041921	Created Date	4/19/2021
Quote Number	00093244	Expiration Date	4/19/2022
Project Start Date	4/19/2021	MINIMUM	Waived
Project Location	NC	LABORATORY FEE	
Turn Around Time	10 working days, standard	Report Level	Level 2
	For Expedited return on results, use these rush multipliers:	Certification	NC
	1 day: 200%	Requirements	
	2 day: 150%	Trip Blank	<input type="checkbox"/>
	3 day: 100%	Required?	
	4 day: 75%		
	5 day: 50%		

Special Instructions Please notify your Account Executive or Project Manager if specific reporting limits/compound lists are required as this can affect the pricing.

Shipping and handling fees may apply to orders not exceeding \$250.

Pace will cover shipping costs of containers by Fed Ex Ground. Priority Overnight shipments are \$45 per cooler and Standard Overnight shipments are \$35. Weekend rates will be higher.

Additional shipping charges may apply to samples subbed outside of Pace.

Address Information

Quote To Name	Jessica Sloan	Ship To Name	Town of Apex
Bill To Name	Town of Apex	Ship To	105-A Upchurch Street
Bill To	PO Box250		Apex, NC 27502
	Apex, NC 27502		

Quote Details

Quantity	Method	Product	Line Item Description	Sales Price	Sub Total	Total Price
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Pace Analytical Services, LLC
 9800 Kinney Ave., Suite 100
 Huntersville, NC 28078
 Phone: 704-875-9092
 Fax: 704-875-9091

1.00		Environmental Impact Fee (Per Invoice)		\$12.00	\$12.00	\$12.00
1.00	EPA 552.3	Haloacetic Acids (HAA5) (Disinfection Byproducts)		\$140.00	\$140.00	\$140.00
1.00	EPA 200.8	Lead & Copper (only)	Includes \$5 metals digestion fee	\$35.00	\$35.00	\$35.00
1.00	EPA 1631E	Mercury (Hg), Low Level (Water)	\$85 for sample + \$85 for blank	\$85.00	\$85.00	\$85.00
1.00	EPA 6010C/7470	Target Analyte List (TAL) Metals (23)		\$400.00	\$400.00	\$400.00
1.00	EPA 524.2	Trihalomethanes (THMs)		\$45.00	\$45.00	\$45.00

Grand-Total \$717.00

Additional Pricing Considerations:

If you have specific questions about any conditions noted below, please contact your Pace Analytical Representative.

- Unless accepted, signed and returned, or unless noted above, proposal expires 60 days from Created Date above.
- Quoted prices include standard Pace Analytical QA/QC, reporting limits, compound lists and standard report format unless noted otherwise.
- If project specific MS/MSD samples are submitted, they may be billable.
- Volatile soils need to be frozen within 48 hours of collection. To facilitate this, they should be submitted to the lab within 40 hours of collection.
- TAT (Turn Around Time) is in working days unless otherwise specified above.
- To ensure requested TAT is available, please coordinate with your Pace Analytical representative at time of sample submittal.
- Any deviation from the above quoted scope of work, including sample arrival date and volume, may result in adjustment of prices.
- Please include Quote Number on Chain-of-custody to ensure proper billing.
- Pricing includes standard delivery of bottle/sample kits and coolers.
- Charges will apply for non-standard shipping and for projects where shipping exceeds 10% of the total analytical costs of the shipment.
- PACE RESERVES THE RIGHT TO SURCHARGE ON CREDIT CARD PAYMENTS BASED ON CARD TYPE AND ZIP CODE.

Pace Analytical Terms and Conditions

These Standard Terms (Terms) govern all services that Pace Analytical _____ ("Lab") will perform on behalf of _____ ("Client"), and supersede any other written provisions (including purchase/work orders) related to the services, as well as all prior discussions, courses of dealing, and/or performance, unless a separate, executed agreement for the same or similar services already exists between the Lab and Client (collectively "the Parties"), or the Parties subsequently agree to terminate or amend these Terms, as allowed in Sections 8 and 10, respectively.

1. Definitions:

Holding Time: The maximum amount of time a sample may be stored before being analyzed.

Sample Delivery Acceptance (SDA): The date and time when Lab officially receives a sample or Sample Delivery Group, as evidenced by either a notation on the Chain of Custody or an entry in the Lab's information management system (LIMS).

Sample Delivery Group (SDG): A set of samples normally shipped and reported to the Lab as a group.

Turnaround Time (TAT): The maximum allowable period within which Lab must report out its analytical testing results to Client, calculated from the date of SDA.

2. Client's Obligations:

a. Client must complete one (1) of the following steps to initiate Lab's services:

- submit a completed (hard-copy) purchase order
- place a telephone order
- email a request
- attach a completed purchase order to an email
- approve Lab's quotation, or
- place an order for Lab's supplies via Lab's website.

b. Subject to occasional, mutually agreed-upon exceptions, Client must, for each sample delivered to Lab, provide all of the following information:



- i. a minimum of five (5) days' prior notice
- ii. the name of the responsible project manager
- iii. the name of the person submitting the sample
- iv. the specific collection site
- v. the date and time of collection
- vi. the specific testing being requested, and
- vii. sufficient details about reporting requirement(s).

c. Client shall also:

- i. remain liable for any loss or damage to sample(s) until SDA
- ii. pay all invoices in full on a net 30 basis or as otherwise agreed in writing
- iii. notify Lab about any disputed charges or results within 30 days of receiving applicable invoice
- iv. reimburse Lab for any costs, including attorneys' fees, required to collect delinquent payments
- v. demonstrate its (or, if applicable, the Prime Client's) credit worthiness by accessing the following link: <https://www.pacelabs.com/my-account.html> and clicking on "Client Profile Information." (Note: Client must pre-pay for services pending completion of this process and LAB's approval of a credit line.)
- vi. pay for any services it orders on any sample(s) already analyzed by Lab.
- vii. obtain Lab's prior written consent before assigning billing or payment of Lab services to any credit-worthy third party, (failure to do so shall mean Client remains responsible for the payment of any outstanding balance)
- viii. refrain from using any of Lab's supplies (e.g., sample containers) in connection with any non-Lab services
- ix. ensure that any sample(s) containing any known hazardous substance is (are) labeled, packaged, manifested, transported, and delivered to Lab in accordance with all applicable regulations
- x. obtain Lab's prior written consent before publishing Lab's name and/or any data
- xi. reimburse Lab for any out-of-scope services and related expenses (e.g., defending its analytical results or responding to a subpoena for documents and/or expert testimony)
- xii. excuse Lab for any failure or delay in its performance caused by Client, a person for whom Client is responsible, or other "Force Majeure" event or circumstance beyond Lab's control, such as government shutdowns, natural disasters, labor strikes, or acts of God; and
- xiii. accept responsibility for any claims, damages, losses, expenses, etc. (including reasonable attorneys' fees) to the extent they were caused by Client's: breach of these Terms; negligence or willful misconduct (which expressly includes Client's use of Lab's name and/or data for anything other than the specific purpose for which it was intended); or violation of applicable laws.

3. Lab's Obligations:

Lab shall:

- a. Perform its services in accordance with generally accepted analytical and environmental laboratory practices and professionally recognized standards.
- b. Promptly notify Client of any:
 - i. missing sample(s) and/or sample(s) received in damaged, contaminated, improperly preserved condition, or
 - ii. subpoena or similar legal/administrative order requiring action by Lab so that Client might also take appropriate action.
- c. Assume responsibility for the quality of its services.
- d. Prepare and maintain accurate records.
- e. Obtain or maintain any permit(s), license(s), or certification(s) as necessary for the performance of its services.
- f. Charge its fees on a net 30 basis (unless otherwise agreed), including a one and a half percent (1.5 %) per month late charge on any unpaid balances.
- g. Invoice Client for each sample or SDG as reported.
- h. Assume risk of loss or damage to any Client sample(s) upon SDA.
- i. Initiate analysis within established holding times – so long as SDA occurred within 48 hours of collection or the first half of the maximum allowed holding time.
- j. Indemnify Client for any claims, damages, losses, expenses, etc. (including reasonable attorneys' fees) to the extent they were caused by Lab's: breach of these Terms; negligence or willful misconduct; or the negligence and willful misconduct of persons for whom Lab is legally responsible.
- k. Warrant the results, with the express understanding that this warranty is exclusive and does not extend to any merchantability or fitness for a particular purpose.

4. Lab's Discretionary Actions:

Lab may:

- a. Cease all services, including any release of data, if Client does not pay as agreed
- b. Reject or rescind any SDA if Lab decides sample poses a risk
- c. Charge or bill Client directly for:
 - i. reasonable attorneys' fees
 - ii. any supplies (including containers) that are not used or returned
 - iii. outbound/return shipping
 - iv. disposal of any air samples that have not been reclaimed within seven (7) days of Lab's SDA thereof



Pace Analytical Services, LLC
9800 Kincey Ave., Suite 100
Huntersville, NC 28078
Phone: 704-875-9092
Fax: 704-875-9091

- v. disposal of any other samples that have not been reclaimed within 30 days of Lab's SDA thereof, or as otherwise required
- vi. a minimum fee for invoicing and/or handling samples, and
- vii. any sample that underwent SDA, but was subsequently, at Client's direction, not analyzed.
- d. Return unused portions of samples found or suspected to be hazardous to Client, at Client's cost.
- e. Retain Client's unreleased data and/or cancel Client's web portal access pending payment in full

5. Confidentiality: The Parties agree that they will take all reasonable precautions to prevent the unauthorized disclosure of any proprietary or confidential information of each other and that they will not disclose such information except to those employees, subcontractors, or agents who have expressly agreed to maintain confidentiality.

6. Governing Law: These Terms shall be construed and interpreted pursuant to the laws of the State of Minnesota without giving effect to the principles of conflicts of law thereof.

7. Term: The Parties shall perform the services identified in the applicable purchase order or other agreement until completed or terminated in accordance with Section 8. below

8. Termination:

- a. Either party may terminate these Terms upon 30 days' prior written notice.
- b. Lab may immediately terminate for any breach by Client, including its failure to pay within 60 days of Lab's dated invoice.

9. Limitation of Liability:

- a. If a court of competent jurisdiction finds that Lab failed to meet applicable standards and if Client suffers damages as a result, Lab's aggregate liability for its negligence or unintentional breach of contract shall not exceed the total fee paid for its services.
- b. This limitation shall not apply to any Client losses arising from Lab's negligence or willful misconduct, so long as Client:
 - i. Notifies Lab of any issue within thirty (30) days of receiving applicable invoice, and
 - ii. Allows Lab to defend its data, even to a regulatory agency that may have previously rejected same.
- c. Notwithstanding the foregoing, neither Lab nor Client shall be liable to the other for special, incidental, consequential, or punitive damages.

10. Amendment/Change Order: Any attempt to modify, vary, supplement, or clarify any provision of these Terms is of no effect unless reduced to writing and signed by both Parties.

11. Storage of Data: Following final report issuance, Lab will retain back-up data for up to three (3) years and final reports for up to ten (10) years depending upon the applicable requirements.

12. Intellectual Property: Lab shall retain sole ownership of any new method, procedure, or equipment it develops or discovers while performing services for Client pursuant to these Terms. Lab may, however, grant a license to the Client for its use of same.

13. Non-competition: Client shall not solicit or recruit any Lab personnel for at least 12 months following the termination of the services governed by these Terms.

14. Non-assignment: Neither party may assign or transfer any right or obligation existing under these Terms without prior written notice to the other party, except that Lab may freely transfer the services to another Lab location or, with Client's permission, subcontract the services to a third-party.

15. Insurance: Lab carries insurance with the limits of coverage as indicated below and will, upon Client's request, submit certificates of insurance showing same.

- a. General Liability - \$1,000,000 each occurrence; \$2,000,000 general aggregate;
- b. Personal and Advertising Injury - \$1,000,000;
- c. Automobile Liability - \$1,000,000 combined single limit;
- d. Excess Liability Umbrella - \$5,000,000 aggregate; \$5,000,000 each occurrence;
- e. Worker's Compensation Insurance - statutory limits; and
- f. Professional Liability \$5,000,000 aggregate, \$5,000,000 per claim.



Pace Analytical Services, LLC

9800 Kinney Ave., Suite 100

Huntersville, NC 28078

Phone: 704-875-9092

Fax: 704-875-9091

16. Miscellaneous Provisions:

- a. In the absence of an executed agreement between the Parties, the SDA will constitute acceptance of these Terms by Client.
- b. The Parties may use and rely upon electronic signatures and documents for the execution and delivery of these Terms and any amendments, notices, records, disclosures, or other documents of any type sent or received in accordance with these Terms.
- c. The Parties are at all times acting and performing as independent contractors; neither one shall ever be considered an agent, servant, employee, or partner of the other.
- d. These Terms shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns.
- e. Lab's compliance with a subpoena or other order shall not violate any requirement for confidentiality between the Parties.
- f. If any Term herein is invalidated or deemed unenforceable, it shall not affect the validity or enforceability of the other Terms.

IN WITNESS WHEREOF, Client and Lab have executed this Agreement through their duly authorized representatives as of the last date below:

[Client] _____

By: _____

Name: _____

Title: _____

Date: _____

Pace Analytical

By: _____

Name: _____

Title: _____

Date: _____

STATE OF NORTH CAROLINA

Contract Identification # _____

COUNTY OF WAKE

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT is entered into this the ____ day of _____, 2021, by and between, Pete Duty & Associates, Inc., a North Carolina Corporation with its principal business offices located at 2219 Leah Drive, Hillsborough, NC 27278 (the “Contractor”), and the Town of Apex, a municipal corporation of the State of North Carolina, (the “Town”). Town and Contractor may collectively be referred to as “Parties” hereinafter.

WITNESSETH:

WHEREAS, Town, is engaged in the operation of water and sewer utilities, including pipes, drains, facilities and associated equipment, which from time to time requires the maintenance, repair, installation, removal, testing, and inspection as well as other projects related to wastewater treatment and soil and erosion control; and

WHEREAS, the professional services of outside firms or consultants and/or others will from time to time in the future be needed by the Town for the services as described above; and

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

WHEREAS, the Parties contemplate that the services of the Contractor will be performed in various stages in accordance with separate authorizations to be issued by the Town, and the Parties desire to set forth the basic terms of their agreement in this Master Services Agreement rather than in the separate authorizations issued by the Town; and

WHEREAS, the Parties acknowledge and agree that this Agreement shall act as a base agreement under which the Parties can enter into multiple specific transactions by executing a Purchase Order and written confirmation to proceed pursuant to a Scope of Services and/or rate sheet; and

WHEREAS, the Parties agree that this Agreement is non-exclusive and does not require or commit the Contractor to being available to perform services until a Scope of Services is submitted, and does not preclude the Town from hiring other vendors or contractors to perform the same or similar work.

NOW THEREFORE, in consideration of the foregoing recitals, and the premises and mutual covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereto do contract and agree as follows:

1. SCOPE OF SERVICES.

The Contractor agrees to perform for the Town the following general services when requested by the Town: pump repair and other related services for water and wastewater system components.

When service is requested by the Town, Contractor shall provide a cost estimate based on the attached rate sheet and a detailed Scope of Services that shall be governed by the terms of this Agreement. The Scope of Services shall reference this Agreement and this Agreement shall be incorporated into and made a part of the scope of services whether or not expressly incorporated by reference in the Scope of Services.

In the event of a conflict between the terms of a Scope of Services, quote, or estimate and this Agreement, this Agreement shall control.

2. SPECIFICATIONS.

Upon request by the Town, Contractor will provide plans and specifications prior to engaging in any services under this Agreement. Contractor hereby acknowledges that it is fully licensed to perform the work contemplated by this Agreement. In the event of a conflict between the provided plans and specifications and this Agreement, this Agreement shall control.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June 30, 2024 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: Pete Duty & Associates, Inc.
Attn: David Duty
2219 Leah Drive
Hillsborough, NC 27278
dduty@peteduty.com

TO TOWN: Town of Apex
Attention: Michael Deaton
PO Box 250
Apex, NC 27502

14. DELAY BEYOND THE CONTROL OF THE PARTIES.

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

15. NONWAIVER FOR BREACH.

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

16. CONSTRUCTION.

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

17. NO REPRESENTATIONS.

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

18. SEVERABILITY.

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

19. COUNTERPARTS.

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

20. MODIFICATION.

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

21. BINDING EFFECT.

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

22. ASSIGNMENT.

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

23. INDEPENDENT CONTRACTOR.

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

24. NON-APPROPRIATION.

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

25. IRAN DIVESTMENT ACT CERTIFICATION.

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

26. ANTI-HUMAN TRAFFICKING.

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

27. ELECTRONIC SIGNATURE.

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

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this ____ day of _____, 2021.

Contractor

Town of Apex

Name: Pete Duty + Associates, Inc.

Town Manager

By: 
(Signature)

Title: President

Attest: 
(Secretary, if a corporation)

Attest:

Town Clerk

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

Finance Director



2219 Leah Drive • Hillsborough, North Carolina 27278 • (919) 245-5070 • Fax (919) 245-5071

PDA CENTRAL PUMP & MOTOR SERVICE

Prices as of 1/01/2021

SHOP RATES:

\$100 Per Man Per Hour

SERVICE RATES:

\$125 Per man with truck and tools per hour

OVERTIME RATES:

Weekdays - Time and one half after 5:00 p.m.

Saturdays - Time and one half

Sundays - Double time

STATE OF NORTH CAROLINA

Contract Identification # _____

COUNTY OF WAKE

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT is entered into this the ____ day of _____, 2021, by and between, R&J Mechanical & Welding Service, LLC, a North Carolina Limited Liability Company with its principal business offices located at 554 E Williams Street, Apex, NC 27502-2151 (the "Contractor"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Contractor may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, Town, is engaged in the operation of water and sewer utilities, including pipes, drains, facilities and associated equipment, which from time to time requires the maintenance, repair, installation, removal, testing, and inspection as well as other projects related to wastewater treatment and soil and erosion control; and

WHEREAS, the professional services of outside firms or consultants and/or others will from time to time in the future be needed by the Town for the services as described above; and

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

WHEREAS, the Parties contemplate that the services of the Contractor will be performed in various stages in accordance with separate authorizations to be issued by the Town, and the Parties desire to set forth the basic terms of their agreement in this Master Services Agreement rather than in the separate authorizations issued by the Town; and

WHEREAS, the Parties acknowledge and agree that this Agreement shall act as a base agreement under which the Parties can enter into multiple specific transactions by executing a Purchase Order and written confirmation to proceed pursuant to a Scope of Services and/or rate sheet; and

WHEREAS, the Parties agree that this Agreement is non-exclusive and does not require or commit the Contractor to being available to perform services until a Scope of Services is submitted, and does not preclude the Town from hiring other vendors or contractors to perform the same or similar work.

NOW THEREFORE, in consideration of the foregoing recitals, and the premises and mutual covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereto do contract and agree as follows:

1. SCOPE OF SERVICES.

The Contractor agrees to perform for the Town the following general services when requested by the Town: metal fabrication and repair.

When service is requested by the Town, Contractor shall provide a cost estimate based on the attached rate sheet and a detailed Scope of Services that shall be governed by the terms of this Agreement. The Scope of Services shall reference this Agreement and this Agreement shall be incorporated into and made a part of the scope of services whether or not expressly incorporated by reference in the Scope of Services.

In the event of a conflict between the terms of a Scope of Services, quote, or estimate and this Agreement, this Agreement shall control.

2. SPECIFICATIONS.

Upon request by the Town, Contractor will provide plans and specifications prior to engaging in any services under this Agreement. Contractor hereby acknowledges that it is fully licensed to perform the work contemplated by this Agreement. In the event of a conflict between the provided plans and specifications and this Agreement, this Agreement shall control.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June 30, 2024 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: R&J Mechanical & Welding Service, LLC.
Attn: Robert Lowery
554 E. Williams Street
Apex, NC 27502-2151
randjapex@yahoo.com

TO TOWN: Town of Apex
 Attention: Michael Deaton
 PO Box 250
 Apex, NC 27502

14. DELAY BEYOND THE CONTROL OF THE PARTIES.

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

15. NONWAIVER FOR BREACH.

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

16. CONSTRUCTION.

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

17. NO REPRESENTATIONS.

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

18. SEVERABILITY.

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

19. COUNTERPARTS.

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

20. MODIFICATION.

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

21. BINDING EFFECT.

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

22. ASSIGNMENT.

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

23. INDEPENDENT CONTRACTOR.

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

24. NON-APPROPRIATION.

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

25. IRAN DIVESTMENT ACT CERTIFICATION.

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

26. ANTI-HUMAN TRAFFICKING.

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

27. ELECTRONIC SIGNATURE.

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

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this ____ day of _____, 2021.

Contractor

Town of Apex

Name: R & J MECHANICAL & WELDING, SVC,
RLLC

Town Manager

By: Andrew M. Watkins
(Signature)

Title: GENERAL MANAGER

Attest:

Attest:

(Secretary, if a corporation)

Town Clerk

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

Finance Director

R&J Mechanical & Welding Service, LLC

554 E. Williams St, Apex, NC 27502

P: (919) 362-6630

F: (919) 362-3873

E: randjapex@yahoo.com

R&J Rates for Services:

Estimates:

Estimates for welding and fabrication services are free. This includes any trips to job sites to discuss or take measurements.

Labor rates: January 1st, 2021 and after

Hourly rate for Welder/Fabricator: \$125. per hour

Hourly rate for Welder/Fabricator Helper: \$62.5 per hour

Labor rates for service calls to customer's location are the same. Time starts when our employee/s leave and does not stop until they return to R&J's location. Service calls have a minimum of one-hour labor per employee on the call.

Service call fee: January 1st, 2021 and after: \$125. This fee is billed once per job regardless of how many trips are made.

Materials:

The cost of materials is always changing. Please do NOT assume that the cost of a piece of material will be the same even a day later.

Tube, Pipe, Flat Bar, Stock: Billed per foot rounding to the nearest ½ foot.

Sheet Material: Billed per square foot rounding to nearest ½ foot. NOTE: circles and odd shapes will be billed by the square foot of the smallest square or rectangle that they will fit in. The left-over material is of no use. Example: A 24" diameter circle would be billed for 4 square feet.

Shop Supplies/HazMat Fees:

1% each of billed materials. Minimum of \$1 each and maximum of \$10 each per invoice.

Taxes:

The subtotal of all charges is taxed at the tax rate in effect at the time of billing (currently 7.25%).

R&J Mechanical

STATE OF NORTH CAROLINA

Contract Identification # _____

COUNTY OF WAKE

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT is entered into this the ____ day of _____, 2021, by and between, Vision NC, LLC., a North Carolina, limited liability company with its principal business offices located at 2945 S. Miami Blvd, Suite 103, Durham, NC 27703 (the "Contractor"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Contractor may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, Town, is engaged in the operation of water and sewer utilities including pipes, drains, facilities and associated equipment, which from time to time requires maintenance, repair, installation, removal testing, and inspection as well as other projects related to wastewater treatment and soil and erosion control; and

WHEREAS, the professional services of outside firms or consultants and/or others will from time to time in the future be needed by the Town for the services as described above; and

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

WHEREAS, the Parties contemplate that the services of the Contractor will be performed in various stages in accordance with separate authorizations to be issued by the Town, and the Parties desire to set forth the basic terms of their agreement in this Master Services Agreement rather than in the separate authorizations issued by the Town; and

WHEREAS, the Parties acknowledge and agree that this Agreement shall act as a base agreement under which the Parties can enter into multiple specific transactions by executing a Purchase Order and written confirmation to proceed pursuant to a Scope of Services and/or rate sheet; and

WHEREAS, the Parties agree that this Agreement is non-exclusive and does not require or commit the Contractor to being available to perform services until a Scope of Services is submitted, and does not preclude the Town from hiring other vendors or contractors to perform the same or similar work.

NOW THEREFORE, in consideration of the foregoing recitals, and the premises and mutual covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereto do contract and agree as follows:

1. SCOPE OF SERVICES.

The Contractor agrees to perform for the Town the following general services when requested by the Town: Pumping, hauling, pipe cleaning, CCTV inspection and other related wastewater services.

When service is requested by the Town, Contractor shall provide a cost estimate based on the attached rate sheet and a detailed Scope of Services that shall be governed by the terms of this Agreement. The Scope of Services shall reference this Agreement and this Agreement shall be incorporated into and made a part of the scope of services whether or not expressly incorporated by reference in the Scope of Services.

In the event of a conflict between the terms of a Scope of Services, quote, or estimate and this Agreement, this Agreement shall control.

2. SPECIFICATIONS.

Upon request by the Town, Contractor will provide plans and specifications prior to engaging in any services under this Agreement. Contractor hereby acknowledges that it is fully licensed to perform the work contemplated by this Agreement. In the event of a conflict between the provided plans and specifications and this Agreement, this Agreement shall control.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June 30, 2024 unless terminated sooner in accordance with the terms of this Agreement. Contractor shall commence and complete the work required by this Agreement in accordance with the dates provided in the Scope of Services as agreed upon by the Parties. Contractor shall immediately notify the Town of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any work so that remedial action may be taken. Contractor shall not begin any work pursuant to this Agreement or a Scope of Services until written confirmation has been provided by the Town. The Parties hereby agree that written confirmation may be provided through electronic communication from the Town. If Contractor has not satisfactorily commenced or completed the work within the times specified, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies. Any changes to the schedule(s) provided in the Scope of Services must be agreed to in writing by the Town and the Contractor.

4. CONSIDERATION AND PAYMENT OF SERVICES.

In consideration of the above services, the Town will pay the Contractor the amount authorized by the issued Purchase Order corresponding to the agreed upon Scope of Services and the attached rate sheet. As services are agreed upon pursuant to this Agreement and the associated Scopes of Service, Contractor will invoice the Town for work performed. Town has the right to require the Contractor to produce for inspection all of Contractor's records and charges to verify the accuracy of all invoices.

Town shall pay Contractor's invoices within thirty (30) days of receipt unless a bona fide dispute exists between Town and Contractor concerning the accuracy of said invoice or the services covered thereby.

5. INDEMNIFICATION.

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

6. APPLICABILITY OF LAWS AND REGULATIONS.

The Contractor shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Wake, and the Town of Apex in the performance of the services outlined in this contract and any attached specifications. The Parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of North Carolina and all disputes hereunder shall be resolved in accordance with the laws of the State of North Carolina.

7. E-VERIFY COMPLIANCE.

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

8. QUALITY AND WORKMANSHIP.

All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided. Contractor shall provide services in accordance with all federal, state and local law and in accordance with all governing agency regulations and shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for the Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina.

9. INSURANCE.

The Contractor shall maintain valid general liability insurance in the minimum amount of \$1,000,000, pollution coverage for accidental spills in the minimum amount of \$1,000,000, commercial automobile liability insurance in the minimum amount of \$2,000,000, and provide certificates of such insurance naming the Town of Apex as an *additional insured* by endorsement to the policies. If the policy has a blanket additional insured provision, the contractor's insurance shall be primary and non-contributory

to other insurance. Additionally, the contractor shall maintain and show proof of workers' compensation and employer's liability insurance in the minimum amount of \$1,000,000. The Contractor shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company.

All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Contractor to have sufficient insurance nor the requirement that Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

10. PRE-PROJECT SAFETY REVIEW MEETING.

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

11. DEFAULT.

In the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement, Town shall have the right to terminate Contractor upon seven (7) days written notice in which event Contractor shall have neither the obligation nor the right to perform further services under this Agreement.

12. TERMINATION FOR CONVENIENCE.

Town shall have the right to terminate this Agreement for the Town's convenience upon thirty (30) days written notice to Contractor. Contractor shall terminate performance of services on a schedule acceptable to the Town. In the event of termination for convenience, the Town shall pay Contractor for all services satisfactorily performed.

13. NOTICE.

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

TO CONTRACTOR: Vision NC, LLC.
Attn: Brian Hicks
2945 S. Miami Blvd, Suite 103
Durham, NC 27703
brian@vision-nc.com

TO TOWN: Town of Apex
Attention: Michael Deaton
PO Box 250
Apex, NC 27502

14. DELAY BEYOND THE CONTROL OF THE PARTIES.

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

15. NONWAIVER FOR BREACH.

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

16. CONSTRUCTION.

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

17. NO REPRESENTATIONS.

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

18. SEVERABILITY.

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

19. COUNTERPARTS.

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

20. MODIFICATION.

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

21. BINDING EFFECT.

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

22. ASSIGNMENT.

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

23. INDEPENDENT CONTRACTOR.

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

24. NON-APPROPRIATION.

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

25. IRAN DIVESTMENT ACT CERTIFICATION.

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

created by the North Carolina State Treasurer and that the Contractor will not utilize any subcontractors found on the Final Divestment List.

26. ANTI-HUMAN TRAFFICKING.

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

27. ELECTRONIC SIGNATURE.

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

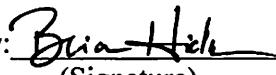
In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this _____ day of _____, 2021.

Contractor

Town of Apex

Name: Brian Hicks

Town Manager

By: 
(Signature)

Title: Vice President

Attest: 
(Secretary, if a corporation)

Attest: _____
Town Clerk

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

Finance Director

Revision date 4/6/2016



**Video Inspection and Cleaning
of Sewer and Storm Systems**

Service

Town of Apex pricing

SEWER CLEANING

8" (in road)	\$275 per hour
8" (off road)	\$275 per hour
12" (in road)	\$275 per hour
12" (off road)	\$275 per hour
Emergency Service	\$400 per hour

STORM CLEANING

All sizes (in road)	\$325 per hour
Off Road with small Outfall Machine	\$225 per hour
Off Road with Skid Steer Outfall Machine	\$225 per hour
Storm Cleaning by the foot	N/A
Emergency Service	\$400 per hour

SEWER VIDEO

8" (in road)	1.50 per foot
8" (Off road)	\$1.75 per foot

SEWER/STORM VIDEO

12", 15" and 18" (in road)	\$1.75 per foot
20" and 24" (in road)	\$2.00 per foot
30" and larger (in road)	\$2.25 per foot
12", 15" and 18" (off road)	\$2.25 per foot
20" and 24" (off road)	\$2.50 per foot
30" and larger (off road)	\$2.75 per foot

OTHER SERVICES

Smoke Testing	\$0.50 per foot (500 ft min.)
Pipe Lining	Call for pricing

If you have questions, please contact our office at 919-748-3760

*2021-22 Town of Apex
Approved BH, KC*

STATE OF NORTH CAROLINA

Contract Identification # _____

COUNTY OF WAKE

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT is entered into this the _____ day of _____, 2021, by and between, Water & Waste Systems Construction, Inc. a North Carolina corporation with its principal business offices located at 14 Apothecary Ct, Garner, NC 27529 (the "Contractor"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Contractor may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, Town, is engaged in the operation of water and sewer utilities including pipes, drains, facilities and associated equipment, which from time to time requires 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: service and repair for pump stations and wastewater appurtenances.

When service is requested by the Town, Contractor shall provide a cost estimate 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, 2024 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: Water & Waste Systems Construction, Inc.
Attn: Gaye Rice
14 Apothecary Ct
Garner, NC 27529
wwsys@aol.com

TO TOWN: Town of Apex
Attention: Michael Deaton
PO Box 250
Apex, NC 27502

14. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Contractor nor Town shall be in default of the provisions of this Agreement for delays in performance due to forces beyond the control of the parties. "Forces beyond the control of the parties"

shall mean, but is not limited to, delay caused by fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, and/or civil disobedience.

15. NONWAIVER FOR BREACH.

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

16. CONSTRUCTION.

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

17. NO REPRESENTATIONS.

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

18. SEVERABILITY.

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

19. COUNTERPARTS.

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

20. MODIFICATION.

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

21. BINDING EFFECT.

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

22. ASSIGNMENT.

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

23. INDEPENDENT CONTRACTOR.

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

24. NON-APPROPRIATION.

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

25. IRAN DIVESTMENT ACT CERTIFICATION.

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

26. ANTI-HUMAN TRAFFICKING.

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

27. ELECTRONIC SIGNATURE.

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

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this ____ day of _____, 2021.

Contractor

Name: Water & Waste Systems Construction, Inc.
By: [Signature]
(Signature)

Title: Vice President

Attest: [Signature]
(Secretary, if a corporation)

Town of Apex

Town Manager

Attest:

Town Clerk

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

Finance Director

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 8, 2021

Item Details

Presenter(s): Mary Beth Manville, Human Resources Director

Department(s): Human Resources

Requested Motion

Motion to adopt the FY22 Position Classification Plan and Pay Ranges.

Approval Recommended?

Yes

Item Details

During the Personnel Committee Meeting on March 25, 2021, the Committee reviewed the results of the Town's annual classification study and recommended implementing the proposed changes to the Town's Position Classification Plan. The attached Position Classification Plan for FY22 lists all the classified Town's positions and reflects the changes approved by the Personnel Committee. It also includes all the new positions being proposed in the FY22 annual budget.

The Personnel Committee also supported the recommendation to increase all salary ranges by 2% to make necessary market adjustments so that the Town can remain competitive in recruitment and retention efforts.

The recommended FY22 Position Classification Plan and Salary Ranges are attached. If approved, these changes would be effective June 1, 2021.

Attachments

- FY22 Position Classification Plan
- FY22 Salary Ranges



Town of Apex FY2021-22
Position Classification System
Arranged by Grade

<u>FLSA</u>	<u>Grade</u>	<u>Position</u>
N	11	Hold for future use
N	12	General Maintenance Worker I Parks Attendant
N	13	General Maintenance Worker II Athletics and Grounds Maintenance Worker I & II Street Maintenance Worker Street Right of Way Technician Street Signs Worker
N	14	Athletics & Grounds Maintenance Technician Inventory and Warehouse Specialist Meter Technician Parks Operations Worker I & II Utility Maintenance Worker
N	15	Accounts Payable Technician Athletics and Grounds Maintenance Specialist Data Operations Specialist - PLL Parks and Greenways Planning Tech Electrical Program Support Technician Parks Operations Technician Program Support Specialist Recreation Customer Service Specialist Senior Street Maintenance Worker Solid Waste Equipment Operator Utility Customer Service Specialist
N	16	Evidence Clerk/Quartermaster Meter Utility Technician Parks Operations Specialist Police Records Technician Senior Meter Technician Senior Solid Waste Equipment Operator Senior Utility Maintenance Worker Street Signs Technician Telecommunicator
N	17	Cultural Arts Marketing & Events Specialist Facility Maintenance Mechanic Human Resources Technician Athletics and Grounds Team Leader Permit Specialist Senior Utilities Customer Service Specialist Senior Program Support Specialist Grounds Maintenance Team Lead Telecommunicator II Utility Locate Technician Utility Technician
N	18	Accounting Specialist Administrative Coordinator Administrative Logistics Coordinator Buyer Electric Line Technician Apprentice Firefighter Fleet Services Mechanic Heavy Equipment Operator Senior Telecommunicator Paralegal Parks Operations Team Lead Powerline Right-of-way Technician Systems and Performance Analyst Laboratory Analyst Water Resources Program Coordinator

Town of Apex FY2021-22
Position Classification System
Arranged by Grade

<u>FLSA</u>	<u>Grade</u>	<u>Position</u>
N	19	Communications Shift Supervisor
N		Communications Specialist
N		Deputy Town Clerk
N		Electric Programs and Technology Coordinator
N		Fleet Crew Team Leader
N		GIS Technician
N		Payroll Administrator
N		Pump Maintenance Mechanic
N		Senior Laboratory Analyst
N		Senior Facilities Maintenance Mechanic
N		Senior Firefighter
N		Senior Fleet Services Mechanic
N		Street Crew Field Supervisor
N		Water Reclamation Facility Operator/Mechanic I/II
N		Solid Waste Field Crew Supervisor
N	20	Crime Analyst
N		Accountant
N		Police Crisis Counselor
N		Sustainability Specialist
N		Electric Line Technician I
N		Fire Inspector
N		Planning Technician
N		Plans Examiner
N		Recreation Customer Service Supervisor
N		Recreation Program Specialist
N		Utility Operations Team Leader
N		WRF Operator/Mechanic III
N		Water Quality Team Leader
N	21	Code Enforcement Officer I & II
N		Police Accreditation Specialist
N		Housing and Community Programs Specialist
N		Digital Forensic Technician
N		Forrester
N		Budget Specialist
N		Cultural Arts Specialist
N		GIS Specialist
N		Human Resources Consultant
N		Information Technology Technician
N		Lead Planning Technician
N		Athletics and Grounds Supervisor
N		Police IT Technician
N		Police Officer I
N		Public Works Data Operations Specialist
N		Victim Advocate
N		WRF Operator/Mechanic IV
N		Zoning Compliance Officer
N	22	Development Specialist
N		Electric Line Technician II
N		Community Relations Specialist
N		Community Outreach Specialist
N		Park Manager- Pleasant Park
N		Engineering/Surveying Technician
N		Environmental Specialist
N		Fire Engineer
N		Meter Services Supervisor
N		Planner I
N		Police Officer II
N		Recreation Program Supervisor
N	23	Code Enforcement Officer II
N		Downtown & Small Business Coordinator
N		Electric Technical Services Specialist

Town of Apex FY2021-22
Position Classification System
Arranged by Grade

<u>FLSA</u>	<u>Grade</u>	<u>Position</u>
N		Assistant Customer Service Manager
N		CAD / RMS Administrator
N		Engineering GIS Analyst
N		Environmental Specialist
N		Facility Maintenance Supervisor
N		Fleet Services Supervisor
N		Information Technology Specialist
N		Infrastructure Inspector
N		Laboratory Supervisor
N		Master Police Officer
N		Parks Operations Supervisor
E		Planner II
E		Planner II - Long Range Transit
N		Planning GIS Analyst
N		Powerline Arborist Trainee
N		Pump Maintenance Supervisor
N		PW Data Operations Analyst
N		Senior Zoning Compliance Officer
E		Solid Waste Supervisor
E		Street Operations Supervisor
N		Sustainability Program Coordinator
N		Town Clerk
N		Finance & Utility Accountant
N		Utility Maintenance Supervisor
E	24	Collection System Supervisor
N		Electric Line Technician III
N		Transportation Engineering Projects Coordinator
N		Fire Lieutenant
N		Lead Environmental Specialist
N		Powerline Arborist
E		Purchasing & Contracts Manager
E		Senior Human Resources Analyst
N		Senior Planning GIS Analyst
N		Senior Police Officer
N		Senior Zoning Compliance Officer - Landscaping
N		WRF Supervisor
E	25	Accounting Manager
N		Code Enforcement Officer III
E		Cultural Arts Center Manager
E		Housing Program Manager
E		Senior Electrical Engineer
E		Customer Service and Billing Manager
E		Engineering Intern
N		Facilities & Grounds Manager
N		Fire Captain
N		Fire Training Coordinator
N		GIS Administrator
E		Information Technology Analyst
N		Electric Line Technician - Journey Level
N		Police Corporal
E		Purchasing and Contracts Manager
N		Capital Projects Inspector
N		Senior Electric Technical Services Specialist
N		Senior Plans Examiner
N		Utilities Acquisition Specialist
N		Utilities Specialist
N		Water Resources Specialist
E		Water Quality Supervisor
E		Zoning Compliance and Landscape Supervisor
E	26	Communications Center Manager
N		Deputy Fire Marshal
E		Development Services Manager
N		Electric Engineering Technician

Town of Apex FY2021-22
Position Classification System
Arranged by Grade

<u>FLSA</u>	<u>Grade</u>	<u>Position</u>
N		Environmental Field Services Supervisor
E		Housing Program Manager
E		Parks Planning and Project Manager
E		System Operator
E		Police IT and Records Manager
E		Senior Planner
E	27	Code Enforcement Supervisor
E		Communications Manager
E		Budget and Performance Manager
E		Diversity Officer
N		Electric Crew Field Supervisor
N		Electric Training and Safety Specialist
E		Human Resources Manager
E		Infrastructure Field Services Supervisor
E		Parks Operations Manager
E		Plans and Permits Supervisor
N		Police Sergeant
E		Safety and Risk Manager
E		Senior Information Technology Analyst
E		Recreation Program Manager
E		Professional Engineer
E		Public Works Operations Manager
N	28	Fire Battalion Chief
E		Fire Marshal
E		Senior Engineer
E	29	Senior Capital Projects Manager
E		Traffic Engineering Manager
E		Electric Operations Manager
E		Electric Technical Services Manager
E		Support Services Manager
E		Transportation Engineering Manager
E		Information Technology Services Manager
E		Police Lieutenant
E		Planning Manager (Current or Long Range)
E	30	Assistant Fire Chief
E		Assistant Town Attorney
E		Environmental Engineering Manager
E		Utilities Operations Manager
E		Utilities Engineering Manager
E		Water Reclamation Facility Manager
E	31	Deputy Town Attorney
E		Police Captain
E	32	Economic Development Director
E		Inspections and Permits Director
E	33	Deputy Police Chief
E	34	Electric Utilities Director
E		Human Resources Director
E		Information Technology Director
E		Parks, Recreation and Cultural Resources Director
E		Planning and Community Development Director
E	35	Finance Director
E		Fire Chief
E		Police Chief
E		Public Works and Transportation Director
E		Water Resources Director
E	36	Hold for future use

Town of Apex FY2021-22
Position Classification System
Arranged by Grade

<u>FLSA</u>	<u>Grade</u>	<u>Position</u>
E	37	Assistant Town Manager

Town of Apex Grade/Segment Listing
Effective July 1, 2021

GRADE	DEVELOPMENTAL SEGMENT		PERFORMANCE SEGMENT			JOB MASTERY SEGMENT			
			Job Rate						
11	\$31,824	----	\$35,006	\$35,028	\$42,167	\$43,785	\$43,806	----	\$52,510
12	\$33,415	----	\$36,757	\$36,778	\$44,275	\$45,972	\$45,994	----	\$55,135
13	\$35,086	----	\$38,595	\$38,616	\$46,489	\$48,270	\$48,291	----	\$57,892
14	\$36,840	----	\$40,524	\$40,545	\$48,813	\$50,682	\$50,703	----	\$60,786
15	\$38,682	----	\$42,550	\$42,572	\$51,254	\$53,215	\$53,236	----	\$63,826
16	\$40,616	----	\$44,678	\$44,699	\$53,817	\$55,874	\$55,895	----	\$67,017
17	\$42,647	----	\$46,912	\$46,933	\$56,508	\$58,666	\$58,688	----	\$70,368
18	\$44,780	----	\$49,258	\$49,279	\$59,333	\$61,598	\$61,620	----	\$73,886
19	\$47,019	----	\$51,720	\$51,742	\$62,300	\$64,677	\$64,698	----	\$77,581
20	\$49,369	----	\$54,306	\$54,328	\$65,415	\$67,910	\$67,931	----	\$81,460
21	\$51,838	----	\$57,022	\$57,043	\$68,685	\$71,304	\$71,325	----	\$85,533
22	\$54,430	----	\$59,873	\$59,894	\$72,120	\$74,868	\$74,889	----	\$89,809
23	\$57,151	----	\$62,866	\$62,888	\$75,726	\$78,610	\$78,631	----	\$94,300
24	\$60,009	----	\$66,010	\$66,031	\$79,512	\$82,539	\$82,560	----	\$99,015
25	\$63,009	----	\$69,310	\$69,331	\$83,487	\$86,664	\$86,686	----	\$103,965
26	\$66,160	----	\$72,776	\$72,797	\$87,662	\$90,996	\$91,017	----	\$109,164
27	\$69,468	----	\$76,415	\$76,436	\$92,045	\$95,545	\$95,566	----	\$114,622
28	\$72,941	----	\$80,235	\$80,257	\$96,647	\$100,321	\$100,342	----	\$120,353
29	\$76,588	----	\$84,247	\$84,268	\$101,479	\$105,335	\$105,357	----	\$126,371
30	\$80,418	----	\$88,459	\$88,481	\$106,553	\$110,601	\$110,622	----	\$132,689
31	\$84,439	----	\$92,882	\$92,904	\$111,881	\$116,130	\$116,151	----	\$139,324
32	\$88,660	----	\$97,527	\$97,548	\$117,475	\$121,935	\$121,956	----	\$146,290
33	\$93,093	----	\$102,403	\$102,424	\$123,349	\$128,030	\$128,051	----	\$153,604
34	\$97,748	----	\$107,523	\$107,544	\$129,516	\$134,430	\$134,451	----	\$161,284
35	\$102,636	----	\$112,899	\$112,920	\$135,992	\$141,150	\$141,172	----	\$169,349
36	\$107,767	----	\$118,544	\$118,565	\$142,792	\$148,207	\$148,228	----	\$177,816
37	\$113,156	----	\$124,471	\$124,493	\$149,931	\$155,616	\$155,637	----	\$186,707

* This chart represents annualized salaries.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 8, 2021

Item Details

Presenter(s): Mary Beth Manville, Human Resources Director

Department(s): Human Resources

Requested Motion

Motion to approve extending the Town of Apex (TOA) Emergency Sick Leave and Quarantine Leave to September 30, 2021.

Approval Recommended?

Yes

Item Details

Town Council approved the Town's COVID-19 Related Leave Policy back in December 2020, which allowed Families First Coronavirus Response Act Emergency Sick Leave balances to be converted to Town of Apex Emergency Sick Leave, and established a new "Quarantine Leave" to be used for those who were directly exposed to COVID at work. These policies are set to expire on June 30, 2021, however, Town staff would like to extend the Emergency Sick Leave and Quarantine Leave provisions of the COVID-19 Related Leave policy to September 30, 2021, to allow more time for COVID-19 vaccinations to take effect in the workforce and community. The TOA Childcare Leave provisions would not be extended, since childcare options are readily available and schools are back open for all school-aged children.

If approved, the TOA Emergency Sick Leave and Quarantine Leave provisions of the COVID-19 Related Leave policy would be extended to September 30, 2021. Neither of these leave options will be available beyond the expiration date, and any unused balances will be forfeited.

Attachments

- N/A



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 08,2021

Item Details

Presenter(s): Craig Setzer, Interim Parks, Recreation and Cultural Resources Director

Department(s): Parks, Recreation and Cultural Resources

Requested Motion

Motion to reappoint Renee Pfeifer as Chair and Alan Buck as Vice-Chair, and Michael Kanthers and Lisa Esterrich as regular members on the Parks, Recreation, and Cultural Resources Commission

Approval Recommended?

Yes

Item Details

The regular terms for Renee Pfeifer, Michael Kanthers and Lisa Esterrich will be ending as of June 2021. Staff is recommending that the three of them be reappointed for another three-year term (July 2021 - June 2024). Each of the members have a wealth of knowledge about our current projects, have been dedicated to the commission and have a passion for the department and its future development. All of them will be valuable assets as we move forward with updating our current Master Plan.

In addition to the reappointments, staff is recommending that Renee Pfeifer remain as Chair and Alan Buck as Vice Chair until June 2022. Per Ordinance section 15-2 the chair and vice chair of the commission shall be appointed to a term of one year.

Attachments

- Cognito Interest Forms - Renee Pfeifer, Michael Kanthers and Lisa Esterrich



Parks & Recreation Advisory Commission

Advisory Board Interest Form

Candidate Contact Information

Legal Name

Michael Kanters

Preferred First Name

Michael

Address

309 W Chatham St, Apex, North Carolina 27502

Email

mkanters@ncsu.edu

Mobile Phone

(919) 427-3586

Alternate Phone (work/home)**Do you live within the Apex town limits?**

Yes

Background Information

Current Employer

NC State University

Current Job Title

Professor

Tell us why you would like to serve?

I've been serving on the Commission for many years now and would like to continue in this role .

Please list any education, special skills, or experience you have that would be useful while considering this form.

Ph.D. and 33 years as a Parks & Recreation Professor.

If you now serve, or have previously served on any town boards, commissions or committees, please list the committees and dates served.

Parks & Recreation Advisory Commission

Parks & Recreation Advisory Commission

Advisory Board Interest Form

Candidate Contact Information

Legal Name

Lisa Esterrich

Preferred First Name

Lisa

Address

1915 MOSTYN LANE, APEX, North Carolina 27502

Email

LAESTERRICH@GMAIL.COM

Mobile Phone

(617) 686-2045

Alternate Phone (work/home)**Do you live within the Apex town limits?**

Yes

Background Information

Current Employer

RATIO

Current Job Title

Senior Associate - Landscape Architect Studio
Leader

Tell us why you would like to serve?

I have a passion for community spaces, both from a design perspective as a landscape architect, to how providing spaces that create experiences enhance a sense of community and contribute to the culture and wellness of a place.

Please list any education, special skills, or experience you have that would be useful while considering this form.

I am a landscape architect so have knowledge and experience with public engagement, design, and construction.

If you now serve, or have previously served on any town boards, commissions or committees, please list the committees and dates served.

Apex Parks, Recreation and Cultural Resources Advisory Commission: Dec. 2018 - present (expires June 2021)

Parks & Recreation Advisory Commission

Advisory Board Interest Form

Candidate Contact Information

Legal Name

Renee C Pfeifer

Preferred First Name**Address**

1829 Bodwin Lane, Apex, North Carolina 27502

Email

rpfeifer@clhdesignpa.com

Mobile Phone

(919) 924-1427

Alternate Phone (work/home)**Do you live within the Apex town limits?**

Yes

Background Information

Current Employer

CLH Design, PA

Current Job Title

Landscape Architect, Vice President

Tell us why you would like to serve?

I am a licensed landscape architect and have over 19 years of site design, project management, permitting experience. Some of my projects that I have designed include K-12 schools, fire stations and various types of parks both passive and recreational. I am passionate about providing functional and safe spaces for children to enjoy. In addition, me, my husband and 3 children are proud to call Apex our home for more than 17 years. I could not imagine raising our children in a better place. I want to be an integral part in providing the citizens of Apex a wonderful place to live, work and play.

Please list any education, special skills, or experience you have that would be useful while considering this form.

I have a bachelors of science degree from West Virginia University in Landscape Architecture. Throughout the years I have been involved in numerous associations and community organizations. While a member of the Cary Junior Women's Club, I helped organize events for the Apex PeakFest and the North Carolina Food Bank. I became a partner at CLH Design in 2013 and a Vice President in 2019. I play an integral role in the daily operations of the company and future growth of the firm. In 2009 I took part in the American Council of Engineering Companies- NC (ACEC/NC) Future Leaders Program which helped me grow both professionally and personally. In addition, I currently serve on the North Carolina Association for Learning Environments (A4LE) board. A4LE's principal purpose is improving the places where children learn. I have served on this board for 4 years and am currently the North Carolina President-Elect.

If you now serve, or have previously served on any town boards, commissions or committees, please list the committees and dates served.

Apex Parks, Recreation and Cultural Resources Advisory Commission Member- 2015-2017

Apex Parks, Recreation and Cultural Resources Advisory Commission Vice Chair- 2018

Apex Parks, Recreation and Cultural Resources Advisory Commission Chair- 2019-Current

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 8, 2021

Item Details

Presenter(s): Vance Holloman, Finance Director

Department(s): Finance

Requested Motion

Motion to adopt a Resolution authorizing the Wake County Revenue Director to collect taxes on behalf of the Town of Apex

Approval Recommended?

Yes

Item Details

This is a routine authorization that Wake County requires on an annual basis.

Attachments

- Resolution





RESOLUTION NO. 21-0608-13
RESOLUTION TO COLLECT TAXES

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF APEX, that the Revenue Director of the County of Wake is hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the Office of the Wake County Revenue Director in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the Town of Apex, and this order shall be a full and sufficient authority to direct, require, and enable the Revenue Director of the County of Wake to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this the 8th day of June 2021.

Jacques K. Gilbert
Mayor

Attest:

(SEAL)

Donna B. Hosch, MMC, NCCMC
Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 8, 2021

Item Details

Presenter(s): Megan Pendell, Sustainability Coordinator

Department(s): Water Resources

Requested Motion

Motion to appoint Bill Jensen as a new member on the Environmental Advisory Board (EAB).

Approval Recommended?

Yes

Item Details

A new member is set to replace the membership seat of Ted Williams. The new member is William (Bill) Jensen and membership service will begin on June 8, 2021 and end December 21, 2022.

Attachments

- Cognito Interest Form - William Jensen



Environmental Advisory Board

Advisory Board Interest Form

Candidate Contact Information

Legal Name

William S Jensen

Preferred First Name

Bill

Address

1005 South Wellonsburg Place, Apex, North Carolina 27502

Email

billjensen@nc.rr.com

Mobile Phone

(919) 274-0926

Alternate Phone (work/home)**Do you live within the Apex town limits?**

Yes

Background Information

Current Employer

Retired

Current Job Title

NA

Tell us why you would like to serve?

For 20 years as a town councilman, I pursued better environmental ordinances. I proposed the Environmental Advisory Board, and I would like to be a member of the board as an opportunity to mold new development in a manner that improves environmental values.

Please list any education, special skills, or experience you have that would be useful while considering this form.

Master of Science in Mechanical Engineering - UCLA
Knowledge of town needs and values.
My 20 years as a town councilman

If you now serve, or have previously served on any town boards, commissions or committees, please list the committees and dates served.

Town Council November 1999 until November 2019

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for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 8, 2021

Item Details

Presenter(s): Mayor Jacques K. Gilbert

Department(s): Governing Body

Requested Motion

Motion to appoint Assistant Town Manager Shawn Purvis as Interim Town Manager from June 18 until July 11

Approval Recommended?

Yes

Item Details

Per GS 160A-150, the Town must appoint an interim town manager if it has a vacancy. Mr. Clark's last day as Interim Town Manager will be June 7, and Ms. Crosby will officially begin her time as Town Manager on July 12. For days Mr. Purvis is out of the office, Assistant Manager Marty Stone would be acting manager.

Attachments

- N/A



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for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 8, 2021

Item Details

Presenter(s): Mary Beth Manville, Human Resources Director

Department(s): Human Resources

Requested Motion

Motion to approve the Personnel Policy Updates to include the new Volunteer/Community Involvement Leave and increase the Tuition Reimbursement Policy amount to \$1,250.00.

Approval Recommended?

Yes

Item Details

As part of the FY22 Budget process, staff presented two new benefit enhancements to the Personnel Committee - the addition of a new paid leave, Volunteer/Community Involvement Leave, and an increase to the tuition reimbursement amount, from \$1,000 to \$1,250, available through the Town's Tuition Reimbursement policy. The Personnel Committee unanimously approved the proposed benefit enhancements.

If Council approves, the Tuition Reimbursement Policy will be updated to reflect the new reimbursement amount of \$1,250, and the Volunteer/Community Involvement Leave policy will be added the Town's Personnel Policy Manual, as follows:

Volunteer/Community Involvement Leave

Regular employees who have completed the new hire probationary period will receive eight (8) hours per fiscal year to be used to volunteer for service in the schools or in community programs. Employees in part-time, benefited positions will receive prorated hours based on their annual schedule. This leave will reset each year on July 1 and cannot be carried over into the new fiscal year (unused leave will be forfeited) or paid out upon separation.

Attachments

- N/A



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for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 08,2021

Item Details

Presenter(s): [Steve Adams, Real Estate & Public Utilities]

Department(s): [Administration]

Requested Motion

Motion to approve abandonment of electric utility easement.

Approval Recommended?

Yes

Item Details

As part of the construction of the Greenway in the HOA space of Sweetwater the Town of Apex relocated several overhead power lines to allow construction of the greenway. The resulting relocation made the easement shown on the plot plan for Lot 127 unnecessary. The facilities were moved off the property and the easement is no longer needed. The abandonment has been approved the Electric Utilities Department.

Attachments

- Resolution
- Plot plan showing easement location



RESOLUTION NO. 21-0608-14

A Resolution to Abandon Portions of an Existing Electric Utility Easement

WHEREAS, Harold R. Schatz and Rosemary Ann Rickard are the owners of a certain tract of land in or near the Town of Apex which tract is described in the deed recorded in Deed Book 17371, Page 1983, Wake County Registry (the “**Subject Property**”); and

WHEREAS, the Town of Apex presently has an electric utility easement interest in that certain area of land more specifically described with the following metes and bounds:

Starting at the centerline intersection of Willow Green drive and Manor Stone drive, Apex, North Carolina, thence South 53°47’26” East 196.81’ to a point in the southern right of way of Willow Green Drive, said point being the northwest corner of lot 127 Stillwater subdivision as recorded in Book of maps 2018, page 1171, Wake County Registry; thence leaving said right of way and along the property line between lot 126 & lot 127 of said map, South 27°04’03” West 139.76’ to a point; thence along the southern property line of lot 127 and the Stillwater Owners Association, Inc. maintained Open Space area of said map the following calls: South 63°18’31” East 14.22’; South 64°40’54” East 47.76’; South 66°50’36” East 12.44’ to a point; thence North 18°25’53” East 13.22’ to a point and place of BEGINNING; said point being an intersection of the town of Apex electric easement, the Stillwater Owners Association, Inc. maintained Open Space area and lot 127; thence following said easement into lot 127 North 52°31’45” West 38.53’ to a point; thence North 37°28’15” East 10.00’ to a point; thence South 52°31’45” East 35.08’ to a point; thence South 18°25’53” West 10.58’ to the point and place of BEGINNING, containing 368 square feet or 0.008 acres (the “Guy Wire Easement”).

WHEREAS, the Electric Easement and Guy Wire Easement was conveyed to the Town by instrument recorded in Deed Book 15697, Page 1712, Wake County Registry; and

WHEREAS, the electric easement has been relocated and the Town no longer has any need of the Guy Wire Easement and it has no market value; and

WHEREAS, the Town Council considers it advisable to abandon the Guy Wire Easement.

NOW, THEREFORE, BE IT RESOLVED by the Town Council as follows:

1. That the Guy Wire Easement as described herein by metes and bounds description and containing 368 square feet is hereby abandoned, and
2. That the Town Manager or Assistant Town Manager is hereby authorized

to make, execute, and deliver to the owners of the Subject Property an instrument, in a form suitable for recording, releasing whatever interest the Town might have in and to the Guy Wire Easement.

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 8th day of June 2021, 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:

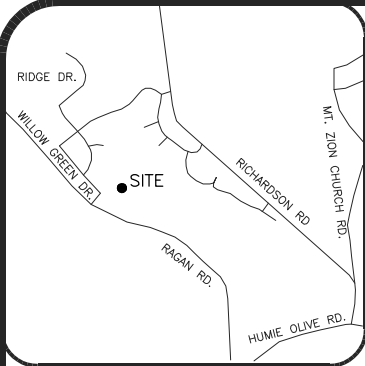
This the 8th day of June 2021.

TOWN OF APEX

Jacques K. Gilbert, Mayor

ATTEST:

Donna B. Hosch, MMC, Town Clerk



VICINITY MAP (NTS)

IMPERVIOUS AREA
 HOUSE 2,786 SQ.FT.
 DRIVE 456 SQ.FT.
 WALK 82 SQ.FT.

TOTAL 3,324 SQ.FT.
 MAX. ALLOW 3,500 SQ.FT.

SETBACKS

FRONT 25'
 SIDE 8'MIN/20' AGG
 REAR 25'
 SIDE STREET 18'

PER BUILDER, CHIMNEYS CAN ENCROACH THE SIDE SETBACKS UP TO 3' AND BE NO CLOSER THAN 3' TO PROPERTY LINE.

HOA
 MAINTAINED
 OPEN SPACE

20' PUBLIC
 GREENWAY EASEMENT

TOWN OF APEX
 ELECTRIC EASEMENT

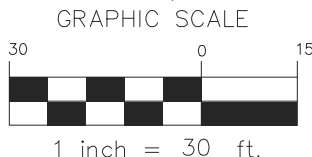
S 56°29'21" W
 107.05'

VARIABLE WIDTH
 PUBLIC DRAINAGE
 EASEMENT

HOA
 MAINTAINED
 OPEN SPACE

PLAT NORTH
 Pg. 2018, Pgs. 1169-1174

WILLOW GREEN DRIVE
 50' PUBLIC R/W



PRELIMINARY PLOT PLAN

LEGEND

AC=AIR CONDITIONING UNIT
 BOC=BACK OF CURB
 DW=CONC DRIVEWAY
 EM=ELECTRIC METER
 EOP=EDGE OF PAVEMENT
 P=PATIO
 PO=PORCH
 GM=GAS METER
 SW=SIDEWALK
 TP=TELEPHONE PEDESTAL
 WM=WATER METER

○ IRON PIPE FOUND
 ● IRON PIPE SET
 ○ NAIL SET

Rosemary Rickard

THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

SHAWN T. RUMBERGER, PLS L-4909 DATE

THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION. NO TITLE REPORT PROVIDED.

LINE	BEARING	DISTANCE
L55	S 58°14'37" W	7.87'
L56	N 63°18'31" W	14.23'
L57	N 66°50'36" W	12.44'

CURVE	RADIUS	ARC	CHORD	BEARING
C69	1225.00'	9.27'	9.27'	S 63°08'58" E



PROJECT: 17-002 STILLWATER
 DRAWN BY: CKR/JER
 SCALE: 1"=30'
 DATE: 07-09-18

FOR
 BEAZER HOMES
 3364 WILLOW GREEN DR.
 LOT 127 STILLWATER SUBDIVISION, PH 5
 BUCKHORN CO., NC
 P.B. 2 - Page 339 - 1174

ECLS
 GLOBAL
 U.S. VETERAN-OWNED
 19 N MCKINLEY ST
 COATS, NC 27521
 910.897.3257 ECLSGLOBAL.COM
 910.897.2329 (FAX) CO#C-4175

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 8, 2021

Item Details

Presenter(s): Colleen Merays, Downtown and Small Business Development Coordinator

Department(s): Economic Development

Requested Motion

Motion to amend the approved date of (June 5, 2021 & Rain Date of June 12, 2021) for the American Legion Spring Car show to add an additional Rain Date of (Saturday, June 19, 2021).

Approval Recommended?

Yes

Item Details

- Event Name: Apex American Legion Spring Car Show 2021
- Event Date & Time: Saturday, June 5, 2021 from 8:00 AM to 3:00 PM (*Cancelled*)
- Roads & Parking Closed Date & Time: Town Hall Parking Lot Closed June 5, 2021 from 7:00 AM to 5:00 PM
- Rain Date: (Saturday, June 12, 2021 from 8:00 AM to 3:00 PM) or (Saturday, June 19, 2021 from 8:00 AM to 3:00 PM)
- Event Organizer: Apex American Legion Post 124
- 2021 Co-Sponsorship Request: Trash bins and liners, electric connection, and water barricades to block Town Hall Parking Lot
- 2021 Estimated Town of Apex Cost: \$279.00
- Event Description: Car show in Town Hall parking lot.

Attachments

- N/A



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for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: June 8, 2021

Item Details

Presenter(s): Dianne Khin, Director of Planning and Community Development

Department(s): Planning and Community Development

Requested Motion

Public hearing and possible motion to adopt an Ordinance on the Question of Annexation - Apex Town Council's intent to annex HARP-BARR, LLC, Memphis & Maddox, LLC, Sweet Willie, LLC, William Douglas and Jean S. Poe, and Lennar Carolinas, LLC properties containing 157.234 acres located at 6401 Apex Barbecue Road and 1216 & 1330 South Salem Street, Annexation #706 into the Town's corporate limits.

Approval Recommended?

Yes, by the Planning and Community Development Department.

Item Details

The Town Clerk certifies to the investigation of said annexation.

Attachments

- Annexation Ordinance
- Annexation Petition
- Legal Description
- Map





TOWN OF APEX, NORTH CAROLINA
Municipality No. 333

After recording, please return to:
Donna Hosch, MMC, NCCMC, Town Clerk
Town of Apex
P.O. Box 250
Apex, NC 27502

ORDINANCE NO. 2021-0608-14
ANNEXATION PETITION NO. #706

HARP-BARR, LLC, Memphis & Maddox, LLC, Sweet Willie, LLC, William Douglas and
Jean S. Poe, and Lennar Carolinas (6401 Apex Barbecue Road, 1216 South Salem
Street, and 1330 South Salem Street)

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS
OF THE TOWN OF APEX, NORTH CAROLINA
P.O. Box 250, Apex, North Carolina 27502

WHEREAS, the Apex Town Council has been petitioned under G.S. § 160A-31, as amended, to annex the area described herein; and

WHEREAS, the Apex Town Council has by Resolution directed the Town Clerk to investigate the sufficiency of said petition; and

WHEREAS, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Apex Town Hall at 6:00 p.m. on June 8, 2021 after due notice by posting to the Town of Apex website, <http://www.apexnc.org/news/public-notice-legal-ads>; and

WHEREAS, the Apex Town Council does hereby find as a fact that said petition meets the requirements of G.S. § 160A-31, as amended.

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

Section 1. By virtue of the authority granted by G.S. § 160A-31, as amended, the territory described in the attached property description and also shown as "Annexation Area" on the below identified survey plat is hereby annexed and made part of the Town of Apex, North Carolina, as of the date of adoption of this Ordinance on June 8, 2021. The survey plat that describes the annexed territory is that certain survey plat entitled "Depot 499 Annexation Plat, The John R. McAdams Company, Inc., November 19, 2020" and recorded in Book of Maps book number 2021 and page number [REDACTED], Wake County Registry.

Section 2. Upon and after the adoption of this ordinance, the territory described herein and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Apex, North Carolina, and shall be entitled to the same privileges and benefits as other parts of the Town of Apex. Said territory shall be subject to municipal taxes according to G.S. § 160A-58.10, as amended.

Section 3. The Clerk of the Town of Apex, North Carolina shall cause to be recorded in the Office of the Register of Deeds of Wake County and in the Office of the Secretary of State at Raleigh, North Carolina and in the Office of the Wake County Board of Elections an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this Ordinance.

Adopted this the 8th day of June 2021.

Jacques K. Gilbert
Mayor

ATTEST:

Donna B. Hosch, MMC, NCCMC
Town Clerk

APPROVED AS TO FORM:

Laurie L. Hohe
Town Attorney

Legal Description

BEGINNING AT AN IRON PIPE IN THE NORTHERN PROPERTY LINE OF THE DARYL POE AND JEANNE POE TRACT; THENCE SOUTH 88°15'40" EAST 294.44 FEET TO A POINT; THENCE SOUTH 88°15'40" EAST 73.53 FEET TO AN IRON PIPE IN THE SOUTHERN RIGHT OF WAY OF APEX BARBECUE ROAD(VARIABLE WIDTH PUBLIC RIGHT OF WAY); THENCE SOUTH 88°17'21" EAST 166.15 FEET TO A POINT; THENCE SOUTH 66°51'11" EAST 52.41 FEET TO A POINT; THENCE SOUTH 66°15'45" EAST 53.82 FEET TO A POINT; THENCE SOUTH 65°14'19" EAST 41.62 FEET TO A POINT; THENCE NORTH 25°36'46" EAST 2.86 FEET TO A POINT; THENCE SOUTH 63°01'58" EAST 36.23 FEET TO A POINT; THENCE SOUTH 62°43'11" EAST 52.42 FEET TO A POINT; THENCE SOUTH 62°34'50" EAST 52.21 FEET TO A POINT; THENCE SOUTH 62°33'45" EAST 50.32 FEET TO A POINT; THENCE SOUTH 62°31'05" EAST 52.09 FEET TO A POINT; THENCE SOUTH 62°41'02" EAST 38.46 FEET TO A POINT; THENCE NORTH 27°30'20" EAST 20.00 FEET TO A POINT IN THE NORTHERN RIGHT OF WAY OF APEX BARBECUE ROAD (VARIABLE WIDTH PUBLIC RIGHT OF WAY); THENCE WITH SAID RIGHT OF WAY SOUTH 63°45'54" EAST 15.27 FEET TO A POINT; THENCE SOUTH 63°11'11" EAST 52.92 FEET TO A POINT; THENCE SOUTH 63°46'38" EAST 52.45 FEET TO A POINT; THENCE SOUTH 64°11'18" EAST 51.01 FEET TO A POINT; THENCE SOUTH 64°51'58" EAST 49.52 FEET TO A POINT; THENCE SOUTH 65°24'55" EAST 50.07 FEET TO A POINT; THENCE SOUTH 66°04'16" EAST 48.34 FEET TO A POINT; THENCE SOUTH 66°24'38" EAST 50.08 FEET TO A POINT; THENCE SOUTH 66°41'38" EAST 50.19 FEET TO A POINT; THENCE SOUTH 66°15'39" EAST 38.64 FEET TO AN IRON PIPE; THENCE LEAVING SAID RIGHT OF WAY SOUTH 45°09'49" WEST 21.52 FEET TO A POINT; THENCE SOUTH 66°29'41" EAST 17.50 FEET TO A POINT; THENCE SOUTH 66°51'15" EAST 51.02 FEET TO A POINT; THENCE SOUTH 67°29'37" EAST 46.49 FEET TO A POINT; THENCE SOUTH 69°10'44" EAST 47.69 FEET TO A POINT; THENCE SOUTH 70°48'55" EAST 47.97 FEET TO A POINT; THENCE SOUTH 72°26'29" EAST 49.98 FEET TO A POINT; THENCE SOUTH 73°56'45" EAST 48.27 FEET TO A POINT; THENCE SOUTH 74°36'34" EAST 49.46 FEET TO A POINT; THENCE SOUTH 74°35'50" EAST 50.79 FEET TO A POINT; THENCE SOUTH 74°07'44" EAST 48.03 FEET TO A POINT; THENCE SOUTH 73°53'30" EAST 1.43 FEET TO A POINT; THENCE SOUTH 00°46'03" WEST 62.04 FEET TO AN IRON PIPE; THENCE SOUTH 02°10'02" WEST 684.03 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF 91.26 FEET, WITH A RADIUS OF 2927.20 FEET, WITH A CHORD BEARING OF SOUTH 49°51'06" WEST, WITH A CHORD LENGTH OF 91.25 FEET TO A POINT; THENCE WITH A COMPOUND CURVE TO THE LEFT WITH AN ARC LENGTH OF 156.33 FEET, WITH A RADIUS OF 2830.49 FEET, WITH A CHORD BEARING OF SOUTH 47°19'16" WEST, WITH A CHORD LENGTH OF 156.31 FEET TO A POINT; THENCE NORTH 01°41'10" EAST 71.72 FEET TO AN IRON PIPE; THENCE SOUTH 46°03'02" WEST 85.16 FEET TO A POINT; THENCE SOUTH 44°07'53" WEST 101.67 FEET TO A POINT; THENCE SOUTH 42°07'43" WEST 101.98 FEET TO A POINT; THENCE SOUTH 40°06'18" WEST 101.05 FEET TO A POINT; THENCE SOUTH 38°00'20" WEST 102.25 FEET TO AN IRON PIPE; THENCE SOUTH 36°10'22" WEST 101.61 FEET TO A POINT; THENCE SOUTH 34°13'40" WEST 101.88 FEET TO A POINT; THENCE SOUTH 32°20'31" WEST 101.40 FEET TO A POINT; THENCE SOUTH 30°52'45" WEST 101.44 FEET TO AN IRON PIPE; THENCE SOUTH 29°32'30" WEST 100.74 FEET TO A POINT; THENCE SOUTH 28°00'14" WEST 101.56 FEET TO A POINT; THENCE SOUTH 26°31'43" WEST 101.76 FEET TO A POINT; THENCE SOUTH 24°59'56" WEST 101.74 FEET TO A POINT; THENCE SOUTH 23°14'59" WEST 38.23 FEET TO AN IRON PIPE; THENCE SOUTH 23°13'26" WEST 63.12 FEET TO A POINT; THENCE SOUTH 21°18'46"

WEST 102.56 FEET TO A POINT; THENCE SOUTH 19°14'15" WEST 102.34 FEET TO A POINT; THENCE SOUTH 17°17'15" WEST 101.06 FEET TO A POINT; THENCE SOUTH 16°16'37" WEST 100.94 FEET TO A POINT; THENCE SOUTH 16°30'48" WEST 99.68 FEET TO AN IRON PIPE; THENCE SOUTH 17°33'06" WEST 98.63 FEET TO A POINT; THENCE SOUTH 19°12'54" WEST 98.15 FEET TO A POINT; THENCE SOUTH 21°07'08" WEST 99.78 FEET TO A POINT; THENCE SOUTH 23°11'04" WEST 97.92 FEET TO A POINT; THENCE SOUTH 24°54'47" WEST 38.40 FEET TO A POINT; THENCE SOUTH 25°36'27" WEST 22.58 FEET TO AN IRON PIPE; THENCE NORTH 89°17'29" WEST 64.48 FEET TO AN IRON PIPE; THENCE WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF 66.11 FEET, WITH A RADIUS OF 2804.10 FEET, WITH A CHORD BEARING OF NORTH 25°32'13" EAST, WITH A CHORD LENGTH OF 66.11 FEET TO A POINT; THENCE NORTH 89°17'29" WEST 353.78 FEET TO A CONCRETE MONUMENT; THENCE NORTH 00°17'39" EAST 911.20 FEET TO AN IRON PIPE; THENCE SOUTH 89°59'35" WEST 879.26 FEET TO AN IRON PIPE; THENCE NORTH 88°24'26" WEST 416.05 FEET TO AN IRON PIPE; THENCE NORTH 88°58'59" WEST 428.33 FEET TO AN IRON PIPE; THENCE NORTH 89°42'10" WEST 67.13 FEET TO AN IRON PIPE IN THE EASTERN RIGHT OF WAY OF N.C. HIGHWAY 540 (VARIABLE WIDTH PUBLIC RIGHT OF WAY); THENCE WITH SAID RIGHT OF WAY NORTH 14°10'11" WEST 25.98 FEET TO A CONCRETE MONUMENT; THENCE NORTH 29°27'03" WEST 279.28 FEET TO A CONCRETE MONUMENT; THENCE NORTH 10°30'20" WEST 258.11 FEET TO A CONCRETE MONUMENT; THENCE NORTH 31°49'46" WEST 302.09 FEET TO A CONCRETE MONUMENT; THENCE NORTH 19°25'27" WEST 348.05 FEET TO AN IRON PIPE; THENCE NORTH 01°06'22" EAST 289.07 FEET TO AN IRON PIPE IN THE CENTERLINE OF A CREEK; THENCE WITH SAID CENTERLINE SOUTH 62°05'16" EAST 8.68 FEET TO A POINT; THENCE SOUTH 75°58'33" EAST 23.59 FEET TO A POINT; THENCE SOUTH 54°32'13" EAST 16.14 FEET TO A POINT; THENCE SOUTH 28°27'52" EAST 21.06 FEET TO A POINT; THENCE SOUTH 52°11'00" EAST 19.37 FEET TO A POINT; THENCE NORTH 80°16'49" EAST 16.94 FEET TO A POINT; THENCE NORTH 27°19'34" EAST 14.43 FEET TO A POINT; THENCE NORTH 74°27'19" EAST 9.44 FEET TO A POINT; THENCE SOUTH 50°24'04" EAST 7.19 FEET TO A POINT; THENCE SOUTH 36°21'02" EAST 23.88 FEET TO A POINT; THENCE NORTH 39°19'42" EAST 12.17 FEET TO A POINT; THENCE NORTH 05°51'07" WEST 17.89 FEET TO A POINT; THENCE NORTH 50°03'59" EAST 8.76 FEET TO A POINT; THENCE SOUTH 73°12'41" EAST 16.32 FEET TO A POINT; THENCE SOUTH 21°18'53" EAST 18.47 FEET TO A POINT; THENCE SOUTH 72°13'16" EAST 13.54 FEET TO A POINT; THENCE NORTH 61°51'46" EAST 21.65 FEET TO A POINT; THENCE NORTH 74°00'24" EAST 50.54 FEET TO A POINT; THENCE NORTH 19°57'12" EAST 44.74 FEET TO A POINT; THENCE NORTH 06°03'59" WEST 20.11 FEET TO A POINT; THENCE NORTH 35°44'44" EAST 23.04 FEET TO A POINT; THENCE NORTH 69°35'37" EAST 22.30 FEET TO A POINT; THENCE SOUTH 84°36'00" EAST 31.56 FEET TO A POINT; THENCE NORTH 68°46'46" EAST 23.80 FEET TO A POINT; THENCE NORTH 88°42'18" EAST 17.10 FEET TO A POINT; THENCE SOUTH 54°50'03" EAST 18.40 FEET TO A POINT; THENCE NORTH 80°46'03" EAST 40.56 FEET TO A POINT; THENCE NORTH 58°20'09" EAST 25.29 FEET TO A POINT; THENCE NORTH 44°32'26" EAST 24.34 FEET TO A POINT; THENCE NORTH 71°02'31" EAST 19.10 FEET TO A POINT; THENCE NORTH 47°24'16" EAST 37.55 FEET TO A POINT; THENCE NORTH 81°51'36" EAST 25.80 FEET TO A POINT; THENCE NORTH 36°15'39" EAST 27.41 FEET TO A POINT; THENCE NORTH 20°21'02" WEST 17.38 FEET TO A POINT; THENCE NORTH 11°59'13" EAST 2.08 FEET TO A POINT; THENCE NORTH 58°12'58" EAST 29.12 FEET TO A POINT; THENCE NORTH 82°43'32" EAST 21.16 FEET TO A POINT; THENCE NORTH 05°01'51" WEST 12.48 FEET TO A POINT; THENCE NORTH 77°16'23" WEST 12.42 FEET TO A POINT; THENCE NORTH 37°17'58" EAST 22.50 FEET TO A POINT; THENCE NORTH

73°27'07" EAST 34.86 FEET TO A POINT; THENCE NORTH 03°15'44" EAST 13.46 FEET TO A POINT; THENCE NORTH 45°09'32" WEST 11.24 FEET TO A POINT; THENCE NORTH 53°48'21" EAST 6.23 FEET TO A POINT; THENCE SOUTH 68°53'55" EAST 13.88 FEET TO A POINT; THENCE NORTH 60°34'12" EAST 52.94 FEET TO A POINT; THENCE NORTH 78°46'01" EAST 46.77 FEET TO A POINT; THENCE NORTH 67°46'44" EAST 48.56 FEET TO A POINT; THENCE NORTH 74°58'45" EAST 43.00 FEET TO A POINT; THENCE SOUTH 89°36'23" EAST 38.18 FEET TO A POINT; THENCE SOUTH 79°42'51" EAST 22.68 FEET TO A POINT; THENCE SOUTH 29°26'17" EAST 17.84 FEET TO A POINT; THENCE NORTH 69°48'36" EAST 16.45 FEET TO A POINT; THENCE SOUTH 68°17'51" EAST 51.96 FEET TO A POINT; THENCE NORTH 73°12'05" EAST 27.64 FEET TO A POINT; THENCE SOUTH 79°24'02" EAST 15.42 FEET TO A POINT; THENCE SOUTH 74°12'31" EAST 45.28 FEET TO A POINT; THENCE SOUTH 39°16'28" EAST 36.13 FEET TO A POINT; THENCE SOUTH 08°43'30" WEST 18.30 FEET TO A POINT; THENCE SOUTH 50°53'39" EAST 18.00 FEET TO A POINT; THENCE NORTH 88°17'02" EAST 36.36 FEET TO A POINT; THENCE SOUTH 13°58'03" EAST 21.80 FEET TO A POINT; THENCE SOUTH 81°03'00" EAST 42.96 FEET TO A POINT; THENCE SOUTH 30°57'25" EAST 26.88 FEET TO A POINT; THENCE SOUTH 75°54'58" EAST 40.54 FEET TO A POINT; THENCE SOUTH 70°25'00" EAST 15.28 FEET TO A POINT; THENCE NORTH 84°19'40" EAST 27.52 FEET TO A POINT; THENCE SOUTH 80°36'18" EAST 37.25 FEET TO A POINT; THENCE SOUTH 42°44'12" WEST 13.86 FEET TO A POINT; THENCE SOUTH 64°51'55" WEST 13.95 FEET TO A POINT; THENCE SOUTH 64°16'15" EAST 26.38 FEET TO A POINT; THENCE SOUTH 51°02'50" EAST 20.28 FEET TO A POINT; THENCE SOUTH 76°30'27" EAST 49.09 FEET TO A POINT; THENCE SOUTH 02°56'27" WEST 22.78 FEET TO A POINT; THENCE SOUTH 68°53'00" EAST 39.44 FEET TO A POINT; THENCE SOUTH 74°05'57" EAST 21.64 FEET TO A POINT; THENCE NORTH 54°46'33" EAST 12.67 FEET TO A POINT; THENCE SOUTH 78°44'03" EAST 50.69 FEET TO A POINT; THENCE SOUTH 17°24'42" EAST 10.77 FEET TO A POINT; THENCE NORTH 81°02'40" EAST 18.57 FEET TO A POINT; THENCE NORTH 57°30'16" EAST 25.96 FEET TO A POINT; THENCE SOUTH 49°12'49" EAST 22.49 FEET TO A POINT; THENCE SOUTH 75°13'50" EAST 36.68 FEET TO A POINT; THENCE NORTH 43°03'04" EAST 18.03 FEET TO A POINT; THENCE SOUTH 43°29'16" EAST 25.33 FEET TO A POINT; THENCE NORTH 84°54'55" EAST 33.14 FEET TO A POINT; THENCE SOUTH 49°52'36" EAST 29.02 FEET TO A POINT; THENCE NORTH 47°30'27" EAST 22.64 FEET TO A POINT; THENCE SOUTH 44°10'50" EAST 48.34 FEET TO A POINT; THENCE NORTH 77°35'58" EAST 27.83 FEET TO A POINT; THENCE SOUTH 44°55'44" EAST 20.62 FEET TO A POINT; THENCE NORTH 67°39'06" EAST 23.64 FEET TO A POINT; THENCE NORTH 09°17'48" WEST 14.71 FEET TO A POINT; THENCE NORTH 56°08'00" EAST 16.99 FEET TO A POINT; THENCE SOUTH 84°08'50" EAST 9.11 FEET TO A POINT; THENCE SOUTH 21°28'59" EAST 19.37 FEET TO A POINT; THENCE NORTH 77°01'03" EAST 25.20 FEET TO A POINT; THENCE NORTH 52°22'39" EAST 13.09 FEET TO A POINT; THENCE NORTH 34°19'37" EAST 31.41 FEET TO A POINT; THENCE SOUTH 83°30'24" EAST 9.86 FEET TO A POINT; THENCE SOUTH 73°18'34" EAST 60.44 FEET TO A POINT; THENCE NORTH 25°37'49" EAST 32.53 FEET TO A POINT; THENCE SOUTH 40°49'03" EAST 28.47 FEET TO A POINT; THENCE NORTH 36°58'17" EAST 21.69 FEET TO A POINT; THENCE SOUTH 76°44'46" EAST 21.44 FEET TO A POINT; THENCE SOUTH 14°26'49" WEST 27.21 FEET TO A POINT; THENCE SOUTH 86°41'52" EAST 6.78 FEET TO A POINT; THENCE NORTH 87°14'33" EAST 24.64 FEET TO A POINT; THENCE SOUTH 40°22'08" EAST 36.29 FEET TO A POINT; THENCE SOUTH 13°37'04" EAST 24.06 FEET TO A POINT; THENCE SOUTH 82°58'59" EAST 35.03 FEET TO A POINT; THENCE SOUTH 73°33'17" EAST 23.68 FEET TO A POINT; THENCE SOUTH 25°37'21" EAST 34.01 FEET TO A POINT; THENCE SOUTH 06°57'32" EAST 21.00 FEET TO A POINT; THENCE SOUTH 53°23'42" EAST 38.38

FEET TO A POINT; THENCE SOUTH 83°14'09" EAST 8.53 FEET TO A POINT; THENCE NORTH 33°23'35" EAST 11.26 FEET TO A POINT; THENCE SOUTH 68°50'30" EAST 18.96 FEET TO A POINT; THENCE NORTH 81°37'03" EAST 18.18 FEET TO A POINT; THENCE SOUTH 39°21'14" EAST 5.22 FEET TO A POINT; THENCE LEAVING THE CENTERLINE OF SAID CREEK NORTH 00°20'56" EAST 1168.68 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 6,849,127 SQUARE FEET, 157.234 ACRES AND BEING THE SAME AREA AS SHOWN ON THE PLAT BY THE JOHN R MCADAMS COMPANY TITLED ANNEXATION MAP OF DEPOT 499 DATED NOVEMBER 19TH, 2020.

STATE OF NORTH CAROLINA

COUNTY OF WAKE

CLERK'S CERTIFICATION

I, Donna B. Hosch, MMC, NCCMC, Town Clerk, Town of Apex, North Carolina, do hereby certify the foregoing is a true and correct copy of Annexation Ordinance No. 2021-0608-14, adopted at a meeting of the Town Council, on the 8th day of June, 2021, the original of which will be on file in the Office of the Town Clerk of Apex, North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official Seal of the Town of Apex, North Carolina, this the 9th day of June 2021.

Donna B. Hosch, MMC, NCCMC
Town Clerk

(SEAL)

PETITION FOR VOLUNTARY ANNEXATION

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Application #: 706
Fee Paid \$ 200.00

Submittal Date: 3/26/2021
Check # 119656

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

OWNER INFORMATION

HARP-BARR, LLC, MEMPHIS & MADDOX, LLC, SWEET WILLIE, LLC

Owner Name (Please Print)

Phone

Williams Douglas Poe and Jean S. Poe

Owner Name (Please Print)

Phone

Lennar Carolinas, LLC

Owner Name (Please Print)

Phone

0731662438

Property PIN or Deed Book & Page #

dougpoe@bellsouth.net

E-mail Address

0731766588

Property PIN or Deed Book & Page #

dougpoe@bellsouth.net

E-mail Address

0731676714

Property PIN or Deed Book & Page #

stephen.dorn@lennar.com

E-mail Address

SURVEYOR INFORMATION

Surveyor: McAdams; Tim Mersinger

Phone: 919-361-5000

Fax: _____

E-mail Address: mersinger@mcadamsco.com

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	<u>157.234 ac</u>	Need water service due to well failure	<input type="checkbox"/>
Population of acreage to be annexed:	<u>New development</u>	Need sewer service due to septic system failure	<input type="checkbox"/>
Existing # of housing units:	<u>0</u>	Water service (new construction)	<input checked="" type="checkbox"/>
Proposed # of housing units:	<u>1,500</u>	Sewer service (new construction)	<input checked="" type="checkbox"/>
Zoning District*:	<u>PUD-CZ</u>	Receive Town Services	<input checked="" type="checkbox"/>

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

PETITION FOR VOLUNTARY ANNEXATION

Application #:

706

Submittal Date:

3/26/21

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, Sweet Willie, LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 23 day of Feb, 2021.

Name of Limited Liability Company Sweet Willie LLC

By:

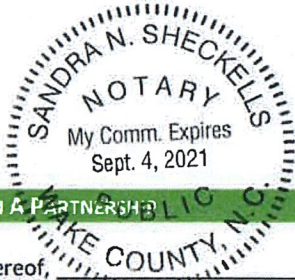
[Signature]
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, William Poe, a Notary Public for the above State and County, this the 23 day of Feb, 2021.

[Signature]
Notary Public

SEAL



My Commission Expires:

9-4-2021

COMPLETE IF IN A PARTNERSHIP

In witness whereof, _____, a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the _____ day of _____, 20____.

Name of Partnership _____

By:

Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #:

706

Submittal Date:

3/24/21

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, Harp-Barr, LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 23 day of Feb, 2021.

Name of Limited Liability Company HARP-BARR LLC

By:

Wm Douglas Poe

Signature of Member/Manager

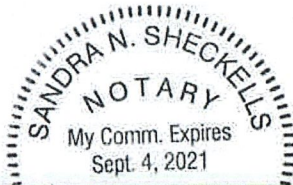
STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, William Douglas Poe, a Notary Public for the above State and County, this the 23 day of Feb, 2021

[Signature]

Notary Public

SEAL



My Commission Expires:

9-4-2021

COMPLETE IF IN A PARTNERSHIP

In witness whereof, _____, a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the _____ day of _____, 20____.

Name of Partnership _____

By:

Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #:

706

Submittal Date:

3/26/21

COMPLETE IF SIGNED BY INDIVIDUALS:

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

William Douglas Poe

Please Print

William Douglas Poe

Signature

Jean S Poe

Please Print

Jean S. Poe

Signature

Please Print

Signature

Please Print

Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, William Douglas Poe, a Notary Public for the above State and County,
this the 23 day of Feb, 2021.

Notary Public

SEAL

My Commission Expires:

9-4-2021

COMPLETE IF A CORPORATION:

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

Corporate Name

SEAL

By:

President (Signature)

Attest:

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires:

PETITION FOR VOLUNTARY ANNEXATION

Application #: 706

Submittal Date: 3/26/21

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, Memphis + Maddox LLC, a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 23 day of February, 2021.

Name of Limited Liability Company MEMPHIS & MADDOX LLC

By: [Signature]
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Susan Garrett, a Notary Public for the above State and County, this the 23 day of February, 2021.

[Signature]
Notary Public

My Commission Expires: 12/2/2024

COMPLETE IF IN A PARTNERSHIP

In witness whereof, _____, a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the _____ day of _____, 20____.

Name of Partnership _____

By: _____
Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: 706

Submittal Date: 3/26/21

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, LENNAR CAROLINA'S limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 3 day of May, 2021.

Name of Limited Liability Company LENNAR CAROLINA'S, LLC

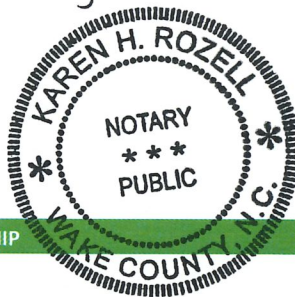
By: _____

Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Karen H Rozell, a Notary Public for the above State and County, this the 3 day of May, 2021.

SEAL



Karen H Rozell

Notary Public

Karen H Rozell

My Commission Expires: 4-17-2025

COMPLETE IF IN A PARTNERSHIP

In witness whereof, _____, a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the ____ day of _____, 20____.

Name of Partnership _____

By: _____

Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

SEAL

Notary Public

My Commission Expires: _____

BEGINNING AT AN IRON PIPE IN THE NORTHERN PROPERTY LINE OF THE DARYL POE AND JEANNE POE TRACT; THENCE SOUTH 88°15'40" EAST 294.44 FEET TO A POINT; THENCE SOUTH 88°15'40" EAST 73.53 FEET TO AN IRON PIPE IN THE SOUTHERN RIGHT OF WAY OF APEX BARBEQUE ROAD (VARIABLE WIDTH PUBLIC RIGHT OF WAY); THENCE SOUTH 88°17'21" EAST 166.15 FEET TO A POINT; THENCE SOUTH 66°51'11" EAST 52.41 FEET TO A POINT; THENCE SOUTH 66°15'45" EAST 53.82 FEET TO A POINT; THENCE SOUTH 65°14'19" EAST 41.62 FEET TO A POINT; THENCE NORTH 25°36'46" EAST 2.86 FEET TO A POINT; THENCE SOUTH 63°01'58" EAST 36.23 FEET TO A POINT; THENCE SOUTH 62°43'11" EAST 52.42 FEET TO A POINT; THENCE SOUTH 62°34'50" EAST 52.21 FEET TO A POINT; THENCE SOUTH 62°33'45" EAST 50.32 FEET TO A POINT; THENCE SOUTH 62°31'05" EAST 52.09 FEET TO A POINT; THENCE SOUTH 62°41'02" EAST 38.46 FEET TO A POINT; THENCE NORTH 27°30'20" EAST 20.00 FEET TO A POINT IN THE NORTHERN RIGHT OF WAY OF APEX BARBEQUE ROAD (VARIABLE WITH PUBLIC RIGHT OF WAY); THENCE WITH SAID RIGHT OF WAY SOUTH 63°45'54" EAST 15.27 FEET TO A POINT; THENCE SOUTH 63°11'11" EAST 52.92 FEET TO A POINT; THENCE SOUTH 63°46'38" EAST 52.45 FEET TO A POINT; THENCE SOUTH 64°11'18" EAST 51.01 FEET TO A POINT; THENCE SOUTH 64°51'58" EAST 49.52 FEET TO A POINT; THENCE SOUTH 65°24'55" EAST 50.07 FEET TO A POINT; THENCE SOUTH 66°04'16" EAST 48.34 FEET TO A POINT; THENCE SOUTH 66°24'38" EAST 50.08 FEET TO A POINT; THENCE SOUTH 66°41'38" EAST 50.19 FEET TO A POINT; THENCE SOUTH 66°15'39" EAST 38.64 FEET TO AN IRON PIPE; THENCE LEAVING SAID RIGHT OF WAY SOUTH 45°09'49" WEST 21.52 FEET TO A POINT; THENCE SOUTH 66°29'41" EAST 17.50 FEET TO A POINT; THENCE SOUTH 66°51'15" EAST 51.02 FEET TO A POINT; THENCE SOUTH 67°29'37" EAST 46.49 FEET TO A POINT; THENCE SOUTH 69°10'44" EAST 47.69 FEET TO A POINT; THENCE SOUTH 70°48'55" EAST 47.97 FEET TO A POINT; THENCE SOUTH 72°26'29" EAST 49.98 FEET TO A POINT; THENCE SOUTH 73°56'45" EAST 48.27 FEET TO A POINT; THENCE SOUTH 74°36'34" EAST 49.46 FEET TO A POINT; THENCE SOUTH 74°35'50" EAST 50.79 FEET TO A POINT; THENCE SOUTH 74°07'44" EAST 48.03 FEET TO A POINT; THENCE SOUTH 73°53'30" EAST 1.43 FEET TO A POINT; THENCE SOUTH 00°46'03" WEST 62.04 FEET TO AN IRON PIPE; THENCE SOUTH 02°10'02" WEST 684.03 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF 91.26 FEET, WITH A RADIUS OF 2927.20 FEET, WITH A CHORD BEARING OF SOUTH 49°51'06" WEST, WITH A CHORD LENGTH OF 91.25 FEET TO A POINT; THENCE WITH A COMPOUND CURVE TO THE LEFT WITH AN ARC LENGTH OF 156.33 FEET, WITH A RADIUS OF 2830.49 FEET, WITH A CHORD BEARING OF SOUTH 47°19'16" WEST, WITH A CHORD LENGTH OF 156.31 FEET TO A POINT; THENCE NORTH 01°41'10" EAST 71.72 FEET TO AN IRON PIPE; THENCE SOUTH 46°03'02" WEST 85.16 FEET TO A POINT; THENCE SOUTH 44°07'53" WEST 101.67 FEET TO A POINT; THENCE SOUTH 42°07'43" WEST 101.98 FEET TO A POINT; THENCE SOUTH 40°06'18" WEST 101.05 FEET TO A POINT; THENCE SOUTH 38°00'20" WEST 102.25 FEET TO AN IRON PIPE; THENCE SOUTH 36°10'22" WEST 101.61 FEET TO A POINT; THENCE SOUTH 34°13'40" WEST 101.88 FEET TO A POINT; THENCE SOUTH 32°20'31" WEST 101.40 FEET TO A POINT; THENCE SOUTH 30°52'45" WEST 101.44 FEET TO AN IRON PIPE; THENCE SOUTH 29°32'30" WEST 100.74 FEET TO A POINT; THENCE SOUTH 28°00'14" WEST 101.56 FEET TO A POINT; THENCE SOUTH 26°31'43" WEST 101.76 FEET TO A POINT; THENCE SOUTH 24°59'56" WEST 101.74 FEET TO A POINT; THENCE SOUTH 23°14'59" WEST 38.23 FEET TO AN IRON PIPE; THENCE SOUTH 23°13'26" WEST 63.12 FEET TO A POINT; THENCE SOUTH 21°18'46" WEST 102.56 FEET TO A POINT; THENCE SOUTH 19°14'15" WEST 102.34 FEET TO A POINT; THENCE SOUTH 17°17'15" WEST 101.06 FEET TO A POINT; THENCE SOUTH 16°16'37" WEST 100.94 FEET TO A POINT; THENCE SOUTH 16°30'48" WEST 99.68 FEET TO AN IRON PIPE; THENCE SOUTH 17°33'06" WEST 98.63 FEET TO A POINT; THENCE SOUTH 19°12'54" WEST 98.15 FEET TO A POINT; THENCE SOUTH 21°07'08" WEST 99.78 FEET TO A POINT; THENCE SOUTH 23°11'04" WEST 97.92 FEET TO A POINT; THENCE SOUTH 24°54'47" WEST 38.40 FEET TO A POINT; THENCE SOUTH 25°36'27" WEST 22.58 FEET TO AN IRON PIPE; THENCE NORTH 89°17'29" WEST 64.48 FEET TO AN IRON PIPE; THENCE WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF 66.11 FEET, WITH A RADIUS OF 2804.10 FEET, WITH A CHORD BEARING OF NORTH 25°32'13" EAST, WITH A CHORD LENGTH OF 66.11 FEET TO A

POINT; THENCE NORTH 89°17'29" WEST 353.78 FEET TO A CONCRETE MONUMENT; THENCE NORTH 00°17'39" EAST 911.20 FEET TO AN IRON PIPE; THENCE SOUTH 89°59'35" WEST 879.26 FEET TO AN IRON PIPE; THENCE NORTH 88°24'26" WEST 416.05 FEET TO AN IRON PIPE; THENCE NORTH 88°58'59" WEST 428.33 FEET TO AN IRON PIPE; THENCE NORTH 89°42'10" WEST 67.13 FEET TO AN IRON PIPE IN THE EASTERN RIGHT OF WAY OF N.C. HIGHWAY 540 (VARIABLE WIDTH PUBLIC RIGHT OF WAY); THENCE WITH SAID RIGHT OF WAY NORTH 14°10'11" WEST 25.98 FEET TO A CONCRETE MONUMENT; THENCE NORTH 29°27'03" WEST 279.28 FEET TO A CONCRETE MONUMENT; THENCE NORTH 10°30'20" WEST 258.11 FEET TO A CONCRETE MONUMENT; THENCE NORTH 31°49'46" WEST 302.09 FEET TO A CONCRETE MONUMENT; THENCE NORTH 19°25'27" WEST 348.05 FEET TO AN IRON PIPE; THENCE NORTH 01°06'22" EAST 289.07 FEET TO AN IRON PIPE IN THE CENTERLINE OF A CREEK; THENCE WITH SAID CENTERLINE SOUTH 62°05'16" EAST 8.68 FEET TO A POINT; THENCE SOUTH 75°58'33" EAST 23.59 FEET TO A POINT; THENCE SOUTH 54°32'13" EAST 16.14 FEET TO A POINT; THENCE SOUTH 28°27'52" EAST 21.06 FEET TO A POINT; THENCE SOUTH 52°11'00" EAST 19.37 FEET TO A POINT; THENCE NORTH 80°16'49" EAST 16.94 FEET TO A POINT; THENCE NORTH 27°19'34" EAST 14.43 FEET TO A POINT; THENCE NORTH 74°27'19" EAST 9.44 FEET TO A POINT; THENCE SOUTH 50°24'04" EAST 7.19 FEET TO A POINT; THENCE SOUTH 36°21'02" EAST 23.88 FEET TO A POINT; THENCE NORTH 39°19'42" EAST 12.17 FEET TO A POINT; THENCE NORTH 05°51'07" WEST 17.89 FEET TO A POINT; THENCE NORTH 50°03'59" EAST 8.76 FEET TO A POINT; THENCE SOUTH 73°12'41" EAST 16.32 FEET TO A POINT; THENCE SOUTH 21°18'53" EAST 18.47 FEET TO A POINT; THENCE SOUTH 72°13'16" EAST 13.54 FEET TO A POINT; THENCE NORTH 61°51'46" EAST 21.65 FEET TO A POINT; THENCE NORTH 74°00'24" EAST 50.54 FEET TO A POINT; THENCE NORTH 19°57'12" EAST 44.74 FEET TO A POINT; THENCE NORTH 06°03'59" WEST 20.11 FEET TO A POINT; THENCE NORTH 35°44'44" EAST 23.04 FEET TO A POINT; THENCE NORTH 69°35'37" EAST 22.30 FEET TO A POINT; THENCE SOUTH 84°36'00" EAST 31.56 FEET TO A POINT; THENCE NORTH 68°46'46" EAST 23.80 FEET TO A POINT; THENCE NORTH 88°42'18" EAST 17.10 FEET TO A POINT; THENCE SOUTH 54°50'03" EAST 18.40 FEET TO A POINT; THENCE NORTH 80°46'03" EAST 40.56 FEET TO A POINT; THENCE NORTH 58°20'09" EAST 25.29 FEET TO A POINT; THENCE NORTH 44°32'26" EAST 24.34 FEET TO A POINT; THENCE NORTH 71°02'31" EAST 19.10 FEET TO A POINT; THENCE NORTH 47°24'16" EAST 37.55 FEET TO A POINT; THENCE NORTH 81°51'36" EAST 25.80 FEET TO A POINT; THENCE NORTH 36°15'39" EAST 27.41 FEET TO A POINT; THENCE NORTH 20°21'02" WEST 17.38 FEET TO A POINT; THENCE NORTH 11°59'13" EAST 2.08 FEET TO A POINT; THENCE NORTH 58°12'58" EAST 29.12 FEET TO A POINT; THENCE NORTH 82°43'32" EAST 21.16 FEET TO A POINT; THENCE NORTH 05°01'51" WEST 12.48 FEET TO A POINT; THENCE NORTH 77°16'23" WEST 12.42 FEET TO A POINT; THENCE NORTH 37°17'58" EAST 22.50 FEET TO A POINT; THENCE NORTH 73°27'07" EAST 34.86 FEET TO A POINT; THENCE NORTH 03°15'44" EAST 13.46 FEET TO A POINT; THENCE NORTH 45°09'32" WEST 11.24 FEET TO A POINT; THENCE NORTH 53°48'21" EAST 6.23 FEET TO A POINT; THENCE SOUTH 68°53'55" EAST 13.88 FEET TO A POINT; THENCE NORTH 60°34'12" EAST 52.94 FEET TO A POINT; THENCE NORTH 78°46'01" EAST 46.77 FEET TO A POINT; THENCE NORTH 67°46'44" EAST 48.56 FEET TO A POINT; THENCE NORTH 74°58'45" EAST 43.00 FEET TO A POINT; THENCE SOUTH 89°36'23" EAST 38.18 FEET TO A POINT; THENCE SOUTH 79°42'51" EAST 22.68 FEET TO A POINT; THENCE SOUTH 29°26'17" EAST 17.84 FEET TO A POINT; THENCE NORTH 69°48'36" EAST 16.45 FEET TO A POINT; THENCE SOUTH 68°17'51" EAST 51.96 FEET TO A POINT; THENCE NORTH 73°12'05" EAST 27.64 FEET TO A POINT; THENCE SOUTH 79°24'02" EAST 15.42 FEET TO A POINT; THENCE SOUTH 74°12'31" EAST 45.28 FEET TO A POINT; THENCE SOUTH 39°16'28" EAST 36.13 FEET TO A POINT; THENCE SOUTH 08°43'30" WEST 18.30 FEET TO A POINT; THENCE SOUTH 50°53'39" EAST 18.00 FEET TO A POINT; THENCE NORTH 88°17'02" EAST 36.36 FEET TO A POINT; THENCE SOUTH 13°58'03" EAST 21.80 FEET TO A POINT; THENCE SOUTH 81°03'00" EAST 42.96 FEET TO A POINT; THENCE SOUTH 30°57'25" EAST 26.88 FEET TO A POINT; THENCE SOUTH 75°54'58" EAST 40.54 FEET TO A POINT; THENCE SOUTH 70°25'00" EAST 15.28 FEET TO A POINT; THENCE NORTH 84°19'40" EAST 27.52 FEET TO A POINT; THENCE SOUTH 80°36'18" EAST 37.25 FEET

TO A POINT; THENCE SOUTH 42°44'12" WEST 13.86 FEET TO A POINT; THENCE SOUTH 64°51'55" WEST 13.95 FEET TO A POINT; THENCE SOUTH 64°16'15" EAST 26.38 FEET TO A POINT; THENCE SOUTH 51°02'50" EAST 20.28 FEET TO A POINT; THENCE SOUTH 76°30'27" EAST 49.09 FEET TO A POINT; THENCE SOUTH 02°56'27" WEST 22.78 FEET TO A POINT; THENCE SOUTH 68°53'00" EAST 39.44 FEET TO A POINT; THENCE SOUTH 74°05'57" EAST 21.64 FEET TO A POINT; THENCE NORTH 54°46'33" EAST 12.67 FEET TO A POINT; THENCE SOUTH 78°44'03" EAST 50.69 FEET TO A POINT; THENCE SOUTH 17°24'42" EAST 10.77 FEET TO A POINT; THENCE NORTH 81°02'40" EAST 18.57 FEET TO A POINT; THENCE NORTH 57°30'16" EAST 25.96 FEET TO A POINT; THENCE SOUTH 49°12'49" EAST 22.49 FEET TO A POINT; THENCE SOUTH 75°13'50" EAST 36.68 FEET TO A POINT; THENCE NORTH 43°03'04" EAST 18.03 FEET TO A POINT; THENCE SOUTH 43°29'16" EAST 25.33 FEET TO A POINT; THENCE NORTH 84°54'55" EAST 33.14 FEET TO A POINT; THENCE SOUTH 49°52'36" EAST 29.02 FEET TO A POINT; THENCE NORTH 47°30'27" EAST 22.64 FEET TO A POINT; THENCE SOUTH 44°10'50" EAST 48.34 FEET TO A POINT; THENCE NORTH 77°35'58" EAST 27.83 FEET TO A POINT; THENCE SOUTH 44°55'44" EAST 20.62 FEET TO A POINT; THENCE NORTH 67°39'06" EAST 23.64 FEET TO A POINT; THENCE NORTH 09°17'48" WEST 14.71 FEET TO A POINT; THENCE NORTH 56°08'00" EAST 16.99 FEET TO A POINT; THENCE SOUTH 84°08'50" EAST 9.11 FEET TO A POINT; THENCE SOUTH 21°28'59" EAST 19.37 FEET TO A POINT; THENCE NORTH 77°01'03" EAST 25.20 FEET TO A POINT; THENCE NORTH 52°22'39" EAST 13.09 FEET TO A POINT; THENCE NORTH 34°19'37" EAST 31.41 FEET TO A POINT; THENCE SOUTH 83°30'24" EAST 9.86 FEET TO A POINT; THENCE SOUTH 73°18'34" EAST 60.44 FEET TO A POINT; THENCE NORTH 25°37'49" EAST 32.53 FEET TO A POINT; THENCE SOUTH 40°49'03" EAST 28.47 FEET TO A POINT; THENCE NORTH 36°58'17" EAST 21.69 FEET TO A POINT; THENCE SOUTH 76°44'46" EAST 21.44 FEET TO A POINT; THENCE SOUTH 14°26'49" WEST 27.21 FEET TO A POINT; THENCE SOUTH 86°41'52" EAST 6.78 FEET TO A POINT; THENCE NORTH 87°14'33" EAST 24.64 FEET TO A POINT; THENCE SOUTH 40°22'08" EAST 36.29 FEET TO A POINT; THENCE SOUTH 13°37'04" EAST 24.06 FEET TO A POINT; THENCE SOUTH 82°58'59" EAST 35.03 FEET TO A POINT; THENCE SOUTH 73°33'17" EAST 23.68 FEET TO A POINT; THENCE SOUTH 25°37'21" EAST 34.01 FEET TO A POINT; THENCE SOUTH 06°57'32" EAST 21.00 FEET TO A POINT; THENCE SOUTH 53°23'42" EAST 38.38 FEET TO A POINT; THENCE SOUTH 83°14'09" EAST 8.53 FEET TO A POINT; THENCE NORTH 33°23'35" EAST 11.26 FEET TO A POINT; THENCE SOUTH 68°50'30" EAST 18.96 FEET TO A POINT; THENCE NORTH 81°37'03" EAST 18.18 FEET TO A POINT; THENCE SOUTH 39°21'14" EAST 5.22 FEET TO A POINT; THENCE LEAVING THE CENTERLIN OF SAID CREEK NORTH 00°20'56" EAST 1168.68 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 6,849,127 SQUARE FEET, 157.234 ACRES AND BEING THE SAME AREA AS SHOWN ON THE PLAT BY THE JOHN R MCADAMS COMPANY TITLED ANNEXATION MAP OF DEPOT 499 DATED NOVEMBER 19TH, 2020.

GENERAL NOTES

1. THIS IS A SURVEY OF AN EXISTING PARCEL(S) OF LAND. THIS IS AN ANNEXATION SURVEY.
2. BEARINGS FOR THIS SURVEY ARE BASED ON NAD 83(2001).
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
4. ZONING: PUD-CZ
5. AREA BY COORDINATE GEOMETRY.
6. FLOOD NOTE: THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONE "X" AS DEFINED BY F.E.M.A F.I.R.M COMMUNITY PANEL #3720073100J DATED MAY 2, 2006.
7. UTILITY STATEMENT

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

SURVEYOR'S CERTIFICATE

I, JAMES S. ARMSTRONG, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 12121, PAGE 472); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK _____, PAGE _____; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:55,804±; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 30TH DAY OF APRIL, A.D., 2021.

JAMES S. ARMSTRONG, PROFESSIONAL LAND SURVEYOR L-4411

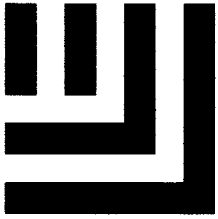
TYPE OF PLAT

I HEREBY CERTIFY THIS PLAT OF THE FOLLOWING TYPE: G.S. 47-30 (F)(11)(C)(i). THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET. FOR THE PURPOSES OF THIS SUBSECTION AN "EXISTING PARCEL" OR "EXISTING EASEMENT" IS AN AREA OF LAND DESCRIBED IN A SINGLE, LEGAL DESCRIPTION OR LEGALLY RECORDED SUBDIVISION THAT HAS BEEN OR MAY BE LEGALLY CONVEYED TO A NEW OWNER BY DEED IN ITS EXISTING CONFIGURATION.

PROFESSIONAL LAND SURVEYOR

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2927.20'	91.26'	91.25'	S 49°51'06" W
C2	2830.49'	156.33'	156.31'	S 47°19'16" W
C3	2804.10'	66.11'	66.11'	N 25°32'13" E

LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 88°15'40"	E 73.53'	L122	S 79°42'51"	E 22.68'
L2	S 88°17'21"	E 166.15'	L123	S 29°26'17"	E 17.84'
L3	S 66°51'11"	E 52.41'	L124	N 69°48'36"	E 16.45'
L4	S 66°15'45"	E 53.82'	L125	S 68°17'51"	E 51.96'
L5	S 65°14'19"	E 41.62'	L126	N 73°12'05"	E 27.64'
L6	N 25°36'46"	E 2.86'	L127	S 79°24'02"	E 15.42'
L7	S 63°01'58"	E 36.23'	L128	S 74°12'31"	E 45.28'
L8	S 62°43'11"	E 52.42'	L129	S 39°16'28"	E 36.13'
L9	S 62°34'50"	E 52.21'	L130	S 08°43'30"	W 18.30'
L10	S 62°33'45"	E 50.32'	L131	S 50°53'39"	E 18.00'
L11	S 62°31'05"	E 52.09'	L132	N 88°17'02"	E 36.36'
L12	S 62°41'02"	E 38.46'	L133	S 13°58'03"	E 21.80'
L13	N 27°30'20"	E 20.00'	L134	S 81°03'00"	E 42.96'
L14	S 63°45'54"	E 15.27'	L135	S 30°57'25"	E 26.88'
L15	S 63°11'11"	E 52.92'	L136	S 75°54'58"	E 40.54'
L16	S 63°46'38"	E 52.45'	L137	S 70°25'00"	E 15.28'
L17	S 64°11'18"	E 51.01'	L138	S 84°19'40"	E 27.52'
L18	S 64°51'58"	E 49.52'	L139	S 80°36'18"	E 37.25'
L19	S 65°24'55"	E 50.07'	L140	S 42°44'12"	W 13.86'
L20	S 66°04'16"	E 48.34'	L141	S 64°51'55"	W 13.95'
L21	S 66°24'38"	E 50.08'	L142	S 64°16'15"	E 26.38'
L22	S 66°41'38"	E 50.19'	L143	S 51°02'50"	E 20.28'
L23	S 66°15'39"	E 38.64'	L144	S 76°30'27"	E 49.09'
L24	S 45°09'49"	W 21.52'	L145	S 02°56'27"	W 22.78'
L25	S 66°29'41"	E 17.50'	L146	S 68°53'00"	E 39.44'
L26	S 66°51'15"	E 51.02'	L147	S 74°05'57"	E 21.64'
L27	S 67°29'37"	E 46.49'	L148	N 54°46'33"	E 12.67'
L28	S 69°10'44"	E 47.69'	L149	S 78°44'03"	E 50.69'
L29	S 70°48'55"	E 47.97'	L150	S 17°24'42"	E 10.77'
L30	S 72°26'29"	E 49.98'	L151	N 81°02'40"	E 18.57'
L31	S 73°56'45"	E 48.27'	L152	N 57°30'16"	E 25.96'
L32	S 74°36'34"	E 49.46'	L153	S 49°12'49"	E 22.49'
L33	S 74°35'50"	E 50.79'	L154	S 75°13'50"	E 36.68'
L34	S 74°07'44"	E 48.03'	L155	N 43°03'04"	E 18.03'
L35	S 73°53'30"	E 1.43'	L156	S 43°29'16"	E 25.33'
L36	S 00°46'03"	W 62.04'	L157	N 84°54'55"	E 33.14'
L37	N 01°41'10"	E 71.72'	L158	S 49°52'36"	E 29.02'
L38	S 46°03'02"	W 85.16'	L159	N 47°30'27"	E 22.64'
L39	S 44°07'53"	W 101.67'	L160	S 44°10'50"	E 48.34'
L40	S 42°07'43"	W 101.98'	L161	N 77°35'58"	E 27.83'
L41	S 40°06'18"	W 101.05'	L162	S 44°55'44"	E 20.62'
L42	S 38°00'20"	W 102.25'	L163	N 67°39'06"	E 23.64'
L43	S 36°10'22"	W 101.61'	L164	N 09°17'48"	W 14.71'
L44	S 34°13'40"	W 101.88'	L165	N 56°08'00"	E 16.99'
L45	S 32°20'31"	W 101.40'	L166	S 84°08'50"	E 9.11'
L46	S 30°52'45"	W 101.44'	L167	S 21°28'59"	E 19.37'
L47	S 29°32'30"	W 100.74'	L168	N 77°01'03"	E 25.20'
L48	S 28°00'14"	W 101.56'	L169	S 52°22'39"	E 13.09'
L49	S 26°31'43"	W 101.76'	L170	N 34°19'37"	E 31.41'
L50	S 24°59'56"	W 101.74'	L171	S 83°30'24"	E 9.86'
L51	S 23°14'59"	W 38.23'	L172	S 73°18'34"	E 60.44'
L52	S 23°13'26"	W 63.12'	L173	N 25°37'49"	E 32.53'
L53	S 21°18'46"	W 102.56'	L174	S 40°49'03"	E 28.47'
L54	S 19°14'15"	W 102.34'	L175	N 36°58'17"	E 21.69'
L55	S 17°17'15"	W 101.06'	L176	S 76°44'46"	E 21.44'
L56	S 16°16'37"	W 100.94'	L177	S 14°26'49"	W 27.21'
L57	S 16°30'48"	W 99.68'	L178	S 86°41'52"	E 6.78'
L58	S 17°33'06"	W 98.63'	L179	N 87°14'33"	E 24.64'
L59	S 19°12'54"	W 98.15'	L180	S 40°22'08"	E 36.29'
L60	S 21°07'08"	W 99.78'	L181	S 13°37'04"	E 24.06'
L61	S 23°11'04"	W 97.92'	L182	S 82°58'59"	E 35.03'
L62	S 24°54'47"	W 38.40'	L183	S 73°33'17"	E 23.68'
L63	S 25°36'27"	W 22.58'	L184	S 25°37'21"	E 34.01'
L64	N 89°17'29"	W 64.48'	L185	S 06°57'32"	E 21.00'
L65	N 89°42'10"	W 67.13'	L186	S 53°23'42"	E 38.38'
L66	N 14°10'11"	W 25.98'	L187	S 83°14'09"	E 8.53'
L67	N 29°27'03"	W 279.28'	L188	N 33°23'35"	E 11.26'
L68	N 10°30'20"	W 258.11'	L189	S 68°50'30"	E 18.96'
L69	N 31°49'46"	W 302.09'	L190	N 81°37'03"	E 18.18'
L70	N 19°25'27"	W 348.05'	L191	S 39°21'14"	E 5.22'
L71	N 01°06'22"	E 289.07'			
L72	S 62°05'16"	E 8.68'			
L73	S 75°58'33"	E 23.59'			
L74	S 54°32'13"	E 16.14'			
L75	S 28°27'52"	E 21.06'			
L76	S 52°11'00"	E 19.37'			
L77	N 80°16'49"	E 16.94'			
L78	N 27°19'34"	E 14.43'			
L79	N 74°27'19"	E 9.44'			
L80	S 50°24'04"	E 7.19'			
L81	S 36°21'02"	E 23.88'			
L82	N 39°19'42"	E 12.17'			
L83	N 05°51'07"	W 17.89'			
L84	N 50°03'59"	E 8.76'			
L85	S 73°12'41"	E 16.32'			
L86	S 21°18'53"	E 18.47'			
L87	S 72°13'16"	E 13.54'			
L88	N 61°51'46"	E 21.65'			
L89	N 74°00'24"	E 50.54'			
L90	N 19°57'12"	E 44.74'			
L91	N 06°03'59"	W 20.11'			
L92	N 35°44'44"	E 23.04'			
L93	N 69°35'37"	E 22.30'			
L94	S 84°36'00"	E 31.56'			
L95	N 68°46'46"	E 23.80'			
L96	N 88°42'18"	E 17.10'			
L97	S 54°50'03"	E 18.40'			
L98	N 80°46'03"	E 40.56'			
L99	N 58°20'09"	E 25.29'			
L100	N 44°32'26"	E 24.34'			
L101	N 71°02'31"	E 19.10'			
L102	N 47°24'16"	E 37.55'			
L103	N 81°51'36"	E 25.80'			
L104	N 36°15'39"	E 27.41'			
L105	N 20°21'02"	W 17.38'			
L106	N 11°59'13"	E 2.08'			
L107	N 58°12'58"	E 29.12'			
L108	N 82°43'32"	E 21.16'			
L109	N 05°01'51"	W 12.48'			
L110	N 77°16'23"	W 12.42'			
L111	N 37°17'58"	E 22.50'			
L112	N 73°27'07"	E 34.86'			
L113	N 03°15'44"	E 13.46'			
L114	N 45°09'32"	W 11.24'			
L115	N 53°48'21"	E 6.23'			
L116	S 68°53'55"	E 13.88'			
L117	N 60°34'12"	E 52.94'			
L118	N 78°46'01"	E 46.77'			
L119	N 67°46'44"	E 48.56'			
L120	N 74°58'45"	E 43.00'			
L121	S 89°36'23"	E 38.18'			



McAdams

The John R. McAdams Company, Inc.
2905 Meridian Parkway
Durham, NC 27713

phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187

www.mcadamsco.com

CLIENT

LENNAR CAROLINAS, LLC

DEPOT 499
ANNEXATION PLAT

WHITE OAK TOWNSHIP, WAKE COUNTY, NC



REVISIONS

NO. DATE

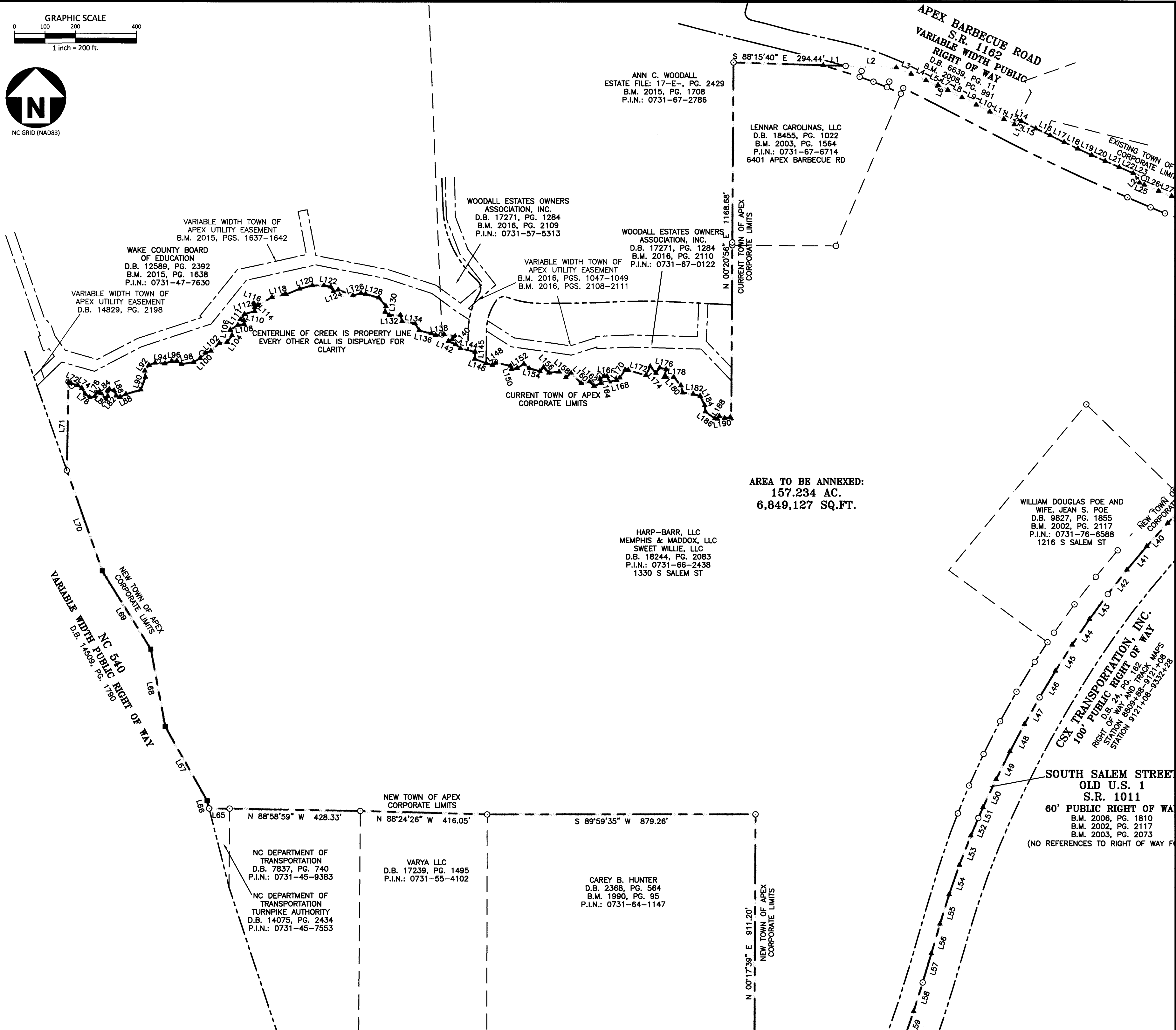
PLAN INFORMATION

PROJECT NO. LEN-19090
FILENAME LEN19090-F1
CHECKED BY JSA
DRAWN BY TAM
SCALE N/A
DATE 11-19-2020

SHEET

SHEET TITLE

1-3





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CLIENT
LENNAR CAROLINAS, LLC

DEPOT 499

ANNEXATION PLAT

WHITE OAK TOWNSHIP, WAKE COUNTY, NC



4.30.21

REVISIONS	
NO.	DATE

PLAN INFORMATION	
PROJECT NO.	LEN-19090
FILENAME	LEN19090-F1
CHECKED BY	JSA
DRAWN BY	TAM
SCALE	1"=200'
DATE	11-19-2020
SHEET	

SHEET TITLE

2-3



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CLIENT

LENNAR CAROLINAS, LLC

DEPOT 499 ANNEXATION PLAT

WHITE OAK TOWNSHIP, WAKE COUNTY, NC



REVISIONS

NO. DATE

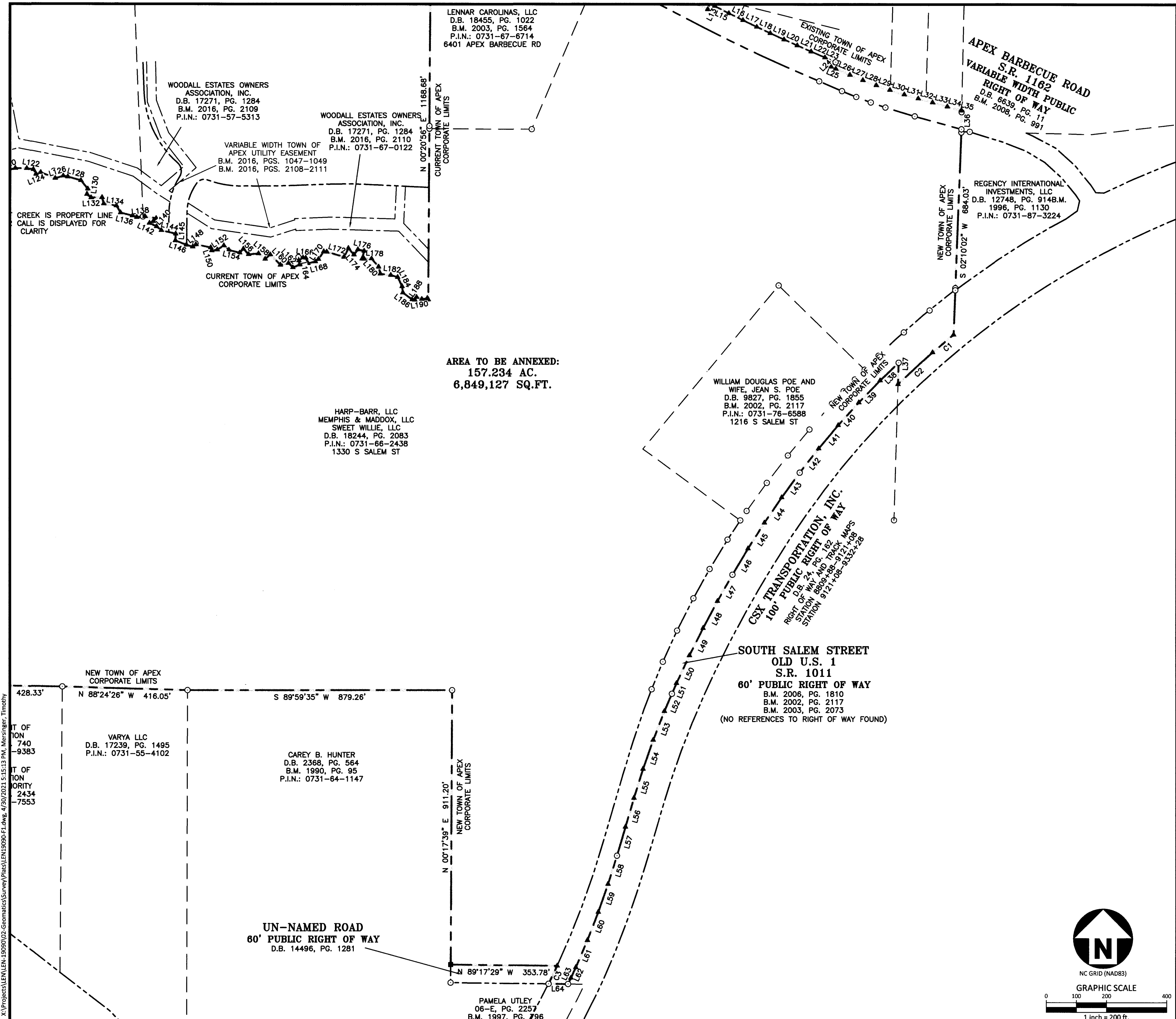
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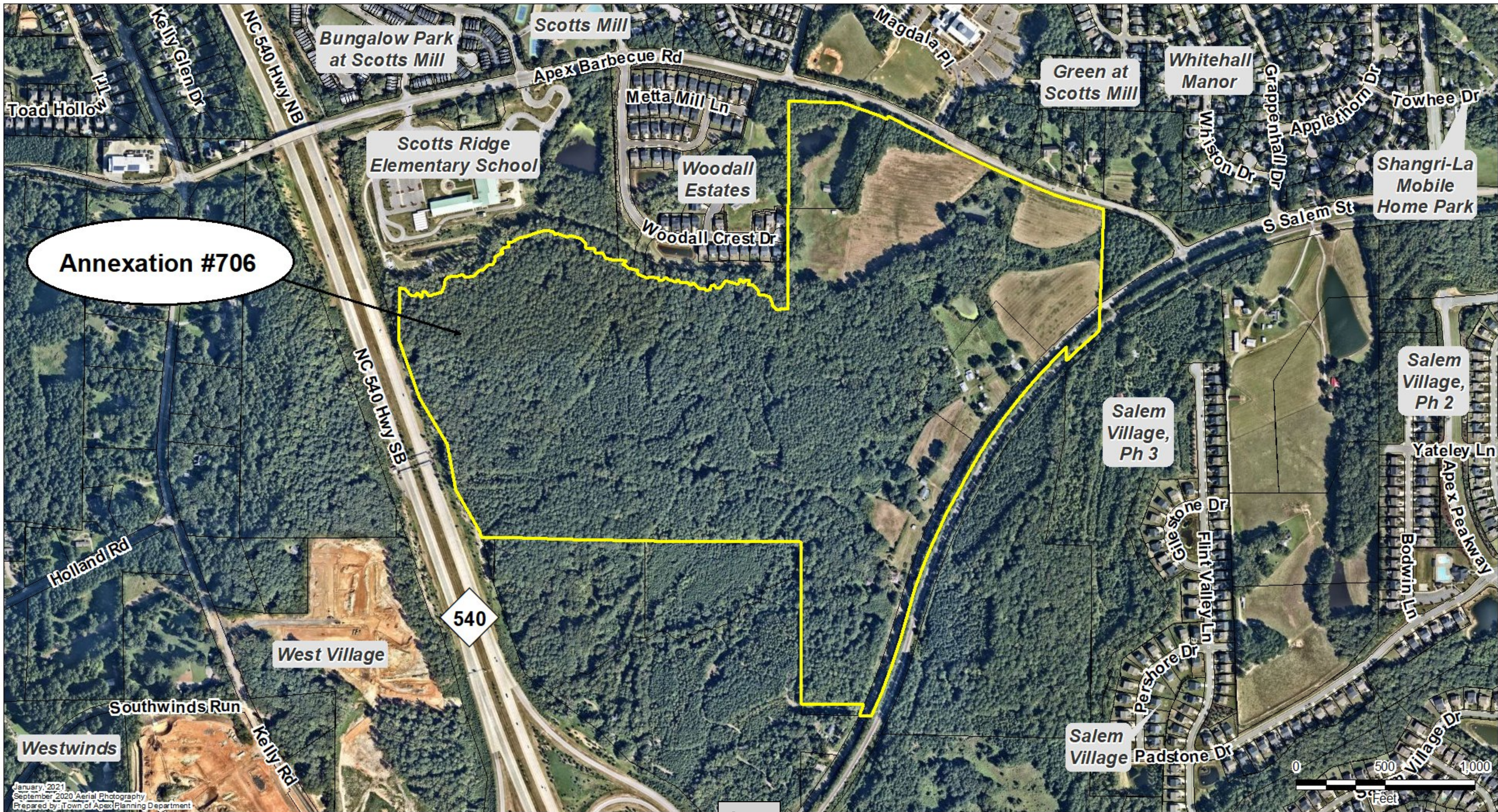
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FILENAME LEN19090-F1
CHECKED BY JSA
DRAWN BY TAM
SCALE 1"=200'
DATE 11-19-2020

SHEET

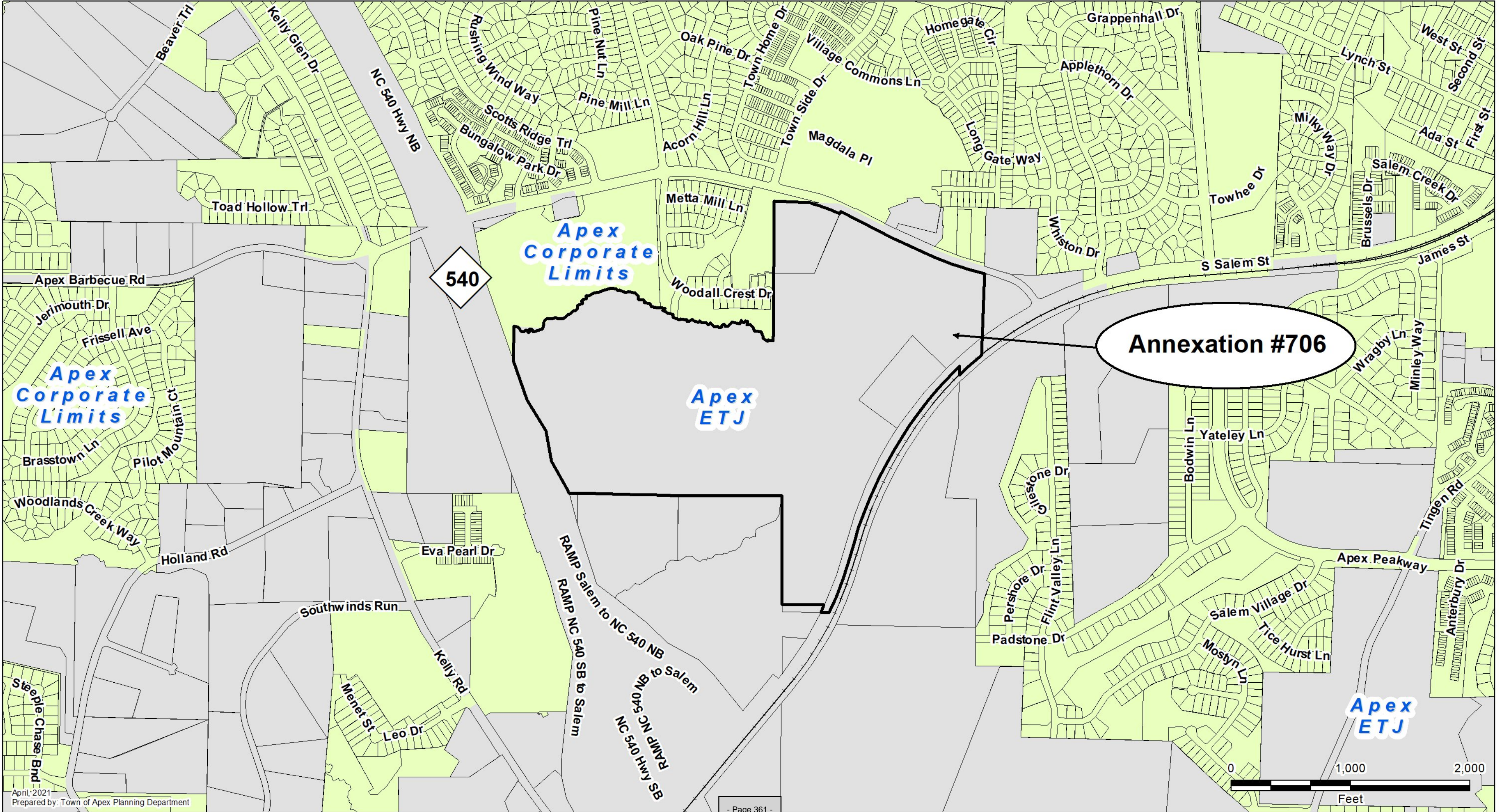
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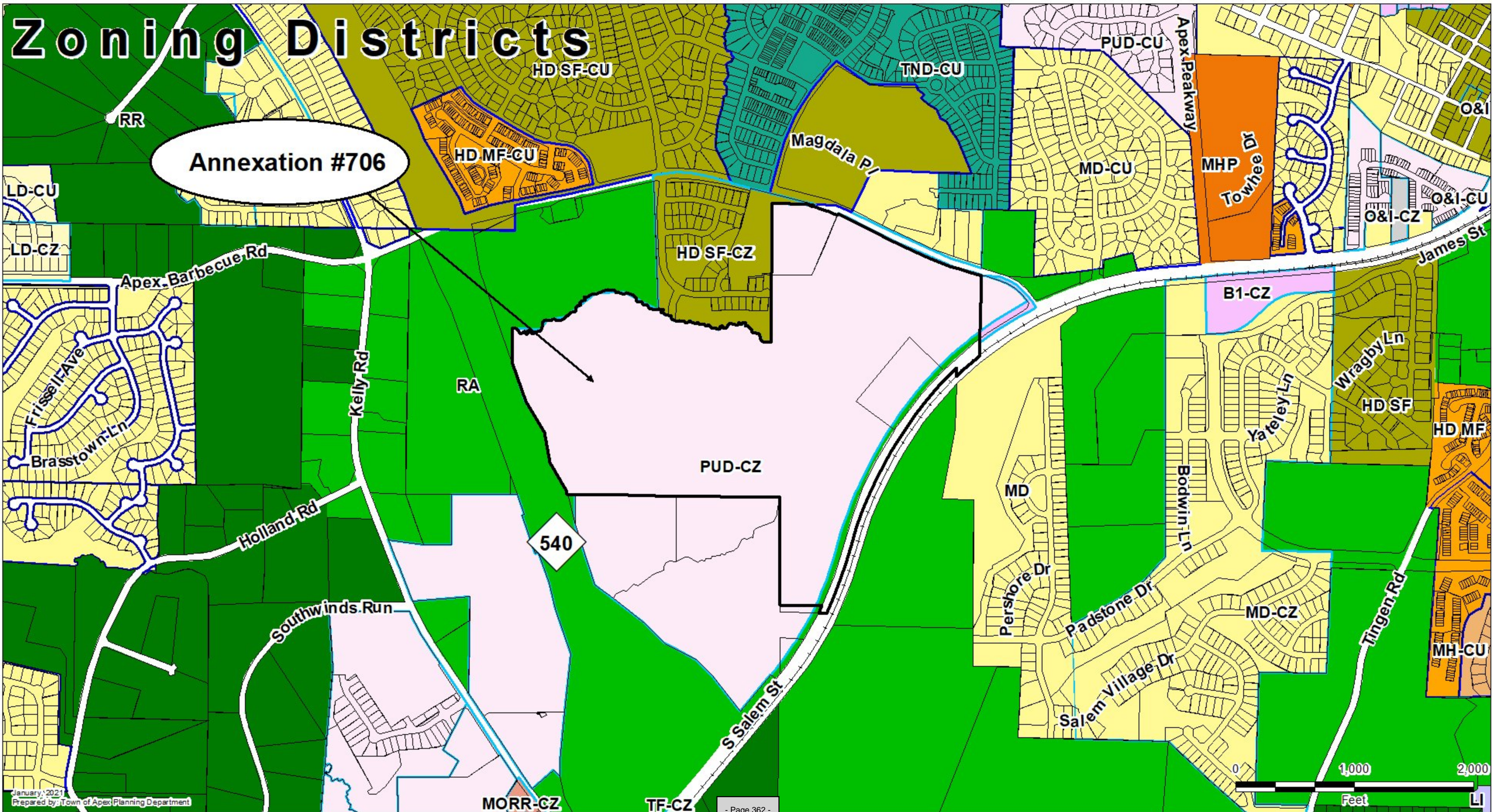
3-3





Annexation #706





| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: June 8, 2021

Item Details

Presenter(s): Lauren Staudenmaier, Planner I

Department(s): Planning & Community Development

Requested Motion

Continued from the May 25, 2021 Town Council meeting.

Public Hearing and possible motion to approve Rezoning Application #21CZ05 Friendship Storage. The applicant, Terco Properties, seek to rezone approximately 9.08 acres located at 0 Friendship Road and 2109 Old US 1 Highway (PINs 0730193547 & 0730197850) from Rural Residential (RR) to Tech/Flex- Conditional Zoning (TF-CZ).

Approval Recommended?

The Planning and Community Development Department recommends approval.

The Planning Board held a Public hearing on May 10, 2021 and recommended approval, with the conditions as offered by the applicant, by a vote of 7-1.

Item Details

Attachments

- Staff Report
- Vicinity Map
- Application



STAFF REPORT

Rezoning #21CZ05 Friendship Storage

June 8, 2021 Town Council Meeting



All property owners within 300 feet of this rezoning have been notified per UDO Sec. 2.2.11 *Public Notification*.

BACKGROUND INFORMATION:

Location: 0 Friendship Road & 2109 Old US 1 Highway
Applicant/Owner: Terco Properties/Friendship Road LLC and Derek Neverosky

PROJECT DESCRIPTION:

Acreage: ± 9.08 acres
PINs: 0739196547 & 0730197850
Current Zoning: Rural Residential (RR)
Proposed Zoning: Tech/Flex-Conditional Zoning (TF-CZ)
2045 Land Use Map: Office Employment/Commercial Services and Office Employment
Town Limits: ETJ

Adjacent Zoning & Land Uses:

	Zoning	Land Use
North:	Rural Residential (RR)	Old US 1 Highway; Single-family detached
South:	Rural Residential (RR)	CSX Railroad tracks; Single-family detached; vacant
East:	Rural Residential (RR)	Single-family detached
West:	Rural Residential (RR)	Friendship Road; Single-family detached

Existing Conditions:

The subject properties are located south of Old US 1 Highway, east of Friendship Road, and north of the CSX Railroad tracks. The property located at 0 Friendship Drive has no structures and is heavily wooded. The property located at 2901 Old US 1 Highway contains residential structures and vegetation.

Neighborhood Meeting:

The applicant conducted a neighborhood meeting on February 25, 2021. The neighborhood meeting report is attached.

2045 LAND USE MAP:

The 2045 Land Use Map identifies the properties subject to this rezoning as Office Employment/Commercial Services and Office Employment. The proposed rezoning to Tech/Flex-Conditional Zoning is consistent with those land use classifications.

STAFF REPORT

Rezoning #21CZ05 Friendship Storage

June 8, 2021 Town Council Meeting



PERMITTED USES:

The applicant is proposing the following uses permitted uses:

1. Day care facility
2. Drop-in or short-term day care
3. Government service
4. Veterinary clinic or hospital
5. Vocational school
6. Recycling collection station (S)
7. Utility, minor
8. Wireless support structure
9. Wireless communication facility
10. Botanical garden
11. Entertainment, indoor
12. Greenway
13. Park, active
14. Park, passive
15. Youth or day camps
16. Commissary
17. Restaurant, general (S)
18. Dispatching office
19. Medical or dental office or clinic
20. Medical or dental laboratory
21. Office, business or professional
22. Research facility
23. Artisan studio
24. Convenience store
25. Convenience store with gas sales
26. Grocery, general
27. Grocery, specialty
28. Health/fitness center or spa
29. Personal service
30. Printing and copying service
31. Real estate sales
32. Repair services, limited
33. Retail sales, bulky goods
34. Retail sales, general %
35. Self-service storage
36. Studio for art
37. Tailor shop
38. Upholstery shop
39. Pet services
40. Automotive accessory sales and installation
41. Repair and maintenance, general
42. Vehicle inspection center
43. Laboratory, industrial research
44. Woodworking or cabinetmaking
45. Wholesaling, general
46. Manufacturing and processing (S)
47. Manufacturing and processing, minor
48. Microbrewery
49. Microdistillery

PROPOSED ZONING CONDITIONS:

1. Buffer widths shall not be reduced in exchange for additional RCA as permitted by UDO Sec. 8.1.2.C.7.
2. Developer shall employ shielded light options to reduce offsite light pollution.
3. Developer shall install 320 sf of rooftop solar (20 panels).
4. Notwithstanding Apex UDO Supplemental Standards Sections 4.4.5(G)(14)(j) and (n), building height shall be permitted to be up to three (3) stories and forty-eight feet (48') tall.
5. The buffer along the Old US 1 Highway frontage shall be planted to the Type A buffer standard where a nonresidential building is not located between Old US 1 Highway and the self-storage facility.
6. Predominant exterior building materials shall be high quality materials, including brick, wood, staked stone, or native stone, and tinted/textured concrete masonry units
7. EIFS or synthetic stucco shall not be used in the first four feet above grade and shall be limited to only 25% of each building façade.
8. The exterior materials for nonresidential buildings shall include a combination of building materials. The primary (front) façade of the main buildings to be considered include:
 - brick masonry
 - decorative concrete block (either integrally colored or textured)
 - stone accents
 - aluminum storefronts with anodized or pre-finished colors

STAFF REPORT

Rezoning #21CZ05 Friendship Storage

June 8, 2021 Town Council Meeting



- EIFS cornices, and parapet trim. EIFS or synthetic stucco shall not be used in the first four feet above grade and shall be limited to only 25% of each building facade.
 - precast concrete
9. Elevations of nonresidential building facing public roadways and public areas within the development will be constructed with similar materials. The rear elevations of nonresidential buildings facing opaque landscape buffers or that are not visible from parking lots or public streets may include decorative concrete masonry, metal coping, or EIFS trim.

ENVIRONMENTAL ADVISORY BOARD:

The Apex Environmental Advisory Board (EAB) held a pre-application meeting for this rezoning on February 18, 2021. The zoning conditions suggested by the EAB are listed below along with the applicant's response to each condition.

EAB Suggested Condition	Applicant's Response
Maintain undisturbed vegetative buffers	Added
Add shielded light options to reduce light pollution	Added
Install rooftop solar on both buildings	Added

PLANNING BOARD RECOMMENDATION:

The Planning Board held a Public Hearing on May 10, 2021 and voted to recommend approval, with the conditions as offered by the applicant, by a vote of 7-1.

PLANNING STAFF RECOMMENDATION:

Planning staff recommends approval of #21CZ05 Friendship Storage with the conditions as offered by the applicant.

ANALYSIS STATEMENT OF THE REASONABLENESS OF THE PROPOSED REZONING:

This Statement will address consistency with the Town's comprehensive and other applicable plans, reasonableness, and effect on public interest:

Approval of the rezoning is reasonable because the proposed Tech/Flex-Conditional Zoning (TF-CZ) district is consistent with the Office Employment/Commercial Services and Office Employment land use classifications on the 2045 Land Use Map.

The proposed rezoning is reasonable and in the public interest because it will provide an opportunity for non-residential uses to serve the surrounding area, while providing flexibility for future development with the surrounding properties. It will also encourage compatible development of the property, increase the tax base and provide the flexibility to accommodate the growth in population, economy, and infrastructure consistent with that contemplated by the 2045 Land Use Map.

CONDITIONAL ZONING STANDARDS:

The Town Council shall find the Tech/Flex-Conditional Zoning (TF-CZ) designation demonstrates compliance with the following standards. Sec. 2.3.3.F:

Legislative Considerations

The applicant shall propose site-specific standards and conditions that take into account the following considerations, which are considerations that are relevant to the legislative determination of whether or not the

STAFF REPORT

Rezoning #21CZ05 Friendship Storage

June 8, 2021 Town Council Meeting



proposed conditional zoning district rezoning request is in the public interest. These considerations do not exclude the legislative consideration of any other factor that is relevant to the public interest.

- 1) *Consistency with 2045 Land Use Map.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Map.
- 2) *Compatibility.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.
- 3) *Zoning district supplemental standards.* The proposed Conditional Zoning (CZ) District use's compliance with Sec. 4.4 *Supplemental Standards*, if applicable.
- 4) *Design minimizes adverse impact.* The design of the proposed Conditional Zoning (CZ) District use's minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare, and vibration and not create a nuisance.
- 5) *Design minimizes environmental impact.* The proposed Conditional Zoning District use's minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.
- 6) *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.
- 7) *Health, safety, and welfare.* The proposed Conditional Zoning (CZ) District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.
- 8) *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.
- 9) *Not constitute nuisance or hazard.* Whether the proposed Conditional Zoning (CZ) District use constitutes a nuisance or hazard due to traffic impact or noise, or because of the number of persons who will be using the Conditional Zoning (CZ) District use.
- 10) *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning (CZ) District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.



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

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Application #: 21CZ05

Submittal Date: March 1, 2021

2045 LUM Amendment: N/A

Fee Paid: \$900.00 Check #6869

Project Information

Project Name: Friendship Storage

Address(es): 0 Friendship Road & 2109 Old US Hwy 1

PIN(s): 0730.19.6547 & 0730.19.7850

Acreage: 9.08

Current Zoning: RR

Proposed Zoning: TF-CZ

Current 2045 LUM Designation: Office Employment / Commercial Services and Office Employment

Proposed 2045 LUM Designation: no change

See next page for LUM Amendment.

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

Area classified as mixed use:

N/A

Acreage: _____

Area proposed as non-residential development:

Acreage: _____

Percent of mixed use area proposed as non-residential:

Percent: _____

Applicant Information

Name: Terco Properties

Address: 6406 McCrimmon Parkway

City: Morrisville

State: NC

Zip: 27560

Phone: 919.608.7879

E-mail: tkugler5@aol.com

Owner Information

Name: Friendship Road LLC / Neverosky, Derek

Address: 6410 McCrimmon Pkwy / 2109 Old US Hwy 1

City: Morrisville / Apex

State: NC / NC

Zip: 27560 / 27502

Phone: -

E-mail: -

Agent Information

Name: William G. Daniel & Associates, P.A.

Address: 1150 SE Maynard Rd Ste 260

City: Cary

State: NC

Zip: 27511

Phone: 919.467.9708

E-mail: bdaniel@wmgda.com

Other contacts: bnichols@wmgda.com

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

Application #: 21CZ05

Submittal Date: March 1, 2021

2045 LAND USE MAP AMENDMENT (IF APPLICABLE)

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

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

n/a - no change currently envisioned.

Current 2045 Land Use Classification: _____

Proposed 2045 Land Use Classification: _____

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

PETITION INFORMATION

Application #:

21CZ05

Submittal Date:

March 1, 2021

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

PROPOSED USES:

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

1	<u>Day care facility</u>	21	<u>Office, business or professional</u>
2	<u>Drop-in or short term day care</u>	22	<u>Research facility</u>
3	<u>Government service</u>	23	<u>Artisan Studio</u>
4	<u>Veterinary clinic or hospital</u>	24	<u>Convenience store</u>
5	<u>Vocational school</u>	25	<u>Convenience store with gas sales</u>
6	<u>Recycling collection station (s)</u>	26	<u>Grocery, general</u>
7	<u>Utility, minor</u>	27	<u>Grocery, specialty</u>
8	<u>Wireless support structure</u>	28	<u>Health/fitness center or spa</u>
9	<u>Wireless communication facility</u>	29	<u>Personal service</u>
10	<u>Botanical garden</u>	30	<u>Printing and copying service</u>
11	<u>Entertainment, indoor</u>	31	<u>Real estate sales</u>
12	<u>Greenway</u>	32	<u>Repair services, limited</u>
13	<u>Park, active</u>	33	<u>Retail sales, bulky goods</u>
14	<u>Park, passive</u>	34	<u>Retail sales, general %</u>
15	<u>Youth or day camps</u>	35	<u>Self-service storage</u>
16	<u>Commissary</u>	36	<u>Studio for art</u>
17	<u>Restaurant, general (s)</u>	37	<u>Tailor shop</u>
18	<u>Dispatching office</u>	38	<u>Upholstery shop</u>
19	<u>Medical or dental office or clinic</u>	39	<u>Pet services</u>
20	<u>Medical or dental laboratory</u>	40	<u>Automotive Accessory Sales and Installation</u>

(s) - refers to special use

PETITION INFORMATION

Application #: 21CZ05 Submittal Date: March 1, 2021

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

PROPOSED USES:

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

1	<u>Repair and maintenance, general</u>	21	_____
2	<u>Vehicle inspection center</u>	22	_____
3	<u>Laboratory, industrial research</u>	23	_____
4	<u>Woodworking or cabinet making</u>	24	_____
5	<u>Wholesaling, general</u>	25	_____
6	<u>Manufacturing and processing (s)</u>	26	_____
7	<u>Manufacturing and processing, minor</u>	27	_____
8	<u>Microbrewery</u>	28	_____
9	<u>Microdistillery</u>	29	_____
10	_____	30	_____
11	_____	31	_____
12	_____	32	_____
13	_____	33	_____
14	_____	34	_____
15	_____	35	_____
16	_____	36	_____
17	_____	37	_____
18	_____	38	_____
19	_____	39	_____
20	_____	40	_____

(s) - refers to special use

PETITION INFORMATION

Application #: 21CZ05 Submittal Date: March 1, 2021

PROPOSED CONDITIONS:

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

Please see following pages for conditions and legislative considerations.

LEGISLATIVE CONSIDERATIONS - CONDITIONAL ZONING

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

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

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

Friendship Storage Rezoning Petition

05.26.21

Conditions of Rezoning

1. Buffer widths shall not be reduced in exchange for additional RCA as permitted by UDO Sec. 8.1.2C.7.
2. Developer shall employ shielded light options to reduce offsite light pollution.
3. Developer shall install 320 sf of rooftop solar (20 panels).
4. Notwithstanding Apex UDO Supplemental Standards Sections 4.4.5(G)(14)(j) and (n), building height shall be permitted to be up to three (3) stories and forty-eight feet (48') tall.
5. The buffer along the Old US 1 Highway frontage shall be planted to the Type A buffer standard where a nonresidential building is not located between Old US 1 Highway and the self-storage facility.
6. Predominant exterior building materials shall be high quality materials, including brick, wood, stacked stone, or native stone, and tinted/textured concrete masonry units.
7. EIFS or synthetic stucco shall not be used in the first four feet above grade and shall be limited to only 25% of each building façade.
8. The exterior materials for nonresidential buildings shall include a combination of building materials. The primary (front) façade of the main buildings to be considered include:
 - brick masonry
 - decorative concrete block (either integrally colored or textured)
 - stone accents
 - aluminum storefronts with anodized or pre-finished colors
 - EIFS cornices, and parapet trim. EIFS or synthetic stucco shall not be used in the first four feet above grade and shall be limited to only 25% of each building façade.
 - precast concrete
9. Elevations of nonresidential buildings facing public roadways and public areas within the development will be constructed with similar materials. The rear elevations of nonresidential buildings facing opaque landscape buffers or that are not visible from parking lots or public streets may include decorative concrete masonry, metal coping, or EIFS trim.

Legislative Considerations – Condition Zoning

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

The land use categories designated on the 2045 Land Use map for the properties comprising this petition include Commercial Service & Office Employment. The permitted uses within the TF-CZ zoning district are consistent with the purposes, goals, objectives, & policies of the 2045 Land Use Map. The restriction of uses imposed as a condition of the petition enhances the appropriateness of the range of permitted uses in recognition of the character of the abutting land uses. The proposed TF-CZ petition is appropriate for its location and consistent with the 2045 Land Use Map.

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

The conditions of the requested rezoning related to limitation of use, environmental, and supplement standards of the UDO will ensure the resultant development would be compatible with the abutting residential development and the character of the surrounding area.

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

The uses allowed pursuant to the requested CZ zoning shall, if applicable, fully comply with the Supplemental Zoning Conditions as listed within Section 4.4 of the UDO and/or applicable zoning conditions.

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

This petition includes conditions that address visual perception of the site (i.e. building height, restrictions on site lighting, and restrictions of uses allowed on the property). Avoidance of potential adverse impacts on surrounding lands would be addressed in the course of site plan review and approval.

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

Development of the properties pursuant to the proposed zoning petition would conform to the requirements of the Town's Design Standards & UDO, thereby ensuring the minimization of potential impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources. Furthermore, the environmental advisory board has suggested conditions in this regard which have been incorporated into this rezoning petition. By adherence to these conditions, exceptional environmental practices that will exceed the Town's standards will be achieved.

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

The uses allowed within the proposed zoning district do not include residential uses, thereby minimizing impacts upon schools, parks, and municipal services attributable to increase residential population. Other impacts, such as those related to traffic generation are effectively addressed through the restriction of permitted uses. Adequacy of water and wastewater facilities would be addressed during the Town's development review process once specific uses for the properties have been identified and a site plan for those uses have been prepared and submitted to the Town.

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

The proposed zoning would accommodate commercial development rather than residential development. Commercial development would enhance the Town's tax base and result in a positive impact upon the overall welfare of the Town and its residents. Other uses related to health, safety, and welfare associated with specific uses would address through the Town's development review process once a site plan (with specific use) has been prepared and submitted to the Town.

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

The conditions of the requested rezoning related to limitation of uses, environmental, and supplemental standards of the UDO will ensure the resultant development would be compatible with the abutting residential development and character of the surrounding area. This would ensure that the proposed development would not be detrimental to adjacent properties.

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

The range of permitted uses is restricted by conditions offered as part of the rezoning petition in order to eliminate those uses that would be regarded as a nuisance or hazard. Potential impacts due to traffic generation, noise, or congestion can be assessed only after a specific use or combination of specific uses has been determined. Such potential impacts would addressed through the Town's development review process.

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

Notwithstanding Apex UDO Supplemental Standards Sections 4.4.5(G)(14)(j) and (n), building height shall be permitted to be up to three (3) stories and forty-eight feet (48') tall.

Any development pursuant to the requested petition would comply with all applicable regulations of the Town (and imposed conditions) related to use, layout, and general development characteristics.

CERTIFIED LIST OF NEIGHBORING PROPERTY OWNERSApplication #: 21CZ05Submittal Date: March 1, 2021

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

	Owner's Name	PIN
1.	MCCLAMB, WALTER J	0730098773
2.	STROUP, BILLY E STROUP, ANNIE	0730190468
3.	FRIENDSHIP ROAD LLC	0730196547
4.	NEVEROSKY, DEREK A	0730197850
5.	EVANS, CASWELL A JR TRUSTEE EVANS, ARLENE G TRUSTE	0730283851
6.	SEARS, STACEY WADE SEARS, GINNY HOLLAND	0730292828
7.	DALMASSO, JOSEPH P TRUSTEE DALMASSO, WILLIAM TIMO	0730298743
8.	LIN, VICKY KU LIN, JEN CHING	0731102019
9.	SEARS, ROBERT LARRY	0731107055
10.	SEARS, OSCAR FINCH	0731107868
11.	CAMP, BELINDA S	0731200492
12.	SEARS, OSCAR FINCH	0731201214
13.	SEARS, OSCAR FINCH	0731202357
14.	SEARS, ROBERT LARRY	0730083421
15.	KELLY, JOYCE	0730093122

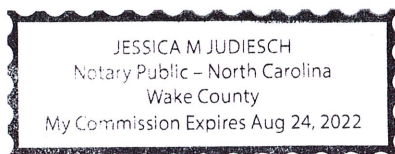
I, WILLIAM G. DANIEL, certify that this is an accurate listing of all property owners and property owners within 300' of the subject property.

Date: 6/1/2021By: [Signature]

COUNTY OF WAKE STATE OF NORTH CAROLINA

Sworn and subscribed before me, Jessica M. Judiesch, a Notary Public for the above State and County, on this the 1st day of June, 2021.

SEAL



[Signature]
Notary Public
Jessica M. Judiesch
Print Name

My Commission Expires: 8/24/2022

CERTIFIED LIST OF NEIGHBORING PROPERTY OWNERSApplication #: 21CZ05Submittal Date: March 1, 2021

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

	Owner's Name	PIN
1.	DOWNTOWN FRIENDSHIP LLC	0730096271
2.	LAWRENCE, KEVIN LOUIS LAWRENCE, TAMMY DENTON	0730181939
3.		
4.		
5.		
6.		
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12.		
13.		
14.		
15.		

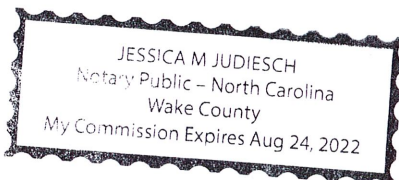
I, WILLIAM G. DANIEL, certify that this is an accurate listing of all property owners and property owners within 300' of the subject property.

Date: 6/1/2021By: [Signature]

COUNTY OF WAKE STATE OF NORTH CAROLINA

Sworn and subscribed before me, Jessica M. Judiesch, a Notary Public for the above State and County, on this the 1st day of June, 2021.

SEAL



[Signature]
Notary Public
Jessica M. Judiesch
Print Name

My Commission Expires: 8/24/2022

AGENT AUTHORIZATION FORM

Application #: 21CZ05

Submittal Date: March 1, 2021

Friendship Road LLC is the owner* of the property for which the attached application is being submitted:

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

The property address is: 0 Friendship Road

The agent for this project is: William G. Daniel & Associates, P.A.

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

Agent Name: William Daniel

Address: 1150 SE Maynard Road Suite 260 Cary NC 27511

Telephone Number: 919.467.9708

E-Mail Address: bdaniel@wmgda.com

Signature(s) of Owner(s)*

Joseph D. Kaya
Joseph D. Kaya
Type or print name

5/20/21
Date

Type or print name

Date

Attach additional sheets if there are additional owners.

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

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

AFFIDAVIT OF OWNERSHIPApplication #: 21CZ05Submittal Date: March 1, 2021

The undersigned, Friendship Road LLC (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 0 Friendship Road and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 03/26/2021, and recorded in the Wake County Register of Deeds Office on 03/26/2021, in Book 18419 Page 1790.
4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 03/26/2021, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 03/26/21, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

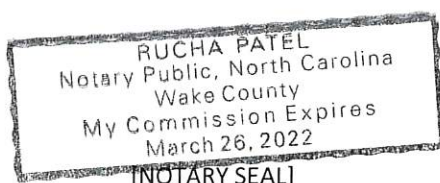
This the 26 day of May, 2021.

Joseph D. Kugler 5/26/21 (seal)
Joseph D. Kugler
 Type or print name

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Wake, hereby certify that Friendship Road LLC, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's Joseph Daniel Kugler personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.



Rucha Patel
 Notary Public
 State of North Carolina
 My Commission Expires: March 26, 2022

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: 21CZ05

Submittal Date: March 1, 2021

Insert legal description below.


PIN: 0730196547

FRIENDSHIP ROAD, LLC

BEGINNING AT AN IRON PIPE, THE NORTHEAST CORNER OF THE TRACT DESCRIBED HEREIN AND THE SOUTHEAST CORNER OF THE NOW OR FORMERLY DEREK K. NEVEROSKY PROPERTY AS RECORDED IN DEED BOOK 14121 PAGE 955 IN THE OFFICE OF THE WAKE COUNTY REGISTER OF DEEDS, RUNS THENCE SOUTH 00 DEGREES 05 MINUTES 51 SECONDS EAST FOR DISTANCE OF 116.26 FEET TO AN IRON PIPE ON THE NORTHERN RIGHT-OF-WAY OF THE CSX RAILROAD (FORMERLY SEABOARD COASTLINE RAILROAD); RUNS THENCE ALONG THE SAID RIGHT-OF-WAY SOUTH 65 DEGREES 00 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 882.00 FEET TO AN IRON PIPE. THENCE CONTINUING ALONG THE SAID RAILROAD RIGHT-OF-WAY SOUTH 65 DEGREES 00 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 419.06 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY OF FRIENDSHIP ROAD. THENCE LEAVING THE SAID RAILROAD RIGHT-OF-WAY ALONG THE EASTERN RIGHT-OF-WAY OF FRIENDSHIP ROAD THE FOLLOWING FOUR BEARINGS AND DISTANCES: NORTH 24 DEGREES 22 MINUTES 14 SECONDS WEST FOR 41.07 FEET, NORTH 18 DEGREES 58 MINUTES 54 SECONDS WEST FOR 95.92 FEET, NORTH 16 DEGREES 34 MINUTES 34 SECONDS WEST FOR 94.86 FEET, AND NORTH 15 DEGREES 40 MINUTES 54 SECONDS WEST FOR 37.03 FEET TO AN EXISTING IRON PIPE MARKING THE SOUTHWEST CORNER OF THE BILLY E STROUP AND ANNIE STROUP PROPERTY. THENCE LEAVING THE RIGHT-OF-WAY OF FRIENDSHIP ROAD, ALONG THE COMMON LINE WITH BILLY E STROUP AND ANNIE STROUP NORTH 77 DEGREES 37 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 496.17 FEET TO THE SOUTHEAST CORNER OF THE STROUP PROPERTY. THENCE NORTH 06 DEGREES 04 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 178.20 FEET TO THE SOUTHWEST CORNER OF THE DEREK A. NEVEROSKY PROPERTY. THENCE ALONG NEVEROSKY'S SOUTHERN LINE NORTH 80 DEGREES 28 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 771.38 FEET TO THE POINT AND PLACE OF BEGINNING, CONTAINING 6.47 ACRES AS SHOWN ON THE RECOMBINATION PLAT, NEW LOT 2, AS RECORDED IN BOOK OF MAPS 2018 PAGE 734 IN THE WAKE COUNTY REGISTER OF DEEDS.

THE PROPERTY HEREINABOVE DESCRIBED WAS ACQUIRED BY GRANTOR IN DEED BOOK 16457 PAGE 598 AND DEED BOOK 17107 PAGE 821, WAKE COUNTY REGISTER OF DEEDS.

Colleen C. Jewell



AGENT AUTHORIZATION FORMApplication #: 21CZ05Submittal Date: March 1, 2021

Neverosky, Derek A is the owner* of the property for which the attached application is being submitted:

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

The property address is: 2109 Old US Hwy 1The agent for this project is: William G. Daniel & Associates, P.A.☐ I am the owner of the property and will be acting as my own agentAgent Name: William DanielAddress: 1150 SE Maynard Road Suite 260 Cary NC 27511Telephone Number: 919.467.9708E-Mail Address: bdaniel@wmgda.com

Signature(s) of Owner(s):*

Derek Anthony Neverosky
Derek Anthony Neverosky

Type or print name

2/10/2021

Date

Type or print name

Date

Attach additional sheets if there are additional owners.

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

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

AFFIDAVIT OF OWNERSHIP

Application #: 21CZ05

Submittal Date: March 1, 2021

The undersigned, Neverosky, Derek A (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 2109 Old US Hwy 1 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 10/20/2010, and recorded in the Wake County Register of Deeds Office on 10/20/2010, in Book 14121 Page 955.
4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 10/20/2010, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 10/20/2010, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 10 day of February, 2021.

(seal)

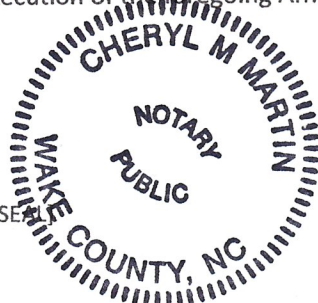
Derek Anthony Neverosky

Type or print name

STATE OF NORTH CAROLINA

COUNTY OF Wake

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



[NOTARY SEAL]

Cheryl M. Martin

Notary Public

State of North Carolina

My Commission Expires: 11-14-2021

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: 21CZ05

Submittal Date: March 1, 2021

Insert legal description below.

PIN: 0730197850

BEGINNING at an iron stake, the southeast corner for Charlie Morrison, bearing North Carolina Grid Coordinates of Y=709,571.758 and X=2,031,261.269 and runs thence North 06 degrees 04 minutes 59 seconds East 98.39 feet to an iron stake in the southern right of way of S. R. 1011 (Old U. S. Highway 1); thence North 71 degrees 06 minutes 45 seconds East with the southern right of way of S. R. 1011 (Old U. S. Highway 1) 719.43 feet to a stake; thence South 18 degrees 55 minutes 40 seconds East 214.60 feet to an iron stake; a corner for Mamie Evans and others; thence South 80 degrees 28 minutes 10 seconds West 771.38 feet to the point and place of BEGINNING, containing 2.611 acres and being all of Tract 6A, according to map entitled "Property of Annie M. Sears Heirs" by Smith and Smith Surveyors, dated January, 1974, and recorded in Book of Maps 1974, Page 89, Wake County Registry.

NOTICE OF ELECTRONIC NEIGHBORHOOD MEETING

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

02.10.2021

Date

Dear Neighbor:

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

0 Friendship Road & 2109 Old US Hwy 1

0730.19.6547 & 0730.19.7850

Address(es)

PIN(s)

in accordance with the Town of Apex Electronic Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, you may contact the applicant before or after the meeting is held. Once an application has been submitted to the Town, it may be tracked using the [Interactive Development Map](#) or the [Apex Development Report](#) located on the Town of Apex website at www.apexnc.org. If at all feasible given emergency declarations, limits on in-person gatherings, and social distancing, an additional in-person Neighborhood Meeting may be scheduled and held prior to a public hearing or staff decision on the application.

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

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

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

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

This meeting is to discuss the proposal to rezone properties

to Tech Flex (TF) from Rural Residential (RR)

Estimated submittal date: 03.01.2021

MEETING INFORMATION:

Property Owner(s) name(s): Cool Pools NC LLC & Neverosky, Derek A

Applicant(s): William G. Daniel & Associates, P.A.

Contact information (email/phone): bdaniel@wmgda.com / 919.467.9708

Electronic Meeting invitation/call in info: via Teams Meeting website link: bit.ly/friendshipmtg022521 call in: 1.469.998.7564 , id: 26013647#

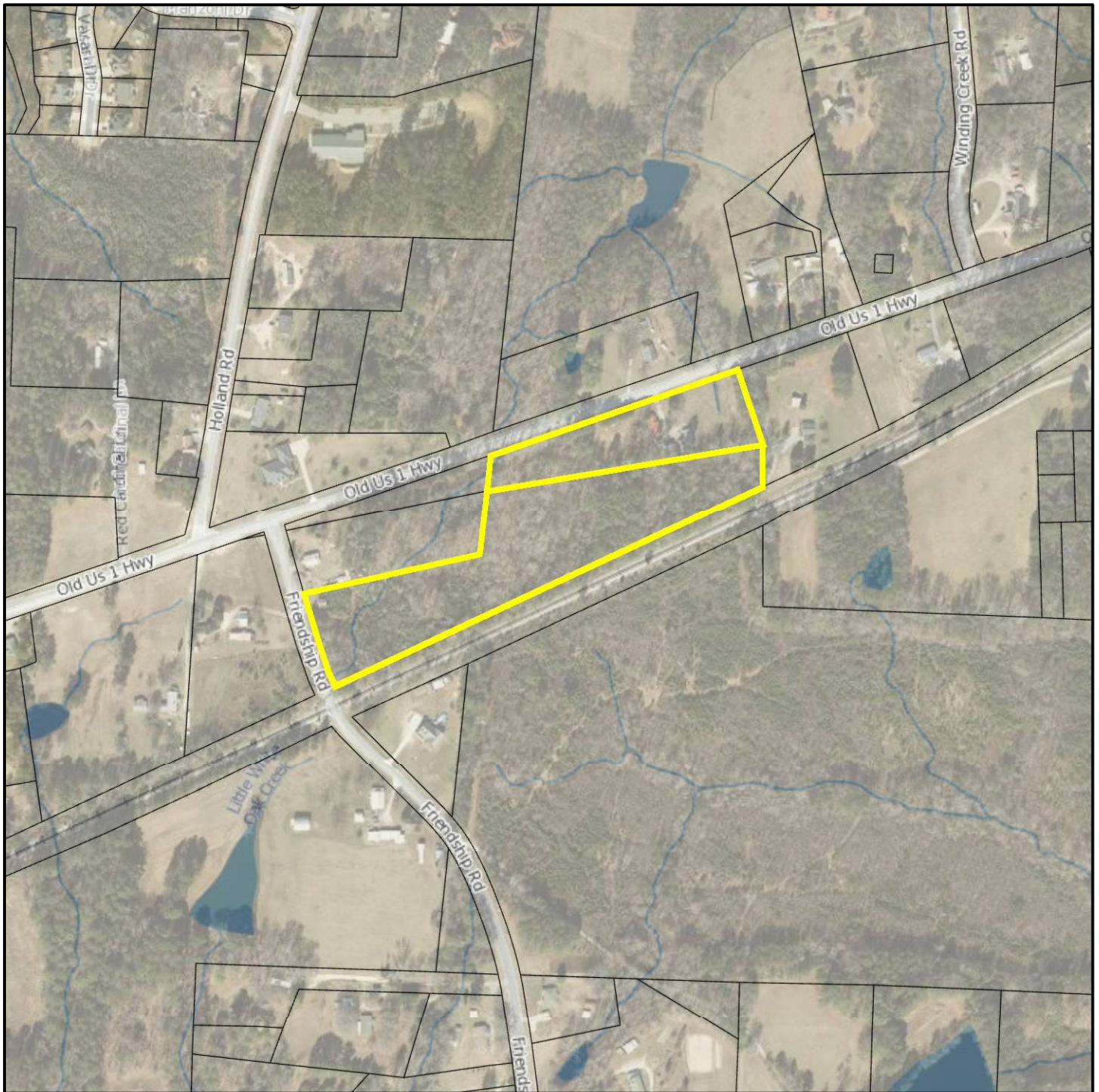
Date of meeting**: February 25, 2021

Time of meeting**: 5:00 - 7:00

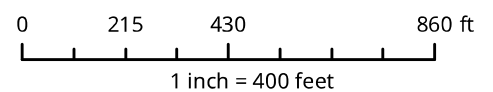
MEETING AGENDA TIMES:

Welcome: 5:00 Project Presentation: 5:05 Question & Answer: 5:15

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



Vicinity Map



Disclaimer

*iMaps makes every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are **NOT** surveys. No warranties, expressed or implied, are provided for the data therein, its use, or its interpretation.*



EXISTING ZONING

Zoning Districts

See UDO Article 3 for details

B1	Neighborhood Business
B2	Downtown Business
CB	Conservation Buffer
HDMF	High Density Multi-Family Residential
HDSF	High Density Single-Family Residential
MD	Medium Density Residential
LD	Low Density Residential
LI	Light Industrial
MEC	Major Employment Center
MH	Manufactured Housing Residential
MHP	Mobile Home Park
MORR	Mixed Office-Residential-Retail
O&I	Office and Institutional
PC	Planned Commercial
PUD	Planned Unit Development
SD	Sustainable Development
TF	Tech/Flex
RA	Residential Agricultural
RR	Rural Residential
TND	Traditional Neighborhood District
-CU	Conditional Use
-CZ	Conditional Zoning

PROJECT CONTACT INFORMATION

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Development Contacts:

Project Name: Friendship Storage Zoning: RR

Location: 0 Friendship Road & 2109 Old US Hwy 1

Property PIN(s): 0730.19.6547 & 0730.19.7850 Acreage/Square Feet: ±9.09

Property Owner: Cool Pools NC LLC & Neverosky, Derek A

Address: 0 Friendship Road & 2109 Old US Hwy 1

City: Apex State: NC Zip: 27502

Phone: - Email: -

Developer: Terco Properties

Address: 6406 McCrimmon Parkway

City: Morrisville State: NC Zip: 27560

Phone: 919.608.7879 Fax: - Email: tkugler5@aol.com

Engineer: William G. Daniel & Associates, P.A.

Address: 1150 SE Maynard Rd Ste 260

City: Cary State: NC Zip: 27511

Phone: 919.467.9708 Fax: 919.460.7585 Email: bdaniel@wmgda.com

Builder (if known): not yet determined

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

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

Town of Apex Department Contacts

Planning Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks Planner	(919) 249-7468
Public Works - Transportation Russell Dalton, Senior Transportation Engineer	(919) 249-3358
Water Resources Department Jessica Bolin, Senior Engineer (Stormwater, Sedimentation & Erosion Control) Stan Fortier, Senior Engineer (Stormwater, Sedimentation & Erosion Control) James Gregg, Utility Engineer (Water & Sewer)	(919) 249-3537 (919) 249-1166 (919) 249-3324
Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(919) 249-3342

INVITATIONS SENT TO THE FOLLOW:

MCCLAMB, WALTER J
PO BOX 243
APEX NC 27502-0243

CAMP, BELINDA S
2008 OLD US 1 HWY
APEX NC 27502-7767

STROUP, BILLY E STROUP, ANNIE
1924 OLD US 1 HWY # 1S
APEX NC 27502-7765

SEARS, OSCAR FINCH
2008 OLD US 1 HWY
APEX NC 27502-7767

COOL POOLS NC LLC
2300 OLD US 1 HWY
APEX NC 27502-8409

KELLY, JOYCE
2217 OLD US 1 HWY
APEX NC 27502-8408

NEVEROSKY, DEREK A
2109 OLD US 1 HWY
APEX NC 27502-7770

LAWRENCE, KEVIN LOUIS
LAWRENCE, TAMMY DENTON
3021 FRIENDSHIP RD
APEX NC 27502-8717

EVANS, CASWELL A JR TRUSTEE
EVANS, ARLENE G TRUSTEE
15107 ANITA LN
LAKESIDE MI 49116-9720

TOWN OF APEX
PLANNING DEPARTMENT
PO BOX 250
APEX NC 27502

SEARS, STACEY WADE
SEARS, GINNY HOLLAND
301 S SALEM ST
APEX NC 27502-2531

DALMASSO, JOSEPH P TRUSTEE
DALMASSO, WILLIAM
TIMOTHY TRUSTEE
7141 MEADOW GATE DR
APEX NC 27502-8768

LIN, VICKY KU LIN, JEN CHING
3101 FOX SHADOW DR
APEX NC 27502-8770

SEARS, ROBERT LARRY
2108 OLD US 1 HWY
APEX NC 27502-7769

SEARS, OSCAR FINCH
2804 HOLLAND RD
APEX NC 27502-9150

ELECTRONIC NEIGHBORHOOD MEETING ATTENDANCE SHEET

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Meeting Format: Microsoft Teams

Date of meeting: February 25, 2021 Time of meeting: 5:00 - 7:00

Property Owner(s) name(s): Cool Pools NC LLC & Neverosky, Derek A

Applicant(s): Terco Properties

Please list Electronic Neighborhood Meeting Attendees who provided their name and/or contact information either during the meeting or via phone/email before or after the meeting.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	Please see attached				
2.	sheet for list of attendees				
3.	of Microsoft Teams Meeting				
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					

Use additional sheets, if necessary.

Attendee List from Microsoft Teams Neighborhood Meeting 02.25.21

Full Name		User Action	Timestamp
Brian Nichols		Joined	2/25/2021, 4:47:55 PM
William Daniel		Joined	2/25/2021, 4:55:16 PM
+1 919-335-2147	unknown	Joined	2/25/2021, 4:55:48 PM
+1 919-335-2147		Left	2/25/2021, 5:14:23 PM
+1 919-362-8048	Larry Sears rep	Joined	2/25/2021, 4:57:45 PM
+1 919-362-8048		Left	2/25/2021, 5:13:59 PM
+1 919-801-4066	Robert Sears	Joined	2/25/2021, 5:18:41 PM
+1 919-801-4066		Left	2/25/2021, 5:29:33 PM

Arlene Evan called in to inquire 02.26.21

We explained all that was covered in n'hood meeting. She requested plans and updates.

Arlene Evans / [REDACTED]

SUMMARY OF DISCUSSION FROM THE ELECTRONIC NEIGHBORHOOD MEETING

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Property Owner(s) name(s): Cool Pools NC LLC & Neverosky, Derek A

Applicant(s): William G Daniel & Associates, P.A.

Contact information (email/phone): bdaniel@wmgda.com / 919.467.9708

Meeting Format: Microsoft Teams

Date of meeting: February 25, 2021 Time of meeting: 5:00 - 7:00

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

Question/Concern #1:

it was pointed out that the back tract was wetlands and very wet all the time

Applicant's Response:

Acknowledged that it was wet and there were areas of wetlands that we would be working around
but the entire parcel is not consumed with wetlands.

Question/Concern #2:

Attendee has called Planning Board to voice opposition to the self storage use proposed with
this rezoning. Doesn't think self storage is proper coming into Apex

Applicant's Response:

Noted.

Question/Concern #3:

Will this rezoning change any zoning on my property?

Applicant's Response:

No. This rezoning petition is specific to the two subject parcels. If you wanted to change your
parcel's zoning you would need to submit a rezoning application and go through the process
just as we are.

Question/Concern #4:

Would we be able to see the storage facility?

Applicant's Response:

We anticipate a 30' buffer along US Hwy 1 that would offers some shielding of view. But, there to
say you wouldn't be able to see it isn't correct. There, at least, would be a break at the entrance drive.

SUMMARY OF DISCUSSION FROM THE ELECTRONIC NEIGHBORHOOD MEETING

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Question/Concern #1:

Called in to voice that he and others were not supportive of a self storage use. Doesn't think its the right image to give for a main road into Apex. Thought more of a store business was appropriate.

Applicant's Response:

Noted. We explained there would be some buffering along the road and that the stoage would be to the rear of the property. We envision retail being at the front of the site.

Question/Concern #2:

Traffic in the area is a concern. This bit of area is largely single family homes and it's already a busier street than ever before.

Applicant's Response:

Noted. We could better address that at time of site plan submittal. But, a self storage facility is one of the lowest generators of traffic. So, that use would be favorable to your point.
The retail component is not a lowest generator of traffic.

Question/Concern #3:

Reiterated that he and others property owners in the immediate area were not supportive.

Applicant's Response:

Noted.

Question/Concern #4:

Arlene Evans called in for a summary of the meeting she was unable to attend. She confirmed her parcel was not part of the rezoning and asked what the general support level was of the neighbors.

Applicant's Response:

Confirmed that her parcel was not included. Ran through the introduction of the proposal for her.
Also shared the attendees' comments/concerns.

AFFIDAVIT OF CONDUCTING AN ELECTRONIC NEIGHBORHOOD MEETING AND ISSUES/RESPONSES SUBMITTAL

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

I, William Daniel, do hereby declare as follows:
Print Name

1. I have conducted an Electronic Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Planning Department, all property owners within 300 feet of the subject property and any neighborhood association that represents citizens in the area via first class mail a minimum of 10 days in advance of the Electronic Neighborhood Meeting.
3. The meeting was conducted via Microsoft Teams (indicate format of meeting) on February 25, 2021 (date) from 5:00 (start time) to 7:00 (end time).
4. I have included the mailing list, meeting invitation, attendance sheet issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.

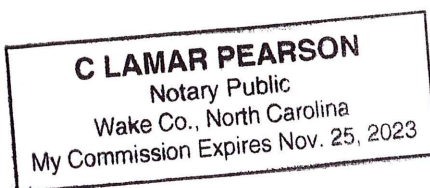
2/26/2021
Date

By: William Daniel

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, C Lamar Pearson, a Notary Public for the above State and County, on this the 26th day of February, 2021.

SEAL



C Lamar Pearson
Notary Public
C Lamar Pearson
Print Name

My Commission Expires: 11/25/2023

PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: 21CZ05 Friendship Storage

Planning Board Meeting Date: May 10, 2021



Report Requirements:

Per NCGS §160D-604(b), all proposed amendments to the zoning ordinance or zoning map shall be submitted to the Planning Board for review and comment. If no written report is received from the Planning Board within 30 days of referral of the amendment to the Planning Board, the Town Council may act on the amendment without the Planning Board report. The Town Council is not bound by the recommendations, if any, of the Planning Board.

Per NCGS §160D-604(d), the Planning Board shall advise and comment on whether the proposed action is consistent with all applicable officially adopted plans, and provide a written recommendation to the Town Council that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with the officially adopted plans shall not preclude consideration or approval of the proposed amendment by the Town Council.

PROJECT DESCRIPTION:

Acreage: ± 9.09 acres

PIN(s): 0739196547 & 0730197850

Current Zoning: Rural Residential (RR)

Proposed Zoning: Tech/Flex-Conditional Zoning (TF-CZ)

2045 Land Use Map: Office Employment/Commercial Services and Office Employment

Town Limits: ETJ

Applicable Officially Adopted Plans:

The Board must state whether the project is consistent or inconsistent with the following officially adopted plans, if applicable. Applicable plans have a check mark next to them.

☒ 2045 Land Use Map
☒ Consistent ☐ Inconsistent Reason: _____

☒ Apex Transportation Plan
☒ Consistent ☐ Inconsistent Reason: _____

☐ Parks, Recreation, Open Space, and Greenways Plan
☐ Consistent ☐ Inconsistent Reason: _____

PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: 21CZ05 Friendship Storage

Planning Board Meeting Date: May 10, 2021



Legislative Considerations:

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

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

☒ Consistent ☐ Inconsistent Reason: _____

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

☒ Consistent ☐ Inconsistent Reason: _____

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

☒ Consistent ☐ Inconsistent Reason: _____

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

☒ Consistent ☐ Inconsistent Reason: _____

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

☒ Consistent ☐ Inconsistent Reason: _____

PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: 21CZ05 Friendship Storage

Planning Board Meeting Date: May 10, 2021



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

☒ Consistent ☐ Inconsistent Reason: _____

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

☒ Consistent ☐ Inconsistent Reason: _____

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

☒ Consistent ☐ Inconsistent Reason: _____

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

☒ Consistent ☐ Inconsistent Reason: _____

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

☒ Consistent ☐ Inconsistent Reason: _____

PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: 21CZ05 Friendship Storage

Planning Board Meeting Date: May 10, 2021



Planning Board Recommendation:

Motion: Recommend approval as presented by staff and applicant.

Introduced by Planning Board member: Reginald Skinner

Seconded by Planning Board member: Ryan Akers

- ☐ *Approval:* the project is consistent with all applicable officially adopted plans and the applicable legislative considerations listed above.
- ☒ *Approval with conditions:* the project is not consistent with all applicable officially adopted plans and/or the applicable legislative considerations as noted above, so the following conditions are recommended to be included in the project in order to make it fully consistent:

Conditions as proposed by applicant.

- ☐ *Denial:* the project is not consistent with all applicable officially adopted plans and/or the applicable legislative considerations as noted above.

With 7 Planning Board Member(s) voting "aye"

With 1 Planning Board Member(s) voting "no"

Reasons for dissenting votes:

Tina Sherman:

Per neighbors' concerns that proposed land use map shows Office Employment/Commercial Service and Office Employment, the neighbors were likely expecting office vs. storage. The use may align but it doesn't follow the map per neighbors' expectations.

This report reflects the recommendation of the Planning Board, this the 10th day of May 2021.

Attest:

Michael Marks Digitally signed by Michael Marks
Date: 2021.05.10 20:26:51 -04'00'

Michael Marks, Planning Board Chair

Dianne Khin Digitally signed by Dianne Khin
Date: 2021.05.10 16:58:04 -04'00'

Dianne Khin, Director of Planning and
Community Development



TOWN OF APEX
POST OFFICE BOX 230
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

**PUBLIC NOTIFICATION
OF PUBLIC HEARINGS
CONDITIONAL ZONING #21CZ05
Friendship Storage**

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Planning Board of the Town of Apex. The purpose of these hearings is to consider the following:

Applicant: Terco Properties
Authorized Agent: William Daniel, William G. Daniel & Associates, P.A.
Property Addresses: 0 Friendship Road & 2109 Old US 1 Highway
Acres: 29.09 acres
Property Identification Numbers (PINs): 0730196547 & 0730197850
2045 Land Use Map Designation: Office Employment/Commercial Services and Office Employment
Existing Zoning of Properties: Rural Residential (RR)
Proposed Zoning of Properties: Tech/Flex-Conditional Zoning (TF-CZ)

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd Floor
73 Hunter Street, Apex, North Carolina

Planning Board Public Hearing Date and Time: May 10, 2021 4:30 PM

If you would like to speak during the public hearing, you may sign-in ahead of time by emailing your name and address to bonnie.brock@apexnc.org. You may attend the meeting in person or view the meeting through the Town's YouTube livestream at: <https://www.youtube.com/c/townofapexgov>.

If you are unable to attend, you may provide comments no later than noon on Friday, May 7, 2021 by email (public.hearing@apexnc.org, 350-word limit) or voicemail (919-362-7300, 3-minute limit) according to the Remote Participation Policy at: <http://www.apexnc.org/DocumentCenter/View/31397/>. You must provide your name and address for the record. These comments will be read during the Planning Board meeting.

A separate notice of the Town Council public hearing on this project will be mailed and posted in order to comply with State public notice requirements.

Vicinity Map:



Property owners within 300 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at <https://maps.raleighnc.gov/imaps>. The 2045 Land Use Map may be viewed online at www.apexnc.org/DocumentCenter/View/478. You may call 919-249-3426, Department of Planning and Community Development, with questions or for further information. To view the petition and related documents on-line: <https://www.apexnc.org/DocumentCenter/View/34741>.

Dianne F. Khin, AICP
Director of Planning and Community Development

Published Dates: April 23- May 10, 2021



TOWN OF APEX

POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

PUBLIC NOTIFICATION OF PUBLIC HEARINGS CONDITIONAL ZONING #21CZ05 Friendship Storage

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Dianne F. Khin, AICP
Director of Planning and Community Development



TOWN OF APEX

POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

AFFIDAVIT CERTIFYING Public Notification – Written (Mailed) Notice

Section 2.2.11

Town of Apex Unified Development Ordinance

Project Name: Conditional Zoning #21CZ15
Friendship Storage

Project Location: 0 Friendship Road & 2109 Old US 1 Highway

Applicant or Authorized Agent: William Daniel

Firm: William G. Daniel & Associates, P.A.

This is to certify that I, as Director of Planning and Community Development, mailed or caused to have mailed by first class postage for the above mentioned project on April 30, 2021, a notice containing the time and place, location, nature and scope of the application, where additional information may be obtained, and the opportunity for interested parties to be heard, to the property owners within 300' of the land subject to notification. I further certify that I relied on information provided to me by the above-mentioned person as to accuracy and mailing addresses of property owners within 300' of the land subject to notification.

4-30-2021

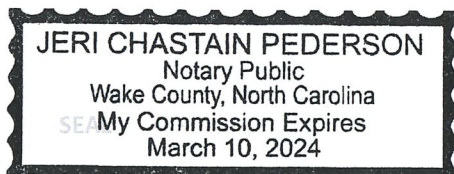
Date

Lauren Stauplenmaier for Dianne Khin
Director of Planning and Community Development

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Jeri Chastain Pederson, a Notary Public for the above

State and County, this the 30 day of April, 202 1.



Jeri Chastain Pederson
Notary Public

My Commission Expires: 03 / 10 / 2024



TOWN OF APEX

POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

AFFIDAVIT CERTIFYING Public Notification – Written (Mailed) Notice

Section 2.2.11
Town of Apex Unified Development Ordinance

Project Name: Conditional Zoning #21CZ15
Friendship Storage
Project Location: 0 Friendship Road & 2109 Old US 1 Highway
Applicant or Authorized Agent: William Daniel
Firm: William G. Daniel & Associates, P.A.

This is to certify that I, as Director of Planning and Community Development, mailed or caused to have mailed by first class postage for the above mentioned project on April 23, 2021, a notice containing the time and place, location, nature and scope of the application, where additional information may be obtained, and the opportunity for interested parties to be heard, to the property owners within 300' of the land subject to notification. I further certify that I relied on information provided to me by the above-mentioned person as to accuracy and mailing addresses of property owners within 300' of the land subject to notification.

4-23-2021

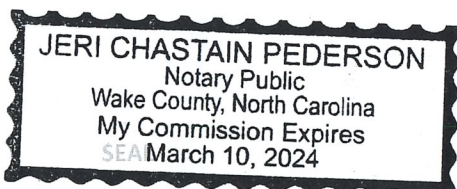
Date

Lauren Staufenmaier for Dianne Khin
Director of Planning and Community Development

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Jeri Chastain Pederson, a Notary Public for the above

State and County, this the 23 day of April, 2021.



Jeri Chastain Pederson
Notary Public

My Commission Expires: 03/10/2024



TOWN OF APEX
POST OFFICE BOX 230
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

**PUBLIC NOTIFICATION
OF PUBLIC HEARINGS
CONDITIONAL ZONING #21CZ05
Friendship Storage**

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Town Council of the Town of Apex. The purpose of these hearings is to consider the following:

Applicant: Terco Properties
Authorized Agent: William Daniel, William G. Daniel & Associates, P.A.
Property Addresses: 0 Friendship Road & 2109 Old US 1 Highway
Acreage: 29.09 acres
Property Identification Numbers (PINs): 0730196547 & 0730197850
2045 Land Use Map Designation: Office Employment/Commercial Services and Office Employment
Existing Zoning of Properties: Rural Residential (RR)
Proposed Zoning of Properties: Tech/Flex-Conditional Zoning (TF-CZ)

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd Floor
73 Hunter Street, Apex, North Carolina

Comments received prior to or during the Planning Board public hearing will not be read during the Town Council public hearing. Separate comments must be provided for the two public hearings in the time frames specified below.

Town Council Public Hearing Date and Time: May 25, 2021 6:00 PM

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at:
<https://www.youtube.com/c/townofapexgov>.

If you are unable to attend, you may provide comments no sooner than Friday, May 7, 2021 at noon but no later than noon on Monday, May 24, 2021 by email (public.hearing@apexnc.org, 350-word limit) or voicemail (919-362-7300, 3-minute limit) according to the Remote Participation Policy at: <http://www.apexnc.org/DocumentCenter/View/31397>. You must provide your name and address for the record. These comments will be read during the Town Council meeting.

If the Council meeting is held with at least one member attending virtually, the vote on the subject of this public hearing will be delayed per State law to allow for comments to be submitted between publication of any required notice and 24 hours after the public hearing. Comments must be provided according to the means specified above. This item will then be scheduled for the next Town Council meeting. Please note that at this subsequent meeting, Town Council may choose to vote on the item, table the discussion to a later date, or take other action which would delay Council action to another time.

Vicinity Map:



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Dianne F. Khin, AICP
Director of Planning and Community Development

Published Dates: April 30- May 25, 2021



TOWN OF APEX

POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

PUBLIC NOTIFICATION OF PUBLIC HEARINGS CONDITIONAL ZONING #21CZ05 Friendship Storage

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Authorized Agent: William Daniel, William G. Daniel & Associates, P.A.

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Acreage: ±9.09 acres

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Existing Zoning of Properties: Rural Residential (RR)

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Public Hearing Location: Apex Town Hall
Council Chamber, 2nd Floor
73 Hunter Street, Apex, North Carolina

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Town Council Public Hearing Date and Time: May 25, 2021 6:00 PM

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<https://www.youtube.com/c/townofapexgov>.

If you are unable to attend, you may provide comments no sooner than Friday, May 7, 2021 at noon but no later than noon on Monday, May 24, 2021 by email (public.hearing@apexnc.org, 350-word limit) or voicemail (919-362-7300, 3-minute limit) according to the Remote Participation Policy at: <http://www.apexnc.org/DocumentCenter/View/31397/>. You must provide your name and address for the record. These comments will be read during the Town Council meeting.

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Dianne F. Khin, AICP
Director of Planning and Community Development

Published Dates: April 30- May 25, 2021



TOWN OF APEX

POST OFFICE BOX 350
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

REVISED PUBLIC NOTIFICATION OF PUBLIC HEARINGS CONDITIONAL ZONING #21CZ05 Friendship Storage CONTINUED

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Town Council of the Town of Apex. The purpose of these hearings is to consider the following:

Applicant: Terco Properties

Authorized Agent: William Daniel, William G. Daniel & Associates, P.A.

Property Addresses: 0 Friendship Road & 2109 Old US 1 Highway

Acreage: ~~5.40~~ 9.08 acres

Property Identification Numbers (PINs): 0730196547 & 0730197850

2045 Land Use Map Designation: Office Employment/Commercial Services and Office Employment

Existing Zoning of Properties: Rural Residential (RR)

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Comments received prior to or during the Planning Board public hearing will not be read during the Town Council public hearing. Separate comments must be provided for the two public hearings in the time frames specified below.

Town Council Public Hearing Date and Time: ~~May 26, 2021~~ June 8, 2021 6:00 PM

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at:

<https://www.youtube.com/c/townofapexgov>

If you are unable to attend, you may provide comments no sooner than Friday, May 7, 2021 at noon but no later than noon on Monday, ~~May 24~~ June 7, 2021 by email (public.hearing@apexnc.org, 350-word limit) or voicemail (919-362-7300, 3-minute limit) according to the Remote Participation Policy at: <https://www.apexnc.org/DocumentCenter/View/31397>. You must provide your name and address for the record. These comments will be read during the Town Council meeting.

If the Council meeting is held with at least one member attending virtually, the vote on the subject of this public hearing will be delayed per State law to allow for comments to be submitted between publication of any required notice and 24 hours after the public hearing. Comments must be provided according to the means specified above. This item will then be scheduled for the next Town Council meeting. Please note that at this subsequent meeting, Town Council may choose to vote on the item, table the discussion to a later date, or take other action which would delay Council action to another time.

Vicinity Map:



Property owners within 300 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at <https://www.apexnc.org/Map>. The 2045 Land Use Map may be viewed online at www.apexnc.org/DocumentCenter/View/478. You may call 919-249-3426, Department of Planning and Community Development, with questions or for further information. To view the petition and related documents on-line: <https://www.apexnc.org/DocumentCenter/View/34741>.

Dianne F. Kline, AICP

Director of Planning and Community Development

Published Dates: April 30 - ~~May 26~~ June 8, 2021



TOWN OF APEX

POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

REVISED PUBLIC NOTIFICATION OF PUBLIC HEARINGS

CONDITIONAL ZONING #21CZ05

Friendship Storage

CONTINUED

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Town Council of the Town of Apex. The purpose of these hearings is to consider the following:

Applicant: Terco Properties

Authorized Agent: William Daniel, William G. Daniel & Associates, P.A.

Property Addresses: 0 Friendship Road & 2109 Old US 1 Highway

Acreage: ~~±9.09~~ **9.08** acres

Property Identification Numbers (PINs): 0730196547 & 0730197850

2045 Land Use Map Designation: Office Employment/Commercial Services and Office Employment

Existing Zoning of Properties: Rural Residential (RR)

Proposed Zoning of Properties: Tech/Flex-Conditional Zoning (TF-CZ)

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd Floor
73 Hunter Street, Apex, North Carolina

Comments received prior to or during the Planning Board public hearing will not be read during the Town Council public hearing. Separate comments must be provided for the two public hearings in the time frames specified below.

Town Council Public Hearing Date and Time: ~~May 25, 2021~~ **June 8, 2021 6:00 PM**

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at:
<https://www.youtube.com/c/townofapexgov>.

If you are unable to attend, you may provide comments no sooner than Friday, May 7, 2021 at noon but no later than noon on Monday, ~~May 24~~ **June 7**, 2021 by email (public.hearing@apexnc.org, 350-word limit) or voicemail (919-362-7300, 3-minute limit) according to the Remote Participation Policy at: <http://www.apexnc.org/DocumentCenter/View/31397/>. You must provide your name and address for the record. These comments will be read during the Town Council meeting.

If the Council meeting is held with at least one member attending virtually, the vote on the subject of this public hearing will be delayed per State law to allow for comments to be submitted between publication of any required notice and 24 hours after the public hearing. Comments must be provided according to the means specified above. This item will then be scheduled for the next Town Council meeting. Please note that at this subsequent meeting, Town Council may choose to vote on the item, table the discussion to a later date, or take other action which would delay Council action to another time.

Vicinity Map:



Property owners within 300 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at <https://maps.raleighnc.gov/imaps>. The 2045 Land Use Map may be viewed online at www.apexnc.org/DocumentCenter/View/478. You may call 919-249-3426, Department of Planning and Community Development, with questions or for further information. To view the petition and related documents on-line: <https://www.apexnc.org/DocumentCenter/View/34741>.

Dianne F. Khin, AICP
Director of Planning and Community Development



TOWN OF APEX

POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

AFFIDAVIT CERTIFYING Public Notification – Written (Mailed) Notice

Section 2.2.11

Town of Apex Unified Development Ordinance

Project Name: Conditional Zoning #21CZ05
Friendship Storage

Project Location: 0 Friendship Road & 2109 Old US 1 Highway

Applicant or Authorized Agent: William Daniel

Firm: William G. Daniel & Associates, P.A.

This is to certify that I, as Director of Planning and Community Development, mailed or caused to have mailed by first class postage for the above mentioned project on May 28, 2021, a notice containing the time and place, location, nature and scope of the application, where additional information may be obtained, and the opportunity for interested parties to be heard, to the property owners within 300' of the land subject to notification. I further certify that I relied on information provided to me by the above-mentioned person as to accuracy and mailing addresses of property owners within 300' of the land subject to notification.

5-28-21

Date

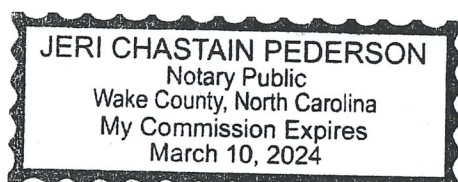
Annade Rance for Dianne Khin

Director of Planning and Community Development

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Jeri Chastain Pederson, a Notary Public for the above

State and County, this the 28 day of May, 2021.



Jeri Chastain Pederson
Notary Public

My Commission Expires: 03 / 10 / 2024

Siena and Verona
at Bella Casa

Winding
Creek
Estates

Red Cardinal Ln

Holland Rd

Old US 1 Hwy

2001

2017

2109

Kirkwood

3001

Friendship Rd

Rezoning #21CZ05

Public Hearing Sign Posted By

Joan J
Signature

3/8/2021
Date

March, 2021
January 2021 Aerial Photography
Prepared by: Town of Apex Planning Department

0

500

1,000

Feet

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: June 8, 2021

Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning and Community Development

Requested Motion

This item has been withdrawn by the applicant so that it may be resubmitted as a conditional rezoning. Once resubmitted, this item will go through the full rezoning process again.

Public hearing and possible motion to approve a 2045 Land Use Map amendment and Rezoning Application #21RZ07 Herbert Street. The applicant, Lane Raw Land, LLC, seeks to amend the 2045 Land Use Map from Medium Density Residential to Office Employment/Commercial Services and rezone approximately 0.27 acres located at 0 Herbert Street (PIN 0741397109) from Medium Density Residential (MD) to Neighborhood Business (B1).

Approval Recommended?

The Planning and Community Development Department recommends denial.

The Planning Board held a Public Hearing on May 10, 2021. The Planning Board recommended approval of the 2045 Land Use Map amendment by vote of 7-1. However, the Planning Board unanimously recommended denial of the rezoning as presented by the applicant.

Item Details

This item was continued from the May 25, 2021 Town Council meeting.

Attachments

- Map
- Application



Rezoning #21RZ07

**Apex First
Baptist Church**

Germaine Village

Herbert St

E Williams St

S Hughes St

S Salem St

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

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Application #: 21RZ07

Submittal Date: 3-1-21

2045 LUM Amendment: _____

Fee Paid: \$600

Project Information

Project Name: Herbert Street Commercial

Address(es): 0 Herbert Street

PIN(s): 0741-39-7109

Acreage: 0.27

Current Zoning: MD with Small Town Character Overlay Proposed Zoning: B1 with Small Town Character Overlay

Current 2045 LUM Designation: Medium Density Residential

Proposed 2045 LUM Designation: Office Employment/Commercial Services

See next page for LUM Amendment.

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

Area classified as mixed use:

Acreage: _____

Area proposed as non-residential development:

Acreage: _____

Percent of mixed use area proposed as non-residential:

Percent: _____

Applicant Information

Name: Lane Raw Land LLC

Address: PO Box 2230

City: Angier

State: NC

Zip: 27501

Phone: _____

E-mail: _____

Owner Information

Name: Same as Applicant

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

E-mail: _____

Agent Information

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

E-mail: _____

Other contacts: Jason Barron - Attorney for Applicant

425 Fayetteville St | Ste 530 | Raleigh, NC 27601

jbarron@morningstarlawgroup.com

919-590-0371

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

Application #: 21RZ07

Submittal Date: 3-1-21

2045 LAND USE MAP AMENDMENT (IF APPLICABLE)

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

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

0 Herbert Road

Current 2045 Land Use Classification: Medium Density Residential

Proposed 2045 Land Use Classification: Office Employment/Commercial Services

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

The property in question is part of a larger assemblage which fronts onto Highway 55. The properties along Highway 55 are designated on the 2045 Land Use Map for a combination of Commercial Services and Office Employment. The Land Use Map change is requested to bring one development assemblage into conformity.

The property in question backs up to a residential area, but the current owner hopes to develop it as part of a neighborhood commercial center which addresses Highway 55, rather than the residential area. Therefore, the proposed change is reasonable given that the parcel is proposed to be developed as part of a Highway 55 center.

CERTIFIED LIST OF NEIGHBORING PROPERTY OWNERS

Application #: 21R207

Submittal Date: 3-1-21

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

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

I, Julie M Byrd, certify that this is an accurate listing of all property owners and property owners within 300' of the subject property.

Date: 2-25-2021

By: [Signature]

COUNTY OF WAKE STATE OF NORTH CAROLINA

Sworn and subscribed before me, Julie M Byrd, a Notary Public for the above State and County, on this the 25th day of February, 2021.

SEAL



[Signature]
Notary Public
Julie M Byrd
Print Name

My Commission Expires: 7/24/2023

212207

Owner	PIN
ADAMS, WILEY TIMOTHY ADAMS, PAMELA C	0741-39-8007
ANSARI, ASIF SAEED KHAN, TARANNUM	0741-38-7833
APEX FIRST BAPTIST CHURCH	0741-39-2120
BARNES, ALBERT ROGER BARNES, LUISE K	0741-38-6850
CHIRAYATH, SAJU P CHIRAYATH, MINI S	0741-49-1074
CURIO INVESTMENTS LLC YENNC LLC	0741-49-0424
DALTON, PAUL W DALTON, FAYE H	0741-39-4423
DIXON, SUSAN DIXON, BRENDA STONE	0741-38-8854
GREBING, RONALD E GREBING, ANN P	0741-38-9915
HANCOCK, SHARON S HANCOCK, RICKY W	0741-39-8520
HOLLAND, CHARLES LEE HOLLAND, GLORIA E	0741-39-8052
HORTON, MARY ELIZABETH	0741-39-3276 0741-39-3393
HUOVINEN, HEATH HUOVINEN, ANDREA	0741-38-7945
JANSON, KRISTINA M	0741-39-6174
KELLAN PROPERTIES LLC	0741-38-5947
LANE RAW LAND LLC	0741-39-7109 0741-39-7322 0741-39-8133 0741-39-8264 0741-39-9273
LMOC LEGACY LLC	0741-49-1134
MITCHELL, GARLAND LEE MITCHELL, ESTELLE	0741-39-6033
MORRISSEY, BRIAN CHRISTOPHER MORRISSEY, TATCHAYA	0741-38-8925
THEDIECK, JOY W	0741-39-4471

AGENT AUTHORIZATION FORMApplication #: 218207Submittal Date: 3-1-21

Lane Raw Land LLC is the owner* of the property for which the attached application is being submitted:

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

The property address is: 0 Herbert Road

The agent for this project is: _____

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

Agent Name: _____

Address: _____

Telephone Number: _____

E-Mail Address: _____

Signature(s) of Owner(s)*

Don Lane

Type or print name

2/25/2021

Date

Type or print name

Date

Attach additional sheets if there are additional owners.

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

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

AFFIDAVIT OF OWNERSHIPApplication #: 21 R207Submittal Date: 3-1-21

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

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 0 Herbert Street and legally described in Exhibit "A" attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 12/19/19, and recorded in the Wake County Register of Deeds Office on 5/27/2020, in Book 17885 Page 1204.
4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 12/19/19, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 12/19/19, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 25 day of February, 20 21. [Signature] (seal)
Don Lane
Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Wake

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

[NOTARY SEAL]

[Signature]
Notary Public
State of North Carolina
My Commission Expires: 7/24/2023

EXHIBIT A

BEGINNING at a p.k. nail at the southwestern corner of property now owned by Cor E. Bregman (Book 7008, Page 45, Wake County Registry ("WCR"); PIN # 0741.06-39-7322) (hereinafter "200 Williams"), said nail being located South 43 deg. 30' 28" East a distance of 516.63 feet from NCOS Mon. "Salem", running thence along said with the southern line of said 200 Williams, South 64 deg. 01' 30" East a distance of 191.00 feet to an iron pipe at the southwestern corner of 200 Williams and in the western line of Lot 2 (Pin # 0741.06-39-3264) as shown on the map recorded in Book of Maps 1987, Page 85, WCR; running thence along and with the western line of said Lot 2, South 23 deg. 14' 34" West a distance of 32.49 feet to an iron pipe located at the northwestern corner of Lot 3 (Pin # 0741.06-39-8113) as shown on the plat recorded in Book of Maps 1994, Page 1102, WCR; running thence along and with the western line of said Lot 3, South 25 deg. 20' 45" West a distance of 31.37 feet to an iron pipe at the northeastern corner of property now or formerly owned by Sallie Bell Helt Smith Heltz (Deed Book 959, Page 122, WCR; Pin # 0741.06-39-6145); running thence along and with the northern line of the Sallie Heltz Property, North 62 deg. 44' 19" West a distance of 195.95 feet to a p.k. nail; running thence North 28 deg. 50' 39" East a distance of 59.50 feet to the **POINT AND PLACE OF BEGINNING**, containing 11,942 square feet (0.274 acres), more or less, and being all of the property shown and described on that certain survey entitled "Property Of COR E. BREGMAN, Herbert Street, Apex, Wake Co., N.C.", dated 02/06/97, and prepared by John Y. Phelps, Jr., R.L.S. (Field Book 7008), and also being the same property conveyed to Ernest R. Smith and Sallie B. Smith by deed recorded in Book 1320, Page 47, Wake County Registry, to which survey and deed reference is hereby made for a more particular description of same.

NOTICE OF ELECTRONIC NEIGHBORHOOD MEETING

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

2/15/2021

Date

Dear Neighbor:

You are invited to an electronic neighborhood meeting to review and discuss the development proposal at
0 Herbert Street 0741-39-7109

Address(es)

PIN(s)

in accordance with the Town of Apex Electronic Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, you may contact the applicant before or after the meeting is held. Once an application has been submitted to the Town, it may be tracked using the [Interactive Development Map](#) or the [Apex Development Report](#) located on the Town of Apex website at www.apexnc.org. If at all feasible given emergency declarations, limits on in-person gatherings, and social distancing, an additional in-person Neighborhood Meeting may be scheduled and held prior to a public hearing or staff decision on the application.

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

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

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

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

The owner seeks to rezone the property from Medium Density Residential (MD) to Neighborhood Business (B1) to facilitate the development of a neighborhood scale business along Highway 55.

Estimated submittal date: March 1, 2021

MEETING INFORMATION:

Property Owner(s) name(s):	Lane Raw Land LLC
Applicant(s):	Jason Barron - Attorney for Owner
Contact information (email/phone):	jbarron@morningstarlawgroup.com/919-590-0371
Electronic Meeting invitation/call in info:	bit.ly/mlg02252021mtg
Date of meeting**:	Thursday, February 25, 2021
Time of meeting**:	5:30 PM - 7:30 PM

MEETING AGENDA TIMES:

Welcome: 5:30 - 5:32 Project Presentation: 5:32 to 5:35 Question & Answer: 5:35 - 7:30

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

PROJECT CONTACT INFORMATION

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Development Contacts:

Project Name: Highway 55 Neighborhood Commercial Zoning: Requesting B1

Location: 0 Herbert Street

Property PIN(s): 0741-39-7109 Acreage/Square Feet: 0.27/11,761

Property Owner: Lane Raw Land LLC

Address: PO Box 2230

City: Angier State: NC Zip: 27501

Phone: _____ Email: _____

Developer: Same as Property Owner

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Engineer: None at this time

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Builder (if known): None at this time

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

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

Town of Apex Department Contacts

Planning Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks Planner	(919) 249-7468
Public Works - Transportation Russell Dalton, Senior Transportation Engineer	(919) 249-3358
Water Resources Department Jessica Bolin, Senior Engineer (Stormwater, Sedimentation & Erosion Control)	(919) 249-3537
Stan Fortier, Senior Engineer (Stormwater, Sedimentation & Erosion Control)	(919) 249-1166
James Gregg, Utility Engineer (Water & Sewer)	(919) 249-3324
Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(919) 249-3342

Providing Input to Town Council:

Each Town Council meeting agenda includes a Public Forum time when anyone is permitted to speak for three (3) minutes on any topic with the exception of items listed as Public Hearings for that meeting. The Town Council meets on the 1st and 3rd Tuesdays of each month at 6:00 p.m. (except for holidays, see schedule of meetings at <http://www.apexnc.org/838/Agendas-Minutes>). You may also contact Town Council by e-mail at AllCouncil@apexnc.org.

Private Agreements and Easement Negotiation:

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

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

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

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

Documentation:

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

COMMON CONSTRUCTION ISSUES & WHO TO CALL

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Noise & Hours of Construction: Non-Emergency Police 919-362-8661

Noise from tree removal, grading, excavating, paving, and building structures is a routine part of the construction process. The Town generally limits construction hours from 7:00 a.m. to 8:30 p.m. so that there are quiet times even during the construction process. Note that construction outside of these hours is allowed with special permission from the Town when it makes more sense to have the construction occur at night, often to avoid traffic issues. In addition, the Town limits hours of blasting rock to Monday through Friday from 8:00 a.m. to 5:00 p.m. Report violations of construction hours and other noise complaints to the Non-Emergency Police phone number at 919-362-8661.

Construction Traffic: James Misciagno 919-372-7470

Construction truck traffic will be heavy throughout the development process, including but not limited to removal of trees from site, loads of dirt coming in and/or out of the site, construction materials such as brick and wood brought to the site, asphalt and concrete trucks come in to pave, etc. The Town requires a construction entrance that is graveled to try to prevent as much dirt from leaving the site as possible. If dirt does get into the road, the Town can require they clean the street (see "Dirt in the Road" below).

Road Damage & Traffic Control: Water Resources – Infrastructure Inspections 919-362-8166

There can be issues with roadway damage, roadway improvements, and traffic control. Potholes, rutting, inadequate lanes/signing/stripping, poor traffic control, blocked sidewalks/paths are all common issues that should be reported to Water Resources – Infrastructure Inspections at 919-249-3427. The Town will get NCDOT involved if needed.

Parking Violations: Non-Emergency Police 919-362-8661

Unless a neighbor gives permission, there should be no construction parking in neighbors' driveways or on their property. Note that parking in the right-of-way is allowed, but Town regulations prohibit parking within 15 feet of driveways so as not to block sight triangles. Trespassing and parking complaints should be reported to the Non-Emergency Police phone number at 919-362-8661.

Dirt in the Road: James Misciagno 919-372-7470

Sediment (dirt) and mud gets into the existing roads due to rain events and/or vehicle traffic. These incidents should be reported to James Misciagno. He will coordinate the cleaning of the roadways with the developer.

Dirt on Properties or in Streams: James Misciagno 919-372-7470 Danny Smith Danny.Smith@ncdenr.gov

Sediment (dirt) can leave the site and get onto adjacent properties or into streams and stream buffers; it is typically transported off-site by rain events. These incidents should be reported to James Misciagno at 919-372-7470 so that he can coordinate the appropriate repairs with the developer. Impacts to the streams and stream buffers should also be reported to Danny Smith (danny.smith@ncdenr.gov) with the State.

Dust: James Misciagno 919-372-7470

During dry weather dust often becomes a problem blowing into existing neighborhoods or roadways. These incidents should be reported to James Misciagno at 919-372-7470 so that he can coordinate the use of water trucks onsite with the grading contractor to help control the dust.

Trash: James Misciagno 919-372-7470

Excessive garbage and construction debris can blow around on a site or even off of the site. These incidents should be reported to James Misciagno at 919-372-7470. He will coordinate the cleanup and trash collection with the developer/home builder.

Temporary Sediment Basins: James Misciagno 919-372-7470

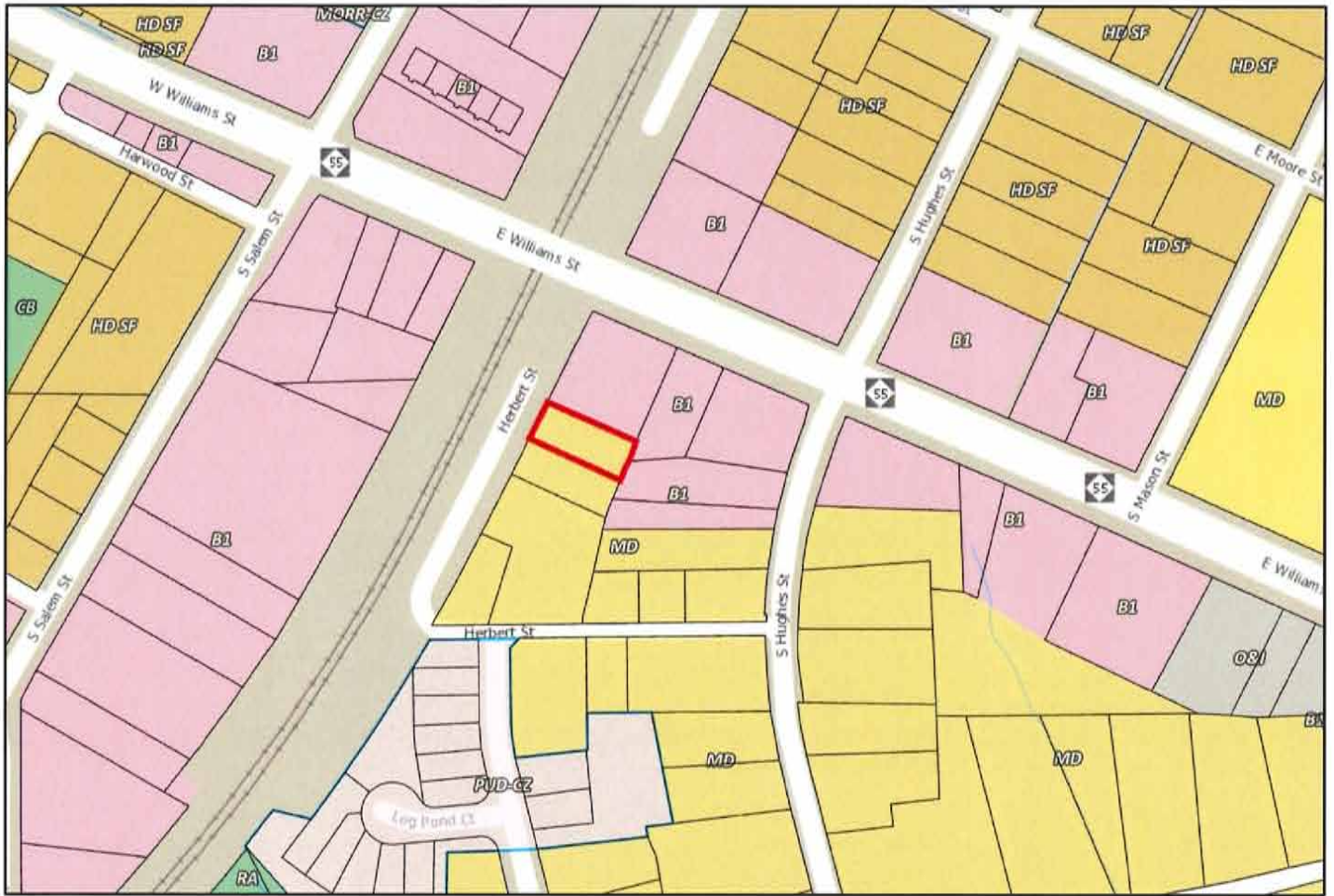
Temporary sediment basins during construction (prior to the conversion to the final stormwater pond) are often quite unattractive. Concerns should be reported to James Misciagno at 919-372-7470 so that he can coordinate the cleaning and/or mowing of the slopes and bottom of the pond with the developer.

Stormwater Control Measures: Jessica Bolin 919-249-3537

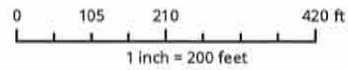
Post-construction concerns related to Stormwater Control Measures (typically a stormwater pond) such as conversion and long-term maintenance should be reported to Mike Deaton at 919-249-3413.

Electric Utility Installation: Rodney Smith 919-249-3342

Concerns with electric utility installation can be addressed by the Apex Electric Utilities Department. Contact Rodney Smith at 919-249-3342.



Vicinity Zoning Map



Disclaimer
IMaps makes every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are NOT surveys. No warranties, expressed or implied, are provided for the data therein, its use, or its interpretation.

How to Participate in the February 25, 2021 Neighborhood Meeting
Re: East Williams Street

- To participate by PC, Mac, iPad, iPhone or Android device,
 - Go to bit.ly/mlg02252021mtg to register for the meeting. (*Registration is necessary as we are required to have a record of attendance.*)
 - Upon registration, you will receive a confirmation email with instructions on how to access the meeting.
- To participate by phone,
 - Dial one of the following numbers:
 - +1 929 436 2866
 - +1 301 715 8592
 - +1 312 626 6799
 - +1 669 900 9128
 - +1 253 215 8782
 - +1 346 248 7799
 - Enter Webinar ID: 952 3326 2084
 - Enter password: 456519
 - *For attendance purposes, individuals participating via telephone will be unmuted and asked to identify themselves including their name and address.*

If you have difficulty connecting or have technical difficulties during the meeting, you can email us at meetings@mstarlaw.com or call 919-590-0366.

You are encouraged to join the meeting via your computer or smartphone so that you will have access to Zoom Webinar's interactive features including Raise Hand and Chat.


During the meeting, participants will be muted by default. Also, participants' video will be off by default, i.e. only the presenters will be visible.

- If you are participating via your computer, iPhone or Android device, you can submit questions/comments by using the Raise Hand and/or Chat features. If you use Raise Hand, a panelist will either unmute you to allow you to speak or will chat with you to solicit your questions/comments.
- If you are participating via telephone, you can submit questions/comments prior to and during the meeting via email at meetings@mstarlaw.com. At the end of the Q&A period of the meeting, all callers will be unmuted to allow for questions/comments.

NEIGHBORHOOD MEETING SIGN-IN SHEET

Meeting Address: Zoom
 Date of meeting: 2/25/21 Time of meeting: 5:30 PM to 7:30 PM
 Property Owner(s) name(s): Lane Raw Land LLC
 Applicant(s): Lane Raw Land LLC

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

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	Nil Ghosh - Morningstar	112 W Main St - Durham	919-590-0362		
2.	Dick Davis - Applicant	-	-		
3.	Kristina Janson	-	-		
4.	Brian Morrissey	175 Herbert St	-		
5.	Lori Hall	2704 Bedford Ave	-		
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					

Use additional sheets, if necessary.

SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Property Owner(s) name(s): Lane Raw Land LLC

Applicant(s): Property Owner

Contact information (email/phone): nghosh@morningstarlawgroup.com/919-590-0362

Meeting Address: Virtual

Date of meeting: 2/25/21

Time of meeting: 5:30 PM to 7:30 PM

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

Question/Concern #1:

Will there be a connection to Herbert

Applicant's Response:

We do not believe one even would be allowed because our frontage on Herbert is within the railroad right-of-way

At any rate, we are not planning on a connection to Herbert.

Question/Concern #2:

What would go on the property being rezoned?

Applicant's Response:

If you split the property in half, the half closest to Highway 55 would most likely be developed as a drive aisle or part of the circulation pattern. On the back half, there would be a vegetative buffer.

Question/Concern #3:

Applicant's Response:

Question/Concern #4:

Applicant's Response:

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

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

I, Dick Davis, do hereby declare as follows:

Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Planning Department, all property owners within 300 feet of the subject property and any neighborhood association that represents citizens in the area via first class mail a minimum of 10 days in advance of the Neighborhood Meeting.
3. The meeting was conducted at Zoom (location/address) on 2/25/21 (date) from 5:30 PM (start time) to 7:30 PM (end time).
4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.

3/1/21


Date

By: 

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Jessica M. Brito, a Notary Public for the above State and County, on this the 1st day of March, 2021.




Notary Public
Jessica M. Brito
Print Name

My Commission Expires: 7/2/2024

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: June 8, 2021

Item Details

Presenter(s): Jenna Shouse, Long Range Planner II

Department(s): Planning and Community Development

Requested Motion

Public Hearing and possible motion regarding amendments to the Unified Development Ordinance to establish electric vehicle parking requirements.

Approval Recommended?

The Planning and Community Development Department recommends approval.

The Planning Board unanimously recommended approval of draft amendments at their May 10, 2021 meeting.

The Environmental Advisory Board unanimously recommended approval of revised amendments at their May 20, 2021 meeting. Revisions to the draft amendments were recommended by staff in response to input from Apex development community stakeholders.

Item Details

Summary of UDO Amendments:

The proposed Unified Development Ordinance amendments are to Sec. 8.3 *Off-Street Parking and Loading*, Sec. 8.4.3 *Community Amenities*, and Sec. 12.2 *Terms Defined*. The goals of the proposed electric vehicle parking requirements are to: prepare for the trend of increased use of electric vehicles while avoiding unnecessary development of extra parking and to support the Town's sustainability initiatives.

Attachments

- Staff Report
- Public Notice
- Ordinance
- EV Parking Memo



STAFF REPORT

Amendments to the Unified Development Ordinance

June 8, 2021 Town Council Meeting



Proposed amendments to the Unified Development Ordinance:

Requested by Planning Staff:

1. **Amendments to Sec. 8.3 *Off-Street Parking and Loading*, Sec. 8.4.3 *Community Amenities*, and Sec. 12.2 *Terms Defined*.** The purpose of these amendments is to prepare for the trend of increased use of electric vehicles while avoiding unnecessary development of extra parking and to support the Town's sustainability initiatives.

8.3.2 Off-Street Parking Requirements

A) *Off-Street Parking Schedule "A"*

Unless otherwise expressly stated in this Code, off-street motor vehicle and bicycle parking spaces shall be provided in accordance with Table 8.3-1. **Electric vehicle charging space requirements shall be provided in accordance with Sec. 8.3.11 *Electric Vehicle Charging Spaces*.**

8.3.10 Parking Structures

...

B) **Electric Vehicle Charging Spaces**

All parking structures shall provide two (2) Level 2 electric vehicle charging spaces

8.3.11 Electric Vehicle Charging Spaces

Multi-family or apartment projects with average rents that are affordable to a household with an annual income that is not greater than 80% of the Area Median Income for the respectively-sized household in the Raleigh, NC MSA, as determined by the United States Department of Housing and Urban Development, are exempt from all electric vehicle charging space requirements.

A) **Electric Vehicle Parking Requirements**

Unless otherwise expressly stated in this Ordinance, electric vehicle charging spaces shall be provided in accordance with Table 8.3-9 for any use requiring 50 or more motor vehicle parking spaces.

- 1) **If less than 11 motor vehicle spaces are required, no electric vehicle charging spaces or EV-Ready space are required.**
- 2) **If 11 to 49 motor vehicle spaces are required, one (1) EV-Ready space is required.**
- 3) **No more than ten (10) electric vehicle charging spaces shall be required within a single development (as defined in Sec. 12.2 *Terms Defined*).**

Table 8.3-9: Electric Vehicle Charging Space Requirements

<u>Use</u>	<u>Minimum Number of Required Electric Vehicle Charging Spaces</u>
<u>Multi-family or apartment</u>	<u>3% of all required motor vehicle spaces</u>
<u>Government Service</u>	<u>3% of all required motor vehicle spaces</u>
<u>Commercial Uses</u>	<u>3% of all required motor vehicle spaces, if the minimum motor vehicle parking requirement is at least 100 spaces. One (1) EV-Ready space is required if 11 to 99 motor vehicle spaces are required.</u>
<u>Office, business or professional</u>	<u>3% of all required motor vehicle spaces</u>
<u>Office: Coworking Space</u>	<u>3% of all required motor vehicle spaces</u>
<u>Office: Call Center</u>	<u>3% of all required motor vehicle spaces</u>
<u>Hotel or motel</u>	<u>3% of all required motor vehicle spaces</u>
<u>Industrial Uses</u>	<u>3% of all required motor vehicle spaces</u>
<u>Park, active or passive</u>	<u>2% of all required motor vehicle spaces</u>
<u>Parking Structure</u>	<u>3% of all provided motor vehicle spaces</u>
<u>Parking Structure (School, public or private: Elementary, Junior, or Senior)</u>	<u>2 spaces</u>
<u>School, public or private: Elementary or Junior</u>	<u>3% of all required spaces that are provided in an off-street surface lot</u>
<u>School, public or private: Senior</u>	<u>1% of all required spaces that are provided in an off-street surface lot</u>

B) Accessible Electric Vehicle Charging Spaces

Unless otherwise expressly stated in this Code, electric vehicle charging spaces shall be sized but not marked as exclusively accessible in accordance with Table 8.3-10.

Table 8.3-10 Accessible Electric Vehicle Charging Spaces

<u>Total Required Electric Vehicle Charging Spaces</u>	<u>Minimum Number of Accessible Charging Spaces</u>	<u>Minimum Number of Van-Accessible Charging Spaces</u>
1-25	1	1
26-50	2	1

C) Electric Vehicle (EV) Charging Space Standards

- 1) Installation of a Level 2 or DC Fast Charging electric vehicle charging space may count as one (1) community amenity for sites that require less than 50 motor vehicle spaces.
- 2) Electric vehicle charging spaces shall be utilized to meet the minimum motor vehicle parking requirements.
- 3) All electric vehicle charging spaces shall be installed outside of the public right-of-way.
- 4) All required electric vehicle charging spaces shall be Level 2 or DC Fast Charging.

- 5) Electric vehicle charging equipment shall be placed outside of the critical root zone for any preserved tree.
- 6) Electric vehicle charging equipment shall be placed at least ten (10) feet from a newly planted tree.
- 7) Electric vehicle charging spaces shall be posted with signage.
- 8) In surface lots, a wheel stop, bollards, or other barrier shall be placed between the electric vehicle charging space and the electric vehicle charging equipment. Alternatively, there shall be a minimum distance of two (2) feet between the curb and the electric vehicle charging equipment.
- 9) The Town does not restrict property owners from collecting a service fee for the use of an electric vehicle charging station.

8.4.3 Community Amenities

All development subject to Sec. 8.4 shall contribute to the establishment or enhancement of the community and public spaces by providing at least two **(2)** community amenities, including but not limited to a patio seating area, water feature, clock tower, pedestrian plaza with benches, planters, public art, decorative bicycle parking, or focal feature. Any such areas shall have direct access to the public sidewalk network and such features shall not be constructed of materials that are inferior to the principal materials of the building and the landscape. These amenities may be built so as to terminate a vista, where possible, in order to provide a prominent visual orientation for the development.

In addition, a Level 2 or DC Fast Charging electric vehicle charging space may count as one (1) community amenity for uses listed in Table 8.3-9 that have a minimum parking requirement of less than 50 spaces.

12.2 Terms Defined

...

Development (for the purposes of the sign regulations in Sec. 8.7 and Electric Vehicle Charging Spaces in Sec. 8.3.11)

Single-use lots, multiple-use lots, shopping centers with or without out parcels connected thereto as shown on an approved non-residential Master Subdivision Plan, or any other group of nonresidential projects planned as a total entity.

...

EV-Ready

Installation of "raceway" (the enclosed conduit that forms the physical pathway for electrical wiring to protect it from damage), dedicated branch circuit(s) (electrical pre-wiring), circuit breakers, and other electrical components, including a receptacle (240-volt outlet) or blank cover needed to support future installation of one (1) or more charging stations.

...

Level 2 Charging

208/240 volt AC charging, requiring a 40-amp circuit, open or networked. Level 2 chargers have a cord that plugs directly into the vehicle in the same connector location used for Level 1 equipment.

...

Level 3 / Direct-current (DC) Fast Charging

240/208/440 volt DC charging, 3-phase, 100+ amp circuit, open or networked, the highest-powered electric vehicle chargers available. DC fast chargers have three (3) types of connectors: CHAdeMo, CCS, or Tesla.

Staff Recommendation:

Planning and Community Development Department staff recommend approval of the proposed UDO amendments.

Planning Board Recommendation:

The Planning Board unanimously recommended approval of the proposed UDO amendments at their May 10th meeting.

NOTE – Two changes have been made to the proposed UDO amendments since Planning Board review. These changes are based on the consideration of comments received from the Apex Development Community Stakeholders following the Planning Board's review of the proposed UDO amendments. These changes were presented to the Environmental Advisory Board at their May 20th meeting.

1. Affordable apartment units are exempt from the proposed electric parking requirements.
2. No more than 10 electric vehicle charging spaces shall be required.

Environmental Advisory Board Recommendation:

The proposed UDO amendments were presented to the Environmental Advisory Board at their May 20th meeting. The Environmental Advisory Board unanimously recommended approval of the proposed amendments.

PLANNING BOARD REPORT TO TOWN COUNCIL
Unified Development Ordinance Amendments - EV Parking

Planning Board Meeting Date: May 10, 2021



Report Requirements:

Per NCGS §160D-604, all proposed amendments to the zoning ordinance or zoning map shall be submitted to the Planning Board for review and comment. If no written report is received from the Planning Board within 30 days of referral of the amendment to the Planning Board, the Town Council may act on the amendment without the Planning Board report. The Town Council is not bound by the recommendations, if any, of the Planning Board.

Planning Board Recommendation:

Motion: Recommend approval as presented.

Introduced by Planning Board member: Tina Sherman

Seconded by Planning Board member: Reginald Skinner

- ☒ Approval of the proposed UDO amendment(s)
☐ Approval of the proposed UDO amendment(s) with the following conditions:

☐ Denial of the proposed UDO amendment(s)

With 8 Planning Board Member(s) voting "aye"

With 0 Planning Board Member(s) voting "no"

Reasons for dissenting votes:

This report reflects the recommendation of the Planning Board, this the 10th day of May 2021.

Attest:

Michael Marks Digitally signed by Michael Marks
Date: 2021.05.10 20:31:30 -04'00'

Michael Marks, Planning Board Chair

Dianne Khin Digitally signed by Dianne Khin
Date: 2021.05.10 18:40:37 -04'00'

Dianne Khin, Director of Planning and
Community Development



TOWN OF APEX

POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

PUBLIC NOTIFICATION OF PUBLIC HEARING

AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE (UDO)

Notice is hereby given of a public hearing before the Town Council of the Town of Apex for the purpose of soliciting comments relative to the following amendment(s) to the Unified Development Ordinance:

Requested by Planning Staff:

Amendments to Sec. 8.3 *Off-Street Parking and Loading*, Sec. 8.4.3 *Community Amenities*, and Sec. 12.2 *Terms Defined* regarding electric vehicle charging parking space requirements.

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd Floor
73 Hunter Street, Apex, North Carolina

Town Council Public Hearing Date and Time: June 8, 2021 6:00 PM

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at:
<https://www.youtube.com/c/townofapexgov>.

If you are unable to attend, you may share comments by noon on Monday, June 7, 2021, by email (public.hearing@apexnc.org, 350-word limit) or voicemail (919-362-7300, 3-minute limit) according to the Remote Participation Policy at: <http://www.apexnc.org/DocumentCenter/View/31397/>. You must provide your name and address for the record. These comments will be read during the Town Council meeting.

If the Council meeting is held with at least one member attending virtually, the vote on the subject of this public hearing will be delayed per State law to allow for comments to be submitted between publication of any required notice and 24 hours after the public hearing. Comments must be provided according to the means specified above. This item will then be scheduled for the next Town Council meeting. Please note that at this subsequent meeting, Town Council may choose to vote on the item, table the discussion to a later date, or take other action which would delay Council action to another time.

The UDO can be accessed online at: <http://www.apexnc.org/233>.

Dianne F. Khin, AICP
Director of Planning and Community Development



1

Open in Acrobat



TOWN OF APEX

POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

PUBLIC NOTIFICATION OF PUBLIC HEARING

AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE (UDO)

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The UDO can be accessed online at: <http://www.apexnc.org/233>.

Dianne F. Khin, AICP
Director of Planning and Community Development

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

Section 1. Sections 8.3, 8.4.3, and 12.2 of Unified Development Ordinance are amended to read as follows with additions shown as bold underlined text and deletions shown as struck-through text:

8.3.2 Off-Street Parking Requirements

A) *Off-Street Parking Schedule "A"*

Unless otherwise expressly stated in this Code, off-street motor vehicle and bicycle parking spaces shall be provided in accordance with Table 8.3-1. **Electric vehicle charging space requirements shall be provided in accordance with Sec. 8.3.11 Electric Vehicle Charging Spaces.**

8.3.10 Parking Structures

...

B) **Electric Vehicle Charging Spaces**

All parking structures shall provide two (2) Level 2 electric vehicle charging spaces

8.3.11 Electric Vehicle Charging Spaces

Multi-family or apartment projects with average rents that are affordable to a household with an annual income that is not greater than 80% of the Area Median Income for the respectively-sized household in the Raleigh, NC MSA, as determined by the United States Department of Housing and Urban Development, are exempt from all electric vehicle charging space requirements.

A) **Electric Vehicle Parking Requirements**

Unless otherwise expressly stated in this Ordinance, electric vehicle charging spaces shall be provided in accordance with Table 8.3-9 for any use requiring 50 or more motor vehicle parking spaces.

- 1) **If less than 11 motor vehicle spaces are required, no electric vehicle charging spaces or EV-Ready space are required.**
- 2) **If 11 to 49 motor vehicle spaces are required, one (1) EV-Ready space is required.**
- 3) **No more than ten (10) electric vehicle charging spaces shall be required within a single development (as defined in Sec. 12.2 Terms Defined).**

Table 8.3-9: Electric Vehicle Charging Space Requirements

<u>Use</u>	<u>Minimum Number of Required Electric Vehicle Charging Spaces</u>
<u>Multi-family or apartment</u>	<u>3% of all required motor vehicle spaces</u>
<u>Government Service</u>	<u>3% of all required motor vehicle spaces</u>
<u>Commercial Uses</u>	<u>3% of all required motor vehicle spaces, if the minimum motor vehicle parking requirement is at least 100 spaces. One (1) EV-Ready space is required if 11 to 99 motor vehicle spaces are required.</u>

<u>Use</u>	<u>Minimum Number of Required Electric Vehicle Charging Spaces</u>
<u>Office, business or professional</u>	<u>3% of all required motor vehicle spaces</u>
<u>Office: Coworking Space</u>	<u>3% of all required motor vehicle spaces</u>
<u>Office: Call Center</u>	<u>3% of all required motor vehicle spaces</u>
<u>Hotel or motel</u>	<u>3% of all required motor vehicle spaces</u>
<u>Industrial Uses</u>	<u>3% of all required motor vehicle spaces</u>
<u>Park, active or passive</u>	<u>2% of all required motor vehicle spaces</u>
<u>Parking Structure</u>	<u>3% of all provided motor vehicle spaces</u>
<u>Parking Structure (School, public or private: Elementary, Junior, or Senior)</u>	<u>2 spaces</u>
<u>School, public or private: Elementary or Junior</u>	<u>3% of all required spaces that are provided in an off-street surface lot</u>
<u>School, public or private: Senior</u>	<u>1% of all required spaces that are provided in an off-street surface lot</u>

B) Accessible Electric Vehicle Charging Spaces

Unless otherwise expressly stated in this Code, electric vehicle charging spaces shall be sized but not marked as exclusively accessible in accordance with Table 8.3-10.

Table 8.3-10 Accessible Electric Vehicle Charging Spaces

<u>Total Required Electric Vehicle Charging Spaces</u>	<u>Minimum Number of Accessible Charging Spaces</u>	<u>Minimum Number of Van-Accessible Charging Spaces</u>
1-25	1	1
26-50	2	1

C) Electric Vehicle (EV) Charging Space Standards

- 1) Installation of a Level 2 or DC Fast Charging electric vehicle charging space may count as one (1) community amenity for sites that require less than 50 motor vehicle spaces.
- 2) Electric vehicle charging spaces shall be utilized to meet the minimum motor vehicle parking requirements.
- 3) All electric vehicle charging spaces shall be installed outside of the public right-of-way.
- 4) All required electric vehicle charging spaces shall be Level 2 or DC Fast Charging.
- 5) Electric vehicle charging equipment shall be placed outside of the critical root zone for any preserved tree.
- 6) Electric vehicle charging equipment shall be placed at least ten (10) feet from a newly planted tree.
- 7) Electric vehicle charging spaces shall be posted with signage.
- 8) In surface lots, a wheel stop, bollards, or other barrier shall be placed between the electric vehicle charging space and the electric vehicle charging

equipment. Alternatively, there shall be a minimum distance of two (2) feet between the curb and the electric vehicle charging equipment.

- 9) **The Town does not restrict property owners from collecting a service fee for the use of an electric vehicle charging station.**

8.4.3 Community Amenities

All development subject to Sec. 8.4 shall contribute to the establishment or enhancement of the community and public spaces by providing at least two **(2)** community amenities, including but not limited to a patio seating area, water feature, clock tower, pedestrian plaza with benches, planters, public art, decorative bicycle parking, or focal feature. Any such areas shall have direct access to the public sidewalk network and such features shall not be constructed of materials that are inferior to the principal materials of the building and the landscape. These amenities may be built so as to terminate a vista, where possible, in order to provide a prominent visual orientation for the development.

In addition, a Level 2 or DC Fast Charging electric vehicle charging space may count as one (1) community amenity for uses listed in Table 8.3-9 that have a minimum parking requirement of less than 50 spaces.

12.2 Terms Defined

...

Development (for the purposes of the sign regulations in Sec. 8.7 and Electric Vehicle Charging Spaces in Sec. 8.3.11)

Single-use lots, multiple-use lots, shopping centers with or without out parcels connected thereto as shown on an approved non-residential Master Subdivision Plan, or any other group of nonresidential projects planned as a total entity.

...

EV-Ready

Installation of “raceway” (the enclosed conduit that forms the physical pathway for electrical wiring to protect it from damage), dedicated branch circuit(s) (electrical pre-wiring), circuit breakers, and other electrical components, including a receptacle (240-volt outlet) or blank cover needed to support future installation of one (1) or more charging stations.

...

Level 2 Charging

208/240 volt AC charging, requiring a 40-amp circuit, open or networked. Level 2 chargers have a cord that plugs directly into the vehicle in the same connector location used for Level 1 equipment.

...

Level 3 / Direct-current (DC) Fast Charging

240/208/440 volt DC charging, 3-phase, 100+ amp circuit, open or networked, the highest-powered electric vehicle chargers available. DC fast chargers have three (3) types of connectors: CHAdeMo, CCS, or Tesla.

Section 2. These amendments shall not apply to projects for which an application for development approval has been submitted before the effective date of this ordinance.

Section 3. The Director of Planning and Community Development and/or Town Manager are hereby authorized to renumber, revise formatting, correct typographic errors, to verify and correct cross references, indexes and diagrams as necessary to codify, publish, and/or accomplish the provisions of this ordinance or future amendments as long as doing so does not alter the terms of this ordinance.

Section 4. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed. If any section, paragraph, subdivision, clause or provision of this ordinance shall be adjudged invalid, such adjudication shall apply only to such section, paragraph, subdivision, clause or provision so adjudged and the remainder of the ordinance shall be deemed valid and effective.

Section 5. The ordinance is effective upon enactment on the ____ day of _____ 2021.

Introduced by Council Member _____

Seconded by Council Member _____

Attest:

TOWN OF APEX

Donna Hosch, MMC, NCCMC
Town Clerk

Jacques K. Gilbert
Mayor

Approved As To Form:

Laurie L. Hohe
Town Attorney

TO: Town of Apex Town Council

FROM: Jenna Shouse, Long Range Planner II

DATE: June 1, 2021

SUBJECT: Electric Vehicle Parking Information and Proposed Requirements

The purpose of this memo is to present proposed amendments to Section 8.3 Off-Street Parking and Loading of the Town of Apex Unified Development Ordinance (UDO) regarding electric vehicle (EV) charging spaces. Currently, the UDO requires two Level 2 EV charging spaces for structured parking. The goals of the proposed EV parking requirements are to: prepare for the trend of increased use of electric vehicles while avoiding unnecessary development of extra parking and to support the Town's sustainability initiatives.

The following process was used to review and revise the EV parking requirements:

- Internal review of **draft** EV parking requirements by: Planning and Community Development, Public Works and Transportation, Electric Utilities, and Water Resources (Sustainability) departments.
- Planning Board consideration and unanimous recommendation of approval of **draft** EV parking requirements at their May 10th meeting.
- Apex development community stakeholders review of **draft** EV parking requirements from May 4th to May 11th.
- Staff revision of EV parking requirements based on input from Apex development community stakeholders.
- Environmental Advisory Board consideration and unanimous recommendation of approval of **revised** EV parking requirements at their May 20th meeting.

The revised EV parking requirements will be presented to the Town Council in a public hearing process on June 8th.

Background

EV Demand and Supply

As of March 17, 2020 North Carolina had more than 13,482 electric vehicles. The number of registered EVs grew 70% from FY 2018 to FY 2019. The number of EV and hybrid vehicles is expected to grow, but they are not expected to outpace gasoline vehicles in this decade.¹

The lack of adequate charging infrastructure, the cost of EVs, and short driving ranges currently impede EV sales, but these issues are rapidly diminishing. The NCDOT ZEV, a strategic plan for accelerating EV adoption in North Carolina, forecasts three scenarios, ranging from a low of 264,850 EVs in North Carolina to a high of 346,377 EVs in North Carolina by 2030.²

¹ "Revenue Impact from Electric and Hybrid Vehicles," NC First Commission, 2020.

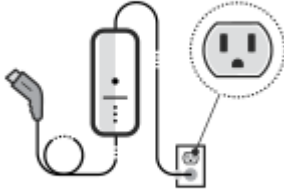
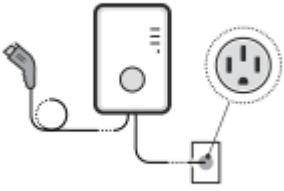
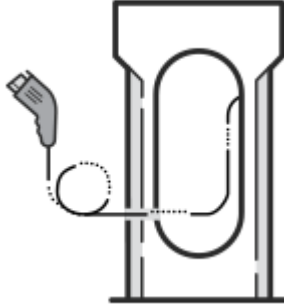





² Ibid.

There are currently four known EV charging stations in Apex available for public use. These stations are located in downtown Apex in the public parking lot off Saunders Street and at the Crossroads Ford Apex.^{3&4}

There are currently EV charging stations in the Town Hall parking lot. These spaces are dedicated for Town of Apex vehicles. The Town of Apex Electric Utilities Department has near-term plans to install six EV charging stations, four at the Public Works & Operations building and two at the Electric Operations Building.

EV Charger Fast Facts⁵

Every electric vehicle sold in North America can use any charging station that comes with the standard J1772 connector, known as the J-plug.⁶ Level 1 charging requires a regular residential outlet along with the J-plug and cord. Different charging options are summarized in the table below.

	Level 1 (120v)	Level 2 (240v)	Direct-current (DC) Fast Charging
Charging Options			
What does the charge port on the vehicle look like?	 J1772	 J1772	 CCS  CHAdeMO  Tesla Combo
How fast do they charge?	2–5 miles per 1 hour of charging	10–20 miles per 1 hour of charging	At least 60 miles per 20 minutes of charging. Charging time may be shorter depending on station power.

³ "Electric Vehicle Charging Stations," Town of Apex.

⁴ "Crossroads Ford Apex" PlugShare, 2020.

⁵ "Plug-in Electric Vehicle Charging," United States Environmental Protection Agency, 2020.

⁶ "The Different EV Charging Connector Types", Enel X, 2019.

	Level 1 (120v)	Level 2 (240v)	Direct-current (DC) Fast Charging
Where can I find them?	<ul style="list-style-type: none"> In your house/garage Possibly at your apartment/condo and workplace No need to install anything; most automakers provide charger cords 	<ul style="list-style-type: none"> In your house/garage (You will need additional equipment) Possibly at your apartment/condo and workplace At public charging stations 	<ul style="list-style-type: none"> At public charging stations Limited availability, though becoming more common

EV Charging Equipment and Installation Costs

Overview

There are wide ranges of equipment and installation costs associated with EV charging spaces. Infrastructure costs vary according to charger type and whether the installation is completed as part of new construction versus retrofitting an existing development. For existing facilities, site engineering such as laying conduit, adding electrical panels to accommodate load, and planning for parking spaces close to electrical access to prepare for charging infrastructure can often be a much more significant cost than charging equipment. According to a City of San Francisco case study, installation costs of two Level 2 EV spaces was \$3,550 in a building retrofit and \$920 in new construction.⁷

Michael Kalb, Principal at Stantec, shared that the benefits of installing EV charging stations during initial construction are significant in that expanding electrical service capacity can dwarf the cost of the EV charging systems themselves. Kalb noted that the cost to expand the power capacity or add electrical distribution equipment can be in the tens or hundreds of thousands of dollars. Furthermore, it is less expensive to run the distribution (conduit/cable) before pavement is in place.

The following elements are needed to install an EV charging station, assuming the facility has adequate power capacity. Approximate costs were collected from Stantec and Town of Apex staff.

Need	Approximate Cost
Circuit breaker for each charging station	\$500
Foundation/bollards for each charging station	\$750 - \$1,250
Conduit/cable from the electrical room to each charging station. Cost varies based on the distance and the surface (grass vs. sidewalk vs. pavement).	\$15 per foot - \$50 per foot
EV signage and space striping	\$300

Charging station unit cost differences are attributed to the type of charging station and whether the station is open or networked (cellular/WiFi capable). A networked charger can connect to management software and has the capability to implement payment for usage.⁸ The following cost ranges were

⁷ "Electric Vehicle Charging Infrastructure Cost-Effectiveness," Southwest Energy Efficiency Project, 2016.

⁸ "Transportation Electrification Study," City of Raleigh, 2019.

collected from the City of Raleigh Transportation Electrification Study, Stantec, and EV Charge Solutions, a distributor of electric vehicle charging equipment.

EV Charger Costs

Type of Charging Station	Unit Cost Range
Level 1	\$300 - \$1,500
Level 2	\$1,650 - \$7,500 (Typical \$3,500)
Level 3 (DC Fast Charging)	\$13,700 - \$100,000 (Typical \$30,000)

EV Site Examples

Information summarizing the costs for recent installation of EV equipment for three different municipal projects are provided below as examples.

Town of Apex - Electric Operations Site

Town of Apex quote from Shealy Electrical Wholesalers in 2021

- New construction
- One networked pedestal with two, Level 2 ports
- EV equipment and network cost: \$7,768
- EV installation cost: \$7,965
- Total cost: \$15,733

Town of Cary - Town Hall

Town of Cary quote from Chatham Electric Service LLC in 2020

- Retrofit
- Electrical and site work for one pedestal with two, Level 2 ports
- EV installation cost: \$6,700

City of Raleigh - Moore Square Parking Deck and City Center Parking Deck

2018 project costs provided by John Wynn, City of Raleigh Parking Superintendent

- Retrofit
- Two, Level 2 charging spaces (one in each parking deck)
- EV equipment cost: \$13,000
- EV installation cost: \$27,000
- Total cost: \$40,000

EV Charging Station Fee Collection

The NC General Assembly passed Session Law 2019-132 enabling third parties to sell electricity from charging stations without being regulated like a public utility. This law allows private property owners to charge for the use of EV charging equipment. Under this NC law, third parties may charge for electricity

by the kilowatt hour rather than only by the time that the vehicles are plugged in, making electric vehicle charging like the dollars-per-gallon pricing of a gas pump.⁹

There is limited information regarding the timeline to recoup installation costs by charging a fee for use; however, an example was found in the City of Longmont, CO. The City of Longmont has five publicly available EV stations and plans to collect a \$1 hourly fee for station usage. Based on last year's use of the five EV stations, the \$1 per hour fee will generate approximately \$12,000 per year, which would cover the cost of owning and operating the EV stations and will allow the city to incrementally invest in additional public stations or other EV infrastructure over time.¹⁰

EV Charging Habit Studies

Key takeaways from *Plugged In: How Americans Charge Their Electric Vehicles – Findings from the largest plug-in electric vehicle infrastructure demonstration in the world*^{11&12}

- This nationwide study tracked charging habits of more than 8,000 plug-in hybrid and all-electric cars from 2011-2013.
- Although people will leave home or work to fill their cars or trucks with gas, with electric vehicles it is the opposite.
- While it generally takes 5 or 10 minutes to fill a car or truck with gas, electric vehicles using 110V AC can take up to 8 hours to charge. Fast-charging stations, which use 480V DC, can still take up to half-an-hour to impart a full charge.
- Where charging was fast, public stations were popular – as long as the price was low.
- Most people in the study preferred to charge their EVs at home the same way they might charge their cellphones.
- 98% of charging events were performed at home and work on work days.
- The following table displays EV charging location observations based on the vehicle type.

	Chevy Volt Drivers	Nissan Leaf Drivers
Home	57%	65%
Work	39%	32%
Other	4%	3%

Key takeaways from *Electric Vehicle Driving, Charging, and Load Shape Analysis: A Deep Dive Into Where, When, and How Much Salt River Project (SRP) Electric Vehicle Customers Charge 2018 Technical Report*¹³

⁹ "New N.C. Law Will Make Vehicle Charging Stations More Like Gas Pumps," WFAE 90.7 Charlotte's NPR News Source, 2019.

¹⁰ "Fee May be Required to Use Longmont's EV Charging Stations," Governing: The Future of States and Localities, 2021.

¹¹ "Large National Studies Analyze EV Infrastructure Needs," Idaho National Laboratory, 2015.

¹² "Plugged In: How Americans Charge Their Electric Vehicles – Findings from the largest plug-in electric vehicle infrastructure demonstration in the world," Idaho National Laboratory, 2015.

¹³ "Electric Vehicle Driving, Charging, and Load Shape Analysis: A Deep Dive Into Where, When, and How Much Salt River Project (SRP) Electric Vehicle Customers Charge 2018 Technical Report," Electric Power Research Institute, 2018.

- This study tracked 100 electric vehicles from June 2016 through January 2018.
- The majority of charging occurred at Level 2 (74.0%) followed by Level 1 (23.4%) and DC Fast charging (2.5%).
- On average, vehicles used 2,700-3,300 kWh per year.
- Kilowatt-hour usage was higher for Teslas and lower for Nissan LEAFs and Chevy Volts.
- The following table displays the percent of total kilowatt-hours for each charging locations.

Location	Percent of total kWh
NULL	2.11%
Home	81.08%
Other	7.08%
Public	3.18%
Work	6.55%

Municipality EV Charging Space Requirement Review

The following table displays example EV parking space requirements that other municipalities have adopted. This table is included as a reference.

Municipality	Population	Applicable EV Parking Requirement
St. Louis Park, MN ¹⁴	48,677	Parking structures or lots with at least 50 spaces shall provide: <ul style="list-style-type: none"> • Multi-family residential: 10% of required parking as Level 1 and at least one Level 2 charging station for guest parking. • Non-residential: 1% (minimum of 2 spaces) of required parking as Level 2 charging spaces.
Middleton, CT ¹⁵	46,511	Any development that requires 25 or more spaces shall have a minimum of 1 charging space or 3% of the total number of spaces allocated to EVs (whichever is greater) and must have a Level 2 or 3 charging station/connection per EV parking space.
Mountlake Terrace, WA ¹⁶	21,210	Required Number of Electric Vehicle Charging Stations by Use: <ul style="list-style-type: none"> • Multi-household residential: 10% • Lodging: 3% • Retail, eating and drinking establishment: 1% • Office, medical: 3% • Industrial: 1% • Institutional, municipal: 3% • Recreational/entertainment/cultural: 1% • Other: 3%
Davidson, NC ¹⁷	12,735	One EV charging station is required in all parking lots greater than 50 spaces. In parking lots greater than 100 spaces, two EV charging spaces would be required.

¹⁴ "Summary of Best Practices in Electric Vehicle Ordinances," Great Plains Institute, 2019.

¹⁵ Ibid.

¹⁶ "Chapter 19.126 Electric Vehicle Infrastructure," Mountlake Terrace Municipal Code, 2020.

¹⁷ "Section 8: Parking & Driveways," Town of Davidson Planning Ordinance, 2017.

Municipality	Population	Applicable EV Parking Requirement
		In a parking deck, one EV charging station per 100 spaces would be required.
Gwinnett County, GA ¹⁸	936,250	Commercial and multi-family developments which exceed 50 parking spaces shall provide at least one electric vehicle charging station (pedestal) for each 50 parking spaces. Commercial and multifamily redevelopments which exceed 50 parking spaces shall provide at least one electric vehicle charging station (pedestal) for each 50 parking spaces. Compliance with this subsection is required for redevelopment projects where site work and/or repaving of existing parking areas and driveways (greater than 50 parking spaces) exceeds 50% of the existing impervious surface area.
New Providence, NJ ¹⁹	13,059	New construction of multi-family buildings with five or more units shall have electric vehicle charging stations equal to 10% of the approved parking spaces, in addition to any other required spaces.

Proposed Parking Requirement

The background information on EV supply and demand, installation and equipment costs, review of requirements in other municipalities, and habit studies informed the proposed requirements for the Town of Apex. Based on the EV charging habit studies in particular, a minimum EV charging space requirement is proposed for locations where drivers typically park their vehicles for long periods of time. These locations include: home, work, parks, hotels, and motels. Based on the review of other municipal EV charging space requirements, the proposed minimum EV charging space requirement is between 1% and 3% of all required motor vehicle spaces for the uses listed in the table below. Note: Level 2 or DC Fast Charging EV charging requirements are not proposed at this time for Single-family dwellings and Townhouses as it is not a minimum code requirement in the National Electric Code. If the National Electric Code is modified in the future, the UDO requirements can also be reevaluated.

EV Charging Space Requirements by Use

The following uses shall provide electric vehicle charging spaces in accordance with the following table. Affordable multi-family and apartment developments are exempt from all EV charging space requirements. For purposes of the EV charging space requirements, affordable multi-family and apartment developments are considered those with average rents that are affordable to a household with an annual income that is not greater than 80% of the Area Median Income for the respectively-sized household in the Raleigh, NC MSA, as determined by the United States Department of Housing and Urban Development.

- If less than 11 motor vehicle spaces are required, no EV charging spaces or EV-Ready spaces are required.
- If 11 to 49 motor vehicle spaces are required, one EV-Ready space is required.
- No more than 10 EV charging spaces shall be required within a single development.

¹⁸ "Chapter 240. Off-Street Parking Standards," Gwinnett County Unified Development Ordinance, 2019.

¹⁹ "Electric Vehicle Charging Stations," Borough of New Providence Ordinance 2020-06, 2020.

Use	Minimum Number of Electric Vehicle Parking Spaces
Multi-family or apartment	3% of all required motor vehicle spaces
Government Service	3% of all required motor vehicle spaces
Commercial Uses	3% of all required motor vehicle spaces, if the minimum parking requirement is at least 100 spaces. One EV-Ready space is required if 11 to 99 motor vehicle spaces are required.
Office, business or professional	3% of all required motor vehicle spaces
Office: Coworking Space	3% of all required motor vehicle spaces
Office: Call Center	3% of all required motor vehicle spaces
Hotel or motel	3% of all required motor vehicle spaces
Industrial Uses	3% of all required motor vehicle spaces
Park, active or passive	2% of all required motor vehicle spaces
Parking Structure	3% of all provided motor vehicle spaces
Parking Structure (School, public or private: Elementary, Junior, or Senior)	2 spaces
School, public or private: Elementary or Junior	3% of all required spaces that are provided in an off-street surface lot
School, public or private: Senior	1% of all required spaces that are provided in an off-street surface lot

Number of Accessible EV Charging Spaces

Electric vehicle charging spaces shall be sized but not marked as exclusively accessible in accordance with the table below.²⁰

Total Charging Spaces	Total Accessible Charging Spaces	Van-Accessible Charging Spaces
1-25	1	1
26-50	2	1

Standards EV Charging Spaces

- Installation of a Level 2 or DC Fast Charging EV charging space may count as a community amenity for sites that require less than 50 motor vehicle spaces.
- EV spaces shall be utilized to meet the minimum motor vehicle parking requirements.
- All EV spaces shall be installed outside of the public right-of-way.
- All required EV charging spaces shall be Level 2 or DC Fast Charging.
- EV charging equipment shall be placed outside of the critical root zone for any preserved tree.
- EV charging equipment shall be placed at least 10 feet from a newly planted tree.
- EV spaces shall be posted with signage.

²⁰ "Charging Station Installation Handbook for Electrical Contractors and Inspectors," Advanced Energy, 2014.

- In surface lots, a wheel stop, bollards, or other barrier shall be placed between the EV charging space and the EV charging equipment. Alternatively, there shall be a minimum distance of 2 feet between the curb and the EV charging equipment.²¹
- The Town does not restrict property owners from collecting a service fee for the use of an electric vehicle charging station.

Definitions

- **EV-Ready:** Installation of “raceway” (the enclosed conduit that forms the physical pathway for electrical wiring to protect it from damage), dedicated branch circuit(s) (electrical pre-wiring), circuit breakers, and other electrical components, including a receptacle (240-volt outlet) or blank cover needed to support future installation of one (1) or more charging stations.²²
- **Level 2 Charging:** 208/240 volt AC charging, requiring a 40-amp circuit, open or networked. Level 2 chargers have a cord that plugs directly into the vehicle in the same connector location used for Level 1 equipment.^{23&24}
- **Level 3 Direct-current (DC) Fast Charging:** 240/208/440 volt DC charging, 3-phase, 100+ amp circuit, open or networked, the highest-powered electric vehicle chargers available. DC fast chargers have three (3) types of connectors: CHAdeMo, CCS, or Tesla.²⁵

Summary of Comments Provided on EV Parking Requirements

Planning Board Comments on **Draft** EV Parking Requirements

- Discussion on the lifespan of a DC Fast Charger.
 - Staff finding: There is limited data available on the lifespan of EV charging equipment due to the technology still being relatively new. Some sources suggest a 10-year usable lifespan.
- Interested in not restricting the EV charging spaces to only EVs.
- Agree with the need for EV-Ready spaces.
- Interested in incentivizing DC Fast Charging stations.
- Need to be cognizant of equity concerns.

Apex Development Community Stakeholder Comments on **Draft** EV Parking Requirements

- Agree with foresight of expanding EV infrastructure.
- Incentivize rather than mandate EV charging installation.
 - Staff recommend a provision to count an EV charging space as one community amenity for sites that have a minimum parking requirement of less than 50 spaces.
- Implement a maximum number of EV charging spaces or decrease the percentage of required spaces.
 - Staff recommend setting a maximum requirement of 10 EV charging spaces for a single development.
- Agree with the 50 space threshold for 1 EV charging station.
- Consider methods to limit charging during peak demand.

²¹ “Summary of Best Practices in Electric Vehicle Ordinances,” Great Plains Institute, 2019.

²² “Guide: Electric Vehicle Infrastructure Requirements in CALGreen Building Code,” City of Sacramento, 2019.

²³ “Article 12: Definitions,” Town of Apex Unified Development Ordinance, 2020.

²⁴ “Transportation Electrification Study,” City of Raleigh, 2019.

²⁵ “Electric Vehicle Charging 101,” Center for Sustainable Energy - California Energy Commission, 2021.

- The Town cannot enforce EV parking time restrictions.
- Consider a broader plan for expansion beyond UDO requirements.
 - Staff shared the proposed plan for EV expansion with the Environmental Advisory Board for future consideration.
- Consider potential equity concerns and impacts on affordable housing.
 - Staff recommend an exemption for affordable apartment and multi-family residential developments.

Environmental Advisory Board Comments on Revised EV Parking Requirements

- Question of whether the Board could ask developers to include a zoning condition to provide a 240 volt outlet that is connected to a circuit breaker in single-family and townhome garages.
 - Staff cannot enforce this requirement as it is not a minimum code requirement in the National Electric Code.
- Question of whether EV spaces should count toward the minimum parking requirement.
 - Staff responded that developers are permitted to exceed the minimum parking requirement by 15% or 25%, depending on the size of the development. The purpose of counting EV spaces toward the minimum parking requirement is to avoid unnecessary development of extra parking.
- Agree that retrofitting for EV charging spaces is much more expensive than installation as part of new construction.
- Question of whether it would be helpful to ask apartment complex developments to provide DC Fast Charging spaces.
 - Staff noted that these are the fastest charging types and suggested that the Board consider the context of the apartment complex as DC Fast Chargers are the most expensive type of EV charger.
- Support requiring EV-Ready spaces.

Illustrative Examples of Application

EV Charging Spaces Required

The following tables display the number of EV charging spaces that would be required under the proposed minimum requirements. The maximum EV charging space requirement for a single development is 10 spaces. The proposed EV charging space requirement is based on the minimum motor vehicle parking requirement and the existing fractions rule: any fraction of one-half or less shall be rounded down to the next lower whole number and any fraction of more than one-half shall be rounded up to the next higher whole number.

Minimum Parking Requirement	Number of EV Spaces Required (1%)
1-50	0
51-150	1
151-250	2
251-350	3
351-450	4
451-550	5
551-650	6
651-750	7
751-850	8
851-950	9
951-1050	10

Minimum Parking Requirement	Number of EV Spaces Required (2%)
1-49	0
50-75	1
76-125	2
126-175	3
176-225	4
226-275	5
276-325	6
326-375	7
376-425	8
426-475	9
476-525	10

Minimum Parking Requirement	Number of EV Spaces Required (3%)
1-49	0
50	1
51-83	2
84-116	3
117-150	4
151-183	5
184-216	6
217-250	7
251-283	8
284-316	9
317-350	10

Proposed EV Parking Requirement - Development Examples

The following table displays the minimum number of EV charging spaces that would have been required for developments in Apex in accordance with the proposed EV charging space requirements.

Land Use(s)	Development	Minimum Parking Required <ul style="list-style-type: none"> Based on March 2021 Requirements Includes all spaces subject to EV requirement 	Proposed Minimum EV Parking Required	Status
Office & Warehouse	Peak City Business Park Buildings 5 & 6	132	4	Under Construction
Office & Medical Uses	Olive Chapel Professional Park	188	6	Under Construction
Office, Retail, Storage	3050 Lufkin Rd Office Bldg	25	0 (1 EV-Ready Space)	Approved
Office & Warehouse	Norris Park Bldgs 2 & 3	109	3	Constructed
Office	MCI Business Park Bldg 2	67	2	Constructed
Office & Warehouse	MCI Business Park Bldgs 3 & 4	103	3	Under Construction
Multi-family Residential	Meridian at Nichols Plaza	413	10	Constructed
Multi-family Residential	Meridian at Ten Ten	415	10	Constructed
Multi-family Residential	Westford Apartments	453	10	Constructed
Commercial Uses: Grocery & Retail sales	Haddon Hall Commons	277	8	Constructed
Commercial Uses: Grocery & Retail sales	Publix Pointe (does not include outparcels)	268	8	Constructed
Commercial Uses: Grocery	Lidl	116	3	Constructed
Hotel	Marriott Springhill Suites	97	3	Under Construction
Hotel	Candlewood Suites	84	3	Constructed
Hotel	Holiday Inn Express	67	2	Constructed
Park	Pleasant Park	729	10	Under Construction
Park	Hunter Street Park <ul style="list-style-type: none"> Softball and Soccer 	154	3	Constructed
Parking Structure	Peak City Business Park Bldg 7 Parking Structure	67 (Zero spaces required as structured parking)	2	Under Construction

Land Use(s)	Development	Minimum Parking Required <ul style="list-style-type: none"> Based on March 2021 Requirements Includes all spaces subject to EV requirement 	Proposed Minimum EV Parking Required	Status
Parking Structure (School)	Apex High School Renovations	192 (Zero spaces required as structured parking)	2	Constructed
Parking Structure (School)	Felton Grove High School	631 (Zero spaces required as structured parking)	2	Proposed (2 EV Spaces proposed in the parking structure)
School, public or private: Senior	Apex High School Renovations	678 (Surface lot spaces provided)	7	Constructed
School, public or private: Senior	Felton Grove High School	469 (Surface lot spaces provided)	5	Proposed
School, private or public: Senior	Apex Friendship High School	849 (Surface lot spaces provided)	8	Constructed
School, public or private: Elementary or Junior	Apex Friendship Middle School	116	3	Constructed
School, public or private: Elementary or Junior	Apex Friendship Elementary School	104	3	Under Construction

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| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: June 8, 2021

Item Details

Presenter(s): Michael Deaton, Water Resources Director

Department(s): Water Resources

Requested Motion

Public Hearing to receive citizen input on the proposed Stormwater Utility Fee set to go in effect on January 1, 2022.

Approval Recommended?

N/A

Item Details

The proposed fees are as follows:

STORMWATER UTILITY FEES	
Stormwater fees are effective January 1, 2022. The fees are based on the total amount of impervious surface on an individual lot or parcel.	
Residential - Detached single-family homes, a duplex, or a manufactured home located on an individual lot or parcel.	
Tier 1: Small (400-1,500ft ²)	\$1.50 per month
Tier 2: Medium (1,500-3,000ft ²)	\$5.00 per month
Tier 3: Large (3,000-4,000ft ²)	\$7.50 per month
Tier 4: Extra Large (>4,000ft ²)	\$10.00 per month
Non-Residential - Parcels that contain more than two residential units, public/private institutional buildings, commercial buildings, parking lots, churches, etc.	\$5.00 per ERU (Total Impervious Area/\$2,700ft ² * \$5) per month
<i>*ERU (Equivalent Residential Unit) is the GIS Analysis of average impervious surface (rooftops, driveways, sidewalks, parking lots) per property. Approximately 2,700 ft²</i>	
<i>*Properties with less than 400ft² of impervious surface are exempt.</i>	

Attachments

- None



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: June 08, 2021

Item Details

Presenter(s): Tom Colwell, Chair of Apex Public Art Committee

Department(s): Parks, Recreation and Cultural Resources

Requested Motion

Possible motion to approve the Unity Mural project and location

Approval Recommended?

Yes

Item Details

Mural on a downtown building to depict the broad theme of Unity. Collaboration between Apex High School Student Equity Team, Apex Police Department, and Apex Public Art Committee.

Attachments

- PowerPoint Presentation





Unity Mural

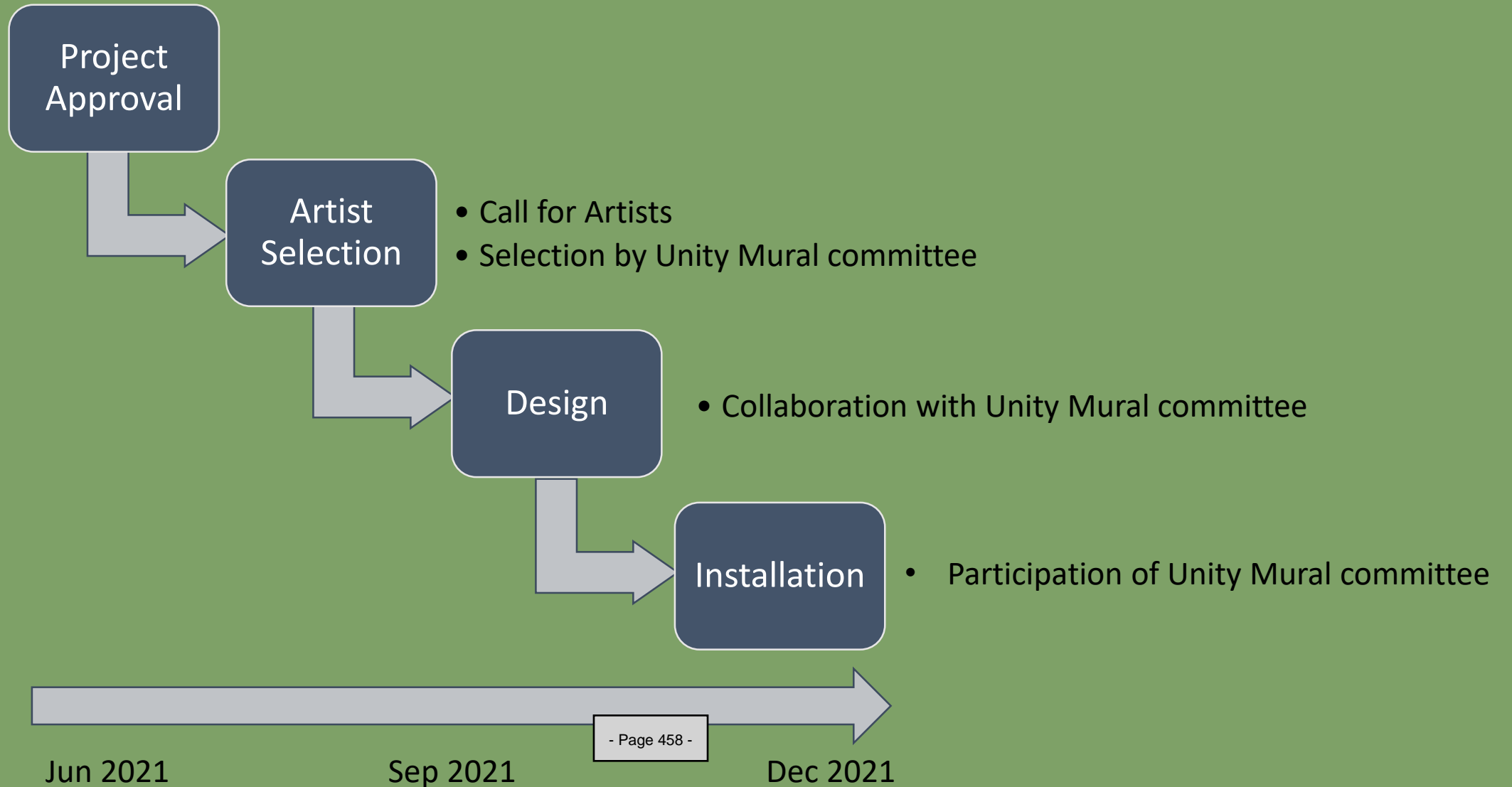
Apex Public Art

June 2021

Theme / Partnership

- Mural to depict the broad theme of Unity.
- Collaboration between Apex High School Student Equity Team, Apex Police Department and Apex Public Art

Process / Timeline



Location

- 103 E. Chatham Street (wall facing Seaboard Street)



Alternate:

- 205 Saunders Street (wall behind parking lot to the left of PD bldg.)



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: June 8, 2021

Item Details

Presenter(s): Colleen Merays, Downtown & Small Business Development Coordinator

Department(s): Economic Development

Requested Motion

Possible Motion to approve the Special Event Permit requests and Town Sponsorship requests for Apex Juneteenth Celebration and Apex Pride Month Celebration.

Approval Recommended?

Yes

Item Details

<u>Name Of Event</u>	<u>Event Date(s)</u>	<u>Event Times</u>	<u>Event Organizer/Sponsor</u>
Apex Juneteenth Celebration	Sat., June 19, 2021	11AM - 4PM	Town of Apex
Apex Pride Month Celebration	Sat., June 12, 2021	12PM - 4:30PM	Town of Apex

Estimated Town Expenditures \$ 3,640.00

These Town Sponsored special event requests total \$3,640.00 and include such services as Police, Public Works, Electric and Park, Recreation and Cultural Services. These events include closure of public streets, parking lots and use of the Hunter Street Park as detailed in the attachment. Approval of Sponsorship is contingent upon event coordinators adhering to all rules and regulations as details in the Town of Apex Special Events Guide and Special Event Permit Application.

Attachments

- Sponsored Special Event Application Cover Sheet
- Sponsored Special Event TOA Cost Breakdown Spreadsheet





Town of Apex 2021 Sponsored Special Event Applications

Event Name: Apex Juneteenth Celebration

Event Date & Time:

- Saturday, June 19, 2021 (11 AM - 4 PM)

Roads & Parking Closed Date & Time:

- The Depot Parking Lot & Plaza - from 8:00 AM to 5:00 PM
- Seaboard Street from (N. Salem to Caboose) - from 8:00 AM to 5:00 PM

Rain Date: NA

Event Organizer: Town of Apex

2021 Sposonsorship Request: The Depot public bathrooms be open, banner, trash bins and liners, and police

2021 Estimated Town of Apex Cost: \$1,820.00

Event Description: The 156th anniversary and celebration of Juneteenth (Freedom Day). Juneteenth celebrations commemorate the end of slavery in the USA. This event will celebrate this important day of African American history and promotes equity, respect, and understanding between people of all backgrounds and cultures. There will be food trucks, performances and games for the whole family to enjoy.

Questions to Consider: None



Town of Apex 2021 Cosponsored Special Event Applications

Event Name: Apex Pride Month Celebration

Event Date & Time: Saturday, June 12, 2021 from 12:00 PM to 4:30 PM

Roads & Parking Closed Date & Time: Hunter Street Park from 11:00 PM to 5:30 PM

Rain Date: NA

Event Organizer: Town of Apex

2021 Co-Sponsorship Request: Trash bins and liners, food, and street banner

2021 Estimated Town of Apex Cost: \$1,820.00

Event Description: Apex Pride Celebration to bring awareness to the LGBTQIA Community within the Town.

Questions to Consider: None

Town of Apex Proposed 2021 Cosponsored Special Events - Potential Town Expenses

Name Of Event	Projected Attendance	Event Date(s)	Event Times	Event Organizer/Sponsor	Contact Person	Elec.	Fire	Parks	Parks (In-Kind)	Police	Police Equipment (In-Kind)	Public Works	PW Equipment (In-Kind)	Special Programs	2021 TOTAL
Apex Juneteenth	500	Saturday, June 19, 2021	11 AM - 4 PM	Town of Apex	Colleen Merays									\$1,820.00	\$1,820.00
Apex Pride Month Celebration	500	Saturday, June 12, 2021	12 PM - 4:30 PM	Town of Apex	Colleen Merays									\$1,820.00	\$1,820.00
															\$3,640.00

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: June 8, 2021

Item Details

Presenter(s): Shawn Purvis, Assistant Town Manager

Department(s): Administration

Requested Motion

Possible motion to adopt the FY2021-2022 Annual Budget Ordinance and FY2021-2022 Fee Schedule

Approval Recommended?

Yes

Item Details

[Details regarding the item]

Attachments

- Budget Message
- Budget Ordinance
- Fee Schedule
- Proposed New Positions



Town of Apex, North Carolina FY 2021 – 2022 Annual Budget

Budget Ordinance

BE IT ORDAINED by the Town Council of the Town of Apex, North Carolina that the following anticipated fund revenues and departmental expenditures, together with certain fees and schedules, and with certain restrictions and authorizations, are hereby appropriated and approved for the operation of the Town government and its activities for the fiscal year beginning July 1, 2021 and ending June 30, 2022.

Section 1: General Fund

General Fund Revenues

Ad Valorem Taxes	\$42,698,700
Other Taxes and Licenses	\$15,882,400
Unrestricted Intergovernmental Revenues	\$3,215,000
Restricted Intergovernmental Revenues	\$3,372,500
Permits and Fees	\$3,534,300
Sales and Services	\$6,809,900
Investment Earnings	\$40,000
Miscellaneous Revenues	\$365,100
Other Financing Sources	\$1,625,000
Fund Balance Appropriation	\$1,549,000
Total Revenues	\$79,091,900

General Fund Expenditures

Governing Body	\$422,600
Town Clerk	\$297,600
Administration	\$1,659,000
Human Resources	\$1,371,700
Information Systems	\$2,549,900
Legal Services	\$500,000
Economic Development	\$666,400
Finance	\$857,200
Planning & Community Development	\$3,418,800
Facility Services	\$2,177,500
Police	\$13,399,400
Communications	\$1,579,000
Fire Services	\$11,204,500
Public Works & Transportation	\$1,451,500
Utility Engineering-Water Resources	\$2,794,300
Streets	\$4,853,100
Solid Waste Services	\$5,959,700
Fleet Services	\$516,600
Building Inspections & Permitting	\$3,102,100
Parks & Recreation	\$6,418,700
Cultural Arts Center	\$846,200
Cemetery	\$50,800
Special Appropriations	\$69,000
Other Financing Uses	\$4,638,400
Debt Service	\$8,137,900
Contingency	\$150,000
Total Expenditures	\$79,091,900

As required by General Statutes Chapter 158-7.1(a), the appropriations made for the purpose of economic development in Section I of the Ordinance have been determined by the Town Council to increase employment opportunities and add value to the tax base for the Town of Apex through industry recruitment, retention, and other support activities.

Section 2: Electric Fund

Electric Fund Revenues	
Investment Earnings	\$6,000
Miscellaneous Revenues	\$13,000
Charges for Service	\$41,905,000
Other Operating Revenues	\$3,842,200
Other Financing Sources	\$10,000
Total Revenues	\$45,776,200
Electric Fund Expenditures	
Electric Operations	\$45,776,200
Total Expenditures	\$45,776,200

Section 3: Water / Sewer Fund

Water / Sewer Revenues	
Charges for Service	\$21,452,000
Stormwater Fees	\$1,000,000
Investment Earnings	\$24,000
Miscellaneous Revenues	\$196,000
Other Operating Revenues	\$135,000
Fund Balance Appropriated	\$900,000
Other Financing Sources	\$15,000
Total Revenues	\$23,722,000
Water / Sewer Expenditures	
Water/Sewer Operations	\$23,722,000
Total Expenditures	\$23,722,000

Section 4: Police State Funds

Police - State Funds Revenues	
Investment Earnings	\$100
Miscellaneous Revenues	\$1,500
Total Revenues	\$1,600
Police - State Funds Expenditures	
Reserved for Future Expenditures	\$1,600
Total Expenditures	\$1,600

Section 5: Police Federal Funds

Police - Federal Funds Revenues	
Investment Earnings	\$100
Police Revenues	\$500
Miscellaneous Revenues	\$0
Total Revenues	\$600
Police - Federal Funds Expenditures	
Police Operations	\$600
Total Expenditures	\$600

Section 6: Police - Donations

Police - Donations Revenues	
Investment Earnings	\$100
Police Contributions	\$7,500
Total Revenues	\$7,600
Police - Donations Expenditures	
Police Operations	\$7,600
Total Expenditures	\$7,600

Section 7: Fire - Donations

Fire - Donations Revenues	
Investment Earnings	\$100
Miscellaneous Revenues	\$1,000
Total Revenues	\$1,100
Fire - Donations Expenditures	
Fire Operations	\$1,100
Total Expenditures	\$1,100

Section 8: Affordable Housing Fund

Affordable Housing Fund Revenues	
Investment Earnings	\$1,000
Transfer from General Fund	\$1,595,000
Fund Balance Appropriated	\$0
Total Revenues	\$1,596,000
Affordable Housing Fund Expenditures	
Capital Outlay - Improvements	\$250,000
Affordable Housing Grant	\$500,000
Reserved for Future Expenditures	\$846,000
Total Expenditures	\$1,596,000

Section 9: Health & Dental Fund₁

Health & Dental Fund Revenues	
Health Premiums	\$5,320,743
Spouse/Dependent Health	\$1,156,719
Retiree Contribution	\$32,967
Dental Premiums	\$218,357
Spouse/Dependent Dental	\$195,043
Vision Premiums	\$76,534
Total Revenues	\$7,000,363
Health & Dental Fund Expenditures	
Health Claims	\$5,419,428
Dental Claims	\$413,400
Admin Fees - Health	\$879,207
Health Claims - Retirees	\$176,094
Admin Fees - Retirees	\$35,700
Vision	\$76,534
Total Expenditures	\$7,000,363

1. In accordance with NCGS 159-13.1, the Town adopts the Financial Plan for Health and Dental Fund to provide health and dental coverage to employees and retirees. Payments to the fund are included in the annual budget of the other funds.

Section 10: Cemetery Fund**Cemetery Fund Revenues**

Investment Earnings	\$1,000
Fund Balance Appropriated	\$0
Total Revenues	\$1,000

Cemetery Fund Expenditures

Transfer to General Capital Projects	\$0
Reserved for Future Expenditures	\$1,000
Total Expenditures	\$1,000

Section 11: Water / Sewer Capital Reserve Fund**Water / Sewer Capital Reserve Fund Revenues**

Capital Reimbursement Fees - Water	\$0
Capital Reimbursement Fees - Sewer	\$200
Investment Earnings	\$14,000
Fund Balance Appropriated	\$5,938,300
Total Revenues	\$5,952,500

Water / Sewer Capital Reserve Fund Expenditures

Transfer to W/S Project Fund	\$5,952,300
Reserved for Future Expenditures	\$0
Total Expenditures	\$5,952,500

Section 12: Water / Sewer Capital Reserve Fund (HB463)**Water / Sewer Capital Reserve Fund Revenues**

Capital Reimbursement Fees - Water	\$700,000
Capital Reimbursement Fees - Sewer	\$1,400,000
Investment Earnings	\$3,500
Fund Balance Appropriated	\$0
Total Revenues	\$2,103,500

Water / Sewer Capital Reserve Fund Expenditures

Transfer to W/S Project Fund	\$1,175,000
Reserved for Future Expenditures	\$928,500
Total Expenditures	\$2,103,500

Section 13: Perry Library Trust Fund**Perry Library Trust Fund Revenues**

Investment Earnings	\$100
Transfer from General Fund	\$443,400
Total Revenues	\$443,500

Perry Library Trust Fund Expenditures

Building Maint & Repair	\$443,400
Reserved for Future Expenditures	\$100
Total Expenditures	\$443,500

Section 14: Recreation Capital Reserve Fund**Recreation Capital Reserve Revenues**

Subdivision Recreation Fees	\$1,000,000
Investment Earning	\$1,000
Fund Balance Appropriated	\$0
Total Revenues	\$1,001,000

Recreation Capital Reserve Expenditures

Transfer to Recreation Project	\$0
Reserved for Future Expenditures	\$1,001,000
Total Expenditures	\$1,001,000

Section 15: Transportation Capital Reserve Fund**Transportation Capital Reserve Fund Revenues**

Motor Vehicle Licenses	\$1,200,000
Investment Earnings	\$1,000
Total Revenues	\$1,201,000

Transportation Capital Reserve Fund Expenditures

Transfer to General Fund	\$600,000
Transfer to Street Project	\$595,000
Reserved for Future Expenditures	\$6,000
Total Expenditures	\$1,201,000

Section 16: Fire Capital Reserve Fund**Fire Capital Reserve Fund Revenues**

Investment Earnings	\$200
Miscellaneous Revenues	\$0
Total Revenues	\$200

Fire Capital Reserve Fund Expenditures

Transfer to General Capital Projects	\$0
Reserved for Future Expenditures	\$200
Reserved for Future Expenditures	\$200

Section 17: Levy of Taxes

There is hereby levied a tax at the rate of thirty-nine cents (\$0.39) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2021, for the purpose of raising the revenue listed Ad Valorem Taxes 2021-2022 in Section 1: General Fund of this ordinance. This rate is based on a valuation of property for purposes of taxation of \$10,958,427,579 and an estimated rate of collection of 99.89%.

Section 18: Fees & Charges

There is hereby established, for Fiscal Year 2021-2022, various fees and charges as contained in the Fee Schedule attached to this document. All mileage reimbursements for the use of personal vehicles shall be the same as the allowable IRS rate in effect on the date of travel. All daily and monthly subsistence schedules previously adopted shall remain in effect.

Section 19: Special Authorization of the Budget Officer

- a) The Budget Officer shall be authorized to reallocate fund appropriations among the various objects of expenditure as he deems necessary, provided such reallocations do not increase or decrease the total budget for any fund.
- b) The Budget Officer shall be authorized to amend this budget as necessary to fulfill all obligations evidenced by a purchase order outstanding on June 30, 2021.

Section 20: Use of the Budget and the Budget Ordinance

This Ordinance and the budget document shall be the basis for the financial plan of the Town of Apex for Fiscal Year 2021-2022. The Budget Officer shall administer the budget and the Finance Director shall establish records which are in agreement with the budget, this ordinance, and the appropriate statutes of the State of North Carolina.

Section 21: Distribution

Copies of this ordinance shall be furnished to the Budget Officer and the Finance Director of the Town of Apex so that they may keep this ordinance on file for their direction and disbursement of funds.

Adopted this the 8th of June, 2021.

Attest:

Jacques K. Gilbert, Mayor

Donna B. Hosch, Town Clerk

Approved as to form:

Laurie Hohe, Town Attorney



Town of Apex, North Carolina

Fee Schedule - Effective 7/1/2021

Schedule subject to change upon approval by Town Council

TAXES & FEES			
Tax Rate	\$ 0.39/\$100 valuation of property	Vehicle Fee (pursuant to NCGS 20-97 (b1)	\$30/ vehicle
DOCUMENT / COPY FEES			
Copying up to 11" x 17" (black and white)	\$0.10/ sheet	Document Recording / E-Recording	At cost
Copying and maps up to 11" x 17" (color)	\$0.40/ sheet	3 ring or spiral bound documents/plans	\$35
Copying larger than 11" x 17" (black and white)	\$5/ sheet	Unified Development Ordinance	\$40
Copying larger than 11" x 17" (color)	\$20/ sheet	Design and Development Manual	\$15
Printed 24" x 36"	\$20/ sheet	DVD Copy	\$0.50/ disc
Printed 36" x 48" maps	\$40/ sheet		

Development Fees

PUBLIC RIGHT-OF-WAY CLOSURE			
Submit request and fees to Administration			
Right-of-Way Closure Application Fee	\$100	Right-of-Way Closure Processing Fee	\$600
Due with request/application/non-refundable		Due prior to Council considering request; refundable if request is withdrawn prior to advertising.	
DEVELOPMENT SUBMITTAL FEES			
For Zoning/Subdivision/Site Activity - Calculated and collected by the Planning Department			
Administrative Adjustment	\$150	Sign, Master Plan	\$150
Administrative Approval (Small Town Character Overlay)	No Charge	Sign, Permanent	\$75 + \$5/add'l sign
Annexation Petition	\$200	Sign, Temporary	\$25
Appeal (Board of Adjustment)	\$650	Site Inspections (Non-residential lot) ₂	\$500
		Site Inspections (Residential lot) ₃	\$35
Certificate of Zoning Compliance (CZC) ₁	\$100	Site Plan, Major	\$1100 + \$5/acre
Consultant Fees	As required	Site Plan, Minor	\$800
Development Name Change	\$500	Special Use Permit	\$700
Exempt Site Plan – enlargement of a structure	\$250	Temporary Use Permits (Non – Event):	\$100
Exempt Site Plan – all other exempt site plans	\$150	Temporary Use Permits (Event):	
Home Occupation	\$50	For Profit \$50	For Profit Express Review \$75
Land Use Map Amendment	\$700	Non-Profit \$0	Non-Profit Express Review \$25
Late Fee – Site Plans/Master Subdivision Plan/PUD/Rezoning/Conditional Zoning (and resubmittals)	\$300	Text Amendments (UDO)	\$600
Master Subdivision Plans Residential & Non-Residential	\$750 + \$10/lot	Transportation Impact Analysis Review ₄	
Planned Unit Development (PUD-CZ)	\$1600 + \$10/acre	Sites & Subdivisions \$500	PUD \$1000
PUD-CZ not requiring full TRC Review	\$600	Revised Sites & Subdivisions \$250	PUD \$500
Plat, Easement & Exempt	\$200	Tree Protection Fencing Inspection (Site Plan):	
Plat, Master Subdivision Final	\$300 + \$10/lot	- less than 2 acres: \$50	- 2-15 acres: \$75
Plat, Recombination	\$200	- 15 up to 25 acres: \$150	- 25+ acre: \$200
Plat, Site Plan Final	\$300	Tree Protection Fencing Inspection (Master Subdivision Plan):	
Pond Drainage Plan	\$500	- up to 15 acres: \$75	- 15-50 acres: \$150
Quasi-Judicial Public Hearing- Town Council Only	\$500	- 51+ acres: \$300	
Re-submittal Fees –	½ Original Fee	Tree Removal Plan	\$500
Site Plans: 3 rd submittal; Master Subdivision Plans; 4 th submittal		Variance Permit	\$650
Rezoning/Conditional Zoning	\$700/\$1000	Zoning Verification Letter	\$125
Sustainable Development Conditional Zoning (SD-CZ)	\$1600 + \$10/acre		

1. No charge for the first tenant in a new building 2. Charged at Site Plan Final Plat 3. Charged at permit 4. Projects inactive for one year require new TIA and full submittal fee

RECREATION FEES ₁			
<i>For New Residential Developments Assessed after 1/1/2019 - Collected by the Planning Department</i>			
Housing Type	Fee Per Unit	Acreage Per Unit	Decimal Multiplier
Single Family Detached	\$3,446.98	1/30 acre	0.0333
Single Family Attached	\$2,321.54	1/45 acre	0.0223
Multi-Family Attached	\$2,044.05	1/51 acre	0.01964
Existing Town ordinances require either the dedication of open space for public recreation or the payment of a fee in lieu per unit. The requirement regarding land dedication or fee in lieu will be based, in large part, on the Town's adopted Parks, Recreation, Greenways, and Open Space Master Plan. Recommendations regarding the acceptance of land or fee in lieu are made to the Town Council by the Parks, Recreation, Greenways, and Open Space Advisory Commission. 1. Annually on January 1, the fee amount shall be automatically adjusted in accordance with UDO §14.7			

ENCROACHMENT AGREEMENT	
<i>Submit to Development Services</i>	
Encroachment agreement preparation and recording	\$250 + eReording Fee at Cost

CONSTRUCTION FEES/BONDS	
<i>Calculated and collected by Development Services</i>	
Bond Administration Fee:	- Cash/check: \$100 - Surety Bond/Letter of Credit \$300 - Reduction/Amendment \$100
Fee in Lieu Administration Fee:	\$100
Construction Plan Submittal Fees (Subdivisions)	\$600 + \$10/Lot
Construction Plan Submittal Fees (Sites, Utility Extensions, etc.)	\$600 + \$15/Sheet
Re-submittal Fees – Construction Plans (3 rd submittal and every other subsequent submittal (3 rd , 5 th , 7 th , etc.)	½ Original Fee
Late Fee – Construction Plan Submittal and Resubmittal	\$300
Construction Plan Revisions (after initial approval)	\$75/sheet
Water Extension Permit Application	\$200
Sewer Extension Permit Application	\$480
Water and/or Sewer Extension Permit Amendment	\$100 / each
Infrastructure Extension Record Drawing Review (1 st & 2 nd reviews)	\$200
Infrastructure Extension Record Drawing Review (3 rd , 5 th , 7 th , etc. reviews)	\$100
Infrastructure Extension Record Drawing Review (after initial approval/field changes)	\$100
Construction Inspection Fees:	
Water Lines	\$1.50 per linear foot
Sewer Lines	\$1.50 per linear foot
New Streets (public)	\$1.75 per linear foot per lane
Curb & Gutter (All New/ replaced public)	\$0.50 per linear foot
Storm Drains (public)	\$1.50 per linear foot
Pump Station Review and Inspection	\$2,500 each
Warranty Bonds	25% of cost of installed and approved Infrastructure
Performance Bonds	125% of cost of uninstalled Improvements
<i>*Repairs to damages water/sewer lines caused by construction shall be billed to the responsible party and include the cost of materials + 10% and current equipment and labor rates.</i>	

STORMWATER PLAN REVIEW FEES/BONDS	
<i>Submit to Development Services</i>	
Project Size (disturbed acres)	Stormwater Plan Review Fee
< 1 acre	\$-0-
1 - 5 acres	\$500
5 - 50 acres	\$500 + \$50 per additional disturbed acre
\$500 base review fee for projects disturbing up to 5 acres. Add \$50 per additional disturbed acre beyond 5 acres. Development projects that disturb less than 1 acre of land are not subject to the stormwater plan review fees since they are exempt from stormwater controls. The stormwater plan review fee will be limited to a maximum of 50 acres.	
SCM Maintenance Bond	25% of cost of installed and approved Infrastructure
SCM Performance Bond	125% of cost of uninstalled Improvements
SCM As-Built Review Fee:	\$200 per SCM

SOIL AND EROSION CONTROL FEES/GUARANTEES	
<i>Submit to Development Services</i>	
Application for S&E Plan Approval	\$500 per disturbed acre
Future Lot Grading*	\$50 per acre of remaining building lot acreage
S&E Performance Guarantee**	\$2,500 per disturbed acre
*The future lot grading fee provides coverage under an erosion control permit and ensures compliance with NPDES stormwater regulations. Only the additional land disturbance associated with future building lots needs to be included.	
**Performance guarantee must be in the form of a certified check, cash, or irrevocable letter of credit approved by the Town. The performance guarantee is due prior to the Town issuing a Letter of S&E Plan Approval and may be fully refunded after the issuance of the certificate of completion.	

COMMERCIAL BUILDING PERMIT FEES							
Calculated and collected by Building Inspections and Permitting							
NEW STRUCTURES, ADDITIONS AND ALTERATIONS (Base Fee) 1,2,3							
Total Gross Building Floor Area of Construction		Fee Computation		<div>1. Alterations to existing structures, with no footprint increase, are charged at a rate of .60 of the Permit Fee or the minimum per trade fee based upon the Single Trade Fee Schedule, whichever is greater.</div> <div>2. Permits for "shell" buildings are charged at a rate of .60 of the Permit Fee, based upon a Business Occupancy, or the minimum per trade fee based upon the Single Trade Fee Schedule, whichever is greater. Area within the building shell, which is intended to be occupied, will have the permit fees for the occupied area computed per footnote #1 above.</div> <div>3. Additional Miscellaneous Fees, listed below, will be added to the permit fees as applicable.</div>			
0 - 500	Per Trade (see schedule below)						
501 - 5,000	A x B = Permit Fees						
5,001 - 10,000	(A x B X .80) + (1,000 X B) = Permit Fee						
10,001 - 15,000	(A x B X .70) + (3,000 X B) = Permit Fee						
15,001 - 20,000	(A x B X .60) + (4,500 X B) = Permit Fee						
20,001 - above	(A x B X .50) + (6,500 X B) = Permit Fee						
A=Total Gross Building Floor Area B= Fee Per Square Foot Based Upon Occupancy							
Single Trade Fee Schedule		Fee Per Square Foot of Floor Area Based on Occupancy					
Building	\$150	Occupancy	Fee	Occupancy	Fee	Occupancy	Fee
Electrical	\$75	Assembly	0.55	Factory/Industrial	0.40	Mercantile	0.50
Mechanical	\$75	Business	0.60	Hazardous	0.50	Residential	0.55
Plumbing	\$75	Educational	0.60	Institutional	0.60	Storage/Utility	0.30
Grading	\$75						
MISCELLANEOUS FEES							
Change of General Contractor				\$50			
Conditional Electrical Power Inspection (Apex and Duke)				Optional Inspection			
Conditional Mechanical Systems Inspection				Optional Inspection			
Demolition (All Trades)				\$120			
Dumpster Enclosure				\$150 (Single Trade Building)			
Elevator				\$50 per elevator			
Fire Pumps, each				\$250			
Fire Sprinkler System				\$0.03 per square feet			
Fire Suppression				\$50			
Grease/Oil Interceptor				\$50			
Irrigation System				\$75 permit fee + Capital Reimbursement Fees (page 6)			
Retaining Wall Permit				\$1 per linear foot			
Sales/Construction Trailer/Modular Classroom				Per Single Trade Fee Schedule			
Sign – New				\$150 + \$75 if electrical needed			
Sign – Replacement				\$50			
Solar PV System				No Fee			
Spray Paint Booth, each				\$150			
Storage Tank, each				\$50 Plus Associated Single Trade Fees			
Swimming Pool				\$50 Plus Associated Single Trade Fees			
Temporary Power (Town of Apex)				\$125			
Water and Sewer Capital Reimbursement Fees and Water Meters				Refer to Capital Reimbursement Fee Schedule (page 6)			
Work Without a Permit				Double Permit Fees			
Stop Work Order				\$150 (May Require Extra Trip Fee)			
Expired Permit				½ Cost of Original Permit Fee			
PLAN REVIEW FEES (Non-refundable)							
Per Trade- (Not applied toward cost of permit)				\$100			
Plan Modification (Not applied toward cost of permit)				½ Review Fee or ½ per trade fee for single trade modifications			
Re-review fee (Not applied toward cost of permit)				½ Review Fee @ 3 rd , 5 th , 7 th , etc.			
Re-stamp Plans, Per Trade				\$75			
Retaining Wall, Per submitted grouping (at least one per project/subdivision)				\$100			
EXPRESS PLAN REVIEW (2 hr. min) *				ADMINISTRATIVE FEES			
First Hour		\$1,000	Duplicate Building Record Card		\$10		
Each additional 15 minutes		\$250	General Records Research, Archive Files		\$3/ page		
Cancellation Fee (3 days prior notice)		\$200	General Records Research, Current Files over 10 pages		\$0.50/ page		
*when service is available							
INSPECTION FEES							
Water Resources Certificate of Occupancy -		\$100	Job not ready for inspection or installation of tap, meter, etc.		\$150		
Water/Sewer Final			Cancelled Inspection fee (not cancelled by 8:00 am of scheduled day)		\$75		
Standard re-inspection fee (Building, Electrical, Mechanical, Plumbing, Driveway, Water, and/or Sewer)		\$75					
Previous violations not corrected (all trades)		\$150					

ONE AND TWO FAMILY DWELLING PERMIT FEES				
Calculated and collected by Building Inspections and Permitting				
NEW STRUCTURES (Single Family/Duplex/Townhomes)		\$/SQ.FT	MIN/ \$/UNIT	
3,000 Gross SF and Less		0.35	\$500	
>3,000 Gross SF:(3000SFx \$0.35/SF)+(Additional SF x \$0.35/SF x.75) = Permit Fee		Per Formula		
ADDITIONS /ALTERATIONS 800 SQUARE FEET AND GREATER		ADDITIONS /ALTERATION LESS THAN 800 SQUARE FEET		
	\$/SQ.FT	MIN/ \$/UNIT	MIN/ \$/UNIT	
Building	\$0.19	\$150	Building	\$150
Electrical	\$0.09	\$75	Electrical	\$75
Plumbing	\$0.09	\$75	Plumbing	\$75
Mechanical	\$0.09	\$75	Mechanical	\$75
ACCESSORY STRUCTURES		MIN/ \$/UNIT	SINGLE TRADE FEE SCHEDULE	
Decks, Sheds, Roof Additions & Detached Garages, 400 sq. ft. or less		\$75	Building	\$150
Decks, Sheds, Roof Additions & Detached Garages > 400 sq. ft.		\$150	Electrical	\$75
Trellis (Attached to a structure)		\$40	Mechanical	\$75
Retaining Wall Plan Review		\$100	Plumbing (fire included)	\$75
Retaining Wall		\$1 per linear foot	Grading	\$75
MISCELLANEOUS				
Change of General Contractor		\$50		
Change of Lot		\$50		
Construction Trailer		Per Single Trade Fee Schedule		
Demolition (All Trades)		\$150		
Driveway		\$100 / lot		
House Moved		\$375		
Irrigation		\$75 permit fee + capital reimbursement fee (page 6)		
Mobile Home (All Trades)		\$150		
Modular Home (All Trades)		\$375		
Solar PV System		No Fee		
Stop Work Order		\$150 (May Require Extra Trip Fee)		
Temporary Power (Town of Apex Only)		\$125		
Work Without Permit		Double Permit Fees		
Expired Permit		½ Cost of Original Permit Fee		
PLAN REVIEW FEES (Non-refundable)				
Initial Fee For New Single Family and Townhome Construction (Not applied to cost of permit)		\$110		
Initial Fee All Other Construction (Not applied toward cost of permit)		\$100		
Plan Modification Fee (Not applied toward cost of permit)		½ Review Fee of affected trades		
Re-review Fee (Not applied toward cost of permit)		½ Review Fee @ 3 rd , 5 th , 7 th , etc.		
Re-stamp Plans		\$60		
ADMINISTRATIVE FEES				
Duplicate Building Record Card		\$10		
General Records Research, Current Files Over 10 Pages		\$0.50/ page		
General Records Research, Archive Files		\$3/ page		
INSPECTION FEES				
Water Resources Certificate of Occupancy - Water/Sewer Final		\$100		
Standard re-inspection fee (Building, Electrical, Mechanical, Plumbing, Water, and/or Sewer)		\$75		
Job not ready for inspection or installation of tap, meter, etc.		\$150		
Previous Building, Electrical, Mechanical, Plumbing violations not corrected		\$150		
EXPRESS PLAN REVIEW (2 HOUR MINIMUM) – When service is available				
First Hour		\$600 + \$150 each additional 15 minutes		
Cancellation Fee without (3 days prior notice)		\$200		

ELECTRICAL UNDERGROUND AND SERVICE LATERAL FEES

Calculated by the Electric Department

Primary Facilities:

Collected by Electric Department

Based on cost difference of normal overhead facilities and the requested underground facilities.

Single-Family	\$490/ lot
Townhomes	\$490/ unit
Apartments	\$490 point of delivery

Service Laterals:

Collected by Building Inspections Permitting

Charges are for the first 100 feet of service length. An excess footage charge, if applicable, is billed separately by the Electric Utilities Division at \$4.25/foot over 100 feet.

Single-Family	\$521.85/ service lateral
Townhomes	\$521.85/ service lateral
Apartments	Apartments are typically served with multiple meter bases at approved locations; service laterals are usually installed in conjunction with the primary facilities and service lateral charges do not apply.

WATER TAPS AND METER FEES**

Submit Tap fees to Water Resources and Water Meter fees to Building Inspections and Permitting

Fees are based on 60 foot right-of-way roads and lateral lengths less than 100 feet. Special cases, wider rights-of-way, special or complex boring and items not shown shall be at cost.

Size	Base Cost	Add Bore	Add Street Cut	Meter Only*
¾ inch	\$2,000	\$550	\$800	\$215
1 inch	\$2,200	\$550	\$800	\$325
1 ½ inch	N/A	N/A	N/A	\$650
2 inch	N/A	N/A	N/A	\$830
3 inch	N/A	N/A	N/A	\$3,255
4 inch	N/A	N/A	N/A	\$4,265

*If meter setter is not readily accessible or not functional when town staff arrives onsite, the meter will not be installed. Owner will be required to reschedule and pay fee as noted under "Inspection Fees" section (pages 3 and 4) of this document. The Town will reschedule work within 7 days of receipt of the "Inspection Fees".

SEWER TAPS**

Size	Base Cost	Add Bore	Add Street Cut
4 inch	\$2,100	Not available	\$ 800

** The Town of Apex does not install water or sewer taps for commercial development or new residential construction.

WATER BACTERIOLOGICAL SAMPLE FEE

Samples collected by Water Resources Department. Fees collected by Development Services	\$75
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SEWER AND STORMWATER RE-INSPECTION FEES

Submit to Water Resources Department

Sewer and Storm drain re-inspection fee	\$325 remobilization fee plus \$0.25 per linear foot over 1000'
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IRRIGATION METERS

*Submit to Building Inspections & Permitting (Irrigation meter **required** for ALL irrigation systems)*

	Single-Family Residential (Includes duplex and townhomes)	Multi-Family and Commercial
Permit Fee	\$75	\$75
Meter Fee	Based on meter size; see "Water Meter Fees" (page 6)	Based on meter size; see "Water Meter Fees," (page 6)
Meter Tap	\$800.00 (See condition 7 below)	See condition 6 below
Capital Reimbursement Fees	Based on meter size; see "Capital Reimbursement Fees" (page 6)	Based on meter size; see "Capital Reimbursement Fees" (page 6)

Conditions:

- All irrigation meters will require payment of capital reimbursement fees.
- NCGS requires a second meter for in-ground irrigation systems and that systems be protected by an approved backflow preventer.
- A plumbing permit is required for installation of the system from the meter to the backflow preventer.
- All associated fees will be collected by the Building Inspections & Permitting Department prior to issuance of a permit.
- All other non-single family customers (subdivision entrances and commercial sites) require a second meter.
- The Water Resources – Water & Sewer Utility Operations Division will only install the tap for meters for existing single-family customers; all other taps must be installed by a private contractor and inspected by Water Resources Infrastructure Inspections Division.
- Single family Meter Tap Fee includes installing a split tap at an existing meter. If the split tap is already installed, see "Meter Only" fees under the "Water Taps & Meter Fees."

WATER AND SEWER CAPITAL REIMBURSEMENT FEES

Calculated and collected by Inspections and Permitting & Planning

The purpose of Capital Reimbursement Fees are one-time capital charges assessed against new development as a way to provide or cover a proportional share of the costs of capital facilities. These treatment facilities provide the system capacity that each new development will demand when connected to the water and sewer systems. Additional fee assessments shall be required of nonresidential customers who, after paying a Capital Reimbursement Fees fee, expand their service requirements. A 75% grant may be available in the Central Business District.

Meter Size (inches)	Water Fee	Sewer Fee	Total Fees
3/4	\$1,783	\$3,675	\$5,458
1	\$2,972	\$6,124	\$9,096
1.5	\$5,943	\$12,249	\$18,192
2	\$9,509	\$19,598	\$29,107
3	\$19,019	\$39,195	\$58,214
4	\$29,717	\$61,243	\$90,960
6	\$59,433	\$122,486	\$181,919
8	\$95,093	\$195,977	\$291,070
10	\$249,620	\$514,439	\$764,059
12	\$314,997	\$649,173	\$964,170

Utility Rates & Fees

CUSTOMER DEPOSITS

Residential Electric Deposit	\$200	Commercial Deposit	2 times monthly average for service location or minimum of \$200*
Residential Water Deposit	\$50		

*NCGS 160A-314 (a); North Carolina Utilities Commission Guidelines: R8-33

FEES

Application / Service Initiation Fee	\$15	Pretreatment Program Charges	
Returned Check / Draft Fee	\$25	- Permitted Flow (per 1,000 gallons)	\$0.33
Non-Payment Service Fee	\$25	Surcharge Rates (quarterly)	
After Hours Service Fee	\$75	- BOD	\$0.278 per lb.
Late fee for charges unpaid by the due date	1% of unpaid balance	- COD	\$0.278 per lb.
Extension fee	\$0	- TSS	\$0.051 per lb.
Reconnect Disconnected Meter	\$25	Analytical Testing Charges	
Backflow Testing	At cost	- BOD	\$20
Meter Testing Fees		- TSS	\$12
- Meter Test Fee (one test per year at no cost; additional reads are charged only if the meter read is correct)	\$50	- Ammonia	\$12
- Meter Test (under 2 inch meter)	\$50	- COD	\$20
- Meter Test (2+ inch meter)	At cost + 10 %	- Cyanide	\$25
Damaged Water Meter*	\$53 + cost of meter	- Oil & Grease	\$30
Damaged ERT Holder Replacement Fee*	\$16.25	- Total Phosphorus	\$16
Pedestal Replacement (Electric)	\$149 + cost of pedestal	- Total Nitrogen	\$40
Septic Tank Pump Fee (per 1991 annexation agreements; only available in certain locations)	At cost	- Arsenic, Cadmium, Chromium, Copper, Lead, Mercury, Molybdenum, Nickel, Selenium, Silver, Zinc	\$13 each

* fees would only be applied to active building permits that require a replacement meter, ERT holder or pedestal due to contractor damage

SOLID WASTE FEES

Yard Waste Collection	\$7.83/ month	Dumpster Service	
Residential Roll-Out Cart	\$8.94/ month	- 4 CY Dumpster	\$131.40/ month
Commercial Roll-Out Cart	\$18.75/ month	- 6 CY Dumpster	\$155.46/ month
Recycling (Per Bin or Cart)	\$4.98/ month	- 8 CY Dumpster	\$177.64/ month
Bulk items	\$11/ each	Bulk Items - Half Load	\$22
White Goods	\$18/ each	Bulk Items - Full Load	\$40

STREET SIGN FEES

Replacement sign costs			
- Street sign only (1 blade)	\$37	- Street sign replacement + install	\$152
- Street sign only (2 blades)	\$74	- Stop sign replacement + install	\$105.75
- Stop Sign only	\$28	- Street / Stop sign combination + install	\$180

* Original installation of all safety, regulatory, and street signs is the responsibility of the developer prior to plat.

STORMWATER FEES	
Stormwater fees are effective January 2022. Stormwater utility fees are based on the total amount of impervious surface on an individual lot or parcel.	
Residential - Detached single-family homes, a duplex, or a manufactured home located on an individual lot or parcel.	
Tier 1: Small (400-1,500ft ²)	\$1.50
Tier 2: Medium (1,500-3,000ft ²)	\$5.00
Tier 3: Large (3,000-4,000ft ²)	\$7.50
Tier 4: Extra Large (>4,000ft ²)	\$10.00
Non-Residential - Parcels that contain more than two residential units, public/private institutional buildings, commercial buildings, parking lots, churches, etc.	\$5.00 per ERU (Total Impervious Area/\$2,700ft ² * \$5)
<i>*ERU (Equivalent Residential Unit) is the GIS Analysis of average impervious surface (rooftops, driveways, sidewalks, parking lots) per property. Approximately 2,700 ft²</i> <i>*Properties with less than 400ft² of impervious surface are exempt.</i>	

WATER & SEWER RATES				
Water Rates		Inside Town Limits	Outside Town Limits	
Water Base Charge		\$5.54	\$11.08	
Water Volumetric Rates (per 1,000 gallons)				
Commercial		\$4.19	\$8.38	
Residential	Tier 1: 0 - 6,000 gal	\$4.19	\$8.38	
	Tier 2: 6,001 - 12,000 gal	\$4.82	\$9.64	
	Tier 3: > 12,000 gal	\$6.49	\$12.98	
Wholesale Water Base Charge		\$5.45	Wholesale Water Volumetric Rates (per 1,000 gallons)	\$4.09
Sewer Rates		Inside Town Limits	Outside Town Limits	
Sewer Base Charge		\$10.04	\$20.08	
Sewer Volumetric Rates (per 1,000 gallons)				
Commercial & Residential		\$7.17	\$14.34	
Colvin Park/White Oak *		\$12.55	N/A	
*Per the Alternative Sewer Agreement, "the Apex special published rate shall be based on the Cary published residential rate per thousand gallons plus an Apex charge of \$2 per thousand gallons."				
Wholesale Sewer Base Charge		\$9.00	Wholesale Sewer Volumetric Rates (per 1,000 gallons)	\$6.05
Flat Rate Sewer		\$35.00/ month		
Irrigation Rates		Inside Town Limits	Outside Town Limits	
Irrigation Base Charge		\$5.54	\$5.54	
Irrigation Volumetric Rates (per 1,000 gallons)		\$6.49	\$12.98	
Bulk Water				
Hook Up Fee (per connection)		\$12	Hydrant meter	
Volumetric Rates (per 1,000 gallons)		\$7.20	- Set up / Relocate / Pickup	\$50/ event
			- Rental Fee	\$12/ day
			- Hydrant Meter replacement and/or repair	At cost + 10%

ELECTRIC RATES					
Service	Base Charge	Energy Charge (per kWh)			
		Nov.-June (0-800)	Nov.-June (Over 800)	July-Oct. (All)	
Residential	\$15.05	\$0.1029	\$0.0993		\$0.1029
Service	Base Charge	Energy Charge (per kWh) ALL			
Small General Service	\$22.07	\$0.0985			
Service	Base Charge	Energy Charge (per kW)			
		On Peak		Off Peak	
Residential-Time of Use-TOU	\$15.57	\$0.2700		\$0.0636	
Small General Service-TOU	\$22.07	\$0.1532		\$0.0623	
Service	Base Charge	Energy Charge (per kWh) ALL		Demand Charge (per kW) ALL	
Medium General Service	\$75.28	\$0.0769		\$6.75	
Medium General Service-TOU	\$75.28	\$0.0727		\$10.05	
Large General Service	\$124.60	\$0.0630		\$9.34	
Large General Service-TOU	\$124.60	\$0.0620		\$9.86	
Service	Base Charge	Energy Charge (per kWh) ALL		Demand Charge (per kW)	
				All Coincident Demand	All Excess Demand
Large General Service-Coincident Peak	\$311.51	- Page 477 -	\$0.0478	\$20.18	\$2.59

ELECTRIC RATES			
Outdoor Lighting			
Standard Lighting Service Basic Rate The basic rate does not include the monthly charges for additional facilities, outdoor lighting poles, underground service, or any contribution required under this Schedule.			
Sodium Vapor Units*	Wattage	Monthly Charge	Monthly kWh
5,800 lumen-semi	70	\$8.230/ Fixture	29/ Fixture
9,500 lumen-semi	100	\$9.15/ Fixture	46/ Fixture
9,500 lumen-enclosed/post/ flood	100	\$10.42/ Fixture	46/ Fixture
27,500 lumen-enclosed	250	\$18.67/ Fixture	99/ Fixture
27,500 lumen flood	250	\$19.86/ Fixture	109/ Fixture
50,000 lumen-enclosed	400	\$25.17/ Fixture	152/ Fixture
50,000 lumen flood	400	\$27.55/ Fixture	168/ Fixture
LED Units			
Acom Fixture	51	\$14.90/ Fixture	29/ Fixture
Shoebox – 1	61	\$11.53/ Fixture	29/ Fixture
Shoebox – 2	151	\$18.02/ Fixture	29/ Fixture
Area Light	51	\$8.15/ Fixture	29/ Fixture
Cobrahead – 1	51	\$9.88/ Fixture	29/ Fixture
Cobrahead – 2	151	\$17.40/ Fixture	29/ Fixture
Lantern – 1 w/ Lens	51	\$14.55/ Fixture	29/ Fixture
Lantern – 2 w/o Lens	51	\$14.43/ Fixture	29/ Fixture
Special Contract Lights (residential dedicated public streets outside corporate limits)	Monthly charge	Special Area Lighting Pole	Monthly Charge
100 watt HPS enclosed luminaire on approved wood pole	\$2.29/ customer	Wood	\$ 2.51/ pole
Fiberglass pole or post w/ approved 100 watt HPS luminaire	\$2.93/ customer	Metal, fiberglass or post Decorative square metal	\$ 3.51/ pole \$13.01/ pole
Non-standard Premium Lighting Service The following charges are in addition to Standard Lighting Service Basic Rate identified above.			
Premium Lighting Fixtures	Monthly charge	Premium Posts / Brackets	Monthly charge
Prismatic series classic or colony top	\$3.63/ Fixture	Decorative shroud w/ standard fiberglass post	\$11.74/ post
Prismatic series classic or colony top w/ crown & rib	\$4.36/ Fixture	Fluted direct bury post	\$18.53/ post
Vandermore series w/o spikes	\$2.42/ Fixture	Premium Twin mounting bracket	\$4.84/ bracket
<i>*Maintenance only; no new installs</i>			
Underground Service For Underground service, the monthly bill will be increased by \$3.50 per pole or, in lieu thereof, a one-time contribution of \$175.17 per pole. The monthly UG charge, if selected, may be terminated at any time upon payment by Customer of the one-time contribution. The UG charge will be waived if the lighting facilities are installed during the installation of the main electric facilities. The monthly pole charge defined below will also be applicable to underground service.			
Additional Facilities			
1. Multiple area lighting fixtures may be installed per pole subject to town review and approval. The monthly charge for each additional fixture will be the charge in accordance with the Monthly Rate for that fixture.			
2. For distribution transformer and/or primary conductor extension, 2% of the estimated installed cost of the excess circuit.			
3. For an underground circuit in excess of 250 feet for an area lighting pole, 2% of the estimated installed cost of the excess circuit.			
4. For a metal pole, 2% of the estimated cost of overhead or underground metal poles requiring special construction or features, which are in excess of the estimated, installed cost of standard underground metal poles.			

VENDOR FEES			
Obtain Permit from the Town of Apex Police Department			
Solicitor/Peddler/Park Concessioner*		Transient/Mobile Food Vendors	
30-day Permit	\$50	Annual Permit	\$150
90-day Permit	\$100	* Anyone selling anything, including food, in a Town of Apex Park must obtain a Park Concessions Permit.	
180-day Permit (Park Concessions Only)	\$175		
<ul style="list-style-type: none">• Solicitor - Anyone going door-to-door to take orders for products, share information or seek donations.• Peddler – Anyone transporting goods door-to-door for sale (i.e. ice cream truck).• Park Concessioner – Anyone selling merchandise, food, and or beverages in a town park.• Transient Vendor - Anyone selling goods or services from a temporary business location (i.e. parking or vacant lot).• Mobile Food Vendor - Anyone selling food and/or beverages from a readily movable food unit			

FIRE DEPARTMENT FEES			
Submit request and fees to Customer Service			
Inspection Fees	\$0	False Alarm Fines (per Calendar Year)	
Reinspection (charged for 2nd and all subsequent reinspections)	\$75	4 false alarms	\$150
Fire Inspections Violation Fines:		5 false alarms	\$200
Imminent hazard violation	\$250	6 + false alarms	\$250 / each
Hazardous Materials Consumable Items		Flows	\$75

PARKS & RECREATION					
Fees are paid to Parks & Recreation					
Withdrawal₁					
- 10 + days advance notice			\$5.00		
- Less than 10 days' notice & participant can be replaced from a waiting list			70% of costs		
1. No refunds are issued when the amount is less than \$6.00. No refunds are issued when non-refundable deposits, admission fees or costs are paid in advance by the Town.					
	Resident	Non Resident		Resident	Non Resident
Fishing Licenses			Senior Exercise Pass (55+)	\$0	\$10/ 20 visits
- 12 years & under	\$0	\$10/ year	Open Gym / Pickle Ball	\$0	\$5/ visit or \$20/ 100 visits
- 13-54 years old	\$0	\$25/ year	Vessel Permits (Jan – Dec)	\$5/ year	\$40/ year
- 55 +	\$0	\$6/ year	Dog Park Passes		
- Guest Pass	\$0	\$5/ visit	- Single Dog	\$30/ year	\$50/ year
			- Multiple Dogs	\$60/ year	\$100/ year
Facility Rentals					
All reservations for 100 persons or more require Director approval and may require additional attendants, police and other requirements as deemed necessary by APRCR					
	Resident	Non Resident	Halle Cultural Arts Center	Resident	Non Resident
Refundable Deposit (Facility)	\$250	\$250			
After Hours Rentals ₂	\$40/ hour	\$40/ hour	- Auditorium	\$100/ hour	\$150/ hour
Community Center					
- Summit Room	\$35/ hour	\$52.50/ hour	- Sound/Light Booth	\$50/ hour	\$75/ hour
- Pinnacle Room	\$35/ hour	\$52.50/ hour	- Overnight Storage	\$50/ night	\$75/ night
- Zenith Room	\$35/ hour	\$52.50/ hour	- Studio Gallery	\$50 / hour	\$75/ hour
- Catering Kitchen ₃	\$21/ hour	\$31.50/ hour	- Studio A	\$35/ hour	\$52.50/ hour
- Arts & Crafts Room	\$21/ hour	\$31.50/ hour	- Piano (separate \$200 deposit required)	\$25/ hour	\$37.50/ hour
Shelter Rentals					
- Refundable Deposit (Shelter)	\$125	\$125	- Attendant Fees (after hours)	\$20/ hour	\$20/ hour
- Apex Community Park – small	\$17.50/ hour	\$26.25/ hour	4 Hour Auditorium Package	\$600	\$900
- Apex Community Park – large	\$22.50/ hour	\$33.75/ hour	4 Hour Gallery Package	\$400	\$600
- Hunter Street Park – small	\$17.50/ hour	\$26.25/ hour	Field & Gym Rentals₄		
- Jaycee Park – small	\$17.50/ hour	\$26.25/ hour	Athletic Field – natural turf (no lights)	\$40/ hour	\$60/ hour
- Kelly Road Park small	\$17.50/ hour	\$26.25/ hour	Athletic Field – natural turf (w/ lights)	\$60/ hour	\$90/ hour
- Nature Park – small	\$17.50/ hour	\$26.25/ hour	Athletic Field – synthetic turf (no lights)*	\$70/ hour	\$105/ hour
- Nature Park – large	\$22.50/ hour	\$33.75/ hour	Athletic Field – synthetic turf (w/ lights)*	\$90/ hour	\$125/ hour
- Seagroves Farm Park - small	\$17.50/ hour	\$26.25/ hour	Gym - Whole	\$65/ hour	\$97.50/ hour
Other Amenity Rentals					
- Tennis Courts (2 min / 4 max)	\$15/hour/ court	\$22.50/hour/ court	* Synthetic Turf Fields require additional \$250 Damage Deposit		
- Sand Volleyball Court	\$15/hour/ court	\$22.50/hour/ court			
- Disc Golf Course	\$45/ hour	\$67.50/ hour			
- Amphitheater (1/2 day)	\$115	\$172.50			
- Amphitheater (whole day)	\$250	\$375			
2. Requires additional approval by Director; 3. attached to Zenith Room 4. All rentals require a 2 hour minimum.					

MISCELLANEOUS					
Rain Barrel	\$88.00	Cemetery	Resident	Non – Resident	Military Rate
		- Cemetery Plots	\$800	\$1200	\$640 (resident)
		- Columbarium Niches	\$600	\$600	\$960 (non-resident)
					\$480
*20% cemetery discount applies to current and retired military personnel only					

Town of Apex, North Carolina FY 2021 – 2022 Annual Budget

Budget Message

April 15, 2021

The Honorable Jacques K. Gilbert, Mayor
Members of the Apex Town Council

Dear Mayor Gilbert and Apex Town Council:

In accordance with the Local Government Budget and Fiscal Control Act and NC General Statute 159-11, I am pleased to present the proposed Annual Budget for Fiscal Year 2021-2022 for your consideration.

Multiple factors influence the annual budget process, including the condition of the national, state, and local economies and the needs identified in our community by elected officials, staff, advisory boards, and citizens. While our citizen survey results from this past year were overwhelmingly positive, and the Town continues to receive AAA bond ratings from Standard & Poor's and Moody's, there are opportunities for improvement, and the Town will continue to strive to provide outstanding services. Taking into account the external effects of the economy, the needs identified for our community, and feedback from the citizens' survey, the proposed budget represents a significant amount of careful consideration and study in order for the Town to meet its obligations, fulfill its goals, and remain fiscally healthy.

In preparing the Fiscal Year 2021-2022 (FY21-22) Budget, town staff followed guidance from Town Council's strategic goals to develop a proactive budget that will balance improving current town programs and services with development of new programs and projects. Town Council's strategic goals are:

High Performing Government: We will deliver exceptional, responsive, and effective services by attracting and empowering a knowledgeable and diverse workforce that values transparency, financial stewardship, and collaboration with community, regional, and state partners.

Healthy & Engaged Community: We will promote the overall well-being of our residents and visitors with welcoming public spaces and high-quality recreational facilities and cultural activities; we will forge meaningful connections that fulfill a range of our community's needs.

Environmental Leadership & Responsible Development: We will plan our built environment in a way that respects and preserves natural resources and the small-town character of our community; we will offer housing and transportation options so that anyone who chooses to live in Apex can.

Economic Vitality: We will leverage partnerships to create a supportive environment for current businesses, and form relationships that foster new and continued economic opportunities in Apex.

Safe Community & Reliable Infrastructure: We will ensure safe neighborhoods with reliable infrastructure through proactive, professional, and engaged public safety and infrastructure services.

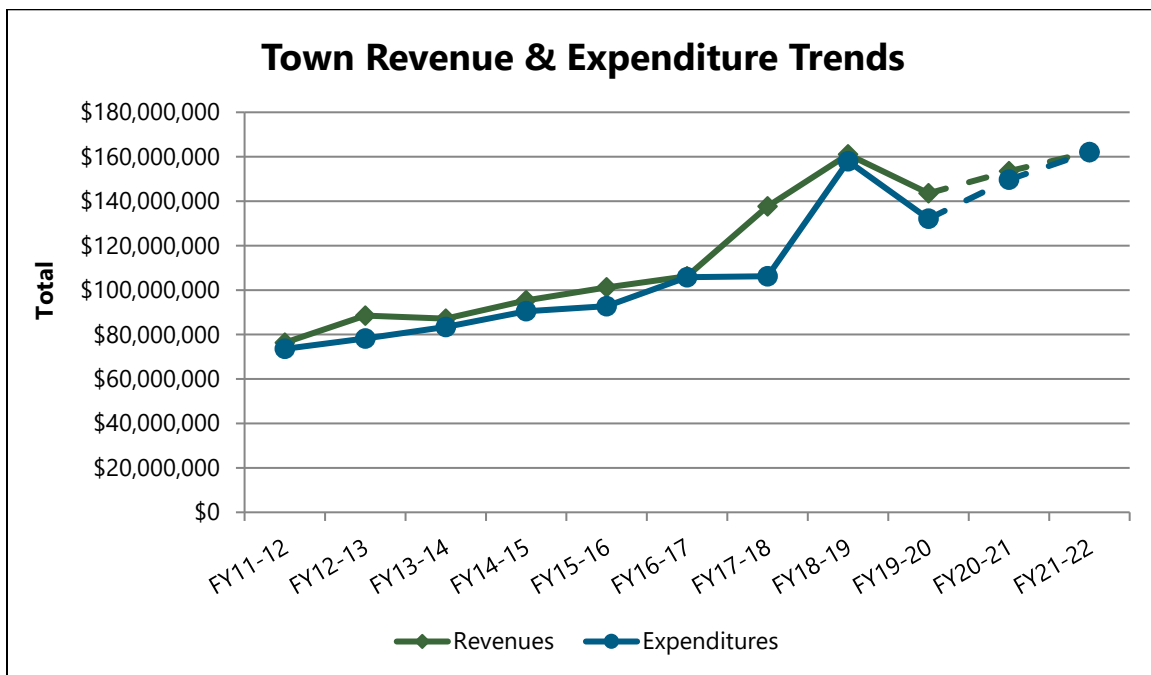


FY21-22 Budget Highlights

General Fund Expenditures	\$ 79,091,900
Electric Fund Expenditures	\$ 45,776,200
Water & Sewer Fund Expenditures	\$ 23,722,000
Non-major & Capital Fund Expenditures	<u>\$ 13,484,400</u>
Total Budget	\$162,074,500
Property Tax Rate	\$0.39 per \$100 valuation <i>Property tax rate is \$.01 more than FY20-21</i>
Electric Rates	Residential- \$15.05 base charge, \$.0993 – .1029 per kWh energy charge <i>Rates are unchanged from FY20-21</i>
Water Rates	\$5.54 base charge, \$4.19 – 6.49 per 1000 gal. consumption (tiered)
Sewer Rates	\$10.04 base charge, \$7.17 per 1000 gal. consumption <i>Water rates are unchanged and sewer rates are 1.5% higher than FY20-21</i>

Recommended Budget

The FY21-22 Recommended Budget totals \$162,074,500 for all town operations, capital improvements, and debt service requirements. This is \$3,601,725 (-2.17 percent) less than the FY20-21 Amended Budget as of April 1, 2021. Following Town Council's direction, the budget is balanced with a tax rate of \$.39, an increase of one cent from the current tax rate. The budget includes no change in electric rates, no change in water rates, a 1.5 percent increase in sewer rates, and use of \$1,549,000 in fund balance from the General Fund.

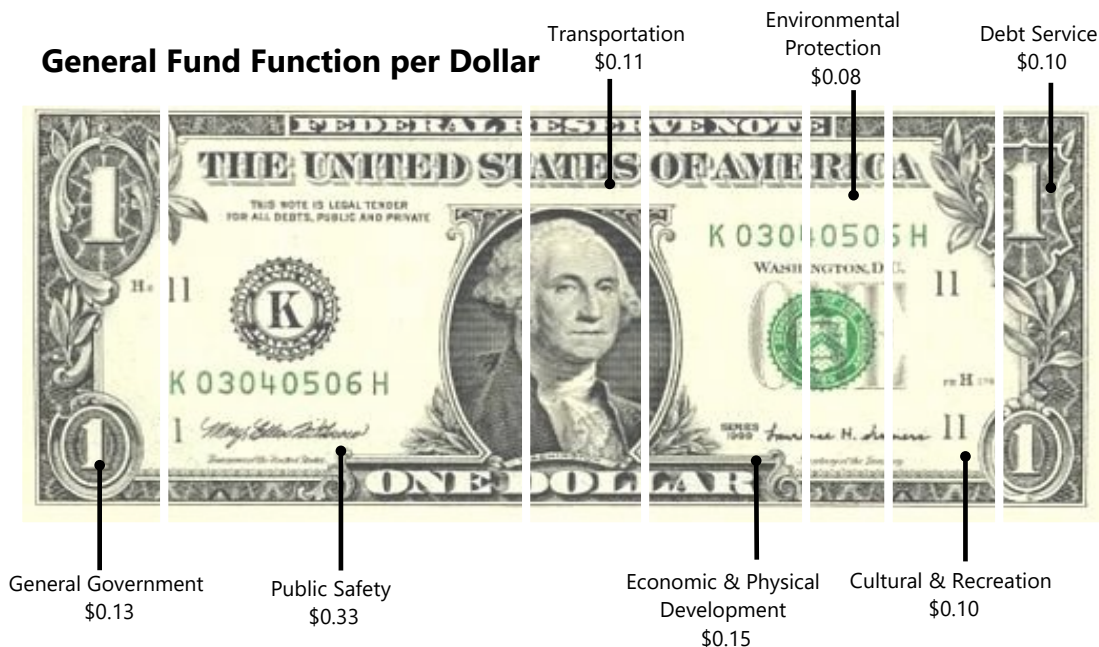


General Fund

The General Fund accounts for resources not required legally or by sound financial management to be accounted for in another fund. The General Fund includes services that cannot be operated as a business enterprise and rely on tax dollars as their primary source of revenue. The FY21-22 Recommended Budget for the General Fund totals \$79,091,900, which is 2.36 percent less than the FY20-21 Amended Budget of \$81,004,241 as of April 1, 2021.

General Fund Expenditures

Apex's population continues to grow at a rapid pace, with a five-year average of 7.62 percent. The new growth brings about increasing demands on town services. To keep pace with this demand and provide new services, the Town must provide for necessary resources in the budget. These resources include personnel, supplies, equipment, and investment in facilities and infrastructure. The Town of Apex is dedicated to sound financial management and diligently evaluates all expenditures to maintain a responsible budget and demonstrate good stewardship of public funds. The Town's 21 General Fund departments and divisions can be grouped into six primary function areas. One-third of every dollar spent in the General Fund goes toward public safety, which includes police, fire, and 911 communications.



The 2.36 percent decrease in the FY21-22 General Fund Budget is not consistent with the 10.01 percent average increase between 2016 and 2020, nor the estimated 18.78 percent increase from FY19-20 to FY20-21. The primary reason for this variance is the substantial allocation of fund balance in the FY20-21 Amended Budget, which includes \$3.29 million in purchase order carry-overs from the prior fiscal year, nearly \$2 million in developer agreement reimbursements, \$1.5 million for allocations to capital projects and purchases, and \$1.75 million for a land purchase for economic development that the Town will recoup by selling the land to a prospective industry.

Comparing the FY21-22 Budget to the estimated final expenses for FY20-21 reveals a modest increase of 3.76 percent. Debt service and operating expenditures are the primary drivers of the increase. The \$1.19 million increase in debt service is the result of the sale of \$5.0 million in transportation bonds from the 2015 referendum and the \$8.0 million in combined installment financing for Public Safety Station 6 and the new Permitting and Inspections office building. Increases in operating costs reflect new programs and projects per Town Council's strategic goals, including \$745,000 in transit



operations and studies, \$575,000 in additional commitment to the Affordable Housing Fund, \$135,000 for various sustainability initiatives, \$100,000 for the downtown stormwater study, \$75,000 for the tree planting program, and \$40,000 for various diversity initiatives. Additionally, Parks and Recreation operating costs will increase with the opening of the Apex Senior Center this summer and the first phases of Pleasant Park opening during the year.

General Fund Expenditures by Type					
Type	FY19-20 Actual	FY20-21 Budget	FY20-21 Estimate	FY21-22 Budget	Percent Change
Personnel	34,032,615	40,671,818	39,052,510	40,976,500	0.75%
Operating	15,537,370	20,547,665	17,541,869	20,225,100	-1.57%
Capital	7,131,382	12,842,258	12,690,167	9,752,400	-24.06%
Debt Service	7,467,181	6,942,500	6,942,500	8,137,900	17.22%
Total	\$64,168,548	\$81,004,241	\$76,227,047	\$79,091,900	-2.36%

General Fund Department/Division Budgets					
Department/Division	FY19-20 Actual	FY20-21 Budget	FY21-22 Budget	Percent Change	FY20-21 Variance
Town Council	296,708	213,300	422,600	98.12%	209,300
Town Clerk	-	215,500	297,600	38.10%	82,100
Administration	1,237,706	1,353,477	1,659,000	22.57%	305,523
Human Resources	1,101,602	1,743,015	1,371,700	-21.30%	(371,315)
Information Technology	1,790,621	2,857,476	2,549,900	-10.76%	(307,576)
Legal	424,362	482,442	500,000	3.64%	17,558
Economic Development	1,405,153	1,257,853	666,400	-47.02%	(591,453)
Finance	767,287	887,728	857,200	-3.44%	(30,528)
Planning	2,029,620	2,608,752	3,418,800	31.05%	810,048
Facilities	1,775,322	1,880,230	2,177,500	15.81%	297,270
Police	11,560,005	14,349,257	13,399,400	-6.62%	(949,857)
911 Communications	1,128,276	1,552,939	1,579,000	1.68%	26,061
Fire	9,429,145	11,715,248	11,204,500	-4.36%	(510,748)
Public Works-Transportation	1,124,044	1,446,478	1,451,500	0.35%	5,022
Utility Engineering-Water Resources	1,610,851	2,140,688	2,794,300	30.53%	653,612
Streets	4,522,209	6,211,662	4,853,100	-21.87%	(1,358,562)
Solid Waste	4,849,384	5,176,873	5,959,700	15.12%	782,827
Fleet	463,216	503,660	516,600	2.57%	12,940
Inspections & Permitting	2,712,537	3,138,052	3,102,100	-1.15%	(35,952)
Parks & Recreation	4,575,273	6,083,468	6,418,700	5.51%	335,232
Cultural Arts Center	575,927	750,476	846,200	12.76%	95,724
Cemetery	44,249	60,000	50,800	-15.33%	(9,200)
Special Allocations	130,669	180,500	69,000	-61.77%	(111,500)
Other Financing Uses	3,147,200	7,102,667	4,638,400	-34.69%	(2,464,267)
Debt Service	7,467,181	6,942,500	8,137,900	17.22%	1,195,400
Contingency	-	150,000	150,000	0.00%	-
Total	\$64,168,548	\$81,004,241	\$79,091,900	-2.36%	(\$1,912,341)



General Fund Capital Highlights

In order to continue providing outstanding services to the community, the Town intends to continue investing in infrastructure and other capital needs during FY21-22. During FY20-21, the Town delayed some capital projects as staff evaluated the financial impact of the COVID-19 pandemic. While some projects and purchases ultimately were able to occur during FY20-21 with revenues exceeding original estimates, others, including a fire engine replacement at Station 3, a chipper truck replacement, and various facility repairs, were delayed until FY21-22. Even with a more positive economic outlook post-pandemic, however, Town Council recognized that beginning construction on the proposed transportation projects presented a challenge while relying only on natural revenue growth. To address the challenge, Town Council chose to seek a bond referendum in November 2021 for \$42 million in transportation projects to be completed over the next decade. More information about capital projects, including project descriptions, expected funding sources, debt and operating impacts, and schedules, is located in the Capital Improvement Plan section of the budget document. Highlighted below are some of the significant capital projects included in the FY21-22 Recommended Budget. They are all related to General Fund activities and may be included in the General Fund budget or a corresponding capital project fund.

Annual Pavement Management – Street Resurfacing (\$1,871,000)

The Town is responsible for maintaining over 220 miles of municipal streets with the annual resurfacing contract providing for most of the pavement maintenance needs. Street mileage is growing annually with ongoing development. This annual program addresses deficiencies in pavement condition throughout Apex to prevent issues such as potholes, alligator cracking, and rutting in order to provide a safe and reliable transportation system. The Powell Bill program provides an annual funding allocation from the state based on public centerline miles of road accepted and maintained by the Town. Current and future resurfacing costs continue to exceed Powell Bill allocations. The proposed bond referendum includes \$5.0 million to address a backlog of pavement management projects.

Apex Peakway Southwest Connector (\$25,500,000)

This project completes a gap in the Apex Peakway by spanning South Salem Street and the CSX S-Line with a four-lane bridge to connect the existing sections of the Peakway. The existing intersection at South Salem Street will be relocated to a new four-lane loop road connector. Sidewalk will connect along the Peakway on both sides of the bridge, both sides of the new loop road, and along the north side of South Salem Street. Town Council has identified this project as one of its highest priorities but the costs and lack of outside funding have made beginning construction difficult. Funds from a 2015 bond referendum along with some Locally Administered Projects Program (LAPP) funding cover approximately \$10.50 million of project costs. The proposed bond referendum would provide the remaining \$15.0 million needed to fund the project.

Downtown Parking Expansion (\$1,200,000)

The Downtown Master Plan identifies goals to add 100 and 200 parking spaces within a three- or five-minute walk of downtown, respectively. To meet those goals and ensure adequate parking downtown, the Town is planning to add to and improve existing parking lots. Completing this project is critical to the Town moving forward with other downtown projects, including the Salem Street Streetscape and Resurfacing project.

Downtown Alley Improvements (\$500,000)

The Downtown Plan envisions creating vibrant places for people to gather by transforming the alley spaces along Commerce Street and Seaboard Street. Improving these spaces was identified as a "Top 10" priority in the plan. Truly engaging and activated spaces will require public and private investment. The Town is planning to consolidate dumpster enclosures, improve pedestrian facilities, enhance landscaping, and add decorative pavement treatments for public right-of-way.



Public Safety Station 6 (\$6,500,000)

Public Safety Station 6 will provide fire and emergency services to the White Oak Basin and Green Level areas of Apex. Development trends indicate construction of 2,100 new homes will occur in this area within the next few years. Response times from Fire Station 3 do not meet our standards due to the physical distance from the station to the area. This station will feature a new design to meet the needs of both fire and police departments. Station 6 will house a new engine and 12-14 fire personnel.

Annual Greenway Allocation (\$300,000)

This is a new, ongoing program to allow for the study, prioritization, and design of proposed greenway connections. This program is a direct response to increasing greenway request from residents and Town Council.

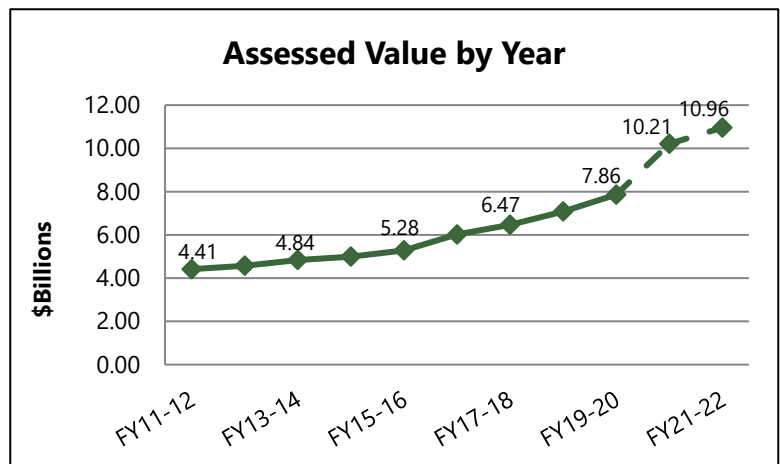
General Fund Revenues

The Town of Apex continues to experience growth in its primary revenue sources – ad valorem taxes and sales tax. This is despite the original projections from the beginning of the COVID-19 pandemic. A growing population has naturally contributed to a growing tax base that helps Apex retain a modest tax rate while providing exceptional services. The total assessed value in Apex has increased by 139.69 percent in the past ten years, including revaluations in 2016 and 2020. The FY21-22 tax base for Apex is projected to grow by \$748,525,280 (7.33 percent) to \$10,958,427,579, and each penny on the tax rate is equivalent to \$1,093,771 in revenue. Excluding property tax and sales tax revenues and use of fund balance, all other General Fund revenues collectively represent an 8.62 percent decrease from the FY20-21 Amended Budget. Overall, the FY21-22 Budget reflects a 2.36 percent decrease in revenues when compared to the FY20-21 Amended Budget. This decrease reflects a significant fund balance allocation in FY20-21 due to purchase order carry-overs from the prior fiscal year and COVID related expenses due to be offset by external emergency funding. Comparing the FY21-22 projected revenues to final estimates for the current fiscal year adjusts for the fund balance allocation and results in a more accurate picture of revenue trends with a revenue increase of 6.48 percent.

Ad Valorem Tax

Property taxes represent 54 percent of General Fund revenues. For FY21-22, the ad valorem tax base is an estimated \$10.96 billion, which will generate \$42.69 million in property tax revenue with a tax rate of **\$0.39 per \$100 valuation** at a 99.9 percent collection rate. This represents an increase in ad valorem revenue of \$3.89 million (10.01 percent). **The tax rate is \$.01 more than the FY20-21 tax rate.** In November 2017, Apex residents overwhelmingly approved \$48 million in general obligation bonds for parks and recreation facilities and amenities. In order to repay the debt service on the approved bonds, the Town will increase the tax rate by \$.045 in \$.015 increments. The FY21-22 tax rate includes the final \$.015 increment. Additionally,

Town Council intends to institute a stormwater fee within the Water and Sewer Fund as of January 1, 2022. This will convert stormwater operations to an enterprise fund and remove the associated expenses from the General Fund. Town Council asked staff to reduce the tax rate by an amount equating to half of the reduction in stormwater costs and dedicate the other half to affordable housing and community support activities. Staff estimates that the mid-year implementation of the stormwater fee will generate approximately \$1.0 million, corresponding to about a penny on the tax rate. Following Council's directive, the budget includes an additional \$500,000 dedicated to the Affordable Housing Fund and a half-cent reduction in the tax rate.



Local Option Sales Tax

Sales tax represents the Town's second largest revenue source in the General Fund at \$15.55 million (19.76 percent). The State of North Carolina collects sales tax and distributes it to the local units. Sales tax revenues are distributed on a proportional population basis in Wake County. The population growth in Apex has allowed the Town to increase its share of sales tax revenues. Sales tax revenues have increased the past several years with a strengthened economy, the natural growth in Wake County, and because of the State's expansion of sales tax to include some services. The impacts of the COVID-19 pandemic on sales tax revenues proved significantly less dire than original projections. Rather than a 20 percent reduction, as originally projected for the final quarter of FY19-20, the Town experienced only a one percent reduction in March and then was up one percent for the final quarter year-over-year. The positive trend continued into FY20-21, and the Town has experienced an average 22.2 percent year-over-year increase in sales tax each month. The FY21-22 sale tax estimates reflect this positive trend, albeit with a more modest growth rate of five percent over the current end of year projections.

Solid Waste, Recycling, & Yard Waste Fees

The Town currently contracts with a private hauler for solid waste and recycling collections. The solid waste and recycling fees offset the Town's contract cost. Solid waste fees will generate \$2,600,000 in FY21-22 and recycling fees will generate \$1,360,600. The Town conducts its own yard waste collection and covers the cost with a monthly yard waste fee. The yard waste fee will generate \$2,079,600 in FY21-22. **Solid waste and recycling fees will increase in accordance with our service contract in FY21-22.** A lack of demand for recycling materials continues to make it difficult to maintain current rates. To offset increasing recycling costs, the fee includes an additional \$1.27 beyond the standard adjustment for inflation of 2.50 percent included in the service contract.

Solid Waste, Recycling, & Yard Waste Monthly Charges		
	FY20-21	FY21-22
Yard Waste Collection	\$7.83	\$7.83
Residential Roll-Out Cart	\$8.72	\$8.94
Commercial Roll-Out Cart	\$17.88	\$18.75
Recycling (per Bin or Cart)	\$4.89	\$4.98
4-CY Dumpster Service	\$128.20	\$131.40
6-CY Dumpster Service	\$151.67	\$155.46
8-CY Dumpster Service	\$173.31	\$177.64

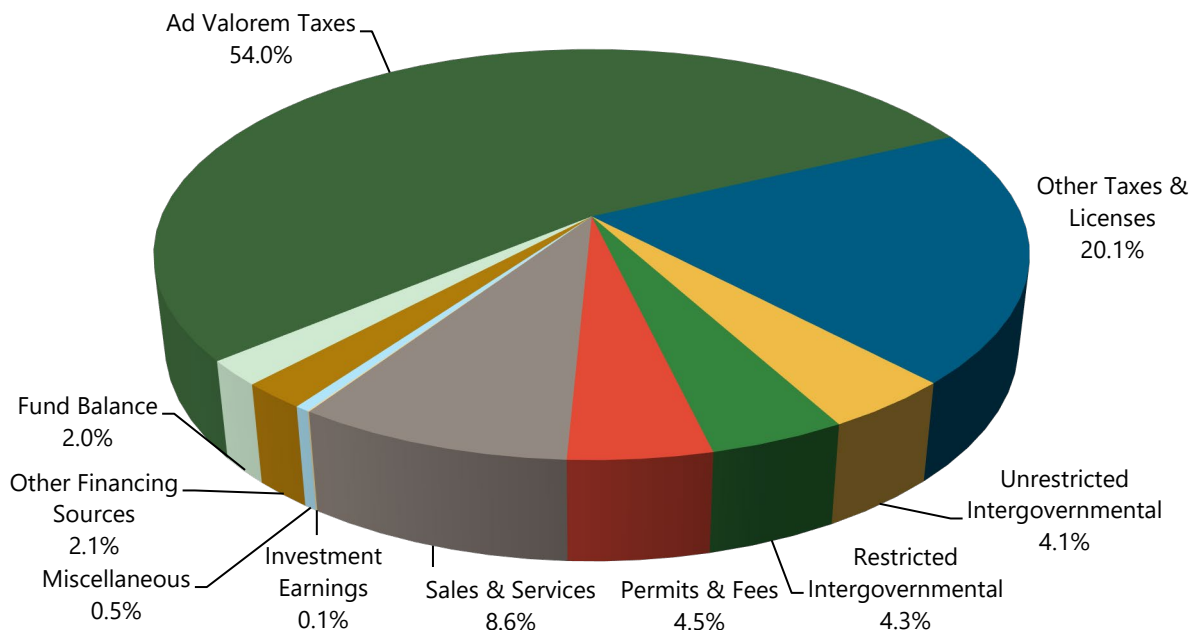
Fund Balance Appropriation

Fund balance is, simply explained, the amount of assets in excess of liabilities in a given fund. These funds enable the Town to meet financial obligations without interruptions due to cash flow, generate investment income, eliminate the need for short-term borrowing, and provide a reserve of funds to respond to emergencies or opportunities. Occasionally, the Town will use money from fund balance to cover one-time expenses such as specific capital items. The Town evaluates any decision to use fund balance carefully and often plans the use in advance to ensure adherence to the Town's fund balance policy. **The FY21-22 Recommended Budget includes a fund balance allocation of \$1,549,000**, including \$649,000 for a fire engine replacement, \$400,000 for Tunstall House Restoration, and \$500,000 for the Downtown Alley Improvement project.



General Fund Revenues by Source					
Source	FY19-20 Actual	FY20-21 Budget	FY20-21 Estimate	FY21-22 Budget	Percent Change
Ad Valorem Taxes	32,658,939	38,813,000	39,265,754	42,698,700	10.01%
Other Taxes & Licenses	12,255,508	11,854,900	15,120,313	15,882,400	33.97%
Unrestricted Intergovernmental	3,458,723	3,485,000	3,203,323	3,215,000	-7.75%
Restricted Intergovernmental	2,928,655	5,207,178	5,314,363	3,372,500	-35.23%
Permits & Fees	4,204,812	3,960,900	3,520,944	3,534,300	-10.77%
Sales & Services	5,418,897	6,423,900	5,869,326	6,809,900	6.01%
Investment Earnings	646,614	355,300	52,620	40,000	-88.74%
Miscellaneous	507,255	353,337	563,109	365,100	3.33%
Other Financing Sources	4,493,187	964,499	929,499	1,625,000	68.48%
Fund Balance	-	9,586,227	-	1,549,000	-83.84%
Total	\$66,572,590	\$81,004,241	\$73,839,251	\$79,091,900	-2.36%

General Fund Revenues by Source FY21-22



Enterprise Funds

The Town of Apex operates two major funds as enterprises – the Electric Fund and the Water and Sewer Fund. Enterprise funds provide governmental services that can operate similar to a business and are self-sustaining with user rates that generate all revenues to cover expenditures.

Electric Fund

The Electric Fund comprises all revenues and expenditures that result from the town's electric utility operations. Customer charges and fees generate enough revenue to support the fund completely. The FY21-22 Recommended Budget for the Electric Fund totals \$45,776,200, a 3.04 percent increase from the FY20-21 Amended Budget of \$44,426,529 as of April 1, 2021.



Electric Fund Expenditures

The increase in the FY21-22 Electric Fund Budget is primarily due to increases in personnel and capital costs. Personnel cost increases reflect new positions and associated benefit costs, as well as a recalibration of electric operations costs associated with personnel in other departments such as Finance and Administration. Capital costs are higher with the inclusion of \$750,000 for the first year of a three-year program to convert all streetlights to LED to meet Dark Sky guidelines, as well as the inclusion of a bucket truck that was delayed from FY20-21 due to the COVID-19 pandemic impact on revenues.

Electric Fund Expenditures by Type					
Type	FY19-20 Actual	FY20-21 Budget	FY20-21 Estimate	FY21-22 Budget	Percent Change
Personnel	4,866,704	4,888,200	4,870,384	5,668,100	15.95%
Operating	1,448,437	2,165,118	1,679,560	2,157,000	-0.37%
Sales Tax	2,766,473	2,856,500	2,920,000	3,039,000	6.39%
Purchase for Resale	27,658,546	28,861,700	27,500,000	28,558,800	-1.05%
Capital	5,851,699	4,404,711	3,661,277	5,104,500	15.89%
Debt Service	739,129	1,250,300	1,250,300	1,248,800	-0.12%
Total	43,330,989	\$44,426,529	\$41,881,521	\$45,776,200	3.04%

Electric Capital Highlights

Similar to the General Fund, the Town accounts for large capital projects associated with the electric utility system in a capital project fund. In addition to the capital projects mentioned above, the Electric Fund capital budget includes \$2.5 million for annual system expansion, \$1.0 million for smart grid meter installation, \$120,000 for water tower lighting, \$130,000 for SCADA System Fault Indicators, and \$250,000 for a line truck replacement.

Electric Fund Revenues

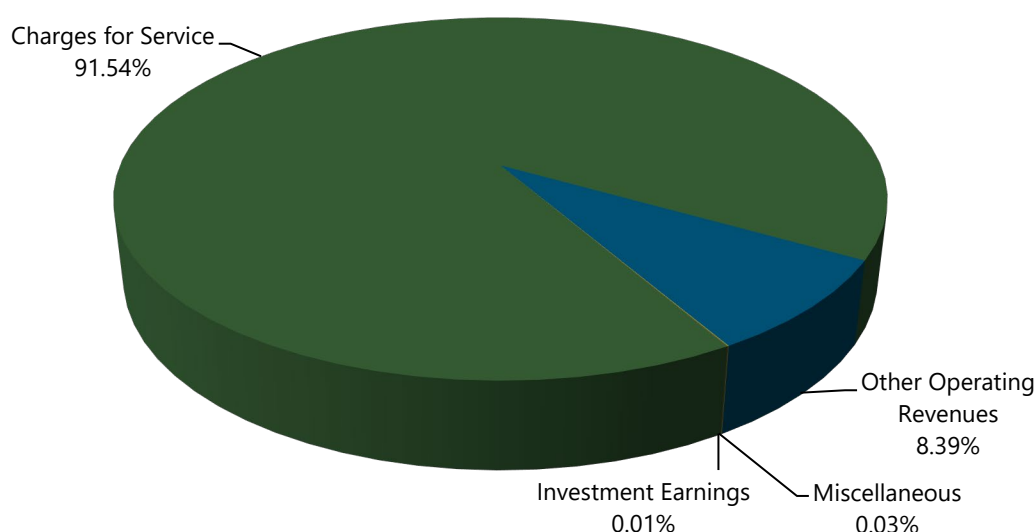
Electric Fund revenues for FY21-22 are up 3.04 percent from FY20-21. The Electric Fund generates charges for service through a base rate to cover fixed costs and an energy/demand rate to cover variable costs. The FY21-22 Recommended Budget includes \$41.91 million in revenue from charges for service with **no increases to the electric base charge or energy charge.**

Over the past two years, Apex's electric utility experienced an average of 9.55 percent customer growth. The Town has continued to experience customer growth despite the COVID-19 pandemic with a projected customer increase of 5.70 percent by the end of FY20-21. Even with the expected growth, lingering effects of the pandemic temper revenue projections for FY21-22. As households increasingly had difficulty paying utility bills, Town Council chose to suspend utility cutoffs and late payment penalties in March 2020. That suspension has continued through FY20-21 and currently has an expiration date of May 31, 2021. During the time of the cutoff and late fee suspension, past due amounts for electric bills have totaled to \$1,355,783 as of April 1, 2021. The Town cannot legally waive utility bills and is working to develop a customer assistance program and schedule payment plans for customers with past due amounts. The Town expects to recoup most of the past due amount over the next 12 to 18 months.



Electric Fund Revenues by Source					
Source	FY19-20 Actual	FY20-21 Budget	FY20-21 Estimate	FY21-22 Budget	Percent Change
Charges for Service	38,663,297	39,650,000	40,890,827	41,905,000	5.69%
Other Operating Revenues	4,028,343	4,260,900	4,190,689	3,842,200	-9.83%
Other Financing Sources	40,635	10,000	20,000	10,000	0.00%
Miscellaneous	32,685	35,000	87,592	13,000	-62.86%
Investment Earnings	87,061	75,000	8,000	6,000	-92.00%
Fund Balance	-	395,629	-	-	-100.00%
Total	42,852,021	\$44,426,529	\$45,197,108	\$45,776,200	3.04%

Electric Fund Revenues by Source FY21-22



Water & Sewer Fund

The Water and Sewer Fund comprises all revenues and expenditures that result from the town's water and sewer utility operations. Customer charges and fees generate enough revenue to support the fund completely. The FY21-22 Recommended Budget for the Water and Sewer Fund totals \$23,722,000, a 6.85 percent decrease from the FY20-21 Amended Budget of \$25,466,386 as of April 1, 2021. Beginning January 1, 2022, the Town intends to operate its stormwater activities as a self-supporting utility and it will incorporate stormwater expenses as a distinct division within the Water and Sewer Fund.

Water & Sewer Fund Expenditures

The FY21-22 Water and Sewer Fund Budget reflects a decrease in all expenditure categories except personnel and purchase for resale. Redistribution of personnel expenditures associated water and sewer operations from other departments such as Finance and Administration to the Water and Sewer Fund primarily account for the increases. During FY20-21, the Town refunded \$32 million of water and sewer debt. This refunding resulted in a lower annual debt service payment that will save the Town \$3.6 million over the next 15 years.



Water & Sewer Fund Expenditures by Type					
Type	FY19-20 Actual	FY20-21 Budget	FY20-21 Estimate	FY21-22 Budget	Percent Change
Personnel	6,096,227	6,620,700	6,212,532	7,111,000	7.41%
Operating	4,851,087	7,051,244	5,714,809	6,973,200	-1.11%
Purchase for Resale	1,972,741	2,174,800	2,170,000	2,248,000	3.37%
Capital	995,000	5,663,442	5,305,260	3,668,700	-35.22%
Debt Service	1,478,755	3,956,200	3,956,200	3,721,100	-5.94%
Total	\$15,393,811	\$25,466,386	\$23,358,801	\$23,722,000	-6.85%

The FY21-22 Recommended Budget includes \$135,000 as part of the Town's commitment to watershed protection in partnership with Cary. Personnel increases from redistribution and Public Works and Utilities facility renovations account for the increase in the Water-Sewer Administration division budget. Changes in the other Water and Sewer Fund divisions primarily result from differences in capital projects between FY20-21 and FY21-22. The Water and Sewer Fund budget includes \$1.0 million under other financing uses to offset stormwater costs that remain in the General Fund for FY21-22. This amount is equivalent to the estimated revenues from the new stormwater fee program beginning in January 2022. Beginning in FY22-23, the Stormwater Division within the Water and Sewer Budget will account for all stormwater expenditures and revenues.

Water & Sewer Fund Department/Division Budgets					
Department/Division	FY19-20 Actual	FY20-21 Budget	FY21-22 Budget	Percent Change	FY20-21 Variance
Water-Sewer Admin.	2,760,080	3,826,461	4,545,600	19.12%	731,639
Stormwater	-	-	-	-	-
Water Treatment	2,118,077	2,321,300	2,399,000	3.35%	77,700
Water Maintenance	2,195,890	4,251,003	3,649,400	-14.15%	(601,603)
Sewer Treatment	3,400,535	6,584,428	4,226,800	-35.81%	(2,357,628)
Sewer Maintenance	2,445,473	3,826,994	3,130,100	-18.54%	(709,394)
Debt Service	1,478,755	3,956,200	3,721,100	-5.94%	(235,100)
Other Financing Uses	995,000	550,000	1,900,000	245.45%	1,350,000
Special Appropriation	-	-	-	-	-
Contingency	-	150,000	150,000	0.00%	-
Total	\$15,393,811	\$25,466,386	\$23,722,000	-6.85%	(\$1,744,386)

Water & Sewer Capital Highlights

Similar to the General Fund, the Town accounts for large capital projects associated with the water and sewer utility system in a capital project fund as well as within the operating fund itself. The Water and Sewer Capital Project fund will include \$8,027,300 in FY21-22 for construction of a 1.5 million gallon elevated water tank (\$3.44 million), the Cash-Perkins Outfall project (\$2.33 million), continuation of the Western Transmission Main project (\$350,000), the water meter ERT replacement program (\$900,000), and the Cary-Apex water and sewer projects (\$1.09 million). Of this total, coverage for only \$900,000 will come from the Water and Sewer operating fund. Water and Sewer Capital Reserves will fund the remaining \$7.13 million. The Water and Sewer operating budget includes \$3,668,700 for facility renovations, barscreen replacement at the wastewater treatment plant, miscellaneous water meter installations and water main connections, and various vehicle and equipment replacements.

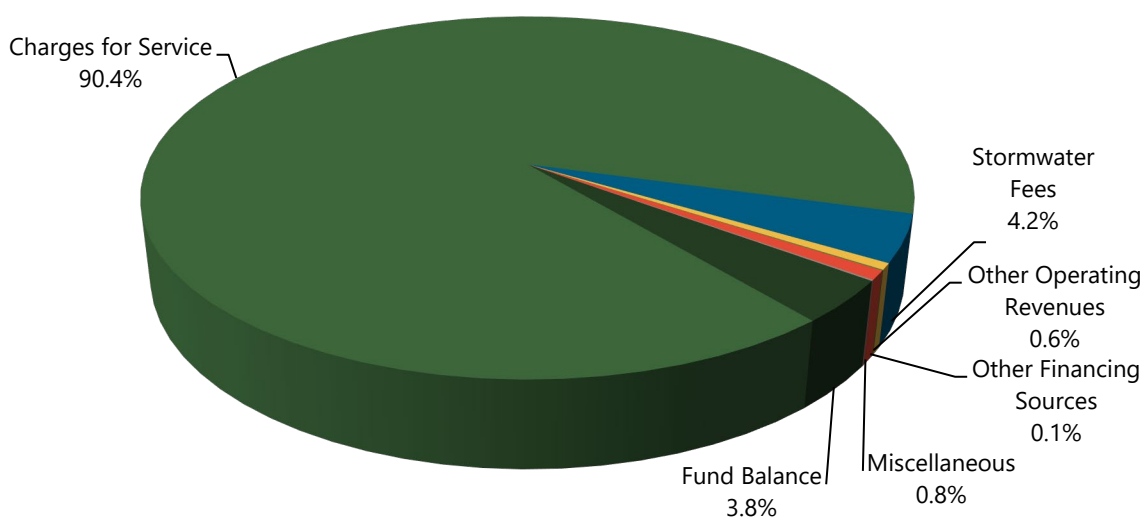


Water & Sewer Fund Revenues

Projections for Water and Sewer Fund revenues rely on many of the same variables as the Electric Fund, thus the impact of COVID-19 pandemic is similar for the two funds. The FY21-22 Recommended Budget includes \$21,452,000 in revenues from water and sewer charges, an increase of 6.09 percent. New customer growth has averaged 9.29 percent the past two years, with an estimated 7.0 percent by the end of FY20-21. The continued customer growth rate and an increase in sewer fees account for the increase in charges for service. The same suspension of utility cutoffs and late fees that Town Council instituted for the Electric Fund applied to the Water and Sewer Fund. During the time of the cutoff and late fee suspension, past due amounts for water and sewer bills have totaled to \$576,602 as of April 1, 2021.

Water & Sewer Fund Revenues by Source					
Source	FY19-20 Actual	FY20-21 Budget	FY20-21 Estimate	FY21-22 Budget	Percent Change
Charges for Service	19,529,932	20,221,400	20,680,000	21,452,000	6.09%
Stormwater Fees	-	-	-	1,000,000	-
Other Operating Revenues	166,078	180,000	135,000	135,000	-25.00%
Other Financing Sources	1,962,760	4,457,697	4,427,697	15,000	-99.66%
Miscellaneous	278,671	189,000	201,000	196,000	3.70%
Investment Earnings	349,448	175,000	30,000	24,000	-86.29%
Fund Balance	-	243,289	-	900,000	269.93%
Total	\$22,286,889	\$25,466,386	\$25,473,697	\$23,722,000	-6.85%

Water & Sewer Fund Revenues by Source FY21-22



Water & Sewer Rates

For FY21-22, the Town performed a new rate study to evaluate existing rates and rates structure. The study found that the sewer utility is generating a deficit while the water utility is generating a surplus. The consulting firm identified the rate adjustments that would be necessary to fund the delivery of these services, including system upgrades and expansion as described in the Town's Capital Improvement Plan. The study recommended annual review of water rates with no immediate change while recommending an initial increase of 1.5 percent for sewer rates. Town staff thoroughly reviews rates annually and recommends adjustments that ensure the utilities remain self-sufficient while avoiding the need for a significant increase in any one year.



The budget includes a recommendation to **keep water rates the same in FY21-22 and increase sewer rates by 1.5 percent**. The change would increase the sewer base charge from **\$9.89 to \$10.04** and volumetric rates would increase from **\$7.06 to \$7.17** per 1,000 gallons. Water and sewer rates are double for customers outside the town limits.

Water & Sewer Monthly Rates					
Water Rates	FY20-21	FY21-22	Sewer Rates	FY20-21	FY21-22
Residential Inside Base Charge	\$5.54	\$5.54	Inside Base Charge	\$9.89	\$10.04
Residential Outside Base Charge	\$11.08	\$11.08	Outside Base Charge	\$19.78	\$20.08
Commercial Inside Base Charge	\$4.19	\$4.19	Inside Volumetric	\$7.06	\$7.17
Commercial Outside Base	\$8.38	\$8.38	Outside Volumetric	\$14.12	\$14.34

It is important to note that the rate increases for sewer should have a minimal effect on the average user. For example, an average family of four or five that uses 5,000 gallons a month will see an increase of \$.68 on their monthly water and sewer bill. Additionally, when comparing Apex to other utility systems in the area, the town's rates are consistently in the lowest quartile while still providing adequate cost recovery and providing for future capital needs. It is important for the town to continue to evaluate rates annually to ensure the financial sustainability of the water and sewer utilities.

Stormwater Utility Fee

During FY20-21, Town Council asked staff to develop funding options for a self-supporting stormwater utility. At Town Council's budget retreat in February 2021, staff presented potential funding options using a tiered rate structure to address the Council's concerns about equity. The stormwater fee structure uses impervious surface area based on equivalent residential units (ERU). Preliminary analysis of Apex residential properties revealed an average ERU of 2,700 square feet of impervious surfaces such as rooftops, driveways, sidewalks, and parking lots per property. **The proposed tiered rate structure presents four tiers with a \$5.00 per month fee based on the ERU.** The table below includes the breakdown for each tier. Note that properties with less than 400 square feet would be exempt from the monthly fee due to minimal stormwater impacts.

Stormwater Rates				
Description Small	Small (400–1,500 ft ²)	Medium (1,500–3,000 ft ²)	Large (3,000–4,000 ft ²)	Extra-Large (> 4,000 ft ²)
Category Percent	15%	50%	25%	10%
Monthly Rate	\$1.50	\$5.00	\$7.50	\$10.00
Annual Amount	\$18.00	\$60.00	\$90.00	\$120.00

Staff intends to finalize analysis of all residential and non-residential properties within Apex and the proposed rate structure by September for final approval by Town Council. Upon approval, the Town will notify residents and businesses of appropriate rates to be billed beginning in January 2022. The FY21-22 Budget includes \$1.0 million in estimated stormwater revenue that will be transferred to the General Fund to reimburse a portion of stormwater expenses paid in that fund. Town Council chose to offset this amount in FY21-22 by reducing the tax rate by an amount equal to half of the stormwater revenue and committing the other corresponding half to affordable housing and community support. The FY22-23 Budget will include all stormwater operation expenses in the Water and Sewer Enterprise Fund.

Organization Review

To perform at an even higher level and ensure Apex remains "the peak of good living," the Town is continuing to develop its organization-wide strategic plan to help move toward performance management. Departments have developed their departmental missions and revised goals to ensure alignment with Town Council's mission, vision, and five strategic goals.



The budget will highlight Town Council's strategic goals throughout and a section has been dedicated to present elements from the strategic plan and selected performance indicators.

Core Values

Our Peak Principles, which represent our core values, are our foundation for how we interact with one another and the public as we serve our community.

Peak Pledge: We will perform at the highest level by empowering our peers, remaining accountable to each other and those we serve, and continuing the pursuit of knowledge.

Performance: Being stewards of public resources and trust, we will maintain a culture that values exceptional customer service through efficiency and focus on our work.

Empowerment: Knowing that good ideas come from employees at all levels across all departments and divisions, we will maintain a culture that empowers everyone to express their thoughts and provides opportunities to become part of real solutions.

Accountability: Knowing that we are entrusted to be stewards of the public's resources, we will maintain an atmosphere of openness and transparency to one another and to those we serve.

Knowledge: A workforce that pursues knowledge is one that will be better able to anticipate new challenges and respond to those presented.

Personnel

Employee Performance Evaluation and Compensation: The Town's performance evaluation and compensation system is structured around the Town's Peak Principles and the establishment of clear performance goals and objectives for each employee. Compensation under the system relies on adjustments based off the midpoint (job rate) of the employee's salary range, or actual salary, depending on which amount is higher. The FY21-22 Recommended Budget contains merit pay increases at an average of four percent. The Town awards merit pay in October following the annual employee performance reviews conducted between July 1 and August 31. Employees do not receive other pay increases during the year unless they qualify for a pay adjustment for position reclassification or receive a promotion with greater responsibility. The total estimated cost for FY21-22 is \$1.44 million across all funds. Beginning in FY20-21, the Town implemented a \$15.00 living wage as a baseline for the Town's compensation plan. Corresponding with an annual inflationary adjustment to the Town's salary range structure, the Town will adjust its living wage baseline by two percent to \$15.30 for FY21-22.

Employer Retirement Contribution: The North Carolina Local Government Retirement System has notified local governments that the Annual Contribution Rate (ACR) will increase in FY21-22. The employer contribution will increase from 10.15 to 11.39 percent for regular employees and from 10.90 to 12.04 percent for law enforcement officers. Local government employees currently contribute six percent of their salary. The Town's retirement contributions represent \$4,195,100 in FY21-22, an increase of \$500,980 (13.56 percent).

401(k) Contribution: The Town provides a five percent 401(k) contribution for all full-time employees. North Carolina General Statutes mandate 401(k) contributions for sworn law enforcement at five percent, a cost of \$320,500 in the FY21-22 Budget. Contributions for all other employees represent \$2,182,500 in FY21-22.

Health Insurance: The Town will experience a 2.82 percent increase for healthcare premiums in FY21-22. The rate increase alone accounts for \$406,000 in increased healthcare cost. The FY21-22 Recommended Budget includes \$5,457,300 for



healthcare premiums across all funds. The Town's self-funded dental plan will experience a 15.3 percent decrease in insurance premiums for FY21-22, which equates to \$13,605 in savings.

Retiree Medical Insurance: The Town offers qualifying retired employees a medical insurance benefit until they qualify for the Federal Medicare Insurance Program. The cost for the retiree insurance is classified as other post-employment benefits (OPEB). In addition to the annual retiree medical insurance cost, the FY21-22 Recommended Budget includes additional funds for an OPEB trust fund. To prevent long-term financial stress and follow sound financial practices, the Town allocates additional funds for long-term OPEB costs annually. The FY21-22 Recommended Budget includes \$350,000 for long-term OPEB expenditures - \$266,000 in General Fund, \$49,000 in the Electric Fund, and \$35,000 in the Water & Sewer Fund. The FY21-22 Budget includes a total of \$111,300 to cover pay-as-go Retiree Medical Insurance and long-term OPEB costs in all funds. As of July 1, 2020, the Town no longer offers the retiree medical insurance benefit to new employees. The purpose of eliminating this benefit is to reduce the Town's long-term liability, which currently stands at \$41 million. While the long-term liability will continue to increase some over the next few years, it will eventually begin to decrease with contributions to the trust fund and no additional participants to the program.

Police Special Separation Allowance: North Carolina General Statutes provide for special compensation to retired law enforcement officers meeting specified criteria. The statutes require the Town to compensate the officer until they reach age 62. The Special Separation Allowance budget in FY21-22 is \$150,000.

Position Reclassifications: The Town contracts with a consulting group to study approximately one third of the Town's positions each year to determine if the positions are correctly classified and if the salary ranges assigned to the positions are appropriate based on the area labor market. This year, the Town reviewed all positions in the Administration, Town Clerk, Human Resources, Information Technology, Legal, Economic Development, Finance, Planning, and Inspections departments, as well as professional and program support positions in all departments. The review consisted of 117 positions held by over 160 employees. A significant recommendation from the study is to remove Town Directors and Assistant Town Managers from specific salary grade assignments. These positions will remain on the Town's position classification plan, but salaries will be based on the prevailing job market for these executive-level positions. These positions will still be eligible for merit pay and other town-wide increases, and will have a top-out salary of 25 percent above market pay.

Additional Positions: The recommended FY21-22 General Fund budget includes 20 new full-time positions and the Electric Fund budget includes three new full-time positions. Town Council approved adding one of these positions, the housing programs manager, during the final quarter of FY20-21. The Water and Sewer Fund budget does not include any new positions. Town staff worked together to prioritize these positions from an initial request of 45 new full-time positions, including 41 in the General Fund and four in the Electric Fund. All new positions will bring the total approved full-time positions to 535 and increase personnel costs by \$1,747,100 for FY21-22. A breakdown of the recommended positions with costs is located in the Supplemental Section of the budget document.

Fund Balance

The North Carolina Local Government Commission recommends that local governments maintain a minimum unassigned fund balance of no less than eight percent of expenditures. The Town of Apex has adopted a formal fund balance policy of maintaining a fund balance for the General Fund of at least 25 percent of expenditures. The Town of Apex's estimated non-committed or non-restricted fund balance as of June 30, 2021, is \$26.53 million or 33.71 percent of FY21-22 expenditures. The recommended budget **does** include use of fund balance to cover some capital costs. The Town does not use reserves for operating costs and carefully evaluates the use of fund balance for unanticipated opportunities and capital expenses. The use of \$1,549,000 in FY21-22 will still keep the available fund balance above 25 percent.

The North Carolina Local Government Commission does not have a specific recommendation regarding how much fund balance or retained earnings a local government enterprise operation should maintain. The Town does not have a defined



goal for fund balance for either enterprise fund. The Town seeks to ensure both funds are financially stable and contain healthy reserves. The Town of Apex's estimated fund balance as of June 30, 2021 for the Water & Sewer Fund is \$22.36 million (95.71 percent). The estimated fund balance for the Electric Fund is \$13.04 million (31.14 percent of expenditures); however, most of this amount is restricted. The FY21-22 Recommended Budget **does not** include use of fund balance in the Electric Fund. The budget **does** include an allocation of \$900,000 in the Water & Sewer Fund.

In summary, the Recommended Budget is a balanced budget in accordance with state statutes, and it attempts to address the priorities set by Town Council for the 2021-2022 Fiscal Year. While it is typically difficult to fund all the requests made by departments or external agencies, the budget team did an excellent job in preparation of this budget to include as many requests as possible and ensure alignment with Town Council's strategic goals. The town has benefited from a less dire impact from the COVID-19 pandemic than originally predicted and is in a solid financial position going into FY21-22. The FY21-22 Budget is fiscally sound and addresses the top priority needs of the town. The Town's sound financial practices and conservative budgeting approach have positioned it to continue delivering high-level services for Apex citizens. This budget reflects our commitment to maintaining and improving our community and positioning Apex to be financially sound in the future.

I wish to extend my sincere appreciation to the Budget Office and Finance Department and other town team members who helped to prepare this budget.

I recommend this proposed budget for Fiscal Year 2021-2022 to the Apex Town Council.

Respectfully submitted,

Ralph Clark
Interim Town Manager



Town of Apex, North Carolina
FY 2021 – 2022 Annual Budget

New Position Recommendations

Department	Hire Date	Position	Request	Recc.	Annual Salary & Benefits	Notes
Administration	8/1/2021	Community Relations Specialist	1	1	78,795	
	8/2/2021	Development Specialist	1	1	78,795	
	7/1/2021	Program Support Specialist (LSE)	1	1	21,579	
Facility Services	7/1/2021	Grounds Maintenance Technician (LSE)	1	1	16,998	
	1/1/2022	Facility Maintenance Mechanic	1	1	42,426	
Finance	9/1/2021	Accountant (LSE)	1	1	26,974	
	9/1/2021	Assistant Customer Service Manager	1	1	67,021	
Fire	4/1/2022	Battalion Chief	3	-	-	
	10/1/2021	Community Outreach Specialist	1	-	-	
	4/1/2022	Fire Engineer	3	-	-	
	4/1/2022	Firefighter Cadet	6	-	-	
	4/1/2022	Lieutenant	3	-	-	
	10/1/2021	Systems & Performance Analyst	1	1	44,971	
Human Resources	10/4/2021	Human Resources Consultant	1	1	57,713	
Parks & Recreation	9/1/2021	Park Manager- Pleasant Park	1	1	74,227	
	12/1/2021	Park Operations Team Leader	1	1	45,279	Pleasant Park
	7/1/2021	Parks & Greenways Planning Tech	1	1	52,105	PT - 30 hours
	12/1/2021	Parks Operations Specialist	1	1	40,528	Pleasant Park
	1/1/2022	Parks Operations Worker	1	1	31,736	Pleasant Park
	1/1/2022	Recreation Customer Service Specialist	1	1	32,966	
Planning & Community Development	7/15/2021	Housing & Community Programs Specialist	1	1	28,069	(NC LEAD Fellow)
	7/1/2021	Housing Program Manager	1	1	95,919	Authorization provided in FY21
Police	7/1/2021	CAD / RMS Administrator	1	1	88,270	
	7/1/2021	Captain	1	-	-	
	7/1/2021	Digital Forensic Technician	1	1	81,333	
	7/1/2021	Evidence Clerk	1	-	-	
	7/1/2021	Lieutenant	1	-	-	
	7/1/2021	Lieutenant	1	-	-	
	7/31/2021	Police Crisis Counselor	1	1	67,814	
	7/1/2021	Support Services Manager	1	1	113,648	
Public Works & Transportation	7/1/2021	Data Operations Specialist - PLL	1	-	-	
	9/1/2021	Program Support Specialist (LSE)	1	1	16,184	
Town Clerk	7/1/2021	Administrative Assistant (LSE)	1	1	16,184	
Water Resources	10/1/2021	Environmental Specialist	1	1	70,452	
	7/1/2021	Sustainability Specialist	1	1	79,073	
General Fund Totals			46	25	1,369,058	
Electric Fund						
Electric Utility	7/30/2021	Forester	1	1	72,248	
	7/30/2021	Senior Electrical Engineer	1	1	84,877	
	7/30/2021	System Operator	1	-	-	
	1/1/2022	Electrical Program Support Tech	1	1	25,604	PT to FT
Electric Fund Totals			4	3	182,729	

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: June 8, 2021

Item Details

Presenter(s): Shawn Purvis, Assistant Town Manager

Department(s): Administration

Requested Motion

Possible motion to adopt the FY2021-2022/2024-2025 Capital Improvement Plan and associated capital project ordinances

Approval Recommended?

Yes

Item Details

The CIP is a multi-year plan for major capital expenditures such as the acquisition of land; construction or significant renovation of public facilities; construction of new transportation infrastructure; expansion or significant renovation of water, wastewater, electric, or stormwater infrastructure; capital equipment to support operations; or any combination of the above with an asset value of greater than \$100,000 and a useful life of greater than three years.

Once adopted by the Town Council, the CIP becomes a statement of town policy regarding the need, priority, timing, and funding of future capital projects. As a plan, projects and funding mechanisms are subject to change based on new or shifting service needs, special financing opportunities, emergency needs, or other directives or priorities established by the Town Council. Adoption of the CIP does not guarantee funding or project approval.

Capital Project Ordinance Amendments appropriate revenues and expenditures related to the following projects:

Attachments

- CIP
- Capital Project Ordinances



Town of Apex, North Carolina
FY 2021 – 2022 Annual Budget

Capital Project Ordinance Amendment 2021-11

Street Improvements Project Fund

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

Section 1. The revenues anticipated for the projects are:

Transfer from General Fund	\$ 1,700,000
Transfer from Transportation Reserve	\$ 595,000
Total Revenues	\$ 2,295,000

Section 2. The expenditures anticipated are:

Downtown Alley Improvements	\$ 500,000
Saunders Street Parking Lost Expansion	\$ 1,200,000
Safe Routes to School	\$ 595,000
Total Expenditures	\$ 2,295,000

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 8th day of June, 2021.

Attest:

Jacques K. Gilbert, Mayor

Donna B. Hosch, Town Clerk

Town of Apex, North Carolina
FY 2021 – 2022 Annual Budget

Capital Project Ordinance Amendment 2021-12

Water/Sewer Capital Project Fund

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

Section 1. The revenues anticipated for the projects are:

Transfer from Water/Sewer Fund	\$ 900,000
Transfer from Water Sewer Reserve	\$ 5,952,300
Transfer from Water Sewer Reserve (HB 463)	\$ 1,175,000
Total Revenues	\$ 8,027,300

Section 2. The expenditures anticipated are:

Elevated Water Storage Tank - 1.5 MG	\$ 3,443,000
Advanced Metering Infrastructure (AMI)	\$ 900,000
Cash-Perkins Outfall	\$ 2,325,000
Western Transmission Main - Phase III	\$ 350,000
Town of Cary Projects	\$ 960,300
WWRWRF	\$ 49,000
Total Expenditures	\$ 8,027,300

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 8th day of June, 2021.

Attest:

Jacques K. Gilbert, Mayor

Donna B. Hosch, Town Clerk

Town of Apex, North Carolina
FY 2021 – 2022 Annual Budget

Capital Project Ordinance Amendment 2021-13

Electric Capital Project Fund

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

Section 1. The revenues anticipated for the projects are:

Transfer from Electric Fund	\$ 1,000,000
Total Revenues	\$ 1,000,000

Section 2. The expenditures anticipated are:

Smart Grid Meters & Load Control	\$ 1,000,000
Total Expenditures	\$ 1,000,000

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 8th day of June, 2021.

Attest:

Jacques K. Gilbert, Mayor

Donna B. Hosch, Town Clerk

Town of Apex, North Carolina
FY 2021 – 2022 Annual Budget

Capital Project Ordinance Amendment 2021-14

Recreation Capital Project Fund

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

Section 1. The revenues anticipated for the projects are:

Transfer from General Fund	\$ 300,000
Total Revenues	\$ 300,000

Section 2. The expenditures anticipated are:

Annual Miscellaneous Greenway Connections	\$ 300,000
Total Expenditures	\$ 300,000

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 8th day of June, 2021.

Attest:

Jacques K. Gilbert, Mayor

Donna B. Hosch, Town Clerk

Town of Apex, North Carolina
FY 2021 – 2022 Annual Budget

Capital Project Ordinance Amendment 2021-15

General Capital Project Fund

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

Section 1. The revenues anticipated for the projects are:

Transfer from General Fund	\$ 600,000
Total Revenues	\$ 600,000

Section 2. The expenditures anticipated are:

Tunstall House Restoration	\$ 400,000
Town Hall Remodel	\$ 75,000
Town Fiber Optic Expansion	\$ 125,000
Total Expenditures	\$ 600,000

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 8th day of June, 2021.

Attest:

Jacques K. Gilbert, Mayor

Donna B. Hosch, Town Clerk

CAPITAL IMPROVEMENT PLAN

FISCAL YEAR 2022 - 2026



THE PEAK OF GOOD LIVING

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Section 1: Overview of the Capital Improvement Plan

The Capital Improvement Plan (CIP) is the planning mechanism by which the Town Council allocates limited financial resources to implement long-term goals as defined in the Town's Strategic Plan, Advance Apex: The 2045 Transportation Plan, the Downtown Master Plan, the Parks and Recreation Master Plan, and other similar planning documents. The purpose of the CIP is to forecast and match projected revenues and major capital needs over a five-year period. Capital planning is an important management tool that strengthens the linkage between community infrastructure needs and the financial capacity of the Town.

The CIP is a multi-year plan for major capital expenditures such as the acquisition of land, construction or significant renovation of public facilities (i.e. buildings/parks), construction of new transportation infrastructure (i.e. roads, sidewalks, multi-use paths), expansion or significant renovation of water, wastewater, electric, or stormwater infrastructure, capital equipment to support operations, or any combination of the above. Projects eligible for inclusion in the CIP are those with an asset value of greater than \$100,000 and a useful life of greater than three years.

When identifying new projects, staff looks to the long-term priorities and direction set by Town Council and submits formal requests through the CIP process. A formal request includes a description of the project, an explanation of how the project implements an established goal, the estimated cost of the project, and an estimate of the recurring costs associated with a completed project (i.e. additional staff, additional utilities, etc.). The formal request also includes an analysis of alternative solutions, if any, and a statement on the effect on services and/or programs if the project is not funded.

Once adopted by the Town Council, the CIP becomes a statement of town policy regarding the need, priority, timing, and funding of future capital projects. The Capital Improvement Plan is simply that – a *plan*. As such, projects and funding mechanisms are subject to change based on new or shifting service needs, special financing opportunities, emergency needs, or other directives or priorities established by the Town Council. Future needs and financial constraints may result in changes in priority over the five-year period; and because priorities can change, projects included in outward planning years are not guaranteed for funding. The CIP represents the best judgment of Town Administration and Town Council at the time the Plan is adopted. Priorities established in the CIP subsequently guide decisions made by Town Administration and the various boards and commissions appointed by Town Council.

The Town of Apex CIP achieves five major objectives as a component of the Town's budget and financial planning process:

1. Helps the Town rationally and intelligently plan for the repair, replacement, and acquisition of capital items that are necessary in providing high-quality services to the citizens of Apex.
2. Assists in fiscal planning by forecasting capital demands together with future revenues and expenditures.
3. Ensures better coordination, evaluation, and planning of projects to serve the community and its needs.
4. Serves, together with the annual budget and other financial plans, as a guide to decision-making for the Town Council, Town Manager, and staff.
5. Serves as a systematic and comprehensive analysis of capital needs, increasing the probability of making rational budgetary judgments since improvements are identified, prioritized, and matched to the projected fiscal resources of the Town.

Relationship to the Annual Operating Budget

Some CIP projects are funded through annual operating funds, such as the General Fund, Electric Fund, and the Water and Sewer Fund. In these cases, the CIP and the Annual Operating Budget are directly linked as CIP projects become authorized through the adoption of the Annual Operating Budget. Projects funded through debt financing also impact the operating budget through ongoing debt service expense. Finally, some completed CIP projects will directly impact the operating budget as they will require ongoing expenses for staff and other operating costs.

CIP Structure

The CIP is organized into seven functional categories, called “elements,” in order to group projects with similar items.

1. **Transportation Element:** funds the construction of new roadways, improvements to existing roadways, sidewalks, bicycle and pedestrian facilities, transit projects, and railroad crossing improvements. Implementation of Advance Apex: The 2045 Transportation Plan, Bike Apex, and the Downtown Master Plan and Parking Study are funded in this element.
2. **Parks, Recreation, and Cultural Resources Element:** funds the acquisition of land for new park and greenway facilities, the construction of park and recreation amenities, and major maintenance of current facilities. Implementation of the Parks and Recreation Master Plan is funded in this element.
3. **Public Safety Element:** funds the acquisition of capital equipment to support the operations of the three public safety departments in the Town (Fire, Police, and 911 Communications). Public safety facilities are considered in the public facilities element.
4. **Public Facilities Element:** funds construction and major maintenance of general government and public safety facilities and infrastructure. This element also funds improvements to communications and technology infrastructure.
5. **Public Works & Environmental Services Element:** funds projects designed to manage and mitigate the effects of stormwater runoff, manage the collection and disposal of solid waste, and maintain streets. These projects include structural improvements, Stormwater Control Measure (SCM) construction, and major maintenance of this infrastructure. They also include equipment needed to manage solid waste collection and maintain Town streets.
6. **Electric Utility Element:** funds the construction and improvement of electric distribution infrastructure. These projects include substation additions and upgrades, distribution line extensions, major maintenance of infrastructure, and the equipment necessary to maintain the system.
7. **Water and Sewer Utility Element:** funds the construction and improvement of water and sewer infrastructure. These projects include main additions and replacements, water/wastewater treatment plant renovations/expansions, filter rehabilitation, pump station additions, major maintenance of infrastructure, and the equipment necessary to maintain the system.

Capital Improvement Funding

The sources of funding used to execute the Plan are as important as the capital projects contained in the Plan. Capital Improvements for the Town of Apex are funded using a variety of sources that are broadly categorized as cash or debt financing.

Cash, or pay-as-you-go (paygo), funds come from sources such as tax revenue, development related fees (recreation, transportation, and capacity fees), program fees, State revenue, and interest earnings. Some of these sources, such as State revenue from the Powell Bill, Town recreation fees, and certain others, may only be spent to meet certain needs. Other revenue sources come with no restriction on the needs they may be used to address. Major funding sources for the CIP are described below:

General Fund: General Fund revenue, such as ad valorem taxes, sales taxes, utility taxes, and other similar revenues are used to fund Town operations and may be used to fund capital projects such as facility improvements, transportation system improvements, and other similar projects. Compared to other sources, General Fund resources are a flexible revenue source without restrictions on their use.

Enterprise Funds: Enterprise funds, such as the water/sewer fund and the electric fund, collect user fees as part of their operations, then invest a portion of that revenue into capital projects. The Town uses these funds only for corresponding

enterprise projects. For instance, the electric fund only pays for projects related to the electric system, and not for projects related to water/sewer or any General Fund related project.

Water/Sewer Capital Reimbursement Fees: These fees are charged, based upon a Town Council-approved Development Fee Schedule, to developers of land within the Town of Apex to pay for the capital facility burden created by new development. Revenue from these fees is restricted to be used for capital improvements to the water/sewer system or to fund payment of debt service for improvements to these systems.

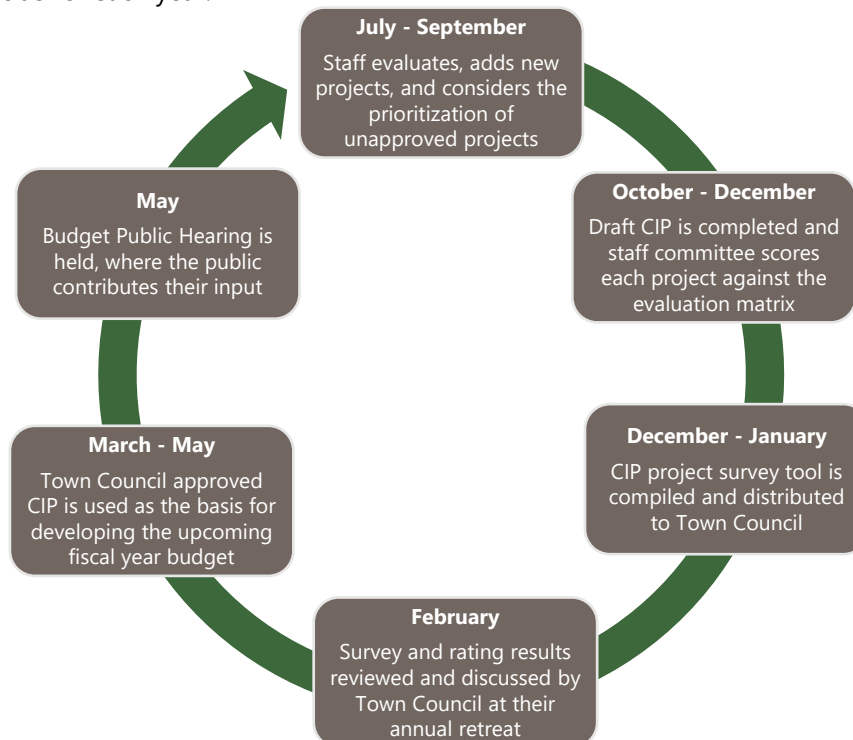
Debt Financing: For debt financing, the Town uses several types of debt mechanisms, including general obligation bonds, revenue bonds, and traditional lease-purchase or installment financing. The mechanism selected varies depending on the level of funding needed, the term of the need, and current debt market conditions. General obligation bonds are approved by voters and are backed by the Town’s taxing authority to repay the bonds. Revenue bonds pledge the revenue generated by specific enterprise (water, sewer, electric) charges.

Recreation Subdivision Fee-in-Lieu of Dedication: These fees are charged, based upon a Town Council-approved Development Fee Schedule, to developers of land within the Town of Apex and its Extraterritorial Jurisdiction (ETJ). Revenue from these fees is restricted to be used for park and recreation system expansion/improvements or to fund payment of related debt service.

Reserve from Prior Years: As capital projects are completed, any unspent budgeted amounts accumulate into capital reserves, which are available to fund future projects. Capital reserves can also build up when the Town collects revenue in excess of the amount budgeted for development fees described above.

The CIP Process

The process for developing the CIP, as illustrated below, begins shortly after the beginning of a new fiscal year (July 1) as staff considers unmet capital needs in the recently adopted budget and other emerging needs. For each project, staff in the requesting department complete a CIP project request form and compile supporting documentation. All CIP project requests are due by mid-October of each year.



Following an evaluation of current projects and needs, new projects are proposed to the 5-year plan. Using these proposals alongside pre-existing projects, a selection of senior staff representing the various departments are tasked with using an evaluation matrix to score the projects across eight categories, including public health and safety, legal mandates (as illustrated in the table to the right), economic development capacity, funding/budget impact, and other technical factors.

Legal Mandate	
* Select all that apply	Points Possible
Project mandated by State and/or	10 points
Project mandated by Town Council	7 points
Project mandated by legal settlement, contractual obligation or regulation	5 points
Project corrects a violation of Town or State code that would result in fines	2 points
Not Applicable	0 points

In preparation for the Town Council Annual Retreat in February, the Mayor and Town Council Members are provided with a survey tool to rank a selection of General Fund projects. The ranking excludes projects that are considered necessary for operations, such as replacement leaf trucks and radio replacements for public safety.

While the staff ratings focused on technical factors, the Mayor and Town Council rank the projects while keeping in mind how well they addressed each of the Town Council's five strategic goals:

High Performing Government: We will deliver exceptional, responsive, and effective services by attracting and empowering a knowledgeable and diverse workforce that values transparency, financial stewardship, and collaboration with community, regional, and state partners.

Healthy & Engaged Community: We will promote the overall well-being of our residents and visitors with welcoming public spaces and high quality recreational facilities and cultural activities, and forge meaningful connections that fulfill a range of our community's needs.

Environmental Leadership & Responsible Development: We will plan our built environment in a way that respects and preserves natural resources and the small town character of our community.

Economic Vitality: We will leverage partnerships to create a supportive environment for current businesses, and form relationships that foster new and continued economic opportunities in Apex.

Safe Community & Reliable Infrastructure: We will ensure safe neighborhoods through proactive, professional, and engaged public safety services, and maintain reliable transportation and utility infrastructure.

The ranked responses from the Mayor and Town Council members for each proposal are averaged to create a project prioritization order. This order reveals which projects the Mayor and Town Council determine are most critical to achieving the Town's strategic goals and, accordingly, have the most pressing need for immediate funding.

Using the prioritization list created with the averages of the Mayor and Town Council's rankings for each project and a measure of dispersion (standard deviation), the results are then used to assign projects into quartiles based on average ranking and agreement. This helps illustrate projects where the Town Council is in agreement on ranking (high or low) and is used as the basis for further discussion on projects that have higher than average disagreement.

1. Above Average Score, Above Average Agreement	2: Above Average Score, Below Average Agreement
Apex Peakway North Widening Chatham Street Railroad Crossing Improvements & Sidewalk Downtown Alley Improvements GPS Emergency Vehicle Preemption Jessie Drive Phase I & Phase II Production Drive Extension Repurpose Depot Parking Lot Safe Routes to School Ten Ten Road at Jessie Drive Left Turn Lane Extension Cost Share	Apex Peakway Southeast Connector Burma Drive Phase 2/Pristine Water Drive to Lufkin Road Center Street Railroad Crossing Improvements and Sidewalk Communications Backup Center Kelly Point Court Drainage Improvements Public Safety Station 6 Ragan Road Sidepath Salem Street Downtown Streetscape and Resurfacing Saunders Street Parking Lot Expansion Tingen Road Pedestrian Bridge West Williams Street Sidewalk
3: Below Average Score, Below Average Agreement	4: Below Average Score, Above Average Agreement
Environmental Education Center Lynch Street Extension Station 1 Rebuild Tunstall House Restoration	Annual Miscellaneous Greenway Connections Apex Community Park Parking Lot Expansion Apex Nature Park/Seymour Athletic Fields Parking Lot Expansion Beaver Creek Greenway Improvement Davis Drive at Salem Church Road Realignment Fire Department Administration Building Fire Station 7 Jaycee Park Expansion Police Department Addition/Renovation Town Hall Remodel

The chart above reflects the project distribution. Quartile 1, the green block, contains projects with above average rankings and general agreement. These projects are considered the highest relative priority by the Town Council. Quartile 4, the red block, represents projects with below average rankings and general agreement. Quartile 2 and 3, the yellow and orange blocks, represent the middle ground where there is more disagreement. The Town Council focuses discussion on many of these projects in the 2nd and 3rd quartiles.

Following Town Council input and approval, the CIP is used as a basis for budgeting in the coming fiscal year and in formulating financial forecasts prepared as part of the budget process. Public input is solicited through two public hearings held during the budget process. In FY 20-21, the Town also introduced an online budgeting priorities survey, detailed in the following section.

Citizen Budget Priorities Survey

This year, the Town launched its first citizen budget priorities survey, inviting Apex residents to share their input on budgetary decisions. The online survey presented citizens with two different ranking tools. First, citizens were provided the opportunity to indicate the importance they placed on the following broad budgeting categories, which staff developed according to the priorities highlighted by the Town's strategic goals and ongoing plans, such as the Downtown Plan, Affordable Housing Plan, and others. Staff presented the categories with the following brief descriptions prior to the ranking:

Recreation and Cultural Opportunities: Construction of new parks, greenways and facilities; maintenance and improvements to existing parks, greenways, and facilities; and athletic and cultural arts programming.

Transportation and Infrastructure: Construction and improvement of roadways, sidewalks, and bicycle lanes; public transit projects; and railroad crossing improvements.

Environmental Sustainability: Stormwater management; sanitation and recycling services; and initiatives to decrease the Town's carbon footprint, such as renewable energy improvements to Town facilities.

Economic Stability and Growth: Identifying and purchasing new development sites; recruiting new business and industry; and launching marketing initiatives for downtown businesses.

Housing Affordability: Programs to assist with home rehabilitation for low-income homeowners; emergency rental assistance; down-payment assistance for new homebuyers; construction of affordable housing units; and homeownership counseling.

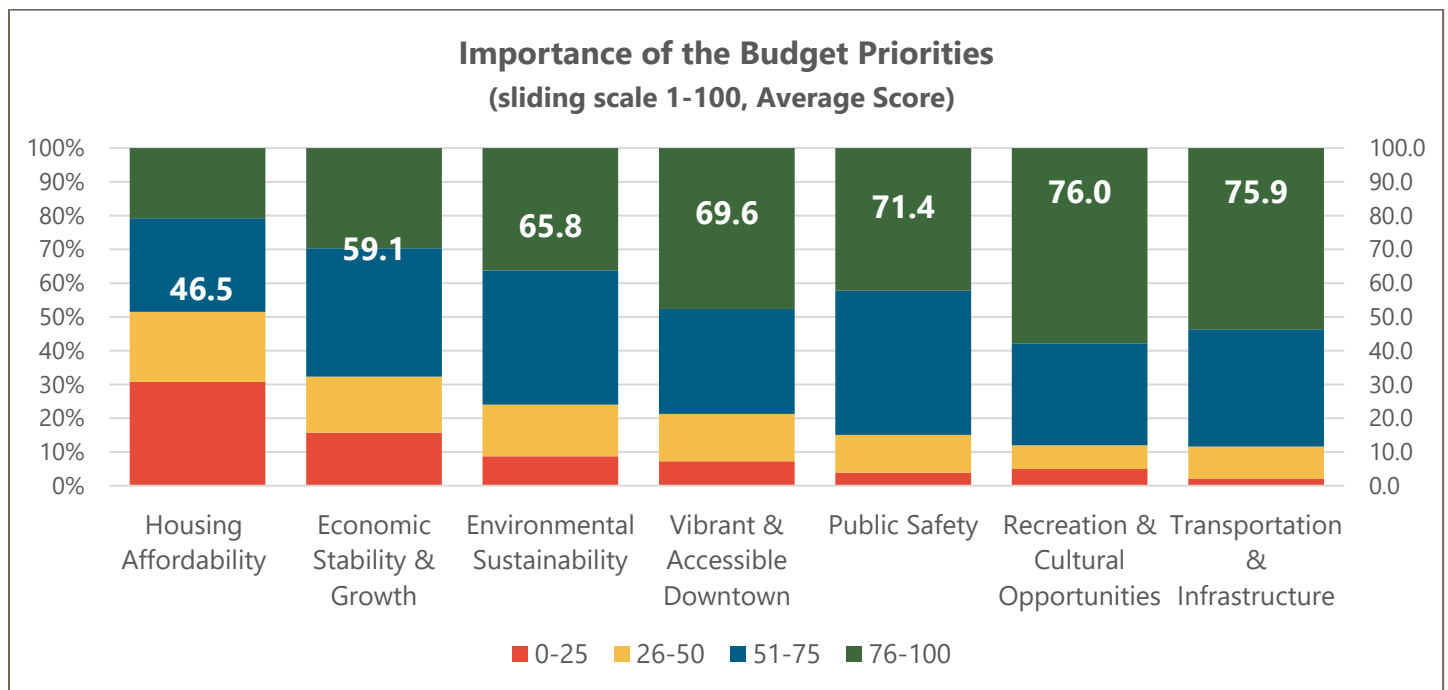
Public Safety: Resources to support the operations of the three public safety departments within the Town: Fire, Police, and Emergency Communications.

Vibrant and Accessible Downtown: Repurposing unused or underused spaces for public enjoyment; landscaping; and improving parking, sidewalks, and pedestrian crossings.

Next, residents were presented with a slider bar for each category, which represented a scale from “not at all important” to “very important.” By dragging and dropping a pin in the appropriate spot, citizens communicated how important they felt each given category was.

Then, citizens were invited to use a simple drag-and-drop tool to rank specific initiatives within each category. By moving these items into their preferred order, citizens indicated which items within the broader categories they felt were most and least important to fund. Citizens were also given the option to indicate that none of the items listed were important to them.

To analyze results, Town budget staff calculated the average score of each broad budgeting category. Citizens rated Recreation & Cultural Opportunities as being most important to them, while they indicated that Housing Affordability was least important to them.



Next, staff calculated the average rankings for the items within each budgeting category, which revealed the initiatives residents feel are most important for the Town to address in the FY 21-22 budget.

	1 (Most Votes)	2	3	4	5	6
Housing Affordability	None of these are important to me	Home rehabilitation programs for current low-income homeowners	Developer incentives for construction of affordable housing units	Construction of new affordable housing units	Emergency rental assistance & supportive services for low-income renters	Direct financial assistance for prospective low-income homebuyers
Transportation & Infrastructure	Construction of new sidewalks/side paths & improvement of pedestrian crossings	Improvements to existing roadways (e.g. road widening, traffic signal improvements)	Maintenance of existing roadways (e.g. road resurfacing, pothole repair)	Increased public transit options (e.g. GoApex bus route)	Construction of new roadways	None of these are important to me
Environmental Sustainability	Resources to support community forestry efforts	Increased renewable & alternative energy sources in Town	Stormwater runoff & collection improvements	Improved sanitation & recycling services for residents	None of these are important to me	
Economic Stability & Growth	Promotional initiatives for downtown businesses	Construction of road infrastructure to improve citizen access to new development	Marketing campaigns to attract new business & industry	None of these are important to me	Identification & purchase of new development sites	
Vibrant & Accessible Downtown	Repurposing of unused or underused downtown spaces for public enjoyment	Additional parking capacity	Aesthetic improvements (e.g. Salem St streetscape project; addition of murals, lighting, & landscaping to downtown alleyways)	None of these are important to me	Revitalization of the Tunstall House, grounds, & strollway	
Recreation & Cultural Opportunities	New park & greenway construction & completion of existing greenway connections	Maintenance & renovation of current parks, recreation facilities, & greenways	Additional/enhanced cultural arts programming	Additional/enhanced athletic programming	None of these are important to me	

The Town's goal in creating the citizen budget priorities survey was to gain input from a larger number of citizens than it typically reaches during its two annual budget hearings. With 251 usable survey responses, the Town was able to successfully gain a fuller picture of what is important to Apex citizens. This knowledge will help the Mayor and Town Council ensure Town actions are well aligned with citizen needs in the coming fiscal year.

CIP Practices

Long-Range Cost Estimates: Using the upcoming fiscal year as the base, staff will apply cost escalators to better estimate future construction costs. Staff applies the escalator to new construction and significant building rehabilitations. In some elements, such as public utilities and transportation, staff applies other escalators developed for those specific service areas.

Closing Projects: Projects are closed when the approved scope of work is complete. Staff reviews project statuses periodically to identify projects that are finished and can be closed. If the budget for a completed project is not fully expended, generally, the budget is closed and the remaining balance accumulates in the fund balance. The accumulated fund balance is available to pay for future projects.

Horizon Issues: The proposed CIP funds the Town's highly prioritized needs. Staff reviews and analyzes the business cases supporting these projects and considers them ready to move forward. In many situations, however, the Town has identified a future need, but has not yet completed a detailed analysis, considered options, or designed a specific facility. These projects include facilities, capital maintenance, and business systems that will be needed in the future, often beyond the CIP's five-year timeframe.

Planning By Fund

The following sections represent a description of the projects submitted, by element, for the five year planning timeframe under consideration. Each element begins with a brief description of what types of projects are funded and includes a tabular summary of all projects considered and the proposed revenue source to fund the projects in each year. At the end of each section, there is a summary table showing the total cost of the projects in each year and the total of each revenue source. More details regarding the cost of borrowing is provided in each summary section. The reference to "Local Revenue" in the revenue portion of the tables is indicative of the need for current year funding for some projects/purchases in each year. This could include appropriation of reserve funds from one or more of the major funds: General, Water and Sewer, and Electric.

Section 2: General Fund

A majority of projects included in the CIP are housed in the General Fund. This revenue is generated in large part by ad valorem taxes, along with sales taxes, utility taxes, and other similar revenues.

The types of capital projects that qualify for this fund include facility improvements, transportation system improvements, and other similar projects.

Compared to other sources, General Fund resources are a flexible revenue source without restrictions on their use.

The icons below signify each element within the General Fund. They are located on the top right corner of the pages that are associated with their projects.



Transportation



*Parks, Recreation, &
Cultural Resources*



Public Safety



Public Facilities



*Public Works &
Environmental
Services*



Transportation Element Projects

Projects Funded: Construction of new roadways, improvements to existing roadways, sidewalks, bicycle and pedestrian facilities, transit projects, and railroad crossing improvements.

Peak Plan 2030 Recommendation: Implementation of Advance Apex: The 2045 Transportation Plan, Bike Apex, and the Downtown Master Plan and Parking Study are funded in this element.

Transportation infrastructure, like the Peakway shown on the right, has a long lasting effect on the quality of life in Apex. It provides easier access to all areas of Town and helps ease commuter traffic congestion as residents travel to and from employment centers.



The table below shows each of the projects submitted for consideration in this year's CIP process and the estimated cost of the project in each fiscal year in the plan. Section 6 of this document contains detailed information regarding the proposed funding source for each individual project.

Transportation	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	Future Years	Total Capital Cost
Annual Miscellaneous Drainage Improvements	100,000	100,000	100,000	100,000	100,000	100,000	600,000
Annual Miscellaneous Road & Sidewalk Improvements	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000
Annual Pavement Management	1,871,000	1,950,000	2,025,000	2,100,000	2,200,000	2,200,000	12,346,000
Apex Peakway Southwest Connector	22,625,000	-	-	-	-	-	22,625,000
Downtown Alley Improvements	500,000	-	-	-	-	-	500,000
Kelly Point Court Drainage Improvements	110,000	-	-	-	-	-	110,000
Pavement Management Backlog	1,000,000	-	-	-	4,000,000	-	5,000,000
Safe Routes to School	1,595,000	660,000	200,000	500,000	5,640,000	710,000	9,305,000
Saunders Street Parking Lot Expansion	1,200,000	-	-	-	-	-	1,200,000
Ten Ten Road at Jessie Drive Left Turn Lane Extension Cost Share	200,000	-	-	-	-	-	200,000
Wayfinding Signage Fabrication & Installation	155,000	190,000	340,000	330,000	155,000	-	1,170,000
GPS Emergency Vehicle Preemption	-	260,000	160,000	160,000	160,000	-	740,000
Salem Street Downtown Streetscape & Resurfacing	-	2,500,000	-	-	-	-	2,500,000
Burma Drive Phase 2	-	-	450,000	1,000,000	3,000,000	-	4,450,000
Ragan Road Sidepath	-	-	1,000,000	-	-	-	1,000,000
Stephenson Road High School Improvements Cost Share	-	-	750,000	-	-	-	750,000
Tingen Road Pedestrian Bridge	-	-	150,000	500,000	-	3,000,000	3,650,000
Apex Peakway North Widening	-	-	-	350,000	5,000,000	-	5,350,000
Center Street Railroad Crossing Improvements & Sidewalk	-	-	-	100,000	700,000	-	800,000
Chatham Street Railroad Crossing Improvements & Sidewalk	-	-	-	150,000	1,125,000	-	1,275,000
Davis Drive at Salem Church Road Realignment	-	-	-	200,000	500,000	7,000,000	7,700,000
GoApex Transit Program	-	-	-	100,000	690,000	-	790,000
Lynch Street Extension	-	-	-	550,000	-	-	550,000
West Williams Street Sidewalk	-	-	-	200,000	650,000	-	850,000
Apex Peakway Southeast Connector	-	-	-	-	1,710,000	17,100,000	18,810,000
Jessie Drive Phase I & Phase II	-	-	-	-	7,500,000	13,500,000	21,000,000
Production Drive Extension	-	-	-	-	400,000	4,000,000	4,400,000
NC 55 Sidewalk & Enhancement Cost Share (U-2901)	-	-	-	-	-	2,000,000	2,000,000
US 64 Sidewalk & Enhancement Cost Share (U-5301)	-	-	-	-	-	2,000,000	2,000,000
Ten Ten Road/Center Street Sidewalk & Enhancement Cost Share (U-5825)	-	-	-	-	-	2,000,000	2,000,000
Element Total	\$29,556,000	\$ 5,860,000	\$ 5,375,000	\$ 6,540,000	\$33,730,000	\$ 53,810,000	\$134,271,000



Continuous Projects

Annual Miscellaneous Drainage Improvements

\$100,000

Annually

This ongoing program addresses various deficiencies throughout Apex within the municipal drainage system concerning the safe and efficient management of stormwater. The program would address complaints generated by customers for various small drainage projects and avoid or minimize risk to private property. Without funding for this program, we would have to delay and bundle small projects while seeking a funding source, in some cases for a year or longer. Delaying response could adversely impact private property.

Annual Miscellaneous Road & Sidewalk Improvements

\$200,000

Annually

This ongoing program addresses various deficiencies throughout Apex on the municipal street system with accessible ramps and crosswalks, sidewalk maintenance and completion of short gaps in sidewalks, traffic control and warning device upgrades, and other related requests to provide a safe and accessible transportation system for all users. Without this program, we delay and bundle small projects while seeking a funding source, in some cases for a year or more.

Annual Pavement Management

\$1,871,000+

Annually

The Town is responsible for maintaining 150 miles of municipal streets, with the annual resurfacing contract providing for most of the pavement maintenance needs. Street mileage is growing annually with ongoing development. A recent survey of our streets reveals that we have deferred maintenance that needs to be addressed. This ongoing program focuses on deficiencies in pavement condition throughout Apex, addressing issues such as potholes, alligator cracking, and rutting in order to provide a safe and reliable transportation system. The Powell Bill program provides an annual funding allocation from the state, based on public centerline miles of road accepted and maintained by the Town. However, current and future resurfacing costs continue to exceed Powell Bill allocations, requiring additional General Fund revenues to be allocated.

FY 2021-22

Apex Peakway Southwest Connector

\$22,625,000

Four-year Total

This project completes a gap in the Apex Peakway, bridging over South Salem Street and the CSX S-Line with a four-lane bridge to connect the existing sections of Peakway north and south over the railroad tracks. The existing intersection at South Salem Street will be relocated to a new a four-lane loop road connector. Sidewalks will be connected along Apex Peakway on both sides of the bridge, both sides of the new loop road, and along the north side of South Salem Street. The interior of the loop provides an opportunity for a public park. Metal poles and mast arm traffic signals will be installed at both ends of the loop road and at the intersection with James Street. Decorative treatments including brick facing will be used to improve the appearance of the bridge and walls. This project was previously programmed for \$5 million in construction funds. Since 2015, substantial increases in estimated cost due to expanded scope and dramatic inflation in the construction market require reprioritization subject to new funding sources. Final design and property acquisition will be complete in 2020. Without it, the Peakway will still have a gap west of NC 55, forcing traffic to use other existing routes including NC 55, Olive Chapel Road, South Salem Street, Tingen Road, and James Street while leaving the sidewalk network incomplete.

Downtown Alley Improvements

\$500,000

The Downtown Plan envisions creating vibrant places for people to gather by transforming the "leftover" spaces along Commerce Street and Seaboard Street. Improving these spaces was identified as a "Top 10" priority in the plan and would also address complaints from the public regarding Seaboard and Commerce Streets. Implementation is likely to require a public investment and private partnership. This CIP request is for the implementation elements likely to be publicly funded - consolidated dumpster enclosures, improved pedestrian facilities, landscaping, and decorative pavement treatments for



public right-of-way. It is anticipated that private funding would leverage this public investment to install murals, back porch areas, lighting, and other soft improvements to create a place for people. Moving this project forward is critical for the implementation of the Downtown Plan.

Kelly Point Court Drainage Improvements

\$110,000

This project addresses an existing drainage issue at Kelly Point Court by rerouting storm drainage to avoid stormwater inundation of the properties and the street. Providing funds for this specific location, in addition to the annual program that addresses various deficiencies throughout Apex within the municipal drainage system, assists in the safe and efficient management of stormwater. Delaying this project may adversely impact private property and emergency services access to the properties.

Pavement Management Backlog

\$5,000,000

Two-year Total

This project is designed to catch up on our backlog of streets in need of rehabilitation over a two year period. This supplements the ongoing program that manages roadway infrastructure conditions throughout Apex on the municipal street system by optimizing strategies for maintaining pavements in serviceable condition at the lowest cost, providing a safe and reliable transportation system. Without it, we would continue to lag behind on street maintenance needs, the overall condition of streets would degrade, and maintenance costs over time would increase substantially.

Safe Routes to School

\$9,305,000

Six-year Total

The project will improve and add to existing Town infrastructure related to pedestrian and bicycle traffic to/from school. This five phase project includes adding sidewalks, pedestrian facilities, and safe crosswalks in the areas surrounding Apex Elementary School, Green Level High School, Apex High School, Baucom Elementary School, and Thales Academy Elementary School. These phases were identified through an analysis of safe routes to school needs. Without the project there will continue to be gaps in the sidewalk network and other deficiencies in the transportation system that make walking and biking to school difficult.

Saunders Street Parking Lot Expansion

\$1,200,000

This project includes resurfacing the existing paved Saunders Street public parking lot and paving the currently leased gravel lot. Parking count will be maximized in the combined lot. This project assumes acquisition of property in order to pave the gravel lot. If the project is not funded, it will be more difficult to offset parking loss from the Streetscape and increase parking downtown. Further, the vision shown in the Downtown Plan, to promote accessibility and downtown growth as a focal point for the community, will not be realized.

Ten Ten Road at Jessie Drive Left Turn Lane Extension Cost Share

\$200,000

This cost share would contribute funds for extending the 100 feet northbound left turn lane on Ten Ten Road at Jessie Drive, being constructed by Horton Park, to provide 300 feet storage as required by NCDOT for the Town's plans to later upgrade Jessie Drive. Delaying response would result in a shorter storage length being constructed prior to the Town's planned project, losing the opportunity to construct this lane to its ultimate required length at one time.

Wayfinding Signage Fabrication & Installation

\$1,170,000

Five-year Total

This project includes fabrication and installation of Wayfinding signage throughout Town. Sign types include parking directional, vehicular directional, pedestrian directional, destination identification, and gateway signage. This project was identified as part of the Downtown Plan & Parking Study and is an extension of the Community Branding Study. If it is not completed, the Town will not meet the objective of the Wayfinding Signage Program to provide consistent and attractive information to help residents and visitors discover and navigate to key destinations in Town.



FY 2022-23

GPS Emergency Vehicle Preemption

\$740,000
Four-year Total

In the first year, this project includes installing GPS preempt in 10 traffic signals and outfitting all fire vehicles with GPS preempt capability. Future years include adding GPS preempt at 10 signals/year, prioritizing major corridors (including NC 55, Salem Street, Center Street/Ten Ten Road, and Apex Peakway), and various signals adjacent to those major corridors. Without this system, time-saving benefits of having preempt for multiple directions of traffic flow along major routes would not be realized. Existing infrared preempt is only available for certain directions at four signals town wide and Apex Fire Department no longer has infrared emitters.

Salem Street Downtown Streetscape & Resurfacing

\$2,500,000

This project includes resurfacing Salem Street from Hunter Street to NC 55, the addition of marked on street parking north of Center Street by shifting the road center line, and the removal of on street parking between Saunders Street and Chatham Street in order to widen sidewalk and provide planting beds, landscaping, and pedestrian amenities. If the project is not funded, the pavement will continue to degrade and the vision of Salem Street shown in the Downtown Plan, of improving the walking and driving experience to promote accessibility and downtown growth as a focal point for the community, will not be realized.

FY 2023-24

Burma Drive Phase 2

(Pristine Water Drive to Lufkin Road)

\$4,450,000
Three-year Total

This project would extend Burma Drive 350 feet further south of the Phase 1 project, construct 700 feet of minor collector street west to Pristine Water Drive, upgrade 1,300 feet of Pristine Water Drive (west and northwest) to a public street, and upgrade 1,000 feet of an existing concrete private driveway to a public street connecting Pristine Water Drive to Lufkin Road to serve existing municipal and private industrial uses, as well as add a second point of access to the Cash Corporate Center for economic development. Without this connectivity, the Town would not be able to meet the needs of prospective major employers seeking access in accordance with the Transportation Plan, and thus, it would be difficult to attract such businesses to Apex at this time.

Ragan Road Sidepath

\$1,000,000

This project includes creating a connection from the Ragan Road sidepath to the American Tobacco Trail. Currently, residents surrounding Ragan Road have been using the sidepath along Ragan Road to the terminus and then walking along Ragan Road and cutting through a private property to access the southern end of the American Tobacco Trail.

Stephenson Road High School Improvements Cost Share

\$750,000

This project will contribute funds toward street infrastructure, sidewalks, and paths as part of the construction of Stephenson Road High School (2024 anticipated opening) that would not otherwise be constructed if they are beyond the required improvements for Wake County Public School System (WCPSS). Without this project, there would not be an opportunity to accomplish the Town's Transportation Plan goals around the school during construction, leaving gaps and other deficiencies in the transportation system that make walking and biking to school difficult.

Tingen Road Pedestrian Bridge

\$3,650,000
Three-year Total

This request is for construction of a pedestrian bridge over the railroad crossing of Tingen Road. This at-grade railroad crossing will be closed as part of the Apex Peakway Southwest Connector project per the agreement with CSX. Construction of the pedestrian bridge will provide a space for members of the community to safely cross the railroad tracks on Tingen Road to access downtown Apex, multi-family residential developments, multiple churches, and Apex Elementary School. If



it is not completed, the railroad crossing will become a barrier to the pedestrian network within the Town Center. A feasibility study will determine more accurate scope and cost with public involvement.

FY 2024-25

Apex Peakway North Widening

(Center Street to Old Raleigh Road)

\$5,350,000

Two-year Total

This project widens existing Apex Peakway from a two-lane median-divided road to a four-lane median-divided road. Peak hour traffic exceeds capacity of the existing roadway so this widening will reduce queue lengths and delays. Without it, the road will continue to experience longer delays, making access difficult for commuters and emergency vehicles and causing more drivers to divert to other local routes, increasing congestion elsewhere. Until the state TIP widens Center Street/Ten Ten Road beginning in 2029 as currently programmed, this project may still not address backups at Center Street. However, this widening should be constructed prior to or during the Peakway Southeast Extension project, regardless of the state's schedule for widening Center Street.

Center Street Railroad Crossing Improvements & Sidewalk

\$800,000

Two-year Total

This project includes improvement of the road-crossing surface with the addition of concrete panels and addition of sidewalk across CSX railroad tracks, as well as four quadrant gates and associated railroad equipment upgrades. Current review of statewide prioritization shows this may score well enough to allow for 70% state funding. Without it, the sidewalk will continue to stop short of the tracks on each side, forcing pedestrians onto the roadway, and the crossing surface will continue to compromise ride comfort. An additional benefit is the potential to create a quiet zone at this crossing.

Chatham Street Railroad Crossing Improvements & Sidewalk

\$1,275,000

Two-year Total

The project includes addition of sidewalk across CSX railroad tracks, as well as 4-quad gates and associated RR equipment upgrades. Current review of statewide prioritization shows this may score well enough to allow for 70% state funding. Without it, sidewalk will continue to stop short of the tracks on each side, forcing pedestrians onto the roadway, and the quiet zone will not be able to move forward. This project also includes sidewalk along East Chatham Street from South Mason Street to the cul-de-sac. This sidewalk segment is a high-priority Safe Routes to School Project and is combined with the railroad crossing improvements for construction efficiencies and to complete pedestrian connectivity along the corridor.

Davis Drive at Salem Church Road Realignment

\$7,700,000

Four-year Total

This project would realign Davis Drive to improve the horizontal curvature as well as add turn lanes and extend Salem Church Road. The intersection would be shifted west, away from the CSX RR freight line, allowing for vehicle stacking beyond the tracks and the installation of a traffic signal and gate arms. Without this project, it is possible that Salem Church Road will eventually be converted to right in-right out, and/or safety concerns will persist for the following issues: no left turn on Davis Drive backing up traffic southbound, no space for a traffic signal or gate arms to warn of an approaching train, and limited visibility around the curve on Davis Drive.

GoApex Transit Program

\$790,000

Two-year Total

This request represents funds for improvements to GoApex Route 1 and expansion of the local public transportation services to offer a second route, GoApex Route 2. The first local transit route, GoApex Route 1, will begin operating in 2021. It is anticipated that, after several years of operating, ridership will be quantified and priority locations for shelters and other enhancements on GoApex Route 1 will be identified.



Lynch Street Extension

\$550,000

This project includes extending Lynch Street from its existing stub west of South Salem Street to intersect Apex Peakway and adds sidewalk on the north side of the street. The project would provide improved local connectivity for traffic flow south of NC 55 and pedestrian connectivity between Salem Street and Apex Peakway through the Justice Heights neighborhood. If the project is not funded, there will continue to be a gap in the transportation network between Salem Street and Apex Peakway for this local area.

West Williams Street Sidewalk

\$850,000

Two-year Total

This project would complete gaps in the sidewalk in front of Beaver Creek Commons shopping center, crossing the US 64 eastbound off ramp, connecting across the bridge over US 64, and extending to the intersection at Vision Drive. Current review of statewide prioritization shows this may score well enough to allow for 70% state funding. Signalized crosswalks would be installed at the existing traffic signals on both ends of this project. Without it, pedestrians will continue traveling along the shoulder of the road and both ends of this project will lack accessible ramps and crosswalks.

FY 2025-26

Apex Peakway Southeast Connector

(NC 55 to Center Street)

\$18,810,000

Three-year Total

The proposed project would complete the final gap in the Apex Peakway, completing a full loop around downtown Apex. The construction of Apex Peakway was identified as a high priority in Apex. It will become increasingly important given anticipated delays to NCDOT's widening of the NC 55 corridor between US 1 and Olive Chapel Road. The completed Apex Peakway loop will provide a needed alternative to the NC 55 corridor through Apex. Without completing this project, there will not be an intuitive relief valve for NC 55, nor will there be an alternative designed to handle the anticipated volume of traffic. This request is consistent with the Apex Peakway Southeast Connector Feasibility Study, completed in June 2018.

Jessie Drive Phase I & Phase II

\$21,000,000

Three-year Total

This project would connect Jessie Drive to NC 55, providing a major thoroughfare between Ten Ten Road and NC 55 south of US 1. The road would serve development of adjacent land, including industrial and commercial areas, and relieve some of the congestion along Ten Ten Road near the US 1 interchange. In the event of major closures or delays on NC 55 or Ten Ten Road, it would provide an east-west detour. Without it, adjacent development would be responsible for building sections of Jessie Drive, but it is unlikely that the entire route from NC 55 to Ten Ten Road would be completed. In the interim, development will burden existing connections, which are either already congested or offer less capacity. Phase I begins the project at an estimated cost of \$9 million. Phase II is programed for a yet-to-be determined future year, at an estimated \$12 million.

Production Drive Extension

\$4,400,000

Two-year Total

This project would extend Production Drive south for approximately 3,000 feet to the future extension of Jessie Drive. In conjunction with Jessie Drive, this would provide improved connectivity for economic development areas, including the Town's certified site, as well as an alternative route to avoid Ten Ten Road for residential development south of Jessie Drive. In the interim, development will continue to depend on existing Jessie Drive and Smith Road/Stephenson Road, as well as residential streets with no convenient alternatives to Ten Ten Road.

Horizon

NC 55 Sidewalk & Enhancement Cost Share (U-2901)

\$2,000,000

Transportation Improvement Program (TIP) project U-2901 will widen NC 55 from US 1 to Olive Chapel Road. This project will provide the enhancements the Town requests, which include pedestrian facilities (sidewalk and path), aesthetic

15



treatments at new CSX Bridge, and median enhancement and landscaping. As part of TIP U-2901, NCDOT will replace existing pedestrian facilities, but not complete gaps where there are no existing facilities without the Town sharing a portion of the costs. Similarly, NCDOT will not provide an enhanced streetscape unless the Town shares a portion of the costs.

US 64 Sidewalk & Enhancement Cost Share (U-5301)	\$2,000,000
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This project will convert the intersections of US 64 at Lake Pine Drive and US 64 at Laura Duncan Road to an interchange, and convert US 64 from Laura Duncan Road to US 1 to a superstreet. This project will provide funding for enhancements the Town requests as part of the widening project. Enhancements are likely to include protected pedestrian facilities, including sidewalk, multi-use path, and crossings. NCDOT will replace existing pedestrian facilities, but will not complete gaps where there are no existing facilities unless the Town shares a portion of the costs.

Ten Ten Road/Center Street Sidewalk & Enhancement Cost Share	\$2,000,000
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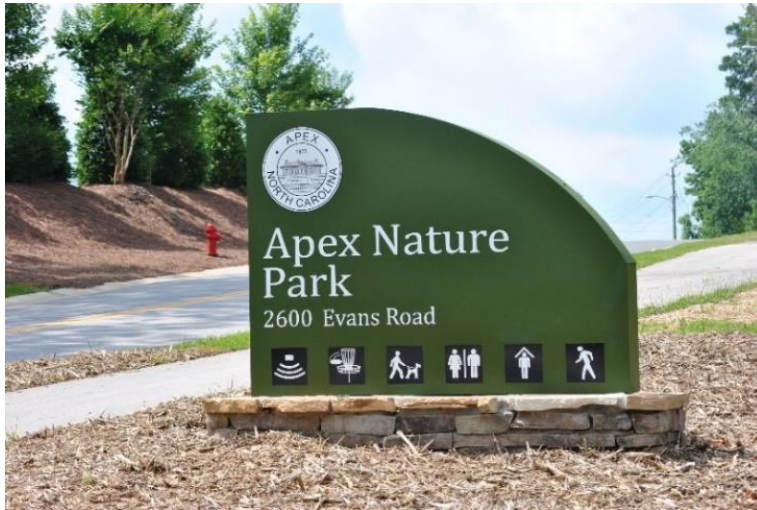
This project will provide enhancements the Town requests as part of the NCDOT widening project (Ten Ten Road from Apex Peakway to Kildaire Farm Road in the Town of Cary). Enhancements include pedestrian facilities (sidewalk and multi-use path), median treatments, and landscaping. As part of TIP U-5825, NCDOT will replace existing pedestrian facilities, but will not complete gaps where there are no existing facilities unless the Town shares a portion of the costs. Similarly, NCDOT will not provide an enhanced streetscape unless the Town shares a portion of the costs.



Parks, Recreation, & Cultural Resources Element Projects

Projects Funded: The construction of park and recreation amenities, expansion of existing parks, and major maintenance of current facilities.

Peak Plan 2030 Recommendation: That the Town “implement recommendations of the recently updated Parks, Recreation, Greenways, and Open Space Master Plan.” Projects shown in this element address needs reflected in this plan. Projects shown in this element include bicycle transportation improvements included in the Bike Apex plan.



The Apex Nature Park, which opened in early 2014, expanded our ability to serve the growing population of Apex with a variety of active and passive recreational opportunities. Our high quality park facilities, greenway network, and the programs we offer contribute greatly to the high quality of life people in Apex enjoy. This element suggests funding several other quality projects in response to our Parks Plan and the expressed needs of those we serve.

The table below shows each of the projects submitted for consideration in this year’s CIP process and the estimated cost of the project in each fiscal year of the plan. Section 6 of this document contains detailed information regarding the proposed funding source for each individual project.

Parks, Recreation, & Cultural Resources	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	Future Years	Total Capital Cost
Annual Miscellaneous Greenway Connections	300,000	300,000	300,000	300,000	300,000	300,000	1,800,000
Beaver Creek Greenway Improvement	-	337,800	-	-	-	-	337,800
Environmental Education Center	-	100,000	1,100,000	-	-	-	1,200,000
Apex Nature Park/Seymour Athletic Fields Parking Lot Expansion	-	-	-	975,000	-	-	975,000
Jaycee Park Expansion	-	-	-	100,000	1,000,000	-	1,100,000
Apex Community Park Parking Lot Expansion	-	-	-	-	665,000	-	665,000
Dredge Apex Community Park Lake	-	-	-	-	-	3,660,000	3,660,000
Northwest Wimberly Road Park Design	-	-	-	-	-	5,500,000	5,500,000
Olive Farm Park Design	-	-	-	-	-	5,500,000	5,500,000
Element Total	\$ 300,000	\$ 737,800	\$ 1,400,000	\$ 1,375,000	\$ 1,965,000	\$ 14,960,000	\$ 20,737,800



Continuous Projects

Annual Miscellaneous Greenway Connections

\$300,000

Annually

This ongoing program would allow for the study and prioritization of proposed connections of existing greenways. As requests for connections continue to increase each year, without funding for this program, we would lack the resources to properly identify the viability of the proposed connections.

FY 2022-23

Beaver Creek Greenway Improvement

\$337,800

Relocate, replace, and rebuild a section of greenway that is flooding/holding standing water on Beaver Creek Greenway.

Environmental Education Center

\$1,200,000

Two-year Total

The Nature and Environmental Education facility was part of the initial Master Plan for the Nature Park site that was part of a 2004 bond package. The intent is to utilize this facility as a headquarters for the operation of the park and to provide someone on-site to program and oversee the park. Additionally, it would be a place where environmental and nature exhibits can be seen as part of the Town's effort to educate and support environmental initiatives such as conservation and good stewardship. It is envisioned that a large portion of the potential programming for this facility would be achieved through Town initiatives and by developing collaborative relationships with area schools and universities.

FY 2023-24

Apex Nature Park/Seymour Athletic Fields Parking Lot Expansion

\$975,000

With the conversion of the Seymour Athletic Fields to synthetic turf and the current volume of use, there is a need for expanded parking to keep patrons from parking on Evans Road. This proposal would add approximately 50 parking spaces to Town-owned property on the other side of Evans Road and install an at-grade pedestrian crossing into the Nature Park.

Jaycee Park Expansion

\$1,100,000

Two-year Total

The expansion of Jaycee Park, adjacent to the Apex Peakway, adds new amenities that include an open play field, shelter, playground, and additional parking, which will serve multiple neighborhoods within walking distance of the park. This will also connect to the Beaver Creek Greenway and existing Jaycee Park amenities.

FY 2024-25

Apex Community Park Parking Lot Expansion

\$665,000

This project would reconfigure the existing parking area and add approximately 30 spaces to service greenway, shelters, fitness course, tennis courts, playgrounds, basketball courts, and special events.

Horizon

Dredge Apex Community Park Lake

\$3,660,000

This project would dredge Apex Community Park Lake, allowing boats using the lake for recreational purposes to have access to more of the lake with fewer obstructions and less restriction of movement. Dredging also improves water quality, which improves the lives of fish and fishing opportunities and assists in restoring habitats. The estimate involves removing 90,000 cubic yards of silt and disposing of it off-site.



Northwest Wimberly Road Park Design

\$5,500,000

In September of 2017, the Town purchased approximately 30 acres of land with the intention of developing a regional park in the northwest quadrant of Apex. The acquisition of property in this area was a priority outlined in the 2013 Parks, Recreation, Greenways, and Open Space Master Plan. This project would begin development of the site and amenities.

Olive Farm Park Design

\$5,500,000

The Town acquired approximately 22 acres of land for a future park in Southwest Apex in August of 2017. The acquisition of property in this area was identified as one of two priority areas in 2013 Parks, Recreation, Greenways and Open Space Master Plan. This project would begin development of the site and provide significant public parkland in a rapidly growing area of Apex.



Public Safety Element Projects

Projects Funded: Acquisition of capital equipment to support the operations of the three public safety departments in the Town. (Note: Public safety *facilities* are considered in the *public facilities* element.)

Peak Plan 2030 Recommendation: That the Town “provide adequate fire and police in all areas.” This element considers the projects necessary to maintain adequate and responsive services to our citizens.



The table below shows each of the projects submitted for consideration in this year’s CIP process and the estimated cost of the project in each fiscal year in the plan. Section 6 of this document contains detailed information regarding the proposed funding source for each individual project.

Public Safety	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	Future Years	Total Capital Cost
Fire Engine Replacement - Station 3	762,000	-	-	-	-	-	762,000
Aerial Apparatus to Replace Ladder 4	-	1,400,000	-	-	-	-	1,400,000
Engine 32 Replacement	-	-	740,000	-	-	-	740,000
Driving Simulator	-	-	-	243,000	-	-	243,000
Rescue Retrieval Van	-	-	-	-	165,000	-	165,000
Fire Pumper for Olive Farm Station	-	-	-	-	-	825,000	825,000
Element Total	\$ 762,000	\$ 1,400,000	\$ 740,000	\$ 243,000	\$ 165,000	\$ 825,000	\$ 4,135,000



FY 2021-22

Fire Engine Replacement – Station 3**\$762,000**

This is a request to replace the 2004 E-One Ladder apparatus at Station 3 with a new 75' aerial ladder apparatus. This type of fire apparatus provides the ability to operate as both an engine and an aerial ladder. The Ladder 3 apparatus will be 15 years old at the requested replacement date with over 100,000 miles and has begun to experience higher maintenance/repair costs due to age and mileage. This replacement will also support the 3 aerial apparatuses that are needed for the public protection classification. The current Ladder 3 would remain as the Town's only reserve aerial.

FY 2022-23

Aerial Apparatus to Replace Ladder 4**\$1,400,000**

This request is for an aerial platform apparatus to replace Ladder 4, which is a 2006 model. At this point, Ladder 4 will have reached its expected 15-year service life. The intent is to use this apparatus in reserve, replacing the quint reserve from Station 3, which will aid our Public Protection Classification. Not funding this request will require the department to continue to run an aerial apparatus that will have approximately 90,000 miles when this replacement is requested. Aerial apparatuses are expensive to operate and the maintenance cost associated with this truck will increase over time.

FY 2023-24

Engine 32 Replacement**\$740,000**

This will replace Engine 32, a 2011 model rescue pumper that currently has 94,000 miles. While the Town typically attempts to get 15 years out of front-line service from a pumper, this truck's dual purpose has caused it to build up mileage at a faster rate. Therefore, a replacement pumper is being requested in order to ensure that our front-line response fleet remains at a level necessary to provide the highest level of service to our community. Not funding this request will require the department to continue to operate this truck until such time as it is replaced.

FY 2024-25

Driving Simulator**\$243,000**

The Town currently has extremely limited access to a quality driving simulator. Funding this project would be beneficial to staff members in every department and directly enhance our ability to improve employee safety. A modern driving simulator is extremely realistic and can simulate nearly every piece of equipment present within a Town vehicle. Trainers can program real life scenarios for staff to encounter during the simulation and integrate a number of challenges into the course.

FY 2025-26

Rescue Retrieval Van**\$165,000**

This vehicle has a "normal" van exterior appearance and will not attract undue attention while still providing protection to occupants in critical incidents. This vehicle provides the department with the capability to rescue persons in the event of active gunfire and provide officers ballistic protection in critical incidents involving gunfire and/or explosives. The armored transit van would primarily serve in the role of hostage recovery & rescue transport. This addition will increase officer and citizen safety.

Horizon

Fire Pumper for Olive Farm Station**\$825,000**

This fire pumper will be needed for the fire station slated to be built in the area of Olive Farm Road and Humie Olive Road. This new station was proven to be needed through a third-party station distribution assessment by Envirosafe. If not funded and the station is constructed, the station will be forced to open with a reserve apparatus with well over 100,000 miles. The cost of this project includes equipment needed in order to fully outfit the truck.



Public Facilities Element Projects

Projects Funded: Construction and major maintenance of general government and public safety facilities and infrastructure, including upgrades to existing Town facilities, new public safety facilities, and additional public works facilities.

Peak Plan 2030 Recommendations: The Peak Plan recommends: 1) Provide adequate fire and police services in all areas. 2) Continue to assess public facility needs to meet demand generated by existing, as well as future, growth and development.



The Public Works Administration building, which was part of a project that included a new Purchasing and Inventory Building, storage yard, and upgrades to other facilities in the public works complex, currently houses Water Resources staff. This element suggests funding several other quality projects such as this to address current and future facility needs.

The table below shows each of the projects submitted for consideration in this year's CIP process and the estimated cost of the project in each fiscal year of the plan. Section 6 of this document contains detailed information regarding the proposed funding source for each individual project.

Public Facilities	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	Future Years	Total Capital Cost
Mechanical (HVAC/Chiller) Upgrades to Town Facilities	140,000	120,000	-	125,000	165,000	-	550,000
Eva Perry Library Improvements	443,400	110,000	-	-	-	-	553,400
Police Department Security Fencing	125,000	-	-	-	-	-	125,000
Public Safety Station 6	6,500,000	-	-	-	-	-	6,500,000
Public Works Operations Building Renovations	830,000	-	870,000	-	-	-	1,700,000
Town Fiber Optic Expansion	125,000	-	-	-	-	-	125,000
Town Hall Remodel	75,000	500,000	-	500,000	-	-	1,075,000
Tunstall House Restoration	400,000	450,000	-	-	-	-	850,000
Communications Backup Center	-	325,000	-	-	-	-	325,000
Mechanical (Boiler) Upgrades to Community Center	-	130,000	-	-	-	-	130,000
Repurpose Depot Parking Lot	-	250,000	2,000,000	-	-	-	2,250,000
Station 1 Rebuild	-	500,000	4,500,000	-	-	-	5,000,000
Vehicle Storage Shed & Brine Building	-	-	23,500	235,500	-	-	259,000
Fleet Fluid Pumps/Reclamation	-	-	-	100,000	-	-	100,000
Town Campus Parking Lot Resurfacing	-	-	-	470,000	500,000	-	970,000
Fire Department Administration Building	-	-	-	-	-	2,000,000	2,000,000
Fire Station 7	-	-	-	-	-	6,500,000	6,500,000
Land Purchase for Affordable Housing	-	-	-	-	-	500,000	500,000
Police Department Addition/Renovation	-	-	-	-	-	6,400,000	6,400,000
Element Total	\$ 8,638,400	\$ 2,385,000	\$ 7,393,500	\$ 1,430,500	\$ 665,000	\$ 15,400,000	\$ 35,912,400



FY 2021-22

Mechanical (HVAC/Chiller) Upgrades to Town Facilities

\$550,000

Four-year Total

This project includes the replacement of old inefficient R22A HVAC/chiller units to R410 in Town Facilities due to R22 refrigerant being phased out with limited to no replacements available. Where replacements can be found, it is extremely expensive and timely to replace/repair.

Eva Perry Library Improvements

\$553,400

Two-year Total

The Eva Perry Regional Library first opened in 1996 and is one of Wake County's most active libraries. It serves the Apex and southern Cary areas. A renovation is scheduled to update the building's interiors and address long-term maintenance issues with aging building systems. This project includes funding to replace the roof and HVAC mechanical components at the facility. Wake County and the Town, through the current interlocal agreement, have agreed to the replacement of capital items by the Town for the duration of the agreement.

Police Department Security Fencing

\$125,000

This project will provide increased security along the Apex Police Department compound by fully enclosing it in decorative gating with one vehicle entry point, one vehicle exit point, and one pedestrian walk-through gate. Vehicle entry/exit points will have sensor and magnetic reading capabilities for slide gate operators. Failure to obtain the needed safety gate may result in vandalism and trespassing.

Public Safety Station 6

\$6,500,000

Public Safety Station 6 (PSS6) involves the relocation of Public Safety Station 3 and will provide fire and emergency services to the White Oak Basin and Green Level areas of Apex. It is forecasted that this area will see upwards of 2,100 new homes, along with related services, within the next few years. This rapid development, coupled with the existing I-540 corridor, will continue to generate pressure on existing fire services and require an additional station in order to provide adequate service. Response from the existing Station 3 will result in long response times due to the distance that would need to be covered. This station will feature a new design to more effectively meet the needs of both fire and police departments. Station 6 will house a new engine and 12 personnel.

Public Works Operations Building Renovations

\$1,700,000

Two-year Total

Phase I of this project includes renovating the existing locker area and expand it into the adjacent space being vacated by Electrical Operations upon their move to a new facility off-campus. New, larger men's and women's locker rooms would be created, with more toilet fixtures, showers, and lockers in each space. Additionally, a single occupancy toilet and shower room would be added, as well as a larger janitorial space. In the wider and longer hallway serving these new spaces, more laundry dropoff and pick-up lockers would be made available.

Town Fiber Optic Expansion

\$125,000

The proposed fiber project will provide funding for expansion of the existing Town fiber network to greater support operational efficiencies, create redundancy, and expand the fiber optic backbone and fiber optic connections to key locations and facilities throughout the Town. The Town's current fiber network supports a variety of operational areas. This project will help fund additional fiber strands, equipment, and installation as incremental costs to other planned projects. This request includes the final two phases of this project.



Town Hall Remodel

\$1,075,000

Three-year Total

This project includes a placeholder to fund the design changes to the Town Hall facility once the Building Inspections & Permitting Department relocates to the Mason Street property. Following the recommendations of a space needs study conducted in FY19-20, the Town has identified areas it can renovate or change to improve and increase the physical capacity of the building. An important component of this project will be anticipating growth and changes for each department and considering interactions between departments.

Tunstall House Restoration

\$850,000

Two-year Total

Restoration of the existing Tunstall House would not only be a prescriptive plan to save the current structure, but also provide long term use as well as mediate deterioration to the existing structure. This project contemplates the historic restoration of the house and contributing outbuildings. The house is suffering from deferred maintenance and currently serves no purpose. In the past, the house has been looked at for public purpose, but the restoration/renovation costs have been prohibitive. The first phase would include testing for lead and asbestos and determining preventive steps to stop further deterioration until the renovation occurs in the following year.

FY 2022-23

Communications Backup Center

\$325,000

The Continuity of Operations review completed in April 2020 identified four critical issues that need to be addressed. These include: limitations of the backup Communications Center physical footprint, backup equipment and functional capabilities, aging Apex Police Department radio tower, and the limitation of technology currently in place in the event the primary center needed to evacuate. Funding the CIP project will resolve three of these four issues. This project is designed to align with the opportunity to build the equipment and footprint into the construction of PSS6. Delaying would result in and increased cost to retrofit PSS6 and limit some design flexibility currently available during the pre-construction planning stages for PSS6.

Mechanical (Boiler) Upgrades to Community Center

\$130,000

Replace the four 20 year-old boilers at the Community Center and create a hot water loop system. Currently, there are issues with keeping temperatures up during colder months throughout the year, and there is significant deterioration of heat bricks, burners, and sensors. Burners and sensors have been replaced several times, but due to the age and inefficiency of units replaced, the items burn out.

Repurpose Depot Parking Lot

\$2,250,000

Two-year Total

The conversion of the Depot parking lot to the premier space to gather downtown was identified as a "Top 10" priority project in the Downtown Plan. The details of the final design will include a durable curbless environment with a balance of sun and shaded areas, along with lighting and movable, interactive furnishings. Conceptual plans include space for the Farmer's Market, a splash pad area, an ice skating rink, and plenty of seating and space to host a variety of activities.

Station 1 Rebuild

\$5,000,000

Two-year Total

This project will raze and rebuild a three-bay fire station on half of the land on which the current Station 1 sits. The current building is not suitable for major renovation. This station will be designed to fit with the character of downtown while providing modern capabilities and operational effectiveness. It is anticipated that this station will continue to be a single company house with the addition of battalion chief quarters, since the current Station 3 will house Fire Administration. Incorporation of some type of public "museum space" featuring the Hunter fire apparatus is also planned for this location.



FY 2023-24

Vehicle Storage Shed & Brine Building

\$259,000

Two-year Total

This project is for the construction of a vehicle storage shed & brine building at the Public Works Operation Yard. The storage shed and brine building will provide shelter for vehicles and equipment not currently protected from inclement weather.

FY 2024-25

Fleet Fluid Pumps/Reclamation

\$100,000

This project includes the relocating of motor oil, hydraulic, coolant, and reclamation reservoir. Currently, the vehicle and equipment fluids are located in a small room with limited size drums, which increases the number of times vendors have to come out to refill or remove used fluids. Dumping old/used fluids is hazardous, based upon current practices, in which the mechanic hand pours/pumps old fluids into an open drum. This project will relocate to a larger area to allow larger tanks of new fluids and several reclamation tanks hooked up to pneumatic pumps that would safely and efficiently remove used fluids. On several occasions, the "oil room" where fluids are kept has experienced spills and overflow due to an increase in services provided by our fleet mechanics.

Town Campus Parking Lot Resurfacing

\$970,000

Two-year Total

This project is for the reconstruction of the Town Campus and Public Works Operations parking lots to include asphalt pavement and remarking.

Horizon

Fire Department Administration Building

\$2,000,000

As the Fire Department grows, the need for additional administrative office and conference room space is increasing exponentially. This project will renovate Station 3 to a fire administrative building that is capable of housing fire administration, logistics, training, and the fire marshal's office. This building will also contain conference space, planning rooms, and secure storage for departmental supplies.

Fire Station 7

(Olive Farm Area)

\$6,500,000

Two-year Total

Fire Station 7 (possibly #6) has been identified by a third party as being needed in order to meet the informally adopted fire department coverage standard of at least 90% of our coverage area being within a five minute travel time from all stations. This station's concept will mirror the Wimberly Road Station without the police elements.

Land Purchase for Affordable Housing

\$500,000

This project will provide funding for the purchase of land for future development of affordable housing.

Police Department Addition/Renovation

\$6,400,000

Two-year Total

With the growth of the community and police department, the Town is experiencing space limitations at the main police facility. This project includes plans to add space for operations, administrative functions, and the Communications Center. The conceptual plan adds two stories of office space above the current administrative parking lot (east side) over a secured police parking lot. The first level above that would align with the existing second story of the building and would be finished into office space for administrative functions. The second level would be unfinished shell space to allow for future growth. The existing administrative office space would be renovated to allow for a doubling in size of the existing Communications Center and the addition of related office and work space.



Public Works & Environmental Services Element Projects

Projects Funded: Projects designed to manage and mitigate the effects of stormwater runoff, manage the collection and disposal of solid waste, and maintain streets. These projects include structural improvements, SCM construction, and major maintenance of this infrastructure. They also include equipment needed to manage solid waste collection and maintain Town streets.

Peak Plan 2030 Recommendation: There are no direct recommendations in the plan regarding Public Works and Environmental Services.



Focusing on maintaining and improving the conveyance of stormwater protects property, infrastructure, and the environment. A well-managed yard waste collection program assists in this effort by keeping roadside gutters and drains clear.



The table below shows each of the projects submitted for consideration in this year's CIP process and the estimated cost of the project in each fiscal year in the plan. Section 6 of this document contains detailed information regarding the proposed funding source for each individual project.

Public Works & Environmental Services	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	Future Years	Total Capital Cost
Chipper Truck - Replacement	165,000	-	-	-	165,000	-	330,000
Leaf Truck - Replacement	212,000	-	212,000	-	212,000	212,000	848,000
Pothole Patcher/Asphalt Truck - Replacement	200,000	-	-	-	-	-	200,000
Dump Truck - Addition	-	100,000	-	-	-	-	100,000
Leaf Truck - Addition	-	212,000	-	212,000	-	-	424,000
Motor Grader - Replacement	-	250,000	-	-	-	-	250,000
Grapple Truck - Replacement	-	-	195,000	-	-	-	195,000
Street Sweeper - Replacement	-	-	275,000	-	-	-	275,000
Chipper Truck - Addition	-	-	-	165,000	-	-	165,000
Small Asphalt Paver - Addition	-	-	-	-	115,000	-	115,000
Dump Truck - Replacement	-	-	-	-	-	185,000	185,000
Element Total	\$ 577,000	\$ 562,000	\$ 682,000	\$ 377,000	\$ 492,000	\$ 397,000	\$ 3,087,000



FY 2021-22

Chipper Truck – Replacement **\$165,000**

This truck replacement is necessary to maintain our current level of service to the Town. Not adequately maintaining the fleet of the Town would mean the current level of service would have to be decreased in order to accommodate the higher population. The replacement is needed due to the aging of an existing chipper truck/chipper combo (Unit #76), which will be 13 years old at the time of replacement and have well over 109,000 miles.

Leaf Truck – Replacement **\$212,000**

This project will replace a leaf truck (Unit #53) in the Town's current fleet that will be 12 years old with over 121,000 miles at the time of replacement.

Pothole Patcher/Asphalt Truck – Replacement **\$200,000**

The purpose of the haul vehicle is to transport the asphalt mixture from the asphalt plant while maintaining proper heat of the virgin asphalt so there is no loss of material during the delivery process and the asphalt remains workable. This truck will be used on 95% of the asphalt patches throughout town. If not funded, the older, more unreliable truck (Unit #20) will continue to be used resulting in less efficiencies and loss of materials. The vehicle will be 14 years old at time of replacement.

FY 2022-23

Dump Truck – Addition **\$100,000**

There are currently four dump trucks available to public works. The oldest is a 1996 single axle dump truck and the newest is a 2006 two-ton dump truck. This project will add an additional dump truck to the fleet to account for the future growth and additional responsibilities of the department.

Leaf Truck – Addition **\$212,000**

The addition of another leaf truck will be necessary to meet the expanding service area resulting from residential growth. An additional employee will be necessary to operate the equipment to continue to provide weekly service.

Motor Grader – Replacement **\$250,000**

This project will replace a grader (Unit #5506) that is over 53 years old with over 120,000 miles. A motor grader is necessary to spread materials, maintain ditches, and maintain gravel roads and parking lots. This vehicle will also be utilized for snow and ice control operations.

FY 2023-24

Grapple Truck – Replacement **\$195,000**

There are currently two grapple trucks in the fleet to support the Town's yard waste program by providing large limb and tree stump removal service. Only one of the grapple trucks is used on a daily basis with a second truck serving as a backup. This second truck is also used to support the bulk item pickup program; collecting oversized items that cannot be lifted by hand. This project will replace a truck (Unit #210) that will be over 9 years old with over 94,000 miles.

Leaf Truck – Replacement **\$212,000**

This project will replace a leaf truck (Unit #212) in the Town's current fleet that will be 8 years old with over 75,000 miles at the time of replacement.



Street Sweeper – Replacement

\$275,000

This project will replace a street sweeper (Unit #96) that will be over 22 years old at the time of replacement. There is currently one street sweeper in the street department fleet used to clean streets for special events. This truck will be used to clean Town streets after spills, provide routine maintenance, and clean up after parades and festivals.

FY 2024-25

Chipper Truck – Addition

\$165,000

This project will be an addition of a Chipper Truck, which will be a required addition to the future growth of the department and additional responsibilities of the department. The department will not be able to maintain production due to lack of equipment within the Town.

Leaf Truck – Addition

\$212,000

The addition of another leaf truck will be necessary to meet the expanding service area resulting from residential growth. An additional employee will be necessary to operate the equipment to continue to provide weekly service.

FY 2025-26

Chipper Truck – Replacement

\$165,000

This truck replacement is necessary to maintain our current level of service to the Town. Not adequately maintaining the fleet of the Town would mean the current level of service would have to be decreased in order to accommodate the higher population. The replacement is needed due to the aging of an existing chipper truck/chipper combo (Unit #225), which will be 10 years old at the time of replacement.

Small Asphalt Paver

\$115,000

This paver is to expand our capabilities to pave when utility cuts might occur or for greenway trail repairs. Funding this Paver would prevent the Town from having to contract out these small projects at a higher cost.

Leaf Truck – Replacement

\$212,000

This project will replace a leaf truck (Unit #108) in the Town's current fleet that will be 8 years old at the time of replacement.

Horizon

Dump Truck – Replacement

\$185,000

This project will replace a dump truck (Unit #62) in the Town's fleet that will be 18 years old at time of replacement.

Leaf Truck – Replacement

\$212,000

This project will replace a leaf truck (Unit #121) in the Town's current fleet that will be 8 years old at time of replacement.



General Fund Summary

The table below shows the total of the capital needs in each of the CIP elements supported by the General Fund and the revenue sources proposed to support these needs. The grant and fee revenues are explained in the applicable sections above. Local revenue is indicative of the need for current year revenue supported funding for some projects/purchases in each year. Section 6 of this document contains detailed information regarding the proposed funding source for each individual project.

The level of capital need reflected in this document necessitates the issuance of additional debt to meet these needs. In the table below, new debt service is shown as a total amount proposed in each fiscal year. Installment purchase is used primarily for debt issues that are shorter in term and/or for relatively small projects. Bond debt is issued for longer term, high cost projects. Some bond issues cover multiple projects. For the purpose of the estimates shown, we have used an interest rate of 4 percent for installment and bond debt issues. While bond debt will carry a lower interest rate, we opted to keep this illustration simpler by using a common interest rate.

For items such as fire apparatus purchases, replacement vehicles and minor renovations, we use “pay go” financing to avoid interest costs and use accumulated fund balance for these one-time purchases. For all other issues in the General Fund, we use a twenty-year term for the purpose of this illustration. Increasing the length of the term for these issues would result in a lower annual payment, but a higher over-all interest cost over the life of the borrowing.

General Fund Element Total	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	Future Years	Total Capital Cost
Transportation	29,556,000	5,860,000	5,375,000	6,540,000	33,730,000	53,810,000	134,871,000
Parks, Recreation, & Cultural Resources	300,000	737,800	1,400,000	1,375,000	1,965,000	14,960,000	20,737,800
Public Safety	762,000	1,400,000	740,000	243,000	165,000	825,000	4,135,000
Public Facilities	8,638,400	2,385,000	7,393,500	1,430,500	665,000	15,400,000	35,912,400
Public Works & Environmental Services	577,000	562,000	682,000	377,000	492,000	397,000	3,087,000
	\$39,833,400	\$10,944,800	\$15,590,500	\$9,965,500	\$37,017,000	\$ 85,392,000	\$ 198,743,200
Revenues	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	Future Years	Total
General Fund / Capital Outlay	6,099,800	7,894,200	8,489,300	6,513,100	9,422,800	3,722,000	42,141,200
Designated Capital Funds	1,620,000	1,520,000	1,040,000	1,060,000	1,080,000	-	6,320,000
General Obligation Bonds	24,000,000	-	-	800,000	24,200,000	-	49,000,000
Installment Purchase / Capital Lease	6,500,000	-	4,500,000	-	-	27,860,000	38,860,000
Intergovernmental Funds	1,613,600	1,530,600	1,561,200	1,592,400	1,624,200	-	7,922,000
Grants	-	-	-	-	690,000	-	690,000
To Be Determined	-	-	-	-	-	53,810,000	53,810,000
	\$39,833,400	\$10,944,800	\$15,590,500	\$9,965,500	\$37,017,000	\$ 85,392,000	\$ 198,743,200

After capital assets are acquired or constructed, most will entail ongoing expenses for routine operation, repair, and maintenance. These operations, repair, and maintenance costs are accounted for annually in each year’s operating budget.

Transportation Element: New road and parking lot construction will necessitate future maintenance work including pothole repair, crack sealing, road marking repair, and resurfacing. Downtown improvements, such as the downtown alley improvements and Salem Street Streetscape, will involve future costs such as landscaping, electrical work, and repainting. Sidewalk construction in the Safe Routes to School project will involve regular pavement repair, repainting crosswalk markings, and performing maintenance work on crosswalk signals. Lastly, the GoApex Transit Program will involve future costs including wages for operating personnel and routine vehicle maintenance and repair work.

Parks, Recreation, & Cultural Arts Element: New greenway connections will necessitate future maintenance work including brush clearing, sign and bench replacement, and trail reconstruction. Once constructed and operational, the Environmental Education Center will necessitate ongoing costs such as staff wages, educational materials, and regular cleaning and building maintenance. Parking lot



expansions will involve future costs including sweeping and asphalt treatment. New park construction will necessitate regular annual costs such as landscaping, irrigation system maintenance, restroom and public facility cleaning, and wages for park maintenance and programming staff.

Public Safety Element: The replacement aerial apparatus, replacement fire engines, and new rescue retrieval van will incur regular costs such as the purchase of fuel, wages for operating personnel, and repair and maintenance. Once acquired, the driving simulator will necessitate annual repair and maintenance costs

Public Facilities Element: New public safety and fire stations will incur future costs including staff wages, building cleaning and maintenance, and utility services. After renovations are complete, the Eva Perry Library will incur costs for routine maintenance and repairs of its new roof and HVAC unit. The repurposing of the downtown Depot parking lot will involve regular costs including street sweeping, landscaping, furniture and lighting replacement, and programming. HVAC, chiller, and boiler upgrades to Town administrative buildings will necessitate routine maintenance and repair costs as their useful lives progress.

Public Works & Environmental Element new and replacement vehicles and equipment such as chipper trucks, leaf trucks, dump trucks, and asphalt pavers will incur regular maintenance and repair costs over the course of their useful lives.

Section 3: CIP Financial Impact Analysis on General Fund

A key element of the CIP is the financial impact analysis that discusses the effects of capital spending on the town's operation costs, debt capacity, and other important debt ratios. It is important to understand how capital spending affects these indicators because the Local Government Commission (LGC) and bond rating agencies use them to evaluate the town's financial condition and to issue ratings. Apex currently has a bond rating of AAA with Standard & Poor's Corporation and Aaa with Moody's Investors Service. These ratings represent strong financial standing and are the highest possible ratings attainable.

Projections and Estimates

Proper financial planning requires projections and estimates for expenditures, revenues, and other financial indicators. Expenditure and revenue estimates require forecasts for changes in population, assessed property value, and other factors such as changes in the economy. The CIP projections represent a six percent growth factor for operations expenditures throughout the five-year scope. The town has been the beneficiary of sustained growth in property values with a three-year rolling average of 7.33 percent not including revaluation years. Wake County will perform a revaluation in 2024 that will affect the assessed value and revenue neutral tax rate for Apex. The CIP includes an adjustment in FY24-25 for a potential revenue neutral rate in response to the revaluation. Apart from gains in property tax revenues and sales tax revenues, estimates indicate growth in other revenues collectively is mostly flat or nominal. The CIP includes a revenue growth rate of five percent for FY22-23 and FY23-24 and a rate of 4.5 percent for the final two years of the plan. For projects subject to financing in FY21-22, interest rates between 3.5 and 4.0 percent are accurate based on other recent financing by the Town. For future years, a half percent has been added to the interest rate per year beginning in FY22-23. That rate may vary depending on the size of the project and length of term. Financing recommendations in this CIP include use of general obligation bonds and installment financing in the General Fund and revenue bonds in enterprise funds.

Debt Ratios

The large costs associated with capital projects may require financing, which results in debt obligation for the Town. The LGC and bond rating agencies assess the Town's ability to incur and repay debt through various debt capacity ratios and indicators. In the General Fund, the Town evaluates net debt as a percentage of total assessed value of taxable property, the aggregate ten-year principal payout ratio, and the ratio of debt service expenditures as a percent of total fund expenditures.

Net debt per assessed valuation is an important indicator because it takes into account the Town's largest revenue source and greatest means for repaying debt. This is a measure of debt capacity as well as debt burden. This ratio divides the Town's net debt by its total assessed value, where net debt is defined as all tax-supported debt. Town policy states that its net debt per assessed valuation should not exceed 2.5 percent. Apex's expected debt-to-assessed valuation ratio for FY21-22 is .90 percent. The ratio for FY21-22 represents the expected high point within the proposed CIP. Even with upcoming projects that will require additional debt financing, the growth in assessed value will outpace that modest increase in net debt, resulting in a lower ratio. The .90 percent is well below the Town's maximum and the legal limit set forth by N.C.G.S. 159-55, which limits net debt to eight percent or less of a local government's total property valuation. Apex's legal debt limit, based on the July 1, 2020 audited valuation is \$630,808,983. The CIP includes a maximum debt obligation of \$105,824,674 in FY25-26.

The 10-year payout ratio measures the amount of principal being retired in the next 10 years. As an indicator, it determines if debt is back-loaded, which can cause concern for long-term financial stability. Apex has a policy that establishes a minimum 10-year payout ratio of 55 percent. The CIP includes issuance of previously authorized bonds as well new bond debt and installment purchase financing. The new debt brings the payout ratio down to 68.27 percent in FY21-22. The lowest ratio of 66.52 in FY25-26 remains above the Town's minimum.



Debt service as a percentage of total expenditures measures annual debt service payments of non-self-supporting projects as a portion of the Town's General Fund expenditures. Debt service payments can become a large portion of a town's budget and should be monitored to ensure acceptable levels. Too much debt service may indicate excessive debt and fiscal strain. Bond rating agencies consider a net debt service percentage between 15 and 20 percent to be high. A ratio below five (5) percent indicates capacity for significant new debt. The Town's policy is to maintain a net debt service ratio of less than 12 percent. For FY21-22, the General Fund debt service ratio is 9.54 percent and reaches a high of 11.63 percent in FY22-23. Without significant changes to the CIP, the debt service ratio will remain below 12 percent for the length of the current CIP. Keeping this ratio below 12 percent provides the town with opportunities to finance more projects.

Pay-as-go financing can help keep key debt ratios in acceptable range by eliminating new debt obligations and annual debt service payments. The proposed CIP indicates differences from year to year in pay-as-go financing over the five-year period. This is due to the significant costs associated with some larger projects such as roads or a new fire station. If debt ratios begin to approach unacceptable ranges, delaying projects or using pay-as-go financing should be considered to keep the Town in good financial standing and reduce fiscal strain.

Other factors bond rating agencies consider when assessing a town's financial condition may include the community's wealth, tax base, sources of revenues, and the overall economy.

Summary of CIP Impact on General Fund Debt Ratios and Fiscal Indicators

Debt Obligations	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26
GO Bond Debt	\$61,660,000	\$82,455,000	\$79,250,000	\$75,535,000	\$71,420,000	\$90,695,000
Installment Purchase & Lease Debt	\$10,941,724	\$16,223,931	\$15,015,138	\$18,097,738	\$16,681,512	\$15,129,674
Total Net Debt Obligations	\$72,601,724	\$98,678,931	\$94,265,138	\$93,632,738	\$88,101,512	\$105,824,674
Debt Service						
GO Bond Principal	\$3,205,000	\$3,715,000	\$4,915,000	\$4,925,000	\$4,925,000	\$4,720,000
GO Bond Interest	\$2,202,403	\$2,243,257	\$3,126,007	\$2,919,357	\$2,712,057	\$2,504,456
<i>Total GO Bond Debt Service</i>	<i>\$5,407,403</i>	<i>\$5,958,257</i>	<i>\$8,041,007</i>	<i>\$7,844,357</i>	<i>\$7,637,057</i>	<i>\$7,224,456</i>
IP & Lease Principal	\$1,217,793	\$1,208,793	\$1,417,400	\$1,416,225	\$1,551,839	\$1,559,275
IP & Lease Interest	\$317,240	\$230,014	\$460,977	\$427,206	\$615,208	\$574,160
<i>Total IP Debt Service</i>	<i>\$1,535,033</i>	<i>\$1,438,807</i>	<i>\$1,878,377</i>	<i>\$1,843,431</i>	<i>\$2,167,047</i>	<i>\$2,133,435</i>
Total GF Debt Service	\$6,942,436	\$7,397,064	\$9,919,383	\$9,687,787	\$9,804,103	\$9,357,891

General Fund Debt Ratios & Fiscal Indicators	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26
Fund Balance	\$25,035,475	\$23,486,475	\$19,095,409	\$16,309,174	\$15,116,714	\$12,242,979
Fund Balance Percentage	30.91%	29.70%	21.91%	17.77%	15.63%	11.61%
Impact on Capital Designated Funds	\$0	\$1,820,000	\$1,520,000	\$1,040,000	\$1,060,000	\$1,080,000
Impact on Operating Budget	\$0	(\$12,000)	\$1,348,200	\$1,027,700	\$1,457,131	\$1,522,100
Revenue per Capita	\$1,233	\$1,119	\$1,112	\$1,087	\$1,092	\$1,082
% Property Tax Revenue	47.91%	53.98%	56.56%	58.81%	59.43%	60.97%
10-year Principal Payout (>55%)	0.00%	68.27%	73.70%	75.35%	80.24%	66.52%
Net Debt per Assessed Valuation (<2.5%)	0.711%	0.900%	0.787%	0.715%	0.585%	0.643%
Net Debt Service to Expenditures Less Transfers-in (<12%)	9.29%	9.54%	11.63%	10.56%	10.22%	8.88%
PAYGO Percent	0.00%	22.62%	100.00%	69.43%	91.97%	34.62%

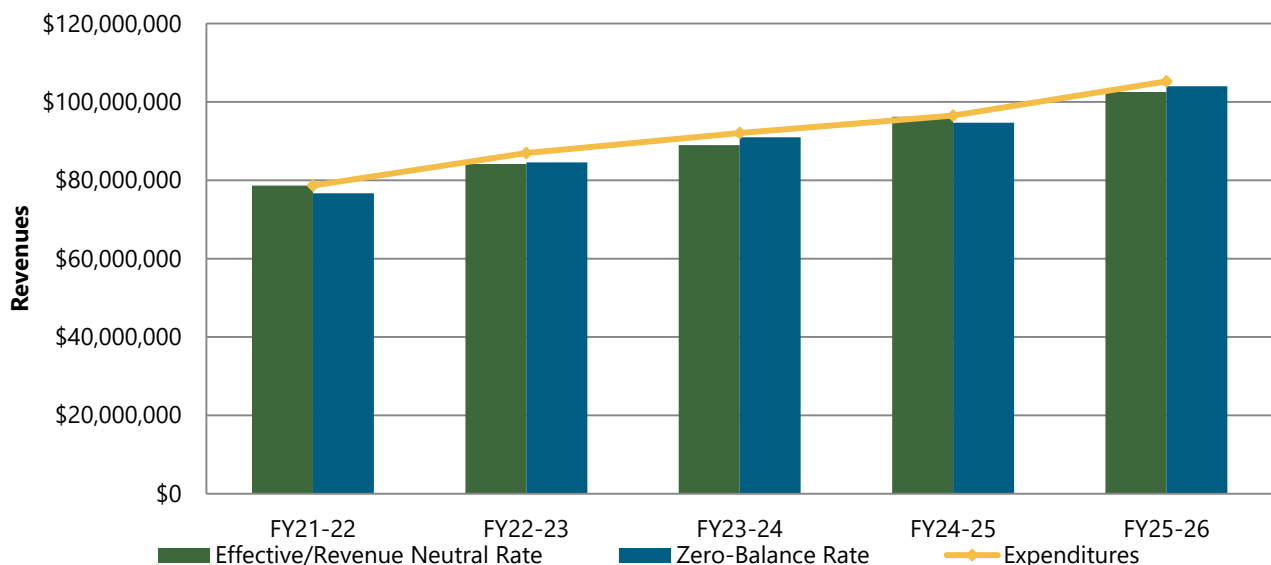
Tax Rate Analysis

One method of assessing the CIP impact on the operating budget is to illustrate the effects in terms of the tax rate. The table and graphs below depict the potential tax rate needed to generate enough revenue to account for General Fund CIP project costs beyond the Town's typical capital and operating expenditures. This calculation is dependent on the Town's assessed value and the revenue generated by a penny on the tax rate. The formula does not take into account substantial increases or decreases in revenues from other sources such as sales tax or service fees. In addition, it does not address changes in operational needs for the Town unless addressed in the CIP. The FY21-22 Recommended Budget includes a tax rate of \$.39, which includes the net of a \$.015 increase for voter approved bond debt in 2017 and \$.005 decrease as part of a shift in stormwater operations from the General Fund to an enterprise fund. Wake County will undergo another revaluation in 2024 and the projections for FY24-25 use a revenue-neutral tax rate of \$.38. For this analysis, the Town's capital expenditures do not include grant-funded projects except for the required local contributions.

If projections are accurate, CIP projects will create a funding gap each year beginning in FY22-23 with potential shortfalls ranging from \$290,505 in FY24-25 to \$3.08 million in FY23-24. These funding gaps represent potential policy decisions for Town Council regarding use of fund balance, setting the tax rate, delaying projects, and consideration of operational cuts. The funding gap is noticeable for all years due to large capital projects that will require financing, such as reconstruction of Fire Station 1 and new road construction as well as the substantial impact on the operating budget with the addition of a full engine company upon completion of Public Safety Station 6 in FY22-23. The CIP includes \$81.06 million in transportation projects over the next five years and identifies another \$53.8 million in projects on the horizon. Twelve projects in the next five years are \$1 million or more. How to finance these projects presents another policy decision for Town Council. The CIP includes general obligation bonds beginning in FY21-22 to cover \$42 million in transportation projects. This amount can easily be higher and only covers a portion of the large transportation projects. The impact model does include a tax rate increase to accompany the proposed general obligation debt. The proposed bond plan would include two separate tax rate increases of approximately \$.015 in FY22-23 and FY26-27 to cover the annual debt service.

The five-year tax rate assessment table indicates the change in tax rate needed to account for the potential funding gaps. Estimated expenditures and tax rate scenarios are depicted in the chart below. This does not account for any potential increases in other revenues sources or cuts in the operating budget that may offset the gap. The effective/revenue neutral rate line reflects revenues with no change in the current tax rate other than an adjustment for revenue neutral in the revaluation year and the required tax increase for the 2017 recreation bonds. The zero-balance rate line reflects revenues with the tax rate adjusted to offset the funding gap.

Projected GF Revenues vs. Expenditures Scenarios



5-Year Tax Rate Assessment

Forecasted Expenditures (Including CIP Projects)	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26
Operating Budget	\$63,001,436	\$65,629,722	\$70,595,205	\$76,288,049	\$82,387,432
Capital Outlay	\$8,918,400	\$10,944,800	\$10,220,500	\$9,165,500	\$12,127,000
Debt Service	\$7,397,064	\$9,919,383	\$9,687,787	\$9,804,103	\$9,357,891
Transfers Out	-\$1,820,000	-\$1,520,000	-\$1,040,000	-\$1,060,000	-\$1,080,000
<i>Total Expenditures</i>	<i>\$79,091,900</i>	<i>\$87,170,905</i>	<i>\$91,771,493</i>	<i>\$96,702,652</i>	<i>\$105,437,323</i>
Total Capital & Debt	\$14,495,464	\$19,344,183	\$18,868,287	\$17,909,603	\$20,404,891
Capital & Debt Expenditures %	18.33%	22.19%	20.56%	18.52%	19.35%
Forecasted Revenues					
Property Tax	\$42,695,130	\$47,869,681	\$52,329,591	\$57,205,021	\$62,534,683
Other Taxes, Fees, Charges	\$33,247,770	\$34,910,159	\$36,655,666	\$38,305,171	\$40,028,904
Transfers In	\$1,600,000	\$0	\$0	\$0	\$0
<i>Total Revenues</i>	<i>\$79,091,900</i>	<i>\$84,629,840</i>	<i>\$88,985,257</i>	<i>\$96,250,192</i>	<i>\$102,563,587</i>
Difference	\$0	(\$2,541,066)	(\$2,786,235)	(\$452,460)	(\$2,873,736)
Projected Fund Balance	\$23,486,475	\$19,095,409	\$16,309,174	\$15,116,714	\$12,242,979
Capital Impact on Fund Balance	\$0	(\$2,541,066)	(\$2,786,235)	(\$452,460)	(\$2,873,736)
Fund Balance Impact Percentage	29.70%	21.91%	17.77%	15.63%	11.61%
Assessed Property Value	\$10,958,427,579	\$11,979,399,513	\$13,095,493,095	\$15,059,817,060	\$16,462,906,184
\$.01 Property Tax Increase =	\$1,094,747	\$1,196,742	\$1,308,240	\$1,504,476	\$1,644,644
Tax Rate	\$0.390	\$0.400	\$0.400	\$0.380	\$0.380
Change in Tax Rate Needed for Difference	(\$0.000)	\$0.021	\$0.021	\$0.003	\$0.017
Zero-Balance Tax Rate	\$0.390	\$0.421	\$0.421	\$0.383	\$0.398
Projected Fund Balance with Tax Rate Adjustment	\$23,486,475	\$21,636,475	\$19,095,409	\$15,569,174	\$15,116,714
Projected Fund Balance % with Tax Rate Adjustment	29.70%	24.82%	20.81%	16.10%	14.34%

Section 4: Electric Utility

The projects funded through the Electric Utility element pull from the Electric Enterprise Fund. This fund pays only for projects related to the electric system and not for projects related to the Water/Sewer Fund or the General Fund.

The types of capital projects that qualify for this fund include construction, maintenance, and improvement of electric distribution infrastructure. These projects include substation additions and upgrades, distribution line extensions, and major maintenance of infrastructure. They also include equipment necessary to maintain the system.

The icon below signifies the electric utility element, and is located on the top right corner of the pages that are associated with these projects.





Electric Utility Element Projects

Projects Funded: Construction, maintenance, and improvement of electric distribution infrastructure. These projects include substation additions and upgrades, distribution line extensions, major maintenance of infrastructure and equipment necessary to maintain the system.

Peak Plan 2030 Recommendation: Continuing to assess, plan, and fund infrastructure needs through a capital improvement program and manage growth through utility investments.



From our newest substation, Mt. Zion (shown on the left), and throughout our system, we work to improve the reliability of our electric system.

Well-trained and well-equipped technicians are required to maintain a first rate utility.



The table below shows each of the projects submitted for consideration in this year's CIP process and the estimated cost of the project in each fiscal year in the plan.

Electric Utility Fund	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	Future Years	Total Capital Cost
Bucket Truck - Replacement	235,450	-	-	-	-	-	235,450
Electric Line Truck - Replacement	285,400	285,400	-	-	-	-	570,800
Smart Grid Meters & Load Control	1,000,000	1,000,000	-	-	-	-	2,000,000
System Fault Indicators	130,000	-	-	-	-	-	130,000
Green Level Substation	-	-	-	1,700,000	-	-	1,700,000
East Williams Street Substation	-	-	-	-	-	5,075,000	5,075,000
Total	\$ 1,650,850	\$ 1,285,400	\$ -	\$ 1,700,000	\$ -	\$ 5,075,000	\$ 9,711,250



FY 2021-22

Bucket Truck – Replacement \$235,450

This request is to replace one bucket truck (Unit #65). The bucket truck is a specialized vehicle required for the installation of overhead electrical equipment and performance of maintenance activities. At time of replacement, the truck will be over 18 years old.

Electric Line Truck – Replacement \$285,400

This request is to replace one Electric Line truck (Unit #13) which will be over 10 years old at time of replacement. The Digger Derrick is a specialized vehicle required for the installation of both overhead and underground electrical equipment.

Smart Grid Meters & Load Control \$2,000,000

Two-year Total

This project provides an end-to-end solution for wireless smart grid and advanced metering. It will provide the ability to manage and monitor our electrical service customers by utilizing high speed, standards-based communications to access real-time data. In addition to advanced metering, this project will also provide updated load control devices, thermostats, and street light control hardware. The software provides meter data, network, load control, streetlight, and outage and customer portal management all in one easy to use platform.

System Fault Indicators \$130,000

This project utilizes technology to help improve the town's response to outages by allowing first responders to quickly identify location of faults on our distribution system. Utilizing cellular technology coupled with electronic fault indicators, the town's response is increased by correctly locating the point of the disturbance prior to the service technician being dispatched. Coupled with our SCADA system, we will be able to reduce the customer's outage time significantly. This project address two of our major strategic areas of focus; Customer Satisfaction and Integration of Technology.

FY 2022-23

Electric Line Truck – Replacement \$285,400

This request is to replace one Electric Line truck (Unit #183). The Digger Derrick is a specialized vehicle required for the installation of both overhead and underground electrical equipment. At time of replacement, the truck will be over 10 years old.

FY 2024-25

Green Level Substation \$1,700,000

The Green Level area is expected to add more than 2,100 new homes and associated services in the next few years. To support this scale of development, we will initially need to build a new 80 MVA substation with one 40 MVA Power Transformer installed. Having the electrical capacity ready in the form of a new substation (and distribution lines) will help ensure that we can provide reliable electrical service to this area.

Horizon

East Williams Street Substation \$5,075,000

Two-year total

As Veridea begins to develop along East Williams Street, near the East Williams Substation, we will need to improve our ability to serve this area. This project consists of approved development of 2.2 million square feet of mixed-used commercial development, 500,000 square feet of office development, and 4,000 residential units located on approximately 1,000 acres. To support this scale of development, the Town would need to add two 40 MVA Power Transformers to the East Williams Substation to provide the additional capacity and reduce delivery point charges from Duke Energy. This project contains two phases. Phase I will install one 40 MVA transformer and Phase II, will add the second 40 MVA transformer.

Electric Fund Summary

The table below shows the total of the capital needs for the Electric Fund element and the revenue sources proposed to support these needs. Local revenue is indicative of the need for current year revenue supported funding for some projects/purchases in each year.

At this time, no issuance of additional debt is projected to be needed to meet the capital needs described above.



Electric Utility Fund	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	Future Years	Total Capital Cost
Bucket Truck - Replacement	235,450	-	-	-	-	-	235,450
Electric Line Truck - Replacement	285,400	285,400	-	-	-	-	570,800
Smart Grid Meters & Load Control	1,000,000	1,000,000	-	-	-	-	2,000,000
System Fault Indicators	130,000	-	-	-	-	-	130,000
Green Level Substation	-	-	-	1,700,000	-	-	1,700,000
East Williams Street Substation	-	-	-	-	-	5,075,000	5,075,000
Total	\$ 1,650,850	\$ 1,285,400	\$ -	\$ 1,700,000	\$ -	\$ 5,075,000	\$ 9,711,250
Revenues	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	Future Years	Total
Capital Outlay	1,650,850	1,285,400	-	1,700,000	-	-	4,636,250
Installment Purchase / Capital Lease	-	-	-	-	-	5,075,000	5,075,000
	\$ 1,650,850	\$ 1,285,400	\$ -	\$ 1,700,000	\$ -	\$ 5,075,000	\$ 9,711,250



Section 5: Water and Sewer Utility

Projects assigned to the Water and Sewer Utility element are funded through the Water and Sewer Enterprise Fund. This fund only pays for projects related to the water and sewer system, and not for projects related to the electric fund, or any General Fund related project.

The types of capital projects that qualify for this fund include main additions and replacements, water/wastewater treatment plant renovations/expansions, filter rehabilitation, pump station additions, and major maintenance of infrastructure. They also include equipment necessary to maintain the system.

The icon below signifies the Water and Sewer Utility element, and is located on the top right corner of the pages that are associated with these projects.





Water and Sewer Utility Projects

Projects Funded: Construction and improvement of water and sewer infrastructure. These projects include main additions and replacements, water/wastewater treatment plant renovations/ expansions, filter rehabilitation, pump station additions, and major maintenance of this infrastructure.

Peak Plan 2030 Recommendation: Continue to assess, plan, and fund infrastructure needs through a capital improvement program and manage growth through utility investments.

Our water and sewer utilities face increasing demands for maintenance and improvements in order to serve current and future needs. Our wastewater treatment plant treats a portion of the wastewater generated in Apex, with the remainder going to the new regional plant in New Hill.



The table below shows each of the projects submitted for consideration in this year's CIP process and the estimated cost of the project in each fiscal year of the plan.

Water and Sewer Utility Fund	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	Future Years	Total Capital Cost
Advanced Metering Infrastructure (AMI)	900,000	-	-	-	-	-	900,000
Barscreen Replacement	265,000	-	-	-	-	-	265,000
Cash-Perkins Outfall	2,325,000	-	-	-	-	-	2,325,000
Combo Truck - Replacement	420,000	-	-	-	-	-	420,000
Elevated Water Storage Tank - 1.5 MG	3,443,000	-	-	-	-	-	3,443,000
Lawrence Crossing Sewer Rehabilitation	395,000	-	-	-	-	-	395,000
Water Main Replacement & Rehab Program	300,000	309,000	318,300	327,800	337,700	-	1,592,800
Wester Transmission Main - Phase III	350,000	1,700,000	-	-	-	-	2,050,000
Abbingtion Gravity Sewer Extension	-	250,000	-	-	-	-	250,000
Beaver Creek Commons Gravity Sewer Extension	-	1,115,000	-	-	-	-	1,115,000
Big Branch 2 Pump Station & Force Main	-	16,400,000	20,400,000	-	-	-	36,800,000
Friendship Elementary Gravity Sewer Extension	-	835,000	-	-	-	-	835,000
Humie Olive Water Loop	-	260,000	1,300,000	-	-	-	1,560,000
Old Raleigh Road Water Line Replacement	-	-	800,000	2,800,000	-	-	3,600,000
US 64 Utility Relocation	-	-	-	-	2,500,000	-	2,500,000
UV System Replacement	-	-	-	-	1,386,500	-	1,386,500
Elevated Water Storage Tank - 2.0 MG	-	-	-	-	-	6,461,600	6,461,600
NC 55 Utility Relocation	-	-	-	-	-	2,150,000	2,150,000
SR1010 Utility Relocation	-	-	-	-	-	2,500,000	2,500,000
Cary Projects Sub-Total	960,300	59,000	483,000	230,000	-	-	1,732,300
WWRWRF Sub-Total	49,000	93,500	195,500	274,800	-	-	612,800
Total	\$ 9,407,300	\$ 21,021,500	\$ 23,496,800	\$ 3,632,600	\$ 4,224,200	\$ 11,111,600	\$ 72,894,000



FY 2021-22

Advanced Metering Infrastructure (AMI)

\$900,000

This project continues to deploy AMI interfaces for all water meters. Upgrading to AMI technology will allow staff to take meter readings from a fixed location and have the readings enter directly into billing software. Phases 2 -5 include funds to transition to AMI and continue replacement of meters older than 10 years old. Tied with our proposed electric meter replacement, this project will allow us to deploy an advanced outage management system to greatly improve service to our customers. Originally, this project was envisioned as a phased approach to convert the town's existing AMR (Drive-by meter reading) system to an AMI (Advanced Metering Infrastructure) system. The first phase was to upgrade the existing meter interface units (MIUs) and some older meters. With this approach, the town would remain with its current AMR vendor through the transition to AMI. However, over the last year it has proven more prudent to take a more holistic approach to transitioning to AMI. In addition to considering other AMI vendors, the Water Resources and Electric Utilities departments have determined it is both feasible and in the towns best interest to pursue a combined AMI system (to read both electric and water meters). Thus, we have halted active upgrades to the AMR system and have begun working with the Electric Utilities Department to evaluate and select an AMI vendor. We expect to complete the selection process and begin system-wide implementation in the spring/summer of 2020. The operational, customer service, and financial benefits of AMI have proven well worth the cost for many utilities who have already implemented the technology. Not funding this request would simply prevent the town from realizing these benefits.

Barscreen Replacement

\$265,000

This project will replace one existing bar screen at the Wastewater Treatment facility's headworks. The existing bar screen is 30 years old and approaching the end of its life cycle. Better technology is available that will provide more efficient removal of debris from the wastewater, resulting in increased capacity and reducing maintenance costs.

Cash-Perkins Outfall

\$2,325,000

This project includes construction of a gravity sewer main extending through the Cash-Perkins property, connecting to the future Upper Middle Creek Gravity Interceptor and regional pump station to construct for Horton Park. This gravity sewer will allow both the Cash-Perkins and Pinnacle Park Pump Stations to be taken off line, resulting in a reduction of approximately \$50,000 in annual maintenance costs. This project is in compliance with the adopted Master Sewer Plan.

Combo Truck – Replacement

\$420,000

This project will replace a combination vacuum truck (Unit #97) in the Town's current fleet that will be over 12 years old at time of replacement.

Elevated Water Storage Tank – 1.5 MG

\$3,443,000

This project include construction of a 1.5 million gallon elevated storage tank to ensure we meet the State's minimum requirement for elevated storage.

Lawrence Crossing Sewer Rehabilitation

\$395,000

This project will replace an aging 24 inch gravity sewer outfall with a new 12 inch sewer line. The 24 inch line formerly conveyed over half of the Town's sewer flow. The completion of the Western Wake Regional Water Reclamation Facility (WRF) in 2014 diverted most of this flow. It is more cost effective to replace and downsize to a 12 inch line than to install a liner in the 24 inch pipe.



Water Main Replacement & Rehab Program

\$1,592,800

Five-year total

Gradual replacement of small diameter (<10"), extremely old cast iron and AC water lines. These water lines are 60+ years old and likely tuberculated such that their capacities are greatly reduced. Replacing these lines will improve reliability and available fire flow in the water system.

Western Transmission Main – Phase III

\$2,050,000

(Apex BBQ to Peakway)

Two-year Total

Phase III of the Western Transmission Main Project will be the final phase of this project. The project includes the following sections: 900 feet of 20-inch waterline on Salem Street from Apex BBQ Road to the Peakway, and 3,000 feet of 20-inch waterline on Old US 1 from West Village to Holland Road. The primary purpose of Phase III work is to provide adequate water flow at a manageable pressure to the entire water system as western portions of Apex, south of Olive Chapel Road, develop and demand grows. This work will also ensure that adequate flow and proper velocities are maintained in the other areas of Apex as growing demand to the west pulls water in that direction.

FY 2022-23

Abbingtion Gravity Sewer Extension

\$250,000

Due to constant overtime and emergency maintenance at this station, approximately 2,400 LF of gravity sewer is needed to connect the sewer flowing into the Abbingtion Pump Station to the outfall along Reedy Branch. Not funding this project will required continued maintenance of the pump station. Being able to abandon this pump station will reduce the amount of funding needed for maintenance and eventual upgrades as well as reduce the noise and odors that come from the site.

Beaver Creek Commons Gravity Sewer Extension

\$1,115,000

Recent development projects near Kelly Road have upgraded and extended gravity sewer from the Abbingtion Subdivision to I-540. Currently, there is a gap between I-540 and the Beaver Creek Crossings Pump Station. The land between is part of a large lot subdivision (Chapel Ridge) with little potential for redevelopment. This project would involve decommissioning the Beaver Creek Crossings Pump Station and constructing approximately 2,100 feet of 12-inch gravity sewer line and manholes to complete the system. Not funding this project will require continued maintenance of the pump station. Project also includes looping a dead-end 12-inch water main along Beaver Creek Commons Drive from Beaver Creek to Kelly Road. If not constructed, redundancy and improved transmission to Town's elevated tanks will not be realized. Increased flushing of water may be required in the dead-end 12-inch water line to maintain water quality.

Big Branch 2 Pump Station & Force Main

\$36,800,000

Two-year total

This project includes construction of Big Branch Pump Station (capacity of 3 million gallons per day) and approximately six miles of 30-inch force main that will discharge at the Western Wake Regional WRF. This infrastructure is needed to serve the Big Branch Basin, which is generally located in the triangle between I-540, US 1, and NC 55.

Friendship Elementary Gravity Sewer

\$835,000

Due to recent sewer extensions along Little Beaver Creek, the existing pump station located that the Friendship HS/ES site can be taken offline. In order to do so, approximately 2,400 linear feet of 12-inch gravity sewer is needed to extend from the Friendship Elementary School site to the Little Beaver Creek outfall. Not funding this project will required continued maintenance of the pump station. Being able to abandon this pump station will reduce the amount of funding needed for maintenance and eventual upgrades as well as reduce the noise and odors that come from the site.



Humie Olive Water Loop

\$1,560,000

Two-year total

This project will add approx. 7,000 linear feet of 12-inch water main along Humie Olive and New Hill Olive Chapel Road to complete a full 12-inch loop in this area. This loop will provide better water quality and fire protection capabilities to this section of the service area.

FY 2023-24

Old Raleigh Road Water Line Replacement

\$3,600,000

Two-year Total

The 10-inch water main in Old Raleigh Road was installed in the early 1960s and is now surpassing the designed 50-year life expectancy. Of additional concern are the improvements to Old Raleigh Road that have taken place over the years, subjecting this pipe to increasing vibration and stress from vehicle traffic. Research shows that expansive clay soil, which is found in Apex, contributes to pipe failure, particularly in the smaller diameters like the existing 10-inch line. While we do have redundancy, a pipe failure along this line would require an inordinate number of other valves and loops to be closed.

FY 2025-26

US 64 Utility Relocation

\$2,500,000

This project includes extending a 12-inch water line down Laura Duncan Road, under US 64, and tie-in to the existing 12-inch water line that runs parallel with US 64. In addition, utility relocations are needed to accommodate US 64 improvements. Existing Town utilities within the corridor include 8, 10, and 12-inch water lines, 14-inch force main and 8-10 inch gravity sewers. If the 12-inch water line is not extended across US 64, the Town will have flow issues in this area and continue to have to flush because of the dead-end lines. These lines are flushed routinely to keep up the proper disinfectant levels for water quality purposes.

UV System Replacement

\$1,386,500

The core components of a UV system consist of UV lamps, lamp drivers, and electronic circuit boards. As we all know, new electronic components generally replace older technology every few years. Like mobile phones, tablets, and computers, for example. We often see them become outdated in two or three years. Similarly, though perhaps not as quickly, a UV system's electronic lamp drivers and circuit boards (used for a UV intensity sensor) also have limited useful life expectancies. Not only that, but as components age, they may become more difficult to replace and keep in stock. Not to mention the cost increases associated with hard to get parts. There has been significant innovation in UV technology since our TrojanUV4000 was designed and installed (1998). Newer lamp and driver technologies combined with smart reactor design work together to reduce the amount of energy needed to achieve disinfection compared to older UV systems. So yes, power savings can alone justify a UV system replacement. But it's not the only one. There have also been advances in cleaning systems, monitoring and controls as well as reductions in maintenance, thanks to reduced lamp counts needed. Can do more for less. The TrojanUVSigna may be selected to replace the TrojanUV4000 in order to take advantage of the high-efficiency low-pressure high-output (LPHO) lamp technology, which reduces both electrical consumption and power costs. We will have the ability to operate the existing TrojanUV4000 system while installing the new UV system.

Horizon

Elevated Water Storage Tank – 2.0 MG

\$6,461,600

This project include construction of a 2.0 million gallon elevated storage tank to meet storage tank to meet storage requirements as demands grow.

NC 55 Utility Relocation

\$2,150,000

This project includes utility relocations to accommodate NC Department of Transportation's (NCDOT) widening of NC Highway 55. The Town has existing water and sewer utilities within the right-of-way, including 12-inch and 6-inch water



lines, fire hydrants, valves, water service lines, 8-inch gravity sewer lines, manholes, and water and sewer service laterals that will be in conflict with NCDOT's proposed road widening. Utilities in conflict have to be relocated to prevent disruption of utility service to customers within the construction corridor. This project also includes an extension of 12-inch line down NC 55 under the railroad trestle to create new loop in distribution system.

SR1010 Utility Relocation

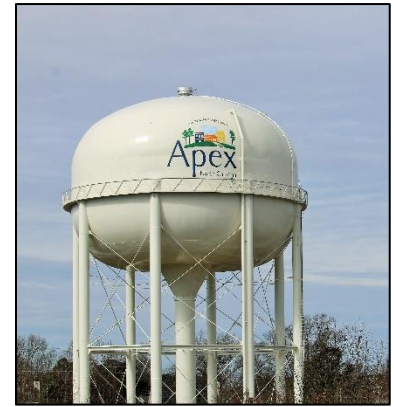
\$2,500,000

This project includes utility relocations to accommodate NC Department of Transportation's widening of Ten Ten Road/Center Street to Kildaire Farm Road. The Town has existing water and sewer utilities within the right-of-way, including 12-inch and 16-inch water lines, fire hydrants, valves, water service lines, and 6 and 8 inch force mains that will be in conflict with NCDOT's proposed road widening. Utilities in conflict have to be relocated to prevent disruption of utility service to customers within the construction corridor.

Water and Sewer Fund Summary

The table below shows the total of the capital needs for the Water and Sewer Fund element and the revenue sources proposed to support these needs. Local revenue is indicative of the need for current year revenue supported funding for some projects/purchases in each year.

At this time, no issuance of additional debt is projected to be needed to meet the capital needs described above.



Water and Sewer Utility Fund	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	Future Years	Total Capital Cost
Advanced Metering Infrastructure (AMI)	900,000	-	-	-	-	-	900,000
Barscreen Replacement	265,000	-	-	-	-	-	265,000
Cash-Perkins Outfall	2,325,000	-	-	-	-	-	2,325,000
Combo Truck - Replacement	420,000	-	-	-	-	-	420,000
Elevated Water Storage Tank - 1.5 MG	3,443,000	-	-	-	-	-	3,443,000
Lawrence Crossing Sewer Rehabilitation	395,000	-	-	-	-	-	395,000
Water Main Replacement & Rehab Program	300,000	309,000	318,300	327,800	337,700	-	1,592,800
Wester Transmission Main - Phase III	350,000	1,700,000	-	-	-	-	2,050,000
Abbingtion Gravity Sewer Extension	-	250,000	-	-	-	-	250,000
Beaver Creek Commons Gravity Sewer Extension	-	1,115,000	-	-	-	-	1,115,000
Big Branch 2 Pump Station & Force Main	-	16,400,000	20,400,000	-	-	-	36,800,000
Friendship Elementary Gravity Sewer Extension	-	835,000	-	-	-	-	835,000
Humie Olive Water Loop	-	260,000	1,300,000	-	-	-	1,560,000
Old Raleigh Road Water Line Replacement	-	-	800,000	2,800,000	-	-	3,600,000
US 64 Utility Relocation	-	-	-	-	2,500,000	-	2,500,000
UV System Replacement	-	-	-	-	1,386,500	-	1,386,500
Elevated Water Storage Tank - 2.0 MG	-	-	-	-	-	6,461,600	6,461,600
NC 55 Utility Relocation	-	-	-	-	-	2,150,000	2,150,000
SR1010 Utility Relocation	-	-	-	-	-	2,500,000	2,500,000
Cary Projects Sub-Total	960,300	59,000	483,000	230,000	-	-	1,732,300
WWRWRF Sub-Total	49,000	93,500	195,500	274,800	-	-	612,800
Total	\$ 9,407,300	\$ 21,021,500	\$ 23,496,800	\$ 3,632,600	\$ 4,224,200	\$ 11,111,600	\$ 72,894,000
Revenues	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	Future Years	Total
Capital Outlay	2,280,000	2,769,000	2,418,300	3,127,800	4,224,200	4,650,000	19,469,300
Designated Capital Funds	7,127,300	1,852,500	678,500	504,800	-	6,461,600	16,624,700
Revenue Bonds	-	16,400,000	20,400,000	-	-	-	36,800,000
	\$ 9,407,300	\$ 21,021,500	\$ 23,496,800	\$ 3,632,600	\$ 4,224,200	\$ 11,111,600	\$ 72,894,000

Section 6: Project Funding Detail

The following pages contain project funding details.

Transportation

Project Cost	2021-22	2022-23	2023-24	2024-25	2025-26	Future	Total
Annual Miscellaneous Drainage Improvements	100,000	100,000	100,000	100,000	100,000	100,000	600,000
- Designated Capital Funds	100,000	100,000	100,000	100,000	100,000	-	500,000
- To Be Determined	-	-	-	-	-	100,000	100,000
Annual Miscellaneous Road & Sidewalk Improvements	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000
- Designated Capital Funds	200,000	200,000	200,000	200,000	200,000	-	1,000,000
- To Be Determined	-	-	-	-	-	200,000	200,000
Annual Pavement Management	1,871,000	1,950,000	2,025,000	2,100,000	2,200,000	2,200,000	12,346,000
- Intergovernmental Funds (Powell Bill Revenues)	1,500,600	1,530,600	1,561,200	1,592,400	1,624,200	-	7,809,000
- Designated Capital Funds	100,000	60,000	463,800	260,000	365,000	-	1,248,800
- General Fund / Capital Outlay	270,400	359,400	-	247,600	210,800	-	1,088,200
- To Be Determined	-	-	-	-	-	2,200,000	2,200,000
Apex Peakway Southwest Connector	22,625,000	-	-	-	-	-	22,625,000
- Designated Capital Funds	625,000	-	-	-	-	-	625,000
- General Obligation Bonds	22,000,000	-	-	-	-	-	22,000,000
Downtown Alley Improvements	500,000	-	-	-	-	-	500,000
- General Fund / Capital Outlay	500,000	-	-	-	-	-	500,000
Kelly Point Court Drainage Improvements	110,000	-	-	-	-	-	110,000
- General Fund / Capital Outlay	110,000	-	-	-	-	-	110,000
Pavement Management Backlog	1,000,000	-	-	-	4,000,000	-	5,000,000
- General Obligation Bonds	1,000,000	-	-	-	4,000,000	-	5,000,000
Safe Routes to School	1,595,000	660,000	200,000	500,000	5,640,000	710,000	9,305,000
- General Obligation Bonds	1,000,000	-	-	-	5,225,000	-	6,225,000
- Designated Capital Funds	595,000	660,000	200,000	500,000	415,000	-	2,370,000
- To Be Determined	-	-	-	-	-	710,000	710,000
Saunders Street Parking Lot Expansion	1,200,000	-	-	-	-	-	1,200,000
- General Fund / Capital Outlay	1,200,000	-	-	-	-	-	1,200,000
Ten Ten Road at Jessie Drive Left Turn Lane Extension Cost Share	200,000	-	-	-	-	-	200,000
- General Fund / Capital Outlay	200,000	-	-	-	-	-	200,000
Wayfinding Signage Fabrication & Installation	155,000	190,000	340,000	330,000	155,000	-	1,170,000
- General Fund / Capital Outlay	155,000	-	-	-	-	-	155,000
GPS Emergency Vehicle Preemption	-	260,000	160,000	160,000	160,000	-	740,000
- Designated Capital Funds	-	-	76,200	-	-	-	76,200
- General Fund / Capital Outlay	-	260,000	83,800	160,000	160,000	-	663,800
Salem Street Downtown Streetscape & Resurfacing	-	2,500,000	-	-	-	-	2,500,000
- General Fund / Capital Outlay	-	2,500,000	-	-	-	-	2,500,000

Transportation Cont.

Project Cost	2021-22	2022-23	2023-24	2024-25	2025-26	Future	Total
Burma Drive Phase 2	-	-	450,000	1,000,000	3,000,000	-	4,450,000
- General Fund / Capital Outlay	-	-	450,000	1,000,000	3,000,000	-	4,450,000
Ragan Road Sidepath	-	-	1,000,000	-	-	-	1,000,000
- General Obligation Bonds	-	-	1,000,000	-	-	-	1,000,000
Stephenson Road High School Improvements Cost Share	-	-	750,000	-	-	-	750,000
- General Fund / Capital Outlay	-	-	750,000	-	-	-	750,000
Tingen Road Pedestrian Bridge	-	-	150,000	500,000	-	3,000,000	3,650,000
- General Fund / Capital Outlay	-	-	150,000	500,000	-	-	650,000
- To Be Determined	-	-	-	-	-	3,000,000	3,000,000
Apex Peakway North Widening	-	-	-	350,000	5,000,000	-	5,350,000
- General Obligation Bonds	-	-	-	350,000	5,000,000	-	5,350,000
Center Street Railroad Crossing Improvements & Sidewalk	-	-	-	100,000	700,000	-	800,000
- General Obligation Bonds	-	-	-	100,000	700,000	-	800,000
Chatham Street Railroad Crossing Improvements & Sidewalk	-	-	-	150,000	1,125,000	-	1,275,000
- General Obligation Bonds	-	-	-	150,000	1,125,000	-	1,275,000
Davis Drive at Salem Church Road Realignment	-	-	-	200,000	500,000	7,000,000	7,700,000
- General Fund / Capital Outlay	-	-	-	200,000	500,000	-	700,000
- To Be Determined	-	-	-	-	-	7,000,000	7,000,000
GoApex Transit Program	-	-	-	100,000	690,000	-	790,000
- General Fund / Capital Outlay	-	-	-	100,000	-	-	100,000
- Grants	-	-	-	-	690,000	-	690,000
Lynch Street Extension	-	-	-	550,000	-	-	550,000
- General Fund / Capital Outlay	-	-	-	550,000	-	-	550,000
West Williams Street Sidewalk	-	-	-	200,000	650,000	-	850,000
- General Obligation Bonds	-	-	-	200,000	650,000	-	850,000
Apex Peakway Southeast Connector	-	-	-	-	1,710,000	17,100,000	18,810,000
- General Fund / Capital Outlay	-	-	-	-	1,710,000	-	1,710,000
- To Be Determined	-	-	-	-	-	17,100,000	17,100,000
Jessie Drive Phase I & Phase II	-	-	-	-	7,500,000	13,500,000	21,000,000
- General Obligation Bonds	-	-	-	-	7,500,000	-	7,500,000
- To Be Determined	-	-	-	-	-	13,500,000	13,500,000
Production Drive Extension	-	-	-	-	400,000	4,000,000	4,400,000
- General Fund / Capital Outlay	-	-	-	-	400,000	-	400,000
- To Be Determined	-	-	-	-	-	4,000,000	4,000,000

Transportation Cont.

Project Cost	2021-22	2022-23	2023-24	2024-25	2025-26	Future	Total
NC 55 Sidewalk & Enhancement Cost Share (U-2901)	-	-	-	-	-	2,000,000	2,000,000
- To Be Determined	-	-	-	-	-	2,000,000	2,000,000
US 64 Sidewalk & Enhancement Cost Share (U-5301)	-	-	-	-	-	2,000,000	2,000,000
- To Be Determined	-	-	-	-	-	2,000,000	2,000,000
Ten Ten Road/Center Street Sidewalk & Enhancement Cost Share (U-	-	-	-	-	-	2,000,000	2,000,000
- To Be Determined	-	-	-	-	-	2,000,000	2,000,000

Parks, Recreation, & Cultural Resources							
Project Cost	2021-22	2022-23	2023-24	2024-25	2025-26	Future	Total
Annual Miscellaneous Greenway Connections	300,000	300,000	300,000	300,000	300,000	300,000	1,800,000
- General Fund / Capital Outlay	300,000	300,000	300,000	300,000	300,000	300,000	1,800,000
Beaver Creek Greenway Improvement	-	337,800	-	-	-	-	337,800
- General Fund / Capital Outlay	-	337,800	-	-	-	-	337,800
Environmental Education Center	-	100,000	1,100,000	-	-	-	1,200,000
- General Fund / Capital Outlay	-	100,000	1,100,000	-	-	-	1,200,000
Apex Nature Park/Seymour Athletic Fields Parking Lot Expansion	-	-	-	975,000	-	-	975,000
- General Fund / Capital Outlay	-	-	-	975,000	-	-	975,000
Jaycee Park Expansion	-	-	-	100,000	1,000,000	-	1,100,000
- General Fund / Capital Outlay	-	-	-	100,000	1,000,000	-	1,100,000
Apex Community Park Parking Lot Expansion	-	-	-	-	665,000	-	665,000
- General Fund / Capital Outlay	-	-	-	-	665,500	-	665,500
Dredge Apex Community Park Lake	-	-	-	-	-	3,660,000	3,660,000
- Installment Purchase / Capital Lease	-	-	-	-	-	3,660,000	3,660,000
Northwest Wimberly Road Park Design	-	-	-	-	-	5,500,000	5,500,000
- Installment Purchase / Capital Lease	-	-	-	-	-	5,500,000	5,500,000
Olive Farm Park Design	-	-	-	-	-	5,500,000	5,500,000
- Installment Purchase / Capital Lease	-	-	-	-	-	5,500,000	5,500,000

Public Safety							
Project Cost	2021-22	2022-23	2023-24	2024-25	2025-26	Future	Total
Fire Engine Replacement - Station 3	762,000	-	-	-	-	-	762,000
- General Fund / Capital Outlay	649,000	-	-	-	-	-	649,000
- Intergovernmental Funds	113,000						113,000
Aerial Apparatus to Replace Ladder 4	-	1,400,000	-	-	-	-	1,400,000
- General Fund / Capital Outlay	-	1,400,000	-	-	-	-	1,400,000
Engine 32 Replacement	-	-	740,000	-	-	-	740,000
- General Fund / Capital Outlay	-	-	740,000	-	-	-	740,000
Driving Simulator	-	-	-	243,000	-	-	243,000
- General Fund / Capital Outlay	-	-	-	243,000	-	-	243,000
Rescue Retrieval Van	-	-	-	-	165,000	-	165,000
- General Fund / Capital Outlay	-	-	-	-	165,000	-	165,000
Fire Pumper for Olive Farm Station	-	-	-	-	-	825,000	825,000
- General Fund / Capital Outlay	-	-	-	-	-	825,000	825,000

Public Facilities							
Project Cost	2021-22	2022-23	2023-24	2024-25	2025-26	Future	Total
Mechanical (HVAC/Chiller) Upgrades to Town Facilities	140,000	120,000	-	125,000	165,000	-	550,000
- General Fund / Capital Outlay	140,000	120,000	-	125,000	165,000	-	550,000
Eva Perry Library Improvements	443,400	110,000	-	-	-	-	553,400
- General Fund / Capital Outlay	443,400	110,000	-	-	-	-	553,400
Police Department Security Fencing	125,000	-	-	-	-	-	125,000
- General Fund / Capital Outlay	125,000	-	-	-	-	-	125,000
Public Safety Station 6	6,500,000	-	-	-	-	-	6,500,000
- Installment Purchase / Capital Lease	6,500,000	-	-	-	-	-	6,500,000
Public Works Operations Building Renovations	830,000	-	870,000	-	-	-	1,700,000
- General Fund / Capital Outlay	830,000	-	870,000	-	-	-	1,700,000
Town Fiber Optic Expansion	125,000	-	-	-	-	-	125,000
- General Fund / Capital Outlay	125,000	-	-	-	-	-	125,000
Town Hall Remodel	75,000	500,000	-	500,000	-	-	1,075,000
- General Fund / Capital Outlay	75,000	500,000	-	500,000	-	-	1,075,000
Tunstall House Restoration	400,000	450,000	-	-	-	-	850,000
- General Fund / Capital Outlay	400,000	450,000	-	-	-	-	850,000
Communications Backup Center	-	325,000	-	-	-	-	325,000
- General Fund / Capital Outlay	-	325,000	-	-	-	-	325,000
Mechanical (Boiler) Upgrades to Community Center	-	130,000	-	-	-	-	130,000
- General Fund / Capital Outlay	-	130,000	-	-	-	-	130,000
Repurpose Depot Parking Lot	-	250,000	2,000,000	-	-	-	2,250,000
- General Fund / Capital Outlay	-	250,000	2,000,000	-	-	-	2,250,000
Station 1 Rebuild	-	500,000	4,500,000	-	-	-	5,000,000
- Designated Capital Funds	-	500,000	-	-	-	-	500,000
- Installment Purchase / Capital Lease	-	-	4,500,000	-	-	-	4,500,000
Vehicle Storage Shed & Brine Building	-	-	23,500	235,500	-	-	259,000
- General Fund / Capital Outlay	-	-	23,500	235,500	-	-	259,000
Fleet Fluid Pumps/Reclamation	-	-	-	100,000	-	-	100,000
- General Fund / Capital Outlay	-	-	-	100,000	-	-	100,000
Town Campus Parking Lot Resurfacing	-	-	-	470,000	500,000	-	970,000
- General Fund / Capital Outlay	-	-	-	470,000	500,000	-	970,000
Fire Department Administration Building	-	-	-	-	-	2,000,000	2,000,000
- General Fund / Capital Outlay	-	-	-	-	-	2,000,000	2,000,000

Public Facilities Cont.							
Project Cost	2021-22	2022-23	2023-24	2024-25	2025-26	Future	Total
Fire Station 7	-	-	-	-	-	6,500,000	6,500,000
- Installment Purchase / Capital Lease	-	-	-	-	-	6,500,000	6,500,000
Land Purchase for Affordable Housing	-	-	-	-	-	500,000	500,000
- General Fund / Capital Outlay	-	-	-	-	-	500,000	500,000
Police Department Addition/Renovation	-	-	-	-	-	6,400,000	6,400,000
- Installment Purchase / Capital Lease	-	-	-	-	-	6,400,000	6,400,000

Public Works & Environmental Services							
Project Cost	2021-22	2022-23	2023-24	2024-25	2025-26	Future	Total
Chipper Truck - Replacement	165,000	-	-	-	165,000	-	330,000
- General Fund / Capital Outlay	165,000	-	-	-	165,000	-	330,000
Leaf Truck - Replacement	212,000	-	212,000	-	212,000	212,000	848,000
- General Fund / Capital Outlay	212,000	-	212,000	-	212,000	212,000	848,000
Pothole Patcher/Asphalt Truck - Replacement	200,000	-	-	-	-	-	200,000
- General Fund / Capital Outlay	200,000	-	-	-	-	-	200,000
Dump Truck - Addition	-	100,000	-	-	-	-	100,000
- General Fund / Capital Outlay	-	100,000	-	-	-	-	100,000
Leaf Truck - Addition	-	212,000	-	212,000	-	-	424,000
- General Fund / Capital Outlay	-	212,000	-	-	212,000	-	424,000
Motor Grader - Replacement	-	250,000	-	-	-	-	250,000
- General Fund / Capital Outlay	-	250,000	-	-	-	-	250,000
Grapple Truck - Replacement	-	-	195,000	-	-	-	195,000
- General Fund / Capital Outlay	-	-	195,000	-	-	-	195,000
Street Sweeper - Replacement	-	-	275,000	-	-	-	275,000
- General Fund / Capital Outlay	-	-	275,000	-	-	-	275,000
Chipper Truck - Addition	-	-	-	165,000	-	-	165,000
- General Fund / Capital Outlay	-	-	-	-	165,000	-	165,000
Small Asphalt Paver - Addition	-	-	-	-	115,000	-	115,000
- General Fund / Capital Outlay	-	-	-	-	115,000	-	115,000
Dump Truck - Replacement	-	-	-	-	-	185,000	185,000
- General Fund / Capital Outlay	-	-	-	-	-	185,000	185,000

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for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: June 08, 2021

Item Details

Presenter(s): Audra Killingsworth, Council Member

Department(s): Governing Body

Requested Motion

Discussion and possible motion to approve a Non-Discrimination Ordinance

Approval Recommended?

N/A

Item Details

N/A

Attachments

- Proposed Ordinance



**TOWN OF APEX, NORTH CAROLINA
ORDINANCE NO. 2021-0608-15**

AN ORDINANCE AMENDING TOWN CODE CHAPTER 3, “RESERVED”

WHEREAS, The Town of Apex is a community that respects and actively works to welcome and protect all those who reside, work, do business, and visit Apex; and

WHEREAS, The Town of Apex has determined that discrimination in the business dealings of its citizens harms the citizens and the Town and impairs the Town’s ability to attract new businesses and residents and is not consistent with the Town’s purpose, vision, and identity as a Town that embraces and celebrates diversity; and

WHEREAS, The Town of Apex finds that the 14th Amendment to the United States Constitution provides for the equal protection of all citizens; and

WHEREAS, pursuant to North Carolina General Statute §160A-174(a), “[a] city may by ordinance define, prohibit, regulate, or abate acts, omissions, or conditions detrimental to the health, safety, or welfare of its citizens and the peace and dignity of the city[;]” and

WHEREAS, pursuant to North Carolina General Statute §160A-4, “[i]t is the policy of the General Assembly that the cities of this State should have adequate authority to execute the powers, duties, privileges, and immunities conferred upon them by law. To this end, the provisions of this Chapter . . . shall be broadly construed and grants of power shall be construed to include any additional and supplementary powers that are reasonably necessary or expedient to carry them into execution and effect[.]”

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

Section 1. That Chapter 3 of the Town of Apex Code of Ordinances is hereby amended as shown immediately below with deletions being shown by struck-through text and additions shown by underlined text:

Chapter 3 – ~~(RESERVED)~~ NONDISCRIMINATION.

Sec. 3-1. – Purpose.

It is the purpose and intent of the Apex Town Council to protect and safeguard the right and opportunity of all persons in Protected Classes, as defined in this Ordinance, to be free from discrimination. The Apex Town Council’s purpose in enacting this Ordinance is to promote the public health, safety, and welfare of all persons who live, work, visit, and do business in the Town of Apex.

Sec. 3-2. – Policy.

- (a) It is the policy of Apex not to enter into, or maintain a contractual relationship with, any business, entity, or company that discriminates against a Protected Class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with a Town contract. Nothing in this Ordinance shall limit lawful efforts by a business, entity, or company to remedy the effects of past discrimination. Nothing in this Ordinance shall be interpreted or applied so as to create any requirement, power, or duty in conflict with any existing federal or state law or either the federal or state constitutions.
- (b) The Town Manager and the Town Attorney are directed to include within the terms of all Town-drafted contracts a nondiscrimination provision which will carry out the purpose of this Section; provided that nothing in this Section shall encroach, or be construed to encroach, upon the powers or immunities of the State of North Carolina or the Federal Government.
- (c) The boards, committees, and commissions of the Town are directed to discourage and seek to eliminate discrimination against Protected Classes to the maximum extent allowed by their respective power, authority, and resources.
- (d) The Town Manager is authorized to establish town policies and procedures to ensure that the functions and actions of the Town of Apex government meet the purpose and intent of this Chapter.

Sec. 3-3. – Definitions.

- (a) Age means an individual's status as having obtained forty or more years of age.
- (b) Business means any individual, business, or company providing for profit goods, services, facilities, accommodations, transportation, or access to the general public.
- (c) Discriminate, Discrimination, or Discriminatory means any act, policy, or practice that subjects any person to differential treatment based on that person's inclusion in a Protected Class.
- (d) Employee means an individual employed by, or seeking employment from, an employer in the Town of Apex.
- (e) Employer means a person or entity that employs one or more employees, excluding parents, spouses, or children, in the Town of Apex.
- (f) Familial Status means an individual's past, current, or prospective status as a parent, adoptive parent, or legal guardian to a child or children below the age of eighteen.

- (g) *Gender Identity* means the actual or perceived gender-related identity, expression, appearance, mannerisms, or other gender-related characteristics of an individual, independent of the individual's designated sex at birth.
- (h) *Marital Status* means an individual's past, current, or prospective status as single, married, domestically partnered, in a civil union, divorced, or widowed.
- (i) *Natural Hair Style* means any hair texture, color, type, or style of wear historically associated with race.
- (j) *Place of Public Accommodation* means any establishment within the Town of Apex that is open to the public and offers any product, service, or facility, or solicits the patronage or trade of the general public. The term "place of public accommodation" shall include, but not necessarily be limited to, stores, taverns, hotels, motels, restaurants, or any place where food or beverages are sold, retail and wholesale establishments, hospitals, theaters, public entertainment venues and all public conveyances, including the stations or terminals thereof. The term "place of public accommodation" shall not include: a religious organization; any hotel, motel, restaurant, or theater operated by a nonprofit fraternal or social association that restricts its facilities and services to the members of such association/corporation and their guests; or any nonprofit fraternal or social association, or civic, political, or religious organization, when the profits of such association or organization, above reasonable and necessary expenses, are solely for its benefit or mission.
- (k) *Protected Class* means an individual's age, race, religion, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.
- (l) *Religious Organization* means a church, mosque, synagogue, temple, nondenominational ministry, interdenominational and ecumenical organization, mission organization, faith-based social agency, or other entity principally devoted to the study, practice, or advancement of religion.
- (m) *Sexual Orientation* means actual or perceived heterosexuality, homosexuality, bisexuality, or asexuality.

Sec. 3-4. Prohibited Acts.

- (a) It shall be a violation of this Chapter for any business to deny, directly or indirectly, any person the full and equal enjoyment, use, or privileges of the

goods, services, facilities, and accommodations of a place of public accommodation on the basis of Protected Class status.

- (b) It shall be a violation of this Chapter for an employer to deny any person the right to obtain and hold employment and the benefits associated therewith based on Protected Class status. It shall be unlawful to discriminate against any employee in the employee's compensation, or in the terms, conditions, or privileges of employment, or otherwise make distinctions in regards to employees based on Protected Class status.

Sec. 3-5. Exceptions.

- (a) No employer is prohibited from requiring an employee, during the employee's work hours, to adhere to reasonable dress or grooming standards not otherwise prohibited by federal, state, or local law.
- (b) Nothing in this Chapter shall be construed to prohibit an employer from requiring all of its employees to utilize the employer's applicable internal human resource procedures to address any allegation of discrimination in the workplace. Requiring the following of such procedure shall not be deemed a violation of this Chapter.
- (c) Nothing in this Chapter shall be construed to require any business to make changes requiring a building permit to any existing facility, except as otherwise required by law. Nothing in this Chapter shall be construed to regulate or impose requirements regarding the use of restroom facilities in businesses.
- (d) Use of constitutionally or otherwise legally protected speech shall not be a violation of this Chapter.
- (e) A religious organization, association, or society that employs an individual of a particular religion to perform work associated with the organization that insists employees adhere to the tenets of the religious organization as a condition of employment is not in violation of this Chapter.
- (f) A business that observes the conditions of bona fide affirmative action plan or seniority system is not in violation of this Chapter.
- (g) No business is required to hire or retain unqualified or incompetent personnel.

Sec. 3-6. – Enforcement.

- (a) Any person who believes they have been aggrieved by a breach or violation of Sec. 3-4 of this Chapter may file a written complaint with the Town Manager's office that the person has been or is being, subjected to alleged discrimination as defined in this Chapter, by completing and signing the form

provided by the Town. The complaint form shall include the names and contact information for the aggrieved individual, the business or individuals alleged to have committed the discrimination, a description of the discriminatory conduct, and any other information provided for in the Town's form. There shall be no fee or charge for submitting the form.

- (b) A complete complaint form must be filed within sixty (60) days of the alleged discriminatory act. If the act constitutes a continuing pattern of discrimination the complaint form must be filed within sixty (60) days of the last discriminatory act.
- (c) Upon receipt of the complaint form, the Town Manager will conduct an initial inquiry into the allegations in the complaint, with assistance from the Town Attorney's office as needed. If a complaint is factually validated then the Town will engage in efforts to negotiate a conciliatory resolution to the complaint.
- (d) Filing a complaint pursuant to this Section shall in no way preclude any person from seeking other relief under state or federal law.

Sec. 3-7. – Penalty.

- (a) If a complaint is factually validated and conciliation fails, then, in addition to, or in lieu of other remedies provided by law, any business, person, or corporation violating any provisions of this Chapter may be subject to an enforcement action brought by the Town pursuant to N.C.G.S. 160A-175(d) and (e) for an appropriate equitable remedy, including but not limited to a mandatory or prohibitory injunction commanding the defendant to correct the discriminatory acts prohibited by the Chapter.
- (b) Violation of this Chapter shall not be a crime under N.C.G.S. 14-4 or other law.

Section 2. The Town Clerk and/or Town Manager are hereby authorized to renumber, revise formatting, correct typographic errors, to verify and correct cross references, indexes and diagrams as necessary to codify, publish, and/or accomplish the provisions of this Ordinance or future amendments as long as doing so does not alter the terms of this Ordinance.

Section 3. **Severability, Conflict of Laws.** If this Ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given separate effect and to the end the provisions of this ordinance are declared to be severable. All

ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

Section 4. **Effective Date.** This Ordinance shall be effective January 1, 2022.

Introduced by Council Member _____

Seconded by Council Member _____

Attest: TOWN OF APEX, NORTH CAROLINA

_____ Donna B. Hosch, MMC, NCCMC Town Clerk	_____ Jacques K. Gilbert Mayor
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Approved As To Form:

Laurie L. Hohe
Town Attorney

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for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: June 8, 2021

Item Details

Presenter(s): Mayor Jacques K. Gilbert

Department(s): Governing Body

Requested Motion

Discussion and possible motion to cancel the regularly scheduled July 13 Town Council Meeting.

Approval Recommended?

Yes

Item Details

The Town Council has typically met only once in July with less business to conduct and to allow staff more time to schedule and enjoy time off. This change would align with our recent practices to have one meeting in July.

Attachments

- N/A



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for consideration by the Apex Town Council

Item Type: UPDATES BY TOWN
MANAGER

Meeting Date: June 8, 2021

Item Details

Presenter(s): Ralph Clark, Interim Town Manager

Department(s): Administration

Requested Motion

Updates on Town operations by Interim Town Manager Ralph Clark

Approval Recommended?

N/A

Item Details

N/A

Attachments

- N/A



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for consideration by the Apex Town Council

Item Type: WORK SESSION

Meeting Date: June 8, 2021

Item Details

Presenter(s): Dianne Khin, Director of Planning and Community Development

Department(s): Planning and Community Development

Requested Motion

Conduct discussion regarding possible changes to Special Use Permit procedures and site plan requirements and procedures to remove the need for quasi-judicial public hearings (QJPH) at Town Council.

Approval Recommended?

N/A

Item Details

Town Council will conduct a discussion to consider changes that would affect the quasi-judicial public hearing process.

Attachments

- Quasi-judicial public hearing comparison with other Wake County jurisdictions



Jurisdiction	Major Site Plans (over 100,000 sq ft)	SUP	Variances	Appeals
Angier	AAS	BOA	BOA	BOA
Apex	TC	TC	BOA	BOA
Cary	AAS/BOA*	BOA	BOA	BOA
Fuquay-Varina	AAS	BOA	BOA	BOA
Garner	TC	TC	BOA	BOA
Holly Springs ¹	TC	TC	TC/BOA**	BOA
Knightdale	AAS	TC	BOA	BOA
Morrisville	AAS	TC	PZB***	PZB***
Raleigh	AAS	BOA	BOA	BOA
Rolesville	AAS****	BC	BOA	BOA
Wake Forest	AAS	BC	BOA	BOA
Wendell	AAS	BC	BOA	BOA
Wake County	AAS	BOA	BOA	BOA
Zebulon	AAS	TC	BOA	BOA

AAS - Administrative Approval by Staff

BC - Board of Commissioners QJPH

TC - Town Council QJPH

BOA - Board of Adjustment QJPH

PZB - Planning & Zoning Board PZB QJPH

* Zoning BOA - plans associated with SUP, 100 or more residential units, or 100,000 square feet non-residential (unless property rezoned in past 2 years, then it is AAS; essentially all projects are AAS at this point)

** TC hears variances that are related to projects simultaneously requesting SUP approval so that both QJ hearings are held at the same time by TC

*** Dissolved BOA so PZB acts as BOA

**** All site plans are AAS

¹ Holly Springs has a UDO re-write that is underway (completion in approx. 6 months): remove QJ items from Town Council, reduce the number/types of uses that require SUPs, and combine PB and BOA