



## AGENDA | REGULAR TOWN COUNCIL MEETING

May 11, 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](#) Nicole Dozier, Mayor Pro Tem

Mayor Pro Tem Dozier will present the 6th Annual "Think Apex Awards"

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

Presentation of the Building Safety Proclamation

[PR3](#) Jacques K. Gilbert, Mayor

Presentation of National Police Week 2021 Proclamation

### CONSENT AGENDA

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

[CN1](#) Donna B. Hosch, Town Clerk

Motion to approve Minutes of the April 13, 2021 Regular Council Meeting

[CN2](#) Sarah Van Every, Senior Planner

Motion to approve Statement of the Town Council and Ordinance for Rezoning Case #21CZ08 Cash Corporate Center Amendment, Town of Apex and Jack 1, LLC, petitioners, for the properties located on 0 and 1201 Burma Drive (PINs 0751138504, 0751244221, 0751143089, and a portion of former PIN 0751136687).

[CN3](#) Lauren Staudenmaier, Planner I

Motion to set Public Hearing for the May 25, 2021 Town Council meeting regarding Rezoning Application #21CZ05 Friendship Storage. The applicant, Terco Properties, seeks to rezone approximately 9.09 acres located at 0 Friendship Road and 2109 Old US 1 Highway (PINs 0730196547 & 0730197850) from Rural Residential (RR) to Tech/Flex-Conditional Zoning (TF-CZ).

[CN4](#) Liz Loftin, Senior Planner

Motion to set Public Hearing for the May 25, 2021 Town Council meeting regarding Rezoning Application #21CZ06 Jenks Road Office & Veterinary Hospital. The applicant, Daniel Shultz, Peak 360, LLC, seeks to rezone approximately 6.69 acres located at 7825 and 7809 Jenks Road (PINs 0722886419 & 0722888770) from Rural Residential (RR) to Neighborhood Business-Conditional Zoning (B1-CZ).

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

Motion to set Public Hearing for the May 25, 2021 Town Council meeting regarding 2045 Land Use Map amendment and Rezoning Application #21RZ07 Herbert Street (PIN 0741397109). 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 acre located at 0 Herbert Street from Medium Density Residential (MD) to Neighborhood Business (B-1).

[CN6](#) Amanda Bunce, Current Planning Manager

Motion to set the Public Hearing for the May 25, 2021 Town Council meeting regarding various amendments to the Unified Development Ordinance.

[CN7](#) Shannon Cox, Long Range Planning Manager

Motion to approve amendments to the Town of Apex Address Policy, last amended on August 4, 2020, to update the street naming process.

[CN8](#) Dianne Khin, Director of Planning and Community Development

Motion to approve temporary waiver of Facade Grant Program provision #3 to allow downtown businesses and non-residential property owners to apply for grant funding retroactively during the pandemic, for work done from July 1, 2020 through September 6, 2021.

[CN9](#) Mark Willing, Safety & Risk Manager

Motion to approve the IT Data Services agreement between the Town and the North Carolina Division of Motor Vehicles and authorize the Interim Town Manager to sign the same.

[CN10](#) Russell Dalton, Senior Transportation Engineer

Motion to approve an Ordinance amending Section 20-166 subsection (b) with the addition of part (5), designating the first three parking spaces on the west side of North Salem Street south of Saunders Street as loading zone spaces.

[CN11](#) Michael Deaton, Water Resources Director

Motion to award Salem Street Water Main Rehabilitation contract to Mainlining America, LLC, authorize the Town Manager to execute the contact and approve corresponding Capital Project Ordinance Amendment 2021-08

[CN12](#) Craig Setzer, Interim Parks, Recreation, and Cultural Resources Director

Motion to approve an ordinance amendment changing park hours at Clairmont Park to close at 8pm year-round.

[CN13](#) Adam Stephenson, Engineering Supervisor

Motion to award a construction contract upon NCDOT concurrence, authorize the Town Manager to execute same for C-5604AA Kelly & Apex Barbecue Pedestrian Improvements and approve cooresponding Budget Ordinance Amendment 20 and Capital Project Ordinance Amendment 2021-06.

[CN14](#) Adam Stephenson, Engineering Supervisor

Motion to award a construction contract upon NCDOT concurrence, authorize the Town Manager to execute same, for EB-5895 NC 55 Sidewalk Connector and approve corresponding Capital Project Ordinance Amendment 2021-07

[CN15](#) Mitch McKinney, Deputy Chief of Police

Motion to approve funding 2nd-year renewal portion of the Apex Police Department's NC Governor's Highway Traffic Safety Program grant for equipment and staff position.

[CN16](#) Shawn Purvis, Assistant Town Manager

Motion to set the Public Hearing concerning the proposed Fiscal Year 2021-2022 Budget including expenditures for Economic Development (pursuant to NCGS 158-7.1), for Tuesday, May 25, 2021 at 6:00 p.m. at the Apex Town Hall.

## 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](#) Shannon Cox, Long Range Planning Manager  
Public hearing and possible motion regarding amendments to the Thoroughfare and Collector Street Plan map in the vicinity of Jessie Drive.

## OLD BUSINESS

## UNFINISHED BUSINESS

## NEW BUSINESS

- [NB1](#) Colleen Merays, Downtown & Small Business Development Coordinator  
Possible motion to approve the Special Event Permit requests and Town Co-Sponsorship requests for 2021.
- [NB2](#) Dianne Khin, Director of Planning and Community Development  
Possible motion to approve Tree Planting Grant Program. The Tree Planting Grant Program is designed to provide incentive funds to tenants and property owners to install trees on residential private properties within Apex's corporate limits. The grant can provide up to 100% of the cost of the tree purchase and installation, up to a maximum of \$750 per property.

## UPDATES BY TOWN MANAGER

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

## CLOSED SESSION

- [CS1](#) Steve Adams, Easement Acquisition Specialist; Shawn Purvis, Assistant Town Manager  
Possible motion to go into closed session pursuant to NCGS 143-318(a)(5) to give staff direction concerning the Town's negotiating position to acquire real property.
- [CS2](#) Laurie Hohe, Town Attorney  
Possible motion to go into closed session pursuant to NCGS 143-318.11(a)(3) to preserve attorney-client privilege.
- [CS3](#) Mary Beth Manville, Human Resources Director  
Possible motion to go into Closed Session to discuss a personnel matter

WORK SESSION

ADJOURNMENT

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: May 11, 2021

## Item Details

Presenter(s): Nicole Dozier, Mayor Pro Tem

Department(s): Governing Body for Economic Development

### Requested Motion

Mayor Pro Tem Dozier will present the 6<sup>th</sup> Annual "Think Apex Awards"

### Approval Recommended?

N/A

### Item Details

Awards will be given to the "Top Thinker" and "Honorable Mention" in the categories of: Business, Individual or Group and Non-Profit.

The "Think Apex" initiative was created in 2014 to encourage a local mindset by all parts of the Apex community, including businesses, residents and visitors. Think Apex empowers the community to celebrate, engage, play, volunteer, shop, eat and work locally.

The Think Apex Awards are intended to recognize local businesses, individuals, groups and non-profits for their dedicated service to others and to the Apex community as a whole. Nominations were received through a public, on-line application process. The nominees must be physically located in Apex and were considered for their acts of service in 2020.

All nominees were featured on the Think Apex website page and via social media. The winners have been notified.

The Council will be asked to remain seated during the presentation with only Mayor Pro Tem Dozier at the podium. Winners will come forward when their name is called to receive their award and for a quick photo.

### Attachments

- N/A



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: May 11, 2021

## Item Details

Presenter(s): Jacques K. Gilbert, Mayor

Department(s): Governing Body

### Requested Motion

Presentation of the Building Safety Proclamation

### Approval Recommended?

N/A

### Item Details

N/A

### Attachments

- Proclamation



Town of Apex, North Carolina

# Proclamation

from the Office of the Mayor

Building Safety Month 2021

WHEREAS, the Town of Apex is committed to recognizing that our growth and strength depend upon the safety and economic value of the homes, buildings, and infrastructure that serve our citizens, both in everyday life and in times of disaster; and

WHEREAS, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians - building safety and fire prevention officials, design professionals, builders, tradespeople, laborers, and others in the construction industry - who work year-round to ensure the safe construction of buildings; and

WHEREAS, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, and federal officials who are experts in the build environment to create and implement the highest quality codes to protect us in the buildings where we live, learn, work, and play; and

WHEREAS, these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods, and earthquakes; and

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role our communities' largely unknown protectors of public safety - our local code officials - who assure us of safe, sustainable, energy efficient and livable buildings that are essential to America's prosperity; and

WHEREAS, "Prevent, Prepare, Protect. Building Codes Save", the theme for Building Safety Month 2021, encourages all Americans to raise awareness about the importance of safe and resilient construction, fire prevention, disaster mitigation, energy conservation, water safety, training the next generation, and new technologies in the construction industry; and

WHEREAS, each year in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience, and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus, and federal agencies in protecting lives and property.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of the Town of Apex, do hereby proclaim the month of May 2021 as Building Safety Month and encourage our citizens to join with their community in celebration of Building Safety 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 11th day of May 2021.

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: May 11, 2021

## Item Details

Presenter(s): Jacques K. Gilbert, Mayor

Department(s): Governing Body

### Requested Motion

Presentation of National Police Week 2021 Proclamation

### Approval Recommended?

N/A

### Item Details

N/A

### Attachments

- Proclamation



Town of Apex, North Carolina

# Proclamation

from the Office of the Mayor

NATIONAL POLICE WEEK 2021

WHEREAS, Congress and the President of the United States have designated May 15, 2021 as "Peace Officers Memorial Day" and the week in which it falls as "National Police Week"; and

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Apex Police Department; and

WHEREAS, the members of our law enforcement agency, the Apex Police Department, play an essential role in safeguarding the rights and freedoms of our Town, and the members of our law enforcement agency recognize their duty to serve the people, ensuring all people are treated with dignity and respect; and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 33<sup>rd</sup> Annual Candlelight Vigil on the evening of May 13, 2021; and

WHEREAS, in moments of danger and uncertainty, the first people we turn to are law enforcement officers. These often unsung heroes risk their lives and sacrifice precious time with loved ones so that our community members can live in peace and security; and

WHEREAS, more than that, they are leaders in their communities, serving as mentors, coaches, friends, and neighbors working tirelessly each day to ensure that the people they serve have the opportunities that should be afforded to all people. In honor of all they do, we must give these dedicated professionals the support and appreciation they deserve; and

WHEREAS, Apex Town Council continues to work to ensure Apex Police Department has the resources required to hire, train, and retain officers, provide officers with modern and necessary equipment, and utilize technology to enhance their communication networks and compassionate policing; and

WHEREAS, we understand the strong community relationships are essential for law enforcement to do their jobs effectively. We have held community meetings and supported initiatives bringing law enforcement, academia, youth, civil rights, and community leaders to the table for problem solving while building community trust. Law enforcement officials care deeply about their communities, and together with our partners in law enforcement, we must work to build up our neighborhoods, prevent crime before it happens, and provide opportunity for all people to be healthy and engaged; and

WHEREAS, it takes a special kind of courage to be a peace officer. We hold up those who wear the badge honorably as heroes. Though they too often spend their days witnessing people in crisis, in their extraordinary examples, we see Apex at its best; and

WHEREAS, on this day and throughout this week, let us celebrate those who nobly serve each day and remember those who made the ultimate sacrifice to move our community, nation, and world toward peace and safety; and

WHEREAS, it is important for all citizens to know and understand the duties, responsibilities, hazards, and sacrifices of police officers. I further call upon all citizens to observe May 15, 2021 as "Peace Officers Memorial Day" to honor our law enforcement officers who have made the ultimate sacrifice to their community or have been disabled in the performance of their duties.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of the Town of Apex, North Carolina, call upon our citizens to observe the week of May 9 through May 15, 2021 as "National Police Week" recognizing all law enforcement officers, past and present, who by their faithful and loyal devotion to their responsibilities, have rendered a dedicated compassionate service to their communities.

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 11th day of May 2021

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Jacques K. Gilbert, Mayor

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 11, 2021

## Item Details

Presenter(s): Donna B. Hosch, Town Clerk

Department(s): Office of the Town Clerk

### Requested Motion

Motion to approve Minutes of the April 13, 2021 Regular Council Meeting

### Approval Recommended?

Yes

### Item Details

N/A

## Attachments

- 2021.04.13 Regular Meeting Minutes





## | REGULAR TOWN COUNCIL MEETING

April 13, 2021 at 6:00 PM  
Council Chamber at Apex Town Hall, 73 Hunter Street

### 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

In attendance were Mayor Jacques K. Gilbert and Council Members Audra M. Killingsworth, Brett D. Gantt, Cheryl F. Stallings, and Terry Mahaffey. Also in attendance were Interim Town Manager Ralph Clark, Assistant Town Managers Shawn Purvis and Marty Stone, Town Clerk Donna B. Hosch, and Town Attorney Laurie L. Hohe. Absent was Mayor Pro Tem Nicole L. Dozier.

### COMMENCEMENT

Mayor Gilbert called the meeting to order and led the Invocation followed by the Pledge of Allegiance.

### PRESENTATIONS

PR1 Tony Godwin, Interim Chief of Police

Presentation of National Telecommunicator Week 2021 Proclamation

Staff recognized the Telecommunicators, an important function of Police operations. He outlined the work that they do, handling 67,000 calls in 2020, a 62% increase in the past five years. Calls into the center are answered in less than ten seconds. Wayne Faber joined Interim Chief Godwin to receive the Proclamation from the Mayor. Telecommunicator Faber recited a few stories about his work after which the Council shared in the reading of the Proclamation before its presentation to Faber.

PR2 Jacques K. Gilbert, Mayor

Presentation of Earth Day 2021 Proclamation

Council joined the Mayor in the reading of the Proclamation.

CONSENT AGENDA

- CN1 Donna Hosch, Town Clerk and Tesa Silver, Deputy Town Clerk  
Minutes of the March 18, 2021 Special Council Meeting, the March 23, 2021 Regular Council Meeting, the March 25, 2021 Special Council Meeting, and the March 31, 2021 Special Council Meeting
- CN2 Donna Hosch, Town Clerk  
Ordinance amending Section 6-67 of the Town Code to authorize the Town Clerk to process plot sales in the Apex Cemetery
- CN3 Donna Hosch, Town Clerk  
Resolution authorizing the Town Clerk to process plot sales in the Apex Cemetery
- CN4 Jacques K. Gilbert, Mayor  
Appoint Council Member Terry Mahaffey as the Council's voting member for the North Carolina League of Municipalities and Interim Town Manager Ralph Clark as the alternate voting member
- CN5 Marty Stone, Assistant Town Manager  
Encroachment agreement between the Town and property owners Siddharth Singhvi and wife Anjul Singhvi to install a private fence that will encroach 360 S.F. onto the Town's 20' Public Sanitary Sewer Easement and authorize the Town Manager to execute the same
- CN6 Shelly Mayo, Planner II  
Statement of the Town Council and Ordinance for Rezoning Application #20CZ12 Felton Grove High School located at 8550 Stephenson Road. The applicant is Betty Parker for Wake County Board of Education
- CN7 Amanda Bunce, Current Planning Manager  
Statement of the Apex Town Council pursuant to G.S. 160D-605(a) addressing action on the Unified Development Ordinance (UDO) Amendment of March 25, 2021
- CN8 Sarah Van Every, Senior Planner  
Set Public Hearing for the April 27, 2021 Town Council meeting regarding Rezoning Application #21CZ08 Cash Corporate Center. The applicant, Town of Apex/Jack 1, LLC., seeks to rezone approximately 121.30 acres located at 0 Pristine Water Drive, 2100 Production Drive, 0 and 1201 Burma Drive (PINs 0751138504, 0751244221, 0751143089 and a portion of former PIN 0751136687) from Light Industrial-Conditional Zoning (LI-CZ #18CZ19) to Light Industrial-Conditional Zoning (LI-CZ).

- CN9 Marty Stone, PE, Assistant Town Manager  
Budget Ordinance Amendment No. 17 which appropriates funds to pay amounts due under the first amendment to the Utility Infrastructure Reimbursement Agreement with WS-JPA, LLC and which authorizes a transfer of funds from the Water Sewer HB 463 Capital Fund to fund the payment
- CN10 Dianne Khin, Director of Planning and Community Development  
Ordinance correcting, replacing, and superseding original Annexation Ordinance No. 2020-1215-25 approved by Town Council December 15, 2020
- CN11 Liz Loftin, Senior Planner  
Statement of the Town Council and Ordinance for Rezoning Case #21CZ02, Abbey Spring PUD, Isabel Worthy Mattox, petitioner, for the property located at 0 W. Williams Street (PIN 0742026247)
- CN12 Vance Holloman, Finance Director  
Proposal from Pinnacle Bank in connection with the sale and issuance of a general obligation bond of the Town of Apex, North Carolina
- CN13 Adam Stephenson, Engineering Supervisor  
Construction contract and authorization for the Town Manager to execute same for EB-6019 Laura Duncan Road Pedestrian Improvements
- CN14 Craig Setzer, Interim Director, Parks, Recreation and Cultural Resources  
Appoint Mary Lee Blatchford as the new senior citizen representative for the Parks, Recreation and Cultural Resources Advisory Commission
- CN15 Adam Stephenson, Engineering Supervisor  
Resolution authorizing dedication of public right of way and granting a permanent maintenance easement to the NC Department of Transportation
- CN16 Megan Pendell, Sustainability Coordinator  
Appoint Kimberly Pierson and Patrick Adams as new members on the Environmental Advisory Board (EAB)
- CN17 Megan Pendell, Sustainability Coordinator  
Appointment of Chair and Vice-Chair positions on the Environmental Advisory Board (EAB)
- CN18 Michael Deaton, Water Resources Director  
Water main construction contract to JSmith Civil, LLC and authorization for the Town Manager to execute the contract on behalf of the Town

CN19 Michael Deaton, Water Resources Director

Fee-in-lieu for 482 linear feet of 12" watermain as part of the Jordan Lutheran Church development. Due to water quality (long dead end line with no services), this section of water should not be permitted and built at this time. Once development occurs at adjacent properties and this section of water is required, the fee-in-lieu funds can be utilized.

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

The motion carried by a 4-0 vote.

#### REGULAR MEETING AGENDA

Mayor Gilbert stated that staff requested to remove New Business 03, Development Agreement with BIN – APEX LLC, from the Agenda.

Mayor Gilbert called for a motion to adopt the Regular Agenda. Council Member Mahaffey made the motion with the stated revision; Council Member Stallings seconded the motion.

The motion carried by a 4-0 vote.

#### PUBLIC FORUM

Maria DeJesus, domestic violence survivor, thanked the Mayor and PD for their assistance in the past. She stated she was aware the Town could not release personal information. She, instead, was asking for public evidence in seeking justice for issues related to matters against the Apex PD. She spoke about being grateful to live in Apex and wanting to make the Town better and for it to be the example. She did not want to continue hearing the Town being degraded. Ms. DeJesus expressed desire to set up a meeting with the Mayor and/or Council to discuss what can be done in the community in relation to the Police Department.

Nikola Phoenix, Peak of the Vine, spoke about a sound barrier between his property and the neighborhood. He wanted a spot cleared where food trucks may be parked, not taking up parking lot spaces. He asked for an electrical outlet to be installed close to his property.

## PUBLIC HEARINGS

PH1 Dianne Khin, Director of Planning and Community Development

Ordinance on the Question of Annexation - Apex Town Council's intent to annex Jordan Lutheran Church property containing 6.22 acres located at 1201 Chapel Ridge Road, Annexation #708 into the Town's corporate limits

Staff oriented Council to the site and stated that staff recommended approval.

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

Mayor Gilbert called for a motion. Council Member Mahaffey made the motion to adopt the Ordinance; Council Member Killingsworth seconded the motion.

The motion carried by a 4-0 vote.

PH2 Dianne Khin, Director of Planning and Community Development

Ordinance on the Question of Annexation - Apex Town Council's intent to annex MFW Investments, LLC (portion of PIN #0751 21 6689 located at 0 East Williams Street), Trinity Apex North 100, LLC (portion of PIN #0751 32 3228 located at 5125 Jessie Drive) and Horton Park MF, LLC (portion of PIN #0751 31 9308 located at 5101 Jessie Drive) properties (Horton Park PUD), as recorded in Book of Maps 2021 Pages 128-134 containing  $\pm 1.139$  acres, Annexation #709 into the Town's corporate limits

Staff oriented Council to the site, stating that the majority of Horton Park had already been annexed. This was a clean up to get the small parcels annexed which were originally left out. Staff recommended approval.

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

Mayor Gilbert called for a motion. Council Member Gant made the motion to adopt the Ordinance; Council Member Stallings seconded the motion.

The motion carried by a 4-0 vote.

PH3 Shelly Mayo, Planner II

Quasi-Judicial regarding a Major Site Plan for Felton Grove High School located at 8550 Stephenson Road

Staff stated the requestor asked for this Hearing to be continued to the April 27, 2021 Regular Council Meeting.

Mayor Gilbert called for a motion. Council Member Killingsworth made the motion to continue the Public Hearing to the April 27, 2021 Regular Meeting; Council

Member Stallings seconded the motion.

The motion carried by a 4-0 vote.

PH4 Amanda Bunce, Current Planning Manager

Various amendments to the Unified Development Ordinance (UDO)

Staff oriented Council to the various amendments. Staff answered Council questions related to uses which may have been/were grandfathered and special use permit allowances. The Planning Board recommended approval.

Staff answered questions related to typographical errors and explained how these are found and when they are brought before Council.

Staff Ben Bronstein read a public comment which was emailed supporting the use.

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

The motion carried by a 4-0 vote.

PH5 Jenna Shouse, Long Range Planner II

Text amendments to Advance Apex: The 2045 Transportation Plan and Bike Apex: The Comprehensive Bicycle Plan to clarify that street-side greenways are recreational facilities

Staff oriented Council to the amendments. Planning staff, the Parks and Recreation and Cultural Resources staff, and the Planning Board all recommended approval.

Staff answered Council questions related to sidepaths and sidewalks and clarification of language.

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

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

The motion carried by a 4-0 vote.

#### OLD BUSINESS

OB1 Vance Holloman, Finance Director

Bond order authorizing the issuance of up to \$42 million of Street and Sidewalk Improvement Bonds subject to the approval of voters by referendum on November 2, 2021, directing the Finance Officer to file with the Town Clerk a Sworn Statement of Debt and a Statement of Total Estimated Interest, and calling for a public hearing on April 27, 2021 concerning the validity and necessity of the bonds

Staff stated the Resolution would move forward the process of possibly authorizing and issuing up to \$42 million of street and sidewalk bonds. He stated the three processes which would follow adoption of the Resolution. He stated the authorizations and processes which have occurred as a result of Council's previous action.

Staff and our Bond Counsel discussed uncertainty about the referendum date. None of the attorneys were aware of any legislation introduced which would prevent the Town from having this Referendum in November. However, he suggested that at the Council Meeting on April 27<sup>th</sup> that we might elect to defer establishing the date of the Referendum. The other actions could be addressed and would allow LGC approval of the bonds. Staff clarified for Council the order of the forthcoming processes and actions. Council stated that from what he was hearing, he was confident we would have an election in November.

Mayor Gilbert called for a motion. Council Member Mahaffey made the motion to approve the request as presented but removing the November 2, 2021 date;

Council Member Killingsworth seconded the motion.

The motion carried by a 4-0 vote.

OB2 Vance Holloman, Finance Director

Guidelines for the Town's Customer Assistance Program, an agreement with Western Wake Crisis Ministries to assist the Town in determining eligibility of customers to participate in the program, and authorizing staff to execute the agreement. Also, Budget Ordinance Amendment No. 18 which appropriated funds to provide assistance to eligible customers and pay associated administrative cost.

Staff stated this program would help those having difficulty paying their utility bills because of COVID. Our past due accounts are up a bit since January. He explained the percentages of revenue and how payments are allocated to the various Funds. 1,842 accounts are currently in jeopardy of disconnection, the average balances increasing. Payment plans continue to increase, and staff spoke about the length of the payment plans. The stipulations of how funds would be added to customer accounts was stated as well as how disconnections could be deferred. Western Wake's role was outlined.

Staff answered Council questions from conversation which ensued related to prorating amounts according to incomes.

Council Member Killingsworth stated that because she was on the Board for Western Wake, she would not comment and would recuse herself from the vote. Responding to Council, staff stated we would look into extending allowances to Duke customers. Conversation ensued as to legislative regulations as to how monies could be spent.

Council asked to continue this matter to the next meeting to allow for more discussion on extending a cutoff date and prorating amounts.

Mayor Gilbert called for a motion. Council Member Gantt made the motion to continue the matter to the April 27, 2021 Council Meeting for further discussion on a cutoff date and a proration amount; Council Member Mahaffey seconded the motion.

The motion carried by a 3-0 vote.

## UNFINISHED BUSINESS

There were no Unfinished Business items for consideration.

## NEW BUSINESS

NB1 Dianne Khin, Director of Planning and Community Development

Waive two \$500 civil penalties (\$1000 total) assessed to Peak of the Vine at 301 N. Salem Street for holding outdoor events without Temporary Use Permits in December 2020

Staff oriented Council to the penalties. Staff recommended that the penalties be waived since the business had been operating in compliance at the time. There was one complaint this weekend about the food truck noise.

Mayor Gilbert called for a motion. Council Member Killingsworth made the motion to approve the request; Council Member Mahaffey seconded the motion.

Council discussion ensued about this subject matter going before a Planning Committee meeting. Council stated he understood the issues with the neighbors had gotten better and mentioned what needs to be discussed moving forward. Responding to Council, staff explained the types of temporary use permits.

The motion carried by a 4-0 vote.

NB2 Angela Reincke, Parks and Greenways Planner

Fee-in-lieu of dedication for the Yumeewarra Farm Assembly Master Subdivision Plan with credit for construction of street side greenway

Staff oriented Council to the location of the site. The Parks, Recreation, and Cultural Resources Commission recommended a fee in lieu with credit for the construction of the street side greenway.

Mayor Gilbert called for a motion. Council Member Stallings made the motion to approve the request; Council Member Gantt seconded the motion.

The motion carried by a 4-0 vote.

- NB3 Joanna Helms, Director, Economic Development  
Development Agreement with BIN – APEX LLC and to authorization for the Town Manager to execute the same

*This item was removed from the Agenda as requested by staff.*

#### UPDATES BY TOWN MANAGER

- TM1 Ralph Clark, Interim Town Manager  
Updates on Town operations by Interim Town Manager Ralph Clark

Staff stated:

- The Senior Center opening would be delayed to about early August due to the inability to receive the materials to finish the flooring.
- He presented a list of initiatives/programs outside of the normal business operation, primarily hoping this type of list would be of assistance to the new incoming manager and to the Council.
- Garner is the only municipality interested in early voting, with nothing beyond five days. He presented our early voting figures from the last election. After some discussion, Council stated Apex wished early voting for eight days, regardless of what Garner decides to do.
- The American Legion wanted to install emblem poles around the 911 memorial downtown, and renditions had been submitted. Staff clarified the planting plans in the area. Council was in full support of this project with collaboration with the Planning Department.
- Idling of the trains was checked into and would be monitored. Hopefully, this was an isolated incident.
- The advertisement for the Police Chief went out this week. This will coordinate with Council schedules and the new manager being in place so that s/he would be a part of this process. There was discussion about a possible second interim Police Chief, staff explaining that the current interim Police Chief's time would be monitored/adjusted to ensure any extension of his time with us.

#### WORK SESSION

- WS1 Mayor and Town Council  
Discussion regarding the impact of new residential development on school capacity

The Mayor stated this was a matter of importance and that everyone involved wanted what was best for the community. The Mayor stated he had questions from Council to the School System.

Marcella Rorie, Long Range Planning, shared information about the sizes of schools they typically build and the number of students they are able to handle. Capp Schools are a short-term solution to overcrowded schools. Conversation ensued about voluntary reassignments. Betty Parker, Real Estate Services, spoke about the current school opening schedule.

Council conversation ensued about the overcrowding of schools seeming to be getting worse. Ms. Parker stated they are looking for more locations in Apex with Planning providing some input. She talked about what they would be looking for in a site. They are being outpaced across the counties with how many projects they can/do start vs. the number of developments coming on line. The market is responding to this with charter schools and home schooling. Ms. Rorie stated they meet with Planning staff annually for whatever is on the books as far as developments. With new schools, they also look at innovative swing spaces. Explained was the process when an existing school is renovated. Ms. Parker talked about their seven-year CIP process and their reassignment options. She explained the intricacies of multi-track, year-round schools.

There was discussion about most parents wanting their children to attend public schools, particularly in Wake County. Explained was how charter schools decrease funding to public schools. Transportation (buses) are run as efficiently as possible. There is a 1 ½ mile walk zone around the schools if this can be safely navigated by students.

Council asked how many students attend Apex schools who don't live in Apex. Ms. Parker will get back to Council with that answer. If Apex stops development and other municipalities don't and empty seats arise in Apex, those seats would be filled by surrounding municipality students. Ms. Parker spoke about enrollment forecasts.

Question arose -- will denying residential in Apex affect school capacity? Ms. Parker responded that there are so many variables that there is no clear answer. Council asked what else can we do? Council talked about more swing schools and modular schools. Council asked about decreasing our

requirements to increase capacity. Council stated we would be glad to get help with certain DOT recommendations.

Questions from the development community were addressed, with there being more conversation about types of schools and capacity. Brendie Vega, WithersRavenel, spoke about Council needing to be clear on what it wants. There was no indication of non-support except from one Council Member when Council was first approached with this. Council talked briefly about moratoriums and project sizes.

Mayor Gilbert thanked all for the discussion. The Interim Town Manager asked Council to allow staff to do further investigation into the situation and get back to them.

#### CLOSED SESSION

CS1 Steve Adams, Easement Acquisition Specialist; Shawn Purvis, Assistant Town Manager  
Pursuant to NCGS 143-318(a)(5) to give staff direction concerning the Town's negotiating position to acquire real property

Mayor Gilbert called for a motion to go into Closed Session. Council Member Stallings made the motion; Council Member Killingsworth seconded the motion.

The motion carried by a 4-0 vote.

With no objection from Council, Mayor Gilbert called for a return to Open Session.

#### ADJOURNMENT

With no further business and without objection from Council, Mayor Gilbert adjourned the meeting.

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Donna B. Hosch, MMC, Town Clerk

ATTEST:

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Jacques K. Gilbert, Mayor

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# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 11, 2021

## Item Details

Presenter(s): Sarah Van Every, Senior Planner

Department(s): Planning & Community Development

### Requested Motion

Motion to approve Statement of the Town Council and Ordinance for Rezoning Case #21CZ08 Cash Corporate Center Amendment, Town of Apex and Jack 1, LLC, petitioners, for the properties located on 0 and 1201 Burma Drive (PINs 0751138504, 0751244221, 0751143089, and a portion of former PIN 0751136687).

### Approval Recommended?

Planning and Community Development Department recommends approval.

### Item Details

Rezoning Case #21CZ08 was approved at the April 27, 2021 Town Council meeting.

## Attachments

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



**ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 121.30 ACRES LOCATED AT 0 PRISTINE WATER DRIVE, 2100 PRODUCTION DRIVE, 0 AND 1201 BURMA DRIVE FROM LIGHT INDUSTRIAL-CONDITIONAL ZONING (LI-CZ #18CZ19) TO LIGHT INDUSTRIAL-CONDITIONAL ZONING (LI-CZ)  
#21CZ08**

**WHEREAS**, Town of Apex and Jack 1, LLC, owner/applicant (the “Applicant”), submitted a completed application for a conditional zoning on the 1<sup>st</sup> day of March 2021 (the “Application”). The proposed conditional zoning is designated #21CZ08;

**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 #21CZ08 before the Planning Board on the 12<sup>th</sup> day of April 2021;

**WHEREAS**, the Apex Planning Board held a public hearing on the 12<sup>th</sup> day of April 2021, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #21CZ08. A motion was made at the Apex Planning Board to recommend approval; the motion passed unanimously for the application for #21CZ08;

**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 #21CZ08 before the Apex Town Council on the 27<sup>rd</sup> day of April 2021;

**WHEREAS**, the Apex Town Council held a public hearing on the 27<sup>rd</sup> day of April 2021. Sarah Van Every, 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 #21CZ08 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 Industrial Employment. This designation on the 2045 Land Use Map includes the zoning district Light Industrial-Conditional Zoning (LI-CZ) and the Apex Town Council has further considered that the proposed rezoning to Light Industrial-Conditional Zoning (LI-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: The rezoning will provide flexibility necessary to ensure cohesive development plans for future Economic Development Projects; and

**WHEREAS**, the Apex Town Council by a vote of 5 and 0 approved Application #21CZ08 rezoning the subject tract located at 0 Pristine Water Drive, 2100 Production Drive, 0 and 1201 Burma Drive from Light Industrial-Conditional Zoning (LI-CZ #18CZ19) to Light industrial-Conditional Zoning (LI-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.”

**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

## Ordinance Amending the Official Zoning District Map #21CZ08

zoning classification of the “Rezoned Lands” from Light Industrial-Conditional Zoning (LI-CZ #18CZ19) to Light Industrial-Conditional Zoning (LI-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. Security of caretaker quarters              | 14. Laboratory, industrial research |
| 2. Government Service                          | 15. Machine or welding shop         |
| 3. Heliport or helipad                         | 16. Woodworking or cabinetmaking    |
| 4. Transportation facility                     | 17. Wholesaling, general            |
| 5. Utility, Minor                              | 18. Brewery                         |
| 6. Regional recreation complex                 | 19. Distillery                      |
| 7. Broadcasting station (radio and television) | 20. Dry cleaning and dyeing plant   |
| 8. Radio and television studio                 | 21. Laundry plant                   |
| 9. Medical or dental office or clinic          | 22. Manufacturing and processing    |
| 10. Medical or dental laboratory               | 23. Microbrewery                    |
| 11. Office, business or professional           | 24. Microdistillery                 |
| 12. Pilot plant                                | 25. Botanical Garden                |
| 13. Research facility                          |                                     |

### Zoning Conditions:

1. EIFS cornices and parapet trim may be used. EIFS and stucco shall not be used within four (4) feet of the ground and shall be limited to 25% of each building façade.
2. The front façade and any façade that faces a collector street shall be a minimum of 60% masonry. The remainder of such facades shall be high-quality aluminum composite metal panels or similar.
3. The developer shall dedicate 30' of public right-of-way along the southern property line for future construction of Pristine Water Drive in accordance with the Apex Transportation Plan.
4. No buffer shall be required along major and minor collector streets.
5. A continuous 10' Side Path within the public right-of-way or 10' Greenway within a 20' Public Greenway Easement shall be constructed from Burma Drive at the northern property boundary to future Production Drive at the southern property boundary.
6. The minimum parking requirement shall either be in accordance with UDO Sec. 8.3.2 *Off-Street Parking Requirements* or 1 parking space per employee on the maximum shift plus 2% additional for visitors, whichever is greater.
7. With the exception of development on Lots 1 and 2 (PINs 075124421 and 075114308), each development shall provide two (2) electric vehicle charging spaces. These spaces count toward minimum parking standards.
8. Greenhouses accessory to a Research facility shall be exempt from the following:

**Ordinance Amending the Official Zoning District Map #21CZ08**

- a. The building material and color standards of Sec. 4.5.3 *Accessory Structures, Non-Residential Zoning Districts*; and
- b. The limitation on percent of yard area occupied and setback requirements of Sec. 5.2.7.B *Dimensional Standards for Detached Accessory Structures, Percentage of Required Yard Occupied and Required Setbacks*.

**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 #: #21CZ08

Submittal Date: \_\_\_\_\_

Insert legal description below.

**0 Production Drive****PIN # 0751136687**

BEGINNING at an existing iron pipe bearing NAD-83(2007) N.C. grid coordinate values of N=713,497.28 U.S. Survey Feet, E= 2,050,001.96 U.S. Survey Feet; thence South 24 30' 26" East, 605.21 feet to a mathematical point (not set); thence South 87 50' 56" East, 525.35 feet to an existing iron pipe; thence South 87 47' 38" East, 399.89 feet to an existing iron pipe; thence South 87 47' 30" East, 860.33 feet to an existing iron stake (bolt); thence South 87 40' 34" East, 644.33 feet to an existing iron pipe (existing iron stake witness); thence South 86 54' 14" East, 649.73 feet to an existing iron pipe (existing concrete monument witness); thence North 02 18' 58" East, 1658.75 feet to an existing concrete monument; thence North 88 36' 28" West, 1048.94 feet to an existing iron pipe; thence North 88 37' 36" West, 789.90 feet to an existing iron pipe; thence North 88 34' 50" West, 714.82 feet to an existing iron pipe; thence North 88 38' 58" West, 60.06 feet to an existing iron pipe; thence North 88 37' 07" West, 629.13 feet to an existing concrete monument; thence North 88 26' 26" West, 122.43 feet to an existing iron pipe; thence South 01 39' 26" West, 1059.71 feet to the BEGINNING containing 121.3050 acres more or less, which excludes the area contained in D.B. 11112, PG. 1446.

**2100 Production Drive****PIN # 0751244221**

Beginning at a new iron pipe, said pipe being North 88°36'36" West 515.21 feet from concrete monument, said monument having NC grid coordinates of N=714,474.6391, E=2,053,396.6293, thence from said beginning point along a curve to the left having a radius of 370.00 feet, an arc length of 110.78 feet, and a chord bearing and distance of South 03°18'36" East 110.36 feet to a new iron pipe, thence South 11°53'13" East 68.24 feet to a new iron pipe, thence South 46°39'19" West 63.68 feet to a new iron pipe, thence South 36°18'22" West 277.70 feet to a new iron pipe, thence South 58°10'29" West 158.89 feet to a new iron pipe, thence South 56°57'20" West 89.85 feet to a new iron pipe, thence South 53°55'29" West 136.26 feet to a new iron pipe, thence South 85°28'50" West 127.09 feet to a new iron pipe, thence North 49°43'33" West 179.01 feet to a new iron pipe, thence North 11°22'26" West 243.83 feet to a new iron pipe, thence North 03°02'45" West 333.46 feet to an existing iron pipe with a cap, thence South 88°37'59" East 306.37 feet to an existing iron pipe with a cap, thence South 88°36'36" East 533.72 feet to the point and place of beginning containing 10.00 acres (435,604 sq ft) more or less.

## AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: #21CZ08

Submittal Date: \_\_\_\_\_

**Insert legal description below.**

Beginning at a new iron pipe, said pipe being North 88°36'36" West 515.21 feet from concrete monument, said monument having NC grid coordinates of N=714,474.6391, E=2,053,396.6293, thence from said beginning point along a curve to the left having a radius of 370.00 feet, an arc length of 110.78 feet, and a chord bearing and distance of South 03°18'36" East 110.36 feet to a new iron pipe, thence South 11°53'13" East 68.24 feet to a new iron pipe, thence South 46°39'19" West 63.68 feet to a new iron pipe, thence South 36°18'22" West 277.70 feet to a new iron pipe, thence South 58°10'29" West 158.89 feet to a new iron pipe, thence South 56°57'20" West 89.85 feet to a new iron pipe, thence South 53°55'29" West 136.26 feet to a new iron pipe, thence South 85°28'50" West 127.09 feet to a new iron pipe, thence North 49°43'33" West 179.01 feet to a new iron pipe, thence North 11°22'26" West 243.83 feet to a new iron pipe, thence North 03°02'45" West 333.46 feet to an existing iron pipe with a cap, thence South 88°37'59" East 306.37 feet to an existing iron pipe with a cap, thence South 88°36'36" East 533.72 feet to the point and place of beginning containing 10.00 acres (435,604 sq ft) more or less.

**AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION**Application #: #21CZ08

Submittal Date: \_\_\_\_\_

Insert legal description below.

Beginning at a point, said point having NC grid coordinates (NAD 83 - 2011) of N=714,536.550, E=2,050,844.007, thence from said beginning point South 01°21'02" West 40.96 feet to a point, thence along a curve to the right having a radius of 230.00 feet, an arc length of 159.01 feet, and a chord bearing and distance of South 21°09'22" West 155.86 feet to a point, thence South 40°57'43" West 130.21 feet to a point, thence along a curve to the left having a radius of 170.00 feet, an arc length of 117.32 feet, and a chord bearing and distance of South 21°11'26" West 115.01 feet to a point, thence South 01°25'10" West 440.59 feet to a point, thence along a curve to the right having a radius of 230.00 feet, an arc length of 15.93 feet, and a chord bearing and distance of South 03°24'14" West 15.93 feet to a point, thence along a curve to the right having a radius of 55.00 feet, an arc length of 143.65 feet, and a chord bearing and distance of South 18°36'58" West 106.16 feet to a point, thence South 29°22'14" West 101.46 feet to a point, thence along a curve to the left having a radius of 170.00 feet, an arc length of 80.69 feet, and a chord bearing and distance of South 15°46'22" West 79.94 feet to a point, thence South 02°10'29" West 426.53 feet to a point, thence North 87°52'36" West 60.00 feet to a point, thence North 02°10'29" East 426.58 feet to a point, thence along a curve to the right having a radius of 230.00 feet, an arc length of 109.17 feet, and a chord bearing and distance of North 15°46'22" East 108.15 feet to a point, thence North 29°22'14" East 109.30 feet to a point, thence along a curve to the right having a radius of 55.00 feet, an arc length of 74.04 feet, and a chord bearing and distance of North 18°45'11" East 68.58 feet to a point, thence along a curve to the left having a radius of 170.00 feet, an arc length of 16.85 feet, and a chord bearing and distance of North 04°15'35" East 16.85 feet to a point, thence North 01°25'10" East 440.59 feet to a point, thence along a curve to the right having a radius of 230.00 feet, an arc length of 158.73 feet, and a chord bearing and distance of North 21°11'26" East 155.60 feet to a point, thence North 40°57'43" East 130.21 feet to a point, thence along a curve to the left having a radius of 170.00 feet, an arc length of 117.53 feet, and a chord bearing and distance of North 21°09'22" East 115.20 feet to a point, thence North 01°21'02" East 40.95 feet to a point, thence South 88°39'34" East 60.00 feet to the point and place of beginning containing 2.310 acres (100,642 SF) more or less.

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 11, 2021

## Item Details

Presenter(s): Lauren Staudenmaier, Planner I

Department(s): Planning & Community Development

### Requested Motion

Motion to set Public Hearing for the May 25, 2021 Town Council meeting regarding Rezoning Application #21CZ05 Friendship Storage. The applicant, Terco Properties, seeks to rezone approximately 9.09 acres located at 0 Friendship Road and 2109 Old US 1 Highway (PINs 0730196547 & 0730197850) from Rural Residential (RR) to Tech/Flex-Conditional Zoning (TF-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 #: 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: 9.09

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: Cool Pools NC LLC & Neverosky, Derek

Address: 0 Friendship Rd & 2109 Old US Hwy 1

City: Apex

State: NC

Zip: 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.

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## 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

04.28.21

### **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 LI 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 OWNERS**Application #: 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.	COOL POOLS NC 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

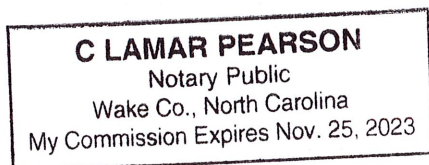
I, WILLIAM G. DANIEL, certify that this is an accurate listing of all property owners and property owners within 300' of the subject property.

Date: 2/26/2021By: William G. Daniel

COUNTY OF WAKE STATE OF NORTH CAROLINA

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

**CERTIFIED LIST OF NEIGHBORING PROPERTY OWNERS**Application #: 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.	COOL POOLS NC, LLC	0730096271
2.	LAWRENCE, KEVIN LOUIS LAWRENCE, TAMMY DENTON	0730181939
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
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: 2/26/2021By: William G. Daniel

COUNTY OF WAKE STATE OF NORTH CAROLINA

Sworn and subscribed before me, Clamar Pearson, a Notary Public for the above State and County, on this the 26th day of February, 2021

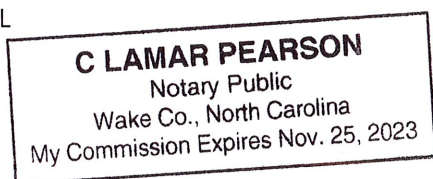
Clamar Pearson

Notary Public

Clamar Pearson

Print Name

SEAL

My Commission Expires: 11/25/2023

## AGENT AUTHORIZATION FORM

Application #: 21CZ05

Submittal Date: March 1, 2021

Cool Pools NC 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

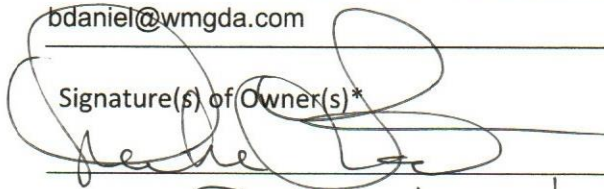
Agent Name: William Daniel

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)\*



Richene Levent

Type or print name

Feb. 19, 2021

Date

Type or print name

Date

Attach additional sheets if there are additional owners.

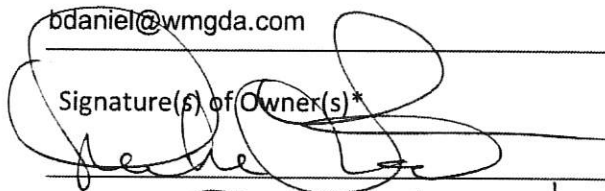
\*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

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.

**AGENT AUTHORIZATION FORM**Application #: 21CZ05Submittal Date: March 1, 2021

Cool Pools NC 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 RoadThe 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.comSignature(s) of Owner(s)\*  
Richere Levert

Type or print name

Feb. 19, 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 #: 21CZ05Submittal Date: March 1, 2021

The undersigned, Cool Pools NC 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 4/25/2018, and recorded in the Wake County Register of Deeds Office on 4/25/2018, in Book 17107 Page 821.
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 4/25/2018, 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 4/25/2018, 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 19 day of FEB, 2021.

(seal)

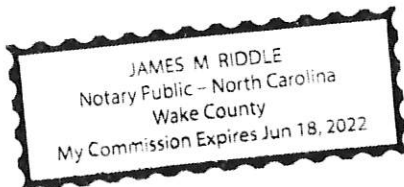
Richere Levert

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 RICHIERE LEVERT, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's KNOWN, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.



[NOTARY SEAL]

James M. Riddle

Notary Public

State of North Carolina

My Commission Expires: JUNE 18, 2022

**AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION**

Application #: 21CZ05

Submittal Date: March 1, 2021

**Insert legal description below.**

PIN: 0730196547

BEGINNING at an iron pipe, the northeast corner of the tract described herein and the southeast corner of now or formerly Derek A. Neverosky, runs thence South 00 degrees 05 minutes 51 seconds East 116.26 feet to an iron pipe in the northern right of way of CSX Railroad (formerly Seaboard Coastline Railroad); runs thence with said right of way South 65 degrees 00 minutes 31 seconds West 882.00 feet to an iron pipe, the Grantee's "Old Lot 2" southeast corner; runs thence with the eastern lines of the Grantee's "Old Lot 2" and now or formerly Billy E. Stroup and Annie Stroup North 06 degrees 04 minutes 59 seconds East a total of 363.21 feet to an iron pipe, the southwest corner for now or formerly Derek A. Neverosky; runs thence with Neverosky's southern line North 80 degrees 28 minutes 10 seconds East 771.38 feet to the point of beginning, containing 4.16 acres as shown on "Recombination Plat, Lots 2-2A, Property of Cool Pools NC, Inc. & Property of Arlene G. And Caswell A. Evans Jr." recorded in Book of Maps 2018 page 134, Wake County Registry.

# AGENT AUTHORIZATION FORM

Application #: 21CZ05

Submittal 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 1

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):\*

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)

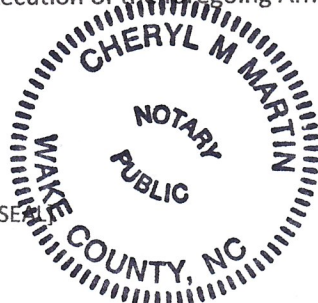
Derek Anthony Neverosky

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](http://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#

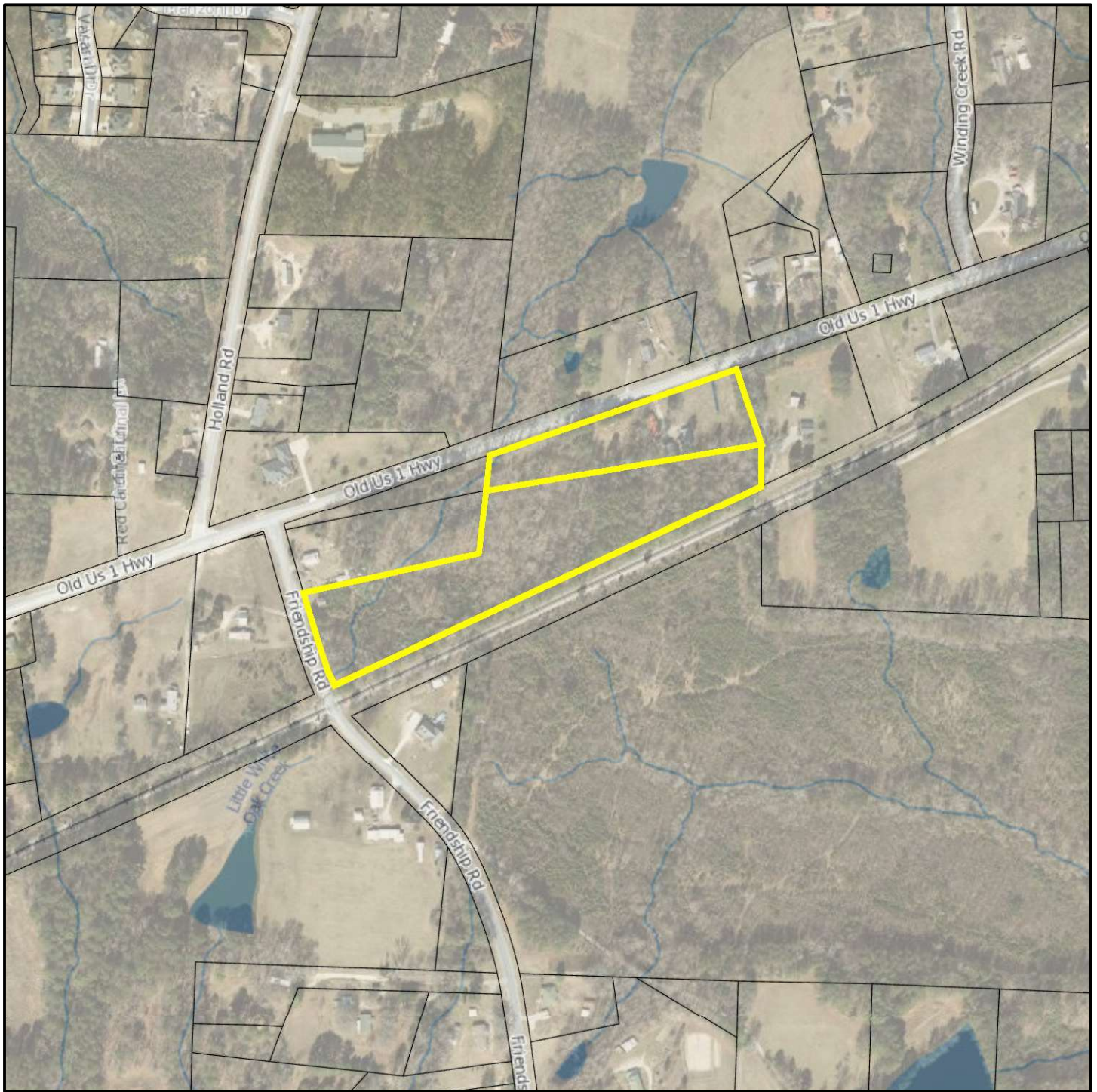
Date of meeting\*\*: February 25, 2021

Time of meeting\*\*: 5:00 - 7:00

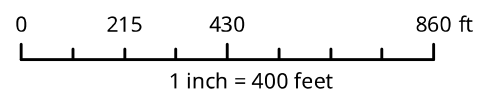
## MEETING AGENDA TIMES:

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.					
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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

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:

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.

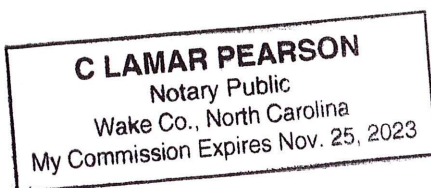
2/26/2021  
Date

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

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 11, 2021

## Item Details

Presenter(s): Liz Loftin, Senior Planner

Department(s): Planning & Community Development

### Requested Motion

Motion to set Public Hearing for the May 25, 2021 Town Council meeting regarding Rezoning Application #21CZ06 Jenks Road Office & Veterinary Hospital. The applicant, Daniel Shultz, Peak 360, LLC, seeks to rezone approximately 6.69 acres located at 7825 and 7809 Jenks Road (PINs 0722886419 & 0722888770) from Rural Residential (RR) to Neighborhood Business-Conditional Zoning (B1-CZ).

### Approval Recommended?

The Planning and Community Development Department recommends approval.

### Item Details

### Attachments

- Vicinity Map
- Application





Rezoning #21CZ06

Castlereagh North

Caitlin Pond

Lake Marsha



# (REZONING) PETITION TO AMEND THE OFFICIAL ZONING DISTRICT MAP & 2045 LAND USE MAP AMENDMENT



## REZONING PETITION SUBMISSION:

Applications are due by 12:00 pm on the first business day of each month. See the [Rezoning Schedule](#) on the website for details.

## REZONING PETITION FEES:

Conditional Zoning: \$900.00

Rezoning: \$600.00\*

2045 Land Use Map Amendment: \$700.00

\* No zoning conditions may be added to address concerns of staff, adjacent property owners, Planning Board, or Town Council

**PRE-APPLICATION MEETING:** Separate pre-application meetings with the Technical Review Committee (TRC) and the Environmental Advisory Board (EAB) are required to be scheduled prior to the submittal of a PD Plan for PUD-CZ.

Pre-application meetings with the TRC are typically scheduled during regular business hours on the 1<sup>st</sup>, 2<sup>nd</sup>, and 5<sup>th</sup> Thursdays of the month and pre-application meetings with the EAB are held at 6 p.m. on the 3<sup>rd</sup> Thursday of the month during the regularly scheduled EAB meeting.

To schedule a meeting, applicants must e-mail a pdf map of the parcel(s) to be rezoned and a completed [Rezoning Pre-Application Meeting Request](#) form to Planner Lauren Staudenmaier ([lauren.staudenmaier@apexnc.org](mailto:lauren.staudenmaier@apexnc.org)) no later than five (5) working days prior to the desired meeting day.

**PURPOSE OF A CONDITIONAL ZONING:** Conditional Zoning (CZ) Districts are zoning districts in which the development and use of property is subject to the ordinance standards applicable to the corresponding general use district as well as additional rules, regulations, and conditions that are imposed as part of the legislative decision creating the district. A Conditional Zoning (CZ) District allows particular uses to be established only in accordance with site specific standards and conditions pertaining to each individual development project. All site-specific standards and conditions must be consistent with the objectives of these regulations, the adopted 2045 Land Use Map, and adopted area plans. The review process established in this part provides for the accommodation of such uses by a reclassification of property into a CZ District, subject to site-specific standards and conditions.

**NEIGHBORHOOD MEETING:** Neighborhood meetings are required per UDO Section 2.2.7 prior to application submission. The applicant is required to notify property owners and any neighborhood association that represents citizens within that area within 300 feet of the subject property via first class mail a minimum of 10 days in advance of the neighborhood meeting. The applicant shall use their own return address on the envelopes as the meeting is a private meeting between the developer and the neighbors. The applicant shall submit the "Certified List of Neighboring Property Owners" and "Neighborhood Meeting Packet" forms included in this application packet with their initial submittal. The Neighborhood Meeting Packet is located at the very end of this document.

**ANNEXATION REQUIREMENTS:** If a property or portion thereof subject to this rezoning is outside the corporate limits and ETJ, an [annexation petition](#) is **required** to be submitted on the same day as this application.

## Electronic Submittal Requirements (submit in IDT): [Click here to access IDT Plans Website](#)

- Upload one full copy of the application and other sheets listed below via IDT.

## Hard Copy Submittal Requirements: Submit to Planning Department

- One (1) original Rezoning Petition Application
- Petition Fee
- Legal Description (metes and bounds)
- Certified List of Neighboring Property Owners within 300 feet of subject property
- Agent Authorization Form
- Neighborhood Meeting Packet
- If applicable: Annexation Petition, map, legal description and \$200.00 fee
- Two (2) sets of envelopes addressed to Certified List of Neighboring Property Owners and HOAs within 300 feet of subject property. An additional set of envelopes may be required based on the timing of the Planning Board and Town Council meetings.
  - Addresses must be from a current list obtained from the Wake County GIS Map Services. A buffer report service is offered for \$1 per page. Please contact them at 919-856-6360 or <http://www.wakegov.com/gis/services/Pages/gisservices.aspx>
  - Affixed with first class stamps & the following return address:  
Town of Apex Planning Department  
P.O. Box 250  
Apex, NC 27502

**NEIGHBORHOOD MEETING:** Neighborhood meetings are required per UDO Section 2.2.7 prior to application submission. The applicant is required to notify property owners and any neighborhood association that represents citizens within that area within 300 feet of the subject property via first class mail a minimum of 10 days in advance of the neighborhood meeting. The applicant shall use their own return address on the envelopes as the meeting is a private meeting between the developer and the neighbors. In their initial submittal, the applicant shall submit the "Certified List of Neighboring Property Owners" and "Neighborhood Meeting Packet" forms included in this application packet. The Neighborhood Meeting Packet is located at the very end of this document.

**REVIEW FOR SUFFICIENCY:** Incomplete plans will be returned to the applicant and sufficiently complete applications are forwarded to the planning staff for review.

**REVIEW BY STAFF:** Planning staff reviews the application to determine compliance with the Unified Development Ordinance (UDO). If the application is determined not to be compliant with the UDO, comments will be sent to the applicant. The applicant must address all staff comments before any public hearings are scheduled.

**PUBLIC HEARING NOTIFICATION:** Notification of the public hearing will take place by three different methods. A written notice will be sent to nearby property owners not more than 25 days nor less than 14 days prior to the public hearings, as required by the UDO. The Planning Department will prepare these written notifications for all property owners of the land subject to the application and all property owners within 300 feet of the land subject to the application. A notice will be published on the Town of Apex website ([www.apexnc.org](http://www.apexnc.org)) no less than 10 days, but not more than 25 days, prior to the public hearings, and a notice will be posted at the land subject to the application at least 14 days prior to the public hearings.

**1<sup>ST</sup> PUBLIC HEARING/PLANNING BOARD MEETING:** The Planning Board will consider the application, relevant support materials, the Staff Report and public testimony given at the public hearing. After the public hearing the Planning Board will make a recommendation to the Town Council. The Planning Board may recommend approval, approval with conditions or disapproval. The application is then forwarded to the Town Council. The Planning Board meets at 4:30 p.m. in the Town Hall Council Chambers on the date indicated on the Rezoning Schedule.

**2<sup>ND</sup> PUBLIC HEARING/TOWN COUNCIL MEETING:** The Town Council will consider the application, relevant support materials, the Staff Report, the Planning Board recommendation and public testimony given at the public hearing. After the public hearing the Town Council will vote to approve, approve with conditions or disapprove the rezoning. The Town Council meets at 6:00 p.m. in the Town Council Chambers on the date indicated on the Rezoning Schedule.

## 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 #: #21CZ06 Submittal Date: March 1, 2021  
2045 LUM Amendment: n/a Fee Paid: paid \$900

### Project Information

Project Name: Jenks Road Office and Veterinary Hospital  
Address(es): 7825 & 7809 Jenks Rd, Apex, NC 27523  
PIN(s): 0722-88-6419  
0722-88-8770 Acreage: 6.69  
Current Zoning: RR Proposed Zoning: B1-CZ  
Current 2045 LUM Designation: Commercial Services, Office Employment, High Density Residential  
Proposed 2045 LUM Designation: \_\_\_\_\_  
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: Peak 360, LLC att: Daniel Shultz  
Address: 7709 Green Level Church Road  
City: Apex State: NC Zip: 27523  
Phone: (919) 462-8989 x 107 E-mail: daniel@caryervet.com

### Owner Information

Name: Ronald Hobbs & Worth McMains  
Address: 201 Trewlawney Ln (Hobbs) & 7809 Jenks Rd (McMains)  
City: Cary (Hobbs) & Apex (McMains) State: NC Zip: 27519 (H) & 27523 (M)  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

### Agent Information

Name: Peak Engineering & Design, att: Jeff Roach  
Address: 1125 Apex Peakway  
City: Apex State: NC Zip: 27502  
Phone: (919) 439-0100 E-mail: jroach@peakengineering.com  
Other contacts: jedwards@peakengineering.com  
dwoods@peakengineering.com

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

Application #: #21CZ06 #21#

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

Current 2045 Land Use Classification:

Proposed 2045 Land Use Classification:

N/A

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 #:

#21CZ06

Submittal Date:

March 1, 2021

An application has been duly filed requesting that the property described in this application be rezoned from RR \_\_\_\_\_ to B1-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</u>	21	<u>Grocery Specialty</u>
2	<u>Drop in-Short Term Day Care</u>	22	<u>Health/Fitness Center or Spa</u>
3	<u>Veterinary Clinic or Hospital</u>	23	<u>Newsstand or Gift Shop</u>
4	<u>Vocational School</u>	24	<u>Personal Services</u>
5	<u>Utility Minor</u>	25	<u>Pharmacy</u>
6	<u>Botanical Garden</u>	26	<u>Printing and Copying Services</u>
7	<u>Entertainment-Indoor</u>	27	<u>Real Estate Sales</u>
8	<u>Greenway</u>	28	<u>Retail Sales, General</u>
9	<u>Park, Active</u>	29	<u>Studio for Art</u>
10	<u>Park, Passive</u>	30	<u>Tailor Shop</u>
11	<u>Youth or Day Camps</u>	31	<u>Upholstery Service</u>
12	<u>Medical or Dental Office or Clinic</u>	32	<u>Pet Services</u>
13	<u>Office, Business or Professional</u>	33	<u>Microbrewery</u>
14	<u>Barber and Beauty Shop</u>	34	
15	<u>Book Store</u>	35	
16		36	
17		37	
18	<u>Financial Institution</u>	38	
19	<u>Floral Shop</u>	39	
20	<u>Greenhouse or Nursery, Retail</u>	40	

## PETITION INFORMATION

Application #:

#21CZ06

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.

See attached list of zoning conditions.

## 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 proposed residential development will not require a modification to the 2045 Land Use Map and is in keeping with the adopted plans from the Town of Apex.

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 use will have buffers and building standards which will be compatible with the surrounding uses and fit within the Town's long range plans

## PETITION INFORMATION

Application #: #21CZ06 Submittal Date: March 1, 2021

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

The proposed use will meet the required Supplemental Standards for the proposed use(s).

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 design will provide perimeter buffers, architectural controls, and utility connections to avoid impacts on the surrounding properties.

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 site is proposed to meet UDO standards for design controls, including minimization of environmentally sensitive areas, limited site impacts and reduction of clearing of perimeter vegetation.

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 site is located close to existing public facilities, including water, sewer, gas, electric and telephone. The site is adjacent to public infrastructure, including streets with easy access for emergency vehicles and personnel.

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 use will not be detrimental to the health, safety, and welfare of Apex Residents.

The use will provide a service to Apex citizens

## PETITION INFORMATION

Application #:

#21CZ06

Submittal Date:

March 1, 2021

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

The use is in keeping with the adopted plans and will not be detrimental to the adjacent property owners.

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 list of uses does not constitute a nuisance or hazard based upon the anticipated number of patrons that will utilize the service

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 will meet the standards within various sections of the Town of Apex UDO.

## **Jenks Road Office & Veterinary Hospital**

### **Conditions of Zoning**

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.
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 of access added to Jenks Road.

**CERTIFIED LIST OF NEIGHBORING PROPERTY OWNERS**Application #: #21CZ06Submittal 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.

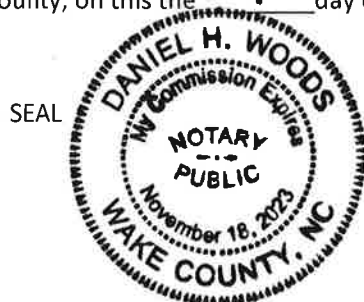
	Owner's Name	PIN
1.	See attached	
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

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

Date: 3-1-2021By: 

COUNTY OF WAKE STATE OF NORTH CAROLINA

Sworn and subscribed before me, DANIEL WOODS, a Notary Public for the above State and County, on this the 1 day of MARCH, 2021.



Notary Public

DANIEL H. WOODS

Print Name

My Commission Expires: 11/18/2023

	Owner's Name	Pin
1.	Apex Properties & Rentals LLC	0722-95-5121
2.	Brad & Michele Buckingham	0722-92-2036
3.	Ryan Carfley	0722-83-3646
4.	Margaret Cascioli Trustee Cascioli Protection Trust	0722-80-0456
5.	Xue Mei Chen	0722-81-1561
6.	Michael & Alison Cleary	0722-88-8252
7.	Jeffrey & Gayle Dworkin	0722-81-1604
8.	Zhuoran Fan & Ran Qu	0722-80-0663
9.	Brittany Ford	0722-82-2526
10.	Dana & Robin Franklin	0722-81-1582
11.	Deepali & Nitin Gautam	0722-80-0487
12.	Ronald & Janet Hobbs	0722-86-6419
13.	George & Suzanne Kissel	0722-83-3122
14.	Ashok Kumar & Rome Verma	0722-82-2504
15.	Heyward & Donna Maynard	0722-93-3615
16.	Ira Henry & Linda Maynard	0722-90-0345
17.	Daniel & Susan McMains	0722-93-3526
18.	Worth & Carey McMains	0722-88-8770
19.	Mark & Deborah Meech	0722-87-7194
20.	Naresh Mudemala & Venkata Gangavaram	0722-80-0416
21.	Lijun Pang & Liwu Liu	0722-89-9476
22.	Jae Hyung & Alicia Park	0722-81-1459
23.	Sarah & Fred Penley	0722-81-1846
24.	Venkateshkumar Ramaiyan & Thamizharasi Poongavaname	0722-80-0436
25.	Christopher & Meghann Reder	0722-89-9451
26.	Konstantin & Anna Reverdatto	0722-83-3455
27.	Priyanka & Tarun Sharma	0722-81-1407
28.	Taylor Morrison of Carolinas Inc	0722-75-5660
29.	Taylor Morrison of Carolinas Inc	0722-82-2120
30.	Taylor Morrison of Carolinas Inc	0722-82-2127
31.	Taylor Morrison of Carolinas Inc	0722-82-2163
32.	Taylor Morrison of Carolinas Inc	0722-82-2196
33.	Taylor Morrison of Carolinas Inc	0722-83-3011
34.	Taylor Morrison of Carolinas Inc	0722-83-3230
35.	Taylor Morrison of Carolinas Inc	0722-83-3263
36.	Taylor Morrison of Carolinas Inc	0722-84-4037
37.	Taylor Morrison of Carolinas Inc	0722-84-4092
38.	Taylor Morrison of Carolinas Inc	0722-84-4171
39.	Taylor Morrison of Carolinas Inc	0722-84-4196
40.	Taylor Morrison of Carolinas Inc	0722-85-5211
41.	Taylor Morrison of Carolinas Inc	0722-85-5217
42.	The Preserve at White Oak Creek Homeowners Association	0722-85-5873
43.	The Preserve at White Oak Creek Homeowners Association	0722-89-9678
44.	The Preserve at White Oak Creek Homeowners Association	0722-82-2455
45.	The Preserve at White Oak Creek Homeowners Association	0722-83-3808
46.	Eura Tunstall	0722-97-7396

# AGENT AUTHORIZATION FORM

Application #: #21CZ06

Submittal Date: March 1, 2021

Worth and Carey McMains 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: 7809 Jenks Road

The agent for this project is: Peak Engineering & Design

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

Agent Name: Jeff Roach

Address: 1125 Apex Peakway, Apex, NC 27502

Telephone Number: 919-439-0100

E-Mail Address: jroach@peakengineering.com

Signature(s) of Owner(s)\*

Worth McMains Worth McMains

Worth McMains Worth McMains

Type or print name

2-15-21

Date

Carey McMains Carey McMains

Carey McMains

Carey McMains

Type or print name

2-15-21

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 #: #21CZ06Submittal Date: March 1, 2021

The undersigned, Worth McMains (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 7809 Jenks 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 10/30/1978, and recorded in the Wake County Register of Deeds Office on 10/29/1978, in Book 2675 Page 532.
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 7809 Jenks Road, 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 7809 Jenks Road, 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 15<sup>th</sup> day of February, 2021.

Worth McMains

(seal)

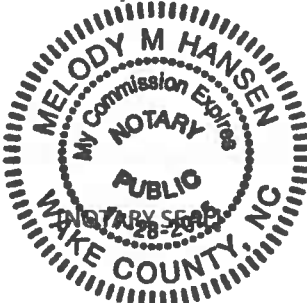
WORTH W MCMAINS

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 Worth McMains, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's Carey McMains, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.



Melody M. Hansen

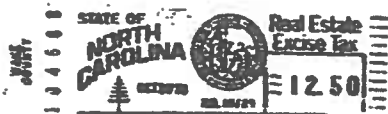
Notary Public

State of North Carolina

My Commission Expires:

November 28, 2025

## 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

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

## NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 30th day of October, 19 78, by and between

GRANTOR

GRANTEE

Warren T. Tunstall and wife,  
Doris C. TunstallWorth 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 Grantee, 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  $01^{\circ}34'17''$  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  $01^{\circ}34'17''$  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  $88^{\circ}25'43''$  West 193.00 feet to a Hickory; thence North  $31^{\circ}42'09''$  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  $39^{\circ}57'46''$  East 75.05 feet to a point; North  $42^{\circ}23'22''$  East 100 feet to a point; North  $48^{\circ}33'15''$  East 100.00 feet to a point; North  $54^{\circ}53'07''$  East 100.00 feet to a point; North  $57^{\circ}33'51''$  East 29.31 feet to a point; North  $59^{\circ}04'17''$  East 70.70 feet to a PK nail; North  $59^{\circ}45'17''$  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.

# AGENT AUTHORIZATION FORM

Application #: #21CZ06

Submittal Date: March 1, 2021

Ronald and Janet Hobbs

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: 7825 Jenks Road

The agent for this project is: Peak Engineering & Design

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

Agent Name: Jeff Roach

Address: 1125 Apex Peakway, Apex, NC 27502

Telephone Number: 919-439-0100

E-Mail Address: jroach@peakengineering.com

Signature(s) of Owner(s)\*

Ronald S Hobbs

Ronald Hobbs

Ronald S Hobbs

Type or print name

2/16/21

Date

Janet H. Hobbs

Janet Hobbs

Janet H. Hobbs

Type or print name

2/16/21

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 #: #21CZ06

Submittal Date: March 1, 2021

The undersigned, Ronald Hobbs (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 7825 Jenks 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 3/24/1980, and recorded in the Wake County Register of Deeds Office on 3/25/1980, in Book 2817 Page 359.
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 7825 Jenks Road, 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 7825 Jenks Road, 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 16 day of February, 2021.

Ronald S Hobbs (seal)  
Janet A. Hobbs  
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 Ronald Hobbs, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's Janet Hobbs, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.



Melody M Hansen  
Notary Public  
State of North Carolina  
My Commission Expires: November 28, 2025



BOOK 2817 PAGE 358  
PRESENTED  
FOR  
REGISTRATION

MAY 25 10 29 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.

## 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:

Worth McMains 0722-88-8770, Deed Book- 02675, Deed Page-0532

Ronalds Hobbs 0722-88-6419, Deed Book-02817, Deed Page-0358

# NO RESIDENTIAL COMPONENT ON THE PROJECT

## 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](mailto:studentassignment-gis-group@wcpss.net)

Developer Company Information	
Company Name	
Company Phone Number	
Developer Representative Name	
Developer Representative Phone Number	
Developer Representative Email	

New Residential Subdivision Information	
Date of Application for Subdivision	
City, Town or Wake County Jurisdiction	
Name of Subdivision	
Address of Subdivision (if unknown enter nearest cross streets)	
REID(s)	
PIN(s)	

Projected Dates Information	
Subdivision Completion Date	
Subdivision Projected First Occupancy Date	

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	Year	# Units
Single Family																	
Townhomes																	
Condos																	
Apartments																	
Other																	



# Instruction Packet and Affidavit for Neighborhood Meetings

Town of Apex  
Planning Department  
PO Box 250  
Apex, NC 27502

T: 919-249-3426  
F: 919-249-3338

This packet consists of instructions and templates for conducting a required Neighborhood Meeting. Planning Department staff are available to advise you in the preparation of these materials. Call the Planning Department at (919) 249-3426 for more information.

## WHAT IS THE PURPOSE OF A NEIGHBORHOOD MEETING?

A neighborhood meeting is a required form of community outreach to receive initial feedback regarding certain project types prior to submittal to the Planning Department per the standards found in UDO Sec. 2.2.7. The intention of the meeting is to initiate neighbor communication and identify issues and concerns early on and provide the applicant an opportunity to address neighbor concerns about the potential impacts of the project prior to submitting an application. A neighborhood meeting is valid for six (6) months prior to the submission of an application; a delay in submission requires a new neighborhood meeting.

## WHEN IS A NEIGHBORHOOD MEETING REQUIRED?

- Rezoning (including Planned Unit Developments);
- Major Site Plans;
- Residential Master Subdivision Plans (excluding exempt subdivisions); or
- Special Use Permits

## INSTRUCTIONS

Prior to submitting an application for a Rezoning, Major Site Plan, residential Master Subdivision Plan (excluding exempt subdivisions), or Special Use Permit, the applicant must conduct at least one (1) Neighborhood Meeting. The applicant shall submit all forms included in this packet with the initial application submittal.

The Neighborhood Meeting must be held in accordance with the following rules:

### These groups and individuals must be invited to the meeting:

- The applicant is required to notify the 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, not including the day of mailing. The applicant shall use their own return address on the envelopes as the meeting is a private meeting between the applicant and the neighbors.
- The applicant shall include with the meeting notice a vicinity map in addition to either the existing zoning map of the area or preliminary plans of the proposed development (see Handout requirements below).

**The meeting must be held within specific timeframes and meet certain requirements:**

- The meeting must be held for a minimum of two (2) hours, Monday through Thursday, during the 5:00 p.m. - 9:00 p.m. time period. The meeting cannot be held on a Town recognized holiday (which coincide with the State of North Carolina recognized holidays).
- The meeting shall be held at a place that is generally accessible to neighbors that reside in close proximity to the land subject to the application.
- A sign-in sheet must be used in order to verify attendance. Ensure each attendee signs in. Please note if any person(s) refuses to sign in. Note if no one attended.
- Handout requirements:
  - For rezonings (excluding rezonings to PUD-CZ, TND-CZ and MEC-CZ), a vicinity map and existing zoning map of the area must be provided to help facilitate discussion.
  - For rezonings to PUD-CZ, TND-CZ and MEC-CZ; Major Site Plans; residential Master Subdivision Plans; and Special Use Permits, preliminary plans of the proposed development must be available at the meeting to help facilitate discussion. Neighbors may request emailed/mailed copies of the maps or plans from the applicant by checking the “send plans” box on the sign-in sheet; applicant shall provide reduced copies upon request.
  - Printed copies must equal the number of notices required to be sent.
  - Contact information for the applicant’s representative and Town Staff must be provided on the attached “Project Contact Information” form.
  - “Common Construction Issues & Who to Call” sheet (attached) must be included as part of the handout.
  - A copy of the handout must be included as part of the Neighborhood Meeting report.
- The agenda of the meeting shall include:
  - Explanation of all processes the meeting is being held for (rezoning, subdivision, etc.).
  - Explanation of future meetings (additional neighborhood meetings, Planning Board, Town Council, etc.).
  - Explanation of development proposal – uses and conditions for rezonings, layout for subdivision and site plans, and builder/end user if known/public knowledge.
- Questions or concerns by attendees, and responses by the applicant, if any, must be noted. Provide blank comment sheets or notecards for neighbors to submit written comments. The applicant shall also include any questions and concerns received via written correspondence (such as email) or phone call along with responses provided by the applicant.
- The applicant shall be responsible for notifying any neighbors who check the “Send Plans & Updates” box on the sign-in sheet of any additional neighborhood meetings and the actual submittal date to the Town with a link to the Town of Apex’s Interactive Development Map.

**For accountability purposes, please submit the following with your application:**

- A copy of the letter mailed to neighbors and neighborhood organizations (use attached invitation template);
- A list of those persons and neighborhood organizations invited to the meeting;
- A copy of the sign-in sheet (use attached sign-in sheet template);
- A summary of the meeting and a list of any changes made to the project as a result of the neighborhood comments (use attached meeting summary template);
- The affidavit, signed, dated, and notarized (use attached affidavit template); and
- One reduced copy of the maps and/or plans presented to the neighbors at the Neighborhood Meeting.

# NOTICE OF NEIGHBORHOOD MEETING

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

2/12/2021

Date

This mailing is being sent out to ensure all surrounding land owners receive notification. Apologies if this is your second notice.

Dear Neighbor:

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

7809 & 7825 Jenks Road, Apex, NC 27523

0722-88-6409, 0722-88-8770

Address(es)

PIN(s)

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

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

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

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

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

These properties will be rezoned to B1-CZ (or other nonresidential zoning according to the Town ordinance)

Due to COVID-19, the meeting will take place via Zoom. If you wish to join, you must register ahead of time

If you are unable to attend, direct any questions to Jeff Roach. Contact information below

Estimated submittal date: March 1, 2021

## MEETING INFORMATION:

Property Owner(s) name(s): Worth McMains and Ronald Hobbs

Applicant(s): Danile Shultz (Peak 360, LLC)

Contact information (email/phone): Jeff Roach, jroach@peakengineering.com, 919-439-0100

Meeting Address: <https://us02web.zoom.us/join/9tZcq-d-yqrzIoHNYIulHDR82MkbuBwnkdrBZl>

Date of meeting\*\*: February 25, 2021

Time of meeting\*\*: 5:30-

## MEETING AGENDA TIMES:

Welcome: 5:30 Project Presentation: 5:40-5:55 Question & Answer: 5:55-

\*\*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: Jenks Road Veterinary Hospital Zoning: RR

Location: \_\_\_\_\_

Property PIN(s): 0722-88-6409, 0722-88-8770 Acreage/Square Feet: 6.69

Property Owner: Worth McMains and Ronald Hobbs

Address: 7809 (McMains) & 7825 (Hobbs) Jenks Road

City: Apex State: NC Zip: 27523

Phone: N/A Email: N/A

Developer: Peak 360, LLC attn. Daniel Shultz

Address: 7709 Green Level Church Road

City: Apex State: NC Zip: 27523

Phone: 919-462-8989 Fax: \_\_\_\_\_ Email: daniel@caryervet.com

Engineer: Peak Engineering & Design, attn. Jeff Roach

Address: 1125 Apex Peakway

City: Apex State: NC Zip: 27502

Phone: 919-439-0100 Fax: \_\_\_\_\_ Email: jroach@peakengineering.com

Builder (if known): \_\_\_\_\_

Address: \_\_\_\_\_

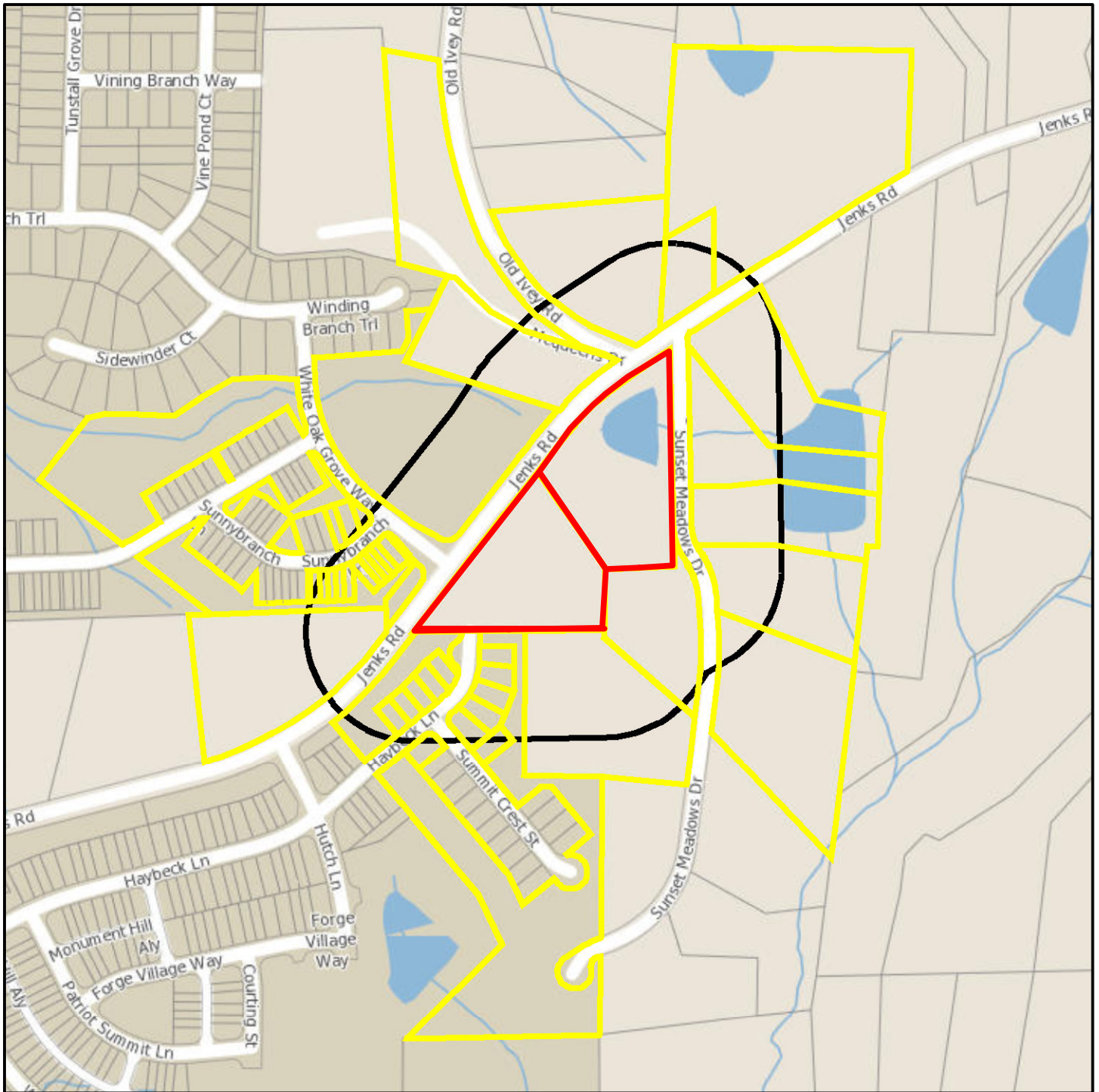
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

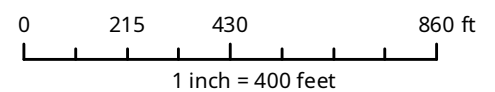
**Please note that Town staff will not have complete information about a proposed development until the application is submitted for review. If you have a question about Town development standards and how they relate to the proposed development, please contact the appropriate staff person listed below.**

## Town of Apex Department Contacts

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



Cary ER Vet



**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.

### 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 1<sup>st</sup> and 3<sup>rd</sup> 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](mailto: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.

<b>Noise &amp; Hours of Construction:</b>	<b>Non-Emergency Police</b>	<b>919-362-8661</b>
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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.

<b>Construction Traffic:</b>	<b>James Misciagno</b>	<b>919-372-7470</b>
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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).

<b>Road Damage &amp; Traffic Control:</b>	<b>Water Resources – Infrastructure Inspections</b>	<b>919-362-8166</b>
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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.

<b>Parking Violations:</b>	<b>Non-Emergency Police</b>	<b>919-362-8661</b>
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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.

<b>Dirt in the Road:</b>	<b>James Misciagno</b>	<b>919-372-7470</b>
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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.

<b>Dirt on Properties or in Streams:</b>	<b>James Misciagno</b> <b>Danny Smith</b>	<b>919-372-7470</b> <b><a href="mailto:Danny.Smith@ncdenr.gov">Danny.Smith@ncdenr.gov</a></b>
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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](mailto:danny.smith@ncdenr.gov)) with the State.

<b>Dust:</b>	<b>James Misciagno</b>	<b>919-372-7470</b>
--------------	------------------------	---------------------

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.

<b>Trash:</b>	<b>James Misciagno</b>	<b>919-372-7470</b>
---------------	------------------------	---------------------

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.

<b>Temporary Sediment Basins:</b>	<b>James Misciagno</b>	<b>919-372-7470</b>
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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.

<b>Stormwater Control Measures:</b>	<b>Mike Deaton</b>	<b>919-249-3413</b>
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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.

<b>Electric Utility Installation:</b>	<b>Rodney Smith</b>	<b>919-249-3342</b>
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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.

# 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, Jeff Roach, 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 Virtual (Zoom) (location/address) on Feb. 25, 2021 (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.

2-26-2021

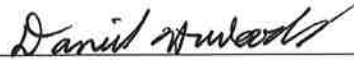
Date

By: 

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, DANIEL WOODS, a Notary Public for the above State and County, on this the 26 day of FEBRUARY, 20 21.





Notary Public

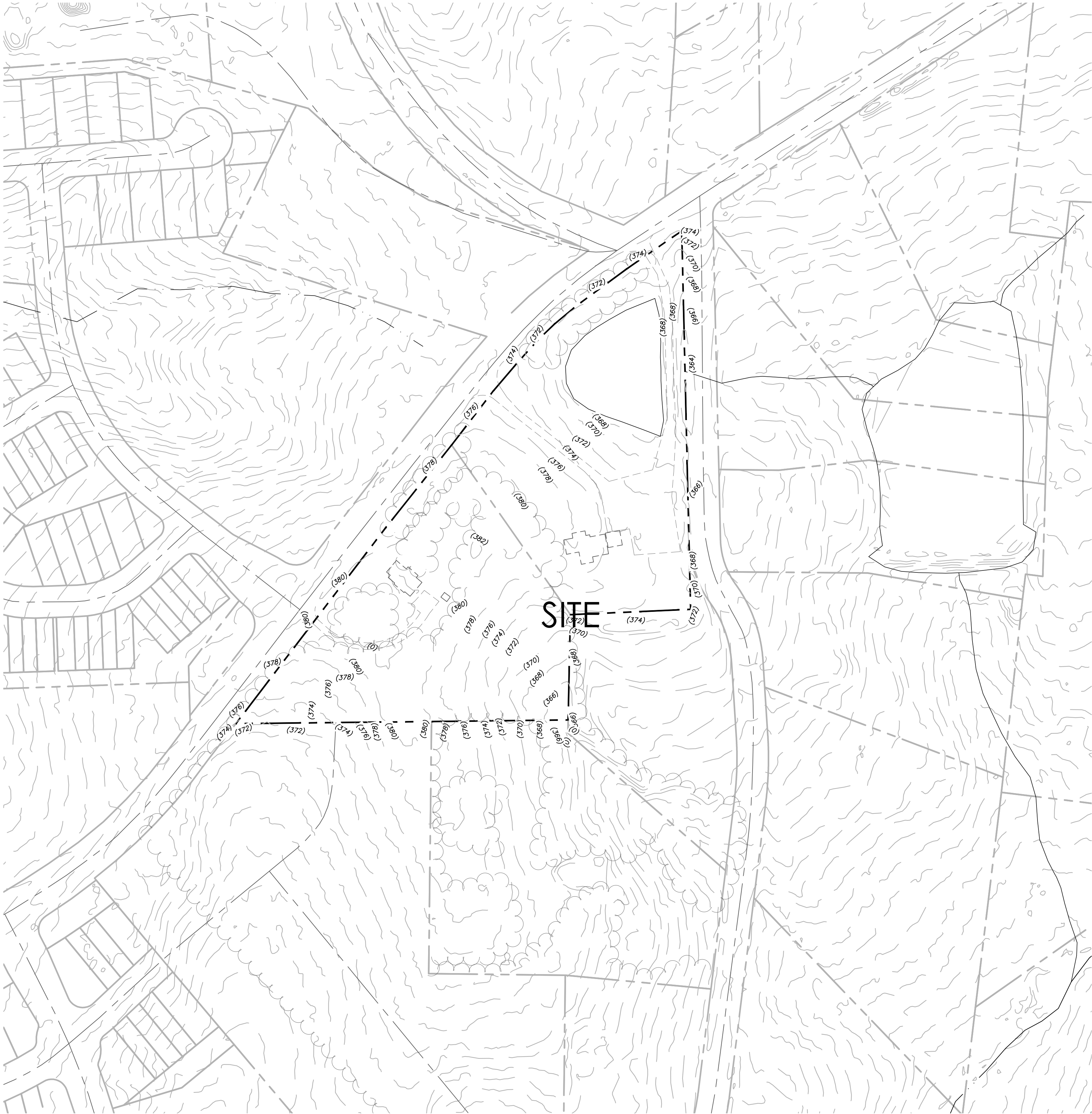
DANIEL H. WOODS

Print Name

My Commission Expires: 11/18/2023



AERIAL VIEW



EXISTING CONDITIONS

				Designer: DW	Scale: NTS
				Drawn By: DW	Date: 2/25/2021
				Checked By: JR	Job No.: 201205
No.	DATE	REVISION	BY		

Jenks Rd Veterinary Hospital  
APEX, NORTH CAROLINA

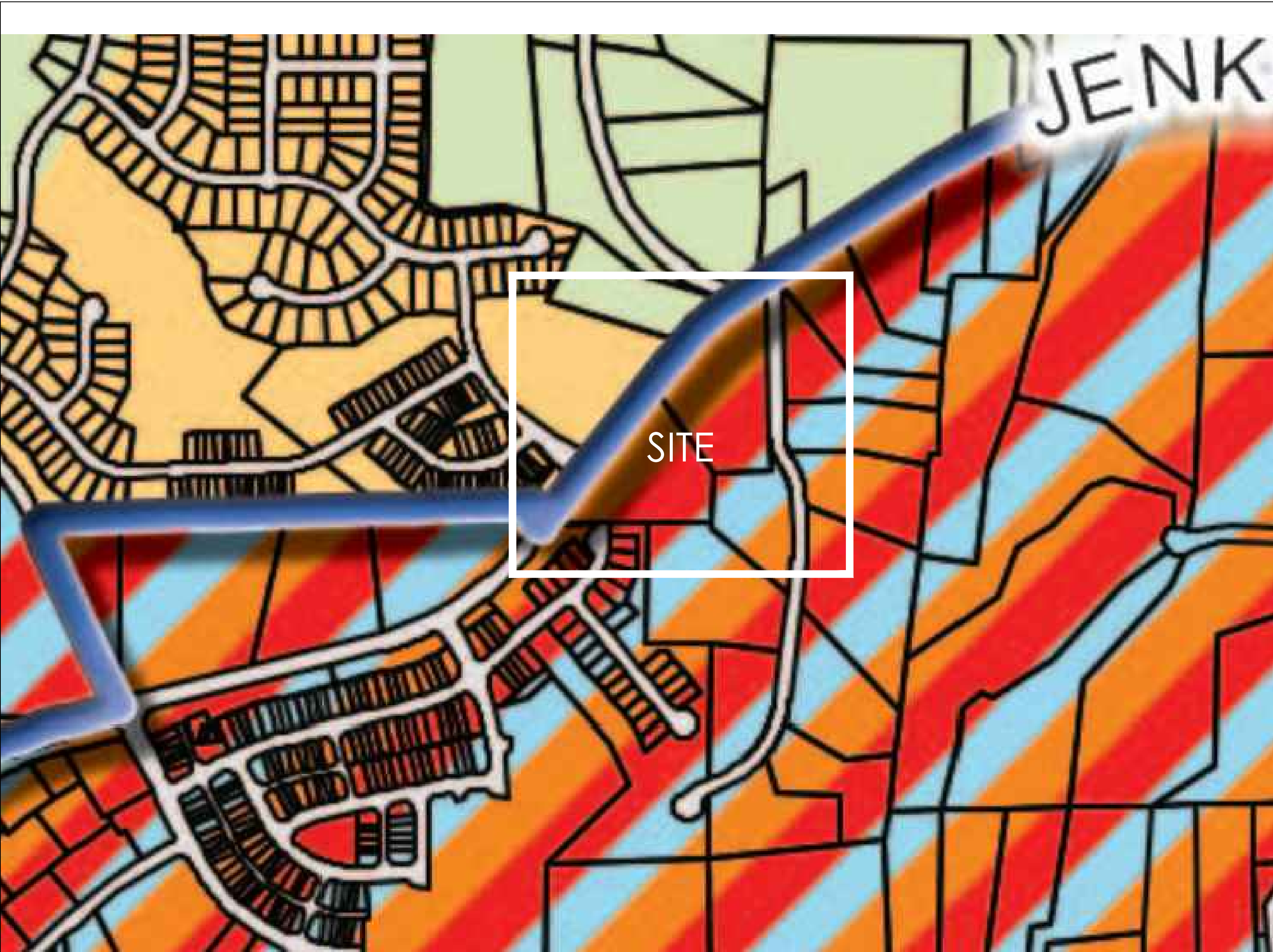
REZONING EXHIBIT



Engineering & Design  
1125 Apex Peakway | Apex, NC 27502  
ph: 919.439.0100  
www.PeakEngineering.com

Sheet No.

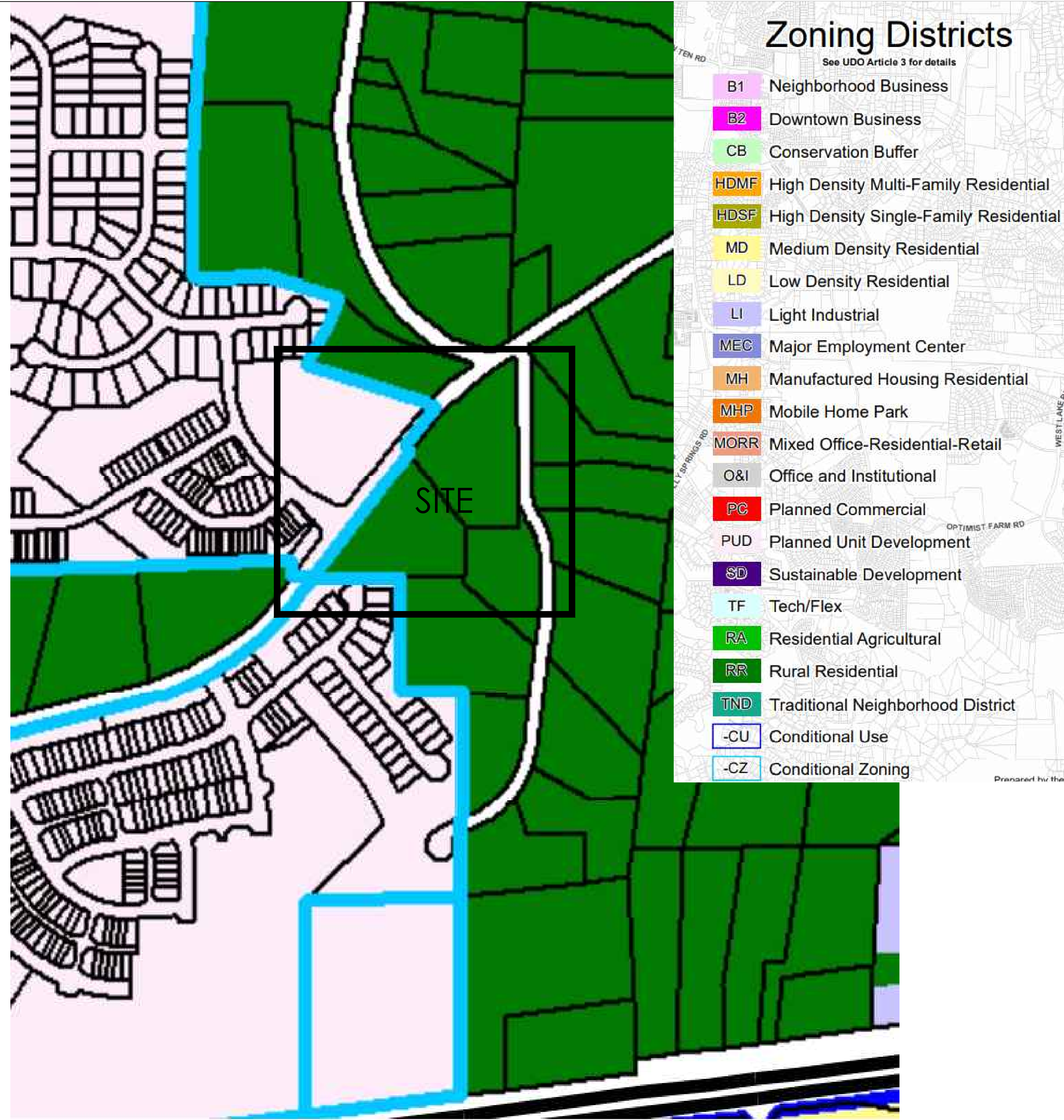
RE-1



### Future Land Classifications



2045 LAND USE MAP



### 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

EXISTING ZONING MAP

No.	DATE	REVISION	BY

Designer:	DW	Scale:	NTS
Drawn By:	DW	Date:	2/25/2021
Checked By:	JR	Job No.:	201205

Jenks Rd Veterinary Hospital  
APEX, NORTH CAROLINA

REZONING EXHIBIT

**PEAK** Engineering & Design  
1125 Apex Parkway | Apex, NC 27502  
ph: 919.439.0100  
www.PeakEngineering.com

Sheet No.

RE-2

PAGE OMITTED WITH THE FORMAL ZONING SUBMITAL. SKETCH PLAN WAS SHOWN TO THE ADJACENT PROPERTY OWNERS DURING THE NEIGHBORHOOD MEETING.

SR1782  
PUBLIC R/W  
JENKS RD

1			
No.	DATE	REVISION	BY

Designer:	DW	Scale:	1" = 50'
Drawn By:	DW	Date:	2/25/2021
Checked By:	JR	Job No.:	201205

Jenks Rd Veterinary Hospital  
APEX, NORTH CAROLINA

REZONING EXHIBIT



**PEAK** Engineering & Design  
1125 Apex Peakway | Apex, NC 27502  
ph: 919.439.0100  
www.PeakEngineering.com

Sheet No.  
**RE-3**

**Jenks Road Veterinary Hospital Zoning  
ZOOM Neighborhood Meeting  
5:30 pm February 25, 2021**

The ZOOM meeting for the Jenks Road Veterinary Hospital Zoning began at 5:32 pm by Jeff Roach with Peak Engineering & Design. A brief introduction was made for everyone on the call, the participants were directed to the CHAT BOX function in ZOOM to type questions and the virtual meeting protocol was discussed to try and keep the meeting moving along.

A project introduction was then provided, the location within Wake County GIS' website was shared for all to see. After the location of the property was identified for everyone on the call, we walked through the existing site conditions, the existing zoning, the purpose of the 2045 Land Use Plan, the current sketch plan showing a 20,000 SF non-residential building was shown, and an architectural rendering of the proposed building was shared on screen. Everyone was informed that the sketch plan is not a final design for the site and is used to show buffers, access points and other site-specific items for the property. Following a discussion related to the above items, the list of permitted uses was shown to all and discussed briefly. The discussion centered around the proposed use as a Veterinary Hospital although there are other uses which may occupy the property (see attached list of uses within the zoning application).

After showing the different items, the presentation switched to address the questions which had been entered in the CHAT BOX. Below are the questions as well as a summary of the answer that was provided with each question. Additional questions were voiced by the adjacent property owners and were answered to the best of our knowledge at this point.

After answering the CHAT BOX questions, the verbal questions, and reviewing the project timeline with everyone on the call, Peak's email address and phone number was again provided to assist with any follow up questions post-meeting. The adjacent property owners dropped off the call around 7:20 pm and the meeting ended at 7:30 pm.

Below is a summary of the questions and discussions which were had. There were a number of discussions which were had, many of them answering multiple questions or bringing up additional questions. This summary tries to highlight the presentation and discussions as accurately as possible. A copy of this meeting summary will be emailed to the participants once the zoning package is submitted.

**Following are the questions which were provided through the ZOOM meeting CHAT BOX features.**

**Answers were provided verbally and summarized below.**

From Christopher Reder to Everyone: 05:31 PM

Jeff, will you be able to send us the PPT after this meeting?

Yes

From Vincent Neumann

Did they already buy the property? It shows sold already.

*The property has not been purchased at this time. It is under contract with the buyers.*

From Suzanne Kissel

Under contract, I think....

*That is correct – the two properties are currently under contract and will not close until after zoning or site plan approval*

From F Winston Penley

will the pond stay? And has the property been rezoned from residential?

*The current plan is to retain the existing pond on the McMains property. The property has not been rezoned for the non-residential use. It is currently zoned RR (Rural Residential) and this request is to change that zoning to B1-CZ. The 2045 LUM and Zoning request were discussed as part of the presentation.*

From Christopher Reder

Winston, that's what this meeting is for. They are proposing this to apex to rezone it?

*That is correct – went through what the zoning is, what we are asking Apex to rezone it to, discussed uses, the 2045 LUM and how we have met with Apex staff related to compliance with the adopted plans (2045 LUM, Transportation Plan, Greenways Plan, etc.).*

From Meghann Reder

Capacity for animals and what species of animals?

The land use plan was made 20 years ago. Is it still relevant if residents do not want it rezoned?

*The buyer is proposing to use the facility for a veterinary hospital but there are other uses which may also occupy the property in the future (see the list of uses within the zoning application). A copy of those uses was also shown during the meeting. Uses will be further evaluated during the zoning review from staff.*

*The capacity of the facility is unknown at this time. That is a follow up that Peak will provide to the adjacent property owners with a copy of the meeting package.*

*The 2045 LUM was adopted by the Town of Apex in February 2019. The 2030 LUM was adopted in August 2013. Both LUMs showed the area as a mix of high density residential, commercial services and office/employment. The proposed plan follows the adopted LUM designation.*

From Vincent Neumann

Are they proposing a driveway on Sunset Meadows?

*No. The project does not propose a driveway onto Sunset Meadows Drive.*

From Meghann Reder

The street is mislabeled in the exhibit as "SUMMER Meadows Drive". It should be Sunset Meadows Drive  
*Apologized to staff for the typo. Will be cleaned up with any future documents.*

From Vincent Neumann

will the pond stay?

*The current plan is to retain the existing pond.*

From Brad Buckingham

What is the green box below the pond that is near sunset meadows?

thx... hard to read/see the text on the image. The pond is a water source for Caitlin Pond. It [the pond] really needs to stay. Don't be sure... it MUST

*The owner is proposing to retain the pond at this time.*

From Meghann Reder

Ecologically important. Keep the pond.

*Proposal is to retain the pond. Not a zoning condition as it would restrict any removal for safety or repair purposes.*

From F Winston Penley

So the pond stays now, but is that a permanent decision? I would like it to be.

*Again, the pond is staying with proposed development and sketch plan.*

From Brad Buckingham

If the pond is removed, we could lose the wildlife in the pond at Caitlin Pond... which has been in existence for ~70 years and impacts multiple home wonders.

*Proposal is to retain the pond on the McMains property.*

From Suzanne Kissel t

Not to mention drainage issues. The pond is there for a reason.

What is the proposed lighting for the parking lot?

*Again, the pond is staying.*

*We committed to the Environmental Advisory Board (EAB) to work with Apex staff on a lighting plan which reduces lighting spillover and uses fixture colors that are current Apex standards. Full cut-off/light shields will also be installed on the fixtures to reduce and backlighting onto residential properties.*

From Merle Wolfgang

Agree Pond should stay

*This is a theme.*

From Meghann Reder

What kind of waste is generated and how is it stored and removed?

*Standard office waste is served within the dumpster. Animal waste and other hazardous items are removed per industry standards for removal/trash services that do not include exterior dumpsters.*

From F Winston Penley

What is the plan for storm water runoff? Please tell me not routing to it as is a live pond and so is Cailyn pond.

*Pond to remain. Directing as much as possible of the new impervious area to the new stormwater control measure (SCM) per Town and State guidelines.*

From Merle Wolfgang

What barrier is planned between the property going commercial and the surrounding residential properties?

*There are proposed landscape buffers along Jenks Road, Sunset Meadows Drive and Westford. These landscape buffers will provide a visual barrier between developments.*

From F Winston Penley

Sunset Not Summer

*Type is being corrected in the documents.*

From Meghann Reder

What type of buffer that borders homeowner properties? What kind of buffer along Sunset Meadows Drive?

*Different buffers are proposed along the boundary of the site. 30' Type B along Sunset Meadows, 15 – 30' buffer along western boundary (Westford) depending upon the adjacent uses; and 30' buffer along Jenks Road. Final buffer will be confirmed within the UDO during Minor Site Plan design.*

From Merle Wolfgang

Is there any option to keep the property residential, or is it past that point? I think we would all prefer a residential designation.

*The designation on the 2045 LUM is for mixed use or commercial/employment. The buyer has a contract to purchase for the non-residential use. Sellers are asking too much for residential property. It is also my opinion that I would not be able to rezone the property for a residential use (single family or townhomes) without the incorporation of a non-residential component.*

From Meghann Reder

Is it a 24 hour a day / 7 day a week business? Would prefer this not to happen and not to be rezoned. Doesn't fit into the area. More of a 64 or 55 corridor project. Jenks Rd is not a high visibility area.

*The uses which are included are all "neighborhood commercial/office employment" uses which require residential properties to support the businesses. The 2045 LUM shows this area for this type of use.*

From Ken Bruns

Worth has always let us fish in the pond, will the residents still have access?

*Not likely. There may be a fence installed for insurance/safety reasons but that is to be determine by the future property owners.*

From Konstantin Reverdatto

There's another veterinary facility approved at Jenks and 55. That intersection is better for business development. We have no other commercial properties in the area. If this is approved, it will spur additional rezoning and will completely change the nature of this area.

*The 2045 LUM shows the area with the mixed-use designation. This site will not likely spur non-residential development- although Apex is always looking for non-residential opportunities for new neighborhood businesses. As for the 55/Jenks Road intersection, that is a good location but comes much larger improvements.*

From Merle Wolfgang

Jenks Road is also becoming dangerous with the current increase in the level of traffic on the road.

*The current traffic volumes in the area have not raised concerning with Apex Transportation staff.*

*In a follow up call with Town staff on February 26<sup>th</sup> (the day after the neighborhood meeting), the intersection from the property onto Jenks Road is not a candidate for a traffic signal and likely never will be based upon designation as a smaller residential connection. Traffic volumes are not currently a concern for Apex staff, that will be confirmed with NCDOT during the Minor Site Plan review as well.*

From Meghann Reder

Just because a "Town vision" happened 20 years ago, is it relevant today if no one carries "the vision"?

*The Town vision within the 2045 LUM is how properties are evaluated for purchase, development or redevelopment. The Town updated the LUM in 2019 and the current mixed-use designation has been in place since at least 2013.*

From Suzanne Kissel

You stated that the animals would not be outside without supervision; however, the current facility boasts a “large outdoor area” for their patients.

*There are a number of fenced in areas based upon the proposed vet hospital and rehabilitation areas. Assuming this is a vet hospital, different animals require different areas post-surgery or during rehabilitation services.*

From Konstantin Reverdatto

Two of the greatest concerns are 1) noise and 2) light pollution.

*Noise from the pets will be contained within the building. There will be pets outside with owners and/or staff so the noise should be limited.*

*Light pollution will be worked on with staff to minimize the impact lighting impacts around the area.*

From Meghann Reder

No interest in slamming car doors at all hours of the day and night. Or animal noises.

Hazardous bend in the road on Jenks and more traffic increases the likelihood of issues safely entering and exiting our Sunset Meadows road.

*Although all vet hospitals are required to be ‘available’ 24/7, this site is not proposed to be a 24/7 open to the public facility. This timing would reduce late night doors/noise.*

*The proposed improvements along Jenks Road – left turn lane, pavement addition, curb and gutter and sidewalk – will require additional clearing along the southern property line. This should provide additional sight distance opportunities heading east into the curve to improve safety.*

From Suzanne Kissel

The image shows the curve of the road from Sunset Meadows.

*The curve is west of Jenks Road. Sunset Meadows Drive flares out at the intersection.*

From Meghann Reder

Changes to zoning increase likelihood of many other properties around Sunset Meadows changing to zoning that are not favorable to Sunset Meadows residents.

*I am not sure this is the case. The zonings along Jenks Road are property owner driven. The two lots in questions are currently for sale – driving people to look at the properties.*

From Suzanne Kissel

If we are talking about emergency use, then there could be rapidly moving vehicles during school hours.

*Assuming the vet hospital - this is not an emergency center – see above response to the 24/7 operation.*

*The focus is everyday treatment and rehabilitation services. Vehicles along Jenks Road are not going to be emergency vehicles.*

From Meghann Reder and Suzanne Kissel

Animal waste and hazardous waste – also surgical/medical waste.

*I am not 100% sure how this is handled but feel there are industry standards for this service.*

From Meghann Reder

Runoff of defecation. Are we talking large animal species waste?

*If this is the vet hospital, the services will not be large animal based upon the information I have been provided. As for the runoff, there will be a number of pet waste stations along with someone being white the animals at all times they are in the walking or rehabilitation areas.*

From Vincent Neumann

will there be a pet cemetery on the property? Will they sell plots for pets?

*No pet cemetery on the property. Off-site services.*

From Brad Buckingham

Is there any thought or discussion on the landscape? E.g. keeping of mature trees as well as plantings that might be done for beautification & screening

*Our goal with any project is to retain healthy vegetation within the perimeter buffer and supplement with larger trees, small trees or shrubs as appropriate to close any view corridors. Landscaping is also required within the parking lot for shade trees, Vehicular Use Area (VUA) perimeter plantings and foundation plantings around the building.*

From Meghann Reder

What kind of buffer? 50 foot fence?

*Various buffer types and widths are proposed. A fence is not proposed around the perimeter of the site.*

From Brad Buckingham

I'd hate for the pretty weeping willow to no longer be there :)

*If this is in reference to the tree on the west side of the existing pond, we will evaluate the tree to avoidance.*

*No guarantee as we will look at the existing conditions more during the Minor Site Plan designs.*

From Suzanne Kissel

I don't think that noise concerns have been addressed.

*There will be pets at the facility but there will not be multiple pets outside unattended that will increase noise. Vehicle noise will be no worse than what residents are already dealing with on Jenks Road or Sunset Meadows Drive. The zoning is for a number of uses and a suburban office building, vet hospital, retail site or even a new home all have vehicles coming and going. Retention of perimeter vegetation help to mitigate the noise levels.*

From Brad Buckingham

Any thoughts or plans for lighting additions on Jenks as well as extending sidewalk? (Or is that provided by city of Apex)

*The Town of Apex or NCDOT would provide street lighting along Jenks Road – not the adjacent development. Sidewalk is being extended along the Jenks Road frontage as required by the Transportation Plan. This connection will extend from Sunset Meadows Drive west to Westford for access to additional non-residential amenities, future greenways, sidewalks and Town of Apex parks.*

From Christopher Reder

For a B1 zone, it is spec'ed at a minimum of 30 feet opaque buffer. Two questions: 1. What is the definition of opaque and 2. Can this 30 feet be increased. The area by the stormwater has all 50 year old trees so how will 'shrubs' create an opaque buffer ?

*The neighbor was referenced to the Unified Development Ordinance (UDO) Section 8.2.6 for buffer types and definition of the opaque and semi-opaque buffers.*

*The evaluation and site surveys will identify any large trees and their proximity to the boundary of the site. Any trees that can be saved are always evaluated for preservation/avoidance. The location of the SCM is also evaluate for impact on the existing site conditions as well as natural drainage patterns.*

From Eura Tunstall

Please share any thoughts/concerns the owner of the two properties directly across Jenks Road on each corner of Old Ivey that utilize well water. Any concerns? Looking forward, what does this approved project mean to homeowners in means of property taxes and ability to negotiate rezoning for other neighboring properties? I don't know that I know the "right questions" to ask, so please educate of what I might need to know as a close neighbor to this project. PS. I have a long history with the pond. I am glad to hear it's staying.

*The rezoning on the south side of Jenks Road may have an impact on property values but I am not an appraiser. The rezoning and development of a non-residential office will not be factored into the appraisal for a single-family residential property – but I suggest you speak with a real estate expert to confirm that. As for the impact on the well on the parcel north of Jenks Road, the natural topography directs water south away from the Tunstall lot. No impacts on the existing well or septic system should be noticed with this project.*

From Christopher Reder

with parking lots right next to our property, how will this project guarantee no light enters my property? Will a fence be built surrounding the property on all sides that face residential housing?

*The sketch plan was shown for the distance from the adjacent property to parking areas and access drives. There are perimeter buffers, VUA plantings, grading and other measures which are all use to reduce the likelihood that headlights shine onto adjunct properties. Site lighting designs are governed by the UDO and will be coordinated with Apex electric staff to verify compliance.*

From Meghann Reder

I am concerned about our well water and runoff issues on our property.

*The new project will be connection to Apex water and sewer. Only impact to the downstream wells/septic system will be with the removal of the wells/septic fields from the McMains and Hobbs properties.*

From Merle Wolfgang

Traffic is a concern

*Lot of discussion related to traffic. With a very low traffic generator, the project does not meet the threshold for a TIA.*

*AS A POST MEETING FOLLOW UP:*

*Apex staff would not require a TIA for the project. This indicates that the traffic generation is low and there is no crash history in the area that would dictate additional improvements to mitigate traffic.*

From Christopher Reder

how will sound be controlled? You show a 'pen' for rehabilitation. If you have dogs out in the yard, will they all have a leash even in a pen? And what guarantees will be made that there won't be barking? (I see no way for them to not start barking and agitating other local dogs to the neighborhood)

There is a similar facility in Cary called pet palace. The barking is so loud from that facility that residents hear the barking non-stop in their houses, much further away than we are to this proposal.

How many stalls? How many operating tables? What is capacity?

*If a vet, pets will be in the outdoor areas – typically 1 at a time – and they will be accompanied at all times. We cannot guarantee they pets won't bark. The Pet Palace is a "doggie daycare" where pets are permitted to roam unattended throughout the day. This facility is a NOT a doggie daycare.*

*Capacity is estimated at approximately 300 appointments per week or 60 per day or 5 per hour. The exact capacity will be determined based upon the operation of the building as a vet hospital vs an office building.*

From Suzanne Kissel

Even if dogs are attended - they bark. A lot. Just saying that animals are attended in a large area, does not mean that they will not be barking at each other and neighborhood dogs.

*By having one pet at a time in the yard, it reduces the noise from a pet hospital. If the site is an office, noise could be from the "garage rock band" that someone mentioned in the meeting* (22)

From Konstantin Reverdatto

Noise pollution will directly negatively impact our property values and quality of life.

*Noise addressed previously.*

From Suzanne Kissel

This is what the current facility has and they boast of their large outdoor areas where their patients can play

*The buyer is looking at a number of uses. If this is a vet hospital, the outdoor area is a requirement for rehabilitation services. Different pets require different size yards to run, jump and get back to normal.*

From Meghann Reder

We do not want to see this from Sunset Meadows Drive.

*Landscaping along with the placement of the building will push the project west – away from Sunset Meadows Drive – to reduce visibility into the project.*

From Merle Wolfgang

Agree - We did not envision a commercial property being put on that lot when we purchased our home.

*The property has been shown on the LUM as mixed use since 2013 (or earlier). When the neighbor purchased in 2014, the property was being planned or non-residential or mixed use.*

From Suzanne Kissel

EXACTLY. I am still concerned about noise pollution and animal noises.

*See previous comments above.*

From Meghann Reder

Opaque fence

*An opaque fence is not currently proposed along the eastern properties.*

From Christopher Reder

How many parking spots are you showing in this picture?

*The current plan shows 70-75 spaces. Final parking numbers will be based upon Architect's square footage for the office space and other uses. The UDO will control the number of spaces.*

From Meghann Reder

We don't want to see it

*Answered above.*

From Eura Tunstall

A polite FYI...the "Jenks road direction" is a residential direction. Currently those homes across the street are residential. (reflecting on the light pollution being directed toward Jenks Road and away from residential homes".

*In a follow up phone call on Friday, February 26<sup>th</sup>, we spoke with Ms. Tunstall concerning her property on the north side of Jenks Road. The building will act as a barricade for a lot of the parking lot/site lighting. We will not be directing light towards Jenks Road any more than we are directing light towards Sunset Meadows Drive.*

From Suzanne Kissel

I would like to see an example of the opaque buffer and the sizes of the plants they want to put in.

*The neighbors were directed to the Lake Pine Animal Hospital on the Apex Peakway. There are also other locations in Westford and the Preserve at White Oak Creek where perimeter buffers have been installed.*

From Eura Tunstall

Perhaps a silly question...if zoning for traffic is limited for the Jenks/Ivey intersection...does this mean that any future requests by the property owner of the properties also on Jenks Road but no current rezoning/development requests on the table. I'm trying to understand if approving your project then limits traffic the neighboring property owner could request during rezoning. Just trying to think ahead and how this project may impact neighboring owners, especially those with road frontage.

*Each project is evaluated independently at this stage – but once a project is approved, they are looked at cumulatively. The need for improvements or a traffic evaluation is based upon the use of any new project, not the condition of the existing streets in the area.*

From Merle Wolfgang

How do we get an opportunity to voice our opinion on the zoning decision?? Just to be clear. I don't think anyone in this development views this as a positive outcome.

*The property owners were informed of the next steps in the process -submittal, reviews by staff, Planning Board and eventually Town Council. The list of neighbors within 300' is provided to staff with the zoning submittal. A letter will be sent by the Town with upcoming meeting dates. There will also be a "DEVELOPMENT" sign places on the property once the submittal is made. That sign will provide a contact number in Town Hall.*

From Ryan Carfley

I would echo these sentiments, lights, animal barking - none of this seems positive as a resident here.

*Comments answered above.*

From Meghann Reder

What types of animals?

*See above.*

From Suzanne Kissel

I work from home. Any outside noise would impact both my work and home life.

*See above for the noise question.*

From Meghann Reder

That is at a major intersection in Apex!

*This is not a major intersection. These are residential streets feeding to a 3 lane thoroughfare providing 45 mph speeds between other major streets. Sunset Meadows, Old Ivey, White Oak Grove Way, future Haybeck Lane, and Hutch Lane are all residential connections.*

From Brad Buckingham

We are at 7721 Jenks, it would be nice to see a bit more landscape/buffer on Sunset next to the pond.

That would provide a little more privacy for us. This is the area that currently has Crepe Myrtles that folks were discussing.

*A buffer is proposed along the entire Sunset Meadows Drive frontage to provide additional screening. The semi-opaque buffer will be a mix of evergreen and deciduous trees and shrubs. The UDO specifies the buffer type and planting requirements.*

From Merle Wolfgang

That's a lot of parking for a vet

*Parking will be provided based upon the UDO standards.*

From Ken Bruns

If the ordinance says 1 spot per 250 sq ft and the building is 20000 sq ft, that is 80 parking spots.

*See above.*

From Merle Wolfgang

Rezoning decision? How do we get involved? Yes, Thank you

*Information was provided for the next steps in the process and how the neighbors can stay informed.*

From Ken Bruns

I like the microbrewery, can we get it changed to that?

*We too like the non-residential, micro-brewery concept at just about any location. ☺*

From Brad Buckingham

I do see a lot of things on that list that I really would not be happy with. But I do like a cold beer in walking distance :)

*Comment noted.*

From Merle Wolfgang

I haven't heard anyone on the call say they feel like those uses are appropriate for this area.

*Previously discussed related to the 2045 LUM.*

From Meghann Reder

I realize on paper this makes sense. But it makes no sense to those who live here. We don't like it.

*Understand the comment. 2045 LUM discussion.*

From Suzanne Kissel

Why would it not? The current vet is right next to a fire station and a gas station.

*That is another vet hospital in the area – not this location.*

From Meghann Reder  
Exactly, Ken The domino falls with this  
*No response to comment.*

From F Winston Penley  
completely agree about residential and keeping home value high  
*There is no information that a neighborhood commercial/office building reduces property values.*

From Meghann Reder t  
Great! Turn it into a greenway and park  
*Discussion ensured concerning the town's recent acquisition of property on Wimberly Road for a new park. This site would not be a public park nor would Apex purchase a \$1MM parcel(s) for a park this close to a future facility.*

From Suzanne Kissel  
They're looking for revenue  
*This is in reference to the Town of Apex looking for revenue. Apex – in my experience – is looking to balance the percentage of residential and non-residential to reduce the tax burden and impact on schools.*

From Meghann Reder  
I know. But do that on 55 and 64  
*This was previously addressed with the neighborhood commercial/office use.*

From Suzanne Kissel  
City looking for tax revenue - and yes, Meghann - have them do it somewhere else  
*This is a business – they will open in Apex near new and existing homes for clients.*

From Meghann Reder  
Yes, they are trying to make it fit this “plan” that no one agreed to  
*The plan follows the adopted 2045 LUM and provide significant protections with buffers pe UDO standards.*

From Merle Wolfgang  
Maybe they should reconsider the plan. This is already residential.  
*See above for the cost of the property making it unavailable for use within the RR zoning district.*

From Ken Bruns  
Merle, we are fighting a losing battle trying to get them to rezone this to anything that takes tax money out of their pocket.  
*No response.*

From Suzanne Kissel  
We may all use vet hospitals, but it does not mean that we want them next to us.  
*No response.*

From Brad Buckingham  
Nice! Thanks for the time Jeff and share the details of the projects so far

**Following are questions asked after the presentation and/or during the review of the above “CHAT BOX” questions.**

Waste removal – how is this handled?

*Previously answered – by contract services/industry standards.*

If the facility is operated as a Vet Hospital, will the operation 24/7?

*Answered in the CHAT BOX responses.*

Will there be sidewalk on the south side of Jenks Road?

*That is correct.*

A fence was mentioned around the pond. Is this the case? And what kind of fence – chain-link or aluminum type?

*Note sure is a fence will be required by the insurance carrier or the owner. Type, location and requirement is TBD.*

What type of fence is proposed for the rehabilitation and walking areas for the pets?

*Likely a vinyl coated chain link fence. Height and standards controlled by the UDO.*

What is the buffer along the Reder property?

*30’ landscape buffer along the Sunset Meadows Drive properties.*

What is a Type ‘B’ buffer? And what is the Town’s definition of “OPAQUE” buffer? How will it be achieved or is it required at this location?

*See above for the reference to UDO Section 8.2.6 for type and definition.*

What are the parking requirements for a Vet Hospital or Office Building at this location?

*1 parking space / 250 SF or 1 parking space / 300 SF depending upon the proposed uses (vet hospital or office building)*

Follow up – that seems like a lot of parking for a 15,000 – 20,000 SF building?

*Again, parking will be evaluated and finalized during the Minor Site Plan review, not zoning.*

If dogs are outside at any time, they will bark and make noise. How is this controlled?

*See previous responses.*

Traffic is too much on Jenks Road at this time so why is a TIA not being required?

*In a follow up conversation with Apex Transportation staff, a TIA is not required based upon the proposed uses. Nor would a TIA be reviewed during the Zoning process for a B1-CZ request until the Minor Site Plan is submitted. Jenks Road does not have a high crash volume, safety concerns, or complaints from residents related to access to/from Jenks Road at this location.*

Is a traffic signal proposed at the intersection of Jenks Road and White Oak Grove Way?

*No. This a minor residential access and will likely never meet warrants for a traffic signal. There are other locations where a signal can be evaluated but current trips on Jenks Road does not justify signalized improvements.*

Is there an option to reduce the speed limit from 45 mph to 35 mph?

*We are committed to speaking with NCDOT related to a speed reduction but without crash history or a history of unsafe situations, NCDOT is not likely to recommend a speed reduction for this rural section of Jenks Road. An example was used – Holt Road near Montford Hall Court and the request for a speed reduction.*

Property owner concerned about headlights shining onto adjacent properties. How will this be stopped from the cars in the parking lot to the cars entering the site?

*Previously answered with landscaping, grading/berms, VUA plantings and the site configuration. Distance also plays into the headlight question.*

Is this a courtesy call? Will anyone hear the concerns from the neighbors, and will anyone act on them?

*The comments from the property owners are relayed to staff/Council so they understand what the concerns are. The engineers design to minimize the impact of the work on surrounding neighbors.*

Why can the development not build homes on the property? That would be better than an office/vet hospital at this location.

*Previous response concerning the cost of the land and Town's 2045 LUM.*

A number of residents of Sunset Meadows Drive expressed that the pond should be kept on the property. What is the plan for the pond?

*Current plan is to retain the existing pond.*

What is the timing of construction and noise from said construction on the adjacent property owners?

*Construction of this facility would likely be 12-15 months for the start of work to final Certificate of Occupancy. This is a one-time construction project unlike the Preserve at White Oak Creek where infrastructure and home construction could last more than 3 years.*

**Following is an email exchange with Suzanne Kissel prior to the neighborhood meeting (email addresses have been removed).**

I am by no means a traffic engineer, but I will do my best to explain below in red.

Jeff Roach, P.E.  
Peak Engineering & Design, PLLC  
(919) 439-0100

**From:** Kissel, Suzanne  
**Sent:** Wednesday, February 24, 2021 3:41 PM  
**To:** Jeff Roach <[jroach@peakengineering.com](mailto:jroach@peakengineering.com)>  
**Subject:** Re: [EXT]: RE: Questions for Veterinary Hospital

Hi, Jeff –

Thank you for your considerate answers.

Why is TIA determined by the size of the building rather than the number of people using it? ITE (Institute for Transportation Engineers) establishes traffic patterns based upon various uses. The size of the building and use together determine the number of trips per day or peak hour. So, let's assume that, all told, the hospital has 50 employees which would be coming into work at 8am (that is 50 am peak hour trips) and leaving at 5pm (that is 50 PM peak hour trips). Let's also assume that there will be about 50 or so animal "guests" in addition to specialists with surgery privileges, people who want to visit their animals, etc. We can easily meet the 100 trip threshold during peak hours. Patient trips are not typically 50 patient visits at 8:00 am – they spaced out throughout the day. Spacing out the trips throughout the day – to avoid the peak hours – a project can be less than 1,000 daily trips and it would not meet the Town's threshold for the study. If you could point me to this language, I would appreciate it. The TIA requirement is outline in the Unified Development Ordinance (UDO) section 13.19 – Traffic Impact Analysis Required.

Also, is the threshold appropriate for the road? Jenks Road – as a two lane facility – can handle around 20,000 vehicle trips per day (that is Jenks is narrow. Where will it be widened? A left turn lane from Jenks Road into the project will be required. The frontage of the property will also be widened to match the north side of Jenks Road along the Preserve at White Oak Creek frontage. How will Sunset Meadows be impacted by this? We do not anticipate any impacts to the intersection with Summer Meadow Drive but that could change as we go through the zoning, site plan and construction drawing design and review process.

You mention that "That will not remove the curve in Jenks Road but will provide some clearing that may improve sight distance for vehicles traveling east on Jenks Road." I think that that "may improve" is not enough when you are talking about child safety. I am also thinking of my own. I have low vision and have already faced dangerous conditions on the road. Apex may want more corporate development, but it also has an obligation to keep its children and disabled population safe. However, this is only my opinion. Safety is the number one tenet of every engineer. We continue to evaluate sites to make sure what we are proposing does not create any unsafe situations. And if there are ways to mitigate the situation, we do our best.

Thank you,  
Suzanne

**From:** Jeff Roach <[jroach@peakengineering.com](mailto:jroach@peakengineering.com)>  
**Date:** Wednesday, February 24, 2021 at 3:20 PM  
**To:** "Kissel, Suzanne"  
**Subject:** RE: [EXT]: RE: Questions for Veterinary Hospital

Great questions. See below.

Jeff Roach, P.E.  
Peak Engineering & Design, PLLC  
(919) 439-0100

**From:** Kissel, Suzanne  
**Sent:** Wednesday, February 24, 2021 1:52 PM  
**To:** Jeff Roach <[jroach@peakengineering.com](mailto:jroach@peakengineering.com)>  
**Subject:** Re: [EXT]: RE: Questions for Veterinary Hospital

If the veterinary owners wish to place more than one building on the property, will there be any restraints to them doing so? The zoning is requesting a "single non-residential building" with 15,000 – 20,000 SF office/vet hospital space. If the zoning is approved and they go for a second building, it will not meet the zoning conditions and will be denied by staff.

- 1) What is the anticipated TIA? TIA stands for "Traffic Impact Analysis" (affectionately known as a "traffic study").
- 2) What is the town's threshold? 100 peak hour trips or 1,000 daily trips. This size building does not meet those thresholds so we work with transportation staff instead of relying upon a traffic study.

The "3 stripes" on the 2045 Land Use Map dictates that the property is required to have a minimum percentage of non-residential uses.

What is designated as the minimum percentage that it is required to have under current zoning laws? The "minimum" percentage for a mixed use project is typically: minimum 30% non-residential and a maximum of 70% residential. In our case, we are 100% non-residential. Town wants to see more non-residential development so this fits within the Town's concepts. Will need to confirm this with staff just to make sure I have worded this exactly like the Development Ordinance.

Thank you,  
Suzanne

**From:** Jeff Roach <[jroach@peakengineering.com](mailto:jroach@peakengineering.com)>  
**Date:** Wednesday, February 24, 2021 at 12:48 PM  
**To:** "Kissel, Suzanne"  
**Subject:** [EXT]: RE: Questions for Veterinary Hospital

Good afternoon Suzanne. I have tried to provide some feedback below in red.

Jeff Roach, P.E.  
Peak Engineering & Design, PLLC  
(919) 439-0100

**From:** Kissel, Suzanne  
**Sent:** Wednesday, February 24, 2021 8:14 AM  
**To:** Jeff Roach <[jroach@peakengineering.com](mailto:jroach@peakengineering.com)>  
**Subject:** Questions for Veterinary Hospital

- 1) Has there been a traffic study conducted for Jenks Road? Does it take into account that Westford has not yet been built out? What does it show? I've been told that these are required for rezonings. A traffic study is not required for the building as the anticipated number of trips does not reach the Town's threshold for the TIA. The building users are low volume trip generators. Only larger volume trip generators are required to conduct TIAs. We still coordinate with transportation staff through the zoning and site plan reviews to make sure we mitigate traffic created by the new office.
- 2) The land in question is over 6 acres. What else is planned other than the Veterinary Hospital? How many buildings in total will be put on the site? The plan is for one building on the property with outdoor fenced area for patient (pet) recovery areas. No pets will be boarded (unless they just had surgery) and no pets will be left to roam the outdoor recovery area without direct supervision (it is not a pet day care, it is a hospital).
- 3) What measures will be taken to protect our children at the bus stop on the dangerous curve between Sunset Meadows and Jenks Road? If you are referring to the curve in Jenks Road, we are required to widen Jenks Road to the Town's ultimate section (providing more pavement) and construct a sidewalk on the project side of Jenks. That will not remove the curve in Jenks Road but will provide some clearing that may improve sight distance for vehicles traveling east on Jenks Road.
- 4) Why is this land being considered for business when it is bordered on all sides by residential developments and is not at the corner of an existing, significant intersection? The property is shown on the Town's 2045 Land Use Map (see the snip-it below) as either High Density Residential (apartments or townhomes), Commercial Services, or Office-Employment. The "3 stripes" on the 2045 Land Use Map dictates that the property is required to have a minimum percentage of non-residential uses. In this case, we are proposing 100% non-residential. This type of business relies upon residential developments to succeed so location on US 64 or other major thoroughfares is not always the best place for them.



# JENKS ROAD VETERINARY HOSPITAL – REZONING NEIGHBORHOOD ATTENDANCE SHEET

Name	Email address/contact information (if provided)	Address (if known)	City (if known)
Ryan Carfley		1017 Sunset Meadows Dr	Apex, NC
Anna Reverdatto		1021 Sunset Meadows Dr	Apex, NC
Konstantin Reverdatto		1021 Sunset Meadows Dr	Apex, NC
Ken Bruns		1053 Sunset Meadows Dr	Apex, NC
Suzanne Kissel		1029 Sunset Meadows Dr	Apex, NC
Sarah Penley		1013 Sunset Meadows Dr	Apex, NC
F Winston Penley		1013 Sunset Meadows Dr	Apex, NC
Vincent Neumann		1057 Sunset Meadows Dr	Apex, NC
Merle Wolfgang		1049 Sunset Meadows Dr	Apex, NC
Christopher Reder		1028 Sunset Meadows Dr	Apex, NC
Meghann Reder		1028 Sunset Meadows Dr	Apex, NC
Brad Buckingham		7721 Jenks Road	Apex, NC
Carey McMains		7809 Jenks Road	Apex, NC
Ira Maynard		7728 Jenks Road	Apex, NC
Eura Tunstall		11725 Ranburne Rd 1533 Old Ivey Rd	Mint Hill, NC Apex, NC
J J		Unknown address	
Jeff Roach Peak Engineering & Design		1125 Apex Peakway	Apex, NC
Daniel Woods Peak Engineering & Design		1125 Apex Peakway	Apex, NC
Daniel Shults			
Jonathan Edwards		1125 Apex Peakway	Apex, NC

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 11, 2021

## Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning and Community Development

### Requested Motion

Motion to set Public Hearing for the May 25, 2021 Town Council meeting regarding 2045 Land Use Map amendment and Rezoning Application #21RZ07 Herbert Street (PIN 0741397109). 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 acre located at 0 Herbert Street from Medium Density Residential (MD) to Neighborhood Business (B-1).

### Approval Recommended?

The Planning and Community Development Department recommends approval.

### Item Details

### Attachments

- Vicinity 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 25<sup>th</sup> 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 FORM**Application #: 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 OWNERSHIP**Application #: 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.

[Signature]  
Notary Public  
State of North Carolina  
My Commission Expires: 7/24/2023

[NOTARY SEAL]

## 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](http://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 1<sup>st</sup> and 3<sup>rd</sup> 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](mailto: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.

<b>Noise &amp; Hours of Construction:</b>	<b>Non-Emergency Police</b>	<b>919-362-8661</b>
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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.

<b>Construction Traffic:</b>	<b>James Misciagno</b>	<b>919-372-7470</b>
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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).

<b>Road Damage &amp; Traffic Control:</b>	<b>Water Resources – Infrastructure Inspections</b>	<b>919-362-8166</b>
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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.

<b>Parking Violations:</b>	<b>Non-Emergency Police</b>	<b>919-362-8661</b>
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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.

<b>Dirt in the Road:</b>	<b>James Misciagno</b>	<b>919-372-7470</b>
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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.

<b>Dirt on Properties or in Streams:</b>	<b>James Misciagno</b> <b>Danny Smith</b>	<b>919-372-7470</b> <b><a href="mailto:Danny.Smith@ncdenr.gov">Danny.Smith@ncdenr.gov</a></b>
--	--	--

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](mailto:danny.smith@ncdenr.gov)) with the State.

<b>Dust:</b>	<b>James Misciagno</b>	<b>919-372-7470</b>
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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.

<b>Trash:</b>	<b>James Misciagno</b>	<b>919-372-7470</b>
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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.

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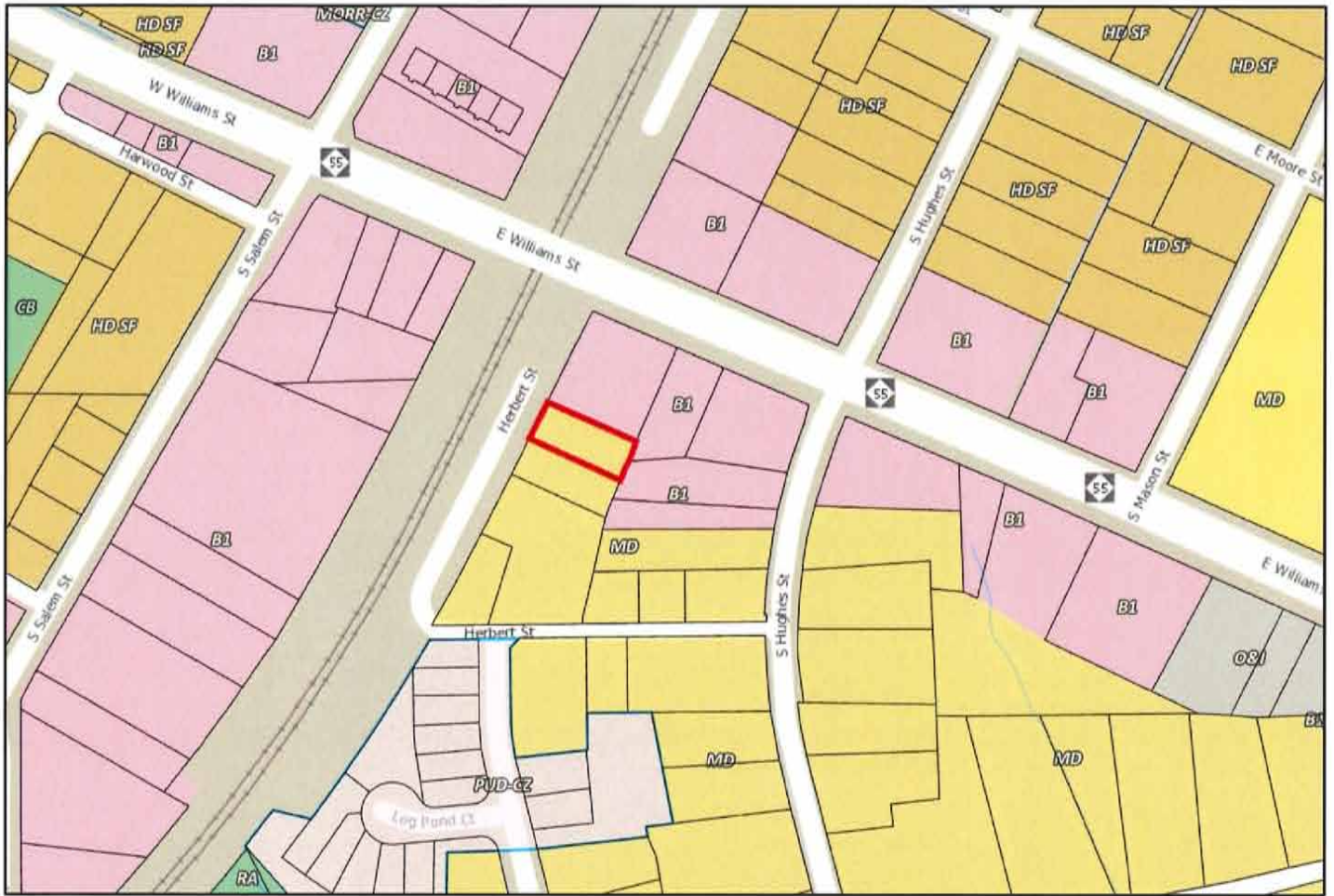
Temporary sediment basins during construction (prior to the conversion to the final stormwater pond) are often quite unattractive. Concerns should be reported to James Misciagno at 919-372-7470 so that he can coordinate the cleaning and/or mowing of the slopes and bottom of the pond with the developer.

<b>Stormwater Control Measures:</b>	<b>Jessica Bolin</b>	<b>919-249-3537</b>
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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.

<b>Electric Utility Installation:</b>	<b>Rodney Smith</b>	<b>919-249-3342</b>
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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.



**Vicinity Zoning Map**



0 105 210 420 ft  
1 inch = 200 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.

**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](https://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](mailto: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](mailto: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.



Jessica M. Brito  
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: CONSENT AGENDA

Meeting Date: May 11, 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 May 25, 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 Town Council and Planning Staff:

1. Amendments to Sec. 2.2.7 *Neighborhood Meeting* and 2.2.11 *Public Notification* in order to allow virtual neighborhood meetings as an option whether or not limitations on gathering are in place, to increase the minimum number of days for written notice of a neighborhood meeting from 10 days to 14 days, and to require that all required written notices be provided to tenants in accordance with the same standards applicable to property owners. The proposed effective date for these amendments is July 1, 2021.

Requested by the Planning Committee of Town Council:

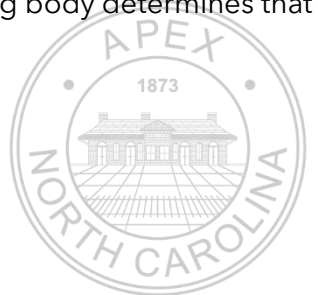
2. Amendments to Sec. 8.6.2 *Lighting Plan* and Sec. 8.6.3 *Illumination Standards* in order to specify the maximum correlated color temperature of exterior lights.

Requested by Planning Staff:

3. Amendment to Sec. 2.2.18 *Public Hearing Procedures* in order to remove subsection 2.2.18.E *Successive Applications*. This subsection currently requires a one year waiting period to resubmit an application that is denied unless the new application is materially different or the decision-making body determines that the prior disapproval was based on a material mistake of fact.

### Attachments

- N/A



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 11, 2021

## Item Details

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

Department(s): Planning and Community Development

### Requested Motion

Motion to approve amendments to the Town of Apex Address Policy, last amended on August 4, 2020, to update the street naming process.

### Approval Recommended?

Yes

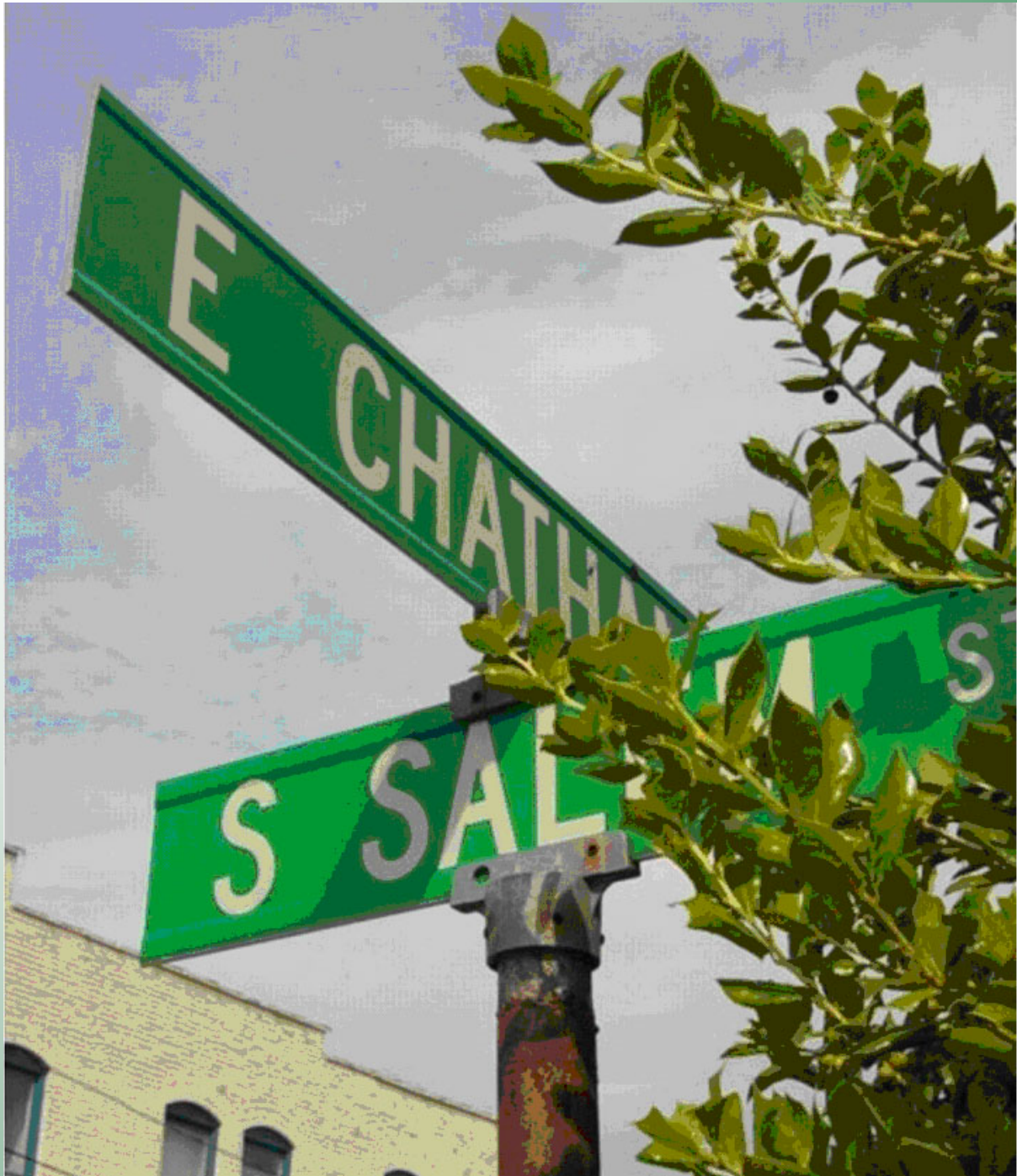
### Item Details

The Town of Apex Address Policy was initially approved in 2003 and last amended in August 2020. The changes proposed are mainly to: (1) Clarify the procedures for citizen-initiated renaming by distinguishing between public and private roads; (2) Lower the percentage of property owner signatures required for Town Council to consider a citizen-initiated renaming from 80 percent to 50 percent; (3) Clarify how majority ownership will be determined in the case of government-owned property, homeowner association-owned property, and single ownership of multiple properties; (4) Add requirements to notify tenants in addition to property owners in the case of renaming; (5) Clarify procedures for block assignments; and (6) Update direction for display of street signs and address numbers. In addition, the changes modify or add several definitions including: public alleys, alley-loaded structures, tenants, affected property owner, private street, public street, thoroughfare, and collector street.

### Attachments

- Town of Apex Address Policy showing recommended changes
- Recommended Town of Apex Address Policy





# Address Policy

## Town of Apex

Approved August 5, 2003

Amended August 4, 2020

Amended {Town Council Approval Date}



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## **Acknowledgements**

### ***Board of Commissioners***

Keith H. Weatherly, Mayor  
Don Grimes  
Bill Jensen  
Mike Jones  
Doug Meckes  
Gene Schulze

### ***Town Management***

Bruce Radford, Town Manager  
Mike Wilson, Assistant Town Manager

### ***Town of Apex Staff***

David Rowland  
Director — Planning Department

Jeph Allen  
Plans and Permits Supervisor — Construction Management

Bonnie Bailey  
Senior Administrative Support Specialist — Planning Department

David Beggs  
Communications Supervisor — Police Department

Will Brown  
Intern — Planning Department

Karl Huegerich  
Fire Marshal — Fire Department

Audrey Jones  
Customer Service Supervisor — Finance Department

Peter LaPiana  
Director — Information Systems

Raymond McNemar  
Information Service Technician — Information Systems

Julia Rudy  
Planning and GIS Technician — Planning Department

Nicky Winstead  
EMS Chief — Apex EMS

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## ARTICLE 1 INTRODUCTION

### A) Purpose and Authority

The Town of Apex Address Policy ("the Policy") is designated as the official addressing policy for the Town of Apex in Section 18-1 of the Code of Ordinances. The purpose of this ~~the Policy~~ document is to present guidelines and regulations for every street naming and address numbering scenario that occurs in Apex, North Carolina. The Town of Apex Planning and Community Development Department is the agency to which authority is given to change, modify, or assign addresses within the Town of Apex Corporate Limits or its Extraterritorial Jurisdiction (ETJ).

The Town of Apex Building Inspections and Permitting Department will confirm that streets are adequately numbered before a Certificate of Occupancy (CO) is issued.

### B) Role of Addressing

Addresses provide an orderly means of locating people and places within a community. An important aspect of address information is its use for the daily protection of the public and their property. Emergency services, such as police, fire, and EMS, rely on addresses to provide assistance where needed for efficient and effective operations. Public utilities and mail delivery also rely on proper addressing measures. Difficulty in emergency response, utility maintenance, and mail delivery often result from poor addressing.

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## ARTICLE 2 STREET NAME ASSIGNMENT

A street name identifies the stretch of roadway on which a parcel, unit, or dwelling is addressed. A street suffix, or type, identifies the roadway as unique (if duplicates already exist) and describes the character (length, landscape, occupancy) of the roadway.

The Town of Apex has the authority to assign names to new or unnamed streets within the corporate limits and ETJ. The Town of Apex also has authority to approve road name changes for streets located completely within the corporate limits. The Wake County Board of Commissioners maintains the authority to rename streets within the ETJ. The Town of Apex shall approve a resolution in support of or against the road name change prior to the Board of Commissioners public hearing. Staff from the Town of Apex Planning and Community Development Department shall be present at the Board of Commissioners public hearing in order to represent the Town's stance on the road name change. The Town of Apex and Wake County will conduct concurrent renaming processes and work in cooperation if a road name change extends beyond the incorporated Apex boundaries.

### A) Street Naming Instance

All planned and existing routes passable by motor vehicle shall be named when they contain rights-of-way or serve as the primary means of ingress and egress for a minimum of four (4) dwelling units. Public alleys constructed after the original adoption of this Policy shall also be named, but no primary structures shall have addresses assigned to an alley. "Bump-outs," or rounded extensions which are not true cul-de-sacs, are considered a part of the existing roadway and not a new street. ~~Alleys are not to be considered named streets.~~

### B) Street Naming Procedure

#### 1) *Developer Initiated Naming*

Planned streets and unnamed existing streets shall be identified by names through the completion of a Road Name Approval Application from the Apex Planning and Community Development Department. A proposed name (with suffix) shall be presented along with an alternate for each road to be named. Road names will be scrutinized based on the criteria set forth in this Policy. The Town of Apex Planning and Community Development Department will send Town-approved road names to the Wake County Geographic Information System (GIS) Department for final County approval. The Wake County GIS E911/Addressing Team will ensure that road names do not conflict with or cause confusion within both the County-wide Street Dictionary and the 911 system. After Wake County approval, the Town of Apex Planning and Community Development Department will inform the applicant of the approved road names. Developers shall submit names for new roads during site plan review in order to label approved names on plans approved by the Town's Technical Review Committee (TRC) or the Town Council. Approved road names, therefore, must be included on the first construction drawing submittal to the Town of Apex. New road names are reserved by the Town of Apex and Wake

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County until a subdivision plat or site plan final plat is recorded, at which time the road names become active for use.

## 2) ***Citizen Initiated Renaming***

### Public Roads

Street renaming requests proposed by property owners for a public road shall be submitted via the Road Name Approval Application from the Apex Planning and Community Development Department with special mention of a renaming request in the location description line. The person requesting the road name change must own property along said road. The request shall also include the signatures of ~~no less than eighty~~ over fifty percent (~~80~~ >50%) of affected property owners in order to be considered by the Town for a possible road name change; ~~requests containing signatures from one hundred percent (100%) of affected property owners will not require a public hearing.~~ The majority (over 50%) of property owners along the road must agree to both the request to change the road name and the requested new road name. An owner of multiple properties along a road, as listed with the Wake County Register of Deeds, will only count as a single owner for the purposes of establishing the signature requirement. Likewise, multiple owners of a single property are jointly treated as one owner. Property owner signatures shall be accompanied by a description of the concerns or reasons prompting the request. Road names will be scrutinized based on the criteria set forth in this Policy. The Town of Apex Planning and Community Development Department will send the proposed road name to the Wake County GIS E911/Addressing Team for County approval. Wake County GIS will ensure that road names do not conflict with or cause confusion within both the County-wide Street Dictionary and the 911 system. If the County confirms that the proposed name presents no conflicts, the Planning and Community Development Department will draft a resolution detailing the request. ~~The resolution shall then be brought before the Town Council. Only after the Town Council approves a resolution to change the road name will the name be officially changed. The Planning and Community Development Department will then notify affected property owners of the road name change and replace the street name signs.~~

When petitioners are unable to secure agreement from one hundred percent (100%) of affected property owners, a public hearing of the Town Council shall be required after Town and County staff reviews. The Town Council shall cause notice of the time, place, and subject matter of the public hearing to be published on the Town's website, prominently posted at the Town Hall, and mailed to affected property owners and tenants no less than ten (10) days prior to the public hearing. Following the public hearing, the Council will either approve the road name change or deny the road name change by resolution. No road name change is final until a resolution is approved by Town Council. The Town of Apex will then notify affected property owners and tenants of the road name change, and the Town will replace the

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street name signs. The road name change becomes effective sixty (60) days following Town Council approval or at a later date designated by Town Council.

A public hearing is not required for requests containing signatures from one hundred percent (100%) of affected property owners where all owners are in agreement to both the request to change the road name and the requested new road name. However, if agreement on the new road name is not unanimous among all affected property owners, the request will be presented to the Town Council according to the aforementioned public hearing requirements. If the County confirms that the proposed name presents no conflicts, the Planning and Community Development Department will draft a resolution detailing the request. The resolution shall then be brought before the Town Council. Only after the Town Council approves a resolution to change the road name will the name be officially changed. The Planning and Community Development Department will then notify affected property owners and tenants of the road name change, and the Town will replace the street name signs. The road name change becomes effective sixty (60) days following Town Council approval.

Road name change requests which have gathered fifty percent (50%) or less of property owner agreement will not be considered for review by Town staff or Town Council.

Property owned by the Town of Apex or other government entity will be excluded from the majority ownership determination. Likewise, property owned by a homeowner association (HOA) will be excluded from the majority ownership determination in order to avoid possible conflicts of interest.

#### Private Roads

Street renaming requests proposed by property owners for a private road shall be submitted via the Road Name Approval Application from the Apex Planning and Community Development Department with special mention of a renaming request in the location description line. The person requesting the private road name change must own property along said road. Private road name changes require unanimous (100%) agreement by all property owners affected by the name change, and the agreement must be for both the road name change and the new road name. Property owner signatures shall be accompanied by a description of the concerns or reasons prompting the request. Road names will be scrutinized based on the criteria set forth in this Policy. The Town of Apex Planning and Community Development Department will send the proposed road name to the Wake County GIS E911/Addressing Team for County approval. Wake County GIS will ensure that road names do not conflict with or cause confusion within both the County-wide Street Dictionary and the 911 system. If the County confirms that the proposed name presents no conflicts, the Planning and Community Development Department will approve the request and notify the private road owner(s). The private

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road owner(s) must notify all tenants of the road name change after the name change is approved. The Town will mail a separate notification regarding the road name change to all property owners and tenants. The property owners are also responsible for replacing all street name signs. The replacement signs must conform to the requirements of Article 6 of this Policy.

3) ***Town Initiated Renaming***

The Town shall have the authority to rename streets within its corporate limits as needed for reasons related to public safety or inappropriateness. Circumstances and situations may change with the passage of time which may render previously safe and acceptable street names as no longer protecting public health, safety, and general welfare. Once made aware of a potential issue related to an existing street name, Town Administration and Department Directors shall investigate the issue and reach consensus on whether or not a road name change is needed.

The Town shall initiate the process by proposing a suitable road name to replace the name of concern. The Town of Apex Planning and Community Development Department will send the proposed road name to the Wake County GIS Department for County approval. Wake County GIS E911/Addressing Team will ensure that the proposed road name does not conflict with or cause confusion within both the County-wide Street Dictionary and the 911 system. The Town will then notify affected property owners and tenants of the intent to change the road name and request input regarding the matter. No earlier than 30 days after notification letters have been sent to the affected property owners and tenants, the Town Council shall cause notice of the time, place, and subject matter of the public hearing to be published on the Town's website, prominently posted at the Town Hall, and mailed to affected property owners and tenants no less than ten (10) days prior to the public hearing. If alternate names are proposed by the affected owners and tenants, the Planning and Community Development Department shall verify the approvability of the names using Town guidelines and a review by the County. Following the public hearing, the Council will either approve the road name change or deny the road name change by resolution. No road name change is final until a resolution is approved by Town Council. The Town of Apex will then notify affected property owners and tenants of the road name change and replace the street name signs. The road name change becomes effective sixty (60) days following Town Council approval or at a later date designated by Town Council.

C) **Street Naming Guidelines**

1) ***Same Names/Homophones***

Names duplicating or sounding similar to existing road names are prohibited. Despite spelling differences, phonetically similar sounding names are considered duplicate streets. Also, same names but different suffixes are considered duplicate streets.

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2) **Confusing Names**

Names are prohibited that are difficult to pronounce or have uncommon spellings of common names (Example: Lighthouse is acceptable; Litehouse is not).

3) **Proper Names**

Avoid proper names of individuals or businesses (Example: Hannaford Drive). Proper names may be authorized, if deemed appropriate, at the discretion of the Town Council.

4) **Inappropriate Names**

Names that offend the community or are otherwise deemed inappropriate by the Town of Apex will not be approved.

5) **Directionals**

Cardinal directions (North, South, East, West) and intermediate directions (Northeast, Northwest, Southeast, Southwest) are prohibited.

6) **Numerals**

Numbers – spelled out, ordinal or numerical – are not allowed.

7) **Punctuation**

Punctuation marks (periods, hyphens, apostrophes) are not allowed.

8) **Unapproved Suffixes**

Suffixes other than Town of Apex approved suffixes are prohibited (Article 2 Section E).

9) **Double Suffixes**

Double suffixes are prohibited (Example Willow Trace Street).

10) **Min/Max Length**

Names must be no ~~smaller~~shorter than three (3) characters and no ~~larger~~longer than fourteen (14) characters in length. Exceptions may be made for site plans that are determined to be major site plans by the Town's Unified Development Ordinance (UDO).

**D) Special Street Name Situations**

1) **Continuous Subdivision Streets**

Continuous streets that run from one subdivision into another subdivision shall attempt to continue with the same name.

2) **Cul-de-sacs**

Cul-de-sacs that are set aside from the street by a neck are to be named. Bump outs that are depressions in the street shall not be named.

3) **Forks**

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The fork with the highest traffic volume will continue with the name assigned to the forking street.

4) **Loops**

Loop streets continue with the same name until they terminate themselves. A street shall not cross over itself and cause an intersection of same-name streets.

E) **Street Suffix Guidelines**

The allowed road suffixes are listed below, followed by their approved abbreviation and a description of the conditions under which each suffix is to be used.

1) **Alley (ALY)**

A public or private vehicular way providing secondary service access along rear or side property lines of lots which are also served by a higher order street type. ~~Narrow, privately maintained service way intended for pedestrian and service vehicle traffic; typically located behind buildings or near rear property lines.~~

2) **Avenue (AVE)**

Wide public thoroughfare within a city or town, often lined with trees.

3) **Bend (BND)**

Short road with a curved shape.

4) **Boulevard (BLVD)**

Broad city thoroughfare, tree-lined and landscaped with a median strip.

5) **Bypass (BYP)**

North Carolina Department of Transportation (NCDOT) approved highway or section of highway that passes around a congested area.

6) **Circle (CIR)**

Circular or arched short roadway that intersects the road from which it originates or returns to itself; short connector.

7) **Corner (COR)**

Generically named roadway.

8) **Court (CT)**

Short dead-end roadway, especially one that is wide and nearly surrounded by houses; cul-de-sac.

9) **Cove (CV)**

Short roadway with only one outlet and a circular turnaround; cul-de-sac.

10) **Crescent (CRES)**

Roadway with arced shape.

- 
- 11) **Crossing (XING)**  
Roadway which is at least a collector street and will cross a minimum of one major road.
- 12) **Drive (DR)**  
Curvilinear roadway for access to a local destination.
- 13) **Expressway (EXPY)**  
High-speed, divided multi-lane major arterial street with few or no intersections.
- 14) **Extension (EXT)**  
A road which has been added to a previously existing road.
- 15) **Fork (FRK)**  
Generically named roadway associated with a fork.
- 16) **Freeway (FWY)**  
High-speed, high-capacity, limited-access public transportation thoroughfare serving regional and state-wide travel; free of tolls.
- 17) **Highway (HWY)**  
High-speed, high-capacity, limited-access public transportation thoroughfare that connects towns and regions; State, Interstate, or US distinction.
- 18) **Lane (LN)**  
Secondary connector street.
- 19) **Loop (LOOP)**  
Circular roadway that loops around and terminates itself or returns to the same street from which it originates.
- 20) **Parkway (PKWY)**  
Broad landscaped highway divided by a vegetated median, occasionally constructed for scenic view.
- 21) **Path (PATH)**  
Generically named roadway with no more than two (2) travel lanes.
- 22) **Peakway (PEWY)**  
Broad landscaped, major thoroughfare divided by a vegetated median.  
(NOTE: Name used at town's discretion in approved location.)-
- 23) **Place (PL)**  
Short roadway or cul-de-sac.
- 24) **Plaza (PLZ)**

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Generically named roadway sided by an open area within a town and accessible to pedestrians; mixed-use road with businesses and homes.

25) **Point (PT)**

Cul-de-sac; short roadway adjacent to a waterway.

26) **Road (RD)**

Generically named roadway.

27) **Run (RUN)**

Local access roadway that dead ends, usually with a cul-de-sac, and feeds short road branches.

28) **Square (SQ)**

Generically named roadway sided by an open, usually four-sided area at the intersection of two or more streets used as vegetated open space.

29) **Station (STA)**

Generically named roadway that is fronted by a place of interest or depot; a road along which an urban setting exists or is mimicked.

30) **Street (ST)**

Public roadway within a city or town, usually lined with residences and sidewalks.

31) **Terrace (TER)**

Residential street.

32) **Trace (TRCE)**

Short, connecting roadway or dead-end road.

33) **Trail (TRL)**

Nonlinear, local access roadway that generally conforms to natural topography.

34) **Walk (WALK)**

Roadway connecting two roads; named pedestrian walkway.

35) **Way (WAY)**

Short roadway used as an inlet that dead ends; short connector.

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## ARTICLE 3 STREET ADDRESS SYSTEM

### A) Establishment of Numbering Scheme

The frontage interval system is used in assigning addresses within Apex. Using this system, address numbers are assigned every fifty (50) feet of street frontage. This scheme results in approximately two hundred ten (210) numbers per mile, one hundred five (105) on each side of the street.

The central geographic point for addressing is the intersection of Salem Street and Chatham Street. These streets are referred to as baselines. Chatham Street divides Salem Street into North Salem Street and South Salem Street. Salem Street divides Chatham Street into East Chatham Street and West Chatham Street. Historically, streets that cross either Salem or Chatham Street were assigned directionals [i.e. N Hughes and S Hughes Street, E Williams and W Williams Street (Figure 1)]. Using the current addressing system, future use of directionals is not allowed.

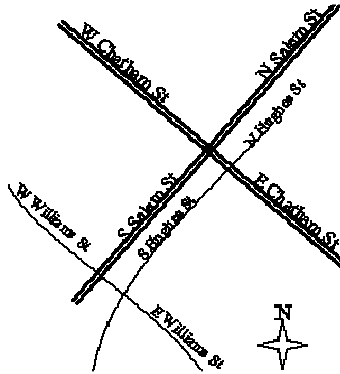


Figure 1

Street blocks are numbered outward from the Salem/Chatham Street intersection. Blocks nearest Salem Street moving in a general east-west direction begin numbering at 100 and increase in hundred-range per block along the same street. This will result in a block adjacent to Salem Street beginning in the 100 range, the second block beginning in the 200 range, etc. Block numbering moves eastward from Salem Street for blocks east of Salem Street and westward for blocks west of Salem Street.

Blocks nearest Chatham Street moving in a general north-south direction begin numbering at 100 and increase in hundred-range per block along the same street. This will result in a block adjacent to Chatham Street beginning in the 100 range, the second block beginning in the 200 range, etc. Block numbering moves northward from Chatham Street for blocks north of Chatham Street and southward for blocks south of Chatham Street.

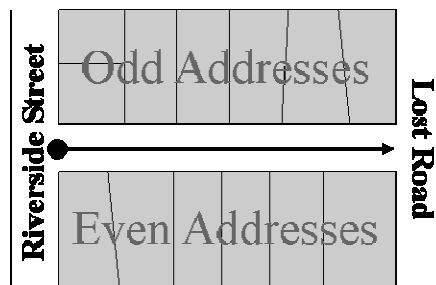
Assignment of hundred-range blocks where streets do not intersect either Salem or Chatham Street, or where directional orientation in relation to those streets cannot be determined, is based upon the [grid system map incorporated into the Planning and Community Development Department's GIS databases](#) street from

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which they emerge. A street block assignment is based on the begins where it is nearest to the baseline of the grid system, and the assigned block range corresponds to the number designated for the respective baseline. The 400 block range starts where the street begins, moving down the street away from its origin. The block range and individual street numbers continue in sequence from the beginning baseline and proceed toward the next baseline. Streets that continue without a break in the block shall increase into subsequent hundred-ranges until there is a break. Block ranges shall break where a street is intersected by another street provided that the next baseline is close enough to not distort address assignments in subsequent blocks. Natural breaks, such as stream buffers and conservation land, shall also serve as block range breaks as needed. ~~If the street name continues past the break, the next hundred range after the last addressed number and reserved space, will begin the block (see Article 4 Section T).~~ If a street name changes at an intersection, street numbering begins in the 100 range in the direction away from the road's beginning. In other words, numbering starts over for each new road.

**B) Odd and Even Numbers**

Even numbers shall be assigned to lots on the right side of the street and odd numbers on the left side of the street as the street moves away from a baseline (Figure 2). Addresses are assigned in sequential order, increasing from the block's origin, and alternating from both sides of the street. Numbers assigned on one side of the street shall be numerically similar with those on the opposite side.



**Figure 2**

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## ARTICLE 4 NUMBERING SEQUENCE

### A) Linear Streets

Linear streets are addressed beginning at their point of origin. Each block along a street begins a new hundred-range (Figure 3). Due to the length of some blocks, address ranges per block may be considerably smaller than the available 100. The odd and even numbering is maintained down the street following a successive order in which street numbers are similar on both street sides. A general guideline of assignment of new numbers every 50 feet allows adequate frontage space.

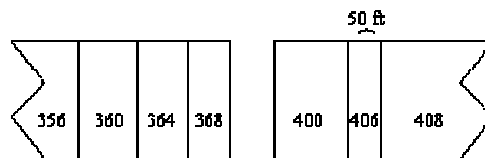


Figure 3

### B) Diagonal Streets

Diagonal streets are to be treated as either north-south or east-west linear streets, based on the primary direction.

### C) Circular Streets

Circular streets begin at the lowest numbered intersection and are numbered in increasing intervals to the highest numbered intersection (Figure 4). The outside numbers are addressed, and then the inside is addressed to match. This will result in fewer numbers on the inside, as well as missing intervals between inside numbers.

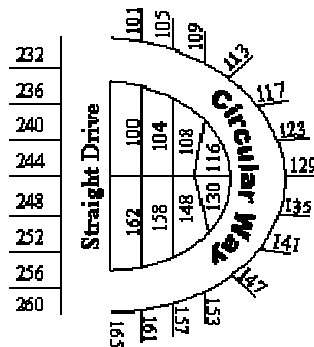
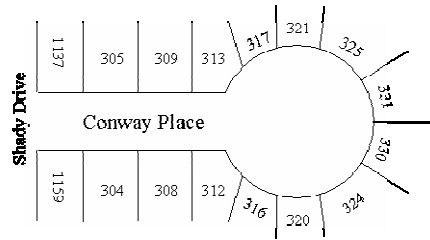


Figure 4

### D) Cul-de-sacs

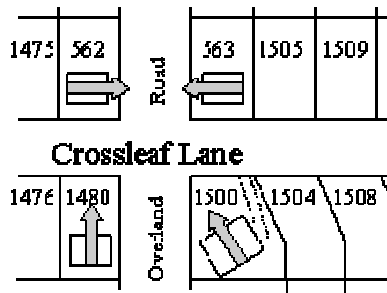
Cul-de-sac numbering begins at the intersection and moves toward the turnabout (Figure 5). Numbering shall be as with a normal street proceeding with odd on the left side of the circle and even on the right side of the circle.



**Figure 5**

**E) Corner Lots**

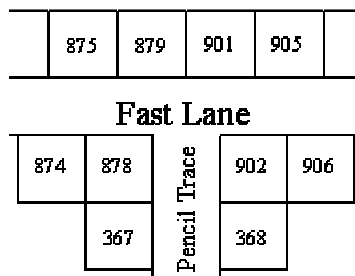
Corner lots are given two addresses, one off of each street. A structure on a corner lot is assigned a number from the street which the front entrance faces (Figure 6). If the front entrance is indistinguishable, a side street used for primary access shall be assigned. If the primary access to a commercial/industrial structure is from a side road that the structure does not face, a side road address is assigned.



**Figure 6**

**F) T-Intersections**

T-intersections are treated as block dividers. If a lot opposite the joining street begins on the former block, the lot will be assigned a number for that block interval (Figure 7). If the lot begins across from the joining street and ends on the latter block, the lot will be assigned a number from the new block interval.



**Figure 7**

**G) Dog-Leg Intersections**

Dog-leg intersections, or offset intersections, are treated as normal intersections (Figure 8). The offset road is treated as if it were continuous. New dog-leg intersections are not permitted.

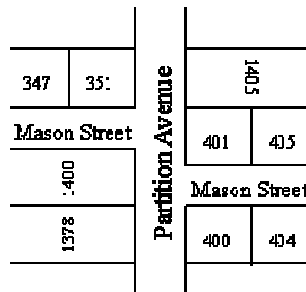


Figure 8

## H) Stacked Addresses

Stacked addresses result from structures being placed behind other structures (Figure 9). If the stacked units share a common driveway or face the same road, the secondary unit shall be assigned its own number. If this is impossible, the secondary unit shall be numbered with a hyphenated number suffix (i.e. 122-B). New flag lots that would require stacked addresses are not allowed.

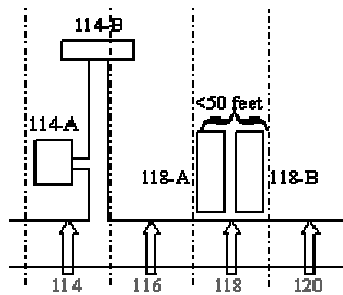


Figure 9

## I) Apartments and Condominiums

### 1) Apartment and Condominium Complexes (Private Roads)

Apartment complexes shall have a number assigned to each building. Numbers are then assigned to individual apartments. Streets within the complex shall be named. Each building is assigned a number off of the private street name, such as 8000 Peach Road. Apartments can now be located by using floors as part of the address. Floor 3 is considered a 300 level address. A floor below ground level is regarded as Floor 0. Each individual apartment on the floor is assigned a number 01-99. Using this example, an apartment or condominium on 8000 Peach Road, Floor 3, Apartment 26 has the address 8326 Peach Road (Figure 10). Buildings within apartment and condominium complexes are assigned odd addresses on the left and even addresses on the right of the roads. Building 7000 therefore would be on the left and Building 8000 on the right. Odd and even apartment numberings apply to apartments on building floors as well.

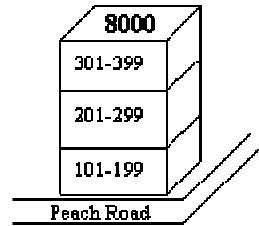


Figure 10

## 2) *Infill Apartment Structures (Public Rights-of-Way)*

Apartment buildings located along public streets where no new address numbers are available are assigned individual apartment numbers off of the street address. Apartments 101-199 are designated for Floor 1, 201-299 for Floor 2, and so forth. In Figure 11, the apartment building is located at 117 Wayside Street. The seventh apartment on the left side of Floor 2 on 117 Wayside Street is assigned the address 117 Wayside Street, Apartment (Apt.) 213.

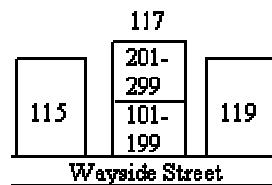


Figure 11

## J) **Townhouses and Side-By-Side Duplexes**

Townhouses and side-by-side duplexes are addressed as if they were individual addresses along the street (Figure 12).

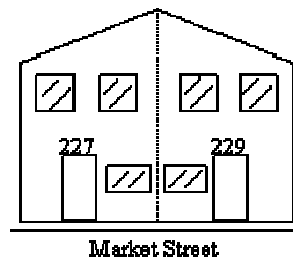
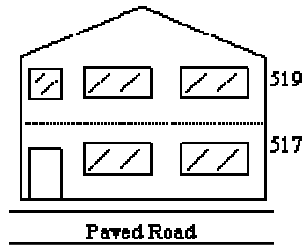


Figure 12

## K) **Multilevel Duplexes**

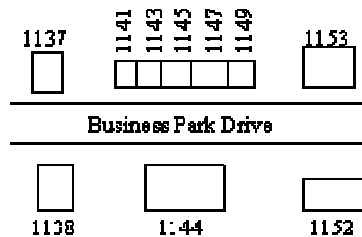
Multilevel duplexes are treated as if they are individual units along a street. Multilevel duplexes are assigned appropriate street numbers, with the lowest street number on the lower level and the higher number on the higher level. An example would be a two-story duplex with the bottom unit assigned 517 Paved Road and the top unit assigned 519 Paved Road (Figure 13).



**Figure 13**

**L) Single-Level Businesses**

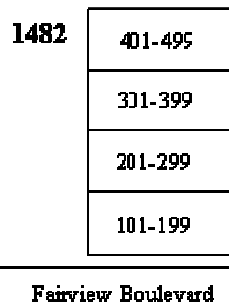
Individual businesses within single-level building are assigned address numbers off of the street (Figure 14). If no room is available for individual street addresses, suite addresses shall be assigned to individual businesses. In this situation, the middle of the building determines the street address for the entire building.



**Figure 14**

**M) Multilevel Businesses**

Businesses in a multilevel building are assigned one number for the entire building. Each unit within the building is assigned an internal address that reflects the floor number and suite number. Suite numbers 101-199 are assigned for Floor 1, 201-299 for Floor 2, and so forth. An example address would be 1482 Fairview Boulevard, Suite (Ste.) 324 (Figure 15).



**Figure 15**

**N) Central Business District**

Within the central business district, some second floor units are commonly accessed from the street. A unit within a downtown building that has this street access is addressed with an alphabetical suffix (Figure 16). An example is 103-A

for the first floor address and 103-B for the second floor address. Within these individual addresses, suite numbers may be assigned, such as 103-A N Salem Street, Suite 2.

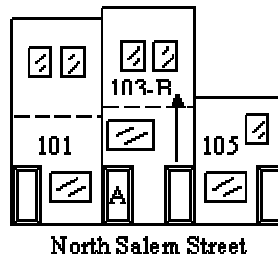


Figure 16

## O) Shopping Centers

### 1) *Single-Level Centers*

Individual businesses or units within single-level shopping centers are assigned address numbers off of the street (Figure 17). Where possible, individual businesses are to be numbered off of privately named streets.

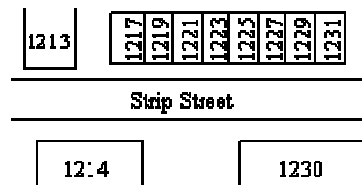


Figure 17

### 2) *Multilevel Centers*

Multilevel shopping centers are assigned a main address based on the middle of the building. Each individual business is then assigned a suite number. Suites on Floor 1 are assigned 100 level numbers, Floor 2 assigned 200 level numbers, and so forth. The lowest suite number for each floor is assigned to the suite nearest the lowest street address (Figure 18). Where possible, individual businesses are to be numbered off of privately named streets.

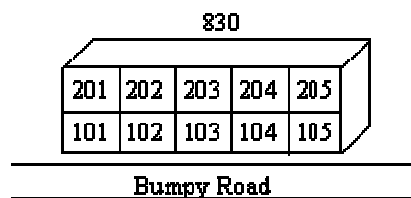
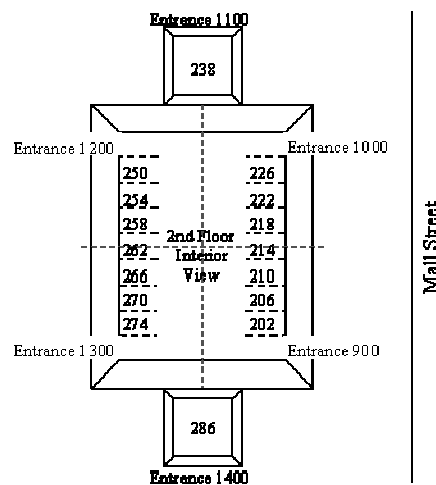


Figure 18

**P) Shopping Malls**

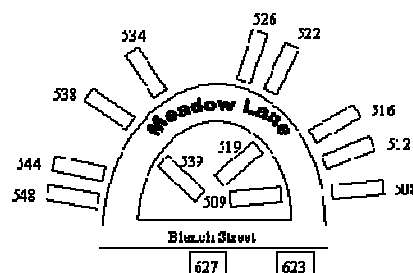
Shopping malls are enclosed shopping centers accessible only to pedestrians. For single-level buildings, the suites are assigned numbers in the 100 range. Multilevel buildings have 100-range numbers on the first floor and 200-range numbers on the second floor. Additional floors follow the same pattern. Each mall entrance is designated an address off of which the suite addresses are assigned (Figure 19). Entrance numbers are chosen by assigning a different block number off of the main street to each mall entrance. Example addresses include 1100 Mall Street, Suite 238 and 1300 Mall Street, Suite 266. Assigning suite addresses in relationship to mall entrance locations enhances response time for emergency services. When the construction plans are signed, the designated addressing assigner and a designee from the fire and police departments will assign addresses. They shall issue suite numbers that allow sufficient space for address additions.



**Figure 19**

**Q) Mobile Home Parks**

Mobile home parks shall have all roads named (Figure 20). Mobile homes along the roads shall be assigned street numbers as normal, except addresses are assigned every five (5) feet.

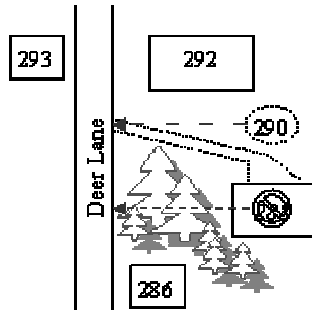


**Figure 20**

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**R) Hidden Structures and Lots**

Hidden structures and lots are the consequence of obscured views from the road. If a structure cannot be seen from the road, the address shall be assigned at the site where the driveway meets the road (Figure 21).



**Figure 21**

**S) Temporary Structures**

Temporary structures are small buildings erected on properties for a specific use over a limited time. Construction sites and some automobile dealerships are examples of where temporary structures are used. Temporary structures can receive mail and may need the use of emergency services; therefore, an address is required for safety as well as convenience. The temporary structure shall be assigned the main parcel address.

**T) Segmented Streets**

Segmented streets are only allowed for temporary separations, such as Apex Peakway construction or new subdivision phases of development. The two portions of street that will be joined in the near future are allowed to share the same street name, provided that the two portions will be joined to become one road. Otherwise, same street names are not allowed. If a street is built in segments, the address numbers for the unbuilt section shall be reserved for future use (Figure 22). The neighboring existing section shall then start with the next consecutive number following the unbuilt section.



**Figure 22**

**U) Structures Within Rights-of-Way**

Land within the rights-of-way that is vacant and landscaped is not assigned an address. In some instances – a subdivision, for example – a guardhouse, information center, or other structure may be built in a right-of-way. The structure is therefore assigned a number. Number assignment is based upon whether the structure is on the left or right side of a driver approaching the structure (Figure 23). This numbering maintains the odd and even number pattern.

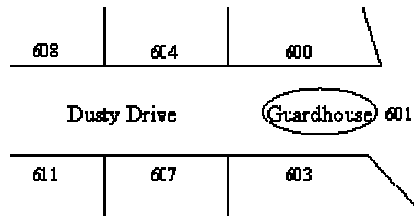


Figure 23

V)

**Alley-Loaded Structures**

Primary structures with vehicular access from a public alley shall be assigned an address for the frontage road. Where a primary structure faces a common area rather than a right-of-way, an address shall be assigned for the most appropriate neighboring street; coordination with Town emergency services is required; and directional street signage is recommended for wayfinding purposes.

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## ARTICLE 5 ADDRESS FORMAT

A) Each street address in Apex is comprised of the following format:

Number Number Suffix Street Directional Street Name Street Suffix

B) As described in this ~~policy~~**Policy**, some of these components are either no longer allowed or are used under specified circumstances.

- 1) The *number* is the numeral issued by the Town for identification use along the street. The number can be no longer than five digits.
- 2) The *number suffix* is used in situations where existing address numbers allow no room for new numbers. The number suffix is reserved for situations where its designation cannot be avoided, such as stacked addresses and the central business district. Examples are individual alphabetical letters.
- 3) The *street directional* is assigned to existing streets that cross one of the baselines (Salem and Chatham Streets). Street directions are assigned since address numbers are duplicated along the same street on both sides of the baseline. For example, Apex contains 103 N Salem Street and 103 S Salem Street. The street directional designates whether a section of street is north, south, east, or west of the adjacent baseline. Cardinal and intermediate directions are no longer allowed for new street names.
- 4) The *street name* is used to identify the street along which a parcel/unit/structure is located. The street name is the named roadway or access way. Street names originate from subdivision plats or Road Name Approval Applications. Duplicate street names are not allowed.
- 5) The *street suffix* identifies the road type. The street suffix indicates the typical character of the street, as in length, speed limit, and shape. Only previously Town approved suffixes are allowed. Refer to Street Suffix Guidelines under Street Name Assignment (see Article 2 Section C)).

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## ARTICLE 6 ADDRESS SIGNAGE

### A) Display of ~~S~~street ~~S~~signs

Streets shall be identified at intersections with Town approved signs. Street sign design, placement, and installation shall adhere to the guidelines provided in the Town of Apex Standard Specifications and Standard Details, as well as the standards set forth in the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD) and the North Carolina Supplement to the MUTCD.

### B) Display of Address Numbers~~The proper display of address numbers for a building is as follows:~~

Section 18-3 of the Town of Apex Code of Ordinances states, "Every property owner of improved property shall display in a conspicuous place on the property the number assigned, which number shall be of a type described in the official addressing policy, and which number shall be maintained in a legible condition." Specific requirements are detailed below.

- 1) Numbers shall be easily seen from the street.
- 2) Numbers shall be of contrasting color with their background.
- 3) Numbers shall be block Arabic numerals, not script, written, or decorative.
- 4) Residential numbers shall be a minimum of four (4) inches high and a minimum of half (0.5) an inch wide.
- 5) Commercial numbers shall be a minimum of six (6) inches high and a minimum of half (0.5) an inch wide.
- 6) If view of a house or building is obstructed, or if the distance from the road is too great, house or building numbers shall be on a sign attached to a fence, gate, or lawn stake (30-inch height limit).
- 7) House or building numbers on corner lots shall face the street named in the address. Refer to Corner Lots under Numbering Sequence (see Article 4 Section E).
- 8) The house number shall be on the mailbox in addition to the house. If the mailbox is on a different street than the house address, the mailbox shall display the entire street address (street name and number).
- 9) House or building numbers shall be illuminated or easily visible at night.
- 10) House or building numbers shall be located on each electrical meter and main disconnect except where installed to serve a one or two family dwelling. The numbers shall be a minimum of three (3) inches in height and of contrasting color with the background.

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## ARTICLE 7 GLOSSARY

### **Alley**

A public or private vehicular way providing secondary service access along rear or side property lines of lots which are also served by a higher order street type.

~~A narrow, privately maintained service way intended for pedestrian and service vehicle traffic; typically located behind buildings or near rear property lines.~~

### **Baselines**

The central downtown intersecting streets from which house and building addresses are assigned for the town; Salem and Chatham Streets.

### **Block**

A section of town bounded on each side by a street. From the street frontage, a block begins and ends at an intersection, whether it is a three- or four-way intersection.

### **Cardinal Direction**

One of the four main points on a compass; north, south, east, and west.

### **Central Business District**

All business establishments fronting on the north side of Chatham Street between Seaboard Street and Commerce Street and on Salem Street between Chatham Street and Center Street.

### **Collector Street**

A street, shown on the Thoroughfare and Collector Street Plan map, typically intended to ~~that collects local traffic and outlets to a thoroughfare of larger volume~~ capacity.

### **Cul-de-sac**

A street extension with a wide circular turnaround at the end, and only one outlet.

### **GIS**

Geographic Information System. GIS is a spatial information system designed for data analysis, management, and mapping.

### **Infill**

The development or redevelopment of vacant land that has been bypassed or underused by urban expansion.

### **Intermediate Direction**

One of the four directions that falls between two of the cardinal directions; northeast, northwest, southeast, and southwest.

### **Lawn Stake**

A ground level weather resistant sign used as a home address plaque.

### **Major Road**

A thoroughfare that serves a large volume of traffic and provides access to other roads and services of interest.

### **NCDOT**

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North Carolina Department of Transportation. The NCDOT constructs, directs, maintains, operates, and plans the aviation, ferry, highway, public transportation, and rail systems in North Carolina. The NCDOT also licenses the citizens and motor vehicles that use these transportation systems. More information:

~~<http://www.ncdot.org>~~ <https://www.ncdot.gov>.

**Property Owner, affected**

A person or entity owning property which has legal access to the subject road.

**Rights-of-Way**

The area which encompasses public streets, sidewalks, and utility strips.

**Street, private**

A street that has not been accepted by the Town of Apex or NCDOT.

**Street, public**

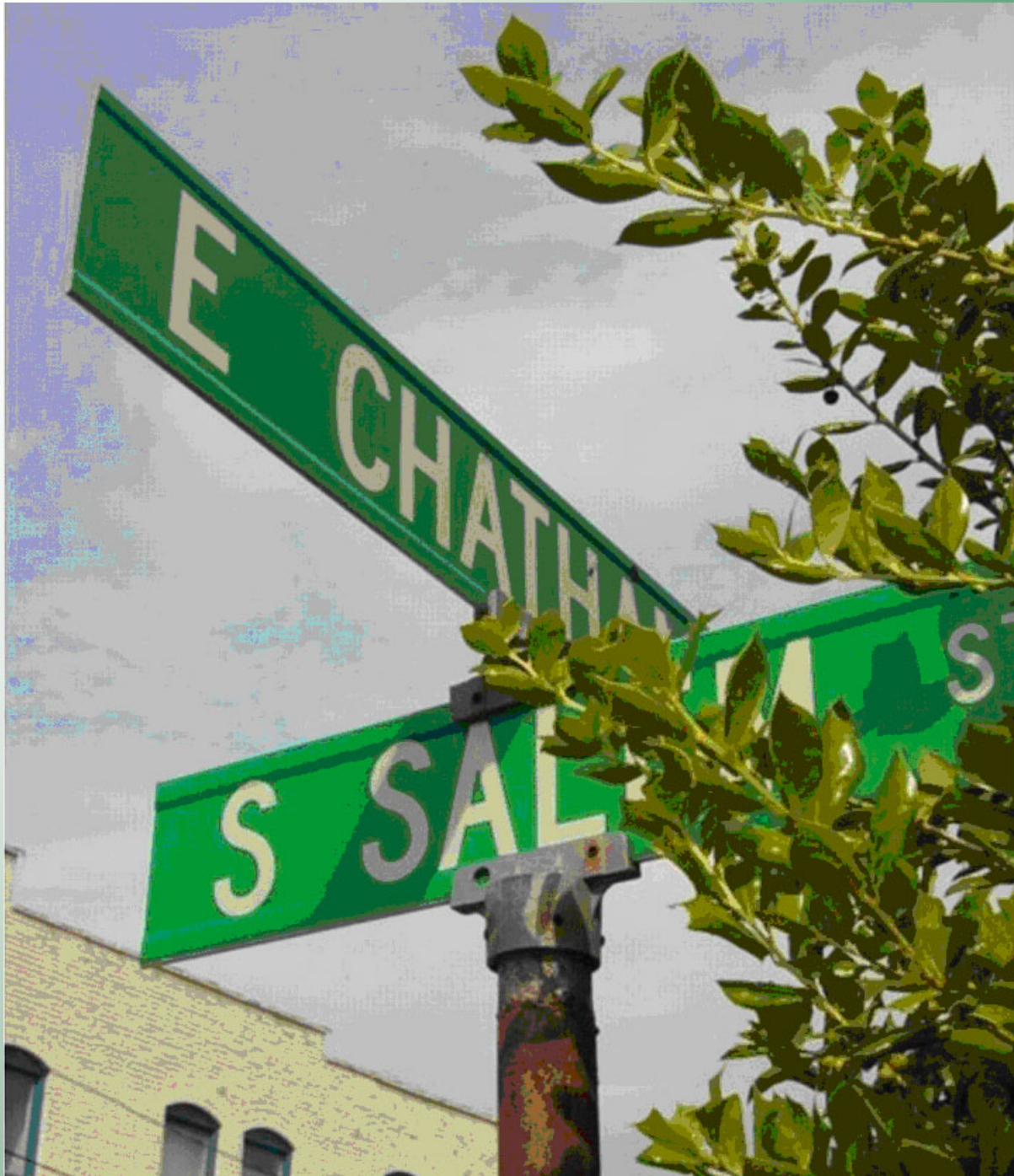
A street that is maintained by the Town of Apex, NCDOT, or other government entity.

**Tenant**

A person or entity occupying land, property, or structures rented or leased from a landlord or property owner.

**Thoroughfare**

A roadway, shown on the Thoroughfare and Collector Street Plan map, typically intended to~~A roadway that carries~~ carry high volumes of traffic and often providing connectivity between two parts of town or between towns.



# Address Policy

## Town of Apex

Approved August 5, 2003

Amended August 4, 2020

Amended {Town Council Approval Date}



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## ARTICLE 1 INTRODUCTION

### A) **Purpose and Authority**

The *Town of Apex Address Policy* (“the Policy”) is designated as the official addressing policy for the Town of Apex in Section 18-1 of the Code of Ordinances. The purpose of the Policy is to present guidelines and regulations for every street naming and address numbering scenario that occurs in Apex, North Carolina. The Town of Apex Planning and Community Development Department is the agency to which authority is given to change, modify, or assign addresses within the Town of Apex Corporate Limits or its Extraterritorial Jurisdiction (ETJ).

The Town of Apex Building Inspections and Permitting Department will confirm that streets are adequately numbered before a Certificate of Occupancy (CO) is issued.

### B) **Role of Addressing**

Addresses provide an orderly means of locating people and places within a community. An important aspect of address information is its use for the daily protection of the public and their property. Emergency services, such as police, fire, and EMS, rely on addresses to provide assistance where needed for efficient and effective operations. Public utilities and mail delivery also rely on proper addressing measures. Difficulty in emergency response, utility maintenance, and mail delivery often result from poor addressing.

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## ARTICLE 2 STREET NAME ASSIGNMENT

A street name identifies the stretch of roadway on which a parcel, unit, or dwelling is addressed. A street suffix, or type, identifies the roadway as unique (if duplicates already exist) and describes the character (length, landscape, occupancy) of the roadway.

The Town of Apex has the authority to assign names to new or unnamed streets within the corporate limits and ETJ. The Town of Apex also has authority to approve road name changes for streets located completely within the corporate limits. The Wake County Board of Commissioners maintains the authority to rename streets within the ETJ. The Town of Apex shall approve a resolution in support of or against the road name change prior to the Board of Commissioners public hearing. Staff from the Town of Apex Planning and Community Development Department shall be present at the Board of Commissioners public hearing in order to represent the Town's stance on the road name change. The Town of Apex and Wake County will conduct concurrent renaming processes and work in cooperation if a road name change extends beyond the incorporated Apex boundaries.

### A) **Street Naming Instance**

All planned and existing routes passable by motor vehicle shall be named when they contain rights-of-way or serve as the primary means of ingress and egress for a minimum of four (4) dwelling units. Public alleys constructed after the original adoption of this Policy shall also be named, but no primary structures shall have addresses assigned to an alley. "Bump-outs," or rounded extensions which are not true cul-de-sacs, are considered a part of the existing roadway and not a new street.

### B) **Street Naming Procedure**

#### 1) ***Developer Initiated Naming***

Planned streets and unnamed existing streets shall be identified by names through the completion of a Road Name Approval Application from the Apex Planning and Community Development Department. A proposed name (with suffix) shall be presented along with an alternate for each road to be named. Road names will be scrutinized based on the criteria set forth in this Policy. The Town of Apex Planning and Community Development Department will send Town-approved road names to the Wake County Geographic Information System (GIS) Department for final County approval. The Wake County GIS E911/Addressing Team will ensure that road names do not conflict with or cause confusion within both the County-wide Street Dictionary and the 911 system. After Wake County approval, the Town of Apex Planning and Community Development Department will inform the applicant of the approved road names. Developers shall submit names for new roads during site plan review in order to label approved names on plans approved by the Town's Technical Review Committee (TRC) or the Town Council. Approved road names, therefore, must be included on the first construction drawing

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submittal to the Town of Apex. New road names are reserved by the Town of Apex and Wake County until a subdivision plat or site plan final plat is recorded, at which time the road names become active for use.

2) ***Citizen Initiated Renaming***

Public Roads

Street renaming requests proposed by property owners for a public road shall be submitted via the Road Name Approval Application from the Apex Planning and Community Development Department with special mention of a renaming request in the location description line. The person requesting the road name change must own property along said road. The request shall also include the signatures of over fifty percent (>50%) of affected property owners in order to be considered by the Town for a possible road name change. The majority (over 50%) of property owners along the road must agree to both the request to change the road name and the requested new road name. An owner of multiple properties along a road, as listed with the Wake County Register of Deeds, will only count as a single owner for the purposes of establishing the signature requirement. Likewise, multiple owners of a single property are jointly treated as one owner. Property owner signatures shall be accompanied by a description of the concerns or reasons prompting the request. Road names will be scrutinized based on the criteria set forth in this Policy. The Town of Apex Planning and Community Development Department will send the proposed road name to the Wake County GIS E911/Addressing Team for County approval. Wake County GIS will ensure that road names do not conflict with or cause confusion within both the County-wide Street Dictionary and the 911 system. If the County confirms that the proposed name presents no conflicts, the Planning and Community Development Department will draft a resolution detailing the request. When petitioners are unable to secure agreement from one hundred percent (100%) of affected property owners, a public hearing of the Town Council shall be required after Town and County staff reviews. The Town Council shall cause notice of the time, place, and subject matter of the public hearing to be published on the Town's website, prominently posted at the Town Hall, and mailed to affected property owners and tenants no less than ten (10) days prior to the public hearing. Following the public hearing, the Council will either approve the road name change or deny the road name change by resolution. No road name change is final until a resolution is approved by Town Council. The Town of Apex will then notify affected property owners and tenants of the road name change, and the Town will replace the street name signs. The road name change becomes effective sixty (60) days following Town Council approval or at a later date designated by Town Council.

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A public hearing is not required for requests containing signatures from one hundred percent (100%) of affected property owners where all owners are in agreement to both the request to change the road name and the requested new road name. However, if agreement on the new road name is not unanimous among all affected property owners, the request will be presented to the Town Council according to the aforementioned public hearing requirements. If the County confirms that the proposed name presents no conflicts, the Planning and Community Development Department will draft a resolution detailing the request. The resolution shall then be brought before the Town Council. Only after the Town Council approves a resolution to change the road name will the name be officially changed. The Planning and Community Development Department will then notify affected property owners and tenants of the road name change, and the Town will replace the street name signs. The road name change becomes effective sixty (60) days following Town Council approval.

Road name change requests which have gathered fifty percent (50%) or less of property owner agreement will not be considered for review by Town staff or Town Council.

Property owned by the Town of Apex or other government entity will be excluded from the majority ownership determination. Likewise, property owned by a homeowner association (HOA) will be excluded from the majority ownership determination in order to avoid possible conflicts of interest.

#### Private Roads

Street renaming requests proposed by property owners for a private road shall be submitted via the Road Name Approval Application from the Apex Planning and Community Development Department with special mention of a renaming request in the location description line. The person requesting the private road name change must own property along said road. Private road name changes require unanimous (100%) agreement by all property owners affected by the name change, and the agreement must be for both the road name change and the new road name. Property owner signatures shall be accompanied by a description of the concerns or reasons prompting the request. Road names will be scrutinized based on the criteria set forth in this Policy. The Town of Apex Planning and Community Development Department will send the proposed road name to the Wake County GIS E911/Addressing Team for County approval. Wake County GIS will ensure that road names do not conflict with or cause confusion within both the County-wide Street Dictionary and the 911 system. If the County confirms that the proposed name presents no conflicts, the Planning and Community Development Department will approve the request and notify the private road owner(s). The private road owner(s) must notify all tenants of the

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road name change after the name change is approved. The Town will mail a separate notification regarding the road name change to all property owners and tenants. The property owners are also responsible for replacing all street name signs. The replacement signs must conform to the requirements of Article 6 of this Policy.

3) ***Town Initiated Renaming***

The Town shall have the authority to rename streets within its corporate limits as needed for reasons related to public safety or inappropriateness. Circumstances and situations may change with the passage of time which may render previously safe and acceptable street names as no longer protecting public health, safety, and general welfare. Once made aware of a potential issue related to an existing street name, Town Administration and Department Directors shall investigate the issue and reach consensus on whether or not a road name change is needed.

The Town shall initiate the process by proposing a suitable road name to replace the name of concern. The Town of Apex Planning and Community Development Department will send the proposed road name to the Wake County GIS Department for County approval. Wake County GIS E911/Addressing Team will ensure that the proposed road name does not conflict with or cause confusion within both the County-wide Street Dictionary and the 911 system. The Town will then notify affected property owners and tenants of the intent to change the road name and request input regarding the matter. No earlier than 30 days after notification letters have been sent to the affected property owners and tenants, the Town Council shall cause notice of the time, place, and subject matter of the public hearing to be published on the Town's website, prominently posted at the Town Hall, and mailed to affected property owners and tenants no less than ten (10) days prior to the public hearing. If alternate names are proposed by the affected owners and tenants, the Planning and Community Development Department shall verify the approvability of the names using Town guidelines and a review by the County. Following the public hearing, the Council will either approve the road name change or deny the road name change by resolution. No road name change is final until a resolution is approved by Town Council. The Town of Apex will then notify affected property owners and tenants of the road name change and replace the street name signs. The road name change becomes effective sixty (60) days following Town Council approval or at a later date designated by Town Council.

**C) Street Naming Guidelines**

1) ***Same Names/Homophones***

Names duplicating or sounding similar to existing road names are prohibited. Despite spelling differences, phonetically similar

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sounding names are considered duplicate streets. Also, same names but different suffixes are considered duplicate streets.

- 2) ***Confusing Names***  
Names are prohibited that are difficult to pronounce or have uncommon spellings of common names (Example: Lighthouse is acceptable; Litehouse is not).
- 3) ***Proper Names***  
Avoid proper names of individuals or businesses (Example: Hannaford Drive). Proper names may be authorized, if deemed appropriate, at the discretion of the Town Council.
- 4) ***Inappropriate Names***  
Names that offend the community or are otherwise deemed inappropriate by the Town of Apex will not be approved.
- 5) ***Directionals***  
Cardinal directions (North, South, East, West) and intermediate directions (Northeast, Northwest, Southeast, Southwest) are prohibited.
- 6) ***Numerals***  
Numbers – spelled out, ordinal or numerical – are not allowed.
- 7) ***Punctuation***  
Punctuation marks (periods, hyphens, apostrophes) are not allowed.
- 8) ***Unapproved Suffixes***  
Suffixes other than Town of Apex approved suffixes are prohibited (Article 2 Section E).
- 9) ***Double Suffixes***  
Double suffixes are prohibited (Example Willow Trace Street).
- 10) ***Min/Max Length***  
Names must be no shorter than three (3) characters and no longer than fourteen (14) characters in length. Exceptions may be made for site plans that are determined to be major site plans by the Town's Unified Development Ordinance (UDO).

#### **D) Special Street Name Situations**

- 1) ***Continuous Subdivision Streets***  
Continuous streets that run from one subdivision into another subdivision shall attempt to continue with the same name.

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- 2) ***Cul-de-sacs***  
Cul-de-sacs that are set aside from the street by a neck are to be named. Bump outs that are depressions in the street shall not be named.
  - 3) ***Forks***  
The fork with the highest traffic volume will continue with the name assigned to the forking street.
  - 4) ***Loops***  
Loop streets continue with the same name until they terminate themselves. A street shall not cross over itself and cause an intersection of same-name streets.

**E) Street Suffix Guidelines**

The allowed road suffixes are listed below, followed by their approved abbreviation and a description of the conditions under which each suffix is to be used.

- 1) ***Alley (ALY)***  
A public or private vehicular way providing secondary service access along rear or side property lines of lots which are also served by a higher order street type.
- 2) ***Avenue (AVE)***  
Wide public thoroughfare within a city or town, often lined with trees.
- 3) ***Bend (BND)***  
Short road with a curved shape.
- 4) ***Boulevard (BLVD)***  
Broad city thoroughfare, tree-lined and landscaped with a median strip.
- 5) ***Bypass (BYP)***  
North Carolina Department of Transportation (NCDOT) approved highway or section of highway that passes around a congested area.
- 6) ***Circle (CIR)***  
Circular or arched short roadway that intersects the road from which it originates or returns to itself; short connector.
- 7) ***Corner (COR)***  
Generically named roadway.
- 8) ***Court (CT)***  
Short dead-end roadway, especially one that is wide and nearly surrounded by houses; cul-de-sac.

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- 9) **Cove (CV)**  
Short roadway with only one outlet and a circular turnaround; cul-de-sac.
  - 10) **Crescent (CRES)**  
Roadway with arced shape.
  - 11) **Crossing (XING)**  
Roadway which is at least a collector street and will cross a minimum of one major road.
  - 12) **Drive (DR)**  
Curvilinear roadway for access to a local destination.
  - 13) **Expressway (EXPY)**  
High-speed, divided multi-lane major arterial street with few or no intersections.
  - 14) **Extension (EXT)**  
A road which has been added to a previously existing road.
  - 15) **Fork (FRK)**  
Generically named roadway associated with a fork.
  - 16) **Freeway (FWY)**  
High-speed, high-capacity, limited-access public transportation thoroughfare serving regional and state-wide travel; free of tolls.
  - 17) **Highway (HWY)**  
High-speed, high-capacity, limited-access public transportation thoroughfare that connects towns and regions; State, Interstate, or US distinction.
  - 18) **Lane (LN)**  
Secondary connector street.
  - 19) **Loop (LOOP)**  
Circular roadway that loops around and terminates itself or returns to the same street from which it originates.
  - 20) **Parkway (PKWY)**  
Broad landscaped highway divided by a vegetated median, occasionally constructed for scenic view.
  - 21) **Path (PATH)**  
Generically named roadway with no more than two (2) travel lanes.

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- 22) **Peakway (PEWY)**  
Broad landscaped, major thoroughfare divided by a vegetated median. (NOTE: Name used at town's discretion in approved location.)
- 23) **Place (PL)**  
Short roadway or cul-de-sac.
- 24) **Plaza (PLZ)**  
Generically named roadway sided by an open area within a town and accessible to pedestrians; mixed-use road with businesses and homes.
- 25) **Point (PT)**  
Cul-de-sac; short roadway adjacent to a waterway.
- 26) **Road (RD)**  
Generically named roadway.
- 27) **Run (RUN)**  
Local access roadway that dead ends, usually with a cul-de-sac, and feeds short road branches.
- 28) **Square (SQ)**  
Generically named roadway sided by an open, usually four-sided area at the intersection of two or more streets used as vegetated open space.
- 29) **Station (STA)**  
Generically named roadway that is fronted by a place of interest or depot; a road along which an urban setting exists or is mimicked.
- 30) **Street (ST)**  
Public roadway within a city or town, usually lined with residences and sidewalks.
- 31) **Terrace (TER)**  
Residential street.
- 32) **Trace (TRCE)**  
Short, connecting roadway or dead-end road.
- 33) **Trail (TRL)**  
Nonlinear, local access roadway that generally conforms to natural topography.
- 34) **Walk (WALK)**  
Roadway connecting two roads; named pedestrian walkway.

- 
- 35) **Way (WAY)**  
Short roadway used as an inlet that dead ends; short connector.

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## ARTICLE 3 STREET ADDRESS SYSTEM

### A) Establishment of Numbering Scheme

The frontage interval system is used in assigning addresses within Apex. Using this system, address numbers are assigned every fifty (50) feet of street frontage. This scheme results in approximately two hundred ten (210) numbers per mile, one hundred five (105) on each side of the street.

The central geographic point for addressing is the intersection of Salem Street and Chatham Street. These streets are referred to as baselines. Chatham Street divides Salem Street into North Salem Street and South Salem Street. Salem Street divides Chatham Street into East Chatham Street and West Chatham Street. Historically, streets that cross either Salem or Chatham Street were assigned directionals [i.e. N Hughes and S Hughes Street, E Williams and W Williams Street (Figure 1)]. Using the current addressing system, future use of directionals is not allowed.

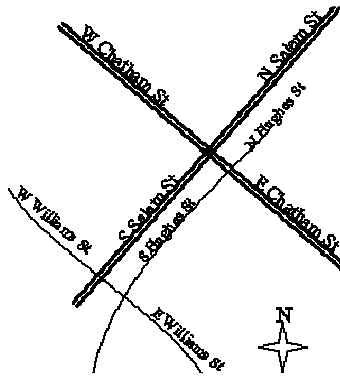


Figure 1

Street blocks are numbered outward from the Salem/Chatham Street intersection. Blocks nearest Salem Street moving in a general east-west direction begin numbering at 100 and increase in hundred-range per block along the same street. This will result in a block adjacent to Salem Street beginning in the 100 range, the second block beginning in the 200 range, etc. Block numbering moves eastward from Salem Street for blocks east of Salem Street and westward for blocks west of Salem Street.

Blocks nearest Chatham Street moving in a general north-south direction begin numbering at 100 and increase in hundred-range per block along the same street. This will result in a block adjacent to Chatham Street beginning in the 100 range, the second block beginning in the 200 range, etc. Block numbering moves northward from Chatham Street for blocks north of Chatham Street and southward for blocks south of Chatham Street.

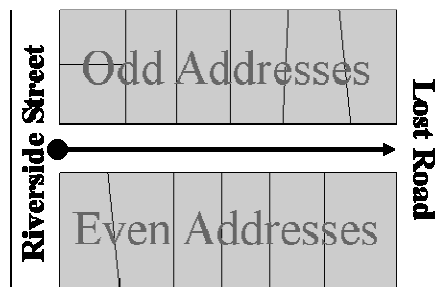
Assignment of hundred-range blocks where streets do not intersect either Salem or Chatham Street, or where directional orientation in relation to those streets cannot be determined, is based upon the grid system map incorporated into the Planning and Community Development Department's GIS database. A street

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block assignment is based on the nearest baseline of the grid system, and the assigned block range corresponds to the number designated for the respective baseline. The block range starts where the street begins, moving down the street away from its origin. The block range and individual street numbers continue in sequence from the beginning baseline and proceed toward the next baseline. Streets that continue without a break in the block shall increase into subsequent hundred-ranges until there is a break. Block ranges shall break where a street is intersected by another street provided that the next baseline is close enough to not distort address assignments in subsequent blocks. Natural breaks, such as stream buffers and conservation land, shall also serve as block range breaks as needed.

**B) Odd and Even Numbers**

Even numbers shall be assigned to lots on the right side of the street and odd numbers on the left side of the street as the street moves away from a baseline (Figure 2). Addresses are assigned in sequential order, increasing from the block's origin, and alternating from both sides of the street. Numbers assigned on one side of the street shall be numerically similar with those on the opposite side.



**Figure 2**

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## ARTICLE 4 NUMBERING SEQUENCE

### A) Linear Streets

Linear streets are addressed beginning at their point of origin. Each block along a street begins a new hundred-range (Figure 3). Due to the length of some blocks, address ranges per block may be considerably smaller than the available 100. The odd and even numbering is maintained down the street following a successive order in which street numbers are similar on both street sides. A general guideline of assignment of new numbers every 50 feet allows adequate frontage space.

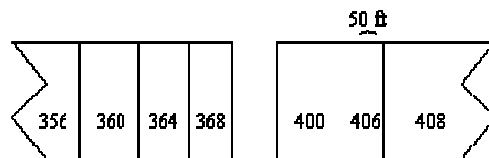


Figure 3

### B) Diagonal Streets

Diagonal streets are to be treated as either north-south or east-west linear streets, based on the primary direction.

### C) Circular Streets

Circular streets begin at the lowest numbered intersection and are numbered in increasing intervals to the highest numbered intersection (Figure 4). The outside numbers are addressed, and then the inside is addressed to match. This will result in fewer numbers on the inside, as well as missing intervals between inside numbers.

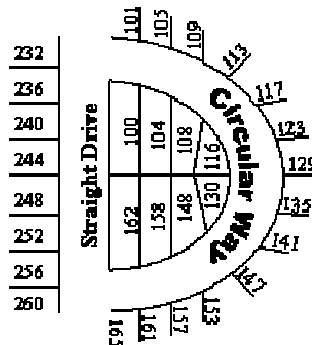
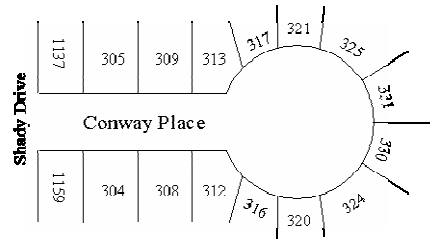


Figure 4

### D) Cul-de-sacs

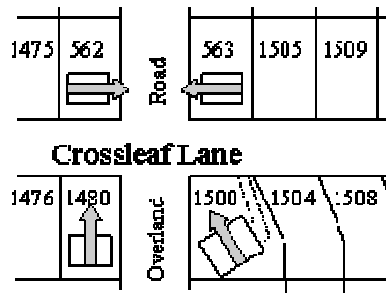
Cul-de-sac numbering begins at the intersection and moves toward the turnabout (Figure 5). Numbering shall be as with a normal street proceeding with odd on the left side of the circle and even on the right side of the circle.



**Figure 5**

**E) Corner Lots**

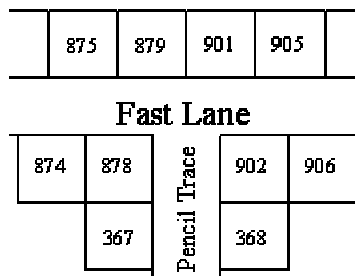
Corner lots are given two addresses, one off of each street. A structure on a corner lot is assigned a number from the street which the front entrance faces (Figure 6). If the front entrance is indistinguishable, a side street used for primary access shall be assigned. If the primary access to a commercial/industrial structure is from a side road that the structure does not face, a side road address is assigned.



**Figure 6**

**F) T-Intersections**

T-intersections are treated as block dividers. If a lot opposite the joining street begins on the former block, the lot will be assigned a number for that block interval (Figure 7). If the lot begins across from the joining street and ends on the latter block, the lot will be assigned a number from the new block interval.



**Figure 7**

**G) Dog-Leg Intersections**

Dog-leg intersections, or offset intersections, are treated as normal intersections (Figure 8). The offset road is treated as if it were continuous. New dog-leg intersections are not permitted.

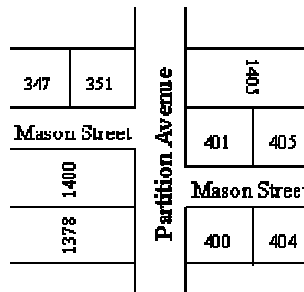


Figure 8

## H) Stacked Addresses

Stacked addresses result from structures being placed behind other structures (Figure 9). If the stacked units share a common driveway or face the same road, the secondary unit shall be assigned its own number. If this is impossible, the secondary unit shall be numbered with a hyphenated number suffix (i.e. 122-B). New flag lots that would require stacked addresses are not allowed.

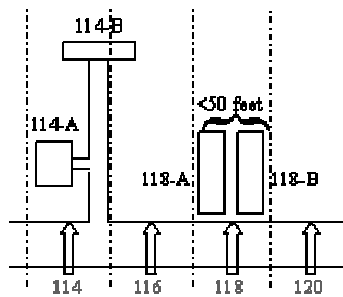


Figure 9

## I) Apartments and Condominiums

### 1) Apartment and Condominium Complexes (Private Roads)

Apartment complexes shall have a number assigned to each building. Numbers are then assigned to individual apartments. Streets within the complex shall be named. Each building is assigned a number off of the private street name, such as 8000 Peach Road. Apartments can now be located by using floors as part of the address. Floor 3 is considered a 300 level address. A floor below ground level is regarded as Floor 0. Each individual apartment on the floor is assigned a number 01-99. Using this example, an apartment or condominium on 8000 Peach Road, Floor 3, Apartment 26 has the address 8326 Peach Road (Figure 10). Buildings within apartment and condominium complexes are assigned odd addresses on the left and even addresses on the right of the roads. Building 7000 therefore would be on the left and Building 8000 on the right. Odd and even apartment numberings apply to apartments on building floors as well.

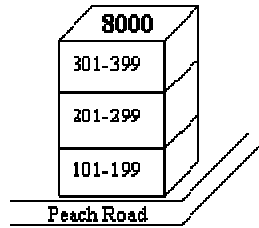


Figure 10

2) **Infill Apartment Structures (Public Rights-of-Way)**

Apartment buildings located along public streets where no new address numbers are available are assigned individual apartment numbers off of the street address. Apartments 101-199 are designated for Floor 1, 201-299 for Floor 2, and so forth. In Figure 11, the apartment building is located at 117 Wayside Street. The seventh apartment on the left side of Floor 2 on 117 Wayside Street is assigned the address 117 Wayside Street, Apartment (Apt.) 213.

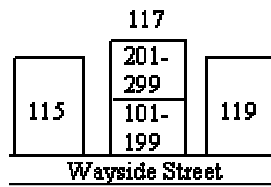


Figure 11

J) **Townhouses and Side-By-Side Duplexes**

Townhouses and side-by-side duplexes are addressed as if they were individual addresses along the street (Figure 12).

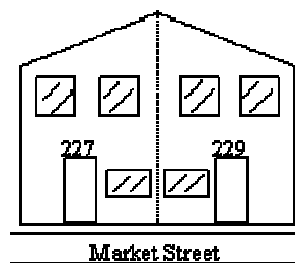
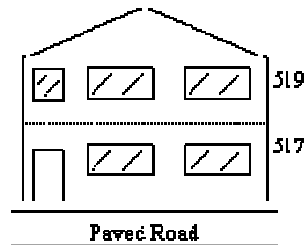


Figure 12

K) **Multilevel Duplexes**

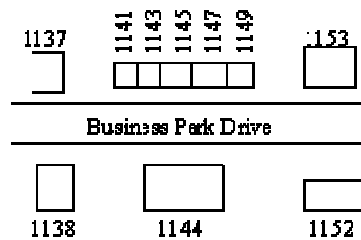
Multilevel duplexes are treated as if they are individual units along a street. Multilevel duplexes are assigned appropriate street numbers, with the lowest street number on the lower level and the higher number on the higher level. An example would be a two-story duplex with the bottom unit assigned 517 Paved Road and the top unit assigned 519 Paved Road (Figure 13).



**Figure 13**

**L) Single-Level Businesses**

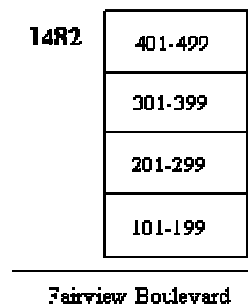
Individual businesses within single-level building are assigned address numbers off of the street (Figure 14). If no room is available for individual street addresses, suite addresses shall be assigned to individual businesses. In this situation, the middle of the building determines the street address for the entire building.



**Figure 14**

**M) Multilevel Businesses**

Businesses in a multilevel building are assigned one number for the entire building. Each unit within the building is assigned an internal address that reflects the floor number and suite number. Suite numbers 101-199 are assigned for Floor 1, 201-299 for Floor 2, and so forth. An example address would be 1482 Fairview Boulevard, Suite (Ste.) 324 (Figure 15).



**Figure 15**

**N) Central Business District**

Within the central business district, some second floor units are commonly accessed from the street. A unit within a downtown building that has this street access is addressed with an alphabetical suffix (Figure 16). An example is 103-A

for the first floor address and 103-B for the second floor address. Within these individual addresses, suite numbers may be assigned, such as 103-A N Salem Street, Suite 2.

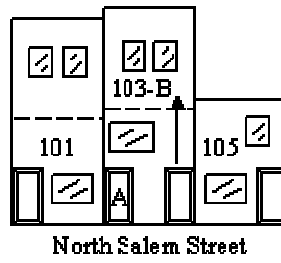


Figure 16

## O) Shopping Centers

### 1) **Single-Level Centers**

Individual businesses or units within single-level shopping centers are assigned address numbers off of the street (Figure 17). Where possible, individual businesses are to be numbered off of privately named streets.

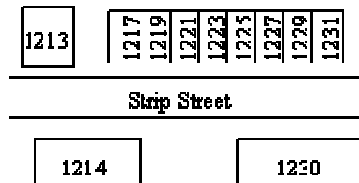


Figure 17

### 2) **Multilevel Centers**

Multilevel shopping centers are assigned a main address based on the middle of the building. Each individual business is then assigned a suite number. Suites on Floor 1 are assigned 100 level numbers, Floor 2 assigned 200 level numbers, and so forth. The lowest suite number for each floor is assigned to the suite nearest the lowest street address (Figure 18). Where possible, individual businesses are to be numbered off of privately named streets.

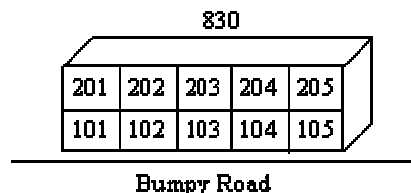
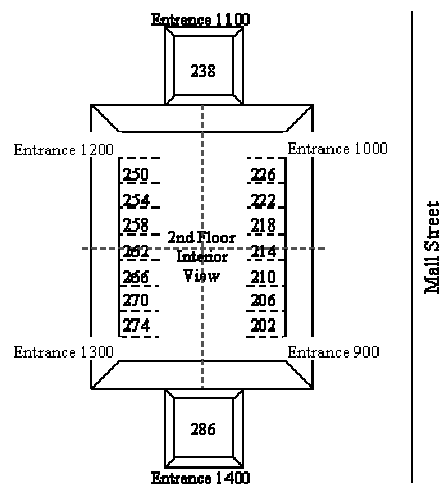


Figure 18

**P) Shopping Malls**

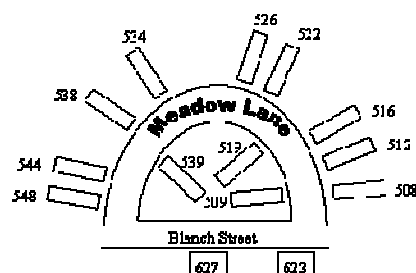
Shopping malls are enclosed shopping centers accessible only to pedestrians. For single-level buildings, the suites are assigned numbers in the 100 range. Multilevel buildings have 100-range numbers on the first floor and 200-range numbers on the second floor. Additional floors follow the same pattern. Each mall entrance is designated an address off of which the suite addresses are assigned (Figure 19). Entrance numbers are chosen by assigning a different block number off of the main street to each mall entrance. Example addresses include 1100 Mall Street, Suite 238 and 1300 Mall Street, Suite 266. Assigning suite addresses in relationship to mall entrance locations enhances response time for emergency services. When the construction plans are signed, the designated addressing assigner and a designee from the fire and police departments will assign addresses. They shall issue suite numbers that allow sufficient space for address additions.



**Figure 19**

**Q) Mobile Home Parks**

Mobile home parks shall have all roads named (Figure 20). Mobile homes along the roads shall be assigned street numbers as normal, except addresses are assigned every five (5) feet.

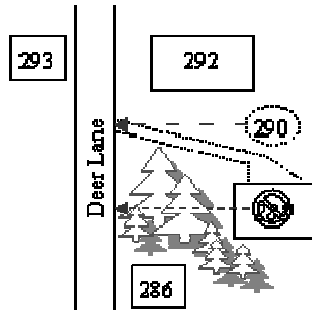


**Figure 20**

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**R) Hidden Structures and Lots**

Hidden structures and lots are the consequence of obscured views from the road. If a structure cannot be seen from the road, the address shall be assigned at the site where the driveway meets the road (Figure 21).



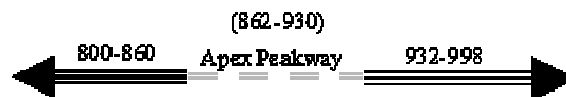
**Figure 21**

**S) Temporary Structures**

Temporary structures are small buildings erected on properties for a specific use over a limited time. Construction sites and some automobile dealerships are examples of where temporary structures are used. Temporary structures can receive mail and may need the use of emergency services; therefore, an address is required for safety as well as convenience. The temporary structure shall be assigned the main parcel address.

**T) Segmented Streets**

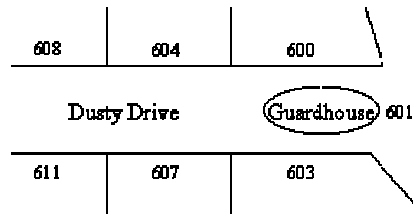
Segmented streets are only allowed for temporary separations, such as Apex Peakway construction or new subdivision phases of development. The two portions of street that will be joined in the near future are allowed to share the same street name, provided that the two portions will be joined to become one road. Otherwise, same street names are not allowed. If a street is built in segments, the address numbers for the unbuilt section shall be reserved for future use (Figure 22). The neighboring existing section shall then start with the next consecutive number following the unbuilt section.



**Figure 22**

**U) Structures Within Rights-of-Way**

Land within the rights-of-way that is vacant and landscaped is not assigned an address. In some instances – a subdivision, for example – a guardhouse, information center, or other structure may be built in a right-of-way. The structure is therefore assigned a number. Number assignment is based upon whether the structure is on the left or right side of a driver approaching the structure (Figure 23). This numbering maintains the odd and even number pattern.



**Figure 23**

**V) Alley-Loaded Structures**

Primary structures with vehicular access from a public alley shall be assigned an address for the frontage road. Where a primary structure faces a common area rather than a right-of-way, an address shall be assigned for the most appropriate neighboring street; coordination with Town emergency services is required; and directional street signage is recommended for wayfinding purposes.

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## ARTICLE 5 ADDRESS FORMAT

**A) Each street address in Apex is comprised of the following format:**

Number Number Suffix Street Directional Street Name Street Suffix

**B) As described in this Policy, some of these components are either no longer allowed or are used under specified circumstances.**

- 1) The number is the numeral issued by the Town for identification use along the street. The number can be no longer than five digits.
- 2) The number suffix is used in situations where existing address numbers allow no room for new numbers. The number suffix is reserved for situations where its designation cannot be avoided, such as stacked addresses and the central business district. Examples are individual alphabetical letters.
- 3) The street directional is assigned to existing streets that cross one of the baselines (Salem and Chatham Streets). Street directions are assigned since address numbers are duplicated along the same street on both sides of the baseline. For example, Apex contains 103 N Salem Street and 103 S Salem Street. The street directional designates whether a section of street is north, south, east, or west of the adjacent baseline. Cardinal and intermediate directions are no longer allowed for new street names.
- 4) The street name is used to identify the street along which a parcel/unit/structure is located. The street name is the named roadway or access way. Street names originate from subdivision plats or Road Name Approval Applications. Duplicate street names are not allowed.
- 5) The street suffix identifies the road type. The street suffix indicates the typical character of the street, as in length, speed limit, and shape. Only previously Town approved suffixes are allowed. Refer to Street Suffix Guidelines under Street Name Assignment (see Article 2 Section C)).

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## ARTICLE 6 ADDRESS SIGNAGE

### A) Display of Street Signs

Streets shall be identified at intersections with Town approved signs. Street sign design, placement, and installation shall adhere to the guidelines provided in the Town of Apex Standard Specifications and Standard Details, as well as the standards set forth in the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD) and the North Carolina Supplement to the MUTCD.

### B) Display of Address Numbers

Section 18-3 of the Town of Apex Code of Ordinances states, "Every property owner of improved property shall display in a conspicuous place on the property the number assigned, which number shall be of a type described in the official addressing policy, and which number shall be maintained in a legible condition." Specific requirements are detailed below.

- 1) Numbers shall be easily seen from the street.
- 2) Numbers shall be of contrasting color with their background.
- 3) Numbers shall be block Arabic numerals, not script, written, or decorative.
- 4) Residential numbers shall be a minimum of four (4) inches high and a minimum of half (0.5) an inch wide.
- 5) Commercial numbers shall be a minimum of six (6) inches high and a minimum of half (0.5) an inch wide.
- 6) If view of a house or building is obstructed, or if the distance from the road is too great, house or building numbers shall be on a sign attached to a fence, gate, or lawn stake (30-inch height limit).
- 7) House or building numbers on corner lots shall face the street named in the address. Refer to Corner Lots under Numbering Sequence (see Article 4 Section E).
- 8) The house number shall be on the mailbox in addition to the house. If the mailbox is on a different street than the house address, the mailbox shall display the entire street address (street name and number).
- 9) House or building numbers shall be illuminated or easily visible at night.
- 10) House or building numbers shall be located on each electrical meter and main disconnect except where installed to serve a one or two family dwelling. The numbers shall be a minimum of three (3) inches in height and of contrasting color with the background.

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## **ARTICLE 7 GLOSSARY**

### **Alley**

A public or private vehicular way providing secondary service access along rear or side property lines of lots which are also served by a higher order street type.

### **Baselines**

The central downtown intersecting streets from which house and building addresses are assigned for the town; Salem and Chatham Streets.

### **Block**

A section of town bounded on each side by a street. From the street frontage, a block begins and ends at an intersection, whether it is a three- or four-way intersection.

### **Cardinal Direction**

One of the four main points on a compass; north, south, east, and west.

### **Central Business District**

All business establishments fronting on the north side of Chatham Street between Seaboard Street and Commerce Street and on Salem Street between Chatham Street and Center Street.

### **Collector Street**

A street, shown on the Thoroughfare and Collector Street Plan map, typically intended to collect local traffic and outlet to a thoroughfare of larger capacity.

### **Cul-de-sac**

A street extension with a wide circular turnaround at the end, and only one outlet.

### **GIS**

Geographic Information System. GIS is a spatial information system designed for data analysis, management, and mapping.

### **Infill**

The development or redevelopment of vacant land that has been bypassed or underused by urban expansion.

### **Intermediate Direction**

One of the four directions that falls between two of the cardinal directions; northeast, northwest, southeast, and southwest.

### **Lawn Stake**

A ground level weather resistant sign used as a home address plaque.

### **Major Road**

A thoroughfare that serves a large volume of traffic and provides access to other roads and services of interest.

### **NCDOT**

North Carolina Department of Transportation. The NCDOT constructs, directs, maintains, operates, and plans the aviation, ferry, highway, public transportation, and rail

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systems in North Carolina. The NCDOT also licenses the citizens and motor vehicles that use these transportation systems. More information: <https://www.ncdot.gov>

**Property Owner, affected**

A person or entity owning property which has legal access to the subject road.

**Rights-of-Way**

The area which encompasses public streets, sidewalks, and utility strips.

**Street, private**

A street that has not been accepted by the Town of Apex or NCDOT.

**Street, public**

A street that is maintained by the Town of Apex, NCDOT, or other government entity.

**Tenant**

A person or entity occupying land, property, or structures rented or leased from a landlord or property owner.

**Thoroughfare**

A roadway, shown on the Thoroughfare and Collector Street Plan map, typically intended to carry high volumes of traffic and often providing connectivity between two parts of town or between towns.

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 11, 2021

## Item Details

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

Department(s): Planning and Community Development

### Requested Motion

Motion to approve temporary waiver of Façade Grant Program provision #3 to allow downtown businesses and non-residential property owners to apply for grant funding retroactively during the pandemic, for work done from July 1, 2020 through September 6, 2021.

### Approval Recommended?

Yes

### Item Details

The Façade Grant Program is designed to provide incentive funds to tenants/property owners to increase rehabilitation activity in the Central Business District as shown on the Official Zoning Map. Provision #3 in the application which states "Applications must be approved before work begins or no funds will be disbursed" will be temporarily waived for projects that would have otherwise qualified for the program. The purpose of this temporary provision is to give businesses assistance during the pandemic. Grant applications will be accepted through September 6, 2021 for otherwise qualifying work done from July 1, 2020 through September 6, 2021.

### Attachments

- Façade Grant Program application



# FAÇADE GRANT PROGRAM APPLICATION

Town of Apex, North Carolina



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

*A Small Town Character Overlay District Exempt Site Plan application is required to be submitted concurrently with the Façade Grant application. The approval of the Small Town Character Overlay District Exempt Site Plan application shall occur concurrently with the Facade Grant approval.*

**For more information on the Façade Grant Program, please contact the Apex Planning Department at 919-249-3426.**

1. The Façade Grant Program is designed to provide incentive funds to tenants/property owners to increase rehabilitation activity in the Central Business District as shown on the Official Zoning Map. The grant can provide up to 50% of the cost of the exterior rehabilitation based on the following:
  - a. Tier 1 - up to a maximum of \$2,000.00 per façade for paint and awnings, or 50% of the cost, whichever is less.
  - b. Tier 2 – up to a maximum of \$5,000.00 per façade for structural improvements including window replacement, brick repair and repointing, door replacement, and similar structural repairs or replacement, or 50% of the cost, whichever is less.
  - c. Applicants can submit for one Tier 1 grant and one Tier 2 grant within the same fiscal year; if both are granted, no one property can receive more than \$7,000 in one year.
  - d. No more than \$10,000 can be issued to any one property within any 36 month period.
  - e. Total grants issued per fiscal year shall not exceed the amount budgeted for that given year.
2. Application requirements:
  - a. Completed application form signed by the property owner.
  - b. Photos of the structure showing the current condition.
  - c. Paint samples or fabric swatches for Tier 1 requests.
  - d. Detailed drawings and details of features including awnings, windows, doors, or other improvements.
  - e. Cost estimates from a qualified professional (e.g. Licensed contractor, mason, or professional painter or awning company). Cost estimates must be detailed in a line by line format.
3. Applications must be approved before work begins or no funds will be disbursed.
4. The Planning Staff has been granted authority to administer the Façade Grant Program process by Town Council. Town Council allocates the funding for the grant through the yearly budgeting process.
5. Renovations must be completed within four (4) months of application approval for Tier 1 grants and 18 months for Tier 2 grants. In the Planning Director or her designee's sole discretion, a one-time request for an extension of two to twelve months may be approved upon satisfactory explanation of the delay.
6. Grant is to be calculated and used for exterior facades only.
7. Grant amount shall be paid only when construction is completed and receipts are submitted to the Planning Department. If the actual costs are less than the cost estimates, the maximum amount shall not exceed 50% of the actual costs or the dollar limits for Tier 1 and Tier 2. In no case shall a grant be issued higher than the original approved grant amount.

# FAÇADE GRANT PROGRAM APPLICATION

Town of Apex, North Carolina



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

8. Renovations on historic buildings shall follow the Secretary of the Interior's Guidelines for Rehabilitation of Historic Structures and applicable regulations in the Unified Development Ordinance Section 6.3 *Small Town Character Overlay District* and Article 9 *Design Standards*. Non-historic structures shall conform to the applicable regulations in the Unified Development Ordinance Section 6.3 *Small Town Character Overlay District* and Article 9 *Design Standards*.
9. Grants may be used for the following types of renovation only:
  - a. Removal of false fronts (such as aluminum panels)
  - b. Repair or replacement of windows, doors, and cornices
  - c. Repair or replacement of façade materials
  - d. Repair or replacement of character defining architectural features
  - e. New awnings
  - f. Exterior lighting
  - g. Exterior painting
  - h. Design and construction costs
10. Eligibility Criteria:
  - a. If tenant will be doing the proposed work, the tenant must obtain the property owner's signature on the application.
  - b. Only existing buildings constructed more than 3 years prior to the date of application are eligible.
  - c. Applicant shall agree at the time of application to maintain the façade and may not receive a grant for the same work within any five year period.
  - d. Improvements and/or rehabilitation must comply with all state and local regulations, including obtaining required building permits through the Building Inspections Department.
  - e. Utility and mechanical equipment, if any, must be concealed or screened from view. Screening shall be of similar color and design as the building.

I have read the Façade Grant Program Information:

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Applicant Signature

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Date

# FAÇADE GRANT PROGRAM APPLICATION

Town of Apex, North Carolina



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

Application #: \_\_\_\_\_ Submittal Date: \_\_\_\_\_

## Hard Copy Submittal Requirements: (Submit to Planning Department)

One (1) copy of Façade Grant Application                      11x 17 Architectural Plans/Drawings and Colors  
One (1) Small Town Character Exempt Site Application

## Applicant Information:

Applicant: \_\_\_\_\_ Tax ID: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## Owner Information:

Owner: \_\_\_\_\_ Tax ID: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## Project Information:

Address: \_\_\_\_\_  
Property PIN: \_\_\_\_\_ Owner or Tenant Occupied? \_\_\_\_\_  
Amount of Street Frontage: \_\_\_\_\_ # of Floors: \_\_\_\_\_  
Current Building Use: \_\_\_\_\_  
Proposed Building Use: \_\_\_\_\_  
Major Repairs Needed? \_\_\_\_\_  
Cost of Overall Project: \_\_\_\_\_ Façade Grant Funds Requested: \_\_\_\_\_

## Renovation Information:

1. Please provide as much detail as possible about the types and extent of renovation to be completed.  
Attach separate sheet if necessary.

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# FAÇADE GRANT PROGRAM APPLICATION

Town of Apex, North Carolina



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

2. On a separate sheet, provide a detailed cost estimate or construction bid for the façade renovation or landscaping. Once the work is completed, please provide the Planning Department with a copy of the receipt for all labor and supplies. Façade Grant funds will not be released without a receipt.

3. Please describe how this renovation will significantly contribute to the historic character of the Central Business District.

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## Owner/Applicant Signatures

I understand the limits and requirements of this program and if approved, agree to complete the project according to plan. In addition, I shall indemnify and hold harmless, the Town of Apex from and against any and all claims, actions, causes of action, demands, damages, losses, costs, expenses, and compensation of whatsoever kind and nature which may hereafter accrue on account of or in any way growing out of any and all known or unknown, foreseen and unforeseen bodily and personal injuries and property damage and consequences thereof, which might result from any occurrence in connection with this grant.

_____ Applicant Signature	_____ Date
_____ Owner Signature	_____ Date
_____ Staff Approval	_____ Date

Conditions of Approval:
• Please continue working with the Building Inspections Department and obtain a Building Permit.

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 11 ,2021

## Item Details

Presenter(s): Mark Willing, Safety & Risk Manager

Department(s): Human Resources

### Requested Motion

Motion to approve the IT Data Services agreement between the Town and the North Carolina Division of Motor Vehicles and authorize the Interim Town Manager to sign the same.

### Approval Recommended?

Yes

### Item Details

The North Carolina Division of Motor Vehicles (NCDMV) IT Data Services agreement requires that the Town of Apex indemnify NCDMV in order to access the NCDMV's driver's license records system. Continuation of this service is needed because it enables the HR Department's review of driving records for active employees and for pre-employment candidates. Driver's records are reviewed for validity and safe driving history prior to authorizing an employee to drive a Town vehicle to conduct Town of Apex business.

### Attachments

- NCDMV Request and Agreement to Access Multiple Records Containing Personal Information





## North Carolina Division of Motor Vehicles

CRASH AND BULK DATA MANAGEMENT  
3106 MAIL SERVICE CENTER  
RALEIGH, N.C. 27697-3106  
PHONE: (919) 615-7422 | FAX # (919) 715-9099

### REQUEST & AGREEMENT TO ACCESS MULTIPLE RECORDS CONTAINING PERSONAL INFORMATION

#### Applicable Law and Fees

The North Carolina Division of Motor Vehicles (DMV) shall disclose personal information contained in DMV records in accordance with the Federal Driver's Privacy Protection Act (DPPA) of 1994 and North Carolina General Statute § 20-43.1. Personal information from these records may be released to individuals or organizations that qualify under exceptions within the DPPA listed at the end of this form. North Carolina General Statute § 20-42 provides the schedule of fees for accident reports. North Carolina General Statute § 20-26 provides the schedule of fees for driver's license records. North Carolina General Statute § 20-43.1 provides that there will be three cents per record charge for bulk data. There also may be fees to access the Division's system. The fees are statutory and are subject to change without notice.

#### Authorization to Access Records

The purpose of this form is to establish the nature of the request, how the information will be used, the exception(s) under which the request is made and a signed agreement that the information will not be released to others except as provided in the DPPA, State law, and only as approved by the Division of Motor Vehicles. Modifying this form will result in DMV denying your request.

I and/or my below identified business/agency hereby request on-line access to the following information, records or data (Be specific):

Employee and Post-offer employment candidate drivers license records.

This agency/business is qualified to obtain this information under exception number(s) 1, 14 listed on the end of this form.

Explain in detail why your agency qualifies under the noted exception(s). How will the data or records be used? Please describe your business process in how the records are used. (Attach an additional sheet if necessary.)

The information will be used to evaluate the driver's vehicle operation safety record, and  
drivers license active status for operation of Town of Apex motor vehicles.

If applicable, my license number is \_\_\_\_\_ and is issued by \_\_\_\_\_.

#### Access Information

Requesting User ID's for 4 (existing users) users. (Attach a list of users to this application if applicable)

The individual associated with a specific User ID is the only person permitted to use it for the purposes approved by the Division. Individuals with a specific User ID shall not share User IDs. System-to-system user identification numbers are not available. This practice is not supported by DOT and is prohibited by policy. User ID's will be disabled after forty-five (45) days of inactivity. DMV reserves the right to revoke access without prior notice and shall do so if any billing or access conditions are violated.

## Access Coordinator & Contact Person

Name: Mark Willing

Title: Safety and Risk Manager

Business or Agency: Town of Apex

Telephone: 919-249-3406 Fax: 919-249-3309

Email (Required) mark.willing@apexnc.org

Mailing Address Town of Apex, PO Box 250, Apex, NC 27502

Street Address 73 Hunter Street

City / State / Zip Apex, NC 27502

## Additional Terms and Conditions

I agree to all other terms within this agreement and further agree and understand that:

1. DMV reserves the right to revoke access without prior notice and shall do so if *any* terms are violated.
2. I am familiar with the Drivers Privacy and Protection Act (18 U.S.C. 2721 et seq.) and N.C. Gen. Stat. § 20-43, § 20-43.1, and N.C. Gen. Stat. § 75-65, and understand that improper access or release of information or false representation to gain information from the DMV's records is unlawful.
3. I have full authority to bind the above-listed agency or business contractually.
4. The agency or business shall comply: with all relevant laws; State and Division's policies and procedures; and openly and fully with any investigations of suspected breaches or violations of the Drivers Privacy and Protection Act or state statutes arising from the agency's or business' access or use of Division records.
5. The agency or business qualifies under the exception(s) noted above and that the information will be used only by authorized persons and for the purposes approved by the Division or as permitted by law.
6. The agency or business shall: (1) keep and maintain records as required by 18 U.S.C. 2721 (c); (2) make such records available to the Division of Motor Vehicles *immediately* upon request; and (3) for each record accessed, delineate and identify the exception for which the agency or business qualifies. Exception 8 may not be used for record keeping purposes.
7. The agency or business shall indemnify the Division for and against any and all claims, losses, damages, judgments, liabilities or similar costs and expenses that arise in whole or in part out of the acts of omissions of the agency or business with respect to or as a result of its failure to abide by the terms of this agreement, including, without limitation, reasonable attorneys' fees, and all other costs of defending any such action or claim.

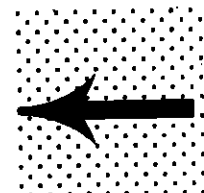
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Business or Agency: \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



**SIGN  
HERE**

## DMV Security Coordinator Approval

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

## Excerpt from the DPPA - 18 U.S.C. § 2721

### FEDERAL DRIVER'S PRIVACY PROTECTION ACT Enacted by Congress August 24, 1994

Generally, a State department of motor vehicles, and any officer, employee, or contractor thereof, shall not knowingly disclose or otherwise make available to any person or entity personal information about any individual obtained by the department in connection with a motor vehicle record, except as provided in subsection (b) of this section.

Personal information shall be disclosed for use in connection with matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls, or advisories, performance monitoring of motor vehicles and dealers by motor vehicle manufacturers, and as otherwise required by statute.

#### Permissible Uses

Personal information may be released for the following reasons: (List qualifying number on page one)

1. For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.
2. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.
3. For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only —
  - a. to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
  - b. if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
4. For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.
5. For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
6. For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.
7. For use in providing notice to the owners of towed or impounded vehicles.
8. For use by any licensed private investigative agency or licensed security service for any purpose permitted under this subsection.
9. For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of title 49.
10. For use in connection with the operation of private toll transportation facilities.
11. For any other use in response to requests for individual motor vehicle records if the State has obtained the express consent of the person to whom such personal information pertains.
12. For bulk distribution for surveys, marketing or solicitations if the State has obtained the express consent of the person to whom such personal information pertains.
13. For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.
14. For any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.

## Company User Listing

**Companies/Agencies who have employees who have direct access to NC DMV records (STARS, SADLS or TRANSIT) must list all employees and their User ID (RACF) to compare to our master list.**

- **\*Action Columns:** Use to indicate employees who are to be: Active, Add, Reactivate or Remove.
- *Employees who appear in our records and are not listed will be subject to removal.*
- **Separate forms needed for each account; use as many copies of this form as necessary.** Page | of |

[illegible]

Company/Agency Name: Town of Apex

**Printed Name and Title:** Mark Willing Safety and Risk Manager

Signature: *[Signature]* Date: 4/26/21

**NCDMV Security Coordinator (DMV USE ONLY):** \_\_\_\_\_ **Date:** \_\_\_\_\_

Form date: 10/18/17

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 11, 2021

## Item Details

Presenter(s): Russell Dalton, Senior Transportation Engineer

Department(s): Public Works and Transportation

### Requested Motion

Motion to approve an Ordinance amending Section 20-166 subsection (b) with the addition of part (5), designating the first three parking spaces on the west side of North Salem Street south of Saunders Street as loading zone spaces.

### Approval Recommended?

Yes

### Item Details

Council approved the temporary closure of sidewalk and loading zone parking spaces on the north side of Saunders Street on April 27<sup>th</sup> for private redevelopment on the northwest corner of Salem Street, and also approved temporary designation of the first three parking spaces on the west side of North Salem Street south of Saunders Street as a temporary loading zone. The proposed ordinance provides for the loading zone designation on North Salem Street in accordance with that action. Staff will be able to request repeal of this ordinance following the end of construction activity when the loading zone spaces on Saunders Street can again be used for parking.

### Attachments

- Ordinance Amendment



**ORDINANCE NO. 2021-0511-11**

**AN ORDINANCE TO AMEND SECTION 20-166 OF THE CODE OF ORDINANCES OF  
THE TOWN OF APEX**

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

**Section 1.** Section 20-166 of the Code of Ordinances of the Town of Apex is hereby amended with the addition of part (5) under subsection (b) as follows:

Sec. 20-166. - Loading zones.

(b) The following areas are designated as "loading zones":

- (5) **The first three parking spaces on the west side of North Salem Street south of the intersection with Saunders Street, large trucks or vehicle-trailer combination may occupy multiple spaces.**

**Section 2.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed. If any part of this ordinance shall be adjudged invalid, such adjudication shall apply only to such part so adjudged and the remainder of the ordinance shall be deemed valid and effective.

**Section 3.** This ordinance shall be effective on the 11<sup>th</sup> day of May 2021.

{Signatures on the following page}

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

Approved As To Form:

\_\_\_\_\_  
Laurie L. Hohe  
Town Attorney

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 11, 2021

## Item Details

Presenter(s): Michael Deaton, Water Resources Director

Department(s): Water Resources

### Requested Motion

Motion to award Salem Street Water Main Rehabilitation contract to Mainlining America, LLC, authorize the Town Manager to execute the contract and approve corresponding Capital Project Ordinance Amendment 2021-08

### Approval Recommended?

Yes

### Item Details

The Town received five bids for the Salem Street Water Main Rehabilitation Project on April 8, 2021. Mainlining America, LLC of Livingston, New Jersey, was the low bidder with a total bid price of \$323,389.00. The Town's Water Resources Department recommends awarding the contract to Mainlining America, LLC. This project includes rehabilitation of 6" water line along S. Salem Street (HWY 55 to Chatham Street and Center Street to Hunter Street). The existing 6" water line is heavily tuberculated and performs more like a 3" or 4" water line. Rehabilitation of this line was chosen over a typical dig-and-replace project so that there would be a reduced impact on nearby residents as well as traffic within Salem Street. The total area disturbed is much less with rehabilitation and the project duration is approximately one-third of dig-and-replace.

Currently, \$200,000 has been allocated to the project in the Capital Project Fund. Capital Project Ordinance Amendment allocates an additional \$200,000 budgeted in the operating fund under Capital Outlay Improvements - Water Maintenance.

### Attachments

- Recommendation of Award
- Certified Bid Tab
- Notice of Award (to be signed)
- Bid Package

- Agreement (for reference only)
- Capital Project Ordinance Amendment 2021-08





## WATER RESOURCES DEPARTMENT

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May 4, 2021

Re: Award Recommendation  
Salem Street Water Main Rehabilitation

Enclosed are the certified Bid Tabulation and a Bid Summary for the bids received on April 8, 2021, for the above referenced project. Five (5) contractors submitted their bid proposals for the work. Mainlining America, LLC. of Livingston, New Jersey, submitted the low bid in the amount of \$323,389.00. A copy of the low bid is attached.

The contractor is properly licensed to perform the work based on the license information obtained from the NC Licensing Board for General Contractors web site as attached. It is recommended that the Town make award of the contract to Mainlining America, LLC. in the amount of the bid price. The project must be awarded by June 7, 2021, without requesting an extension of the bid holding period from the low bidder.

James Gregg, PE  
Utilities Engineering Manager  
Water Resources

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TOWN OF APEX

*The Peak of Good Living*

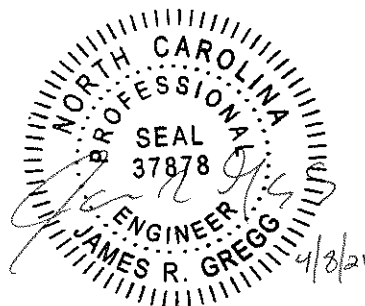
PO Box 250 Apex, NC 27502 - Page 202 - 3427 | [www.apexnc.org](http://www.apexnc.org)

**BID TABULATION  
SALEM STREET WATERLINE REHABILITATION  
FOR THE TOWN OF APEX  
APEX, NORTH CAROLINA**

**BID DATE/TIME:** April 8, 2021 @ 10:00 A.M.

CONTRACTORS	LIC. NO.	CLASS	BID BOND	ADD. #1 & #2	BASE BID	REMARKS
J. Fletcher Creamer & Sons, Inc.	38428	UL: PU (WL & SL)	X	X	\$480,348.00	
Mainlining America, LLC	79079	UL: PU (WL & SL)	X	X	\$323,389.00	<b>**APPARENT LOW BIDDER</b>
Moffat Pipe, Inc.	54906	UL: UC	X	X	\$383,760.00	
Michels Pipe Services	29269	UL: PU (C); PU (FD); PU (WL & SL); S (B & T)	X	X	\$451,511.00	
SUEZ Advanced Solutions	52520	UL: BLDG; PU (WL & SL)	X	X	\$440,221.00	

This is to certify that the bids tabulated herein were publicly opened and read aloud at 10:00 a.m. on the 8<sup>th</sup> day of April, 2021, in the offices of the Town of Apex at 105-B Upchurch Street, Apex, North Carolina, and that all said bids were accompanied by either a certified check or bidder's bond except as otherwise noted.



James Gregg, P.E.

## NOTICE OF AWARD

Date of Issuance:

Owner: Town of Apex

Owner's Contract No.:

Engineer: Town of Apex

Engineer's Project No.:

Project: Salem Street Water Main Rehabilitation

Contract Name:

Bidder: Mainlining America, LLC

Bidder's Address: 354 Eisenhower Parkway, Livingston, NJ 08889

### TO BIDDER:

You are notified that Owner has accepted your Bid dated April 8, 2021 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Salem Street Water Main Rehabilitation Project

The Contract Price of the awarded Contract is: \$323,389.00.

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

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

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

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

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

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

Owner: Town of Apex

Authorized Signature

By: Ralph Clark

Title: Interim Town Manager

Copy: Engineer

### Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_ Title: \_\_\_\_\_

**BID FORM**Project: Salem Street Water Main Rehabilitation ProjectBid From: Mainlining America, LLC**TABLE OF CONTENTS**

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Article 5 – Basis of Bid .....	3
Article 6 – Time of Completion .....	3
Article 7 – Attachments to this Bid .....	3
Article 8 – Defined Terms.....	4
Article 9 – Bid Submittal.....	5

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

**TOWN OF APEX  
P.O. BOX 250, 73 HUNTER STREET  
APEX, NC 27502-0250**

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

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

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

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>3/17/2021</u>
<u>2</u>	<u>3/30/2021</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

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

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

#### ARTICLE 4 – BIDDER'S CERTIFICATION

##### 4.01 Bidder certifies that:

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

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

## ARTICLE 5 – BASIS OF BID

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	6" Water Main Rehabilitation	LF	2,720	110.00	299,200.00
2	Asphalt Pavement Repair	SY	75	250.00	18,750.00
3	Reinstate/reconnect ¾" Service	EA	45	50.00	2,250.00
4	Reinstate/reconnect 1" Service	EA	2	50.00	100.00
5	6" Gate Valve and Box	EA	1	3,089.00	3,089.00
6					
<b>Total of All Unit Price Bid Items</b>					<b>\$ 323,389.00</b>

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

**Total Bid Price** \$ 323,389.00

**60 DAYS**

**Time of Completion**

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

## ARTICLE 6 – ATTACHMENTS TO THIS BID

- 6.01 The following documents are submitted with and made a condition of this Bid. Failure to provide the documentation with the bid may be grounds for rejection of the bid.:
- Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided).
  - In accordance with GS 143-128.2(c), Bidder shall identify on its bid the minority businesses that it will use on the project and the total dollar value of the bid that will be performed by the minority businesses and list the good faith efforts (Affidavit A) made to solicit participation. A Bidder that will perform all of the work with its own workforce may submit an Affidavit (B) to that effect in lieu of the affidavit (A) required above.

1. Identification of Minority Business Participation.
  2. Affidavit A, Listing of Good Faith Efforts; or Affidavit B, Intent to Perform Contract with Own Workforce.
  - C. In accordance with GS 64-26(a), Bidders shall submit the E-Verify Affidavit to document that the work authorization of their employees has been verified through E-Verify. The Affidavit shall also document that the Bidders subcontractors comply with E-Verify.
  - D. In accordance with GS 143C-6A(a), Bidders shall submit the Iran Divestment Act Certification to document that the bidder affirms that they are not on the State Treasurer's Final Divestment List. The Certification shall also document that the Bidders subcontractors and vendors are in compliance.
  - E. Submit the Bidder's Checklist as provided in the bidding documents with the bid submittal. The Checklist shall be completed and included as the first page of the submittal.
  - F. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - G. Contractor's License No.: **79079** [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - H. Required Bidder Qualification Statement with supporting data; and
- 6.02 After the bid opening the Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low Bidder, the Bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:
- A. An Affidavit (C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the goal established by the Owner and indicated in the Instruction to Bidders, paragraph Minority Participation Goals. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort; or
  - B. Affidavit (D) of its good faith effort to meet the goal. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.
- 6.03 Bidder understands that if this Bid is accepted by the Owner, Bidder shall not substitute for the subcontractors named in the Bid Documents except as allowed in the Supplementary Conditions.

## ARTICLE 7 – DEFINED TERMS

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

**ARTICLE 8 – BID SUBMITTAL****Contractor's License**A. Number: 79079B. Classification: puC. Limitation: UnlimitedEmployer's Tax ID No.: 47-132249BIDDER: *[Indicate correct name of bidding entity]*Mainlining America, LLCTelephone Number: 716-652-3700Fax Number: 716-652-9234Contact Name and e-mail address: Marlena Lawrence- mlawrence@mainlining.com

This Bid Submitted by:

An IndividualName: \_\_\_\_\_  
(Type or print)By: \_\_\_\_\_  
(Individual's Signature)Doing Business As: \_\_\_\_\_  
(Type or print)A Partnership

Partnership Name: \_\_\_\_\_

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

By: \_\_\_\_\_  
(Signature of general partner, attach evidence of authority to sign)Name: \_\_\_\_\_  
(Type or print)Title: \_\_\_\_\_  
(Type or print)Attest: \_\_\_\_\_  
(Signature of Corporate Secretary)

# North Carolina

## Licensing Board for General Contractors

This is to Certify That:  
Mainlining America, LLC  
Livingston, NJ

is duly registered and entitled to practice

## General Contracting

Limitation: Unlimited  
Classification: PU(Water Lines & Sewer Lines)

until

December 31, 2021

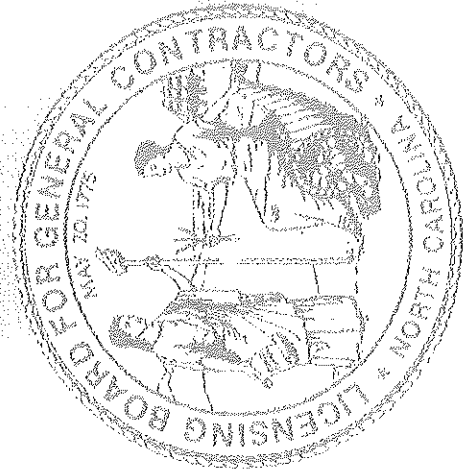
when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 8, 2021

This certificate may not be altered.



*John E. Thompson*  
Chairman

*C. Frank Warner*  
Secretary-Treasurer

A Corporation

Corporation Name: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Type (General Business, Profession, Service, Limited Liability):  
\_\_\_\_\_By: \_\_\_\_\_  
(Signature, attach evidence of authority to sign)Name: \_\_\_\_\_  
(Type or print)Title: \_\_\_\_\_  
(Type or print)Attest: \_\_\_\_\_ Corporate Seal  
(Signature of Corporate Secretary)

Date of Qualification to do business in North Carolina is \_\_\_\_\_.

Limited Liability Company – LLCName of LLC: Mainlining America, LLCName of State under whose Laws the Limited Liability Company  
was formed: New JerseyBy: \_\_\_\_\_  
(Signature of Manager)Name: William Black  
(Type or print)Title: CFO  
(Type or print)

### **BIDDER'S CHECKLIST**

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

	-	Properly Executed Bid Form (Including the acknowledgement of all Addenda)
	A.	Required Bid security in the form of a Bid Bond (EJCDC No. C-435) or Certified Check (circle type of security provided); Bid Bond shall include an executed Power of Attorney.
	B1.	Identification of Minority Business Participation
	B2.	Affidavit A, Listing of Good Faith Efforts; or Affidavit B, Intent to Perform Contract with Own Workforce

PAGE FOR ATTACHING  
POWER OF ATTORNEY  
(Bid Bond)

## BID BOND

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

**BIDDER (Name and Address):**

Mainlining America, LLC  
354 Eisenhower Parkway  
Livingston, NJ 07039

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

Federal Insurance Company  
202B Halls Mill Road  
Whitehouse Station, NJ 08889

**OWNER (Name and Address):**

Town of Apex  
P.O. Box 250, 73 Hunter Street  
Apex, NC 27502-0250

**BID**

Bid Due Date: April 8, 2021

Description (Project Name— Include Location): Salem Street Water Main Rehabilitation Project

**BOND**

Bond Number:

Date: March 31, 2021

Penal sum Five percent of amount bid \$ 5% AMT BID  
(Words) (Figures)

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

**BIDDER**

Mainlining America, LLC (Seal)

Bidder's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title

**SURETY**

Federal Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Witness

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

- 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
- 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
- 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

- 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
- 3.2 All Bids are rejected by Owner, or
- 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# Surety Acknowledgement

State of New Jersey

County of Essex

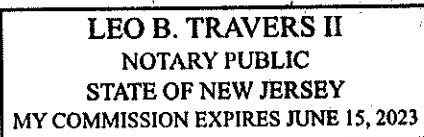
On this 31st day of March in the year 2021 before me personally came Adriana Giammiale to me known, who, being by me duly sworn, did depose and say that he/she resides in Passaic County NJ that he/she is the Attorney-In-Fact for

## Federal Insurance Company

the corporation described in and which executed the attached instrument; that he/she knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was affixed by Order of the Board of Directors of the said corporation, and that he/she signed his/her name thereto by like order.

Leo B. Travers II

Notary Public



# Corporate Acknowledgement

STATE OF New Jersey

COUNTY OF Essex

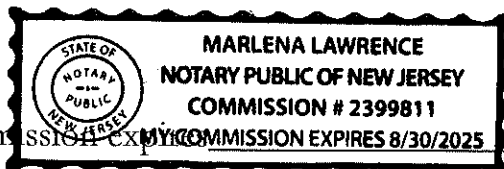
On this 31 day of March the year 2021, before me Marlena Lawrence,

NOTARY PUBLIC personally appeared Norman Baker

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as president (or secretary) or on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Official Seal, the date and year first above written.

My Commission Expires



[Signature]  
Notary Public, residing in

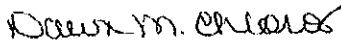
## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

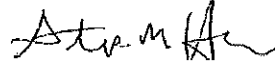
Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Donald L. Felter, Anthony R. Ferrara, Adriana Giammichele, Vincent G. Matthews, David M. Solimine and Emil W. Solimine of Livingston, New Jersey -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 8<sup>th</sup> day of January, 2019.



Dawn M. Chloros, Assistant Secretary



Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

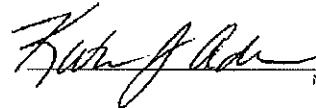
ss.

On this 8<sup>th</sup> day of January, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2318365  
Commission Expires July 16, 2019



Notary Public

## CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):


- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this March 31, 2021

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

**FEDERAL INSURANCE COMPANY**  
**STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS**

Statutory Basis  
December 31, 2019  
(in thousands)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments	\$ (429,780)	Outstanding Losses and Loss Expenses	\$ 6,823,691
United States Government, State and Municipal Bonds	4,559,706	Reinsurance Payable on Losses and Expenses	1,433,250
Other Bonds	5,314,219	Unearned Premiums	2,014,727
Stocks	32,735	Ceded Reinsurance Premiums Payable	353,115
Other Invested Assets	<u>1,029,733</u>	Other Liabilities	<u>849,544</u>
<b>TOTAL INVESTMENTS</b>	<u><b>10,506,613</b></u>	<b>TOTAL LIABILITIES</b>	<u><b>11,474,327</b></u>
 Investments in Affiliates:			
Great Northern Ins. Co.	395,442	Capital Stock	20,980
Vigilant Ins. Co.	341,290	Paid-In Surplus	2,711,474
Chubb Indemnity Ins. Co.	178,808	Unassigned Funds	<u>1,306,881</u>
Chubb National Ins. Co.	181,053	<b>SURPLUS TO POLICYHOLDERS</b>	<u><b>4,039,335</b></u>
Other Affiliates	97,150		
Premiums Receivable	1,511,096		
Other Assets	<u>2,302,210</u>		
 <b>TOTAL ADMITTED ASSETS</b>	<u><b>\$ 15,513,662</b></u>	 <b>TOTAL LIABILITIES AND SURPLUS</b>	<u><b>\$ 15,513,662</b></u>

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2019, investments with a carrying value of \$508,749,121 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2019.

Subscribed before me this April 14, 2020

John Taylor

D28C1F605 Senior Vice President

Diane Wright  
Notary Public

August 8, 2023  
My commission expires

Commonwealth of Pennsylvania - Notary Seal  
Diane Wright, Notary Public  
Philadelphia County  
My commission expires August 8, 2023  
Commission number 1235745  
Member, Pennsylvania Association of Notaries



# State of North Carolina AFFIDAVIT A - Listing of Good Faith Efforts

County of Essex

(Name of Bidder)

Affidavit of Mainlining America, LLC

I have made a good faith effort to comply under the following areas checked:

**Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)**

- ☒ **1 - (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☒ **2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☐ **3 - (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 - (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ **5 - (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☐ **6 - (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☒ **7 - (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 - (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 - (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☒ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 4/6/21 Name of Authorized Officer: William Black

Signature: \_\_\_\_\_

Title: CFO

MARLENA LAWRENCE

NOTARY PUBLIC OF NEW JERSEY

COMMISSION # 2399811

COMMISSION EXPIRES 8/30/2025

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public

My commission expires \_\_\_\_\_

MARLENA LAWRENCE

NOTARY PUBLIC OF NEW JERSEY

MISSION # 2399811

MISSION EXPIRES 8/30/2025

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

THIS AGREEMENT is by and between Town of Apex ("Owner") and  
Mainlining America, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

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

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2,800 linear feet of 6-inch waterline, including reconnection of existing service connections.

**ARTICLE 3 – ENGINEER**

- 3.01 The part of the Project that pertains to the Work has been designed by the Town of Apex Water Resources Department. All notices required in accordance with this Agreement shall be provided to Jamie Gregg ([james.gregg@apexnc.org](mailto:james.gregg@apexnc.org)) and Mike Deaton ([Michael.deaton@apexnc.org](mailto:Michael.deaton@apexnc.org)) with the Town of Apex Water Resources Department.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

- A. The Work will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

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

## ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
  - B. Total of Unit Price Work \$ 323,389.00.
  - C. All Work, at the prices stated in Contractor's Bid, is attached hereto as an exhibit.

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

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

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
    - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long

as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### 6.03 *Final Payment*

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

### ARTICLE 7 – INTEREST

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

### ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

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

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 7, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).
  - 4. Power of Attorney (pages 1 to 1, inclusive).
  - 5. Certificate of Insurance (pages 1 to 1, inclusive).
  - 6. General Conditions (pages 1 to 65, inclusive).
  - 7. Supplementary Conditions (pages 1 to 30, inclusive).
  - 8. Specifications as listed in the table of contents of the Project Manual.
  - 9. Drawings (not attached but incorporated by reference) consisting of 4 sheets with each sheet bearing the following general title: Salem Street Water Main Rehabilitation Project.
  - 10. Addenda (numbers \_\_\_\_ to \_\_\_\_, inclusive).
  - 11. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to \_\_, inclusive).
    - b. Notice of Award (pages 1 to 1, inclusive).
    - c. Documentation submitted by Contractor prior to Notice of Award.
    - d. Affidavits.
  - 12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.

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

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

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

### **10.02 Assignment of Contract**

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

### **10.03 Successors and Assigns**

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

### **10.04 Severability**

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

### **10.05 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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

10.06 E-Verify

- A. Contractor hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Contractor further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). Contractor hereby pledges, attests and warrants through execution of this Agreement that Contractor complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by Contractor shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

10.07 Iran Divestment Act Certification

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

10.08 Anti-Human Trafficking

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

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

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Town of Apex \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

P.O. Box 250 \_\_\_\_\_

\_\_\_\_\_

Apex, NC 27502-0250 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

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

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

\_\_\_\_\_  
Vance Holloman, Finance Director



## Town of Apex

### CAPITAL PROJECT ORDINANCE AMENDMENT 2021-08

#### 65 - Water/Sewer Capital Project Fund

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

**Section 1. The revenues anticipated for the projects are:**

Transfer from Water/Sewer Fund	200,000
<b>Total Revenues</b>	<b>\$200,000</b>

**Section 2. The expenditures anticipated are:**

47763: Salem Street Water Main Rehabilitation	200,000
<b>Total Expenditures</b>	<b>\$200,000</b>

**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 11th day of May, 2021.

Attest:

\_\_\_\_\_  
Jacques K. Gilbert, Mayor

\_\_\_\_\_  
Donna B. Hosch, Town Clerk

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 11, 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 approve an ordinance amendment changing park hours at Clairmont Park to close at 8pm year-round.

### Approval Recommended?

Yes

### Item Details

In response to a resident request, PRCR Staff prepared lighting plans to provide basketball court lights at Clairmont Park and other parks with unlit courts in 2020. These plans were approved by the Town's Technical Review Committee and as a result of the approval lights were installed at Clairmont Park. After the lights were installed the Town received comments from residents who were impacted by the installed lights and they have since been turned off. PRCR staff met with the representatives of the Electric Utilities Department to evaluate the existing lighting to determine light levels and options for reducing the number of fixtures used, ensuring that they provide a safe level for use of the basketball court. The installed fixtures meet all applicable rules and regulations for lighting for the Town, specifically as it relates to spillover to adjacent properties. PRCR staff intends to turn the 2 light poles (4) fixtures on the sides of the basketball court on during the evening hours of park operations providing an opportunity for increased hours of resident access. At the April 28, 2021 meeting, the Parks, Recreation and Cultural Resources Advisory Commission unanimously recommended a change to the park hours of operation closing time from 6pm (November - February) and 8pm (March - October) to 8pm all year.

### Attachments

- Ordinance Amendment



## ORDINANCE NO. 2021-0511-12

### AN ORDINANCE TO AMEND SECTION 15-6 OF APEX TOWN CODE

THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF APEX AS FOLLOWS:

**Section 1.** Subsection (a) of Section 15-6 of the Town of Apex Code of Ordinances is hereby amended to read as follows with deletions shown as strikethrough text:

**Sec. 15-6. Opening and closing town parks; remaining in parks after closing; forfeiture of right to use park.**

...

- (4) *West Street Park, ~~Claremont Park~~, Sue Helton Park, Kelly Glen Park and Seagrove's Farm Park:*

March through October—7:00 a.m. until 8:00 p.m.

November through February—7:00 a.m. until 6:00 p.m.

...

- (6) *Clairmont Park.***

**7:00 a.m. until 8:00 p.m.**

**Section 2.** It is the intention of the governing body, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances and the sections of this ordinance may be renumbered to accomplish such intention.

**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 upon adoption.

Introduced by Council Member: \_\_\_\_\_

Seconded by Council Member: \_\_\_\_\_

This the 11th day of May, 2021.

\_\_\_\_\_  
Jacques K. Gilbert  
Mayor

ATTEST:

\_\_\_\_\_  
Donna B. Hosch, MMC, NCCMC  
Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Laurie L. Hohe  
Town Attorney

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 11, 2021

## Item Details

Presenter(s): Adam Stephenson, Engineering Supervisor

Department(s): Public Works & Transportation

### Requested Motion

Motion to award a construction contract upon NCDOT concurrence, authorize the Town Manager to execute same for C-5604AA Kelly & Apex Barbecue Pedestrian Improvements and approve cooresponding Budget Ordinance Amendment 20 and Capital Project Ordinance Amendment 2021-06.

### Approval Recommended?

Yes

### Item Details

This is a locally administered federal-aid project (LAPP) to complete a pedestrian improvement route from Olive Chapel Elementary School through Kelly Road Park to Scotts Ridge elementary School. Federal grant funds have been committed to construction of the project at a reimbursement rate of 70% with a maximum amount of \$647,500. Sealed bids for construction and furnishing of all materials were received and opened on Monday, May 3, 2021. It is the recommendation of staff that the contract be awarded to LANIER CONSTRUCTION COMPANY, INC. as the lowest responsive bidder.

Bid Summary (responsive bids):

ENGINEER'S ESTIMATE	\$ 939,375.93
LANIER CONSTRUCTION COMPANY	\$ 1,047,618.80
CAROLINA SUNROCK	\$ 1,146,455.91
FRED SMITH COMPANY	\$ 1,241,500.00

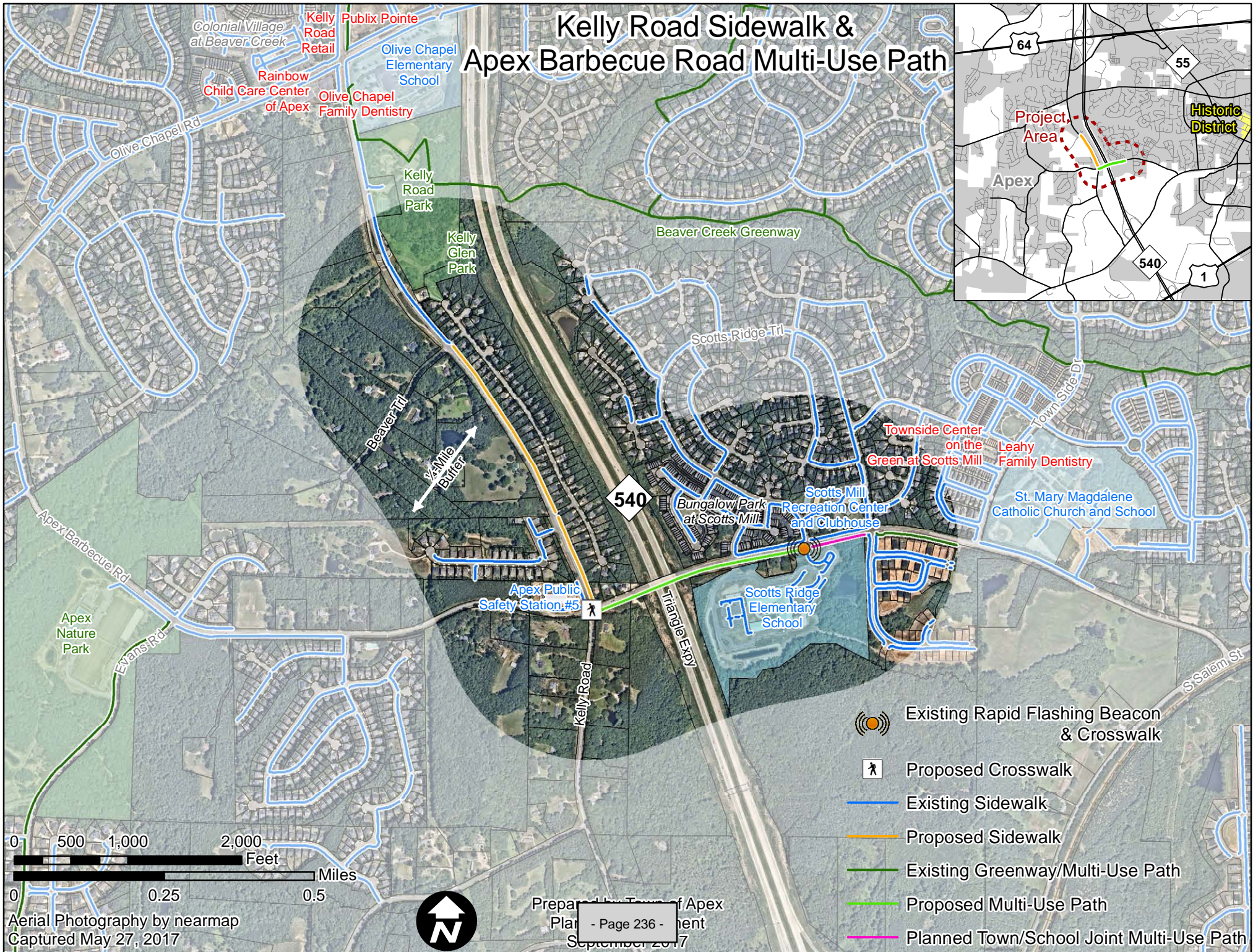
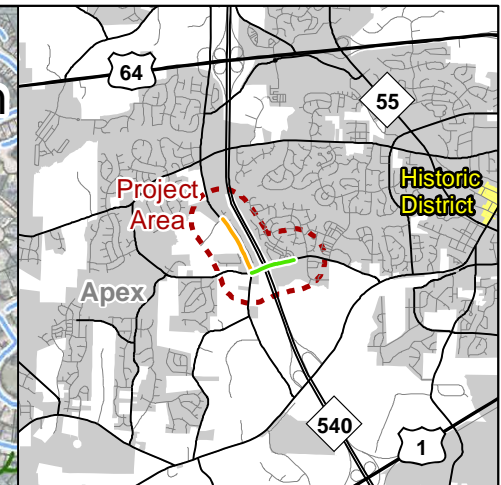
Additional funding needed for the project includes \$117,950 Fund Balance allocation, \$121,500 transfer from the Transportation Capital Reserve and reallocation of \$130,000 already available in the Project Fund from projects having come in below budget in the past.

### Attachments

- Map
- Bid Tabulation
- Contract document

- Budget Ordinance Amendment 20
- Capital Project Ordinance Amendment 2021-06

# Kelly Road Sidewalk & Apex Barbecue Road Multi-Use Path



Aerial Photography by nearmap  
Captured May 27, 2017



ITEM #\SECTION				DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE		SA HAULING & UTILITIES		LANIER CONSTRUCTION		CAROLINA SUNROCK		FRED SMITH COMPANY	
ROADWAY							UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED
1	200	CLEARING & GRUBBING			1	LS	\$ 22,200.00	\$ 22,200.00	\$ 30,000.00	\$ 30,000.00	\$ 40,000.00	\$ 40,000.00	\$ 20,000.00	\$ 20,000.00	\$ 50,000.00	\$ 50,000.00
2	226	UNDERCUT EXCAVATION			100	CY	\$ 50.00	\$ 5,000.00	\$ 25.00	\$ 2,500.00	\$ 50.00	\$ 5,000.00	\$ 34.50	\$ 3,450.00	\$ 85.00	\$ 8,500.00
3	226	GRADING			1	LS	\$ 150,000.00	\$ 150,000.00	\$ 50,000.00	\$ 50,000.00	\$ 250,000.00	\$ 250,000.00	\$ 282,125.00	\$ 282,125.00	\$ 297,776.55	\$ 297,776.55
4	310	15" REINFORCED CONCRETE PIPE CULVERT, CL III			40	LF	\$ 200.00	\$ 8,000.00	\$ 60.00	\$ 2,400.00	\$ 85.00	\$ 3,400.00	\$ 94.50	\$ 3,780.00	\$ 70.00	\$ 2,800.00
5	310	15" REINFORCED CONCRETE PIPE END SECTION			2	EA	\$ 750.00	\$ 1,500.00	\$ 700.00	\$ 1,400.00	\$ 1,500.00	\$ 3,000.00	\$ 1,570.00	\$ 3,140.00	\$ 950.00	\$ 1,900.00
6	310	18" REINFORCED CONCRETE PIPE CULVERT, CL III			16	LF	\$ 200.00	\$ 3,200.00	\$ 65.00	\$ 1,040.00	\$ 125.00	\$ 2,000.00	\$ 102.00	\$ 1,632.00	\$ 160.00	\$ 2,560.00
7	310	18" REINFORCED CONCRETE PIPE END SECTION			2	EA	\$ 750.00	\$ 1,500.00	\$ 900.00	\$ 1,800.00	\$ 1,800.00	\$ 3,600.00	\$ 1,350.00	\$ 2,700.00	\$ 1,100.00	\$ 2,200.00
8	340	PIPE REMOVAL			106	LF	\$ 50.00	\$ 5,300.00	\$ 15.00	\$ 1,590.00	\$ 25.00	\$ 2,650.00	\$ 29.00	\$ 3,074.00	\$ 20.00	\$ 2,120.00
9	520	AGGREGATE BASE COURSE			637	TN	\$ 45.00	\$ 28,665.00	\$ 40.00	\$ 25,480.00	\$ 45.00	\$ 28,665.00	\$ 43.00	\$ 27,391.00	\$ 38.00	\$ 24,206.00
10	610	ASPHALT CONCRETE SURFACE COURSE, TYPE S 9.5B			256	TN	\$ 200.00	\$ 51,200.00	\$ 145.00	\$ 37,120.00	\$ 145.00	\$ 37,120.00	\$ 75.00	\$ 19,200.00	\$ 110.00	\$ 28,160.00
11	610	ASPHALT CONCRETE BASE COURSE, TYPE B 25.0C			727	TN	\$ 200.00	\$ 145,400.00	\$ 145.00	\$ 105,415.00	\$ 150.00	\$ 109,050.00	\$ 94.00	\$ 68,338.00	\$ 110.00	\$ 79,970.00
12	620	ASPHALT BINDER FOR PLANT MIX			51	TN	\$ 600.00	\$ 30,600.00	\$ 500.00	\$ 25,500.00	\$ 635.00	\$ 32,385.00	\$ 450.00	\$ 22,950.00	\$ 600.00	\$ 30,600.00
13	800	MOBILIZATION			1	LS	\$ 44,732.18	\$ 44,732.18	\$ 30,000.00	\$ 30,000.00	\$ 49,800.00	\$ 49,800.00	\$ 115,000.00	\$ 115,000.00	\$ 62,000.00	\$ 62,000.00
14	801	CONSTRUCTION SURVEYING			1	LS	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00	\$ 25,000.00	\$ 25,000.00	\$ 33,080.00	\$ 33,080.00	\$ 25,500.00	\$ 25,500.00
15	840	MASONRY DRAINAGE STRUCTURES			5	EA	\$ 3,000.00	\$ 15,000.00	\$ 2,800.00	\$ 14,000.00	\$ 2,500.00	\$ 12,500.00	\$ 2,720.00	\$ 13,600.00	\$ 4,000.00	\$ 20,000.00
16	840	MASONRY DRAINAGE STRUCTURES			2.6	LF	\$ 500.00	\$ 1,300.00	\$ 475.00	\$ 1,235.00	\$ 500.00	\$ 1,300.00	\$ 382.00	\$ 993.20	\$ 225.00	\$ 585.00
17	840	FRAME W/ GRATE, STANDARD 840.03			5	EA	\$ 700.00	\$ 3,500.00	\$ 900.00	\$ 4,500.00	\$ 750.00	\$ 3,750.00	\$ 757.00	\$ 3,785.00	\$ 950.00	\$ 4,750.00
18	840	PIPE COLLAR			8	CY	\$ 1,400.00	\$ 11,200.00	\$ 2,000.00	\$ 16,000.00	\$ 700.00	\$ 5,600.00	\$ 1,630.00	\$ 13,040.00	\$ 300.00	\$ 2,400.00
19	846	2'-6" CONCRETE CURB & GUTTER			3,522	LF	\$ 30.00	\$ 105,660.00	\$ 27.00	\$ 95,094.00	\$ 37.00	\$ 130,314.00	\$ 20.50	\$ 72,201.00	\$ 17.20	\$ 60,578.40
20	848	CONCRETE CURB RAMP			7	EA	\$ 2,500.00	\$ 17,500.00	\$ 2,000.00	\$ 14,000.00	\$ 4,000.00	\$ 28,000.00	\$ 2,250.00	\$ 15,750.00	\$ 2,350.00	\$ 16,450.00
21	848	4" CONCRETE SIDEWALK			1,393	SY	\$ 38.00	\$ 52,934.00	\$ 54.00	\$ 75,222.00	\$ 55.00	\$ 76,615.00	\$ 31.50	\$ 43,879.50	\$ 36.45	\$ 50,774.85
22	859	CONVERT EXISTING DROP INLET TO JUNCTION BOX			1	EA	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 1,800.00	\$ 1,800.00	\$ 3,155.00	\$ 3,155.00	\$ 3,000.00	\$ 3,000.00
23	863	REMOVE EXISTING GUARDRAIL			273	LF	\$ 5.00	\$ 1,365.00	\$ 7.00	\$ 1,911.00	\$ 1.50	\$ 409.50	\$ 1.00	\$ 273.00	\$ 1.00	\$ 273.00
24	901	CONTRACTOR FURNISHED, TYPE E SIGN			24.75	SF	\$ 25.00	\$ 618.75	\$ 50.00	\$ 1,237.50	\$ 21.00	\$ 519.75	\$ 19.00	\$ 470.25	\$ 19.00	\$ 470.25
25	903	SUPPORTS, 2-LB STEEL U-CHANNEL			4	EA	\$ 90.00	\$ 360.00	\$ 100.00	\$ 400.00	\$ 98.00	\$ 392.00	\$ 40.00	\$ 160.00	\$ 210.00	\$ 840.00
26	904	SIGN ERECTION, TYPE E			4	EA	\$ 200.00	\$ 800.00	\$ 100.00	\$ 400.00	\$ 175.00	\$ 700.00	\$ 210.00	\$ 840.00	\$ 40.00	\$ 160.00
27	1105	TRAFFIC CONTROL			1	LS	\$ 30,000.00	\$ 30,000.00	\$ 35,000.00	\$ 35,000.00	\$ 40,000.00	\$ 40,000.00	\$ 207,850.00	\$ 207,850.00	\$ 300,000.00	\$ 300,000.00
28	1205	REMOVAL OF PAVEMENT MARKING LINES 4"			2,474	LF	\$ 2.00	\$ 4,948.00	\$ 1.00	\$ 2,474.00	\$ 1.15	\$ 2,845.10	\$ 0.75	\$ 1,855.50	\$ 0.75	\$ 1,855.50
29	1205	REMOVAL OF PAVEMENT MARKING LINES 12"			18	LF	\$ 12.00	\$ 216.00	\$ 30.00	\$ 540.00	\$ 3.50	\$ 63.00	\$ 2.00	\$ 36.00	\$ 2.00	\$ 36.00
30	1205	REMOVAL OF PAVEMENT MARKING LINES 24"			68	LF	\$ 15.00	\$ 1,020.00	\$ 20.00	\$ 1,360.00	\$ 7.00	\$ 476.00	\$ 4.00	\$ 272.00	\$ 4.00	\$ 272.00
31	1205	REMOVAL OF PAVEMENT MARKING SYMBOL/CHARACTERS			6	EA	\$ 100.00	\$ 600.00	\$ 100.00	\$ 600.00	\$ 57.50	\$ 345.00	\$ 50.00	\$ 300.00	\$ 50.00	\$ 300.00
32	1205	THERMO PAVEMENT MARKING LINES (24", 120 MILS)			118	LF	\$ 30.00	\$ 3,540.00	\$ 20.00	\$ 2,360.00	\$ 9.05	\$ 1,067.90	\$ 11.00	\$ 1,298.00	\$ 11.00	\$ 1,298.00
33	1205	THERMO PAVEMENT MARKING LINES (8", 120 MILS)			373	LF	\$ 5.00	\$ 1,865.00	\$ 10.00	\$ 3,730.00	\$ 6.50	\$ 2,424.50	\$ 4.00	\$ 1,492.00	\$ 4.00	\$ 1,492.00
34	1205	THERMO PAVEMENT MARKING LINES (4", 120 MILS)			1,216	LF	\$ 3.00	\$ 3,648.00	\$ 8.00	\$ 9,728.00	\$ 2.55	\$ 3,100.80	\$ 1.20	\$ 1,459.20	\$ 1.20	\$ 1,459.20
35	1205	THERMO PAVEMENT MARKING LINES (4", 90 MILS)			1,115	LF	\$ 3.00	\$ 3,345.00	\$ 6.00	\$ 6,690.00	\$ 2.65	\$ 2,954.75	\$ 1.20	\$ 1,338.00	\$ 1.20	\$ 1,338.00
36	1205	THERMO PAVEMENT MARKING CHARACTERS (120 MILS)			6	EA	\$ 250.00	\$ 1,500.00	\$ 50.00	\$ 300.00	\$ 175.00	\$ 1,050.00	\$ 150.00	\$ 900.00	\$ 150.00	\$ 900.00
37	1515	RELOCATE FIRE HYDRANT			2	EA	\$ 4,000.00	\$ 8,000.00	\$ 4,500.00	\$ 9,000.00	\$ 6,000.00	\$ 12,000.00	\$ 4,575.00	\$ 9,150.00	\$ 4,800.00	\$ 9,600.00
38	1605	TEMPORARY SILT & TREE PROTECTION COMBO FENCE			3,895	LF	\$ 3.00	\$ 11,685.00	\$ 4.00	\$ 15,580.00	\$ 4.00	\$ 15,580.00	\$ 3.00	\$ 11,685.00	\$ 2.35	\$ 9,153.25
39	1631	MATTING FOR EROSION CONTROL			5,808	SY	\$ 3.00	\$ 17,424.00	\$ 2.25	\$ 13,068.00	\$ 4.50	\$ 26,136.00	\$ 3.00	\$ 17,424.00	\$ 1.50	\$ 8,712.00
40	SP	SEEDING			1.20	AC	\$ 5,000.00	\$ 6,000.00	\$ 4,000.00	\$ 4,800.00	\$ 5,000.00	\$ 6,000.00	\$ 2,500.00	\$ 3,000.00	\$ 1,800.00	\$ 2,160.00
41	SP	ADJUST WATER VALVE (VERTICAL ONLY)			8	EA	\$ 1,500.00	\$ 12,000.00	\$ 500.00	\$ 4,000.00	\$ 600.00	\$ 4,800.00	\$ 505.00	\$ 4,040.00	\$ 500.00	\$ 4,000.00
TRAFFIC SIGNAL																
42	1705	PEDESTRIAN SIGNAL HEAD (16", 1 SECTION W/ COUNT)			2	EA	\$ 900.00	\$ 1,800.00	\$ 1,600.00	\$ 3,200.00	\$ 1,250.00	\$ 2,500.00	\$ 850.00	\$ 1,700.00	\$ 850.00	\$ 1,700.00
43	1705	SIGNAL CABLE			200	LF	\$ 5.00	\$ 1,000.00	\$ 5.00	\$ 1,000.00	\$ 4.75	\$ 950.00	\$ 4.88	\$ 976.00	\$ 6.00	\$ 1,200.00
44	1715	UNPAVED TRENCHING (1 conduit, 2 inch)			30	LF	\$ 25.00	\$ 750.00	\$ 10.00	\$ 300.00	\$ 25.85	\$ 775.50	\$ 50.00	\$ 1,500.00	\$ 50.00	\$ 1,500.00
45	1726	LEAD-IN CABLE (14-2 pair)			100	LF	\$ 2.00	\$ 200.00	\$ 6.00	\$ 600.00	\$ 7.10	\$ 710.00	\$ 2.00	\$ 200.00	\$ 2.00	\$ 200.00
46	1743	TYPE II PEDESTAL WITH FOUNDATION			2	EA	\$ 2,500.00	\$ 5,000.00	\$ 2,200.00	\$ 4,400.00	\$ 2,700.00	\$ 5,400.00	\$ 2,275.00	\$ 4,550.00	\$ 2,275.00	\$ 4,550.00
STRUCTURE																
47	PSP2	VERTICAL CONCRETE BARRIER RAIL			252	LF	\$ 150.00	\$ 37,800.00	\$ 300.00	\$ 75,600.00	\$ 95.00	\$ 23,940.00	\$ 161.84	\$ 40,783.68	\$ 225.00	\$ 56,700.00
48	PSP3	VERTICAL CONCRETE BARRIER RAIL ON MOMENT SLAB			119	LF	\$ 150.00	\$ 17,850.00	\$ 300.00	\$ 35,700.00	\$ 95.00	\$ 11,305.00	\$ 161.84	\$ 19,258.96	\$ 150.00	\$ 17,850.00
49	PSP4	CONCRETE MOMENT SLAB			118	LF	\$ 300.00	\$ 35,400.00	\$ 300.00	\$ 35,400.00	\$ 150.00	\$ 17,700.00	\$ 265.09	\$ 31,280.62	\$ 225.00	\$ 26,550.00
50	PSP5	GUARDRAIL ANCHOR UNIT TYPE TL-3			2	EA	\$ 3,000.00	\$ 6,000.00	\$ 3,500.00	\$ 7,000.00	\$ 3,500.00	\$ 7,000.00	\$ 2,950.00	\$ 5,900.00	\$ 2,950.00	\$ 5,900.00
51	PSP6	GUARDRAIL ANCHOR UNIT TYPE III			2	EA	\$ 3,000.00	\$ 6,000.00	\$ 2,000.00	\$ 4,000.00	\$ 2,150.00	\$ 4,300.00	\$ 1,850.00	\$ 3,700.00	\$ 1,850.00	\$ 3,700.00
52	PSP7	GUARDRAIL			25	LF	\$ 50.00	\$ 1,250.00	\$ 50.00	\$ 1,250.00	\$ 25.00	\$ 625.00	\$ 20.00	\$ 500.00	\$ 20.00	\$ 500.00
TOTAL:							\$ 939,375.93		*TOTAL:	\$ 849,924.50	TOTAL:	\$ 1,047,618.80	TOTAL:	\$ 1,146,455.91	TOTAL:	\$ 1,241,500.00

\* Bid disqualified; bidder not prequalified with NCDOT at time of bid.

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**PURCHASE ORDER #  
STANDARD CONSTRUCTION CONTRACT**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between, LANIER CONSTRUCTION COMPANY, INC., a North Carolina Business Corporation with its principal business offices located at 1505 Browntown Road, Snow Hill, NC 28580-7000 (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:**

The Town and the Contractor, for the consideration stated herein, agree as follows:

**1. SCOPE OF SERVICES.**

The Contractor shall furnish all labor, material, and equipment necessary to perform and complete the work as identified in the attached “C-5604AA Kelly & Apex Barbecue Pedestrian Improvements” at the locations and to the specifications outlined in attached documents identified in Sections 2 and 29 of this Agreement. In the event of a conflict between any of the attached documents and this Agreement, this Agreement shall control.

**2. SPECIFICATIONS.**

Contractor shall perform the services in accordance with the attached documents specified below which are hereby incorporated into this Agreement:

1. Plan sheets
2. NCDOT 2018 Standard Specifications for Roads and Structures
3. NCDOT 2018 Roadway Standard Drawings
4. US DOT Manual on Uniform Traffic Control Devices, including any NC Supplement

**3. TIME OF COMMENCEMENT AND COMPLETION.**

Refer to Contract Provision SP1 G05 B.

**4. CONSIDERATION AND PAYMENT OF SERVICES.**

In consideration of the above services, the Town will pay the Contractor based on the price and quantities reflected on the “C-5604AA Bid Tabulation” as those numbers pertain to the LANIER CONSTRUCTION COMPANY, INC. bid. The total bid, is in the amount of \$1,047,618.80. Contractor shall submit a monthly invoice for partial payments based on the components that have been completed.

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 invoice unless a bona fide dispute exists between Town and Contractor concerning the accuracy of said invoice or the services covered thereby.

**5. CHANGE ORDERS.**

No changes in work may proceed unless a Change Order is approved by the Town. In the event a change in work is requested, Contractor shall provide a complete breakdown of all labor and material costs with

the Change Order request. The breakdown shall include the Contractor's allowance for overhead and profit not to exceed 10% of the net cost of the change with work provided directly by the Contractor. All Change Order approvals shall be in writing.

## **6. 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.

## **7. APPLICABILITY OF LAWS AND REGULATIONS.**

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

## **8. 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).

## **9. 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.

## **10. 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.

## **11. 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.

## **12. PRE-PROJECT SAFETY REVIEW MEETING.**

When specified by the Safety and Risk Manager, 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.

## **13. 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.

## **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 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.

## **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 CONTRACTOR:

LANIER CONSTRUCTION CO., INC.

Attn: Henry Lanier

1505 Browntown Road

Snow Hill, NC 28580-7000

TO TOWN: Town of Apex

Attention: Adam Stephenson

PO Box 250

Apex, NC 27502

Adam.stephenson@apexnc.org

## **16. 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.

## **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.**

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.

## **25. 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.

## **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 CERTIFICATION REQUIRED BY N.C.G.S. 147-86.60**

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.

## **28. CONTRACTOR'S WARRANTIES**

The Contractor hereby warrants and represents that it will be responsible for the maintenance and correction of any work completed pursuant to this Agreement that is defective at construction or may become defective due to negligence or faulty workmanship or materials for a period of one (1) year after final acceptance by the Town of the work performed.

## **29. BOND REQUIREMENTS**

Contractor agrees to provide the Town of Apex with a contract payment bond and a contract performance bond each in an amount equal to 100 percent of the amount of the Agreement. All bonds shall be in accordance with N.C.G.S. 44A-33. The corporate surety furnishing the bonds shall be authorized to do business in the State of North Carolina. Failure to provide acceptable bonds shall be just cause for rescinding the award of the Agreement and forfeiture of the bid bond or bid deposit.

## **30. INCORPORATION OF DOCUMENTS**

The following attached documents are hereby incorporate by reference into this Agreement as if fully set forth herein:

- A. Bid Advertisement
- B. Bid Bond
- C. Bid Form
- D. Bid Form Submission
- E. Notice of Award
- F. Notice to Proceed
- G. Special Provisions/Specifications
- H. Plan Sheets/Maps
- I. Addenda
- J. Certificate of Insurance

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

**Contractor**

Name: \_\_\_\_\_  
Name of Contractor (type or print)

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

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



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## Town of Apex

### Budget Ordinance Amendment No. 20

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BE IT ORDAINED, by the Council of the Town of Apex that the following Budget Amendment for the Fiscal Year 2020-2021 Budget Ordinance be adopted:

### **GENERAL FUND**

#### **Section 1. Revenues:**

Fund Balance Appropriated	\$117,950
<b>Total Revenues</b>	<b>\$117,950</b>

#### **Section 2. Expenditures:**

Transfer to Street Improvement Capital Projects Fund	\$117,950
<b>Total Expenditures</b>	<b>\$117,950</b>

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

Adopted this the 11th day of May, 2021

Attest:

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Jacques K. Gilbert, Mayor

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Donna B. Hosch, MMC, Town Clerk



## Town of Apex

### CAPITAL PROJECT ORDINANCE AMENDMENT 2021-06

#### 63-Street Improvements Capital Project Fund

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

**Section 1. The revenues anticipated for the projects are:**

Transfer from Transportation Reserve Fund	121,500
Transfer from General Fund	247,950
<b>Total Revenues</b>	<b>\$ 369,450</b>

**Section 2. The expenditures anticipated are:**

47672: Kelly Rd Sidewalk and Apex BBQ Rd Path	369,450
<b>Total Expenditures</b>	<b>\$ 369,450</b>

**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 11th day of May, 2021.

Attest:

\_\_\_\_\_  
Jacques K. Gilbert, Mayor

\_\_\_\_\_  
Donna B. Hosch, Town Clerk

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 11, 2021

## Item Details

Presenter(s): Adam Stephenson, Engineering Supervisor

Department(s): Public Works & Transportation

### Requested Motion

Motion to award a construction contract upon NCDOT concurrence, authorize the Town Manager to execute same, for EB-5895 NC 55 Sidewalk Connector and approve corresponding Capital Project Ordinance Amendment 2021-07

### Approval Recommended?

Yes

### Item Details

This is a locally administered federal-aid project (LAPP) to construct approximately 4,000 feet of sidewalk to complete a contiguous route along the east side of NC 55 (East Williams Street) & along Bobbit Road from Sunset Lake Road northward, providing a connection to existing sidewalk along NC 55 north of Bobbitt Road. Federal grant funds have been committed to construction of the project at a reimbursement rate of 80% with a maximum amount of \$480,000. Sealed bids for construction & furnishing of all materials were received & opened on Thursday, April 29, 2021. It is the recommendation of staff that the contract be awarded to **Lanier Construction Company, Inc.** as the lowest responsive bidder. Bid Summary (responsive bids):

LANIER CONSTRUCTION COMPANY	\$ 464,981.50
WHITE OAK CONSTRUCTION	\$ 479,818.50
PACOS CONSTRUCTION	\$ 494,543.20
CAROLINA EARTH MOVERS	\$ 537,890.57
ENGINEER'S ESTIMATE	\$ 606,088.79
BROWE CONSTRUCTION	\$ 615,216.00
HOLLINS CONSTRUCTION	\$ 662,991.00

The Capital Project Ordinance Amendment allocates the anticipated \$480,000 in grant funds.

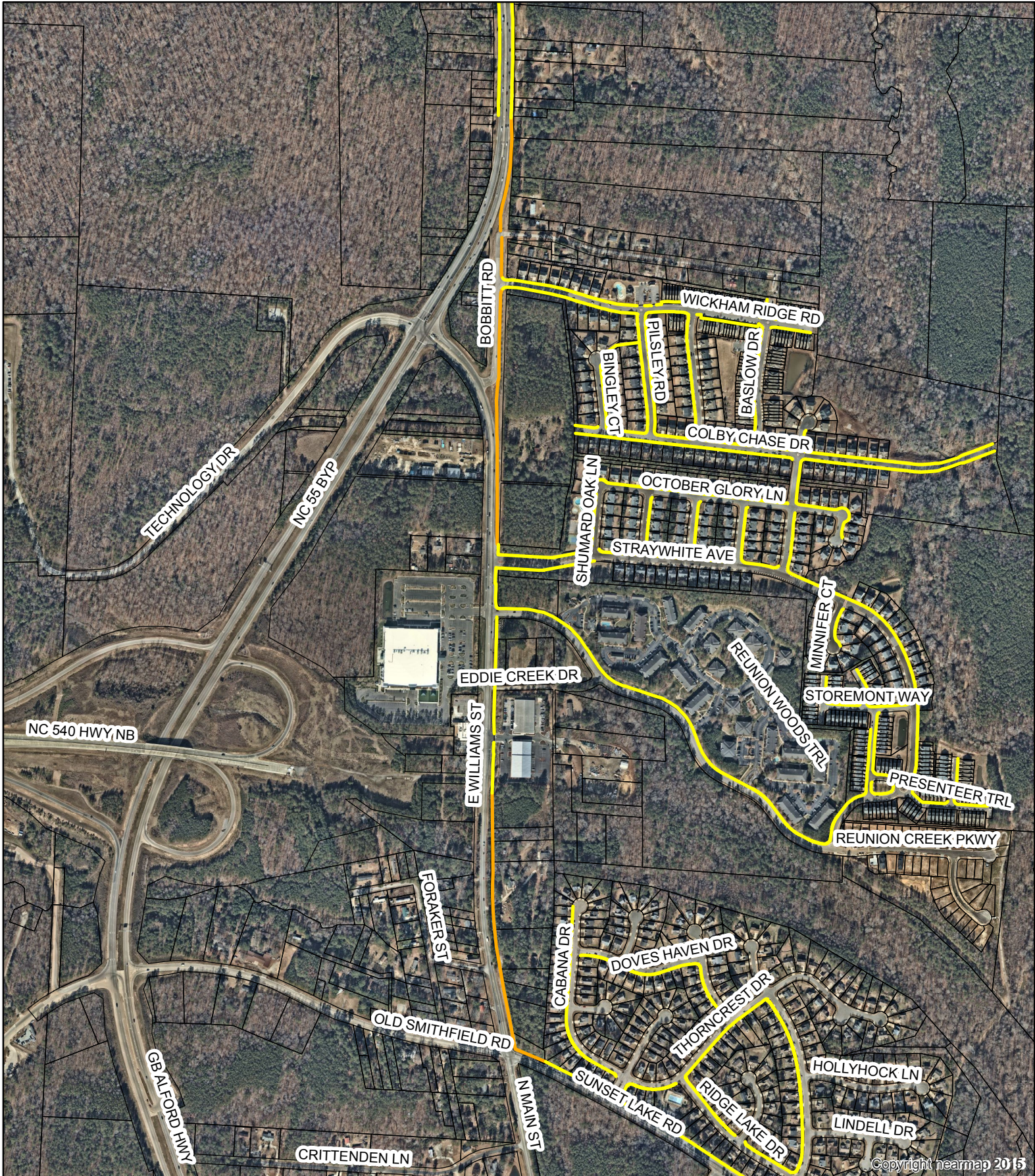
### Attachments

- Map

- Bid Tabulation
- Contract document
- Capital Project Ordinance Amendment 2021-07



# East Williams Street Sidewalk (EB-5895)



Copyright nearmap 2015

— Sidewalk

— East Williams Street Sidewalk Project (EB-5895)

0 0.125 0.25 Miles



ENGINEER'S ESTIMATE														
L & L CONCRETE														
SA HAULING & UTILITIES														
LANIER CONSTRUCTION														
WHITE OAK CONSTRUCTION														
ITEM #	SECTION	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED
1	200	CLEARING & GRUBBING	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 8,000.00	\$ 8,000.00	\$ 20,000.00	\$ 20,000.00	\$ 35,000.00	\$ 35,000.00	\$ 29,700.00	\$ 29,700.00
2	226	UNDERCUT EXCAVATION	100	CY	\$ 50.00	\$ 5,000.00	\$ 51.00	\$ 5,100.00	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00	\$ 40.00	\$ 4,000.00
3	226	GRADING	1	LS	\$ 164,275.00	\$ 164,275.00	\$ 100,000.00	\$ 100,000.00	\$ 68,000.00	\$ 68,000.00	\$ 60,000.00	\$ 60,000.00	\$ 49,300.00	\$ 49,300.00
4	310	15" REINFORCED CONCRETE PIPE CULVERT, CL III	124	LF	\$ 82.50	\$ 10,230.00	\$ 49.50	\$ 6,138.00	\$ 40.00	\$ 4,960.00	\$ 75.00	\$ 9,300.00	\$ 65.00	\$ 8,060.00
5	310	15" PIPE END SECTION	9	EA	\$ 750.00	\$ 6,750.00	\$ 1,600.00	\$ 14,400.00	\$ 320.00	\$ 2,880.00	\$ 2,000.00	\$ 18,000.00	\$ 1,900.00	\$ 17,100.00
6	310	18" REINFORCED CONCRETE PIPE CULVERT, CL III	206	LF	\$ 82.50	\$ 16,995.00	\$ 55.25	\$ 11,381.50	\$ 50.00	\$ 10,300.00	\$ 95.00	\$ 19,570.00	\$ 70.00	\$ 14,420.00
7	310	18" PIPE END SECTION	3	EA	\$ 800.00	\$ 2,400.00	\$ 1,650.00	\$ 4,950.00	\$ 400.00	\$ 1,200.00	\$ 2,215.00	\$ 6,645.00	\$ 2,000.00	\$ 6,000.00
8	310	24" CORRUGATED STEEL PIPE CULVERT, 0.064" THICK	7	LF	\$ 260.00	\$ 1,820.00	\$ 95.00	\$ 665.00	\$ 100.00	\$ 700.00	\$ 150.00	\$ 1,050.00	\$ 350.00	\$ 2,450.00
9	340	PIPE REMOVAL	55	LF	\$ 75.00	\$ 4,125.00	\$ 25.00	\$ 1,375.00	\$ 20.00	\$ 1,100.00	\$ 25.00	\$ 1,375.00	\$ 25.00	\$ 1,375.00
10	607	MILLING ASPHALT PAVEMENT, 1.5"	49	SY	\$ 20.00	\$ 980.00	\$ 82.40	\$ 4,037.60	\$ 50.00	\$ 2,450.00	\$ 60.00	\$ 2,940.00	\$ 35.00	\$ 1,715.00
11	610	ASPHALT CONCRETE SURFACE COURSE, TYPE S 9.5B	21	TN	\$ 220.00	\$ 4,620.00	\$ 354.67	\$ 7,448.07	\$ 145.00	\$ 3,045.00	\$ 200.00	\$ 4,200.00	\$ 230.00	\$ 4,830.00
12	610	ASPHALT CONCRETE BASE COURSE, TYPE B 25.0C	94	TN	\$ 180.00	\$ 16,920.00	\$ 296.86	\$ 27,904.84	\$ 145.00	\$ 13,630.00	\$ 200.00	\$ 18,800.00	\$ 345.00	\$ 32,430.00
13	620	ASPHALT BINDER FOR PLANT MIX	6	TN	\$ 435.00	\$ 2,610.00	\$ 803.70	\$ 4,822.20	\$ 500.00	\$ 3,000.00	\$ 700.00	\$ 4,200.00	\$ 790.00	\$ 4,740.00
14	800	MOBILIZATION	1	LS	\$ 28,800.00	\$ 28,800.00	\$ 21,860.00	\$ 21,860.00	\$ 35,000.00	\$ 35,000.00	\$ 22,140.00	\$ 22,140.00	\$ 22,500.00	\$ 22,500.00
15	801	CONSTRUCTION SURVEYING	1	LS	\$ 18,319.50	\$ 18,319.50	\$ 12,500.00	\$ 12,500.00	\$ 25,000.00	\$ 25,000.00	\$ 16,500.00	\$ 16,500.00	\$ 10,000.00	\$ 10,000.00
16	840	FRAME W/ GRATE, STANDARD 840.20	4	EA	\$ 811.67	\$ 3,246.67	\$ 675.00	\$ 2,700.00	\$ 1,000.00	\$ 4,000.00	\$ 750.00	\$ 3,000.00	\$ 800.00	\$ 3,200.00
17	840	MASONRY DRAINAGE STRUCTURES	4	EA	\$ 2,900.00	\$ 11,600.00	\$ 2,075.00	\$ 8,300.00	\$ 3,200.00	\$ 12,800.00	\$ 2,500.00	\$ 10,000.00	\$ 2,500.00	\$ 10,000.00
18	840	PIPE COLLAR	1.5	CY	\$ 1,500.00	\$ 2,250.00	\$ 500.00	\$ 750.00	\$ 1,000.00	\$ 1,500.00	\$ 1,000.00	\$ 1,500.00	\$ 1,000.00	\$ 1,500.00
19	846	2'-6" CONCRETE CURB & GUTTER	117	LF	\$ 30.00	\$ 3,510.00	\$ 20.00	\$ 2,340.00	\$ 30.00	\$ 3,510.00	\$ 45.00	\$ 5,265.00	\$ 50.00	\$ 5,850.00
20	848	6" CONCRETE DRIVEWAY	131	SY	\$ 85.50	\$ 11,200.50	\$ 71.00	\$ 9,301.00	\$ 70.00	\$ 9,170.00	\$ 95.00	\$ 12,445.00	\$ 100.00	\$ 13,100.00
21	848	6" CONCRETE SIDEWALK	39	SY	\$ 75.00	\$ 2,925.00	\$ 71.00	\$ 2,769.00	\$ 70.00	\$ 2,730.00	\$ 95.00	\$ 3,705.00	\$ 100.00	\$ 3,900.00
22	848	4" CONCRETE SIDEWALK	2,207	SY	\$ 47.18	\$ 104,115.23	\$ 36.00	\$ 79,452.00	\$ 57.00	\$ 125,799.00	\$ 50.00	\$ 110,350.00	\$ 80.00	\$ 176,560.00
23	858	ADJUST MANHOLE	1	EA	\$ 733.33	\$ 733.33	\$ 1,800.00	\$ 1,800.00	\$ 500.00	\$ 500.00	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00
24	901	CONTRACTOR FURNISHED, TYPE E SIGN	16.5	SF	\$ 23.25	\$ 383.63	\$ 25.00	\$ 412.50	\$ 30.00	\$ 495.00	\$ 35.00	\$ 577.50	\$ 30.00	\$ 495.00
25	903	SUPPORTS, 2-LB STEEL U-CHANNEL	4	EA	\$ 108.83	\$ 435.33	\$ 120.00	\$ 480.00	\$ 52.00	\$ 208.00	\$ 115.00	\$ 460.00	\$ 250.00	\$ 1,000.00
26	904	SIGN ERECTION, TYPE E	4	EA	\$ 233.33	\$ 933.33	\$ 160.00	\$ 640.00	\$ 70.00	\$ 280.00	\$ 150.00	\$ 600.00	\$ 250.00	\$ 1,000.00
27	1205	THERMO PAVEMENT MARKING LINES (24", 120 MILS)	62	LF	\$ 15.50	\$ 961.00	\$ 17.00	\$ 1,054.00	\$ 50.00	\$ 3,100.00	\$ 25.00	\$ 1,550.00	\$ 25.00	\$ 1,550.00
28	1205	THERMO PAVEMENT MARKING LINES (8", 120 MILS)	430	LF	\$ 7.92	\$ 3,404.17	\$ 7.50	\$ 3,225.00	\$ 5.00	\$ 2,150.00	\$ 5.50	\$ 2,365.00	\$ 6.00	\$ 2,580.00
29	1515	RELOCATE FIRE HYDRANT	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 9,000.00	\$ 9,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
30	1605	TEMPORARY SILT & TREE PROTECTION COMBO FENCE	4,071.0	LF	\$ 4.16	\$ 16,928.58	\$ 5.00	\$ 20,355.00	\$ 7.00	\$ 28,497.00	\$ 4.00	\$ 16,284.00	\$ 4.50	\$ 18,319.50
31	1631	MATTING FOR EROSION CONTROL	3,872.0	SY	\$ 3.60	\$ 13,939.20	\$ 3.75	\$ 14,520.00	\$ 2.25	\$ 8,712.00	\$ 5.00	\$ 19,360.00	\$ 2.00	\$ 7,744.00
32	SP	TRAFFIC CONTROL	1	LS	\$ 61,065.00	\$ 61,065.00	\$ 42,000.00	\$ 42,000.00	\$ 30,000.00	\$ 30,000.00	\$ 40,000.00	\$ 40,000.00	\$ 15,000.00	\$ 15,000.00
33	SP	SEEDING	0.8	AC	\$ 5,766.67	\$ 4,613.33	\$ 2,000.00	\$ 1,600.00	\$ 3,000.00	\$ 2,400.00	\$ 7,000.00	\$ 5,600.00	\$ 3,000.00	\$ 2,400.00
TOTAL:						\$ 606,088.79		\$ 431,280.71		\$ 437,116.00		\$ 464,981.50		\$ 479,818.50

\* Bid disqualified; bidder not prequalified with NCDOT at time of bid.

PACOS CONSTRUCTION													CAROLINA EARTH MOVERS				BROWE CONSTRUCTION				HOLLINS CONSTRUCTION			
ITEM #	SECTION	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED										
1	200	CLEARING & GRUBBING	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 55,000.00	\$ 55,000.00	\$ 18,000.00	\$ 18,000.00	\$105,000.00	\$ 105,000.00												
2	226	UNDERCUT EXCAVATION	100	CY	\$ 50.00	\$ 5,000.00	\$ 47.00	\$ 4,700.00	\$ 150.00	\$ 15,000.00	\$15.00	\$ 1,500.00												
3	226	GRADING	1	LS	\$ 170,000.00	\$ 170,000.00	\$ 55,000.00	\$ 55,000.00	\$ 110,000.00	\$ 110,000.00	\$200,000.00	\$ 200,000.00												
4	310	15" REINFORCED CONCRETE PIPE CULVERT, CL III	124	LF	\$ 60.00	\$ 7,440.00	\$ 38.50	\$ 4,774.00	\$ 125.00	\$ 15,500.00	\$50.00	\$ 6,200.00												
5	310	15" PIPE END SECTION	9	EA	\$ 1,200.00	\$ 10,800.00	\$ 435.00	\$ 3,915.00	\$ 1,250.00	\$ 11,250.00	\$1,400.00	\$ 12,600.00												
6	310	18" REINFORCED CONCRETE PIPE CULVERT, CL III	206	LF	\$ 70.00	\$ 14,420.00	\$ 47.00	\$ 9,682.00	\$ 132.00	\$ 27,192.00	\$60.00	\$ 12,360.00												
7	310	18" PIPE END SECTION	3	EA	\$ 1,500.00	\$ 4,500.00	\$ 550.00	\$ 1,650.00	\$ 1,500.00	\$ 4,500.00	\$1,600.00	\$ 4,800.00												
8	310	24" CORRUGATED STEEL PIPE CULVERT, 0.064" THICK	7	LF	\$ 200.00	\$ 1,400.00	\$ 215.00	\$ 1,505.00	\$ 315.00	\$ 2,205.00	\$250.00	\$ 1,750.00												
9	340	PIPE REMOVAL	55	LF	\$ 20.00	\$ 1,100.00	\$ 60.00	\$ 3,300.00	\$ 75.00	\$ 4,125.00	\$15.00	\$ 825.00												
10	607	MILLING ASPHALT PAVEMENT, 1.5"	49	SY	\$ 22.00	\$ 1,078.00	\$ 14.46	\$ 708.54	\$ 50.00	\$ 2,450.00	\$30.00	\$ 1,470.00												
11	610	ASPHALT CONCRETE SURFACE COURSE, TYPE S 9.5B	21	TN	\$ 225.00	\$ 4,725.00	\$ 81.40	\$ 1,709.40	\$ 600.00	\$ 12,600.00	\$300.00	\$ 6,300.00												
12	610	ASPHALT CONCRETE BASE COURSE, TYPE B 25.0C	94	TN	\$ 175.00	\$ 16,450.00	\$ 71.50	\$ 6,721.00	\$ 385.00	\$ 36,190.00	\$150.00	\$ 14,100.00												
13	620	ASPHALT BINDER FOR PLANT MIX	6	TN	\$ 525.00	\$ 3,150.00	\$ 756.80	\$ 4,540.80	\$ 750.00	\$ 4,500.00	\$550.00	\$ 3,300.00												
14	800	MOBILIZATION	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 35,000.00	\$ 35,000.00	\$ 32,250.00	\$ 32,250.00	\$25,000.00	\$ 25,000.00												
15	801	CONSTRUCTION SURVEYING	1	LS	\$ 17,000.00	\$ 17,000.00	\$ 12,500.00	\$ 12,500.00	\$ 39,500.00	\$ 39,500.00	\$20,000.00	\$ 20,000.00												
16	840	FRAME W/ GRATE, STANDARD 840.20	4	EA	\$ 800.00	\$ 3,200.00	\$ 950.00	\$ 3,800.00	\$ 700.00	\$ 2,800.00	\$1,000.00	\$ 4,000.00												
17	840	MASONRY DRAINAGE STRUCTURES	4	EA	\$ 4,200.00	\$ 16,800.00	\$ 1,450.00	\$ 5,800.00	\$ 3,500.00	\$ 14,000.00	\$2,700.00	\$ 10,800.00												
18	840	PIPE COLLAR	1.5	CY	\$ 800.00	\$ 1,200.00	\$ 750.00	\$ 1,125.00	\$ 1,500.00	\$ 2,250.00	\$1,500.00	\$ 2,250.00												
19	846	2'-6" CONCRETE CURB & GUTTER	117	LF	\$ 32.00	\$ 3,744.00	\$ 55.00	\$ 6,435.00	\$ 80.00	\$ 9,360.00	\$33.00	\$ 3,861.00												
20	848	6" CONCRETE DRIVEWAY	131	SY	\$ 80.00	\$ 10,480.00	\$ 82.00	\$ 10,742.00	\$ 80.00	\$ 10,480.00	\$65.00	\$ 8,515.00												
21	848	6" CONCRETE SIDEWALK	39	SY	\$ 75.00	\$ 2,925.00	\$ 78.62	\$ 3,066.18	\$ 80.00	\$ 3,120.00	\$65.00	\$ 2,535.00												
22	848	4" CONCRETE SIDEWALK	2,207	SY	\$ 38.00	\$ 83,866.00	\$ 65.00	\$ 143,455.00	\$ 45.00	\$ 99,315.00	\$50.00	\$ 110,350.00												
23	858	ADJUST MANHOLE	1	EA	\$ 700.00	\$ 700.00	\$ 750.00	\$ 750.00	\$ 1,000.00	\$ 1,000.00	\$1,200.00	\$ 1,200.00												
24	901	CONTRACTOR FURNISHED, TYPE E SIGN	16.5	SF	\$ 20.00	\$ 330.00	\$ 30.50	\$ 503.25	\$ 120.00	\$ 1,980.00	\$150.00	\$ 2,475.00												
25	903	SUPPORTS, 2-LB STEEL U-CHANNEL	4	EA	\$ 150.00	\$ 600.00	\$ 150.00	\$ 600.00	\$ 500.00	\$ 2,000.00	\$100.00	\$ 400.00												
26	904	SIGN ERECTION, TYPE E	4	EA	\$ 200.00	\$ 800.00	\$ 150.00	\$ 600.00	\$ 500.00	\$ 2,000.00	\$450.00	\$ 1,800.00												
27	1205	THERMO PAVEMENT MARKING LINES (24", 120 MILS)	62	LF	\$ 24.00	\$ 1,488.00	\$ 25.20	\$ 1,562.40	\$ 29.00	\$ 1,798.00	\$25.00	\$ 1,550.00												
28	1205	THERMO PAVEMENT MARKING LINES (8", 120 MILS)	430	LF	\$ 8.00	\$ 3,440.00	\$ 6.00	\$ 2,580.00	\$ 15.00	\$ 6,450.00	\$15.00	\$ 6,450.00												
29	1515	RELOCATE FIRE HYDRANT	1	EA	\$ 4,800.00	\$ 4,800.00	\$ 15,850.00	\$ 15,850.00	\$ 18,000.00	\$ 18,000.00	\$4,500.00	\$ 4,500.00												
30	1605	TEMPORARY SILT & TREE PROTECTION COMBO FENCE	4,071.0	LF	\$ 3.20	\$ 13,027.20	\$ 12.00	\$ 48,852.00	\$ 7.00	\$ 28,497.00	\$4.00	\$ 16,284.00												
31	1631	MATTING FOR EROSION CONTROL	3,872.0	SY	\$ 2.50	\$ 9,680.00	\$ 12.00	\$ 46,464.00	\$ 7.00	\$ 27,104.00	\$3.00	\$ 11,616.00												
32	SP	TRAFFIC CONTROL	1	LS	\$ 18,000.00	\$ 18,000.00	\$ 35,000.00	\$ 35,000.00	\$ 45,000.00	\$ 45,000.00	\$56,000.00	\$ 56,000.00												
33	SP	SEEDING	0.8	AC	\$ 3,000.00	\$ 2,400.00	\$ 12,500.00	\$ 10,000.00	\$ 6,000.00	\$ 4,800.00	\$4,000.00	\$ 3,200.00												
TOTAL:						\$ 494,543.20	TOTAL:		\$ 537,890.57	TOTAL:		\$ 615,216.00	TOTAL:		\$ 662,991.00									

\* Bid disqualified; bidder not prequalified with NCDOT at time of bid.

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**PURCHASE ORDER #  
STANDARD CONSTRUCTION CONTRACT**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between, LANIER CONSTRUCTION COMPANY, INC., a North Carolina Business Corporation with its principal business offices located at 1505 Browntown Road, Snow Hill, NC 28580-7000 (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:**

The Town and the Contractor, for the consideration stated herein, agree as follows:

**1. SCOPE OF SERVICES.**

The Contractor shall furnish all labor, material, and equipment necessary to perform and complete the work as identified in the attached “EB-5895 NC 55 Sidewalk Connector” at the locations and to the specifications outlined in attached documents identified in Sections 2 and 29 of this Agreement. In the event of a conflict between any of the attached documents and this Agreement, this Agreement shall control.

**2. SPECIFICATIONS.**

Contractor shall perform the services in accordance with the attached documents specified below which are hereby incorporated into this Agreement:

1. Plan sheets
2. NCDOT 2018 Standard Specifications for Roads and Structures
3. NCDOT 2018 Roadway Standard Drawings
4. US DOT Manual on Uniform Traffic Control Devices, including any NC Supplement

**3. TIME OF COMMENCEMENT AND COMPLETION.**

Refer to Contract Provision SP1 G05 B.

**4. CONSIDERATION AND PAYMENT OF SERVICES.**

In consideration of the above services, the Town will pay the Contractor based on the price and quantities reflected on the “EB-5895 Bid Tabulation” as those numbers pertain to the LANIER CONSTRUCTION COMPANY, INC. bid. The total bid, is in the amount of \$ \$464,981.50. Contractor shall submit a monthly invoice for partial payments based on the components that have been completed.

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 invoice unless a bona fide dispute exists between Town and Contractor concerning the accuracy of said invoice or the services covered thereby.

**5. CHANGE ORDERS.**

No changes in work may proceed unless a Change Order is approved by the Town. In the event a change in work is requested, Contractor shall provide a complete breakdown of all labor and material costs with the Change Order request. The breakdown shall include the Contractor’s allowance for overhead and profit

not to exceed 10% of the net cost of the change with work provided directly by the Contractor. All Change Order approvals shall be in writing.

## **6. 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.

## **7. APPLICABILITY OF LAWS AND REGULATIONS.**

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

## **8. 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).

## **9. 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.

## **10. 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.

## **11. 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.

## **12. PRE-PROJECT SAFETY REVIEW MEETING.**

When specified by the Safety and Risk Manager, 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.

## **13. 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.

## **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 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.

## **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 CONTRACTOR:**

LANIER CONSTRUCTION CO., INC.

Attn: Henry Lanier

1505 Browntown Road

Snow Hill, NC 28580-7000

### **TO TOWN: Town of Apex**

Attention: Adam Stephenson

PO Box 250

Apex, NC 27502

Adam.stephenson@apexnc.org

## **16. 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.

## **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.**

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.

## **25. 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.

## **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 CERTIFICATION REQUIRED BY N.C.G.S. 147-86.60**

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.

## **28. CONTRACTOR'S WARRANTIES**

The Contractor hereby warrants and represents that it will be responsible for the maintenance and correction of any work completed pursuant to this Agreement that is defective at construction or may become defective due to negligence or faulty workmanship or materials for a period of one (1) year after final acceptance by the Town of the work performed.

## **29. BOND REQUIREMENTS**

Contractor agrees to provide the Town of Apex with a contract payment bond and a contract performance bond each in an amount equal to 100 percent of the amount of the Agreement. All bonds shall be in accordance with N.C.G.S. 44A-33. The corporate surety furnishing the bonds shall be authorized to do business in the State of North Carolina. Failure to provide acceptable bonds shall be just cause for rescinding the award of the Agreement and forfeiture of the bid bond or bid deposit.

## **30. INCORPORATION OF DOCUMENTS**

The following attached documents are hereby incorporate by reference into this Agreement as if fully set forth herein:

- A. Bid Advertisement
- B. Bid Bond
- C. Bid Form
- D. Bid Form Submission
- E. Notice of Award
- F. Notice to Proceed
- G. Special Provisions/Specifications
- H. Plan Sheets/Maps
- I. Addenda
- J. Certificate of Insurance

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

**Contractor**

Name: \_\_\_\_\_  
Name of Contractor (type or print)

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

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



## Town of Apex

### CAPITAL PROJECT ORDINANCE AMENDMENT 2021-07

#### 63-Street Improvements Capital Project Fund

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

**Section 1. The revenues anticipated for the projects are:**

Federal Grants	480,000
<b>Total Revenues</b>	<b>\$ 480,000</b>

**Section 2. The expenditures anticipated are:**

47673: NC 55 Sidewalk Connector	480,000
<b>Total Expenditures</b>	<b>\$ 480,000</b>

**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 11th day of May, 2021.

Attest:

\_\_\_\_\_  
Jacques K. Gilbert, Mayor

\_\_\_\_\_  
Donna B. Hosch, Town Clerk

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 11 ,2021

## Item Details

Presenter(s): Mitch McKinney, Deputy Chief of Police

Department(s): Police Department

### Requested Motion

Motion to approve funding 2nd-year renewal portion of the Apex Police Department's NC Governor's Highway Traffic Safety Program grant for equipment and staff position.

### Approval Recommended?

Yes

### Item Details

This request is made for the council's consideration associated with the awarded grant funding from N.C. Governor's Highway Traffic Safety Program Apex Police Department received in 2019. This is the second-year funding request where the Town of Apex agreed to fund \$25,770.90 as part of the overall grant funding contract approved in 2019. See Attached NCGHSP Contract Resolution 05/11/2021.

### Attachments

- Attached NCGHSP Contract Resolution 05/11/2021



# North Carolina Governor's Highway Safety Program

## LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the Apex Police Department (herein called the "Agency")  
(The Applicant Agency)  
 has completed an application contract for traffic safety funding; and that Apex Town Council  
(The Governing Body of the Agency)  
\_\_\_\_\_ (herein called the "Governing Body") has thoroughly considered the problem identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE Apex Town Council IN OPEN  
(Governing Body)  
 MEETING ASSEMBLED IN THE CITY OF Apex, NORTH CAROLINA,  
 THIS 11th DAY OF May, 20 21, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Tony Godwin, Chief of Police is authorized to file, on behalf of the Governing  
(Name and Title of Representative)  
 Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of \$ 60,150.00 to be made to the Governing Body to assist in defraying  
(Federal Dollar Request)  
 the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of \$ 25,779.00 as  
(Local Cash Appropriation)  
 required by the project contract; and
4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by \_\_\_\_\_  
(Chairperson/Mayor)

ATTESTED BY \_\_\_\_\_  
(Clerk)

SEAL

DATE \_\_\_\_\_

**North Carolina Governor's Highway Safety Program**  
**Agreement of Conditions**

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

**A. Federal Provisions**

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
  - (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
  - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
  - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
  - (d) Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
  - (e) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
  - (f) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
  - (g) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
  - (h) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
  - (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
  - (j) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
  - (a) Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
  - (b) Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94;
  - (c) Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
  - (d) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
  - (e) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
  - (f) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 ([www.nhtsa.gov](http://www.nhtsa.gov)) and additions or amendments thereto.
4. **Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
5. **Lobbying.**
  - (a) **Certification Regarding Federal Lobbying.** The undersigned certifies, to the best of his or her knowledge and belief, that:
    - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### 6. Audits.

- (a) **Audit Required.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.
- (b) **Single Audit.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).
- (c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.

#### 7. Instructions for Lower Tier Certification.

- (a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- (b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
  - (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
  - (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - (i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.
  - (j) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.**
    - (i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.
    - (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
8. **Buy America Act.** The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
9. **Prohibition On Using Grant Funds To Check For Helmet Usage.** The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
10. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.
11. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.

12. **Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.
13. **Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

## B. General Provisions

1. **Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.
2. **Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.
4. **Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in; or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.
5. **Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.
6. **Property and Equipment.**
  - (a) **Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
  - (b) **Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
  - (c) **Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
    - (i) Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or

- (ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.
- (d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.
7. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of \$5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.
8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.
9. **Reimbursement.**
- (a) **General.** Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
- (b) **Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
- (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
- (d) **Final Claims for Reimbursement.** Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
- (e) **Expending Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.
10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.
11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.
12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.
13. **Reports Required.**
- (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
- (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an

incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.

- (c) **Audit Reports.** Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.

**14. Out-of-State Travel.**

- (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
- (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
- (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
- (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.

**15. Conditions for Law Enforcement.** In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:

(a) **Certifications Required.**

- (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
- (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
- (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.
- (b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

**16. Conditions for Local Governmental Agencies.**

- (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
- (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.

**17. Seat Belt Policy and Use.** Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.

**18. Text Messaging Policy.** Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.

**19. Prohibited Interests.** No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.

**20. Continued Federal and State Funding.**

- (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally

appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.

- (b) **State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.
21. **Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.
22. **Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.
23. **Department Held Harmless.**
- (a) **For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- (b) **For Agencies Other Than State Agencies.** The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
24. **Records Access and Retention.** The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.
25. **Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:
- (a) Cancel, terminate, or suspend this contract in whole or in part;
- (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
- (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
- (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.
26. **Cancellation, Termination, or Suspension of Contract.**
- (a) **By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice

- to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.
- (b) **By mutual consent.** The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.
- (c) **Unexpended funds.** Any unexpended funds remaining after cancelation or termination will revert to the Department.
27. **Completion Date.** Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.
28. **E-Verify requirements.** If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.
29. **Certification of Eligibility Under the Iran Divestment Act.** Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:
- (a) that the Agency is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
- (b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
- (c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.
30. **Agency Fiscal Year.** The end date for the Agency's fiscal year is JUNE 30, 2021.
31. **Signature.** By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER
AGENCY AUTHORIZING OFFICIAL		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA  
Meeting Date: May 11, 2021

## Item Details

Presenter(s): Shawn Purvis, Assistant Town Manager

Department(s): Administration

### Requested Motion

Motion to set the Public Hearing concerning the proposed Fiscal Year 2021-2022 Budget including expenditures for Economic Development (pursuant to NCGS 158-7.1), for Tuesday, May 25, 2021 at 6:00 p.m. at the Apex Town Hall.

### Approval Recommended?

Yes

### Item Details

We are required to hold a public hearing to receive comments regarding the proposed budget, including expenditures for Economic Development (pursuant to NCGS 158-7.1), for the coming fiscal year that begins on July 1, 2021. The proposed budget and budget message will be posted to the Town's website and available for inspection in the office of the Town Clerk at least 10 days prior to the hearing.

### Attachments

- Budget Public Hearing Notice





**TOWN OF APEX  
OFFICE OF THE TOWN CLERK**

PO Box 250, Apex, North Carolina 27502  
Phone (919) 249-3303 Fax (919) 249-3305  
E-mail: donna.hosch@apexnc.org

**PUBLIC NOTICE**

**Town of Apex Fiscal Year 2021-2022 Budget Hearing**

The public will take notice that the Apex Town Council will hold a Public Hearing concerning the proposed FY 2021-2022 Annual Budget on Tuesday, May 25, 2021 at 6:00 p.m. in the Council Chamber at Apex Town Hall, 73 Hunter Street. A copy of the proposed Budget is available for public inspection on the Town's website at [www.apexnc.org/budget](http://www.apexnc.org/budget) or in the Town Clerk's Office. Citizens are invited to attend this Public Hearing and provide written or oral comments. The proposed Budget is summarized as follows:

General Fund	\$ 79,091,900
Electric Fund	\$ 45,776,200
Water/Sewer Fund	\$ 23,772,000
Other/Special Funds	\$ 13,484,400
<b>TOTAL</b>	<b>\$ 162,074,500</b>

The proposed Budget as presented includes a increase of \$.01 in the ad valorem tax rate to \$0.39 per \$100 valuation. There are proposed changes to the sewer and solid waste rates.

Included in the Annual Budget will be information regarding the appropriation of funds for economic development purposes designed to increase employment opportunities and add value to the tax base for the Town of Apex through industry recruitment, retention, and other support activities. Pursuant to NCGS 158-7.1, notice is hereby given that said information will be a part of the Annual Budget Public Hearing of the Apex Town Council for the purpose of soliciting comments relative to the following monetary appropriations for economic development purposes:

**Economic Development:**

Personnel Salaries, Expenses and Benefits:	\$372,900
Operations, Training, Supplies and Equipment:	\$80,200
Professional Services - Potential site development:	\$35,000
Economic Incentives	\$146,000
Co-Working Space (lease and utility charges):	\$29,800
Think Apex - Initiative to promote local spending and awareness:	\$2,500
<b>TOTAL</b>	<b>\$666,400</b>

Donna B. Hosch, Town Clerk

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: May 11, 2021

## Item Details

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

Department(s): Planning and Community Development

### Requested Motion

Public hearing and possible motion regarding amendments to the Thoroughfare and Collector Street Plan map in the vicinity of Jessie Drive.

### Approval Recommended?

Planning staff recommends adoption of the proposed amendments to the Thoroughfare and Collector Street Plan map.

The Planning Board will hold a public hearing on May 10, 2021. The Planning Board's recommendation will be presented during the Town Council public hearing.

### Item Details

The purpose of these amendments is to adjust the planned roadway network in the vicinity of Jessie Drive in order to provide future connectivity.

### Attachments

- Staff report



# STAFF REPORT

## Transportation Plan Amendments

May 11, 2021 Town Council Meeting



The Thoroughfare and Collector Street Plan map (last amended March 25, 2021) represents a network of current and future facilities that provide guidance on what is likely to be suitable for long term growth and connectivity. The plan does not require a schedule for implementation nor does it set aside funding for improvements. The purpose of the public hearing is to consider proposed amendments to the network of planned thoroughfare and collector streets in order to formulate a decision.

The proposed amendments are related to the network of collector and connector streets in the vicinity of Jessie Drive. The amendments would revise the planned roadway network as shown in Figure 1.

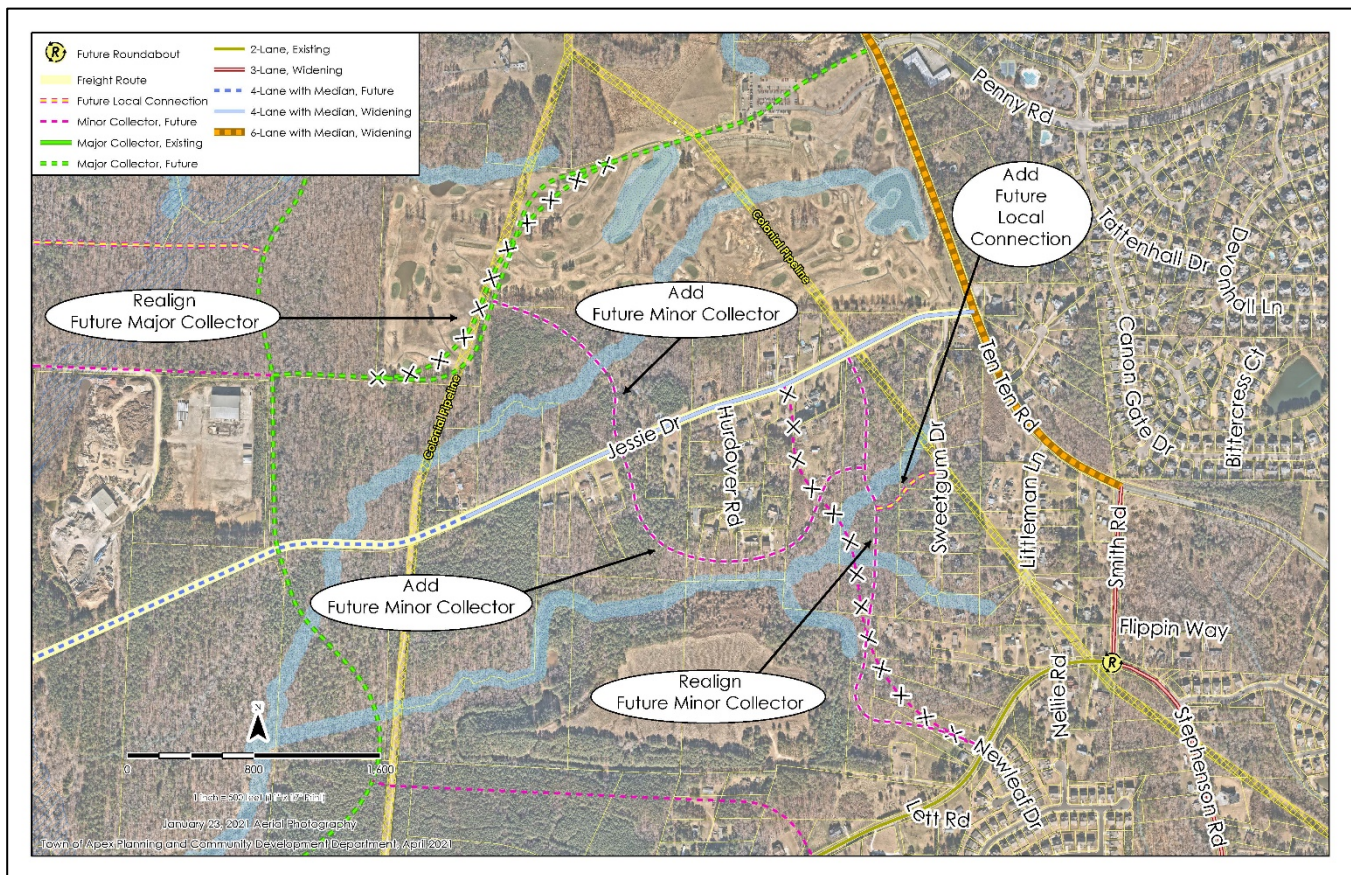


Figure 1. Proposed amendments to the Thoroughfare and Collector Street Plan map

During the Town Council public hearing held to review design alternatives for Phase I of Jessie Drive, there was substantial discussion regarding the need to plan for future connectivity to Sweetgum Drive. Town Council directed staff to review the Town's Thoroughfare and Collector Street Plan map and consider identifying future roadway connections that could provide additional points of egress from Sweetgum Drive in addition to the existing connection at Jessie Drive.

Based on this direction and review, staff identified several recommendations to the network of streets in the vicinity of Jessie Drive. The purpose of these amendments is to prepare for future connectivity should this area experience additional development or redevelopment in the future:

- (1) Realign future north/south Minor Collector street between Jessie Drive and Smith Road – The revised alignment avoids impacts to properties that are currently developed, minimizes stream impacts, and avoids crossing the Colonial Pipeline. The proposed u-turn bulb associated with the Phase I Final Design of Jessie Drive would need to be adjusted in the future if the north/south Minor Collector street is aligned as proposed.
- (2) Add future Local Connection between the Minor Collector Street and Sweetgum Drive – The additional connection supports the request to plan for future connectivity to Sweetgum Drive, providing an additional point of ingress and egress. The alignment avoids crossing the Colonial Pipeline, minimizes stream impacts, and avoids properties currently occupied by residential dwelling units.
- (3) Add future Minor Collector street between future Major Collector street north of Jessie Drive and future north/south Minor Collector Street south of Jessie Drive – The additional collector street addresses the need for future connectivity. It is aligned to avoid impacts to existing dwelling units, minimize stream impacts, and avoid crossing the Colonial Pipeline. The future Minor Collector street is proposed to curve toward the future north/south Minor Collector street instead of extending toward the south due to the presence of a landfill.
- (4) Realign future Major Collector street north of Jessie Drive on the property occupied by Knight's Play Golf Center – this shift is recommended to avoid linear impacts to the Colonial Pipeline.

There are no funded projects to complete construction of the future collector streets and connector streets in the vicinity of Jessie Drive. It is anticipated that these roadways would be constructed as part of future development or redevelopment. Improvement and extension of Jessie Drive, between Production Drive and Ten Ten Road, are anticipated by private development and a Town project proposed in the Capital Improvement Program.

**Staff Recommendation:**

Planning staff recommend supporting the proposed amendments to the Thoroughfare and Collector Street Plan map. The proposed amendments were reviewed with staff from Public Works and Transportation, Fire, and Police. Representative staff indicated support for the proposed amendments.

**Planning Board Recommendation:**

The Planning Board will consider the proposed amendments during a public hearing on May 10, 2021. The Planning Board recommendation will be shared during the Town Council meeting.

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: May 11, 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 Co-Sponsorship requests for 2021.

### Approval Recommended?

Yes

### Item Details

Name Of Event	Event Date(s)	Event Times	Event Organizer/Sponsor
Peak PROMenade (AFHS & AHS)	5/20/21 to 5/23/21	5PM - 9PM	Apex & Apex Friendship HS
2021 Spring Car Show	Sat., June 5, 2021	8:30AM - 12PM	Apex American Legion Post 124
Patriot Day - 9/11/21	Sat., Sept. 11, 2021	10AM - 11:30AM	Apex American Legion Post 124
Octoberfest	10/29 - 10/31/21	8AM - 10PM	Apex American Legion Post 124

Estimated Town Expenditures \$ 6,123.06

These Co-Sponsored special event requests total \$6,123.06 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 Historic Union Depot as detailed in the attachment. Approval of Co-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

- Cosponsored Special Event TOA Cost Breakdown Spreadsheet
- Cosponsored Special Event Application Cover Sheet



### 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)	2021 TOTAL
Peak PROMenade (AFHS & AHS)	900	5/20/21 to 5/23/21	5 PM - 9 PM	Apex High School & Apex Friendship High School	Elaine Hofmann / Matthew Wight					\$646.88				\$646.88
2021 Spring Car Show	6000	Saturday, June 5, 2021	8:30 AM - 12:00 PM	Apex American Legion Post 124	Mike Sayers	\$279.00					156.90 (In-Kind)			\$279.00
Patriot Day - 9/11/21 (20th Anniversary of 9/11)	6000	Saturday, September 11, 2021	10 AM - 11:30 AM	Apex American Legion Post 124	Mike Sayers	\$93.00				\$1,381.50		\$763.84		\$2,238.34
Octoberfest	10000	10/29/2021 to 10/31/21	8 AM - 10 PM	Apex American Legion Post 124	Mike Sayers	\$279.00				\$2,679.84				\$2,958.84
														\$6,123.06



## **Town of Apex 2021 Cosponsored Special Event Applications**

**Event Name:** Peak PROMenade

**Event Date & Time:**

- Peak PROMenade for Apex High School - Friday, May 21, 2021 (5 PM - 9 PM)
- Peak PROMenade for AFHS & AHS Exceptional Students - Saturday, May 22, 2021 (4 PM - 5 PM)
- Peak PROMenade for Apex Friendship High School - Saturday, May 22, 2021 (5 PM - 9 PM)

**Roads & Parking Closed Date & Time:** The Depot Parking Lot & Plaza

- Depot Parking Lot will close – Thursday, May 20 – 23, 2021

**Rain Date:** NA

**Event Organizer:** Apex & Apex Friendship High Schools

**2021 Co-Sponsorship Request:** APD Student Resource Officers to help with crossing and security, The Depot & Halle public bathrooms be open.

**2021 Estimated Town of Apex Cost:** \$646.88

**Event Description:** In the absence of a traditional prom, Apex seniors will celebrate with a “Peak PROMenade”! The event will take place over two nights at The Depot in downtown Apex, and will include a large covered tent, photo booth, selfie stations, a DJ, and special PROMenade party favors.

**Questions to Consider:** None



**Town of Apex**  
**2021 Cosponsored Special Event Applications**

**Event Name:** Apex American Legion Spring Car Show 2021

**Event Date & Time:** Saturday, June 5, 2021 from 8:00 AM to 3:00 PM

**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

**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.

**Questions to Consider:** None



## **Town of Apex 2021 Cosponsored Special Event Applications**

**Event Name:** Apex American Legion Patriot Day 9/11 – 20<sup>th</sup> Anniversary

**Event Organizer:** Apex American Legion Post 124

**Event Date & Time:** Saturday, September 11, 2021 from 10 AM to 1 PM

**Roads & Parking Closed Date & Time:** 9/11 Memorial corner of Saunders St. & N. Salem St.

- Saunders & N. Salem Street closed Saturday, September 11, 2021 from 8 AM – 2 PM

**Rain Date:** NA

**2021 Co-Sponsorship Request:** Banner hanging, trash bins and liners, APD and barricades to street, electric connections behind memorial.

**2021 Estimated Town of Apex Cost:** \$2,238.34

**Event Description:** This is a stand-alone event that American Legion hosts every year, where we lay a wreath to honor our first responders. We plan to rededicate the Service Memorial with the upgrades planed to the memorial. We have the 82nd Air Force band and NC State Bag Pipers Band scheduled to be here. We also have 2 retired NY city fire fighter scheduled to be here as guest speakers. Our program will take approximately 2.5 to 3 hours.

**Questions to Consider:** None



## **Town of Apex 2021 Cosponsored Special Event Applications**

**Event Name:** Apex American Legion Octoberfest & Fall Car Show 2021

**Event Organizer:** Apex American Legion Post 124

**Event Date & Time:** Saturday, October 30, 2021 from 8:00 AM to 10:00 PM

**Roads & Parking Closed Date & Time:** Saunders Parking Lot and Gravel Lot

- Parking lot closed from Friday, October 29, 2021 @ 12PM – Saturday, October 30, 2021 11:00 PM

**Rain Date:** Saturday, November 6, 2020 from 8:00 AM to 10:00 PM

**2020 Co-Sponsorship Request:** Banner hanging, trash bins and liners, and barricades to block parking lot, both electric and water in gravel parking lot area.

**2020 Estimated Town of Apex Cost:** \$2,958.84

**Event Description:** Car show in Saunders St . Parking Lot, Chili Cook Off, Corn Hole Tournament, Kid's Zone, and Food Vendors.

**Questions to Consider:** None

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: May 11, 2021

## Item Details

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

Department(s): Planning and Community Development

### Requested Motion

Possible motion to approve Tree Planting Grant Program. The Tree Planting Grant Program is designed to provide incentive funds to tenants and property owners to install trees on residential private properties within Apex's corporate limits. The grant can provide up to 100% of the cost of the tree purchase and installation, up to a maximum of \$750 per property.

### Approval Recommended?

Yes

### Item Details

Grant applications will be accepted yearly starting on September 1st. After grant approval, trees must be installed between October 1st and February 28th.

Planning Staff is requesting authority from Town Council to administer the Tree Planting Grant Program process. Town Council would allocate the funding for the grant through the yearly budgeting process.

The grant amount will be paid only when installation is completed and receipts are submitted to the Planning Department. If the actual costs are less than the cost estimates, the maximum amount shall not exceed 100% of the actual costs or the \$750 limit, whichever is less. In no case shall a grant be issued higher than the original approved grant amount.

Eligibility Criteria include:

- a. If the tenant is proposing the tree planting, the tenant must obtain the property owner's signature on the application.
- b. Tree Planting Grant Program applications will be reviewed for completeness, appropriateness of planting location, and appropriateness of species of tree proposed for that location. No funds

will be awarded for trees that are not in keeping with the appropriate planting standards of the Town.

- c. Tree Planting Grant Program locations must be within Apex's corporate limits and must comply with all state and local regulations, including staying out of easements and/or gaining appropriate encroachment agreements from the Town of Apex.

#### Attachments

- Tree Planting Grant Program application



# TREE PLANTING GRANT PROGRAM APPLICATION

Town of Apex, North Carolina



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

**For more information on the Tree Planting Grant Program or for assistance in completing this application, please contact the Apex Planning Department at 919-249-3426.**

The Tree Planting Grant Program is designed to provide incentive funds to tenants/property owners to install trees on residential private properties within Apex's corporate limits. The grant can provide up to 100% of the cost of the tree purchase and installation, up to a maximum of \$750 per property. Grant applications will be accepted starting September 1. After grant approval, trees must be installed between October 1 and February 28.

1. Application requirements:

- a. Completed application form signed by the property owner.
- b. Photo(s) of the proposed planting location showing the current condition.
- c. 11" x 17" plot plan, plat, or aerial photograph (Google) showing property boundaries, location of utility easements, and proposed location of tree on site.
- d. Selection of proposed tree from Apex Design and Development Manual Large, Medium or Small Native Tree List. Abbreviated list is below.
- e. Tree container size shall be between 15 gallon and 30 gallon, while balled and burlapped (B&B) trees shall have a caliber 2.5" or less.
- f. Cost estimate from a qualified landscape professional. Cost estimates must be detailed in a line by line format.
- g. Trees shall be planted 5' away from underground utilities and 10' away from existing structures.
- h. Underground utilities shall be marked by contacting North Carolina 811 (<https://nc811.org/>). A North Carolina 811 ticket number must be included in the Tree Planting Grant Program Application.

2. Applications must be approved before work begins or no funds will be disbursed.

3. The Planning Staff has been granted authority to administer the Tree Planting Grant Program process by Town Council. Town Council allocates the funding for the grant through the yearly budgeting process.

4. Grant amount shall be paid only when installation is completed and receipts are submitted to the Planning Department. If the actual costs are less than the cost estimates, the maximum amount shall not exceed 100% of the actual costs or the \$750 limit, whichever is less. In no case shall a grant be issued higher than the original approved grant amount.

5. Eligibility Criteria:

- a. If the tenant is proposing the tree planting, the tenant must obtain the property owner's signature on the application.
- b. Tree Planting Grant Program applications will be reviewed for completeness, appropriateness of planting location, and appropriateness of species of tree proposed for that location. No funds will be awarded for trees that are not in keeping with the appropriate planting standards of the Town, as deemed by Planning Staff.
- c. Tree Planting Grant Program locations must be within Apex's corporate limits and must comply with all state and local regulations, including staying out of easements and/or gaining appropriate encroachment agreements from the Town of Apex.

# TREE PLANTING GRANT PROGRAM APPLICATION

Town of Apex, North Carolina



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

## Abbreviated Native Tree List

LARGE TREES		MEDIUM TREES	SMALL TREES
Red Maple	Black Gum	American yellowwood	Downy Serviceberry
Sugar Maple	Longleaf Pine	Sourwood	Eastern Redbud
River Birch	Loblolly Pine	Virginia Pine	White Fringe Tree
Pignut Hickory	White Oak	Eastern arborvitae	Flowering Dogwood
Shagbark Hickory	Scarlet Oak		Washington Hawthorn
American Persimmon	Swamp Chestnut Oak		Green Hawthorn
American Beech	Nuttall Oak		Dahoon Holly
White Ash	Willow Oak		Yaupon Holly
American Holly	Shumard Oak		Little Gem Magnolia
Eastern Red Cedar	Baldcypress		Sweetbay Magnolia
Tulip Poplar	Basswood		American Red Plum
Southern Magnolia	Princeton Elm		

I have read the Tree Planting Grant Program information:

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

Application #: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

# TREE PLANTING GRANT PROGRAM APPLICATION

Town of Apex, North Carolina



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

## Hard Copy Submittal Requirements: (Submit to Planning Department)

- One (1) copy of Tree Planting Program Application
- Photo(s) of the proposed planting location
- 11" x 17" plot plan, plat, or aerial photograph (Google) showing proposed planting location
- Cost estimates from a qualified landscape professional
- North Carolina 811 ticket number

## Applicant Information:

Applicant: \_\_\_\_\_ Tax ID: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## Owner Information:

Owner: \_\_\_\_\_ Tax ID: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## Location Information:

Address: \_\_\_\_\_  
Property PIN: \_\_\_\_\_ Owner or Tenant Occupied? \_\_\_\_\_  
Current Building or Site Use: \_\_\_\_\_  
Cost of Overall Proposal: \_\_\_\_\_ Tree Planting Grant Program Funds Requested: \_\_\_\_\_  
North Carolina 811 Ticket Number: \_\_\_\_\_

## Tree Selection:

1. Please provide the native tree species selected from the Apex Design and Development Manual including planting size below.

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# TREE PLANTING GRANT PROGRAM APPLICATION

Town of Apex, North Carolina



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

2. On a separate sheet, please provide a detailed cost estimate from a qualified landscape professional. Cost estimates must be detailed in a line by line format. Once the work is completed, please provide the Planning Department with a copy of the receipt(s) for all labor and supplies. Tree Planting Grant Program funds will not be released without receipt(s).

## Owner/Applicant Signatures

I understand the limits and requirements of this program and if approved, agree to complete the project according to plan. In addition, I shall indemnify and hold harmless, the Town of Apex from and against any and all claims, actions, causes of action, demands, damages, losses, costs, expenses, and compensation of whatsoever kind and nature which may hereafter accrue on account of or in any way growing out of any and all known or unknown, foreseen and unforeseen bodily and personal injuries and property damage and consequences thereof, which might result from any occurrence in connection with this program.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Staff Approval

\_\_\_\_\_  
Date

Conditions of Approval:

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: UPDATES BY TOWN  
MANAGER

Meeting Date: May 11, 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



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: May 11, 2021

## Item Details

Presenter(s): Steve Adams, Easement Acquisition Specialist; Shawn Purvis, Assistant Town Manager

Department(s): Administration

### Requested Motion

Possible motion to go into closed session pursuant to NCGS 143-318(a)(5) to give staff direction concerning the Town's negotiating position to acquire real property.

### Approval Recommended?

N/A

### Item Details

N/A

### Attachments

- N/A



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: May 11, 2021

## Item Details

Presenter(s): Laurie Hohe, Town Attorney

Department(s): Legal

### Requested Motion

Possible motion to go into closed session pursuant to NCGS 143-318.11(a)(3) to preserve attorney-client privilege.

### Approval Recommended?

[Yes or No]

### Item Details

[Details regarding the item]

### Attachments

- [List attachments or N/A]



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: May 11, 2021

## Item Details

Presenter(s): Mary Beth Manville, Human Resources Director

Department(s): Human Resources

### Requested Motion

Possible motion to go into Closed Session to discuss a personnel matter

### Approval Recommended?

Yes

### Item Details

N/A

### Attachments

- N/A

