



AGENDA | REGULAR TOWN COUNCIL MEETING

September 10, 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 Town Executive Leadership

Mayor: Jacques K. Gilbert | Mayor Pro-Tempore: Edward Gray

Council Members: Audra Killingsworth; Brett D. Gantt; Terry Mahaffey; Arno Zegerman

Town Manager: Randal E. Vosburg

Deputy Town Manager: Shawn Purvis

Assistant Town Managers: Demetria John and Marty Stone

Town Clerk: Allen L. 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 Amendment No. 1 - Town of Cary - Remix Transit Planning Software Cost Reimbursement - August 1, 2024 through July 31, 2025

Katie Schwing, Senior Planner - Long Range Transit, Planning Department

CN2 Annexation No. 788 - Oliver Property - Humie Olive Road - 15.9428 acres

Allen Coleman, Town Clerk

CN3 Appointments - Transit Advisory Committee (TAC)

Allen Coleman, Town Clerk

CN4 Contract Multi-Year - Clearwater Inc. - Master Services Agreement - Wastewater, Pump Station, Water Distribution Repairs, Replacements, and New Installations - October 1 2024 through September 30, 2027

Mike Deaton, P.E., Director, Water Resources Department

CN5 Contract Multi-Year - Jack Moore and Associates - Master Services Agreement - Emergency Preventative Maintenance and Repair Elevated Water Towers - October 1 2024 through September 30, 2027

Mike Deaton, P.E., Director, Water Resources Department

CN6 Contract Multi-Year - KB Power Systems - Master Services Agreement - Emergency Electrical and Alternative Power Services at Town Facilities and Pump Stations - October 1 2024 through September 30, 2027

Mike Deaton, P.E., Director, Water Resources Department

CN7 Contract Multi-Year - Vision NC LLC - Master Services Agreement - Emergency Pump and Haul, Pipe Cleaning, Video Inspection, and Flow Monitoring Services - October 1 2024 through September 30, 2027

Mike Deaton, P.E., Director, Water Resources Department

CN8 Council Meeting Minutes - Various

Allen Coleman, Town Clerk

CN9 Electronic Signature Policy - Amendment - Formal Bidding Range Electronic Signature Authorization

Shawn Purvis, Deputy Town Manager, Town Manager's Office

CN10 Resolution Supporting Abandonment of a Portion of Chapel Ridge Road by North Carolina Department of Transportation (NCDOT)

Russell Dalton, Traffic Engineering Manager, Transportation and Infrastructure Dev. Dept.

CN11 Rezoning Case No. 23CZ24 - 1405 and 1407 Zeno Rd - Statement and Ordinance

Joshua Killian, Planner I, Planning Department

CN12 Rezoning Case No. 24CZ07 - The Townes at Parkside PUD - Statement and Ordinance

Liz Loftin, Senior Planner, Planning Department

CN13 Rezoning Case No. 24CZ13 - La Farm Bakery - Statement and Ordinance

Liz Loftin, Senior Planner, Planning Department

CN14 Veridea Pattern Book - Statement of Town Council

Amanda Bunce, Current Planning Manager, Planning Department

CN15 Tax Report - June and July 2024

Allen Coleman, Town Clerk

PRESENTATIONS

PR1 Proclamation - Italian American Heritage Month 2024 - October 2024

Mayor Jacques K. Gilbert

PR2 Proclamation - National Hispanic Heritage Month 2024 - September 15 through October 15, 2024

Mayor Jacques K. Gilbert

PR3 Proclamation - Patriot Day 2024 - September 11, 2024

Mayor Jacques K. Gilbert

PR4 Carolina Academy of Performing Arts (CAPA) - Potential Apex Site

Mayor Jacques K. Gilbert (sponsor)

Tracy Weeks, President, Carolina Academy of Performing Arts Theatre Inc.

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 Scheduled

NEW BUSINESS

NB1 Ordinance Amendments - Chapter 20 - Traffic, Article VIII. - Parking, Sub Sections 20-162, 167 and 171 - Downtown Parking Time Limits

Russell Dalton, Traffic Engineering Manager, Transportation and Infrastructure Dev. Dept.

UPDATES BY TOWN MANAGER

CLOSED SESSION

Council will enter into closed session pursuant to:

CS1 Steve Adams, Utilities Acquisition and Real Estate 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 Laurie Hohe, Town Attorney

NCGS § 143-318.11(a)(3)

"To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body."

ADJOURNMENT

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 10, 2024

Item Details

Presenter(s): Katie Schwing, Senior Planner - Long Range Transit

Department(s): Planning

Requested Motion

Motion to approve an Agreement Amendment No. 1 between the Town of Cary and the Town of Apex for Remix Transit Planning software cost reimbursement, to assist with long range transit planning, not to exceed \$8,500, effective August 1, 2024 and ending July 31, 2025, and to authorize the Town Manager, or their designee, to execute the agreement on behalf of the Town.

Approval Recommended?

Yes

Item Details

This agreement follows an amendment to the Town of Cary's agreement (EN23-052-00) with Remix Technologies, LLC, allowing for the Town of Apex to add an account on this contract at a reduced cost as compared to procuring a separate contract. This agreement acknowledges that the Town of Apex will reimburse the Town of Cary for the additional costs associated with adding that provision to their agreement. The purpose of requesting access to this software is to support the Transit Priorities study planned to be completed this fiscal year. This study is approved for partial funding through a Wake Transit Community Funding Area Program planning grant (TC003-V), with an expected 50% reimbursement of eligible costs. This software procurement is within the approved scope and budget.

Attachments

- CN1-A1: Amendment No. 1 to Agreement for Reimbursement, Cary Contract Number: EN24-020-00
- CN2-A2: CONT-2023-217 - E Planning - Town of Cary - Reimbursement Agreement - Remix Technologies LLC - Town of Cary Agreement EN23-052-00



**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**AMENDMENT #1 TO AGREEMENT FOR REIMBURSEMENT
Cary Contract Number: EN24-020-00**

THIS AMENDMENT #1 TO AGREEMENT FOR REIMBURSEMENT (“Amendment 1”) is made and entered into by and between the Town of Cary, a North Carolina municipal corporation (hereafter “Cary”) having its office at 316 North Academy St., Cary, NC 27513 and the Town of Apex, a North Carolina municipal corporation (hereafter “Apex”). The foregoing may be individually referred to herein as “Party” and collectively referred to as “Parties.”

Whereas, Cary and Apex entered into the Agreement for Reimbursement on August 22, 2023 (“Original Agreement”) for reimbursement of proportionate costs for software to assist with long-range transit planning.

Whereas, the Parties desire to renew and amend the Original Agreement.

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. As permitted by Section 3, “Duration and Term of Agreement” of the Original Agreement, the Parties agree to renew the Original Agreement for one year beginning August 1, 2024, and terminating July 31, 2025.
2. Section 2 of the Original Agreement is amended to read as follows:

Apex shall pay to Cary the total sum of eight thousand five hundred dollars (\$8,500.00) for provision of Services. Payment shall be made within thirty (30) days of receipt of an invoice from Cary.
3. Except as modified herein, the Original Agreement shall continue in full force and effect.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officials.

Town of Apex

Randal E. Vosburg, Town Manager

Date

Attest:

Allen Coleman, Town Clerk

Date

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

Antwan Morrison, Finance Director

Date

Town of Cary

Kelly A. Blazey, Transit Director

Date

CONTRACT CONTROL FORM
TOWN OF CARY

CCN: EN2402000

DEPARTMENT: EN
 CONTRACT ADMINISTRATOR ..: KELLY BLAZEY
 ADMINISTRATOR'S PHONE ...: 919 462-2080
 CONTRACT NAME: APEX REMIX REIMBURSEMENT AGREEMENT
 CONTRACTOR'S NAME: APEX TOWN OF
 CONTRACT EXPIRATION DATE: 6/30/2024

TYPE: 4	1=SERVICE	STATUS: 1	1=NEW
	2=EQUIPMENT		2=RENEWAL
	3=CONSTRUCTION		3=REVISION
	4=AGREEMENT		4=CHANGE ORDER
	5=REIMBURSEMENT		

TRANSMITTAL INFORMATION:	ACTION DATES	" " ATTORNEY'S REVIEW NOT
NOTICE OF AWARD SENT		REQUIRED.
BONDS RECEIVED		
* NOTICE TO PROCEED SENT ..		
* INSURANCE CERTIF.RECEIVED:		
* OCCURS AFTER CONTRACT EXECUTION		

FINANCE INFORMATION
 CARY BUSINESS LICENSE VERIFIED:
 ENCUMBRANCE/PO NUMBER:
 ACCOUNT NUMBER: 25-0000-322.0700
 PROJECT NAME .: REMIX SOFTWARE
 PROJECT NUMBER:
 OBLIGATES REVENUE TO THE TOWN: \$11,250.00
 OBLIGATES TOWN EXPENDITURE ..:
 " " NO CHANGE IN PRESENT ENCUMBRANCE/PO

COMMITTEE APPROVALS:	ACTION DATES	OTHER APPROVALS:	ACTION DATES
SAFETY/PUBLIC WORKS ..:		COUNCIL	
PLANNING & DEVELOPMENT:		BUDGET ADJUSTMENT:	
FINANCE/PERSONNEL		OTHER:	

DEPARTMENT DIR APPROVAL DATE: 7/26/2023

FINANCE ^{DS}
 INITIALS: ALF DATE IN: ACTION DATE:
 COMMENTS:

TOWN MANAGER
 INITIALS: DATE IN: ACTION DATE:
 COMMENTS:

"
 TOWN CLERK
 INITIALS: ACTION DATE:
 COMMENTS:
 " TO MAYOR FOR SIGNATURE

CONTRACT ADMIN. EXECUTED DATE:

TOWN ATTORNEY (Approved as to form only)
 INITIALS: DATE IN: ACTION DATE:
 COMMENTS:

AGREEMENT FOR REIMBURSEMENT

This Agreement for Reimbursement (hereafter “Agreement”) is made by and between the Town of Cary, a North Carolina municipal corporation (hereafter “Cary”) and the Town of Apex, a North Carolina municipal corporation (hereafter “Apex”). Apex and Cary are sometimes hereinafter referred to collectively as the “Parties.”

RECITALS

WHEREAS, Apex desires to procure software to assist with its long-range transit planning,

WHEREAS, Cary has an existing agreement with a third-party contractor (Remix Technologies, LLC, Town of Cary Agreement EN23-052-00) providing transit planning software as a service for GoCary transportation services (hereafter “Platform”);

WHEREAS, Cary and Apex as neighbors in the region collaborate on transit planning activities;

WHEREAS, Apex requests authorization to utilize the Platform for future transit planning in Apex;

WHEREAS, Cary has authorized Apex to utilize the Platform, and Apex has agreed to reimburse Cary for this additional expense and amendment to EN23-052-00, and according to the further terms and conditions, set forth herein.

WHEREAS, this Agreement is authorized by N.C.G.S § 160A-20.1.

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. The recitals are incorporated into this Agreement. This Agreement shall be effective upon execution by both parties (“Effective Date”). This Purpose of this Agreement is for Apex to reimburse Cary for the costs of Cary amending Agreement EN23-052-00 to allow Apex to access the Platform for the 2024 fiscal year, incorporated herein by reference (“Services”).
2. COMPENSATION: Apex shall pay to Cary the total sum of eleven thousand two hundred fifty dollars (\$11,250.00) for provision of Services. Payment shall be made within thirty (30) days of receipt of an invoice from Cary.
3. DURATION AND TERM OF AGREEMENT. This agreement shall become effective on the date of the full execution of this Agreement (“Effective Date”) and shall terminate on July 31,

2024. The Parties may extend the term of this Agreement by a separate written instrument executed by both Parties.

4. TERMINATION. Either Cary or Apex may terminate this Agreement by notice to the other party at any time as follows:
 - (a) If the other party is in breach of any material obligation hereunder, by causes and reasons within its control, and has not cured such breach within thirty (30) days after notice requesting cure of the breach, provided, however, that if the breach is not capable of being cured within thirty (30) days of such written notice, the Agreement may not be terminated so long as the breaching party commences and is taking commercially reasonable actions to cure such breach as promptly as practicable.
 - (b) Either party may terminate this Agreement for its own convenience at any time by giving ten (10) days written notice to all Parties. If the Agreement is terminated by either party for convenience, Cary will be paid for the portion of its Services provided up to the effective date of termination.
5. NO JOINT AGENCY AND NO PERSONNEL. No joint agency is established by this Agreement, and this Agreement does not create a partnership, joint venture, other joint endeavor, joint ownership, joint operations, or personnel sharing of any kind. No joint personnel are needed by the Parties to carry out this Agreement; this Agreement does not provide for the appointment of any personnel joint or otherwise.
6. AMENDMENT. This Agreement may be amended at any time by the mutual written consent of both Parties.
7. NOTICE. All notices and other communications required or permitted by this Agreement shall be in writing and shall be given either by personal delivery, or deposited in the United States mail, postage prepaid, addressed as follows:

The notice address for Cary shall be:

Attn: Kelly Blazey
Town of Cary
316 North Academy Street
Cary, NC 27513

The notice address for Apex shall be:

Attn: Shannon Cox
Town of Apex Planning Department
PO Box 250
Apex, NC 27502

8. DISPUTE RESOLUTION; GOVERNING LAW; VENUE. In the event a dispute arises between the Parties regarding performance under this Agreement, the Parties agree to bargain

in good faith towards a mutual resolution. If the Parties, after honest good faith negotiations, cannot reach a mutually agreeable resolution of the dispute, then a Party may adjudicate its dispute as allowed by North Carolina State Laws. This Agreement shall be governed by the laws of the State of North Carolina. Any and all suits or actions related to this Agreement shall be brought in Wake County, N.C.

9. NON-EXCLUSIVE REMEDIES/NO WAIVER. The selection of one or more remedies for breach shall not limit a Party's right to invoke any other remedy available under Agreement or by law. No delay, omission or forbearance to exercise any right, power or remedy accruing to a Party shall impair any such right, power or remedy or shall be construed to be a waiver of any breach hereof or default. Every right, power or remedy may be exercised from time to time and as often as deemed expedient.
10. NO THIRD PARTY BENEFICIARIES. There are no third party beneficiaries to Agreement.
11. NO WAIVER OF IMMUNITY. Nothing in this Agreement shall be construed to mandate purchase of insurance by Cary pursuant to N.C.G.S. § 160A-485 or to in any way waive Cary's defense of governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law. No officer, agent or employee of Cary shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.
12. NONDISCRIMINATION. To the extent permitted by law, neither Party, their officers, employees, contractors, agents, successors, or permitted assigns, shall discriminate against any member of a protected class as defined by federal, state, or local law, including Wake County Code of Ordinances Section 34.01.
13. PUBLIC RECORDS; CONFIDENTIAL RECORDS AND INFORMATION. Apex acknowledges that records made or received in connection with the transaction of public business are public records and subject to public records requests. Cary may provide copies of such records, including copyrighted records, in response to public record requests, except that, upon request of and indemnification by Apex, Cary will not disclose records that meet all of the requirements of a trade secret as set forth in N.C.G.S. § 66-152, that are specifically designated as a "trade secret" or "confidential" at the time of initial disclosure by contractor, and that are otherwise entitled to protection under N.C.G.S. § 132-1.2(1). Apex shall make Cary aware of any public records requests made in regard to Platform or this Agreement. If Apex, its employees or subcontractors, during provision of Platform, becomes aware of or has access to confidential records or information or information otherwise protected from disclosure by Federal or State law ("Confidential Information"), Apex, its employees and subcontractors, shall not disclose any such Confidential Information.
14. ELECTRONIC VERSION OF AGREEMENT. Cary may convert a signed original of this Agreement to an electronic record pursuant to an approved North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records

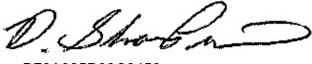
to electronic records for record retention purposes. Such electronic record of this Agreement shall be deemed for all purposes to be an original signed Agreement.

15. ELECTRONIC SIGNATURES. Apex acknowledges and agrees that the electronic signature application DocuSign may be used, at the sole election of Cary, to execute this Agreement and any associated documents. 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, Apex consents to be legally bound by the terms and conditions of this Agreement and that such act constitutes Apex's signature as if actually signed by Apex in writing. Apex also agrees 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. Apex acknowledges and agrees 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.

Remainder of page left blank intentionally.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officials.

APEX, Town of Apex

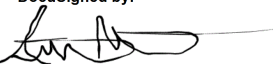
DocuSigned by:

D78A025D93C8450...
Shawn Purvis, Interim Town Manager
8/17/2023
Date

Attest:

DocuSigned by:

C1F21B1AF04C4FF...
Allen Coleman, Town Clerk
8/18/2023
Date

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

DocuSigned by:

C1FC1A957C74406...
Antwan Morrison, Finance Director
8/21/2023
Date

CARY, Town of Cary

DocuSigned by:

FED78E0655F14C8...
Kelly A. Blazey, Transit Director
8/21/2023
Date

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

DocuSigned by:

CAD701EE2F7F4BD...
Deputy Finance Officer
8/22/2023
Date

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 10, 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 September 24, 2024, on the Question of Annexation - Apex Town Council's intent to annex 15.9428 acres, known as Oliver Property - Humie Olive Road, Annexation No. 788, into the Town Corporate limits.

Approval Recommended?

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 - Annexation No. 788
- CN2-A3: Aerial Map - Annexation No. 788
- CN2-A4: Plat Map - Annexation No. 788
- CN2-A5: Annexation Petition - Annexation No. 788





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

Annexation Petition No. 788
Oliver Property – Humie Olive Road – 15.9428 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 10th day of September, 2024.

Jacques K. Gilbert
Mayor

ATTEST:

Allen L. Coleman, CMC, NCCCC
Town Clerk



CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition No. 788
Oliver Property – Humie Olive Road – 15.9428 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 10th day of September, 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. 788
Oliver Property – Humie Olive Road – 15.9428 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 24th day of September, 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 10th day of September, 2024.

Jacques K. Gilbert, Mayor

ATTEST:

Allen L. Coleman, Town Clerk

Attachment: Legal Description

Smith & Smith Surveyors, P.A.
P.O. Box 457
Apex, N.C. 27502
(919) 362-7111
Firm License No. C-0155

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

BEGINNING at the southwest corner Tract B (B.M. 1984, Pg. 1809), the northwest corner Lot 1 (B.M. 2015, Pg. 979), an eastern corner Lot 3 (B.M. 1998, Pg. 1044); thence South 87° 04' 31" East, 190.14 feet; thence North 00° 53' 39" East, 100.01 feet; thence South 84° 23' 47" East, 725.74 feet; thence South 02° 49' 32" East, 327.51 feet; thence South 87° 10' 28" West, 119.74 feet; thence South 02° 49' 32" East, 365.50 feet to a point in Humie Olive Road ~ NCSR 1142; thence South 86° 13' 49" West, 61.06 feet; thence South 85° 53' 22" West, 147.45 feet; thence South 85° 46' 28" West, 104.35 feet; thence South 85° 15' 06" West, 77.57 feet; thence South 83° 08' 38" West, 60.19 feet; thence South 81° 24' 46" West, 53.40 feet; thence South 81° 10' 21" West, 136.24 feet; thence South 81° 04' 57" West, 19.75 feet; thence South 80° 48' 43" West, 98.53 feet; thence South 81° 08' 26" West, 96.92 feet; thence North 08° 53' 07" West, 117.99 feet; thence North 06° 01' 54" West, 153.32 feet; thence North 01° 49' 03" East, 131.14 feet; thence North 07° 27' 48" West, 74.87 feet; thence North 11° 15' 27" West, 180.72 feet; thence North 74° 43' 52" East, 125.65 feet; thence North 15° 16' 08" West, 95.80 feet to the BEGINNING, containing 15.9428 total acres more or less.

The above-described area is recorded in:

D.B. 19675, Pg. 748 and a portion of D.B. 19654, Pg. 2201

B.M. 2015, Pg. 979 ~ Lot 1 & 2, B.M. 1998, Pg. 1044, & B.M. 2000, Pg. 1767

PIN 0721-00-3444, PIN 0721-00-0505, & a portion of PIN 0711-90-3580

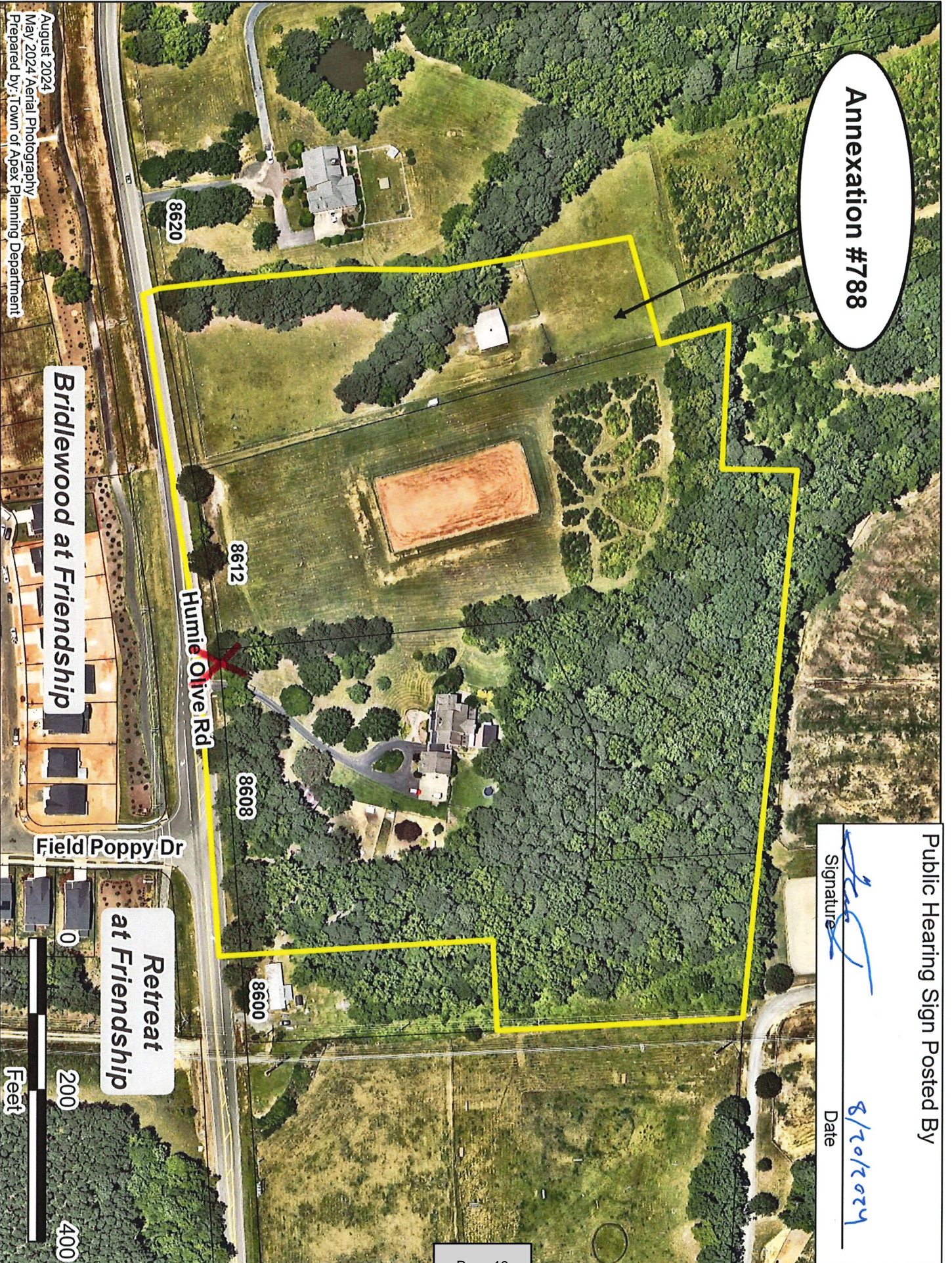
This description was prepared for the sole purpose of annexation of a municipal boundary and for no other use.

Annexation #788

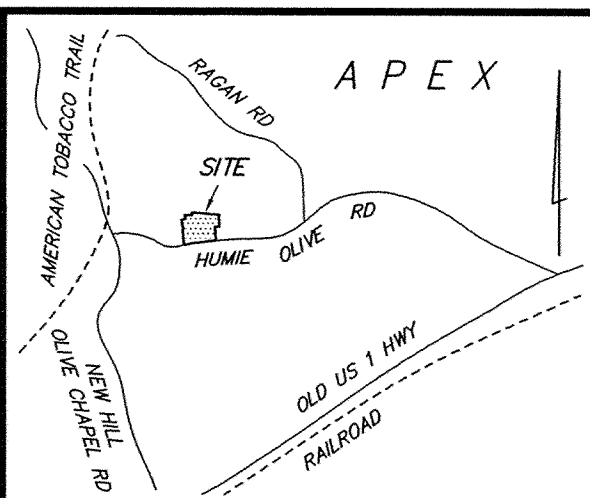
Public Hearing Sign Posted By

Signature *[Signature]*

Date 8/20/2024



August 2024
May 2024 Aerial Photography
Prepared by: Town of Apex Planning Department



VICINITY MAP (NOT TO SCALE)

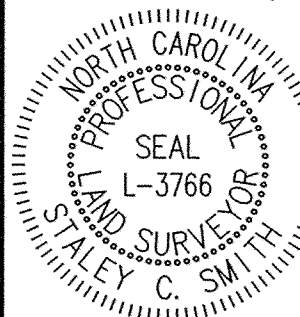
I, STALEY C. SMITH, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION AS RECORDED IN:

D.B. 19675, PG. 748
D.B. 19654, PG. 2201
B.M. 2015, PG. 979
B.M. 1998, PG. 1044
B.M. 2000, PG. 1767

THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES AND WERE PLOTTED FROM INFORMATION AS REFERENCED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED WAS 1: N/A AND THAT THIS PLAT MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56 .1600)

THIS MAP OR PLAT IS EXEMPT FROM THE REQUIREMENTS OF G.S. 47-30 PURSUANT TO G.S. 47-30(J).

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 12TH DAY OF AUGUST, A.D., 2024.



Staley C. Smith
Professional Land Surveyor
L-3766
License Number

JANICE W. OLIVER, TRUSTEE
OF THE OLIVER FAMILY TRUST
u/t/d MARCH 18, 2019 AS AMENDED

D.B. 19654, PG. 2201
B.M. 1998, PG. 1044

(LESS AND EXCEPT 0.710 AC.)
B.M. 2000, PG. 1767

NOT A PHYSICAL SURVEY OF RESIDUAL AREA

LEGEND

- XXXX - Street Address (Typical)
X - Point Not Found Or Set
NCSR - North Carolina Secondary Road
PIN - Parcel Identification Number
R/W - Approximate Right Of Way Line (not surveyed)
Line Not Surveyed
Line Not Surveyed
Line Not Surveyed
Line Not Surveyed
Approximate Right Of Way Line (not surveyed)
Existing Town of Apex Corporate Limits (not surveyed)

RECORDED IN BOOK OF MAPS 2024, PAGE

ANNEXATION #

I, ALLEN COLEMAN, CMC, NCCCG, TOWN CLERK, Apex, North Carolina
certify this is a true and exact map of annexation adopted

the day of , 2024,
by the Town Council. I set my hand and seal of

the Town of Apex, , 2024.

ALLEN COLEMAN, CMC, NCCCG, TOWN CLERK

SUMMIT HILL FARM LLC
D.B. 12507, PG. 1599
B.M. 1984, PG. 1809

SURVEYOR NOTES:

1. THE PROPERTY SHOWN HEREON MAY BE SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RIGHTS OF WAY, AND EASEMENTS OF RECORD AFFECTING THE SAME.
2. NO TITLE SEARCH HAS BEEN PERFORMED BY THIS FIRM DURING THE COURSE OF THIS SURVEY.
3. THIS SURVEYOR DOES NOT CERTIFY TO THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITIES, BURIAL GROUNDS, OR ANY SUBSURFACE FEATURES THAT MAY OR MAY NOT BE PRESENT ON THIS SITE.
4. ALL DISTANCES ARE HORIZONTAL U.S. SURVEY FOOT UNIT GROUND MEASUREMENTS.
5. AREA DETERMINED USING THE COORDINATE GEOMETRY METHOD.
6. SITE ZONE: R-40W (SOURCE: WAKE COUNTY GIS)
7. THIS MAP WAS PREPARED FOR THE SOLE PURPOSE OF ANNEXATION OF A MUNICIPAL BOUNDARY. THIS MAP SHOULD NOT BE USED TO TRANSFER PROPERTY SHOWN HEREON.
8. SITE ADDRESSES: 8620 HUMIE OLIVE RD APEX, NC 27502 AND 8612 HUMIE OLIVE RD APEX, NC 27502 AND 8608 HUMIE OLIVE RD APEX, NC 27502

15.9428 ACRES TOTAL ANNEXED

D.B. 19675, PG. 748
PIN 0721-00-3444

D.B. 19675, PG. 748
PIN 0721-00-0505

PORTION OF
D.B. 19654, PG. 2201
PORTION OF
PIN 0711-90-3580

LINDA FAYE JUDD
GRACIE ANN JUDD
D.B. 18613, PG. 1326

CHRISTOPHER
D. GENTILE
D.B. 6832, PG. 622
B.M. 1984, PG. 1882

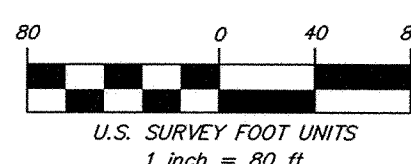
TOWN OF APEX
D.B. 16881, PG. 553
B.M. 1984, PG. 693

ANNEXATION # 676
B.M. 2020, PG. 1867

RETREAT AT FRIENDSHIP
B.M. 2023, PG. 1966

ANNEXATION # 702
B.M. 2021, PG. 386

BRIDLEWOOD AT
FRIENDSHIP PLACE
B.M. 2024, PG. 1085



LISTED OWNERS
(NOT A TITLE VERIFICATION)

JOSEPH V. IANNONE, JR.
2509 SOUTHWINDS RUN
APEX, NC 27502

JANICE W. OLIVER, TRUSTEE
THE OLIVER FAMILY TRUST
8620 HUMIE OLIVE ROAD
APEX, NC 27502

PIN

0711-90-3580
0721-00-0505
0721-00-3444

ANNEXATION MAP for the TOWN OF APEX
JVI BUILDING & DEVELOPMENT, INC.
BUCKHORN TOWNSHIP, WAKE COUNTY, NORTH CAROLINA



Smith & Smith,
Surveyors, P.A.

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

FIRM LICENSE No. C-0155

DATE
AUGUST 8, 2024
SCALE 1" = 80'
DRAWN BY WBH
PROJ. NO.
2024-41

PETITION FOR VOLUNTARY ANNEXATION

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

Application #: _____
Fee Paid \$ _____

Submittal Date: _____
Check # _____

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

OWNER INFORMATION

Janice Oliver
Owner Name (Please Print)

0711-90-3580 (partial)
Property PIN or Deed Book & Page #

Phone

E-mail Address

Joseph V Iannone JR
Owner Name (Please Print)

0721-00-0505 & 0721-00-3444
Property PIN or Deed Book & Page #

919-387-8846
Phone

joey@jviconstruction.com
E-mail Address

Owner Name (Please Print)

Property PIN or Deed Book & Page #

Phone

E-mail Address

SURVEYOR INFORMATION

Surveyor: Smith & Smith Surveyors

Phone: 919-362-7111 Fax: _____

E-mail Address: staley@smithand smithsurveyors.net

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	15.94	Need water service due to well failure	<input type="checkbox"/>
Population of acreage to be annexed:	3	Need sewer service due to septic system failure	<input type="checkbox"/>
Existing # of housing units:	2	Water service (new construction)	<input type="checkbox"/>
Proposed # of housing units:	45	Sewer service (new construction)	<input type="checkbox"/>
Zoning District*:	R-40W	Receive Town Services	<input checked="" type="checkbox"/>

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Tanice Oliver

Please Print

Tanice Oliver

Signature

Please Print

Signature

Please Print

Signature

Please Print

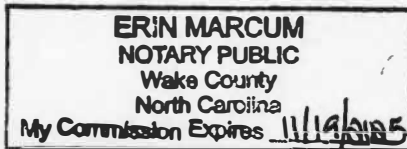
Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Erin Marcum, a Notary Public for the above State and County,
this the 12th day of August, 2024.

[Signature]
Notary Public

SEAL



My Commission Expires: November 19, 2025

COMPLETE IF A CORPORATION:

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

Corporate Name _____

SEAL

By: _____

Attest:

President (Signature)

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

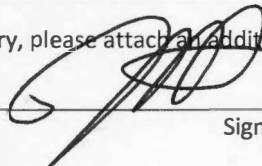
Submittal Date: _____

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Joe V. Iannone

Please Print



Signature

Please Print

Signature

Please Print

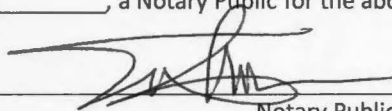
Signature

Please Print

Signature

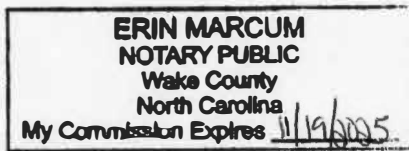
STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Erin Marcum, a Notary Public for the above State and County,
this the 12th day of August, 2021.



Notary Public

SEAL



My Commission Expires: November 19, 2025

COMPLETE IF A CORPORATION:

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

Corporate Name _____

SEAL

By: _____

Attest: _____

President (Signature)

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

Smith & Smith Surveyors, P.A.
P.O. Box 457
Apex, N.C. 27502
(919) 362-7111
Firm License No. C-0155

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

BEGINNING at the southwest corner Tract B (B.M. 1984, Pg. 1809), the northwest corner Lot 1 (B.M. 2015, Pg. 979), an eastern corner Lot 3 (B.M. 1998, Pg. 1044); thence South 87° 04' 31" East, 190.14 feet; thence North 00° 53' 39" East, 100.01 feet; thence South 84° 23' 47" East, 725.74 feet; thence South 02° 49' 32" East, 327.51 feet; thence South 87° 10' 28" West, 119.74 feet; thence South 02° 49' 32" East, 365.50 feet to a point in Humie Olive Road ~ NCSR 1142; thence South 86° 13' 49" West, 61.06 feet; thence South 85° 53' 22" West, 147.45 feet; thence South 85° 46' 28" West, 104.35 feet; thence South 85° 15' 06" West, 77.57 feet; thence South 83° 08' 38" West, 60.19 feet; thence South 81° 24' 46" West, 53.40 feet; thence South 81° 10' 21" West, 136.24 feet; thence South 81° 04' 57" West, 19.75 feet; thence South 80° 48' 43" West, 98.53 feet; thence South 81° 08' 26" West, 96.92 feet; thence North 08° 53' 07" West, 117.99 feet; thence North 06° 01' 54" West, 153.32 feet; thence North 01° 49' 03" East, 131.14 feet; thence North 07° 27' 48" West, 74.87 feet; thence North 11° 15' 27" West, 180.72 feet; thence North 74° 43' 52" East, 125.65 feet; thence North 15° 16' 08" West, 95.80 feet to the BEGINNING, containing 15.9428 total acres more or less.

The above-described area is recorded in:

D.B. 19675, Pg. 748 and a portion of D.B. 19654, Pg. 2201

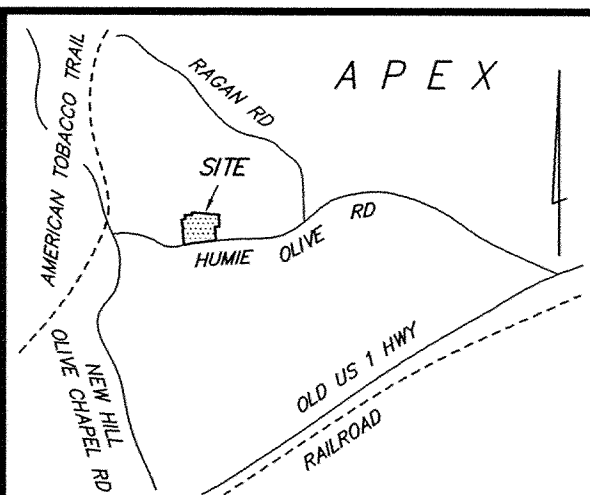
B.M. 2015, Pg. 979 ~ Lot 1 & 2, B.M. 1998, Pg. 1044, & B.M. 2000, Pg. 1767

PIN 0721-00-3444, PIN 0721-00-0505, & a portion of PIN 0711-90-3580

This description was prepared for the sole purpose of annexation of a municipal boundary and for no other use.

PRELIMINARY

NOT TO BE USED AS A SURVEY
OR TO TRANSFER ANY PROPERTY
DESCRIBED HEREIN



VICINITY MAP (NOT TO SCALE)

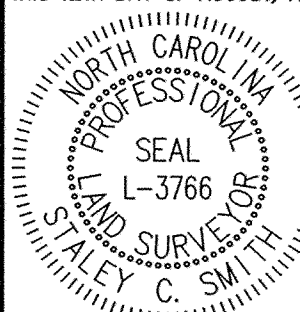
I, STALEY C. SMITH, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION AS RECORDED IN:

- D.B. 19675, PG. 748
- D.B. 19654, PG. 2201
- B.M. 2015, PG. 979
- B.M. 1998, PG. 1044
- B.M. 2000, PG. 1767

THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES AND WERE PLOTTED FROM INFORMATION AS REFERENCED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED WAS 1: N/A AND THAT THIS PLAT MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56 .1600)

THIS MAP OR PLAT IS EXEMPT FROM THE REQUIREMENTS OF G.S. 47-30 PURSUANT TO G.S. 47-30(J).

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 12TH DAY OF AUGUST, A.D., 2024.



Staley C. Smith
Professional Land Surveyor
L-3766
License Number

JANICE W. OLIVER, TRUSTEE
OF THE OLIVER FAMILY TRUST
u/t/d MARCH 18, 2019 AS AMENDED

D.B. 19654, PG. 2201
B.M. 1998, PG. 1044

(LESS AND EXCEPT 0.710 AC.)
B.M. 2000, PG. 1767

NOT A PHYSICAL SURVEY OF RESIDUAL AREA

- LEGEND
- XXXX - Street Address (Typical)
 - X - Point Not Found Or Set
 - NCSR - North Carolina Secondary Road
 - PIN - Parcel Identification Number
 - R/W - Approximate Right Of Way Line (not surveyed)
 - Line Not Surveyed
 - Line Not Surveyed
 - Line Not Surveyed
 - Line Not Surveyed
 - Line Not Surveyed
 - Approximate Right Of Way Line (not surveyed)
 - Existing Town of Apex Corporate Limits (not surveyed)

RECORDED IN BOOK OF MAPS 2024, PAGE

ANNEXATION #
I, ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK, Apex, North Carolina
certify this is a true and exact map of annexation adopted
the day of , 2024,
by the Town Council. I set my hand and seal of
the Town of Apex, , 2024.

ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK

SUMMIT HILL FARM LLC
D.B. 12507, PG. 1599
B.M. 1984, PG. 1809

- SURVEYOR NOTES:
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 2. NO TITLE SEARCH HAS BEEN PERFORMED BY THIS FIRM DURING THE COURSE OF THIS SURVEY.
 3. THIS SURVEYOR DOES NOT CERTIFY TO THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITIES, BURIAL GROUNDS, OR ANY SUBSURFACE FEATURES THAT MAY OR MAY NOT BE PRESENT ON THIS SITE.
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 7. THIS MAP WAS PREPARED FOR THE SOLE PURPOSE OF ANNEXATION OF A MUNICIPAL BOUNDARY. THIS MAP SHOULD NOT BE USED TO TRANSFER PROPERTY SHOWN HEREON.
 8. SITE ADDRESSES: 8620 HUMIE OLIVE RD APEX, NC 27502 AND 8612 HUMIE OLIVE RD APEX, NC 27502 AND 8608 HUMIE OLIVE RD APEX, NC 27502

15.9428 ACRES TOTAL ANNEXED

PORTION OF
D.B. 19654, PG. 2201
PORTION OF
PIN 0711-90-3580

D.B. 19675, PG. 748
PIN 0721-00-0505

D.B. 19675, PG. 748
PIN 0721-00-3444

LINDA FAYE JUDD
GRACIE ANN JUDD
D.B. 18613, PG. 1326

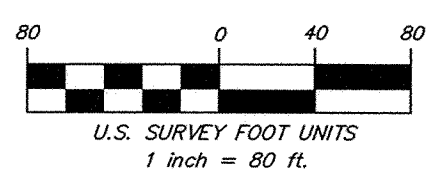
CHRISTOPHER D. GENTILE
D.B. 6832, PG. 622
B.M. 1984, PG. 1882

ANNEXATION # 676
B.M. 2020, PG. 1867

RETREAT AT FRIENDSHIP
B.M. 2023, PG. 1966

ANNEXATION # 702
B.M. 2021, PG. 386

BRIDLEWOOD AT
FRIENDSHIP PLACE
B.M. 2024, PG. 1085



LISTED OWNERS
(NOT A TITLE VERIFICATION)
JOSEPH V. IANNONE, JR.
2509 SOUTHWINDS RUN
APEX, NC 27502
JANICE W. OLIVER, TRUSTEE
THE OLIVER FAMILY TRUST
8620 HUMIE OLIVE ROAD
APEX, NC 27502

ANNEXATION MAP for the TOWN OF APEX
JVI BUILDING & DEVELOPMENT, INC.
BUCKHORN TOWNSHIP, WAKE COUNTY, NORTH CAROLINA



Smith & Smith,
Surveyors, P.A.

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

FIRM LICENSE No. C-0155

DATE
AUGUST 8, 2024
SCALE 1" = 80'
DRAWN BY WBH
PROJ. NO.
2024-41

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 10, 2024

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

- A. Motion to reappoint Linda Barrett to the Transit Advisory Committee (TAC) for a three-year (3) term expiring July 31, 2027.
- B. Motion to appoint Patrick Kirkley (new) and Wendy Perry (new) to the Transit Advisory Committee (TAC) for a three-year (3) term expiring July 31, 2027.
- C. Motion to appoint Frances Williams (new) to the Transit Advisory Committee for a partial term, previously occupied by Stuart Wagner, expiring July 31, 2025.

Approval Recommended?

Mayor Jacques K. Gilbert recommends the above appointment considerations to the Transit Advisory Committee (TAC).

Item Details

The Town Clerk's Office received a total of eleven (11) applications for appointment consideration to the Transit Advisory Committee (TAC). Of the eleven (11) applications received, ten (10) of them were from new applicants. Three (3) positions/terms on the Transit Advisory Committee (TAC) was set to expire on July 30, 2024. The Town Clerk's Office received Stuart Wagner's resignation (current Chair) effective August 30, 2024.

Listed below, in alphabetical order, are the applicants and their respective applications are attached. and they are:

- Barrett, Linda (seeking reappointment)
- Cowell, Isaac
- Devlin, James
- Dinakaran, Sajeth
- Kirkley, Patrick

- Perry, Wendy
- Pfeifer, Kurt (not seeking reappointment)
- Silverbert, Lawrence
- Singh, Priya
- Spanioli, Mark
- Williams, Frances
- Yokum, David (not seeking reappointment)

On Wednesday, August 21, 2024, the Transit Advisory Committee (TAC) members discussed all applicants and unanimously (5-0) voted to recommend the reappointment Linda Barrett. After discussion, TAC unanimously (5-0) voted to recommend three applicants for the Mayor to consider: Frances Williams, Patrick Kirkley, and Wendy Perry.

The current Transit Advisory Committee (TAC) members were reminded that this vote was a recommendation to the Mayor and the Town Council continues to hold the final appointing authority.

The public is invited to re-watch the Transit Advisory Committee (TAC) meeting from August 21, 2024, on the Town's Youtube Channel via the following link: <https://www.youtube.com/c/TownofApexGov>.

Attachments

- CN3-A1: Applicants at a Glance - Appointment(s) – Transit Advisory Committee (TAC)
 - Applicants Eligible for Reappointment
 - Barrett, Linda (seeking reappointment)
 - Pfeifer, Kurt (not seeking reappointment)
 - Yokum, David (not seeking reappointment)
 - Applicants Eligible for Appointment
 - Cowell, Isaac
 - Devlin, James
 - Dexter, Darrin
 - Dinakaran, Sajeth
 - Kirkley, Patrick
 - Perry, Wendy
 - Silverbert, Lawrence
 - Singh, Priya
 - Spanioli, Mark
 - Williams, Frances





"The Peak of Good Living"

OFFICE OF THE TOWN CLERK

TOWN OF APEX NORTH CAROLINA

TRANSIT ADVISORY COMMITTEE

Requested Action(s):

A. Recommendations needed on the Transit Advisory Committee to fill three (3) three-year terms expiring June 30, 2027. The following candidates are eligible for reappointment:

- Barrett, Linda – confirmed and seeking reappointment
- Pfeifer, Kurt – not seeking reappointment
- Yokum, David – not seeking reappointment

APPLICANTS AT A GLANCE - CURRENT

Position No.	Applicant(s)	Status	Resident Status	Notes
TAC-004	Barrett, Linda	Active Current Member	Corporate Limits	Confirmed and Eligible for Reappointment
TAC-006	Pfeifer, Kurt	Active Current Member	Corporate Limits	Not seeking Reappointment
TAC-003	Yokum, David	Active Current Member	Corporate Limits	Not seeking Reappointment

APPLICANTS AT A GLANCE – NEW APPLICANTS *(continue to next page)*



"The Peak of Good Living"

OFFICE OF THE TOWN CLERK

TOWN OF APEX NORTH CAROLINA

APPLICANTS AT A GLANCE – NEW APPLICANTS ***CONTINUED***

Applicant(s)	Status	Resident Status	Notes
Cowell, Isaac	NEW	Corporate Limits	Eligible for Appointment
Devlin, James	NEW	Corporate Limits	Eligible for Appointment
Dexter, Darrin	NEW	Corporate Limits	Eligible for Appointment
Dinakaran, Sajeth	NEW	Corporate Limits	Eligible for Appointment
Kirkley, Patrick	NEW	Corporate Limits	Eligible for Appointment
Perry, Wendy	NEW	Cary - ETJ	Eligible for Appointment
Silverberg, Lawrence	NEW	Corporate Limits	Eligible for Appointment
Singh, Priya	NEW	Corporate Limits	Eligible for Appointment
Spanioli, Mark	NEW	Corporate Limits	Eligible for Appointment
Williams, Frances	NEW	Corporate Limits	Eligible for Appointment

APPLICATIONS

ELIGIBLE FOR REAPPOINTMENT

- TAC-004 – Barrett, Lisa
 - *confirmed and eligible for reappointment*
- TAC-006 – Pfeifer, Kurt
 - *not seeking reappointment*
- TAC-003 – Yokum, David
 - *not seeking reappointment*

Applications are held by the [Town Clerk](#) until such time that a vacancy occurs. Please note, your completed form is subject to public inspection upon request.

[Learn more](#) about each of the committees listed below.

Original Submittal

I'm interested in serving on...

Transit Advisory Committee

How did you hear about this opportunity to serve?

through WakeMed/I am a current committee member

Candidate Contact Information

Legal Name

Linda K Barrett

Preferred First Name

Linda

Address

1414 willowleaf way, apex, North Carolina 27502

Pronouns

She/Her/Hers

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Email

Mobile Phone

Alternate Phone (work/home)

Background Information

Current Employer

WakeMed

Current Job Title

Director, Business Development and Community Health

Tell us why you would like to serve?

Transportation in our growing community is important and is a major barrier in Wake County as we discuss access to healthcare. I enjoy participating on this committee as I bring a health equity lens to the group and ideas related to increasing the Door to Door service and bus routes that make it easier for specific populations to have access to healthcare services in the community. I am a leader with the Wake County Community Health Needs Assessment and can help connect resources related to transportation and health care for the underserved. I have been able to learn more about the bus routes for Apex/Cary/Raleigh through this committee and have been able to set up meetings with healthcare leaders/local agencies to educate them about the new and improved transportation opportunities offered for our citizens. I am also very passionate about educating our community about the bus routes and feel that this will continue to be imperative as our community grows and the need for public transportation increases.

Please list any education, special skills, or experience you have that would be useful while considering this form.

Current Transit Advisory Committee member (3 year term) Lived in Apex for over 20 years, 35+ years working in Corporate and Community Health Promotion programs (Master's degree in Healthcare Administration), LiveWell Wake Action Team Member (represent WakeMed on Wake County's Community Health Needs Assessment), current Apex Chamber Board of Directors, started Walk to School program at Olive Chapel Elementary, participated in Safe Routes to Schools Programs, charter member of Eat Smart Move More NC, etc

If you now serve, or have previously served on any town boards, commissions or committees, please list the committees and dates served.

Transit Advisory Committee (2021-2024)

APPLICATIONS

ELIGIBLE FOR APPOINTMENT

- Cowell, Isaac – Corporate Limits
- Devlin, James – Corporate Limits
- Dexter, Darrin – Corporate Limits
- Dinakaran, Sajeth – Corporate Limits
- Kirkley, Patrick – Corporate Limits
- Perry, Wendy – Town of Cary - ETJ
- Silverbert, Lawrence – Corporate Limits
- Singh, Priya – Corporate Limits
- Spanioli, Mark – Corporate Limits
- Williams, Frances – Corporate Limits

Applications are held by the [Town Clerk](#) until such time that a vacancy occurs. Please note, your completed form is subject to public inspection upon request.

[Learn more](#) about each of the committees listed below.

Original Submittal

I'm interested in serving on...

Transit Advisory Committee

How did you hear about this opportunity to serve?

Town Email

Candidate Contact Information

Legal Name

Isaac M Cowell

Preferred First Name

Address

309 Pine Nut Ln, Apex, North Carolina 27502

Pronouns

He/Him/His

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Email

Mobile Phone

Alternate Phone (work/home)

Background Information

Current Employer

Urban Experimental

Current Job Title

Founder

Tell us why you would like to serve?

I have grown up in Apex my entire life and as such have seen it change in so many ways both physically with all the new construction but also culturally as more and more people move in. As a distance runner I have been able to experience Apex not from the confines of a car but on foot both for the sake of exploration but also to quell my disconnect with the world around me. It is all too often that people simply drive through a place but fail to consider that place from any perspective other than from that of a vehicle, never truly experiencing that place as it is. As such I have learned the importance not only of designing good infrastructure that provide a safe and viable alternatives to driving but also just simply places that people will want to be whether this is public bike infrastructure or in this case, transit. Places where people can interact on a more personable level and hold a greater appreciation for our town. I would like to help influence these places.

Please list any education, special skills, or experience you have that would be useful while considering this form.

I have made it a goal to run every road in Apex, as such I have a pretty good understanding of the system and of what it is like from the pedestrians point of view. It is my understanding that the majority of advisory boards are made up of more experienced people but I think that other perspectives are important. I have much of the knowledge and less experience. I am currently on break between school years and as such had the time to put together a start-up urban prototyping non-profit, Urban Experimental. While we haven't yet implemented any projects the concept is strong. Additionally I have previously written proposals to the Town regarding infrastructure/etc. that I found to be unsafe for pedestrians (one example being an intersection that cars had to pull into the crosswalk to see was fixed with daylighting).

If you now serve, or have previously served on any town boards, commissions or committees, please list the committees and dates served.

N/A

Applications are held by the [Town Clerk](#) until such time that a vacancy occurs. Please note, your completed form is subject to public inspection upon request.

[Learn more](#) about each of the committees listed below.

Original Submittal

I'm interested in serving on...

Transit Advisory Committee

How did you hear about this opportunity to serve?

Town Email

Candidate Contact Information

Legal Name	Preferred First Name	
James Devlin	Jim	
Address	Pronouns	
18103 Fletcherstone Way, Apex, North Carolina 27523	He/Him/His	
Do you live within the Apex town limits?	Do you live within the town's extra-territorial jurisdiction (ETJ)?	
Yes	Yes	
Email	Mobile Phone	Alternate Phone (work/home)

Background Information

Current Employer	Current Job Title
Retired	Retired

Tell us why you would like to serve?

I have been a lifelong supporter and user of public transit and I believe in offering improved mobility options for all residents to be able to work, live and play whether they have access to an automobile or not.

Please list any education, special skills, or experience you have that would be useful while considering this form.

I earned a professional certificate in Sustainable Transportation: Planning and Livable Communities from the University of Washington in 2019. I also have previous experience in working at public transit agencies (GoTriangle and Central New York Regional Transportation Authority).

If you now serve, or have previously served on any town boards, commissions or committees, please list the committees and dates served.

None

Applications are held by the [Town Clerk](#) until such time that a vacancy occurs. Please note, your completed form is subject to public inspection upon request.

[Learn more](#) about each of the committees listed below.

Original Submittal

I'm interested in serving on...

Transit Advisory Committee

How did you hear about this opportunity to serve?

Town Email

Candidate Contact Information

Legal Name	Preferred First Name	
Darrin S Dexter	Darrin	
Address	Pronouns	
133 Briarfield Drive, Apex, North Carolina 27502		
Do you live within the Apex town limits?	Do you live within the town's extra-territorial jurisdiction (ETJ)?	
Yes	No	
Email	Mobile Phone	Alternate Phone (work/home)

Background Information

Current Employer	Current Job Title
SmallHD, LLC	Controller

Tell us why you would like to serve?

We have lived in Apex over 20 years and I would like to be a part of planning for a better future for the Town

Please list any education, special skills, or experience you have that would be useful while considering this form.

I don't have any specific education or experience with Transit issues but I do have opinions and would like to be part of the planning for the future.

If you now serve, or have previously served on any town boards, commissions or committees, please list the committees and dates served.

No other boards or commissions

Applications are held by the [Town Clerk](#) until such time that a vacancy occurs. Please note, your completed form is subject to public inspection upon request.

[Learn more](#) about each of the committees listed below.

Original Submittal

I'm interested in serving on...

Transit Advisory Committee

How did you hear about this opportunity to serve?

Town Website

Candidate Contact Information

Legal Name

Sajeth Dinakaran

Preferred First Name

Address

2734 Kerley Circle, Apex, North Carolina 27523

Pronouns

He/Him/His

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

Yes

Email

Mobile Phone

Alternate Phone (work/home)

Background Information

Current Employer

Finnegan LLP

Current Job Title

Technical Specialist

Tell us why you would like to serve?

I am passionate about providing equitable transit to my community. I would like to take into account the voices of the community to implement transit solutions that are both modern and utilitarian. I would like to foster the growth of our downtown by providing multi modal transit for short and long trips.

Please list any education, special skills, or experience you have that would be useful while considering this form.

PhD in molecular medicine

Past frequent user of systems like the MTA, MBTA, NJT, GOTriangle, UT TRAX, Charlotte LYNX

If you now serve, or have previously served on any town boards, commissions or committees, please list the committees and dates served.

N/A

Entry #: 564 - Transit Advisory Committee

Status: Submitted

Submitted: 6/5/2023 8:32 AM

Applications are held by the [Town Clerk](#) until such time that a vacancy occurs. Please note, your completed form is subject to public inspection upon request.

[Learn more](#) about each of the committees listed below.

Original Submittal

I'm interested in serving on...

Transit Advisory Committee

How did you hear about this opportunity to serve?

Town Website

Candidate Contact Information

Legal Name

Patrick Kirley

Preferred First Name

Address

1009 Napa Pl, Apex, North Carolina 27502-7126

Pronouns

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Email

Mobile Phone

Alternate Phone (work/home)

Background Information

Current Employer

Parsons Corp

Current Job Title

IT Sr Analyst

Tell us why you would like to serve?

Transit will be important as Apex continues to grow and I would like to assist the town in making it as useful as possible.

Please list any education, special skills, or experience you have that would be useful while considering this form.

Masters degree in urban planning with transportation focus, worked in the transportation engineering industry for many years including transit related projects.

If you now serve, or have previously served on any town boards, commissions or committees, please list the committees and dates served.

None.

Applications are held by the [Town Clerk](#) until such time that a vacancy occurs. Please note, your completed form is subject to public inspection upon request.

[Learn more](#) about each of the committees listed below.

Original Submittal

I'm interested in serving on...

Transit Advisory Committee

How did you hear about this opportunity to serve?

Friend / Neighbor

Candidate Contact Information

Legal Name

Wendy w perry

Preferred First Name

Wendy

Address

4517 chandler creek place, Apex, North Carolina 27539

Pronouns

She/Her/Hers

Do you live within the Apex town limits?

No

Do you live within the town's extra-territorial jurisdiction (ETJ)?

Yes

Email

Mobile Phone

Alternate Phone (work/home)

Background Information

Current Employer

Self

Current Job Title

Owner/designer

Tell us why you would like to serve?

I just moved from Scott's Mill. My friend Stuart Wagner told me about this important committee. My daughter is legally blind and hearing impaired and lives in Apex just for the transportation. She commutes to her job at Lowe's Foods with this free transportation. I want to advocate for her.

Please list any education, special skills, or experience you have that would be useful while considering this form.

Junior League

Former Teacher Assistant Saint Mary Magdalene School

Local small business owner

Graduate Launch Apex

If you now serve, or have previously served on any town boards, commissions or committees, please list the committees and dates served.

Saint Mary Magdalene secretary PSO / 2004/2005?

Applications are held by the [Town Clerk](#) until such time that a vacancy occurs. Please note, your completed form is subject to public inspection upon request.

[Learn more](#) about each of the committees listed below.

Original Submittal

I'm interested in serving on...

Transit Advisory Committee

How did you hear about this opportunity to serve?

Town Website

Candidate Contact Information

Legal Name

Lawrence M Silverberg

Preferred First Name

Larry

Address

312 E Chatham Street, Apex, North Carolina 27502

Pronouns

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Email

Mobile Phone

Alternate Phone (work/home)

Background Information

Current Employer

NCSU

Current Job Title

Professor

Tell us why you would like to serve?

I retire on July 1 and would like to give back. With the growth of Apex and the surrounding towns, this may be an interesting committee to serve on and for which I can contribute.

Please list any education, special skills, or experience you have that would be useful while considering this form.

Engineering professor at NC State University for 38 years, over the years held leadership positions in research and administration, will just enjoy serving and working with young people.

If you now serve, or have previously served on any town boards, commissions or committees, please list the committees and dates served.

none

Applications are held by the [Town Clerk](#) until such time that a vacancy occurs. Please note, your completed form is subject to public inspection upon request.

[Learn more](#) about each of the committees listed below.

Original Submittal

I'm interested in serving on...

Transit Advisory Committee

How did you hear about this opportunity to serve?

Town Email

Candidate Contact Information

Legal Name

Priya Singh

Preferred First Name

Address

400 Old Mill Village Dr, Apex, NC, 27502, North Carolina 27502

Pronouns

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Email

Mobile Phone

Alternate Phone (work/home)

Background Information

Current Employer

Self-employed

Current Job Title

Whole Foods & Plant-Based Chef

Tell us why you would like to serve?

I am a frequent transit user and consumer of public transit for over 8 years in and around the triangle area and have been a permanent resident of and using Apex transit for over 2 years and plan to do so in the future as well. With that background, I believe I have a lot of data and useful experiences that I know could be pertinent for future transit planning purposes and make GoApex and GoTriangle bus and train routes more efficient. I am also an environment-conscious citizen and believe that we need to prioritize this work if we plan to keep Apex green and clean and I would like to do my part by sharing my perspective, time and passion.

Please list any education, special skills, or experience you have that would be useful while considering this form.

Experienced in using public transit almost every day for over 8 years within the triangle area including Cary, Apex, Morrisville, for commute to work, regular errands like grocery shopping, post office, retail shops, entertainment, greenways etc.

If you now serve, or have previously served on any town boards, commissions or committees, please list the committees and dates served.

Activate Good Board Member (Aug 2020 - Dec 2021), Morrisville Smart City Steering Committee (Feb 2021 - Dec 2021)

Applications are held by the [Town Clerk](#) until such time that a vacancy occurs. Please note, your completed form is subject to public inspection upon request.

[Learn more](#) about each of the committees listed below.

Original Submittal

I'm interested in serving on...

Transit Advisory Committee

How did you hear about this opportunity to serve?

Town Website

Candidate Contact Information

Legal Name

Mark Spanioli

Preferred First Name

Address

2908 Timpani Trl, Apex, North Carolina 27539

Pronouns

Do you live within the Apex town limits?

No

Do you live within the town's extra-territorial jurisdiction (ETJ)?

Yes

Email

Mobile Phone

Alternate Phone (work/home)

Background Information

Current Employer

Town of Morrisville

Current Job Title

Director of Engineering

Tell us why you would like to serve?

I have extensive local government experience (20 years) in engineering, public works and planning and would like to assist when and where I can in the community I live in. I am the Director of Engineering for the Town of Morrisville and have been in this position for 5 years. Prior to Morrisville, I have held Director positions in Public Works, Capital Projects and Transportation.

Please list any education, special skills, or experience you have that would be useful while considering this form.

I have a BS in Civil Engineering, am a licensed Professional Engineer and a licensed General Contractor. I have done numerous site developments for government, private sector and for my own personal properties. I am originally from Miami, FL and have lived in Wake County for 5 years now. I bring unique City experience and was once part of downtown development as the Senior Manager of Transportation for the Downtown Development Authority of the City of Miami. I was in charge of urban streetscape projects including greenways, bike lanes, dining zones, shuttles, trolley systems and many pedestrian scale projects.

If you now serve, or have previously served on any town boards, commissions or committees, please list the committees and dates served.

I currently serve as a board member for the Board of Adjustments for Wake County. I have previously served on the Bond Oversight Board for the City of Miami. I have served as the staff liaison for numerous committees in transportation, capital projects and downtown development.

Applications are held by the [Town Clerk](#) until such time that a vacancy occurs. Please note, your completed form is subject to public inspection upon request.

[Learn more](#) about each of the committees listed below.

Original Submittal

I'm interested in serving on...

Transit Advisory Committee

How did you hear about this opportunity to serve?

Town Email

Candidate Contact Information

Legal Name		Preferred First Name
Frances G Williams		Gaye
Address		Pronouns
1107 Maubrey Court, Apex, North Carolina 27502		She/Her/Hers
Do you live within the Apex town limits?	Do you live within the town's extra-territorial jurisdiction (ETJ)?	
Yes	No	
Email	Mobile Phone	Alternate Phone (work/home)

Background Information

Current Employer	Current Job Title
Retired	Retired

Tell us why you would like to serve?

I believe in the power of public transportation to positively influence a community in many ways. As Apex continues to grow in numbers, in diversity of age, income levels, and needs, we need reliable, well-regarded transportation options that serve and balance the needs of our community. There is no one-size-fits-all and we cannot do everything for everyone - this will require some difficult choices. I have lived in my home in Apex for 11.5 years and my family roots run deep in North Carolina. I'd love to do my part to help Apex continue to be one of the best places to live in our state and the country.

Please list any education, special skills, or experience you have that would be useful while considering this form.

I have a bachelor's degree in Business Management and a Masters of Science in Management with a focus in Human Resources. Most of my 30+ year career was in People & Communities (human resources) in the high tech industry, including small and large companies, most notably Accenture and Cisco Systems. I retired this year from Cisco Systems in RTP as the Senior Director for People & Communities for Mergers & Acquisitions. Always at the center of my work were not only the People who dedicated their work to the various companies in which I served, but also balancing the needs of many with budgetary and other constraints.

In addition to HR, my experience includes 8 years in residential real estate sales and training (Harry Norman, Realtors, Atlanta). This gives me background on and awareness of the dynamics of a growing community.

Lastly, from a personal perspective, I lived in Fort Worth, Texas (for 2 years) and 17 years in the Atlanta, GA area. Fort Worth is great example of a City that maintained its heritage and image while adapting and capitalizing on its diverse population as it grew. "Cowboys & Culture" well describes their approach. It's a big place, home to both the "Stockyards" and a world class Modern Art museum. It still feels like a small town in many ways while also being a hip-happening place to be (whether you're a cowboy/girl or not). While Apex isn't nearly the size of Fort Worth, the way they have grown smartly is an interesting potential model.

Most of my 17 years in the Atlanta area was in a town very similar to Apex called Decatur, GA. In fact it was, in part, because of my Decatur experience, that I honed in on Apex as my new home more than 11 years ago. Because I sold real estate during my time in Decatur, I've seen how growth can positively transform a community that is a Town adjacent to a major city. Also, with my Atlanta experience, I've seen how failing to plan for transportation needs can create gridlock and significantly reduce quality of life for its residents.

If you now serve, or have previously served on any town boards, commissions or committees, please list the committees and dates served.

While I have observed a number of meetings of the town and a committee, I have never before served on one.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 10, 2024

Item Details

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

Department(s): Water Resources

Requested Motion

Motion to approve a Master Services Agreement (MSA) between Clearwater, Inc. and the Town of Apex, to perform wastewater, pump station, water distribution repairs, replacements, and new installation as needed, effective through September 30, 2027 and to authorize the Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

This agreement extends Clearwater, Inc. services through a new 3-year agreement. When requested Clearwater, Inc. provides services on projects that require specialty contracted service, manpower, and equipment to perform wastewater, pump station, and wastewater treatment plant repairs, replacements, and new installations.

Attachments

- CN4-A1: Master Services Agreement (MSA) - Contract Multi-Year - Clearwater, Inc.



STATE OF NORTH CAROLINA

Contract Identification # _____

COUNTY OF WAKE

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (hereinafter "Agreement") is entered into this the ____ day of September, 2024, by and between, Clearwater, Inc., a North Carolina Corporation with its principal business offices located at 1105 8th Street Court SE, Hickory, NC 28603 (the "Contractor"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Contractor may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, Town, is engaged in the operation of water and sewer utilities including pipes, drains, facilities and associated equipment, which from time to time requires maintenance, repair, installation, removal testing, and inspection as well as other projects related to wastewater treatment and soil and erosion control; and

WHEREAS, the professional services of outside firms or consultants and/or others will from time to time in the future be needed by the Town for the services as described above; and

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

WHEREAS, the Parties contemplate that the services of the Contractor will be performed in various stages in accordance with separate authorizations to be issued by the Town, and the Parties desire to set forth the basic terms of their agreement in this Master Services Agreement rather than in the separate authorizations issued by the Town; and

WHEREAS, the Parties acknowledge and agree that this Agreement shall act as a base agreement under which the Parties can enter into multiple specific transactions by executing a Purchase Order and written confirmation to proceed pursuant to a Scope of Services, quote, and/or rate sheet; and

WHEREAS, the Parties agree that this Agreement is non-exclusive and does not require or commit the Contractor to being available to perform services until a Scope of Services and quote is submitted, and does not preclude the Town from hiring other vendors or contractors to perform the same or similar work.

NOW THEREFORE, in consideration of the foregoing recitals, and the premises and mutual covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereto do contract and agree as follows:

Revision date 11/9/2021

1. SCOPE OF SERVICES.

The Contractor agrees to perform for the Town the following general services when requested by the Town: All labor, materials, and equipment necessary to perform emergency on-call services as requested at the prices provided in a quote by the Contractor for each individual wastewater infrastructure and appurtenance maintenance, repair or replacement at pump stations and wastewater treatment plant.

When service is requested by the Town, Contractor shall provide a detailed Scope of Services and quote that shall be governed by the terms of this Agreement. If a rate sheet is provided and attached to this Agreement then the quote shall be consistent with the rate sheet. The quote and Scope of Services shall reference this Agreement and this Agreement shall be incorporated into and made a part of the Scope of Services and quote whether or not expressly incorporated by reference in the Scope of Services and quote.

In the event of a conflict between the terms of a Scope of Services, quote, or estimate and this Agreement, this Agreement shall control.

2. SPECIFICATIONS.

Upon request by the Town, Contractor will provide plans and specifications prior to engaging in any services under this Agreement. Contractor hereby acknowledges that it is fully licensed to perform the work contemplated by this Agreement. In the event of a conflict between the provided plans and specifications and this Agreement, this Agreement shall control.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June 30, 2027 unless terminated sooner in accordance with the terms of this Agreement. Contractor shall commence and complete the work required by this Agreement in accordance with the dates provided in the Scope of Services as agreed upon by the Parties. Contractor shall immediately notify the Town of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any work so that remedial action may be taken. Contractor shall not begin any work pursuant to this Agreement or a Scope of Services until written confirmation has been provided by the Town. The Parties hereby agree that written confirmation may be provided through electronic communication from the Town's representative identified in Section 13 of this Agreement. If Contractor has not satisfactorily commenced or completed the work within the times specified, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies. Any changes to the schedule(s) provided in the Scope of Services must be agreed to in writing by the Town and the Contractor.

4. CONSIDERATION AND PAYMENT OF SERVICES.

In consideration of the above services, the Town will pay the Contractor the amount authorized by the issued Purchase Order corresponding to the agreed upon Scope of Services and quote. After services are agreed upon pursuant to this Agreement and the associated Scopes of Service, Contractor will invoice the Town for work performed. Town has the right to require the Contractor to produce for inspection all of Contractor's records and charges to verify the accuracy of all invoices. Town shall pay Contractor's invoices within thirty (30) days of receipt unless a bona fide dispute exists between Town and Contractor concerning the accuracy of said invoice or the services covered thereby.

5. INDEMNIFICATION.

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

6. APPLICABILITY OF LAWS AND REGULATIONS.

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

This Agreement shall be governed by the laws of the State of North Carolina. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or nonperformance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Wake County, North Carolina, or the United States District Court sitting in Wake County, North Carolina, and it is agreed by the Parties that no other court shall have jurisdiction or venue with respect to such suits or actions.

7. E-VERIFY COMPLIANCE.

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

8. QUALITY AND WORKMANSHIP.

All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided. Contractor shall provide services in accordance with all federal, state and local law and in accordance with all governing agency regulations and shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for the Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina.

9. INSURANCE.

The Contractor shall maintain valid general liability insurance in the minimum amount of \$1,000,000, commercial automobile liability insurance in the minimum amount of \$2,000,000, and provide certificates of such insurance naming the Town of Apex as an *additional insured* by endorsement to the policies. If the policy has a blanket additional insured provision, the contractor's insurance shall be primary and non-contributory to other insurance. Additionally, the contractor shall maintain and show proof of workers' compensation and employer's liability insurance in the minimum amount of \$1,000,000. The Contractor shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company.

All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Contractor to have sufficient insurance nor the requirement that Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

10. PRE-PROJECT SAFETY REVIEW MEETING.

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

11. DEFAULT.

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

12. TERMINATION FOR CONVENIENCE.

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

13. NOTICE.

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

TO CONTRACTOR: Contractor: Clearwater, Inc.
Attn: Vinnie Bryant
Address: PO Box 1469
Hickory, NC 28603
Email: vinnie@clearwaterinc.net

TO TOWN: Town of Apex
Attention: Michael Deaton, P.E.
Address: PO Box 250
Apex, NC 27502

14. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Contractor 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 Contractor or the Town. There could be changes in anticipated performance times and service costs. Contractor will exercise reasonable efforts to overcome the challenges presented by current circumstances. In the event of changes in performance times or service costs caused by the COVID-19 pandemic the Town reserves the right to terminate this Agreement in accordance with its terms. 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.

15. NONWAIVER FOR BREACH.

No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties.

No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and for any such breach or non-performance each party shall be relegated to such remedies as provided by law.

16. CONSTRUCTION.

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

17. NO REPRESENTATIONS.

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

18. SEVERABILITY.

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

19. COUNTERPARTS.

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

20. MODIFICATION.

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

21. BINDING EFFECT.

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

22. ASSIGNMENT.

Contractor shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the Town. Nothing contained in this paragraph shall prevent Contractor

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

23. INDEPENDENT CONTRACTOR.

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

24. NON-APPROPRIATION.

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

25. IRAN DIVESTMENT ACT CERTIFICATION.

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

26. ANTI-HUMAN TRAFFICKING.

The Contractor warrants and agrees that no labor supplied by the Contractor or the Contractor's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

27. NONDISCRIMINATION.

Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Contractor hereby warrants and agrees that Contractor 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.

28. ELECTRONIC SIGNATURE.

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

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this _____ day of September, 2024.

Contractor

Name: ClearWater, Inc.

By: _____

(Signature)

Title: President

Attest: _____

(Secretary, if a corporation)

Town of Apex

Randal E. Vosburg, Town Manager

Attest: _____

Allen L. Coleman, CMC, NCCCC
Town Clerk

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

Antwan Morrison, Finance Director

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 10, 2024

Item Details

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

Department(s): Water Resources

Requested Motion

Motion to approve a Master Services Agreement (MSA) between Jack Moore & Associates, Inc. and the Town of Apex, to perform emergency preventative maintenance and repair for water appurtenances and altitude valve maintenance at water towers, effective through September 30, 2027, and to authorize the Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

This agreement extends Jack Moore and Associates, Inc. services through a new 3-year agreement. When requested Jack Moore and Associates, Inc. provides services on projects that require specialty contracted service, manpower, and equipment to perform water repairs, replacements, and new installations and water tower altitude valve maintenance.

Attachments

- CN5-A1: Master Services Agreement (MSA) - Contract Multi-Year - Jack Moore and Associates, Inc., Exhibit A - Multi-Year Quotes attached.



STATE OF NORTH CAROLINA

Contract Identification # _____

COUNTY OF WAKE

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (hereinafter “Agreement”) is entered into this the _____ day of _____, 2024, by and between, Jack Moore & Associates, Inc., a North Carolina Corporation with its principal business offices located at 4044 Timberland Drive, Lancaster, SC 29720 (the “Contractor”), and the Town of Apex, a municipal corporation of the State of North Carolina, (the “Town”). Town and Contractor may collectively be referred to as “Parties” hereinafter.

WITNESSETH:

WHEREAS, Town, is engaged in the operation of water and sewer utilities including pipes, drains, facilities and associated equipment, which from time to time requires maintenance, repair, installation, removal testing, and inspection as well as other projects related to wastewater treatment and soil and erosion control; and

WHEREAS, the professional services of outside firms or consultants and/or others will from time to time in the future be needed by the Town for the services as described above; and

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

WHEREAS, the Parties contemplate that the services of the Contractor will be performed in various stages in accordance with separate authorizations to be issued by the Town, and the Parties desire to set forth the basic terms of their agreement in this Master Services Agreement rather than in the separate authorizations issued by the Town; and

WHEREAS, the Parties acknowledge and agree that this Agreement shall act as a base agreement under which the Parties can enter into multiple specific transactions by executing a Purchase Order and written confirmation to proceed pursuant to a Scope of Services, quote, and/or rate sheet; and

WHEREAS, the Parties agree that this Agreement is non-exclusive and does not require or commit the Contractor to being available to perform services until a Scope of Services and quote is submitted, and does not preclude the Town from hiring other vendors or contractors to perform the same or similar work.

NOW THEREFORE, in consideration of the foregoing recitals, and the premises and mutual covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereto do contract and agree as follows:

1. SCOPE OF SERVICES.

The Contractor agrees to perform for the Town the following general services when requested by the Town: Emergency preventative maintenance and repair for water appurtenances and altitude valve maintenance at the water towers, at the rates provided in Exhibit A, Quotes 2025 thru 2027.

When service is requested by the Town, Contractor shall provide a detailed Scope of Services and quote that shall be governed by the terms of this Agreement. If a rate sheet is provided and attached to this Agreement then the quote shall be consistent with the rate sheet. The quote and Scope of Services shall reference this Agreement and this Agreement shall be incorporated into and made a part of the Scope of Services and quote whether or not expressly incorporated by reference in the Scope of Services and quote.

In the event of a conflict between the terms of a Scope of Services, quote, or estimate and this Agreement, this Agreement shall control.

2. SPECIFICATIONS.

Upon request by the Town, Contractor will provide plans and specifications prior to engaging in any services under this Agreement. Contractor hereby acknowledges that it is fully licensed to perform the work contemplated by this Agreement. In the event of a conflict between the provided plans and specifications and this Agreement, this Agreement shall control.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June 30, 2027 unless terminated sooner in accordance with the terms of this Agreement. Contractor shall commence and complete the work required by this Agreement in accordance with the dates provided in the Scope of Services as agreed upon by the Parties. Contractor shall immediately notify the Town of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any work so that remedial action may be taken. Contractor shall not begin any work pursuant to this Agreement or a Scope of Services until written confirmation has been provided by the Town. The Parties hereby agree that written confirmation may be provided through electronic communication from the Town's representative identified in Section 13 of this Agreement. If Contractor has not satisfactorily commenced or completed the work within the times specified, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies. Any changes to the schedule(s) provided in the Scope of Services must be agreed to in writing by the Town and the Contractor.

4. CONSIDERATION AND PAYMENT OF SERVICES.

In consideration of the above services, the Town will pay the Contractor the amount authorized by the issued Purchase Order corresponding to the agreed upon Scope of Services and quote.

After services are agreed upon pursuant to this Agreement and the associated Scopes of Service, Contractor will invoice the Town for work performed. Town has the right to require the Contractor to produce for inspection all of Contractor's records and charges to verify the accuracy of all invoices. Town shall pay Contractor's invoices within thirty (30) days of receipt unless a bona fide dispute exists between Town and Contractor concerning the accuracy of said invoice or the services covered thereby.

5. INDEMNIFICATION.

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

6. APPLICABILITY OF LAWS AND REGULATIONS.

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

This Agreement shall be governed by the laws of the State of North Carolina. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or nonperformance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Wake County, North Carolina, or the United States District Court sitting in Wake County, North Carolina, and it is agreed by the Parties that no other court shall have jurisdiction or venue with respect to such suits or actions.

7. E-VERIFY COMPLIANCE.

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

8. QUALITY AND WORKMANSHIP.

All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided. Contractor shall provide services in accordance with all federal, state and local law and in accordance with all governing agency regulations and shall be held to the same standard

and shall exercise the same degree of care, skill and judgment in the performance of services for the Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina.

9. INSURANCE.

The Contractor shall maintain valid general liability insurance in the minimum amount of \$1,000,000, commercial automobile liability insurance in the minimum amount of \$2,000,000, and provide certificates of such insurance naming the Town of Apex as an *additional insured* by endorsement to the policies. If the policy has a blanket additional insured provision, the contractor's insurance shall be primary and non-contributory to other insurance. Additionally, the contractor shall maintain and show proof of workers' compensation and employer's liability insurance in the minimum amount of \$1,000,000. The Contractor shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company.

All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Contractor to have sufficient insurance nor the requirement that Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

10. PRE-PROJECT SAFETY REVIEW MEETING.

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

11. DEFAULT.

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

12. TERMINATION FOR CONVENIENCE.

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

13. NOTICE.

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

TO CONTRACTOR: Contractor: Jack Moore & Associates, Inc.
Attn: Eric Moore
Address: 4044 Timberland Drive
Lancaster, SC 29720
Email: mooreandassoc@hotmail.com

TO TOWN: Town of Apex
Attention: Michael Deaton, P.E.
Address: PO Box 250
Apex, NC 27502

14. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Contractor 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 Contractor or the Town. There could be changes in anticipated performance times and service costs. Contractor will exercise reasonable efforts to overcome the challenges presented by current circumstances. In the event of changes in performance times or service costs caused by the COVID-19 pandemic the Town reserves the right to terminate this Agreement in accordance with its terms. 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.

15. NONWAIVER FOR BREACH.

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

16. CONSTRUCTION.

Should any portion of this Agreement require judicial interpretation, it is agreed that the Court or Tribunal construing the same shall not apply a presumption that the terms hereof shall be more

strictly construed against any one party by reason of the rule of construction that a document is to be more strictly construed against the party who prepared the documents.

17. NO REPRESENTATIONS.

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

18. SEVERABILITY.

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

19. COUNTERPARTS.

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

20. MODIFICATION.

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

21. BINDING EFFECT.

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

22. ASSIGNMENT.

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

23. INDEPENDENT CONTRACTOR.

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

24. NON-APPROPRIATION.

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

25. IRAN DIVESTMENT ACT CERTIFICATION.

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

26. ANTI-HUMAN TRAFFICKING.

The Contractor warrants and agrees that no labor supplied by the Contractor or the Contractor's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

27. NONDISCRIMINATION.

Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Contractor hereby warrants and agrees that Contractor 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.

28. ELECTRONIC SIGNATURE.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this Agreement and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The Parties hereby consent to use electronic or digitized

signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the Agreement and any related documents. If electronic signatures are used the Agreement shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this ____ day of _____, 2024.

Contractor

Name: Eric Moore

By: *Eric Moore*
(Signature)

Title: President

Attest:

(Secretary, if a corporation)

Town of Apex

Randal E. Vosburg, Town Manager

Attest:

Allen L. Coleman, CMC, NCCCC
Town Clerk

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

Antwan Morrison, Finance Director

EXHIBIT A



QUOTE ESTIMATE

Jack Moore & Associates, Inc.
4044 Timberland Dr.
Lancaster, SC 29720

Fed Tax ID# 56-1495174
Ph: 704-425-5293
email: mooreandassoc@hotmail.com

QUOTE To: Town Of Apex
Accounts Payable
P.O. Box 250
Apex, NC 27502

QUOTE DATE: ESTIMATE FOR 2025
QUOTE NUMBER: 711208

Ph: (919) 362-8166
Fax: (919) 249-3358

Customer's Purchase Order
Number, Or Reference:

DATE OF FIELD SERVICE: TBD
JOB LOCATION: Mason, Hunter & Tingen Elevated Tanks

Jessica Sloan
Water Resources Program
Coordinator
jessica.sloan@apexnc.org

Salesperson:
Eric Moore

Shipped Via

TERMS:

F.O.B.

NET 30 DAYS

QTY.ORDERED

DESCRIPTION

AMOUNT

	Field Service estimate for preventive maintenance on the Mason St,	
	Hunter St. and Tingen Street Tank Altitude Valves.	
	Field Service Labor	\$2,950.00
	N.C. Sales Tax	\$ 213.88
	Total	\$3,163.88

QUOTE ESTIMATE

EXHIBIT A



QUOTE ESTIMATE

Jack Moore & Associates, Inc.
4044 Timberland Dr.
Lancaster, SC 29720

Fed Tax ID# 56-1495174
Ph: 704-425-5293
email: mooreandassoc@hotmail.com

QUOTE To: Town Of Apex
Accounts Payable
P.O. Box 250
Apex, NC 27502

QUOTE DATE: ESTIMATE FOR 2026
QUOTE NUMBER: 711209

Ph: (919) 362-8166
Fax: (919) 249-3358

Customer's Purchase Order
Number, Or Reference:

DATE OF FIELD SERVICE: TBD
JOB LOCATION: Mason, Hunter & Tingen Elevated Tanks

Jessica Sloan
Water Resources Program
Coordinator
jessica.sloan@apexnc.org

Salesperson:
Eric Moore

Shipped Via

TERMS:

F.O.B.

NET 30 DAYS

QTY.ORDERED

DESCRIPTION

AMOUNT

	Field Service estimate for preventive maintenance on the Mason St,	
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	Field Service Labor	\$2,950.00
	N.C. Sales Tax	\$ 213.88
	Total	\$3,163.88

QUOTE ESTIMATE

EXHIBIT A



QUOTE ESTIMATE

Jack Moore & Associates, Inc.
4044 Timberland Dr.
Lancaster, SC 29720

Fed Tax ID# 56-1495174
Ph: 704-425-5293
email: mooreandassoc@hotmail.com

QUOTE To: Town Of Apex
Accounts Payable
P.O. Box 250
Apex, NC 27502

QUOTE DATE: ESTIMATE FOR 2027
QUOTE NUMBER: 711210

Ph: (919) 362-8166
Fax: (919) 249-3358

Customer's Purchase Order
Number, Or Reference:

DATE OF FIELD SERVICE: TBD
JOB LOCATION: Mason, Hunter & Tingen Elevated Tanks

Jessica Sloan
Water Resources Program
Coordinator
jessica.sloan@apexnc.org

Salesperson:
Eric Moore

Shipped Via

TERMS:

F.O.B.

NET 30 DAYS

QTY.ORDERED

DESCRIPTION

AMOUNT

	Field Service estimate for preventive maintenance on the Mason St,	
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	Field Service Labor	\$2,950.00
	N.C. Sales Tax	\$ 213.88
	Total	\$3,163.88

QUOTE ESTIMATE

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 10, 2024

Item Details

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

Department(s): Water Resources

Requested Motion

Motion to approve a Master Services Agreement (MSA) between KB Power Systems, LLC. and the Town of Apex, to perform emergency electrical and alternative power services at Town facilities and pump stations, effective through September 30, 2027, and to authorize the Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

This agreement extends KB Power Systems, LLC. services through a new 3-year agreement. When requested KB Power Systems, LLC. provides services on projects that require specialty contracted electrical service such as generator load bank testing and repairs and general electrical maintenance, repairs, installations at Town facilities and pump stations.

Attachment

- CN6-A1: Master Services Agreement (MSA) - Contract Multi-Year - KB Power Systems, LLC., Exhibit A - Multi-Year Quote attached.



STATE OF NORTH CAROLINA

Contract Identification # _____

COUNTY OF WAKE

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (hereinafter “Agreement”) is entered into this the _____ day of _____, 2024, by and between, KB Power Systems, LLC. a North Carolina Limited Liability Company with its principal business offices located at 738 Old Buies Creek Rd, Lillington, NC 27546 (the “Contractor”), and the Town of Apex, a municipal corporation of the State of North Carolina, (the “Town”). Town and Contractor may collectively be referred to as “Parties” hereinafter.

WITNESSETH:

WHEREAS, Town, is engaged in the operation of water and sewer utilities including pipes, drains, facilities and associated equipment, which from time to time requires maintenance, repair, installation, removal testing, and inspection as well as other projects related to wastewater treatment and soil and erosion control; and

WHEREAS, the professional services of outside firms or consultants and/or others will from time to time in the future be needed by the Town for the services as described above; and

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

WHEREAS, the Parties contemplate that the services of the Contractor will be performed in various stages in accordance with separate authorizations to be issued by the Town, and the Parties desire to set forth the basic terms of their agreement in this Master Services Agreement rather than in the separate authorizations issued by the Town; and

WHEREAS, the Parties acknowledge and agree that this Agreement shall act as a base agreement under which the Parties can enter into multiple specific transactions by executing a Purchase Order and written confirmation to proceed pursuant to a Scope of Services, quote, and/or rate sheet; and

WHEREAS, the Parties agree that this Agreement is non-exclusive and does not require or commit the Contractor to being available to perform services until a Scope of Services and quote is submitted, and does not preclude the Town from hiring other vendors or contractors to perform the same or similar work.

NOW THEREFORE, in consideration of the foregoing recitals, and the premises and mutual covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereto do contract and agree as follows:

1. SCOPE OF SERVICES.

The Contractor agrees to perform for the Town the following general services when requested by the Town: All labor, materials, and equipment necessary to perform emergency on-call services as requested at the prices provided in the service rate sheet, attached as Exhibit A, to include load bank testing, generator and building electrical maintenance and repair service at town facilities and pump stations.

When service is requested by the Town, Contractor shall provide a detailed Scope of Services and quote that shall be governed by the terms of this Agreement. If a rate sheet is provided and attached to this Agreement then the quote shall be consistent with the rate sheet. The quote and Scope of Services shall reference this Agreement and this Agreement shall be incorporated into and made a part of the Scope of Services and quote whether or not expressly incorporated by reference in the Scope of Services and quote.

In the event of a conflict between the terms of a Scope of Services, quote, or estimate and this Agreement, this Agreement shall control.

2. SPECIFICATIONS.

Upon request by the Town, Contractor will provide plans and specifications prior to engaging in any services under this Agreement. Contractor hereby acknowledges that it is fully licensed to perform the work contemplated by this Agreement. In the event of a conflict between the provided plans and specifications and this Agreement, this Agreement shall control.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June 30, 2027 unless terminated sooner in accordance with the terms of this Agreement. Contractor shall commence and complete the work required by this Agreement in accordance with the dates provided in the Scope of Services as agreed upon by the Parties. Contractor shall immediately notify the Town of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any work so that remedial action may be taken. Contractor shall not begin any work pursuant to this Agreement or a Scope of Services until written confirmation has been provided by the Town. The Parties hereby agree that written confirmation may be provided through electronic communication from the Town's representative identified in Section 13 of this Agreement. If Contractor has not satisfactorily commenced or completed the work within the times specified, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies. Any changes to the schedule(s) provided in the Scope of Services must be agreed to in writing by the Town and the Contractor.

4. CONSIDERATION AND PAYMENT OF SERVICES.

In consideration of the above services, the Town will pay the Contractor the amount authorized by the issued Purchase Order corresponding to the agreed upon Scope of Services and quote. After services are agreed upon pursuant to this Agreement and the associated Scopes of Service, Contractor will invoice the Town for work performed. Town has the right to require the Contractor to produce for inspection all of Contractor's records and charges to verify the accuracy of all invoices. Town shall pay Contractor's invoices within thirty (30) days of receipt unless a bona fide dispute exists between Town and Contractor concerning the accuracy of said invoice or the services covered thereby.

5. INDEMNIFICATION.

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

6. APPLICABILITY OF LAWS AND REGULATIONS.

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

This Agreement shall be governed by the laws of the State of North Carolina. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or nonperformance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Wake County, North Carolina, or the United States District Court sitting in Wake County, North Carolina, and it is agreed by the Parties that no other court shall have jurisdiction or venue with respect to such suits or actions.

7. E-VERIFY COMPLIANCE.

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

8. QUALITY AND WORKMANSHIP.

All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided. Contractor shall provide services in accordance with all federal, state and local law and in accordance with all governing agency regulations and shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for the Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina.

9. INSURANCE.

The Contractor shall maintain valid general liability insurance in the minimum amount of \$1,000,000, commercial automobile liability insurance in the minimum amount of \$2,000,000, and provide certificates of such insurance naming the Town of Apex as an *additional insured* by endorsement to the policies. If the policy has a blanket additional insured provision, the contractor's insurance shall be primary and non-contributory to other insurance. Additionally, the contractor shall maintain and show proof of workers' compensation and employer's liability insurance in the minimum amount of \$1,000,000. The Contractor shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company.

All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Contractor to have sufficient insurance nor the requirement that Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

10. PRE-PROJECT SAFETY REVIEW MEETING.

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

11. DEFAULT.

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

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

13. NOTICE.

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

TO CONTRACTOR: Contractor: KB Power Systems, Inc.
Attn: Jessica Register
Address: 738 Old Buies Creek Rd
Lillington, NC 27546
Email: admin@kbpowersystemsnc.com

TO TOWN: Town of Apex
Attention: Michael Deaton, P.E.
Address: PO Box 250
Apex, NC 27502

14. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Contractor 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 Contractor or the Town. There could be changes in anticipated performance times and service costs. Contractor will exercise reasonable efforts to overcome the challenges presented by current circumstances. In the event of changes in performance times or service costs caused by the COVID-19 pandemic the Town reserves the right to terminate this Agreement in accordance with its terms. 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.

15. NONWAIVER FOR BREACH.

No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties.

No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and for any such breach or non-performance each party shall be relegated to such remedies as provided by law.

16. CONSTRUCTION.

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

17. NO REPRESENTATIONS.

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

18. SEVERABILITY.

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

19. COUNTERPARTS.

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

20. MODIFICATION.

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

21. BINDING EFFECT.

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

22. ASSIGNMENT.

Contractor shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the Town. Nothing contained in this paragraph shall prevent Contractor

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

23. INDEPENDENT CONTRACTOR.

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

24. NON-APPROPRIATION.

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

25. IRAN DIVESTMENT ACT CERTIFICATION.

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

26. ANTI-HUMAN TRAFFICKING.

The Contractor warrants and agrees that no labor supplied by the Contractor or the Contractor's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

27. NONDISCRIMINATION.

Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Contractor hereby warrants and agrees that Contractor 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.


28. ELECTRONIC SIGNATURE.

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

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this ____ day of _____, 2024.

Contractor

Name: KB Power Systems, LLC

By: 
(Signature)

Title: Commercial Service Admin.

Attest:

(Secretary, if a corporation)

Town of Apex

Randal E. Vosburg, Town Manager

Attest:

Allen L. Coleman, CMC, NCCCC
Town Clerk

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

Antwan Morrison, Finance Director

EXHIBIT A



738 Old Buies Creek Rd
Lillington, NC 27546
Office: 919-577-9136
admin@kbpowersystemsnc.com

**2024-2027 Service Rates
Contract Rates**

Normal Business Hours- \$120.00/hour

After Hours 5:00 pm – 7:30 am \$180.00/hour

Travel Time \$2.50 per mile

Drive Time \$120.00/hour

Normal Business Hours: Scheduled work Monday-Friday 7:30 am-5:00 pm

Emergency: Non Scheduled work Monday-Friday 7:30 am-5:00 pm Holiday or

Weekend: Scheduled or Non Scheduled work on Holidays or Weekends

***Emergency Activation charge for any emergency calls- \$100.00**

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 10, 2024

Item Details

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

Department(s): Water Resources

Requested Motion

Motion to approve a Master Services Agreement (MSA) between Vision NC, LLC., and the Town of Apex, to perform emergency pump and haul, pipe cleaning, video inspection, and flow monitoring services, effective through September 30, 2027 and to authorize the Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

This agreement extends Vision NC, LLC., services through a new 3-year agreement. When requested Vision NC LLC., provides all labor, materials, and equipment necessary to perform emergency on-call services such as pumping and hauling, pipe cleaning, video inspection, and flow monitoring services.

Attachments

- CN7-A1: Master Services Agreement (MSA) - Contract Multi-Year - Vision NC, LLC.



STATE OF NORTH CAROLINA

Contract Identification # _____

COUNTY OF WAKE

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (hereinafter “Agreement”) is entered into this the _____ day of _____, 2024, by and between, Vision NC, LLC, a North Carolina Limited Liability Company with its principal business offices located at 7424 ACC Boulevard, Suite 106, Raleigh, NC 27617 (the “Contractor”), and the Town of Apex, a municipal corporation of the State of North Carolina, (the “Town”). Town and Contractor may collectively be referred to as “Parties” hereinafter.

WITNESSETH:

WHEREAS, Town, is engaged in the operation of water and sewer utilities including pipes, drains, facilities and associated equipment, which from time to time requires maintenance, repair, installation, removal testing, and inspection as well as other projects related to wastewater treatment and soil and erosion control; and

WHEREAS, the professional services of outside firms or consultants and/or others will from time to time in the future be needed by the Town for the services as described above; and

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

WHEREAS, the Parties contemplate that the services of the Contractor will be performed in various stages in accordance with separate authorizations to be issued by the Town, and the Parties desire to set forth the basic terms of their agreement in this Master Services Agreement rather than in the separate authorizations issued by the Town; and

WHEREAS, the Parties acknowledge and agree that this Agreement shall act as a base agreement under which the Parties can enter into multiple specific transactions by executing a Purchase Order and written confirmation to proceed pursuant to a Scope of Services, quote, and/or rate sheet; and

WHEREAS, the Parties agree that this Agreement is non-exclusive and does not require or commit the Contractor to being available to perform services until a Scope of Services and quote is submitted, and does not preclude the Town from hiring other vendors or contractors to perform the same or similar work.

NOW THEREFORE, in consideration of the foregoing recitals, and the premises and mutual covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereto do contract and agree as follows:

1. SCOPE OF SERVICES.

The Contractor agrees to perform for the Town the following general services when requested by the Town: All labor, materials, and equipment necessary to perform emergency on-call services as requested at the prices provided in a quote by the Contractor for each individual pumping and hauling, pipe cleaning, video inspection, and flow monitoring service.

When service is requested by the Town, Contractor shall provide a detailed Scope of Services and quote that shall be governed by the terms of this Agreement. If a rate sheet is provided and attached to this Agreement then the quote shall be consistent with the rate sheet. The quote and Scope of Services shall reference this Agreement and this Agreement shall be incorporated into and made a part of the Scope of Services and quote whether or not expressly incorporated by reference in the Scope of Services and quote.

In the event of a conflict between the terms of a Scope of Services, quote, or estimate and this Agreement, this Agreement shall control.

2. SPECIFICATIONS.

Upon request by the Town, Contractor will provide plans and specifications prior to engaging in any services under this Agreement. Contractor hereby acknowledges that it is fully licensed to perform the work contemplated by this Agreement. In the event of a conflict between the provided plans and specifications and this Agreement, this Agreement shall control.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on June 30, 2027 unless terminated sooner in accordance with the terms of this Agreement. Contractor shall commence and complete the work required by this Agreement in accordance with the dates provided in the Scope of Services as agreed upon by the Parties. Contractor shall immediately notify the Town of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any work so that remedial action may be taken. Contractor shall not begin any work pursuant to this Agreement or a Scope of Services until written confirmation has been provided by the Town. The Parties hereby agree that written confirmation may be provided through electronic communication from the Town's representative identified in Section 13 of this Agreement. If Contractor has not satisfactorily commenced or completed the work within the times specified, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies. Any changes to the schedule(s) provided in the Scope of Services must be agreed to in writing by the Town and the Contractor.

4. CONSIDERATION AND PAYMENT OF SERVICES.

In consideration of the above services, the Town will pay the Contractor the amount authorized by the issued Purchase Order corresponding to the agreed upon Scope of Services and quote. After services are agreed upon pursuant to this Agreement and the associated Scopes of Service, Contractor will invoice the Town for work performed. Town has the right to require the Contractor to produce for inspection all of Contractor's records and charges to verify the accuracy of all invoices. Town shall pay Contractor's invoices within thirty (30) days of receipt unless a bona fide dispute exists between Town and Contractor concerning the accuracy of said invoice or the services covered thereby.

5. INDEMNIFICATION.

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

6. APPLICABILITY OF LAWS AND REGULATIONS.

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

This Agreement shall be governed by the laws of the State of North Carolina. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or nonperformance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Wake County, North Carolina, or the United States District Court sitting in Wake County, North Carolina, and it is agreed by the Parties that no other court shall have jurisdiction or venue with respect to such suits or actions.

7. E-VERIFY COMPLIANCE.

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

8. QUALITY AND WORKMANSHIP.

All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided. Contractor shall provide services in accordance with all federal, state and local law and in accordance with all governing agency regulations and shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for the Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina.

9. INSURANCE.

The Contractor shall maintain valid general liability insurance in the minimum amount of \$1,000,000, commercial automobile liability insurance in the minimum amount of \$2,000,000, and provide certificates of such insurance naming the Town of Apex as an *additional insured* by endorsement to the policies. If the policy has a blanket additional insured provision, the contractor's insurance shall be primary and non-contributory to other insurance. Additionally, the contractor shall maintain and show proof of workers' compensation and employer's liability insurance in the minimum amount of \$1,000,000. The Contractor shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company.

All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Contractor to have sufficient insurance nor the requirement that Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

10. PRE-PROJECT SAFETY REVIEW MEETING.

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

11. DEFAULT.

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

12. TERMINATION FOR CONVENIENCE.

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

13. NOTICE.

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

TO CONTRACTOR: Contractor: Vision NC, LLC.
Attn: Brian Hicks
Address: 7424 ACC Boulevard, Suite 106
Raleigh, NC 27617
Email: brian@vision-nc.com

TO TOWN: Town of Apex
Attention: Michael Deaton, P.E.
Address: PO Box 250
Apex, NC 27502

14. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Contractor 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 Contractor or the Town. There could be changes in anticipated performance times and service costs. Contractor will exercise reasonable efforts to overcome the challenges presented by current circumstances. In the event of changes in performance times or service costs caused by the COVID-19 pandemic the Town reserves the right to terminate this Agreement in accordance with its terms. 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.

15. NONWAIVER FOR BREACH.

No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties.

No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and for any such breach or non-performance each party shall be relegated to such remedies as provided by law.

16. CONSTRUCTION.

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

17. NO REPRESENTATIONS.

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

18. SEVERABILITY.

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

19. COUNTERPARTS.

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

20. MODIFICATION.

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

21. BINDING EFFECT.

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

22. ASSIGNMENT.

Contractor shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the Town. Nothing contained in this paragraph shall prevent Contractor

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

23. INDEPENDENT CONTRACTOR.

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

24. NON-APPROPRIATION.

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

25. IRAN DIVESTMENT ACT CERTIFICATION.

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

26. ANTI-HUMAN TRAFFICKING.

The Contractor warrants and agrees that no labor supplied by the Contractor or the Contractor's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

27. NONDISCRIMINATION.

Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Contractor hereby warrants and agrees that Contractor 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.


28. ELECTRONIC SIGNATURE.

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

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this _____ day of _____, 2024.

Contractor

Name: Vision NC

By: 
(Signature)

Title: Vice President

Attest: 
(Secretary, if a corporation)

Town of Apex

Randal E. Vosburg, Town Manager

Attest:

Allen L. Coleman, CMC, NCCCC
Town Clerk

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

Antwan Morrison, Finance Director

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 10, 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:

- August 13, 2024 - Regular Town Council Meeting
- August 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 Statutes (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

- CN8-A1: **DRAFT** Minutes - August 13, 2024 - Regular Town Council Meeting Minutes
- CN8-A2: **DRAFT** Minutes - August 20, 2024 - Town Council Work Session Minutes



DRAFT MINUTES

TOWN OF APEX REGULAR TOWN COUNCIL MEETING TUESDAY, AUGUST 13, 2024 6:00 PM

The Apex Town Council met for a Regular Town Council Meeting on Tuesday, August 13th, 2024 at 6:00 PM in the Council Chambers at Apex Town Hall, located at 73 Hunter Street in Apex, North Carolina.

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. The recording of this meeting can be viewed here:

<https://www.youtube.com/watch?v=WW6HWjR-FwM>

[ATTENDANCE]

Elected Body

Mayor Jacques K. Gilbert (presiding)
Mayor Pro Tempore Ed Gray
Councilmember Audra Killingsworth
Councilmember Arno Zegerman
Councilmember Terry Mahaffey
Absent: Councilmember Brett Gantt

Town Staff

Town Manager Randy Vosburg
Deputy Town Manager Shawn Purvis
Assistant Town Manager Marty Stone
Town Attorney Laurie Hohe
Town Clerk Allen Coleman
All other staff members will be identified appropriately below

[COMMENCEMENT]

Mayor Gilbert called the meeting to order and welcomed all who were in attendance and watching.

Mayor Gilbert then took a moment of silence for the invocation and a moment of peace and then lead those in attendance in the Pledge of Allegiance.

[CONSENT AGENDA]

A **motion** was made by **Mayor Pro Tempore Gray**, seconded by **Councilmember Killingsworth**, to approve the Consent Agenda as presented.

VOTE: UNANIMOUS (4-0), with Councilmember Gantt absent

CN1 Agreement - Active Network, LLC - Recreation Programming Registration Software - September 1, 2024 through June 30, 2025 (REF: CONT-2024-211)

Council voted to approve a Product and Services Agreement between Active Network, Inc and the Town of Apex, to change the terms of the annual subscription from varying service and transaction fees to an annual subscription fee and lower charges per transaction, effective September 1, 2024 through June 30, 2025, and authorize the Town Manager and/or their designee to execute on behalf of the Town.

CN2 Agreement - Interlocal Agreement - Emergency Dispatch and Communications Systems - Town of Apex, Town of Cary, and Town of Morrisville (REF: CONT-2024-212)

Council voted to approve a new Interlocal Agreement between the Town of Apex, Town of Cary, and Town of Morrisville (CAM Agencies) for Emergency Dispatch and Communications Services for the Town of Apex, effective three (3) years from the date listed in the first paragraph and automatically renew for up to nine (9) successive (3) year renewal terms.

CN3 Annexation No. 785 - Elevate 64 West - 35.15 acres (REF: RES-2024-044, RES-2024-045, and OTHER-2024-086)

Council voted 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 August 27, 2024, on the Question of Annexation - Apex Town Council's intent to annex 35.15 acres, known as Elevate 64 West, Annexation No. 785, into the Town Corporate limits.

CN4 Annexation No. 787 - Chapel Ridge North - 21.56 acres (REF: RES-2024-046, RES-2024-047, and OTHER-2024-087)

Council voted 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 August 27, 2024, on the Question of Annexation - Apex Town Council's intent to annex 21.56 acres, known as Chapel Ridge North, Annexation No. 787, into the Town Corporate limits.

CN5 Appointment(s) - Parks, Recreation, and Cultural Resources Advisory Commission

Council voted to reappoint the following members to the Apex Parks, Recreation and Cultural Resources (PRCR) Advisory Commission for three-year terms each and expiring June 30, 2027:

PRCR-006 - Lisa Esterrich - reappointment for 3rd Term

PRCR-007 - Michael Kanters - reappointment for 4th Term

AND

Council voted to appoint the follow member to the Apex Parks, Recreation and Cultural Resources (PRCR) Advisory Commission for a three-year term and expiring June 30, 2027.

PRCR-008 - Lisa Montoya - initial appointment (first term)

CN6 Appointment(s) - Parks, Recreation, and Cultural Resources Advisory Commission - Chair-Vice-Chair

Council voted to confirm the following leadership positions on the Parks, Recreation, and Cultural Resources (PRCR) Advisory Board for fiscal year 2024-2025:

Darryl Lanier, Chair of the Parks, Recreation, and Cultural Resources (PRCR) Advisory Board
Matt Carusona, Vice-Chair of the Parks, Recreation, and Cultural Resources (PRCR) Advisory Board

CN7 Construction Contract Award - W.C. Construction Company - Columbarium Project Budget Ordinance Amendment No. 1 and Capital Project Ordinance

Amendment No. 2025-1 (REF: CONT-2024-219, ORD-2024-062, and ORD-2024-063)

Council voted to award a construction contract agreement between W. C. Construction Company and the Town of Apex, for Phase 2 of the Apex Cemetery Columbarium Project, and adopt Budget Ordinance Amendment 1 and corresponding Capital Project Ordinance Amendment 2025-1, and authorize the Town Manager, or their designee, to execute on behalf of the town.

CN8 Contract Multi-Year - Blink Charging Co. - Install New EV Charging Infrastructure - August 2024 through August 2029 (REF: CONT-2024-214)

Council voted to approve a multi-year agreement between Blink Charging Co and the Town of Apex, to install charging infrastructure and provide network and data portal access and service warranties, effective August 2024 through August 2029, and to authorize the Town Manager, or their designee, to execute on behalf of the Town.

CN9 Contract - Single Source Vendor - Borders States - Regulator Controllers at Mount Zion Substation - Eaton CL-7 Series (REF: CONT-2024-215)

Council voted to approve Sole Source Vendor, Border States, to replace the regulator controllers at Mount Zion Substation.

CN10 Contract Agreement Amendment - Municipal Fire Protection with Wake County - Fiscal Years 2023 through 2025 (REF: CONT-2024-216)

Council voted to approve a second amendment to the Fiscal Year 2023-2025 Wake County Fire Protection to add funds approved in the Fiscal Year 2025 adopted budget for the provision of Fire Services under the Agreement, effective through June 30, 2025, and to authorize the Town Manager, or their designee, to execute on behalf of the Town.

CN11 Council Meeting Minutes - Various

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

June 11, 2024 - Regular Town Council Meeting Minutes

June 18, 2024 - Town Council Work Session Meeting Minutes

June 25, 2024 - Regular Town Council Meeting Minutes

June 27, 2024 - Special Town Council Meeting Minutes

CN12 Human Resources (HR) Policy Updates - Town's Personnel Policies (REF: PLCY-2024-009)

Council voted to approve the revisions to the Special Event Pay policy of the Town's Personnel Policies Manual.

CN13 Memorandum of Agreement (MOA) between Town of Apex, State of North Carolina Division of Water Resources, and the Lower Neuse Basin Association and Permittees - In-Stream Monitoring Requirements (REF: CONT-2024-217)

Council voted to approve a Memorandum of Agreement (MOA) between the State of North Carolina's Division of Water Resources, the Lower Neuse Basin Association and Permittees, and the Town of Apex, to fulfill the in-stream monitoring requirements required by the NPDES wastewater permit, effective through July 2029, and to authorize the Town Manager, or their designee, to execute on behalf of the Town.

CN14 Rezoning Case No. 22CZ27 - Center City Townhomes - Statement and Ordinance (REF: ORD-2024-064)

Council voted to the Statement of the Town Council and Ordinance for Rezoning Application No. 22CZ27, Jason Barron, Morningstar Law Group, applicant for the properties located at 1316, 1314, 0, 1320, 1332, 1400, 1328, and 0 Center Street (PINs 0741994612, 0741993895, 0741993581, 0741995716, 0741996516, 0741997663, 0741995786, & 0741995610).

CN15 Rezoning Case No. 24CZ05 - 2228 Kelly Road - Statement and Ordinance (REF: ORD-2024-065)

Council voted to approve the Statement of the Town Council and Ordinance for Rezoning Application No. 24CZ05, Matthew Carpenter, Parker Poe, applicant for 2228 Kelly Road (PIN 0732257946).

CN16 Rezoning Case No. 24CZ08 - 0 and 1341 Perry Road - Statement and Ordinance (REF: ORD-2024-066)

Council voted to approve the Statement of the Town Council and Ordinance for Rezoning Case No. 24CZ08, Matt Wetherell, Facilities & Grounds Manager, applicant, for property located at 0 & 1341 Perry Road (PINs 0741326706, 0741427922).

CN17 Tax Report - May 2024 (REF: OTHER-2024-088)

Council voted to approve the Apex Tax Report dated June 03, 2024.

[PRESENTATIONS]

PR1 Proclamation - Apex Outreach Service Project (AOSP) - Celebrating 25 Years of Service and Success [REF: PRO-2024-023]

Mayor Gilbert, along with the rest of the Town Council, read the Proclamation - Apex Outreach Service Project (AOSP) - Celebrating 25 Years of Service and Success. He invited Pastor Laura Katherine Stern and Tanner Johnson and others to accept the proclamation and take a picture.

Tanner Johnson, Youth Pastor of Apex United Methodist Church, said that he was always amazed of the heart and love for neighbors people showed through the Apex Outreach Service Project.

Wally Jordan said he had been doing this for 17 years and the last 6 or 7 he had been in charge of pulling together the projects and that he goes out and meets the homeowners, determines which project to do, and puts the budget together. He said they have been to over 250 homes, and it will continue growing.

1 **Mayor Gilbert** presented a commemorative coin of the Town of Apex's 150th
2 Anniversary for doing work at the Christian Home Church, the oldest Church in Apex.

3
4 **[REGULAR MEETING AGENDA]**

5 **Mayor Gilbert** noted there would be two Closed Session Items added to consult with
6 the Town Attorney, one prior to New Business, and one during normal Closed Session time.

7
8 A **motion** was made by **Councilmember Zegerman**, seconded by **Councilmember**
9 **Mahaffey**, to approve the Regular Meeting Agenda with the addition of the two Closed
10 Session Items.

11
12 **VOTE: UNANIMOUS (4-0), with Councilmember Gantt absent**

13
14 **[PUBLIC FORUM] (NOTE: To view Public Forum and Public Hearing Sign-in Sheets, see**
15 **OTHER-2024-090)**

16 **Mayor Gilbert** opened up the Public Forum and invited the first speaker up.

17
18 First to speak was **Elizabeth Stitt** at 3113 Friendship Road:

19 "Mayor, Town Council, good evening, in the very near future perhaps even tonight
20 you're going into Closed Session to discuss the big branch force main. That discussion will
21 only have partial information and you may be asked to make a decision based on incomplete
22 data because we, the impacted property owners, are not allowed to participate, and as such
23 we are not able to help you understand our issues, or even opportunities for the alternatives. I
24 have been told by several of the Council that your lack of direct engagement with us may be
25 in part due to a fear of a lawsuit. To be clear, it has been the Town that has been promoting
26 the use of litigation, not us in the community. It was the Town who planned behind closed
27 doors for at least four years to take our land and only notified us when the town was legally
28 required to, we received a 30-day notice that you were going to come onto our properties
29 and do field work. We since that time, that was April of 2022 and then in July of 2022, you had
30 a work session where the town staff told you the condemnation was likely, and you voted to
31 go forward with the current route on our properties knowing that condemnation was the plan.
32 Since that time, we property owners have been forced to take off time from our jobs, we use
33 our vacation time to coordinate all of the different subcontractors that have come in and off of
34 our property, it has not been without hardship, there's been no compensation, no empathy,
35 no working with us, it has been a battle. But nonetheless, we keep showing up and we keep
36 showing up because we want to work with you because there are other alternatives, but it's
37 very hard to convince you of other alternatives when you're being told from the Town staff
38 that this is what they want to do. So, I did some conversations with some prior Council
39 Members and said hey, you know in the past, I know about the lawsuit with the New Hill
40 Community over the water treatment facility, the lawsuit against Beverly Ruben and the
41 impact to her property, the lawsuit with developers on impact fees and I said hey, in these

1 Closed Sessions, what happens you know, help me understand and basically I've been told
2 by multiple former council members that the conservation is, you get advised and you take
3 the information the best that you have and you make decisions accordingly. And then I asked
4 the question, well now that the time has passed and you could look back on the lawsuit that
5 the New Hill Community had, how they delayed construction of the Wastewater facility for 5
6 years, how they were able to get a half million dollars for the community center, how they
7 were able to get domes put over sewage ponds, I said do you feel like you were given
8 enough information to avoid a 5-year delay and of course the answer was no. You pose the
9 same question on the Beverly Ruben case to say hey, you sat in Closed Session, you made a
10 decision to do eminent domain on her property, 9 years later the Town is still in litigation, if
11 you had known that you were still going to be in litigation 9 years later, would you have made
12 the same decision or would you maybe have tried to do something to have a different
13 outcome, maybe shorten the length of time, you know something and the answer is of course
14 yes. You have the same question about the impact fees that you charged to developers. Hey if
15 you had known that you didn't have the authority from the general assembly and that you
16 needed to go do these certain steps with the general assembly, would you have made a
17 different decision and each time the answer is yes. So I lay this out in painful detail is because
18 we know, the property owners know, that there are things that you don't understand and we
19 don't know how to engage with you, we get this 3 minute or 9 minute monologue, but we
20 never really get to have a conversation, so how do we effectively work through tough
21 problems if you won't engage. We're not the ones filing the lawsuit here, it is the Town that's
22 filing the lawsuit, and we will respond because we have our constitutional rights to be able to
23 respond, but we have opportunity even now to continue to work through alternatives, so we
24 in the community have worked with Duke Energy and NCDOT, we have gotten concessions,
25 we have moved the needle without your help and we need more help. There are more things
26 that can be achieved. So, the town in February did start having some of those conversations
27 because we open the door and our understanding is, got a yes, but yes with constraints that it
28 may not be you know, as attractive as initially understood, so we are going back to NCDOT
29 and Duke Energy to have more conversation. Our ask is to figure out how do we have a
30 conversation with you as a part of it, do you need to bring an attorney with you, you know,
31 how do we move this to where we're working with each other, because there are things that
32 you don't know and you're going to make decisions in closed session without having all the
33 facts. We don't want to be 9 years down the road fighting at all, but we've come two years in
34 this effort to say, hey, let's have a dialogue and we're still not able to have a dialogue, and so
35 while I appreciate the Mayor's comments in the beginning that we are united as a community
36 and we want to work together. I see that with the different proclamations and different
37 groups, every group but us. So the ask is, what do we need to do, what do we need to do
38 differently, how do we make the ask in order to have conversations to figure out how we
39 minimize the impact, because it is good for the community, it's good for you, it's good for us,
40 litigation is only good for attorneys, but you're not giving us a choice. So, I have a list of a
41 couple of things to share with you guys, because we can't go through all of the things that
42 you should need to consider. Here is a short list of some things that we would like for you to

ask during these closed sessions, but we would really like for you to have a conservation one at a time if need be. Don't we deserve it, and don't the taxpayers of Apex deserve to know that you've done everything in your power as an individual leader to have a better outcome for the community? It's a simple ask, I understand it's hard. Some of these conversations are really hard, but how do you get through it unless you have the conversation. So, I apologize for not dropping this off to the Town Clerk, but you know, please review this and please consider having conversation with us. Thank you very much."

Mayor Gilbert thanked Ms. Stitt and called the next speaker.

Next speaker was **Dawn Cozzalino**:

"Good evening, Town Council and Mayor. I was very moved by Elizabeth's discussion. I think we are trying to open the doors and very committed, we work very hard to partner up, we have a lot of great ideas, a lot of creativity in our environment and we care about our community. So I just want to echo, because it is our future, very important. So, I want to thank the Planning Department, so we had Jenna, Diane and Amanda, we had a couple of Zoom calls about our New Hill Friendship Historic overlay district, and it was really a great partnership. So, really appreciate the time that the staff spent with us to understand the concepts in the document and want to be engaged to prepare it to put out there for public input. We were very pleased with that partnership; we had the due date last week that everything was submitted and we're looking forward to that coming before the Planning Board shortly. In between that there is a draft that's going to be re-written and we're just asking for a little bit more time and the reason we're asking for a little bit more time before that September 9th Board date, Planning Board date is because it gives us very little time, less than two weeks to look at the material and we all work full-time, we're very busy, everybody has personal commitments and we want to make sure that all the data is complete and I'll echo the points of what you heard already is that sometimes these decisions are made without complete data and an example I'll give you is the traffic study or the accident studies that were done for our study area did not include secondary roads that are not managed by Apex, they're managed by the North Carolina Department of Transportation and that would be, not everybody reports accidents, you hope they do, but that would be reported by Wake County Sheriff and the North Carolina Highway Patrol. So, those entitles data inputs are not getting into the system, into Apex's data which is really important because this kind of gives you a little snippet of really the big picture, so in order to ensure, you know some of those really important points because traffic is dangerous, it's getting more congested, there, we need really good data to support a good decision so we want to make sure that we have a lot of the time to do that. So, I'd just like to ask for a little bit more time so that we can gather that data, and I appreciate it. Thank you."

Mayor Gilbert thanked Ms. Cozzalino and called the next speaker.

Next speaker was **Beth Bland** at **3724 Friendship Road**:

1 "I'm not going to talk real long tonight, I've been on a plane for way too long, not a lot of
2 sleep. But, I really felt it was important to be here tonight, just very quickly, the Friendship
3 Road signalization I hope that's pretty much a non-problem for you to approve, it's so
4 needed. All the development going on Old US 1 on Woods Creek and then you have
5 Friendship Innovation Park and none of its done and they're all using Friendship Road and it's
6 just going to continue to get worse and worse, it's really needed, so that's that part. The other
7 part, the force main, so Elizabeth went over that pretty well tonight but I wanted to bring up
8 our property specifically because we did have the surveyor, we asked the Town, the surveyor
9 came out and marked our property for where the force main is going to go through and even
10 though we were told our buffer would not be impacted, that's not true, so part of it's going to
11 come down and expose us to US 1, so when I talked with Mike Deaton and we still have to get
12 back with him, we have been gone for 3 weeks, so he did reach out, we're going to go back
13 with him, but after we had it marked, Mike came out, Steve came out and the appraiser came
14 back out to look at it just to make sure they had all the information and when I went back at
15 Mike with email concerning that it's not drawn and we were promised our buffer would not
16 be touched his response back to me was uh well they were trying to protect more of your
17 trees, so the threat was oh okay, well if you don't let us take your buffer, we're going to take
18 more of your trees, so there's already 70 some trees coming down on our property alone, we
19 only have 5 acres and there is a solution to that, they can put a bend so that it doesn't affect
20 any more trees. So, that one of the conversations I'll be having with him, but I just wanted you
21 to understand that Elizabeth is correct, that you don't have all the information, and it is
22 possible to move it to the South side. So, I'm asking for all of your support and trying to move
23 it to the South side and for all the reasons that have been presented already, it makes a lot of
24 sense. Thank you."

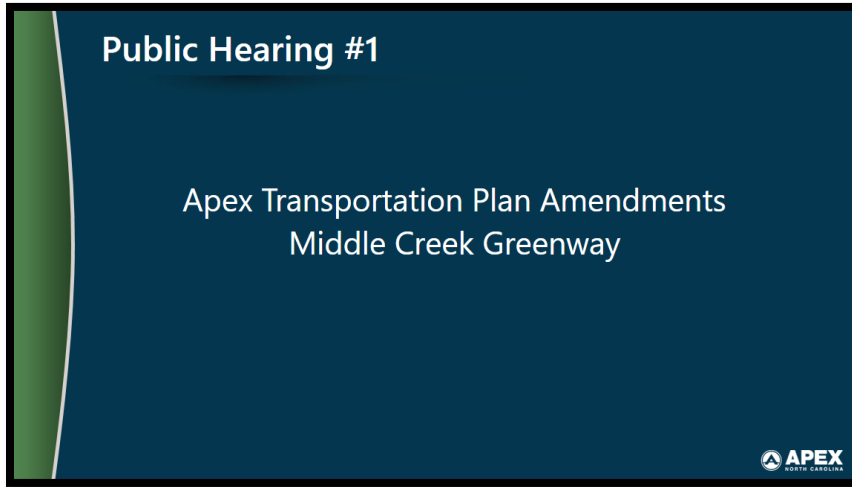
25 **Mayor Gilbert** thanks everyone that came out to speak. He closed the Public Forum
26 and moved to Public Hearings.

27
28 **[PUBLIC HEARINGS]**

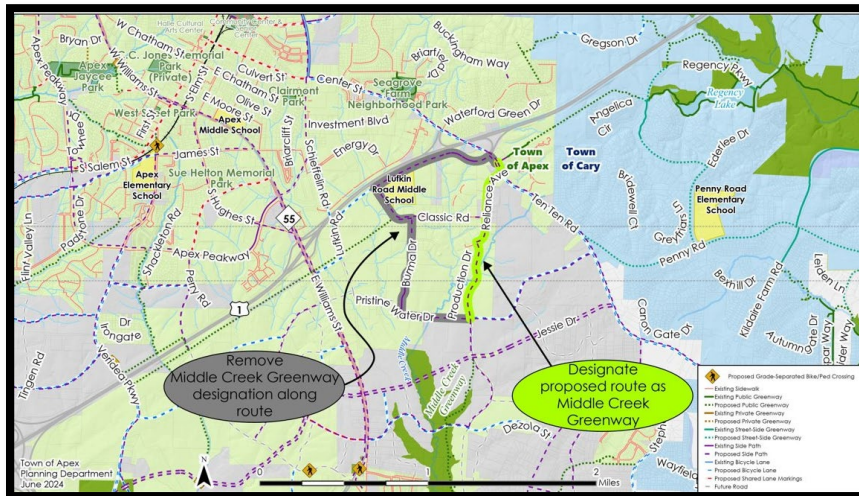
29 **PH1 Apex Transportation Plan Amendments - Middle Creek Greenway**

30 **Angela Reincke**, Parks Planning Manager, Parks, Recreation, and Cultural Resources
31 Department gave the following presentation:
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33
34
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36

1 [SLIDE 1]



2
3 [SLIDE 2]



4
5 **Ms. Reincke** asked if there were any questions.

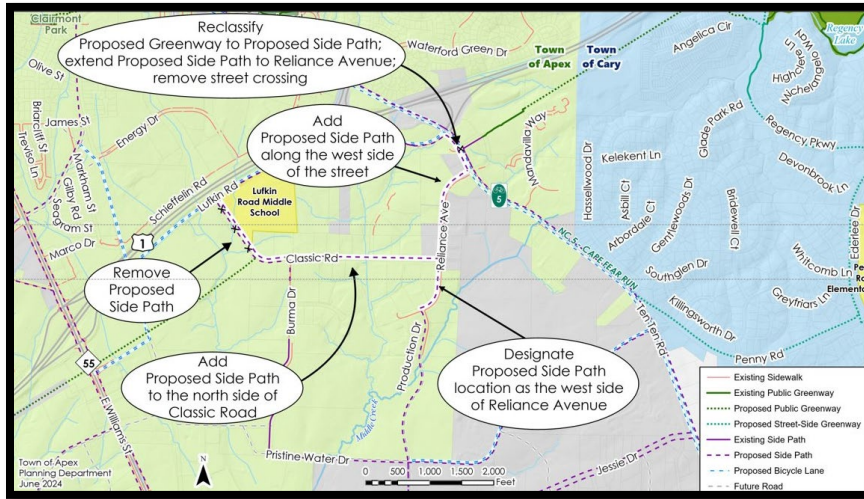
6 **Councilmember Mahaffey** asked what the motivation was.

7 **Ms. Reincke** said that the motivation was to look at the connection of the Corridor to
8 achieve completion from Jessie Drive to Ten-Ten Road.

9 **Councilmember Mahaffey** asked what the motivation was to move the route that
10 goes by the middle school to the Eastern path.

11 **Ms. Reincke** said the impacts of the type of traffic and use on some of the roads
12 nearby.

[SLIDE 3]



Mayor Gilbert thanked Ms. Reincke asked if there were any questions.

Councilmember Zegerman said it looked like there would be a proposed greenway along Classic Road which would require a road crossing, and asked if it would be better to leave the proposed path the way it is.

Ms. Reincke said it was already a developed property and there's a side path there on one side. She said that it was taken from the south side because it wasn't as visible in the study to see how that side of the trail would be utilized. She said there would be a sidewalk designated.

Councilmember Zegerman confirmed this was a change from the original recommendation of a 10-foot sidepath.

Mayor Gilbert opened up for public hearing for comment, with no one signed up to speak he closed public hearing and moved discussion back to Council.

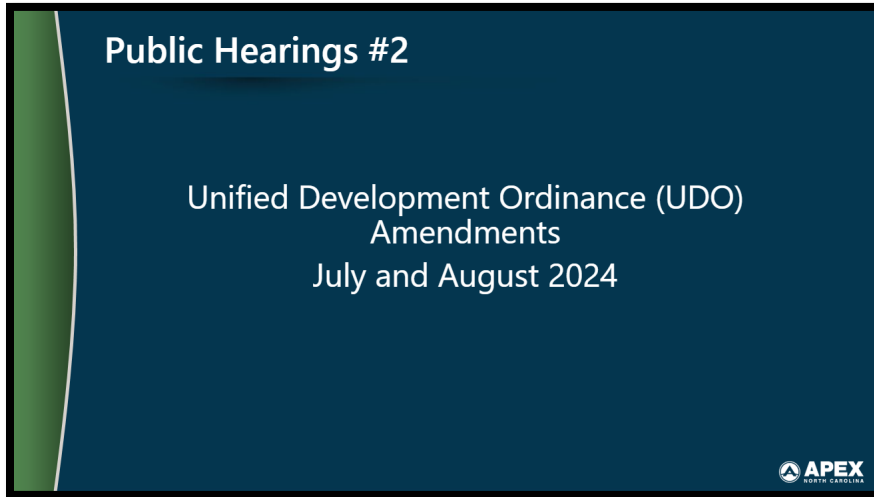
A **motion** was made by **Councilmember Zegerman**, seconded by **Councilmember Killingsworth** to approve Apex Transportation Plan Amendments – Middle Creek Greenway.

VOTE: UNANIMOUS (4-0), with Councilmember Gantt absent

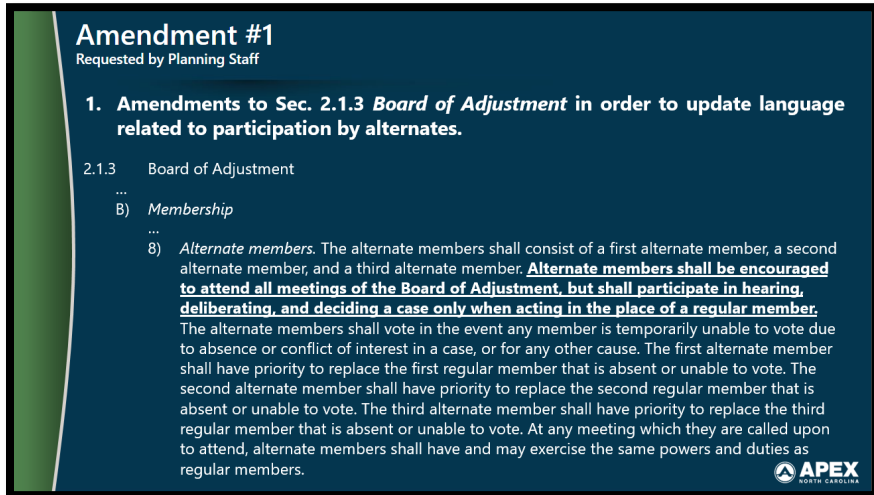
PH2 Unified Development Ordinance (UDO) Amendments - July and August 2024 (REF: ORD-2024-067)

Amanda Bunce, Current Planning Manager, Planning Department gave the following presentation:

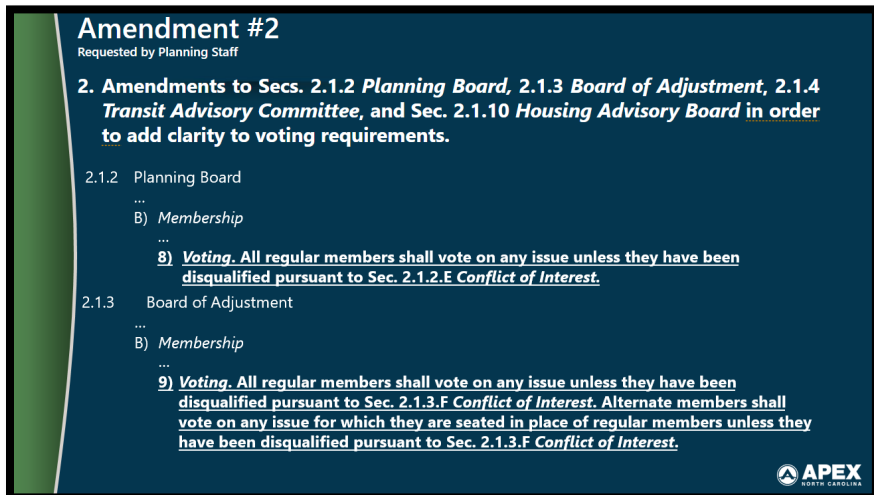
1 [SLIDE 1]



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3 [SLIDE 2]



4
5 [SLIDE 3]




6

1 [SLIDE 4]

Amendment #2
Requested by Planning Staff

2.1.4 Transit Advisory Committee
...
B) *Membership*
...
6) Voting. All regular members shall vote on any issue unless they have been disqualified pursuant to Sec. 2.1.4.E Conflict of Interest

2.1.10 Housing Advisory Board
...
B) *Membership*
...
6) Voting. All regular members shall vote on any issue unless they have been disqualified pursuant to Sec. 2.1.10.E Conflict of Interest.




2
3 [SLIDE 5]

Amendment #3
Requested by Planning Staff

3. Amendment to Sec. 2.3.12.C Appeals, Procedures in order to change the vote needed to reverse a contested decision or interpretation from four-fifths to a majority in accordance with State law.

2.3.12 *Appeals*
...
C) *Procedures*
...
5) *Action by the Board of Adjustment.* At the hearing on the appeal, the Appellant or the Appellant's agent shall state the grounds for the appeal and include any materials or evidence to support the appeal. The Planning Director, or a designated representative, shall be provided the opportunity to respond, as well as any other persons the Board of Adjustment deems necessary. After the conclusion of the hearing, the Board of Adjustment shall either affirm, affirm with modifications, or reverse the contested decision or interpretation, based on the standards in Sec. 2.3.12.E Standards. The concurring vote of four-fifths **A majority vote** of the members of the Board of Adjustment shall be necessary to reverse any order, requirement, decision or determination on appeal.




4
5 [SLIDE 6]

Amendment #4
Requested by Planning Staff

4. Amendment to Sec. 5.2.5 Bulk Measurement and Requirements in order to revise the calculation of built-upon area to refer to definition of the term in Sec. 12.2 Terms Defined.

5.2.5 Bulk Measurement and Requirements
A) *Built-upon Area*
Calculation of the ~~b~~**B**uilt-upon area within the proposed development shall **is defined in Sec. 12.2 Terms Defined** include, but not be limited to, all existing public and private streets, proposed public streets, sidewalks, driveways, rooftops, parking lots, patios, and all other impervious and partially impervious surfaces, including CABG and gravel within the development. The calculation of built-upon area is expressed as a percentage of total site area. Swimming pools and wooden decks shall not be included in the calculation of the built-upon area.



6

Mayor Gilbert opened up for public hearing for comment, with no one signed up to speak he closed public hearing and moved discussion back to Council.

A **motion** was made by **Mayor Pro Tempore Gray** and seconded by **Councilmember Mahaffey** to approve the Unified Development Ordinance (UDO) Amendments - July and August 2024.

VOTE: UNANIMOUS (4-0), with Councilmember Gantt absent

[CLOSED SESSION]

A **motion** was made by **Councilmember Killingsworth**, seconded by **Councilmember Mahaffey** to enter into Closed Session pursuant to NCGS § 143-318.11(a)(3) to consult with the Town Attorney.

VOTE: UNANIMOUS (4-0), with Councilmember Gantt absent

Council entered into Closed Session at **6:37 P.M.**

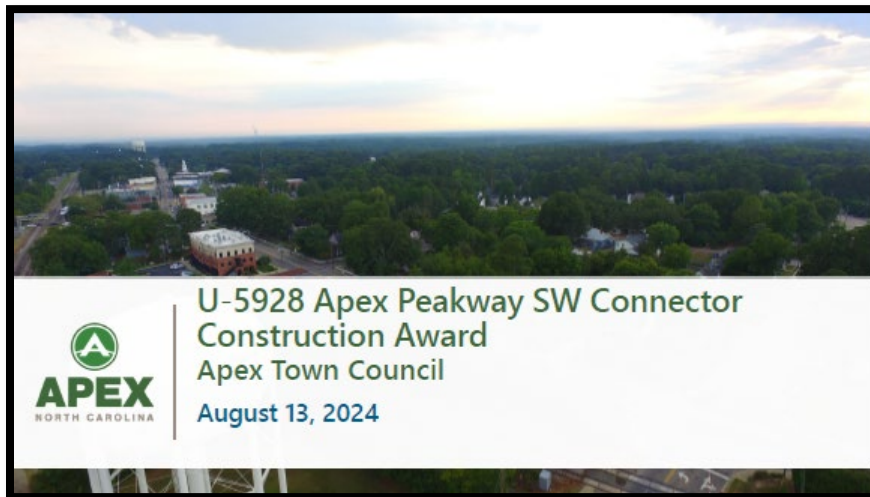
Council returned to Open Session at **7:13 P.M.**

[NEW BUSINESS]

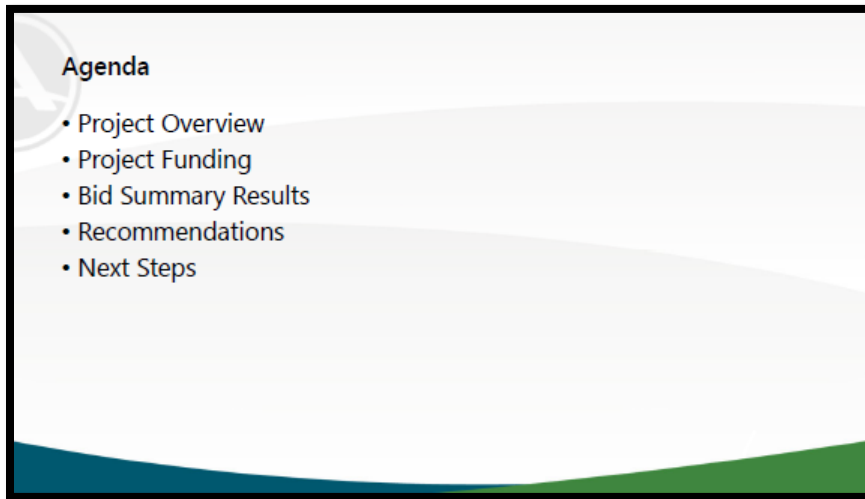
NB1 Construction Contract Award - S. T. Wooten Corporation - Apex Peakway Southwest Connector (REF: CONT-2024-218)

Russell Dalton, Traffic Engineering Manager, Transportation and Infrastructure Dev. Department, and **Adam Stephenson**, Transportation Engineering Manager, Transportation and Infra. Dev. Dept. gave the following presentation:

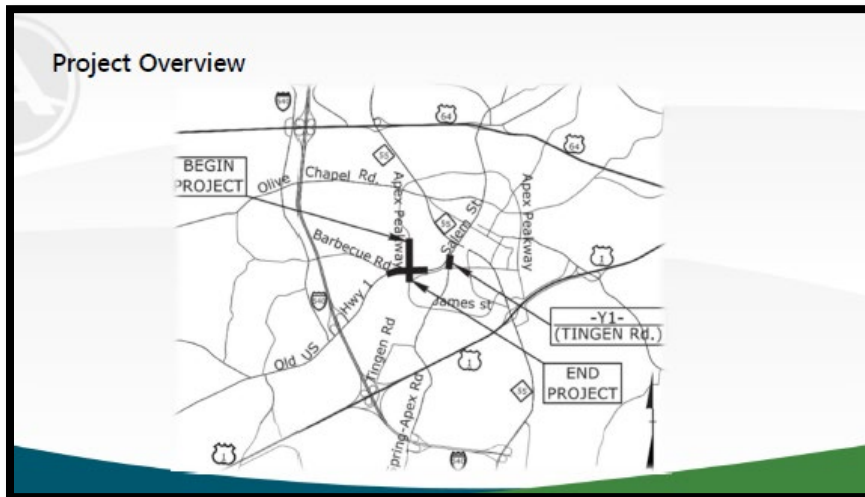
[NB1 - SLIDE 1]



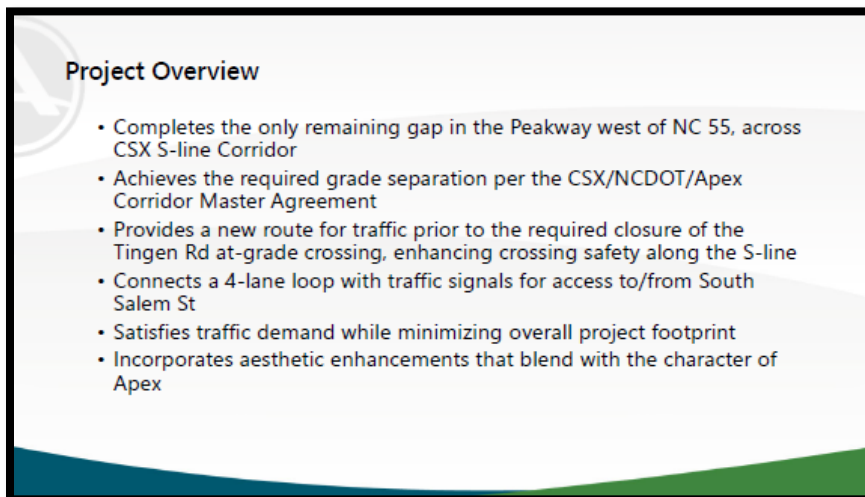
1 **[NB1 - SLIDE 2]**



2
3 **[NB1 - SLIDE 3]**



4
5 **[NB1 - SLIDE 4]**



6

1 [NB1 - SLIDE 5]



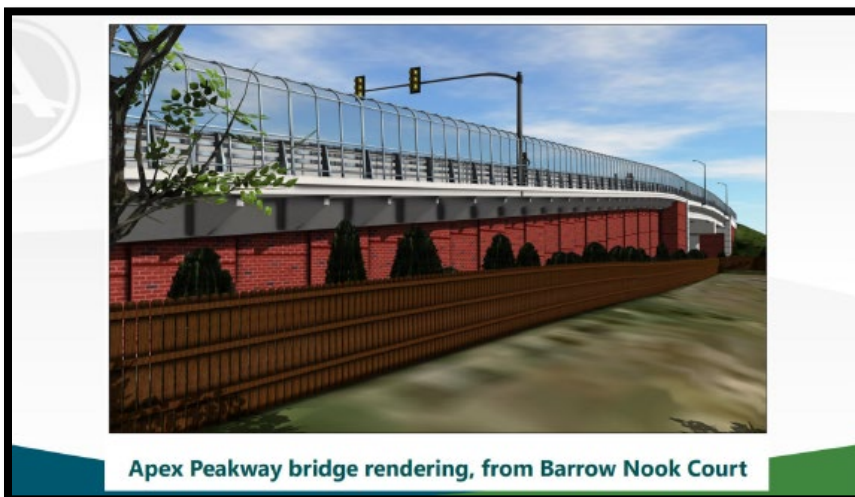
View of quadrant loop, looking toward southwest

2
3 [NB1 - SLIDE 6]



Looking eastbound along S. Salem Street

4
5 [NB1 - SLIDE 7]



Apex Peakway bridge rendering, from Barrow Nook Court

6

1 **[NB1 - SLIDE 8]**



2
3 **[NB1 - SLIDE 9]**

Project Funding

- **2015 Transportation Bond**
 - Funding for design, permitting, utility relocation and right of way acquisition
- **2021 Streets and Sidewalks Bond**
 - Additional funds needed for construction, including the construction agreement with CSXT, Town utility work, construction management, and inspections
- **Federal Funding**
 - A total of up to \$12.5 million in federal funds have been awarded as a 50% matching grant toward construction

4
5 **[NB1 - SLIDE 10]**

Project Funding

Current Budget	
Design	\$1,530,000
Property Acquisition	\$1,330,000
Railroad and Utilities	\$1,410,000
Construction w/ 10% Contingency & Inspections	\$25,170,000
NCDOT Management Fees (est.)	\$630,000
Total	\$30,070,000
Federal Reimbursement	\$12,500,000
Remaining Cost to Apex*	\$17,570,000

*Pending additional funding from CAMPO and reallocated NCDOT resurfacing funds for Old US 1 within project limits; both can reduce Apex final obligation

1 [NB1 - SLIDE 11]

Bid Summary Results					
<ul style="list-style-type: none"> Bid Advertisement: June 3, 2024 Bid Opening Date: July 25, 2024 7 bids received 					
COMPANY	BASE BID	BASE/ENG EST	ALTERNATE BID	ALT/ENG EST	DBE (10%)
S. T. WOOTEN CORPORATION	\$ 21,419,463.12	-15%	\$ 21,254,463.12	-16%	10.02%
BLYTHE CONSTRUCTION	\$ 22,464,726.97	-11%	\$ 22,326,226.97	-11%	10.34%
FRED SMITH COMPANY	\$ 23,235,953.40	-8%	\$ 22,886,453.40	-9%	10.00%
CONTI CIVIL	\$ 24,957,442.00	-1%	\$ 24,957,442.00	-1%	10.05%
ENGINEER'S ESTIMATE	\$ 25,182,351.88		\$ 25,182,351.88		
CROWDER CONSTRUCTION	\$ 27,144,240.84	8%	\$ 26,876,040.84	7%	10.00%
BRANCH CIVIL	\$ 27,850,000.00	11%	\$ 27,130,000.00	8%	10.00%
THALLE CONSTRUCTION	\$ 38,121,269.50	51%	\$ 37,671,269.50	50%	10.00%

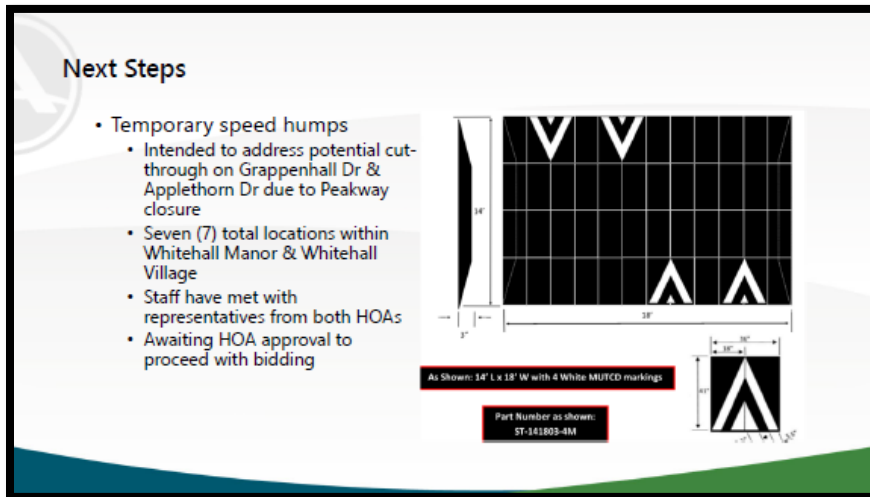
2 [NB1 - SLIDE 12]
3

Recommendation	
<ul style="list-style-type: none"> Award Alternate bid to S. T. Wooten Corporation in the amount of \$21,254,463.12 (contingent on NCDOT concurrence) and authorize Town Manager to execute contract. 	

4 [NB1 - SLIDE 13]
5

Next Steps	
<ul style="list-style-type: none"> Town to submit Award Concurrence Request to NCDOT Town Manager to execute contract with contractor (4-6 weeks) Request \$802,000 from CAMPO in additional federal funds <ul style="list-style-type: none"> Requires 50% matching local funds (supplemental agreement) Budget adjustment with RK&K for adding utility relocation coordination services pending NCDOT approval (amount included in previous summary) Construction Schedule <ul style="list-style-type: none"> 3-year construction schedule Tentative Notice to Proceed – October 1, 2024 Tentative Completion – September 30, 2027 	

1 [NB1 - SLIDE 14]



2
3 [NB1 - SLIDE 15]



4
5 [NB1 - SLIDE 16]



6

1 [NB1 - SLIDE 17]



2 **Mayor Gilbert** thanked Mr. Dalton and Mr. Stephenson.

3 **Mayor Gilbert** asked about the potential construction noise and nighttime work.

4 **Mr. Stephenson** said that is to be determined and they would coordinate with the
5 contractor to find out what they propose.

6 **Councilmember Mahaffey** asked if South Salem would be open.

7 **Mr. Stephenson** said it would remain open during the day.

8 **Councilmember Mahaffey** said that the Apex Peakway would be closed off at some
9 point but South Salem itself would be accessible. He asked if South Salem would be closed
10 overnight.

11 **Mr. Stephenson** said that there were lane closure restrictions during peak hour but
12 that South Salem would remain open. He said he did not think it would be a need to close
13 South Salem during the project.

14 **Councilmember Zegerman** said that he would like to be proactive with any traffic
15 issues before traffic gets heavy.

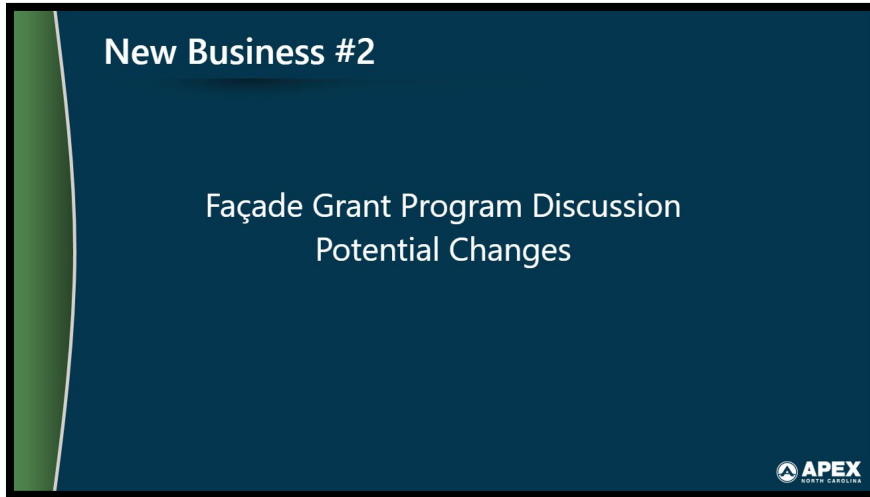
16 A **motion** was made by **Councilmember Mahaffey** seconded by **Councilmember**
17 **Killingsworth** to approve the Construction Contract Award for the Alternative Bid to S. T.
18 Wooten Corporation for the Apex Peakway Southwest Connector.

19 **VOTE: UNANIMOUS (4-0), with Councilmember Gantt absent**

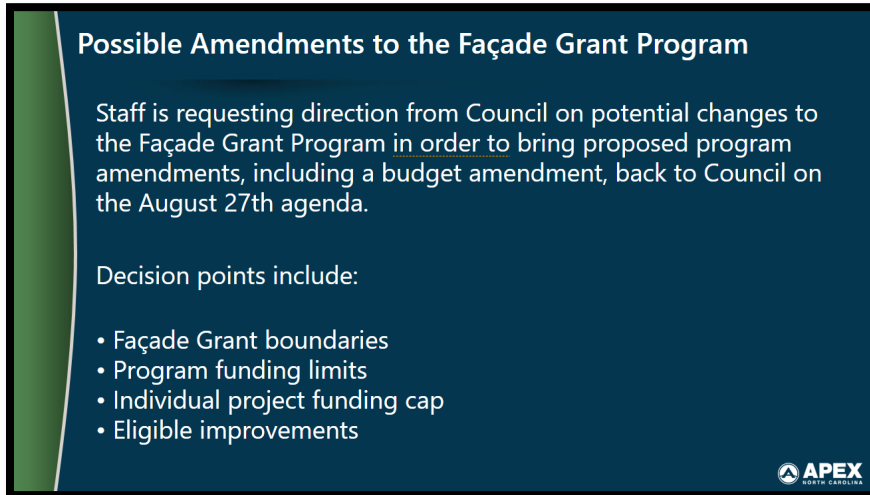
20
21
22 **NB2 Façade Grant Program Discussion - Potential Changes**

23 **Dianne Khin**, Planning Director, gave the following presentation:

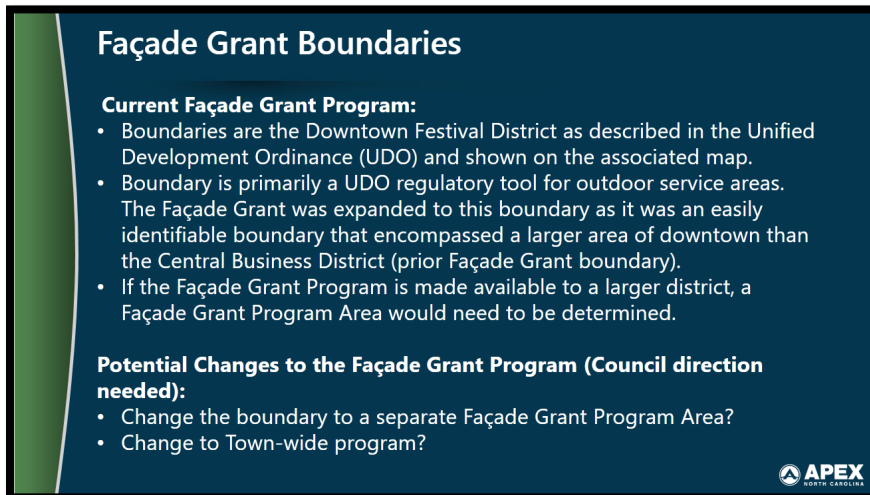
1 [SLIDE 1]



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3 [SLIDE 2]

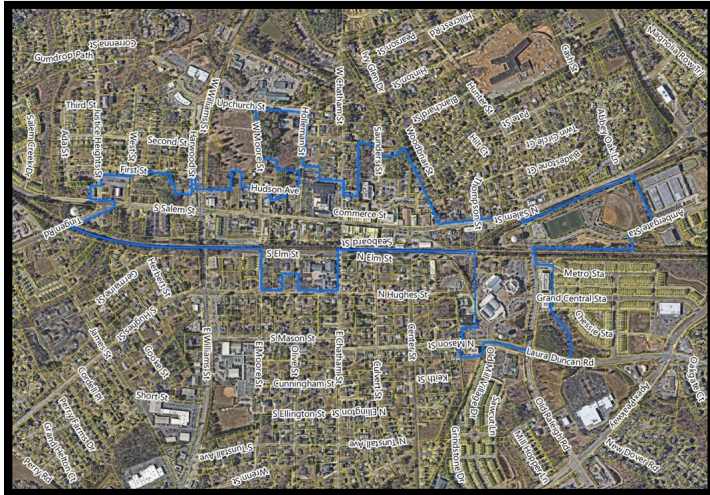


4
5 [SLIDE 3]



6

1 [SLIDE 4]



2
3 [SLIDE 5]


Program Funding Limits

Current Façade Grant Program:

- Staff approval
- First-come, first-served
- \$20,000 total budget

Potential Changes to the Façade Grant Program (Council direction needed):

- Possible approval by Planning Board or Town Council?
- Keep approval process first-come, first-served?
- Authorize higher total program budget?



4
5 [SLIDE 6]

Individual Project Funding Cap - formula changes


Current Façade Grant Program:

The Façade Grant provides up to 50% of the cost of the exterior rehabilitation based on the following:

- Tier 1** - up to a maximum of \$2,000.00 per façade for paint and awnings, or 50% of the cost, whichever is less.
- Tier 2** - up to a maximum of \$5,000.00 per façade for structural improvements including window replacement, brick repair and repointing, door replacement, ADA accessible entrance improvements, and similar structural repairs or replacement, or 50% of the cost, whichever is less.
- Applicants can submit for one Tier 1 grant and one Tier 2 grant within the same fiscal year; if both are granted, no one property can receive more than \$7,000 in one year.
- No more than \$10,000 can be issued to any one property within any 36 month period.
- Total grants issued per fiscal year shall not exceed the amount budgeted for that given year.

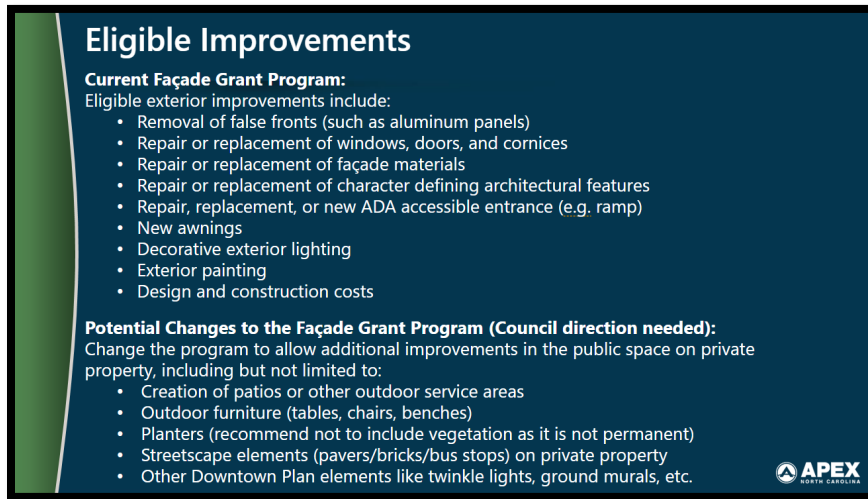
Potential Changes to the Façade Grant Program (Council direction needed):

- Change the formula to be a percentage based on investment with a higher overall cap per project?
- Should investment considered in the cap represent just the exterior improvements or total cost invested in business?



6

[SLIDE 7]



Mayor Gilbert asked if there were any questions or discussions.

Mayor Pro Tempore Gray said that he would like a little more time and to get a little more information.

Councilmember Killingsworth agreed.

Councilmember Zegerman agreed.

Mayor Pro Tempore Gray thanked Director Khin for bringing this before the Council.

Mayor Gilbert asked Town Manager Vosburg about establishing a timeline to bring this back to Council.

Town Manager Vosburg said that he would like to bring this back to the next Council meeting.

Director Khin said that she did not think this timeline would work and suggested to have it on the September 17th Work Session.

Mayor Gilbert said that the September 17th Work Session would be fine.

Councilmember Killingsworth said she loved the idea of expanding the area of this program.

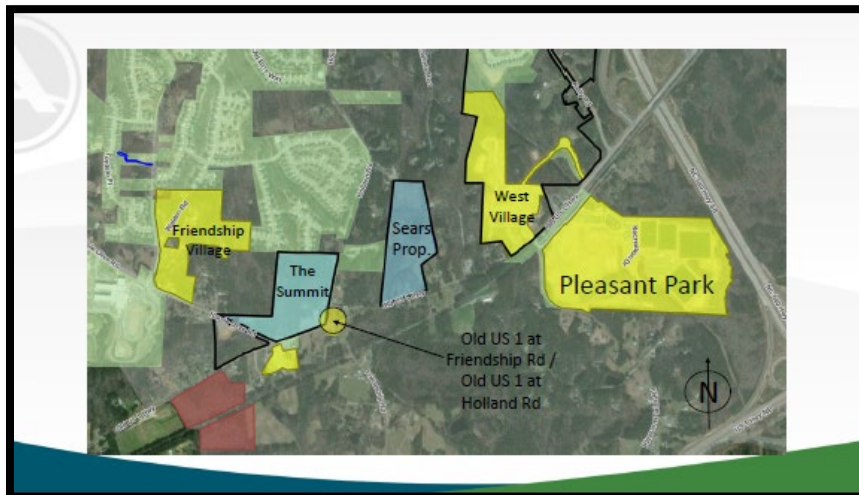
NB3 Old US Highway 1 at Friendship Road and Holland Road Improvements

Russell Dalton, Traffic Engineering Manager, Transportation and Infrastructure Development Department gave the following presentation:

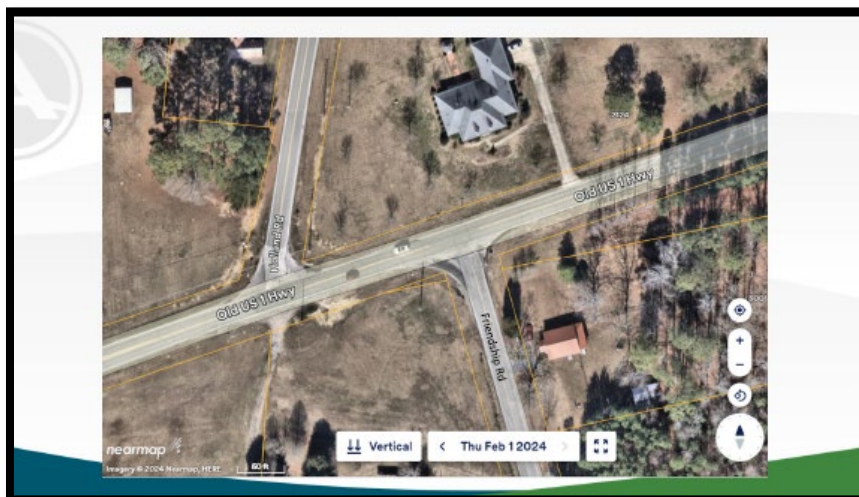
1 [NB3 - SLIDE 1]



2
3 [NB3 - SLIDE 2]



4
5 [NB3 - SLIDE 3]



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1 **[NB3 - SLIDE 4]**

Pleasant Park

- Site Plan Committed Improvements for Friendship Rd
 - Construct 150' westbound left turn lane
 - Construct 100' northbound left turn lane
 - Phased to opening of ballfields (Phase 3A)- end of 2026



2
3 **[NB3 - SLIDE 5]**

The Summit PUD

- Zoning Condition for Friendship Rd
 - Lengthen northbound left turn lane +50'; assumed prior construction*
- Zoning Conditions for Holland Rd
 - Construct 75' eastbound left turn lane
 - Construct 350' southbound right turn lane
 - Install traffic signal when warranted, or if not warranted by 100th platted lot pay fee-in-lieu
- Additional Commitment to NCDOT for Holland Rd
 - Construct 100' westbound right turn lane

*Roadway plans for The Summit Residential Phase (Beazer Homes) include the northbound and westbound left turn lanes at Friendship Rd to be constructed subject to funding agreement with Town of Apex

4
5 **[NB3 - SLIDE 6]**

Friendship Road Traffic Signal

- Fall 2023: Apex study showed a signal is warranted
- Spring 2024: NCDOT agreed to permit a signal
 - Signalizing Friendship Rd requires signalizing Holland Rd together due to close spacing
 - There are no developer commitments for a traffic signal at Friendship Rd

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1 [NB3 - SLIDE 7]



2 [NB3 - SLIDE 8]

Holly Springs Fee in Lieu

- Spring 2024
- Friendship Innovation Park zoning condition for \$133,000 fee in lieu toward roadway improvements at Friendship Rd
- Goodwin (Yield North) Phase 1 zoning condition for \$9,220 fee in lieu toward roadway improvements and \$8,033 toward a traffic signal at Friendship Rd
- Apex staff have discussed possible agreement with Holly Springs staff to transfer payment toward completing turn lane improvements & traffic signal

4 [NB3 - SLIDE 9]

Intersection	Improvements	Total Cost	Estimated Funding Breakdown		
			Beazer Homes	Apex	Holly Springs
Old US 1 / Holland Rd	Old US 1 EB LT + WB RT + Holland Rd SB RT	Unknown	100%	\$0	\$0
	Holland Rd Traffic signal	\$150,000	\$0	\$150,000	\$0
Old US 1 / Friendship Rd	Old US 1 WB Left Turn Lane	\$278,000	\$167,000	\$39,890	\$71,110
	Friendship Rd NB LT	\$230,000	\$152,000	\$6,890	\$71,110
	Friendship Rd Traffic signal	\$150,000	\$0	\$141,967	\$8,033
		\$808,000	\$319,000	\$338,747	\$150,253
		Est. Cost Share (%):	39.5%	41.9%	18.6%

6

1 **Councilmember Zegerman** asked for clarity of the turn lane going onto Friendship
2 Road.

3 **Mr. Dalton** said that going into Friendship Road would be a westbound left turn lane
4 and the northbound left turn lane.

5 **Councilmember Mahaffey** asked about conversations about Holly Springs and
6 funding for the improvements.

7 **Mr. Dalton** said that there had been discussions with Holly Springs, and they were
8 open.

9 **Town Manager Vosburg** said that he had a conversation recently with Mr. Harrington,
10 Holly Springs Town Manager, and that everyone seems to be onboard.

11 **Councilmember Mahaffey** confirmed that included the developed in Holly Springs.

12 **Town Manager Vosburg** confirmed.

13 **Councilmember Mahaffey** asked what is the projected dates for the project
14 beginning and when could he expect to see the traffic signal.

15 **Mr. Dalton** said that the construction should start this fall and roadway improvements
16 should happen next year.

17 **Councilmember Mahaffey** asked what a realistic timeline would be to have a traffic
18 signal.

19 **Mr. Dalton** said that likely the end of 2025 or beginning of 2026. He explained that
20 there were a lot of variables in terms of installation which could affect the timing.

21 **Chair Mason** asked if there was any assistance needed with NCDOT from Apex.

22 **Mr. Dalton** said no. He said that NCDOT has agreed to permit the traffic signal and as
23 soon as funding was available that they would enter into a design agreement.

24 **Councilmember Mahaffey** asked what the next steps were to proceed with this
25 project.

26 **Mr. Dalton** said that there was a Developer Agreement that would need to be
27 executed.

28 **Councilmember Mahaffey** asked if the realignment at Holland Road would be safer,
29 faster, or cheaper.

30 **Mr. Dalton** said it was not faster or cheaper to realign the roads. He said it was the
31 involvement of properties that were not involved in the development plans so there are
32 significant impacts. He said that realignment could end up incurring significant costs.

33 **Councilmember Zegerman** asked if the signalization is not 100% dependent on the
34 turn lanes being there. He asked if the Town could do both projects.

35 **Mr. Dalton** said that they could design the traffic signal concurrent with the turn lanes.

36 **Councilmember Mahaffey** asked where they were with the easements with this
37 project.

38 **Mr. Dalton** said that it is his understanding that the developer had not had any issues
39 with acquiring any of the easements, but they don't know if there will be additional
40 easements necessary until they get deeper into the planning process.

41 **Councilmember Zegerman** asked if something could be done intermittently with the

signals for the existing roadways while the turning lanes are being built.

Mr. Dalton said that since there was not a signal agreement and design that there would not have a signal design ready.

Councilmember Zegerman said he was just trying to have some relief for the residents in the meantime.

Mr. Dalton said that doing something like that would run into other capacity issues because of the turning traffic and may cause more congestion on Friendship Road and Old US 1 if it is signalized without turn lanes being in place.

Mayor Gilbert asked if there were any other questions.

Mayor Pro Tempore Gray said that he did not see any reason to wait to do this project and is in favor.

Council consensus was for staff to continue with this project.

Mayor Gilbert thanked all of the community members who have presented information and spoke at Holly Springs during their public meetings making sure that this stayed as a priority. He asked Mr. Dalton to keep them updated so that Council could let the residents know.

[UPDATES BY TOWN MANAGER]

TM1 Police Chief Recruitment Process Overview

Town Manager Vosburg said that the Town had started the recruitment process for a new Police Chief. He invited up the consultant, Mr. Charles Kimble to talk about the process.

Mr. Kimble introduced himself as the Sr. Vice President for Executive Recruiting for Strategic Government Resources, referred to as SGR in the Field. He said that he had met with Senior Staff and talked about the timelines and the process. He said that he would be meeting with the Police staff and the Community. He said that he would provide a brochure that would go out throughout the country. He said that he would reach approximately 40,000 people with other resources such as LinkedIn. He said that he is on a 10-to-12-week timeline. He said that he anticipated about 60 to 70 applications and explained the process to get the semi-finalists with generally having 5 finalists. He would work with the Town Manager on what that will look like. He went through the assessments and the process of identifying the finalist.

Mayor Pro Tempore Gray asked about looking at internal candidates.

Mr. Kimble said that he would be looking for the best fit for the organization and if it is an internal candidate that is an added bonus.

Mayor Gilbert thanked Mr. Kimble for the update.

[CLOSED SESSION]

A **motion** was made by **Councilmember Zegerman**, seconded by **Councilmember Mahaffey** to enter into Closed session pursuant to NCGS § 143-318.11(a)(1), NCGS § 143-318.11(a)(3), and NCGS § 143-318.11(a)(5).

VOTE: UNANIMOUS (4-0), with Councilmember Gantt absent

Council entered into Closed Session at **7:56 PM.**

CS1 Steve Adams, Utilities Acquisition and Real Estate 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 Laurie Hohe, Town Attorney

RE: Williams v. Town of Apex

NCGS § 143-318.11(a)(3)

"To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body."

CS3 Allen Coleman, Town Clerk

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."

[ADJOURNMENT]

Council returned to Open Session at **8:41 PM.**

Mayor Gilbert adjourned the meeting at **8:41 PM.**

Jacques K. Gilbert
Mayor

Allen Coleman, CMC, NCCCC
Town Clerk to the Apex Town Council

Submitted for approval by Town Clerk Allen Coleman and approved on _____.

DRAFT MINUTES

TOWN OF APEX TOWN COUNCIL WORK SESSION TUESDAY, AUGUST 20, 2024 3:30 P.M.

The Apex Town Council met for a work session on Tuesday, August 20, 2024 at 3:30 p.m. at the Apex Town Hall located at 73 Hunter Street in Apex North Carolina.

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=QVZ4bTiAdio>

[ATTENDANCE]

Elected Body

Mayor Jacques K. Gilbert (presiding)

Mayor Pro-Tempore Ed Gray

Councilmember Brett Gantt (*attended virtually*)

Councilmember Arno Zegerman

Councilmember Audra Killingsworth

Absent: Councilmember Terry Mahaffey

Town Staff

Town Manager Randy Vosburg

Deputy Town Manager Shawn Purvis

Assistant Town Manager Demetria John

Assistant Town Manager Marty Stone

Town Attorney Laurie Hohe

Town Clerk Allen Coleman

Director Antwan Morrison

Director of Transportation and Infrastructure Chris Johnson

Transportation Engineering Manager Adam Stephenson

All other staff members will be identified appropriately below.

[COMMENCEMENT]

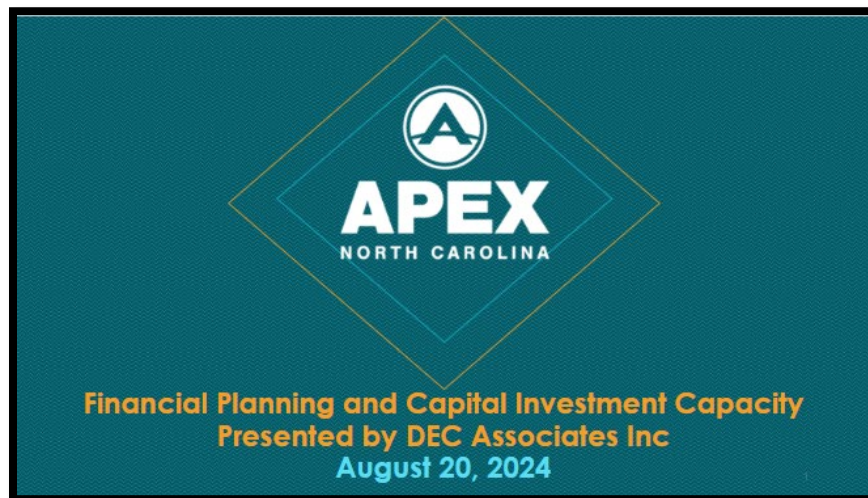
Mayor Gilbert called the meeting to order at 4:36 p.m., welcomed everyone, and led everyone in the pledge of allegiance.

[FINANCIAL ADVISORY INTRODUCTION AND DEBT FINANCING PRESENTATION]

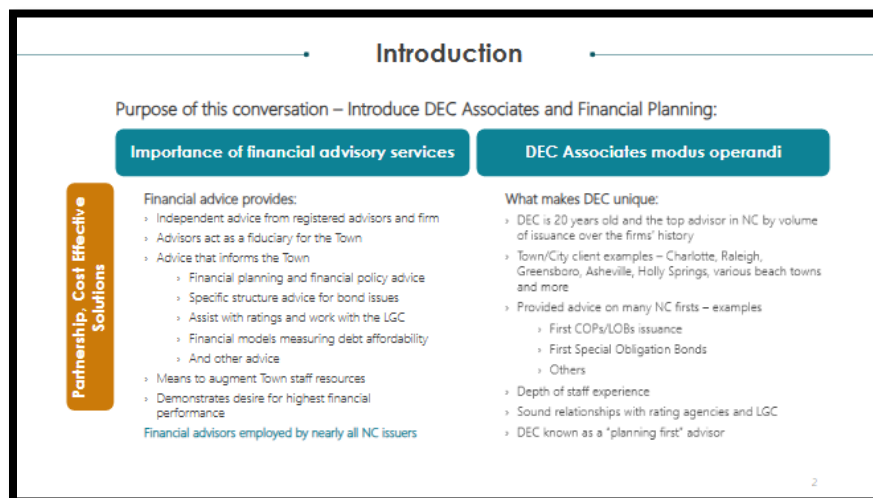
Mayor Gilbert introduced **Antwan Morrison**, Finance Director introduced the DEC Associates and Financing Emerging Concepts, the financial advisors for Apex and their team; Douglas Carter, President, Andrew Carter, Director and Jeremy Carter, Managing Director.

Mr. Jeremy Carter began the presentation.

[SLIDE 1]



[SLIDE 2]



Councilmember Zegerman asked to define PayGO.
Mr. Jeremy Carter said it was “pay as you go.”

1 **[SLIDE 3]**

Introduction

Purpose of this conversation – resource and capital affordability planning:

Importance of financial planning

Introduce, define, review

Planning provides:

- › Roadmap/evaluate current/future plans and policies
- › Achievement objectives – revenues and costs
- › Measuring – capital plan
 - › Plan funding – debt and other sources
 - › Greater financing alternatives
- › Tool to match needs/priorities – revenues and costs
- › Annual review – can change as needed
- › Stronger financial standing

Sound planning essential to lowest cost of services

Town's financial planning history

Increased use of planning tools:

- › Annual CIP budget
- › Use of financial policies
- › Issuance of debt only as necessary
- › Created capital reserves
- › Financial planning to meet growth and other needs
- › Triple A credit ratings
- › Others

Apex sound planner – Future – Moving to next level

3

2
3 **[SLIDE 4]**

Introduction

Apex is moving positively in capital and debt planning:

Capital Improvement Plan (CIP)

Key Takeaways

Expanding the use of the CIP:

- › Capital Improvement Plan – general government and water and sewer/electric utility
- › Set aside resources for capital
 - › Capital reserves
 - › Specifically dedicated resources for debt/paygo
 - › Allocation in utilities – operating/capital
 - › Pay-as-you-go
- › Keeping flexibility to meet future needs/growth

Debt affordability

Defining affordability elements:

- › Debt and other policies must undergird the CIP
- › Use of both General Obligation (G.O.) bonds and Limited Obligation Bonds (LOBs) and Revenue Bonds
- › Meeting high quality credit criteria
- › Using appropriate means to fund the needs
- › Expanding/refining debt affordability model(s)
- › Debt structuring to meet resources
- › Continue to evaluate refunding opportunities

Town has a lot to be proud of. _____

4

4 **Councilmember Zegerman** asked about primary objectives.

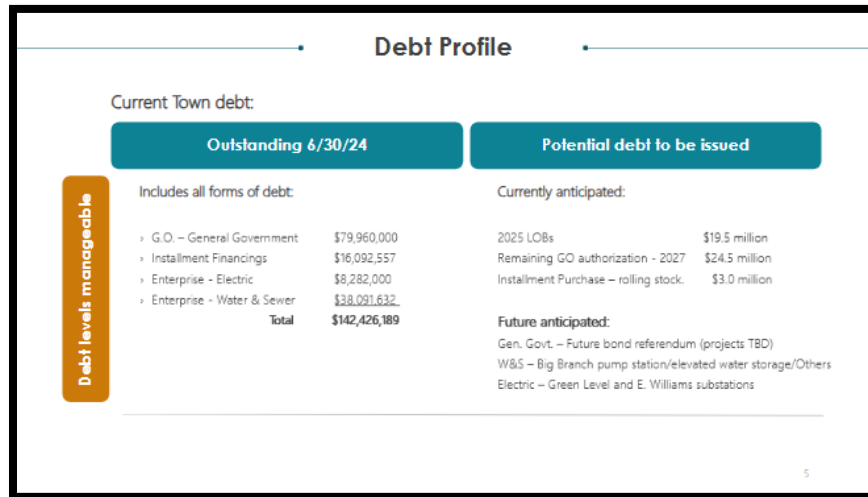
5 **Mr. Jeremy Carter** said that would be addressed in later slides.

6 **Councilmember Zegerman** asked why Parks and Recreation weren't included in the
7 Capital Improvements plan.

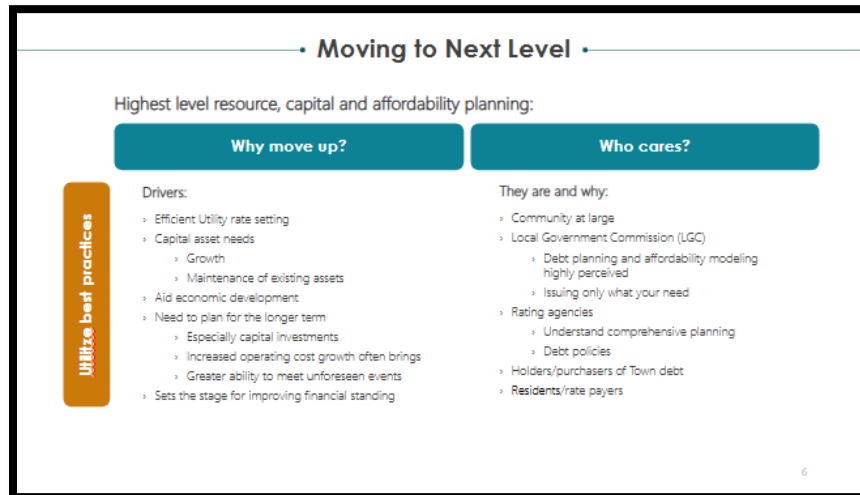
8 **Mr. Jeremy Carter** said that would be covered in General.

9 **Mr. Douglas Carter** began the next portion of the presentation.

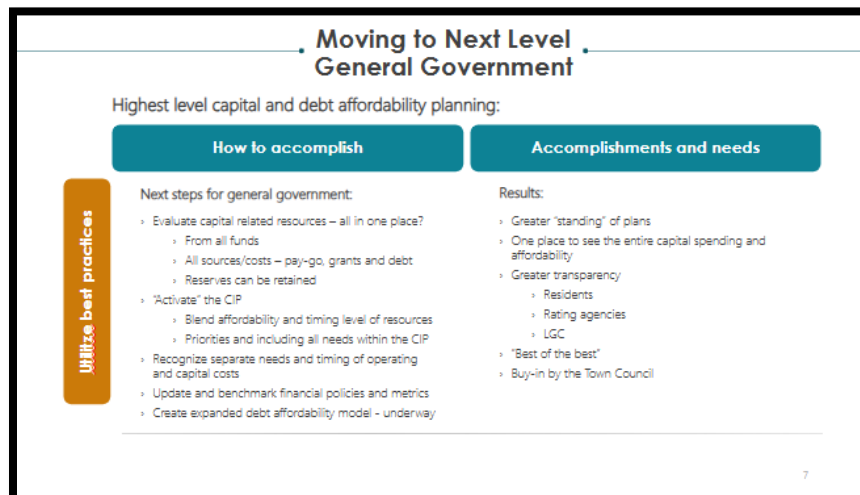
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3 [SLIDE 6]

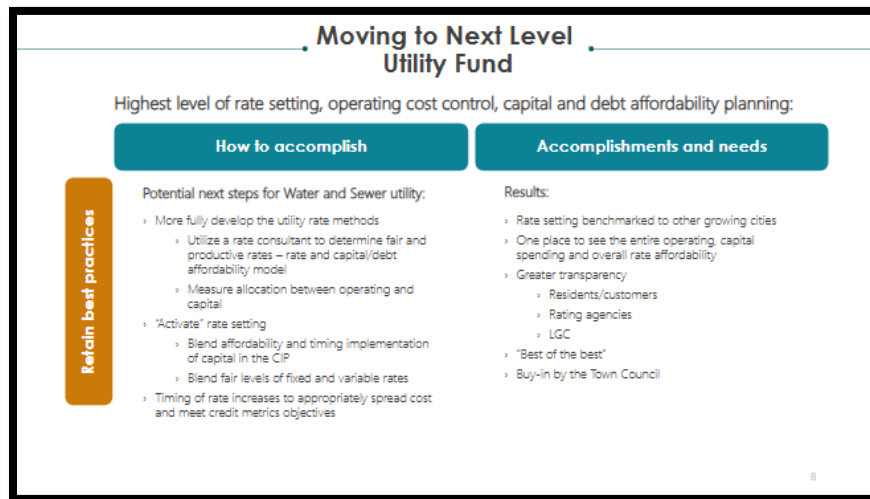


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5 [SLIDE 7]



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1 [SLIDE 8]



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3 **Councilmember Zegerman** asked why water and sewer were being mentioned and
4 there were no other utilities were being looked at.

5 **Mr. Douglas Carter** said that that was what they really had time to look at thoroughly,
6 as not as many municipalities do electric utilities.

7 **Councilmember Zegerman** said that there were challenges with rate collections and
8 the ElectriCities contract rate spikes.

9 **Director Morrison** said that they are looking at the water and sewer because of the
10 upcoming debt needs.

11 **Councilmember Zegerman** asked if usage was the only thing that was looked at.

12 **Mr. Douglas Carter** said other things were looked at such as fees, and there was a lot
13 of litigiousness regarding those rates. He said there would be lots on time with the rate
14 consultant.

15 **Councilmember Zegerman** asked was there was an analysis of sewer and developer
16 rates last year. He asked if this was a reassessment of the plan from last year.

17 **Assistant Town Manager Stone** said this was not redoing the Capital reimbursement
18 fees. He said that was done every 5 years.

19 **Councilmember Killingsworth** said that it was a discussion during a presentation to
20 the Council in preparation of projects.

21 **Councilmember Zegerman** said planning for the future was about building the
22 reserve.

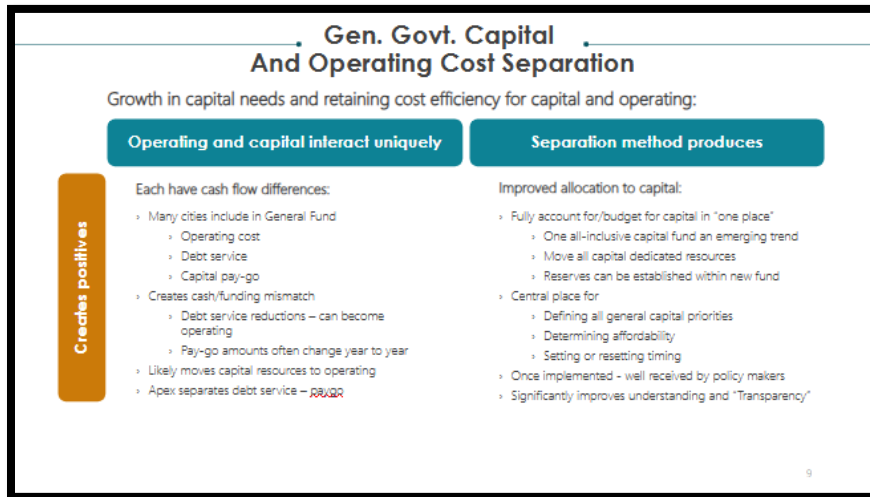
23 **Director Morrison** said that’s where the affordability planning comes in.

24 **Assistant Town Manager Stone** explained how sometimes the projects in the Capital
25 Plan are better to wait on in terms of how they affect Capital Reimbursement Fees.

26 **Councilmember Zegerman** said those are just one piece of the puzzle, and they still
27 need to plan ahead.

28 **Mr. Douglas Carter** said Capital Reimbursement Fees are also highly controlled by
29 the legislature, and they have to be very careful about watching different types of fees over
30 time and how they change.

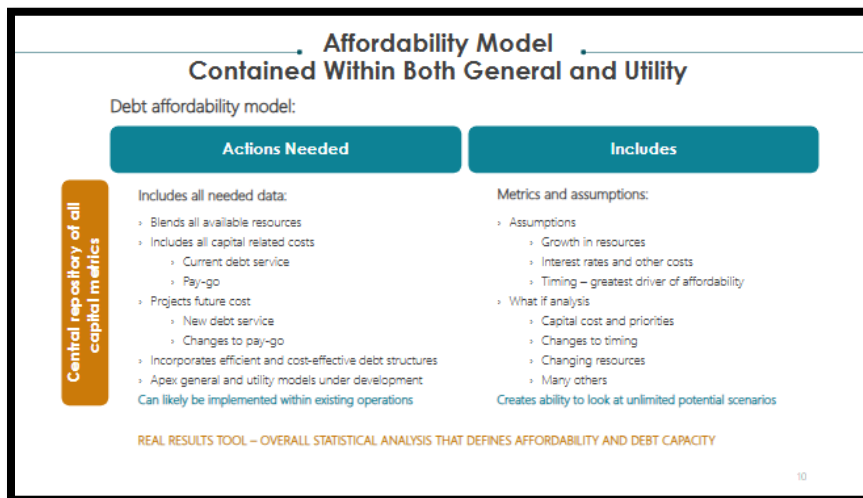
1 **[SLIDE 9]**



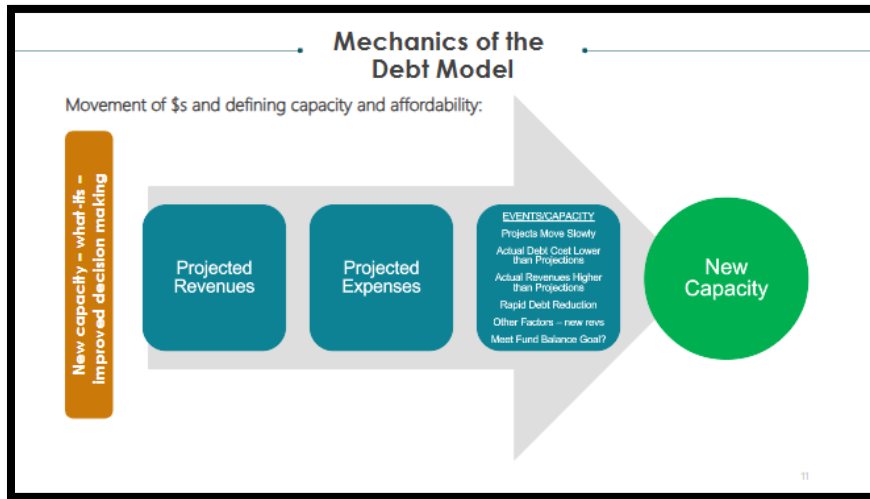
2 **Councilmember Zegerman** asked about the utility funds being self-funded.

3 **Mr. Douglas Carter** said that the enterprises would not be in the General funds,
4 Enterprise funds have to be separate. He said General Funds could be more flexible based on
5 State Law as well.
6

7 **[SLIDE 10]**



1 **[SLIDE 11]**



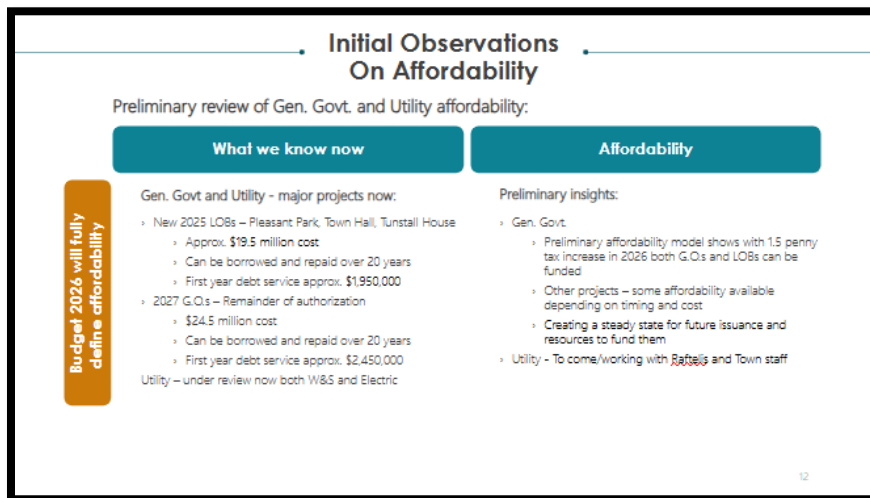
2 **Councilmember Zegerman** asked where policy comes into play for this plan.

3 **Mr. Andrew Carter** said the policies will guide what the guardrails will be on the
4 models. He explained how the model would help calculate what may be going on in future
5 years. He said there could be adjustments to current policies.

6 **Councilmember Zegerman** wondered if they were restricting themselves a little too
7 much considering the growth, and if they had more wiggle room on what they could do while
8 maintaining their rating.

9 **Mr. Andrew Carter** said that would be part of the more in-depth conversations they
10 would have.

11 **[SLIDE 12]**



13 **Councilmember Zegerman** asked about putting all Capital expenditures and debt
14 service payments in one bucket.

15 **Mr. Andrew Carter** said they referred to it as General Government for most
16 expenditures.

Mr. Douglas Carter said in future discussions they would refer to the “steady state”, which refers to planning ahead based on the revenues they know they will generate in the future.

[SLIDE 13]

FINALLY
The Summary

What have we learned: Moving to the next level of affordability planning improves many things and Apex is on the way.

	Town Accomplishments Thus Far	Potential Next Steps
Summary Takeaways	Gen. Govt and Utility – both have pluses: <ul style="list-style-type: none">› Strong growth and numerous community investments› High credit ratings› Use of financial policies› Use of multi-year CIP› Establishment of various capital reserves› Sound financial position – Gen. Govt. and Utility› Funding for future capital needs beyond current projects likely will require additional resources› Others	Moving to highest level of best practices: <ul style="list-style-type: none">› Implementation of Gen. Govt. Community Investment Fund?› Develop and maintain debt affordability model(s)› Expand financial policies to include affordability elements› W&S rate and affordability consultant recommendations› Plan for efficient and timely use of future debt capacity› Continue to manage to highest credit rating standards› Manage future population growth capital needs efficiently› Maintain fair and adequate utility rates to meet growth› Others

BOTTOM LINE - GREATER TRANSPARENCY AND MEANS TO DEFINE AND JUSTIFY COST EFFICIENT CAPITAL INVESTMENT

13

Councilmember Zegerman asked what the timelines and the next steps for a follow-up conversation were.

Mr. Douglas Carter said they need to discuss Council’s views and meet with staff again, and they can fit in however Apex staff wants them to.

Councilmember Zegerman asked staff and colleagues how they wanted to work on this.

Mayor Gilbert said this should probably be another meeting, since Councilmember Mahaffey was not here.

Mayor Pro Tempore Gray said a lot of the conversation would be about the adjustments that could be made and the variables that could come up for projects and funding.

Town Manager Vosburg said they could potentially do it in the Fall Retreat.

Mayor Pro Tempore Gray asked to ensure this was part of the larger planning.

Deputy Town Manager Purvis said that it would be. He said there have been other conversations about the policies that can be utilized, and see where certain projects can fit.

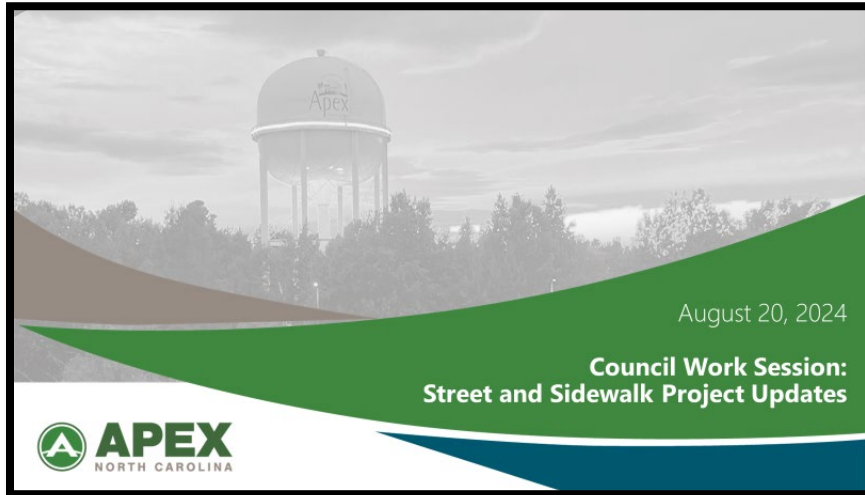
Mr. Douglas Carter said it was a process, and it is constantly changing as things change.

Mayor Gilbert said there would be a break at 5:40 p.m.

[STREET AND SIDEWALK DESIGN UPDATES]

Chris Johnson, Transportation and Infrastructure Director, gave an overview on Street and Sidewalk Design updates. He introduced Adam Stephenson, Transportation Engineering Manager, and said he would be presenting as well.

[SLIDE 1]



[SLIDE 2]



1 **[SLIDE 3]**

Capital Improvement Plan (CIP)

FY23-24

- Justice Heights St Extension

FY24-25

- Apex Peakway North Widening
- Safe Routes to School
 - Hughes St Sidewalk
 - Mason St Sidewalk

FY25-26

- Jones St Improvements

Transportation	FY24-25	FY25-26	FY26-27
Annual Pavement Management	4,000,000	3,625,000	3,750,000
Annual Miscellaneous Road & Sidewalk Improvements	450,000	300,000	300,000
Annual GoApex Transit Improvements	200,000	200,000	200,000
Apex Parkway North Widening	900,000	1,200,000	3,650,000
Center Street Railroad Crossing Improvements	150,000	50,000	800,000
Chatham Street Railroad Crossing Improvements	150,000	50,000	800,000
Felton Grove High School Improvements Cost Share	300,000	-	-
GoApex Transit Program	100,000	690,000	-
Jessie Drive Phase 1	1,500,000	4,350,000	-
Old US 1 at Friendship Road Improvements Cost Share	200,000	-	-
Olive Chapel Rd at Apex Barbecue Road Improvements	450,000	550,000	1,800,000
Safe Routes to School	5,000,000	1,642,330	1,207,160
South Salem Street Bicycle Connection	740,000	890,000	2,970,000
Technology Drive Enhancements Cost Share (HL-0007)	300,000	-	-
Vision Zero - Intersection Upgrades	150,000	850,000	850,000
Wayfinding Signage Fabrication & Installation	400,000	500,000	500,000
West Williams Street Sidewalk	150,000	50,000	750,000
Apex Peakway Southwest Landscaping	-	75,000	250,000
GPS Emergency Vehicle Preemption	-	205,000	220,000
Jones Street Improvements	-	300,000	-
Pavement Management Backlog	-	5,000,000	-
S-line Mobility Hub	-	460,000	-
Salem Street Downtown Streetscape, Gathering Space, & Alleys	-	2,350,000	2,765,000
Center Street and Chatham Street Sidewalk Phase 2	-	-	260,000
Jessie Drive Phase 2	-	-	2,330,000

2

3 **[SLIDE 4]**

Safe Routes to School

- Identification of needs
 - Principal meetings ~ two years
 - Apex PD insights
 - Resident requests
 - Prioritization database
- Current Projects:
 - Hughes St (E Chatham St to Community Center)
 - Mason St (E Moore St to E Chatham St)
 - Public Open House held on February 14th

Legend

- School
- Safe Routes to School Need
- Recently Completed Pedestrian Project
- Existing Sidewalk
- Apex Planning Area
- Project Sites

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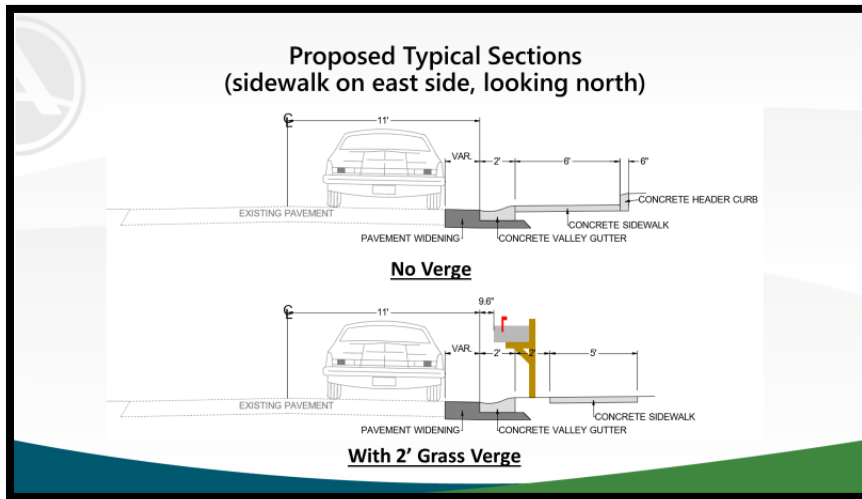
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[SLIDE 5]



Councilmember Killingsworth asked about stormwater.

Director Johnson said that some of the areas don't have a ditch so it would be just changing into curb and gutter.

Mr. Stephenson said that this was a big improvement on frontages where they are inundated with drainage currently.

[SLIDE 6]



Councilmember Zegerman asked if both concepts were being implemented.

Manager Stephenson said yes, around 50-50 based on current plans.

[SLIDE 7]



Councilmember Gantt asked how this would interact with the gate at the senior center.

Mr. Stephenson said the gate crosses the road.

Director Johnson said it would be up to Council if the gate would stay open, but pedestrians would still have access to the sidewalk there either way.

Councilmember Gantt said he was in favor of having the gate open, and he thinks Council should discuss that.

Mayor Gilbert asked if there have been any responses from the Community members.

Director Johnson said there had been mixed opinions from the Community.

Mr. Stephenson said that there was one resident on that block had concerns about truck traffic.

Councilmember Zegerman asked about the crosswalk on Hughes and Center Street.

Mr. Stephenson said that they would not plan to mark a crosswalk on Center Street. He said the Safety Engineer did a study, and it was not warranted at this time.

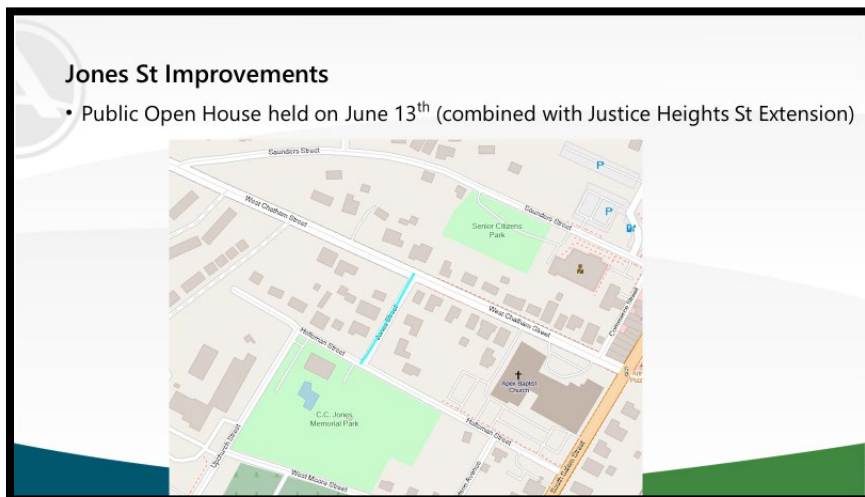
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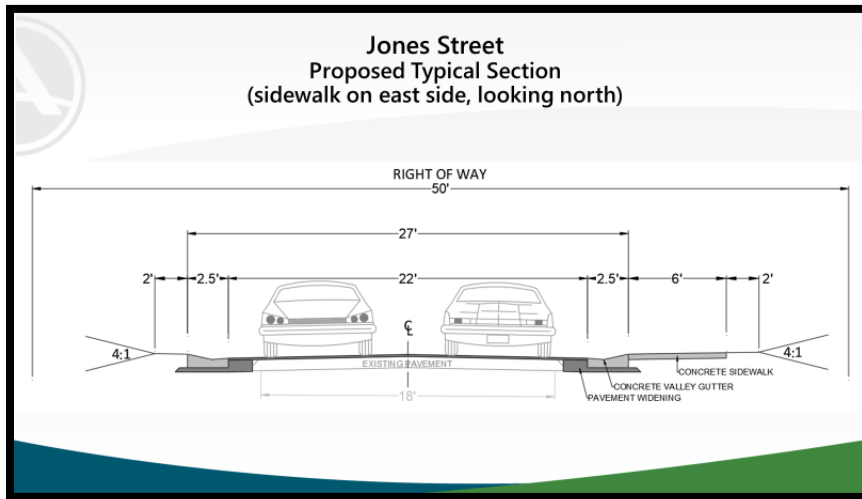


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5 [SLIDE 10]



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1 **[SLIDE 11]**

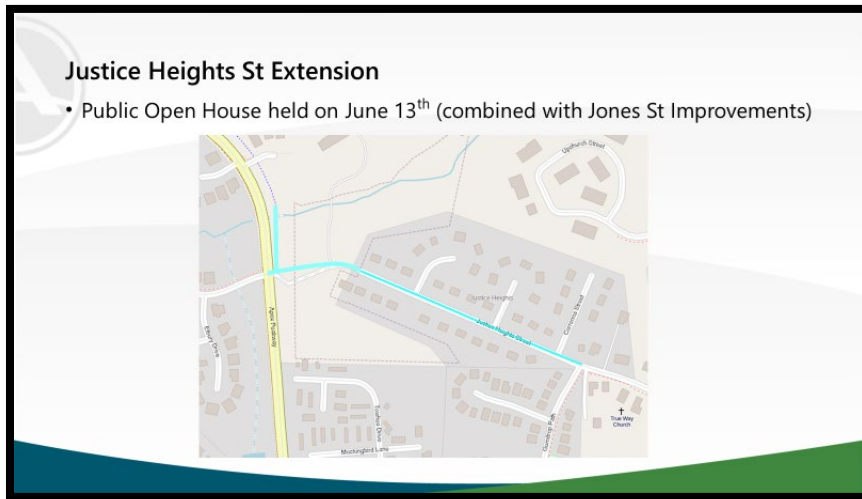


2
3 **[SLIDE 12]**

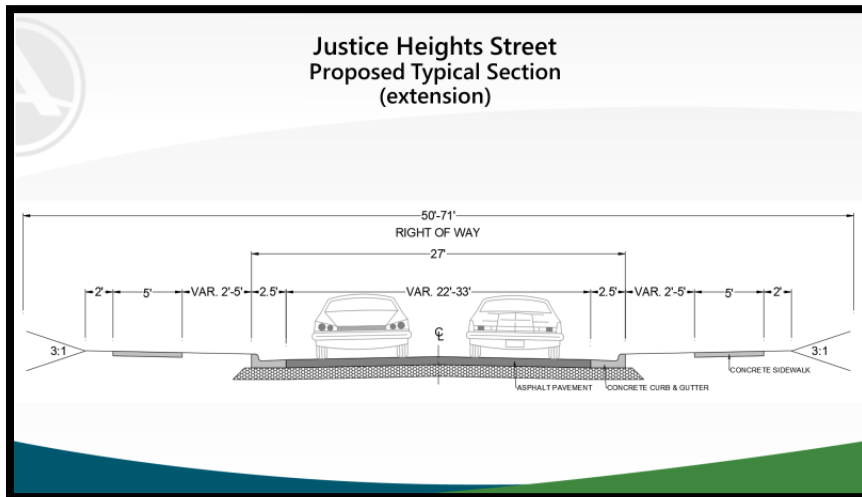


4
5 **Councilmember Killingsworth** asked if it was just the sidewalks on Jones Street.
6 **Manager Stephenson** said that was correct and it was the east side only.

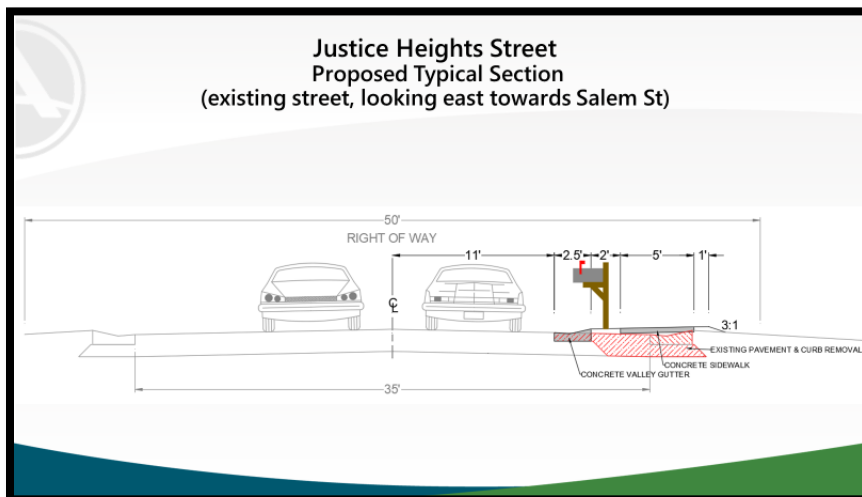
1 **[SLIDE 13]**



2
3 **[SLIDE 14]**



4
5 **[SLIDE 15]**



6

1 **[SLIDE 16]**



2
3 **Councilmember Zegerman** asked if they were talking about the entire length of
4 Justice Hight's Street.
5 **Mr. Stephenson** said it was to Gumdrops Path.

7 **[SLIDE 17]**

Current Schedules

	2024		2025				2026	
	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
N. Hughes Street Sidewalk	DESIGN		RIGHT OF WAY		CONSTRUCTION			
S. Mason Street Sidewalk	DESIGN		RIGHT OF WAY		CONSTRUCTION			
Jones Street Widening	DESIGN		RIGHT OF WAY		CONSTRUCTION			
Justice Heights Extension	DESIGN		RIGHT OF WAY		CONSTRUCTION			

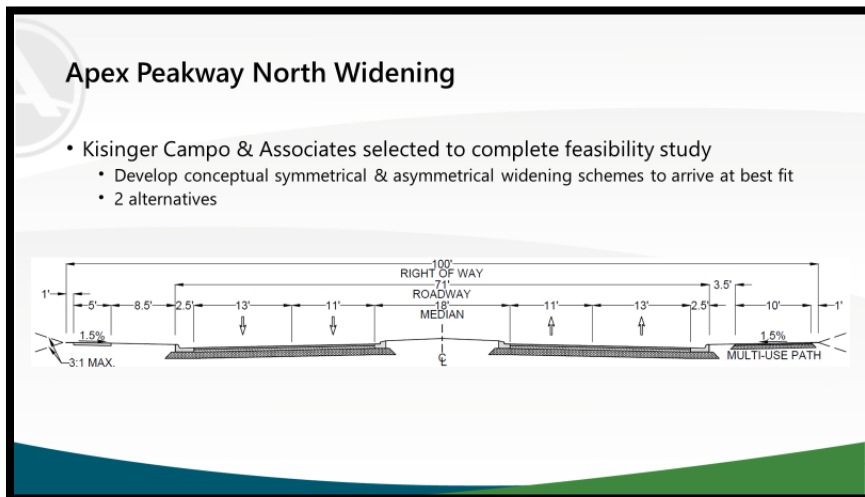
8
9 **[SLIDE 18]**



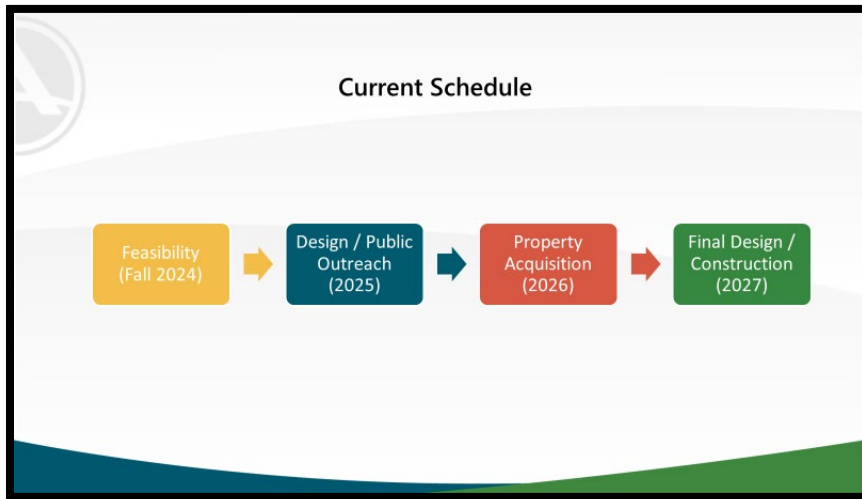
[SLIDE 19]



[SLIDE 20]



1 **[SLIDE 21]**



2
3 **[SLIDE 22]**

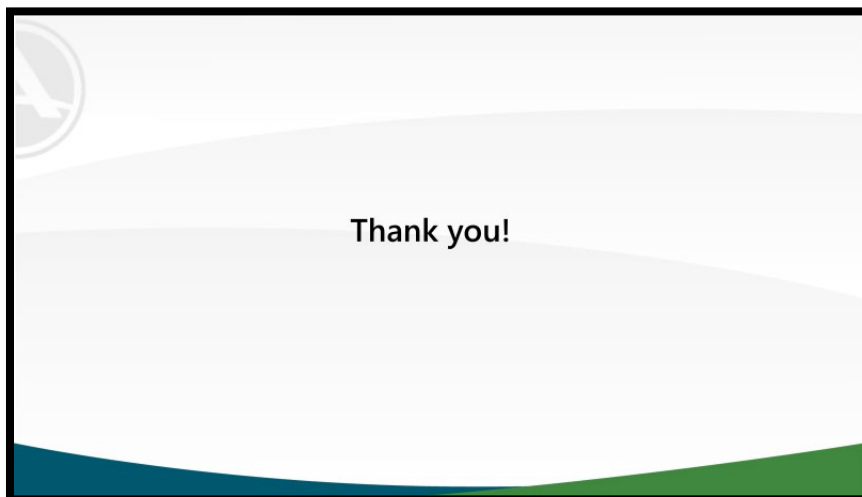
Apex Peakway North Widening

Project impacts:

- 807 Center St (Peakway LLC)
- Old Mill Village frontage
- Stream crossing
- Widening and pavement marking transitions at/through Old Raleigh Rd intersection and Ten Ten Rd intersection

The slide includes three photographs: a street view of a building at a corner, an aerial view of a road intersection, and a street view of a residential area.

4
5 **[SLIDE 23]**



6

1 **Councilmember Zegerman** said that there was no crosswalk on North Hughes Street.
2 He asked how people would get to the section of the sidewalk between Center Street and
3 Town Hall without a connection of the sidewalk.

4 **Director Johnson** said that they could put a marked crosswalk, but it is not something
5 that is usually done without a beacon or signal.

6 **Councilmember Zegerman** was concerned about kids crossing over Center Street in
7 an unmarked crossing. He said it would be safer for them to stay on Mason Street and use
8 the signal intersection and walk Mason Street to enter the John Brown Community Center
9 instead of through Hughes Street.

10 **Councilmember Killingsworth** said crossing in front of the traffic was not safe. She
11 agreed with Councilmember Zegerman.

12 **Councilmember Zegerman** asked how Center Street would be crossed. He said that
13 something would have to be done on the north side of Center Street to make the connection.
14 He asked staff to take a look at options for the crossings in this area to make them safer and
15 more accessible on the north side of Center Street.

16 **Councilmember Gantt** said that it was his understanding that kids are walking now in
17 the street. He said that it may be safer to walk on the sidewalk in that part of Hughes instead
18 of in the street.

19 **Councilmember Zegerman** said that he wasn't against the idea of building that
20 sidewalk. He said he just wanted to make sure that there was thought given to the connective
21 tissue at that location. He said that either do at Hughes Street or if it is too close to Mason
22 Street then decide out how to cross at Mason.

23 **Director Johnson** said they would look to make it safe as possible they could look at
24 the beacon with a crosswalk.

25 **Mayor Gilbert** thanked staff for the presentation.

26 **Mayor Pro Tempore Gray** asked about property acquisition.

27 **Director Johnson** said that it should not take long for the property acquisition. He
28 said maybe 4 months.

29 **Mr. Stephenson** said that they were only working with one owner.

30
31 **[ADJOURNEMENT]**

32 **Mayor Gilbert** adjourned the meeting at **6:14 p.m.**

33
34
35 Jacques K. Gilbert
Apex, Mayor

36 Allen Coleman, CMC, NCCCC
37 Town Clerk to the Apex Town Council

38
39 Submitted for approval by Apex Town Clerk Allen Coleman

40
41 Minutes approved on _____ of _____, 2024.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 10, 2024

Item Details

Presenter(s): Shawn Purvis, Deputy Town Manager

Department(s): Administration

Requested Motion

Motion to approve amended Town of Apex Electronic Signature Policy, to allow electronic signatures for contracts in the formal bidding range, effective September 10, 2024.

.Approval Recommended?

Yes

Item Details

The amended policy allows electronic signatures for contracts in the formal bidding range. These documents were excluded from the original policy adopted on March 5, 2019.

Attachments

- CN9-A1: Town of Apex - Electronic Signature Policy - September 10, 2024
- CN9-A2: Town of Apex - Electronic Signature Policy - March 5, 2019



TOWN OF APEX
ELECTRONIC SIGNATURE POLICY
SEPTEMBER 10, 2024

BE IT RESOLVED by the Town Council of the Town of Apex that the following policies apply to the use of digital, digitized, facsimile, and electronic signatures on Town contracts or purchase orders.

1. INTRODUCTION

1.1 Purpose

The purpose of this Policy is to authorize the use of electronic signatures on Town contracts while allowing the Town to balance the need for flexibility with the need for signature security and integrity. Electronic signatures reduce the amount of paper and time as well as cost associated with exchanging, transmitting, submitting and approving physical documents while also providing an audit trail indicating when documents were signed and/or modified.

1.2 Scope

This Policy:

1. Establishes that electronic signatures shall be effective on Town contracts as long as guidelines in this policy regarding security and integrity are followed; and
2. Establishes standards for acceptance of different forms of electronic signatures; and
3. Authorizes the Town Manager, or his designee, to determine the particular technology, software, and vendors that will satisfy the above referenced guidelines.

1.3 Legal Framework

In 1998 the North Carolina legislature passed the Electronic Commerce Act (Chapter 66, Article 11A) to facilitate “electronic commerce with public agencies and regulate the application of electronic signatures when used in commerce with public agencies.” In 2000, North Carolina enacted the Uniform Electronic Transactions Act (UETA) which provides in part “...if a law requires a signature, an electronic signature satisfies the law provided it complies with the provisions of this Article.” N.C.G.S §66-58.4 authorizes public agencies to use and accept electronic signatures pursuant to either Article 11 or Article 40 (UETA) of Chapter 66 of the NC General Statutes. On June 30, 2000 the United States Congress passed the Electronic Signatures in Global and National Commerce Act (E-SIGN) which established that a contract or signature “may not be denied legal effect, validity, or enforceability solely because it is in electronic form” which guarantees on the federal level that electronic signatures will have the same legal effect as a manual or “wet” signature.

2. DEFINITIONS

Authentication – The process of verifying that a document is genuine or original or in the case of electronic documents, it is the process of confirming a user's identity.

Contract - An agreement between two parties creating legally enforceable obligations to include service contracts, design contracts, certain construction contracts, purchase contracts, interlocal agreements, purchase orders, reimbursement agreements, and memorandums of understanding. This does not include notices of cancellation or termination of utility services, notices of default, or notices of civil penalties. The definition of contract as applied to this Policy also does **NOT** include bonds, deeds, easements, or encroachment agreements.

Digital Signature – A string of electronic data that is embedded in an electronic document for the purposes of verifying document integrity and signer identity.¹ A digital signature uses public key infrastructure technology to protect the document from tampering and creates a date/time stamp. A digital signature is a type of electronic signature.

Digitized Signature – A scanned image of a manual or “wet” signature. For the purposes of this Policy, digitized signatures shall be considered electronic signatures.

Electronic Record – A record created, generated, sent, communicated, received, or stored by electronic means.²

Electronic Signature - An electronic sound, symbol, or process attached to, or logically associated with, a record and executed or adopted by a person with the intent to sign the record.³

Metadata – Structured information that describes, explains, and/or locates an electronic file and can determine who created the document and where it originated.⁴

Security Procedure – A procedure employed for the purpose of verifying that an electronic signature, record, or performance is that of a specific person or for detecting changes or errors in the information in an electronic record. The term includes a procedure that requires the use of algorithms or other codes, identifying words or numbers, encryption, or callback or other acknowledgment procedures.⁵

¹“Digital Signature Policy Guidelines Version 1.1.” Office of State Controller, and the North Carolina Department of the Secretary of State, and North Carolina Department of Cultural Resources, Division of Archives and Records, March 2014.

²Uniform Electronic Transactions Act – N.C.G.S. Chp. 66, Art. 40.

³ESIGN, 15 U.S.C. chp. 96

⁴Metadata as a Public Record in North Carolina: Best Practices Guidelines for Its Retention and Disposition.” North Carolina Dept. of Cultural Resources, Nov. 2010, Metadata Guidelines.

⁵ Uniform Electronic Transactions Act – N.C.G.S. Chp. 66, Art. 40.

3. SECURITY PROCEDURE

The use of an electronic signature shall have the same force and effect of a manual signature if all of the following conditions are satisfied:

1. The signature is capable of verification.
2. The signature is under the total and sole control of the individual using it.
3. The parties to the agreement consent to the use of electronic signatures.
4. The signature is linked to the data in a manner that is readily ascertainable if the data is changed after the signature is applied.

The Town Manager or his designee shall determine acceptable technologies and vendors under this Policy that are consistent with industry best practices and North Carolina state law to ensure the security and integrity of the data and signature.

3.1 Digital Signature

Digital Signatures from vendors, contractors, and other third parties shall utilize public-key infrastructure cryptography to ensure the validity of submitted documents. Any digital signature software provider must use either a Digital Signature Algorithm, a Reversible Digital Signature algorithm (RSA), or an Elliptic Curve Digital Signature Algorithm as approved by the National Institute of Standards and Technology. Any other software utilizing an alternative authentication method must be approved by the Town Manager or his designee. The above requirements of this section shall not apply to Town staff signatures which shall either be manual ("wet"), digitized, or be applied using software that meets the requirements of UETA, is approved by the Town's Director of Information Technology, and is capable of retaining the following metadata: Date; File name; Name of Signatories; Time Stamp. Digital signatures by Town staff shall be exclusive to individual staff member accounts.

3.2 Digitized Signature

Digitized Signatures may be accepted by the Town, and applied by Town staff, when the following conditions are met:

1. The digitized signature must be authorized by the signing party and its appearance should be consistent with the signatory's usual style and format.
2. The digitized signature must be kept as a TIF, PDF file, or other format approved by the Director of Information Technology.
3. Both parties to the contract agree to accept digitized signatures.

3.3 Agreement of Parties

The parties to any contract governed by this Policy shall agree to conduct the transaction with electronic or digitized signatures as determined by the language of the contract, the context and surrounding circumstances and the parties' conduct.

4. ELECTRONIC RECORDS MANAGEMENT

4.1 Associated Metadata

Town will only utilize vendor software systems capable of maintaining the following metadata files:

- Date
- Title/file name
- Name of Signatories
- Time Stamp
- Custom tags

The software system shall also be capable of generating a summary report of the metadata that includes, but is not necessarily limited to, a certificate of completion, record tracking, and IP addresses, as well as any other data that can aid in authenticating the document.

4.2 Record Retention

All records retention and public records law applicable to government records in hard copy format apply equally to electronic records. All electronic records signed electronically shall be maintained in accordance with the Town of Apex Electronic Records & Imaging Policies & Procedures. Automatic retention and disposition features shall not be used unless first approved by the Town's Director of Information Technology.

5. E-NOTARIZATION

Electronic notarizations must meet the requirements for electronic signatures provided by the UETA as well as this policy as well as any other applicable laws. The notarization must be performed in accordance with North Carolina's Electronic Notary Act (Chp. 10B, Article 2, N.C.G.S.) as well as the North Carolina Electronic Notary Administrative Rules.

6. PREAUDIT STATEMENT

The Town Council has provided that the Town's Finance Director may sign the preaudit certificate on contracts or purchase orders through the use of facsimile signature machines, a signature stamp, or similar device in accordance with N.C.G.S. §159-28.1.

TOWN OF APEX
ELECTRONIC SIGNATURE POLICY
MARCH 5, 2019

BE IT RESOLVED by the Town Council of the Town of Apex that the following policies apply to the use of digital, digitized, facsimile, and electronic signatures on Town contracts or purchase orders.

1. INTRODUCTION

1.1 Purpose

The purpose of this Policy is to authorize the use of electronic signatures on Town contracts while allowing the Town to balance the need for flexibility with the need for signature security and integrity. Electronic signatures reduce the amount of paper and time as well as cost associated with exchanging, transmitting, submitting and approving physical documents while also providing an audit trail indicating when documents were signed and/or modified.

1.2 Scope

This Policy:

1. Establishes that electronic signatures shall be effective on Town contracts as long as guidelines in this policy regarding security and integrity are followed; and
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| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 10, 2024

Item Details

Presenter(s): Russell Dalton, Traffic Engineering Manager

Department(s): Transportation & Infrastructure Development

Requested Motion

Motion to adopt a Resolution Supporting Abandonment of a Portion of Chapel Ridge Road (SR 1197, Wake County) by the North Carolina Department of Transportation.

Approval Recommended?

Yes

Item Details

The Chapel Ridge North development plan includes realignment and extension of a portion of Chapel Ridge Road with a connection proposed on the north end providing access to/from Beaver Creek Commons Drive. A resolution supporting abandonment is required for NCDOT to abandon the existing portion of Chapel Ridge Road within the project limits, from a point 0.36 miles (1,878 feet) north from its intersection with Olive Chapel Road to its terminus 0.47 miles (2,474 feet) north of its intersection with Olive Chapel Road, so it can be realigned and extended as a 27-foot wide curb and gutter street by the developer of Chapel Ridge North. Upon completion of the road improvements there would be an offer of dedication to the Town of Apex to maintain Chapel Ridge Road north of the NCDOT maintained limits.

Attachments

- CN10-A1 - Resolution Supporting Abandonment
- CN10-A2 - Vicinity Map
- CN10-A3 - Abandonment Exhibit
- CN10-A4 - Chapel Ridge North overall site plan



RESOLUTION: 2024-_____

RESOLUTION SUPPORTING ABANDONMENT OF A PORTION OF CHAPEL RIDGE ROAD (SR 1197, WAKE COUNTY) BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

WHEREAS, the Town Council is authorized to regulate the use of the public streets, sidewalks, alleys and bridges of the Town of Apex pursuant to North Carolina law; and

WHEREAS, the Town Council deems it to be efficient and appropriate for the North Carolina Department of Transportation to abandon operation and maintenance of a portion of Chapel Ridge Road from a point 0.36 miles (1,878 feet) north from its intersection with Olive Chapel Road to its terminus 0.47 miles (2,474 feet) north of its intersection with Olive Chapel Road; and

WHEREAS, the Town Council recognizes the intent of the abandonment is to allow for the future construction of street improvements, realignment and extension of Chapel Ridge Road northward by the “Chapel Ridge North” multi-family development project as a public street to be dedicated as a Town road.

NOW THEREFORE, THE TOWN COUNCIL OF THE TOWN OF APEX RESOLVES THAT the Town Council supports the abandonment of the operation and maintenance of a portion of Chapel Ridge Road by the North Carolina Department of Transportation as described in this Resolution.

Motion made by Council Member _____

Motion seconded by Council Member _____

With _____ Council Members voting aye.

With _____ Council Members voting no.

Adopted and effective this the ____ day of _____, 2024.

Jacques K. Gilbert
Mayor

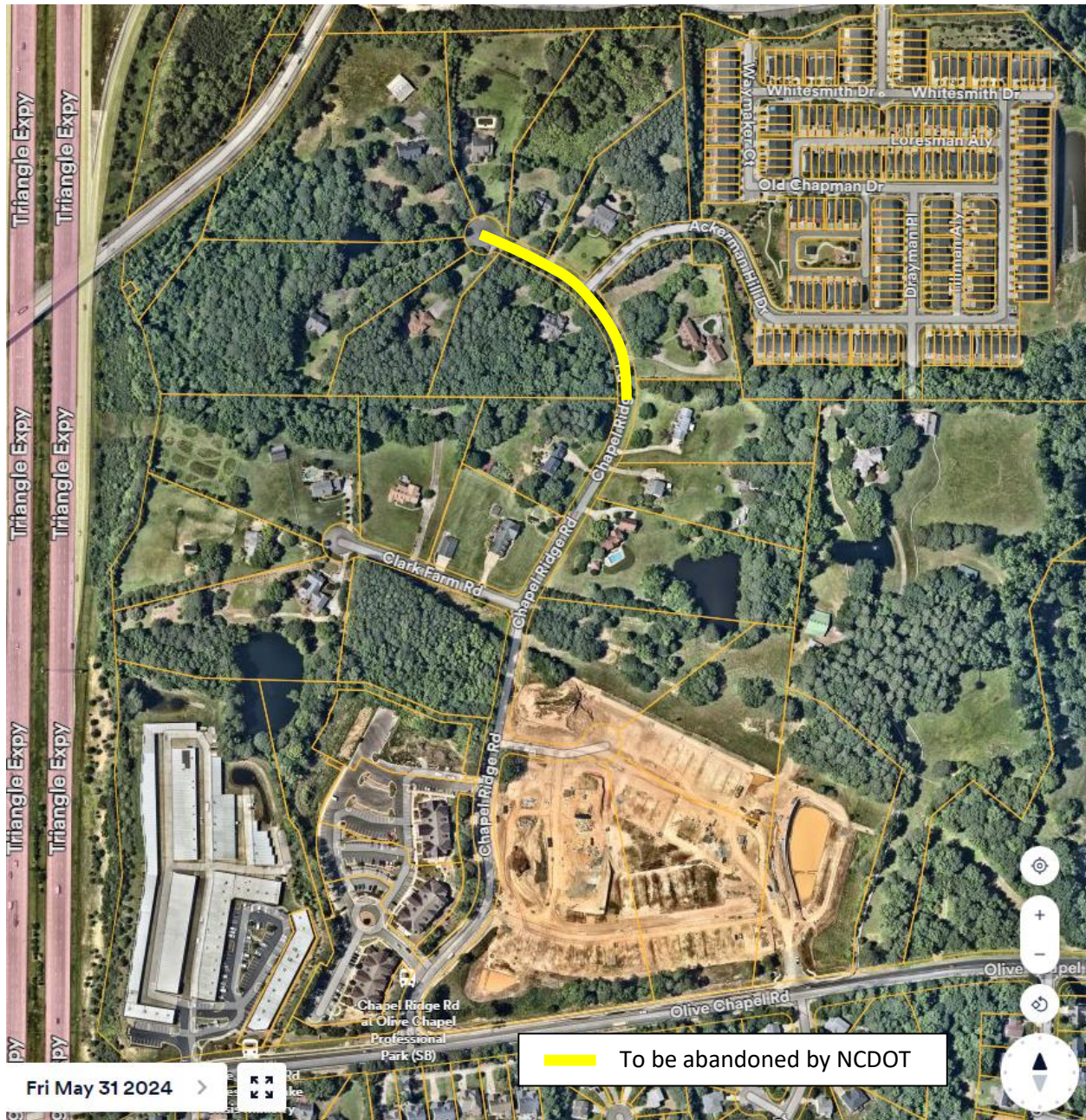
ATTEST:

Allen L. Coleman, CMC, NCCCC
Town Clerk

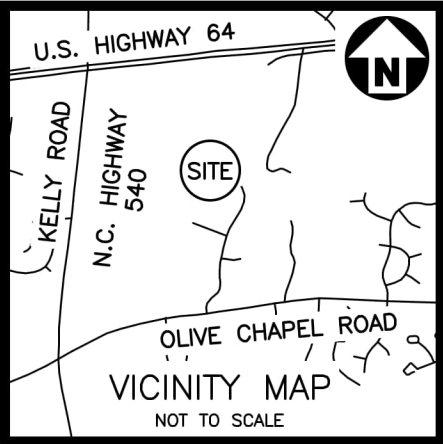
Vicinity Map

Resolution Supporting Abandonment of a Portion of Chapel Ridge Rd

[For Chapel Ridge North development plan]



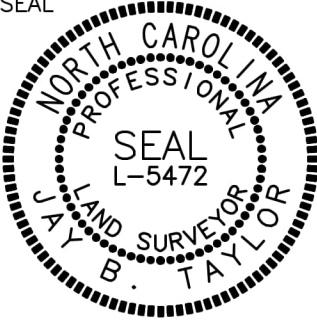
Source: Nearmap



I, JAY B. TAYLOR, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK AND PAGE AS SHOWN; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK AND PAGE AS SHOWN; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1:52,247'+; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600).

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL
THIS 26TH DAY OF AUGUST, A.D., 2024.

JAY B. TAYLOR, PROFESSIONAL LAND SURVEYOR L-5472

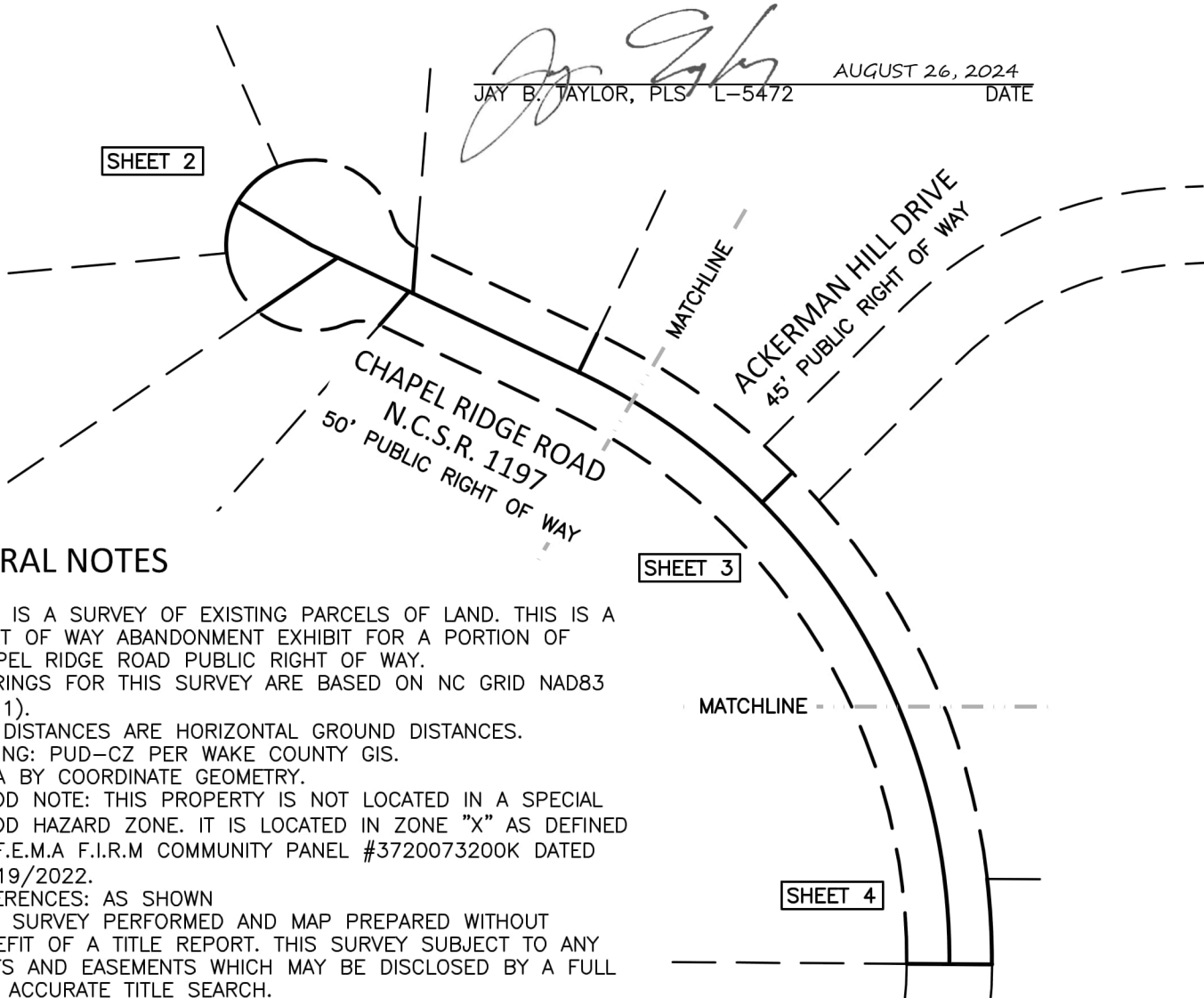


LEGEND

- EXISTING IRON PIPE
- IRON PIPE SET
- ▲ N.G.S. MONUMENT
- BOUNDARY LINE SURVEYED
- BOUNDARY LINE NOT SURVEYED
- [] RIGHT OF WAY TO BE ABANDONED
- N/F NOW OR FORMERLY
- D.B. DEED BOOK
- B.M. BOOK OF MAPS
- PG. PAGE
- P.I.N. PARCEL IDENTIFICATION NUMBER
- S.F. SQUARE FEET
- AC. ACRE
- N.G.S. NATIONAL GEODETIC SURVEY
- EIP EXISTING IRON PIPE

I, JAY B. TAYLOR, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

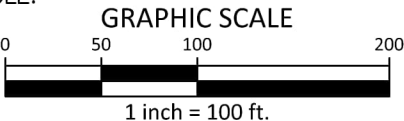
- (1) CLASS OF SURVEY: A
- (2) POSITIONAL ACCURACY: HORIZONTAL 0.021' VERTICAL 0.088'
- (3) TYPE OF GPS FIELD PROCEDURE: NC REAL TIME NETWORK (VRS)
- (4) DATES OF SURVEY: FEBRUARY 3, 2022
- (5) DATUM/EPOCH: NAD83 (2011)
- (6) PUBLISHED/FIXED-CONTROL USE: NC REAL TIME NETWORK
- (7) GEOID MODEL: 18
- (8) COMBINED GRID FACTOR(S): 0.99989734
- (9) UNITS: U.S. SURVEY FEET



JAY B. TAYLOR, PLS L-5472 AUGUST 26, 2024
DATE

GENERAL NOTES

- 1. THIS IS A SURVEY OF EXISTING PARCELS OF LAND. THIS IS A RIGHT OF WAY ABANDONMENT EXHIBIT FOR A PORTION OF CHAPEL RIDGE ROAD PUBLIC RIGHT OF WAY.
- 2. BEARINGS FOR THIS SURVEY ARE BASED ON NC GRID NAD83 (2011).
- 3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
- 4. ZONING: PUD-CZ PER WAKE COUNTY GIS.
- 5. AREA BY COORDINATE GEOMETRY.
- 6. FLOOD NOTE: THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONE "X" AS DEFINED BY F.E.M.A F.I.R.M COMMUNITY PANEL #3720073200K DATED 07/19/2022.
- 7. REFERENCES: AS SHOWN
- 8. THIS SURVEY PERFORMED AND MAP PREPARED WITHOUT BENEFIT OF A TITLE REPORT. THIS SURVEY SUBJECT TO ANY FACTS AND EASEMENTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
- 9. SEE SHEET 5 FOR LINE AND CURVE TABLES AND AREA TABLE.



1 inch = 100 ft.

SHEET 1 OF 5

M:\Projects\TCR\2021110513\02-Geomatics\Survey\Exhibits\2021110513-E1.dwg, 8/26/2024 12:01:11 PM, Connor Stearns

McADAMS

The John R. McAdams Company, Inc.
621 Hillsborough Street
Suite 500
Raleigh, NC 27603

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

www.mcadamsco.com

CHAPEL RIDGE

RIGHT OF WAY ABANDONMENT EXHIBIT
CHAPEL RIDGE ROAD

WAKE COUNTY, NORTH CAROLINA

- Page 154 -

PLAN INFORMATION

PROJECT NO. 2021110513 (TCR)
FILENAME 2021110513-E1
CHECKED BY JBT
DRAWN BY CJS
SCALE 1"=100'
DATE 07. 29. 2024

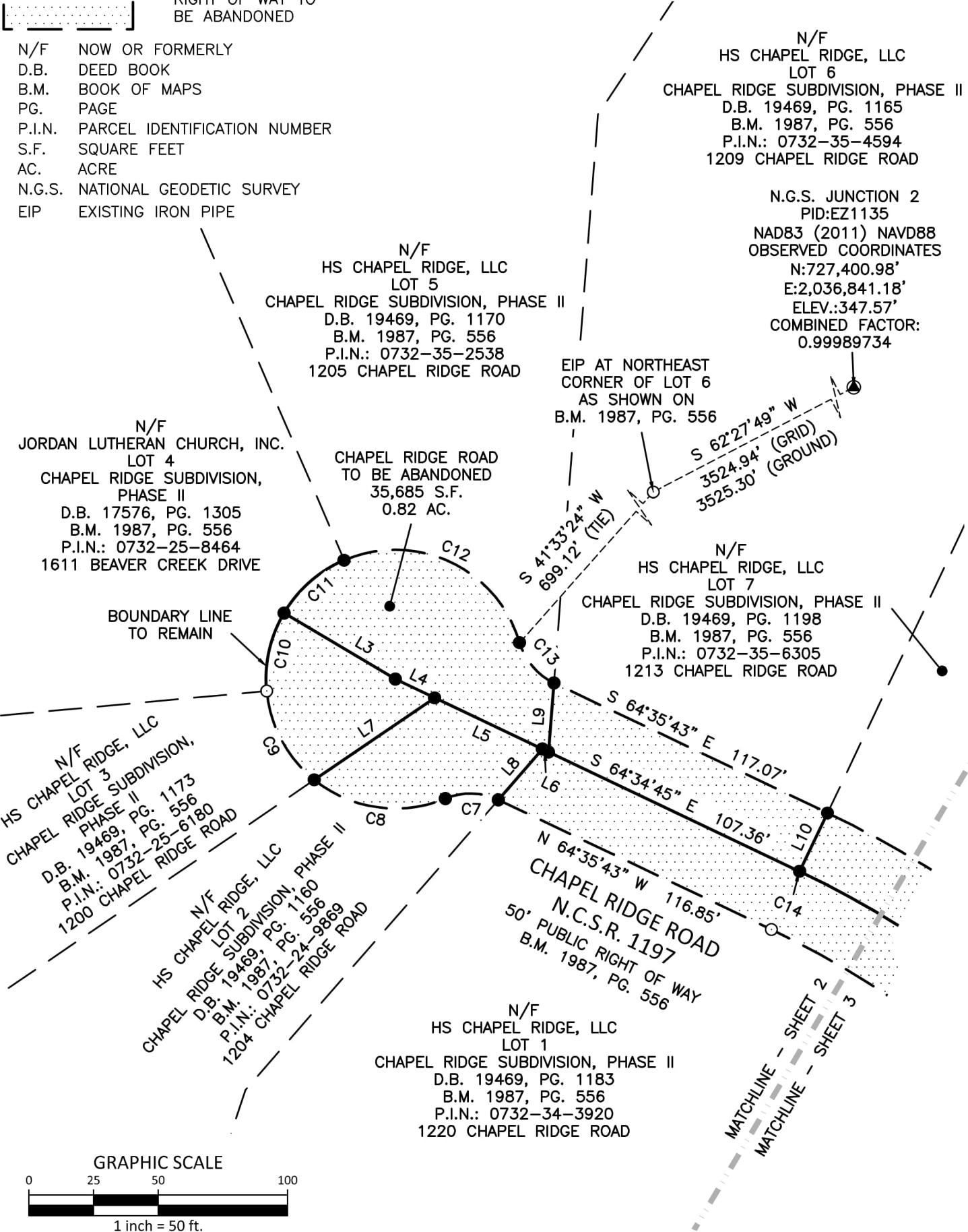
GENERAL NOTES

- 1. SEE SHEET 1 FOR GENERAL NOTES.
- 2. SEE SHEET 5 FOR LINE AND CURVE TABLES AND AREA TABLE.

LEGEND

- EXISTING IRON PIPE
- IRON PIPE SET
- ⊙ N.G.S. MONUMENT
- BOUNDARY LINE SURVEYED
- - - BOUNDARY LINE NOT SURVEYED
- [] RIGHT OF WAY TO BE ABANDONED

- N/F NOW OR FORMERLY
- D.B. DEED BOOK
- B.M. BOOK OF MAPS
- PG. PAGE
- P.I.N. PARCEL IDENTIFICATION NUMBER
- S.F. SQUARE FEET
- AC. ACRE
- N.G.S. NATIONAL GEODETIC SURVEY
- EIP EXISTING IRON PIPE



SHEET 2 OF 5

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McADAMS

The John R. McAdams Company, Inc.
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CHapel Ridge

RIGHT OF WAY ABANDONMENT EXHIBIT

CHapel Ridge Road

WAKE COUNTY, NORTH CAROLINA

- Page 155 -

PLAN INFORMATION	
PROJECT NO.	2021110513 (TCR)
FILENAME	2021110513-E1
CHECKED BY	JBT
DRAWN BY	CJS
SCALE	1"=50'
DATE	07. 29. 2024

GENERAL NOTES

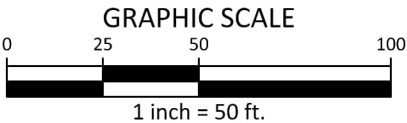
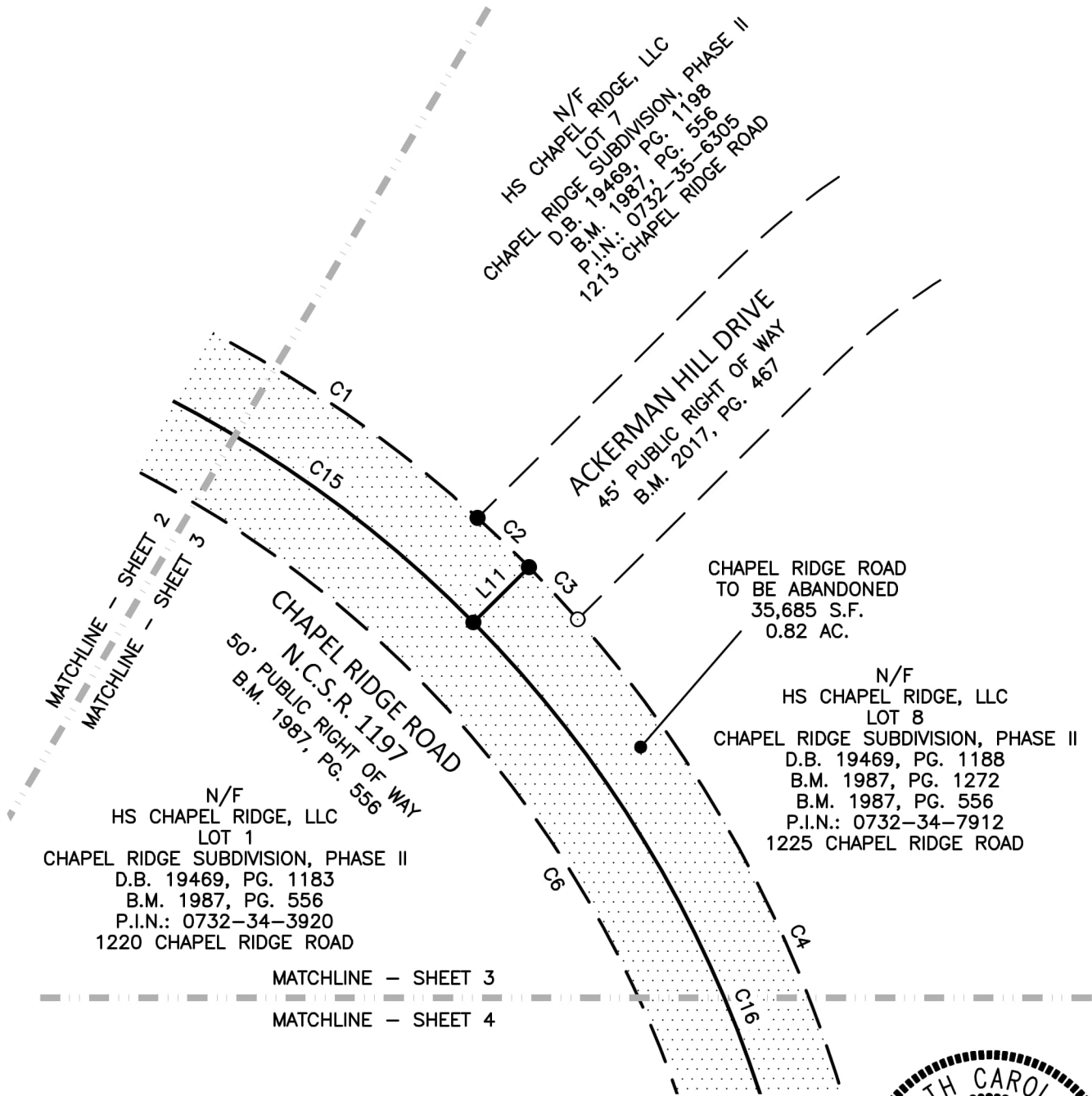
- 1. SEE SHEET 1 FOR GENERAL NOTES.
- 2. SEE SHEET 5 FOR LINE AND CURVE TABLES AND AREA TABLE.



NC GRID NAD83 (2011)

LEGEND

	EXISTING IRON PIPE	N/F	NOW OR FORMERLY
	IRON PIPE SET	D.B.	DEED BOOK
	N.G.S. MONUMENT	B.M.	BOOK OF MAPS
	BOUNDARY LINE SURVEYED	PG.	PAGE
	BOUNDARY LINE NOT SURVEYED	P.I.N.	PARCEL IDENTIFICATION NUMBER
	RIGHT OF WAY TO BE ABANDONED	S.F.	SQUARE FEET
		AC.	ACRE
		N.G.S.	NATIONAL GEODETIC SURVEY
		EIP	EXISTING IRON PIPE



AUGUST 26, 2024

SHEET 3 OF 5

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CHAPEL RIDGE

RIGHT OF WAY ABANDONMENT EXHIBIT

CHAPEL RIDGE ROAD

WAKE COUNTY, NORTH CAROLINA

- Page 156 -

PLAN INFORMATION	
PROJECT NO.	2021110513 (TCR)
FILENAME	2021110513-E1
CHECKED BY	JBT
DRAWN BY	CJS
SCALE	1"=50'
DATE	07. 29. 2024

GENERAL NOTES

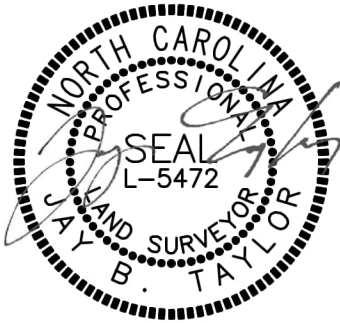
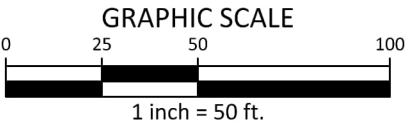
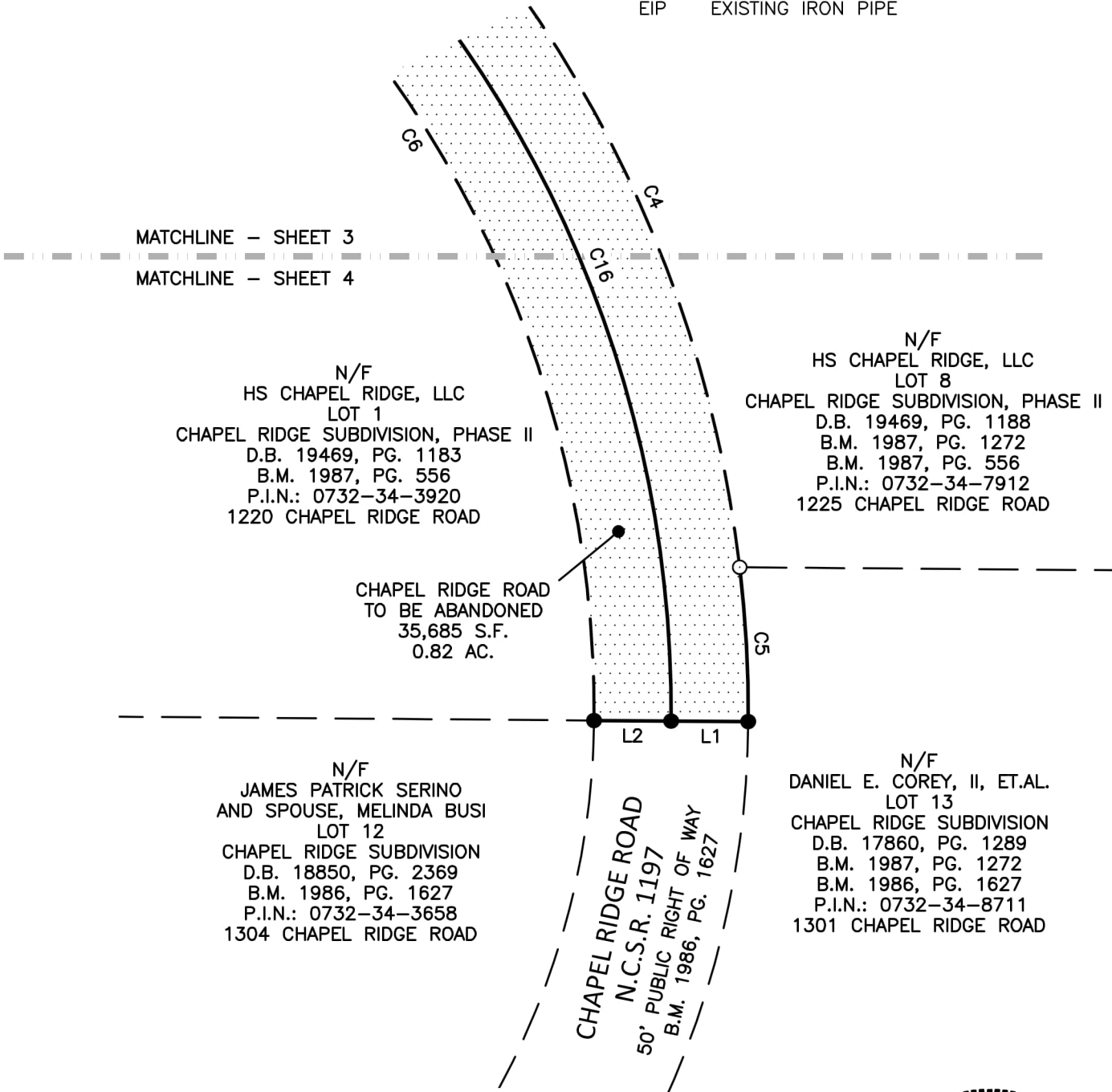
- 1. SEE SHEET 1 FOR GENERAL NOTES.
- 2. SEE SHEET 5 FOR LINE AND CURVE TABLES AND AREA TABLE.



NC GRID NAD83 (2011)

LEGEND

	EXISTING IRON PIPE	N/F	NOW OR FORMERLY
	IRON PIPE SET	D.B.	DEED BOOK
	N.G.S. MONUMENT	B.M.	BOOK OF MAPS
	BOUNDARY LINE SURVEYED	PG.	PAGE
	BOUNDARY LINE NOT SURVEYED	P.I.N.	PARCEL IDENTIFICATION NUMBER
	RIGHT OF WAY TO BE ABANDONED	S.F.	SQUARE FEET
		AC.	ACRE
		N.G.S.	NATIONAL GEODETIC SURVEY
		EIP	EXISTING IRON PIPE



AUGUST 26, 2024

SHEET 4 OF 5

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CHAPEL RIDGE
RIGHT OF WAY ABANDONMENT EXHIBIT
CHAPEL RIDGE ROAD
WAKE COUNTY, NORTH CAROLINA

PLAN INFORMATION
PROJECT NO. 2021110513 (TCR)
FILENAME 2021110513-E1
CHECKED BY JBT
DRAWN BY CJS
SCALE 1"=50'
DATE 07. 29. 2024

GENERAL NOTES

1. SEE SHEET 1 FOR GENERAL NOTES.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°32'38" W	25.00'
L2	N 89°32'38" W	25.00'
L3	N 59°18'19" W	50.00'
L4	S 64°34'45" E	16.80'
L5	S 64°34'45" E	46.10'
L6	S 64°34'45" E	2.60'
L7	N 55°45'33" E	56.34'
L8	N 41°04'30" E	26.00'
L9	S 04°25'42" W	26.74'
L10	S 25°27'10" W	25.00'
L11	S 45°10'41" W	24.94'

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	405.00'	118.06'	S 56°11'36" E	117.64'
C2	405.00'	22.68'	S 46°12'37" E	22.68'
C3	405.00'	22.68'	S 43°00'04" E	22.68'
C4	405.00'	245.94'	S 24°03'35" E	242.18'
C5	405.00'	50.19'	S 03°10'24" E	50.16'
C6	355.00'	403.13'	N 32°04'56" W	381.81'
C7	25.00'	21.02'	N 88°38'21" W	20.41'
C8	50.00'	53.79'	N 81°55'04" W	51.23'
C9	50.00'	40.00'	N 28°10'58" W	38.94'
C10	50.00'	31.38'	N 12°42'56" E	30.87'
C11	50.00'	31.38'	N 48°40'26" E	30.87'
C12	50.00'	84.64'	S 64°51'02" E	74.89'
C13	25.00'	21.02'	S 40°26'59" E	20.41'
C14	380.14'	0.11'	N 64°34'14" W	0.11'
C15	380.14'	132.14'	N 54°36'13" W	131.48'
C16	380.14'	299.10'	N 22°06'16" W	291.45'

SITE AREA TABLE – CHAPEL RIDGE ROAD				
LOT NO.	ORIGINAL AREA		NEW AREA	
	SF	AC	SF	AC
ROW	35,685	0.82	–	–
1	–	–	13,260	0.30
2	–	–	2,159	0.05
3	–	–	2,193	0.05
5	–	–	4,154	0.10
6	–	–	2,805	0.06
7	–	–	3,408	0.08
8	–	–	7,706	0.18
TOTAL	35,685	0.82	35,685	0.82



AUGUST 26, 2024

SHEET 5 OF 5

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CHAPEL RIDGE

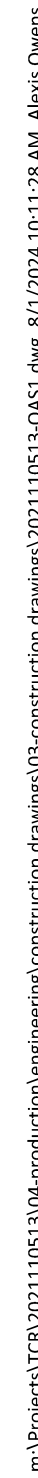
RIGHT OF WAY ABANDONMENT EXHIBIT

CHAPEL RIDGE ROAD

WAKE COUNTY, NORTH CAROLINA

- Page 158 -

PLAN INFORMATION	
PROJECT NO.	2021110513 (TCR)
FILENAME	2021110513-E1
CHECKED BY	JBT
DRAWN BY	CJS
SCALE	NOT TO SCALE
DATE	07. 29. 2024



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 10, 2024

Item Details

Presenter(s): Joshua Killian, Planner I

Department(s): Planning

Requested Motion

Motion to approve the Statement of the Town Council and Ordinance for Rezoning Application No. 23CZ24, East West Partners Management Co, petitioner, for the properties located at 1405 and 1407 Zeno Road.

Approval Recommended?

The Planning Department recommends approval.

Item Details

Rezoning Application No. 23CZ24 was approved at the August 27, 2024 Town Council meeting.

Attachments

- CN11-A1: Statement and Ordinance – Rezoning Case No. 23CZ24 – 1405 and 1407 Zeno Rd
- CN11-A2: Attachment A – Legal Description – Rezoning Case No. 23CZ24 – 1405 and 1407 Zeno Rd



STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 3.08 ACRES LOCATED AT 1405 AND 1407 ZENO ROAD FROM RESIDENTIAL AGRICULTURAL (RA) TO OFFICE AND INSTITUTIONAL-CONDITIONAL ZONING (O&I-CZ)

#23CZ24

WHEREAS, East West Partners Management Co, applicant (the “Applicant”), submitted a completed application for a conditional zoning on the 21st day of November 2023 (the “Application”). The proposed conditional zoning is designated #23CZ24;

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 #23CZ24 before the Planning Board on the 12th day of August 2024;

WHEREAS, the Apex Planning Board held a public hearing on the 12th day of August 2024, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #23CZ24. A motion was made by the Apex Planning Board to recommend approval; the motion passed unanimously for the application for #23CZ24;

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 #23CZ24 before the Apex Town Council on the 27th day of August 2024;

WHEREAS, the Apex Town Council held a public hearing on the 27th day of August 2024. Joshua Killian, Planner I, presented the Planning Board's recommendation at the public hearing;

WHEREAS, all persons who desired to present information relevant to the application for #23CZ24 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 Office Employment/Commercial Services. This designation on the 2045 Land Use Map includes the zoning district Office and Institutional-Conditional Zoning (O&I-CZ) and the Apex Town Council has further considered that the proposed rezoning to Office and Institutional-Conditional Zoning (O&I-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 proposed zoning conditions will allow complimentary development adjacent to existing healthcare facilities while also providing provisions for future access to adjacent properties to the west and south; and

WHEREAS, the Apex Town Council by a vote of 5 to 0 approved Application #23CZ24 rezoning the subject tract located at 1405 and 1407 Zeno Road from Residential Agricultural (RA) to Office and Institutional-Conditional Zoning (O&I-CZ).

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

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

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

Ordinance Amending the Official Zoning District Map #23CZ24

Section 3: 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. Medical or dental office or clinic | 6. Real estate sales |
| 2. Medical or dental laboratory | 7. Health/fitness center or spa |
| 3. Office, business or professional | 8. Barber/beauty shop |
| 4. Pharmacy % | 9. Tailor shop |
| 5. Personal service % | 10. Restaurant, general % |

Zoning Conditions:

1. The project shall comply with the following architectural conditions
 - a. The predominant exterior building materials shall be high quality materials, including:
 - i. Brick masonry;
 - ii. Decorative concrete block (either integrally colored or textured);
 - iii. Stone accents;
 - iv. Aluminum storefronts with anodized or pre-finished colors;
 - v. EIFS cornices, and parapet trim; and/or
 - vi. Precast concrete
 - b. EIFS or synthetic stucco shall not be used in the first forty (40) inches above grade.
 - c. The building exterior shall have more than one material color.
 - d. The building shall have more than one parapet height.
 - e. The main entrance to the building shall be emphasized.
 - f. Only full cut-off lighting fixtures and fixtures with external house-side shields shall be allowed where non-residential properties are adjacent to residential properties.
2. Post development peak runoff shall not exceed pre-development peak runoff for the 24- hour, 1-year, 10-year, and 25-year storm events in accordance with the Unified Development Ordinance.
3. The project shall install a minimum of 1 Low Impact Development Techniques as defined and approved by the NC Department of Environmental Quality. The specific type of LID technique shall be reviewed and approved by the Water Resources Department at site or subdivision plan review.
4. The project shall increase biodiversity within perimeter buffers, common owned open space, and other landscape areas by providing a variety of native and adaptive species for the canopy, understory and shrub levels. A minimum of 50% of the species selected shall be nativar or a native of North Carolina.
5. No invasive species shall be permitted. No single species of tree or shrub shall constitute more than 20% of the plant material of its type within a single development site.
6. To reduce irrigation requirements, the project shall select and plant only warm season grasses.
7. The project shall install signage adjacent to wooded or natural condition Resource Conservation Area. The signage shall indicate that the area is RCA and is to be preserved in perpetuity and not disturbed.
8. The project shall provide no less than 2 electric vehicle charging spaces.
9. The exterior lighting for all commercial buildings and parking lots will consist entirely of LED fixtures.

Ordinance Amending the Official Zoning District Map #23CZ24

10. On the lighting plan, the average footcandle measurement for parking, building lighting and driveways shall be at least 0.5 footcandles lower than the UDO requires.
11. The project shall provide for a vehicular access easement to the south for future access to Olive Chapel Road, subject to Apex engineering staff review and approval at the time of site plan submittal.
12. Each building constructed with heated floor area shall be pre-configured with conduit for solar PV systems.
13. Site development of the rezoned land shall construct frontage widening along Zeno Road based on a 3-lane 41' back-to-back curb and gutter roadway. Access to Zeno Road shall be a 27' back to back private access driveway within a public access easement; the public access easement shall be wide enough to encompass the access road and sidewalk. Access to Zeno Road shall be located approximately 330 feet west of Healthplex Way and stub to the western property boundary aligned with a future extension of Grande Maison Drive, subject to Apex engineering staff review and approval at the time of site plan submittal.
14. A cross access easement to 1409 Zeno Road shall be allowed through the buffer with the location subject to Apex engineering staff review and approval at the time of site plan submittal of the subject property.

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

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

Motion by Council Member _____

Seconded by Council Member _____

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

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

This the ____ day of _____ 2024.

TOWN OF APEX

Jacques K. Gilbert
Mayor

ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

Town Attorney

1405 & 1407 ZENO ROAD

BEGINNING AT AN IRON PIPE SET AT THE NORTH EASTERN CORNER OF THE PROPERTY DESCRIBED IN DEED BOOK 3424 PAGE 715 RECORDED IN THE WAKE COUNTY REGISTER OF DEEDS, SAID IRON PIPE ALSO BEING ON THE SOUTHERN RIGHT OF WAY OF ZENO ROAD (VARIABLE WIDTH PUBLIC RIGHT OF WAY) AND HAVING NORTH CAROLINA GRID COORDINATES OF N:723,633.56, E: 2,038,842.16 (NAD 83/2011), THENCE LEAVING THE SOUTHERN RIGHT OF WAY SOUTH 02° 19' 20" WEST FOR A DISTANCE OF 222.34 FEET TO AN EXISTING REBAR, THENCE NORTH 66° 45' 59" WEST FOR A DISTANCE OF 378.23 FEET TO AN EXISTING IRON PIPE, THENCE NORTH 66° 45' 59" WEST FOR A DISTANCE OF 235.00 FEET TO AN IRON PIPE SET, THENCE NORTH 49° 21' 24" EAST FOR A DISTANCE OF 385.11 FEET TO AN IRON PIPE SET ON THE SOUTHERN RIGHT OF WAY OF ZENO ROAD (VARIABLE WIDTH PUBLIC RIGHT OF WAY), THENCE WITH THE SOUTHERN RIGHT OF WAY SOUTH 39° 33' 56" EAST FOR A DISTANCE OF 99.77 FEET TO AN IRON PIPE SET, THENCE SOUTH 41° 45' 29" EAST FOR A DISTANCE OF 100.90 FEET TO AN IRON PIPE SET, THENCE SOUTH 49° 17' 05" EAST FOR A DISTANCE OF 104.14 FEET TO AN IRON PIPE SET, THENCE SOUTH 54° 26' 25" EAST A DISTANCE OF 86.80 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 3.08 ACRES, MORE OR LESS.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 10, 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 No. 24CZ07 The Townes at Parkside PUD, Charm City Developers, LLC, petitioner, for the property located at 0 Olive Chapel Road and portion of 2437 Olive Chapel Road (PINs 0721572670, 0721585231 portion of).

Approval Recommended?

The Planning Department recommends approval.

Item Details

Rezoning Case No. 24CZ07 was approved at the August 27, 2024 Town Council meeting.

Attachments

- CN10-A1: Statement and Ordinance- Rezoning Case No. 24CZ07- The Townes at Parkside PUD
- CN10-A2: Attachment A- Legal Description- Rezoning Case No. 24CZ07- The Townes at Parkside PUD
- CN10-A3: Attachment B- The Townes at Parkside PUD Plan- Rezoning Case No. 24CZ07- The Townes at Parkside PUD



STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 4.17 ACRES LOCATED AT 0 OLIVE CHAPEL ROAD AND 2437 OLIVE CHAPEL ROAD (PORTION OF) FROM RURAL RESIDENTIAL (RR) TO PLANNED UNIT DEVELOPMENT-CONDITIONAL ZONING (PUD-CZ)

#24CZ07

WHEREAS, Charm City Developers, LLC, applicant (the “Applicant”), submitted a completed application for a conditional zoning on the 1st day of April 2024 (the “Application”). The proposed conditional zoning is designated #24CZ07;

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 #24CZ07 before the Planning Board on the 12th day of August 2024;

WHEREAS, the Apex Planning Board held a public hearing on the 12th day of August 2024, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #24CZ07. A motion was made by the Apex Planning Board to recommend approval; the motion passed by a vote of 6 to 1 for the application for #24CZ07;

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 #24CZ07 before the Apex Town Council on the 27th day of August 2024;

WHEREAS, the Apex Town Council held a public hearing on the 27th day of August 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 #24CZ07 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 Map and other adopted plans: The rezoning to Planned Unit Development-Conditional Zoning (PUD-CZ) will provide the flexibility to accommodate the growth in population 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 Planned Unit Development-Conditional Zoning (PUD-CZ) rezoning will build the extension of a minor collector road, Hammocks Beach Trail, across Beaver Creek providing a connection between Holland’s Crossing and Bella Casa subdivisions.

WHEREAS, the Apex Town Council by a vote of 3 to 2 approved Application #24CZ07 rezoning the subject properties located at 0 Olive Chapel and 2437 Olive Chapel Road (portion of) from Rural Residential (RR) to Planned Unit Development-Conditional Zoning (PUD-CZ).

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

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

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

Section 3: 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 changes ordained the zoning by this Ordinance.

Ordinance Amending the Official Zoning District Map #24CZ07

Section 4: The "Rezoned Lands" are subject to the conditions in Attachment "B" The Townes at Parkside PUD which are imposed as part of this rezoning.

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

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

Motion by Council Member _____

Seconded by Council Member _____

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

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

This the ____ day of _____ 2024.

TOWN OF APEX

Jacques K. Gilbert
Mayor

ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

Town Attorney

LAND DESCRIPTION FOR REZONING

A PORTION OF LAND CURRENTLY OWNED BY 3 BOYS CAPITAL, LLC AND CHATHAM CAPITAL GROUP, LLC

DEED REFERENCE OF BOOK 18679 PAGE 2332 OF THE WAKE COUNTY REGISTER OF DEEDS
BEING LOCATED IN WHITE OAK TOWNSHIP, WAKE COUNTY

MORE PARTICULARLY AS FOLLOWS:

COMMENCING FROM A POINT, SAID BEING PUBLIC IN THE NORTH CAROLINA GEODETIC SURVEY AS "JORDAN LAKE CORS ARP" (PID DL3891), HAVING NORTH CAROLINA GRID COORDINATES OF NORTHING 739,273.06' AND EASTING 1,989,789.68', THENCE S 59°11'45" E, A GRID DISTANCE OF 42,197.47 FEET, HAVING A COMBINED SCALE FACTOR OF 0.999906162785 TO A POINT; SAID POINT BEING A PARKER KALON NAIL SET AND BEING CE GROUP POINT NUMBER 1, HAVING NC GRID COORDINATES OF NORTHING 717,663.49' AND EASTING 2,026,034.03', THENCE N 79°19'11" W, 519.11 FEET TO A 5/8" IRON PIPE FOUND (IPF), 0.1' BELOW EXISTING GRADE; SAID POINT HEREBY KNOWN AS THE **POINT OF BEGINNING**;

THENCE FROM THE **POINT OF BEGINNING** S 1°51'41" WEST, 262.80 FEET TO A POINT;
THENCE N 88°48'27" W, 482.43 FEET TO A POINT;
THENCE N 1°51'23" E, 262.68 FEET TO A POINT;
THENCE S 88°49'20" EAST, 482.46 FEET TO THE **POINT AND PLACE OF BEGINNING**.

CONTAINING 126,747 SQUARE FEET OR 2.91 ACRES, MORE OR LESS.

LAND DESCRIPTION FOR REZONING

A PORTION OF LAND CURRENTLY OWNED BY FOSTER FARM, LLC

DEED REFERENCE OF BOOK 12222 PAGE 727 OF THE WAKE COUNTY REGISTER OF DEEDS
LOCATED IN WHITE OAK TOWNSHIP, WAKE COUNTY

MORE PARTICULARLY AS FOLLOWS:

COMMENCING FROM A POINT, SAID BEING PUBLIC IN THE NORTH CAROLINA GEODETIC SURVEY AS "JORDAN LAKE CORS ARP" (PID DL3891), HAVING NORTH CAROLINA GRID COORDINATES OF NORTHING 739,273.06' AND EASTING 1,989,789.68', THENCE S 59°11'45" E, A GRID DISTANCE OF 42,197.47 FEET, HAVING A COMBINED SCALE FACTOR OF 0.999906162785 TO A POINT; SAID POINT BEING A PARKER KALON NAIL SET AND BEING CE GROUP POINT NUMBER 1, HAVING NC GRID COORDINATES OF NORTHING 717,663.49' AND EASTING 2,026,034.03', THENCE N 54°00'51" W, 150.13 FEET TO A ¾" IRON PIPE FOUND (IPF), 0.1' BELOW EXISTING GRADE; SAID POINT HEREBY KNOWN AS THE **POINT OF BEGINNING**;

THENCE FROM THE **POINT OF BEGINNING**, N 88°49'20" W, 153.66 FEET TO A POINT;
THENCE N 1°18'27" E, 260.65 FEET TO A POINT;
THENCE WITH A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF N 43°19'26" W, AND A CHORD DISTANCE OF 35.13 FEET TO A POINT;
THENCE N 2°02'41" E, 60.00 FEET TO A POINT;
THENCE S 87°57'19" E, 181.50 FEET TO A POINT;
THENCE S 1°57'44" W, 342.98 FEET TO A POINT; SAID POINT BEING THE **POINT AND PLACE OF BEGINNING**.

CONTAINING 55,145 SQUARE FEET OR 1.27 ACRES, MORE OR LESS.

THE TOWNES AT PARKSIDE

APEX, NC

DEVELOPER: CHARM CITY DEVELOPERS, LLC

APRIL 1, 2024

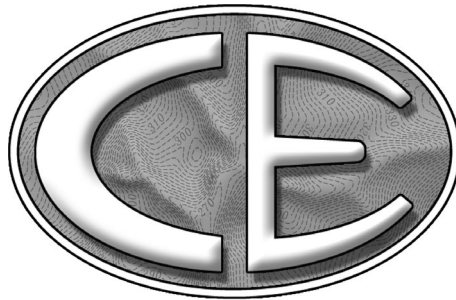
REVISED: JUNE 7, 2024

REVISED: JULY 3, 2024

REVISED: JULY 24, 2024

REVISED: JULY 29, 2024

REVISED: AUGUST 28, 2024



CE GROUP

301 GLENWOOD AVENUE, SUITE 220, RALEIGH, NC 27603

Phone: (919) 367-8790

Liscense # C-1739

SECTION 1: TABLE OF CONTENTS

Section 1:	Table of Contents	1
Section 2:	Vicinity Map	2
Section 3:	Project Data	3
Section 4:	Purpose Statement	3
Section 5:	Permitted Uses	4
Section 6:	Design Controls	4
Section 7:	Architectural Standards	5
Section 8:	Off-Street Parking	6
Section 9:	Signs	6
Section 10:	Natural Resources and Environmental Protection	7
Section 11:	Stormwater Management	7
Section 12:	Parks and Recreation	7
Section 13:	Public Facilities	7
Section 14:	Phasing	8
Section 15:	Construction Traffic	9
Section 16:	Consistency	9
Section 17:	Compliance with UDO	9
Section 18:	Land Use Notes	9
Section 19:	EAB Zoning Conditions	9
Appendix:	Townhome Elevations	12

SECTION 2: VICINITY MAP



SECTION 3: PROJECT DATA

Project Name: The Townes at Parkside

Developer: Charm City Developers, LLC
PO Box 5548
Cary, NC 27512

Prepared By: CE Group, Inc
301 Glenwood Avenue, Suite 220
Raleigh, NC 27603

Designated Point of Contact: Andrew Ross (Charm City Developers, LLC.)

Current and Proposed Zoning:
Current: RR
Proposed: PUD-CZ

Current and Proposed Land Use:
Current: Vacant
Proposed: Residential

Current and Proposed 2045 Land Use Designation:
Current: Medium Density Residential
Proposed: Medium Density Multi-Family Residential

SECTION 4: PURPOSE STATEMENT

The Townes at Parkside is a proposed residential community to be developed under the Town of Apex Ordinance as a Planned Unit Development (PUD). The project consists of several parcels currently owned by 3 Boys Capital, LLC, Chatham Capital Group, LLC and Foster Farms, LLC. Only a portion of the parcel owned by Foster Farms is planned to be rezoned. The project is located north of Beaver Creek and west of Hollands Crossing subdivision and near the Town of Apex's Nature Park. The property is located within the Town of Apex's jurisdiction.

The current zoning is Rural Residential (RR) and is designated as medium density residential (MD) on the Town of Apex 2045 Land Use Plan Map. The proposed PUD is consistent with the use adjacent to it formerly known as Bella Casa – Phase 12. The proposed density is less than 7.0 dwelling units per acre. A perimeter buffer is planned along the entire project.

The proposal to rezone this property to PUD-CZ is in keeping with the Town's objectives to create high quality developments with a small-town feel. The project will have sidewalks on both sides of the streets, providing for a pedestrian friendly environment, with direct access to the Town Nature Park (connectivity via adjacent project). The project will be complimentary with adjoining uses providing high quality residential homes that will enhance the value of the surrounding properties.

SECTION 5: PERMITTED USES

This development will include only residential uses and residential support uses. These uses include the following:

- 1) Townhouse, Attached
- 2) Greenway
- 3) Utility (Minor)

SECTION 6: DESIGN CONTROLS

A. Maximum Density for the Project is 7.0 units per gross acre.

B. Maximum Heights

PIN 0721-57-2670: Proposed Maximum Height of Buildings is 40', Maximum Stories is three (3).

PIN 0721-58-5231: Proposed Maximum Height of Buildings is 36', Max Stories is three (3).

C. Minimum Building Setbacks

Front Yard:	15'
Side Yard (End Units):	5'
Corner Side Yard:	10'
Rear Yard:	10'
Driveways from Sidewalk to Garage:	20'
Building (Side to Side):	10'
Building (Side to Rear):	25'
Building (Rear to Rear):	30'

D. Percentage of Impervious Area Will not Exceed 65% for Entire Project

E. Perimeter Buffers

Adjacent to PIN 0721-58-5231	20' Type B
Adjacent to PIN 0721-48-7120	25' Type B
Adjacent to PIN 0721-47-4087	20' Type B
Adjacent to Hollands Crossings	20' Type B
Adjacent to PIN 0721-57-2354	10' Type B
Adjacent to PIN 0721-57-7321	10" Type B

F. The Project will have at least 30% of the total area in Resource Conservation Area and Landscape Buffers.

G. Lot Size

Minimum	1,400 SF
Average	+/- 1990 SF

SECTION 7: ARCHITECTURAL STANDARDS

The proposed project will have quality architectural standards. Elevations (attached) may include gables, dormers, and varied roof pitches.

- 1) Vinyl and Aluminum siding are not permitted; however vinyl windows, decorative elements and trim are permitted.
- 2) Garage Doors must contain windows, decorative details, or carriage style adornments.
- 3) Entrances for Homes with front facing single-car garages must have a covered porch/stoop area leading to the front door.
- 4) The Garage cannot protrude more than one foot (1') out from the front façade or from the front porch unless it is a side entry garage.
- 5) On corner lots, the side elevation facing the public street shall contain at least three (3) decorative elements such as but not limited to, the following elements:
 - Windows
 - Bay Windows
 - Recessed Windows
 - Decorative Window
 - Trim Around the Windows
 - Wrap Around Porch or Side Porch
 - Two or More Building Materials
 - Decorative Brick/Stone

- Decorative Trim
 - Decorative Shake
 - Decorative Air Vents on Gable
 - Decorative Gable
 - Decorative Cornice
 - Column
 - Portico
 - Balcony
 - Dormer
- 6) All windows on a side elevation shall have decorative trim, shutters, or shall be bay window.
- 7) Roofline cannot be single mass: it must be broken up either horizontally or vertically between every other unit.
- 8) A varied color palette shall be utilized on homes throughout the subdivision to include a minimum of three color families for siding and shall include varied trim, shutter, and accent colors complimenting the siding color.

Proposed Materials:

- 1) Cementitious Siding
- 2) Wood Siding
- 3) Brick
- 4) Stone or Synthetic Stone
- 5) Asphalt and Fiberglass Shingle Roofs
- 6) Metal Accent Roofs
- 7) Additional Building Materials may be included with Administrative Staff Approval

SECTION 8: OFF-STREET PARKING

Each residence will have at least (2) paved parking spaces. The Spaces will either be within an enclosed garage, driveway, or as designated parking pad. Parking and Loading will comply with all applicable requirements of UDO Section 8.3.

SECTION 9: SIGNS

The Developer will submit a master sign plan that shows the location of signage with details at master subdivision phase. Signage for this project will comply with UDO section 8.7.

SECTION 10: NATURAL RESOURCE AND ENVIRONMENTAL PROTECTION

- A. The project is located in the Cape Fear River Basin and drains into Jordan Lake. The project is specifically in the Beaver Creek drainage basin (Primary Watershed Protection Overlay District).
- B. There is FEMA mapped Floodplain within the project limits per FEMA/FIRM Map 3720072100K (7/19/2022). The Floodplain is within the planned open space.
- C. There are no known historic structures within the project limits.
- D. The PUD will dedicate at least 30% of the area within the project for Resource Conservation Area and Landscape Buffer.

SECTION 11: STORMWATER MANAGEMENT

The Project will meet all applicable requirements and standards of Section 6.1 of the Apex UDO. This project will meet all stormwater quantity and quality reduction requirements. The proposed devices will include water quality ponds and other approved measures to treat and control stormwater runoff. The devices will be located within open space areas and be positioned and landscaped to be an amenity for the project. The Property Owners Association will be responsible for maintaining and operationing these features.

SECTION 12: PARKS AND RECREATION

The Master Plan for Parks, Recreation, Cultural Resources, Greenways and Open Space shows the proposed Beaver Creek Greenway in the vicinity of the rezoned parcels but not actually on the parcels. The project falls under Section 14.1.2 Exemptions so it was not reviewed by the Parks, Recreation and Cultural Resources (PRCR) Advisory Commission and a fee-in-lieu of dedication will be provided for the +/- 29 residential townhome units proposed for this project. Beaver Creek Greenway constructed off-site by this project will be credited against the fees-in-lieu owed. The final location of the off-site greenway construction and credits will be determined during the master Subdivision Plan and Construction Drawing review and approval. In the case that the off-site greenway is not constructed, only a fee-in-lieu will be applied for the project.

SECTION 13: PUBLIC FACILITIES

All proposed roadway infrastructure and right-of-way dedications shall be consistent with the Town of Apex Comprehensive Transportation Plan and Bicycle and Pedestrian System Plan in effect at the time of development approval.

Access: Access to these two parcels will be from the extension of Kinship Lane as well as the future extension of Hammocks Beach Trail across Beaver Creek from the existing Bella Casa subdivision. Both extensions are Minor Collector roads within a 60' ROW. The Hammocks Beach Trail extension shall be constructed with a 10' wide sidepath. These extensions shall be noted on the Master Subdivision Plan submission as well as the Construction Plan submission. The Hammocks Beach Trail extension and Kinship Lane extension shall be complete per the plan submissions prior to the issuance of the first Master Subdivision Plat.

Pedestrian Connectivity: Sidewalks will be constructed on both sides of all internal streets.

Water and Sewer: Water will be extended to the project off of Tobacco Farm Drive. A sewer outfall is located adjacent to Beaver Creek within the project limits.

Developer shall construct all water and sewer infrastructure for any specific phase prior to approval of the final plat for that specific phase.

Road Improvements: RFK Engineers has completed a traffic study for the project and has recommended that no off-site improvements are needed.

Stub streets shall be provided to land locked properties and in locations that will promote connectivity and access as determined in coordination with staff through the site planning process. General locations are shown on the Layout Plan with arrows.

Offsite Improvement: Prior to Master Subdivision Plat, developer shall install sidewalk a minimum of 5-ft in width along the Kinship Lane frontage of REID 0232492 provided sufficient right-of-way exists for such installation. This condition shall not require developer to obtain additional easements from third parties.

SECTION 14: PHASING

The project will be developed in two (2) phases. The first phase will be the +/- 10 lots on the portion of PIN 0721585231 and the second phase will be the +/- 19 lots on PIN 0721572670.

SECTION 15: CONSTRUCTION TRAFFIC

The parcels that are noted in this rezoning application will be accessed for construction via Kinship Lane and Hammocks Beach Trail, either through permanent or temporary means, to be determined at the time of Master Subdivision Plan and/or Construction Drawing submission.

SECTION 16: CONSISTENCY

The 2045 Land Plan identifies this location as Medium Density Residential. The project, as proposed, complies with the objectives by providing townhomes. The proposed designation for Medium Density Residential allows for single-family homes, duplexes, and townhomes with densities no more than seven (7) dwelling units per acre. The projects overall density is 6.95 units/AC. The Town of Apex has already identified this area for both water and sewer service. Both Water and Sewer Infrastructure are nearby.

SECTION 17: COMPLIANCE WITH UDO

The proposed plans for the Project are in compliance with the Town's UDO.

SECTION 18: LAND USE NOTES

The project will require the formation of a Property Owners Association which will handle the maintenance and ownership of common areas, RCA, buffers, recreation facilities, and stormwater quality features.

SECTION 19: EAB ZONING CONDITIONS

1. Install signage near environmentally sensitive areas in order to reduce pet waste and excess nutrient inputs near Stormwater Control measure (SCM) drainage areas. The project shall install one (1) sign per SCM to reduce pet waste and prohibit fertilizer, in locations that are publically accessible, such as adjacent to amenity centers, sidewalks, greenways, or side paths.

2. Preserve existing trees (percentage-based). Numbers shown may be changed based on project. The project shall preserve a minimum of 30% of the existing tree canopy. Where the project abuts adjacent developments, special effort shall be taken to locate the preserved trees adjacent to areas of preserved open space, including but not limited to RCA, perimeter landscape buffers, riparian buffers and/or HOA maintained open space.
3. Increase Bio-Diversity. Plant pollinator friendly flora. Provide diverse and abundant pollinator and bird food sources (e.g. Snectar, pollen, and berries from blooming plants) that bloom in succession from spring to fall. The project shall ensure that 100% of the landscaping shall be native species, which shall provide diverse and abundant pollinator and bird food sources. Special attention shall be paid to providing diverse and abundant pollinator and bird food sources, including plants that bloom in succession from spring to fall. Landscaping shall be coordinated with and approved by the Planning Department at site or subdivision review.
4. Increase the the number of native trees and shrubs. The project shall increase biodiversity within the perimeter buffers, common owned open space and other landscape areas by providing a variety of native and adaptive species for the canopy, understory and shrub levels. A minimum of 100% of the species selected shall be native or a native of North Carolina.
5. Reduce impacts to Resource Conservation Areas (RCAs). The project shall install signage adjacent to wooded or natural condition Resource Conservation Areas. The signage shall indicate that the area is RCA and is to be preserved in perpetuity and not disturbed.
6. Encourage the proper disposal of pet waste to reduce environmental impacts. Numbers shown may be changed based on project. The project shall install at least one (1) pet waste station per 25 residential units throughout the community in locations that are publicly accessible, such as adjacent to amenity centers, SCMs, sidewalks, greenways or side paths. If there fewer than 25 homes, at least one (1) pet waste station shall be installed.
7. Include solar conduit in building design. All homes shall be pre-configured with conduit for a solar energy system.

8. Increase design storm for retention basin in flood-prone areas. The UDO requires that treatment for the first 1-inch of runoff will be provided such that the removal of 85% Total Suspended Solids is achieved. Each option is intended to be used as an improvement to the minimum UDO requirements. If an area is already required to mitigate the 25-year storm, option b should not be selected. Post development peak runoff shall not exceed pre-development peak runoff for the 24-hour, 1-year, 10-year, and 25-year storm events in accordance with the Unified Development Ordinance.
9. Install signage near environmental sensitive areas in order to reduce pet waste and excess nutrient inputs near Stormwater Control Measure (SCM) drainage areas. The project shall install one (1) sign per SCM to reduce pet waste and prohibit fertilizer, in locations that are publicly accessible, such as adjacent to amenity_centers, sidewalks, greenways, or side paths.

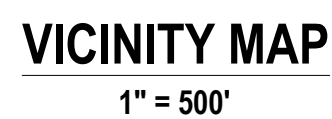


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CONTACT: JOE FAULKNER, RLA, ASLA
EMAIL: JOE@CEGROUPINC.COM

REVISED: JULY 29, 2024

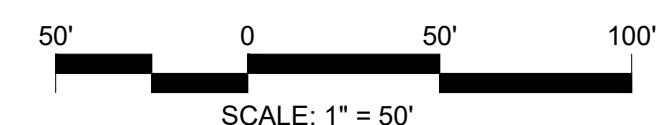


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3. THE MAINTENANCE OF RCA, LANDSCAPE BUFFERS, COMMON AREAS AND THE STORMWATER DEVICES SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION.
4. ALL INTERNAL PUBLIC STREETS SHALL HAVE 50 FEET OF RIGHT-OF-WAY, 27 FEET OF CURB AND ASPHALT WITH SIDEWALKS ON BOTH SIDES.
5. THE FUTURE LOCATIONS FOR WATER AND SEWER MAINS ARE APPROXIMATE AND SHALL BE DESCRIBED IN MORE DETAIL AT THE TIME OF MASTER PLANS, THESE UTILITY LOCATIONS ARE ILLUSTRATIVE TO SHOW CONNECTIONS AND SIZING.
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8. INSTALLATION OF SILT FENCE SHALL MAINTAIN 3' OF CLEARANCE AROUND FIRE HYDRANTS.
9. CONTACT FOR TOWN OF APEX ELECTRIC UTILITIES IS RODNEY SMITH AT 919-249-3342.
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11. WETLAND AND BUFFER DELINEATION CALLS PER ACOE FIELD MEETING 11/2013 AND TOWN OF APEX FIELD REVIEW PROJECT 17-009.

1	COVER SHEET
2	EXISTING CONDITIONS
3	PRELIMINARY OVERALL LAYOUT PLAN
4	PRELIMINARY LAYOUT PLAN
5	PRELIMINARY UTILITY PLAN
6	PRELIMINARY STORMWATER MANAGEMENT PLAN

NAME OF PROJECT	THE TOWNES AT PARKSIDE
PREPARER'S CONTACT INFORMATION	CE GROUP, INC 301 GLENWOOD AVE. SUITE 220 RALEIGH, NC 27603 PHONE: 919.367.8790 CONTACT: MITCH CRAIG, PE EMAIL: MITCH@CEGROUPINC.COM
OWNERS CONTACT INFORMATION	PIN# 0721585231 FOSTER FARM LLC 2435 OLIVE CHAPEL RD APEX NC 27502-8514 PIN# 0721572670 3 BOYS CAPITAL LLC CHATHAM CAPITAL GROUP LLC 1108 N WELLSBURG PL APEX NC 27502
DEVELOPER'S CONTACT INFORMATION	CHARM CITY DEVELOPERS, LLC PO BOX 5548 CARY, NC 27512 PHONE: (919) 703-6203 CONTACT: ANDY ROSS EMAIL: ANDREW.ROSS@FLOYDDEVELOPMENT.COM
CURRENT 2045 LAND USE MAP DESIGNATION	MEDIUM DENSITY RESIDENTIAL
PROPOSED 2045 LAND USE MAP DESIGNATION	MEDIUM DENSITY RESIDENTIAL
AREA OF TRACT(s)	PIN# 0721585231 ±1.26 AC PIN# 0721572670 ±2.91 AC TOTAL AREA: ±4.17 AC
EXISTING ZONING	RR (WAKE COUNTY)
PROPOSED ZONING	PLANNED UNIT DEVELOPMENT CONDITIONAL ZONING (PUD-CZ)
PROPOSED USE	RESIDENTIAL
MAXIMUM BUILT UPON AREA (IMPERVIOUS)	65% FOR ENTIRE PROJECT
DENSITY (IN MEDIUM DENSITY)=	<7 DU/ACRE
LOT WIDTH	±22' - ±29' (VARIES PER PRODUCT TYPE)
LOT SIZE (AVERAGE / MINIMUM)	(1,917 SF / NA)
SETBACKS	SEE PUD DOC SECTION 6 SHEET 4
BUILDING HEIGHT	42' MAX, 3 STORY MAX
RESOURCE CONSERVATION AREA (AREA) REQUIRED	UDO SECTION 8.1.2(C)(3)
RESOURCE CONSERVATION AREA (AREA) PROVIDED	±30%
WATERSHED PROTECTION OVERLAY DISTRICT	PRIMARY
HISTORIC STRUCTURES	NONE IDENTIFIED
FEMA FLOODMAP #	3720072100J, DATED: 05/02/2006
INCLUDE THE RECOMMENDATION FROM THE PARKS AND RECREATION ADVISORY BOARD.	-



**PRELIMINARY DRAWING -
NOT FOR CONSTRUCTION**

**ALL CONSTRUCTION TO BE IN ACCORDANCE WITH
ALL NCDOT STANDARDS AND THE TOWN OF APEX'S
STANDARDS AND SPECIFICATIONS**

[illegible]

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www.cegroupinc.com

License # C-1739



THE TOWNES at PARKSIDE
REZONING PETITION
COVER SHEET

APEX, NORTH CAROLINA

Date: 04/01/2024

Scale: 1" = 50'

Drawn:
JCH / BWM

Checked:
JMC

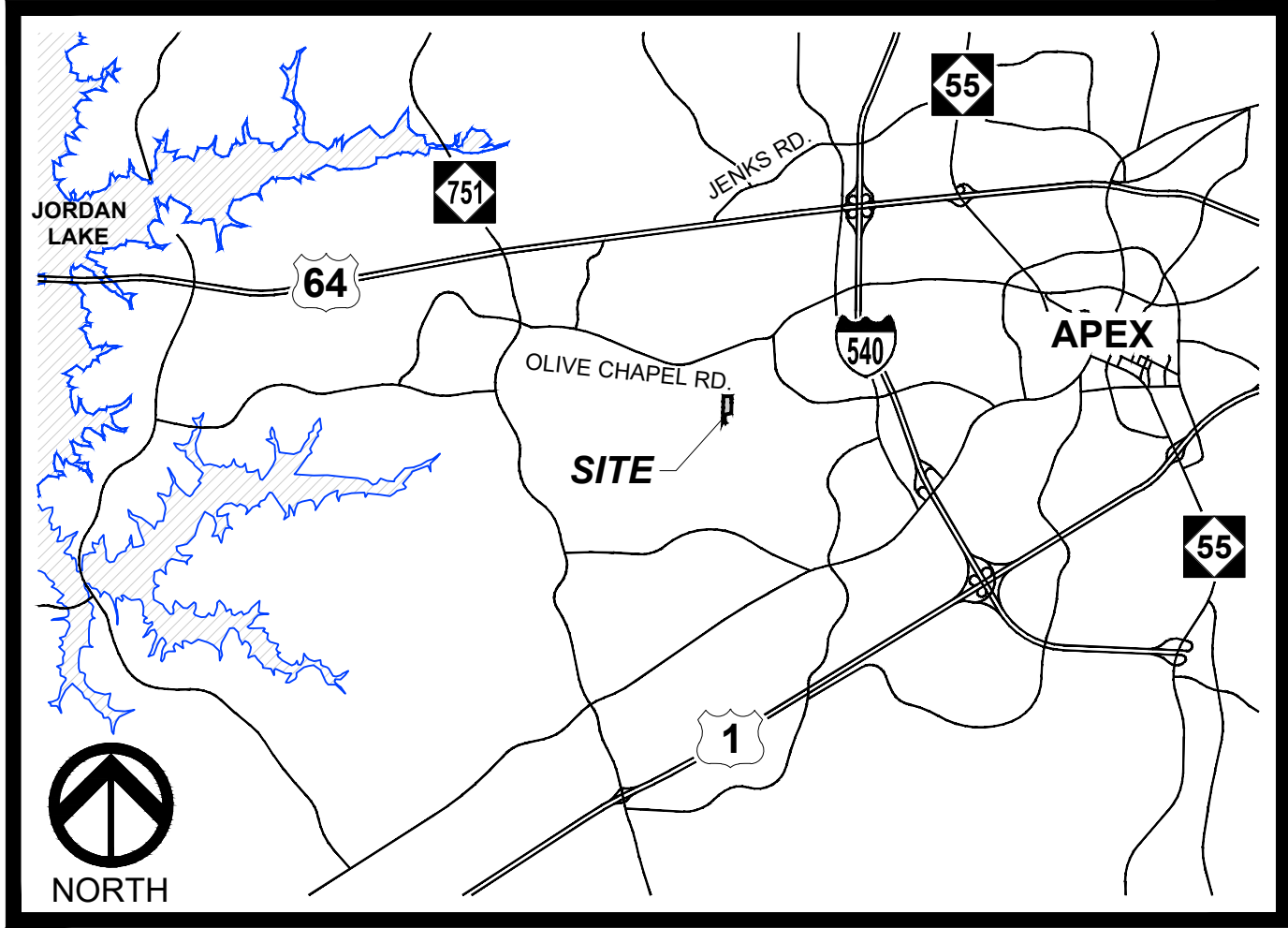
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VICINITY MAP
NTS

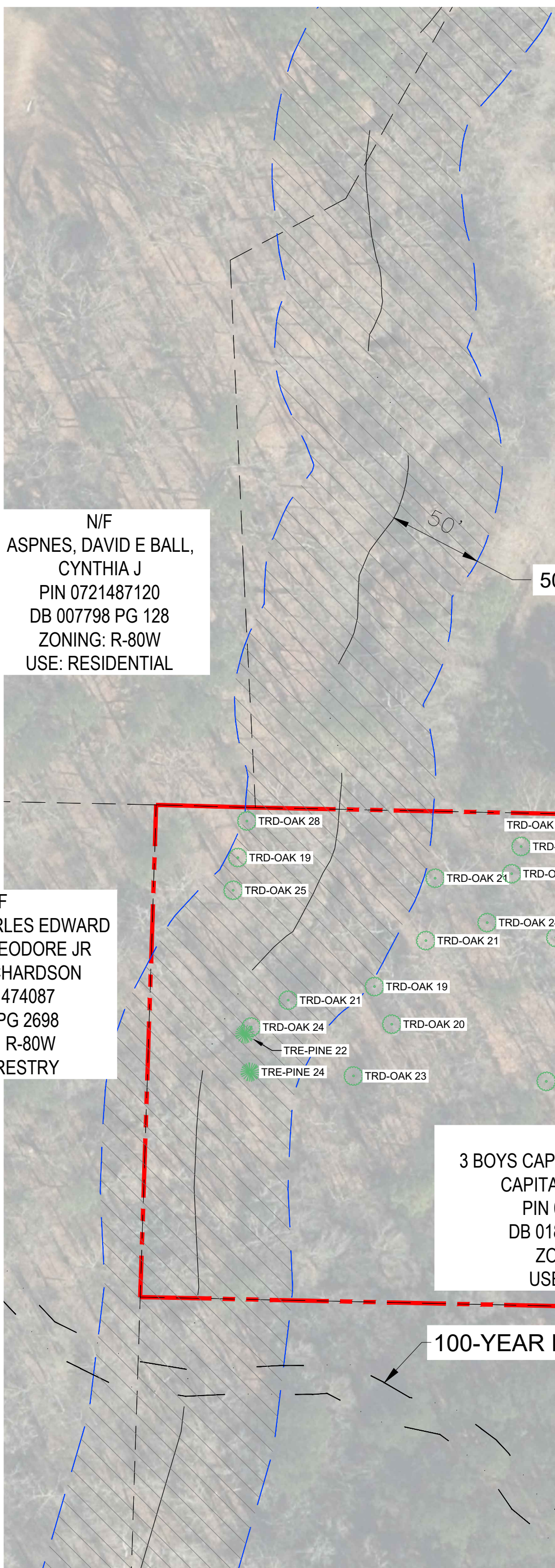
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ILLUSTRATIVE USE ONLY



ADJOINING PROPERTY OWNERS

1 N/F CORKER, JEFFREY P CORKER, KARI T PIN 0721589173 DB 012135 PG 454 ZONING: MD USE: RESIDENTIAL	4 N/F CALLAHAN, MICHAEL F CALLAHAN, NANCY M PIN 0721579865 DB 014538 PG 2338 ZONING: MD USE: RESIDENTIAL	7 N/F FU, ANBANG LI, QIN PIN 0721579666 DB 017620 PG 1634 ZONING: MD USE: RESIDENTIAL
2 N/F BRANCH, BONNIE L PIN 0721579979 DB 007623 PG 163 ZONING: MD USE: RESIDENTIAL	5 N/F MILLICAN, MICHELE L PIN 0721579778 DB 011222 PG 2524 ZONING: MD USE: RESIDENTIAL	8 N/F MACKALL, JOHN WILLIAM MACKALL, SARA ELIZABETH PIN 0721579557 DB 017846 PG 496 ZONING: MD USE: RESIDENTIAL
3 N/F ROTH, RYAN ROTH, LISA PIN 0721579972 DB 015758 PG 1291 ZONING: MD USE: RESIDENTIAL	6 N/F COSTAIN, ROBERTA A PIN 0721579771 DB 015937 PG 1560 ZONING: MD USE: RESIDENTIAL	9 N/F RODEN, MARY-BETH RODEN, MATTHEW PIN 0721670512 DB 017665 PG 139 ZONING: MD USE: RESIDENTIAL

N/F
ASPNES, DAVID E BALL,
CYNTHIA J
PIN 0721487120
DB 007798 PG 128
ZONING: R-80W
USE: RESIDENTIAL

N/F
WALDEN, CHARLES EDWARD
WALDEN, THEODORE JR
MILTON RICHARDSON
PIN 0721474087
DB 14-E PG 2698
ZONING: R-80W
USE: FORESTRY

N/F
3 BOYS CAPITAL LLC CHATHAM
CAPITAL GROUP LLC
PIN 0721572670
DB 018678 PG 2332
ZONING: RR
USE: VACANT

N/F
HOLLAND, BRUCE T SR
JOHNSON, SHEILA H
PIN 0721572354
DB 21-E PG 1170
ZONING: RR
USE: VACANT

N/F
FOSTER FARM LLC
PIN 0721585231
DB 012222 PG 727
ZONING: RR / R-80W
USE: INDUSTRIAL

N/F
PEAK PROPERTY GROUP LLC
PIN 0721577321
DB 014650 PG 2278
ZONING: PUD-CZ (14C210)
USE: VACANT

Point Table				
Point #	Raw Description	Elevation	Northing	Easting
20064	TRD-OAK 48	272.299	717622.6605	2025248.2120
20000	TRD-OAK 61	324.745	718088.4755	2025922.3220
20008	TRD-OAK 22	310.458	717826.8765	2025913.5860
20065	TRD-OAK 23	268.911	717625.5275	2025145.4120
20001	TRD-OAK 18	336.027	718075.9255	2025929.3630
20009	TRD-OAK 23	296.129	717760.5545	2025572.1030
20066	TRD-OAK 24	280.037	717651.6455	2025090.9070
20002	TRE-PINE 26	333.382	718037.6415	2025933.2680
20003	TRE-OAK 21	325.232	717939.4625	2025918.1310
20067	TRE-PINE 22	286.095	717647.9545	2025087.5090
20004	TRD-OAK 20	319.747	717902.7785	2025919.9710
20007	TRD-OAK 21	305.979	717856.5325	2025916.9630
20010	TRD-OAK 19	295.008	717778.5115	2025547.4530
20011	TRD-OAK 33	312.692	717765.0115	2025539.3090

Point Table				
Point #	Raw Description	Elevation	Northing	Easting
20012	TRE-PINE 24	309.996	717744.4695	2025490.0490
20013	TRD-OAK 21	315.375	717725.4125	2025498.7450
20014	TRE-OAK 22	318.684	717749.8755	2025492.4800
20015	TRD-OAK 19	311.362	717754.3265	2025486.9690
20016	TRE-OAK 33	322.920	717762.3985	2025499.4900
20017	TRD-OAK 22	307.708	717751.7165	2025452.2060
20018	TRD-OAK 21	306.689	717707.1045	2025489.7940
20019	TRD-OAK 24	316.030	717700.3455	2025499.6850
20020	TRD-OAK 23	309.133	717714.4085	2025460.1460
20021	TRD-OAK 19	303.251	717716.1375	2025454.5830
20022	TRE-PINE 24	326.727	717707.5335	2025446.9050
20023	TRD-OAK 27	327.141	717747.5465	2025446.5530
20024	TRD-OAK 25	328.517	717750.3845	2025414.2080
20025	TRD-OAK 20	316.495	717740.9885	2025373.0040

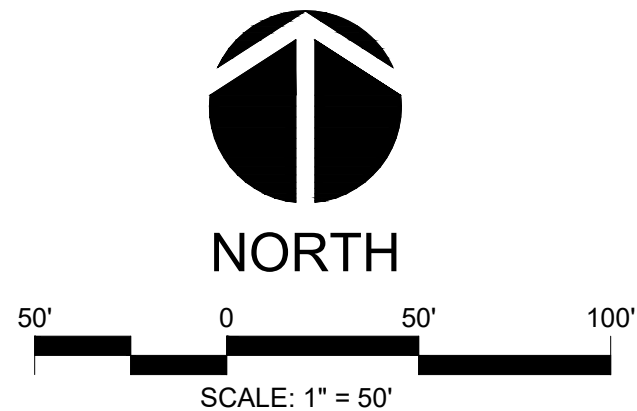
Point Table				
Point #	Raw Description	Elevation	Northing	Easting
20026	TRD-OAK 20	333.568	717738.7245	2025370.0900
20027	TRE-PINE 24	310.825	717759.3545	2025365.1300
20028	TRD-OAK 34	307.915	717758.4585	2025326.3390
20029	TRE-PINE 20	307.253	717758.0285	2025329.3400
20030	TRE-PINE 24	300.728	717758.8605	2025307.8820
20031	TRE-PINE 18	287.700	717744.3755	2025287.8690
20032	TRD-OAK 18	316.239	717756.0375	2025281.6720
20033	TRD-OAK 24	288.165	717747.9355	2025234.8080
20034	TRD-OAK 28	284.494	717761.5215	2025088.6490
20035	TRD-OAK 19	265.870	717742.0135	2025083.7890
20036	TRD-OAK 25	270.667	717724.5625	2025081.3210
20037	TRD-OAK 21	278.468	717730.9835	2025188.9840
20038	TRD-OAK 19	299.639	717733.3875	2025229.7340
20039	TRE-PINE 22	296.976	717748.6155	2025289.0850

Point Table				
Point #	Raw Description	Elevation	Northing	Easting
20040	TRD-OAK 19	318.833	717742.3035	2025341.7180
20041	TRD-OAK 23	291.240	717639.9555	2025482.8250
20042	TRD-OAK 60	307.874	717667.3825	2025468.6090
20043	TRD-OAK 20	304.506	717688.7265	2025456.3990
20044	TRD-OAK 19	337.463	717678.9065	2025416.1520
20045	TRD-OAK 24	302.362	717674.2185	2025362.8460
20046	TRD-OAK 23	288.147	717709.1185	2025336.1510
20047	TRD-OAK 21	308.073	717717.6265	2025308.8010
20048	TRD-OAK 26	308.196	717683.5965	2025289.6170
20051	TRD-OAK 25	288.107	717699.3665	2025253.3030
20052	TRD-OAK 24	288.620	717707.3195	2025216.6570
20053	TRD-OAK 19	305.113	717673.2035	2025156.6190
20054	TRD-OAK 21	340.760	717697.7125	2025114.0050
20055	TRD-OAK 21	271.101	717665.9465	2025110.6440

Point Table				
Point #	Raw Description	Elevation	Northing	Easting
20056	TRD-OAK 20	289.285	717653.1665	2025165.8530
20057	TRD-OAK 19	291.437	717661.5425	2025338.5690
20058	TRD-OAK 25	311.842	717644.1975	2025383.8820
20059	TRD-OAK 29	292.963	717609.3415	2025422.3410
20060	TRD-OAK 30	311.724	717633.0595	2025375.9530
20061	TRD-OAK 22	295.695	717627.6035	2025360.0790
20062	TRE-PINE 25	310.390	717630.9705	2025261.6010
20063	TRD-OAK 21	288.232	717612.5765	2025264.8180
20068	TRE-PINE 24	297.334	717627.7045	2025090.3330
20069	TRD-OAK 23	308.084	717596.9025	2025466.6160

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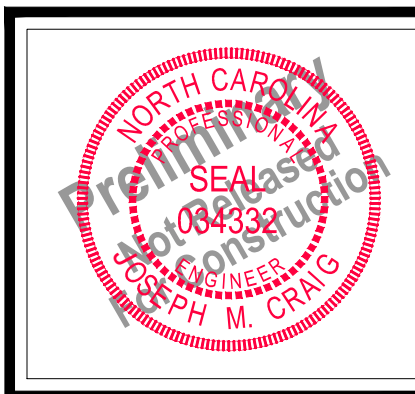
REVISIONS		DATE
4	PHASING REVISION	07-29-2024
3	REVISIONS PER AFDX TRC COMMENTS	07-24-2024
2	REVISIONS PER AFDX TRC COMMENTS	07-03-2024
1	REVISIONS PER AFDX TRC COMMENTS	06-07-2024

CE GROUP

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RALEIGH, NC 27603
PHONE: 919-367-8790
FAX: 919-322-0032

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License # C-1739



THE TOWNES at PARKSIDE
REZONING PETITION
EXISTING CONDITIONS

APEX, NORTH CAROLINA

Date: 04/01/2024

Scale: 1" = 50'

Drawn: JCH / BWM

Checked: JMC

Project No: 127-324

Computer Dwg. Name: 127-324 - RZ TB

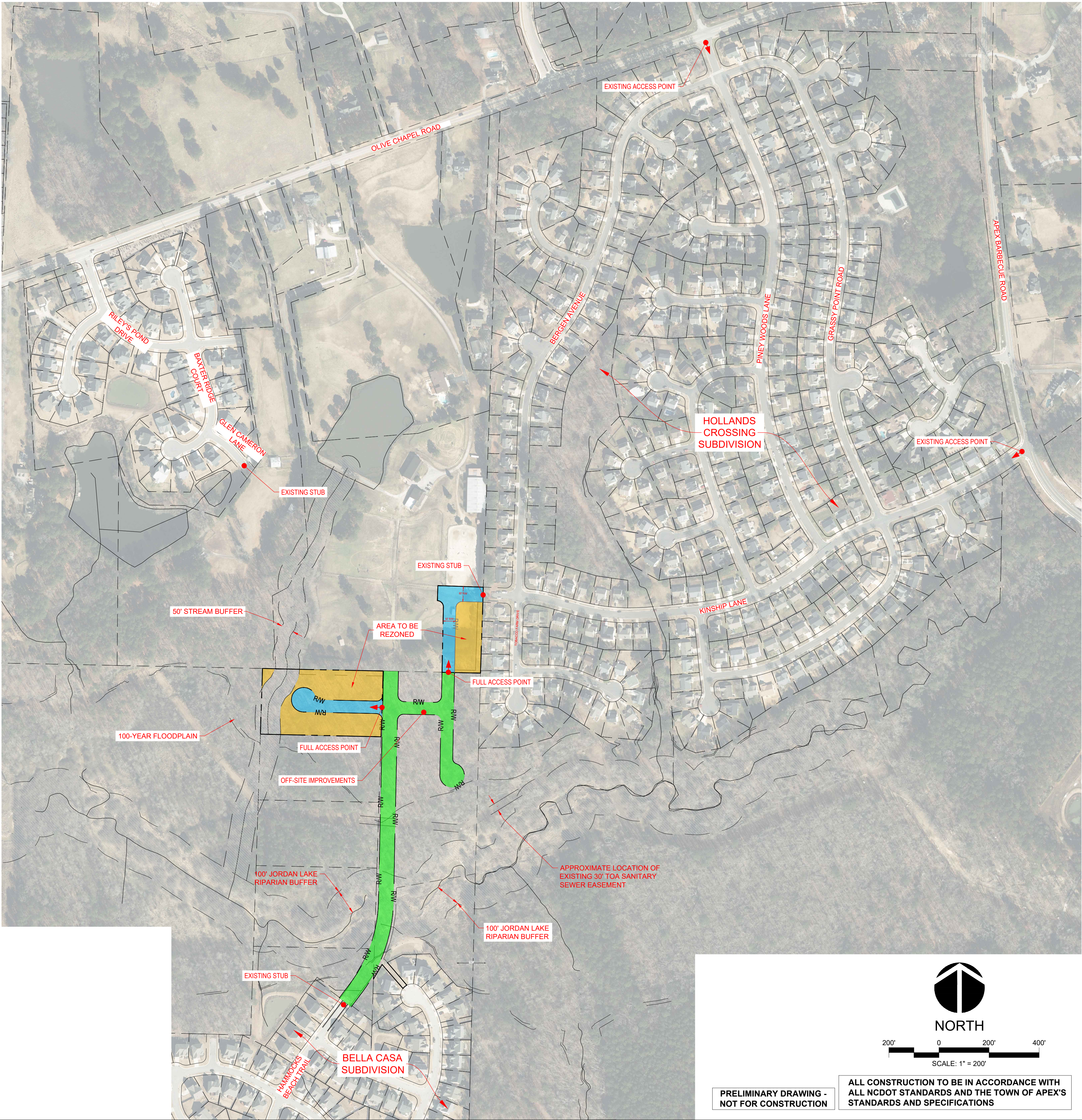
Sheet No: 2

TOWN REQUIRED PUD NOTES:

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3. ALL REQUIRED SITE ELEMENTS SHOWN WITHIN A PARTICULAR PHASE MUST BE INSTALLED BEFORE A FINAL CERTIFICATION OF OCCUPANCY MAY BE ISSUED FOR ANY BUILDING WITHIN THAT PHASE.
4. NO SIGNS ARE APPROVED AS PART OF A PUD-CZ PLAN APPROVAL. A SEPARATE SIGN PERMIT MUST BE OBTAINED.
5. ONCE ANNEXED INTO TOWN LIMITS THE CEMETERY CANNOT BE REMOVED.

GENERAL NOTES:

1. THE SECTION AND PHASE AREAS ARE APPROXIMATE AND MAY CHANGE AT THE TIME OF MASTER PLAN APPROVAL.
2. FUTURE ROADWAY CONNECTIONS ARE SHOWN TO DEMONSTRATE CONNECTIVITY FOR THE OVERALL PROJECT BUT THEY MAY CHANGE AT THE TIME OF MASTER PLAN APPROVAL.
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8. INSTALLATION OF SILT FENCE SHALL MAINTAIN 3' OF CLEARANCE AROUND FIRE HYDRANTS.
9. CONTACT FOR TOWN OF APEX ELECTRIC UTILITIES IS RODNEY SMITH AT 919-249-3342.
10. WATER AND SEWER IMPROVEMENTS: DEVELOPER SHALL CONSTRUCT ALL WATER AND SEWER INFRASTRUCTURE FOR ANY SPECIFIC PHASE PRIOR TO APPROVAL OF THE FINAL PLAT FOR THAT SPECIFIC PHASE.
11. WETLAND AND BUFFER DELINEATION CALLS PER ACOE FIELD MEETING 11/20/13 AND TOWN OF APEX FIELD REVIEW PROJECT 17-009.



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NO.	REVISIONS	DATE
4	PHASING REVISION	07-29-2024
3	REVISIONS PER AFDX TRC COMMENTS	07-24-2024
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THE TOWNES at PARKSIDE
REZONING PETITION
PRELIMINARY OVERALL LAYOUT PLAN

APEX, NORTH CAROLINA

Date: 04/01/2024

Scale: 1" = 200'

Drawn: JCH / BWM

Checked: JMC

Project No. 127-324

Computer Dwg. Name 127-324 - R2 TB

Sheet No:

3

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N/F
ASPINES, DAVID E BALL,
CYNTHIA J
PIN 0721487120
DB 007798 PG 128
ZONING: R-80W
USE: RESIDENTIAL

N/F
WALDEN, CHARLES EDWARD
WALDEN, THEODORE JR
MILTON RICHARDSON
PIN 0721474087
DB 14-E PG 2698
ZONING: R-80W
USE: FORESTRY

N/F
HOLLAND, BRUCE T SR
JOHNSON, SHEILA H
PIN 0721572354
DB 21-E PG 1170
ZONING: RR
USE: VACANT

N/F
FOSTER FARM LLC
PIN 0721585231
DB 012222 PG 727
ZONING: RR / R-80W
USE: INDUSTRIAL

N/F
PEAK PROPERTY GROUP LLC
PIN 0721577321
DB 014650 PG 2278
ZONING: PUD-CZ (14C210)
USE: VACANT

SITE DATA	
TOTAL PROJECT AREA	4.17 ACRES
MAX. DENSITY - RESIDENTIAL SECTIONS	N/A
RCA / LANDSCAPE BUFFER AREA REQUIRED	1.25 ACRES (30%)
RCA / LANDSCAPE BUFFER AREA PROVIDED	1.25 ACRES (30%)
WATERSHED PROTECTION OVERLAY DISTRICT	PRIMARY
DESIGNED 100-YEAR FEMA FLOODPLAIN	NO
PUBLIC RECREATION REQUIREMENT FEE-IN-LIEU	TOWNHOMES

ADJOINING PROPERTY OWNERS

1	N/F CORKER, JEFFREY P CORKER, KARI T PIN 0721589173 DB 012135 PG 454 ZONING: MD USE: RESIDENTIAL	4	N/F CALLAHAM, MICHAEL F CALLAHAM, NANCY M PIN 0721579865 DB 014538 PG 2338 ZONING: MD USE: RESIDENTIAL	7	N/F FU, ANBANG LI, QIN PIN 0721579666 DB 017620 PG 1634 ZONING: MD USE: RESIDENTIAL
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RCA AREAS

TOTAL TRACT AREA	4.17 ACRES
RCA REQUIRED	1.25 ACRES (30%)
RCA PROVIDED	
RCA 1 - STREAM BUFFERS	0.57 ACRES
RCA 2 - INDIVIDUAL SIGNIFICANT TREES	0.04 ACRES
RCA 3 - PERIMETER BUFFERS	0.44 ACRES
RCA 4 - OFF-SITE RCA (PIN 0721-57-7321)	0.20 ACRES
TOTAL RCA PROVIDED	1.25 ACRES



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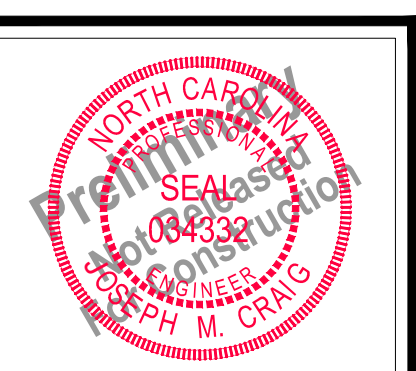
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THE TOWNES at PARKSIDE
REZONING PETITION
PRELIMINARY LAYOUT PLAN

APEX, NORTH CAROLINA

Date:	04/01/2024
Scale:	1" = 50'
Drawn:	JCH / BWM
Checked:	JMC
Project No:	127-324
Computer Dwg. Name:	127-324 - R2 TB

Sheet No:

3

GENERAL NOTES:

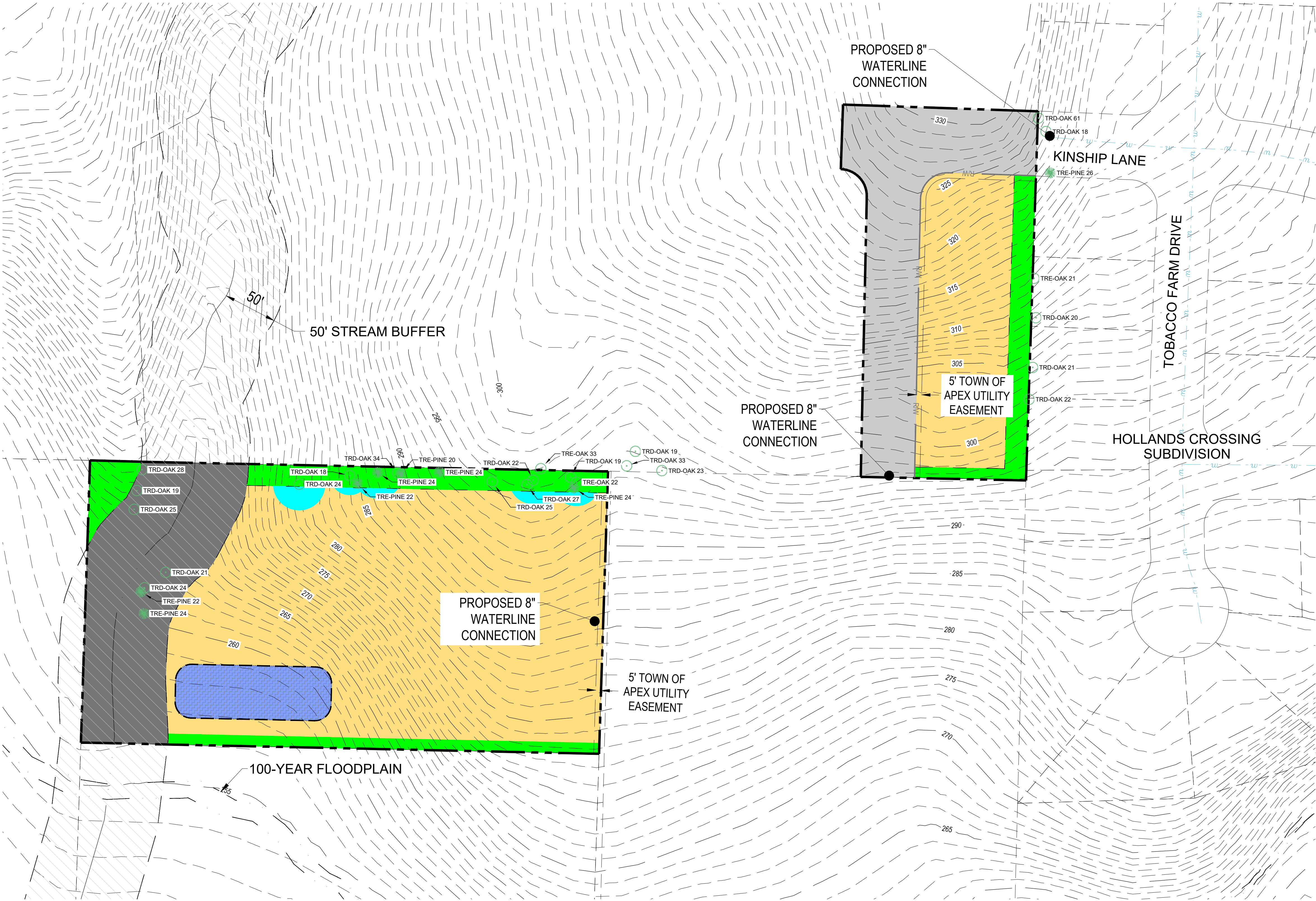
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3. ALL REQUIRED SITE ELEMENTS SHOWN WITHIN A PARTICULAR PHASE MUST BE INSTALLED BEFORE A FINAL CERTIFICATION OF OCCUPANCY MAY BE ISSUED FOR ANY BUILDING WITHIN THAT PHASE.
4. NO SIGNS ARE APPROVED AS PART OF A PUD-CZ PLAN APPROVAL. A SEPARATE SIGN PERMIT MUST BE OBTAINED.

Note: All development / rezoning plans must meet the new / current Town of Apex master water and sewer plans. Rezoning plans do not guarantee the utility location, alignments, and design for Town approval. Utility designs will be subject to change until construction designs are approved.

**PLAN SHEETS ARE
INTENDED FOR
ILLUSTRATIVE USE ONLY**

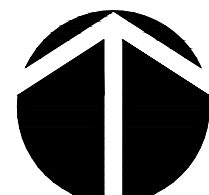


UTILITY NOTES:

ALL DEVELOPMENT/REZONING PLANS MUST MEET THE NEW/CURRENT TOWN OF APEX MASTER WATER AND SEWER PLANS. REZONING PLANS DO NOT GUARANTEE THE FINAL UTILITY LOCATION, ALIGNMENTS, AND DESIGN FOR TOWN APPROVAL. UTILITY DESIGNS WILL BE SUBJECT TO CHANGE UNTIL CONSTRUCTION DESIGNS ARE APPROVED.

WATER AND SANITARY SEWER: THE PROJECT WILL BE SERVED BY EXTENSIONS OF THE PUBLIC WATER AND SEWER SYSTEMS OF THE TOWN OF APEX.

ELECTRICITY
THE PROJECT WILL BE SERVED BY THE ELECTRICAL SYSTEM OF THE TOWN OF APEX.



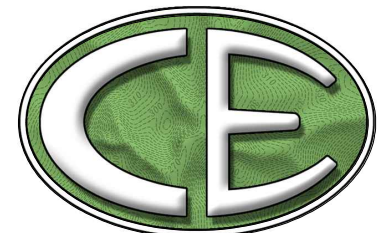
NORTH

50' 0 50' 100'
SCALE: 1" = 50'

PRELIMINARY DRAWING -
NOT FOR CONSTRUCTION

ALL CONSTRUCTION TO BE IN ACCORDANCE WITH
ALL NCDOT STANDARDS AND THE TOWN OF APEX'S
STANDARDS AND SPECIFICATIONS

NO.	REVISIONS	DATE
4	PHASING REVISION	07-29-2024
3	REVISIONS PER AFDX TRC COMMENTS	07-24-2024
2	REVISIONS PER AFDX TRC COMMENTS	07-03-2024
1	REVISIONS PER AFDX TRC COMMENTS	06-07-2024



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**THE TOWNES at PARKSIDE
REZONING PETITION
PRELIMINARY UTILITY PLAN**

APEX, NORTH CAROLINA

Date: 04/01/2024

Scale: 1" = 50'

Drawn: JCH / BWM

Checked: JMC

Project No: 127-324

Computer Dwg. Name: 127-324 - R2 TB

Sheet No:

4

STORMWATER MANAGEMENT

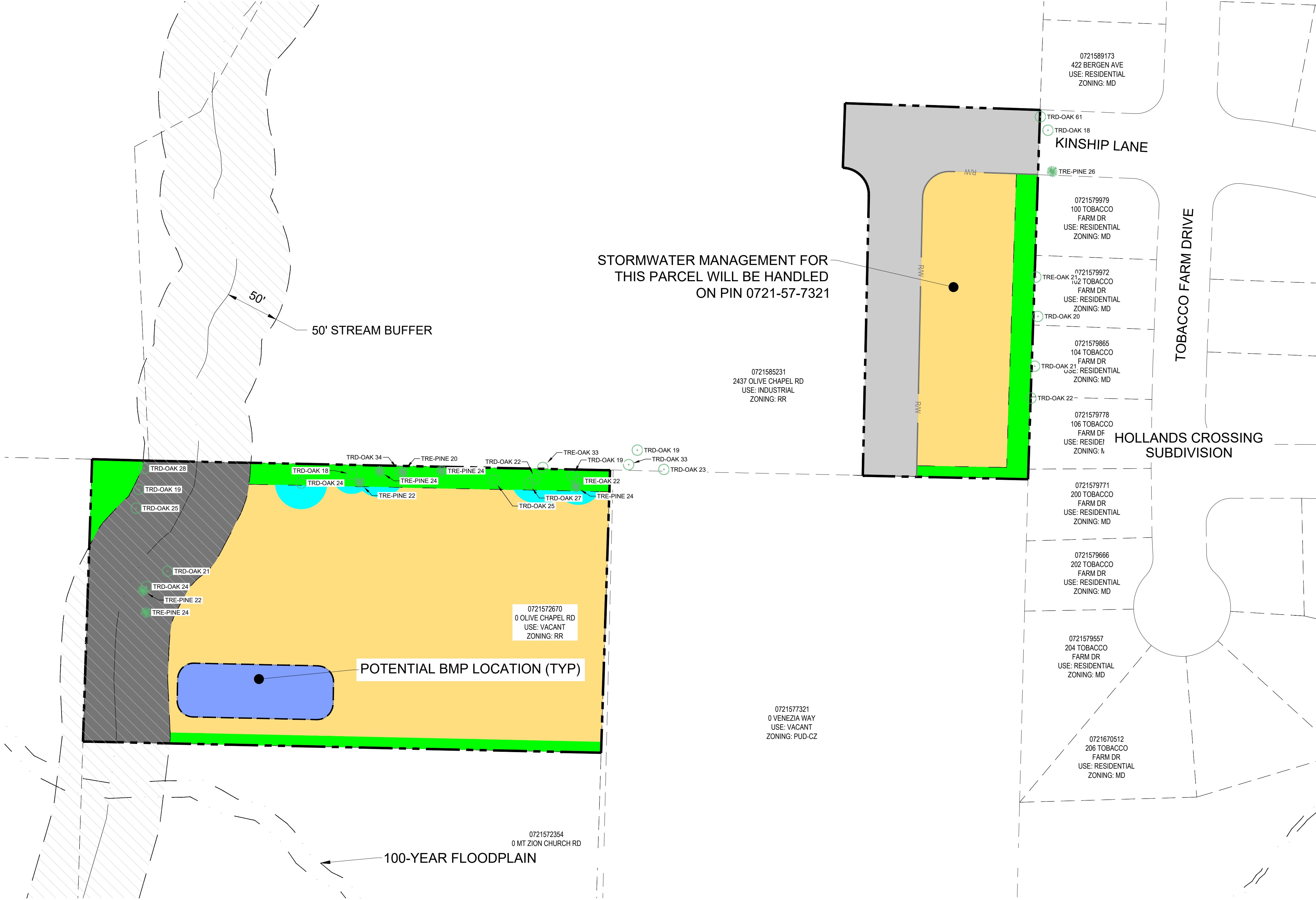
1. THE DEVELOPMENT WILL CONFORM TO ALL APPLICABLE REQUIREMENTS OF THE TOWN OF APEX AND NCDOT REGARDING THE TREATMENT OF STORMWATER QUALITY AND RATE OF DISCHARGE. THE PLAN IS PREDICATED UPON THE USE OF WET DETENTION PONDS, CONSTRUCTED WETLANDS, OR OTHER MEASURES IN DWQ's STORMWATER BEST MANAGEMENT PRACTICES (BMP) MANUAL TO ACHIEVE CONFORMITY TO THE APPLICABLE REQUIREMENTS AND STANDARDS. POTENTIAL BMP LOCATIONS ARE IDENTIFIED ON THIS SHEET. INDIVIDUAL BMP's WILL BE DESIGNED, APPROVED, AND CONSTRUCTED PRIOR TO OR CONCURRENTLY WITH THE INFRASTRUCTURE FOR THE PHASE OR SUB-PHASE OF DEVELOPMENT TO BE SERVED BY THE BMP. CONSTRUCTION PLANS FOR THESE FACILITIES, AS WELL AS THE PROJECT INFRASTRUCTURE, WILL INCLUDE MEASURES TO ENSURE COMPLIANCE WITH ALL APPLICABLE SEDIMENTATION AND EROSION CONTROL REGULATIONS.
2. THE PROJECT IS WITHIN THE GREATER CAPE FEAR RIVER BASIN, AND WHEN ANNEXED WILL BE WITHIN THE PRIMARY WATERSHED PROTECTION OVERLAY DISTRICT. SOME OF THE STREAMS THAT TRAVERSE THE PROPERTIES COMPRISING THE PROJECT ARE DEPICTED ON AN EXHIBIT ENTITLED " FIELD SKETCH MAP" DATED OCTOBER 31, 2013 AND AN EXHIBIT ENTITLED "SKETCH MAP" DATED MAY 18, 2017 AS PREPARED BY S&EC (APPENDED TO THIS DOCUMENT), AND IS REFLECTED ON THIS SHEET. IN ACCORDANCE WITH THE TOWN'S REQUIREMENTS, NO PORTION OF ANY LOT SHALL BE ALLOWED TO ENCR OACH INTO ANY PORTION OF THE RIPARIAN BUFFERS OR FEMA MAPPED FLOODPLAIN.
3. AS DEVELOPMENT PLANS ARE SUBMITTED FOR INDIVIDUAL PHASES OR SUB-PHASES OF DEVELOPMENT, SUCH DEVELOPMENT PLANS SHALL INCLUDE ALL CALCULATIONS, MEASURES, NECESSARY TO DOCUMENT CONFORMITY TO ALL APPLICABLE WATERSHED, RIPARIAN BUFFER, FLOODPLAIN, WETLAND, AND STORMWATER MANAGEMENT REGULATIONS.

TOWN REQUIRED PUD NOTES:

1. PROTECTION FENCING MUST BE PLACED AWAY FROM ANY SAVED TREE ONE FOOT FOR EACH INCH OF TREE CALIPER. PROTECTION FENCING MUST BE PLACED AT LEAST 10 FEET AWAY FROM ANY OTHER DESIGNATED RESOURCE CONSERVATION AREA, SUCH AS BUT NOT LIMITED TO HISTORIC BUILDINGS AND STRUCTURES , WETLANDS, AND PONDS. PROTECTION FENCING MUST BE PLACED ALONG THE OUTSIDE LINE OF THE 100-YEAR FLOODPLAIN, AND THE OUTSIDE EDGE OF ANY RIPARIAN BUFFER. ADDITIONAL PROTECTION FENCING MAY BE REQUIRED IN OTHER LOCATIONS CLOSE TO CONSTRUCTION ACTIVITY WHERE IT IS DEEMED NECESSARY BY THE ZONING ENFORCEMENT OFFICER. SUCH AREAS MAY INCLUDE BUT ARE NOT LIMITED TO COMMON PROPERTY LINES OR NEAR PUBLIC AREAS (SIDEWALKS, ETC)
2. SITE ELEMENTS REQUIRED TO SATISFY RECREATIONAL REQUIREMENTS SUCH AS BUT NOT LIMITED TO PLAY FIELDS AND GREENWAY TRAILS AND ITEMS TYPICALLY ASSOCIATED WITH THEM (BENCHES, TRASH CONTAINERS, SIGNS, ETC.) MUST MEET ANY APPLICABLE STANDARDS FOUND IN THE TOWN OF APEX STANDARD SPECIFICATIONS AND CONSTRUCTION DETAILS AND THE REQUIREMENTS OF THE TOWN OF APEX PARKS AND RECREATION DEPARTMENT.
3. ALL REQUIRED SITE ELEMENTS SHOWN WITHIN A PARTICULAR PHASE MUST BE INSTALLED BEFORE A FINAL CERTIFICATION OF OCCUPANCY MAY BE ISSUED FOR ANY BUILDING WITHIN THAT PHASE.
4. NO SIGNS ARE APPROVED AS PART OF A PUD-CZ PLAN APPROVAL. A SEPARATE SIGN PERMIT MUST BE OBTAINED.

GENERAL NOTES:

1. THE SECTION AND PHASE AREAS ARE APPROXIMATE AND MAY CHANGE AT THE TIME OF MASTER PLAN APPROVAL.
2. FUTURE ROADWAY CONNECTIONS ARE SHOWN TO DEMONSTRATE CONNECTIVITY FOR THE OVERALL PROJECT BUT THEY MAY CHANGE AT THE TIME OF MASTER PLAN APPROVAL.
3. THE MAINTENANCE OF RCA, LANDSCAPE BUFFERS, COMMON AREAS AND THE STORMWATER DEVICES SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION.
4. ALL INTERNAL PUBLIC STREETS SHALL HAVE 50 FEET OF RIGHT-OF-WAY, 27 FEET OF CURB AND ASPHALT WITH SIDEWALKS ON BOTH SIDES.
5. THE FUTURE LOCATIONS FOR WATER AND SEWER MAINS ARE APPROXIMATE AND SHALL BE DESCRIBED IN MORE DETAIL AT THE TIME OF MASTER PLANS. THESE UTILITY LOCATIONS ARE ILLUSTRATIVE TO SHOW CONNECTIONS AND SIZING.
6. CONSTRUCTION VEHICLE PARKING SHALL BE LIMITED TO ONE SIDE OF THE ROAD (OPPOSITE OF FIRE HYDRANTS). SIGNS INDICATING "NO CONSTRUCTION VEHICLES THIS SIDE OF STREET" IN ENGLISH AND SPANISH.
7. ONCE THE FIRST LIFT OF ASPHALT IS PASSABLE BY VEHICLES, TEMPORARY STREET SIGNS ARE REQUIRED.
8. INSTALLATION OF SILT FENCE SHALL MAINTAIN 3' OF CLEARANCE AROUND FIRE HYDRANTS.
9. CONTACT FOR TOWN OF APEX ELECTRIC UTILITIES IS RODNEY SMITH AT 919-249-3342.
10. WATER AND SEWER IMPROVEMENTS: DEVELOPER SHALL CONSTRUCT ALL WATER AND SEWER INFRASTRUCTURE FOR ANY SPECIFIC PHASE PRIOR TO APPROVAL OF THE FINAL PLAT FOR THAT SPECIFIC PHASE.
11. WETLAND AND BUFFER DELINEATION CALLS PER ACOE FIELD MEETING 11/20/13 AND TOWN OF APEX FIELD REVIEW PROJECT 17-009.



PLAN SHEETS ARE
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ILLUSTRATIVE USE ONLY

PRELIMINARY DRAWING -
NOT FOR CONSTRUCTION

ALL CONSTRUCTION TO BE IN ACCORDANCE WITH
ALL NCDOT STANDARDS AND THE TOWN OF APEX'S
STANDARDS AND SPECIFICATIONS

NO.	REVISIONS	DATE
1	REVISIONS PER AFDX REC COMMENTS	06-07-2024
2	REVISIONS PER AFDX REC COMMENTS	07-03-2024
3	REVISIONS PER AFDX REC COMMENTS	07-24-2024
4	PHASING REVISION	07-29-2024

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THE TOWNES at PARKSIDE
REZONING PETITION
PRELIMINARY STORMWATER
MANAGEMENT PLAN

APEX, NORTH CAROLINA

Date:	04/01/2024
Scale:	1" = 50'
Drawn:	JCH / BWM
Checked:	JMC
Project No:	127-324
Computer Dwg. Name:	127-324 - R2 TB

Sheet No:

5

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 10, 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 No. 24CZ13 La Farm Bakery, petitioner, for the property located at 202 South Salem Street (PIN 0742306498).

Approval Recommended?

The Planning Department recommends approval.

Item Details

Rezoning Case No. 24CZ13 was approved at the August 27, 2024 Town Council meeting.

Attachments

- CN13-A1: Statement and Ordinance- Rezoning Case No. 24CZ13- La Farm Bakery 202 S Salem
- CN13-A2: Attachment A- Legal Description- Rezoning Case No. 24CZ13- La Farm Bakery 202 S Salem



STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 0.53 ACRES LOCATED AT 202 SOUTH SALEM STREET OFFICE & INSTITUTIONAL (O&I) TO MIXED OFFICE-RESIDENTIAL-RETAIL-CONDITIONAL ZONING (MORR-CZ)

#24CZ13

WHEREAS, Wilkinson Properties of North Carolina/La Farm Bakery, owners/applicant (the “Applicant”), submitted a completed application for a conditional zoning on the 3rd day of June 2024 (the “Application”). The proposed conditional zoning is designated #24CZ13;

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 #24CZ13 before the Planning Board on the 12th day of August 2024;

WHEREAS, the Apex Planning Board held a public hearing on the 12th day of August 2024, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #24CZ13. A motion was made by the Apex Planning Board to recommend approval; the motion passed unanimously for the application for #24CZ13;

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 #24CZ13 before the Apex Town Council on the 27th day of August 2024;

WHEREAS, the Apex Town Council held a public hearing on the 27th day of August 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 #24CZ13 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 Medium Density Residential/ Office Employment. This designation on the 2045 Land Use Map includes the zoning district Mixed Office-Residential-Retail-Conditional Zoning (MORR-CZ) and the Apex Town Council has further considered that the proposed rezoning to Mixed Office-Residential-Retail-Conditional Zoning (MORR-CZ) will maintain the character and appearance of the area and provide the flexibility to accommodate the growth in population, economy, and infrastructure consistent with that contemplated by the 2045 Land Use Map;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is reasonable and in the public interest in that: it will allow for a vacant building downtown to be redeveloped. This will work to accomplish one of the top ten recommendations in the Downtown Plan to attract five new restaurants/bars/breweries to Salem Street; and

WHEREAS, the Apex Town Council by a vote of 5 to 0 approved Application #24CZ13 rezoning the subject tract located 202 South Salem Street from Office & Institutional (O&I) to Mixed Office-Residential-Retail Conditional Zoning (MORR-CZ).

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

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

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

Ordinance Amending the Official Zoning District Map #24CZ13

Section 3: 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. An “S” indicates that a use category or specific use type is allowed only if reviewed and approved in accordance with the procedures and standards of Sec. 2.3.5 *Special Use*.

- | | |
|---------------------------------------|---------------------------|
| 1. Restaurant, general | 8. Newsstand or gift shop |
| 2. Medical or dental office or clinic | 9. Personal service |
| 3. Book store | 10. Pharmacy |
| 4. Convenience store | 11. Retail sales, general |
| 5. Financial institution | 12. Studio for art |
| 6. Floral shop | 13. Pet services |
| 7. Grocery, specialty | 14. Utility, minor |

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 pre-finished colors, EIFS cornices and parapet trim, precast concrete, or other similar materials as defined in the UDO Section 9.3.
2. The main entrance should be emphasized and the exterior shall be more than one color.

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

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

Motion by Council Member _____

Seconded by Council Member _____

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

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

This the ____ day of _____ 2024.

Ordinance Amending the Official Zoning District Map #24CZ13

TOWN OF APEX

Jacques K. Gilbert
Mayor

ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

Town Attorney

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: #24CZ13

Submittal Date: 6-3-24

Insert legal description below.

Being all of Lot 1B, 2, and 3A, as shown on the Recombination Survey, performed by Staley C. Smith, dated August 5, 2002 and recorded in Book of Maps 2002, Page 1533, Wake County Registry.

The property herein conveyed does not include the primary residence of the Grantor.

The property hereinabove described was acquired by being the same property conveyed to Grantor by instrument recorded in Book 14403, Page 1655, Wake County Registry.

A map showing the above described property is recorded in Book of Maps 2002, Page 1533, Wake County Registry.

For informational purposes only:

202 S. Salem St.
Apex, NC 27502-1825
REID 0012575
PIN 0742306498

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 10, 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 Veridea Pattern Book approved on August 27, 2024.

Approval Recommended?

The Planning Department recommends approval.

Item Details

Attachments

- CN14-A1: Statement of Town Council - Veridea Pattern Book



STATEMENT OF THE APEX TOWN COUNCIL PURSUANT TO G.S. 160D-605(a) ADDRESSING ACTION ON THE VERIDEA PATTERN BOOK OF AUGUST 27, 2024

Pursuant to G.S. §160D-601 and Secs. 2.2.11.E and 2.3.16.F.3 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 the Veridea Pattern Book before the Town Council on the 27th day of August 2024.

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

All persons who desired to present information relevant to the Pattern Book 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 August 2024 by a vote of 5-0 approved the Ordinance for the Veridea Pattern Book.

The Apex Town Council finds from information and testimony provided at the public hearing that the approval of the Veridea Pattern Book of August 27, 2024 is consistent with the Advance Apex: The 2045 Plan and reasonable and in the public interest for the following reason(s):

1. The Pattern Book sets forth the principles of design for Veridea in order to ensure that the quality and character of development within the boundaries of Veridea is designed to a high caliber and centered around a cohesive and sustainably-focused design theme. The elements outlined within the Pattern Book provide a framework of the design intent, theme, and style of this mixed-use community.
2. The Pattern Book provides consistencies in design for streetscapes; open spaces, parks, and trails; landscape standards; site amenities; signage; and lighting.
3. Approval of the Pattern Book is authorized by Article 3 of the Veridea SD Plan. Section 5.13 of the SD Plan provides that the Pattern Book is applicable to each site plan submitted within Veridea unless a new Pattern Book is adopted per UDO Sec. 2.3.16.F.3.a.

Jacques K. Gilbert
Mayor

ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

Date

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 10, 2024

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to approve Apex Tax Reports dated July 8, 2024 and August 6, 2024.

Approval Recommended?

Yes

Item Details

The Wake County Board of Commissioners, in regular session on August 19th and September 3rd of 2024, approved and accepted the enclosed tax report for the Town of Apex, dated July 8, 2024 for the period of June 1, 2024 through June 30, 2024, and dated August 6, 2024 for the period of July 1, 2024 through July 30, 2024.

Attachments

- CN15-A1: Tax Report for dated June 2024
- CN15-A2: Tax Report for dated July 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

August 20, 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 August 19, 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,

A handwritten signature in black ink, appearing to read "Yvonne Gilyard".

Yvonne Gilyard
Clerk to the Board
Wake County Board of Commissioners

Enclosure(s)



Wake County Tax Administration

Rebate Details

06/01/2024 - 06/30/2024

APEX

DATE

07/08/2024

TIME

4:48:09 PM

PAGE

1

REBATE NUMBER	PROPERTY	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	BILLING FOR TYPE	OWNER
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INDIVIDUAL
PROPERTY ACCOUNTS

881438	380.34	30.00	0.00	0.00	410.34	06/03/2024	0007022330	2024	2023	000000	PATIAL, SONIKA
883975	4.62	0.00	0.46	0.00	5.08	06/28/2024	0006924373	2022	2022	000000	VELAZQUEZ, JAQUELINE
883974	4.94	0.00	0.49	0.00	5.43	06/28/2024	0006924373	2021	2021	000000	VELAZQUEZ, JAQUELINE
883638	140.59	30.00	0.00	0.00	170.59	06/26/2024	0007006039	2024	2023	000000	LANAHAN, MATTHEW ROBERT
883637	2.10	30.00	0.21	0.00	32.31	06/25/2024	0006463833	2023	2023	000000	COPERSITO, R A
883636	2.18	30.00	0.22	0.00	32.40	06/25/2024	0006463833	2022	2022	000000	COPERSITO, R A
883635	2.30	30.00	0.23	0.00	32.53	06/25/2024	0006463833	2021	2021	000000	COPERSITO, R A
883634	2.49	30.00	0.25	0.00	32.74	06/25/2024	0006463833	2020	2020	000000	COPERSITO, R A
883633	3.03	25.00	0.30	0.00	28.33	06/25/2024	0006463833	2019	2019	000000	COPERSITO, R A
883632	3.36	20.00	0.34	0.00	23.70	06/25/2024	0006463833	2018	2018	000000	COPERSITO, R A
883631	3.42	15.00	0.34	0.00	18.76	06/25/2024	0006463833	2017	2017	000000	COPERSITO, R A
883630	3.80	10.00	0.38	0.00	14.18	06/25/2024	0006463833	2016	2016	000000	COPERSITO, R A
883629	3.90	5.00	0.39	0.00	9.29	06/25/2024	0006463833	2015	2015	000000	COPERSITO, R A
881844	88.35	30.00	0.00	0.00	118.35	06/05/2024	0006977018	2023	2022	000000	TALASILA, RAJEEV
881442	110.78	30.00	0.00	0.00	140.78	06/03/2024	0007013523	2024	2023	000000	SUN, HEQING
883976	4.34	0.00	0.43	0.00	4.77	06/28/2024	0006924373	2023	2023	000000	VELAZQUEZ, JAQUELINE

SUBTOTALS FOR INDIVIDUAL PROPERTY ACCOUNTS	760.54	315.00	4.04	0.00	1,079.58	16	Properties Rebated
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TOTAL REBATED FOR APEX	760.54	315.00	4.04	0.00	1,079.58	16	Properties Rebated for City
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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

September 4, 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 September 3, 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,

A handwritten signature in black ink, appearing to read "Yvonne Gilyard".

Yvonne Gilyard
Clerk to the Board
Wake County Board of Commissioners

Enclosure(s)

Wake County Board of Commissioners Report

Date: 09/03/2024

DocuSigned by:
Approved by: *Kim Lorbacher*
5A8B21DC1BCD4EA

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

No.	Payee	Account Number	Tax & Penalty Rebated	Total Rebated	Total Refunded
1	BEAR HUG PET CARE LLC 5608 TANGLEWOOD PINE RALEIGH, NC 27610	0006979661-2023-2023-000000	City County	434.53 648.82	1,129.39
			City County	434.53 648.82	1,129.39

*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

Signed by:
Marcus Kinrade
-03C5063E04D7486...



Wake County Tax Administration

Rebate Details
07/01/2024 - 07/31/2024

APEX

DATE

08/06/2024

TIME

12:13:07 PM

PAGE

1

REBATE NUMBER	PROPERTY	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	BILLING FOR TYPE	OWNER
------------------	----------	-------------	--------------	--------------------	------------------	-----------------	-------------------	-------------	---------------------	-------

BUSINESS ACCOUNTS

885523	956.16	0.00	95.62	0.00	1,051.78	07/15/2024	0006477263	2023	000000	WE ORGANIZE YOU, LLC
886810	434.53	0.00	0.00	0.00	434.53	07/24/2024	0006979661	2023	000000	BEAR HUG PET CARE LLC
887207	10.20	0.00	0.00	0.00	10.20	07/30/2024	0006443580	2024	006000	ADP INC

SUBTOTALS FOR BUSINESS ACCOUNTS 1,400.89 0.00 95.62 0.00 1,496.51 3 Properties Rebated

INDIVIDUAL PROPERTY ACCOUNTS

886808	147.84	30.00	0.00	0.00	177.84	07/25/2024	0007026271	2024	000000	VITTAL VIVEGANANTHAN, SANTHOSH CHAKRAVARTH MCINNIS, DONALD LEE
885829	2.34	0.00	0.23	0.00	2.57	07/16/2024	0006513891	2023	000000	HAN, ASHER SANGIN
885839	157.26	30.00	0.00	0.00	187.26	07/15/2024	0007029161	2024	000000	MICHAELS, PHILIP LEE
885818	2.37	0.00	0.24	0.00	2.61	07/16/2024	0006801135	2023	000000	MICHAELS, PHILIP LEE
885817	2.65	0.00	0.26	0.00	2.91	07/16/2024	0006801135	2022	000000	MICHAELS, PHILIP LEE
885816	3.36	0.00	0.34	0.00	3.70	07/16/2024	0006801135	2021	000000	MICHAELS, PHILIP LEE
885522	2.64	0.00	0.26	0.00	2.90	07/15/2024	0006899080	2023	000000	AARON, BRANDON SCOTT
885521	2.87	0.00	0.29	0.00	3.16	07/15/2024	0006899080	2022	000000	AARON, BRANDON SCOTT
885520	3.12	0.00	0.31	0.00	3.43	07/15/2024	0006899080	2021	000000	AARON, BRANDON SCOTT
885083	3.08	0.00	0.31	0.00	3.39	07/08/2024	0006826846	2023	000000	ABOU-AUF, MOSTAFA AHMED
885082	3.49	0.00	0.35	0.00	3.84	07/08/2024	0006826846	2022	000000	ABOU-AUF, MOSTAFA AHMED

SUBTOTALS FOR INDIVIDUAL PROPERTY ACCOUNTS 331.02 60.00 2.59 0.00 393.61 11 Properties Rebated



Wake County Tax Administration

Rebate Details
07/01/2024 - 07/31/2024

APEX

PAGE

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08/06/2024

REBATE NUMBER	PROPERTY	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	BILLING FOR	OWNER
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INDIVIDUAL REAL
ESTATE/ACCOUNTS

884413	907.95	0.00	0.00	0.00	907.95	07/01/2024	0000277691	2024	2024	000000	ATKINSON, PETER
884441	478.35	0.00	0.00	0.00	478.35	07/01/2024	0000202659	2024	2024	000000	HAWLEY, JOANNE B
884421	861.98	0.00	0.00	0.00	861.98	07/01/2024	0000247665	2024	2024	000000	PATEL, DIPAKKUMAR J
884422	555.64	0.00	0.00	0.00	555.64	07/01/2024	0000241462	2024	2024	000000	WHITE, ASHLEY W
884503	528.34	0.00	0.00	0.00	528.34	07/01/2024	0000220786	2024	2024	000000	TEW, BETTY R
884420	34.36	0.00	0.00	0.00	34.36	07/01/2024	0000253413	2024	2024	000000	MCCOY, JOHN L
884437	867.39	0.00	0.00	0.00	867.39	07/01/2024	0000207612	2024	2024	000000	TOWNSEND, BONNIE G
884425	234.74	0.00	0.00	0.00	234.74	07/01/2024	0000236213	2024	2024	000000	WOJCIK, CONSTANCE B

SUBTOTALS FOR INDIVIDUAL REAL ESTATE ACCOUNTS	4,468.75	0.00	0.00	0.00	4,468.75	8	Properties Rebated
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WILDLIFE BOAT
ACCOUNTS

884644	3.22	0.00	0.00	0.00	3.22	07/02/2024	0004201531	2022	2022	000000	ELHETAMI, AMRO
884645	3.28	0.00	0.33	0.00	3.61	07/02/2024	0004201531	2023	2023	000000	ELHETAMI, AMRO

SUBTOTALS FOR WILDLIFE BOAT ACCOUNTS	6.50	0.00	0.33	0.00	6.83	2	Properties Rebated
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Wake County Tax Administration

Rebate Details

07/01/2024 - 07/31/2024

APEX

DATE

08/06/2024

TIME

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REBATE NUMBER	PROPERTY	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	BILLING YEAR	OWNER
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TOTAL

REBATED
FOR APEX

6,207.16 60.00 98.54 0.00 6,365.70

24 Properties Rebated for City



"The Peak of Good Living"

TOWN OF APEX
NORTH CAROLINA

Proclamation

National Hispanic Heritage Month 2024

from the Office of the Mayor

WHEREAS, National Hispanic Heritage Month is celebrated each year from September 15th to October 15th to recognize the histories, cultures, and contributions of Americans with ancestors from Spain, Mexico, the Caribbean, and Central and South America; and,

WHEREAS, Since 1968, the U.S. has celebrated a week of National observance for Hispanic Heritage, which was expanded to a month of celebrations in 1988, and,

WHEREAS, The day of September 15 is significant because it is the anniversary of independence for Latin American countries Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua. In addition, Mexico and Chile celebrate their independence days on September 16 and September 18, respectively; and,

WHEREAS, The Town is honored to continue collaborating with Fiesta Cristiana and El Centro as we strive to advance equity and improve the well-being of Hispanic and Latino individuals and families here in Apex.

WHEREAS, The Town of Apex is thrilled to present a variety of programs and events in celebration of Hispanic Heritage Month. Join us for "Pepito and the Trash Cans" at the Halle Cultural Arts Center on September 15 at 3 p.m., enjoy engaging movie screenings, and don't miss the Apex Latino Arts Festival on Saturday, September 28, at 3 p.m.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of Apex, North Carolina, do hereby proclaim the Month of September 15th – October 15th, 2024, "National Hispanic Heritage Month" in the Town of Apex, and encourage residents to immerse themselves in the cultural opportunities provided throughout this month.

I hereby set my hand and have caused the Seal of the Town of Apex, North Carolina, to be affixed this the 10th day of September 2024

Jacques Gilbert, Mayor



"The Peak of Good Living"

TOWN OF APEX NORTH CAROLINA

Proclamation

Patriot Day 2024

from the Office of the Mayor

WHEREAS, On September 11, 2001, the United States experienced an unimaginable tragedy, when a terrorist attack claimed the lives of nearly 3,000 innocent people in an event that altered the collective conscience of our nation forever; and,

WHEREAS, Patriot Day is a National Day of Honoring and Remembering those who were lost 23 years ago, and a way to maintain the memory of the victims and the hundreds of emergency service workers who gave their lives saving others; and,

WHEREAS, First responders helped nearly 15,000 people evacuate the World Trade Centers, and stayed around the clock on the scene performing rescue and recovery efforts for the next 9 months; and,

WHEREAS, Firefighters on the scene tirelessly scaled up to 110 flights of stairs working to save people from the burning towers, knowing fully those grueling steps were likely the last ones they would ever take; and,

WHEREAS, The Town of Apex affirms that we will never forget the lives lost and the sacrifices made by the heroes who selflessly gave their lives for those of their fellow Americans.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of Apex, North Carolina, do hereby proclaim September 11th, 2024, "Patriot Day" in the Town of Apex, and call upon all residents to solemnly reflect on this tragedy and show appreciation for all first responders in our town and country.

I hereby set my hand and have caused the Seal of the Town of Apex, North Carolina, to be affixed this the 10th day of September 2024

Jacques Gilbert, Mayor

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION
Meeting Date: September 10, 2024

Item Details

Presenter(s): Mayor Jacques K. Gilbert
Tracy Weeks, President, Carolina Academy of Performing Arts Theatre Inc.
Department(s): Governing Body

Requested Motion

Receive as information a presentation from leadership at Carolina Academy of Performing Arts (CAPA) regarding a potential center and site(s) in the Apex community, and discussion as appropriate."

Approval Recommended?

Yes

Item Details

The Carolina Academy of Performing Arts (CAPA) is a premier educational organization that provides conservatory-level instruction in theatre, music, dance, and film to youth ages 5 to 18. The result is high-quality entertainment to communities through regular performances and productions. CAPA seeks to build character and create a vibrant community for the youth of Apex and surrounding areas through exceptional performance arts education. The goal is to become a premier venue for local and regional artists to showcase their talents and inspire others.

CAPA would like to partner with the community to elevate the performing arts in Apex and help drive growth. Our key need is adequate rehearsal and performance space. CAPA needs a place to call HOME.

Attachments

- PR4-A1: PowerPoint Presentation - Carolina Academy of Performing Arts (CAPA) - Potential Apex Site





Elevating the performing arts in Apex



Who are We?

The Carolina Academy of Performing Arts is a premier educational organization that provides conservatory-level instruction in theatre, music, dance, and film to youth ages 5 to 18.

Our Purpose

CAPA seeks to build character and create a vibrant community for the youth of Apex and surrounding areas through exceptional performance arts education.

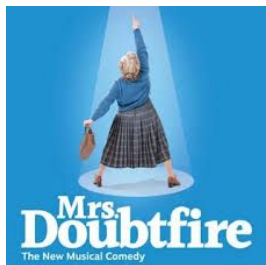
CAPA provides high-quality entertainment for families and strives to become a premier **venue** for local and regional artists to showcase their talents and inspire others.



Our History

CAPA began in 2017 with two classes and a summer production of 40 students at the Apex Halle Cultural Center. Since that time we have grown to offering 30 classes with over 200 students. Many of which come from Apex and the surrounding areas.





Oklahoma City
UNIVERSITY





Why We're Here

CAPA would like to partner with the community to elevate the performing arts in Apex and help drive growth.

Our key need is adequate rehearsal and performance space. CAPA needs a place to call HOME.

Why does Space matter?

- Dedicated facilities for instruction
- Ability to expand our programs
- **Ability to accommodate all interested students**
- Proper rehearsal and performance spaces
- Storage for costumes, props, and equipment
- Performance space that can support proper sets, cast sizes, and audience sizes
- *Other arts programs are closing because of space challenges!*

**We want to do more and give more
to the communities we serve!**

Current Performance Spaces are Inadequate

Where CAPA has searched:

- Churches
- Halle
- Fuquay-Varina Arts Center
- Holly Springs Cultural Center
- Cary Arts Center
- Fletcher
- Wake County Schools
- Universities

Space Challenges:

- Seating Capacity
- Wing Space
- Stage Size
- Technical Capacity
- Expense
- Distance
- Bureaucracy
- Availability

Long-term plans

Fundraising goal: \$40M for a permanent theatre

Timeline: 2 years to build

Plans for self-sustainability:

- Ticket sales from performances
- Workshop fees
- Summer programs
- Facility rentals
- Patrons
- Resident Programs
- Volunteers



Partnerships

John Storyk, co-founder of WSDG, an architectural and sound design firm, has partnered with CAPA to design and build our dream space.



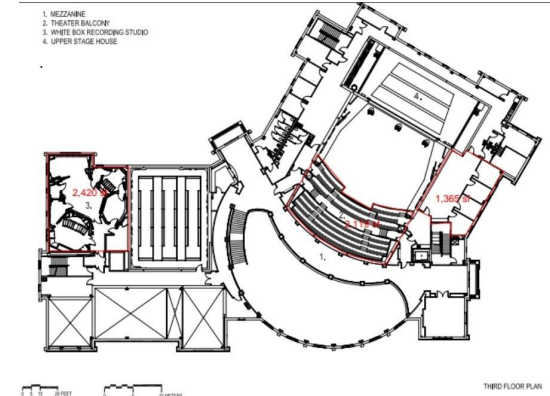
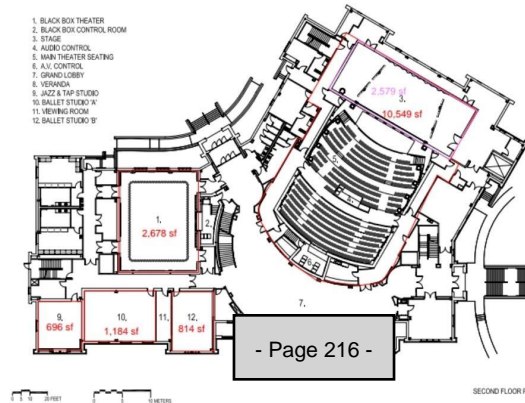
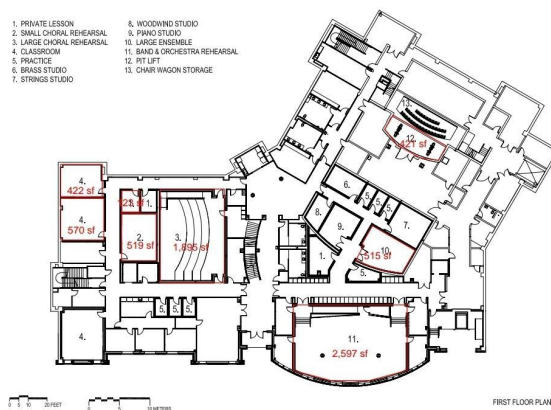
CAPA Theatre Plans

New 50,000 ft² facility will house:

- Main proscenium stage with seating capacity for 600-1000 seats
- A secondary flexible box theater with 150-200 seats
- Rehearsal spaces dedicated to dance, music, and theatre
- Educational spaces, including classrooms, library resource center, and acting studios
- Support film/audio recording
- Storage and administration spaces



<https://www.mtparanschool.com/arts/murray-arts-center>



- Page 216 -

Benefits of CAPA to Apex

**A Welcoming
Community
High Performing
Government
Economic Vitality**

Increased youth engagement in positive after-school activities

Cultural enrichment through performances and events

Potential economic impact: • Audience attraction for performances • Increased foot traffic for local businesses

Improved city image as a supporter of arts and youth

A Community Partnership

- Assistance with identification of suitable temporary facilities and long term location
 - Potential city-owned properties
 - Available land
- Introductions to key stakeholders or potential donors
- Support with grant applications for arts funding
- Waive town taxes
- Tax credits for investors and businesses
- Partnerships with county/other townships

Apex: The PEAK of Performing Arts!

Thank you



Tracy Weeks
President

Tracy@mycapa.org



Reed Jacob
Vice-President

Reed@mycapa.org



Melanie Prince,
Founder/Artistic Director

Melanie@mycapa.org

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: NEW BUSINESS
Meeting Date: September 10, 2024

Item Details

Presenter(s): Russell Dalton, Traffic Engineering Manager
Department(s): Transportation & Infrastructure Development

Requested Motion

Discussion and possible motion to adopt an ordinance amendment to Chapter 20, Article VIII, to Sections 20-162, 20-167, and 20-171 of the Town Code and to adopt Traffic Schedule III, Parking Time Limits.

Approval Recommended?

Yes

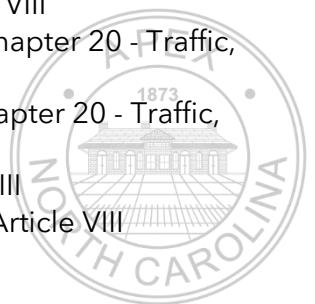
Item Details

Amendments to Sections 20-162, 20-167, and 20-171 of the Town Code are being proposed to create new parking time limits in downtown Apex. The amendment to Section 20-167 also references a newly created "Traffic Schedule III, Parking Time Limits" which, if adopted by Town Council, will be the official list of locations subject to the time limitations outlined in Section 20-167. Traffic Schedule III will be kept on file with the Town Clerk. The attached proposed parking time limits map indicates where new and amended parking restrictions will be implemented for on-street and off-street parking within the Downtown area.

In order to allow time for signs to be printed and installed, and for the community to prepare for the changes, the Ordinance will go into effect January 2, 2025.

Attachments

- NB1-A1: Presentation - Ordinance Amendments - Chapter 20 - Traffic, Article VIII
- NB1-A2: Map of Proposed Parking Time Limits - Ordinance Amendments - Chapter 20 - Traffic, Article VIII
- NB1-A3: List of Proposed Parking Time Limits - Ordinance Amendments - Chapter 20 - Traffic, Article VIII
- NB1-A4: Ordinance - Ordinance Amendments - Chapter 20 - Traffic, Article VIII
- NB1-A5: Traffic Schedule III - Ordinance Amendments - Chapter 20 - Traffic, Article VIII





Ordinance Amendments Sec. 20-162, 167 & 171 and Downtown Parking Time Limits Apex Town Council

September 10, 2024





History

- 2019** Downtown Master Plan & Parking Study recommends a parking length of stay analysis
- 2022** Length of stay analysis completed and recommended parking time limits
- 2024** Downtown stakeholder parking mitigation meetings - survey responses in support of parking time limits



Background

- Parking time limit objectives
 - Encourage parking turnover at the most convenient and highly utilized spaces
 - Encourage long-term parking at satellite lots and less convenient on-street spaces
 - Establish short-term parking spaces for pick-ups and drop-offs
- Ordinance Sections affected
 - 20-162
 - 20-167
 - 20-171



Ordinance Section 20-162

- Allow parking lots to have time limits
- Allow parking time limits on Town-maintained parking spaces and lot
- Remove overnight parking restrictions from Town parking lots for vehicles except for RVs, trailers, and boats
- Allow Chief of Police to temporarily prohibit parking on Town-maintained lots or spaces to accommodate a special event



Ordinance Section 20-167

- Add a reference to the parking schedule – Traffic Schedule III, “Parking Time Limits”
- Separate violation for each interval of time a vehicle remains beyond the legal time interval designated for a limited time parking zone
- Allow the Chief of Police authority to temporarily prohibit parking in a time-limited parking area for emergency vehicle access

Proposed Downtown Apex Parking Time Limits

3-hour on-street parking

- S Salem Street
- E Chatham Street & W Chatham Street
- Saunders Street

2-hour on-street parking

- N Salem Street from Saunders Street to Chatham Street

3-hour off-street parking

- Seaboard Lot
- Saunders Lot spaces adjacent to businesses

2-hour off-street parking

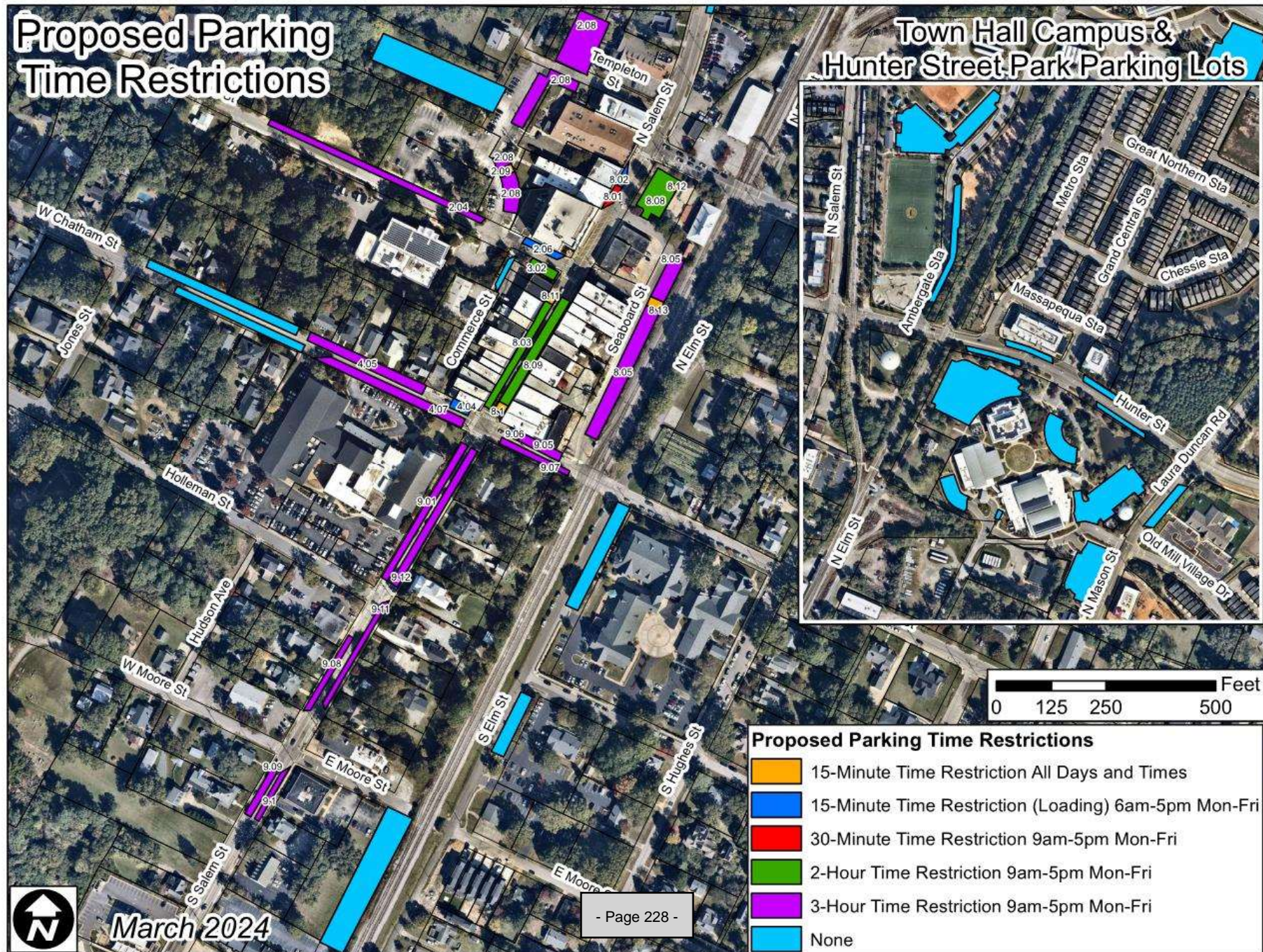
- Depot Lot

15-minute spaces

- N Salem Street – one on each side
- Seaboard Lot
- Saunders Lot
- Depot Lot

Proposed Parking Time Restrictions

Town Hall Campus & Hunter Street Park Parking Lots





Ordinance Section 20-171

- Revise to read that any vehicle found parked in a time limiting area, loading zone or other prohibited zone for a period of 24 hours may be removed (replacing “shall” be removed) to a place of storage and safety, except in the case of publicly sanctioned events or emergencies a police officer may order immediate removal of such vehicle.

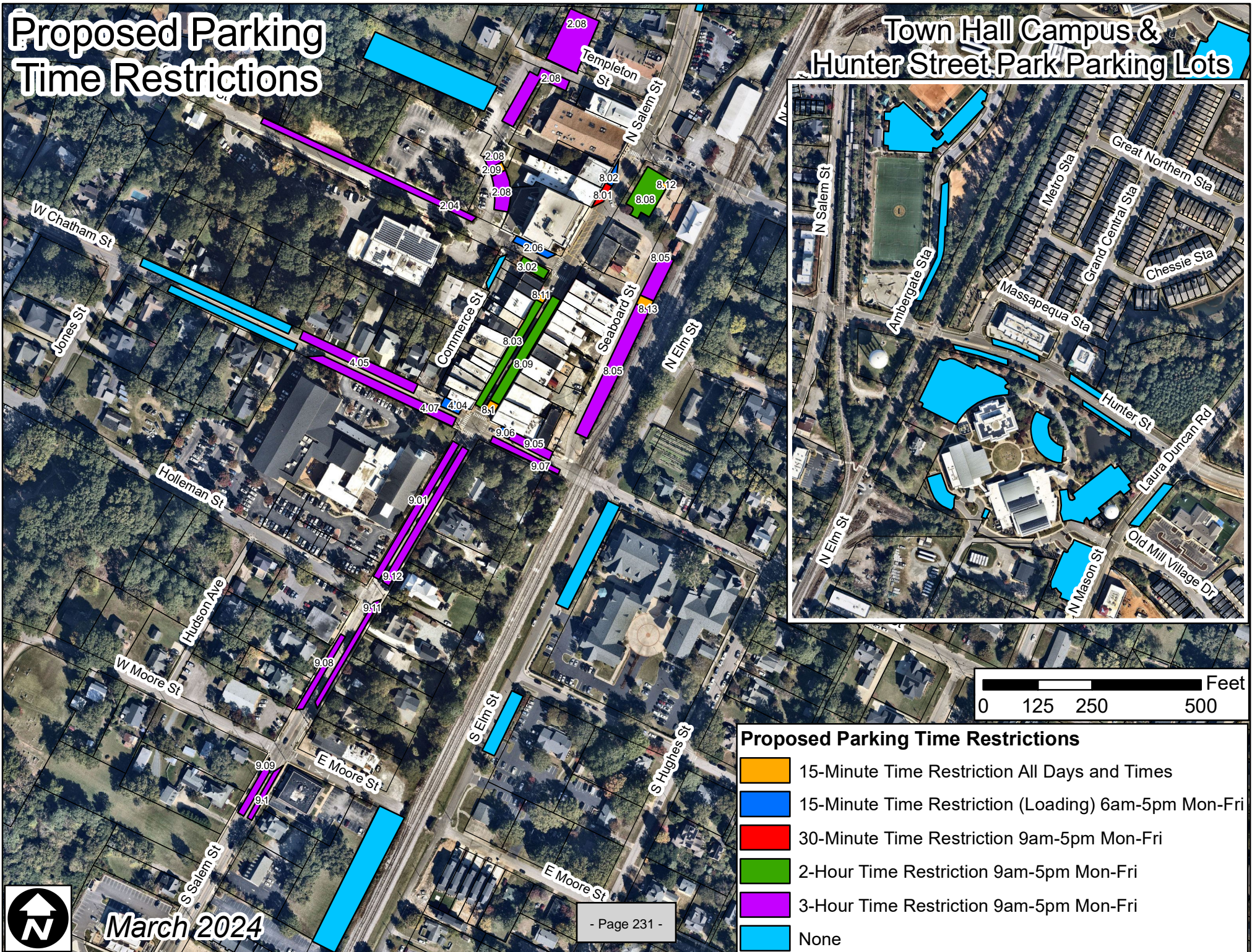


Next Steps

- Continue community outreach to prepare for changes
- Print and install signs (Sep-Dec)
- Ordinance will go into effect January 2, 2025 (planned start of Saunders Street Parking Lot construction)

Proposed Parking Time Restrictions

Town Hall Campus & Hunter Street Park Parking Lots



Parking Schedule

Town of Apex Code of Ordinances - Traffic Schedule III, Parking Time Limits

Note: The following time restrictions do not apply to accessible spaces.

Map ID	Street / Lot	From	To	Side	Number of Spaces	Current Time Limit	Proposed Time Limit
2.04	Saunders Street	Apex Police Station Visitor's Lot Driveway	Apex Police Station Gated Lot Driveway	North	13	None	3-Hour Time Restriction 9am-5pm Mon-Fri
2.06	Saunders Street	N Salem Street	Commerce Street	North	4	15-Minute Time Restriction (Loading) 6am-5pm Mon-Fri	15-Minute Time Restriction (Loading) 6am-5pm Mon-Fri
2.08	Saunders Lot	N/A	N/A	N/A	61	None	3-Hour Time Restriction 9am-5pm Mon-Fri
2.09	Saunders Lot	11th space from Saunders Street east side of Temple Street	11th space from Saunders Street east side of Temple Street	East	1	None	15-Minute Time Restriction All Days and Times
3.02	Saunders Street, south side	N/A	N/A	N/A	5	2 Hours 8am-6pm	2-Hour Time Restriction 9am-5pm Mon-Fri
4.04	W Chatham Street	N Salem Street	Commerce Street	North	2	15-Minute Time Restriction (Loading) 6am-5pm Mon-Fri	15-Minute Time Restriction (Loading) 6am-5pm Mon-Fri
4.05	W Chatham Street	Commerce Street	A point 325' west	North	4	None (with the exception of one space)	3-Hour Time Restriction 9am-5pm Mon-Fri
4.07	W Chatham Street	S Salem Street	A point 400' west	South	9	None (with the exception of one space)	3-Hour Time Restriction 9am-5pm Mon-Fri
8.01	N Salem Street	Center Street	Seaboard Street	West	2	30-Minute Time Restriction 8am-6pm Mon-Sat	30-Minute Time Restriction 9am-5pm Mon-Fri
8.02	N Salem Street	Center Street	Seaboard Street	West	1	15-Minute Time Restriction (Loading) 6am-5pm Mon-Fri	15-Minute Time Restriction (Loading) 6am-5pm Mon-Fri
8.03	N Salem Street	Saunders Street	W Chatham Street	West	14	3-Hour Time Restriction 8am-6pm Mon-Sat	2-Hour Time Restriction 9am-5pm Mon-Fri
8.05	Seaboard Lot	N/A	N/A	N/A	46	None	3-Hour Time Restriction 9am-5pm Mon-Fri No overnight parking of RVs, trailers, or boats from 11pm - 6am
8.08	Depot Lot	N/A	N/A	N/A	19	1 space reserved for Depot guests (8:30am-5pm). 2 spaces reserved for Chamber staff (8:30am-5pm).	2-Hour Time Restriction 9am-5pm Mon-Fri No overnight parking of RVs, trailers, or boats from 11pm - 6am
8.09	N Salem Street	Saunders Street	W Chatham Street	East	14	3-Hour Time Restriction 8am-6pm Mon-Sat	2-Hour Time Restriction 9am-5pm Mon-Fri
8.1	N Salem Street	100 N Salem St	100 N Salem Street	East	1	3-Hour Time Restriction 8am-6pm Mon-Sat	15-Minute Time Restriction All Days and Times
8.11	N Salem Street	125 N Salem Street	125 N Salem Street	West	1	3-Hour Time Restriction 8am-6pm Mon-Sat	15-Minute Time Restriction All Days and Times
8.12	Depot Lot	9th space from Seaboard Street on east side of lot	9th space from Seaboard Street on east side of lot	East	1	Reserved for Depot guests (8:30am-5pm)	15-Minute Time Restriction All Days and Times
8.13	Seaboard Lot	15th and 16th spaces from W Chatham Street	15th and 16th spaces from W Chatham Street	East	2	None	15-Minute Time Restriction All Days and Times
9.01	S Salem Street	W Chatham Street	Holleman Street	West	13	3-Hour Time Restriction 8am-6pm Mon-Sat	3-Hour Time Restriction 9am-5pm Mon-Fri
9.05	E Chatham Street	N Salem Street	Seaboard Street	North	5	3-Hour Time Restriction 8am-6pm Mon-Sat	3-Hour Time Restriction 9am-5pm Mon-Fri
9.06	E Chatham Street	N Salem Street	Seaboard Street	North	1	15-Minute Time Restriction (Loading) 6am-5pm Mon-Fri	15-Minute Time Restriction (Loading) 6am-5pm Mon-Fri
9.07	E Chatham Street	N Salem Street	Seaboard Street	South	6	3-Hour Time Restriction 8am-6pm Mon-Sat	3-Hour Time Restriction 9am-5pm Mon-Fri
9.08	S Salem Street	Holleman Street	W Moore Street	West	7	3-Hour Time Restriction 8am-6pm Mon-Sat	3-Hour Time Restriction 9am-5pm Mon-Fri
9.09	S Salem Street	W Moore Street	NC 55	West	4	3-Hour Time Restriction 8am-6pm Mon-Sat	3-Hour Time Restriction 9am-5pm Mon-Fri
9.1	S Salem Street	E Moore Street	NC 55	East	4	3-Hour Time Restriction 8am-6pm Mon-Sat	3-Hour Time Restriction 9am-5pm Mon-Fri
9.11	S Salem Street	Holleman Street	E Moore Street	East	10	3-Hour Time Restriction 8am-6pm Mon-Sat	3-Hour Time Restriction 9am-5pm Mon-Fri
9.12	S Salem Street	E Chatham Street	Holleman Street	East	16	3-Hour Time Restriction 8am-6pm Mon-Sat	3-Hour Time Restriction 9am-5pm Mon-Fri
N/A	Town Side Drive	Heritage Village Lane	Oak Pine Drive	West	First four marked parking spaces not designated as handicap accessible spaces	1-Hour Time Restriction	1-Hour Time Restriction 8am-6pm

ORDINANCE NO. 2024-0910-__

AN ORDINANCE AMENDING ARTICLE VIII OF CHAPTER 20 OF THE CODE OF ORDINANCES OF THE TOWN OF APEX

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

Section 1. Section 20-162 of the Code of Ordinances of the Town of Apex is hereby amended to read as follows, with deletions shown as bold, strikethrough text and additions shown as bold, underlined text:

Sec. 20-162. Parking within lines of designated parking spaces; duration.

- (a) Where parking spaces are marked with lines indicating parking spaces, vehicles shall be parked within the lines of a parking space. No person shall park a vehicle in a marked parking space on a street for a continuous period of time longer than the time that applies to such **parking space, parking lot,** street or portion thereof pursuant to this chapter. Parking in two or more parking spaces by moving a vehicle from one marked parking space directly to another marked parking space on a street in the same block shall be deemed one continuous parking event and shall not defeat the application of this section.
- (b) Where parking spaces are marked with lines indicating parking spaces in a parking lot **or space** owned, ~~or~~ leased, **or maintained** by the town, vehicles shall be stopped or parked only within the lines of a single marked parking space. No person shall park a vehicle on or along the entranceway, driveway, or access route to a town owned or leased parking lot at any time except in a designated parking space. Except for town owned vehicles, no person shall park a vehicle in any spot designated for town vehicles or personnel. ~~Except for town owned vehicles and equipment or by direction of the police chief or his designee, no~~ **No vehicle,** RV, trailer, **or** boat, ~~or device by which any person or property may be transported~~ shall be stopped or parked overnight in any parking lot owned or leased by the town, whether parking spaces are marked with lines or not. For the purposes of this subsection, overnight is defined as the hours between 11:00 p.m. and 6:00 a.m. This subsection shall not apply to vehicles and trailers owned by vendors participating in town council approved special events in which the parking lot is closed to general parking or to vehicles used by town employees and officials in the prosecution of town business or in the course of their employment.
- (c) In a town owned, ~~or~~ leased, **or maintained** parking lot **or parking space**, when necessary to **accommodate a special event or** maintain safe access, movement, ingress or egress for emergency vehicles, the chief of police, or ~~his~~ designee, is authorized to prohibit on a temporary basis the parking of any vehicle, trailer, boat, or device by which any person or property may be transported.

Section 2. Section 20-167 of the Code of Ordinances of the Town of Apex is hereby amended to read as follows, with deletions shown as bold, strikethrough text and additions shown as bold, underlined text:

Sec. 20-167. Time-limited areas during certain hours.

- (a) When official signs are placed, erected or installed **adjacent to parking spaces or parking lots** giving notice thereof, no person shall park a vehicle for longer than the limits stated on the signs, as **the same are** set out in the ~~following subsections at any time between the hours of 8:00 a.m. and 6:00 p.m.~~ **official Traffic Schedule III, "Parking Time Limits."**; **Parking Time Limits shall be enforced upon any of the areas so posted in accordance with Traffic Schedule III** on any day, except Sunday and **public town** holidays, ~~upon any of the areas so posted.~~ The changing of the position of a vehicle from one point directly to another point within the same block shall be deemed one continuous parking period, and shall not defeat the application of this section.
- (b) It shall be a separate violation for each interval of time a vehicle remains beyond the legal time interval designated for a limited time parking zone. For example, each hour or part of an hour that a vehicle remains past the first hour in a one-hour parking zone shall constitute a separate violation.**
- (c) In a time-limited area, when necessary to maintain safe access, movement, ingress or egress for emergency vehicles, the chief of police, or designee, is authorized to prohibit or allow on a temporary basis the parking of any vehicle, trailer, boat, or device by which any person or property may be transported.**
- ~~(b)~~ **Official signs shall be erected designating one-hour parking zones in the following areas:**
 - ~~(1)~~ **In the first four marked parking spaces not designated as handicap accessible spaces on the west side of Town Side Drive north of its intersection with Heritage Village Lane, which are the two spaces to the south of the handicap accessible spaces and two spaces to the north of the handicap accessible spaces.**

(e) ~~Official signs shall be erected designating three-hour parking zones in the following areas:~~

- (1) ~~In all areas of Salem Street designated for parking from Center Street southwardly on both sides of said street to E. Williams Street; and~~
- (2) ~~In all areas of Chatham Street designated for parking from Salem Street easterly on both sides of said street to Seaboard Street, and from Salem Street westerly on both sides of said street to Commerce Street, and including the two existing parking spaces located at 104 W. Chatham Street.~~

Section 3. Section 20-171 of the Code of Ordinances of the Town of Apex is hereby amended to read as follows, with deletions shown as bold, strikethrough text and additions shown as bold, underlined text:

Sec. 20-171. Removal of certain illegally parked vehicles.

- (a) Any vehicle found parked in a time limiting area, loading zone or other prohibited zone for a period of 24 hours ~~shall~~may be removed to a place of storage and safety, except in the case of publicly sanctioned events or emergencies a police officer may order immediate removal of such vehicle.
- (b) Any vehicle parked in a position or location so as to cause a danger to other users of the public streets shall be removed to a place of storage and safety.
- (c) Removal of vehicles for any of the above-listed reasons shall be at the registered owner's expense as well as whatever storage fee there might be incurred.

Section 4. The Town Clerk and/or Town Manager are hereby authorized to renumber, revise formatting, correct typographical errors, to verify and correct cross references, indexes and diagrams as necessary to codify, publish, and/or accomplish the provisions of this Ordinance as long as doing so does alter the terms of this Ordinance.

Section 5. It is the intention of the governing body, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances and the sections of this ordinance may be renumbered to accomplish such intention.

Section 6. Severability, Conflict of Laws. If this ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given separate effect and to the end the provisions of this ordinance are declared to be severable. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 7. Effective Date. This ordinance becomes effective January 2, 2025.

Introduced by Council Member: _____

Seconded by Council Member: _____

This the ____ day of _____, 2024.

Attest:

TOWN OF APEX, NORTH CAROLINA

Allen Coleman, CMC, NCCCC
Town Clerk

Jacques K. Gilbert
Mayor

Approved As To Form:

Laurie L. Hohe,
Town Attorney

Traffic Schedule III: Parking Time Limits.

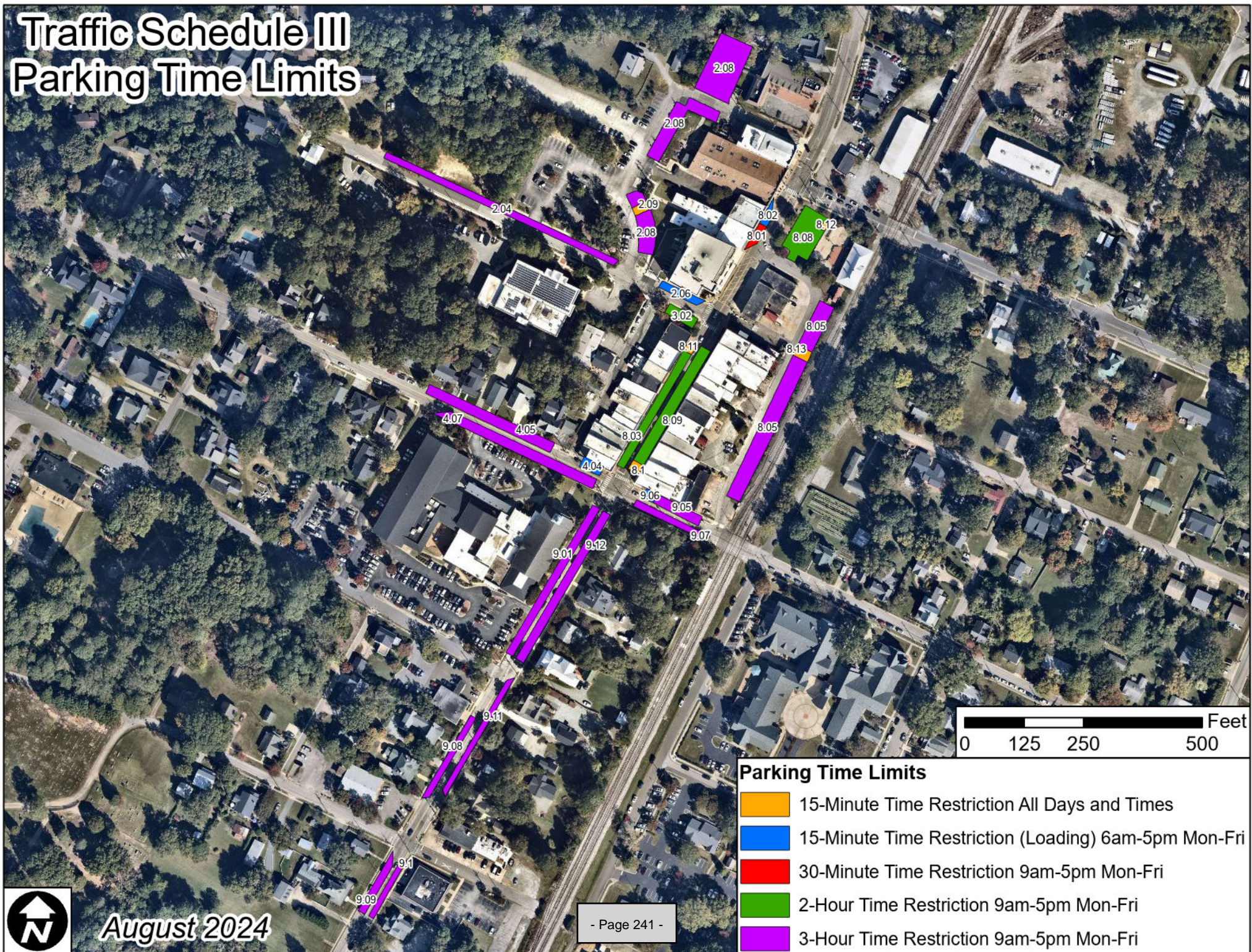
In accordance with the provisions of Sections 20-167, and as indicated on the attached Traffic Schedule III Map, the following areas, with the exception of officially designated ADA-compliant accessible spaces, shall be time-limited, when official signs are placed, erected or installed adjacent to parking spaces or parking lots giving notice thereof, and no person shall park a vehicle for longer than the limits stated on the signs:

Map ID	Street / Lot	From	To	Side	Number of Spaces	Time Limit
2.04	Saunders Street	Apex Police Station Visitor's Lot Driveway	Apex Police Station Gated Lot Driveway	North	13	3-Hour Time Restriction 9am-5pm Mon-Fri
2.06	Saunders Street	N Salem Street	Commerce Street	North	4	15-Minute Time Restriction (Loading) 6am-5pm Mon-Fri
2.08	Saunders Lot	N/A	N/A	N/A	61	3-Hour Time Restriction 9am-5pm Mon-Fri
2.09	Saunders Lot	11th space from Saunders Street east side of Temple Street	11th space from Saunders Street east side of Temple Street	East	1	15-Minute Time Restriction All Days and Times
3.02	Saunders Street, south side	N/A	N/A	N/A	5	2-Hour Time Restriction 9am-5pm Mon-Fri
4.04	W Chatham Street	N Salem Street	Commerce Street	North	2	15-Minute Time Restriction (Loading) 6am-5pm Mon-Fri
4.05	W Chatham Street	Commerce Street	A point 325' west	North	4	3-Hour Time Restriction 9am-5pm Mon-Fri
4.07	W Chatham Street	S Salem Street	A point 400' west	South	9	3-Hour Time Restriction 9am-5pm Mon-Fri
8.01	N Salem Street	Center Street	Seaboard Street	West	2	30-Minute Time Restriction 9am-5pm Mon-Fri
8.02	N Salem Street	Center Street	Seaboard Street	West	1	15-Minute Time Restriction (Loading) 6am-5pm Mon-Fri

8.03	N Salem Street	Saunders Street	W Chatham Street	West	14	2-Hour Time Restriction 9am-5pm Mon-Fri
8.05	Seaboard Lot	N/A	N/A	N/A	46	3-Hour Time Restriction 9am-5pm Mon-Fri No overnight parking of RVs, trailers, or boats from 11pm - 6am
8.08	Depot Lot	N/A	N/A	N/A	19	2-Hour Time Restriction 9am-5pm Mon-Fri No overnight parking of RVs, trailers, or boats from 11pm - 6am
8.09	N Salem Street	Saunders Street	W Chatham Street	East	14	2-Hour Time Restriction 9am-5pm Mon-Fri
8.1	N Salem Street	100 N Salem St	100 N Salem Street	East	1	15-Minute Time Restriction All Days and Times
8.11	N Salem Street	125 N Salem Street	125 N Salem Street	West	1	15-Minute Time Restriction All Days and Times
8.12	Depot Lot	9th space from Seaboard Street on east side of lot	9th space from Seaboard Street on east side of lot	East	1	15-Minute Time Restriction All Days and Times
8.13	Seaboard Lot	15th and 16th spaces from W Chatham Street	15th and 16th spaces from W Chatham Street	East	2	15-Minute Time Restriction All Days and Times
9.01	S Salem Street	W Chatham Street	Holleman Street	West	13	3-Hour Time Restriction 9am-5pm Mon-Fri
9.05	E Chatham Street	N Salem Street	Seaboard Street	North	5	3-Hour Time Restriction 9am-5pm Mon-Fri
9.06	E Chatham Street	N Salem Street	Seaboard Street	North	1	15-Minute Time Restriction (Loading) 6am-5pm Mon-Fri
9.07	E Chatham Street	N Salem Street	Seaboard Street	South	6	3-Hour Time Restriction 9am-5pm Mon-Fri

9.08	S Salem Street	Holleman Street	W Moore Street	West	7	3-Hour Time Restriction 9am-5pm Mon-Fri
9.09	S Salem Street	W Moore Street	NC 55	West	4	3-Hour Time Restriction 9am-5pm Mon-Fri
9.1	S Salem Street	E Moore Street	NC 55	East	4	3-Hour Time Restriction 9am-5pm Mon-Fri
9.11	S Salem Street	Holleman Street	E Moore Street	East	10	3-Hour Time Restriction 9am-5pm Mon-Fri
9.12	S Salem Street	E Chatham Street	Holleman Street	East	16	3-Hour Time Restriction 9am-5pm Mon-Fri
N/A	Town Side Drive	Heritage Village Lane	Oak Pine Drive	West	First four marked parking spaces not designated as handicap accessible spaces	1-Hour Time Restriction 8am-6pm

Traffic Schedule III Parking Time Limits



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION
Meeting Date: September 10, 2024

Item Details

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

Department(s): Transportation and Infrastructure Development

Requested Motion

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

Approval Recommended?

Yes

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



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION
Meeting Date: September 10, 2024

Item Details

Presenter(s): Laurie Hohe, Town Attorney

Department(s): Legal Services

Requested Motion

Motion to go into closed session pursuant to NCGS 143-318.11(a)(3) to consult with the Town Attorney in order to preserve attorney-client privilege.

Approval Recommended?

Yes

Item Details

NCGS § 143-318.11(a)(3)

"To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body"

Attachments

- N/A

