

AGENDA | REGULAR TOWN COUNCIL MEETING

March 12, 2024 at 6:00 PM Council Chambers - Apex Town Hall, 73 Hunter Street The meeting will adjourn when all business is concluded or 10:00 PM, whichever comes first

Town Council and Administration

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

COMMENCEMENT

Call to Order | Invocation | Pledge of Allegiance

CONSENT AGENDA

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

CN1 Agreement - North Carolina Department of Transportation (NCDOT) - S-Line Mobility Hub Feasibility Study

Shannon Cox, Long Range Planning Manager, Planning Department

CN2 Annexation No. 771 - Castleberry Reserve - 13.52 acres

Allen Coleman, Town Clerk

CN3 Annexation No. 778 - Parc at Bradley Farm - 6.69 acres

Allen Coleman, Town Clerk

CN4 Budget Ordinance Amendment No. 13 - Economic Development Incentive Payments and Contracted Town Lobbyist

Joanna Helms, Director, Economic Development Department Allen Coleman, Town Clerk

CN5 Contract Amendment No. 3 - CDM Smith Inc. - Sunset Hills Pump Station Project

Matthew Reker, Utilities Engineering Intern, Water Resources Department

CN6 Council Meeting Minutes - February 20, 2024

Allen Coleman, Town Clerk

- CN7 Peak Landing Fee-In-Lieu (FIL)
 - Angela Reincke, Parks Planning Project Manager, Parks, Recreation, and Cult. Res. Dept.
- CN8 Reimbursement Agreement Lennar Carolinas, LLC Depot 499 PUD

 Michael S. Deaton, P.E., Director, Water Resources Department
- CN9 Resolution Abandon Existing Drainage Easement Kiddie Academy 905 Acton Street

 Steve Adams, Real Estate and Utilities Acquisition Specialist, Trans. Infra. Dev. Dept.
- CN10 Resolution North Carolina Division of Water Infrastructure (NCDWI) American Rescue
 Plan (ARP) Grant Funds and Capital Project Ordinance Amendment No. 2024-8

 Matthew Reker, Utilities Engineering Intern, Water Resources Department
- CN11 Rezoning Case No. 23CZ17 0 Herbert Street Statement and Ordinance

 Liz Loftin, Senior Planner, Planning Department
- CN12 Rezoning Case No. 23CZ23 Saunders Street Parking Lot Statement and Ordinance

 Liz Loftin, Senior Planner, Planning Department
- CN13 Tax Report January 2024

Allen Coleman, Town Clerk

CN14 Unified Development Ordinance (UDO) Amendments February 2024 - Signs and Typo

Correction - Statement

Amanda Bunce, Current Planning Manager, Planning Department

CN15 Unified Development Ordinance (UDO) Amendments February 2024 - Traffic Calming - Statement

Amanda Bunce, Current Planning Manager, Planning Department

PRESENTATIONS - None

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 - None

NEW BUSINESS

NB1 Public Art - Permanent Sculpture Collection Expansion

Taylor Wray, Cultural Arts Center Manager, Parks, Recreation, and Cult. Res. Department

UPDATES BY TOWN MANAGER

CLOSED SESSION

Council will enter into closed session pursuant to:

CS1 Steve Adams, Real Estate and Utilities Acquisition Specialist

NCGS § 143-318.11(a)(5)

"To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease."

CS2 Allen Coleman, Town Clerk

NCGS §143-318.11 (1):

"To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes."

CS3 Mayor Jacques K. Gilbert

NCGS § 143-318.11(a)(6):

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

ADJOURNMENT

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 12, 2024

Item Details

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

Department(s): Planning

Requested Motion

Motion to approve an agreement with the North Carolina Department of Transportation (NCDOT) for a NCDOT-Administered Transit-Oriented Development Planning related to the S-Line Mobility Hub Feasibility Study, and authorize the Interim Town Manager to execute.

<u>Approval Recommended?</u>

Yes

Item Details

The Planning Department's operational budget includes \$30,000 to participate with the North Carolina Department of Transportation (NCDOT) in a Feasibility Study that will evaluate and recommend a site for the installation of a mobility hub near potential passenger rail station areas along the S-Line. The study will evaluate sites for suitability, develop preferred mobility hub alternatives and concept plans, engage with the community, and establish an implementation plan for the mobility hub. NCDOT is committing \$120,000 for the Feasibility Study. The total estimated cost is \$150,000. The purpose of this agreement is to establish the terms and responsibilities for the Town of Apex and NCDOT for the S-Line Mobility Hub Feasibility Study.

Attachments

CN1-A1: Agreement - North Carolina Department of Transportation (NCDOT) - S-Line Mobility Hub
 Feasibility Study



ACCOUNTS RECEIVABLE AGREEMENTS

REMITTANCE GUIDANCE



_____: I acknowledge that upon execution of this Agreement, we must submit a down payment, if required.

I also acknowledge that we may pre-pay any portion of the estimated cost noted in this Agreement, prior to final billing by the Department.

Please refer to your Agreement's PAYMENT TERMS to correctly remit any payment due to the Department.

PAYMENT TERMS:	PAYMENT TIMING:
PAYMENT UPON AGREEMENT EXECUTION	Please submit the amount of agreed upon payment via one of the below methods, <u>once you have received notice of execution of the Agreement.</u>
PAYMENT PRIOR TO LETTING (OR START OF PHASE)	You will be notified by the Project Manager when payment will be due. Please remit payment within 60 days of notification.
PAYMENT UPON BILLING	The Department will bill at the completion of the Project (or when defined in the Agreement). All payments are due within 60 days of invoicing.

NOTE: You may pre-pay any portion of an estimated cost, prior to Departmental Billing. The Department will adjust final billing to account for any pre-payments made.

LATE PAYMENTS AND INTEREST RATES:

For payments not received within 60 days, the Department must charge a statutory interest rate of prime plus one percent (1%) on all Utility Relocation Agreements. For any other Receivable Agreement, the Department may charge a late fee and/or interest.

PAYMENT METHODS

1. SEND PAYMENT BY CHECK OR

MAIL TO:

NCDOT – Accounts Receivable 1514 Mail Service Center Raleigh, NC 27699-1514

INCLUDE:

- Agreement ID (10000xxxxx)
- WBS Element

2. SEND PAYMENT VIA ACH (Automated Clearinghouse)

Initiate ACH through your bank* and send an e-mail to:

- √ Shamorah Fountain sfountain1@ncdot.gov
- √ Kay Lee klee@ncdot.gov

INCLUDE:

- Agreement ID# (10000xxxxx)
- WBS Element
- Amount of Payment

*If you need NCDOT's Account information, contact Tammy Court at tlcourt@ncdot.gov

Failure to follow the above steps and remit payment per the terms in the Agreement may result in delays to project delivery. Please contact your Division Project Manager for questions regarding payment terms.

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AGREEMENT OVERVIEW

NORTH CAROLINA WAKE COUNTY

DATE: 2/1/2024

PARTIES TO THE AGREEMENT: PROJECT NUMBERS:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

WBS ELEMENTS: 49619.6.5.1

JE IRANSFORTATI

AND

TOWN OF APEX

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF PROJECT ("Project"): The project consists of a Feasibility Study that will evaluate and recommend a site for the installation of a mobility hub near potential passenger rail station areas along the S-Line. The study will evaluate sites for suitability, develop preferred mobility hub alternatives and concept plans, engage with the community, and establish an implementation plan for the mobility hub.

ESTIMATED COST OF THE PROJECT: \$ 150,000

ESTIMATED COSTS TO OTHER PARTY: \$ 30,000 (20%)

PAYMENT TERMS: The Town of Apex will submit payment upon execution of agreement.

MAINTENANCE: No maintenance responsibilities at this time

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement **END:** When work is complete and all terms are met.

This **Agreement** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department** and the Town of Apex, hereinafter referred to as the **Municipality**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties** with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.2 and 136-66.3, Section 160A-296 and 297, and Section 136-18, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation; and,

WHEREAS, the **Department's** Integrated Mobility Division (IMD) has been awarded a Federal Transit Administration (FTA) Grant up to a maximum award amount of \$150,000 for the 2022 Mobility Hub Plan Project along the S-Line corridor; and

WHEREAS, the **Department** has coordinated with participating municipalities to leverage local funding to meet non-federal funding match requirements; and,

WHEREAS, the **Municipality** has agreed to participate in the cost of the project as hereinafter set out; and,

NOW, THEREFORE, the **Parties** hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

II. RESPONSIBILITIES

A. THE DEPARTMENT WILL

- i. Procure one or more consultants to develop the study and administer the contract and associated funding.
- ii. Convene stakeholders to address challenges of coordination, building consensus, and forming a shared corridor vision among multiple jurisdictions.
- iii. Establish a Project governance committee to assist with development of scope, consultant information gathering activities and review of deliverables.

B. THE MUNICIPALITY SHALL

- i. Participate in the Project governance committee.
- ii. Actively participate in critical study decisions, coordinate with other S-Line communities on overall corridor vision and strategy, and review deliverables.
- iii. Participate in funding as shown in the **COSTS AND FUNDING** Provision.

III. PROJECT DELIVERY REQUIREMENTS

A. PROJECT DOCUMENTS / DELIVERABLES

- i. The **Department** anticipates the following Project Deliverables. This list may be amended at the request of the Project governance committee:
 - 1. Implementation Plan with Cost Estimate and Funding Plan
 - 2. Comprehensive Mobility Hub Plan and Feasibility Assessment
- ii. All documents, including digital files, will become the property of the **Department**. Any and all original graphics, technical drawings, photographs, maps, GIS files, and promotional items produced for the plan or for any public meetings shall be available for use by the **Department** in other publications, on the IMD website and for display purposes. The **Department** shall be credited for its participation in all documents, publicity, announcements, and materials prepared for/by the **Municipality** for public meetings.
- iii. The **Municipality** shall receive digital files and hard copies of the approved Study. The **Municipality** shall be responsible for the distribution of the final documents to the appropriate local agencies and interested parties.

B. TIMEFRAMES

The **Department** anticipates project completion by the period of performance deadline for FTA, December 31, 2024. The period of performance date is subject to change upon agreement by the FTA and United States Department of Transportation. It is important that the **Municipality** provide necessary support and responses to the **Department** in a timely manner. Any delays on the part of the **Municipality** may affect the ability of the **Department** to provide financial support for the Project.

IV. COSTS AND FUNDING

A. PROJECT COSTS AND FUNDING

- i. The estimated cost of the Project is \$150,000. Both Parties understand that this is an estimated cost and is subject to change.
- ii. The **Municipality** shall participate in 20% of the estimated Project costs or \$30,000. The **Department** will participate in 80% of estimated costs or \$120,000.
- iii. If actual costs exceed the estimated costs, the **Municipality** is responsible for 100% of the overages.

- iv. The Department will contact the Municipality prior to incurring any costs that will require reimbursement exceeding \$30,000 and will not proceed without concurrence from the Municipality.
- v. If the **Municipality** does not approve the anticipated cost increases, the **Department** will cease work on the Project. Any funding provided by the **Municipality** that is unused will be returned to the **Municipality**.

B. PAYMENT BY THE MUNICIPALITY

- i. Based on the estimated cost of \$150,000 the **Municipality** shall submit payment for \$30,000 to the **Department's** Fiscal Section upon full execution of this Agreement, in accordance with the attached "Remittance Guidance."
- ii. Upon completion of the Project, if actual costs exceed the amount of the down payment, the **Municipality** shall reimburse the **Department** any underpayment within sixty (60) days of invoicing by the **Department**. The **Department** will charge a late payment penalty and interest on any unpaid balance due in accordance with G. S. 147-86.23. If the actual cost of the work is less than \$150,000, the **Department** will reimburse the **Municipality** any overpayment.

V. STANDARD PROVISIONS

A. AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a written Supplemental Agreement.

B. ASSIGNMENT OF RESPONSIBILITIES

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

C. AGREEMENT FOR IDENTIFIED PARTIES ONLY

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

D. OTHER AGREEMENTS

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

E. TITLE VI

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

F. FACSIMILE

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the **Parties** agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

G. AUTHORIZATION TO EXECUTE

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

H. DEBARMENT POLICY

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **Municipality** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

I. INDEMNIFICATION

To the extent authorized by state and federal claims statutes, the **Municipality** shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the **Department**, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the **Department** in connection with this Agreement. The **Department** shall not be liable and shall be held harmless from any and all third-party claims that might arise on account of the **Municipality's** negligence and/or responsibilities under the terms of this agreement.

J. AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

K. DOCUSIGN

The **Department** and **Municipality** acknowledge and agree that the electronic signature application DocuSign may be used, at the sole election of the **Department** or **Municipality**, to execute this Agreement. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, the **Department** and **Municipality** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes the **Department's** signature as if actually signed by the **Department** in writing or **Municipality's** signature as if actually signed by **Municipality** in writing. The **Department** and **Municipality** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Department** and **Municipality** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

L. GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Adult Corrections, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(DOCUSIGN ONLY)

	Authorized Signer:
	Print Name:
	Title:
	Date Signed:
	If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:
TOWN OF APEX	
FED TAX ID NO:	Finance Officer:
REMITTANCE ADDRESS:	Print Name:
	Date Signed:
	DEPARTMENT OF TRANSPORTATION
	BY:
	TITLE:
	DATE:
APPROVED BY BOARD OF TRA	NSPORTATION ITEM O: (DATE)

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(INK SIGNATURES ONLY)

ATTEST:	Authorized Signer:
BY:	Print Name:
TITLE:	Title:
	Date Signed:
	If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:
TOWN OF APEX	
FED TAX ID NO:	Finance Officer:
REMITTANCE ADDRESS:	Print Name:
	Date Signed:
	DEPARTMENT OF TRANSPORTATION (DocuSign
	BY:
	TITLE:
	DATE:
APPROVED BY BOARD OF TRA	NSPORTATION ITEM O: (DATE)

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 12, 2024

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of a Public Hearing for April 9, 2024, on the Question of Annexation - Apex Town Council's intent to annex 13.52 acres, Castleberry Reserve, Satellite Annexation No. 771 into the Town Corporate limits.

<u>Approval Recommended?</u>

Yes

Item Details

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

Attachments

- CN2-A1: Resolution Directing the Town Clerk to Investigate Petition
 - Certificate of Sufficiency by the Town Clerk
 - Resolution Setting Date of Public Hearing
- CN2-A2: Legal Description Satellite Annexation No. 771
- CN2-A3: Aerial Map Satellite Annexation No. 771
- CN2-A4: Plat Map Satellite Annexation No. 771
- CN2-A5: Annexation Petition Satellite Annexation No. 771





RESOLUTION DIRECTING THE TOWN CLERK TO INVESTIGATE PETITION RECEIVED UNDER G.S.§ 160A-58.1

Satellite Annexation Petition No. 771 Castleberry Reserve – 13.52 acres

WHEREAS, G.S. § 160A-58.2 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

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

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

This the 12th day of March, 2024.		
	Jacques K. Gilbert Mayor	
ATTEST:		
Allen L. Coleman, CMC, NCCCC Town Clerk		



CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Satellite Annexation Petition No. 771 Castleberry Reserve – 13.52 acres

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

I, Allen L. Coleman, Town Clerk, do hereby certify that I have investigated the annexation petition attached hereto, and have found, as a fact, that said petition is signed by all owners of real property lying in the noncontiguous area described therein, in accordance with G.S.§ 160A-58.1(b), as amended.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Apex, North Carolina this 12th day of March, 2024.

Allen L. Coleman, CMC, NCCCC Town Clerk

(Seal)



RESOLUTION SETTING DATE OF PUBLIC HEARING ON THE QUESTION OF ANNEXATION PURSUANT TO G.S.§ 160A-58.2 AS AMENDED

Satellite Annexation Petition No. 771 Castleberry Reserve – 13.52 acres

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Apex Town Hall at 6 o'clock p.m. on the 9th day of April, 2024.

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

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

This the 12th day of March, 2024.

	Jacques K. Gilbert, Mayor	
ATTEST:		
Allen L. Coleman, Town Clerk		
Attachment: Legal Description		

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Annexation Legal Description Johnson Property

BEING THE BOUNDARY OF A PARCEL, NOW OR FORMERLY OF STANLEY R JOHNSON JR AND LOLA C JOHNSON AS DESCRIBED IN DB 2348, PG 662 (PIN 0723117077) SAID PARCEL BEING LOCATED IN THE TOWN OF APEX, WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1" IRON PIPE FOUND ON THE SOUTHERN CORNER OF THE PROPERTY NOW OR FORMERLY OF STANLEY R JOHNSON JR AND LOLA C JOHNSON AS DESCRIBED IN DB 2348, PG 692 (PIN 0723117077), SAID IRON BEING THE TRUE POINT OF BEGINNING AND HAVING NORTH CAROLINA STATE PLAIN COORDINATES OF N= 730,559.64′ AND E= 2,021,972.15′; THENCE, FROM THE POINT OF BEGINNING, N64°33′49″W A DISTANCE OF 534.09 FEET TO A ¾″ IRON PIPE FOUND; THENCE, S80°42′18″W A DISTANCE OF 38.05 FEET TO A ½″ IRON PIPE FOUND; THENCE, N00°45′40″W A DISTANCE OF 503.45 FEET TO A ¾″ IRON PIPE SET; THENCE, N00°45′40″W A DISTANCE OF 396.14 FEET TO AN AXLE FOUND, THENCE, N89°28′25″E A DISTANCE OF 409.63 FEET TO A ½″ IRON PIPE FOUND; THENCE, N89°34′36″E A DISTANCE OF 57.19 FEET TO A ½″ IRON PIPE FOUND; THENCE, S00°42′34″E A DISTANCE OF 330.20 FEET TO A ½″ IRON PIPE FOUND; THENCE, N89°03′26″E A DISTANCE OF 263.68 FEET TO A ¾″ IRON PIPE SET; THENCE, S13°31′41″W A DISTANCE OF 7.39 FEET TO A COMPUTED POINT 0.35 FEET NORTHEAST OF A ½″ IRON PIPE FOUND; THENCE, S13°31′41″W A DISTANCE OF 430.85 FEET TO A ¾″ IRON PIPE FOUND; THENCE, S13°31′41″W A DISTANCE OF 388.18 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 588,735 SQUARE FEET OR 13.52 ACRES, MORE OR LESS.



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PETITION FOR VOLUNTARY ANNE	XATION				
This document is a public record under the Nor	th Carolina Public Recor	ds Act and may be pu	blished on the	Town's website or disclosed to third p	arties.
Application #: 2023-021		Submitta	l Date:	11-1-2023	
Fee Paid \$ 200.00		Check#		CC	
To The Town Council Apex, North C	AROLINA				
I. We, the undersigned owners of real property, respectfully request that the area described in Part 4 below be annexed to the Town of Apex, ■ Wake County, □ Chatham County, North Carolina.					ınexed
 The area to be annexed is-■-con boundaries are as contained in the 				wn of Apex, North Carolina a	nd the
 If contiguous, this annexation will i G.S. 160A-31(f), unless otherwise s 				ailroads, and other areas as sta	ated in
Owner Information					
imothy C. Johnson, Joshua T. Johnson	, Ethan J. Johnson	PIN 0723117	7077 / DB 23	348 PG 692	
Owner Name (Please Print)		Property PIN	or Deed Boo	ok & Page #	
c/o Joe Mitchell, Broker; 919-21	9-4312	Jmt.rtp@gma			
Phone		E-mail Addre	SS		
Owner Name (Please Print)		Property PIN	or Deed Boo	k & Page #	
Phone		E-mail Addre	SS		
Owner Name (Please Print)		Property PIN	or Deed Boo	ok & Page #	
Phone		E-mail Addre	SS		
Surveyor Information	第二人称为				
Surveyor: Bateman Civil Survey C	ompany - Joshua I				
Phone: (919) 577-1080		Fax: (919) 5	77-1081		
E-mail Address: josh@batemancivilsurvey.com					
Annexation Summary Chart					
Property Information		Rea	ason(s) for a	nnexation (select all that appl	y)
otal Acreage to be annexed:	13.52	Need w	ater service	due to well failure	
Population of acreage to be annexed:	0	Need se	ewer service	due to septic system failure	
existing # of housing units:	0	Water s	ervice (new	construction)	V
Proposed # of housing units: +/- 10		Sewer service (new construction)		\checkmark	
Zoning District*: R-80W (to be rezoned)		Receive Town Services			V

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

PETITION FOR VOLUNTARY ANNEXATION

Application #:

2023-021

Submittal Date:

11-1-2023

COMPLETE IF SIGNED BY INDIVIDUALS:

Matthew J. Carpenter, Authorized Agent

Please Print

STATE OF NORTH CAROLINA **COUNTY OF WAKE**

Sworn and subscribed before me, Mathew J. Carpenter, a Notary Public for the above State and County,

this the 30th day of, October _, 20<u>**23**</u>_.

SEAL

My Commission Expires: October 2, 2028

AGENT AUTHORIZATION FORM Application #: 2023-021 Submittal Date: 11-1-2023 Timothy C. Johnson, Joshua T. Johnson, and Ethan J. Johnson, as Heirs to the Estate of Lola Coleman Johnson (Wake Co. Estate Number 22-E-03547), are the owners* of the property for which the attached application is being submitted ✓ 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 1 Subdivision Variance Annexation Petition Other: **√** 8309 Serenity Trail, Apex, NC 27523; 0723117077 The property address is: Matthew Carpenter The agent for this project is: ☐ I am the owner of the property and will be acting as my own agent Matthew Carpenter Agent Name: 301 Fayetteville Street, Suite 1400, Raleigh, NC 27601 Address: 919-835-4032 Telephone Number: MatthewCarpenter@parkerpoe.com E-Mail Address: dotloop verified 10/27/23 11:32 AM EDT NGWV-COWO-PYGW-CJ9U Tim Johnson Timothy C. Johnson Date dotloop verified 10/18/23 2:48 PM EDT GTMV-0M31-749E-BFLZ Tosh Johnson Joshua T. Johnson Date dotloop verified 10/18/23 3:10 PM EDT GWNA-HHPR-P6K0-CVTX Ethan Johnson

Attach additional sheets if there are additional owners.

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.

Date

^{*}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.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 12, 2024

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of a Public Hearing for April 9, 2024, on the Question of Annexation - Apex Town Council's intent to annex 6.69 acres, Parc at Bradley Farm, Annexation No. 778 into the Town Corporate limits.

<u>Approval Recommended?</u>

Yes

Item Details

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

Attachments

- CN3-A1: Resolution Directing the Town Clerk to Investigate Petition
 - Certificate of Sufficiency by the Town Clerk
 - Resolution Setting Date of Public Hearing
- CN3-A2: Legal Description Annexation No. 778
- CN3-A3: Aerial Map Annexation No. 778
- CN3-A4: Plat Map Annexation No. 778
- CN3-A5: Annexation Petition Annexation No. 778





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

Annexation Petition No. 778 Parc at Bradley Farm – 6.69 acres

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

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

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

This the 12th day of March, 2024.		
	Jacques K. Gilbert Mayor	
ATTEST:		
Allen L. Coleman, CMC, NCCCC Town Clerk		



CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition No. 778
Parc at Bradley Farm – 6.69 acres

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Apex, North Carolina this 12th day of March, 2024.

Allen L. Coleman, CMC, NCCCC Town Clerk

(Seal)



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

Annexation Petition No. 778 Parc at Bradley Farm – 6.69 acres

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Apex Town Hall at 6 o'clock p.m. on the 9th day of April, 2024.

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

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

This the 12th day of March, 2024.

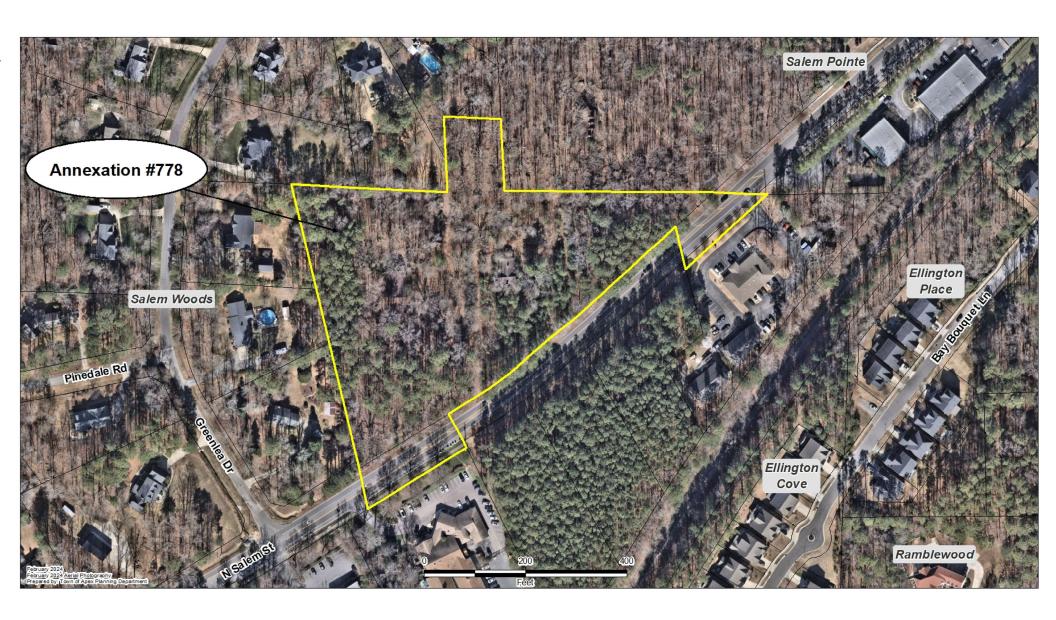
cques K. Gilbert, Mayor

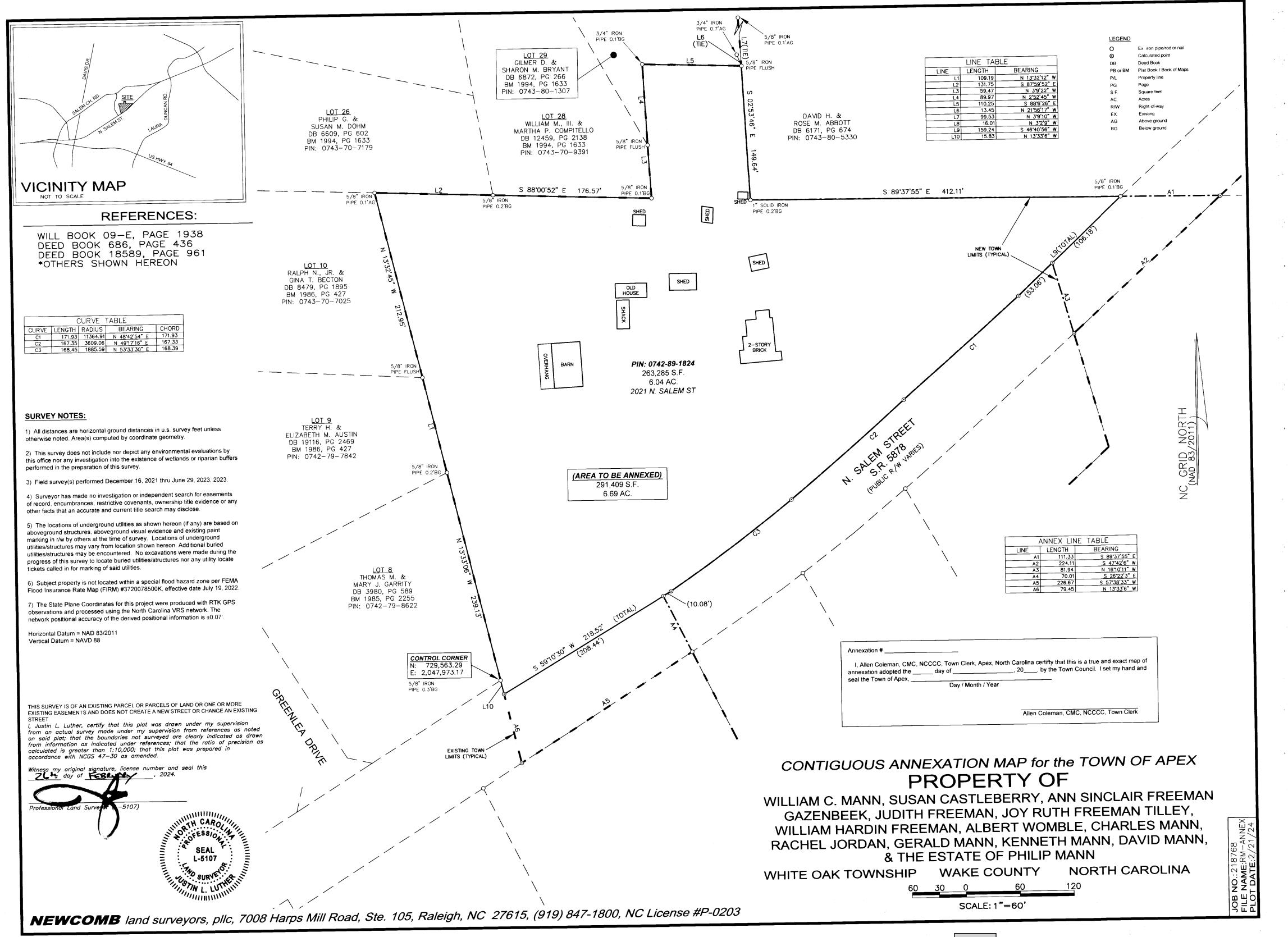
Attachment: Legal Description

LEGAL DESCRIPTION – PARC AT BRADLEY FARMS

ANNEXATION NO. 778

Beginning at a point, said point being an existing iron pipe at the easternmost corner of Lot 8 as shown on a plat recorded in Book of Maps 1985, Page 2255 in the Wake County Registry, said point also being on the northern right of way margin of N. Salem Street as shown on said plat and having North Carolina State Plane coordinates of N=729,563.29 and E=2,047,973.17; Thence, along the eastern line of said Lot 8 N13°33'06"W, 239.13 feet to a point, said point being an existing iron pipe at the northernmost corner of said Lot 8, said point also being at the easternmost corner of Lot 9 as shown on a plat recorded in Book of Maps 1986, Page 427 in said registry; Thence, along the eastern line of said Lot 9 N13°32'12"W, 109.19 feet to a point, said point being at the northeast corner of said Lot 9, said point also being at the southeast corner of Lot 10 as shown on said Book of Maps 1986, Page 427; Thence, along the eastern line of said Lot 10 N13°32'45"W, 212.95 feet to a point, said point being an existing iron pipe on the southern line of Lot 26 as shown on a plat recorded in Book of Maps 1994, Page 1633 in said registry; Thence, along said southern line of Lot 26 S87°59′52″E, 131.75 feet to a point, said point being an existing iron pipe at the southeast corner of said Lot 26, said point also being at the southwest corner of Lot 28 as shown on said Book of Maps 1994, Page 1633; Thence, along the southern line of said Lot 28 S88°00′52″E, 176.57 feet to an existing iron pipe at the southeast corner of said Lot 28; Thence, N03°09'22"W, 59.47 feet to an existing iron pipe at the southernmost corner of Lot 29 as shown on said plat; Thence, N02°52'45"W, 89.97 feet to an existing iron pipe; Thence, S88°06'26"E, 110.25 feet to a point, said point being an iron pipe set at the southeast corner of said Lot 29, said point also being on the western line of the David H. & Rose M. Abbott tract as recorded in Book 6171, Page 674 in said registry; Thence, along said western line S02°53'46"E, 149.64 feet to an existing iron pipe; Thence, cornering and along the southern line of said Abbott tract S89°37′55″E, 412.11 feet to an existing iron pipe at the southeast corner of said Abbott tract, said point also being on said northern right of way margin of N. Salem Street; Thence, crossing said right of way S89°37′55″E, 111.33 feet to a point on the southern right of way margin of said N. Salem Street; thence, along said right of way S47°42'06"W, 224.11 feet to a point; Thence, crossing said right of way N16°10′11″W, 81.94 feet to a point on said northern right of way of N. Salem Street; Thence, along said northern right of way S46°40′56"W, 53.06 feet to a point; Thence, along a curve to the right having a radius of 11,364.91 feet, an arc length of 171.93 and a chord of S48°42'54"W, 171.93 feet to a point; Thence, along a curve to the right having a radius of 3,609.06 feet, an arc length of 167.35 and a chord of S49°17'16"W, 167.33 feet to a point; Thence, along a curve to the right having a radius of 1,885.59 feet, an arc length of 168.45 and a chord of \$53°33′30″W, 168.39 feet to a point; Thence, \$59°10′30″W, 10.08 feet to a point; Thence, crossing said right of way of N. Salem Street S26°22'03"E, 70.01 feet to a point on said southern right of way margin of N. Salem Street; Thence, along said right of way \$57°38'33"W, 226.67 feet to a point; Thence, crossing said right of way N13°33'06"W, 79.45 feet to a point on said southern right of way of N. Salem Street; Thence, N13°33'06"W, 15.83 feet to the Place and Point of Beginning, containing an area of 291,409 square feet or 6.69 acres, more or less.





PETITION FOR VOLUNTARY ANNI	EXATION			
This document is a public record under the No	rth Carolina Public Record	ds Act and	may be published on the Town's website or disclosed to third pa	irties.
Application #:			Submittal Date:	
Fee Paid \$			Check #	
To THE TOWN COUNCIL APEX, NORTH C	CAROLINA			
1. We, the undersigned owners of reto the Town of Apex, Wake Cou			quest that the area described in Part 4 below be an orth Carolina.	nexed
2. The area to be annexed is <u>sor</u> boundaries are as contained in the			(satellite) to the Town of Apex, North Carolina artion attached hereto.	id the
3. If contiguous, this annexation will G.S. 160A-31(f), unless otherwise			s-of-way for streets, railroads, and other areas as sta endment.	ted in
OWNER INFORMATION			。 第一章	
Susan Castlebury		0742	2891824	
Owner Name (Please Print)			perty PIN or Deed Book & Page #	
Phone			(nc53@gmail.com	
William C Mann			ail Address	
Owner Name (Please Print)		0742891824 Property PIN or Deed Book & Page #		
			cmann@gmail.com	
Phone			ail Address	
Owner Name (Please Print)		Pro	perty PIN or Deed Book & Page #	
Dhone				
Phone		E-m	ail Address	
SURVEYOR INFORMATION				
Surveyor: Justin Luther, PLS				
Phone: 919-847-1800		Fax:	n/a	
E-mail Address: justin@NLS-NC.com				
ANNEXATION SUMMARY CHART				
Property Information			Reason(s) for annexation (select all that apply	1)
Total Acreage to be annexed:	6.69		Need water service due to well failure	
Population of acreage to be annexed:	0		Need sewer service due to septic system failure	
Existing # of housing units:	1		Water service (new construction)	V
Proposed # of housing units:	37		Sewer service (new construction)	V
Zoning District*:	PUD-CZ (22CZ13)		Receive Town Services	V

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

Petition for Vo - Page 31 -

PETITION FOR	Voluntary Annexation		
Application #:	Annexation #778	Submittal Date:	1-31-2024
COMPLETE IF SIGN	ED BY INDIVIDUALS:		
	ers must sign. (If additional signatures A CASTLEBURY Please Print Please Print	usan	Signature Signature Signature
	Please Print		Signature
STATE OF NORTH	E _a	-	Signature
this the Abras this this the Abras this this the Abras this the Abras this this the Abras this this the Abras this this this this this this this thi	Bedilgefore me, SUDAN Ethe Co of the Stanuary, 2024.		for the above State and County, Stary Public Mann The property of the property of the above State and County, The property of the property
	ORPORATION: of, said corporation has caused this inster of its Board of Directors, this the		
SEAL	Corporate Na		
Attest:		By: Pre	esident (Signature)
Secretary (Signat	ture)		
STATE OF NORTH COUNTY OF WAKE			
	ibed before me,, 20	, a Notary Public	for the above State and County,
SEAL			y Public
		My Commission Eynires	

- Page 32 -Petition for Voluntary Annexation

Page 3 of 5

Application #:	PETITION FOR V	OLUNTARY ANNEXATION	
In witness whereof, a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the day of 20 Signature of Member/Manager	Application #:	Annexation # 778	Submittal Date: 1-31-2024
In witness whereof, a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the day of 20 Signature of Member/Manager			
Name of Limited Liability Company By: Signature of Member/Manager STATE OF NORTH CAROLINA COUNTY OF WAKE Sworn and subscribed before me, day of Notary Public for the above State and County, this the	COMPLETE IF IN A LI	MITED LIABILITY COMPANY	
STATE OF NORTH CAROLINA COUNTY OF WAKE Sworn and subscribed before me,	In witness whereof, its name by a meml		
STATE OF NORTH CAROLINA COUNTY OF WAKE Sworn and subscribed before me,, a Notary Public for the above State and County, this the, a Notary Public SEAL Notary Public SEAL My Commission Expires: COMPLETE IF IN A PARTNERSHIP In witness whereof,, a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the day of		Name of Limited Liability Co	ompany
STATE OF NORTH CAROLINA COUNTY OF WAKE Sworn and subscribed before me,			
This theday of, 20 SEAL Notary Public SEAL My Commission Expires: My Commission Expires: In witness whereof,, a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the day of Name of Partnership By:		AROLINA	Ugitatal e el melliosi, managel
SEAL My Commission Expires:			
In witness whereof,	SEAL		Notary Public
In witness whereof,, a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the day of Name of Partnership			My Commission Expires:
Name of Partnership By: Signature of General Partner STATE OF NORTH CAROLINA COUNTY OF WAKE Sworn and subscribed before me,, a Notary Public for the above State and County, this the day of Notary Public SEAL	COMPLETE IF IN A P	ARTNERSHIP	
STATE OF NORTH CAROLINA COUNTY OF WAKE Sworn and subscribed before me,, a Notary Public for the above State and County, this theday of Notary Public	In witness whereof	, /manager pursuant to authority du	, a partnership, caused this instrument to be executed in its ly given, this the day of
STATE OF NORTH CAROLINA COUNTY OF WAKE Sworn and subscribed before me,, a Notary Public for the above State and County, this theday of Notary Public SEAL		Name of Par	tnership
STATE OF NORTH CAROLINA COUNTY OF WAKE Sworn and subscribed before me,			
this theday of Notary Public		AROLINA	Signature of General Partner
SEAL			, a Notary Public for the above State and County,
My Commission Expires:	SEAL		•

- Page 33 - Petition for Voluntary Annexation

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 12, 2024

Item Details

Presenter(s): Joanna Helms, Director

Allen Coleman, Town Clerk

Department(s): Economic Development

Town Clerk

Requested Motion

Motion to approve Budget Amendment No. 13 to allocate funds for Economic Development incentive agreement payments and to secure a contracted town lobbyist in the Office of the Town Clerk.

<u>Approval Recommended?</u>

Yes

Item Details

Previously approved incentive agreements for three companies were based on a job creation and capital investment with a three-year amount not to exceed. If the business meets the job creation and wage goals, the incentive is paid based on the actual tax value amount. Payments for the incentive agreements are budgeted annually based on the proposed year, however, Economic Development must verify wage and employment with official documents and investment utilizing tax bills.

Since verification in February 2024, it was determined prior year payments should be made since criteria was met. The total incentive payments exceed the budgeted amount of \$124,000 by \$88,850. Below is the breakdown of payments due by agreement:

PENTAIR

•	Tax Year 2020 incentive -	28,813.11	DUE NOW
•	Tax Year 2021 incentive -	29,571.35	DUE NOW
ENV	'IROFLIGHT		
•	Tax Year 2022 incentive -	13,591.02	DUE NOW
•	Tax Year 2023 incentive -	22,899.59	DUE NOW
EMI	PIRE DISTRIBUTORS		
•	Tax Year 2023 incentive -	117,977.36	DUE 3/24
		212.852.43	

An additional allocation of \$32,000 is requested from the Town Clerk's Office in order to secure a contracted lobbyist to advocate on the State and Federal Levels on behalf of the Town.

Attachments	
 Attachments CN4-A1: Budget Amendment No. 13 - Economic Development Incentive Payme 	ents and Contracted
Town Lobbyist	
	77
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	TH CARO

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

General Fund

Section 1. Revenues:

10-0000-36100: Interest Earned	120,850
Total Revenues	\$120,850
Section 2. Expenditures:	
10-4110-Town Clerk	32,000
10-4240 Economic Development	88,850
Total Expenditures	\$120,850

Section 7. Within five (5) days after adoption, copies of this Amendment shall be filed with the Finance Officer and Town Clerk.

Adopted this the 12th day of March, 2024.

	Attest:
Jacques K. Gilbert, Mayor	Allen L. Coleman, CMC, NCCCC Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 12, 2024

Item Details

Presenter(s): Matthew Reker, Utilities Engineering Intern

Department(s): Water Resources

Requested Motion

Motion to approve Contract Amendment No. 3 between CDM Smith Inc. and the Town of Apex for the Sunset Hills Pump Station Improvements Project, and authorize the Interim Town Manager to execute the agreement.

<u>Approval Recommended?</u>

Yes

Item Details

Proposed Contract Amendment No. 3 of \$304,500.00 will allow CDM Smith to supplement the Town in Contract Administration and Contract Observation (CA/CO) for the Sunset Hills Pump Station project by adding additional funds to the Project Management and Construction Admin tasks in the original contract with CDM Smith. In addition, this amendment will add a task (1400) Resident Project Representation to offer the Town of Apex additional project inspection services. With the proposed Contract Amendment No. 3, the **total** contract value with CDM Smith will be **\$971,875.00**.

The Sunset Hills Pump Station project will move the Pump Station out of the floodplain and also lower the wet well depth allowing sanitary sewer service to additional parcels in the drainage basin. The additional tasks from CDM Smith are necessary to ensure the project is constructed per the approved construction documents and specifications.

Attachments

- CN5-A1: Proposed CDM Smith Amendment No. 3 Sunset Hills Pump Station Project
- CN5-A2: Original Task Order November 2020 Contract Amendment No. 3 CDM Smith Inc. -Sunset Hills Pump Station Project
- CN5-A3: Contract Amendment No. 1 Contract Amendment No. 3 CDM Smith Inc. Sunset Hills Pump Station Project
- CN5-A4: Contract Amendment No. 2 Contract Amendment No. 3 CDM Smith Inc. Sunset Hills Pump Station Project

AMENDMENT NO.: 3 TO AGREEMENT BETWEEN OWNER AND ENGINEER

This Amendment No.: 3 is made and entered into this _____ day of ______, 2024 to the Task Order No. 1 made as of November 24, 2020 ("Task Order") under the Master Agreement for On-Call Professional Services between the Town of Apex ("OWNER") and CDM Smith Inc. ("ENGINEER") dated September 4, 2018 ("Master Agreement").

WHEREAS, OWNER and ENGINEER entered into the Agreement for the Sunset Hills Lift Station Improvements Project ("Project"), and

WHEREAS, the parties desire to amend the Task Order so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of ENGINEER; and

WHEREAS, the Task Order provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Task Order as follows:

- 1. The Basic Services of ENGINEER as described in the Task Order are amended and supplemented as follows:
 - Additional Bidding, Construction Administration, and Resident Project Representative (RPR) services as identified in attached Exhibit A.
- 2. The responsibilities of OWNER as described in the Task Order are amended and supplemented as follows:

See Exhibit A.

- 3. The time periods for the performance of ENGINEER's services as set forth in the Task Order are amended and supplemented as follows:
 - ENGINEER to begin within one (1) week of receiving OWNER's Notice to Proceed (NTP) and prepare an updated detailed schedule within the first fifteen (15) calendar days after NTP or as directed by the OWNER
- 4. The payment for services rendered by ENGINEER shall be as set forth below:

ENGINEER's compensation under this Amendment 3 is on a lump sum basis. The fee for the Amendment is a not to exceed amount (NTE) of \$304,500, for Engineering Services for Bidding and Construction as listed in the attached Exhibit A.

Current Contract Value: \$667,375 (Includes Amendment 1 & 2)

Add Amendment 3: \$304,500 New Contract Value: \$971,875

5. Except as herein modified, all terms and conditions of the Task Order shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.

OWNER

DATE:

ENGINEER: Kevin C. Irby/Vice President

DATE: 01/18/2024

EXHIBIT A AMENDMENT NO. 3 TO AGREEMENT BETWEEN OWNER AND ENGINEER January 18, 2024

This is an exhibit attached to and made a part of and incorporated by reference into the Original Agreement, dated July 27, 2021 between CDM Smith Inc. (ENGINEER) and Town of Apex (OWNER) for professional services.

1.0 ENGINEER'S SERVICES

ENGINEER has completed Final Design (Task 800) and Permitting (Task 900) for the Sunset Hills Lift Station (SHLS) and is currently providing professional services in support of Bidding (Task 1000) and Construction Administration (Task 1100) of the Sunset Hills Lift Station Upgrades (the Project) as part of Amendment No. 2, which includes design, permitting, bidding, construction administration, start-up services, and record drawings. OWNER has requested ENGINEER provide part-time Resident Project Representative (RPR) services during the construction phase of the Project.

The following describes the additional services to be provided.

2.0 WORK SUMMARY

Under this Amendment No. 3, ENGINEER proposes to provide the additional services for the Project. The work will consist of:

- 1. Additional Project Management and Construction Administration for extended construction period
- 2. Additional Bidding Period
- 3. Providing part-time Resident Project Representative (RPR) services

3.0 SCOPE OF WORK

ENGINEER will provide the following additional services under the previous Amendment No. 1 Tasks, and new RPR task:

- Task 500 Project Management and Meetings
- Task 1000 Bidding and Award
- Task 1100 Construction Contract Administration
- Task 1400 Resident Project Representation

A description of each of the tasks above is provided below. Additional services may be provided by the ENGINEER upon separate written authorization from the OWNER for a mutually agreed upon scope and budget.

Task 500 – Project Management and Meetings

The project management task includes those activities involved with the detailed planning and subsequent monitoring and control of the Amendment No. 3 additional services. In addition to the ENGINEER's normal in-house staff management, document control, job tracking procedures, and invoicing.

This task also includes quality control where the ENGINEER will undertake quality control activities in accordance with the ENGINEER's Quality Management System (QMS) that includes additional monthly reviews and project status reporting, communication plans, and independent specialist reviews.

TASK 1000 – Bidding and Award

The ENGINEER shall provide services for an additional bidding phase under the same assumptions as Amendment No. 1. Under this task, ENGINEER will re-distribute bid packages to prospective bidders, issue addenda, and attend bid opening as needed.

TASK 1100 – Construction Contract Administration

The ENGINEER shall provide services related to this Amendment No. 3 for Contract Construction Administration services under the same assumptions as Amendment No. 1. The following additional services are included:

- Additional three (3) months Construction Administration services. Based upon 15-month final
 completion date (extended from 12 month assumed duration in Amendment 1 from issuance of
 Contractor Notice-to-Proceed (NTP) to Final Completion).
 - o Three (3) additional monthly progress meetings, and applications for payment
 - Fifteen (15) additional half-day construction observation site visits for additional construction duration
 - One (1) additional field order, change order, and work change directive
- Additional daily and weekly project coordination and management of RPR including review of and distribution of daily report, coordination of payment requests and other tasks outlined in Task 1400

TASK 1400 – RESIDENT PROJECT REPRESENTATION

This Agreement includes one Resident Project Representative (RPR) budgeted at 20 hours/week for 15 months (65 weeks) of the assumed final construction period, which includes 1,300 regular time hours. An amendment or additional services will be required if the budget is exceeded for this Task.

Through more extensive on-site inspections of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall use reasonable effort to provide further protection for OWNER against defects and deficiencies in the work of Contractor. However, ENGINEER shall not, during such visits or as a result of such inspections of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety procedures and programs incident to the work of Contractor, for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the work in accordance with the Contract Documents except as expressly provided herein.

At the request of the OWNER, the RPR services are provided on part-time basis and will not be provided during the entire construction period. Therefore, the RPR's Duties and Responsibilities are limited and shall only provide the following tasks while the RPR is on-site.

General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealing with Contractor's subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

Duties and Responsibilities of RPR

Schedules: RPR shall review the progress schedule, schedule of Shop Drawing submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.

Conferences and Meetings: RPR shall attend meetings with Contractor such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings and prepare and circulate copies of minutes thereof.

Liaison: RPR shall serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent, and assist in understanding the intent of Contract Documents; and assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.

RPR shall assist in obtaining from OWNER additional details or information when required for proper execution of the work.

Shop Drawings and Samples

RPR shall advise ENGINEER and Contractor of the commencement of any work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.

Review of Work, Rejection of Defective Work, Inspections and Tests

RPR shall observe the work in progress to assist ENGINEER in determining if the work is proceeding in accordance with the Contract Documents.

RPR shall report to ENGINEER whenever RPR believes that any work will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of work that the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

RPR shall verify that tests, equipment and systems start-ups, and operating and maintenance training are conducted in the presence of appropriate personnel; and that Contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and start-ups.

RPR shall accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

RPR shall coordinate and review the results of tests made by the independent soils and materials testing laboratory.

RPR shall report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

RPR shall consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

Records

RPR shall maintain at the job site orderly electronic files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor, and other Project-related documents.

RPR shall prepare a daily report, keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

RPR shall record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

Reports

RPR shall furnish to ENGINEER periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals. RPR shall consult with ENGINEER in advance of scheduled major tests, inspection, or start of important phases of the work.

RPR will assist with drafting proposed Change Orders and Work Change Directives obtaining backup material from Contractor and recommend to ENGINEER Change Orders, Work Change Directives, and Field Orders. RPR shall report immediately to ENGINEER and OWNER the occurrence of any accident.

Payment Requests

RPR shall review Applications for Payment with Contractor for compliance with the established procedures for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requests to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

Certificates

During the course of the work, RPR shall verify that certificates and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents and have this material delivered to ENGINEER to review for forwarding to OWNER prior to final payment for the work.

Completion

Before ENGINEER issues a Certificate of Substantial Completion, RPR shall submit to Contractor a list of observed items requiring completion or correction. RPR shall observe whether Contractor has performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work including but not limited to those to be performed by public agencies having jurisdiction over the work.

RPR shall conduct a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected. RPR shall observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the work.

When the RPR observes, or has knowledge of, a violation of OSHA or other established safety regulations, RPR shall notify the CONTRACTOR of such violation. If, to the best of the ENGINEER's knowledge and belief, the violation is not promptly corrected, the RPR shall notify the OWNER. Notwithstanding the foregoing, the Contractor shall be responsible for compliance with all OSHA and safety rules and regulations.

Limitations of Authority by RPR

- RPR shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items) unless authorized by ENGINEER.
- RPR shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
- RPR shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
- RPR shall not advise on, issue directions relative to, or assume control over any aspect of the
 means, methods, techniques, sequences, procedures of construction, or health and safety
 procedures unless such advice or directions are specifically required by the Contract Documents.
- RPR shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
- RPR shall not authorize OWNER to occupy the Project in whole or in part.
- RPR shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

TASK 1500 – Unspecified Additional Services Allowance

During the Project, additional services not specified in this Amendment may be needed to support the completion of the work effort. Examples of additional services include additional construction administration and RPR services due to an extended construction duration. These services will be performed by ENGINEER as needed only after being authorized in writing by the OWNER. ENGINEER will prepare a scope and fee and submit to the OWNER for approval. An allowance of \$50,000 is included for work under this task.

3.0 ASSUMPTIONS

The ENGINEER assumptions are the same as those identified in the Main agreement, and Amendment No. 1 and 2

4.0 OWNER'S RESPONSIBILITIES

The responsibilities of OWNER are the same as those identified in the Main agreement, and Amendment No. 1 and 2

5.0 SCHEDULE

It is anticipated that the services related to Amendment No. 3 will add three (3) months of additional time to the construction duration described in Amendments No. 1 and 2. ENGINEER will prepare an updated detailed schedule within the first fifteen (15) calendar days after NTP. Should schedule shift or extend due to OWNER or Contractor delays, an amendment will be necessary.

6.0 PAYMENT AND COMPENSATION

Total compensation to the ENGINEER for the work described above shall be \$304,500, which is comprised of \$254,500 as a lump sum amount and \$50,000 as an additional services allowance. Invoices will be submitted monthly based on estimated project percent complete, with a final invoice submitted once all project deliverables are completed. Additional services, if applicable and approved by the OWNER, will be compensated at an agreed upon lump sum fee. The cost breakdown per task is presented in the table below.

Task	Description	Lump Sum
Task 500	Project Management and Meetings	\$8,000
Task 1000	Bidding and Award	\$5,000
Task 1100	Construction Contract Administration	\$64,500
Task 1400	Resident Project Representation	\$177,000
Task 1500	Additional Services	\$50,000
	TOTAL =	\$304,500

Master Agreement No.: 201	9-0025	
	DO # 2021 404	

TASK ORDER No. 1

UNDER MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

This Task Order ("Task Order"), made as of the 24th day of November, 20²⁰, by and between the Town of Apex (hereafter, "Town") and CDM Smith Inc ("Professional").

WITNESSETH

WHEREAS, Town and Professional entered into a Master Agreement for On-Call Professional Services dated September 4, 2018 ("Master Agreement"); and

WHEREAS, Town has determined it is in need of Services for On-Call Water Resources Professional Engineering, Surveying, Geotechnical, and/or Environmental Engineering Services ("Project"), and Professional desires to provide such Services; and

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows.

1. Recitals, Purpose and Effective Date. The Recitals and the Master Agreement are incorporated into this Task Order. Each party represents and warrants that it has in its possession and is familiar with the Master Agreement, and agrees that such does not need to be attached to this Task Order. The purpose of this Task Order is to set forth specific terms and conditions pursuant to which Professional shall provide Services for the Project. The Project is Sunset Hill Lift Station Improvements and is further identified on Attachment 1 Scope of Work attached hereto and incorporated herein by reference. The Effective Date of this Task Order is the date on which it is executed by the last to execute this Task Order.

2. Commencement and Termination.

- A. Professional's services on Project shall commence upon a Notice to Proceed issued by Town or as otherwise provided in Attachment 1.
- B. If the Master Agreement terminates before the Services provided hereunder are completed, then and in that event the Master Agreement shall continue as to Project until such time as Project is satisfactorily completed.
- 3. <u>Schedule, Milestone Dates.</u> Project schedule, including date by which Services shall be completed, and all deliverables to be delivered is provided in Attachment 1.

4. Fee for Services.

- A. The total compensation for Basic Services is provided in Attachment 1.
- B. The fee for Addition 1 Grant if any, shall be determined as provided in Attachment 1, or, if not so p Page 47 provided in Agreement.

- 5. Key Personnel and Use of Subcontractors.
 - A. Professional's key personnel are provided in Attachment 1.
 - B. If Professional is to use subcontractors for a portion of its Services, then the following applies to such subcontractor(s):

No changes in Professional's key personnel or subcontractors designated in this Task Order as those who will provide Services shall be permitted except with the prior written consent of Town, which consent shall not be unreasonably withheld.

- 6. <u>Insurance.</u> Professional represents and warrants that all insurance requirements set forth in Agreement continue to be met.
- 7. <u>Amendment.</u> This Task Order may be amended only by written amendment of the parties.

In witness thereof, the contracting parties, by their a signatures and seals thisday of	<u> </u>
Professional	Town of Apex
Name:_Kevin C Irby	Drew Havens
Name of Professional (type or print)	Drew Havens, Town Manager
By: (Signature) SMITH SMITH SMITH	
Title: Vice President 1970	
Title: Vice President 1970 Attest: Paul Misling Market Mark	Attest: Donna Hosch
(Secretary, if a corporation)	Town Clerk Lype text here

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

Thomas V. Holloman

Finance Director

ATTACHMENT 1 SCOPE OF WORK

The Project is Sunset Hill Lift Station Improvements
The Basic Services are Engineering evaluations and subsequent design
Project Schedule and Deliverables: 6.5 months from NTP. Deliverables are summarized in Attachment 1
Total Compensation for Basic Services: \$69,775
Method of Determining Fee for Additional Services: Staff time for each task.
Key Personnel: Deandra Hyman, Michael Sloop, Ross Stroud, Beau Mackie, Kevin Irby

ATTACHMENT 1 TO AGREEMENT BETWEEN OWNER AND ENGINEER November 2020

This is an exhibit attached to and made a part of and incorporated by reference into the Original Agreement, dated September 4, 2018 between CDM Smith Inc. (ENGINEER) and Town of Apex (OWNER) for professional services.

1.0 ENGINEER'S SERVICES

The existing Sunset Hill Lift Station (SHLS), located on Sunset Lake Road, consists of a wet well with duplex submersible pumps, below grade valve vault, standby generator, and associated electrical facilities. The SHLS conveys wastewater via an 8-inch force main directly to the wastewater treatment plant, which is located near the intersection of US 1 and NC 55. Projected development within the contributing sewershed is expected to require upgrades to the existing SHLS, including lowering the wet well and possibly increasing pump capacity. The OWNER has indicated the preferred approach is to construct a new SHLS on the existing property, outside the 100-year floodplain and that will avoid the proposed greenway. Figure 1 shows the approximate location of the existing and conceptual proposed SHLS.

This Scope of Work includes developing future flow projections to the SHLS, developing a hydraulic model for the proposed SHLS and force main, performing model simulations based on existing and future flow projections, collecting geotechnical information at the approximate location of the proposed wet well, performing a preliminary engineering evaluation to determine the required pump and force main capacity, and consideration of a phased implementation approach is recommended. A future Task Order will be developed to include design, permitting, bidding, and construction administration and observation services for the proposed improvements.

2.0 SCOPE OF WORK

ENGINEER will provide the following services under this Scope or Work:

- Task 100 Project Management and Data Collection
- Task 200 Future Flow Projections
- Task 300 Geotechnical Investigations
- Task 400 Preliminary Engineering Evaluation

A description of each of the tasks above is provided below. Additional services may be provided by the ENGINEER upon separate written authorization from the OWNER for a mutually agreed upon scope and budget.

Task 100 – Project Management and Data Collection

The project management task includes those activities involved with the planning and subsequent monitoring and control of the project. This Scope of Work assumes a duration of six (6) months. In addition to the ENGINEER's normal in-house staff management, document control, job tracking procedures, and invoicing, the following subtasks will be considered project management services:

Project Initiation

schedule, administrative procedures, respective responsibilities, communications, OWNER contacts, OWNER expectations, progress reporting, data collection, and other project matters. Key stakeholders of the OWNER and ENGINEER's project team are expected to attend.

Quality Control

ENGINEER will undertake quality control activities in accordance with the ENGINEER's Quality Management System (QMS) that includes monthly reviews and project status reporting, communication plans, and independent specialist reviews.

Data Collection

The OWNER will provide and ENGINEER will review the following information:

- Current GIS including, but not limited to wastewater infrastructure, water infrastructure, tax parcels, 2045 land use, streams, floodplain, easements, roads, topography, and other information pertinent to this evaluation.
- OWNER's wastewater collection system master plan.
- Previous engineering or other evaluations related to the SHLS.
- Record drawings for the SHLS and force main as well as the gravity sewer immediately upstream of the SHLS.
- SHLS information including pump make and model, pump curves, drawdown test results (if
 available), existing wet well depth, pump on/off levels, and other operation data and elevations
 of sewer entering the SHLS.
- Flow data into the SHLS, obtained by others for the OWNER.
- Information on the planned greenway improvements as it applies to the SHLS evaluation.
- Information on the proposed school, including location, wastewater collection system infrastructure, and projected wastewater flows.
- Approximate upstream gravity sewer elevations to be used in determining the proposed wet well depth.
- Information for the North Carolina Department of Transportation project that includes replacement of existing culverts and associated impacts to predicted flood elevation at the SHLS. Also, available information on the 54-inch casing under I-540.
- Design drawings for the regional lift station currently being bid by a private developer.
- Available condition information for the SHLS.
- Wastewater flow for the Colvin Park neighborhood, which currently flows to the Town of Cary but will be switched to the SHLS in the future.
- Town of Apex 2045 Land Use Plan.

ENGINEER will perform a site visit of the existing SHLS site to collect information on the location for the proposed SHLS as well as asses the condition of the existing electrical equipment to determine their suitability to be used for the future SHLS.

Task 200 -Flow Projections

ENGINEER will develop build-out flow projections for the existing sewershed based on the May 5 2020 flow monitoring study and information included in the 2045 Land Use Plan and Traffic Analysis Zone planning data. Average daily dry weather wastewater flow projections for currently undeveloped parcels will be based on industry standard waste actor will be applied to the dry weather flow to Page 51 - Page

- Existing Flows
- Existing Flows with the Proposed School
- Existing Flows with the Proposed School and Colvin Park neighborhood
- Build-Out Flows.

ENGINEER will virtually meet with the OWNER to present the results of the evaluation and finalize the flow projections.

Task 300 – Geotechnical Investigation

ENGINEER will retain the services of a subcontractor to perform a geotechnical investigation to observe subsurface conditions and support the design of the project. The scope of the subsurface investigation will consist one (1) Standard Penetration Test (SPT) boring at the anticipated future wet well location, as shown on Figure 1. In general, drill depth will extend to 2 feet below the anticipated proposed structure invert. Where refusal is encountered above the planned depth of boring, rock coring will be performed for up to five (5) feet or to a depth of two (2) feet below the structure invert, whichever is less. The boring will be backfilled with soil cuttings.

Upon completion of the geotechnical investigation, ENGINEER will prepare a geotechnical data report summarizing the subsurface conditions observed in the borings and containing the data (boring log, laboratory testing, etc.) collected during the investigation, foundation design recommendations, and construction considerations. Horizontal location of the test hole will be located using GPS services.

TASK 400 – PRELIMINARY ENGINEERING EVALUATION

ENGINEER will perform a preliminary engineering evaluation, which will consist of development of a hydraulic model, a phased improvements evaluation, and development of a technical memorandum, as presented below.

Task 401 – Hydraulic Model Development

ENGINEER will develop a steady state hydraulic model of the existing and proposed SHLS and force main using WaterGEMS software. The model set-up will be based on record drawing information for the existing SHLS (with actual wet well depth) and force main elevations and GIS information for the proposed SHLS and future force main (if needed) elevations. Existing and future dry-weather and peak wet-weather flows will be as determined in Task 200. The model will be verified through a comparison to existing flow and pressure data, to be provided by OWNER.

Task 402 – Phased Improvements Evaluation

ENGINEER will perform an evaluation to determine the required pump station capacity for the flow scenarios developed in Task 200. Based on the results of the evaluation, ENGINEER will develop preliminary design recommendations for pump selection and wet well dimensions to maximize the capacity of the existing force main. If it is determined that the pumps will need to be replaced (full pump replacement, not just an increase in impeller diameter), the wet well enlarged, and/or the force main upsized based on the build-out flow, ENGINEER will determine the flow at which these upgrades will be recommended. This will allow the OWNER the ability to determine the flow trigger to make the upgrades and how the upgrades should be factored into the initial design for the replacement SHLS (e.g. whether to oversize the wet well now to accommodate future flows). If the force main is required to be upsized, it is assumed that the replacement force main will discharge into the wet well of a developer-constructed regional lift station, located north of the SHLS, or will parallel or replace the existing force main to the WWTP. ENGINEER will develop conceptual opinions of probable construction cost for the phased improvements.

A preliminary site layout for the proposed SHL. eloped, which will utilize GIS data and aerial photography to overlap the key infrastructure. Page 52 - ents.

ENGINEER will facilitate a workshop with the OWNER to present the results of the preliminary evaluation and identify the OWNER's preferred recommendations. These recommendations will serve as the foundation for the design to be performed by ENGINEER in a subsequent Task Order. ENGINEER will document the workshop discussion in meeting minutes and distribute to attendees.

Task 403 – Technical Memorandum

ENGINEER will prepare a draft Technical Memorandum (TM) summarizing development of the flow projections, results of the geotechnical investigation, results of the preliminary engineering evaluation, and improvements recommended to be moved forward into final design. ENGINEER will conduct a virtual meeting with the OWNER to present the findings and receive comments. Comments will be addressed, and a final TM will be issued to the OWNER.

3.0 ASSUMPTIONS

The following assumptions were made during development of this Scope of Work. Changes to these assumptions can be included as an Amendment to this Agreement.

- Flow projections will be developed for the scenarios included in Task 200. Flow projections for interim planning periods will not be developed or modeled.
- The proposed SHLS may include variable frequency drives.
- The hydraulic evaluation includes the pump station and force main only. The upstream collection system is assumed to be adequately sized for the existing and future flows.
- The profile for the proposed force main to the developer-constructed regional lift station will be based on assumed depth of four (4) feet below existing GIS topography.
- The proposed force main will not manifold with another force main.
- The existing force main does not manifold with another force main. The OWNER will provide the water elevation at the discharge point at the wastewater treatment plant to be assumed for the boundary condition.
- One (1) layout for the proposed SHLS will be developed.
- ENGINEER may rely upon the accuracy of OWNER provided data for the execution of the project.

4.0 OWNER'S RESPONSIBILITIES

The responsibilities of OWNER in addition to those in the main agreement are as follows:

- Provide ENGINEER with all requested data.
- Provide access to site as needed.
- OWNER shall provide review comments on submittals within two (2) weeks of receipt of deliverable.
- OWNER shall coordinate communications with other Town Departments, such as the Planning and Parks and Recreation Services.

5.0 SCHEDULE

It is anticipated that the project will take six (6) mathe to a mplete, starting within two weeks of receipt of a formal notice to proceed (NTP). EN - Page 53 - It prepare an updated detailed schedule within the first thirty (30) calendar days after NTP.

6.0 PAYMENT AND COMPENSATION

Total compensation to the ENGINEER for the work described above shall be a lump sum fee not to exceed of \$69,775, unless changed by a duly authorized amendment. Invoices will be submitted monthly based on estimated project percent complete, with a final invoice submitted once all project deliverables are completed. Additional services, if applicable and approved by the OWNER, will be compensated at an agreed upon lump sum fee. The cost breakdown per task is presented in the table below.

Task	Description	Lump Sum
100	Project Management and Data Collection	\$10,325
200	Future Flow Projections	\$5,100
300	Geotechnical Investigations	\$4,350
Subconsultant	F&R Soil Boring and Testing	\$7,680
400	Preliminary Engineering	\$42,320
	TOTAL =	\$69,775

AMENDMENT NO.: 1 TO AGREEMENT BETWEEN OWNER AND ENGINEER

This Amendment No.: 1 is made and entered into this day of October, 2021 to the Task Order No. 1 made as of November 24, 2020 ("Task Order") under the Master Agreement for On-Call Professional Services between the Town of Apex ("OWNER") and CDM Smith Inc. ("ENGINEER") dated September 4, 2018 ("Master Agreement").

WHEREAS, OWNER and ENGINEER entered into the Agreement for the Sunset Hills Lift Station Improvements Project ("Project"), and

WHEREAS, the parties desire to amend the Task Order so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of ENGINEER; and

WHEREAS, the Task Order provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Task Order as follows:

- 1. The Basic Services of ENGINEER as described in the Task Order are amended and supplemented as follows:
 - Design, permitting, bidding and construction administration and observation, start-up services, and record drawings for the Project as identified in attached Exhibit A.
- 2. The responsibilities of OWNER as described in the Task Order are amended and supplemented as follows:

See Exhibit A.

- 3. The time periods for the performance of ENGINEER's services as set forth in the Task Order are amended and supplemented as follows:
 - ENGINEER to begin within one (1) week of receiving OWNER's Notice To Proceed (NTP) and complete the services within twenty-six (26) months or as directed by the OWNER
- 4. The payment for services rendered by ENGINEER shall be as set forth below:

ENGINEER's compensation under this Amendment 1 is on a lump sum basis. The fee for the Amendment is a not to exceed amount (NTE) of \$537,600, for Engineering Services for Design and Construction as listed in the attached Exhibit A.

Current Contract Value: \$69,775 Add Amendment 1: \$537,600 New Contract Value: \$607,375

5. Except as herein modified, all terms and conditions of the Task Order shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.

OWNER DATE:

Catherine Crosby Town Manager

. .

ENGINEER

DATE: 10/18/2021

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

Vance Holl

__ Vance Holloman Finance Director

EXHIBIT A TO AGREEMENT BETWEEN OWNER AND ENGINEER October 15, 2021

This is an exhibit attached to and made a part of and incorporated by reference into the Original Agreement, dated July 27, 2021, between CDM Smith Inc. (ENGINEER) and Town of Apex (OWNER) for professional services.

1.0 ENGINEER'S SERVICES

ENGINEER recently completed an evaluation of the Sunset Hills Lift Station (SHLS) and subsequent Technical Memorandum which resulted in the recommendation of lift station upgrades, conceptual site layout and future force main size increase. The OWNER has requested that the ENGINEER provide professional engineering services in support of the design of the Sunset Hills Lift Station Upgrades (the Project). This Amendment No. 1 includes the next phases of the Project including, design, permitting, bidding, construction administration and observation, start-up services, and record drawings.

2.0 SCOPE OF WORK

ENGINEER will provide the following services under this Scope of Work:

- Task 500 Project Management and Meetings
- Task 600 Surveying, SUE and Mapping
- Task 700 Geotechnical Investigation
- Task 800 Final Design
- Task 900 Permits and Approvals
- Task 1000 Bidding and Award
- Task 1100 Construction Contract Administration
- Task 1200 Start-up and Training
- Task 1300 Record Drawings and Closeout

A description of each of the tasks above is provided below. Additional services may be provided by the ENGINEER upon separate written authorization from the OWNER for a mutually agreed upon scope and budget.

Task 500 - Project Management and Meetings

The project management task includes those activities involved with the detailed planning and subsequent monitoring and control of the Project. This Scope of Work assumes a duration of 26 months. In addition to the ENGINEER's normal in-house staff management, document control, job tracking procedures, and invoicing.

This task also includes quality control where the ENGINEER will undertake quality control activities in accordance with the ENGINEER's Quality Management System (QMS) that includes monthly reviews and project status reporting, communication plans, and independent specialist reviews.

Task 600 – Surveying, SUE, and Mapping

The ENGINEER and its sub-consultant shall perform surveying services to provide accurate information as to the horizontal and vertical locations of all existing structures, land features, property identification, and utilities to allow for the proper design of the new lift station.

All surveying shall be in accordance with current North Carolina surveying standards and conducted using conventional, GPS, or other accepted methods. Local benchmark(s) as established by the National Geodetic Survey shall be used to establish horizontal and vertical control within the Project limits. The NAD83 and NAVD88 horizontal and vertical datums, respectively, shall be used.

Field Survey

An existing conditions survey will be performed to the area shown in Figure 1. Surface features will be located by the survey inclusive of existing structures, parking areas, greenway (within the proximity of the proposed lift station site), concrete pads, gravel and paved driveways and parking areas, fences, ditches, parcel data, adjacent parcel data, adjacent roadway rights-of-way and visible improvements within the project area. Individual trees within parking/landscaped areas will be field located and identified on the final plan. Edges of wooded areas will be field located. Individual trees within wooded/natural areas will not be field located and are specifically excluded from this proposal.

Visible above ground evidence of utilities to include power poles, valves, stormwater culverts, etc. will be located by the survey. Corresponding top, bottom and invert elevations of storm and sanitary structures that are accessible will also be recorded. Pipe sizes entering and exiting these structures will also be noted where accurately attainable. Storm drainage and sanitary systems will be traced and located to one structure beyond the survey limits of the project. Above ground visible evidence of utilities will be located and shown on the final deliverable.

A topographic survey of the area will be performed within the survey area. Elevations will be shown to the nearest 0.1' on lawn or "soft" areas and to the nearest 0.01' on paved or "hard" surfaces elevations. Contours will be created at a one-foot interval.

Subsurface Utility Engineering (SUE) Quality Level B

Level B SUE is the method by which approximate horizontal data is acquired for underground utilities, such as water, force main, electric, etc. The utilities shall be marked with paint or flags and then surveyed. The utilities shall be located utilizing electromagnetic equipment. Inside the property lines of the existing lift station, the SUE will be supplemented with information from available record drawings and plant staff knowledge of the facility. Level B SUE shall be performed within the entire Project area limits included in the Field Survey.

Task 700 – Geotechnical Investigation

The ENGINEER has included one (1) soil boring that will be performed in addition to the one (1) soil boring performed during the evaluation stage under the previous agreement to confirm presence of partially weather rock and the foundation design of the proposed wet well.

ENGINEER will retain the services of a subcontractor to perform a geotechnical investigation to observe subsurface conditions and support the design of the Project. The scope of the subsurface investigation will consist of one (1) Standard Penetration Test (SPT) boring at the future wet well location. In general, drill depth will extend to 2 feet below the proposed structure invert, which is estimated to be approximately 30 feet, and rock coring up to 10 feet. Where refusal is encountered above the planned depth of boring, rock coring will be performed for up to five (5) feet or to a depth of two (2) feet below the structure invert, whichever is less. The boring will be backfilled with soil cuttings.

Upon completion of the geotechnical investigation, ENGINEER will prepare a geotechnical data report summarizing the subsurface conditions observed in the borings and containing the data (boring log, laboratory testing, etc.) collected during the investigation, foundation design recommendations, and construction considerations. Horizontal location of the test hole will be located using GPS services and marked for survey.

Task 800 – Final Design

ENGINEER shall develop the final design of the lift station facilities, which consist of the following:

A new triplex submersible lift station with two (2) 75 HP submersible pumps and firm capacity of 0.8 million gallons per day (mgd) (550 gallons per minute (gpm)) with expansion capable of up to approximately 2.5 MGD for buildout flows. Design will include site improvements as well as associated electrical (including outdoor standby generator), SCADA, and structural. Site improvements will consist of adding up to 2 feet of fill and relocating structures out of the 100-year flood plain.

Design Drawings and Specifications

ENGINEER shall prepare Contract Documents to include final drawings showing the scope, extent, and character of the work to be performed and furnished by Contractor, and Technical Specifications (which shall be prepared in general conformance with the 50-division format of the Construction Specifications Institute). The OWNER's front end (Division 0) specifications will be used. ENGINEER will develop all technical specifications. The Contract Documents will be developed as a single package assuming one construction project.

Drawings shall be prepared on 22"x 34" sheets. Plan drawings will be at 1" = 10' horizontal scale. Profile drawings for piping is not anticipated. For purposes of establishing a budget the following drawing list has been developed:

General

Cover and Sheet Index

• General Notes, Abbreviations

Civil

- Pump Station Existing Site/Demo Plan Paving, Grading, E&S
- Pump Station Site Plan and Yard Piping Plan
- Plan and profile for gravity sewer and force main tie-ins
- Civil Details (up to 3 sheets)

Structural

- Structural General Notes and Abbreviations
- Wetwell and Valve Vault Top & Foundation Plan
- Wetwell and Valve Vault Sections and Details
- Odor Control System and Generator Foundation Plans and Sections
- Standard Concrete Details I
- Standard Concrete Details II
- Standard Miscellaneous Metals Details
- Structural Special Inspections I
- Structural Special Inspections II

Mechanical

- Mechanical General Notes & Legend
- Pump Station Plan and Section I
- Pump Station Section II
- Odor Control
- Mechanical Details (up to 2 sheets)

Electrical

- Electrical Legend I
- Electrical Legend II
- Electrical Notes
- Electrical Site Plan
- Single Line Diagram
- Riser and Control Diagrams
- Sunset Hills Pump Station Electrical Plan
- Electrical Details

Automation

- Automation Legend I
- Automation Legend II
- System Architecture Drawing (this will show communications interfaces)
- P&ID Sunset Hills Triplex Pump Station
- P&ID Odor Control System
- P&ID Miscellaneous Electrical System Monitoring
- Instrumentation Installation Diagrams I

ENGINEER will provide design documents for OWNER's review at the 60, and 90 percent milestones. Key technical specifications will be provided at the 60 percent milestone and full specifications will be provided at subsequent milestones. ENGINEER will submit the 60 percent, 90 percent and bid set packages electronically in PDF format to the OWNER for review. ENGINEER will meet with OWNER to discuss review comments at the 60 and 90 percent milestones.

The final bid set will be issued after permits have been acquired. Up to three (3) full size and three (3) half size hard copies and an electronic copy (PDF) of the final drawings and specifications will be provided to the OWNER.

Additionally, the ENGINEER will provide a preliminary site plan prior to the 60% submittal for owner review and comment.

Opinion of Probable Construction Costs

The ENGINEER shall update the opinion of probable construction cost (OPCC) at 60 percent and with the final Bid Set.

Deliverables

ENGINEER will provide submittals at the 60 and 90 percent design stages for OWNER review. ENGINEER will meet with the OWNER to discuss review comments for each of the design submittals. Meeting minutes and follow-up action items will be developed and distributed to meeting attendees. After review comments have been addressed from the 90 percent submittal, a Final Bid Set will be developed for bid advertisement.

- 60% Design Submittal includes key technical specifications, a majority of the design drawings and an updated OPCC.
- 90% Design Submittal includes all specifications and design drawings in enough detail to submit signed and sealed sets for permits.
- Bid Set includes final contract documents (all drawings and specifications advanced to 100%) and updated OPCC.

Review Meetings

ENGINEER will meet with OWNER to discuss the preliminary site plan as well as review comments on the 60 and 90 percent submittals.

TASK 900 – Permits and Approvals

ENGINEER will prepare the applications for the required permits and approvals for submittal to the respective agencies. ENGINEER will prepare the submittal packages and submit to the applicable regulatory agency on the OWNER's behalf, unless the OWNER elects to submit them. The following permits and approvals are assumed to be required:

NCDEQ Fast-Track Sewer System Extension Permit (Pump Station)

- Town of Apex Floodplain Development Permit and No-Rise Certification
- Town of Apex Minor Site Plan and Construction Plan

ENGINEER will coordinate with the regulatory agencies as necessary throughout the permit application and review process. As part of this subtask, once the permit applications are submitted, ENGINEER shall maintain contact with the regulatory agencies to monitor and, where possible, facilitate the review process.

It is assumed that generator included as part of this Project will be an emergency generator and will be exempt from air quality permitting under 15A NCAC 02q .0807.

Permitting fees will be paid by the ENGINEER and have been included as part of the fee. It is assumed that no delineations are needed for jurisdictional Waters of the US or State. It is assumed that no Stormwater Permitting or NCDOT driveway permits will be required.

TASK 1000 – Bidding and Award

ENGINEER shall perform the following services related to Bidding and Award. This Scope of Work assumes that the design will be distributed as a single bid package. Under this task, ENGINEER will distribute bid packages to prospective bidders, attend a pre-bid meeting and develop/distribute meeting minutes to attendees, issue addenda as needed, and prepare a bid tabulation sheet and recommendation to award. Pre-qualification of bidders is not included.

TASK 1100 – Construction Contract Administration

The ENGINEER shall provide Contract Construction Administration services for the construction package based on assumed duration of 12 months from issuance of Contractor Notice-to-Proceed (NTP) to Final Completion. An increase in construction duration will require an Amendment.

ENGINEER shall consult with and advise OWNER and act as OWNER's representative as set forth herein. OWNER's instructions to the Contractor shall be issued through ENGINEER who shall have the authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement. Conformed drawings and technical specifications will be prepared that incorporate addenda and bid alternatives prior to the start of construction.

Meetings

The ENGINEER shall participate in a pre-construction meeting with the OWNER and contractor to kick-off the Project. An agenda will be developed for the meeting and minutes compiled and distributed to all meeting participants.

The ENGINEER shall meet with OWNER and contractor representative and other key Project team members on a monthly basis to discuss Project progress and all significant issues. A total of 12 monthly progress meetings are assumed.

Project Coordination/Management

The ENGINEER shall coordinate work efforts between all key project team members including the OWNER, subconsultants and other local entities having input into this Project (i.e NCDEQ, etc.). The ENGINEER shall also provide day-to-day project management and adherence to project schedule and budget.

Visits to Site and Observation of Construction

ENGINEER shall make visits to the site at intervals appropriate to the stage of construction to observe as an experienced and qualified design professional the progress and quality of the work and to determine if the work is proceeding in accordance with the Contract Documents. However, ENGINEER's observations shall not be intended to involve work beyond the responsibility specifically assigned to ENGINEER in this Agreement and the Contract Documents. On the basis of on-site observations, ENGINEER shall keep the OWNER informed of the progress and quality of the work and shall alert the OWNER to defects and deficiencies in the work of the Contractor. ENGINEER shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures of construction selected by Contractor or for safety and environmental programs and precautions incidental to the work. ENGINEER shall not be responsible for the failure of the Contractor, their Subcontractors, or any other persons performing any of the work to comply with laws, rules, regulations, ordinances, code, or orders, or for failure of any of them to carry out the work in accordance with the Contract Documents except as otherwise expressly provided herein.

The purpose of ENGINEER's visits to the site shall be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor shall conform to the Contract Documents, and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor.

Up to one half day per week during the assumed 12-month construction duration has been included for onsite observation by the ENGINEER (in addition to the OWNER'S RPR). When possible, the site visits shall coincide with monthly progress meetings.

Defective Work

ENGINEER shall have authority to disapprove or reject Contractors' work while it is in progress if ENGINEER believes that such work does not conform to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents. ENGINEER shall have access to the work at all times.

Shop Drawings

ENGINEER shall review and approve or take other appropriate action with respect to Shop Drawings, samples, and other data which Contractor is required to submit, but only for conformance with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents and in compliance with the information given in the Contract Documents. Such reviews or other action shall not

include means, methods, techniques, sequences, or procedures of construction or safety programs and precautions incident thereto. It is assumed that shop drawings will be reviewed no more than twice by ENGINEER, and that subsequent submittal reviews will be at the Contractor's expense. Up to 25 shop drawings have been assumed for this Scope of Work.

Clarifications and Interpretations: Field Orders

ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. ENGINEER will respond to Request for Information (RFI) submittals from the Contractor. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents. Field Orders shall not involve change in Contract Price or Time. Up to six (6) RFI's have been assumed for this Scope of Work.

Change Orders and Work Change Directives

ENGINEER shall recommend Change Orders and Work Change Directives to OWNER as appropriate and shall prepare Change Orders and Work Change Directives as required. ENGINEER shall not issue such Change Orders and Work Change Directives until OWNER has approved and accepted Contractor's cost and schedule change to implement such Change Orders and Work Change Directives. Up to three (3) work change directives have been assumed for this Scope of Work.

Substitutes

ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor.

Inspections and Tests

ENGINEER shall make recommendations to OWNER regarding the advisability of requiring special inspections or testing of the Work and have authority to receive and review all certificates of inspections, testing, and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents. It is assumed OWNER will contract separately with a special inspections firm, and that ENGINEER will review the results of those tests and inspections.

Disagreements between OWNER and Contractor

ENGINEER shall act as initial interpreter of the requirements of the Contract Documents, judge the acceptability of the work, and make decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and not be liable for the results of any such interpretations or decisions rendered in good faith. This Scope of Work assumes that no mediation, litigation, or other legal and/or third-party involvement for change orders, liquidated damages, or disagreements between OWNER and Contractor shall be required.

Applications for Payment

Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data, and schedules ENGINEER shall determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractors being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in this task are expressly subject to the limitations set forth herein and other express or general limitations in this Agreement and elsewhere.

Contractor's Completion Documents

ENGINEER shall receive, review, and transmit to OWNER with written comments maintenance and operating instructions, schedules, guarantees, certificates of insurance, marked-up record drawings (including shop drawings, samples and other pertinent data), bonds, certificates of inspection, and tests and approvals of equipment which are to be provided by Contractor in accordance with the Contract Documents. ENGINEER shall determine that their content complies with the requirements of the Contract Documents.

Substantial Completion

Following notice from Contractor that Contractor considers the entire work ready for its intended use, ENGINEER and OWNER, accompanied by Contractor, shall conduct one (1) inspection to determine if the work is substantially complete. If after considering any objections by the OWNER, ENGINEER considers the work substantially complete, then ENGINEER shall deliver a notice of substantial completion to OWNER and Contractor.

ENGINEER shall conduct a final inspection to determine if the completed work is acceptable to ENGINEER and OWNER so that ENGINEER may recommend, in writing, final payment to Contractor and may give written notice to OWNER and Contractor that the work is acceptable, subject to any conditions therein expressed. Accompanying the recommendation for final payment, ENGINEER shall indicate that the work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services performed and furnished by ENGINEER under this Agreement.

ENGINEER shall provide ENGINEER's certification that the work has been completed in accordance with OWNER's approved plans and specifications.

Final notice services will be performed for the construction contract.

Final Notice of Acceptability of Work

Prior to final payment to the Contractor, and in company with the OWNER, ENGINEER shall visit the Project to observe any apparent defects in the completed work, assist OWNER in consultations and discussions with Contractor concerning correction of such defects, and make recommendations as to replacement or correction of defective work.

TASK 1200 - Start-up

The ENGINEER shall provide start-up services for the new pump station and associated equipment after final completion of all work has been performed. An operations and maintenance manual will be developed for the constructed facilities. Related subtask described below.

On-Site Startup Support

ENGINEER shall provide startup assistance for the constructed facilities. The ENGINEER shall provide an operations and maintenance (O&M) Specialist for up to 1 day of on-site support to assist the OWNER in the testing and commissioning of the project.

In addition, an O&M Specialist will review the contractor's startup and testing program and instructions for field, performance testing, and manufacturer's startup activities, including checkout, testing and initial operations. Written comments will be provided to the OWNER and contractor after review.

An O&M Specialist will observe the contractor's startup activities, wet testing and performance testing and initial startup and operation by manufacturer's representatives. The O&M Specialist will observe, witness, and document all startup and testing activities of the contractor and manufacturer and provide written documentation to the OWNER.

An O&M Specialist will review the vendor supplied O&M manuals for compliance with specifications for level of detail and appropriateness of the manual content. The vendor manuals will be reviewed for appropriate guidance to maintain and repair the installed equipment, as well as providing trouble-shooting guidelines, and appropriate component information.

TASK 1300 - Record Drawings and Closeout

ENGINEER shall prepare a set of reproducible record prints of Record Drawings showing those changes made during the construction process based on the marked-up prints, shop drawings, drawings, and other data furnished by the Contractor to ENGINEER for the bid package. The record prints shall also incorporate the changes made during construction. ENGINEER shall provide a signed and sealed pdf of the record drawings as well as the electronic drawing files (in the latest version of AutoCAD or such version as the parties agree to the OWNER).

3.0 ASSUMPTIONS

The ENGINEER has made the following assumptions in addition to the assumptions included in the scope of services listed above. Changes to these assumptions can be included as an Amendment to this Agreement.

- Only the permits included in Task 900 will be required.
- Permanent and/or temporary easements will not be required
- Cathodic protection for pipelines will not be required.
- ENGINEER may rely upon the accuracy of OWNER provided data for the execution of the Project.
- Up to one (1) bidding phase will be performed

4.0 OWNER'S RESPONSIBILITIES

The responsibilities of OWNER in addition to those in the main agreement are as follows:

- Provide ENGINEER with all requested data.
- Provide access to site as needed.
- OWNER shall provide review comments on submittals within two (2) weeks of receipt of deliverable.
- OWNER shall pay all Stormwater NPDES coverage annual fees, and other fees not specifically listed in this Scope of Work.
- OWNER shall coordinate communications with other Town Departments, such as the Planning and Parks and Recreation Services.
- OWNER will provide a RPR full-time for a more continuous observation of work than described in Task 1100 performed by the ENGINEER.

5.0 SCHEDULE

It is anticipated that the project will take twenty-six (26) months to complete, starting within two weeks of receipt of a formal notice to proceed (NTP). ENGINEER will prepare an updated detailed schedule within the first thirty (30) calendar days after NTP. Should schedule shift or extend due to OWNER or Contractor delays, an amendment will be necessary.

6.0 PAYMENT AND COMPENSATION

Total compensation to the ENGINEER for the work described above shall be a lump sum fee not to exceed of \$537,600 unless changed by a duly authorized amendment. Invoices will be submitted monthly based on estimated project percent complete, with a final invoice submitted once all project deliverables are completed. Additional services, if applicable and approved by the OWNER, will be compensated at an agreed upon lump sum fee. The cost breakdown per task is presented in the table below.

Task	Description	Lump Sum
Task 500	Project Management and Meetings	\$37,100
Task 600	Surveying and Mapping	\$11,800
Task 700	Geotechnical Investigation	\$10,000
Task 800	Final Design	\$278,300
Task 900	Permits and Approvals	\$41,200
Task 1000	Bidding and Award	\$19,200
Task 1100	Construction Contract Administration	\$115,000
Task 1200	Start-up	\$8,000
Task 1300	Record Drawings and Closeout	\$17,000
	TOTAL =	\$537,600

FIGURE 1 - PROPOSED SURVEY LIMITS



AMENDMENT NO.: 2 TO AGREEMENT BETWEEN OWNER AND ENGINEER

This Amendment No.: 2 is made and entered into this day of 315 pt 1, 2022 to the Task Order No. 1 made as of November 24, 2020 ("Task Order") under the Master Agreement for On-Call Professional Services between the Town of Apex ("OWNER") and CDM Smith Inc. ("ENGINEER") dated September 4, 2018 ("Master Agreement").

WHEREAS, OWNER and ENGINEER entered into the Agreement for the Sunset Hills Lift Station Improvements Project ("Project"), and

WHEREAS, the parties desire to amend the Task Order so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of ENGINEER; and

WHEREAS, the Task Order provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Task Order as follows:

- 1. The Basic Services of ENGINEER as described in the Task Order are amended and supplemented as follows:

 Preliminary design, final design, permitting, bidding, construction administration, observation, start-up services, and record drawings for landscaping and odor control improvements as identified in attached Exhibit A.
- 2. The responsibilities of OWNER as described in the Task Order are amended and supplemented as follows: See Exhibit A.
- 3. The time periods for the performance of ENGINEER's services as set forth in the Task Order are amended and supplemented as follows:
 - ENGINEER to begin within one (1) week of receiving OWNER's Notice to Proceed (NTP) and prepare an updated detailed schedule within the first fifteen (15) calendar days after NTP or as directed by the OWNER
- 4. The payment for services rendered by ENGINEER shall be as set forth below:

ENGINEER's compensation under this Amendment 2 is on a lump sum basis. The fee for the Amendment is a not to exceed amount (NTE) of \$60,000, for Vapor Phase Odor Control and Landscaping Improvements as listed in the attached Exhibit A.

Current Contract Value: \$607,375 (Includes Amendment 1)

Add Amendment 2: \$60,000 New Contract Value: \$667,375

5. Except as herein modified, all terms and conditions of the Task Order shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.

v.8-2018 Page 1

OWNER

DATE.

kevin Irby

ENGINEER

DATE: 7/21/2022

DRAFT - EXHIBIT A AMENDMENT NO. 2 TO AGREEMENT BETWEEN OWNER AND ENGINEER June 07, 2022

This is an exhibit attached to and made a part of and incorporated by reference into the Original Agreement, dated July 27, 2021 between CDM Smith Inc. (ENGINEER) and Town of Apex (OWNER) for professional services.

1.0 ENGINEER'S SERVICES

ENGINEER completed an evaluation of the Sunset Hills Lift Station (SHLS) and subsequent Technical Memorandum and is currently providing professional engineering services in support of the design of the Sunset Hills Lift Station Upgrades (the Project) as part of Amendment No. 1, which includes design, permitting, bidding, construction administration and observation, start-up services, and record drawings. ENGINEER recently completed the 60-percent design deliverable dated April 2022 for the Project. During the development of the 60-percent design submittal, the ENGINEER identified components of the design outside of the scope of the original contract and Amendment No. 1 for the Project.

This Amendment No. 2 will include additional engineering services identified for the Project that include vapor phase odor control and landscaping improvements. The following describes the additional services under the previous Tasks from Amendment No. 1 to be provided.

2.0 WORK SUMMARY

Under this Amendment No. 2, ENGINEER proposes to provide the additional design and engineering services for the Project. The work will consist of:

- 1. Providing vapor phase odor control preliminary design services prior to advancing to 90-percent final design. These design services are summarized below as Task 400.
- 2. Provide vapor phase odor control final design services beginning at the 90-percent design deliverable as described in Task 800.
- 3. Providing landscaping at the SHLS site to meet OWNER screening and buffer requirements as described in Task 800.

3.0 SCOPE OF WORK

ENGINEER will provide the following additional services under the previous Amendment No. 1 Tasks:

- Task 400 Vapor Phase Odor Control Preliminary Design
- Task 500 Project Management and Meetings
- Task 800 Final Design
- Task 1000 Bidding and Award

- Task 1100 Construction Contract Administration
- Task 1200 Start-up and Training
- Task 1300 Record Drawings and Closeout

A description of each of the tasks above is provided below. Additional services may be provided by the ENGINEER upon separate written authorization from the OWNER for a mutually agreed upon scope and budget.

TASK 400 – Preliminary Engineering Evaluation

ENGINEER will perform an engineering evaluation, which will consist of odor control sampling, and an equipment alternatives analysis as presented below:

Task 404 – Odor Control Sampling and Vapor Phase Equipment Alternatives Analysis

ENGINEER will perform odor control sampling of the lift station to identify the hydrogen sulfide (H2S) levels for use in sizing the odor control equipment. This sampling will include setting a hydrogen sulfide sampling unit at the wetwell for a minimum of 1 week and up to 2 weeks of data collection. This data will be analyzed and provided to odor control equipment manufacturers.

ENGINEER will coordinate with up to two (2) vapor phase odor control manufacturers on the selection, design, and sizing of equipment. Design considerations include ventilation rate, strength of odors, airflow volume, odor removal performance, required installation footprint, operation and maintenance (O&M), and estimated costs. An alternatives analysis will be completed on two (2) treatment alternatives including carbon adsorption systems, and biological systems.

ENGINEER will provide a recommendation to the OWNER to present the results of the preliminary evaluation and identify the OWNER's preferences. These recommendations will serve as the foundation for the design to be performed by the ENGINEER in Task 800 as described in this Amendment. ENGINEER will document the recommendation to the Owner in an email.

Task 500 - Project Management and Meetings

The project management task includes those activities involved with the detailed planning and subsequent monitoring and control of the Amendment No. 2 additional services. In addition to the ENGINEER's normal in-house staff management, document control, job tracking procedures, and invoicing.

This task also includes quality control where the ENGINEER will undertake quality control activities in accordance with the ENGINEER's Quality Management System (QMS) that includes additional monthly reviews and project status reporting, communication plans, and independent specialist reviews.

Task 800 – Final Design

ENGINEER shall develop the final design of the vapor phase odor control and landscaping improvements, which consist of the following:

Design Drawings and Specifications

ENGINEER shall prepare Contract Documents of the additional improvements described in the Summary of Work to include final drawings showing the scope, extent, and character of the work to be performed and furnished by Contractor, and Technical Specifications (which shall be prepared in general conformance with the 50-division format of the Construction Specifications Institute). ENGINEER will develop all technical specifications. The Contract Documents will be developed as a single package as described in Amendment No. 1.

Up to five (5) additional drawings shall be prepared on 22"x 34" sheets. For purposes of establishing a budget the following drawing list has been developed:

- Civil Landscaping Plan
- Landscaping Details (1 Sheet)
- Vapor Phase Odor Control Mechanical Plan and Section
- Mechanical Detail (1 Sheet)
- Vapor Phase Odor Control Pad Structural Plan and Section

ENGINEER will provide design documents incorporating the additional services of this Amendment No. 2 at the 90 percent through bidding milestones in accordance with Amendment No. 1 including Opinion of Probable Construction Costs (OPCC), Deliverables, and Review Meetings.

TASK 1000 – Bidding and Award

ENGINEER shall perform the following additional services related to Bidding and Award of this Amendment No. 2 under the same assumptions as Amendment No. 1.

TASK 1100 – Construction Contract Administration

The ENGINEER shall provide additional services related to this Amendment No. 2 for Contract Construction Administration services under the same assumptions as Amendment No. 1. The following additional services are included:

- Two (2) additional half-day construction observation site visits
- Three (3) additional shop drawing reviews
- Two (2) additional Requests for Information (RFI)
- One (1) additional Change Order or Work Change Directive

TASK 1200 – Start-up

The ENGINEER shall provide start-up services for the vapor phase odor control equipment as described in amendment No. 1. An operations and maintenance manual will be developed for the vapor phase odor control equipment.

TASK 1300 – Record Drawings and Closeout

ENGINEER shall provide additional services as described in Amendment No. 1 to prepare a set of reproducible record prints of Record Drawings showing those changes made during the construction process based on the marked-up prints, shop drawings, drawings, and other data furnished by the Contractor to ENGINEER for the bid package. The record prints shall also incorporate the changes made during construction. ENGINEER shall provide a signed and sealed pdf of the record drawings as well as the electronic drawing files (in the latest version of AutoCAD or such version as the parties agree to the OWNER).

3.0 ASSUMPTIONS

The ENGINEER has made the following assumptions in addition to the assumptions included in the Scope of Work listed above. Changes to these assumptions can be included as an Amendment to this Agreement.

No additional permits will be required from Amendment No. 1

4.0 OWNER'S RESPONSIBILITIES

The responsibilities of OWNER are the same as those identified in the Main agreement, and Amendment No. 1

5.0 SCHEDULE

It is anticipated that the additional services related to Amendment No. 2 will take two (2) months of additional time between the 60-percent and 90-percent design deliverables to complete the vapor phase odor control Preliminary Design described in the Summary of Work. The updated schedule starting within two weeks of receipt of a formal notice to proceed (NTP). ENGINEER will prepare an updated detailed schedule within the first fifteen (15) calendar days after NTP. Should schedule shift or extend due to OWNER or Contractor delays, an amendment will be necessary.

6.0 PAYMENT AND COMPENSATION

Total compensation to the ENGINEER for the work described above shall be a lump sum fee not to exceed of \$60,000 unless changed by a duly authorized amendment. Invoices will be submitted monthly based on estimated project percent complete, with a final invoice submitted once all project deliverables are completed. Additional services, if applicable and approved by the OWNER, will be compensated at an agreed upon lump sum fee. The cost breakdown per task is presented in the table below.

Task	Description	Lump Sum
Task 400	Preliminary Engineering Evaluation	\$10,700
Task 500	Project Management and Meetings	\$3,000
Task 800	Final Design	\$34,400
Task 1000	Bidding and Award	\$1,500
Task 1100	Construction Contract Administration	\$7,800
Task 1200	Start-up	\$400
Task 1300	Record Drawings and Closeout	\$2,200
	TOTAL =	\$60,000

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 12, 2024

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerks Office

Requested Motion

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

• February 20, 2024 - Town Council Work Session

Approval Recommended?

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

Item Details

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

Attachments

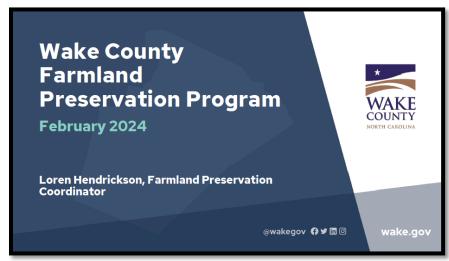
• CN6-A1: DRAFT Minutes - February 20, 2024 - Town Council Work Session



1 2 3 4 5	TOWN OF APEX TOWN COUNCIL WORK SESSION TUESDAY, FEBRUARY 20, 2024 3:30 P.M.	
6 7	The Apex Town Council met for a work session on Tuesday, February 20, 2024 at 3:30 p.m. at the Apex Town Hall located at 73 Hunter Street in Apex North Carolina.	эt
8 9 10 11	This meeting was open to the public. Members of the public were able to attend this meeting in-person or watch online via the livestream on the Town's YouTube Channel: https://www.youtube.com/watch?v=Tq17QonOp1g	
12 13 14 15 16 17 18 19 20	Elected Body Mayor Jacques K. Gilbert (presiding) Mayor Pro-Tempore Ed Gray Councilmember Terry Mahaffey Councilmember Audra Killingsworth (arrived late; see note below) Absent: Councilmember Brett Gantt Councilmember Arno Zegerman	
21 22 23 24 25 26 27	Town Staff Interim Town Manager Shawn Purvis Assistant Town Manager Demetria John Assistant Town Manager Marty Stone Town Attorney Laurie Hohe (attended via teams) Town Clerk Allen Coleman	
28	All other staff members will be identified appropriately below.	
29 30 31 32 33 34 35 36	[ADDED - AGENDA ITEM NO. 1 - WAKE COUNTY FARMLAND PRESERVATION PROGRAM PRESENTATION] Mayor Gilbert said he's going to wait until Councilmember Killingsworth arrives to make the meeting official. He suggested to proceed and he introduced Loren Hendrickson, Wake County Farmland Preservation Coordinator, and Trevor Hyde, Wake County	
37 38	Cooperative Extension Agent for Local Food Systems, to start their presentation on Wake County Farmland Preservation Program.	

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1 [SLIDE-1]



3 **[SLIDE-2]**

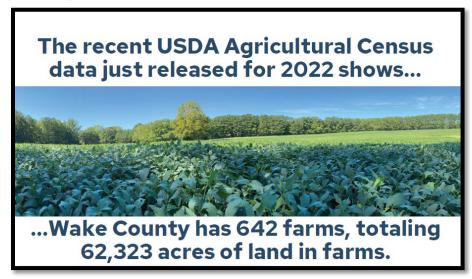
Background

Wake County is one of the fastest growing counties in the nation and adds approximately 56 new residents per day.

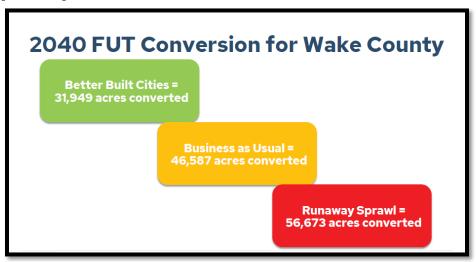
The recent 2040 Farms Under Threat Report from the American Farmland Trust shows NC as the #2 state in the country for projected farmland loss.

Wake County is one of the 3 most heavily impacted counties in the state for projected farmland loss, losing nearly 23,000 acres of agricultural land in the last 10 years.

5 **[SLIDE-3]**



1 [SLIDE-4]



2 3 **[SLIDE-5]**



[SLIDE-6]

4 5

Wake Farmland Preservation Program Program Offerings Program Updates Voluntary Agricultural Two new program offerings – Districts (VAD) **EVAD** and CE Enhanced Voluntary New branding and Agricultural Districts (EVAD) communication. Conservation Easements New full-time staff position (CEs) Custom database to manage Wake Courprogram enrollment

[SLIDE-7]

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Voluntary Agricultural District

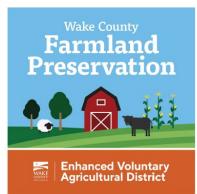
- Requires a revocable 10-year agreement with Wake County Agricultural Advisory Board.
- May renew for 10 years after initial period unless notice is given by landowner.
- May provide assessments for utilities provided by city or county be held in abeyance, with or without interest.



2 3 **[SI**

[SLIDE-8]

Enhanced Voluntary Agricultural District



- Requires a 10-year irrevocable agreement.
- Must be recorded on deed.
- May renew for 3 years after initial period unless notice is given by landowner.
- May provide assessments for utilities provided by city or county be held in abeyance, with or without interest.

[**SLIDE-9**]

Conservation Easement Program

- Places permanent protection on the land by eliminating future subdivision.
- Landowners can receive funding to compensate for the sale of development rights in conservation easement acquisition.
- Can include tax incentives and federal tax deductions.



[SLIDE-10]

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Getting Serious about Conservation

- In March of 2023, Wake BOC approved the use of deferred tax dollars from PUV rollback to fund permanent conservation easements.
- \$4.2 million committed for farmland preservation largest in the state and southeast.
- All \$4.2 million has been either spent or allocated to future projects.



2 3 **[SLIDE-11]**

Two Successful Closings





5 **[SLIDE-12]**

Early Success



- Since the program was established in February 2023, our office has approved:
 - 1,376 acres of additional land for VAD (VAD total is 12,559 acres)
 - o 128 acres of EVAD
 - 2 conservation easements totaling 246 acres
 - Submittal of 7 applications for future conservation easement funding

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1 **[SLIDE-13]**

In Summary

Here's where we hope to go

Establish partnerships with Wake County municipalities to recognize our program offerings and allow the existence of VAD, EVAD and conservation easement options within municipal boundaries.

Here's how we hope to get there

Codify partnerships with Memorandum's of Understanding (or similar type of agreement) with municipalities detailing the approval of VAD, EVAD and conservation easement parcels to exist within municipal boundaries.

[SLIDE-14]

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Councilmember Mahaffey thanked them for coming said this is great information. He asked why would someone want to opt into this program and asked if there are any incentives of the Voluntary Agricultural District (VAD).

Mr. Hendrickson said public hearings have come up more frequently and it's affecting any utility roadway projects which affect the land owners. He said with VAD it gives the opportunity to know what changes are going on around the land owners. He said it would also show VAD highlighted on the iMaps map as well. He said it also useful for nuisance management, to let people know there may noises and smells associated with farms.

Mr. Hyde said there is no cost associated to enroll in the VAD program for land owners.

Councilmember Mahaffey asked why would someone move from the Voluntary Agricultural District (VAD) to the Enhanced Voluntary Agricultural District because then the land owner would have to record a deed restriction.

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Mr. Hendrickson said the two big differences are one its entities the farmer to a higher rate of cost shares. He said if you're a farmer and worked with Wake County on any conservation projects, it allows you to receive more money from being in the Enhancement VAD Program. It also helps with filling out a grant application and cost sharing criteria. He said being in the Enhancement VAD program will allow you to sell a higher percentage of non-farm goods and still qualify as a bona fide farm.

Councilmember Mahaffey asked to clarify a sentence that states, "May provide assessments for utilities provided by city or county be held in abeyance, with or without interest".

Mr. Hendrickson said it's more statutory language, but hints to the protection and public hearings requirements.

Mayor Pro-Tempore Gray asked what is our definition of a farm. He said is it the statutory definition of what is North Carolina has. He asked to be a part of VAD, EVAD and the Conservation District Program, do you have to be an existing farm now.

Mr. Hendrickson said, mostly yes. He said when Wake County Farmland Preservation assess property the criteria mirror the bona fide farm statute at state level. He said they need to be in production before enrolling.

Mayor Pro-Tempore Gray asked can three or four partial owners come together that maintain farm land.

Mr. Hyde said it would depend on the size of the land. He said these have specific size minimums. He said he will provide information on other options for smaller parcels.

Mayor Pro-Tempore Gray said he wanted to clarify if this is not for vegetable production.

Mr. Hendrickson said anything that meets the state agriculture definition would apply.

Mayor Pro-Tempore Gray said what about commercially owned versus family owned property.

Mr. Hendrickson said there are no guidelines on ownership. He said almost all of their VAD parcels are smaller, family farms.

Mr. Hyde said some municipalities have established their own definition on what counts as a farm. He said the Town can construct a Memorandum of Understanding (MOU) and construct their own rules within town limits and Wake County Farmland Preservation can help staff create those policies and can bring back at a later date to propose for adoption if Council chose to go that direction.

Councilmember Mahaffey asked if they had an MOU template already established to look at ahead of time.

Mr. Hyde said yes.

Mayor Gilbert asked if anyone had any other questions.

Councilmember Mahaffey said he would love to learn more and see how the town can support the program.

Mr. Hendrickson said this would be the first MOU they have established with any municipality.

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Mayor Gilbert called for a brief recess.

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Councilmember Killingsworth arrived at 4:16 p.m.

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Mayor Gilbert called the Work Session to order, and led in a recitation of the Pledge of Allegiance.

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[AGENDA ITEM NO. 1 - TOWN FACILITY SOLAR STUDY]

Daniel Edwards, Senior Capital Projects Manager, gave an overview of the Town's Facility Solar Feasibility study report.

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[TABLE-1 - TABLE 1- TOWN OF APEX FACILITIES-EXISTING FACILITY INFORMATION]

	FACILITY	ADDRESS		BUILD YEAR	BUILDING AGE	ROOF AGE	ROOF TYPE	ROOF SIZE SQ. FT.	NOTES
1	Parks/Rec Maint. Building	2500 Evans Rd	4,950	2014	8	8	Metal	6125	
2	Seymour Fields Restroom/Shelter	2500 Evans Rd	624	2014	8	8	Shingle	2244	
3	Nature Park Restroom /Shelter	2600 Evans Rd	900	2014	8	8	Metal	3065	replace inverter
4	Nature Park Amphitheater	2600 Evans Rd	66	2014	8	8	Metal	1287	
5	West St Shelter	108 West St		unknown	unknown	unknown	Shingle	542	
6	ACP Classroom/Restroom	2200 Laura Duncan Rd	2,500	1996?	26	7-8?	Shingle	2860	
7	ACP Rear Restroom	2200 Laura Duncan Rd		2007	5	2007	Shingle	676	
8	ACP Small Shelter	2200 Laura Duncan Rd		unknown	unknown	unknown	Shingle	1384	
9	ACP Large Shelter	2200 Laura Duncan Rd		unknown	unknown	unknown	Shingle	2490	
	Parks/Rec Maint. Building	2200 Laura Duncan Rd	1,698	2000	22	22	Shingle		
	Lakepine Restroom	1808 Lakepine Dr	209	2016	8	8	Concrete	240	
	Kelly Rd Restroom/Shelter Kelly Rd Shelter	1609 Kelly Rd	562	1996 1996	26 26	unknown	Shingle	1035	
	Kelly Kd Shelter Kelly Glen Shelter	1609 Kelly Rd 1701 Kelly Glen		unknown	unknown	unknown	Shingle Metal	466 410	
	•								Under construction at time of evaluation/site
	Pleasant Park - Maintenance Building	2241 Recreation Dr	3,750	Under Construction	New	New	SS metal	4000	visit
	Pleasant Park	2200 Recreation Dr	NA	Under Construction	NA	NA	NA	NA	Removed
17	Pleasant Park - Pump Station	2245 Recreation Dr	347	Under Construction	NA	NA	Shingle	400	Removed
18	Pleasant Park - Amenity Building	2200 Recreation Dr	3,864	Under Construction	New	New	Shingle	4000	Under construction at time of evaluation/site visit
19	Pleasant Park - Shelter #2	2225 Recreation Dr	2,864	Under Construction	New	New	Shingle	4000	Under construction at time of evaluation/site visit
20	Pleasant Park - Signature Fieldhouse	2211 Recreation Dr	5,925	Under Construction	New	New	SS Metal	6000	Under construction at time of evaluation/site visit
	Salem Pond Restroom	6112 Old Jenks Rd	226	2022	New	New	Concrete	311	
22	Seagroves Restroom/Shelter	201 Parkfield Dr	590	2012	10	10	Shingle	2222	
	Hunter St Restroom/shelter	1250 Ambergate	600	2012	10	10	Shingle	2198	
	Clairemont Shelter	801 E Chatham St		unknown	unknown	unknown	Shingle	445	
	Sue Helton Gazebo	703 Matney Lane		unknown	unknown	unknown	Shingle	320	
26	Jaycee Park Restroom/Shelter	451 NC Highway 55	453	1995?	27	unknown	Shingle	1698	
27	Fire Station # 2	3045 New Hill Holleman Rd.	4,114	1996	24	24	Metal	5235	
28	Electrical Main Office	2850 Milano Ave	21,000	2021	0	0	Metal	22665	
29	Electrical Warehouse	2850 Milano Ave		2021	0	0	Metal	12180	
30	Electrical Covered Storage	2850 Milano Ave		2021	0	0	Metal	5249	

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[TABLE-1 CONT. - TABLE 1- TOWN OF APEX FACILITIES-EXISTING FACILITY

INFORMATION]

#	FACILITY	ADDRESS	SIZE	BUILD YEAR	BUILDING AGE	ROOF AGE	ROOF TYPE	ROOF SIZE SQ. FT.	NOTES
31	Water Resources Meter Shop	1705 Kelly Glen		unknown	unknown	unknown	Shingle		
32	Public Works Operations	105 Upchurch St	27,710	1997	23	23	Metal	28700	replace inverter
33	Public Works Operations Covered Storage	105 Upchurch St		1997	23	23	Metal	8227	
34	Chamber of Commerce	220 N Salem St	2,486	1873	147	4	Shingled Tile	4100	
35	Halle Cultural Arts Center	237 N. Salem St	10,354	2008	12	12	Flat/Membrane	6020	
36	Senior Center	Hunter St	30,000	2021	0	0	Metal	20837	
37	Public Safety Station 6	1201 Wimberly Rd	13,642	Under Construction	New	New	Metal	13642	Solar Ready, Under construction at time of evaluation/site visit
38	Mason St Municipal Building	322 N. Mason St	14,688	Under Construction	New	New	Flat(Membrane)/Metal	6729/1000	Solar Ready, Under construction at time of evaluation/site visit

1 [TABLE-1 - TOWN OF APEX FACILLITIES - UTILITY INFORMATION]

#	FACILITY	UTILITY TRANSFORMER	BUILDING SERVICE	METER#	PEAK DEMAND (KW)	MAX ANNUAL USAGE (KWH)	ELECTRICAL SERVICE		ASE ARGE	R	ECTRICAL ATE PER (KWH)	DEMAND CHARGE	NOTES
l	Parks/Rec Maint. Building	Underground	120/240V 1PH, 600A	10261185	17.1	64,200	Small General Service	\$	27.00	\$	0.0966		
	Seymour Fields Restroom/Shelter	Underground	120/240V 1PH, 200A	10271850	8.752	10,650	Small General Service	\$	27.00	\$	0.0966		
	Nature Park Restroom /Shelter	Underground	120/240V 1PH, 200A	10038576	12.932	25.042	Small General Service	\$	27.00	\$	0.0966		Existing PV
	Nature Park Amphitheater	Underground	(2) 120/240V 1PH, 200A	15825638	1.752	4.391	Small General Service	\$	27.00	\$	0.0966		
	West St Shelter	NA	None	NA		1,222				\$	0.0966		
,	ACP Classroom/Restroom	Underground	120/240V 1PH, 200A	10271847	13.14	35,246	Small General Service	\$	27.00	\$	0.0966		
,	ACP Rear Restroom	Underground	120/240V 1PH, 100A	10278881	49	101,509	Small General Service	\$	27.00	\$	0.0966		Multiple Services
3	ACP Small Shelter	NA	No panel, Powered lights & rec	same as above	-	-							Multiple Services
)	ACP Large Shelter	NA	No panel, Powered lights & rec	same as above	-	-							Multiple Services
0	Parks/Rec Maint. Building	Overhead	120/240V 1PH,200A	10278863	15.656	43,017	Small General Service	\$	27.00	\$	0.0966		
1	Lakepine Restroom	Underground	120/240V 1PH, 200A	20170093	8.864	12,819	Small General Service	\$	27.00	\$	0.0966		
2	Kelly Rd Restroom/Shelter	Underground	120/240V 1PH, 125A	10261181	54.54	43,640	Small General Service	\$	27.00	\$	0.0966		
3	Kelly Rd Shelter	NA	None	NA		_							
14	Kelly Glen Shelter	NA	None	NA	-	_							
5	Pleasant Park - Maintenance Building	New (unknown)											Under construction time of this report
6	Pleasant Park	NA											
17	Pleasant Park - Pump Station	NA											
8	Pleasant Park - Amenity Building	New (unknown)											Under construction time of this report
19	Pleasant Park - Shelter #2	New (unknown)											Under construction time of this report
20	Pleasant Park - Signature Fieldhouse	New (unknown)											Under construction time of this report
1	Salem Pond Restroom	Underground	120/240V 1PH, 100A	20023138	19.576	8,786	Small General Service	\$	27.00	\$	0.0966		
2	Seagroves Restroom/Shelter	Underground	120/240V 1PH,	12722375	10.832		Small General	S	27.00	S	0.0966		

[TABLE-1 CONT. - TOWN OF APEX FACILLITIES - UTILITY INFORMATION]

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#	FACILITY	UTILITY TRANSFORMER	BUILDING SERVICE	METER#	PEAK DEMAND (KW)	MAX ANNUAL USAGE (KWH)	ELECTRICAL SERVICE	BASE CHARGE	ELECTRICAL RATE PER (KWH)	DEMAND CHARGE	NOTES
			200A			30,472	Service				
23	Hunter St Restroom/shelter	Underground	120/240V 1PH, 200A	12722415	11.82	22,472	Small General Service	\$ 27.00	\$ 0.0966		
24	Clairemont Shelter	NA	None	NA	-	-					
25	Sue Helton Gazebo	NA	None	NA	-	_					
26	Jaycee Park Restroom/Shelter		120/240V 1PH, 40A, No space left	10038614	47.296	32,286	Small General Service	\$ 27.00	\$ 0.0966		Service Panel in sight of shelter
27	Fire Station # 2	Overhead	120/240V 1PH, 400A,Gen backed	325393878	19	4,663	Small General Service (large)	\$ 21.00	\$ 0.12546		Duke Energy
28	Electrical Main Office	Underground	120/208V 3PH, 1000A, Gen backed	30906009	118.23	337,520	Large General Service	\$ 350.00	\$ 0.0451	\$ 20.18	Multiple Services
29	Electrical Warehouse	Underground	120/208V 3PH, 500A, feed from main, Gen backed	same as above	-	-					Multiple Services
30	Electrical Covered Storage	Underground	120/208V 3PH, 125A, feed from main, Gen backed	same as above	-	-					Multiple Services
31	Water Resources Meter Shop	Underground	277/480V 3PH, 250A		_	_	Large General Service	\$ 350.00	\$ 0.0451	\$ 20.18	
32	Public Works Operations	Underground	120/208V 3PH, 1200A	10434375	117.28	215,600	Large General Service	\$ 350.00	\$ 0.0451	\$ 20.18	Existing PV
33	Public Works Operations Covered Storage	Underground	277/480V 3PH, 400A	10434405	36.7	64,300	Medium General Service	\$ 90.00	\$ 0.0788	\$ 8.20	
34	Chamber of Commerce	Overhead	120/240V 1PH, 200A	10271884	12.116	21,045	Small General Service	\$ 27.00	\$ 0.0966		Historical building, Special tile
35	Halle Cultural Arts Center	Overhead	120/208V 3PH, 1200A	10434352	97.76	310,560	Large General Service	\$ 350.00	\$ 0.0451	\$ 20.18	
36	Senior Center	Underground	120/208V 3PH, 2000A	19045451	83.85	236,630	Large General Service	\$ 350.00	\$ 0.0451	\$ 20.18	
37	Public Safety Station 6	New (unknown)									Under construction at time of this report
38	Mason St Municipal Building	New (unknown)									Under construction at time of this report
											•

Assistant Town Manager Stone said he recommended looking at putting solar at all the sites, and if it can produce some solar, how much it would cost. He said these tables would be the breakdown if there were solar at these sites.

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- **Councilmember Killingworth** asked if maintenance cost is a yearly or over the life of the 25 years.
 - Mr. Edwards said he believes it's 25 years.

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[TABLE-3 - TOWN OF APEX FACILITIES-SITE INVESTIGATION]

			Tow	Table 3 n of Apex Facilities -			
#	FACILITY	CAN WE ADD SOLAR TO ROOF? (REFER TO HELIOSCOPE ANALYSIS)	SOLAR CONNECTION POINT	WOULD NEW/UPGRADED ELECTRICAL SERVICE BE REQUIRED?	WOULD NEW ROOF BE REQUIRED/ RECOMMENDED?	ARE TREES/ OBSTRUCTIONS AN ISSUE OF SHADING?	NOTES
1	Parks/Rec Maint. Building	Yes	Pane1	No	No	Yes	Has shading issues, Trees around building should be removed.
2	Seymour Fields Restroom/Shelter	Yes	Pane1	No	Yes	No	Would need to upgrade shingled roof
3	Nature Park Restroom/Shelter	No		-	-	-	Has existing Solar and no other area is available. Areas that are available are not ideal
4	Nature Park Amphitheater	Yes	Pane1	No	No	No	Building orientation is not ideal
5	West St Shelter	No	None	Yes	Yes	Yes	No power, covered by trees, small footprint for panels, and shingled roof, structural deterioration
6	ACP Classroom/Restroom	No	Pane1	No	Yes	Yes	Covered by trees and on shingled roof, Roof areas for mounting and orientation is not practical
7	ACP Rear Restroom	No	Panel	No	Yes	Yes	Building orientation is not ideal, small footprint for panels and shingled roof
8	ACP Small Shelter	No	None	Yes	Yes	Yes	No power, covered by trees, and shingled roof, structural deterioration
9	ACP Large Shelter	No	None	Yes	Yes	Yes	No power, covered by trees, and shingled roof, structural deterioration
10	Parks/Rec Maint. Building	Yes	Pane1	No	Yes	Yes	Covered by trees and on a shingled roof. Would be good if trees and roof were addressed.
11	Lakepine Restroom	No	Panel	No	No	Yes	Has shading issues, building orientation is not ideal, too small footprint for panels, and a concrete roof
	Kelly Rd Restroom/Shelter	Yes	Pane1	No	Yes	Yes	Has shading issues, building orientation is not ideal, and has shingled roof
	Kelly Rd Shelter	No	XFM	Yes	Yes	No	No power, Require ductbank, and Shingled Roof, structural deterioration
14	Kelly Glen Shelter	No	XFM	Yes	No	No	No power, Require ductbank
15	Pleasant Park - Maintenance Building	Yes	Pane1	No	No	Yes	No utility info, building orientation is not ideal, and shading is an issue. Under constructed at the time of this report
	Pleasant Park	NA	NA	NA	NA	NA	
17	Pleasant Park - Pump Station	NA	NA	NA	NA	NA	
18	Pleasant Park - Amenity Building	NA	NA	NA	NA	NA	Under construction at the time of this report, No utility info, No building info, to perform layout
19	Pleasant Park - Shelter #2	Yes	Panel	No	No	No	No utility info, New shingled roof, Under constructed at the time of this report
20	Pleasant Park - Signature Fieldhouse	Yes	Pane1	No	No	No	No utility info, New metal Roof but Orientation would be on parking lot side Under constructed at the time of this report
	Salem Pond Restroom	No	Panel	No	No	Yes	Has shading issues, building orientation is not ideal, too small footprint for panels, and a concrete roof
22	Seagroves Restroom/Shelter	Yes	Pane1	No	Yes	No	Would need to upgrade shingled roof
23	Hunter St Restroom/shelter	Yes	Pane1	No	Yes	Yes	Has minor shading issues, building orientation is not ideal, and Shingled Roof. Would need to upgrade shingled roof

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[TABLE-3 CONT. - TOWN OF APEX FACILITIES-SITE INVESTIGATION]

#	FACILITY	CAN WE ADD SOLAR TO ROOF? (REFER TO HELIOSCOPE ANALYSIS)	SOLAR CONNECTION POINT	WOULD NEW/UPGRADED ELECTRICAL SERVICE BE REQUIRED?	WOULD NEW ROOF BE REQUIRED/ RECOMMENDED?	ARE TREES/ OBSTRUCTIONS AN ISSUE OF SHADING?	NOTES
24	Clairemont Shelter	No	None	Yes	Yes	Yes	No power, has shading issues, building orientation is not ideal, too small footprint for panels, and a shingled Roof
25	Sue Helton Gazebo	No	None	Yes	Yes	Yes	No power, has shading issues, building orientation is not ideal, too small footprint for panels, and a shingled Roof
26	Jaycee Park Restroom/Shelter	Yes	XFM	Yes	Yes	Yes	Has shading issues, building orientation is not ideal, would need to upgr service or ductbank, and a shingled Roof. In addition, wood rot on building significant.
27	Fire Station # 2	Yes	Utility XFM, Gen backed	No	No	No	Building orientation is not ideal, would require ductbank to utility or wo around Generator, No utility info, Duke only provided Total Annual Consumption and Peak
28	Electrical Main Office	Yes	Utility XFM, Gen backed	No	No	No	Front of Main Building is best but may not be allowed, and other buildin orientations are not ideal. If KW is higher than load we could not connet panels because the site is generator backed up and panels would backfee gen. Would only recommend if KW is lower than load, service discome would need to be next to utility and ductbank would impact payback.
29	Electrical Warehouse	Yes	Utility XFM, Gen backed	No	No	No	Feed from Main office, building orientation is not ideal
30	Electrical Covered Storage	Yes	Utility XFM, Gen backed	No	No	No	Feed from Main office, building orientation is not ideal
31	Water Resources Meter Shop	Yes	Pane1	No	Yes	Yes	No utility info, building orientation is not ideal, shingled roof, and shadin minor issue
	Public Works Operations	Yes	Panel	No	No	Yes	Would only provide on main part, Shading is an issue with rest, Building Orientation is not ideal. Removing trees would help on parts of building
33	Public Works Operations Covered Storage	Yes	Panel	No	No	No	Building orientation is not ideal
34	Chamber of Commerce	No	Panel	No	No	No	Historical Building, building orientation is not ideal, and special Roof was not allow attachment of panels
	Halle Cultural Arts Center	Yes	Panel	No	No	Yes	Would be a ballasted system and only a couple panels and would not off much. Roof equipment has shading
36	Senior Center	Yes	Panel	No	No	No	Areas that are available are not ideal
37	Public Safety Station 6	Yes	Panel	No	No	No	Under construction at the time of this report. Drawings were provided, Nutility info
38	Mason St Municipal Building	Yes	Panel	No	No	No	Under construction at the time of this report. Drawings were provided, Nutility info

1 [TABLE-4 - TOWN OF APEX FACILITIES-STRUCTURAL ANALYSIS]

			Town of Ape	1 able 4: x Facilities – Structura	l Analysis			
#	FACILITY	STRUCTURAL ROOF SYSTEM	STRUCTURAL CONDITION	WOULD STRUCTURAL BE IMPACTED IF SOLAR WAS ADDED? (BASED ON 3 LBS/SQFT OR LESS)	STRUCTURAL REQUIREMENTS FOR ADDED SOLAR	WILL STRUCTURA L BE MAJOR OR MINOR?	POTENTIAL STRUCTURAL COST ESTIMATE FOR ADDITION OF SOLAR	STRUCTURAL NOTES
1	Parks/Rec Maint. Building	Steel purlins with steel deck	Average	No	None	None		
2	Seymour Fields Restroom/Shelter	Gluelam Arches with T&G decking	Average	No	None	None		
4	Nature Park Amphitheater	Gluelam Beams with T&G decking	Average	No	None	None		
10	Parks/Rec Maint. Building	Hard Ceiling No Attic Access - likely wood trusses with Plywod Deck	Can not be determined at this time	No	None	None		
12	Kelly Rd Restroom/Shelter	Heavy Timber, Gluelam arches with T&G decking	Visible deterioration	No	Replacement of deteriorated wood members	Major	\$10,000	Major changes to the structure for solar is not likely. Do not recommend
15	Pleasant Park - Maintenance Building	Wood trusses with plywood deck	New	No	None	None		
19	Pleasant Park - Shelter #2	Heavy Timber with T&G decking	New	No	None	None		
20	Pleasant Park - Signature Fieldhouse		New	No	None	None		
22	Seagroves Restroom/Shelter	Heavy Timber with T&G decking	Average	No	None	None		
23	Hunter St Restroom/shelter	Heavy Timber with T&G decking	Old	No	None	None		
26	Jaycee Park Restroom/Shelter	Heavy Timber with T&G decking	Visible deterioration	No	Replacement of deteriorated wood members	Major	\$10,000	Major changes to the structure for solar is not likely. Do not recommend
27	Fire Station # 2	PEMB with Steel purlins and steel deck	Average	No	None	None		
28	Electrical Main Office	PEMB with Steel purlins and steel deck	Average	No	None	None		
29	Electrical Warehouse	PEMB with Steel purlins and steel deck	Average	No	None	None		
30	Electrical Covered Storage	PEMB with Steel purlins and steel deck	Average	No	None	None		

[TABLE-4 CONT. - TOWN OF APEX FACILITIES-SITE INVESTIGATION]

#	FACILITY	STRUCTURAL ROOF SYSTEM	STRUCTURAL CONDITION	WOULD STRUCTURAL BE IMPACTED IF SOLAR WAS ADDED? (BASED ON 3 LBS/SQFT OR LESS)	STRUCTURAL REQUIREMENTS FOR ADDED SOLAR	WILL STRUCTURA L BE MAJOR OR MINOR?	POTENTIAL STRUCTURAL COST ESTIMATE FOR ADDITION OF SOLAR	STRUCTURAL NOTES
31	Water Resources Meter Shop	Hard Ceiling No Attic Access - likely wood trusses with Plywod Deck	Can not be determined at this time	No	None	None		
32	Public Works Operations	PEMB with Steel joist and purlins and steel deck	Surface Rust Noted	No	None	None		
33	Public Works Operations Covered Storage	PEMB with Steel purlins and steel deck	Average	No	None	None		
35	Halle Cultural Arts Center	Steel joists with steel deck	Average	Yes	Additional miscellaneous steel and possible joist reinforcement likely required	Minor	\$15,000	Ballasted System will likely be up to 7 lb/sqft
36	Senior Center	Steel joists with steel deck	Average	No	None	None		•
37	Public Safety Station 6	Cold Formed Trusses w/ steel decking	New	No	None	None		
38	Mason St Municipal Building	Steel joists with steel deck	New	No	None	None		LM design the structure. Solar was included in design

[TABLE-5 - TOWN OF APEX FACILITIES-SOLAR ANALYSIS]

				Tov	on of Apex Fac	able 5: ilities – So	olar Analysis						
#	FACILITY	UTILITY PEAK (KW AC)	RACKING TYPE	SYSTEM SOLAR SIZE (KW AC)	SYSTEM SOLAR SIZE (KW DC)	LOAD RATIO	MAX ANNUAL PRODUCTION (MWH)		ROXIMATE TAL COST (\$)	25YR LEVELIZED COST OF ENERGY (\$/KWHR)		JAL ENERGY AVINGS (\$)	NOTES
1	Parks/Rec Maint. Building	17.1	Flush	9.1	11.6	1.27	15.9	s	34,800.00	0.14	s	1,535.94	
2	Seymour Fields Restroom/Shelter	8.752	Flush	3.8	4.9	1.29	6.9	\$	14,700.00	0.14	S	666.54	
4	Nature Park Amphitheater	1.752	Flush	9.1	11.6	1.27	14.5	\$	34,800.00	0.16	\$	1,400.70	
10	Parks/Rec Maint. Building	15.656	Flush	2.7	3.4	1.26	4.7	\$	10,200.00	0.15	\$	454.02	Additional Panels could be adding if shading was addressed
12	Kelly Rd Restroom/Shelter	54.54	Flush	3.8	4.9	1.29	6.4	\$	14,700.00	0.15	s	618.24	Additional Panels could be adding if shading was addressed
15	Pleasant Park - Maintenance Building	0	Flush	8.4	10.7	1.27	14	\$	32,100.00	0.15	\$	-	No utility info for production savings
19	Pleasant Park - Shelter #2	0	Flush	9.1	11.6	1.27	12.4	\$	34,800.00	0.19	\$		No utility info for production savings
	Pleasant Park - Signature Fieldhouse	0	Flush	11.4	14.6	1.28	19.9	s	43,800.00	0.14	\$		No utility info for production savings
	Seagroves Restroom/Shelter	10.832	Flush	5.7	7.3	1.28	10.3	\$	21,900.00	0.14	S	994.98	
	Hunter St Restroom/shelter Jaycee Park Restroom/Shelter	11.82 47.296	Flush	3.8	7.3	1.28	9.3	s	21,900.00	0.16	\$	898.38	Additional Panels could be adding if shading was addressed
27	Fire Station # 2	19	Flush	19.8	26.7	1.35	30.2	s	80.100.00	0.17	s	3.788.89	
28	Electrical Main Office	118.23	Flush	84.2	113.5	1.35	137.3	\$	340,500.00	0.16	\$	6,192,23	
29	Electrical Warehouse	0	Flush	48.6	65.5	1.35	66.1	\$	196,500.00	0.19	s	2.981.11	
30	Electrical Covered Storage	0	Flush	23	31	1.35	35.3	\$	93,000.00	0.17	\$	1,592.03	
31	Water Resources Meter Shop	0	Flush	4.6	5.8	1.26	7.7	\$	17,400.00	0.15	\$	347.27	
32	Public Works Operations	117.28	Flush	46.4	62.6	1.35	80.8	\$	187,800.00	0.15	\$	3,644.08	Additional Panels could be adding if shading was addressed
33	Public Works Operations Covered Storage	36.7	Flush	37.8	50.9	1.35	62.6	\$	152,700.00	0.16	\$	4,932.88	
	Halle Cultural Arts Center	97.76	Ballasted	2.5	3.4	1.36	4.5	\$	10,200.00	0.15	S	202.95	
36	Senior Center	83.85	Flush	72	97	1.35	118	\$	291,000.00	0.16	\$	5,321.80	
37	Public Safety Station 6	0	Flush	36.7	49.5	1.35	66.5	\$	148,500.00	0.15	\$	-	No utility info for production savings
38	Mason St Municipal Building	0	Ballasted	18.4	24.7	1.34	33		74.100.00	0.15	e		No utility info for production savings

[TABLE-6 - TOWN OF APEX FACILITIES-SUMMARY]

#	FACILITY	RECOMMENDED CAPITAL COST COST (\$)		SYSTEM SOLAR SIZE (KW DC)	ROOF TYPE	ROOF AGE	SOLAR POTENTIAL	25YR LEVELIZED COST OF ENERGY (\$/KWHR)		PROJECT RANKING (ORDER OF BEST JOB TO COMPLETE FIRST)	NOTES			
l	Parks/Rec Maint. Building	Yes	\$	34,800.00	\$	-	11.6	Metal	8	Satisfactory	S	0.14	6	Tree shading issues
2	Seymour Fields Restroom/Shelter	Yes	\$	14,700.00	\$	-	4.9	Shingle	8	Satisfactory	\$	0.14	7	Roof may need replaced
ı	Nature Park Amphitheater	Yes	\$	34,800.00	s	-	11.6	Metal	8	Poor	s	0.16	16	Bad Orientation and Tree shading issues
10	Parks/Rec Maint. Building	Yes	\$	10,200.00	\$	-	3.4	Shingle	22	Poor	s	0.15	18	Tree shading issues, and roof needs replaced
	Kelly Rd Restroom/Shelter	No	\$		s	10,000.00	4.9	Shingle	unknown	Poor	s	0.15	NA	Major Structural and roof would exceed solar gain, Tree shading issues
	Pleasant Park - Maintenance Building	Yes	\$		\$	-	10.7	SS metal	New	Excellent	\$	0.15	2	
		Yes	\$	34,800.00		-	11.6	Shingle	New	Excellent	\$	0.19	5	
	Pleasant Park - Signature Fieldhouse	Yes	\$		\$	-	14.6	SS Metal	New	Excellent	\$	0.14	1	
	Seagroves Restroom/Shelter Hunter St Restroom/shelter	Yes	\$		\$	-	7.3	Shingle	10	Excellent	\$	0.14	4	Roof may need replaced
	Jaycee Park Restroom/Shelter	Yes	\$	21,900.00	\$	10,000.00	7.3	Shingle Shingle	10 unknown	Satisfactory Satisfactory	s	0.16	12 NA	Roof may need replaced Major Structural and roof would exceed solar gain, Tree shading issues
27	Fire Station # 2	Yes	\$	80,100.00	\$	-	26.7	Metal	24	Satisfactory	\$	0.17	15	Difficult Electrical Service connection
28	Electrical Main Office	Yes	\$	340,500.00	\$		113.5	Metal	0	Excellent	s	0.16	3	Difficult Electrical Service connection
29	Electrical Warehouse	Yes	\$	196,500.00	\$	-	65.5	Metal	0	Satisfactory	\$	0.19	8	Difficult Electrical Service connection
30	Electrical Covered Storage	Yes	\$	93,000.00	\$		31	Metal	0	Satisfactory	s	0.17	9	Difficult Electrical Service connection
	Water Resources Meter Shop	Yes	\$		s	-	5.8	Shingle	unknown	Poor	s	0.15	19	Roof needs replaced, Tree shading issues
33	Public Works Operations Public Works Operations Covered Storage	Yes Yes	\$		\$		62.6 50.9	Metal Metal	23	Poor Satisfactory	s s	0.15	17 14	Tree shading issues
35	Halle Cultural Arts Center	No	s	10,200.00	s	15,000.00	3.4	Flat/Membrane	12	Poor	s	0.15	NA	Structural cost and limited solar
36	Senior Center	Yes	\$	291,000.00	\$	-	97	Metal	0	Satisfactory	\$	0.16	13	
	Public Safety Station 6	Yes	\$	148,500.00	\$	-	49.5	Metal Flat(Membrane)	New	Satisfactory	\$	0.15	10	
8	Mason St Municipal Building	Yes	\$	74.100.00	S		24.7	/Metal	New	Satisfactory	S	0.15	11	

[TABLE-7 - TOWN OF APEX FACILITIES-RUNNING ORDER]

	FACILITY	APPROXIMATE DLAR CAPITAL COST (\$)	SI	TRUCTURAL COST	SYSTEM SOLAR SIZE (KW DC)	25YR EVELIZED COST OF ENERGY (\$/KWHR)	PROJECT RANKING (ORDER OF BEST JOB TO COMPLETE FIRST)	NOTES
20	Pleasant Park - Signature Fieldhouse	\$ 43,800.00	\$	-	14.6	\$ 0.14	1	
15	Pleasant Park - Maintenance Building	\$ 32,100.00	\$	-	10.7	\$ 0.15	2	
28	Electrical Main Office	\$ 340,500.00	\$	-	113.5	\$ 0.16	3	Difficult Electrical Service connection
22	Seagroves Restroom/Shelter	\$ 21,900.00	\$	-	7.3	\$ 0.14	4	Roof may need replaced
19	Pleasant Park - Shelter #2	\$ 34,800.00	\$	-	11.6	\$ 0.19	5	
1	Parks/Rec Maint. Building	\$ 34,800.00	\$	-	11.6	\$ 0.14	6	Tree shading issues
2	Seymour Fields Restroom/Shelter	\$ 14,700.00	\$	-	4.9	\$ 0.14	7	Roof may need replaced
29	Electrical Warehouse	\$ 196,500.00	\$	-	65.5	\$ 0.19	8	Difficult Electrical Service connection
30	Electrical Covered Storage	\$ 93,000.00	\$	-	31	\$ 0.17	9	Difficult Electrical Service connection
37	Public Safety Station 6	\$ 148,500.00	\$		49.5	\$ 0.15	10	
38	Mason St Municipal Building	\$ 74,100.00	\$	-	24.7	\$ 0.15	11	
23	Hunter St Restroom/Shelter	\$ 21,900.00	\$	-	7.3	\$ 0.16	12	Roof may need replaced
36	Senior Center	\$ 291,000.00	\$	-	97	\$ 0.16	13	
33	Public Works Operations Covered Storage	\$ 152,700.00	\$	-	50.9	\$ 0.16	14	
27	Fire Station # 2	\$ 80,100.00	\$	-	26.7	\$ 0.17	15	Difficult Electrical Service connection
4	Nature Park Amphitheater	\$ 34,800.00	\$	-	11.6	\$ 0.16	16	Bad Orientation and Tree shading issues
32	Public Works Operations	\$ 187,800.00	\$	-	62.6	\$ 0.15	17	Tree shading issues
10	Parks/Rec Maint. Building	\$ 10,200.00	\$	-	3.4	\$ 0.15	18	Tree shading issues, and roof needs replaced
31	Water Resources Meter Shop	\$ 17,400.00	\$	-	5.8	\$ 0.15	19	Roof needs replaced, Tree shading issues
12	Kelly Rd Restroom/Shelter	\$ 14,700.00	\$	10,000.00	4.9	\$ 0.15	NA	Major Structural and roof would exceed solar gain, Tree shading issues
26	Jaycee Park Restroom/Shelter	\$ 14,700.00	\$	10,000.00	4.9	\$ 0.14	NA	Major Structural and roof would exceed solar gain, Tree shading issues
35	Halle Cultural Arts Center	\$ 10,200.00	\$	15,000.00	3.4	\$ 0.15	NA	Structural cost and limited solar

 Councilmember Mahaffey said in the table there is a flat cost per kilowatt and asked where it came from.

Mr. Edwards said it's a cost based on equipment and labor.

Councilmember Mahaffey asked is it market data, or if they sent off and got estimates.

Mr. Edwards said this is market data and typical dollar per watt.

Councilmember Mahaffey asked if the town pursues solar energy, are there federal programs available to municipalities.

Interim Town Manager Purvis said staff will look into it and see what programs are available for the town. He said they know those programs are out there, but they need more info.

Mr. Edwards said Don Reeves, the town's Sustainability Coordinator, is looking into programs that can help support solar in the town and help them increase their ROI.

Councilmember Mahaffey said the town's bill from Duke Energy involves peak demand, he asked if the batteries on the site to discharge during peak hours to offset the peak demand from Duke.

Assistant Town Manager Stone said staff has been working on finding out if the batteries on site can change. He said he spoke to someone with Duke and was told that they couldn't make a solar combined with a battery system work for our system, based on the economic considerations. He said they would put an RFP to see if somebody is able to make it work. To reduce the peak, their consideration, it was cheaper to go with battery storage at certain locations. He said the town is looking at a 10 megawatt to reduce our peak.

Councilmember Mahaffey asked what direction does staff want Council to go with this report.

1	Assistant Town Manager Stone said the plan is to see what kind of grants are out
2	there and what's available. He said then Council would give specific directions to staff on how
3	to move forward with solar, including specific projects. He said it's cheaper to do a package
4	than individual solar panels. He said also staff can break it down into a program and look at
5	cost wise. He said they can also specify how quickly they want staff to act on certain things
6	and work with them to create a schedule.
7	Councilmember Killingsworth said to go with table 6, look at solar potential, and do
8	ones rated excellent.
9	Councilmember Mahaffey said table 7 as it's sorted by priority.
10	Councilmember Killingsworth said it makes sense to do the ones with a bigger
11	potential first as a grouping.
12	Councilmember Mahaffey said he thinks it makes sense to wait for the lifetime of the
13	roof to replace it. He said he wants the priority for solar to be at Pleasant Park, since it's the
14	newest and supposed to their modern park.
15	Interim Town Manager Purvis said they can start with looking at the excellent rated
16	options. He said staff needs a little bit more time to evaluate the extra cost for the structural
17	piece. He said they can also see what the CIP looks like.
18	Councilmember Mahaffey said it sounds like the idea is to look at the projects over a
19	three-year period and place in priority order.
20	Interim Town Manager Purvis said staff will start working to put a plan together. He
21	said they will share how it would impact the budget.
22	Councilmember Mahaffey said he is excited about seeing the potential programs
23	the town can use to help them with this.
24	Assistant Town Manager Stone said the Municipal Building and Public Safety 6 are
25	solar ready and he recommends to include those buildings as part of the packaging.
26	Councilmember Killingsworth said she would like to see the Senior Center to be
27	included in the packaging since it's a newer building.
28	
29	
30	[ADJOURNMENT]
31	Mayor Gilbert thanked everyone and declared the meeting adjourned at 4:43 p.m.
32	
33	
34	Jacques K. Gilbert
35	Apex, Mayor
36	
37	Allen Coleman, CMC, NCCCC
38	Apex, Town Clerk
39	
40	Submitted for approval by Apex Town Clerk Allen Coleman.
41	
42	Minutes approved on of, 2024.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 12, 2024

Item Details

Presenter(s): Angela Reincke, Parks Planning Project Manager

Department(s): Parks, Recreation, and Cultural Resources

Requested Motion

Motion to approve a fee-in-lieu of land dedication for the proposed Peak Landing Subdivision project.

Approval Recommended?

Yes

Item Details

As required by the Unified Land Development Ordinance, Article 14, the Peak Landing Master Subdivision was reviewed by the Parks, Recreation and Cultural Resources Advisory Commission at the February 28, 2024 regular meeting. The Master Plan for Parks, Recreation, Cultural Resources, Greenways and Open Space shows a greenway along a portion of the project property which is south of Old US I HWY. The property is located within a parkland search area for a linear park adjacent to the CSX corridor. During the rezoning, in 2014, this area of the property was included as a condition to be required RCA for the project. Due to that condition, staff did not recommend a land dedication. Old US 1 HWY creates a barrier from the subdivision and as there is no other greenway constructed in the corridor staff at this time so staff did not recommend construction of the greenway trail for credit against fees-in-lieu at this time, but did request that a public greenway easement be provided for that parcel for greenway construction.

The Advisory Commission unanimously recommended a fee-in-lieu of dedication for the project. Conditional zoning residential projects must be reviewed and a recommendation made by Town Council and the Land Dedication review is made at the time of Master Subdivision Plan review/ approval by TRC. Staff and the PRCR Advisory Commission recommend a fee-in-lieu of dedication, at the 2024 rate for single family detached residential unit (\$4,165.28 per unit) collected at the time of plat approval.

Attachments

N/A



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 12, 2024

Item Details

Presenter(s): Michael S. Deaton, P.E., Director

Department(s): Water Resources

Requested Motion

Motion to approve a Utility Infrastructure Development Reimbursement Agreement with Lennar Carolinas, LLC, and to authorize the Interim Town Manager to execute the same for construction of an oversized 20-inch waterline along South Salem Street.

<u>Approval Recommended?</u>

Yes

Item Details

Lennar Carolinas, LLC, (developer) is developing the land known as the Depot 499 PUD located along Apex BBQ Road and South Salem Street within the Town of Apex (Town). To provide reliable, efficient and cost-effective water service that can accommodate future growth, the Town's Master Water Plan required a 20-inch waterline. This oversizing will not only satisfy the Depot 499 PUD water demand, but will also fill a gap in the Town's 20-inch water transmission main project that will ultimately improve the functionality of the Tingen Road and Pleasant Park elevated water tanks. In return for their oversizing commitment, the developer will be eligible for reimbursement of construction costs in accordance with the Town's adopted "Policy Regarding Town Participation in Utility Projects."

Specifically, the developer has constructed 3,308 linear feet (LF) of 20-inch restrained joint ductile iron waterline. The developer's total differential construction cost between the oversized waterline and the 10-inch waterline only needed for their project is \$327,842. Because this waterline installation was not publicly bid, the developer is only eligible for \$250,000 in cost reimbursement.

Attachments

- CN8-A1: Development Agreement Reimbursement Agreement Lennar Carolinas, LLC Depot 499 PUD
- CN8-A2: Exhibit A Plat Map Reimbursement Agreement Lennar Carolinas, LLC Depot 499 PUD
- CN8-A3: Exhibit B Depot 499 PUD Waterline Development Agreement Reimbursement Agreement Lennar Carolinas, LLC Depot 293 Page 93 Page

 CN8-A4: Policy Regarding Town Participation in Utility Projects - F Lennar Carolinas, LLC - Depot 499 PUD 	Reimbursement Agreement -
	APEX
	1873
	Z

DEVELOPMENT AGREEMENT

WAKE COUNTY

This Development Agreement (the "Agreement"), made this the day of
, 2023, by and between the Town of Apex, a municipal corporation under the laws of
North Carolina (the "Town") and Lennar Carolinas, LLC, a Delaware limited liability company (the
"Developer").

WITNESSETH:

WHEREAS, Developer is the owner of those certain tracts of real property identified as New Lot 3 and New Lot 4 totaling approximately 30.65 acres and located between South Salem Street to the south, Apex Barbecue Road to the north, and NC-540 to the west, as depicted on the map entitled Depot 499 Recombination Plat (the "Map"), recorded in Book of Maps 2022, Pages 2237 - 2240 at the Wake County Register of Deeds and the developer and contract purchaser of New Lot 1, containing 32.54 acres, as shown on the Map, and New Lot 1, containing 73.34 acres, as shown on the map recorded in Book of Maps 2022, Pages 213 - 214 at the Wake County Register of Deeds (the "**Properties**") and plans to develop the Properties or cause the development of the Properties as a PUD with residential and commercial uses in accordance with the Depot 499 PUD Plan; and

WHEREAS, the Developer desires to construct a waterline and all necessary or convenient appurtenances thereto (collectively, the "Facilities") to connect the Properties to certain existing Town water infrastructure so that the Developer can develop the Properties in the manner that Developer desires. Developer further desires for the Town to accept the public dedication of the Facilities once built and to assume maintenance of the Facilities; and

WHEREAS, to meet its needs, the Developer proposes to arrange for, accomplish, and finance the extension, construction, and installation of the Facilities, upon, across, beneath, and through land adjacent to the Properties pursuant to Chapter 12 of the Town's Code of Ordinances; and

WHEREAS, Developer has agreed to construct the Facilities in accordance with the Town's Master Water Plan at a 20-inch size which is in excess of the 10-inch waterline required to serve the Developer's proposed development; and

WHEREAS, pursuant to North Carolina General Statutes 160A-320, the Town has a duly adopted "Policy Regarding Town Participation in Utility Projects" governing reimbursement of costs incurred by private developers in constructing extensions of public utilities infrastructure and related public improvements (the "**Policy**"); and

WHEREAS, the Town has determined that the public cost of the improvement subject to reimbursement will not exceed \$250,000 and that the coordination of separately constructed

improvements would be impracticable and therefore, desires to optimize the expansion of its utility infrastructure and related public improvements while minimizing the cost to the Town.

NOW, THEREFORE, IT IS HEREBY AGREED between the Town and the Developer:

- 1. <u>Recitals.</u> The foregoing recitals shall constitute an integral part of this Agreement, and this Agreement shall be construed in light thereof.
- 2. <u>Construction of Improvements.</u> The Developer shall, at its own expense, construct the Facilities, all of which are more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Plans**"). The Developer shall design, construct and install the Facilities (i) in a good and workmanlike manner, (ii) in compliance with this Agreement, the Policy, Town Specifications, and all applicable Federal, State, and local laws, statutes, ordinances, rules, regulations, policies, and specifications, and (iii) in accordance with the Plans. The Developer hereby represents to the Town, and the Town concurs, that the Facilities are in excess of the size and/or capacity of the facilities required to serve the Developer's proposed development, and therefore the Facilities are subject to reimbursement pursuant to the Policy.

The Developer shall administer the construction contract without cost or expense to the Town except as provided for in this Agreement, and the Town may require the Developer to file reports of its administration with the Town's Engineer.

3. Certification, Inspection, and Acceptance of Facilities. Upon completion of construction of the Facilities, Developer shall provide the Town with written certification and as-built drawings from Developer's designated consulting engineering firm that the Facilities are complete and have been constructed and installed in compliance with this Agreement and within appropriate easements or fee simple parcels. The Facilities shall be offered for public dedication to the Town upon completion of construction and shall be subject to inspection and acceptance by the Town. Upon the inspection and acceptance of the Facilities, Developer shall take any steps necessary to transfer title to and possession of the Facilities, including but not limited to all steps necessary to acquire and transfer to the Town all easement rights, rights-of-way, and all other rights of use, access, ingress and egress, necessary or desirable for the existence, improvement, use, operation, inspection, maintenance, repair, reconstruction, replacement and/or removal of the Facilities. Thereafter, the Town shall own the Facilities and have exclusive possession and control of the Facilities. In the event that any defect or breach of warranty claim becomes known after acceptance and dedication of the Facilities, Developer agrees either to pursue its rights and claims against the contractor or other party responsible for the defect or breach of warranty and pay over any recoveries to the Town or to assign such rights and claims to the Town as directed by the Town.

4. <u>Approved Project Costs.</u>

- a. The "Approved Project Costs" are those costs attributed to the construction of the waterline as shown in the estimate provided by the Developer's Engineer and attached hereto as **Exhibit B.** Costs that are not certified by the Developer's Engineer and approved by the Town's Engineer shall not be included in the Approved Project Costs. Approved Project Costs shall not include any costs for designing, bidding, and managing services, or for acquisition of property or easements required for construction of the Facilities. The Developer's engineer shall provide an estimate of the incremental cost differential for the construction of a 20" waterline instead of a 10" waterline. The amount of the actual incremental construction costs is subject to the review and approval of the engineer designated by the Town (the "Approved Incremental Construction Cost").
- b. The Town shall not participate in or be responsible to pay or reimburse any change order increasing the costs of the Facilities unless agreed to by the Town and approved by the Town's Engineer in writing prior to execution of the change order. In other words, the costs associated with a change order shall be excluded from the Approved Project Costs unless the change order is pre-approved by the Town's Engineer, which approval will not be unreasonably withheld, conditioned or delayed. Developer shall immediately upon learning of a proposed change order provide the Town with all the documentation and information needed for the Town to evaluate the proposed change order. In addition, the Approved Project Costs incurred by Developer in constructing the Facilities shall reflect any cost savings that reduce the amount that the Developer actually pays to construct the Facilities.
- 5. <u>Reimbursements</u>. The Town shall reimburse the Approved Incremental Construction Cost as provided below:
 - a. *Credits*. The Developer shall receive a credit against water capital reimbursement fees otherwise due to the Town for the development of the Properties but not yet paid up to a total combined amount of credits that is equal to the total amounts of the Approved Incremental Construction Cost not to exceed \$250,000.
 - b. *Payments*. If the fee credits are less than the Approved Incremental Construction Cost, the Town shall reimburse the Developer the remaining unreimbursed balance of the Approved Incremental Construction Cost in one lump sum payment to be made to Developer within sixty (60) days after the Facilities are dedicated and accepted as required by Paragraph 3 above.
 - c. The reimbursement referenced in this Paragraph 5 shall be the only credits, reimbursements, payments, compensation or other remuneration to which the Developer shall be entitled in connection with this Agreement. In no event shall the credits, payment, or reimbursement paid by the Town under this Agreement exceed the Approved Incremental Construction Cost.

6. <u>Notices.</u> Any notice given pursuant to this Agreement shall be deemed given if (a) delivered by hand, or (b) faxed to the addressee and then deposited in the United States Mail to the addressee, postage paid certified mail, return receipt requested and addressed as follows:

If to the Town: Town of Apex

Post Office Box 250 Apex, NC 27502-0250

Attention: Michael Deaton, Water Resources Director

Email: michael.deaton@apexnc.org

If to Developer: Lennar Carolinas, LLC

1100 Perimeter Park Drive, Suite 112

Morrisville, NC 27560 Attn: Stephen Dorn

Email: stephen.dorn@lennar.com

- 7. <u>Termination for Failure to Complete</u>. If Developer does not complete construction of the Facilities on or before the fifth anniversary of the full execution of this Agreement absent force majeure delays (as defined below), the Town may terminate this Agreement and have no further obligations to Developer.
- 8. <u>Delay Beyond the Control of the Parties.</u> Neither Developer nor Town, having taken commercially reasonable precautions, 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 natural disaster, fire, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disobedience, or other event reasonably outside of the parties' control. Due to the ever-changing circumstances surrounding the COVID-19 pandemic, situations may arise during the performance of this Agreement that affect availability of resources and staff of Developer or Developer's contractors or the Town. There could be changes in anticipated performance times and service costs. Developer will exercise reasonable efforts to overcome the challenges presented by current circumstances. The Parties agree that they shall not be liable to each other for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 pandemic.
- 9. <u>Indemnification.</u> To the extent permitted by law, the Developer 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 solely caused by the negligence of the Developer or Developer's contractors.

- 10. <u>Anti-Human Trafficking.</u> The Developer warrants and agrees that no labor supplied by the Developer or the Developer'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.
- 11. <u>Insurance.</u> The Developer 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 Developer shall require all of the Developer's subcontractors to maintain and show proof of workers' compensation and employer's liability insurance in the minimum amount of \$1,000,000. The Developer 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 Developer 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. <u>Nondiscrimination.</u> Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Developer hereby warrants and agrees that Developer will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.
- 13. <u>E-Verify Compliance.</u> The Developer shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Developer shall require all of the Developer's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Town shall comply with North Carolina General Statute § 160A-169.1 (E-Verify).
- 14. <u>Complete Agreement, Modifications, Waiver and Assignment.</u> This Agreement constitutes the entire agreement between the parties hereto and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had

between these parties are merged herein. This Agreement may not be changed, modified, or amended orally, but only by an agreement in writing signed by both the Town and the Developer. No waiver of any of the provisions to this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. This Agreement is not assignable without the written consent of all parties to this Agreement. There are no third-party beneficiaries of this Agreement.

- 15. <u>No Agency, Joint Venturer Relationship.</u> The Town and the Developer agree to exercise good faith in dealing with each other. The Town and the Developer are not agents, partners, or joint venturers of any kind, and the Town shall have no relationship via this Agreement with any third party with whom the Developer contracts in furtherance of this Agreement.
- 16. <u>Choice of Law, Jurisdiction, and Venue.</u> This Agreement shall be governed, interpreted and construed under the laws of the State of North Carolina without regard to principals of conflicts of laws. The parties agree that any dispute or other matter concerning this Agreement shall be decided by state or federal courts sitting in Wake County, North Carolina. The parties irrevocably submit to the sole and exclusive jurisdiction of such courts and waive all objections and defenses based on jurisdiction and/or improper or inconvenient venue. The parties agree that this Agreement may be enforced by specific performance.
- 17. <u>Electronic Signature.</u> Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this Agreement and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The Parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the Agreement and any related documents. If electronic signatures are used the Agreement shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

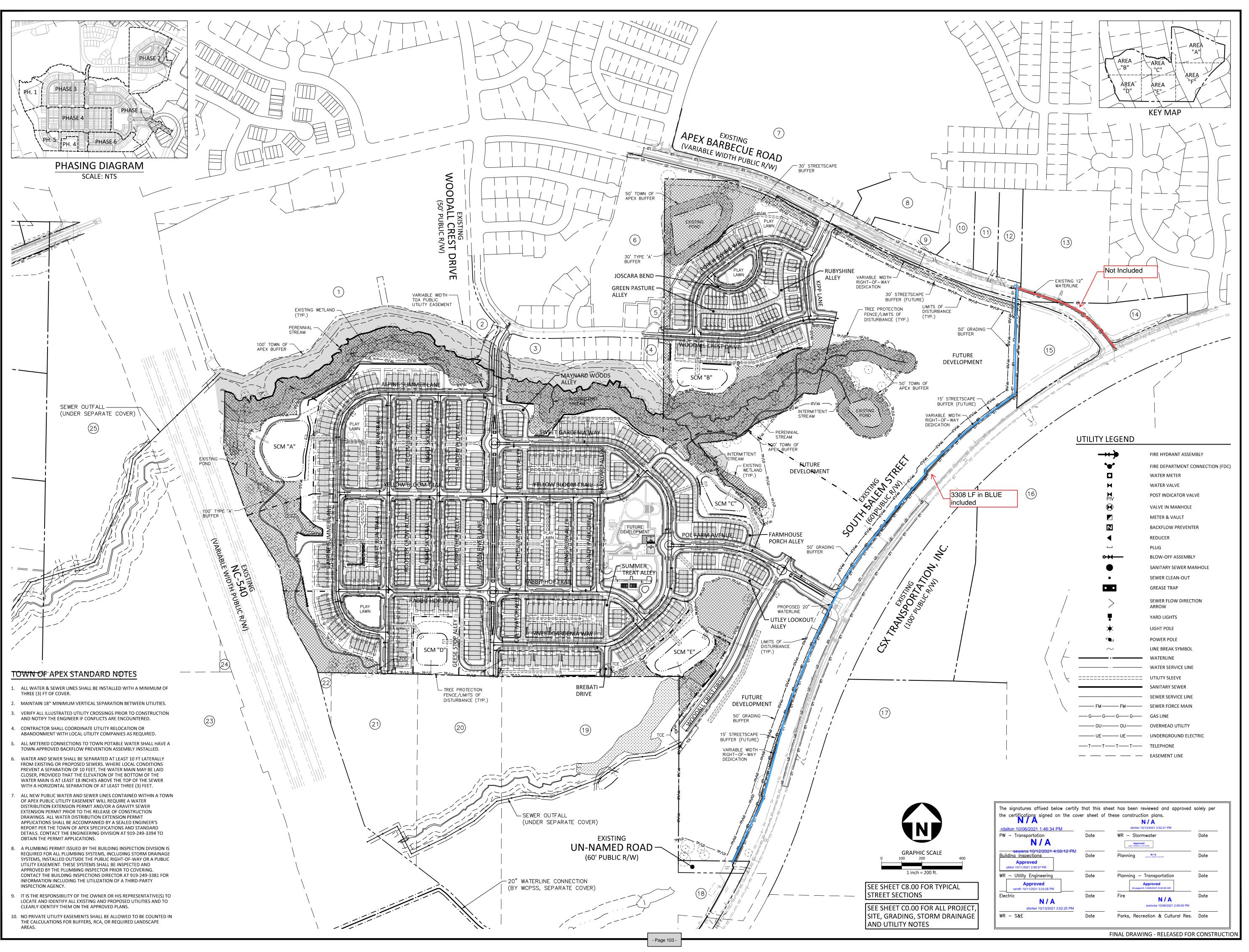
[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Town and the Developer have duly executed this Agreement under seal as of the day and year first above written.

	TOW	N OF APEX		
	BY:			
ATTEST:		Shawn Pur	vis, Interim Town	Manager
Allen Coleman, Town Clerk				
STATE OF NORTH CAROLINA WAKE COUNTY)			
I, a Notary Public of the County and before me this day and acknowledge Municipal Corporation, and that by foregoing instrument was signed in attested by her as its Town Clerk.	ed that l authori	he is Town C ty duly given	lerk of the Town of and as the act of	of Apex, a North Carolina the corporation, the
Witness my hand and official stamp	or seal	, this the	day of	, 20
[Signature of Notary Public]			[AFFIX NOT	'ARIAL STAMP SEAL]
My Commission Expires:				
This instrument has been pre-audited Fiscal Control Act	d in the	manner requ	ired by the Local	Government Budget and
Ву:	_			
Antwan Morrison, Finance Dire	ector			

DEVELOPER

	LENNAR CAROLINAS, LLC, a Delaware limited liability company
	BY:
	Print Name: Robert Smart
	Title: Vice President
STATE OF	
COUNTY OF	
	e aforesaid, do hereby certify that Robert Smart, Vice limited liability company, personally appeared before the foregoing instrument on behalf of
Witness my hand and official stamp or se	eal, this the, 2023.
	[AFFIX NOTARIAL STAMP SEAL]
[Signature of Notary Public]	
My Commission Expires:	





The John R. McAdams Company, Inc 2905 Meridian Parkway Durham, NC 27713

phone 919. 361. 5000 fax 919. 361. 2269 license number: C-0293, C-187

www.mcadamsco.com

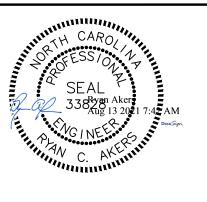
CLIENT

LENNAR

1100 PERIMETER PARK, SUITE 112 MORRISVILLE, NC 27560 PHONE: 919. 465. 5929



LENNAR®



REVISIONS

NO. DATE

1 04. 01. 2021 PER TOWN OF APEX COMMENTS 2 06. 01. 2021 PER TOWN OF APEX COMMENTS

3 07. 09. 2021 PER TOWN OF APEX COMMENTS

4 08. 13. 2021 PER TOWN OF APEX COMMENTS

PLAN INFORMATION

PROJECT NO. LEN-19090 FILENAME LEN19090-CD-OAU1

CHECKED BY DRAWN BY 1"=200' 08. 13. 2021

SHEET

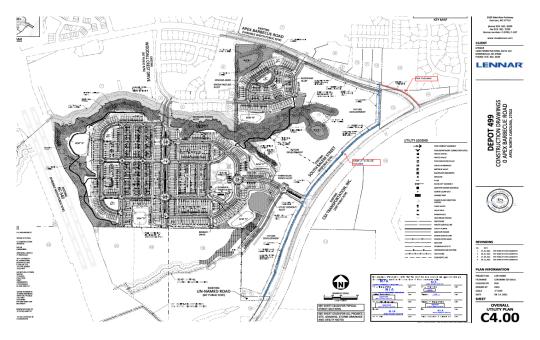
OVERALL UTILITY PLAN

Depot 499 Waterline Developer Agreement-Exhibit B

<u>Item</u>	LF	\$/LF	Tot	tal	<u>Notes</u>
					Contractor Pricing-Portion of waterline running from Apex BBQ connection to
20" Ductile Iron Pipe	3308	\$ 130.00	\$	430,040.00	"Unnamed ROW" per exhibit
10" Ductile Iron Pipe	3308	\$ 66.00	\$	218,328.00	Contractor Pricing for 10"
Difference Subtotal			\$	211,712.00	
20" MJ Gate Valve & Box	3	\$ 20,000.00	\$	60,000.00	Contractor Pricing for 20" as installed
10" MJ Gate Valve & Box	3	\$ 3,000.00	\$	9,000.00	Contractor Pricing for 10"
Difference Subtotal			\$	51,000.00	
20" x 12" MJ Tee (Full Body)	2	\$ 3,000.00	\$	6,000.00	Contractor Pricing for 20" as installed
10" x 10" MJ Tee (Full Body)	2	800	\$	1,600.00	Contractor Pricing for 10"
Difference Subtotal			\$	4,400.00	
20" MJ 45 Bend	9	\$ 3,840.00	\$	34,560.00	Contractor Pricing for 20" as installed
10" MJ 45 Bend	9	\$ 670.00	\$	6,030.00	Contractor Pricing for 10"
Difference Subtotal			\$	28,530.00	
20" Blow Off Assembly	1	\$ 36,000.00	\$	36,000.00	Contractor Pricing for 20" as installed
10" Blow Off Assembly	1	\$ 3,800.00	\$	3,800.00	Contractor Pricing for 10"
Difference Subtotal			\$	32,200.00	
Difference Total			\$	327,842.00	Total difference from a 10" to a 20"

Reimbursement				<u>Notes</u>
Costs Difference from 10" to a 20"		\$:	327,842.00	20" costs minus 10" costs per contractor pricing above
Total Requested Reimbursement		\$:	250,000.00	Amount to be credited towards water capacity fees

Lennar Water Capacity Fees	<u>Homesites</u>	\$/homesite	Total	<u>Notes</u>
Lennar Water Capcity Fees PRIOR to 7-1-2023	94	\$ 1,783.00	\$ 167,602.00	Total denotes total amount for 94 townhomes
Lennar Water Capcity Fees POST to 7-1-2023	489	\$ 1,788.00	\$ 874,332.00	Total denotes total amount for 489 townhomes
				Sub total denotes total amount Lennar would owe for water capacity fees as of
Subtotal			\$ 1,041,934.00	7/20/2023
				Denotes sub-total of lennar water capacity fees minus "Total Requested
Amount Lennar owes post Dev Agreement			\$ 791,934.00	Reimbursement"



WATER AND SEWER CAPITAL REIMBURSEMENT FEES

Calculated and collected by Inspections and Permitting & Planning

The purpose of Capital Reimbursement Fees are one-time capital charges assessed against new development as a way to provide or cover a proportional share of the costs of capital facilities. These treatment facilities provide the system capacity that each new development will demand when connected to the water and sewer systems. Additional fee assessments shall be required of nonresidential customers who, after paying a Capital Reimbursement Fees fee, expand their service requirements. A 75% grant may be available in the Central Business District.

be available in the central	Dusiness District.		
Meter Size (inches)	Water Fee	Sewer Fee	Total Fees
3/4	\$1,783	\$3,675	\$5,458
1	\$2,972	\$6,124	\$9,096
1.5	\$5,943	\$12,249	\$18,192
2	\$9,509	\$19,598	\$29,107
3	\$19,019	\$39,195	\$58,214
4	\$29,717	\$61,243	\$90,960
6	\$59,433	\$122,486	\$181,919
8	\$95,093	\$195,977	\$291,070
10	\$249,620	\$514,439	\$764,059
12	\$314,997	\$649,173	\$964,170

Town of Apex Water Capital Fees POST 7/1/2023

WATER AND SEWER CAPITAL REIMBURSEMENT FEES

Calculated and collected by Inspections and Permitting & Planning

The purpose of Capital Reimbursement Fees are one-time capital charges assessed against new development as a way to provide or cover a proportional share of the costs of capital facilities. These treatment facilities provide the system capacity that each new development will demand when connected to the water and sewer systems. Additional fee assessments shall be required of nonresidential customers who, after paying a Capital Reimbursement Fees fee, expand their service requirements. A 75% grant may be available in the Central Business District.

Meter Size (inches)	Water Fee	Sewer Fee	Total Fees			
3/4	\$1,788	\$4,290	\$6,078			
1	\$2,980	\$7,150	\$10,130			
1.5	\$5,960	\$14,300	\$20,260			
2	\$9,536	\$22,880	\$32,416			
3	\$19,072	\$45,760	\$64,832			
4	\$29,800	\$71,500	\$101,300			
6	\$59,600	\$143,000	\$202,600			
8	\$95,360	\$228,800	\$324,160			
10	\$250,320	\$600,600	\$850,920			
12	\$315,880	\$757,900	\$1,073,780			

Contractor Pricing

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	*****As Installed*****				
100	20" Ductile Iron Pipe RJ	3,308.00	LF	160.00	529,280.00
102	12" Ductile Iron Pipe	20.00	LF	77.00	1,540.00
104	20" Restrained Joint Carrier Pipe	60.00	LF	200.00	12,000.00
106	Bore & Jack 42" Casing	60.00	LF	900.00	54,000.00
108	20" MJ Gate Valve & Box	3.00	EA	20,000.00	60,000.00
110	12" MJ Gate Valve & Box	2.00	EA	3,600.00	7,200.00
112	20"x12" MJ Tee (Full Body)	2.00	EA	3,000.00	6,000.00
114	20" MJ 45 Bend	9.00	EA	3,840.00	34,560.00
116	20" Blow Off Assembly	1.00	EA	36,000.00	36,000.00
118	Testing	1.00	LS	14,500.00	14,500.00
	Subtotal				755,080.00
	*****Comparision 10" Line****				
	•				
400		3,308.00		66.00	218,328.0
402	*	20.00	LF LF	66.00	1,320.0
404			LF	80.00	4,800.0
406 408		60.00 3.00		550.00	33,000.0
408				3,000.00	9,000.0
		2.00		3,000.00	6,000.0
			EA	800.00	1,600.0
412	. 37				
412 414	10" MJ 45 Bend	9.00	EA	670.00	
412 414 416	10" MJ 45 Bend 10" Blow Off Assembly	9.00 1.00	EA EA	3,800.00	3,800.0
412 414	10" MJ 45 Bend 10" Blow Off Assembly	9.00	EA EA		6,030.00 3,800.00 14,500.00 298,378.00

Policy Regarding Town Participation in Utility Projects

- 1. A developer or property owner is required to install water and sewer facilities sufficient to meet the needs of their development. In order to provide for the orderly and efficient long term growth of the Town's water and sewer infrastructure, the Town of Apex may contract with a developer or property owner ("Developer") for the construction of utility improvements that are adjacent or ancillary to a private land development project and in excess of the needs of the private land development project ("Oversized Improvements"). Facilities shall be sized in accordance with the Town's Water and Wastewater Facilities Plan ("Plan") or as approved by the Director of Water Resources.
- 2. When Oversized Improvements are required by the Plan, the Developer shall be reimbursed for cost associated with the design and construction of improvements that are in addition to those required to serve the needs of the development in accordance with this Policy.
- 3. Developer shall be reimbursed the incremental cost differential for construction of water distribution lines, sanitary sewer collection lines, sewer pump stations, and sewer force mains under the following conditions:
 - a. The Oversized Improvements exceed the needs of the development; and
 - b. The waterline distribution line or sanitary sewer collection line, as applicable, is greater than an 8 inch line; and
 - The Developer complies with Article 8 of Chapter 143 of the North Carolina General Statutes when awarding contracts where the estimated public cost exceeds \$250,000;
 and
 - d. The Developer administers the construction contract without cost or expense to the Town and file reports of its administration with the Town's Water Resources Director or the Water Resources Director's designee; and
 - e. A Reimbursement Agreement is approved by the Town Council.
- 4. "Approved Incremental Construction Cost" shall be determined as follows: The incremental cost differential for the Oversized Improvements shall be determined by (a) conducting a publicly bid construction contract process showing the minimum required sizing sufficient to meet the needs of the development as the base bid and the Oversized Improvements as an alternate bid or (b) based on a set unit price cost differential using the Town's published costs for determining performance guarantees. In the case of a pump station, certified estimates will be provided by Developer Engineer and Town Engineer to analyze and reach agreement on an "Oversized Improvement Percentage". The Oversized Improvement Percentage would be applied to the publicly bid pricing to determine the Approved Incremental Construction Cost. Any or all of the above methods may be used for a single project or as agreed to in the Reimbursement Agreement. The Approved Incremental Construction Cost shall not include any change orders increasing the costs of the construction unless reviewed and approved by the

Town's Water Resources Director or the Water Resources Director's designee in writing prior to execution of the change order.

- 5. In addition to the Approved Incremental Construction Cost, the Developer may be reimbursed for non-construction costs such as engineering, surveying, and land acquisition in an amount not to exceed 15% of the Approved Incremental Construction Cost; provided however, Developer must comply with the Mini-Brooks Act and any other state law or regulation applicable to procuring those services as if the Town were procuring said services ("Approved Incremental Design Cost"). The aggregate of the Approved Incremental Construction Cost and Approved Incremental Design Cost is the "Town's Share."
- 6. Upon completion of construction of the Oversized Improvements and acceptance of the facilities by the Town, Town's Share shall be reimbursed as follows:
 - a. Developer shall receive a credit against Developer owed Capital Reimbursement Fees ("Fee Credits").
 - b. Upon acceptance of the facilities and annually thereafter, Developer shall receive payments of any remaining Town Share ("Annual Payment") in accordance with the following schedule:
 - Town Share less Fee Credits is less than or equal to \$800,000, Annual Payment shall be paid out over a period of time not to exceed 4 years.
 - Town Share less Fee Credits is between \$800,000 and \$1,200,000, Annual Payment shall be paid out over a period of time not to exceed 6 years.
 - Town Share less Fee Credits is between \$1,200,000 and \$1,600,000, Annual Payment shall be paid out over a period of time not to exceed 8 years.
 - Town Share less Fee Credits is greater than \$1,600,000, Annual Payment shall be paid out over a period of time not to exceed 10 years.

For example, if the Town's share is \$600,000 and the Fee Credits equal \$100,000, the remaining \$500,000 will be spread among 4 equal Annual Payments of \$125,000.

- c. Reimbursement for water system improvements shall only be received from Water Capital Reimbursement Fee funds. Likewise, reimbursement for sewer system improvements shall only be received from Sewer Capital Reimbursement Fee funds.
- d. In no event shall the Fee Credits or the aggregate of the Fee Credits and Annual Payment received by the Developer exceed the amount of the Town's Share.
- 7. The Town's obligation to reimburse Developer under this Policy shall automatically terminate on the 10th anniversary of the acceptance of the completed facilities by the Town or the date on which the Developer has been reimbursed in full the amount of the Town's Share, whichever occurs first.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 12, 2024

Item Details

Presenter(s): Steve Adams, Real Estate and Utilities Acquisition Specialist

Department(s): Transportation and Infrastructure Development

Requested Motion

Motion to approve a resolution titled "Resolution to Abandon Portion of Existing Public Drainage Easement" which will abandon areas shown on the attached exhibit at the Kiddie Academy 905 Acton Street property in Apex, North Carolina.

<u>Approval Recommended?</u>

Yes

Item Details

The Town of Apex currently has a Public Drainage Easement on the property at 905 Acton Street and is shown on Book of Maps 2019 Page 1552.

As part of a new construction project [Kiddie Academy] the Town is requesting to abandon a portion of the existing Public Drainage Easement so the remainder can convert to private ownership.

Town staff has determined that the area being abandoned is no longer required as public infrastructure and recommends donation of the land and easements.

Attachments

- CN9-A1: Resolution Abandon Existing Drainage Easement Kiddie Academy 905 Acton Street
- CN9-A2: Exhibit A Plat Map Abandon Existing Drainage Easement Kiddie Academy 905 Acton Street
- CN9-A3: Original Easement Plat Map REFERENCE ONLY Abandon Existing Drainage Easement Kiddie Academy 905 Acton Street

RESOLUTION NO. 2024-

A Resolution to Abandon a Portion of an Existing Public Drainage Easement

WHEREAS, TTM Development, LLC (the "Owner") is the owner of a certain tract of land in or near the Town of Apex which is described in the deed recorded in Deed Book 19065, Page 0572, Wake County Registry (the "Subject Property");

WHEREAS, public utility easement interests designated as "NEW 20' TOA PUE (DRAINAGE) 0.0867 ACRE, 3,775 SF" across the Subject Property were conveyed to the Town by an instrument recorded in Book of Maps 2019, Page 1552, Wake County Registry (the "Easement");

WHEREAS, the Owner desires the Town to abandon any interest that the Town has in that portion of the Easement in that certain area designated as "PRIVATE SCM MAINTENANCE & ACCESS EASEMENT" as shown on that certain survey plat entitled "SITE PLAN FINAL PLAT FOR KIDDIE ACADEMY 905 ACTON STREET, APEX, N.C. 27523 NC PIN NO. 0722-66-4575 WHITE OAK TOWNSHIP, WAKE COUNTY NORTH CAROLINA FEBRUARY 12, 2024 SHEET 3 OF 3" prepared by TRUE LINE SURVEYING, P.C., dated January 15, 2024, and recorded in Book of Maps 2024, Page 0489, said survey being attached hereto as Exhibit A; (the "Abandoned Portion of Easement");

WHEREAS, the Abandoned Portion of Easement is further labeled and identified on Exhibit A as follows:

PRIVATE SCM MAINTENANCE & ACCESS EASEMENT

WHEREAS, the Town has no need for the Abandoned Portion of Easement and it has no market value; and

WHEREAS, the Town Council considers it advisable to abandon the Abandoned Portion of Easement.

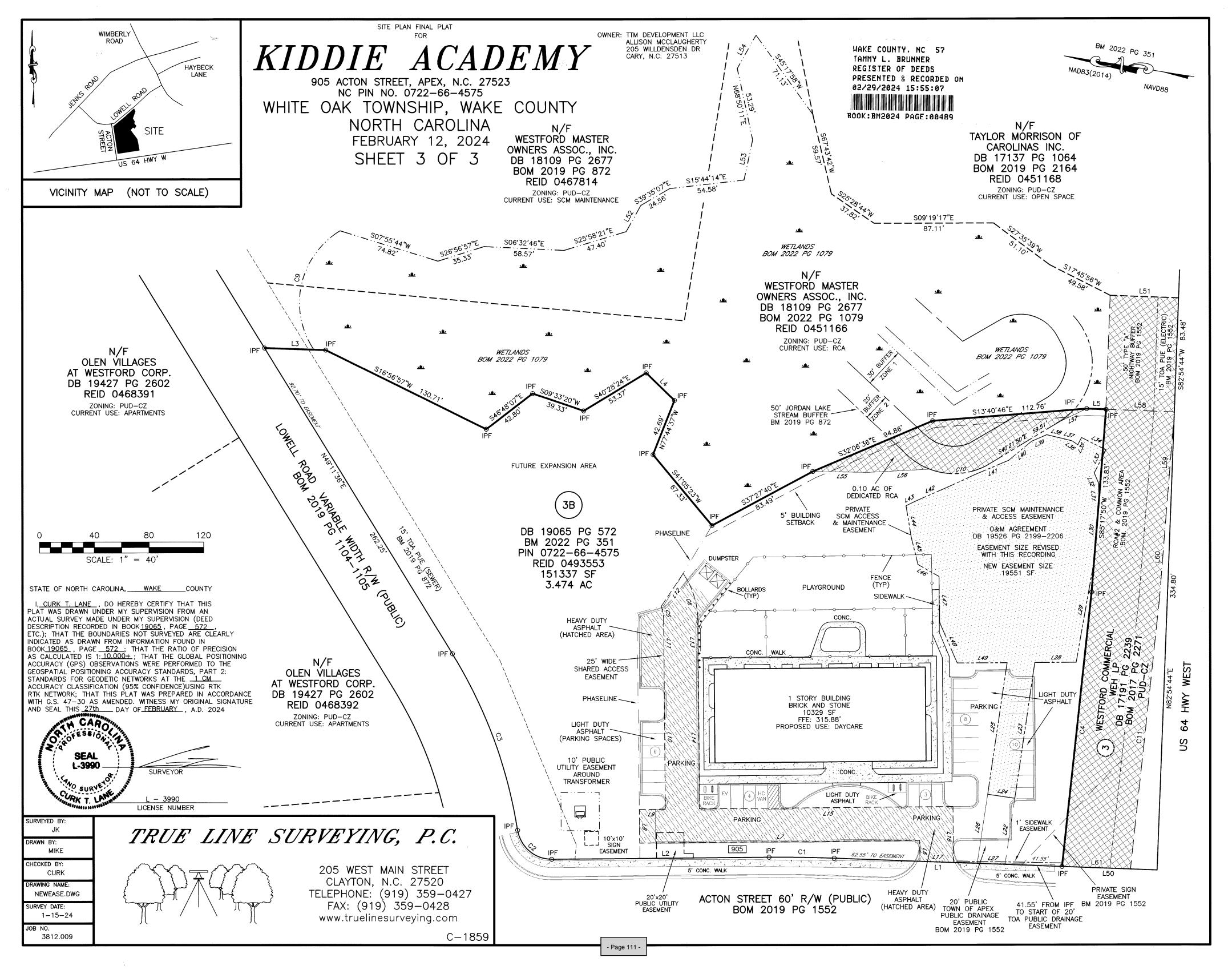
NOW, THEREFORE, BE IT RESOLVED by the Town Council as follows:

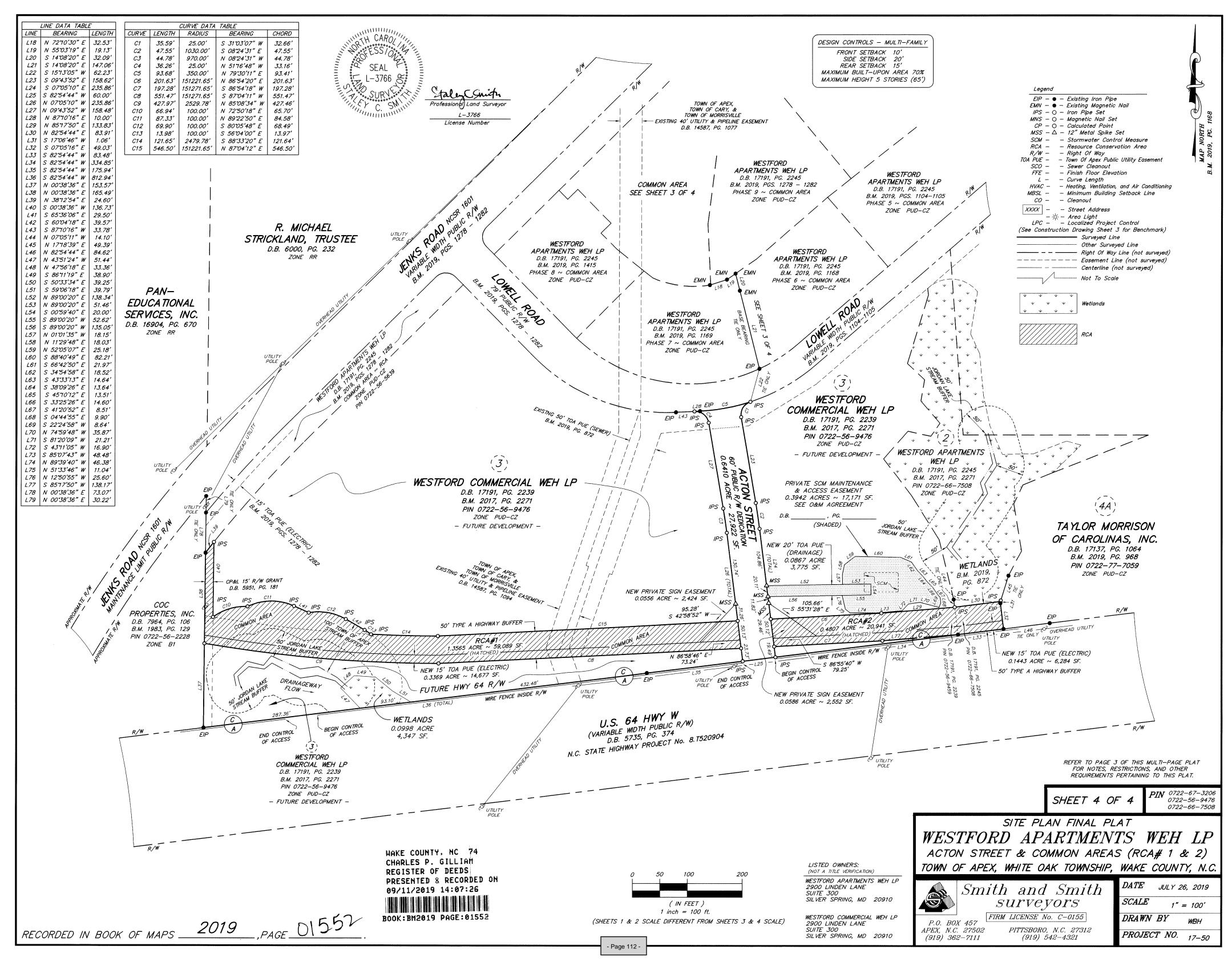
- 1. The Town Council of the Town of Apex hereby abandons any and all interest it has in the Abandoned Portion of Easement as shown on Exhibit A attached hereto in accordance with Paragraph (2) below, provided however, the Town specifically retains any and all property interest it has in the portion of the Easement shown on Exhibit A bounded by lines L22, L24, L26, and L27, and any other easement interests it may have on the Subject Property not specifically identified as abandoned herein.
- 2. The Abandoned Portion of Easement shall be abandoned effective upon, the adoption of this Resolution by the Town of Apex Town Council.
 - 3. That the Town Manager or Assistant Town Manager is hereby authorized

to make, execute, and deliver to the owners of the Subject Property an instrument, in a form suitable for recording, releasing whatever interest the Town might have in and to the Abandoned Portion of Easement.

Upon motion duly made by Council Member_______, and duly seconded noil Member_______, the above Resolution was duly adopted by the

by Council Member	_, tne above Re	esolution was duly adopted by the
Apex Town Council at the meeting held on the _	day of	2024, in the Town Hall.
Upon call for a vote the following Counci	il Members vot	ted in the affirmative:
and the following Council Members voted	d in the negativ	ve:
This the day of	2024.	
	ТО	WN OF APEX
	Jaco	ques K. Gilbert, Mayor
ATTEST:		
Allen L. Coleman, Town Clerk, CMC, NCCCC		





| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 12, 2024

Item Details

Presenter(s): Matthew Reker, Utilities Engineering Intern

Department(s): Water Resources

Requested Motion

Motion to adopt a resolution titled "Resolution Accepting American Rescue Plan Funds" which are grant funds from the NC Division of Water Infrastructure (DWI) to complete an Asset Inventory and Assessment (AIA), approve the corresponding Capital Project Ordinance Amendment 2024-8, and authorize the Interim Town Manager to execute the grant agreement and other grant related documents.

<u>Approval Recommended?</u>

Yes

Item Details

NC Division of Water Infrastructure (DWI)'s Administration Department overseeing the American Rescue Plan Act (ARPA) funds has reviewed and accepted the Town of Apex's application for grant funding to a total of \$400,000.

The Town will be utilizing a consultant engineering firm to complete a Sanitary Sewer Evaluation Survey (SSES) throughout Apex to analyze its current state, forecast future conditions, and provide recommendations for maintenance and capital project needs. Project is planned to be completed in three phases:

- 1. System Evaluation,
- 2. Field Condition Services, and
- 3. Asset Management Plan Development

The corresponding Capital Project Ordinance Amendment 2024-8 allocates the \$400,000 grant award.

Attachments

- CN10-A1: Funding Offer and Acceptance Letter Resolution North Carolina Division of Water Infrastructure American Recuse Plan (ARP) Grant Funds and Capital Project Ordinance Amendment No. 2024-8
- CN10-A2: Resolution North Carolina Division of Water Infrastructure American Recuse Plan (ARP) Grant Funds and Capital Project Ordinar Page 113 Pa

•	CN10-A3: Task-Order No. 2 - Master Agreement w-Hazen and Sawyer - North Carolina Division of Water Infrastructure American Recuse Plan (ARP) Grant Funds and Capital Project Ordinance Amendment No. 2024-8 CN10-A4: Capital Project Ordinance Amendment 2024-8 - North Carolina Division of Water
•	Infrastructure American Recuse Plan (ARP) Grant Funds
	APE+ 1873

ROY COOPER Governor ELIZABETH S. BISER Secretary SHADI ESKAF Director



September 5, 2023

Ms. Catherine Crosby Town of Apex PO Box 250 Apex, NC 27502

SUBJECT: Offer & Acceptance for American Rescue

Plan Funding Town of Apex

Evaluation of the Current State of the

Collection System

Project No. AIA-W-ARP-0052 UEID No. NDRHHH8B3C85

Dear Ms. Crosby:

The Town of Apex has been approved for American Rescue Plan (ARP) funding from the State Fiscal Recovery Fund in the amount of \$400,000 for an Asset Inventory and Assessment (AIA) study. Projects funded from the State Fiscal Recovery Funds established in S.L. 2021-180/S.L. 2022-74 must meet applicable federal law and guidance for the ARP funds.

Enclosed are two (2) copies of an offer-and-acceptance document, extending ARP funding in the amount of \$400,000. This offer is made by the Division of Water Infrastructure (DWI), subject to the assurances and conditions set forth in the enclosed offer-and-acceptance document. Funds will not be disbursed unless this offer is accepted.

Upon your acceptance, please submit the following items to Pam Whitley, via email at Pam.Whitley@deq.nc.gov, or via mail at Division of Water Infrastructure (DWI), 1633 Mail Service Center, Raleigh, North Carolina 27699-1633:

- 1. One (1) copy of the original offer-and-acceptance document, executed by the Authorized Representative for the project, along with the signed "Standard Conditions and Assurances" for ARP Projects. **Please retain the second copy for your files.**
- 2. A resolution (sample copy attached), adopted by the governing body, accepting the offer, and making the applicable assurances contained therein.
- 3. Sales Tax Certification, if applicable (attached).



- 4. ARPA Engineering Services Procurement Certification (attached).
- 5. One (1) copy of all executed service agreements and/or contracts.

All work associated with this project must be completed within 24 months of the date of this letter.

Once the subject project has commenced, the enclosed "reimbursement request form" must be completed and submitted with all reimbursement requests. You are free to reproduce this form should additional copies be needed. Additional information and template forms can be found on DWI's website under the "I Have Funding – Construction and Reimbursement" page. Reimbursement requests should be sent to Susan Kubacki, your Viable Utility Unit Project Manager, at the address noted.

As a reminder, a memorandum requesting your federal identification number was included with the Letter of Intent to Fund. You must complete and submit this no later than the time when you choose to submit your first request for reimbursement.

On behalf of the Department of Environmental Quality, I am pleased to extend this offer of ARP funds, made available by the North Carolina Fiscal Recovery Fund. Should you have any questions concerning this offer of funding, or any of the stipulations outlined in this offer package, please contact Susan Kubacki at susan.kubacki@deq.nc.gov or 919-707-9181.

Sincerely,

DocuSigned by:

Victor D'Amato

-- 52CD62E9DA6B44F...

Victor A. D'Amato, PE

Division of Water Infrastructure, NCDEQ

Enclosures: Offer-and-Acceptance Document (2 copies)

Resolution by Applicant's Governing Body to Accept an Offer of Funding

Sales-Tax Certification Form

ARPA Engineering Services Procurement Certification

Reimbursement Request Form

CC: Catherine Crosby, <u>Catherine.crosby@apexnc.org</u>

Brian Porter, Hazen and Sawyer, Raleigh, NC, bporter@hazenandsawyer.com

Jennifer House (via email)

DWI Administrative Unit (via email)

Susan Kubacki (via email)

Matthew Rushing, EI (via email)

FILE: ARPA (Agreement Number 2000063133)



North Carolina Department of Environmental Quality | Division of Water Infrastructure
512 N. Salisbi - Page 116 - ail Service Center | Raleigh, North Carolina 27699-1633

STATE OF NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY DIVISION OF WATER INFRASTRUCTURE

Funding Offer and Acceptance			
Legal Name and Address of Award Recipient	Project Number:	AIA-W-ARP-0	0052
Town of Apex PO Box 250 Apex, NC 27502	Recipient's UEID#:	NDRHHH8B3	C85
Drinking Water ☐ Wastewater ☒ Both ☐	To	otal Grant Offere	
Distressed ☐ Not Distressed ⊠		Total Grant Offered	
ARPA Training Grant			
ARPA Asset Inventory & Assessment Grant (AIA)		\$ 400,000	
ARPA Merger/Regionalization Feasibility Grant (MRF)			
Project Description:	Total Financial Assis	tance Offer:	\$ 400,000
Evaluation of the Current State of the Collection System			
 Pursuant to North Carolina General Statute 159G: The applicant is eligible under Federal and State law, The project is eligible under Federal and State law, ar The project has been approved by the Department of financial assistance, 		ns having sufficier	nt priority to receive
The Department of Environmental Quality, acting on behalf assistance described in this document.	of the State of North (Carolina, hereby	offers the financial
	, Division of Water Infr rtment of Environment		
Victor D'Anato Signed on behalf of Sh	adi Eskaf 9/6,	/2023	
52CD62E9DA8B44F Signature	Date	3	
On Behalf of (Applicant): Name of Representative in Resolution: Title (Type or Print): I, the undersigned, being duly authorized to take such a AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, dwith the Assurances and the Standard Conditions.			
Signature	Date	e	

STANDARD CONDITIONS FOR ARP GRANTS

- Acceptance of this Funding Offer does not exempt the Recipient from complying with requirements stated in the
 U.S. Treasury's <u>Final Rule</u> for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and the <u>SLFRF</u>
 <u>Compliance and Reporting Guidance</u> not explicitly referred to in this document and any future requirements
 implemented by the U.S Treasury.
- 2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The Recipient shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
- 3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants, and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
- 4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: http://www.sam.gov. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
- 5. Projects with a total cost of \$10,000,000 or more must meet U.S. Treasury requirements for prevailing wage rates, project labor agreements, and related requirements. Recipients can either certify meeting the requirements or provide plans and reports as the SLFRF Compliance and Reporting Guidance specifies.
- 6. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines. ARP-funded projects must also adhere to North Carolina State law, specifically NC General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying (A/E) Services. NCGS 143-64.32 cannot be used to exempt Recipients from a qualification-based selection for A/E. The State provides applicable certification forms that must be completed prior to receiving funds for any engineering services covered under this funding offer.
- 7. Local government units designated as distressed must complete associated requirements of statute §159G-45(b).
- **8.** Funds made available by the ARP that are not disbursed to the entity accepting the funds in this document by December 31st, 2026, will no longer be available for the project. Unused Federal funds will revert from the State of North Carolina to the U.S. Treasury.

STANDARD ASSURANCES FOR AIA GRANTS

- 1. The Recipient acknowledges that no disbursements will be made until applicable service agreements or contracts are submitted. The description of work listed on invoices must be included in the scope of work shown on the agreements or contracts.
- 2. The Recipient is responsible for paying for ineligible project costs as determined by the Division.
- 3. The Recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three (3) years following completion of the project.
- **4.** All ARP funds shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the Recipient's compliance with the Standard Conditions and Assurances of this Award. The Recipient agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute. Requests for reimbursement must be made using the Division's reimbursement form.
- 5. All funds provided pursuant to North Carolina General Statute 159G must be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34, as amended. The Recipient must expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to any contract(s) and the Recipient is expected to uphold its contract obligations regarding timely payment.
- **6.** The Recipient must provide summaries of project progress every other month during the project or as otherwise directed by the Division.
- 7. The Recipient must provide a digital copy of the final report in a universally readable format. If a project includes updating or developing a GIS database or shapefiles, at a minimum the current utility service boundaries must be provided as a polygon shapefile, including any service gaps within the boundary.
- **8.** The Recipient must provide an executive level summary of the work performed, any conclusions made, and the next steps to be taken as a result of this work.
- **9.** The Recipient must provide approved minutes or a resolution confirming the final report has been presented to the recipient's governing board.
- **10.** A maximum of 95% of the grant will be paid prior to receipt of the documentation described in Standard Assurance Nos. 7, 8, and 9. After receipt of this documentation, the final reimbursement request will be processed.

<u>Acknowledgement of Standard Conditions and Assurances</u>

The Recipient hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application; and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance will be fulfilled.

Signature	Date

(Suggested Format)

RESOLUTION BY GOVERNING BODY OF RECIPIENT

WHEREAS,	the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund was established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and	
WHEREAS,	the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$ to perform an Asset Inventory and Assessment study detailed in the submitted application, and	
WHEREAS,	the (unit of government) intends to perform said project in accordance with the agreed scope of work,	
	REFORE, BE IT RESOLVED BY THE (GOVERNING BODY) OF THE OVERNMENT):	
	unit of government) does hereby accept the American Rescue Plan (ARP) offer of	
That the (unit of government) does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.		
author reques contai	name and title of authorized representative), and successors so titled, is hereby fized and directed to furnish such information as the appropriate State agency may at in connection with such application or the project; to make the assurances as ned above; and to execute such other documents as may be required by the on of Water Infrastructure.	
Adopted this	the (date adopted) at (place), North Carolina.	
	(Signature of Chief Executive Officer)	
	Date	

SALES-TAX REIMBURSEMENT CERTIFICATION FORM

(FOR FUNDING PROGRAMS IN THE DIVISION OF WATER INFRASTRUCTURE)

Appl	icant:		
Proje	ect Num	nber:	
	Check	If Applicant is not a unit of governme	nt under North Carolina law
If Ap	plicant	noted above is a Unit of Governmen	t in North Carolina, check the applicable box below.
Sales	s Tax IS	deducted in this scenario. Please show	w this on the disbursement requests.
		roject includes sales taxes related to the es, and the unit of government will rec	e purchase of equipment or the provision of applicable quest reimbursement from the DOR.
Sales	s Tax IS	NOT deducted in either of these scen	arios.
	The project includes sales taxes related to the purchase of equipment or the provision of applicable services, and the unit of government will not request reimbursement from the DOR.		
	The pr	roject will not include sales taxes.	
			(Printed Name and Title of Authorized Representative)
			(Filited Name and Title of Authorized Representative)
			(Signature of Authorized Representative)
			(Date)
Subr	nit to:	NC Dept. of Environment & Natural I Division of Water Infrastructure Pam Whitley, Project Management I 1633 Mail Service Center Raleigh, NC 27699-1633	

NC DEQ Division of Water Infrastructure Professional Engineering Services Procurement

Section 602(b)(14) of the Clean Water Act requires projects receiving Clean Water State Revolving Fund funding to comply with engineering procurement guidelines. North Carolina Session Law 2021-180 authorizes the Division of Water Infrastructure (Division) to award grant funds from the American Rescue Plan Act (ARPA) State Fiscal Recovery Fund for drinking water, wastewater, and stormwater infrastructure projects. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines.

To comply, you must follow North Carolina General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying Services. You cannot exempt yourself using NCGS 143-64.32. Complete and sign this form and provide the information indicated to ensure that engineering services for your project are eligible for reimbursement.

<u>rei</u>	mbursement.
Pro	plicant: Click or tap here to enter text. pject Name: Click or tap here to enter text. rision Funding Number: Click or tap here to enter text.
1)	List the basic services being provided: (i.e., planning, design, inspection etc.) Click or tap here to enter text.
2)	Describe the method of announcement for the project. Click or tap here to enter text.
3)	List the firms the announcement was discussed with or that proposals were received from in order of quality. Click or tap here to enter text.
4)	Was a contract negotiated with the best qualified firm? \Box Yes \Box No (Check one) If no, explain why. Click or tap here to enter text.
	TE: Documentation of Qualification-Based-Selection of Engineering Services shall be provided to the Division on request (to include announcement and qualifications requested).
the	signing below, I <u>Click or tap here to enter text.</u> , the Authorized Representative designated for this project in e project application, attest that the contract pricing, as seen in the attached contract(s), contains pricing that air and reasonable based on scope, complexity, professional nature, and the estimated value of the services ng provided and the firm selected, was selected based on their qualifications.
	(signed name, title and date)
(D\	VI staff use only – Check and initial here if debarment status checked and firm is NOT debarred \Box)

Clean Water Act, Section 602(b)(14)

(14) a contract to be carried out using funds directly made available by a capitalization grant under this title for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services shall be negotiated in the same manner as a contract for architectural and engineering services is negotiated under chapter 11 of title 40, United States Code, or an equivalent State qualifications-based requirement (as determined by the Governor of the State).

From: water_resources_reform_and_development_act_guidance.pdf (epa.gov)
The requirements of 40 U.S.C. 1101 et seq. are:

- Public announcement of the solicitation (e.g., a Request for Qualifications);
- Evaluation and ranking of the submitted qualifications statements based on established, publicly available criteria (e.g., identified in the solicitation); o Evaluation criteria should be based on demonstrated competence and qualification for the type of professional services required (e.g., past performance, specialized experience, and technical competence in the type of work required);
- Discussion with at least three firms to consider anticipated concepts and compare alternative methods for furnishing services;
- Selection of at least three firms considered to be the most highly qualified to provide the services required; and
- Contract negotiation with the most highly qualified firm to determine compensation that is fair and reasonable based on a clear understanding of the project scope, complexity, professional nature, and the estimated value of the services to be rendered;
 - In the event that a contract cannot be negotiated with the most highly qualified firm, negotiation continues in order of qualification.

Uniform Guidance 2 CFR 200.319(b)

Competition.

The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

NC General Statute 143-64.31

Procurement of Architectural, Engineering, and Surveying Services (NC "Mini-Brooks")

...It is the public policy of this State... and Local Governmental Units..., to announce all requirements for architectural, engineering, surveying, construction management at risk services, design-build services,..., to select firms qualified to provide such services on the basis of demonstrated competence and qualification for the type of professional services required without regard to fee other than unit price information at this stage, and thereafter to negotiate a contract for those services at a fair and reasonable fee with the best qualified firm. If a contract cannot be negotiated with the best qualified firm, negotiations with that firm shall be terminated and initiated with the next best qualified firm. ...

NC General Statute 143-64.32

NOTE: CWSRF and ARPA funding: NCGS 143-64.32 cannot be used to exempt a local government unit from abiding by NCGS 143-63.31. This is because there is no minimum dollar exemption allowed in the Federal Brooks Act, the Clean Water Act Section 602(b)(14), or 2 CFR 200.319.

Written exemption of particular contracts.

Units of local government or the North Carolina Department of Transportation may in writing exempt particular projects from the provisions of this Article in the case of proposed projects where an estimated professional fee is in an amount less than fifty thousand dollars (\$50,000). (1987, c. 102, s. 2; 2013-401, s. 2.)

21 NCAC 56.0701(f)

SECTION .0700 – RULES OF PROFESSIONAL CONDUCT, adopted in accordance with NC General Statute 89C-20 (Board Rules for Professional Engineers, etc.)

- (f) A licensee shall solicit or accept work only on the basis of qualifications and:
- (1) Shall not offer to pay, either directly or indirectly, any commission, political contribution, gift, or other consideration in order to secure work, exclusive of securing salaried positions through employment agencies;
 - (2) Shall compete for employment on the basis of professional qualification and competence to perform the work. The licensee shall not solicit or submit proposals for professional services containing a false, fraudulent, misleading, deceptive or unfair statement or claim regarding the cost, quality or extent of services to be rendered; (3) Shall, with regard to fee bidding on public projects, comply with the provisions of G.S. 143-64.31 et seq., (or for federal projects, the Brooks Act, 40 U.S. Code 541 et seq.) and shall not knowingly cooperate in a violation of any provision of G.S. 143-64.31 et seq. (or of 40 U.S. Code 541 et seq.);

•••

ARPA AIA/MRF REIMBURSEMENT REQUEST FORM

Division of Water Infra Period Covered by this Rep		From		Project No. To	
		<u> </u>		_	
Grant Amount =		_	Match % Requ		\$ -
		*		0	_ \$ PA funded projects**
Recipient Organization			11130		
Name: Town, City or C				Payment No.	
Address:				Page No.	í
City, State & Zip:	.			.	
Use additional sheets if needed. Use a "Misc." column if needed.	Consultant Name	Consultant Name	Consultant Name	Constultant Deductions towards Match, if In-Kind or Grant Fee see below	
Classification of	Α	В	С	D	Total
Cumulative Totals					\$ -
- Control of the Cont					\$ -
			4		\$ -
					\$ -
					\$ -
Total Cumulative to date	\$ -	\$ -	\$ -	\$ -	\$ -
Previously Received	T	T	,		\$ -
Amount Requested	\$ -	\$ -	\$ -	\$ -	\$ -
Amount Nequested	Φ] \$	<u> </u>	2.5	│ ቕ - Match
	T	- x x x			T
In-Kind Contribution	In-Kind Cc	ontribution, Gra	ant Fee. and		4
Grant Fee			inded projects		
Total Match *	1		ilided bi olégie		x x x x x x x x
Percent Complete			7	,	
Certification					1
I certify that to the best of my knoterms of the project and that this that an inspection has been perfo	s request represents the formed and all work is i	he monies due which l in accordance with th	have not been previous he terms and conditions	usly received and	_
You must check ONE of the boxe The funds requested above have al by the award recipient. OR	already been paid to the	respective vendors, co	onsultants & contractors		
The funds requested above have no Funds received from the State will be	• • • • • • • • • • • • • • • • • • • •	• *************************************]
Recipient	-		Signature of Authoriz	zed Representative	Date
		Type or Print Name a	and Title	-	
DWI comments		.36-			

RESOLUTION NO. 2024 - _____ RESOLUTION ACCEPTING AMERICAN RESCUE PLAN FUNDS

WHEREAS, the American Rescue Plan ("ARP"), funded from the State Fiscal Recovery Fund, was established in S.L. 2021-180 to assist eligible units of government with meeting their water and wastewater infrastructure needs;

WHEREAS, the North Carolina Department of Environmental Quality (NCDEQ) has offered the Town of Apex ARP funding in the amount of \$400,000.00 to perform an Asset Inventory and Assessment (AIA) study detailed in the submitted application; and

WHEREAS, the Town of Apex intends to perform said project in accordance with the agreed scope of work.

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

- 1. The Town of Apex hereby accepts the ARP offer of \$400,000.00;
- 2. The Town of Apex does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to; and
- 3. The Town of Apex hereby authorizes the Interim Town Manager or their designee to execute all documents associated with the ARP offer as may be required by the Division of Water Infrastructure, furnish such information as the appropriate State agency may request in connection with such application or the project, and to make the assurances contained in the Award Offer.

Upon motion duly made by Council M	Member and duly seconded by	
Council Member	, the above resolution was duly adopted by the Apex	
	Apex North Carolina at the Town Hall located at 73 Hunt	er
Street in Apex, North Carolina.		
This the day of	, 2024.	
	TOWN OF APEX	
	Jacques K. Gilbert	
	Mayor	
ATTEST:		
Allen Coleman, CMC, NCCCC	_	
Town Clerk		

Master Agreement No.: 2022-051	

TASK ORDER No. 2

UNDER MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

This Task Order ("Task Order"), made as of the, 20 , by and between the Town of Apex (hereafter, "Town") and Hazen and Sawyer ("Professional").
WITNESSETH
WHEREAS, Town and Professional entered into a Master Agreement for On-Call Professional Services dated July 27, 2021 ("Master Agreement"); and
WHEREAS, Town has determined it is in need of Services for On-Call Engineering Services ("Project"), and Professional desires to provide such Services; and
NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows.
1. Recitals, Purpose and Effective Date. The Recitals and the Master Agreement are incorporated into this Task Order. Each party represents and warrants that it has in its possession and is familiar with the Master Agreement, and agrees that such does not need to be attached to this Task Order. The purpose of this Task Order is to set forth specific terms and conditions pursuant to which Professional shall provide Services for the Project. The Project is Evaluation of the Current State of the Collection System and is further identified on Attachment 1 Scope of Work attached hereto and incorporated herein by reference. The Effective Date of this Task Order is the date on which it is executed by the last to execute this Task Order.
 2. Commencement and Termination. A. Professional's services on Project shall commence upon a Notice to Proceed issued by Town or as otherwise provided in Attachment 1. B. If the Master Agreement terminates before the Services provided hereunder are completed, then and in that event the Master Agreement shall continue as to Project until such time as Project is satisfactorily completed.

4. Fee for Services.

A. The total compensation for Basic Services is provided in Attachment 1.

3. <u>Schedule, Milestone Dates.</u> Project schedule, including date by which Services shall be completed, and all deliverables to be delivered is provided in Attachment 1.

B. The fee for Additional Services, if any, shall be determined as provided in Attachment 1, or, if not so provided, as provided in Agreement.

- 5. Key Personnel and Use of Subcontractors.
 - A. Professional's key personnel are provided in Attachment 1.
 - B. If Professional is to use subcontractors for a portion of its Services, then the following applies to such subcontractor(s):

No changes in Professional's key personnel or subcontractors designated in this Task Order as those who will provide Services shall be permitted except with the prior written consent of Town, which consent shall not be unreasonably withheld.

- 6. <u>Insurance.</u> Professional represents and warrants that all insurance requirements set forth in Agreement continue to be met.
- 7. <u>Amendment.</u> This Task Order may be amended only by written amendment of the parties.
- 8. Clean Air Act (42 U.S.C. 7401-7671q) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Professional hereby certifies that during the term of this Task Order, the Professional and any of its subcontractors will comply with all applicable standards, orders, regulations and requirements issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act, as amended.
- 9. <u>Debarment and Suspension (Executive Orders 12549 and 12689)</u>. Professional hereby certifies that, during the term of this Task Order, neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency pursuant to and in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."
- 10. <u>Byrd Anti-lobbying Amendment (31 U.S.C. 1352)</u>. Professional hereby certifies that it is in, and during the term of this Task Order shall remain in, compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment and further certifies that:
 - (1) No Federal appropriated funds have been paid or will be paid for 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
 - (2) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.
- 11. Procurement of recovered materials (2 CFR 200.323). Professional hereby certifies that during the term of this Task Order, the Professional and any of its subcontractors will comply with all applicable standards, orders, regulations and requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Professional hereby certifies that during the term of this Task Order, the Professional and any of its subcontractors will comply with all applicable standards, orders, regulations and requirements of 2 CFR 200.216(a) and shall not procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications are as described in Public Law 115–232, section 889.
- Domestic preferences for procurements (2 CFR 200.322). Professional hereby certifies that during the term of this Task Order, the Professional and any of its subcontractors will comply with all applicable standards, orders, regulations and requirements of 2 CFR 200.322 to, as appropriate and to the extent consistent with law and to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

In witness thereof, the contracting parties, by their a signatures and seals thisday of	
Professional	Town of Apex
Name: Hazen and Sawyer Name of Professional (type or print) By: (Signature)	Shawn Purvis, Interim Town Manager
Title: Vice President	
Attest: Oh Alm	Attest:
(Secretary, if a corporation)	Town Clerk
This instrument has been preaudited in the manner required and Fiscal Control Act.	l by the Local Government Budget

Finance Director

ATTACHMENT 1 SCOPE OF WORK

The Project is Evaluation of the Current State of the Collection System

The Basic Services are broken into the following tasks:

The Town plans to use the Asset Inventory and Assessment Grant to assess the current state of the collection system, which consists of approximately 310 miles of pipe and 32 pump stations and associated force mains. The focus is on assessing the aging infrastructure, as well as areas with suspected or known concerns that are mostly likely accelerating asset deterioration rates. This project builds on and updates a SSES/AIA project that the Town performed over twenty years ago. All activities will adhere to North Carolina Division of Water Infrastructure's "Water and Wastewater Utility Evaluation Guidance Document: Asset Inventory & Assessment, Capital Cost, and Operating Cost Analyses." The proposed tasks are outlined below.

Task 1 – Initial System Evaluation

The Initial System Evaluation task will develop an effective plan for field condition services by examining the known data for the system and focus on problem areas. This task will allow field work to be appropriately planned and maximize the useful data for proper asset management planning. The following are subtasks for Task 1:

- Review Town collection system data
- Identify known problem locations and determine appropriate field condition services to assess these locations and determine appropriate improvements.
- Develop of field condition services plan that investigates the part of the system nearing the end of service life and the areas that are showing condition deficiencies.

Task 2 - Field Condition Services

The Field Condition Services task will use industry standard field investigation techniques to assess the condition and performance of the collection system. The information obtained in Task 1 will allow for the investigations to target the areas of the collection system that will produce an effective prioritized list of system needs. The following are subtasks will be prioritized to target system issues identified in Task 1 and may be included in Task 2:

- Subsurface Utility Engineering Investigation
- CCTV
- Manhole inspections
- Flow Monitoring
- Smoke Testing
- Dye Testing
- Stream Crossing assessment

Task 3 – Asset Management Plan Development

The Asset Management Plan Development task will use the data obtained by evaluating the current state of the collection system to identify and validate system needs, which will thereby inform future capital improvement project and maintenance activities. In addition, the filed investigation finding will inform the digital asset register, which is maintained in GIS and used to perform asset management analyses. The task will conclude the project with a written and/or digital asset management plan that uses a risk-based approach to prioritizing system needs in a financially constrained environment. The following are subtasks may be included in Task 3:

- Risk-based Prioritization of System Needs
- CIP Development
- Life-cycle Modeling
- Financial Analysis
- Asset Management Plan Development and Report
- Dashboard development
- SCADA implementation

Project Schedule and Deliverables:

The total project schedule shall be 420 days as outlined in the table below. Deliverables will be submitted in draft and final form and will include Risk-Based Asset Management Plan, digital field investigation results and updated asset registry in GIS. Draft and final copies of the Risk-Based Asset Management Plan will be provided to the North Carolina Division of Water Infrastructure.

Total Compensation for Basic Services:

A summary of the no to exceed fee is provided below:

Task	Fee	Duration
Task 1 – Initial System Evaluation	\$20,000	60 Days
Task 2 – Field Condition Services	\$200,000	240 Days
Task 3 – Asset Management Plan Development	\$180,000	120 Days
Total	\$400,000	420 Days

Method of DeterminingFee for Additional Services:

Task Order is not to exceed. Any additional services outside the basic services described above will be performed under a different Task Order.

Key Personnel: Brian Porter, John Sorrell, Faris Matar

Subconsultants: To be determined after Task 1.

ARPA Capital Project Fund

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

State Grants		400,000
Total Revenues		\$400,000
ection 2. The expenditures anticipated are:		
Wastewater Asset Inventory & Assessment		400,000
Total Expenditures		¢ 400 000
ection 3. Within five (5) days after adoption, co	pies of this Amendment shall be	\$400,000 e filed with the Finance
ection 3. Within five (5) days after adoption, co	pies of this Amendment shall be	
ection 3. Within five (5) days after adoption, co	pies of this Amendment shall be	
ection 3. Within five (5) days after adoption, co	pies of this Amendment shall be Attest:	
ection 3. Within five (5) days after adoption, co		e filed with the Finance

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 12, 2024

Item Details

Presenter(s): Liz Loftin, Senior Planner

Department(s): Planning

Requested Motion

Motion to approve the Statement of the Town Council and Ordinance for Rezoning Case #23CZ17 0 Herbert Street, Salem Street Realty, LLC, petitioner, for the property located at 0 Herbert Street (PIN 0741397109).

Approval Recommended?

The Planning Department recommends approval.

Item Details

Rezoning Case #23CZ17 was approved at the February 27, 2024 Town Council meeting.

Attachments

- CN11-A1: Statement and Ordinance Rezoning Case No. 23CZ17 0 Herbert Street
- CN11-A2: Attachment A Legal Description Rezoning Case No. 23CZ17 0 Herbert Street



STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 0.27 ACRES LOCATED AT 0 HERBERT STREET FROM MEDIUM DENSITY RESIDENTIAL (MD) TO NEIGHBORHOOD BUSINESS-CONDITIONAL ZONING (B1-CZ)

#23CZ17

WHEREAS, RV International Properties, LLC/ Salem Street Realty, LLC, owner/applicant (the "Applicant"), submitted a completed application for a conditional zoning on the 1st day of August 2023 (the "Application"). The proposed conditional zoning is designated #23CZ17;

WHEREAS, the Planning Director for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting) of a public hearing on #23CZ17 before the Planning Board on the 12th day of February 2024;

WHEREAS, the Apex Planning Board held a public hearing on the 12th day of February 2024, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #23CZ17. A motion was made by the Apex Planning Board to recommend approval; the motion passed unanimously for the application for #23CZ17;

WHEREAS, pursuant to N.C.G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, the Planning Director caused proper notice to be given (by publication and posting), of a public hearing on #23CZ17 before the Apex Town Council on the 27th day of February 2024;

WHEREAS, the Apex Town Council held a public hearing on the 27th day of February 2024. Liz Loftin, Senior Planner, presented the Planning Board's recommendation at the public hearing;

WHEREAS, all persons who desired to present information relevant to the application for #23CZ17 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 not consistent with the 2045 Land Use Plan and other adopted plans in that the 2045 Land Use Map designates this area as Medium Density Residential and approval of this rezoning will automatically amend the 2045 Land Use Map to Commercial Services. The Apex Town Council has further considered that the proposed rezoning to Neighborhood Business-Conditional Zoning (B1-CZ) will maintain the character and appearance of the area and provide the flexibility to accommodate the growth in population, economy, and infrastructure consistent with that contemplated by the 2045 Land Use Map;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is reasonable and in the public interest in that: The rezoning will expand the area available for non-residential development, restrict vehicular access on Herbert Street, and provide a 6' tall privacy fence between the commercial development and residential lots. The rezoning will encourage compatible development of the property and increase the tax base; and

WHEREAS, the Apex Town Council by a vote of 5 to 0 approved Application #23CZ17 rezoning the subject tract located at 0 Herbert Street from Medium Density Residential (MD) to Neighborhood Business-Conditional Zoning (B1-CZ).

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

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

Ordinance Amending the Official Zoning District Map #23CZ17

<u>Section 2</u>: The Town of Apex Unified Development Ordinance, including the Town of Apex, North Carolina Official Zoning District Map which is a part of said Ordinance, is hereby amended by changing the zoning classification of the "Rezoned Lands" from Medium Density Residential (MD) to Neighbordhood Business-Conditional Zoning (B1-CZ) District, subject to the conditions stated herein.

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

Section 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.	Government service	17.	Book store
2.	Veterinary clinic or hospital	18.	Convenience store
3.	Vocational school	19.	Farmer's market
4.	Utility, minor	20.	Financial institution
5.	Wireless support structure	21.	Floral shop
6.	Wireless communication facility	22.	Grocery, general
7.	Botanical garden	23.	Grocery, specialty
8.	Entertainment, indoor	24.	Health/fitness center or spa
9.	Greenway	25.	Newsstand or gift shop
10.	Park, active	26.	Personal service
11.	Park, passive	27.	Pharmacy
12.	Restaurant, general	28.	Printing and copying service
13.	Medical or dental office or clinic	29.	Real estate sales
14.	Office, business or professional	30.	Retail sales, general
15.	Artisan studio (SUP)	31.	Tailor shop
16.	Barber and beauty shop		

Zoning Conditions:

- 1. The predominant exterior building materials shall be high quality materials, including: brick masonry, decorative concrete block, stone accents, aluminum storefronts with anodized or prefinished colors, EIFS cornices and parapet trim, precast concrete, or other similar materials as defined in UDO Section 9.3.
- 2. The main entrance should be emphasized and the exterior shall be more than one color.
- 3. A privacy fence will be erected between the commercial development and the residential lots. The privacy fence will be at a minimum 6 feet tall.
- 4. No vehicular access will be allowed from Herbert Street, except for emergency vehicles.

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.

- Page 136 -

Ordinance Amending the Official Zoning District Map #23CZ17

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

Motion by Council Member______

Seconded by Council Member(s) voting "aye."

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

This the ____ day of ______ 2024.

TOWN OF APEX

ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

Town Attorney

Attachment A- Legal Description

EXHIBIT A

BEGINNING at a p.k. nail at the southwestern corner of property now owned by Cor S. Bregman (Book 7038, Page 45, Wake County Registry ("WCR"); PIN #074106397322) (hereinafter "200 Williams"), said nail being located South 43deg 30' 28" East a distance of 515.63 feet from NCGS Mon. "Salem"; running thence along and with the southern line of said 200 Williams, South 64, deg 01' 30" East a distance of 191.03 feet to an iron pipe at the southeastern corner of 200 Williams and in the western line of Lot 2 (Pin# 074106398264) 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 axle located at the northwestern corner of Lot 3 (Pin #074106398133) 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 Holt Sauls Heirs (Deed Book 959, Page 122, WCR; Pin #074106396145); running thence along and with he norther line of the Sauls Heirs 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 S. BREGMAN, Herbert Street, Apex, Wake Co., N.C.:, dated 02/06/97, and prepared by John Y. Phelps, Jr., R.L.S. (Field Book 706), and also being the same property conveyed to Ernest R. Sauls and Sallie B. Sauls 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.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 12, 2024

Item Details

Presenter(s): Liz Loftin, Senior Planner

Department(s): Planning

Requested Motion

Motion to approve the Statement of the Town Council and Ordinance for Rezoning Case #23CZ23 Saunders Street Parking Lot, Town of Apex, petitioner, for the property located at 0 Saunders Street, 0 & 211 Templeton Street (PINs 0742319843, 0742318765, 0742317640).

Approval Recommended?

The Planning Department recommends approval.

Item Details

Rezoning Case No. 23CZ23 was approved at the February 27, 2024 Town Council meeting.

<u>Attachments</u>

- CN12-A1: Statement and Ordinance Rezoning Case No. 23CZ23 Saunders Street Parking Lot
- CN12-A2: Attachment A Legal Description Rezoning Case No. 23CZ23 Saunders Street Parking Lot Statement and Ordinance



STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 2.41 ACRES LOCATED AT 0 SAUNDERS STREET, 0 & 211 TEMPLETON STREET FROM MEDIUM DENSITY RESIDENTIAL (MD) & MIXED OFFICE-RESIDENTIAL-RETAIL-CONDITIONAL ZONING (MORR-CZ #09CZ12) TO DOWNTOWN BUSINESS-CONDITIONAL ZONING (B2-CZ)

#23CZ23

WHEREAS, Town of Apex, owner/applicant (the "Applicant"), submitted a completed application for a conditional zoning on the 27th day of November 2023 (the "Application"). The proposed conditional zoning is designated #23CZ23;

WHEREAS, the Planning Director for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting) of a public hearing on #23CZ23 before the Planning Board on the 12th day of February 2024;

WHEREAS, the Apex Planning Board held a public hearing on the 12th day of February 2024, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #23CZ23. A motion was made by the Apex Planning Board to recommend approval; the motion passed by a vote of 7 to 1 for the application for #23CZ23;

WHEREAS, pursuant to N.C.G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, the Planning Director caused proper notice to be given (by publication and posting), of a public hearing on #23CZ23 before the Apex Town Council on the 27th day of February 2024;

WHEREAS, the Apex Town Council held a public hearing on the 27th day of February 2024. Liz Loftin, Senior Planner, presented the Planning Board's recommendation at the public hearing;

WHEREAS, all persons who desired to present information relevant to the application for #23CZ23 were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is consistent with the 2045 Land Use Plan and other adopted plans in that the 2045 Land Use Map designates this area as Mixed-Use: Commercial Services/Office Employment/Medium Density Residential. This designation on the 2045 Land Use Map includes the zoning district Downtown Business-Conditional Zoning and the Apex Town Council has further considered that the proposed rezoning to Downtown Business-Conditional Zoning (B2-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 expand the area available for public parking downtown in accordance with the Downtown Master Plan and Parking Study and provide a privacy fence along residential properties to the north. The rezoning will encourage compatible development of the property and increase the tax base; and

WHEREAS, the Apex Town Council by a vote of 5 to 0 approved Application #23CZ23 rezoning the subject tract located at 0 Saunders Street, 0 & 211 Templeton Street from Medium Density Residential (MD) & Mixed Office-Residential-Retail-Conditional Zoning (MORR-CZ #09CZ12) to Downtown Business-Conditional Zoning (B2-CZ).

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

Ordinance Amending the Official Zoning District Map #23CZ23

<u>Section 1</u>: 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."

<u>Section 2</u>: The Town of Apex Unified Development Ordinance, including the Town of Apex North Carolina Official Zoning District Map which is a part of said Ordinance, is hereby amended by changing the zoning classification of the "Rezoned Lands" from Medium Density Residential (MD) & Mixed Office-Residential-Retail-Conditional Zoning (MORR-CZ #09CZ12) to Downtown Business-Conditional Zoning (B2-CZ) District, subject to the conditions stated herein.

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

<u>Section 4</u>: 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.

- Government Service
- Parking lot, public

- Park, active
- Park, passive

Zoning Conditions:

1. A minimum 7-foot privacy fence shall be provided along the northern property boundary of PIN 0742319843 at the time the lot is developed in accordance with a site plan.

<u>Section 5</u>: 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	2024		

Ordinance Amending the Official Zoning District Map #23CZ23

TOWN OF APEX

ATTEST:	Jacques K. Gilbert Mayor
Allen Coleman, CMC, NCCCC Town Clerk	
APPROVED AS TO FORM:	
Town Attorney	

Attachment A- Legal Description

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

BEGINNING at a common corner of Susan S. Mills & Maureen Q. Seymour (Wake County PIN 0742317640) and Apex United Methodist Church, Inc. (PIN 0742317711), also being a point located on the northern right-of-way of Saunders Street; thence leaving said rightof-way and following the western lines of Mills and Seymour the following three (3) calls: N 26°33'54" E 109.01', S 63°58'37" E 135.90', and N 25°42'31" E 80.37' to a point; thence along the northern line of Apex United Methodist Church, Inc., also being a southern line of Marcia M. Lund (PIN 0742318765), N 66°21'48" W 172.46' to a point; thence continuing with the southern line of Lund, also being a common line with Charles Tabron (PIN 0742315782), N 65°08'53" W 31.82' to a corner; thence N 02°37'35" W 87.12' to the northwest corner of Lund and being a point on the southern boundary of the Brittany Trace neighborhood; thence along the southern boundary of Brittany Trace, also being the rear property line for Lots 38 through 45, the following three (3) calls: S 89°48'08" E 14.82', N 89°05'31" E 194.92', and S 88°48'57" E 228.00' to a point in the southern line of Brittany Trace Lot 45; thence along the common line of Town of Apex (PIN 0742319843) and Renata Cristina Williams, Trustee, of the Williams Family Trust (PIN 0742410882) S 23°58'10" W 102.00' to a corner; thence continuing S 64°18'20" E 90.31' to corner, also being a point in the western line of unopened Temple Street right-of-way; thence along the unopened Temple Street western right-of-way line, also being the Town of Apex eastern line, S 28°32'17" W 29.08' to a common corner with the aforementioned Lund property; thence along the common line of Lund and unopened Temple Street S 28°23'13" W 126.84' to a point in the northern line of Town of Apex (PIN 0742319568); thence along the northern line of Town of Apex, also being a southern line of Lund, N 63°16'23" W 140.27' to a point; thence along the eastern line of Mills and Seymour S 29°32'01" W 94.22' to a point; thence continuing along the same line, also being the western line of Town of Apex (PIN 0742319439), S 29°48'28" W 94.79' to a point in the northern right-ofway of Saunders Street; thence along said right-of-way line N 65°04'47" W 83.74' to a point; thence continuing N 65°09'12" W 136.10' along said right-of-way to the point and place of BEGINNING containing 2.53 acres more or less. The above described tracts of land are all of Wake County PINs 0742.18-31-7640, 0742.18-31-8765, and 0742.18-31-9843, also being the same described in Deed Book 915 Page 132, Deed Book 16028 Page 407, and Deed Book 19462 Page 2116 of the Wake County Registry.

The preceding metes and bounds description was prepared without the benefit of an actual survey for the sole purpose of amending the Official Zoning District Map and shall not be used for the conveyance of property.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 12, 2024

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to approve Apex Tax Reports dated February 4, 2024.

Approval Recommended?

Yes

Item Details

The Wake County Board of Commissioners, in regular session on March 4, 2024, approved and accepted the enclosed tax report for the Town of Apex, dated February 4, 2024 for the period of January 1, 2024 through January 31, 2024.

Attachments

CN13-A1: Tax Report for January 2024





Board of Commissioners P.O. Box 550 • Raleigh, NC 27602

TEL 919 856 6180 FAX 919 856 5699

SHINICA THOMAS, CHAIR SUSAN EVANS, VICE-CHAIR VICKIE ADAMSON MATT CALABRIA DON MIAL CHERYL STALLINGS TARA WATERS

March 5, 2024

Mr. Allen Coleman Town Clerk Town of Apex Post Office Box 250 Apex, North Carolina 27502

Dear Mr. Coleman:

The Wake County Board of Commissioners, in regular session on March 4, 2024, approved and accepted the enclosed tax report for the Town of Apex.

The attached adopted actions are submitted for your review; no local board action is required.

Sincerely,

Yvønne Gilyard

Clerk to the Board

Wake County Board of Commissioners

Enclosure(s)

Wake County Board of Commissioners Report

Date: 03/04/2024

Consideration of Requests for Taxes, Interest and Penalties OVER \$500 FOR APEX

tim Corbaduer DocuSigned by: Approved by:

569.88 921.18 1,375.50 381.65 Tax & Penalty Rebated County County ĊŢŢ. 0000496911-2023-2023-00000 Account Number 1 CORELOGIC PPO BOX 9202 COPPELL TX 75019 9760 No. Payee

951.53

2,296.68

Total Refunded

Total Rebated

*Total refunded may differ from total rebated due to to payee's remittance of interest or application of payment to other balances owed by the taxpayer.

Marcus D. Kinrade Wake County Tax Administrator

Marcus Livrade -03C5063B04D7486... -DocuSigned by:

- Page 146

WAKE COUNTY SORTH CARDY ISS.					Wake County Tax Administration Rebate Details 01/01/2024 - 01/31/2024 APEX	County Tax Adminis Rebate Details 01/01/2024 - 01/31/2024 APEX	nistration 24		DATE 02/04/2024	TIME PAGE 11:17:40 PM 1
REBATE NUMBER	PROPERTY	CITY	LATE	BILLED	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	YEAR BILLING FOR TYPE	OWNER
BUSINESS ACCOUNTS	INTS									5 5 9 9 9
869111 869101	0.00	0.00	2.66	0.00	2.66	01/19/2024 01/19/2024	0006138200 0006998765	2023 2023	2023 006000 2023 000000	MUZAK GREASE MONKEY
867494	7.29	0.00	0.73	0000	8.02	01/03/2024	0006489877	2023		IN JERNAJIONAL LLC CLEAN MACHINE INC, THE
869308	137.50	00:0	13.75	0.00	151.25		0007005863	2023	2023 000000	ASCENTIOM CAPITAL LLC
869124	479.10	00.0	47.91	0.00	527.01		0006080932	2023		MUTCH LANDSCAPING INC
867355	313.94	0.00	31.39	0.00	345.33		0007012026	2023		WEEKLEY HOMES LLC
86/336	318.69	0.00	31.87	0.00	350.56	01/03/2024	0007012027	2023	2023 000000	WEEKLEY HOMES LLC
SUBTOTALS FOR BUSINESS ACCOUNTS	1,256.52	0.00	155.29	0.00	1,411.81	∞	Properties Rebated	Rebated		
BUSINESS REAL ESTATE ACCOUNTS	TS							:		
867757	506.00	0.00	0.00	0.00	506.00	506.00 01/04/2024	0000497198	2023	2023 000000	TOLL SOUTHEAST LP COMPANY INC.
SUBTOTALS FOR BUSINESS REAL ESTATE ACCOUNTS	506.00	0.00	0.00	0.00	206.00	T.	Properties Rebated	Rebated		
INDIVIDUAL PROPERTY ACCOUNTS	UNTS				;;;					
867492	43.12	00.00	0.00	0.00	43.12	43.12 01/02/2024 0006898238	0006898238	2023	2023 000000	PALLO, MARK RICHARD

WAKE COUNTY SUBPLIFICATIONAL					Wake County Tax Administration Rebate Details 01/01/2024 - 01/31/2024 APEX	County Tax Adminis Rebate Details 01/01/2024 - 01/31/2024 APEX	listration 24		DATE 02/04/2024	TIME 11:17:45 PM	PAGE 2
REBATE NUMBER	PROPERTY	CITY	LATE	BILLED	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	YEAR BILLING FOR TYPE	OWNER	
INDIVIDUAL PROPERTY ACCOUNTS	UNTS										:
867483 869149	0.88 68.46	0.00	0.00	0.00	0.88 98.46	01/02/2024 01/22/2024	0006898238 0007016935	2023 2024	2023 000000 2023 000000	PALLO, MARK RICHARD CONNELLY, TIMOTHY	
868053 867211	16.89	30.00	0.00	0.00	46.89	01/09/2024	0006989950	2023	2022 000000	MICHAEL SMITHBERGER, ERIN JO	ſ
869717 867638	3.08	0.00	0.31	0.00	3.23	01/29/2024	0006955431 0006827122	2023 2023 2023		SCHMIDT, DANIEL WILLIAM UPTON, RUDY CLARK JR	δ
SUBTOTALS FOR INDIVIDUAL PROPERTY ACCOUNTS	158.75	60.00	2.94	0.00	221.69	7	Properties Rebated	lebated			
INDIVIDUAL REAL ESTATE ACCOUNTS	SS										
868062 868727 867502	198.00 487.53 688.36	0.00	0.00	0.00	198.00 487.53 688.36	01/08/2024 01/16/2024 01/04/2024	0000418954 0000250244 0000190163	2023 2023 2023	2023 000000 2023 000000 2023 000000	KUE, XIA TURAK, SHARON KNOTT, ROBERT H	
SUBTOTALS FOR INDIVIDUAL REAL ESTATE ACCOUNTS	1,373.89	0.00	0.00	0.00	1,373.89	8	Properties Rebated	lebated			
WILDLIFE BOAT ACCOUNTS	٦							ļ			
867889 867888	728.77 419.98	0.00	72.88	0.00	801.65 461.98	01/05/2024 01/05/2024	0004214001 0004215424	2023 2023	2023 000000 2023 000000	RITCH, JEFFREY NATHANIEL YARBROUGH, JAMES ERIC	

WAKE COUNTY					Wake County Tax Administration Rebate Details 01/01/2024 - 01/31/2024 APEX	County Tax Adminis Rebate Details 01/01/2024 - 01/31/2024 APEX	nistration 24	°	DATE 02/04/2024	TIME 11:17:45 PM	PAGE 3
REBATE NUMBER	PROPERTY	CITY	LATE	BILLED	TOTAL	TOTAL PROCESS EBATED DATE	ACCOUNT NUMBER	TAX	TAX YEAR BILLING OWNER YEAR FOR TYPE	OWNER	
WILDLIFE BOAT ACCOUNTS											
867886 867758 868319 868729 868335	69.65 31.03 10.15 97.72 124.26	0.00	0.00 3.10 1.02 9.77 12.43	0.00	69.65 34.13 11.17 107.49 136.69	01/05/2024 01/04/2024 01/10/2024 01/16/2024 01/10/2024	0004213918 0004212914 0004195528 0004204666 0004207250	2023 2023 2023 2023 2023	2023 000000 2023 000000 2023 000000 2023 000000 2023 000000	KIMBRELL, DERRICK WILLIS BREAKEY, ADAM GERALD SEMMES, SKYLER WILLIAM POTH, DAVID STEPHEN FISHER, JOHN ROBERT	VILLIS ALD LIAM 1
SUBTOTALS FOR WILDLIFE BOAT ACCOUNTS	1,481.56	0.00	141.20	0.00	1,622.76	7	Properties Rebated	Rebated			e I
TOTAL REBATED FOR APEX	4,776.72	00.09	299.43	0.00	5,136.15	26	Properties Rebated for City	sbated for	r City		

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 12, 2024

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to approve Apex Tax Reports dated February 4, 2024.

Approval Recommended?

Yes

Item Details

The Wake County Board of Commissioners, in regular session on March 4, 2024, approved and accepted the enclosed tax report for the Town of Apex, dated February 4, 2024 for the period of January 1, 2024 through January 31, 2024.

Attachments

CN13-A1: Tax Report for January 2024



for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 12, 2024

Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning

Requested Motion

Motion to approve the Statement of the Apex Town Council pursuant to G.S. 160D-605(a) addressing action on the Unified Development Ordinance (UDO) Amendments of February 27, 2024 related to signs and correcting a typographical error.

Approval Recommended?

The Planning Department recommends approval.

Item Details

Attachments

• CN14-A1: Statement of Town Council - Unified Development Ordinance (UDO) Amendments February 2024 - Signs and Typo Correction



STATEMENT OF THE APEX TOWN COUNCIL PURSUANT TO G.S. 160D-605(a) ADDRESSING ACTION ON THE UNIFIED DEVELOPMENT ORDINANCE (UDO) AMENDMENTS OF FEBRUARY 27, 2024

Pursuant to G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, the Planning Director for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting), of a public hearing on UDO Amendments before the Town Council on the 27th day of February 2024.

The Apex Town Council held a public hearing on the 27th day of February 2024. Amanda Bunce, Current Planning Manager presented the Planning Board's vote to recommend approval by a vote of 8-0 at the public hearing.

All persons who desired to present information relevant to the UDO were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away.

The Town Council on the 27th day of February 2024by a vote of 5-0 approved the Ordinance for UDO Amendments.

The Apex Town Council finds from information and testimony provided at the public hearing that the approval of the various UDO Amendments of February 27, 2024 are consistent with the Advance Apex: The 2045 Plan and reasonable and in the public interest for the following reason(s):

- 1. The amendments to UDO Sec. 8.7 *Signs* add a purpose statement for the sign ordinance; identify signs exempt from the sign ordinance; regulate temporary signs consistently by the categories of "commercial speech" and "non-commercial speech" to comply with Supreme Court rulings; prohibit all temporary signs within Town rights-of-way except for exempt signs; and remove interactive digital displays as a permitted sign type. The related amendments to Secs. 4.5.5 *Home Occupation*; 4.6 *Temporary Uses and Structures*; 8.6.4 *Exterior Lighting, Design Requirements*; and 8.6.5 *Exterior Lighting, Exemptions* update references to the sign standards.
- 2. The amendments to UDO Sec. 5.1.1 *Table of Intensity and Dimensional Standards, Residential Districts* correct a typographical error for the section reference in the Additional Regulations column for the use Townhouses, detached.

	Jacques K. Gilbert
	Mayor
ATTEST:	
Allen Coleman, CMC, NCCCC	
Town Clerk	
Date	

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 12, 2024

Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning

Requested Motion

Motion to approve the Statement of the Apex Town Council pursuant to G.S. 160D-605(a) addressing action on the Unified Development Ordinance (UDO) Amendments of February 27, 2024 related to traffic calming.

Approval Recommended?

The Planning Department recommends approval.

Item Details

Attachments

• CN15-A1: Statement of Town Council - Unified Development Ordinance (UDO) Amendments February 2024 - Traffic Calming



STATEMENT OF THE APEX TOWN COUNCIL PURSUANT TO G.S. 160D-605(a) ADDRESSING ACTION ON THE UNIFIED DEVELOPMENT ORDINANCE (UDO) AMENDMENTS OF FEBRUARY 27, 2024

Pursuant to G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, the Planning Director for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting), of a public hearing on UDO Amendments before the Town Council on the 27th day of February 2024.

The Apex Town Council held a public hearing on the 27th day of February 2024. Sajid Hassan, Traffic Safety Engineer presented the Planning Board's vote to recommend approval by a vote of 8-0 at the public hearing.

All persons who desired to present information relevant to the UDO were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away.

The Town Council on the 27th day of February 2024 by a vote of 5-0 approved the Ordinance for UDO Amendments.

The Apex Town Council finds from information and testimony provided at the public hearing that the approval of the various UDO Amendments of February 27, 2024 are consistent with the Advance Apex: The 2045 Plan and reasonable and in the public interest for the following reason(s):

1. The amendments to UDO Sec. 7.2.1.L *Traffic Calming* update the criteria and process used for warranting and approving traffic calming devices as well as the roles and responsibilities within the Town for collecting traffic data and administering the traffic calming program.

	Jacques K. Gilbert	
	Mayor	
ATTEST:	·	
Allen Coleman, CMC, NCCCC		
Town Clerk		
Date		

for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: March 12, 2024

Item Details

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

Department(s): Parks, Recreation, and Cultural Resources

Requested Motion

Motion to approve the purchase of "Jäger" as a part of the Town's permanent sculpture collection, and authorize a purchase price not to exceed \$9,200.

Approval Recommended?

N/A

Item Details

The Town of Apex's Public Art Committee would like to present "Jäger" to the Apex Town Council for purchase. This work by TJ Christiansen has won the 2023-2024 Sculpture Walk "Best In Show" award. The price of this sculpture is \$9,200.

Attachments

• NB1-A1: PowerPoint Presentation - Public Art - Permanent Sculpture Collection Expansion





Purchase of "Jäger"

Apex Public Art Committee
March 2024

Purchase

Jäger By TJ Christiansen

Appraisal: \$12,000

Our Price: \$9,200



for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: March 12, 2024

Item Details

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

Department(s): Parks, Recreation, and Cultural Resources

Requested Motion

Motion to approve the purchase of "Jäger" as a part of the Town's permanent sculpture collection, and authorize a purchase price not to exceed \$9,200.

Approval Recommended?

N/A

Item Details

The Town of Apex's Public Art Committee would like to present "Jäger" to the Apex Town Council for purchase. This work by TJ Christiansen has won the 2023-2024 Sculpture Walk "Best In Show" award. The price of this sculpture is \$9,200.

Attachments

• NB1-A1: PowerPoint Presentation - Public Art - Permanent Sculpture Collection Expansion



for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: March 12, 2024

Item Details

Presenter(s): Steve Adams, Utilities Acquisition / Real Estate Specialist

Department(s): Transportation and Infrastructure Development

Requested Motion

Possible motion to go into closed session pursuant to NCGS § 143-318.11(a)(5) to discuss matters related to acquisition of real property.

Approval Recommended?

N/A

Item Details

NCGS § 143-318.11(a)(5)

"To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract."

Attachments

N/A



for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: March 12, 2024

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Possible motion to enter into closed session pursuant to NCGS § 143-318.11(a)(1) to prevent the disclosure of information that is privileged or confidential.

Approval Recommended?

N/A

Item Details

NCGS § 143-318.11(a)(1):

"To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes."

Attachments

N/A



for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: March 12, 2024

Item Details

Presenter(s): Mayor Jacques K. Gilbert

Department(s): Governing Body

Requested Motion

Possible motion to enter into closed session pursuant to NCGS § 143-318.11(a)(6) to consider a personnel matter.

Approval Recommended?

N/A

Item Details

NCGS § 143-318.11(a)(6)

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

Attachments

N/A

