



AGENDA | REGULAR TOWN COUNCIL MEETING

Tuesday, June 10, 2025 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

Governing Body and Town Senior 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 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 - CSX Transportation Inc. and Town of Apex - Grade Crossing Maintenance Agreement - Hunter Street - BL-0047 Downtown Safe Routes to Schools Project**
Chris Johnson, MPA, P.E., Director, Transportation and Infrastructure Development Dept.
- CN2 Agreement - Renewal of GoApex Agreement with Town of Cary and MV Transportation - July 1, 2025 through June 30, 2026**
Katie Schwing, Senior Planner - Long Range Transit, Planning Department
- CN3 Annexation No. 799 - Saint Paul American Orthodox Church - Kelly Road/Holland Road - 4.0626 acres**
Allen Coleman, Town Clerk
- CN4 Annexation No. 800 - Atkins Hudson Davidson Homes Assemblage - New Hill Olive Chapel Road - 16.80 acres**
Allen Coleman, Town Clerk
- CN5 Contract Multi-Year - ESRI ARC Geographic Information System (GIS) - Renewal - July 01, 2025 through June 30, 2028 - Mapping Information Internal and External**
Erika Sacco, Director, Information Technology Department

- CN6 Contract Multi-Year - Greenscape Landscape Maintenance - Town Facilities and Grounds Landscaping - July 1, 2025 through June 30, 2028**
Matt Wetherell, Facilities and Grounds Manager, Public Works Department
- CN7 Contracts Multi-Year - Various (27 total) On-Call Master Service Agreements - Architectural, Construction Engineering and Inspection (CEI), Engineering, and Surveying Services - July 1, 2025 through June 30, 2028**
Jonathan Jacobs, Assistant Director, Water Resources Department
- CN8 Council Meeting Minutes - Various**
Allen Coleman, Town Clerk
- CN9 Ordinance Amendments - Chapter 2 - Administration and Chapter 15 - Parks and Recreation - Various Sections - Resident Advisory Board Structure Changes**
Allen Coleman, Town Clerk
- CN10 Pay and Classification Plan - Fiscal Year 2025-26**
Karen Spurlin, Interim Director, Human Resources Department
- CN11 Position Authorization List - Fiscal Year 2025-26**
Karen Spurlin, Interim Director, Human Resources Department
- CN12 Property Acquisition and Budget Amendment No. 12 - 8401 Humie Olive Road**
Steve Adams, Real Estate and Utilities Acq. Specialist, Trans. and Infra. Dev. Department
- CN13 Resident Advisory Board Administrative Policy Adoption**
Allen Coleman, Town Clerk
- CN14 Rezoning Case No. 24CZ11 - Altera Heights PUD - Statement and Ordinance**
Bruce Venable, Planner II, Planning Department
- CN15 Rezoning Case No. 24CZ23 - Greenway Waste Expansion - Statement and Ordinance**
Bruce Venable, Planner II, Planning Department
- CN16 Rezoning Case No. 25CZ03 - 309 North Salem Street - Statement and Ordinance**
Joshua Killian, Planner II, Planning Department
- CN17 Rezoning Case No. 25CZ05 - West Village PUD Amendment - Statement and Ordinance**
Lauren Staudenmaier, Planner III, Planning Department
- CN18 Surplus Badge and Service Weapon - Retired Police Officer William Hotchkiss**
Joseph Best, Capitan, Apex Police Department (APD)
- CN19 Tax Report - April 2025**
Allen Coleman, Town Clerk

UPDATES BY TOWN MANAGER

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.

PRESENTATIONS

PR1 Proclamation - Apex Pollinator Week - Monday, June 23 through Sunday, June 29, 2025

Mayor Jacques K. Gilbert

PR2 Proclamation - Apex Public Works Appreciation Week 2025 - Sunday, June 15 through Saturday, June 21, 2025

Mayor Jacques K. Gilbert

PR3 Proclamation - Juneteenth - Thursday, June 19, 2025

Mayor Jacques K. Gilbert

PR4 Proclamation - LGBTQIA+ Pride Month - June 2025

Mayor Jacques K. Gilbert

PR5 Apex Transit Prioritization Study Update

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

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 Apex Affordable Housing Plan - Recommended Updates

B. Lamont Taylor, Housing Services Manager, Community Dev. and Nghbd. Conn. Dept.

CLOSED SESSION

Council will enter into closed session pursuant to:

CS1 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: June 10, 2025

Item Details

Presenter(s): Chris Johnson, P.E., MPA, Director

Department(s): Transportation and Infrastructure Development

Requested Motion

Motion to approve a Grade Crossing Maintenance Agreement between CSX Transportation, Inc. and Town of Apex, for the BL-0047 Downtown Safe Routes to School Project (sidewalk) located on the North Side of Hunter Street, and to authorize the Town Manager, or their designee, to execute the contract on behalf of the Town.

Approval Recommended?

Yes

Item Details

The project includes connection of sidewalk to the railroad crossing on the north side of Hunter St. The Construction Agreement with CSX Transportation, Inc. for this work has already been executed, dated December 5, 2023. The Town Attorney requested the following language changes to the agreement which CSX declined.

1. Page 4, item 9), add: (c) CSXT shall draw from the Annual Surface Fee paid by AGENCY for any costs incurred pursuant to this Agreement. In the event CSXT costs will exceed the Annual Surface Fee paid, except in the case of an emergency, CSXT shall first notify AGENCY of needed maintenance and provide AGENCY reasonable time to perform such maintenance before incurring any cost pursuant to this Agreement, beyond the Annual Surface Fee.
2. Page 4, item 11), add: The AGENCY shall, at its sole expense, maintain, and if deemed necessary by the AGENCY, replace the remainder of the road on either side of the SURFACE within CSXT's right-of-way at the CROSSING, plus any paving which may be located between the ends of the ties.
3. Page 7, item 21), add: Notwithstanding the foregoing, the AGENCY shall have no indemnification obligation for the negligence or intentional, wrongful acts of CSXT.

Attachments

- CN1-A1: Agreement - CSX Transportation Inc. and Town of Apex - Grade Crossing Maintenance Agreement - Hunter Street - BL-0047 Downtown Safe Routes to Schools Project



GRADE CROSSING MAINTENANCE AGREEMENT

THIS GRADE CROSSING MAINTENANCE AGREEMENT (this “Agreement”), effective as of _____ (the “Effective Date”), is between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business located at 500 Water St., Jacksonville, FL 32202, hereinafter called “CSXT,” and TOWN OF APEX, a body corporate and political subdivision of the State of North Carolina, hereinafter called “AGENCY”.

WITNESSETH:

WHEREAS, by that certain Construction Agreement entered into between the AGENCY and CSXT, dated _____, hereinafter referred to as the “Construction Agreement”, AGENCY will construct or cause to be constructed the Project (as defined in the Construction Agreement) which includes an at-grade public roadway known as Hunter Street across and over the tracks, right-of-way and property of CSXT, at CSXT’s Milepost SDS 20.58, DOT No. 845902P, hereinafter referred to as the “CROSSING”; and

WHEREAS, upon completion of the Project, the AGENCY will use, maintain, repair, renew, replace and ultimately remove the CROSSING under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, it is agreed between AGENCY and CSXT as follows:

- 1) The CROSSING includes but is not limited to, the track structure, grade crossing surface, any railroad crossing warning signs, and automatic grade crossing warning devices which are, or might be, located within or adjacent to the above-described location. Upon completion of the Project, the CROSSING shall be thereafter maintained as provided herein at the sole cost and expense of the AGENCY.

- a) AGENCY shall maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans, consisting of roadway pavement up to the outer ends of the railroad cross ties, sidewalks, guardrails, and curbs, in good and safe condition to CSXT's satisfaction. In the event AGENCY fails to do so after reasonable notice from CSXT (unless an emergency condition exists or is imminent in the opinion of CSXT that requires immediate action), CSXT may perform such maintenance and repair, at AGENCY's sole cost and expense.
 - b) CSXT shall maintain and repair the crossing surface between the ends of its cross ties and its signal facilities at the CROSSING, at AGENCY's sole cost and expense.
 - c) AGENCY shall not undertake any alteration, modification or expansion of the CROSSING, without the prior written approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require. CSXT may undertake alterations and/or maintenance of its property, track or facilities and shall be reimbursed by AGENCY for the expenses incurred by CSXT with respect to the removal and restoration of the crossing in connections with such alteration and/or maintenance.
- 2) Upon completion of the Project, notwithstanding any rights granted to the AGENCY herein, CSXT reserves the right to perform all work required on CSXT's property and right-of-way at the CROSSING including construction, drainage, lighting and vegetation management, in which event AGENCY shall pay CSXT the entire cost and expense of labor, materials and equipment furnished by CSXT in performing such work.
 - 3) The CROSSING shall be used for public at-grade road and walkway crossing purposes only and no utility (including but not limited to telecommunications facilities,

pipes, wires, cables) or other line or structure, materials, vegetation or other improvements shall be placed in, on or over the CROSSING without the previous consent in writing of CSXT and the execution of such additional agreements as CSXT deems necessary.

4) This Agreement shall terminate immediately on the date of termination of the easements rights granted and conveyed by CSXT to the AGENCY pursuant to that certain Deed of Easement granted by CSXT to Agency and recorded in the records of Wake County, North Carolina.

5) RESERVED.

6) Unless otherwise specified in this Agreement, the cost of and liability for installation, construction, maintenance, replacement and removal of all facilities at the CROSSING, including but not limited to the track structure, any railroad crossing warning signs, and crossing surfaces, whether performed by the AGENCY or CSXT, shall be the sole responsibility of the AGENCY.

7) RESERVED.

8) Pursuant to the Construction Agreement, the crossing surface will measure approximately seventy-two feet (72') wide at the CROSSING (the "SURFACE"), including the walkways. On each anniversary of the Effective Date until termination of this Agreement, AGENCY shall pay an annual fee to CSXT in the amount of **FOUR THOUSAND FOUR HUNDRED SEVENTY-EIGHT AND 00/100 DOLLARS** (\$4,478.00), towards the ongoing maintenance of the SURFACE (the "Annual Surface Fee"). The Annual Surface Fee shall be increased each year in accordance with Section 9.

9) The Annual Surface Fee shall be adjusted as follows:

(a) The Annual Surface Fee shall be subject to periodic review and adjustment by

CSXT. Agency shall have no right of refund for any cause whatsoever with respect to the Annual Surface Fees paid to CSXT, which shall commence on the dates provided in Section 8. CSXT will provide notice of any increase as a result of such review and adjustment in advance of the due date.

- (b) In addition to the periodic review and adjustment referred to in the Section 9 a) above, the Annual Fees shall be adjusted on an annual basis by three percent (3%) per annum.

10) When CSXT determines that the replacement of the SURFACE is more economical than its continued maintenance, CSXT shall have the exclusive option to replace the SURFACE with its standard timber and asphalt surface. In the event AGENCY requests that CSXT install a different type of grade crossing surface and CSXT agrees to do so, the difference in cost between the then current estimated replacement cost of CSXT's standard timber and asphalt surface and the AGENCY's requested surface type shall be the sole responsibility of the AGENCY.

11) The AGENCY shall, at its sole expense, maintain and replace the remainder of the road on either side of the SURFACE within CSXT's right-of-way at the CROSSING, plus any paving which may be located between the ends of the ties. AGENCY shall perform such work in accordance with the time and operational requirements of CSXT. The AGENCY will give prior notice to CSXT of all work to be performed by it at or near the CROSSING and no such work shall be performed by AGENCY without the prior approval of CSXT and the execution of such additional agreements as CSXT deems necessary. All work performed by the AGENCY shall be conducted at such times and in such manner as to not interfere or impede the operations of CSXT. CSXT shall provide a construction watchman or other protective services at the CROSSING while work is being performed

by the AGENCY under the provisions of this Agreement, at the sole expense of the AGENCY.

12) The AGENCY agrees, acknowledges and understands that CSXT reserves the right to make any changes at any future time in its existing tracks or other facilities, including the installation, maintenance and operation of any additional track or tracks or other facilities on its right-of-way at the CROSSING. CSXT shall be reimbursed by AGENCY for the expenses incurred by CSXT with respect to the removal and restoration of the CROSSING in connection with such changes or alterations. The AGENCY agrees to promptly relocate any AGENCY facilities to accommodate any CSXT changes within thirty (30) days of a request by CSXT to do so, at AGENCY's sole cost and expense.

13) The AGENCY agrees that it will install, maintain and replace all necessary drainage facilities to prevent the accumulation of surface water due to the existence of the CROSSING. Such facilities must first be approved by the CSXT and any governing bodies having jurisdiction thereof and operation of the facilities shall also be subject at all time to their approval. An additional license agreement may be required by the CSXT, depending upon the location of such drainage facilities and type, size, depth and other specifications of the proposed facilities.

14) Lighting facilities adequate to comply with the requirements of the laws of the State of North Carolina covering illumination of the road crossing shall be installed, maintained and replaced at or near this CROSSING by and at the sole cost of AGENCY.

15) Facilities at or near the CROSSING that are not specifically covered by this Agreement may not be constructed by AGENCY at or near the CROSSING without the prior written approval of CSXT, which approval is in CSXT's sole discretion. The cost and liability for such facilities, including but not limited to claims for personal injury or death

or damage to property of any person or persons whomsoever, shall be the sole responsibility of AGENCY to the extent permitted by law.

16) If at any time CSXT, at AGENCY's request, performs work required to be performed by AGENCY hereunder, the cost and liability for such work, including but not limited to claims for personal injury or death or damage to property of any person or persons whomsoever, shall be the sole responsibility of AGENCY to the extent permitted by law.

17) The AGENCY further covenants to pay CSXT, within thirty (30) days after presentation of the same, all invoices submitted by CSXT under this Agreement. Failure to promptly pay to CSXT amounts billed as due under this Agreement shall constitute default by the AGENCY. In the event the AGENCY fails to pay CSXT any sums due to CSXT under this Agreement, AGENCY shall pay CSXT an interest rate at the lesser of 1.0% per each month of delinquency or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full. In the event AGENCY fails to comply with any of the other terms and conditions of this Agreement, then, at the option of CSXT, CSXT may elect, by delivery of notice to AGENCY, not to perform CSXT's obligations under this Agreement, up to and including closing the CROSSING, until the AGENCY cures any such default to CSXT's satisfaction.

18) At the termination of this Agreement as provided above, all rights of the AGENCY shall terminate and the AGENCY shall remove, under CSXT's supervision and direction, at AGENCY's entire cost and expense, said road and all non-CSXT-owned improvements placed upon the CSXT's right-of-way and restore the ground to its original condition.

19) To the fullest extent permitted by state law, the AGENCY shall indemnify,

defend and hold harmless CSXT for assessments or other charges of any kind whatsoever against the CSXT at any time for any portion of public improvements arising out of the existence of the CROSSING.

20) The AGENCY shall not in any way, or at any time, interfere with or obstruct CSXT's right-of-way, the movement of CSXT's trains and other railroad operations, or interfere with the CSXT's use thereof, or the use thereof by CSXT's assigns, invitees, lessees or licensees.

21) To the fullest extent permitted by state law, the AGENCY shall, and shall require its contractor to, indemnify, defend and hold harmless CSXT, its affiliates, officers, directors and employees from any and all suits, claims, liability, losses, damages, expenses and costs (including reasonable attorney's fees) incurred by or asserted against CSXT whether for personal injury or death or damage to property of any person or persons whomsoever, relating to, resulting from or arising out of any future maintenance or replacement of the CROSSING by CSXT, the performance of work by CSXT required to be performed by AGENCY hereunder, or the use of the CROSSING or AGENCY facilities, including but not limited to pedestrian walkways, at or near the CROSSING. Notwithstanding the foregoing, the AGENCY shall have no indemnification obligation for the intentional, wrongful acts of CSXT.

22) At least thirty (30) days prior to AGENCY's performance of any work in connection with the CROSSING, AGENCY's performance of any work in connection with the CROSSING, AGENCY or its contractor shall notify CSXT or its authorized representative. CSXT shall review AGENCY's request for approval and/or authorization to proceed. Such approval and/or authorization to proceed shall include (if applicable) the execution of such additional agreement(s) as CSXT deems necessary and CSXT's

requirement to furnish protective services including but not limited to flagmen, construction watchmen, field construction inspectors, etc. ("Protective Services") for the protection of CSXT's employees, property and train operations with respect to AGENCY's work activity. Any such Protective Services shall be furnished at AGENCY's sole cost and expense. AGENCY shall abide by all instructions of CSXT's Regional Engineer, or his or her authorized representative, in the performance of any work at the CROSSING.

In addition to, but not in limitation of any of the foregoing provisions, if at any time CSXT should deem it necessary to place Protective Services for the protection of any person or property, during the construction, maintenance, repair, alteration, renewal, or removal at the CROSSING, CSXT shall have the right to place such Protective Services, or other persons, at the sole cost and expense of the AGENCY. The furnishing or failure to furnish Protective Services, or other persons, by the CSXT under this paragraph, however, shall not release AGENCY from any and all other liabilities assumed by AGENCY under the terms of this Agreement, including its obligations under Paragraph 20 hereof.

23) Installation, maintenance and replacement of any and all railroad advance warning signs and pavement markings on any road approaching the CROSSING shall be the sole responsibility and cost of the AGENCY, and at its sole expense.

24) The AGENCY hereby acknowledges that it has been notified that its personnel will or may be working in an area containing active fiber-optic transmission cable as well as other cables and other facilities.

25) If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

26) This Agreement will be governed by the laws of the State of North Carolina. It constitutes the complete and exclusive statement of the Agreement between the parties which supersedes all proposals, oral or written, and all other communications between the parties related to the subject matter of this Agreement. Any future change or modification of this Agreement must be in writing and signed by both parties.

27) Upon completion of the Project and except as otherwise provided in this Agreement, if any provision contained in this Agreement is in conflict with, or inconsistent with, any provision in any of the Construction Agreement, the provision contained in this Agreement shall govern and control.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the CSXT and the AGENCY have caused this instrument to be executed in their corporate names in duplicate the day first hereinafter written by their undersigned officials thereunto lawfully authorized.

TOWN OF APEX

CSX TRANSPORTATION, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

By: _____

Name: _____

Title: _____

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 10, 2025

Item Details

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

Department(s): Planning Department

Requested Motion

Motion to approve an Amendment No. 3 of the GoApex Agreement between Town of Cary and MV Transportation, Inc. and the Town of Apex, effective for one (1) year beginning July 1, 2025 through June 30, 2026; to update the operating cost per hour from \$110 to \$115.50, and to authorize the Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes.

Item Details

This amendment to the agreement between the Town of Apex, Town of Cary, and MV Transportation renews the terms and responsibilities for the operation of the GoApex Route 1 fixed route transit service.

This amendment updates the term to July 1, 2025 through June 30, 2026. It also updates the cost per hour from \$110.00 (as approved in Amendment #2 for FY25) to \$115.50, and updates Exhibit A, Span of Revenue Service and Holiday Schedule for FY26, in order to accommodate the funded expansion of Sunday service on GoApex Route 1 beginning in Q2 of FY26.

The Town of Apex's draft FY26 budget includes funding for operating GoApex Route 1, and funding is included in the draft FY26 Wake Transit Work Plan through the Wake Transit Community Funding Area Program (under Wake Transit Project ID TO005-BF), which provides up to a 50% match of eligible costs, reimbursable to the Town.

It is of note that this annual term update (#3) is the last allowed under the full agreement executed in 2022, so a new full agreement would need to be considered next year to continue the service.

Attachments

- CN2-A1: Agreement - Amendment No. 3 to GoApex Fixed Route Service Agreement, with updated Exhibit A
- CN2-A2: Original Executed GoApex Fixed Route Service Agreement, FY23 - CONT-2023-076- July 1, 2023 through June 30, 2024
- CN2-A3: CONT-2024-114 - Amendment No. 2 - Renewal of GoApex Agreement with Town of Cary and MV Transportation - July 1, 2024 through June 20, 2025



NORTH CAROLINA
WAKE COUNTY

AMENDMENT #3 TO GOAPEX AGREEMENT

Contract Number: EN23-007-00

THIS AMENDMENT #3 TO GOAPEX AGREEMENT, (“Amendment 3”) is 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, Town of Apex, a North Carolina municipal corporation (hereafter “Apex”), having its office at 73 Hunter St., Apex, NC 27502, and Cary’s bus services contractor MV Transportation, Inc., a corporation duly organized under the laws of the State of California and duly qualified to transact business in the State of North Carolina (hereafter “MV Transportation”), having an office at 2711 N. Haskell Ave., Suite 1500-LB2, Dallas, TX 75204. The foregoing may be individually referred to herein as “Party” and collectively referred to as “Parties.”

Cary, Apex and MV Transportation entered into the GoApex Agreement for transit service on June 22, 2022 (“EN2300700”), Amendment #1 on May 10, 2023 (“EN2300701”), and Amendment #2 on June 3, 2024 (“EN2300702”) hereafter referred to collectively as “Agreement”.

The Parties desire to renew and amend Agreement.

NOW THEREFORE, in consideration of the mutual promises to each other, as hereinafter set forth, the Parties hereto do mutually agree to amend the Agreement, as follows:

1. As permitted by Section 1, the Parties agree to renew the Agreement for one (1) year beginning July 1, 2025, and terminating June 30, 2026.
2. Section 3.B is amended to update the operating cost per hour to one hundred fifteen dollars and fifty cents (\$115.50).
3. Exhibit A of the Agreement is deleted in its entirety and replaced by Amended Exhibit A, attached hereto and incorporated herein by reference (“Amended Exhibit A”).
4. Except as modified herein, the Agreement shall continue in full force and effect.

(SIGNATURE PAGE TO FOLLOW)

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

Reviewed by:

Steve Maynard, Purchasing Manager

Date

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

Jessica Murphy-Rhem, Interim Finance Director

Date

MV Transportation, Inc.

Erin K. Niewinski, Executive VP & CFO

Date

Town of Cary

Kelly A. Blazey, Transit Director

Date

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

Deputy Finance Officer

Date

Amended Exhibit A

Span of Revenue Service

Monday – Saturday 6:00 AM – 10:00 PM

Sunday 7:00 AM – 9:00 PM Effective Date Estimated to be
November 1, 2025 at the request of Apex

GoApex Route 1 Holiday Schedule

Date	Day of Week	Holiday	Service Type
7/4/2025	Friday	4th of July	CLOSED
9/1/2025	Monday	Labor Day	CLOSED
11/11/2025	Tuesday	Veterans Day	Regular Schedule
11/27/2025	Thursday	Thanksgiving	CLOSED
11/28/2025	Friday	Day after thanksgiving	Regular Schedule
12/24/2025	Wednesday	Christmas Eve	Sunday Schedule, Service ends at 7pm
12/25/2025	Thursday	Christmas	CLOSED
12/26/2025	Friday	Day after Christmas	Regular Schedule
1/1/2026	Thursday	New Years Day	Sunday Schedule
1/19/2026	Monday	MLK Jr. Day	Sunday Schedule
4/3/2026	Friday	Good Friday	Regular Schedule
5/25/2026	Monday	Memorial Day	Sunday Schedule
6/19/2026	Friday	Juneteenth	Regular Schedule

CONT-2022-076

CONTRACT ROUTING CONTROL SHEET

Routing Order: (1) Department Director, (2) Purchasing and Contract Manager (3) Legal,
(4) Risk Manager, (5) Vendor for Signature (6) Finance Director, (7) Town Clerk, (8) Town Council/Town Manager

EVERY SECTION MUST BE COMPLETED

DEPARTMENT:

Department Contact Person for Contract: Shannon Cox (w/ copy to Katie Schwing) Extension: 3505 and 1043
Contractor/Vendor Name and address: Town of Cary, 316 North Academy Street, Cary NC 27513 and MV Transportation, 2711 Haskell Ave, Ste. 1500-LB2, Dallas TX 75204
Contractor/Vendor Phone: Contractor/Vendor Contact Person: Kelly Blazey, Transit Administrator, 919-462-2080
Purpose of Contract: Service agreement renewal for the fixed route GoApex service.
Amount: \$537,264 Budget Code: 10-4900-45405
Type of Contract: ☐ New ☒ Renew ☐ Amendment Exhibits/Attachments included: ☒ Yes ☐ N/A

Department Director's Signature: Dianne Khin

Digitally signed by Dianne Khin
Date: 2023.03.06 18:18:46 -0500

Date: 3/6/2023

All Contracts should be sent to the Purchasing and Contract Manager (Steve Maynard). Steve will determine whether the contract will need to go to the Legal Department for review or not.

LEGAL

Reviewed by: Brian Meyer

Digitally signed by Brian Meyer
Date: 2023.03.14 15:07:14 -0400

Date: 3-14-23

Comments: ***Risk review not required, original insurance requirements from contract remain, this is renewing same terms.

- ☒ Town Council approval required ☐ Town Manager authorized to approve
☐ N/A – Purchasing and Contract Manager to forward
☐ Other Approvals required/permitted:

RISK MANAGER

Reviewed by and approved: Brian Meyer

Digitally signed by Brian Meyer
Date: 2023.03.14 15:07:54 -0400

Date: 3-14-23

- ☐ N/A – Purchasing and Contract Manager to forward
☐ Insurance specifications meet requirements.
☐ Insurance specifications have been revised.
☐ A pre-project safety review between the contractor and contracting department is required.

*Return to Department Contact Person to have contract signed by Contractor prior to forwarding to Finance Director
Obtain a copy of Certificate of Insurance that includes the proper coverage and shows the Town as an additional insured*

FINANCE DIRECTOR

- ☐ Sufficient funds are available in the proper category to pay for this expenditure.
☐ This contract is conditioned upon appropriation by the Town Council of sufficient funds.
☐ A budget amendment is necessary before this agreement is approved.
☐ A budget amendment is attached as required for approval of this agreement.

Finance Director: [Signature]

Date: 3 / 22 / 2023

TOWN CLERK

Date Received: 4 / 18 / 2023

Signed by Contractor: ☒ YES ☐ NO--Return to Department

Council Action Required: forward to Town Manager Agenda Date: 3 / 28 / 2023

Approved by Council: ☐ YES ☐ NO

TOWN MANAGER

This document has been reviewed and approval is recommended by the Town Manager: ☒ YES ☐ NO

Town Manager: [Signature]

Date: 4 / 18 / 2023

After approval and signatures, contract will be sent to the Purchasing and Contracts Manager who will return it to the Department Contact Person for Department to administer.

Scan signed contract to Department contracts folder (include Routing Sheet and copy of Certificate of Insurance)

CONTRACT CONTROL FORM
TOWN OF CARY

CCN: EN2300701

DEPARTMENT: EN
 CONTRACT ADMINISTRATOR ..: KELLY BLAZEY
 ADMINISTRATOR'S PHONE ...: 919 462-2080
 CONTRACT NAME: GOAPEX ROUTE 1 SERVICE AGREEMENT
 CONTRACTOR'S NAME: APEX TOWN OF
 CONTRACT EXPIRATION DATE: 6/30/2024


TYPE: 4	1=SERVICE	STATUS: 2	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: 25-0000-391.1031
 PROJECT NAME ..: GOAPEX ROUTE 1 SERVICE
 PROJECT NUMBER:
 OBLIGATES REVENUE TO THE TOWN: \$535,502.00
 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: 3/23/2023

FINANCE  DATE IN: ACTION DATE:

INITIALS: 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:

NORTH CAROLINA
WAKE COUNTY

AMENDMENT #1 TO GOAPEX AGREEMENT

Contract Number: EN23-007-00

THIS AMENDMENT #1 TO GOAPEX AGREEMENT, (“Amendment 1”) is 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, Town of Apex (hereafter “Apex”), a North Carolina municipal corporation having its office at 73 Hunter St., Apex, NC 27502, and Cary’s bus services contractor MV Transportation, Inc. (hereafter “MV Transportation”), a corporation duly organized under the laws of the State of California and duly qualified to transact business in the State of North Carolina, having an office at 2711 N. Haskell Ave., Suite 1500-LB2, Dallas, TX 75204. The foregoing may be individually referred to herein as “Party” and collectively referred to as “Parties.”

Cary, Apex and MV Transportation entered into the GoApex Agreement for transit service on June 22, 2022 (“Agreement”).

The Parties desire to renew and amend Agreement.

NOW THEREFORE, in consideration of the mutual promises to each other, as hereinafter set forth, the Parties hereto do mutually agree to amend the Agreement, as follows:

1. As permitted by Section 1, the Parties agree to renew the Agreement for one year beginning July 1, 2023, and terminating June 30, 2024.
2. Section 3.B is amended to update the operating cost per hour to one hundred five dollars (\$105.00).
3. Section 29 Nondiscrimination is deleted in its entirety and replaced with the following:

Section 29. 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.

4. Exhibit B of the Agreement is deleted in its entirety and replaced by Exhibit B, attached hereto and incorporated herein by reference (“Amended Exhibit B”), to include an updated map for GoApex Route 1.

5. Exhibit C of the Agreement is deleted in its entirety and replaced by Exhibit C, attached hereto and incorporated herein by reference (“Amended Exhibit C”), to include an updated stop list for GoApex Route 1.
6. Except as modified herein, the Agreement shall continue in full force and effect.

(SIGNATURE PAGE TO FOLLOW)

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

APEX, Town of Apex

DocuSigned by:

Crosby

C2037E33C2CC4B3...

Catherine Crosby, Town Manager

5/8/2023

Date

DS

al

Attest:

DocuSigned by:

Allen Coleman

C1F21B1AF04C4FF...

Allen Coleman, Town Clerk

5/8/2023

Date

Reviewed by:

DocuSigned by:

Steve Maynard

2128AE9CE84D436...

Steve Maynard, Purchasing Manager

5/5/2023

Date

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

DocuSigned by:

Antwan Morrison

C1EC1A957C74406...

Antwan Morrison, Finance Director

5/5/2023

Date

MV TRANSPORTATION, MV Transportation, Inc.

DocuSigned by:

Jamie Pierson

BB8F2312E6C0425...

Jamie Pierson, Chief Financial Officer

5/9/2023

Date

DS

Bl

CARY, Town of Cary

DocuSigned by:

Kelly A. Blazey

FED78E0655F14C8...

Kelly A. Blazey, Transit Director

5/9/2023

Date

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

Denisha Harris

DocuSigned by:

Denisha Harris

CAD701EE2F7F4BD...

Deputy Finance Officer

5/10/2023

Date

Amended Exhibit C**Updated GoApex Route 1 Bus Stops**

Route Order	Bus Stop ID	Bus Stop Name	Direction	Latitude	Longitude	Built by Town of Apex?	Maintained by Town of Apex?	Shared by a regional provider?	Amenities On Private Property?
1	16000	Hunter St at Town Hall Campus TEMPORARY	EB	35.73453	-78.84549	Yes	Yes		
1.1	16003	Laura Duncan Rd at Old Raleigh Rd (NB) TEMPORARY	NB	35.734334	-78.84409	Yes	Yes	Yes (GoTriangle 305)	
2	1165	Laura Duncan Rd at Vineyard Station (NB)	NB	35.735576	-78.84308	Yes	Yes	Yes (GoTriangle 305)	
3	16005	Apex Peakway at Laura Duncan Rd	WB	35.738116	-78.84243	Yes	Yes		
4	16007	Apex Peakway at Ambergate Station	WB	35.741476	-78.84685	Yes	Yes		
5	16009	N Salem St at Apex Peakway	SB	35.740682	-78.84908	Yes	Yes		
6	11371	N Salem St at Hunter St (Liberty Station (SB))	SB	35.73621	-78.84907	Yes	Yes	Yes (GoCary ACX)	
7	16013	Hunter St at Hillcrest Rd	WB	35.735441	-78.85717	Yes	Yes		
8	1593	W Williams St at Hunter St (NB)	NB	35.736411	-78.86294	No	No	Yes (GoTriangle 311)	
9	16017	W Williams St at Apex Peakway (NB)	NB	35.738837	-78.86536	Yes	Yes		
10	1725	W Williams St at Haddon Hall Dr (NB)	NB	35.743772	-78.8706	No	No	Yes (GoTriangle 311)	
11	16021	Beaver Creek Commons Dr at Chick-fil-A (WB)	WB	35.745855	-78.87475	Yes	Yes		

12	16023	Beaver Creek Commons Dr at Beaver Creek Greenway (WB)	WB	35.7468	-78.87823	Yes	Yes		
13	16027	Beaver Creek Commons Dr at Diamond Dove Ln (WB)	WB	35.741207	-78.89355	Yes	Yes		
14	16029	Kelly Rd at Evening Star Dr (SB)	SB	35.736275	-78.89615	Yes	Yes		
15	16031	Chapel Ridge Rd at Olive Chapel Professional Park	SB	35.737313	-78.88876	Yes	Yes		
16	16033	Olive Chapel Rd at Western Wake Crisis Ministry	WB	35.736816	-78.89014	Yes	Yes		
17	16035	Kelly Rd at Publix Pointe (NB)	NB	35.738028	-78.89567	Yes	Yes		
18	16037	Beaver Creek Commons Dr at Diamond Dove Ln (EB)	EB	35.740821	-78.89393	Yes	Yes		
19	16039	Beaver Creek Commons Dr at Beaver Creek Crossings West	EB	35.745216	-78.88865	Improved	No		Yes
20	16041	Beaver Creek Commons Dr at Regal Cinemas	EB	35.747255	-78.88358	Yes	Yes		
21	16043	Beaver Creek Commons Dr at Beaver Creek Greenway (EB)	EB	35.746706	-78.87828	Yes	Yes		
22	16045	Beaver Creek Commons Dr at Lowe's (EB)	EB	35.745468	-78.87455	Improved	Yes		Yes
23	1731	W Williams St at Haddon Hall Dr (SB)	SB	35.743802	-78.871	No	No	Yes (GoTriangle 311)	

24	16049	W Williams St at Healthplex Way (SB)	SB	35.740806	-78.86781	Yes	Yes		
25	1723	W Williams St at Apex Peakway (SB)	SB	35.738247	-78.86506	No	No	Yes (GoTriangle 311)	
26	1447	W Williams St at Olive Chapel Rd (SB)	SB	35.736155	-78.86308	No	No	Yes (GoTriangle 311)	
27	16055	W Williams St at Bryan Dr (Post Office)	SB	35.733557	-78.86167	Yes	Yes		
28	16057	W Williams St at Upchurch St	SB	35.728588	-78.85749	Yes	Yes		
29	16059	W Williams St at Salem St	SB	35.727015	-78.8539	Yes	Yes		
30	16061	E Williams St at S Hughes St (Park and Ride (SB))	SB	35.726105	-78.8513	Yes	Yes		
31	16063	E Williams St at Apex Village Center (SB)	SB	35.724946	-78.84817	Yes	Yes		
32	16065	E Williams St at Perry Rd	SB	35.720795	-78.84399	Yes	Yes		
33	16067	E Williams St at Apex Peakway	SB	35.71916	-78.84308	Yes	Yes		
34	1183	Apex Peakway at S Hughes St (Cambridge Village)	SB	35.717491	-78.84457	Yes	Yes	Yes (GoTriangle 305)	
35	16071	Apex Peakway at Norris Park	WB	35.714045	-78.85073	Yes	Yes		
36	16073	Apex Peakway at Shackleton Rd	WB	35.714521	-78.85595	Yes	Yes		
37	16075	Tingen Rd at Baberton Dr	NB	35.716528	-78.85764	Yes	Yes		
38	16077	Tingen Rd at Peace Haven Pl	NB	35.717794	-78.85651	Yes	Yes		
39	16079	Tingen Rd at Sparta Ln	NB	35.720186	-78.8558	Yes	Yes		
40	16081	James St at Germaine St	EB	35.72266	-78.85285	Yes	Yes		

41	16083	James St at E Williams St	EB	35.723031	-78.84648	Yes	Yes		
42	16085	E Williams St at S Mason St (Apex Middle School (NB))	NB	35.725827	-78.8501	Yes	Yes		
43	16087	S Salem St at Williams St	NB	35.727836	-78.8536	Yes	Yes		
44	16089	S Salem St at Moore St	NB	35.728765	-78.85296	Yes	Yes		
45	16091	N Salem St at The Depot	NB	35.732186	-78.85045	Yes	Yes		
46	1452	N Mason St at Old Mill Village Dr (Town Hall (NB)) TEMPORARILY OUT OF SERVICE	NB	35.732839	-78.84547	No	Trash removal only	Yes (GoTriangle 305)	



MVTRANS-01

MHERNANDEZ

DATE (MM/DD/YYYY)

3/22/2023

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fairly Consulting Group, LLC 1800 S. Washington, Suite 400 Amarillo, TX 79102	CONTACT NAME: PHONE (A/C, No, Ext): (806) 376-4761		FAX (A/C, No): (806) 376-5136
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : ACE American Insurance Company		22667
	INSURER B : Underwriters at Lloyds Insurance Company		37559
INSURED MV Transportation, Inc. and subsidiaries 2711 N Haskell, Suite 1500 Dallas, TX 75204	INSURER C : Indemnity Insurance Company of North America		43575
	INSURER D : Lloyd's Syndicate 2623 (Beazley Furlong Limited)		C2166
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			HDOG72961006	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			XSAH25577036	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			RTSXS-00069	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	WLRC7031521A	2/1/2023	2/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Cyber Security Liab.			W1A99B230801	2/1/2023	2/1/2024	Each Incident/Agg. 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Transit Contract - Fixed and Demand Response Transit Services

Town of Cary, North Carolina is Additional Insured on primary and non-contributory basis as respects General and Auto Liability coverage where required by written contract subject to policy terms, conditions, limits and exclusions. A Waiver of Subrogation applies as respects General Liability, Auto Liability, Workers Comp and Umbrella Liability where required by written contract.

MV Transportation, Inc. is self-insured for Auto Liability in the state of North Carolina. The above excess Auto policy provides coverage excess of a \$3M self-insured retention.

CERTIFICATE HOLDER

CANCELLATION

Town of Cary PO Box 8005 Cary, NC 27512-8005	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

POLICY NUMBER: HDO G72961006

Endorsement Number: 1

**COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: HDO G72961006

1
Endorsement Number: 8**COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s): Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured MV Transportation, Inc.			Endorsement Number 2
Policy Symbol HDO	Policy Number G72961006	Policy Period 02/01/2023 to 02/01/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
COMMERCIAL GENERAL LIABILITY COVERAGE

Schedule

Organization

Additional Insured Endorsement

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4.a:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured MV TRANSPORTATION, INC. 2711 N. HASKELL AVE, SUITE 1500, LB-2 DALLAS TX 75204	Endorsement Number
Policy Period 02-01-2023 TO 02-01-2024	Policy Number Symbol: WLR Number: C7031521A Effective Date of Endorsement 02-01-2023
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured MV Transportation, Inc.			Endorsement Number 40
Policy Symbol XSA	Policy Number XSAH25577036	Policy Period 02/01/2023 to 02/01/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS BUSINESS AUTO COVERAGE FORM
EXCESS TRUCKERS COVERAGE FORM

We waive the right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered "auto". The waiver applies only to the person or organization shown in the Schedule.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Authorized Agent

ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured MV Transportation, Inc.			Endorsement Number 3
Policy Symbol XSA	Policy Number H25577036	Policy Period 02/01/2023 TO 02/01/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered “auto,” Who Is Insured is amended to include as an “insured,” the persons or organizations named in this endorsement. However, these persons or organizations are an “insured” only for “bodily injury” or “property damage” resulting from acts or omissions of:
1. You.
 2. Any of your “employees” or agents.
 3. Any person operating a covered “auto” with permission from you, any of your “employees” or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured MV Transportation, Inc.			Endorsement Number 48
Policy Symbol XSA	Policy Number H25577036	Policy Period 02/01/2023 TO 02/01/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

EXCESS BUSINESS AUTOMOBILE POLICY

Schedule

Organization

All persons or entities where there is a contractual requirement for a Named Insured's auto policy to respond on either a primary or non-contributory basis, subject to satisfaction of the “retained limit”.

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover for a loss we cover under this policy, this insurance will apply to such loss and is primary (subject to satisfaction of the “retained limit”), meaning we will not seek contribution from the other insurance available to the Additional Insured. Your “retained limit” still applies to such loss, and we will only pay the Additional Insured for the “ultimate net loss” in excess of the “retained limit” shown in the Declarations of this policy.



MVTRANS-01

MHERNANDEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fairly Consulting Group, LLC 1800 S. Washington, Suite 400 Amarillo, TX 79102	CONTACT NAME: PHONE (A/C, No, Ext): (806) 376-4761		FAX (A/C, No): (806) 376-5136
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : ACE American Insurance Company		22667
	INSURER B : Underwriters at Lloyds Insurance Company		37559
INSURED MV Transportation, Inc. and subsidiaries 2711 N. Haskell, Suite 1500 Dallas, TX 75204	INSURER C : Indemnity Insurance Company of North America		43575
	INSURER D : Lloyd's Syndicate 2623 (Beazley Furlong Limited)		C2166
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			HDOG72961006	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			XSAH25577036	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			RTSXS-00069	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	WLRC7031521A	2/1/2023	2/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Cyber Security Liab.			W1A99B230801	2/1/2023	2/1/2024	Each Incident/Agg. 2,000,000
A	Professional Liab.			MPBG72961080	2/1/2023	2/1/2024	Each Claim/Agg. 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: GoApex Agreement - GoCary Transit Service

Town of Cary, Town of Apex are additional insureds on a primary and non-contributory basis as respects General Liability, Auto Liability and Umbrella/Excess Liability where required by written contract.

A Waiver of Subrogation applies as respects General Liability, Auto Liability, Workers Compensation and Umbrella/Excess Liability where required by written contract.

MV Transportation, Inc. is self-insured for Auto Liability in the state of North Carolina. The above Auto policy provides coverage excess of a \$3M self-insured retention.

CERTIFICATE HOLDER

CANCELLATION

Town of Apex 73 Hunter Street P. O. Box 250 Apex, NC 27502	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

POLICY NUMBER: HDO G72961006

Endorsement Number: 1

**COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Workers' Compensation and Employers' Liability Policy

Named Insured MV TRANSPORTATION, INC. 2711 N. HASKELL AVE, SUITE 1500, LB-2 DALLAS TX 75204	Endorsement Number
Policy Period 02-01-2023 TO 02-01-2024	Policy Number Symbol: WLR Number: C7031521A
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	Effective Date of Endorsement 02-01-2023
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative

POLICY NUMBER: HDO G72961006

1
Endorsement Number: 8

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s):Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured MV Transportation, Inc.			Endorsement Number 2
Policy Symbol HDO	Policy Number G72961006	Policy Period 02/01/2023 to 02/01/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
COMMERCIAL GENERAL LIABILITY COVERAGE

Schedule

Organization

Additional Insured Endorsement

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4.a:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

Authorized Agent

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured MV Transportation, Inc.			Endorsement Number 40
Policy Symbol XSA	Policy Number XSAH25577036	Policy Period 02/01/2023 to 02/01/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**EXCESS BUSINESS AUTO COVERAGE FORM
EXCESS TRUCKERS COVERAGE FORM**

We waive the right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered "auto". The waiver applies only to the person or organization shown in the Schedule.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Authorized Agent

ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured MV Transportation, Inc.			Endorsement Number 3
Policy Symbol XSA	Policy Number H25577036	Policy Period 02/01/2023 TO 02/01/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered “auto,” Who Is Insured is amended to include as an “insured,” the persons or organizations named in this endorsement. However, these persons or organizations are an “insured” only for “bodily injury” or “property damage” resulting from acts or omissions of:
1. You.
 2. Any of your “employees” or agents.
 3. Any person operating a covered “auto” with permission from you, any of your “employees” or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured MV Transportation, Inc.			Endorsement Number 48
Policy Symbol XSA	Policy Number H25577036	Policy Period 02/01/2023 TO 02/01/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

EXCESS BUSINESS AUTOMOBILE POLICY

Schedule

Organization

All persons or entities where there is a contractual requirement for a Named Insured's auto policy to respond on either a primary or non-contributory basis, subject to satisfaction of the “retained limit”.

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover for a loss we cover under this policy, this insurance will apply to such loss and is primary (subject to satisfaction of the “retained limit”), meaning we will not seek contribution from the other insurance available to the Additional Insured. Your “retained limit” still applies to such loss, and we will only pay the Additional Insured for the “ultimate net loss” in excess of the “retained limit” shown in the Declarations of this policy.

NORTH CAROLINA
WAKE COUNTY

AMENDMENT #1 TO GOAPEX AGREEMENT

Contract Number: EN23-007-00

THIS AMENDMENT #1 TO GOAPEX AGREEMENT, ("Amendment 1") is entered into by and between Cary, a North Carolina municipal corporation (hereafter "Cary") having its office at 316 North Academy St., Cary, NC 27513, Town of Apex (hereafter "Apex"), a North Carolina municipal corporation having its office at 73 Hunter St., Apex, NC 27502, and Cary's bus services contractor MV Transportation, Inc. (hereafter "MV Transportation"), a corporation duly organized under the laws of the State of California and duly qualified to transact business in the State of North Carolina, having an office at 2711 N. Haskell Ave., Suite 1500-LB2, Dallas, TX 75204. The foregoing may be individually referred to herein as "Party" and collectively referred to as "Parties."

Cary, Apex and MV Transportation entered into the GoApex Agreement for transit service on June 22, 2022 ("Agreement").

The Parties desire to renew and amend Agreement.

NOW THEREFORE, in consideration of the mutual promises to each other, as hereinafter set forth, the Parties hereto do mutually agree to amend the Agreement, as follows:

1. As permitted by Provision 1, the Parties agree to renew the Agreement for one year beginning July 1, 2023 and terminating June 30, 2024.
2. Provision 3.B, is amended to update the operating cost per hour to \$105.00.
3. Exhibit B of the Agreement is deleted in its entirety and replaced by Exhibit B, attached hereto and incorporated herein by reference ("Amended Exhibit B"), to include an updated map for GoApex Route 1.
4. Exhibit C of the Agreement is deleted in its entirety and replaced by Exhibit C, attached hereto and incorporated herein by reference ("Amended Exhibit C"), to include an updated stop list for GoApex Route 1.
5. Except as modified herein, the Agreement shall continue in full force and effect.

(SIGNATURE PAGE TO FOLLOW)

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

Town of Apex

By: Crosby
(signature)
Name: Catherine Crosby
Title: Town Manager
Date: 4/18/23

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

[Signature]
Finance Director
Date 3/22/23

Cary

By: _____
(signature)
Name: Kelly A. Blazey
Title: Transit Director
Date: _____

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

Deputy Finance Officer
Date _____

Exhibit B

Updated GoApex Route 1 Map

GoApex Route 1

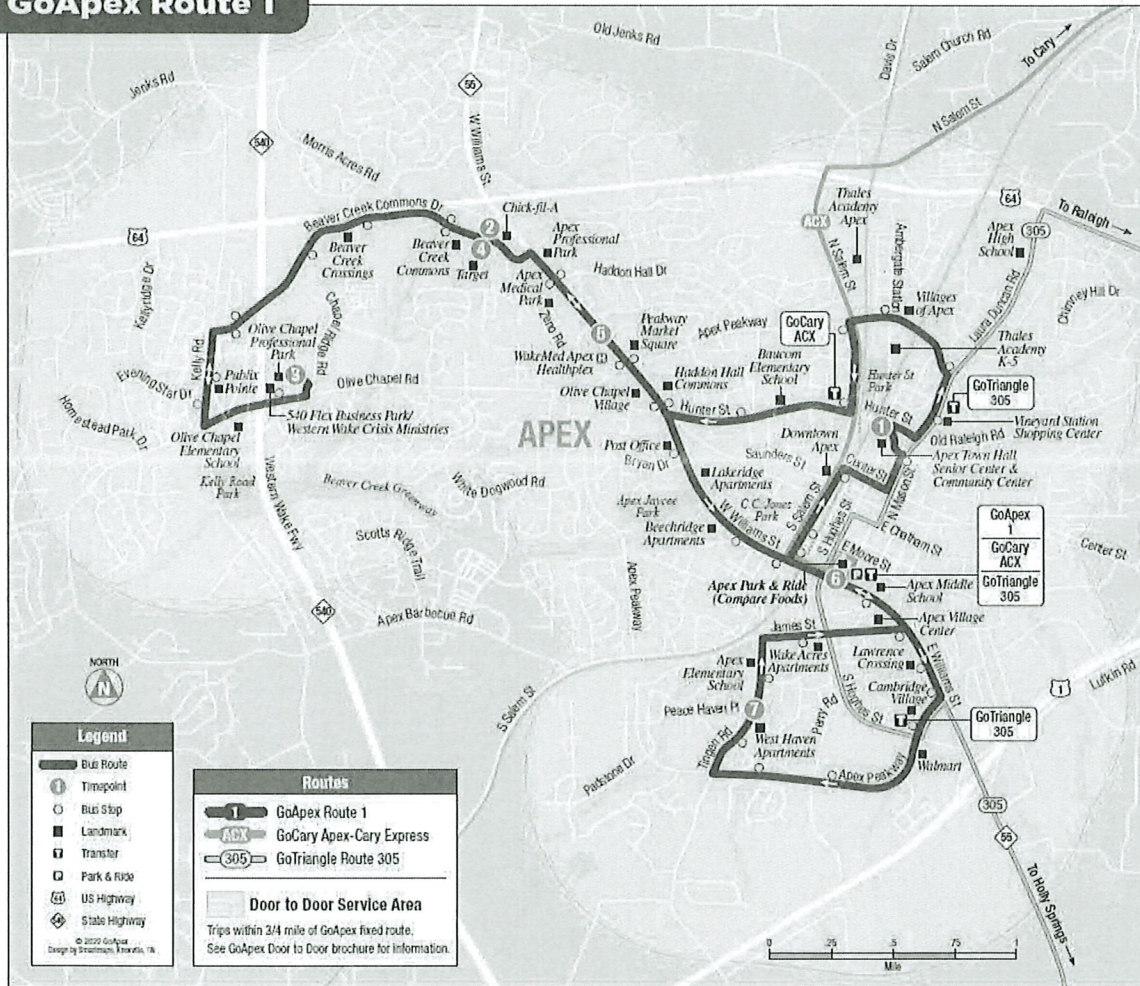


Exhibit C

Updated GoApex Route 1 Bus Stops

Route Order	Bus Stop ID	Bus Stop Name	Direction	Latitude	Longitude	Built by Town of Apex?	Maintained by Town of Apex?	Shared by a regional provider?	Amenities On Private Property?
1	16000	Hunter St at Town Hall Campus TEMPORARY	EB	35.73453	-78.84549	Yes	Yes		
1.1	16003	Laura Duncan Rd at Old Raleigh Rd (NB) TEMPORARY	NB	35.734334	-78.84409	Yes	Yes	Yes (GoTriangle 305)	
2	1165	Laura Duncan Rd at Vineyard Station (NB)	NB	35.735576	-78.84308	Yes	Yes	Yes (GoTriangle 305)	
3	16005	Apex Peakway at Laura Duncan Rd	WB	35.738116	-78.84243	Yes	Yes		
4	16007	Apex Peakway at Ambergate Station	WB	35.741476	-78.84685	Yes	Yes		
5	16009	N Salem St at Apex Peakway	SB	35.740682	-78.84908	Yes	Yes		
6	11371	N Salem St at Hunter St (Liberty Station (SB))	SB	35.73621	-78.84907	Yes	Yes	Yes (GoCary ACX)	
7	16013	Hunter St at Hillcrest Rd	WB	35.735441	-78.85717	Yes	Yes		
8	1593	W Williams St at Hunter St (NB)	NB	35.736411	-78.86294	No	No	Yes (GoTriangle 311)	
9	16017	W Williams St at Apex Peakway (NB)	NB	35.738837	-78.86536	Yes	Yes		
10	1725	W Williams St at Haddon Hall Dr (NB)	NB	35.743772	-78.8706	No	No	Yes (GoTriangle 311)	
11	16021	Beaver Creek Commons Dr at Chick-fil-A (WB)	WB	35.745855	-78.87475	Yes	Yes		

12	16023	Beaver Creek Commons Dr at Beaver Creek Greenway (WB)	WB	35.7468	-78.87823	Yes	Yes		
13	16027	Beaver Creek Commons Dr at Diamond Dove Ln (WB)	WB	35.741207	-78.89355	Yes	Yes		
14	16029	Kelly Rd at Evening Star Dr (SB)	SB	35.736275	-78.89615	Yes	Yes		
15	16031	Chapel Ridge Rd at Olive Chapel Professional Park	SB	35.737313	-78.88876	Yes	Yes		
16	16033	Olive Chapel Rd at Western Wake Crisis Ministry	WB	35.736816	-78.89014	Yes	Yes		
17	16035	Kelly Rd at Publix Pointe (NB)	NB	35.738028	-78.89567	Yes	Yes		
18	16037	Beaver Creek Commons Dr at Diamond Dove Ln (EB)	EB	35.740821	-78.89393	Yes	Yes		
19	16039	Beaver Creek Commons Dr at Beaver Creek Crossings West	EB	35.745216	-78.88865	Improved	No		Yes
20	16041	Beaver Creek Commons Dr at Regal Cinemas	EB	35.747255	-78.88358	Yes	Yes		
21	16043	Beaver Creek Commons Dr at Beaver Creek Greenway (EB)	EB	35.746706	-78.87828	Yes	Yes		
22	16045	Beaver Creek Commons Dr at Lowe's (EB)	EB	35.745468	-78.87455	Improved	Yes		Yes
23	1731	W Williams St at Haddon Hall Dr (SB)	SB	35.743802	-78.871	No	No	Yes (GoTriangle 311)	

24	16049	W Williams St at Healthplex Way (SB)	SB	35.740806	-78.86781	Yes	Yes		
25	1723	W Williams St at Apex Peakway (SB)	SB	35.738247	-78.86506	No	No	Yes (GoTriangle 311)	
26	1447	W Williams St at Olive Chapel Rd (SB)	SB	35.736155	-78.86308	No	No	Yes (GoTriangle 311)	
27	16055	W Williams St at Bryan Dr (Post Office)	SB	35.733557	-78.86167	Yes	Yes		
28	16057	W Williams St at Upchurch St	SB	35.728588	-78.85749	Yes	Yes		
29	16059	W Williams St at Salem St	SB	35.727015	-78.8539	Yes	Yes		
30	16061	E Williams St at S Hughes St (Park and Ride (SB))	SB	35.726105	-78.8513	Yes	Yes		
31	16063	E Williams St at Apex Village Center (SB)	SB	35.724946	-78.84817	Yes	Yes		
32	16065	E Williams St at Perry Rd	SB	35.720795	-78.84399	Yes	Yes		
33	16067	E Williams St at Apex Peakway	SB	35.71916	-78.84308	Yes	Yes		
34	1183	Apex Peakway at S Hughes St (Cambridge Village)	SB	35.717491	-78.84457	Yes	Yes	Yes (GoTriangle 305)	
35	16071	Apex Peakway at Norris Park	WB	35.714045	-78.85073	Yes	Yes		
36	16073	Apex Peakway at Shackleton Rd	WB	35.714521	-78.85595	Yes	Yes		
37	16075	Tingen Rd at Baberton Dr	NB	35.716528	-78.85764	Yes	Yes		
38	16077	Tingen Rd at Peace Haven Pl	NB	35.717794	-78.85651	Yes	Yes		
39	16079	Tingen Rd at Sparta Ln	NB	35.720186	-78.8558	Yes	Yes		
40	16081	James St at Germaine St	EB	35.72266	-78.85285	Yes	Yes		

41	16083	James St at E Williams St	EB	35.723031	-78.84648	Yes	Yes		
42	16085	E Williams St at S Mason St (Apex Middle School (NB))	NB	35.725827	-78.8501	Yes	Yes		
43	16087	S Salem St at Williams St	NB	35.727836	-78.8536	Yes	Yes		
44	16089	S Salem St at Moore St	NB	35.728765	-78.85296	Yes	Yes		
45	16091	N Salem St at The Depot	NB	35.732186	-78.85045	Yes	Yes		
46	1452	N Mason St at Old Mill Village Dr (Town Hall (NB)) TEMPORARILY OUT OF SERVICE	NB	35.732839	-78.84547	No	Trash removal only	Yes (GoTriangle 305)	

CONTRACT CONTROL FORM
TOWN OF CARY

CCN: EN2300700

D E P A R T M E N T : EN

CONTRACT ADMINISTRATOR .: KELLY BLAZEY

ADMINISTRATOR'S PHONE .: 919 462-2080

CONTRACT NAME : GOAPEX ROUTE 1 SERVICE AGREEMENT

CONTRACTOR'S NAME : APEX TOWN OF

CONTRACT EXPIRATION DATE: 6/30/2023

TYPE: 4 1=SERVICE
 2=EQUIPMENT
 3=CONSTRUCTION
 4=AGREEMENT
 5=REIMBURSEMENT

STATUS: 1 1=NEW
 2=RENEWAL
 3=REVISION
 4=CHANGE ORDER

TRANSMITTAL INFORMATION: ACTION DATES

NOTICE OF AWARD SENT :

BONDS RECEIVED :

* NOTICE TO PROCEED SENT . . :

* INSURANCE CERTIF.RECEIVED:

* OCCURS AFTER CONTRACT EXECUTION

" " ATTORNEY'S REVIEW NOT
REQUIRED.

FINANCE INFORMATION

CARY BUSINESS LICENSE VERIFIED:

ENCUMBRANCE/PO NUMBER:

ACCOUNT NUMBER: 25-0000-391.1031

PROJECT NAME .: GOAPEX ROUTE 1 SERVICE

PROJECT NUMBER:

OBLIGATES REVENUE TO THE TOWN: \$498,376.00

OBLIGATES TOWN EXPENDITURE . . :

" " NO CHANGE IN PRESENT ENCUMBRANCE/PO

COMMITTEE APPROVALS: ACTION DATES

SAFETY/PUBLIC WORKS . . . :

PLANNING & DEVELOPMENT:

FINANCE/PERSONNEL :

OTHER APPROVALS: ACTION DATES


COUNCIL :

BUDGET ADJUSTMENT:

OTHER:

DEPARTMENT DIR APPROVAL DATE: 4/27/2022

F I N A N C E

INITIALS:  DATE IN:

ACTION DATE:

COMMENTS:

T O W N M A N A G E R

INITIALS: DATE IN:

ACTION DATE:

COMMENTS:

"

T O W N C L E R K

INITIALS:

ACTION DATE:

COMMENTS:

" TO MAYOR FOR SIGNATURE

CONTRACT ADMIN. EXECUTED DATE:

T O W N A T T O R N E Y (Approved as to form only)

INITIALS: DATE IN: ACTION DATE:

COMMENTS:

GOAPEX AGREEMENT

This Agreement ("Agreement") is made by and between **Town of Cary** (hereinafter "Cary"), a North Carolina municipal corporation having its office at 316 North Academy St., Cary, NC 27513, **Town of Apex** (hereinafter, "Apex"), a North Carolina municipal corporation having its office at 73 Hunter St., Apex, NC 27502, and Cary's bus services contractor **MV Transportation, Inc.** ("MV Transportation") a corporation duly organized under the laws of the State of California and duly qualified to transact business in the State of North Carolina having an office at 2711 N. Haskell Ave., Suite 1500-LB2, Dallas, TX 75204. The foregoing may be individually referred to herein as "Party" and collectively referred to as "Parties."

Cary provides a transit service called GoCary. Pursuant to an agreement between Cary and MV Transportation ("GoCary Agreement"), MV Transportation is GoCary's service provider. MV Transportation will extend transit service to Apex pursuant to the terms of this Agreement.

Apex is utilizing the services of MV Transportation pursuant to this Agreement to provide a public bus service called "GoApex Route 1" (hereinafter "Route 1" or "Service") with the respective responsibilities and duties of the Parties as listed below.

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. Term

The Agreement shall become effective upon execution by all Parties ("Effective Date") and shall expire June 30, 2023. The Route 1 initial date of service will begin at a date agreed upon via email by the Town of Cary Transit Administrator, Town of Apex Long Range Planning Manager, and MV's General Manager. The Parties may extend the term in one-year increments for a period up to three (3) additional years. In January of each year of this Term, Cary and Apex will begin to confer and to review MV Transportation's performance and projected cost for the coming contract year. The option for extending the term of the Agreement must be agreed upon by the Parties in writing at least ninety (90) days before the end of the current term.

2. Operations

The purpose of this Agreement is to set forth the duties and responsibilities of each Party in the provision of Route 1 service. GoApex Route 1 will be a fixed-route transit service open to the general public. Operational characteristics of the Service may be changed for the benefit of any party upon written approval by all Parties.

A. Cary shall have the following responsibilities:

1. Finalize the alignment for Route 1, including the schedule, the span of

revenue service (the time when a vehicle is available to the general public and there is an expectation of carrying passengers), and the timing of revenue service, after collaboration with Apex. Cary agrees to consult with Apex on these elements to maximize regional coordination. Any material change in the route alignment, stop locations, schedule, span of service, timing of service, or overall operation of Route 1 must be agreed to in writing by both parties. Cary will respond to all communications and requests by Apex within ten (10) business days unless such communication or request is specifically identified by Apex as an "Urgent Operational Concern" Cary will respond within two (2) business days. Cary will provide feedback to Apex on the operation of the service.

2. Assist Apex where reasonably possible (in Cary's sole discretion) in the provision of information about and marketing of Route 1. This may include reviewing and providing comments on marketing materials, participating in outreach events, and assisting with coordination with other regional transit providers.
3. Provide Apex a minimum of 15 days written notice of potential service disruption, except in the case of service disruption due to inclement weather, safety concerns, or other emergency situations in which case notice will be provided as soon as reasonably possible. Cary has final authority on all changes to service level. Cary will attempt to maintain service on all scheduled routes dependent on available resources. Action plans for service disruptions will be communicated by email to the MV Transportation General Manager and Town of Apex Long Range Planning Manager, or designee.
4. Cary shall report Route 1 operating statistics to comply with deliverables outlined in the General Operating Agreement for Bus Operations – Community Funding Area Program executed between the Town of Apex, GoTriangle, and Capital Area Metropolitan Planning Organization (Wake Transit Operating Agreement), including ridership by date, revenue and deadhead hours, revenue and deadhead miles, missed trips, and a log of customer complaints and resolutions, all in an editable format, to Apex by the 15th of the month following the month of service.

B. MV Transportation shall have the following responsibilities:

1. Operate Route 1 on all weekdays and Saturdays according to the operating schedule set forth in Section 2.A.1, except for the holidays listed in Exhibit A, attached and incorporated by reference, or as otherwise agreed to in writing by the Parties. By February 15th of the preceding fiscal year, Cary agrees to provide a revised list of holidays during which time GoCary and Route 1 will not be operated during the subsequent fiscal year. Apex agrees to provide annually a revised list of holidays, if any, during which time Route 1 will or will not be operated by March 1st.

2. Ensure appropriate usage and placement of any identifying Route 1 materials on vehicles, including bus wraps, or other appropriate industry accepted signage as agreed upon, and paper schedules.
3. Use Americans with Disabilities Act (ADA) accessible light transit vehicles (LTVs) with a seated capacity of no less than 16 persons, equipped with automated vehicle locators (AVL) and which comply with all applicable federal and state laws and regulations.
4. Agree that if any vehicle intended for, or normally used for Route 1 service is inoperable for any reason, MV Transportation will immediately deploy another vehicle of equal or greater seating capacity which is compliant as required in subsection 2.B.3. MV Transportation will ensure that any vehicle deployed will have either a bus wrap or other industry-accepted signage identifying it as a GoApex vehicle.
5. MV Transportation shall operate Route 1 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 as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina. MV Transportation is responsible for the maintenance, cleaning, and safe operation of all vehicles used in providing the Service as well as any claims, demands, suits or losses, including all costs connected therewith, for any damages which may be asserted, claimed or recovered for personal injury, including bodily injury or death and/or property damage, including loss of use thereof, resulting from the negligence of MV Transportation.
6. Maintain, throughout the term of the Agreement and any extensions of the term, commercial general liability, auto and umbrella/excess insurance policies at its expense, covering personal injury and property damage on and in the vehicles and inside and outside the park and ride lots. The policies shall have at least the coverage amounts specified in Section 19 of this Agreement and at no time during the term of this Agreement shall coverage amounts be less than the coverage amounts required of MV Transportation by the GoCary Agreement. Cary and Apex shall be named as an additional insured on the general liability, business auto liability, and umbrella/excess policies and the policies will be primary and non-contributory. At Apex or Cary's written request, MV Transportation shall provide certificates of insurance referencing that the coverage is primary and non-contributory with copies of the Additional Insured Endorsement attached. Apex or Cary may request complete, certified copies of the policies. Notwithstanding the foregoing, neither the requirement of MV Transportation to have sufficient insurance nor the requirement that Cary and Apex are named as additional insureds, shall constitute waiver of either Town's governmental immunity in any respect, under North Carolina law.
7. Prepare and maintain on a form developed by Cary or MV Transportation

on-going statistical, operational, and service data related to Route 1 separately from regular GoCary data. This includes but is not limited to the following: Vehicle Pre-Trip Inspection Checklist sheets, monthly reports that include total road calls, passenger trips, vehicle miles and vehicle hours, and any other daily, monthly, and/or annual data as required by FTA under the National Transit Database (NTD) program requirements. This information shall be provided to Apex upon request.

8. Report all passenger or vehicle accidents to Cary within one (1) hour of occurrence and follow-up with a detailed written accident report within twenty-four (24) hours. Cary will provide this information to Apex's Planning Director and/or designee by email as soon as is reasonably practical, but no more than 48 hours after the accident.

C. Apex shall have the following responsibilities:

1. Apex shall build or provide ADA accessible bus stops as identified in Exhibit C, or additional future bus stops proposed by Apex with Cary's written approval. Apex shall maintain the bus stops used for the Service as identified in Exhibit C. Exceptions are stops that are either: (1) shared by a regional provider or (2) located on private property. Maintenance includes maintaining and upkeeping all associated transit amenities, including cutting or trimming of any vegetation; routine cleaning of the transit amenities, including the removal of litter and trash from trash receptacles; snow and ice removal; and maintaining ADA accessible conditions.
2. Provide employees of MV Transportation with access to restroom facilities during all periods of revenue service, including any keys or other methods of entry needed to access such a facility. These locations will be agreed to in writing by all parties.
3. Obtain National Transit Database (NTD) ID and complete annual NTD reporting.
4. Determine the fare, if any, to be charged for the Service. The initial service will be implemented fare-free. If Apex decides to charge a fare, Apex is solely responsible for determining and procuring technology, developing policies and procedures, conducting public involvement and marketing, and paying any associated implementation and operating costs.
5. Respond to all communications and requests by Cary within ten (10) business days, unless such communication or request is specifically identified by Cary as an "Urgent Operational Concern," in which case Apex will respond within two (2) business days.
6. Establish and implement a plan for marketing Route 1, including: designing and printing schedule brochures or other informational literature; providing such literature to Cary for distribution on vehicles; and following, at a minimum, engagement standards outlined in the Wake

Transit Public Engagement Policy (“Engagement Policy”). Materials must be consistent with the service provided. Materials with a GoCary logo, image of a vehicle or person covered by the GoCary Agreement, or any other reference to GoCary, are subject to Cary review and approval to ensure accuracy of information. Images of vehicles or person(s) covered by the GoCary Agreement may be pre-approved for general use in public materials, eliminating the need for review and approval for each use.

7. Report all Route 1 operating statistics in compliance with the deliverables associated with the Wake Transit Operating Agreement.

3. Funding and Billing

- A. Apex will pay for the cost of installing GoApex branding on the bus operating the Service. MV Transportation shall provide a quote for the installation of the images subject to Town of Apex approval. Following completion and inspection of the installation by the Town of Apex, Town of Cary shall invoice the Town of Apex. The invoice shall be paid by the Town of Apex within 30 days of receipt. Apex is responsible for any costs associated with the removal of branding and other identifying characteristics from vehicles and the cost to fabricate and install replacement GoCary wraps on the vehicles at the conclusion of the service agreement.
- B. Apex will pay Cary the annual operating cost for the Route 1. Costs may be reduced based on any grants, fare revenue collected, or other monetary contributions received from Cary from any other party, if applicable. The annual operating cost as agreed by the Parties is determined by the following formula: operating cost per hour (\$97.50) multiplied by the number of platform hours per day multiplied by the number of operating days per year. Platform hours are the revenue plus deadhead hours (deadhead hours are times when the bus is away from the maintenance facility but not in revenue service, including travel to and from the facility to the service start/end location). Cary will inform Apex of any changes to its operating cost per hour and the justification therefore, no later than February 15th of each year. Operating cost is a fully allocated rate which includes the full cost of the service provided by MV Transportation, fuel, capital expenses and overhead for Cary. It is expected that, at a minimum, the operating cost per hour will be adjusted based on the Municipal Cost Index (MCI), as calculated by Cary.

All service information will be reported to the National Transit Database (NTD). Apex must obtain an NTD ID and submit all Route 1 data. Cary and MV Transportation will assist Apex in this reporting. As a result, Cary and Apex agree that the provision of Route 1 service may increase the amount of Federal Transit Administration (FTA) formula grant funding that can be acquired by Cary. If Cary secures FTA Section 5307 and Section 5339 formula grant funds that are attributable to Route 1, Cary will deduct from its billing of Apex for the operation of Route 1 an amount equal to the share of FTA Section 5307 and Section 5339 funds allocated to Cary for the preceding

federal fiscal year (October 1 – September 30) that is attributable to Route 1, starting with the fourth fiscal year following the first fiscal year of annual reporting. This deduction may be applied on a prorated monthly basis.

- C. Cary will provide a monthly invoice to Apex within fifteen (15) days after the end of each month of Service. Apex shall reimburse Cary within thirty (30) days of receipt of an invoice. In the event Apex finds any part of an invoice inconsistent with this Agreement, Apex shall clearly identify and provide evidence to Cary of any inconsistent or erroneous expenses within ten (10) days of receipt of an invoice and Cary will work in good faith to determine if there is an error in the invoice.
- D. MV Transportation will be compensated by Cary pursuant to the terms of the GoCary Agreement.

4. ADA and Paratransit Requirements

- A. MV Transportation agrees to provide Route 1 service in a manner that meets all applicable ADA public transit requirements, including the policies, regulations and training of all operators in the safe use of all ADA equipment. Requirements may include, as appropriate, providing ADA accessible vehicles on fixed route service, knowledge of mobility device tie-down procedures, operation of bus kneeling feature (if available), appropriate use of the public address and talking bus technologies, and knowledge of service animal regulations.
- B. Apex will be responsible for providing all complementary ADA paratransit service to Route 1. Cary and MV Transportation will not be required to provide complementary ADA paratransit service as part of this Agreement.

5. Technology

MV Transportation agrees to install and utilize the standard technology platform agreed to between Cary and MV Transportation, including Computer-Aided Dispatch/Automated Vehicle Locator systems (CAD/AVL), equipment for counting passenger totals, camera systems, Automated Passenger Counters (APCs), head signs, announcement systems, wi-fi routers, real-time passenger information, and communication systems between drivers and dispatch. Costs of these platforms will be included in the hourly rate.

6. Termination for Failure to Perform ("Breach")

The Parties agree that in the event that a Party breaches any provision of this Agreement, within sixty (60) days of receipt of written notice from a non-breaching Party, the breaching Party will cure the breach to the reasonable satisfaction of the non-breaching Party if the breach can be cured. Any breach of this Agreement

materially impacting operation of GoApex service ("Operation Breach") shall require immediate response and a plan of action to cure the breach within fifteen (15) days of receipt of written notice from a non-breaching party which clearly states that such breach is considered an Operation Breach. If the breach is not timely cured, or cannot be cured, then, the non-breaching Party may, at its election, terminate the Agreement. The Parties will cooperate on a winding down of the Service, including reasonable notice to the public. Apex shall pay Cary for Service provided prior to date of termination.

7. Termination for Convenience

Any Party may terminate this Agreement at any time for any reason, provided the terminating Party provides a minimum of one hundred eighty (180) days advance written notice to the other Parties. In this event, the Parties will cooperate on a winding down of the service, including reasonable notice to the public. Apex shall pay Cary for the Service provided prior to the date of termination.

8. Customer Information and Complaint Handling

- A. Apex agrees to receive and respond to customer complaints regarding stop-related issues applicable to Route 1.
- B. MV Transportation will utilize existing customer service and dispatch staff during all hours of operation to respond to inquiries about immediate operational concerns. MV Transportation will work to resolve complaints within 48 hours of receipt, with follow-up to the complainant within one week after receipt. MV Transportation will maintain a separate complaint log that will include both the nature of the complaint and the resolution thereof and share with Cary and Apex on a monthly basis.
- C. The GoTransit Regional Information Center, operated by GoTriangle, is the call center responsible for most transit-related inquiries in the Triangle region. Cary contracts with GoTriangle for usage of this call center. Apex, in coordination with Cary, agrees to provide current schedule and stop location information to the Regional Information Center, which the Parties agree will serve as the primary point of contact for customer information about Route 1.

9. Further Agreements

The Parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of this Agreement. The Parties agree to work together in good faith and with due diligence to provide for and carry out the purpose of this Agreement.

10. Amendment

Any modification of this Agreement shall be made by Written Agreement.

11. Notices

Any notice given pursuant to this Agreement shall be deemed given if delivered by hand or if deposited in the United States Mail, postage paid, certified mail, return receipt requested and addressed as follows:

If to Cary:

Transit Administrator
Town of Cary
316 N. Academy St.
Cary, NC 27513

With a copy to:

Senior Transit Planner (Service)
Town of Cary
316 N. Academy St.
Cary, NC 27513

If to Apex:

Town Manager
Town of Apex
Physical - 73 Hunter Street
Mail - PO Box 250
Apex, NC 27502

And with copy to:

Senior Long Range Transit Planner
Town of Apex
Physical - 73 Hunter Street
Mail - PO Box 250
Apex, NC 27502

If to MV Transportation:

Regional Vice President for Division 178
MV Transportation, Inc.
2711 N. Haskell Av., Suite 1500-LB2
Dallas, TX 75204

With a copy to: contractsreview@mvtransit.com

12. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Parties and their agents, grantees, successors, and assigns.

13. Dispute Resolution

In the event a dispute arises between the Parties to this Agreement concerning a question of fact in connection with the requirements of this Agreement or compensation therefore, the Parties agree to bargain in good faith towards a mutual resolution. If the Parties, after honest good faith negotiations, cannot reach an agreement, then either Party may adjudicate their dispute as allowed by North Carolina State Law.

14. Force Majeure

The Parties shall not be liable to each other for any failure, delay, or interruption of service or for any failure or delay in the performance of any obligation under this contract due to strikes, walkouts, unusual adverse weather, governmental restriction, enemy action, civil commotion, unavoidable casualty, unavailability of fuel or parts, epidemic, pandemic, or other similar acts beyond the reasonable control of the Parties ("Force Majeure Event"). In the event a Party believes a Force Majeure Event has occurred ("Invoking Party"), the Invoking Party shall provide written notice to the other Party within fifteen (15) days of the date on which the Invoking Party determines that the Force Majeure Event will render performance to be impossible (including temporary delays). Thereafter, the Invoking Party shall diligently and in good faith act to the extent within its power to remedy the circumstances affecting the specific performance noticed and to complete its performance in as timely a manner as is reasonably possible. In no event shall the delayed performance be longer than the duration of the noticed Force Majeure Event without the joint written approval of the other Party.

15. Verification of Work Authorization

All Parties, and any permitted subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes.

16. Compliance with Federal Laws and Regulations

The following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable), unless a more stringent state or local law or regulation is applicable: Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324); and any other federal

provisions required by law.

17. Cary Branding

Apex and MV Transportation shall not use the seal, logo, or any other branding identifiers of GoCary or the Town of Cary.

18. Representations and Warranties

The individuals signing the Agreement have the right and power to do so and bind their respective parties to the obligations set forth herein, and such individuals do so personally warrant that they have such authority.

19. Insurance

MV Transportation and MV Transportation's permitted subcontractors shall purchase and maintain on a primary basis and at its sole expense during the term and for three years after the termination of this Agreement insurance or self-insurance for the following: protection from claims under Worker's or Workmen's Compensation Acts covering claims arising out of or related to bodily injury, including bodily injury, sickness, disease or death of any of MV Transportation's employees or subcontractors; Commercial General Liability Insurance, including contractual liability and covering bodily injury, property damage, products and completed operations and personal injury; Commercial Automobile Liability Insurance, including owned, hired and non-owned vehicles, if any, covering bodily injury and property damage; Cyber Liability covering infringement, information theft, release of private information, damage, destruction and alteration of electronic information, extortion, network security, breach response costs, and regulatory fines; and Professional Liability/Errors & Omissions Insurance (if applicable) covering claims arising out of or related to MV Transportation's performance under this Agreement.

Minimum limits of insurance coverage are:

General Liability	\$2,000,000 per occurrence/ \$2,000,000 aggregate
Commercial Automobile Liability	\$2,000,000 CSL
Commercial Excess/Umbrella Liability	\$5,000,000 per occurrence
Workers Compensation	Statutory Limits
Employer's Liability	\$500,000 each accident
Professional Liability	\$1,000,000 per claim
Cyber Liability	\$2,000,000 per claim and aggregate

MV Transportation may satisfy the insurance limits above with a combination of primary and umbrella/excess liability insurance policies or self-insurance. Umbrella/Excess liability shall follow form as to each of the underlying policies. Any available insurance proceeds in excess of or broader than the specified minimum limits of insurance and coverage shall be available to Cary and Apex, as applicable based on loss.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Insurers

The minimum insurance ratings for any company insuring MV Transportation shall be Best's A- or a qualified self-insurance program approved by the state of North Carolina. Should the ratings of any insurance carrier fall below the minimum rating, Cary or Apex, may, at their option, require MV Transportation to purchase insurance from a company whose rating meets the minimum standard. MV Transportation's insurance carrier(s) shall be authorized to do business in the state of North Carolina. If MV Transportation is unable to find an authorized carrier for any line of insurance coverage, MV Transportation shall notify Cary in writing. Cary shall then notify Apex.

Additional Insured Status

All insurance policies (except Workers Compensation and Professional Liability) shall name Cary and Apex, and each Town's elected officials, officers, employees, and volunteers as additional insureds.

Notice of Cancellation

Each policy shall provide that Cary and Apex shall receive not less than thirty (30) days prior written notice, when available, of any cancellation or non-renewal of coverage of any of the policies. Upon notice of such cancellation, non-renewal or if a policy's limits are exhausted, MV Transportation shall procure substitute insurance so as to assure Cary and Apex that the minimum limits of coverage are maintained continuously throughout the periods specified herein.

Primary

MV Transportation's insurance coverage shall be primary for any claims related to this Agreement.

Waiver of Subrogation

The insurer shall have no right of recovery or subrogation against Cary or Apex, or either Town's agents or agencies, it being the intention of the parties that the insurance policies shall protect Cary and Apex and be primary coverage for any and all losses covered by the policies.

Verification of Coverage

A certificate of insurance and all endorsements required shall be provided at, or prior to, execution of this Agreement. Cary's or Apex's review or acceptance of certificates of insurance shall neither relieve MV Transportation of any requirement to provide the specific insurance coverage set forth herein nor shall it constitute a waiver or acknowledgement of satisfaction of the specific insurance requirements set forth in this Agreement.

Certificate Holder addresses should read:

Town of Cary
PO Box 8005
Cary, NC 27512-8005

Town of Apex
PO Box 250
Apex, NC 27502

Special Risks or Circumstances

Cary, with prior written consent from the Town of Apex, reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Written consent from Apex may be provided by electronic communication.

20. Indemnification

To the fullest extent permitted by law, MV Transportation shall indemnify and hold harmless Cary and Apex, their elected officials, officers, and employees, from and against any and all claims, costs, civil penalties, fines, losses, and damages (including but not limited to professionals' fees and charges and all court or other dispute resolution costs) (collectively "Claims"), by whomsoever brought or alleged, arising out of, resulting from, or in connection with (a) any breach by MV Transportation of any term or condition of Agreement, (b) any breach or violation by MV Transportation of any applicable law or regulation, or (c) any other cause resulting from any act or failure to act by MV Transportation under this Agreement, but only to the extent caused by any negligence, act, or omission of MV Transportation. This indemnification shall survive the termination of Agreement.

21. Independent Contractor

MV Transportation is an independent contractor and is solely responsible for its Services and the supervision of its employees and permitted subcontractors. All persons assigned by MV Transportation to provide Services pursuant to this Agreement shall, for all purposes of this Agreement, be considered employees of MV Transportation only. MV Transportation shall assume the sole and exclusive responsibility for the payment of wages to individuals for services performed under this Agreement and the withholding of all applicable Federal, State, and local taxes, unemployment insurance, and maintaining workers compensation coverage in an amount and under such terms as required by law. If Cary notifies MV Transportation in writing that any person providing Services appears to be incompetent, disorderly, or otherwise unsatisfactory to Cary or Apex, such person shall be removed from the project and shall not again be employed on it except with the prior written consent of Cary. No extension to any "Milestone Date" or completion date will be granted for replacement of such personnel or subcontractors.

22. Public Records

All parties acknowledge that records in the custody of Cary or Apex may be public records and subject to public records requests. Cary or Apex may provide copies of such records, including copyrighted records, in response to public record requests, except that, upon request of and indemnification by MV Transportation, the Town 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 “trade secret” or “confidential” at the time of initial disclosure by the Contractor, and that are otherwise entitled to protection under N.C.G.S. 132-1.2(1).

23. Entire Agreement; Amendments to Agreement

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral, including clickthrough agreements, clickwrap agreements, clickwrap licenses, or similar non-reciprocal agreements (collectively, “clickthrough agreement”). Agreement may be amended only by written amendment signed by both parties. Neither party may amend, or seek to amend, this Agreement by clickthrough agreement.

24. Dissemination of Information.

Cary takes efforts to assure that accurate information about Cary is disseminated such that neither the public trust nor the public’s perception of Cary impartiality is compromised. MV Transportation and Apex, mindful of those efforts, agrees that they shall not publicly disseminate any information concerning Cary or GoCary, to include images of vehicles or people covered by the GoCary Agreement, without prior approval from Cary. Images of vehicles or person(s) covered by the GoCary Agreement may be pre-approved for general use in public materials, eliminating the need for review and approval for each use. Any approval given by Cary may be given with certain stipulations, such as Cary participation in the creation of the public product or Cary review and the option to refuse ultimate release of the final product should it fail to meet Cary’s standards and goals. “Publicly disseminate” means but is not limited to electronic, video, audio, photographic or hard copy materials serving as, in whole or part, advertising, sales promotion, professional papers or presentations, news releases, articles, or other media products, and/or business collateral pieces. Notwithstanding the foregoing, the parties agree that MV Transportation may list Cary as a reference in response to requests for proposal and may identify Cary as a customer in presentations to potential customers.

25. 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.

26. Survival

All representations, indemnifications and other terms and conditions of Agreement which by their nature should survive Agreement termination shall survive its expiration or termination.

27. 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 either Cary or Apex 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.

28. Gifts and Favors

MV Transportation shall become aware of and comply with laws related to gifts and favors, conflicts of interest and the like, including N.C.G.S. §14-234, N.C.G.S. §133-1, and N.C.G.S. §133-32.

29. Nondiscrimination

No party shall discriminate in violation of any federal, state, or local law. MV Transportation and Apex shall comply with the Americans with Disabilities Act of 1990 ("ADA").

30. Electronic Version of Agreement

Cary may convert a signed original of the Agreement to an electronic record pursuant to a 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 the Agreement shall be deemed for all purposes to be an original signed Agreement.

31. No Third Party Beneficiaries

Unless otherwise explicitly stated, there are no third-party beneficiaries to Agreement.

32. Electronic Signatures

Apex and MV Transportation acknowledge and agree 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 and MV Transportation consents to be legally bound by the terms and conditions of this Agreement and that such act constitutes Apex and MV Transportation's signature as if actually signed by Apex and MV Transportation in writing. Apex and MV Transportation also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the

enforceability of its electronic signature. Apex and MV Transportation acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby, through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

33. Recitals

The Recitals are incorporated into this Agreement.

(SIGNATURE PAGE FOLLOWS)

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

APEX, Town of Apex

Catherine Crosby

Town Manager

DocuSigned by:
Crosby
C2037E33C2CC4B3

6/16/2022

Date

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

Vance Holloman

Finance Director

DocuSigned by:
Vance Holloman
D6B80595BB1C440...

6/15/2022

Date

MV TRANSPORTATION, MV Transportation, Inc.

Marie Meisenbach Grau1

Chief Financial Officer

DocuSigned by:
Marie Meisenbach Grau1
CC90F4517A6E42E...

6/20/2022

Date

CARY, Town of Cary

Shelley Curran

Assistant Town Manager

DocuSigned by:
Shelley Curran
FD832D7BD2C2497...

6/20/2022

Date

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

Denisha Harris

Deputy Finance Officer

DocuSigned by:
Denisha Harris
8AA23C6AF1284D3

6/22/2022

Date

Exhibit A

Initial Span of Revenue Service

Monday – Saturday 6:00 AM to 10:00 PM

GoApex Route 1 does not operate on the following holidays:

New Year's Day

Martin Luther King Jr.'s Birthday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Eve

Christmas Day

Exhibit B

Initial GoApex Route 1 Map

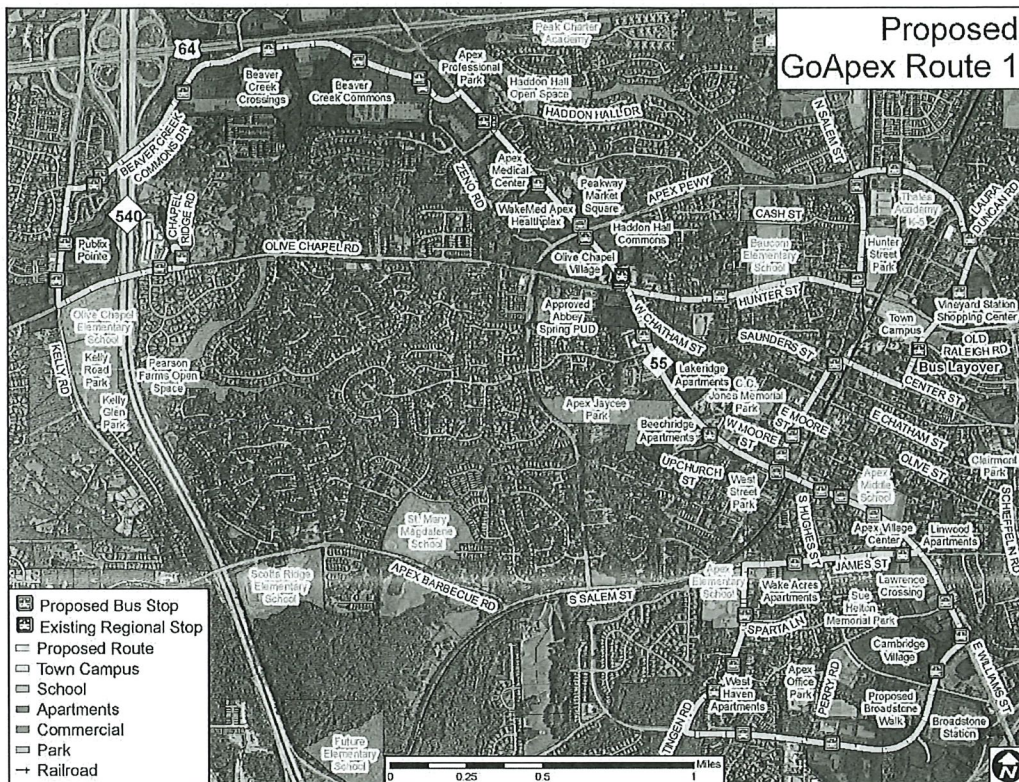


Exhibit C**GoApex Route 1 Initial Bus Stops and Commitments**

Route Order	Bus Stop ID	Bus Stop Name	Direction	Latitude	Longitude	Built by Town of Apex?	Maintained by Town of Apex?	Shared by a regional provider?	Amenities on private property?
1	1452	N Mason St at Old Mill Village Dr (Town Hall (NB))	NB	35.732839	-78.845471	No	Trash removal only	Yes (GoTriangle 305)	
2	1165	Laura Duncan Rd at Vineyard Station (NB)	NB	35.735576	-78.843081	Yes	Yes	Yes (GoTriangle 305)	
3	16005	Apex Peakway at Laura Duncan Rd	WB	35.738116	-78.842433	Yes	Yes		
4	16007	Apex Peakway at Ambergate Station	WB	35.741476	-78.846851	Yes	Yes		
5	16009	N Salem St at Apex Peakway	SB	35.740682	-78.849079	Yes	Yes		
6	11371	N Salem St at Hunter St (Liberty Station (SB))	SB	35.73621	-78.849066	Yes	Yes	Yes (GoCary ACX)	
7	16013	Hunter St at Hillcrest Rd	WB	35.735441	-78.857171	Yes	Yes		
8	1593	W Williams St at Hunter St (NB)	NB	35.736411	-78.862941	No	No	Yes (GoTriangle 311)	
9	16017	W Williams St at Apex Peakway (NB)	NB	35.738837	-78.865363	Yes	Yes		
10	1725	W Williams St at Haddon Hall Dr (NB)	NB	35.743772	-78.870595	No	No	Yes (GoTriangle 311)	
11	16021	Beaver Creek Commons Dr at Chick-fil-A (WB)	WB	35.745855	-78.874754	Yes	Yes		
12	16023	Beaver Creek Commons Dr at Beaver Creek Greenway (WB)	WB	35.7468	-78.878228	Yes	Yes		
13	16027	Beaver Creek Commons Dr at Diamond Dove Ln (WB)	WB	35.741207	-78.893545	Yes	Yes		
14	16029	Kelly Rd at Evening Star Dr (SB)	SB	35.736275	-78.896151	Yes	Yes		
15	16031	Chapel Ridge Rd at Olive Chapel	SB	35.737313	-78.888764	Yes	Yes		

Route Order	Bus Stop ID	Bus Stop Name	Direction	Latitude	Longitude	Built by Town of Apex?	Maintained by Town of Apex?	Shared by a regional provider?	Amenities on private property?
		Professional Park							
16	16033	Olive Chapel Rd at Western Wake Crisis Ministry	WB	35.736819	-78.890092	Yes	Yes		
17	16035	Kelly Rd at Publix Pointe (NB)	NB	35.738028	-78.895671	Yes	Yes		
18	16037	Beaver Creek Commons Dr at Diamond Dove Ln (EB)	EB	35.740821	-78.893927	Yes	Yes		
19	16039	Beaver Creek Commons Dr at Beaver Creek Crossings West	EB	35.745216	-78.888646	Improved	No		Yes
20	16041	Beaver Creek Commons Dr at Regal Cinemas	EB	35.747255	-78.883581	Yes	Yes		
21	16043	Beaver Creek Commons Dr at Beaver Creek Greenway (EB)	EB	35.746706	-78.878278	Yes	Yes		
22	16045	Beaver Creek Commons Dr at Lowe's (EB)	EB	35.745468	-78.874547	Improved	Yes		Yes
23	1731	W Williams St at Haddon Hall Dr (SB)	SB	35.743802	-78.871002	No	No	Yes (GoTriangle 311)	
24	16049	W Williams St at Healthplex Way (SB)	SB	35.740806	-78.867814	Yes	Yes		
25	1723	W Williams St at Apex Peakway (SB)	SB	35.738247	-78.865063	No	No	Yes (GoTriangle 311)	
26	1447	W Williams St at Olive Chapel Rd (SB)	SB	35.736155	-78.863075	No	No	Yes (GoTriangle 311)	
27	16055	W Williams St at Bryan Dr (Post Office)	SB	35.733557	-78.861665	Yes	Yes		
28	16057	W Williams St at Upchurch St	SB	35.728802	-78.85782	Yes	Yes		
29	16059	E Williams St at Salem St	SB	35.727015	-78.8539	Yes	Yes		
30	16061	E Williams St at S Hughes St	SB	35.726105	-78.851297	Yes	Yes		

Route Order	Bus Stop ID	Bus Stop Name	Direction	Latitude	Longitude	Built by Town of Apex?	Maintained by Town of Apex?	Shared by a regional provider?	Amenities on private property?
		(Park and Ride (SB))							
31	16063	E Williams St at Apex Village Center (SB)	SB	35.724946	-78.848173	Yes	Yes		
32	16065	E Williams St at Perry Rd	SB	35.720795	-78.843994	Yes	Yes		
33	16067	E Williams St at Apex Peakway	SB	35.71916	-78.843082	Yes	Yes		
34	1183	Apex Peakway at S Hughes St (Cambridge Village)	SB	35.717491	-78.844572	Yes	Yes	Yes (GoTriangle 305)	
35	16071	Apex Peakway at Norris Park	WB	35.714045	-78.850733	Yes	Yes		
36	16073	Apex Peakway at Shackleton Rd	WB	35.714521	-78.855948	Yes	Yes		
37	16075	Tingen Rd at Baberton Dr	NB	35.716528	-78.857636	Yes	Yes		
38	16077	Tingen Rd at Peace Haven Pl	NB	35.717794	-78.856513	Yes	Yes		
39	16079	Tingen Rd at Sparta Ln	NB	35.720186	-78.855802	Yes	Yes		
40	16081	James St at Germaine St	EB	35.72266	-78.852845	Yes	Yes		
41	16083	James St at E Williams St	EB	35.723031	-78.846483	Yes	Yes		
42	16085	E Williams St at S Mason St (Apex Middle School (NB))	NB	35.725827	-78.8501	Yes	Yes		
43	16087	S Salem St at Williams St	NB	35.727836	-78.853603	Yes	Yes		
44	16089	S Salem St at Moore St	NB	35.728765	-78.852957	Yes	Yes		
45	16091	N Salem St at The Depot	NB	35.732186	-78.85045	Yes	Yes		

MVTRANS-01

CMILLONIG

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 5/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fairly Consulting Group, LLC 1800 S. Washington, Suite 400 Amarillo, TX 79102	CONTACT NAME: PHONE (A/C, No, Ext): (806) 376-4761 FAX (A/C, No): (806) 376-5136 E-MAIL ADDRESS: 												
INSURER(S) AFFORDING COVERAGE													
INSURED	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : ACE American Insurance Company</td> <td style="width: 20%;">22667</td> </tr> <tr> <td>INSURER B : Gemini Insurance Company</td> <td>10833</td> </tr> <tr> <td>INSURER C : Indemnity Insurance Company of North America</td> <td>43575</td> </tr> <tr> <td>INSURER D : Lloyd's Syndicate 2623 (Beazley Furlong Limited)</td> <td>C2166</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : ACE American Insurance Company	22667	INSURER B : Gemini Insurance Company	10833	INSURER C : Indemnity Insurance Company of North America	43575	INSURER D : Lloyd's Syndicate 2623 (Beazley Furlong Limited)	C2166	INSURER E :		INSURER F :	
INSURER A : ACE American Insurance Company	22667												
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INSURER D : Lloyd's Syndicate 2623 (Beazley Furlong Limited)	C2166												
INSURER E :													
INSURER F :													

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			HDOG72478575	2/1/2022	2/1/2023	EACH OCCURRENCE	\$ 5,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$ 5,000,000	
							GENERAL AGGREGATE	\$ 5,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							PRODUCTS - COMP/OP AGG	\$ 5,000,000	
									\$
A	AUTOMOBILE LIABILITY			XSAH25555247	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> NON-OWNED AUTOS ONLY							\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			GVE100144807	2/1/2022	2/1/2023	EACH OCCURRENCE	\$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$	
	<input type="checkbox"/> CLAIMS-MADE						General Agg	\$ 5,000,000	
DED <input checked="" type="checkbox"/> RETENTION \$ 10,000									
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLRC68929593	2/1/2022	2/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
D	Cyber Security Liab.			W1A99B220701	2/1/2022	2/1/2023	Each incident/Agg	2,000,000	
A	Professional Liab.			MPBG72478654	2/1/2022	2/1/2023	Each Claim/Agg	1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: GoApex Agreement - GoCary Transit Service

Town of Cary, Town of Apex are additional insureds on a primary and non-contributory basis as respects General Liability, Auto Liability and Umbrella/Excess Liability where required by written contract.

A Waiver of Subrogation applies as respects General Liability, Auto Liability, Workers Compensation and Umbrella/Excess Liability where required by written contract.

MV Transportation, Inc. is self-insured for Auto Liability in the state of North Carolina. The above Auto policy provides coverage excess of a \$3M self-insured retention.

CERTIFICATE HOLDER

Town of Apex 73 Hunter Street P. O. Box 250 Apex, NC 27502	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

Workers' Compensation and Employers' Liability Policy

Named Insured MV TRANSPORTATION, INC. 2711 N. HASKELL AVE, SUITE 1500, LB-2 DALLAS TX 75204	Endorsement Number
Policy Period 02-01-2022 TO 02-01-2023	Policy Number Symbol: WLR Number: C68929593 Effective Date of Endorsement 02-01-2022
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative

POLICY NUMBER: HDO G72478575

Endorsement Number: 1

**COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured MV Transportation, Inc.			Endorsement Number 2
Policy Symbol HDO	Policy Number G72478575	Policy Period 02/01/2022 to 02/01/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**COMMERCIAL GENERAL LIABILITY COVERAGE****Schedule****Organization****Additional Insured Endorsement**

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4.a:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

Authorized Agent

POLICY NUMBER: HDO G72478575

1
Endorsement Number: 8

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s): Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured MV Transportation, Inc.			Endorsement Number 48
Policy Symbol XSA	Policy Number H25555247	Policy Period 02/01/2022 TO 02/01/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

EXCESS BUSINESS AUTOMOBILE POLICY

Schedule

Organization

All persons or entities where there is a contractual requirement for a Named Insured's auto policy to respond on either a primary or non-contributory basis, subject to satisfaction of the "retained limit".

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover for a loss we cover under this policy, this insurance will apply to such loss and is primary (subject to satisfaction of the "retained limit"), meaning we will not seek contribution from the other insurance available to the Additional Insured. Your "retained limit" still applies to such loss, and we will only pay the Additional Insured for the "ultimate net loss" in excess of the "retained limit" shown in the Declarations of this policy.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured MV Transportation, Inc.			Endorsement Number 40
Policy Symbol XSA	Policy Number H25555247	Policy Period 02/01/2022 to 02/01/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**EXCESS BUSINESS AUTO COVERAGE FORM
EXCESS TRUCKERS COVERAGE FORM**

We waive the right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered "auto". The waiver applies only to the person or organization shown in the Schedule.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Authorized Agent

ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured MV Transportation, Inc.			Endorsement Number 3
Policy Symbol XSA	Policy Number H25555247	Policy Period 02/01/2022 TO 02/01/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

From: [Kelly A. Blazey](#)
To: [Katie Schwing](#); [Shannon Cox](#)
Cc: [Kevin Wyrach](#); [Christine Sondej](#)
Subject: FY24 Hourly Rate for Service
Date: Thursday, February 16, 2023 12:26:10 PM
Attachments: [image001.png](#)

Notice: This message is from an external sender.
Do not click links or open attachments unless you trust the sender, and can verify the content is safe.

Good Morning,

The FY24 hourly rate for service is \$105.00. This includes a 5% MCI adjustment and 2.7% increase in overhead costs. This is less than the hourly rate of \$110.99 in the Wake Bus Plan for FY24 because I do not include costs that are specific to GoCary service (ex. Microtransit Feasibility Study in Western Cary). We can start working thru the draft agreement over the next few weeks. It shouldn't require much, other than an update to the rate and term. Please let me know if you have any questions.

Thanks,
Kelly

Kelly A. Blazey

Transit Director

Town of Cary | GoCary

316 N. Academy Street

Cary, NC 27513

Phone: 919.462.2080

www.GoCary.org



At the Town of Cary we focus every day on enriching the lives of our citizens by creating an exceptional environment and providing exemplary services that enable our community to thrive and prosper.

Note: Pursuant to NC General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to request and review by anyone at any time.



Please consider the environment before printing this e-mail

CONTRACT CONTROL FORM
TOWN OF CARY

CCN: EN2300702

D E P A R T M E N T : EN

CONTRACT ADMINISTRATOR . : KELLY BLAZEY

ADMINISTRATOR'S PHONE . : 919 462-2080

CONTRACT NAME : GOAPEX ROUTE 1 SERVICE AGREEMENT

CONTRACTOR'S NAME : APEX TOWN OF

CONTRACT EXPIRATION DATE: 6/30/2025

TYPE: 4 1=SERVICE
 2=EQUIPMENT
 3=CONSTRUCTION
 4=AGREEMENT
 5=REIMBURSEMENT

STATUS: 2 1=NEW
 2=RENEWAL
 3=REVISION
 4=CHANGE ORDER

TRANSMITTAL INFORMATION: ACTION DATES

NOTICE OF AWARD SENT :

BONDS RECEIVED :

* NOTICE TO PROCEED SENT . :

* INSURANCE CERTIF.RECEIVED:

* OCCURS AFTER CONTRACT EXECUTION

" " ATTORNEY'S REVIEW NOT
REQUIRED.

FINANCE INFORMATION

CARY BUSINESS LICENSE VERIFIED:

ENCUMBRANCE/PO NUMBER:

ACCOUNT NUMBER: 25-0000-391.1031

PROJECT NAME . : GOAPEX ROUTE 1 SERVICE

PROJECT NUMBER:

OBLIGATES REVENUE TO THE TOWN: \$535,502.00

OBLIGATES TOWN EXPENDITURE . :

" " NO CHANGE IN PRESENT ENCUMBRANCE/PO

COMMITTEE APPROVALS: ACTION DATES

SAFETY/PUBLIC WORKS . . :

PLANNING & DEVELOPMENT:

FINANCE/PERSONNEL :

OTHER APPROVALS: ACTION DATES

COUNCIL :

BUDGET ADJUSTMENT:

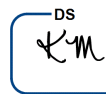
OTHER:

DEPARTMENT DIR APPROVAL DATE: 5/21/2024

F I N A N C E

INITIALS:

COMMENTS:



DATE IN:

ACTION DATE:

T O W N M A N A G E R

INITIALS:

DATE IN:

ACTION DATE:

COMMENTS:

"

T O W N C L E R K

INITIALS:

ACTION DATE:

COMMENTS:

" TO MAYOR FOR SIGNATURE

CONTRACT ADMIN. EXECUTED DATE:

T O W N A T T O R N E Y (Approved as to form only)

INITIALS:

DATE IN:

ACTION DATE:

COMMENTS:

NORTH CAROLINA
WAKE COUNTY

AMENDMENT #2 TO GOAPEX AGREEMENT

Contract Number: EN23-007-00

THIS AMENDMENT #2 TO GOAPEX AGREEMENT, (“Amendment 2”) is 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, Town of Apex (hereafter “Apex”), a North Carolina municipal corporation having its office at 73 Hunter St., Apex, NC 27502, and Cary’s bus services contractor MV Transportation, Inc. (hereafter “MV Transportation”), a corporation duly organized under the laws of the State of California and duly qualified to transact business in the State of North Carolina, having an office at 2711 N. Haskell Ave., Suite 1500-LB2, Dallas, TX 75204. The foregoing may be individually referred to herein as “Party” and collectively referred to as “Parties.”

Cary, Apex and MV Transportation entered into the GoApex Agreement for transit service on June 22, 2022 (“EN2300700”), and Amendment #1 on May 10, 2023 (“EN2300701”), hereafter referred to collectively as “Agreement”.

The Parties desire to renew and amend Agreement.

NOW THEREFORE, in consideration of the mutual promises to each other, as hereinafter set forth, the Parties hereto do mutually agree to amend the Agreement, as follows:

1. As permitted by Section 1, the Parties agree to renew the Agreement for one (1) year beginning July 1, 2024, and terminating June 30, 2025.
2. Section 3.B is amended to update the operating cost per hour to one hundred ten dollars (\$110.00).
3. Exhibit B of the Agreement is deleted in its entirety and replaced by attached Amended Exhibit B and incorporated herein by reference, to include an updated map for GoApex Route 1.
4. Exhibit C of the Agreement is deleted in its entirety and replaced by attached Amended Exhibit C and incorporated herein by reference, to include an updated stop list for GoApex Route 1.
5. Except as modified herein, the Agreement shall continue in full force and effect.

(SIGNATURE PAGE TO FOLLOW)

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

APEX, Town of Apex

DocuSigned by:

Randal E. Vosburg

4F2B7C4B6FA3479...

6/3/2024

Randal E. Vosburg, Town Manager

Date

Attest:

DS

AL

DocuSigned by:

Allen Coleman

C1F21B1AF04G4FF...

6/3/2024

Allen Coleman, Town Clerk

Date

Reviewed by:

DocuSigned by:

Steve Maynard

2128AE9CF84D436...

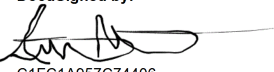
5/22/2024

Steve Maynard, Purchasing Manager

Date

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

DocuSigned by:



C1FC1A957C74406...

5/29/2024

Antwan Morrison, Finance Director

Date

DS

BL

DocuSigned by:

Erin K. Niewinski

AF7E45B05C62486...

6/5/2024

Erin K. Niewinski, Executive VP & CFO

Date

CARY, Town of Cary

DocuSigned by:

Kelly Blazey

FED78E0655E14C8...

6/5/2024

Kelly A. Blazey, Transit Director

Date

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

DocuSigned by:

Denisha Harris

CAD701EE2F7F4BD...

6/6/2024

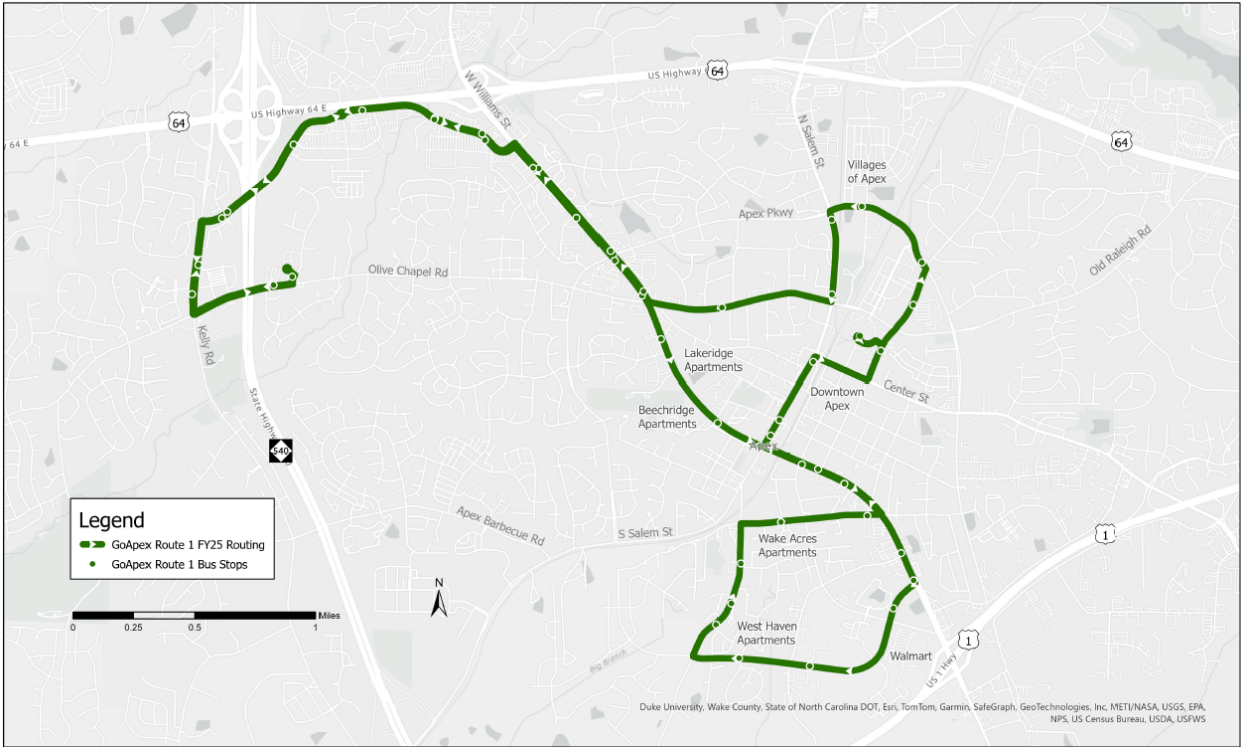
Deputy Finance Officer

Date

- Page 88 -

Amended Exhibit B

Updated GoApex Route 1 Map



Amended Exhibit C**Updated GoApex Route 1 Bus Stops**

Route Order	Bus Stop ID	Bus Stop Name	Direction	Latitude	Longitude	Built by Town of Apex?	Maintained by Town of Apex?	Shared by a regional provider?	Amenities On Private Property?
1	1452	N Mason St at Old Mill Village Dr (Town Hall (NB))	NB	35.732839	-78.845471	Yes	Yes	Yes (GoTriangle 305)	
2	16093	Apex Senior Center Main Entrance	WB	35.733718	-78.847011	Yes	Yes	No	Yes (Town-Owned)
3	1165	Laura Duncan Rd at Vineyard Station (NB)	NB	35.735576	-78.843081	Yes	Yes	Yes (GoTriangle 305)	
4	16005	Apex Peakway at Laura Duncan Rd	WB	35.738116	-78.842433	Yes	Yes		
5	16007	Apex Peakway at Ambergate Station	WB	35.741476	-78.846851	Yes	Yes		
6	16009	N Salem St at Apex Peakway	SB	35.740682	-78.849079	Yes	Yes		
7	11371	N Salem St at Hunter St (Liberty Station (SB))	SB	35.73621	-78.849066	Yes	Yes	Yes (GoCary ACX)	
8	16013	Hunter St at Hillcrest Rd	WB	35.735441	-78.857171	Yes	Yes		
9	1593	W Williams St at Hunter St (NB)	NB	35.736411	-78.862941	No	No		
10	16017	W Williams St at Apex Peakway (NB)	NB	35.738837	-78.865363	Yes	Yes		
11	1725	W Williams St at Haddon Hall Dr (NB)	NB	35.743772	-78.870595	No	No		
12	16021	Beaver Creek Commons Dr at Chick-fil-A (WB)	WB	35.745855	-78.874754	Yes	Yes		

13	16023	Beaver Creek Commons Dr at Beaver Creek Greenway (WB)	WB	35.7468	-78.878228	Yes	Yes		
14	16027	Beaver Creek Commons Dr at Diamond Dove Ln (WB)	WB	35.741207	-78.893545	Yes	Yes		
15	16029	Kelly Rd at Evening Star Dr (SB)	SB	35.736275	-78.896151	Yes	Yes		
16	16031	Chapel Ridge Rd at Olive Chapel Professional Park	SB	35.737313	-78.888764	Yes	Yes		
17	16033	Olive Chapel Rd at Western Wake Crisis Ministry	WB	35.736819	-78.890092	Yes	Yes		
18	16035	Kelly Rd at Publix Pointe (NB)	NB	35.738028	-78.895671	Yes	Yes		
19	16037	Beaver Creek Commons Dr at Diamond Dove Ln (EB)	EB	35.740821	-78.893927	Yes	Yes		
20	16039	Beaver Creek Commons Dr at Beaver Creek Crossings West	EB	35.745216	-78.888646	Improved	No		Yes
21	16041	Beaver Creek Commons Dr at Regal Cinemas	EB	35.747255	-78.883581	Yes	Yes		
22	16043	Beaver Creek Commons Dr at Beaver Creek Greenway (EB)	EB	35.746706	-78.878278	Yes	Yes		
23	16045	Beaver Creek Commons Dr at Lowe's (EB)	EB	35.745468	-78.874547	Improved	Yes		Yes
24	1731	W Williams St at Haddon Hall Dr (SB)	SB	35.743802	-78.871002	No	No		

25	16049	W Williams St at Healthplex Way (SB)	SB	35.740806	-78.867814	Yes	Yes		
26	1723	W Williams St at Apex Peakway (SB)	SB	35.738247	-78.865063	No	No		
27	1447	W Williams St at Olive Chapel Rd (SB)	SB	35.736155	-78.863075	No	No		
28	16055	W Williams St at Bryan Dr (Post Office)	SB	35.733557	-78.861665	Yes	Yes		
29	16057	W Williams St at Upchurch St	SB	35.728588	-78.857491	Yes	Yes		
30	16059	E Williams St at Salem St	SB	35.727198	-78.854416	Yes	Yes		
31	16061	E Williams St at S Hughes St (Park and Ride (SB))	SB	35.726105	-78.851297	Yes	Yes		
32	16063	E Williams St at Apex Village Center (SB)	SB	35.724946	-78.848173	Yes	Yes		
33	16065	E Williams St at Perry Rd	SB	35.720795	-78.843994	Yes	Yes		
34	16067	E Williams St at Apex Peakway	SB	35.71916	-78.843082	Yes	Yes		
35	1183	Apex Peakway at S Hughes St (Cambridge Village)	SB	35.717491	-78.844572	Yes	Yes	Yes (GoTriangle 305)	
36	16071	Apex Peakway at Norris Park	WB	35.714045	-78.850733	Yes	Yes		
37	16073	Apex Peakway at Shackleton Rd	WB	35.714521	-78.855948	Yes	Yes		
38	16075	Tingen Rd at Baberton Dr	NB	35.716528	-78.857636	Yes	Yes		
39	16077	Tingen Rd at Peace Haven Pl	NB	35.717794	-78.856513	Yes	Yes		

40	16079	Tingen Rd at Sparta Ln	NB	35.720186	-78.855802	Yes	Yes		
41	16081	James St at Germaine St	EB	35.72266	-78.852845	Yes	Yes		
42	16083	James St at E Williams St	EB	35.723031	-78.846483	Yes	Yes		
43	16085	E Williams St at S Mason St (Apex Middle School (NB))	NB	35.725827	-78.8501	Yes	Yes		
44	16087	S Salem St at Williams St	NB	35.727836	-78.853603	Yes	Yes		
45	16089	S Salem St at Moore St	NB	35.728765	-78.852957	Yes	Yes		
46	16091	N Salem St at The Depot	NB	35.732186	-78.85045	Yes	Yes		
47	1452	N Mason St at Old Mill Village Dr (Town Hall (NB))	NB	35.732839	-78.845471	Yes	Yes	Yes (GoTriangle 305)	



CERTIFICATE OF LIABILITY INSURANCE

5/1/2025

DATE (MM/DD/YYYY)

5/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C No. Ext): FAX (A/C No.): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE <table style="width: 100%;"> <tr> <td style="width: 80%;">INSURER A: ACE American Insurance Company</td> <td style="width: 20%;">NAIC # 22667</td> </tr> <tr> <td>INSURER B: Underwriters at Lloyds London</td> <td>15642</td> </tr> <tr> <td>INSURER C: Lloyds Syndicates 2623/623</td> <td></td> </tr> <tr> <td>INSURER D: Indemnity Insurance Co of North America</td> <td>43575</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: ACE American Insurance Company	NAIC # 22667	INSURER B: Underwriters at Lloyds London	15642	INSURER C: Lloyds Syndicates 2623/623		INSURER D: Indemnity Insurance Co of North America	43575	INSURER E:		INSURER F:	
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INSURER E:													
INSURER F:													
INSURED 1537059 MV TRANSPORTATION, INC, AND SUBSIDIARIES 2711 N. HASKELL, SUITE 1500 DALLAS TX 75204													

COVERAGES **CERTIFICATE NUMBER:** 20261746 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	HDOG48901104	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	XSAH10824849	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	RTSXS-00110	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCUC58085510 (CA, OH, WA) WLRC58085881 (MA/AZ) WLRC58085984 (AOS)	5/1/2024 5/1/2024 5/1/2024	5/1/2025 5/1/2025 5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	CYBER LIABILITY	N	N	TBD	5/1/2024	5/1/2025	\$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: TRANSIT CONTRACT - FIXED AND DEMAND RESPONSE TRANSIT SERVICES. TOWN OF CARY, NORTH CAROLINA IS ADDITIONAL INSURED ON PRIMARY AND NON-CONTRIBUTORY BASIS AS RESPECTS GENERAL AND AUTO LIABILITY COVERAGE WHERE REQUIRED BY WRITTEN CONTRACT SUBJECT TO POLICY TERMS, CONDITIONS, LIMITS AND EXCLUSIONS. A WAIVER OF SUBROGATION APPLIES AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY, WORKERS COMP AND UMBRELLA LIABILITY WHERE REQUIRED BY WRITTEN CONTRACT. MV TRANSPORTATION, INC. IS SELF-INSURED FOR AUTO LIABILITY IN THE STATE OF NORTH CAROLINA. THE ABOVE EXCESS AUTO POLICY PROVIDES COVERAGE EXCESS OF A \$3M SELF-INSURED RETENTION.

CERTIFICATE HOLDER

20261746
 TOWN OF CARY
 PO BOX 8005
 CARY NC 275128005

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Amello

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CERTIFICATE OF LIABILITY INSURANCE

5/1/2025

DATE (MM/DD/YYYY)

5/1/2024

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INSURED 1537035 MV TRANSPORTATION, INC, AND SUBSIDIARIES 2711 N. HASKELL, SUITE 1500 DALLAS TX 75204	

COVERAGES**CERTIFICATE NUMBER:** 20261719**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	XSAH10824849	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTIONS	N	N	RTSXS-00110	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
D A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	WLCR58085984 (AOS) WCUC58085510 (CA, OH, WA) WLCR58085881 (MA/AZ)	5/1/2024 5/1/2024 5/1/2024	5/1/2025 5/1/2025 5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	CYBER	N	N	TBD	5/1/2024	5/1/2025	\$10,000,000 OCC/AGG \$5,000,000 OCC/AGG
A	PROFESSIONAL LIABILITY			MPBG48901177	5/1/2024	5/1/2025	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: GOAPEX AGREEMENT - GOCARY TRANSIT SERVICE. TOWN OF CARY, TOWN OF APEX ARE ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY AND UMBRELLA/EXCESS LIABILITY WHERE REQUIRED BY WRITTEN CONTRACT. A WAIVER OF SUBROGATION APPLIES AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY, WORKERS COMPENSATION AND UMBRELLA/EXCESS LIABILITY WHERE REQUIRED BY WRITTEN CONTRACT. MV TRANSPORTATION, INC. IS SELF-INSURED FOR AUTO LIABILITY IN THE STATE OF NORTH CAROLINA. THE ABOVE AUTO POLICY PROVIDES COVERAGE EXCESS OF A \$3M SELF-INSURED RETENTION.

CERTIFICATE HOLDER**CANCELLATION**

20261719
 TOWN OF APEX
 73 HUNTER STREET
 P. O. BOX 250
 APEX NC 27502

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 10 2025

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 June 24, 2025, on the Question of Annexation - Apex Town Council's intent to annex 4.0626 acres project entitled Saint Paul American Orthodox Church, located on Kelly Road and Holland Road, Annexation No. 799, 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

- CN3-A1: Resolution Directing the Town Clerk to Investigate Petition
 - Certificate of Sufficiency by the Town Clerk
 - Resolution Setting Date of Public Hearing
- CN3-A2: Legal Description - Annexation No. 799 - Saint Paul American Orthodox Church
- CN3-A3: Aerial Map - Annexation No. 799 - Saint Paul American Orthodox Church
- CN3-A4: Plat Map - Annexation No. 799 - Saint Paul American Orthodox Church
- CN3-A5: Annexation Petition - Annexation No. 799 - Saint Paul American Orthodox Church





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

Satellite Annexation Petition No. 799
Saint Paul American Orthodox Church – Kelly Road/Holland Road – 4.0626 acres

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

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

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

This the 10th day of June, 2025.

Jacques K. Gilbert
Mayor

ATTEST:

Allen L. Coleman, CMC, NCCCC
Town Clerk



CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Satellite Annexation Petition No. 799
Saint Paul American Orthodox Church – Kelly Road/Holland Road – 4.0626 acres

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Apex, North Carolina this 10th day of June, 2025.

Allen L. Coleman, CMC, NCCCC
Town Clerk

(Seal)



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

Satellite Annexation Petition No. 799
Saint Paul American Orthodox Church – Kelly Road/Holland Road – 4.0626 acres

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Apex Town Hall at 6 o'clock p.m. on the 24th day of June, 2025.

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 June, 2025.

Jacques K. Gilbert, Mayor

ATTEST:

Allen L. Coleman, Town Clerk

Attachment: Legal Description

BEGINNING AT AN EXISTING IRON PIPE LOCATED ON THE NORTHWESTERN RIGHT-OF-WAY LINE OF HOLLAND ROAD, AND BEING LOCATED ON THE SOUTHEASTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY REENAMOL VARGHESE AND BENNAN VARGHESE AS RECORDED IN DEED BOOK 14500, PAGE 350, WAKE COUNTY REGISTRY, AND HAVING NC GRID (NAD '83/2011) COORDINATES OF N: 715628.93 FEET E: 2032731.16 FEET; THENCE LEAVING SAID NORTHWESTERN RIGHT-OF-WAY LINE ALONG AND WITH SAID EASTERN PROPERTY LINE N 27°17'42"W 54.84' TO AN EXISTING IRON PIPE; THENCE N 87°26'02"W 34.60' TO AN EXISTING IRON PIPE; THENCE N 27°29'48"W 110.06' TO AN EXISTING IRON PIPE; THENCE N 11°16'12"E 137.78' TO AN EXISTING IRON PIPE; THENCE S 84°19'52"W 173.20' TO AN EXISTING IRON PIPE AND BEING LOCATED ON THE EASTERN PROPERTY LINE OF LANDS NOW OR FORMERLY OWNED BY DOROTHY M. MILLS AND DAVID G. MILLS TRUSTEE AS RECORDED IN DEED BOOK 16500, PAGE 2141, WAKE COUNTY REGISTRY; THENCE ALONG AND WITH SAID EASTERN PROPERTY LINE N 01°06'36"E 230.65' TO AN EXISTING IRON PIPE AND BEING THE SOUTHWESTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY ROBERT SCOTT ROSE AND DEBORAH LYNN ROSE AS RECORDED IN DEED BOOK 4679, PAGE 545, WAKE COUNTY REGISTRY; THENCE ALONG AND WITH SAID SOUTHERN PROPERTY LINE S 88°03'38"E 412.38' TO AN EXISTING IRON PIPE LOCATED ON THE WESTERN RIGHT-OF-WAY LINE OF KELLY ROAD; THENCE LEAVING SAID SOUTHERN PROPERTY LINE AND LEAVING SAID WESTERN RIGHT-OF-WAY LINE S 88°03'38"E 30.11' TO A POINT LOCATED IN THE CENTERLINE OF KELLY ROAD; THENCE ALONG AND WITH SAID CENTERLINE S 03°01'30"E 61.08' TO A POINT; THENCE S 02°56'14"E 66.44' TO A POINT; THENCE S 09°13'25"E 99.66' TO A POINT; THENCE S 15°35'03"E 54.56' TO A POINT; THENCE S 17°30'00"E 115.33' TO A POINT LOCATED AT THE INTERSECTION OF KELLY ROAD AND HOLLY ROAD; THENCE TRANSITIONING FROM SAID CENTERLINE OF KELLY ROAD ALONG AND WITH THE CENTERLINE OF HOLLAND ROAD S 64°57'00"W 114.45' TO A POINT; THENCE ALONG AND WITH SAID CENTERLINE OF HOLLAND ROAD S 63°47'14"W 161.90' TO A POINT; THENCE LEAVING SAID CENTERLINE OF HOLLAND ROAD N 27°17'42"W 30.01' TO THE POINT OF BEGINNING, CONTAINING 4.0626 ACRES.

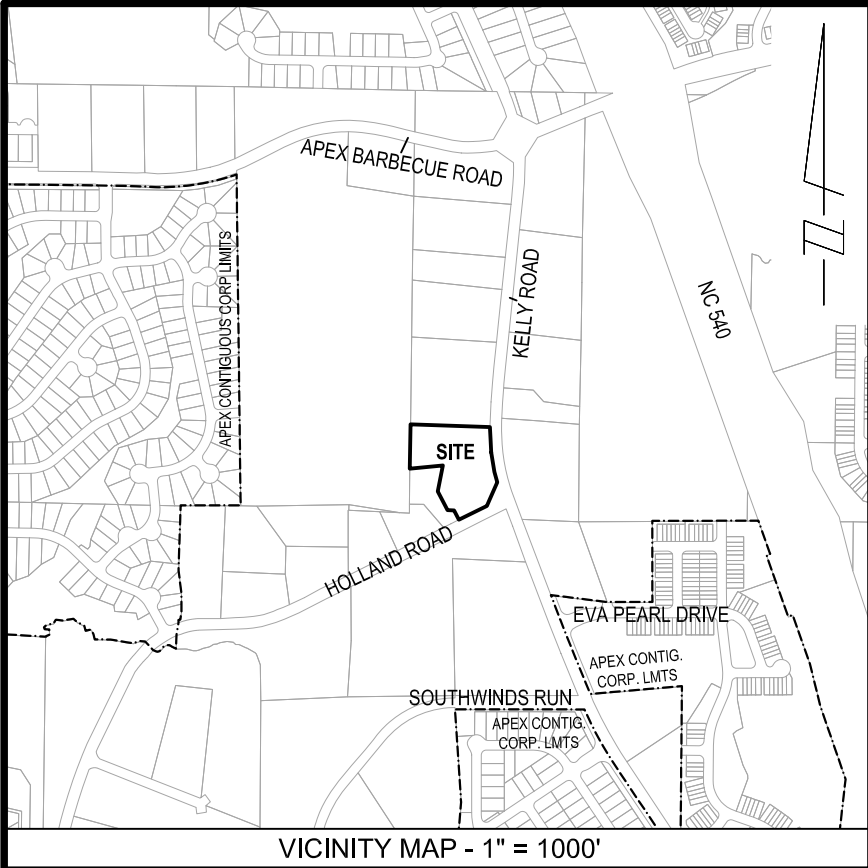
Annexation #799

Holland Rd

Kelly Rd

May 2025
February 2025 Aerial
Photography Prepared by: Town of Apex Planning Department

0 200 400 Feet



NOTE:

1. AREAS BY COORDINATE GEOMETRY UNLESS SHOWN OTHERWISE.
2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
3. ALL STREETS ARE PUBLIC RIGHTS-OF-WAY UNLESS SHOWN OTHERWISE.
4. OTHER INSTRUMENTS OF RECORD MAY AFFECT THIS PROPERTY.
5. NO TITLE SEARCH PERFORMED FOR THIS SURVEY.
6. NO NCGS MONUMENT WITHIN 2,000 FEET OF PROPERTY.
7. NO FEMA FLOOD HAZARD AREAS PER FIRM NUMBER 3720073100K DATED JULY 19, 2022.
8. PROPERTY LIES IN ZONE "X".
9. PROPERTY IS ZONED "MD-CZ".

THE COORDINATES SHOWN ON THIS PLAT WERE DERIVED BY REAL TIME NETWORK (RTN) GLOBAL POSITIONING SYSTEM (GPS). THIS METHOD RESULTS IN (NAD 1983/2011) - (CORS 96) POSITIONS AND NORTH AMERICAN VERTICAL DATUM '88 (MEAN SEA LEVEL) ELEVATIONS USING THE CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) MAINTAINED BY NORTH CAROLINA GEODETIC SURVEY. CLASS A SURVEY, 0.033 FT POSITIONAL ACCURACY, VRS FIELD PROCEDURE, GEOID12A AND UNITS IN FEET.

I, DAN GREGORY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. DEED DESCRIPTION RECORDED IN BOOK, SEE, PAGE, REFERENCES, THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK, SEE, PAGE, REFERENCES, THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

D. THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION;

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS

8 DAY OF MAY, A.D., 2025.

DAN GREGORY, PLS L-5240



ANNEXATION # _____

I, ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK, APEX, NORTH CAROLINA CERTIFY THIS A TRUE AND EXACT MAP OF

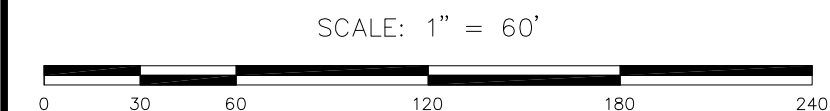
ANNEXATION ADOPTED THE _____ DAY OF _____, 20____, BY THE TOWN COUNCIL. I SET MY HAND AND SEAL OF THE

TOWN OF APEX, _____ DAY/MONTH/YEAR

ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK

-SEAL-

AREA WITHIN LOT 5A 153,510 SF OR 3.5241 AC
AREA WITHIN RIGHT-OF-WAY 23,457 SF OR 0.5385 AC
TOTAL AREA TO BE ANNEXED 176,967 SF OR 4.0626 AC



REV.	DATE	DESCRIPTION	BY
1	03-18-2025	REVISED PER COMMENTS #1	AMH



BASS, NIXON & KENNEDY, INC.
CONSULTING ENGINEERS

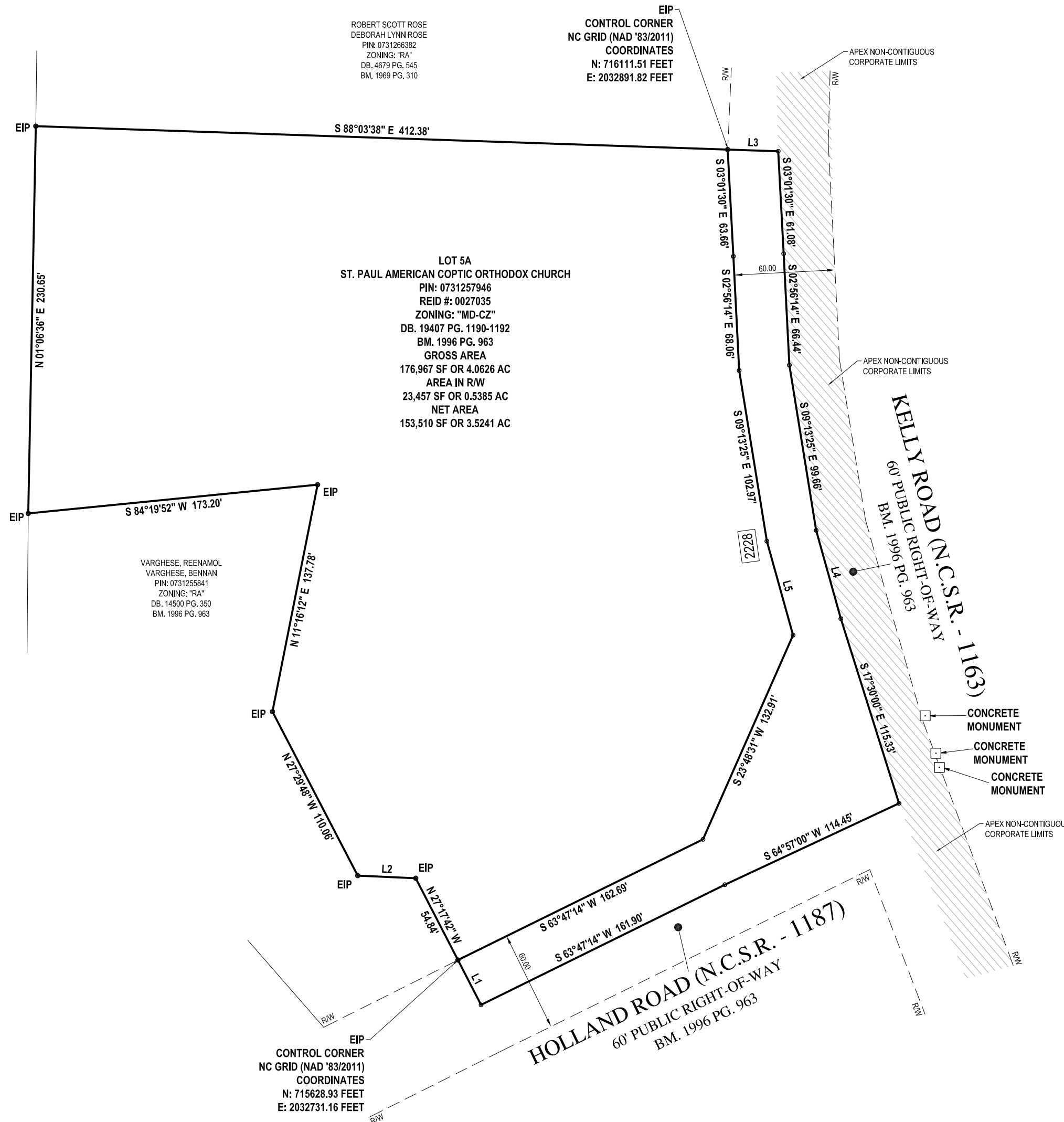
- 6310 CHAPEL HILL ROAD, SUITE 250
RALEIGH, NORTH CAROLINA 27607
- TELEPHONE: (919)851-4422 OR (800)354-1879
- FAX: (919)851-8968
- CERTIFICATION NUMBERS: NCBELS (C-0110); NCBLA (C-0267)

SURVEYED BY	AQ
DRAWN BY	AMH
CHECKED BY	DG
DATE	02-26-2025

SATELLITE ANNEXATION MAP
FOR THE TOWN OF APEX
OF
2228 KELLY ROAD

BUCKHORN TWSP WAKE COUNTY NORTH CAROLINA

SHEET
1
OF
1



REFERENCES

DB. 1600 PG. 497
DB. 1800 PG. 347
DB. 3920 PG. 154-155
DB. 5800 PG. 663
DB. 12201 PG. 2043-2046
DB. 12799 PG. 1358-1362
DB. 19252 PG. 1353-1358
DB. 19407 PG. 1190-1192
BM. 1987 PG. 83
BM. 1996 PG. 963

LEGEND

•	EIP = EXISTING IRON PIPE
•	IPS = IRON PIPE SET
•	CP = CALCULATED POINT
•	PK = PK NAIL
•	R/W = RIGHT-OF-WAY
XXXX	DENOTES ADDRESS

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 27°17'42" W	30.01'
L2	N 87°26'02" W	34.60'
L3	S 88°03'38" E	30.11'
L4	S 15°35'03" E	54.56'
L5	S 15°35'03" E	58.07'

HATCH LEGEND

	= APEX CORPORATE LIMITS
--	-------------------------

OWNER(S):
ST PAUL AMERICAN COPTIC ORTHODOX CHURCH
2510 PINEY PLAINS ROAD
CARY, NC 27518-6870

PETITION FOR VOLUNTARY ANNEXATION

Town of Apex, North Carolina



ANNEXATION PETITION SUBMISSION: Applications are due by 12:00 pm on the first business day of each month. See the "[Annexation Petition Schedule](#)" on the website for details.

ANNEXATION FEE: \$300; \$200.00 for well/septic failure

VOLUNTARY ANNEXATION: Upon receipt of a valid petition signed by all of the owners of real property in the area described therein, the Town may annex an area either contiguous or not contiguous to its primary corporate limits when the area meets the standards set out under North Carolina General Statutes 160A-31 and 160A-58.1. A petition submitted pursuant to North Carolina General Statute 160A-58.1 need not be signed by the owners of real property that is wholly exempt from property taxation under the Constitution and laws of North Carolina, nor by railroad companies, public utilities as defined in G.S. 62-3(23), or electric or telephone membership corporations.

HARD COPY SUBMITTAL REQUIREMENTS:

- Town of Apex Petition for Annexation with original wet ink signatures. No photocopies or scanned images.
- Petition Fee by one of the following forms of payment:
 - Visa or Master Card (online only);
 - In person: Cash (exact amount only); or
 - Check payable to 'Town of Apex'

ELECTRONIC SUBMITTAL REQUIREMENTS: [GEOCIVIX \(IDT\)](#)

- Town of Apex Petition for Annexation
- Written Metes and Bounds Legal Description: Submit original PDF. Scanned documents will not be accepted.
- Electronic plat submittal (18" x 24")

REVIEW AND APPROVAL PROCESS:

- **SUBMITTAL:** Submit hard copy application with original wet signatures (no photo copies or scanned images) and fee to the Planning Department and upload an electronic copy of the application, legal description and Annexation Plat via [GeoCivix](#).
- **REVIEW BY STAFF:** The Planning Department and Development Services Department review the annexation submission. Comments will be sent to the applicant via email.
- **DESIGNATION OF ANNEXATION NUMBER:** The application is assigned an annexation number once the annexation petition is received.
- **ANNEXATION PLAT SUBMISSION:** After the map and legal description are deemed sufficient by the Town of Apex, the applicant is required to submit three (3) 18"x24" Mylar annexation plats to the Planning Department by the due date on the attached Annexation Schedule.
- **1ST TOWN COUNCIL MEETING:** This Town Council Meeting is typically held the second Tuesday of each month. The Town Council will pass a resolution directing the Town Clerk to investigate the annexation petition. The Town Clerk will present to the Town Council a Certificate of Sufficiency indicating that the annexation petition is complete. A resolution setting the date of the public hearing is then approved.
- **LEGAL ADVERTISEMENT:** A legal advertisement will be published on the Town of Apex's website no more than 25 days and no less than 10 days prior to the date of the public hearing.
- **2ND TOWN COUNCIL MEETING/PUBLIC HEARING:** This Town Council Meeting is typically held the fourth Tuesday of each month. The Town Council will either adopt or deny an ordinance to extend the corporate limits of the Town of Apex.
- **RECORDATION:** If the annexation is approved by the Town Council, the Town Clerk will have the Annexation Plats recorded at the Wake County or Chatham County Register of Deeds, as appropriate. Wake County or Chatham County will keep one of the recorded plats, one copy will be returned to the Planning Department, and the surveying company is given the remaining recorded Annexation Plat.

FOR WELL AND/OR SEPTIC FAILURES:

If the purpose of the petition is to connect to public water and/or sewer, contact Water Resources Program Coordinator Jessica Sloan at 919-372-7478 or jessica.sloan@apexnc.org to confirm that public water and/or sewer is available to the property. In order to receive public water and/or sewer services from the Town of Apex, refer to the checklist of items below to assist with obtaining one or both of these services:

- Apply for a plumbing permit with the Building Inspections and Permitting Department.
- The plumbing permit and associated costs for water and/or sewer will be included with the permit.

Please refer to the [Town of Apex Fee Schedule](#) for the list of current fees.

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 #: Annexation # 799
Fee Paid: \$ 300.00

Submittal Date: 3-7-2025
Check #: CC

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

St Paul American Coptic Orthodox Church, attn John Perna
Owner Name (Please Print)
908-295-8119
Phone

PIN 0731-25-7946
Property PIN or Deed Book & Page #
jperna@pernalaw.com
E-mail Address

Owner Name (Please Print)
Phone

Property PIN or Deed Book & Page #
E-mail Address

Owner Name (Please Print)
Phone

Property PIN or Deed Book & Page #
E-mail Address

SURVEYOR INFORMATION

Surveyor: Bass, Nixon & Kennedy, Inc, Attn Dan Gregory, PLS
Phone: 919-857-4422 Fax: _____
E-mail Address: dan.gregory@bnkinc.com

ANNEXATION SUMMARY CHART

Property Information

Total Acreage to be annexed: 4.0626
Population of acreage to be annexed: _____
Existing # of housing units: 1
Proposed # of housing units: 0
Zoning District*: MD-CZ

Reason(s) for annexation (select all that apply)

Need water service due to well failure ☐
Need sewer service due to septic system failure ☐
Water service (new construction) ☒
Sewer service (new construction) ☒
Receive Town Services ☐

*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.)

_____ Please Print	_____ Signature
_____ Please Print	_____ Signature
_____ Please Print	_____ Signature
_____ Please Print	_____ 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: _____

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 27th day of February, 2025.

Corporate Name St. Paul American Coptic Orthodox Church

SEAL

By: _____

Chairman (Signature)

Attest: _____

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Nermin S. Saad, a Notary Public for the above State and County,
this the 27th day of February, 2025.

Notary Public Nermin S. Saad

SEAL

My Commission Expires: August 17, 2025



PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, _____ a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the ____ day of _____, 20____.

Name of Limited Liability Company _____

By: _____

Signature of Member/Manager

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: _____

COMPLETE IF IN A PARTNERSHIP

In witness whereof, _____, a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the ____ day of _____, 20____.

Name of Partnership _____

By: _____

Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 10 2025

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 June 24, 2025, on the Question of Annexation - Apex Town Council's intent to annex 16.80 acres project entitled Atkins, Hudson, and Davidson Assemblage, located on New Hill Olive Chapel Road, Annexation No. 800, 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

- CN3-A1: Resolution Directing the Town Clerk to Investigate Petition
 - Certificate of Sufficiency by the Town Clerk
 - Resolution Setting Date of Public Hearing
- CN3-A2: Legal Description - Annexation No. 800 - Atkins, Hudson, and Davidson Homes Assemblage
- CN3-A3: Aerial Map - Annexation No. 800 - Atkins, Hudson, and Davidson Homes Assemblage
- CN3-A4: Plat Map - Annexation No. 800 - Atkins, Hudson, and Davidson Homes Assemblage
- CN3-A5: Annexation Petition - Annexation No. 800 - Atkins, Hudson, and Davidson Homes Assemblage





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

Annexation Petition No. 800
Atkins, Hudson, and Davidson Homes Assemblage
New Hill Olive Chapel Road – 16.80 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 June, 2025.

Jacques K. Gilbert
Mayor

ATTEST:

Allen L. Coleman, CMC, NCCCC
Town Clerk



CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition No. 800
Atkins, Hudson, and Davidson Homes Assemblage
New Hill Olive Chapel Road – 16.80 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 June, 2025.

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. 800
Atkins, Hudson, and Davidson Homes Assemblage
New Hill Olive Chapel Road – 16.80 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 June, 2025.

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 June, 2025

Jacques K. Gilbert, Mayor

ATTEST:

Allen L. Coleman, Town Clerk

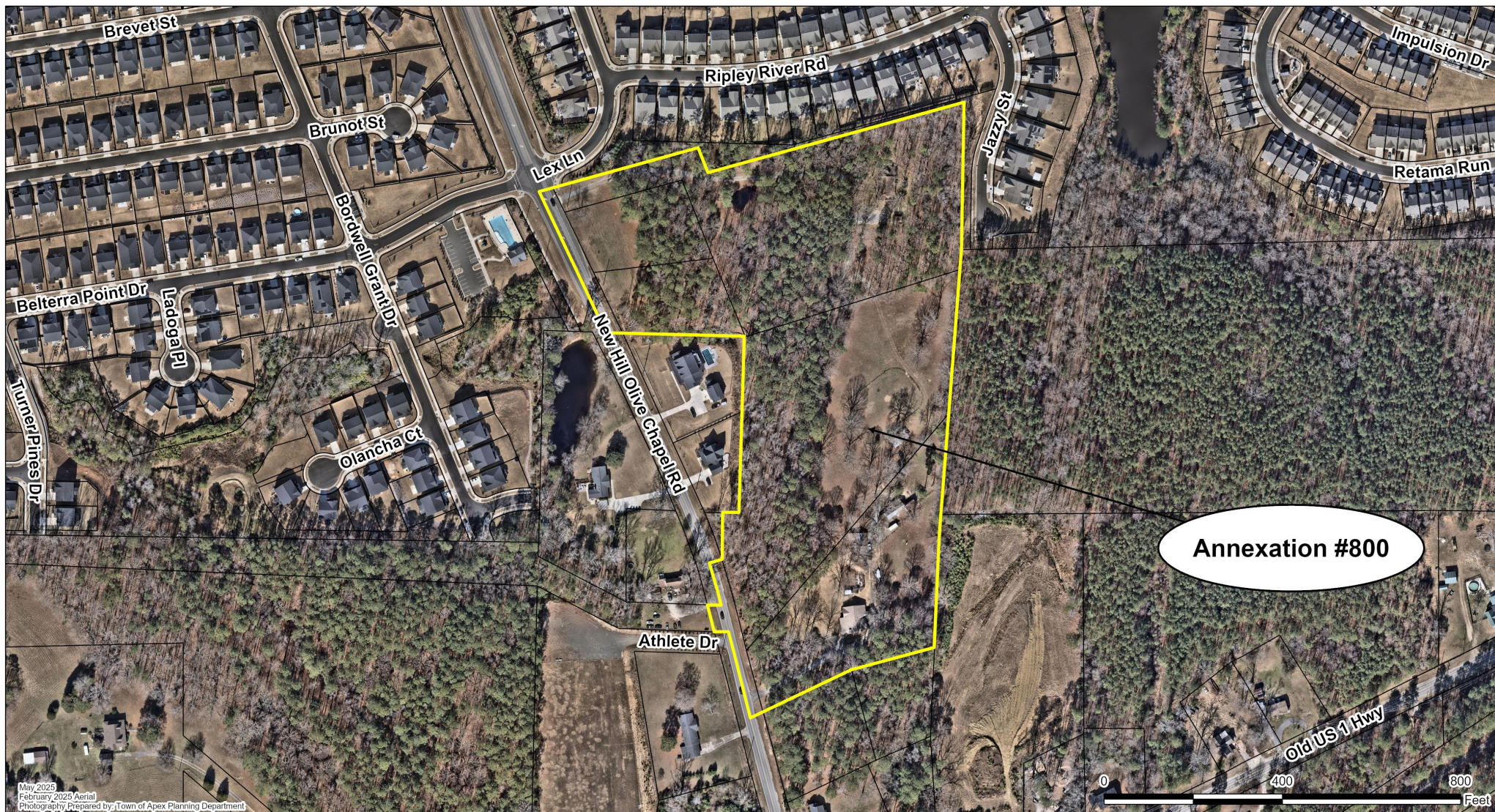
Attachment: Legal Description

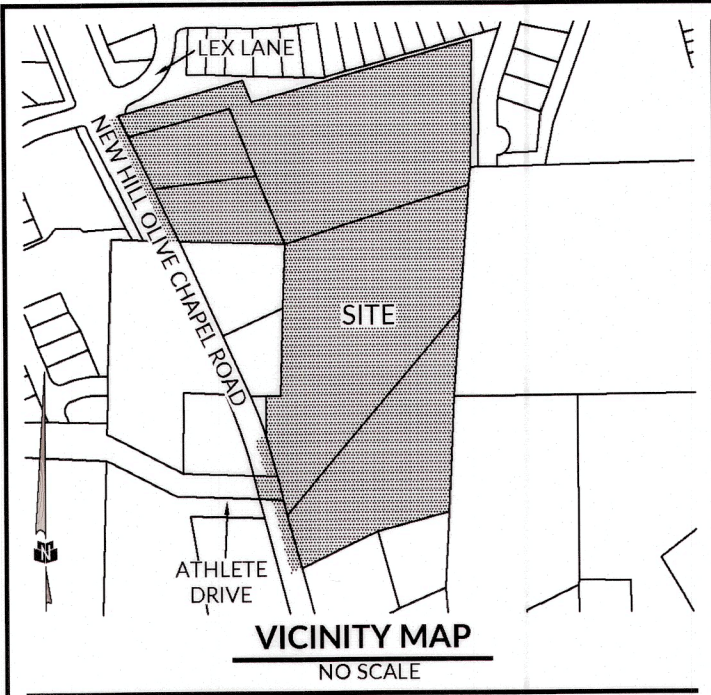
Annexation Legal Description – March 19, 2025

Beginning at a nail at the base of a bent existing iron pipe on the eastern right of way of New Hill Olive Chapel Road (SR 1141) (Variable Width Public R/W), said pipe having NC grid coordinates (NAD 83 – 2011) of N=703,360.81, E=2,018,923.15, thence from said beginning point leaving said right of way South 64°27'48" West 30.61 feet to a point on the centerline of New Hill Olive Chapel Road (SR 1141) (Variable Width Public R/W), thence with said centerline North 14°04'26" West 149.95 feet to a point, thence North 14°39'29" West 48.03 feet to a point, thence leaving said centerline North 87°51'48" West 32.09 feet to a point on the western right of way of New Hill Olive Chapel Road (SR 1141) (Variable Width Public R/W), thence with said right of way North 14°34'44" West 62.65 feet to a point, thence leaving said right of way South 87°51'48" East 32.05 feet to a point on the centerline of New Hill Olive Chapel Road (SR 1141) (Variable Width Public R/W), thence with said centerline North 15°38'26" West 37.13 feet to a point, thence North 16°22'40" West 61.91 feet to a point, thence leaving said centerline North 73°37'26" East 30.00 feet to a new iron pipe on the eastern right of way of New Hill Olive Chapel Road (SR 1141) (Variable Width Public R/W), thence leaving said right of way North 00°31'52" East 105.40 feet to a new iron pipe, thence South 89°34'15" East 36.59 feet to an existing iron pipe, thence North 01°44'29" East 395.75 feet to a point, thence North 88°33'47" West 310.47 feet to a point on the centerline of New Hill Olive Chapel Road (SR 1141) (Variable Width Public R/W), thence with said centerline North 25°18'32" West 350.53 feet to a point, thence leaving said centerline North 74°34'16" East 369.83 feet to an existing iron pipe, thence South 21°41'09" East 60.15 feet to an existing iron pipe, thence North 74°36'43" East 595.80 feet to an existing iron pipe, thence South 01°00'40" West 330.93 feet to an existing iron pipe, thence South 04°29'17" West 44.76 feet to an existing iron pipe, thence South 04°26'16" West 325.00 feet to a new iron pipe, thence South 04°26'16" West 271.14 feet to a new iron pipe, thence South 02°35'58" West 254.54 feet to an existing iron pipe, thence South 75°01'05" West 192.41 feet to an existing iron pipe, thence South 64°27'48" West 220.47 feet to the point and place of beginning, containing 16.80 acres (731,724 sq ft) more or less.



DocuSigned by:
Stephen B Mullins
DFCEC79C4D7E4B2...





LEGEND

ADJOINER	---
BOUNDARY	---
BUILDING	---
BUILDING OVERHANG	---
CONCRETE	---
DRIVEWAY EASEMENT	---
EDGE OF PAVEMENT	---
FENCE (WIRE)	XX XX XX XX
FENCE (WOOD)	---
GRAVEL	---
GRAVEYARD	---
RETAINING WALL	---
RIGHT OF WAY R/W	---
RIPRAP	---
STORM DRAIN LINE	---
WETLAND	---
ELECTRIC EASEMENT	---
WATER EASEMENT	---
TEMPORARY CONSTRUCTION EASEMENT	---

ADDRESS NUMBER ###

AIR CONDITIONER

CATCH BASIN

CLEANOUT

COMPUTED POINT

CORNER NOT FOUND

DROP INLET

ELECTRIC PEDESTAL

EXISTING IRON PIPE

FIRE HYDRANT

FLARED END SECTION

GAS METER

GUY WIRE

IRON PIPE SET

LIGHT POLE

MAILBOX

POST

PROPANE TANK

ROOF DRAIN

SANITARY SEWER MANHOLE

SIGN

SPIGOT

STORM PIPE

TELEPHONE STRUCTURE

TRANSFORMER

WATER VALVE

WELL

WETLAND FLAG

- ANNEXATION #:
- I, ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK, APEX, NORTH CAROLINA CERTIFY THAT THIS IS A TRUE AND EXACT MAP OF ANNEXATION ADOPTED THE DAY OF 20 BY THE TOWN COUNCIL. I SET MY HAND AND SEAL OF THE TOWN OF APEX,
- DAY/MONTH/YEAR
- ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK
- GENERAL NOTES
- NGS MONUMENT "RALPH" FOUND WITHIN 2,000 FEET OF THE SITE.
 - THE FOLLOWING INFORMATION WAS USED TO OBTAIN NC GRID NAD 83 (2011), NAVD 88 (GEOID 18) STATE PLANE COORDINATES (SPC) FOR THIS PROJECT:
 - CLASS OF SURVEY: URBAN LAND SURVEYS (CLASS A)
 - POSITIONAL ACCURACY: 0.03' (H), 0.07' (V)
 - GPS FIELD PROCEDURE: VRS
 - DATE OF SURVEY: 1-27-2025
 - DATUM/EPOCH: NAD 83 (2011), EPOCH 2010.00
 - PUBLISHED DATE/FIXED CONTROL USED: VRS, NCRD
 - GEOID MODEL: GEOID 18
 - COMBINED GRID FACTOR: 0.9998843208
 - UNITS: U.S. SURVEY FEET
 - GRID/GROUND POINT: Y(N) 703,360.81 X(E) 2,018,923.15
 - ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
 - ALL AREAS DERIVED BY THE COORDINATE COMPUTATION METHOD.
 - PROPERTY SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH NORTH CAROLINA STANDARDS, G.S. 89C, AND REQUIREMENTS OF LAW, BUT A NORTH CAROLINA LICENSED ATTORNEY-AT-LAW SHOULD BE CONSULTED REGARDING CORRECT OWNERSHIP, WIDTH, AND LOCATION OF EASEMENTS AND OTHER TITLE QUESTIONS REVEALED BY TITLE EXAMINATION.
 - LINE NOT SURVEYED ARE SHOWN AS BROKEN LINES FROM INFORMATION REFERENCED ON THE FACE OF THIS PLAT.
 - SUBJECT PROPERTY IS NOT LOCATED WITHIN A DESIGNATED FLOOD HAZARD AREA ACCORDING TO FLOOD INSURANCE RATE MAP 3720071000L DATED JULY 19, 2022. ZONE X
 - LOCATION OF UTILITIES, WHETHER PUBLIC OR PRIVATE, IS BASED UPON FIELD LOCATION OF VISIBLE APPURTENANCES ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY LOCATION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. WITHERSRAVENEL CANNOT ASSUME RESPONSIBILITY FOR MISIDENTIFICATION OR OMISSION OF UNDERGROUND UTILITIES. THE LOCATION DATA IS NOT TO BE RELIED UPON FOR ACCURACY AND IS ONLY FOR APPROPRIATE USE BY A PLS OR PE, MAY BE USED BY A PE FOR PRELIMINARY PLANNING PURPOSES.
 - PROPERTY HAS ACCESS TO A PUBLIC RIGHT OF WAY VIA NEW HILL OLIVE CHAPEL ROAD
 - GRAVEYARD PLOTTED ON SURVEY.

SURVEYOR'S CERTIFICATE

I, STEPHEN B. MULLINS, PLS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED AS SHOWN HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN ON THE FACE OF THIS PLAT; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:20,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL.

I ALSO CERTIFY THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF A SUBDIVISION.

THIS 19th DAY OF MAY, A.D., 2025.

PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER, L-3059

SEAL
L-3059
STEPHEN B. MULLINS
NORTH CAROLINA
PROFESSIONAL
LAND SURVEYOR

ANNEXATION PLAT FOR THE TOWN OF APEX

ATKINS/HUDSON LOTS

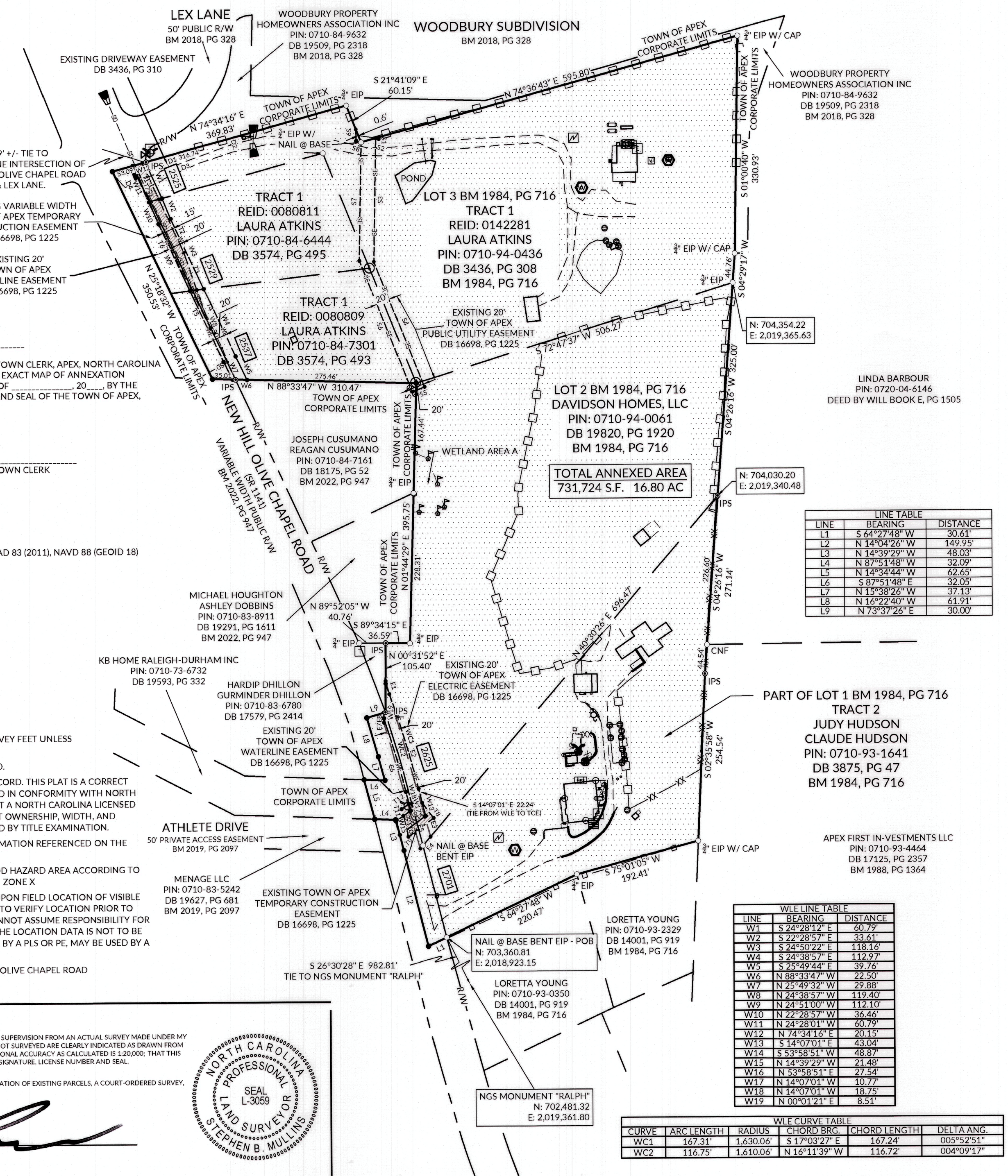
PROPERTY OF

LAURA ATKINS, JUDY HUDSON, CLAUDE HUDSON, & DAVIDSON HOMES, LLC

2525, 2529, 2537, 2625, & 2701 NEW HILL OLIVE CHAPEL ROAD
BUCKHORN TOWNSHIP | WAKE COUNTY | NORTH CAROLINA
P.I.N. SEE MAP
ZONING: R-40W

ANNEXATION LEGAL DESCRIPTION

BEGINNING AT A NAIL AT THE BASE OF A BENT EXISTING IRON PIPE ON THE EASTERN RIGHT OF WAY OF NEW HILL OLIVE CHAPEL ROAD (SR 1141) (VARIABLE WIDTH PUBLIC R/W), SAID PIPE HAVING NC GRID COORDINATES (NAD 83 - 2011) OF N=703,360.81, E=2,018,923.15, THENCE FROM SAID BEGINNING POINT LEAVING SAID RIGHT OF WAY SOUTH 64°27'48" WEST 30.61 FEET TO A POINT ON THE CENTERLINE OF NEW HILL OLIVE CHAPEL ROAD (SR 1141) (VARIABLE WIDTH PUBLIC R/W), THENCE WITH SAID CENTERLINE NORTH 14°04'26" WEST 149.95 FEET TO A POINT, THENCE NORTH 14°39'29" WEST 48.03 FEET TO A POINT, THENCE LEAVING SAID CENTERLINE NORTH 87°51'48" WEST 32.09 FEET TO A POINT ON THE WESTERN RIGHT OF WAY OF NEW HILL OLIVE CHAPEL ROAD (SR 1141) (VARIABLE WIDTH PUBLIC R/W), THENCE WITH SAID RIGHT OF WAY NORTH 14°34'44" WEST 62.65 FEET TO A POINT, THENCE LEAVING SAID RIGHT OF WAY SOUTH 87°51'48" EAST 32.05 FEET TO A POINT ON THE CENTERLINE OF NEW HILL OLIVE CHAPEL ROAD (SR 1141) (VARIABLE WIDTH PUBLIC R/W), THENCE WITH SAID CENTERLINE NORTH 15°38'26" WEST 37.13 FEET TO A POINT, THENCE NORTH 16°22'40" WEST 61.91 FEET TO A POINT, THENCE LEAVING SAID CENTERLINE NORTH 73°37'26" EAST 30.00 FEET TO A NEW IRON PIPE ON THE EASTERN RIGHT OF WAY OF NEW HILL OLIVE CHAPEL ROAD (SR 1141) (VARIABLE WIDTH PUBLIC R/W), THENCE LEAVING SAID RIGHT OF WAY NORTH 00°31'52" EAST 105.40 FEET TO A NEW IRON PIPE, THENCE SOUTH 89°34'15" EAST 36.59 FEET TO AN EXISTING IRON PIPE, THENCE NORTH 01°44'29" EAST 395.75 FEET TO A POINT, THENCE NORTH 88°33'47" WEST 310.47 FEET TO A POINT ON THE CENTERLINE OF NEW HILL OLIVE CHAPEL ROAD (SR 1141) (VARIABLE WIDTH PUBLIC R/W), THENCE WITH SAID CENTERLINE NORTH 25°18'32" WEST 350.53 FEET TO A POINT, THENCE LEAVING SAID CENTERLINE NORTH 74°34'16" EAST 369.83 FEET TO AN EXISTING IRON PIPE, THENCE SOUTH 21°41'09" EAST 60.15 FEET TO AN EXISTING IRON PIPE, THENCE NORTH 74°36'43" EAST 595.80 FEET TO AN EXISTING IRON PIPE, THENCE SOUTH 01°00'40" WEST 330.93 FEET TO AN EXISTING IRON PIPE, THENCE SOUTH 04°29'17" WEST 44.76 FEET TO AN EXISTING IRON PIPE, THENCE SOUTH 04°26'16" WEST 325.00 FEET TO A NEW IRON PIPE, THENCE SOUTH 04°26'16" WEST 271.14 FEET TO A NEW IRON PIPE, THENCE SOUTH 02°35'58" WEST 254.54 FEET TO AN EXISTING IRON PIPE, THENCE SOUTH 75°01'05" WEST 192.41 FEET TO AN EXISTING IRON PIPE, THENCE SOUTH 64°27'48" WEST 220.47 FEET TO THE POINT AND PLACE OF BEGINNING, CONTAINING 16.80 ACRES (731,724 SQ FT) MORE OR LESS.



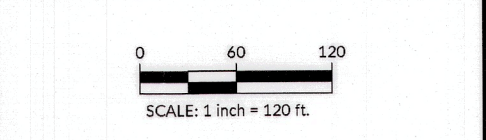
DRIVEWAY EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
D1	N 74°34'16" E	180.00'
D2	S 15°25'44" E	15.00'
D3	S 74°34'16" W	177.39'
D4	N 25°18'32" W	15.23'

ELECTRIC EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
E1	S 15°43'03" E	21.08'
E2	S 15°43'03" E	193.71'
E3	S 15°44'05" E	31.65'
E4	S 40°28'12" W	24.06'
E5	N 15°44'00" W	58.97'
E6	N 15°43'03" W	140.71'
E7	N 00°00'00" W	6.48'
E8	N 00°06'42" E	8.49'

TCE LINE TABLE		
LINE	BEARING	DISTANCE
T1	S 24°38'57" E	60.83'
T2	S 24°38'57" E	89.61'
T3	S 18°56'41" E	60.05'
T4	S 18°56'41" E	61.91'
T5	N 25°49'38" W	64.02'
T6	N 25°41'59" W	149.61'
T7	N 23°21'49" W	60.62'
T8	S 36°28'40" E	29.16'
T9	S 53°31'20" W	47.81'
T10	N 13°53'09" W	32.65'
T11	N 13°53'09" W	10.67'
T12	N 53°31'20" E	14.00'

SEWER EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
S1	S 00°54'41" E	2.65'
S2	N 74°11'00" W	4.96'
S3	S 01°10'00" W	188.66'
S4	S 21°40'33" E	204.89'
S5	S 68°20'19" W	20.00'
S6	N 21°40'33" W	214.79'
S7	N 01°10'00" E	180.68'
S8	N 74°11'00" W	7.86'
S9	N 00°54'41" W	17.57'

WR Job No.: 24-1118A
DATE: 2/18/2025
SURVEYED BY: WR
DRAWN BY: TA
CHECK & CLOSURE BY: BURB



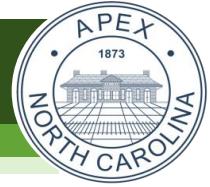
SHEET: 1 OF 1

WithersRavenel

115 MacKenan Drive | Cary, NC 27511
License #: F-1479 | t: 919.469.3340 | www.withersravenel.com

PETITION FOR VOLUNTARY ANNEXATION

Town of Apex, North Carolina



ANNEXATION PETITION SUBMISSION: Applications are due by 12:00 pm on the first business day of each month. See the "[Annexation Petition Schedule](#)" on the website for details.

ANNEXATION FEE: \$300; \$200.00 for well/septic failure

VOLUNTARY ANNEXATION: Upon receipt of a valid petition signed by all of the owners of real property in the area described therein, the Town may annex an area either contiguous or not contiguous to its primary corporate limits when the area meets the standards set out under North Carolina General Statutes 160A-31 and 160A-58.1. A petition submitted pursuant to North Carolina General Statute 160A-58.1 need not be signed by the owners of real property that is wholly exempt from property taxation under the Constitution and laws of North Carolina, nor by railroad companies, public utilities as defined in G.S. 62-3(23), or electric or telephone membership corporations.

HARD COPY SUBMITTAL REQUIREMENTS:

- Town of Apex Petition for Annexation with original wet ink signatures. No photocopies or scanned images.
- Petition Fee by one of the following forms of payment:
 - Visa or Master Card (online only);
 - In person: Cash (exact amount only); or
 - Check payable to 'Town of Apex'

ELECTRONIC SUBMITTAL REQUIREMENTS: [GEOCIVIX \(IDT\)](#)

- Town of Apex Petition for Annexation
- Written Metes and Bounds Legal Description: Submit original PDF. Scanned documents will not be accepted.
- Electronic plat submittal (18" x 24")

REVIEW AND APPROVAL PROCESS:

- **SUBMITTAL:** Submit hard copy application with original wet signatures (no photo copies or scanned images) and fee to the Planning Department and upload an electronic copy of the application, legal description and Annexation Plat via [GeoCivix](#).
- **REVIEW BY STAFF:** The Planning Department and Development Services Department review the annexation submission. Comments will be sent to the applicant via email.
- **DESIGNATION OF ANNEXATION NUMBER:** The application is assigned an annexation number once the annexation petition is received.
- **ANNEXATION PLAT SUBMISSION:** After the map and legal description are deemed sufficient by the Town of Apex, the applicant is required to submit three (3) 18"x24" Mylar annexation plats to the Planning Department by the due date on the attached Annexation Schedule.
- **1ST TOWN COUNCIL MEETING:** This Town Council Meeting is typically held the second Tuesday of each month. The Town Council will pass a resolution directing the Town Clerk to investigate the annexation petition. The Town Clerk will present to the Town Council a Certificate of Sufficiency indicating that the annexation petition is complete. A resolution setting the date of the public hearing is then approved.
- **LEGAL ADVERTISEMENT:** A legal advertisement will be published on the Town of Apex's website no more than 25 days and no less than 10 days prior to the date of the public hearing.
- **2ND TOWN COUNCIL MEETING/PUBLIC HEARING:** This Town Council Meeting is typically held the fourth Tuesday of each month. The Town Council will either adopt or deny an ordinance to extend the corporate limits of the Town of Apex.
- **RECORDATION:** If the annexation is approved by the Town Council, the Town Clerk will have the Annexation Plats recorded at the Wake County or Chatham County Register of Deeds, as appropriate. Wake County or Chatham County will keep one of the recorded plats, one copy will be returned to the Planning Department, and the surveying company is given the remaining recorded Annexation Plat.

FOR WELL AND/OR SEPTIC FAILURES:

If the purpose of the petition is to connect to public water and/or sewer, contact Water Resources Program Coordinator Jessica Sloan at 919-372-7478 or jessica.sloan@apexnc.org to confirm that public water and/or sewer is available to the property. In order to receive public water and/or sewer services from the Town of Apex, refer to the checklist of items below to assist with obtaining one or both of these services:

- Apply for a plumbing permit with the Building Inspections and Permitting Department.
- The plumbing permit and associated costs for water and/or sewer will be included with the permit.

Please refer to the [Town of Apex Fee Schedule](#) for the list of current fees.

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

ATKINS, LAURA B

Owner Name (Please Print)

0710940436,
0710847301,
0710846444

Property PIN or Deed Book & Page #

Phone

HUDSON, CLAUDE LEE JR HUDSON, JUDY A

Owner Name (Please Print)

E-mail Address

0710931641

Property PIN or Deed Book & Page #

Phone

DAVIDSON HOMES LLC

Owner Name (Please Print)

E-mail Address

0710940061

Property PIN or Deed Book & Page #

Phone

E-mail Address

SURVEYOR INFORMATION

Surveyor: **WithersRavenel - Stephen B Mullins**

Phone: **919-469-3340** Fax: **n/a**

E-mail Address: **smullins@withersravenel.com**

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	<u>~16.80</u>	Need water service due to well failure	<input type="checkbox"/>
Population of acreage to be annexed:	<u>0</u>	Need sewer service due to septic system failure	<input type="checkbox"/>
Existing # of housing units:	<u>0</u>	Water service (new construction)	<input checked="" type="checkbox"/>
Proposed # of housing units:	<u>~40</u>	Sewer service (new construction)	<input checked="" type="checkbox"/>
Zoning District*:	<u>MD-CZ</u>	Receive Town Services	<input checked="" type="checkbox"/>

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

PETITION FOR VOLUNTARY ANNEXATION

Application #:

Submittal Date:

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, DAVIDSON HOMES LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 17th day of FEBRUARY, 2025.

Name of Limited Liability Company DAVIDSON HOMES LLC

By:

[Signature]

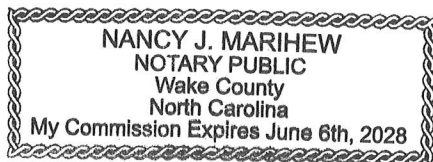
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Nancy J. Marihe a Notary Public for the above State and County, this the 17th day of February, 2025

Nancy J. Marihe
Notary Public

SEAL



My Commission Expires: June 6th, 2028

COMPLETE IF IN A PARTNERSHIP

In witness whereof, _____, a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the ____ day of _____, 20____.

Name of Partnership _____

By:

Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Harold Lee Atkins
Please Print

[Signature]
Signature

Please Print

Signature

Please Print

Signature

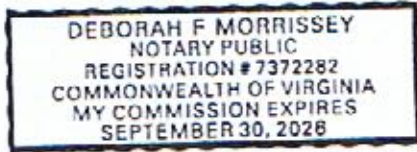
Please Print

Signature

STATE OF ~~NORTH CAROLINA~~ Virginia
~~COUNTY OF WAKE~~
City Poquoson

Sworn and subscribed before me, Deborah Morrissey, a Notary Public for the above State and County,
this the 18 day of February, 2025.

SEAL



[Signature]
Notary Public

My Commission Expires: 9/30/26

COMPLETE IF A CORPORATION:

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

Corporate Name _____

SEAL

By: _____
President (Signature)

Attest:

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Jacque D Atkins Bass
Please Print

Jacque D Atkins Bass
Signature

Jerry R. Bass
Please Print

Jerry R. Bass
Signature

Please Print

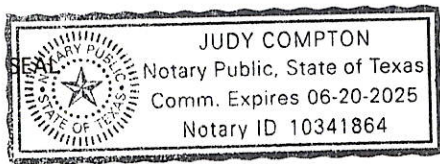
Signature

Please Print

Signature

STATE OF ~~NORTH CAROLINA~~ Texas
COUNTY OF ~~WAKE~~ Liberty

Sworn and subscribed before me, Judy Compton, a Notary Public for the above State and County,
this the 18 day of Febr, 2025.



Judy Compton
Notary Public

My Commission Expires: 06-20-25

COMPLETE IF A CORPORATION:

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

SEAL Corporate Name _____

Attest: _____ By: _____
Secretary (Signature) President (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.)

Janet Atkins Keller
Please Print

Janet Atkins Keller
Signature

Please Print

Signature

Please Print

Signature

Please Print

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, _____

See Attached
Certificate

LISA DETRICK, Notary Public

FEB 18 2025

Notary Public

SEAL

☒ Acknowledgment
☒ Jurat
☒ Copy Certificate

My Commission Expires:

12/02/2026

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: _____

CALIFORNIA NOTARIAL CERTIFICATE JURAT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn to (or affirmed before me on this 18 day of Feb. 2025
by Janet Atkins Keller
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.



SIGNATURE _____

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: Petition for Voluntary Annexation

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.)

Judy A Hudson
Please Print

Judy A Hudson
Signature

Claude Lee Hudson Jr.
Please Print

Claude Lee Hudson Jr.
Signature

Please Print

Signature

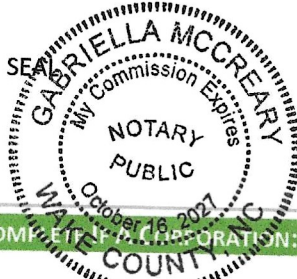
Please Print

Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Gabriella McCreary, a Notary Public for the above State and County,
this the 19 day of February, 2025.

Gabriella McCreary
Notary Public



My Commission Expires: 10-16-27

COMPLETE IF BY 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

Attest:

By: _____
President (Signature)

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

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.)

Sheryl A. Craver
Please Print

Sheryl A. Craver
Signature

Please Print

Signature

Please Print

Signature

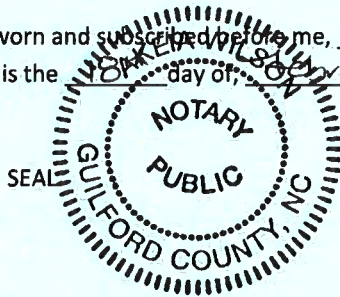
Please Print

Signature

STATE OF NORTH CAROLINA

COUNTY OF ~~WAKE~~ GUILFORD

Sworn and subscribed before me, AKEIA WILSON, a Notary Public for the above State and County,
this the 09 day of FEBRUARY, 2025



Akeia Wilson
Notary Public

My Commission Expires: 2-9-2027

COMPLETE IF A CORPORATION:

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

Corporate Name _____

SEAL

By: _____

President (Signature)

Attest: _____

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

SEAL

Notary Public

My Commission Expires: _____

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 10, 2025

Item Details

Presenter(s): Erika Sacco, Director

Department(s): Information Technology

Requested Motion

Motion to approve the Esri Municipal and County Government Enterprise Agreement (SGEA), effective July 1, 2025, through June 30, 2028, for enterprise-wide access to Esri software used to support Geographic Information System (GIS) operations across the town, and to authorize the Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

Staff recommends approval of the Esri Small Government Enterprise Agreement (SGEA) for a three-year term, effective July 1, 2025, through June 30, 2028. This agreement provides continued access to Esri's ArcGIS software, which is the core platform used by Town departments to manage, analyze, and visualize geographic data.

ArcGIS software is essential to daily operations across various departments, supporting functions such as asset management, planning and zoning, environmental analysis, emergency response coordination, and public works. Additionally, it powers many of the interactive maps and public-facing applications available on the Town's website, enabling residents to easily access information related to zoning, parks, projects, and services. The proposed renewal ensures that the Town can continue to provide reliable, centralized GIS services town-wide and maintain compliance with licensing requirements.

Attachments

- CN5-A1: Contract - Contract Multi-Year - ESRI Municipal and County Government Enterprise - Renewal - July 01, 2025 through June 30, 2028 - Geographic Information System (GIS) Management



May 23, 2025

Ms. Erika Sacco
Town of Apex
73 Hunter St
Apex, NC 27502-2312

Dear Erika,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Wendy McGuire
Esri | Charlotte, NC 28277 | USA
T 704 541 9810 X8657 | wmcguire@esri.com
THE SCIENCE OF WHERE ®



Quotation # Q-519122

Date: May 23, 2025

Customer # 132942 Contract #

Town of Apex
Information Technology
73 Hunter St
Apex, NC 27502-2312

ATTENTION: Erika Sacco
PHONE: 919-249-3400 x3312
EMAIL: erika.sacco@apexnc.org

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 5/23/2025 To: 8/21/2025

Material	Qty	Term	Unit Price	Total
193206	1	Year 1	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
193206	1	Year 2	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
193206	1	Year 3	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
Subtotal:				\$180,900.00
Sales Tax:				\$13,115.25
Estimated Shipping and Handling (2 Day Delivery):				\$0.00
Contract Price Adjust:				\$0.00
Total:				\$194,015.25

Upon acceptance of the offer, Town of Apex agrees to commit to the three-year term. Esri will invoice Town of Apex for the annual fee, in advance, each renewal year. Invoices are to be paid within thirty (30) days of receipt of the invoice.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Wendy McGuire	Email: wmcguire@esri.com	Phone: 704-541-9810 x8657
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-3)

This Agreement is by and between the organization identified in the Quotation (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This Agreement sets forth the terms for Customer’s use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	ArcGIS Enterprise Additional Capability Servers ArcGIS Image Server ArcGIS Online User Types ArcGIS Online Viewer User Type ArcGIS Enterprise User Types ArcGIS Enterprise Viewer User Type
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Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Enterprise User Types	
ArcGIS Online Contributor User Type	15	ArcGIS Enterprise Contributor User Type	15
ArcGIS Online Mobile Worker User Type	75	ArcGIS Enterprise Mobile Worker User Type	75
ArcGIS Online Creator User Type	75	ArcGIS Enterprise Creator User Type	75
ArcGIS Online Professional User Type	20	ArcGIS Enterprise Professional User Type	20
ArcGIS Online Professional Plus User Type	20	ArcGIS Enterprise Professional Plus User Type	20
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	20 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	20 each
ArcGIS Online Apps and Other		ArcGIS Enterprise Apps and Other	
ArcGIS Location Sharing for ArcGIS Online	20	ArcGIS Location Sharing for ArcGIS Enterprise	20
ArcGIS Online Service Credits	50,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	15

Other Benefits

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement (“**Ordering Document**”). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER’S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri’s receipt of an Ordering Document, unless otherwise agreed to by the parties (“**Effective Date**”).

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

“Case” means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

“Deploy”, “Deployed” and “Deployment” mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

“Fee” means the fee set forth in the Quotation.

“Maintenance” means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

“Master Agreement” means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

“Product(s)” means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

“Quotation” means the offer letter and quotation provided separately to Customer.

“Technical Support” means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

“Tier 1 Help Desk” means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

“Tier 1 Support” means the Technical Support provided by the Tier 1 Help Desk.

“Tier 2 Support” means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 10, 2025

Item Details

Presenter(s): Matt Wetherell, Facilities and Grounds Manager

Department(s): Public Works

Requested Motion

Motion to approve a multi-year contract between Greenscape Inc., and the Town of Apex, effective July 1, 2025 through June 30, 2028, to provide grounds maintenance services at various Town facilities and roadside rights-of-ways (ROW) and to authorize the Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

This agreement provides for grounds maintenance services at Town facilities and roadside rights-of-way (ROW). The contract term is three years, from July 1, 2025, through June 30, 2028, with two optional one-year extensions: Extension 1: July 1, 2028 - June 30, 2029 and Extension 2: July 1, 2029 - June 30, 2030.

The current grounds maintenance contract expires at the end of FY25. To ensure service continuity and competitive pricing, staff re-bid the contract. The new agreement covers 65 locations, including Town facilities and ROW areas.

Following the competitive bid process, staff recommends awarding the contract to Greenscape, Inc., which submitted the lowest first-year bid of \$582,284.04. Greenscape met all RFP requirements, including submission of references, subcontractor information, acknowledgment of addenda, and required financial and insurance documentation. Additionally, Greenscape's first-year bid is within the amount allocated for this service in the approved FY2025-26 operating budget.

This agreement includes a fixed 3% increase in costs, effective at the beginning of each Town fiscal year. Total costs for the agreement over the initial three-year term is: \$1,799,781.74.

Bid Summary:

Companies	First Year Bid Amount	Three References	Acknowledged Addenda	Financial Statement	Insurance Statement	Subcontractors Listed
Greenscape, Inc.	\$582,284.04	Yes	Yes	Yes	Yes	Yes
LandCare USA, LLC	\$669,438.00	Yes	Yes	Yes	Yes	Yes
Jones Landscaping & Maintenance, Inc.	\$757,668.00	Yes	No	Yes	Yes	Self-Perform
Pro Cutters, Inc.	\$858,251.16	Yes	Yes	Yes	Yes	Self-Perform

Attachments

- CN6-A1: Multi-Year Service Contract - Greenscape Landscape Maintenance - Town Facilities and Grounds Landscaping - July 1, 2025 through June 30, 2028
- CN6-A2: Landscape Area Exhibits - Greenscape Landscape Maintenance - Town Facilities and Grounds Landscaping - July 1, 2025 through June 30, 2028



**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**PURCHASE ORDER # [Click here to PO #](#)
STANDARD SERVICES AGREEMENT**

THIS AGREEMENT is entered into this ____ day of _____, 2025 by and between, Greenscape, Inc, a North Carolina corporation with its principal business offices located at [412 Woodburn Road #002, Raleigh, NC 27605](#) (the “Contractor”), and the Town of Apex, a municipal corporation of the State of North Carolina, (the “Town”). Town and Contractor may collectively be referred to as “Parties” hereinafter.

WITNESSETH:

The Town and the Contractor, for the consideration stated herein, agree as follows:

1. SCOPE OF SERVICES.

The Contractor agrees to perform for the Town the following services:

- Contractor shall furnish all supervision, quality control, labor, material, and equipment required to maintain and perform landscaping services at the locations designated in Exhibits 1 through 85 attached hereto and hereby incorporated into this Agreement. The services that will be provided are detailed in Section 2 of this Agreement, including Site Specific Instructions. Those Exhibits that do not apply or are otherwise not part of this Scope of Services are designated as such on the Exhibit and in this Agreement.

2. SPECIFICATIONS.

The following plans and specifications shall govern the above referenced services at all locations and facilities designated by this Agreement to be provided by the Contractor. Sections A through N below shall apply to all locations contemplated by this Agreement and are collectively referred to as “General Maintenance” in this Agreement. Contractor will contact the Town’s representative identified in this Agreement with any questions regarding specifications, locations, or details of services to be provided. In the event of any need for further specification or explanation of services Contractor and Town shall proceed in good faith to mutually agree to those details.

A. Mowing: All grassed areas & road shoulders subject to this Agreement will be mowed and kept during the Agreement period such as to maintain a neat and uniformly finished appearance. Mowing during the growing period, as defined by this Agreement, shall be conducted twice per month, no less than two weeks apart for the locations designated in Exhibits 1 through 13, 23, 26 through 82. For the purposes of this Agreement, the “growing period” is defined as March 1st through November 30th. All other locations designated on the remaining Exhibits shall be mowed weekly.

B. Pruning:

- Except as indicated in Item “F” below, *Maintenance of Trees and Shrubs*, Crape Myrtles shall be left to grow in their natural form and shall not be aggressively pruned by topping, heading back or “hat racking.”
- Remove suckers and watersprouts from all trees, including crape myrtles and magnolias.
- No topping is to be done on any trees. If requested, trees shall be lightly pruned to elevate canopies for clearance along walkways, parking areas, drives and similar areas.
- See also Item “F” below, *Maintenance of Trees and Shrubs*.

- C. **Trimming:** All fixed and immovable objects (with particular attention given to cemetery headstones and monuments) and sidewalks shall be trimmed around and/or edged each time the grass is mowed or as otherwise specified.
- D. **Blowing and Policing:** The grounds will be policed (i.e., trash picked up) at least twice per month during the Agreement term and litter will be deposited in Town-furnished containers. All sidewalks, benches and concrete pads shall be blown off at the time of each cutting to remove clippings and grass debris. Attention shall also be given to items such as broken glass which shall also be removed by the Contractor.
- E. **Removal of Debris:** All tree and plant debris less than 2 inches in diameter shall be removed from the site by the Contractor during the term of this Agreement. Debris greater than 2 inches in diameter shall be moved to the roadside by the Contractor in a condition consistent with Town requirements for debris pickup. The Contractor is responsible for scheduling such pick up with the Town.
- F. **Maintenance of Trees and Shrubs:** All landscape shrubs and trees shall be inspected annually and properly pruned to remove dead, diseased, or damaged growth, sprouts from the roots or low on the stem, branches offering competition to the main “leader,” and branches that are in contact with or crossing one another. Pruning shall also be done sparingly to promote proper uniform shape. However, no topping shall be performed. All trees and shrubs shall be fertilized to promote growth and a neat appearance throughout the term of this Agreement. Pruning shall be completed in November of each year.
- G. **Insects and Disease:** All landscape shrubs and trees shall be inspected throughout the term of this Agreement for signs of disease and insect pests. Upon detection, the Contractor shall notify the Town representative identified in Section 13 of this Agreement or their designee (hereinafter “Town representative”).
- H. **Weed Control:** All annual/perennial beds and mulched areas shall be weeded by hand throughout the term of the Agreement to maintain a neat and uniform appearance. Other areas may be controlled with chemical herbicides provided that the herbicide is a selective type listed for use among the specific plants planted within the treated areas. Weeding of these aforementioned areas shall be performed along with the regular mowing schedule to maintain a neat appearance. During the non-growing season, all facilities shall be inspected at least monthly for weeds and controlled as needed. Grassed areas at facilities so designated by the Agreement for such treatment shall be treated with a pre- and post-emergent herbicide to control and/or eliminate all non-grass weeds.
- I. **Mulching:** The Contractor shall provide the materials and labor to replenish mulching materials consistent with those now existing in and around plants, trees and shrub beds at all areas covered by this Agreement. Delivery of mulch shall be coordinated so that it is not dumped on natural or turf areas. Mulch should be maintained to a depth of approximately 2-4 inches. Replacement mulch may be added to existing materials so long as the total mulch layer does not exceed approximately 4 inches. Where there are drainage problems or wetter soil conditions, a thinner layer of mulch shall be used. Mulch shall be pulled away from the base of trees and shrubs to expose the stem and root-flare and not contribute to plant damage. Mulch shall be placed so that smaller plants, perennials, and groundcovers are not completely covered by mulch.

This replenishment shall be accomplished once per year, in February, while this Agreement is in effect. Mulching shall be done in a manner consistent with the standards found in the Town's *Design and Development Manual*.

Acceptable Mulch Types and Descriptions:

- **Hardwood Mulch** – Triple shredded hardwood mulch.
- **Long-Leaf Pine Straw Mulch** – Clean and free of twigs, branches, pine cones, and inert material. Use should be limited to areas planted with acid-loving plants.

- J. Natural Areas:** Natural Areas are those locations such as forested areas that are not intended to be maintained beyond that described in this Section. Contractor will confirm with the Town's representative or designee as to what constitutes a natural area. Natural Areas within the locations shown on the attached Exhibits shall be maintained by keeping the areas clean of noxious weeds such as poison oak/ivy and briars. New woody growth and underbrush less than one inch in caliper shall be removed during the growing season in a manner so as to keep the Natural Area open but retain a natural look. For the Natural Areas containing mostly hardwood trees, hardwood mulch shall be applied. Pine straw may be used for Natural Areas containing mostly pines. The decision as to which mulch will be used shall be made by the Town's representative or designee. Delivery of the mulch must be coordinated with the Town so that the mulch is dumped in an adjacent parking lot prior to placement in the Natural Area. Mulch will be placed in the Natural Area by hand. Trucks and heavy equipment shall not be used in the Natural Areas. The areas to be mulched extend 15' from dripline towards the Natural Area (i.e. the entire Natural Area is not required to be mulched pursuant to this Agreement, just the outer 15' starting at the exterior drip line). If there is a strong natural coverage by pine, then mulch would not be needed, but volunteer groundcover should be removed along with poisonous plants as described above. The Contractor shall contact the Town's representative with any questions as to what locations need further mulching.
- K. Plantings:** Contractor shall install flowering or colorful seasonal plantings in the in the two large existing flower beds located on each side of the Hunter Street entrance to the Apex Town Hall, in front of the signs designating the Apex Town Hall, within the foundation plantings adjacent to the front and back entrance canopy/porch area of the Apex Town Hall, as shown in Exhibit 15. Contractor shall maintain plantings on a weekly schedule which includes watering, weeding, and deadheading to keep plants attractive and blooming during their growing season.
- L. Fertilization and Aeration:** The Contractor will fertilize, lime, and aerate at all Town facility locations identified in the Exhibits. Right of way sites will not receive fertilization and aeration. Treatment will be done in a manner that will maintain and promote continued growth and a good quality of turf, except as specifically stated herein. Where fertilization is done by a sub-contractor, documentation will be submitted to the Town detailing the day, time, and type of fertilizer used. For purposes of fertilization of trees and shrubs, the fertilizer used shall be a formula adequate to promote growth, either pelletized or liquid. All areas shall receive either 18-24-12 or 10-20-20, depending on the season. Fertilization of all lawns at Town facilities shall be performed three times per year during the term of this Agreement (September, November, & March). Application rate for fertilization shall be 250 lbs. per acre distributed to promote even and uniform growth. Lime will be applied at rates specified by soil tests conducted in April and July. Aeration of grass shall occur once annually and be conducted between March 1 and April 10.

The Contractor shall abide by all rules and regulations governing the application of fertilizers as outlined in the State of North Carolina's Jordan Lake Nutrient Management Strategy (Jordan Rules) as well as all federal, state, and local laws and regulations and must

have and provide copies of current certifications to the Town.

M. Leaf Clean-Up and Collection: Once annually, after leaves have substantially fallen but not before November 1st and no later than December 1st, the Contractor will collect leaves in all Maintained Areas at locations shown in Exhibits. The Contractor shall place the collected leaves along the curb in an easily accessible place for removal by the Town, consistent with the Town's regulations. Notwithstanding the prior sentence, leaf collection at the Apex Town Hall Campus, shown in Exhibit 15, shall be completed as needed and be considered "routine maintenance" to promote a well maintained and groomed appearance at all times. No other facility shall require routine maintenance in regards to leaf collection. Need shall be determined by the Town's representative.

N. Watering of Trees and Shrubs: If requested by the Town, the Contractor will provide labor and materials to water the trees & shrubs located at Town facilities at a rate not to exceed \$85 per hour. This work shall be in addition to and invoiced separately from this Agreement. Water shall be provided by the Town either through external spigots located at the facility or through bulk water fill up of the Contractor's water truck / tank.

O. Per Tree / Shrub Planting: If requested by the Town, the Contractor will provide labor and materials to plant shrubs or trees at the rates below.

- i. Per gallon (shrub) installed: \$ - To be quoted on a case by case basis
- ii. Per foot (tree) installed: \$ - To be quoted on a case by case basis

P. Scheduling and Reporting of Daily Services: The Contractor shall provide a schedule at the beginning of the season to the Town outlining which sites will be completed each day. The Contractor shall provide a daily electronically submitted report of locations completed each working day to the Town. The Contractor shall complete any unfinished or insufficiently completed work within three business days of the scheduled date. If the work is not completed or corrected within this timeframe, the associated costs for that site will be deducted from the monthly invoice.

Q. Additional Services / Deletion of Services/ Reduction of Contract Prices: The Contractor shall consult with, and bring to the Town's attention, situations that may require grounds maintenance services not authorized by this Agreement. The Contractor shall not be compensated for any services not specifically authorized herein or authorized in writing by the Town's representative or designee. **In the Town's sole discretion, payment of invoices may be reduced for any services invoiced but not provided. In the event invoices are paid but it is discovered that services were not performed, in the Town's sole discretion, Town may reduce future invoices by the amount incorrectly invoiced. In the event no further amount is invoiced or this Agreement is terminated, Contractor shall reimburse Town for those payments. Failure to enforce this Section shall not be deemed a waiver by the Town and 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.**

SITE SPECIFIC INSTRUCTIONS FOR ALL AREAS

The Contractor agrees to provide landscape maintenance services for the sites listed below and to provide all labor, materials, equipment, apparatus, etc., that are required for the performance of these services and for the specific compensation as listed below. Items listed under each site below are to be completed in addition to Specifications A-O above and other services specifically referenced herein. Aerial photos for each area are shown in Exhibits 1 - 85, attached to this Agreement. All landscaped areas within the areas shown on the Exhibits shall be serviced. Natural areas shall not be addressed cut/trimmed unless requested.

All right-of-way maintenance Exhibits (Exhibits 1 through 13, 23, 26 through 82) shall have a reduced service scope outlined below:

1. Mowing
 - For Exhibit 26, mowing shall go to edge of the right-of-way or to the right-of-way fence (if present). For all other Exhibits, mowing shall occur 20 feet on either side of the paved road or to the edge of the public right-of-way, whichever distance is less.
 - Center islands;
 - Around landscaped trees;
 - Around and under all guard rails.
2. Edging
 - Both sides of sidewalks;
 - Curbs along roadside;
 - Curbs around center island.
3. Blowing
 - All roadway edges;
 - Sidewalks;
 - Curbs.
4. Plants and Beds
 - General maintenance of individual trees and shrubs and beds planted along rights-of-way.
 - In addition to maintenance, mow and trim around landscaped beds within the medians twice per month (no less than two weeks apart) from May to September, and once during April and October (mow from the beds to the road/curb edge). Also weed beds during these times.

Exhibits 1a-b. Apex Barbecue Rd

- General Maintenance Monthly Cost: \$ 510.00
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around Cost for First Year of contract: \$ 6,120.00

Exhibits 2-8. Apex Peakway

- General Maintenance Monthly Cost: \$ 2,9595.00
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around Cost for First Year of contract: \$ 31,140.00

Exhibit 9. NC-55 & US-1 Interchange

- General Maintenance Monthly Cost: \$ 807.00

- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Cost for First Year of contract: \$ 9,684.00

Exhibit 10. NC-55 & US-64 Interchange

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Monthly Cost: \$ 709.00

Cost for First Year of contract: \$ 8,508.00

Exhibit 11. US-1 & 1010 Lufkin Interchange

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Monthly Cost: \$ 933.00

Cost for First Year of contract: \$ 11,196.00

Exhibit 12. Beaver Creek Commons

- General Maintenance
- Trash and litter shall be removed from the site once per month, year around

Monthly Cost: \$ 702.00

Cost for First Year of contract: \$ 8,424.00

Exhibit 13. Olive Chapel Southern Sidewalk

- General Maintenance
- Trash and litter shall be removed from the site once per month, year around

Monthly Cost: \$ 510.00

Cost for First Year of contract: \$ 6,120.00

Exhibit 14. is not included in this agreement's scope

Exhibit 15. Town Campus & Strollway

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around
- Landscaped areas adjacent to the railroad are a part of this Agreement and services to these areas includes mulching.
- The natural area along the south side of the access drive to the Tunstall House shall be treated in accordance with subsection J of this Section but in addition, the drive shall be kept clear of overhanging branches and underbrush. The area should be kept clear from the drive to the established ditch line.
- Exterior trees and shrubs shall be watered during the growing season as part of the General Maintenance.
- General Maintenance at Town Hall Campus, which includes buildings 53, 63, and 73 Hunter Street, **shall not** take place between 7:00am and

Monthly Cost: \$ 4,966.00

Cost for First Year of contract: \$ 59,592.00

5:00pm on weekdays. Additionally, General Maintenance **shall not** occur on the evenings of Council Meetings. Regularly scheduled Council Meetings are twice a month on the second and fourth Tuesday of the month. The Contractor shall be responsible for determining Council meeting dates by checking the meeting calendar on the Town of Apex's website.

Exhibit 16. PW Operations, Cemetery, and Fire Admin

- General Maintenance Monthly Cost: \$ 2,993.00
- Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal, year around Cost for First Year of contract: \$ 35,916.00
- Provide and install sod of a similar type as surrounding areas up to twice a year in the cemetery. 1,200 square feet of sod per year shall be included in this agreement. Contractor shall include the necessary watering to establish sod and provide a one-year warranty on the installed sod. The parties may agree in writing to the sodding of additional plots at a separate cost. Sod itemized cost not needed
- General Maintenance at the Public Works Operations Campus, which includes buildings 105-A, 105-B, and 105-C Upchurch, **shall not** take place between 7:00am and 5:00pm on weekdays.

Exhibit 17. Fire Station #2

- General Maintenance Monthly Cost: \$ 709.00
- Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal, year around Cost for First Year of contract: \$ 8,508.00

Exhibit 18. Fire Station #3

- General Maintenance Monthly Cost: \$ 702.00
- Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal, year around Cost for First Year of contract: \$ 8,424.00

Exhibit 19. Public Safety Station #4

- General Maintenance Monthly Cost: \$ 822.00
- Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal, year around Cost for First Year of contract: \$ 9,864.00

Exhibit 20. Public Safety Station #5

- General Maintenance Monthly Cost: \$ 875.00

- Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal, year around

Cost for First Year of contract: \$ 10,500.00

Exhibit 21. East Williams Substation

- General Maintenance
- Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal, year around

Monthly Cost: \$ 255.00

Cost for First Year of contract: \$ 3,060.00

Exhibit 22. Laura Duncan Substation

- General Maintenance
- Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal, year around

Monthly Cost: \$ 213.00

Cost for First Year of contract: \$ 2,556.00

Exhibit 23. Elm St & East Moore RR Closing

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Monthly Cost: \$ 220.00

Cost for First Year of contract: \$ 2,640.00

Exhibit 24. Waste Water Treatment Plant

- General Maintenance
- Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal.

Monthly Cost: \$ 1,780.00

Cost for First Year of contract: \$ 21,360.00

Exhibit 25. 2850 Milano Ave. Electrical Operations Center & Substation

- General Maintenance
- Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal.
- Exterior trees and shrubs shall be watered during the growing season as part of the General Maintenance.

Monthly Cost: \$ 2,650.00

Cost for First Year of contract: \$ 31,800

Exhibits 26a-d. US-64

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Monthly Cost: \$ 7,800.00

Cost for First Year of contract: \$ 93,600.00

Exhibits 27a-d. NC-55, from Salem St. to Old Smithfield Rd.

- General Maintenance

Monthly Cost: \$ 3,664.00

- Trash and litter shall be removed from the site weekly, year around.

Cost for First Year of contract: \$ 43,968.00

Exhibit 28. Wake Med/Zeno Rd.

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Monthly Cost: \$ 425.00

Cost for First Year of contract: \$ 5,100.00

Exhibits 29 a-b. Old Raleigh Rd.

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Monthly Cost: \$ 1,145.00

Cost for First Year of contract: \$ 13,740.00

Exhibit 30. Schieffelin Rd.

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Monthly Cost: \$ 292.00

Cost for First Year of contract: \$ 3,504.00

Exhibit 31. Classic Rd. to Burma Dr.

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Monthly Cost: \$ 262.00

Cost for First Year of contract: \$ 3,144.00

Exhibit 32. Morris Acres Rd., near Jenks Rd.

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Monthly Cost: \$ 354.00

Cost for First Year of contract: \$ 4,248.00

Exhibit 33 is not included in this Agreement's scope.

Exhibit 34. S. Salem St. and Property at S. Salem St. and Apex Peakway

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Monthly Cost: \$ 271.00

Cost for First Year of contract: \$ 3,252.00

Exhibit 35. N. Elm St. at Center St.

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Monthly Cost: \$ 344.67

Cost for First Year of contract: \$ 4,136.04

Exhibit 36. N. Salem St. (Doggie Day Care to EV Charging Site)

- General Maintenance Monthly Cost: \$ 346.00
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around Cost for First Year of contract: \$ 4,152.00

Exhibit 37. Corner of Ambergate Station and Apex Peakway

- General Maintenance Monthly Cost: \$ 271.00
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around Cost for First Year of contract: \$ 3,252.00

Exhibit 38. Laura Duncan Rd., near Pine Plaza Dr.

- General Maintenance Monthly Cost: \$ 366.00
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around Cost for First Year of contract: \$ 4,392.00

Exhibit 39. Pine Plaza Dr. and Shepherds Vineyard Dr

- General Maintenance Monthly Cost: \$ 284.00
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around Cost for First Year of contract: \$ 3,408.00

Exhibit 40. S. Salem St., from Harwood St. to Tingen Rd.

- General Maintenance Monthly Cost: \$ 271.00
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around Cost for First Year of contract: \$ 3,252.00

Exhibit 41. Laura Duncan Rd. and Old Raleigh Rd.

- General Maintenance Monthly Cost: \$ 450.00
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around Cost for First Year of contract: \$ 5,400.00

Exhibit 42. Northwest corner of Lake Pine Dr and US-64

- General Maintenance Monthly Cost: \$ 177.00
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around Cost for First Year of contract: \$ 2,124.00

Exhibits 43-49 are not included in this agreement's scope

Exhibit 50. Kelly Road at Glory Days

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Monthly Cost: \$ 62.00Cost for First Year of Contract: \$ 744.00**Exhibit 51. A&K Food Mart at NC-55**

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Monthly Cost: \$ 70.00Cost for First Year of Contract: \$ 840.00**Exhibit 52. Blazing Trail**

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Monthly Cost: \$ 73.00Cost for First Year of Contract: \$ 876.00**Exhibit 53. Olive Chapel Sidewalk Strips**

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Monthly Cost: \$ 278.00Cost for First Year of Contract: \$ 3,336.00**Exhibit 54. Cash Street and Pate Street Corner Right of Way**

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Monthly Cost: \$ 152.00Cost for First Year of Contract: \$ 1,824.00**Exhibit 55. Kelly Road Right of Way at Bridge and Guardrails**

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Monthly Cost: \$ 198.00Cost for First Year of Contract: \$ 2,376.00**Exhibit 56. Vision Drive at Home Depot**

- General Maintenance once per month
- Trash and litter shall be removed from the site once per month

Monthly Cost: \$ 35.00Cost for First Year of Contract: \$ 420.00**Exhibit 57. Creekside Guardrails and Sidewalk**

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Monthly Cost: \$ 101.00Cost for First Year of Contract: \$ 1,212.00

Exhibit 58. Kelly Road at Old US1 Guardrails

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Monthly Cost: \$ 68.00Cost for First Year of Contract: \$ 816.00**Exhibit 59. Olive Chapel at 540 Guardrails**

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Monthly Cost: \$ 78.00Cost for First Year of Contract: \$ 936.00**Exhibit 60. Roberts Road at 540 Guardrails**

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Monthly Cost: \$ 90.00Cost for First Year of Contract: \$ 1,080.00**Exhibit 61. Technology Drive Right of Way and Guardrails**

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Monthly Cost: \$ 99.00Cost for First Year of Contract: \$ 1,188.00**Exhibit 62. Morris Acres, near Vision Dr.**

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Monthly Cost: \$ 78.00Cost for First Year of Contract: \$ 936.00**Exhibit 63. Kelly Road Guardrails and Right-of-Way along Sidewalk**

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Monthly Cost: \$ 226.00Cost for First Year of Contract: \$ 2,712.00**Exhibit 64 is not included in this agreement's scope****Exhibit 65. Bobbitt Road and E. Williams St Right of Way**

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Monthly Cost: \$ 257.00Cost for First Year of Contract: \$ 3,084.00**Exhibit 66. Apex Peakway at Tingen Road**

- General Maintenance

Monthly Cost: \$ 122.00

- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Cost for First Year of Contract: \$ 1,464.00

Exhibit 67. US-1 from NC-55 to Ten Ten Road

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Monthly Cost: \$ 2,725.00

Cost for First Year of Contract: \$ 32,700.00

Exhibit 68. Historical Signs (7 locations)

- General Maintenance: maintenance area reduced to 10' radius around historical signs
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Monthly Cost: \$ 326.00

Cost for First Year of Contract: \$ 3,912.00

Exhibit 69. Burma Drive from Cul-de-sac to Pristine Water Drive

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Monthly Cost: \$ 248.00

Cost for First Year of Contract: \$ 2,976.00

Exhibit 70. Old Smithfield Road from NC-55 Bypass to E. Williams Street

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Monthly Cost: \$ 255.00

Cost for First Year of Contract: \$ 3,060.00

Exhibit 71. S. Salem Street Strips along Sidewalk

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Monthly Cost: \$ 110.00

Cost for First Year of Contract: \$ 1,320.00

Exhibit 72. Tingen Road Right-of-Way

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Monthly Cost: \$ 162.00

Cost for First Year of Contract: \$ 1,944.00

Exhibit 73. Ada Street Right-of-Way

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Monthly Cost: \$ 73.00

Cost for First Year of Contract: \$ 876.00

Exhibit 74. Humie Olive across from the School and at Evans Road

- General Maintenance Monthly Cost: \$ 150.00
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around Cost for First Year of Contract: \$ 1,800.00

Exhibit 75. Center Street Sidewalk Right-of-Way (near Seagroves)

- General Maintenance Monthly Cost: \$ 96.00
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around Cost for First Year of Contract: \$ 1,152.00

Exhibit 76. Center Street Strip at Center Park Way

- General Maintenance Monthly Cost: \$ 66.00
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around Cost for First Year of Contract: \$ 792.00

Exhibit 77 to 81 are not included in this agreement's scope

Exhibit 82. S. Salem St. Medians, from Apex Barbecue Rd. to 540

- General Maintenance Monthly Cost: \$ 255.00
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around Cost for First Year of Contract: \$ 3,060.00

Exhibit 83. Public Safety Station #6

- General Maintenance Monthly Cost: \$ 919.00
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around Cost for First Year of Contract: \$ 11,028.00

Exhibit 84. Mason Street Municipal Building

- General Maintenance Monthly Cost: \$ 774.00
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around Cost for First Year of Contract: \$ 9,288.00

Exhibit 85a-h. Concrete Median Clean Up

- Remove debris, stone, weeds, and other trash accumulated on and around concrete islands quarterly. Quarterly Cost: \$ 2,112.00
- Quarterly clean up shall occur no less than eight (8) weeks apart and no greater than twelve (12) weeks apart. Cost for First Year of Contract: \$ 8,448.00

Total Cost for First Year of the Contract for ALL Exhibits \$ 582,284.04

Total Cost for Three Year Term of the Contract for ALL Exhibits (includes 3% annual increase) \$ 1,799,781.74

In the event of a conflict between the above "Cost per service" items times the number of services in the scope versus the "Cost for First Year of Contract" provided, the "Cost for First Year of Contract" above governs.

3. TIME OF COMMENCEMENT AND COMPLETION.

The term of this Agreement shall begin on July 1, 2025, and shall run through and include June 30, 2028. Costs per Exhibit will increase at a rate of 3% at the beginning of each Town fiscal year. The Town fiscal year begins on July 1st of each year. The Parties may, in writing, elect to extend this Agreement for two separate one-year extensions: Extension One (1) – July 1, 2028 through and including June 30, 2029; and Extension Two (2) – July 1, 2029 through and including June 30, 2030. Costs per Exhibit will increase at a rate of 3% for each extension agreed to by the Town. Any additional areas that are added to the scope of this Agreement shall be added by written amendment agreed to by the Parties. Any changes to the schedule(s) provided in the Agreement must be agreed to in writing by the Town and the Contractor. The Public Works Director, Assistant Town Manager, or Town Manager are the only authorized entities to agree to any modification of the Agreement specifications.

4. CONSIDERATION AND PAYMENT OF SERVICES.

In consideration of the above services, the Town will pay the Contractor a total sum not to exceed **\$1,799,781.74** for the term of this Agreement. Additional costs not included in this amount may be incurred for on-call services only upon prior quotation to, and acceptance by, the Town. Said services shall be performed pursuant to the terms of this Agreement and will reference this Agreement in the quote. The total sum is broken down per location as indicated in the Site Specific Instructions above. On the first of each month Contractor shall invoice the Town the amount applicable to the services performed the prior month. Invoices shall include specific information outlining exactly what services were performed the prior month and the amount being billed for each. Town shall pay invoices within 30 days from receipt of invoice. 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 at times set forth above 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.

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.

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.

INTENTIONALLY DELETED.

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:

Greenscape, Inc.
412 Woodburn Road #002
Raleigh, NC 27605
Jim Lewis, jlewis@greenscapeinc.com

TO TOWN:

Town of Apex
Attention: Matt Wetherell
PO Box 250
Apex, NC 27502
matt.wetherell@apexnc.org

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 REQUIRED BY N.C.G.S. 147-86.60

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

State Treasurer and that the Contractor will not utilize any subcontractors found on the Final Divestment List.

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 _____, 2025.

Contractor: _____

Name: _____
Name (type or print)

By: _____
(signature)

Title: _____

Attest:

(Secretary, if a corporation)

Town of Apex

Randal E. Vosburg, Town Manager

Attest:

Allen L. Coleman, Town Clerk

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

Finance Director

Exhibit 1a. Apex Barbecue Road Right of Way; Kelly Road to Olive Chapel Road

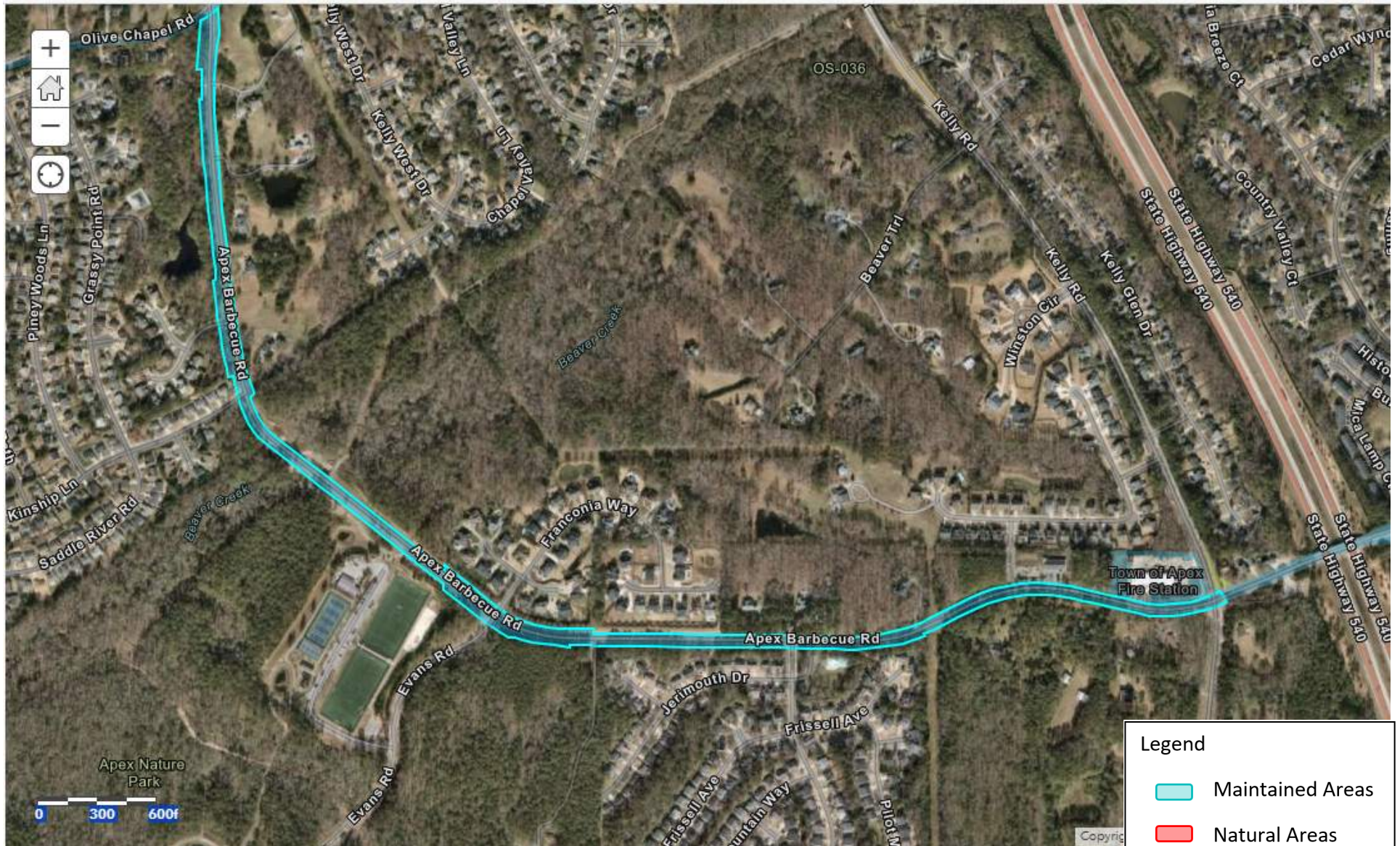
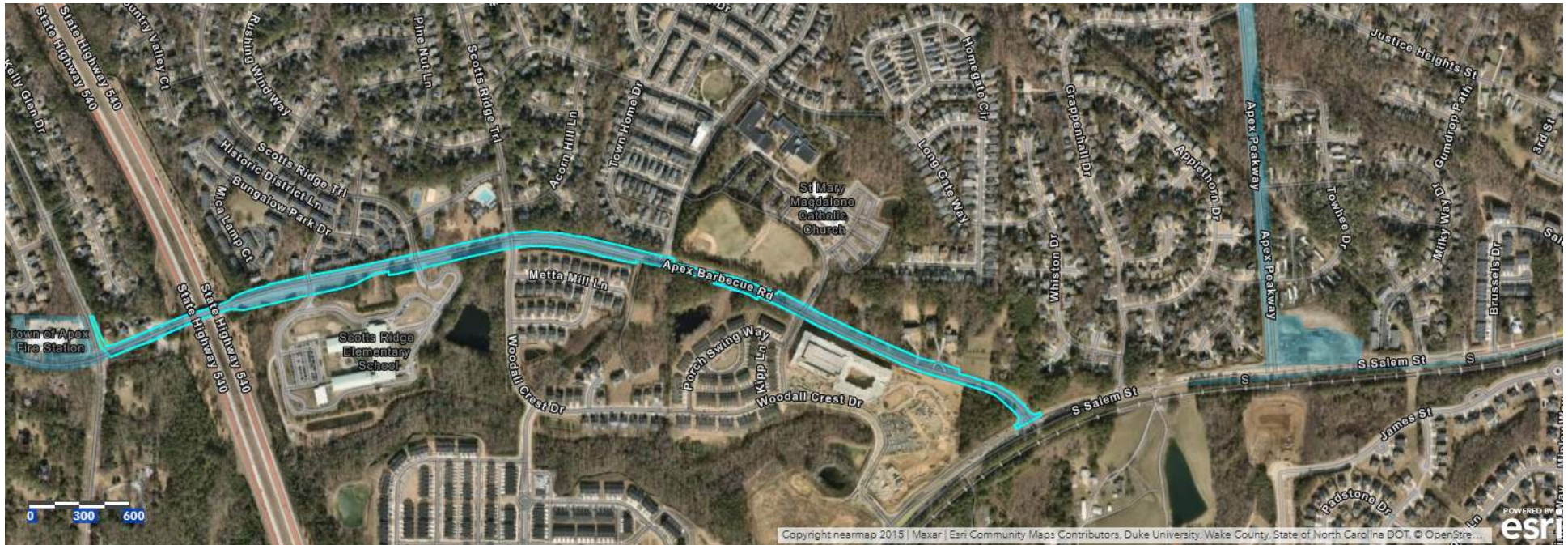


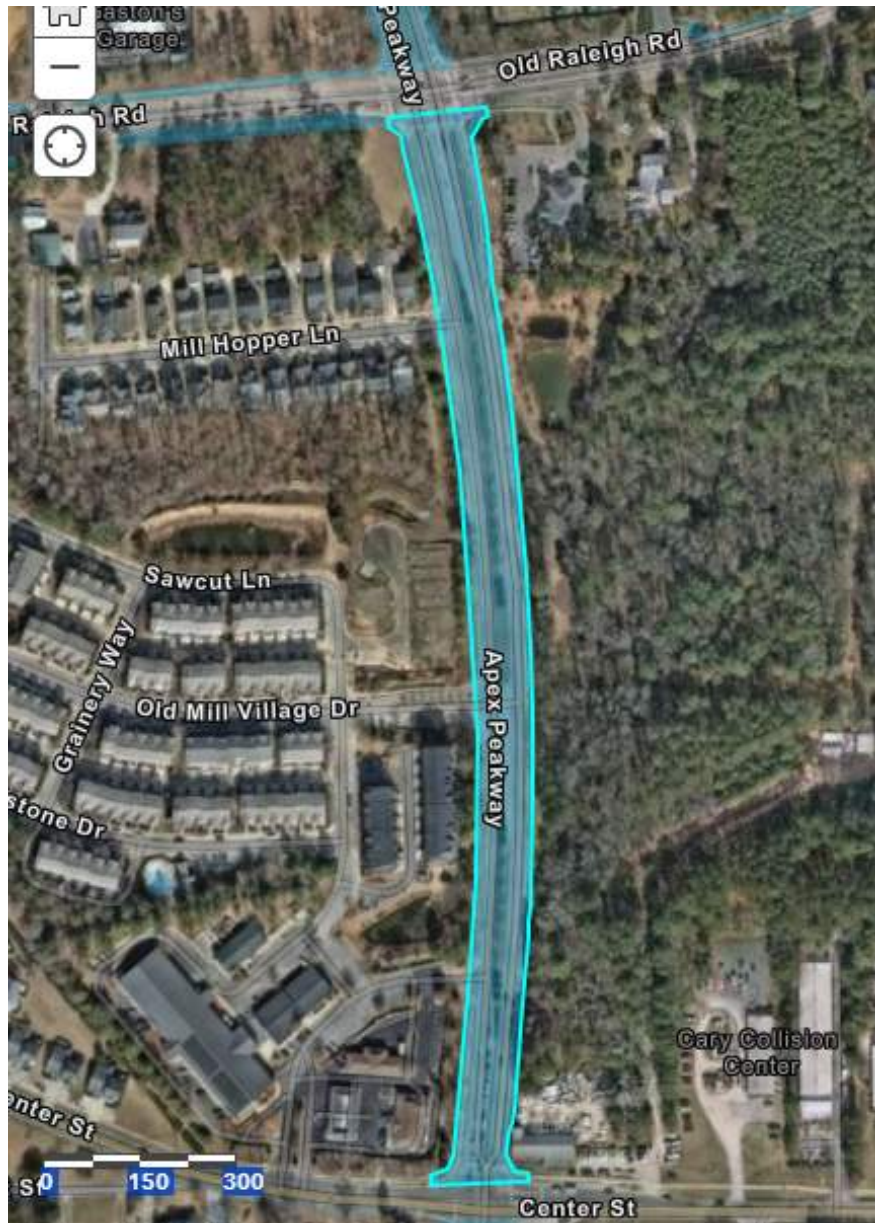
Exhibit 1b. Apex Barbecue Road Right of Way; Kelly Road to Salem Street



Legend

- Maintained Areas
- Natural Areas
- Planting Areas

Exhibit 2. Apex Peakway Right of Way; Old Raleigh Road to Center Street



Legend

- Maintained Areas
- Natural Areas
- Planting Areas

Exhibit 3. Apex Peakway Right of Way; NC-55 to Olive Chapel Road



Exhibit 4. Apex Peakway Right of Way; S Salem Street to Bexley Hills Bend

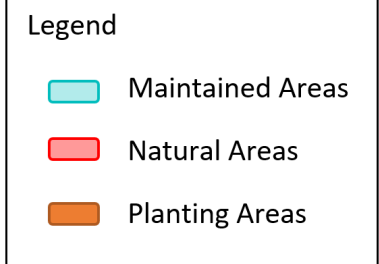
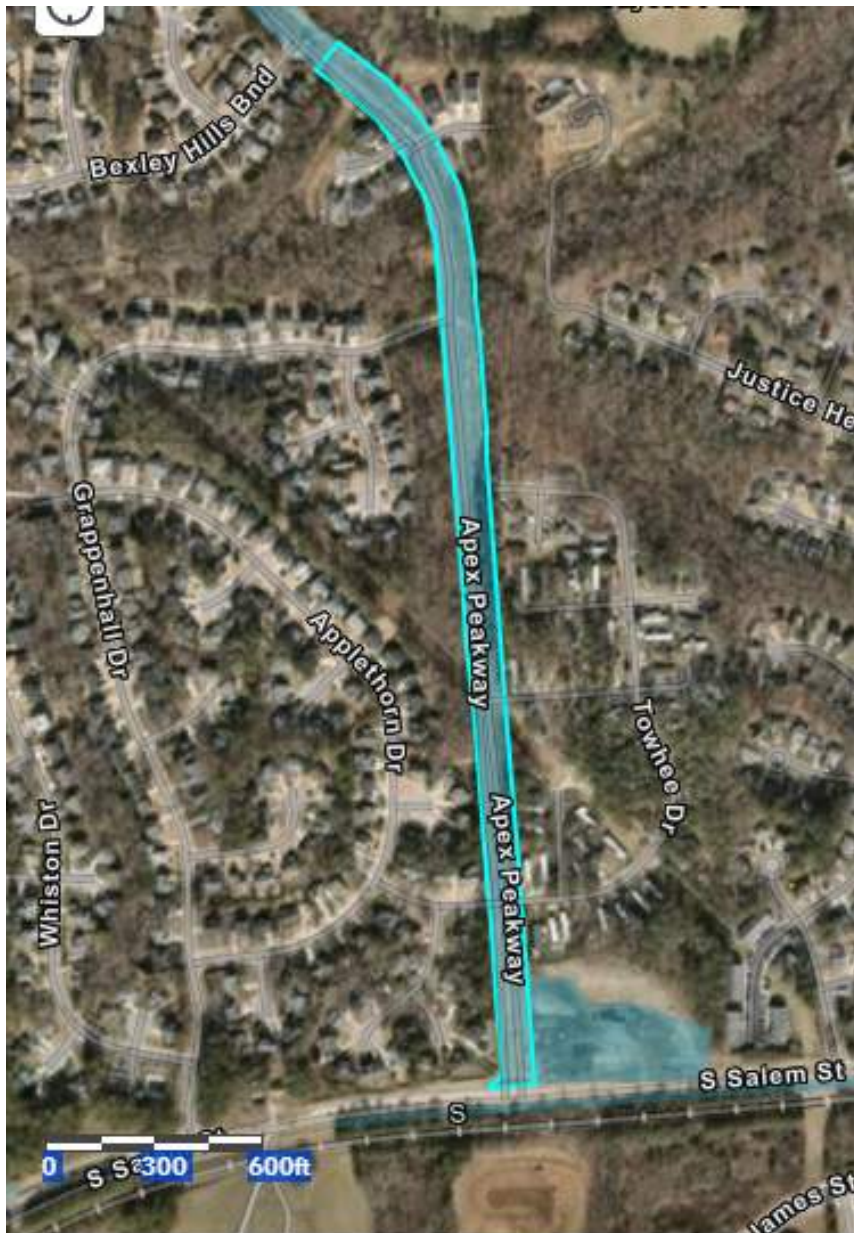
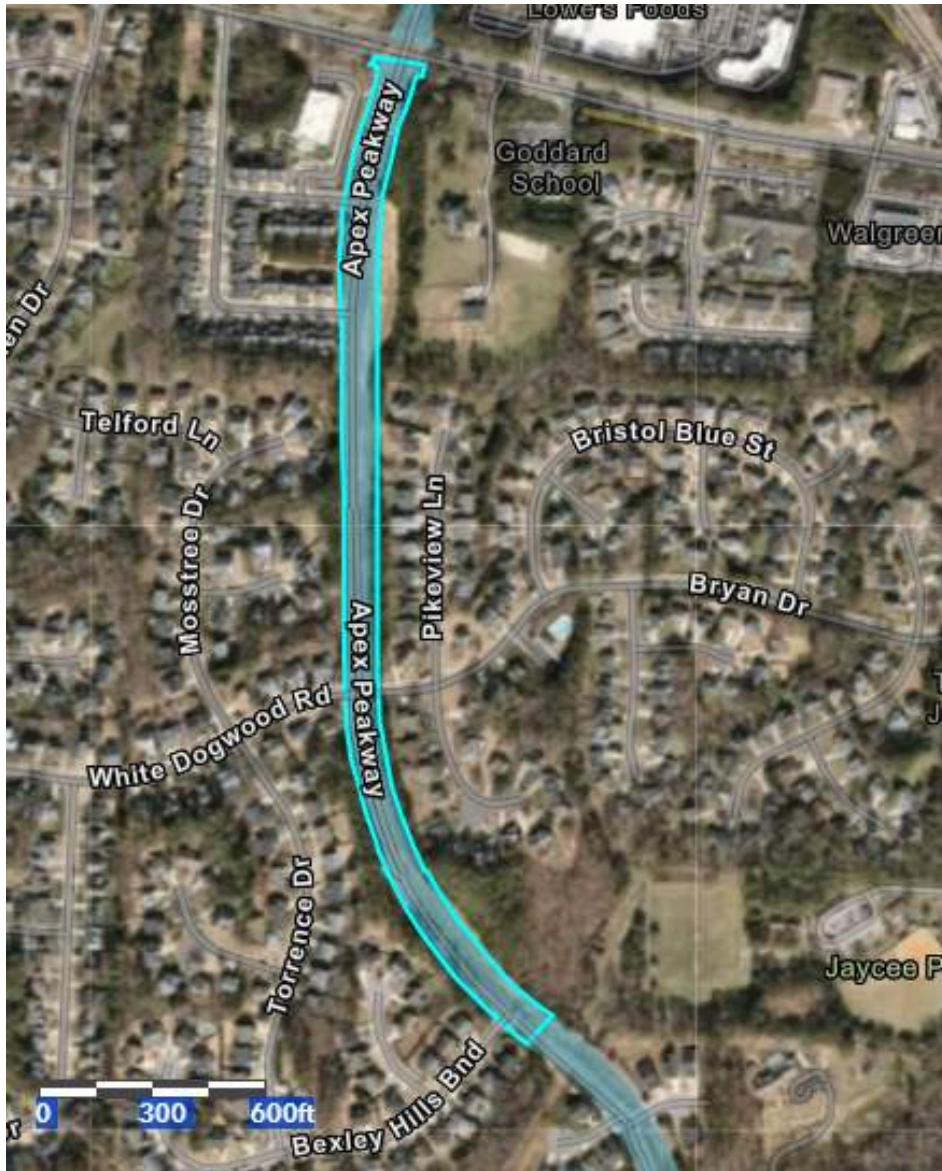


Exhibit 5. Apex Peakway Right of Way; Bexley Hills Bend to Olive Chapel Road



Legend

- Maintained Areas
- Natural Areas
- Planting Areas

Exhibit 6. Apex Peakway Right of Way; N. Salem Street to Old Raleigh Road

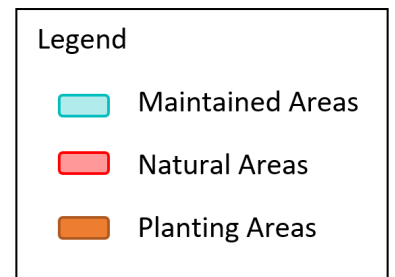
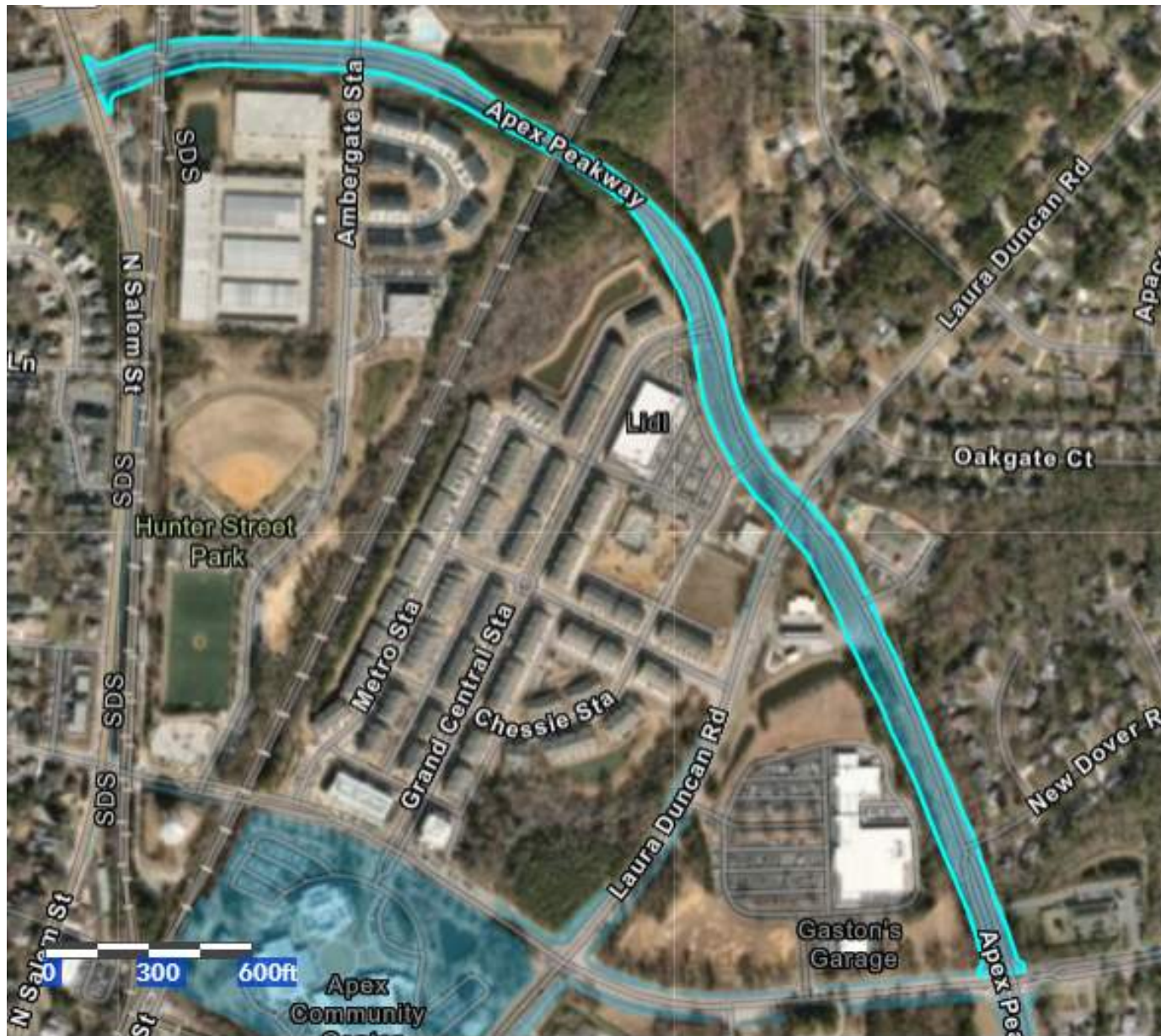
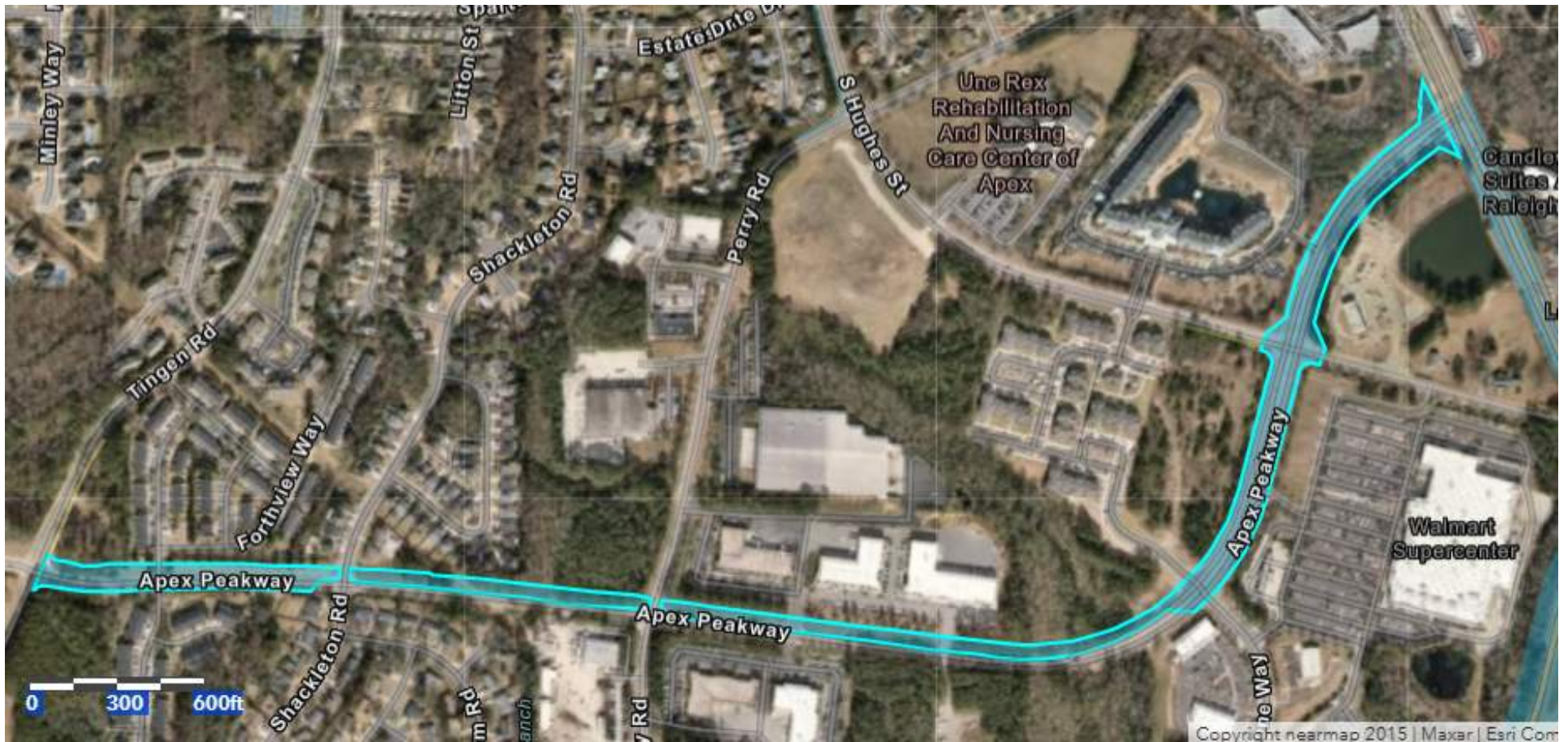


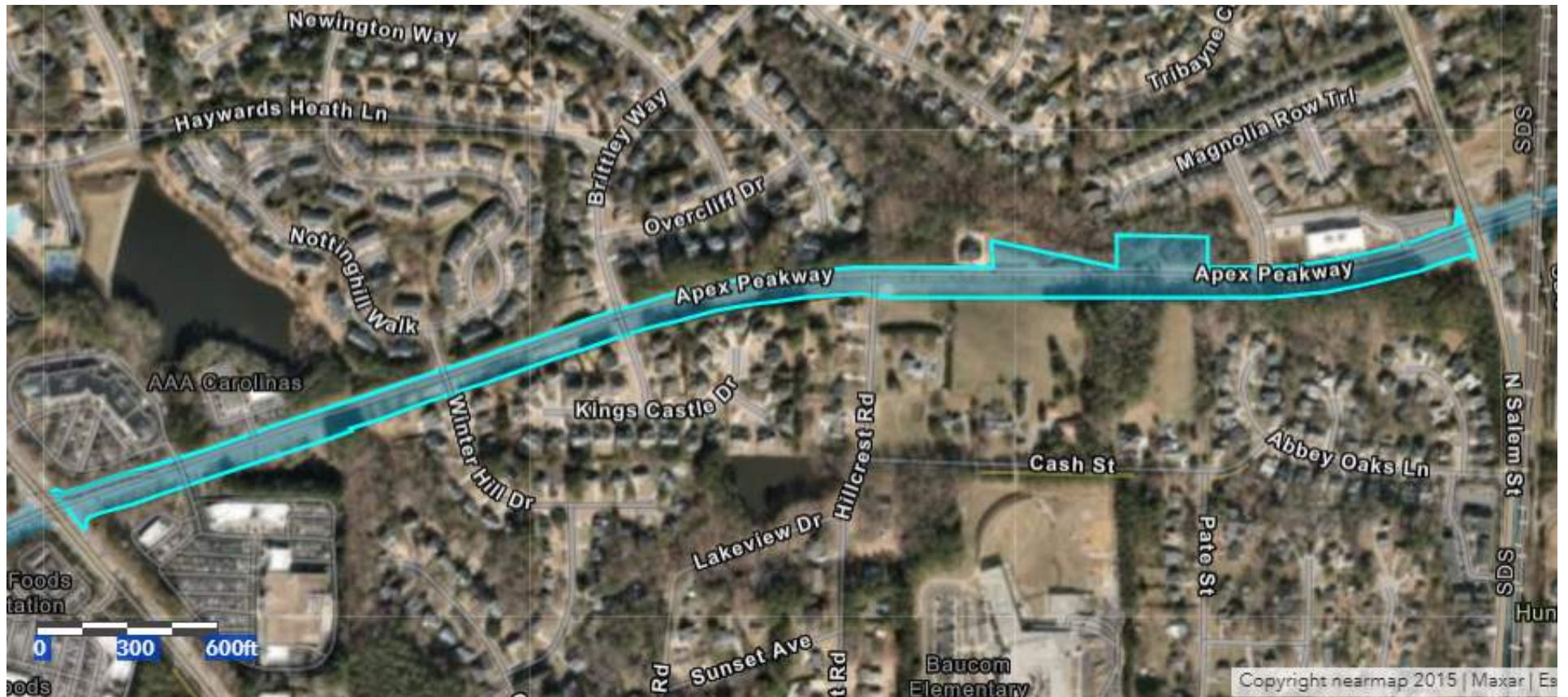
Exhibit 7. Apex Peakway Right of Way; Tingen Road to NC-55



Legend

- Maintained Areas
- Natural Areas
- Planting Areas

Exhibit 8. Apex Peakway Right of Way; NC-55 to N. Salem Street



Legend

- Maintained Areas
- Natural Areas
- Planting Areas

Exhibit 9. NC-55 and US-1 Interchange Right of Way



Exhibit 10. NC-55 and US-64 Interchange Right of Way



- Legend
- Maintained Areas
 - Natural Areas
 - Planting Areas

Exhibit 11. US-1 and 1010 Lufkin Interchange Right of Way

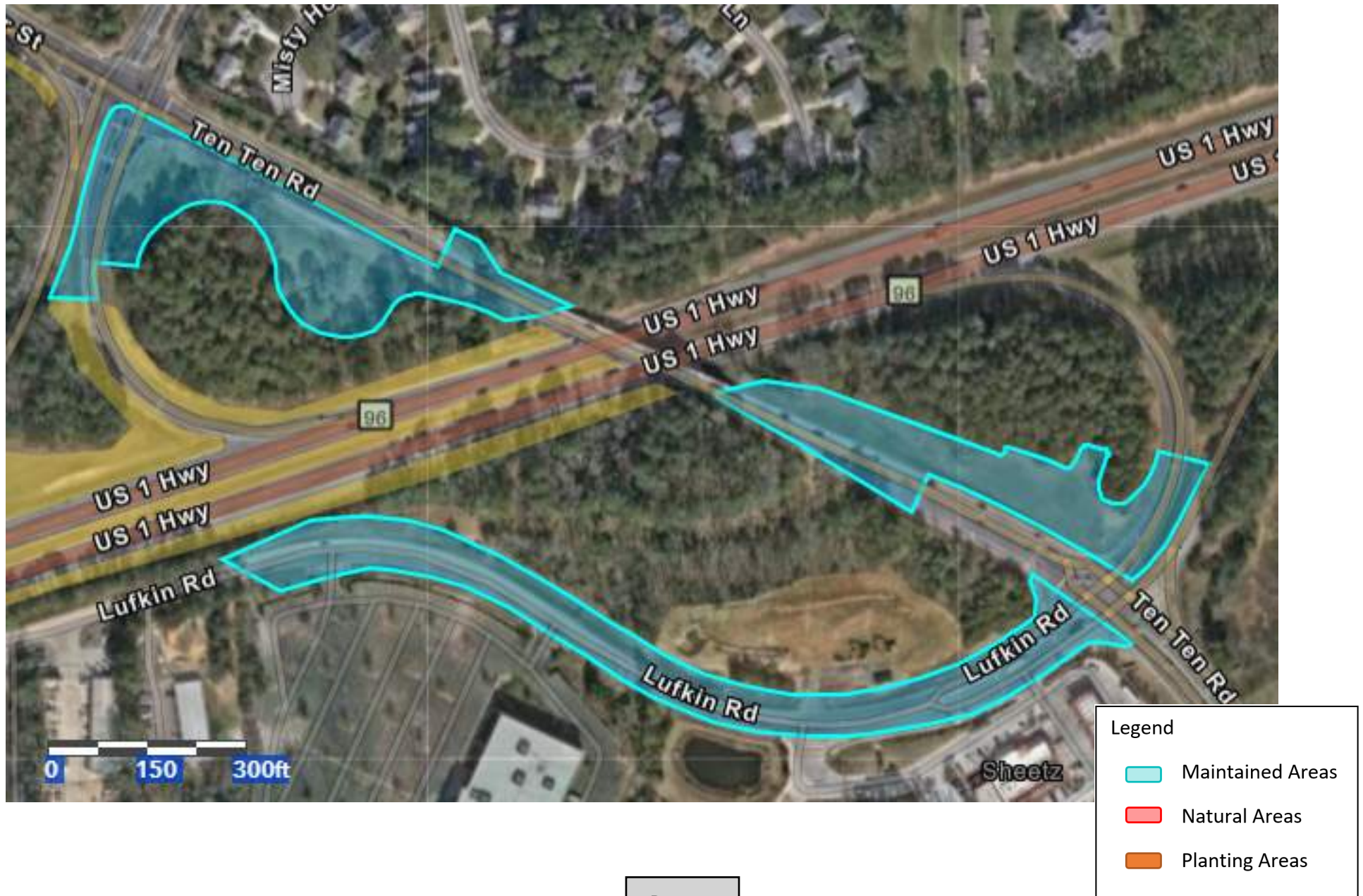


Exhibit 12. Beaver Creek Commons Right of Way

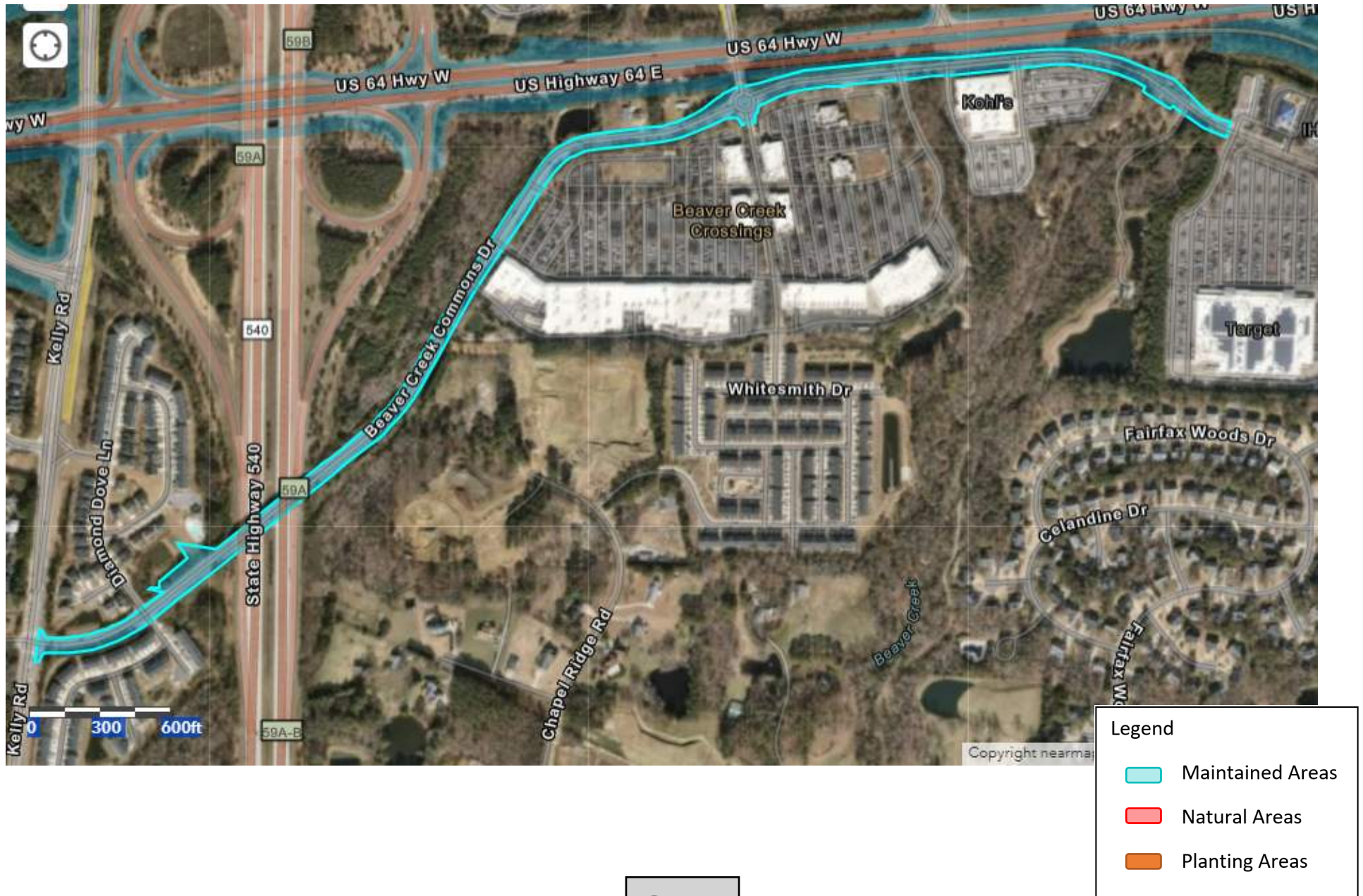


Exhibit 13. Olive Chapel Road – Right of Way around the southern sidewalk. Do not service northern side of Olive Chapel Road.

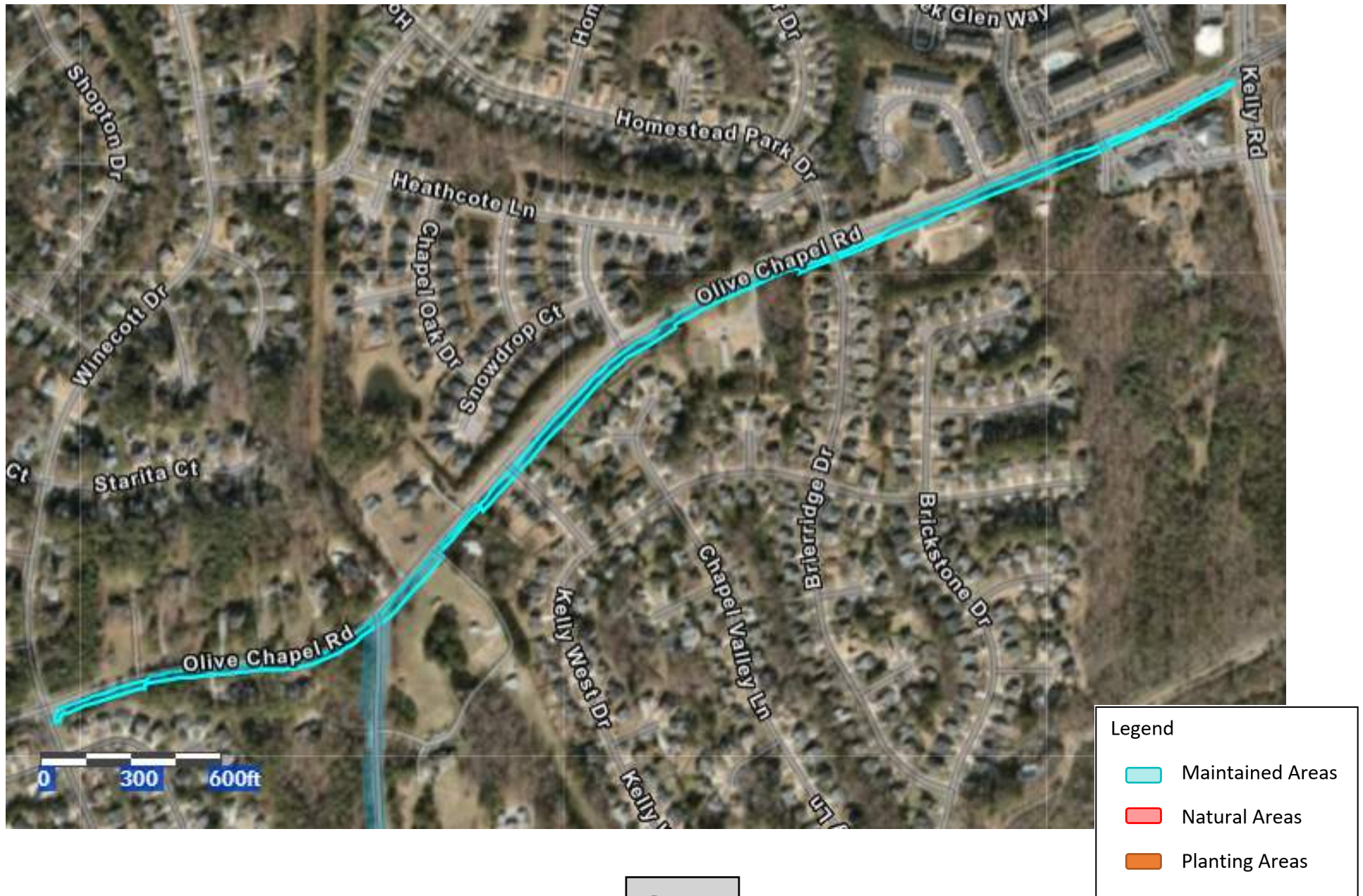
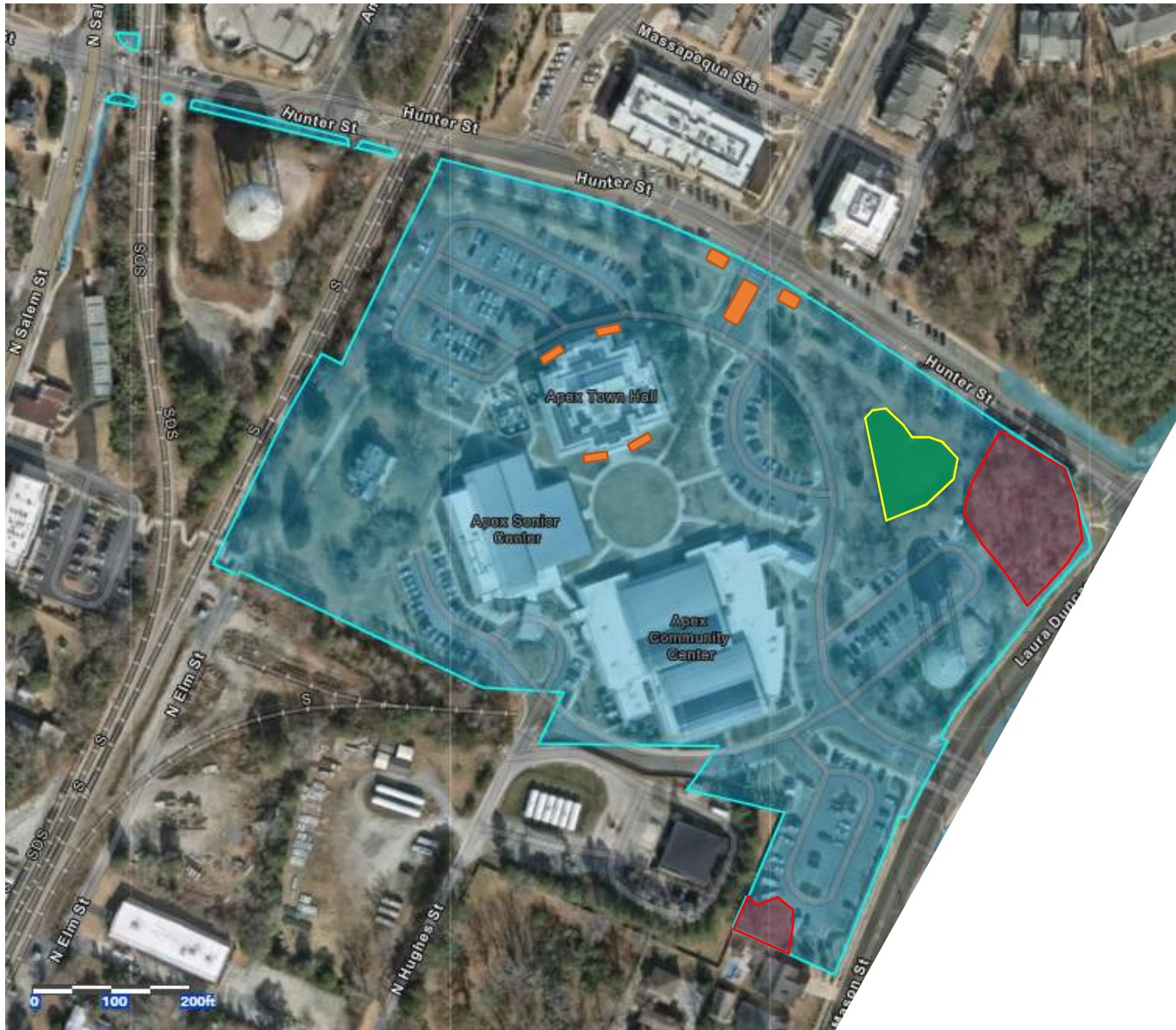


Exhibit 14 is not included in the agreement scope.

Exhibit 15. Town Campus, Strollway, and Hunter Street Right of Way



Legend

- Maintained Areas
- Natural Areas
- Plantings Areas
- Stormwater Pond – Not Maintained

Exhibit 16. Public Works Campus, Cemetery, and Fire Administration Building



Legend




-  Maintained Areas
-  Natural Areas
-  Planting Areas

Exhibit 17. Fire Station #2, 3045 New Hill Holleman Road New Hill, NC 27562



Legend




-  Maintained Areas
-  Natural Areas
-  Planting Areas

Exhibit 18. Fire Station #3, 736 Hunter Street, Apex, NC 27502



Legend




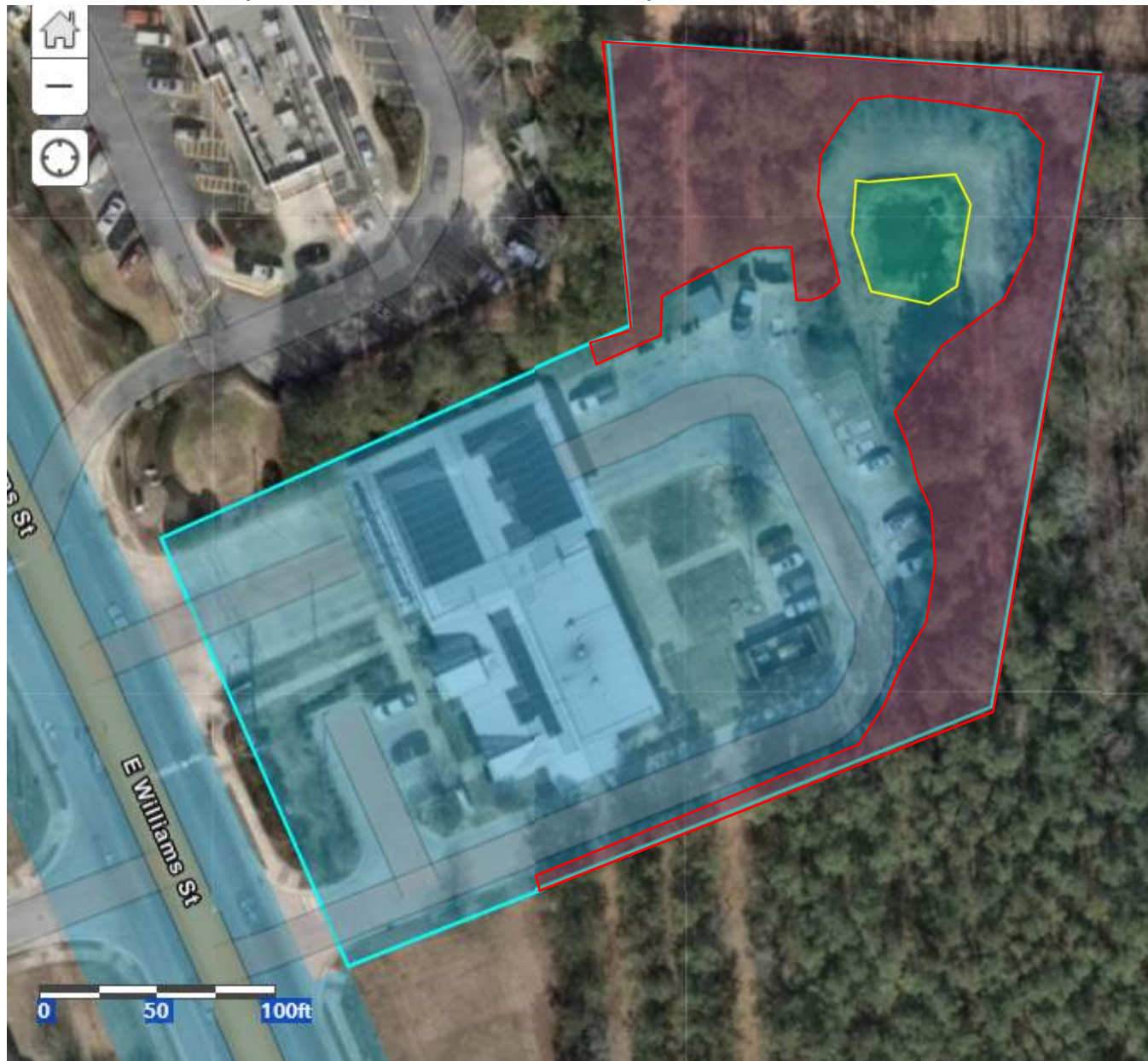
-  Maintained Areas
-  Natural Areas
-  Planting Areas

Exhibit 19. Public Safety Station #4, 1615 E. Williams Street, Apex, NC 27502



Legend

-  Maintained Areas
-  Natural Areas
-  Plantings Areas
-  Stormwater Pond –
Not Maintained

Exhibit 20. Public Safety Station #5, 2050 Kelly Road, Apex, NC 27502



Exhibit 21. East Williams Substation



Legend




-  Maintained Areas
-  Natural Areas
-  Planting Areas

Exhibit 22. Laura Duncan Substation

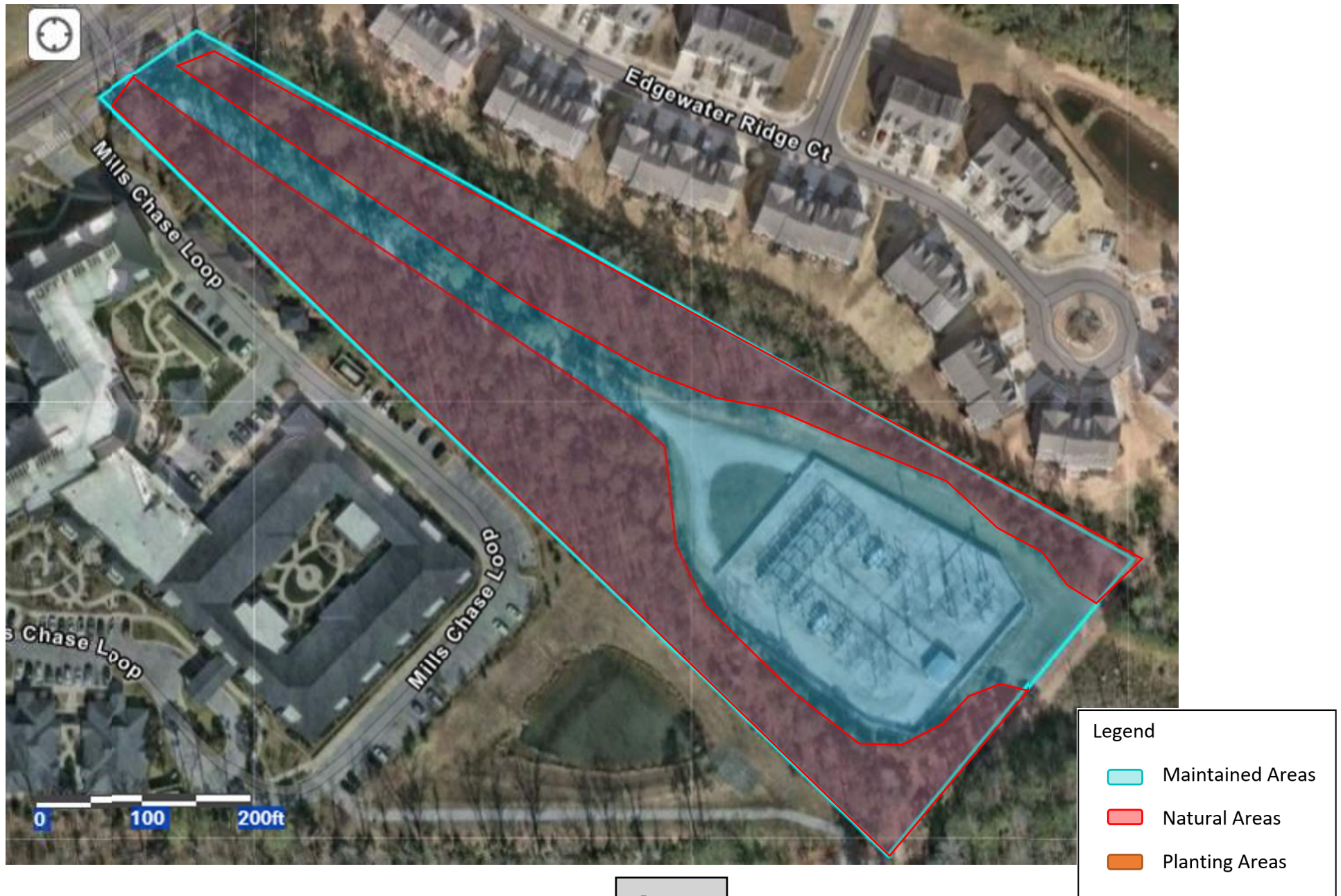
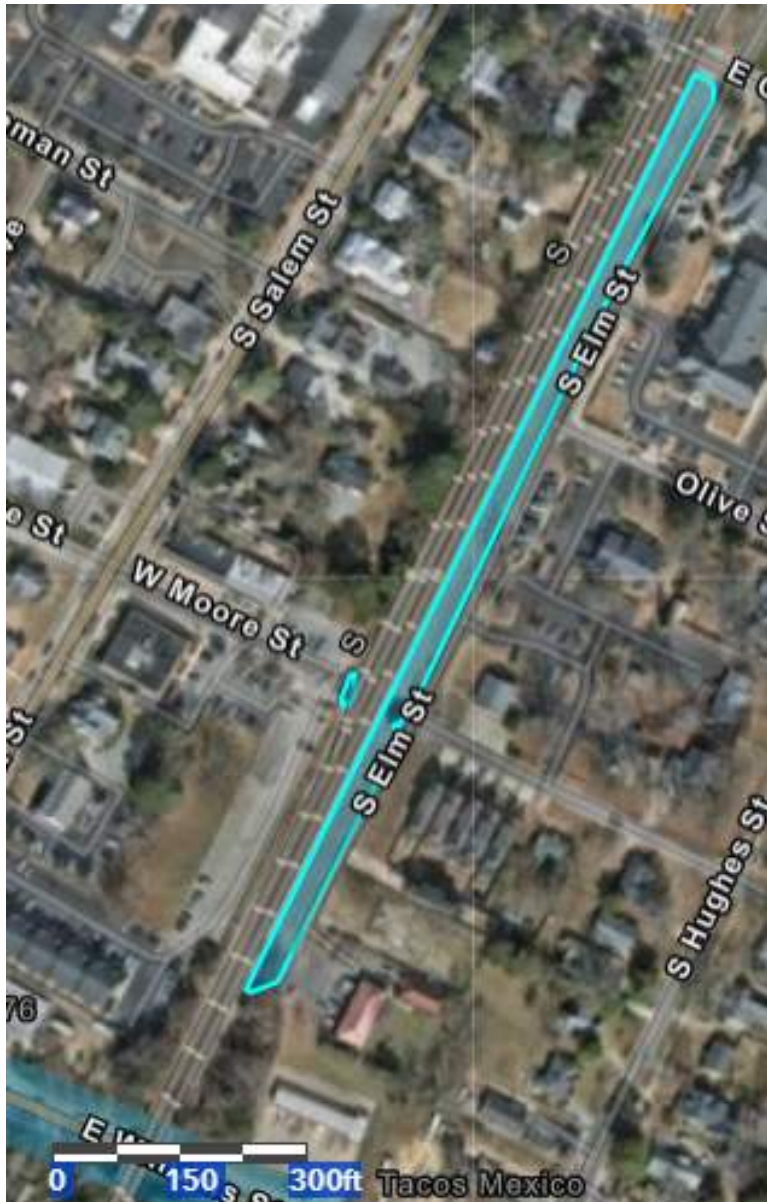


Exhibit 23. Elm Street & East Moore RR Closing Right of Way



Legend

- Maintained Areas
- Natural Areas
- Planting Areas

Exhibit 24. Wastewater Treatment Plant, 300 Pristine Water Dr, Apex, NC 27502



Legend




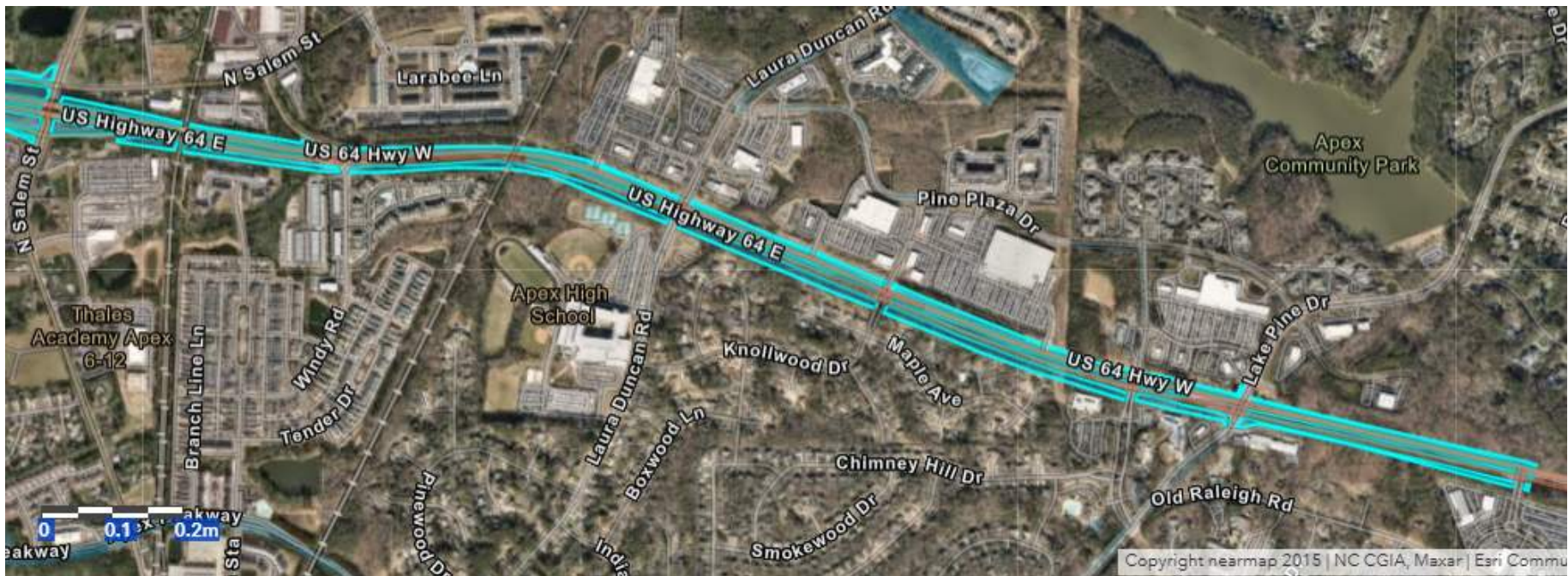
-  Maintained Areas
-  Natural Areas
-  Planting Areas

Exhibit 25. Electrical Operations Center & Substation, 2850 Milano Ave, Apex, NC 27502



Legend	
	Maintained Areas
	Natural Areas
	Plantings Areas
	Stormwater Pond – Not Maintained

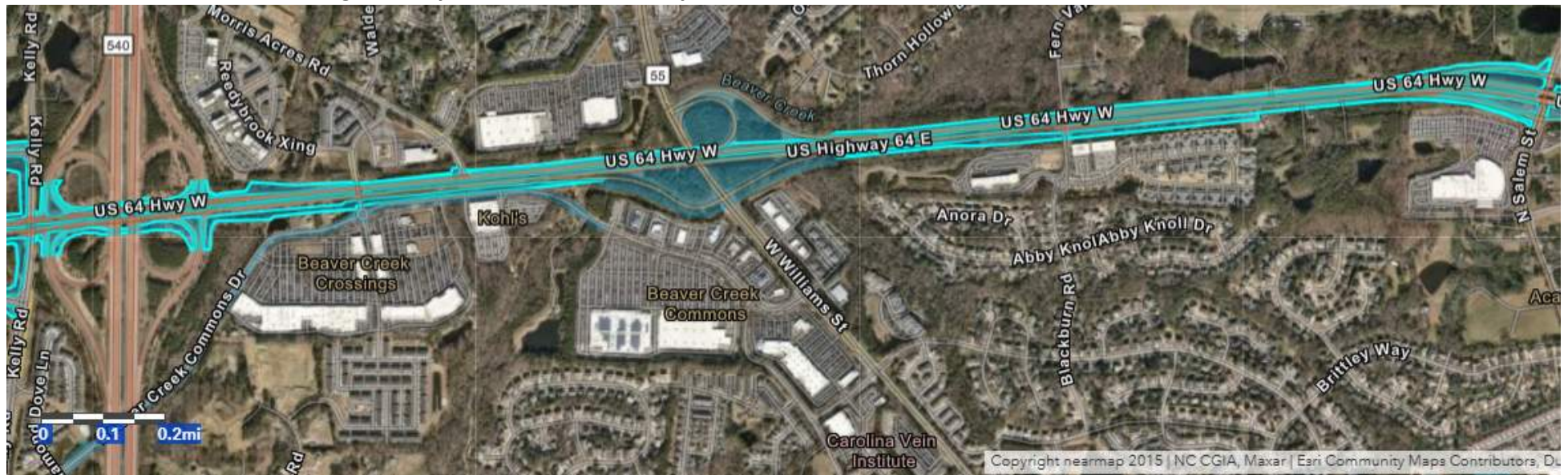
Exhibit 26a. US-64 Medians and Right of Way; Auto Park Blvd to N. Salem Street



Legend

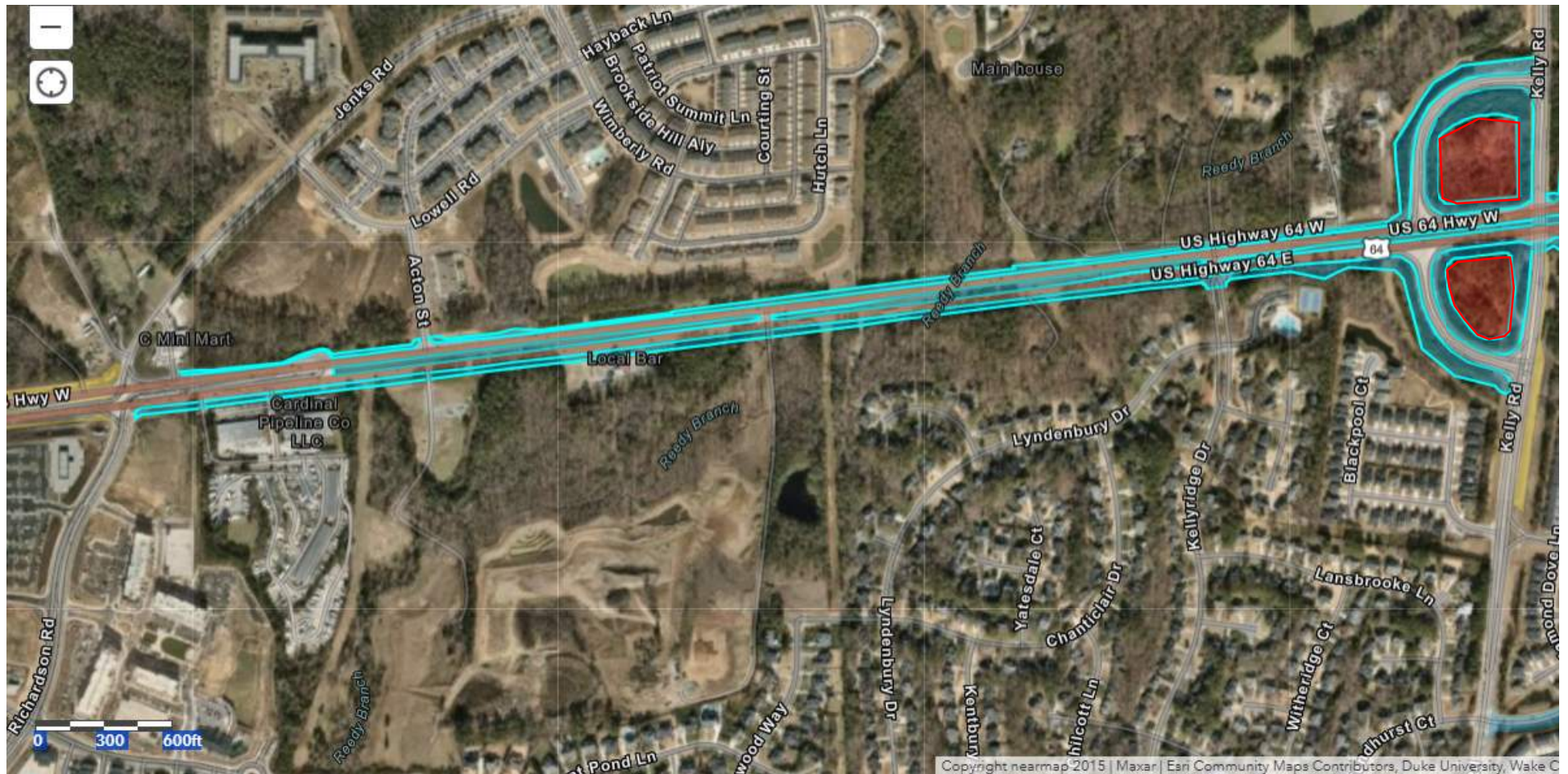
- Maintained Areas
- Natural Areas
- Planting Areas

Exhibit 26b. US-64 Medians and Right of Way; N. Salem Street to Kelly Road



- Legend
- Maintained Areas
 - Natural Areas
 - Planting Areas

Exhibit 26c. US-64 Medians and Right of Way; Kelly Road to Richardson Road



Legend




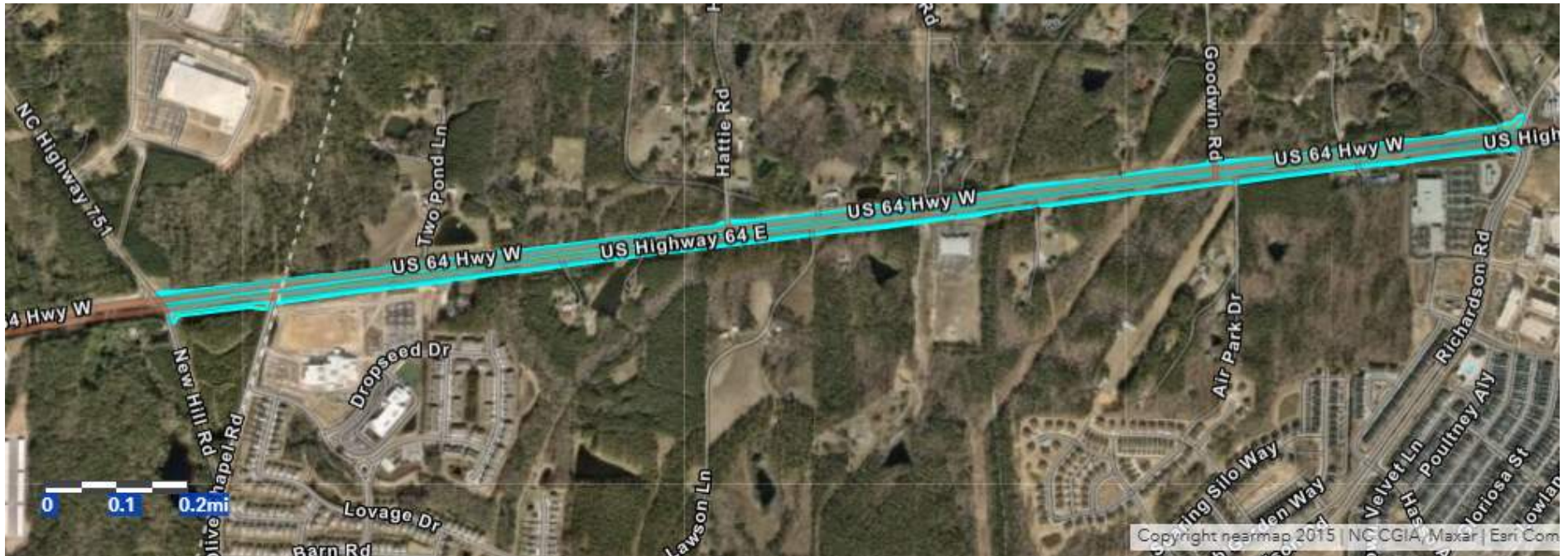
-  Maintained Areas
-  Natural Areas
-  Planting Areas

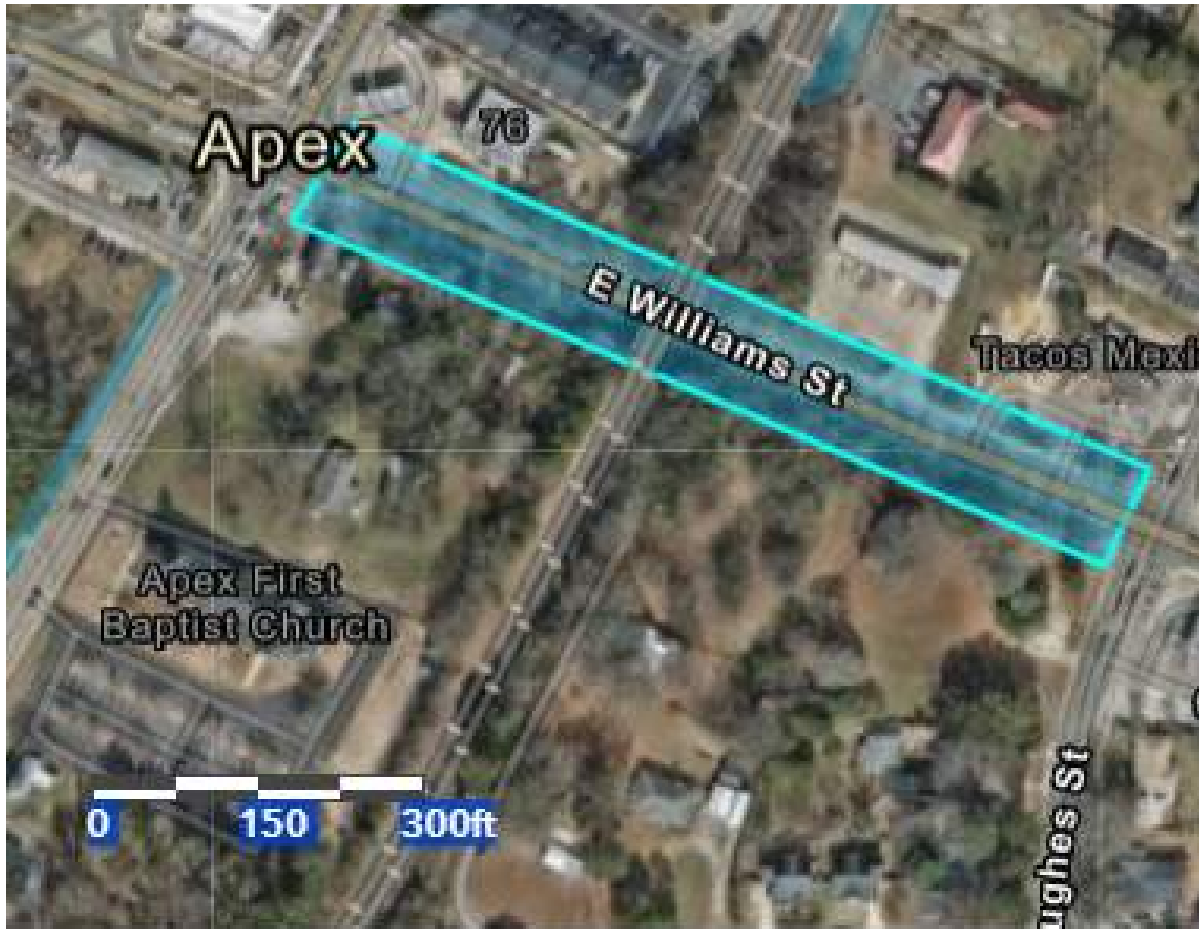
Exhibit 26d. US-64 Medians and Right of Way; Richardson Road to NC-751



Legend

- Maintained Areas
- Natural Areas
- Planting Areas

Exhibit 27a. NC-55 Right of Way; S. Salem Street to S. Hughes Street



Legend




-  Maintained Areas
-  Natural Areas
-  Planting Areas

Exhibit 27b. NC-55 Right of Way; Apex Peak Way to Lufkin Road



Legend




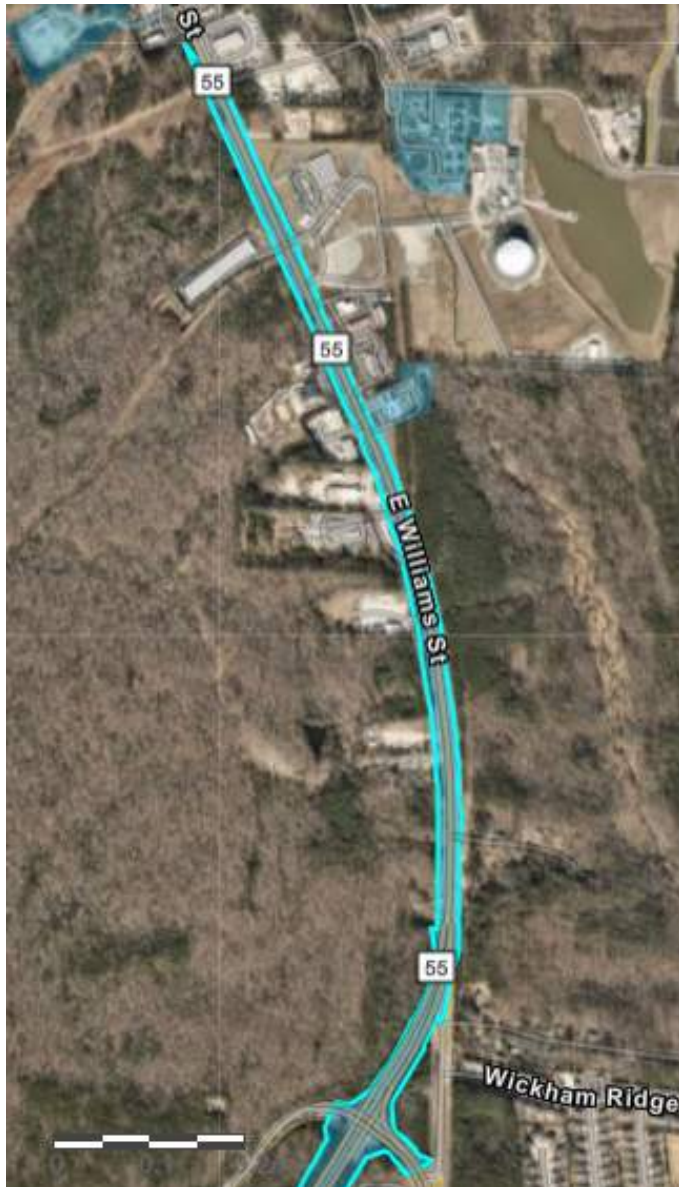
-  Maintained Areas
-  Natural Areas
-  Planting Areas

Exhibit 27c. NC-55 Right of Way; Pristine Water Road to Technology Drive



Legend

- Maintained Areas
- Natural Areas
- Planting Areas

Exhibit 27d. NC-55 Right of Way; Technology Drive to south of Old Smithfield Road



Legend




-  Maintained Areas
-  Natural Areas
-  Planting Areas

Exhibit 28. Zeno Rd Right of Way; from Apex Peakway to Healthplex Way. Only southern side of Zeno Road



Legend


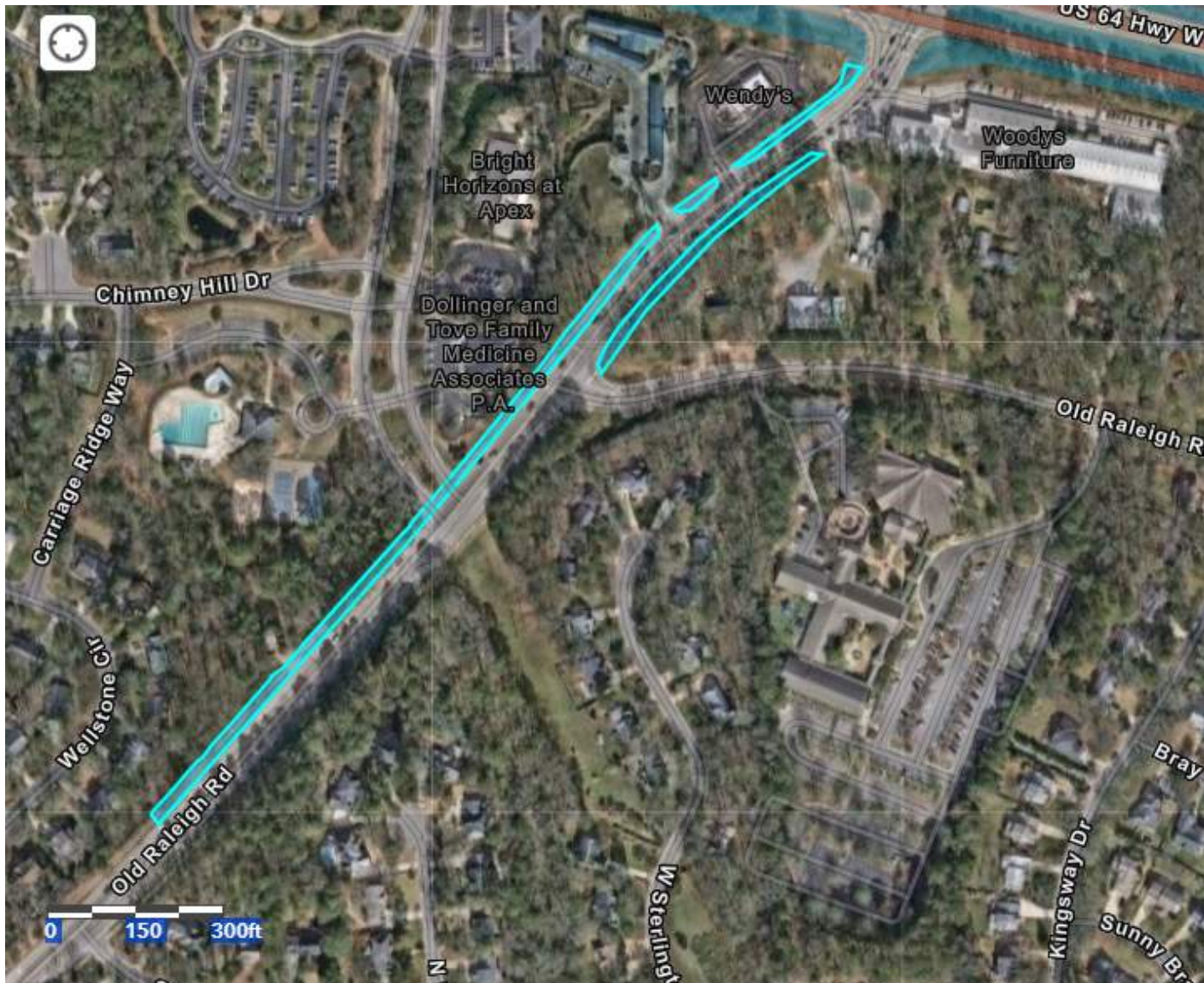
-  Maintained Areas
-  Natural Areas
-  Planting Areas

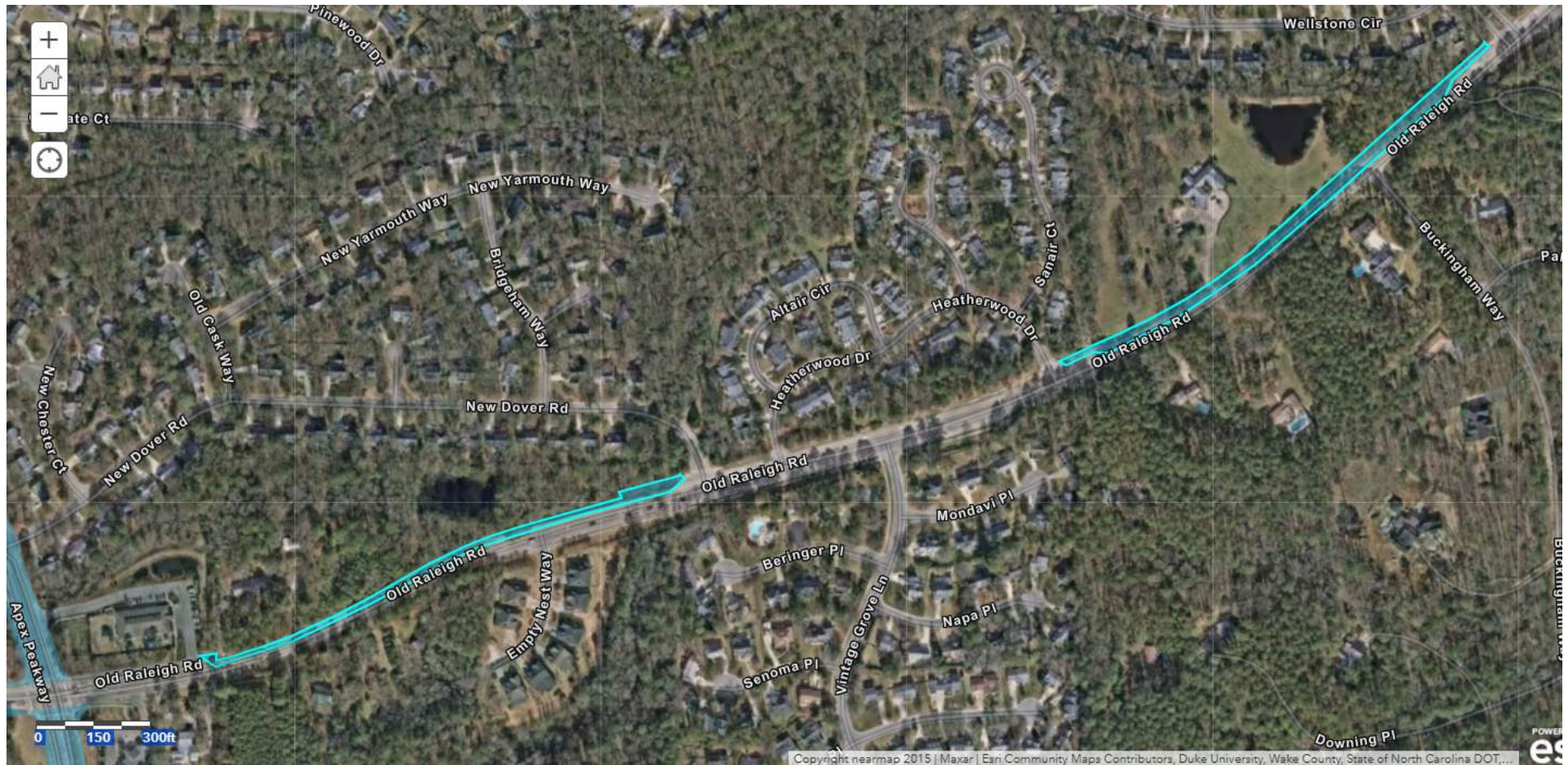
Exhibit 29a. Old Raleigh Rd Right of Way; US-64 to Sterling Silver Drive.



Legend

- Maintained Areas
- Natural Areas
- Planting Areas

Exhibit 29b. Old Raleigh Rd Right of Way; Apex Peakway to Woodgate Lane. Northern side of Old Raleigh Road only.



Legend




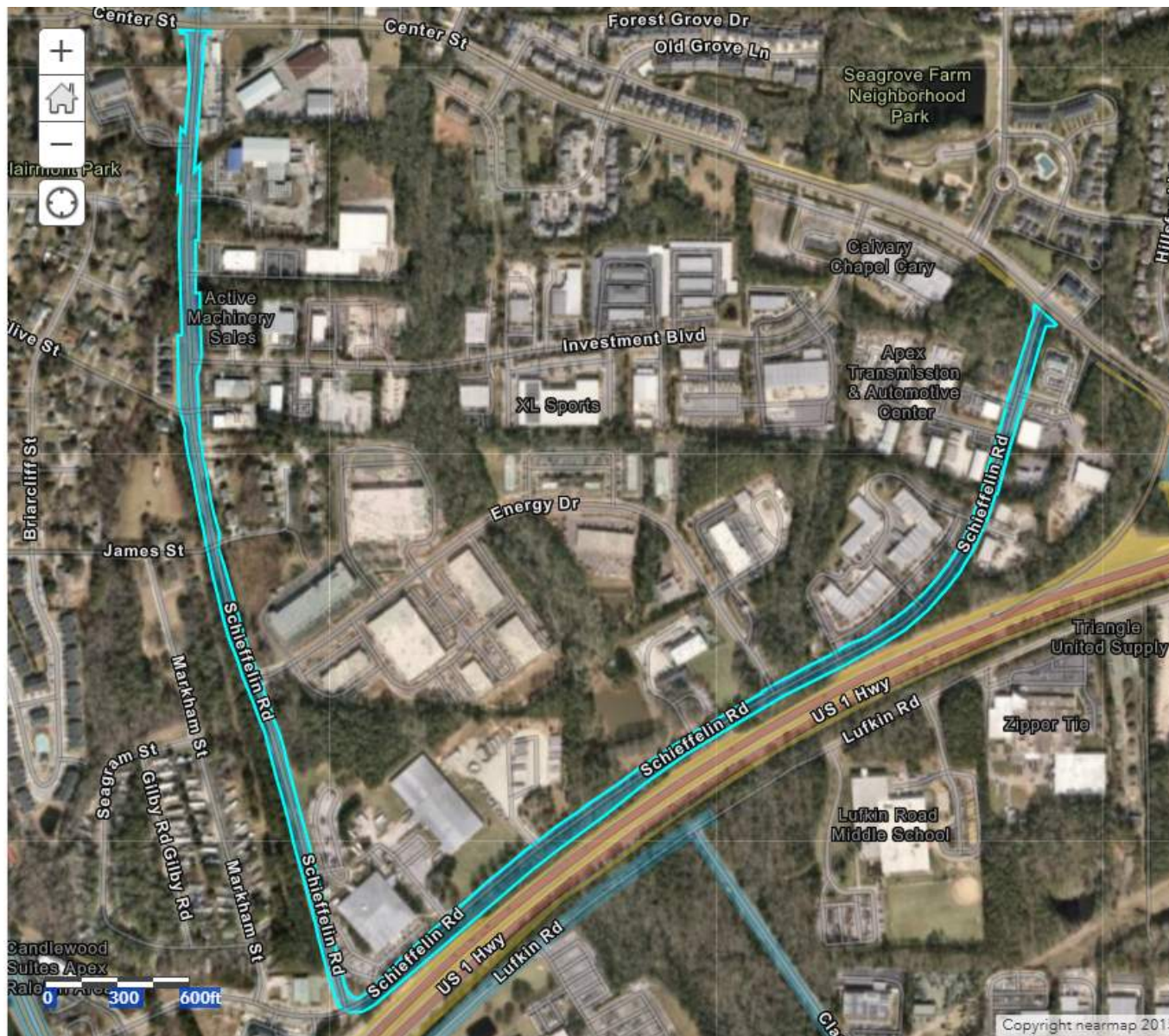
-  Maintained Areas
-  Natural Areas
-  Planting Areas

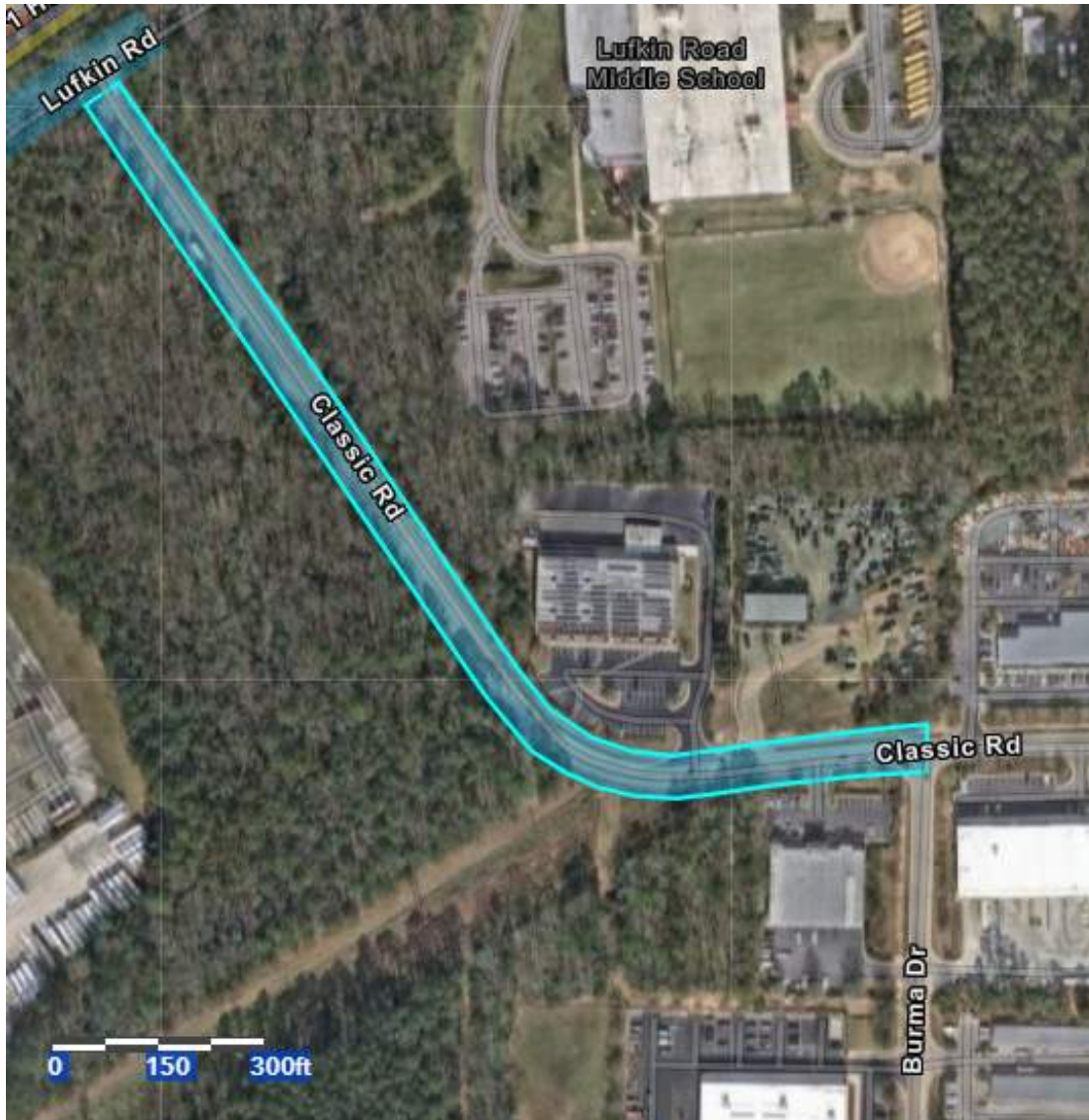
Exhibit 30. Schieffelin Rd Right of Way



Legend

- Maintained Areas
- Natural Areas
- Planting Areas

Exhibit 31. Classic Road Right of Way; Lufkin Road to Burma Drive



Legend




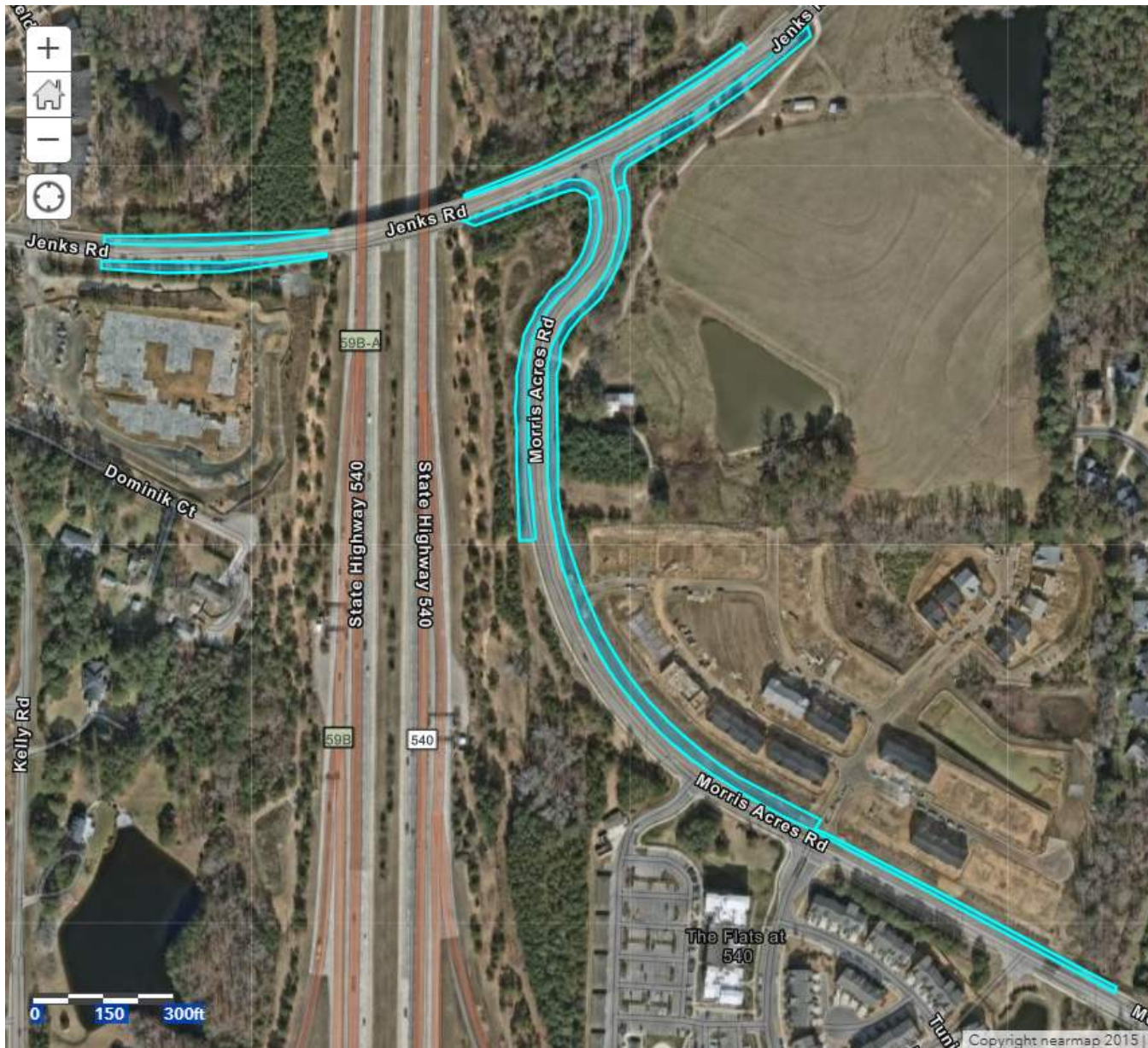
-  Maintained Areas
-  Natural Areas
-  Planting Areas

Exhibit 32. Morris Acres Road and Jenks Road Right of Way



Legend




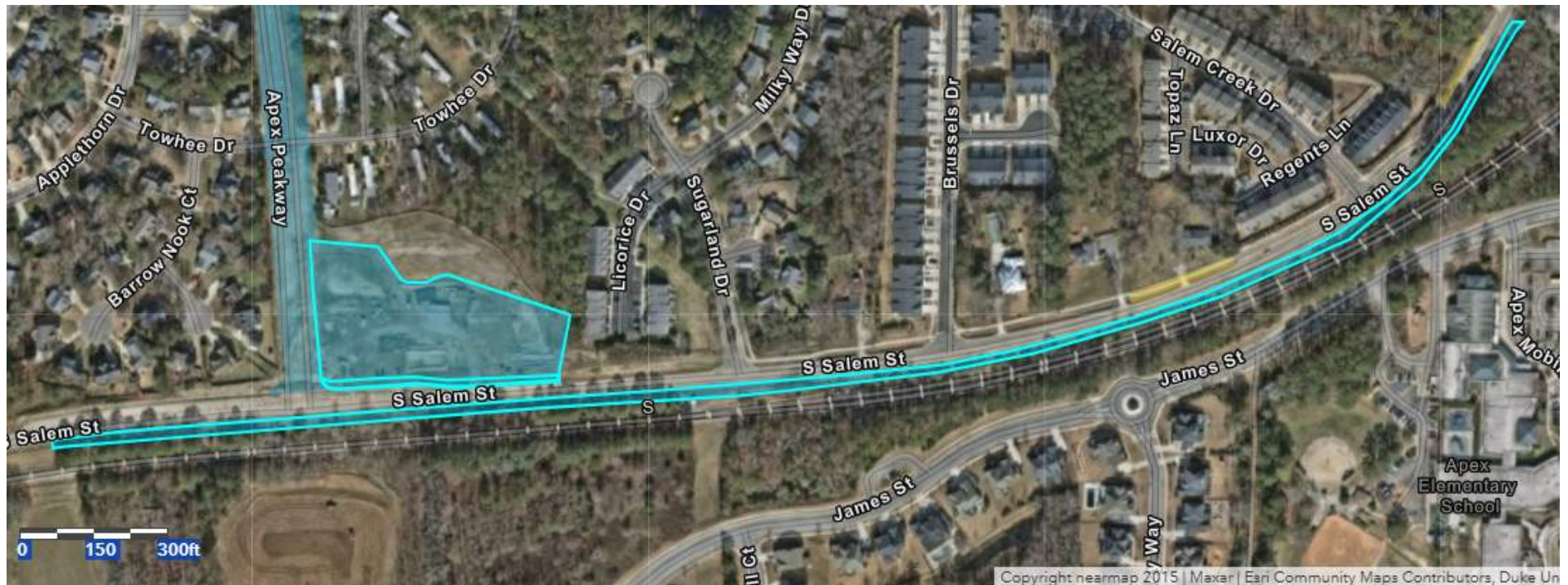
-  Maintained Areas
-  Natural Areas
-  Planting Areas

Exhibit 33 is not included in the agreement scope.

Exhibit 34. S. Salem Street Right of Way and Property at S. Salem Street and Apex Peakway



- Legend
- Maintained Areas
 - Natural Areas
 - Planting Areas

Exhibit 35. N. Elm Street Right of Way at Center Street



Legend




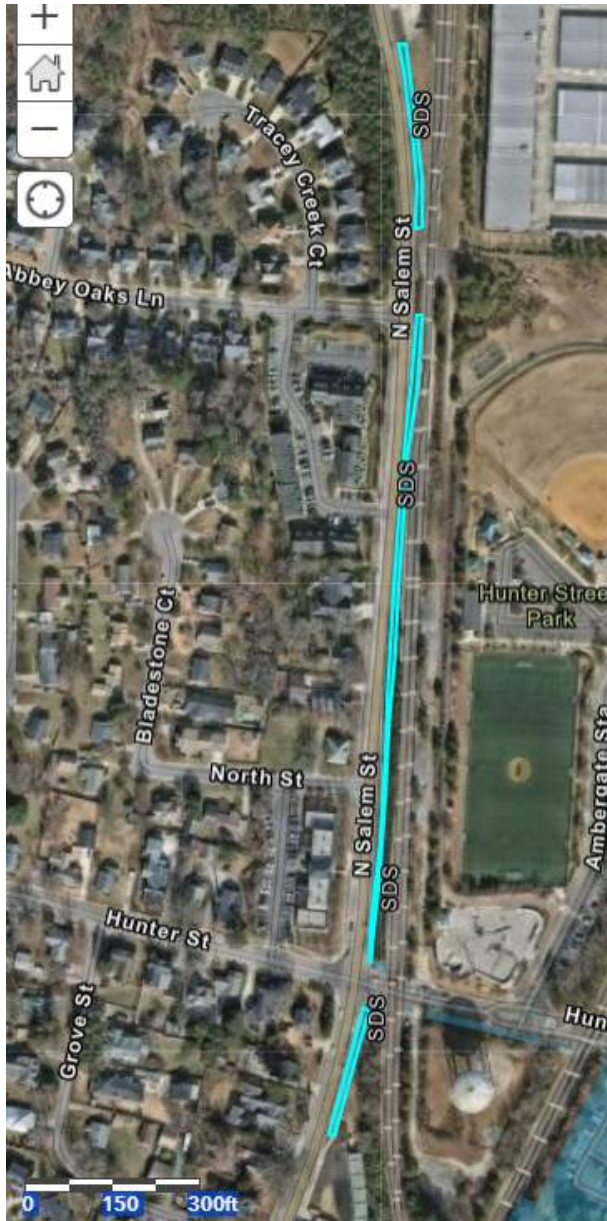
-  Maintained Areas
-  Natural Areas
-  Planting Areas

Exhibit 36. N. Salem Street Right of Way, from Doggie Day Care to EV Charging Site. East side of the street.



Legend

- Maintained Areas
- Natural Areas
- Planting Areas

Exhibit 37. Corner of Ambergate Station and Apex Peakway Right of Way



Legend




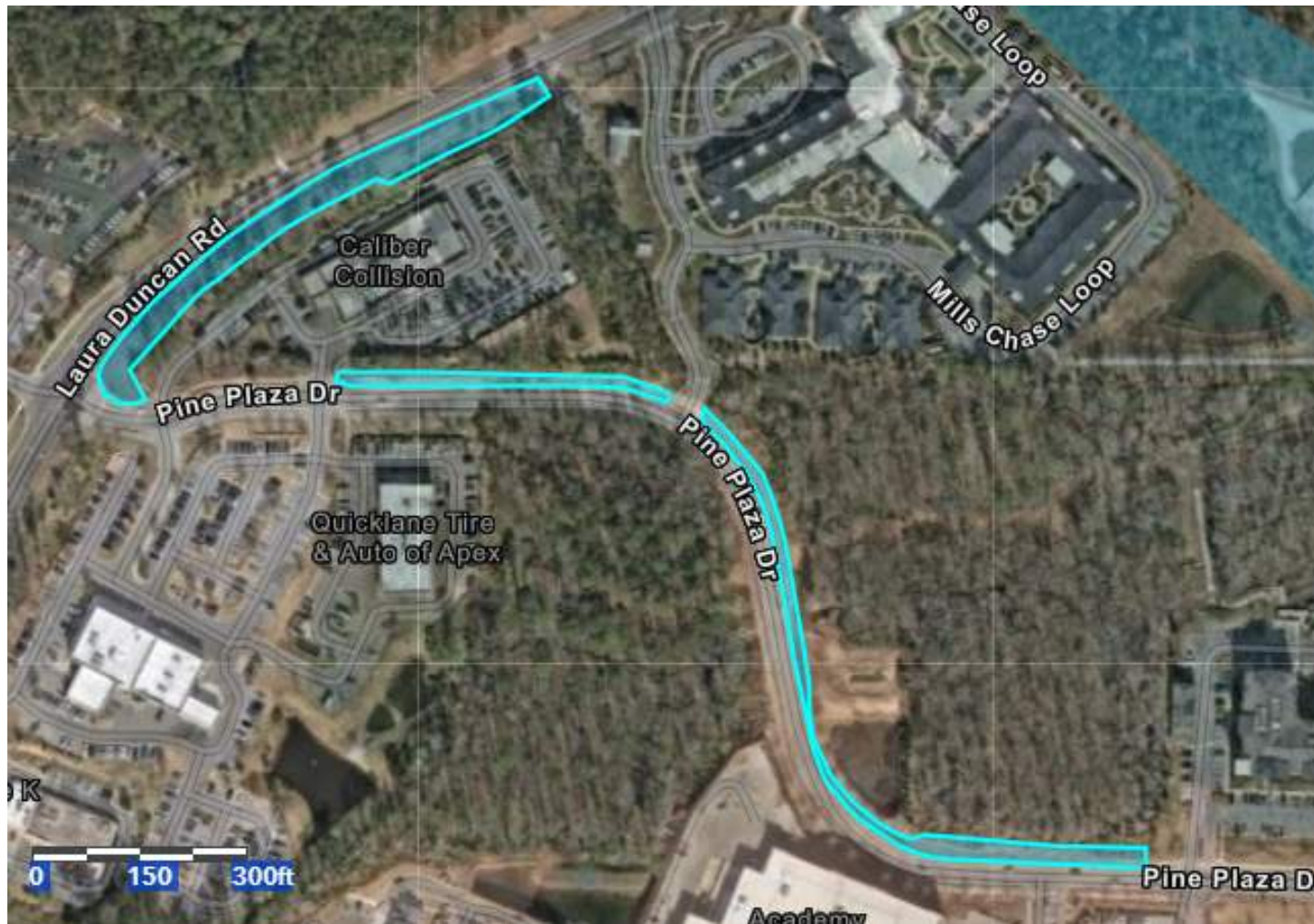
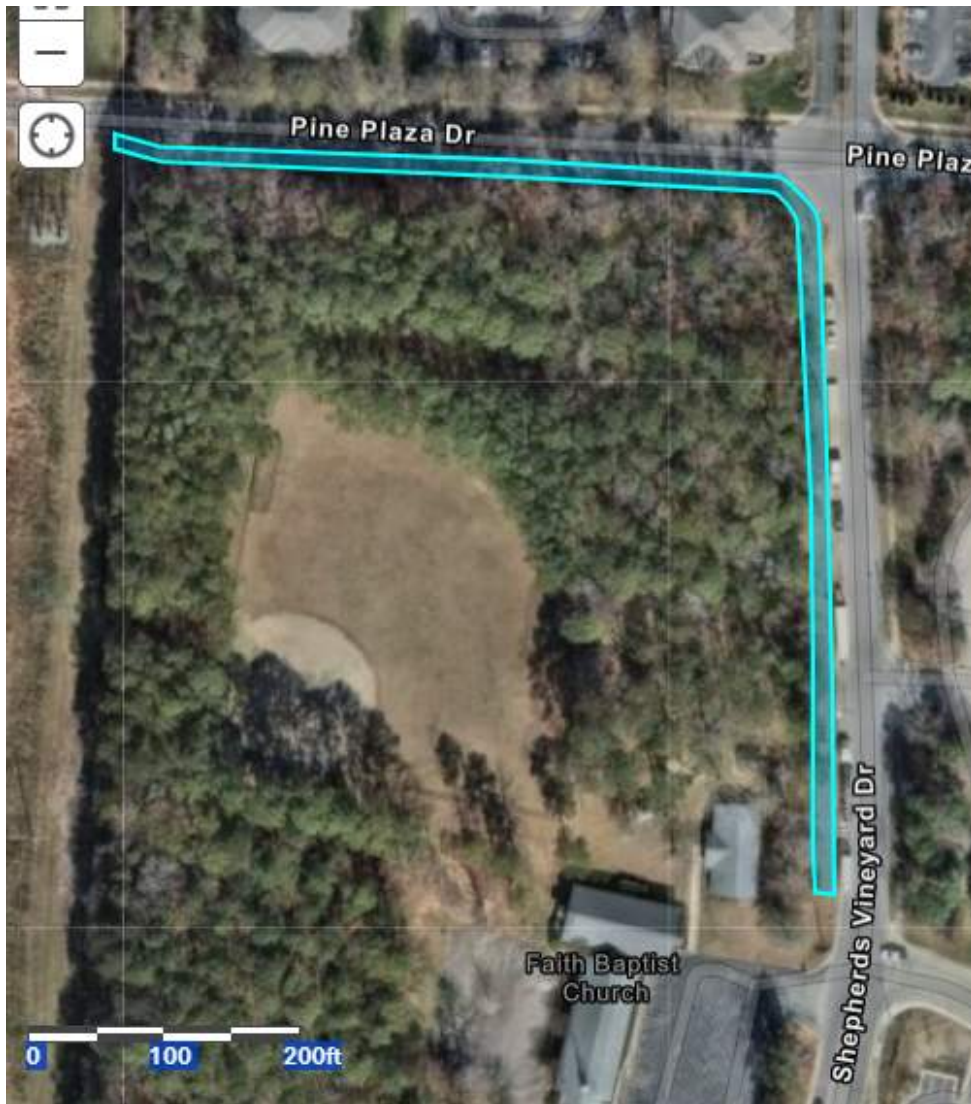
-  Maintained Areas
-  Natural Areas
-  Planting Areas

Exhibit 38. Laura Duncan Road and Pine Plaza Drive Right of Way



Legend	
	Maintained Areas
	Natural Areas
	Planting Areas

Exhibit 39. Pine Plaza Drive and Shepherds Vineyard Drive Right of Way



Legend




-  Maintained Areas
-  Natural Areas
-  Planting Areas

Exhibit 40. S. Salem Street Right of Way, from Harwood Street to Tingen Road

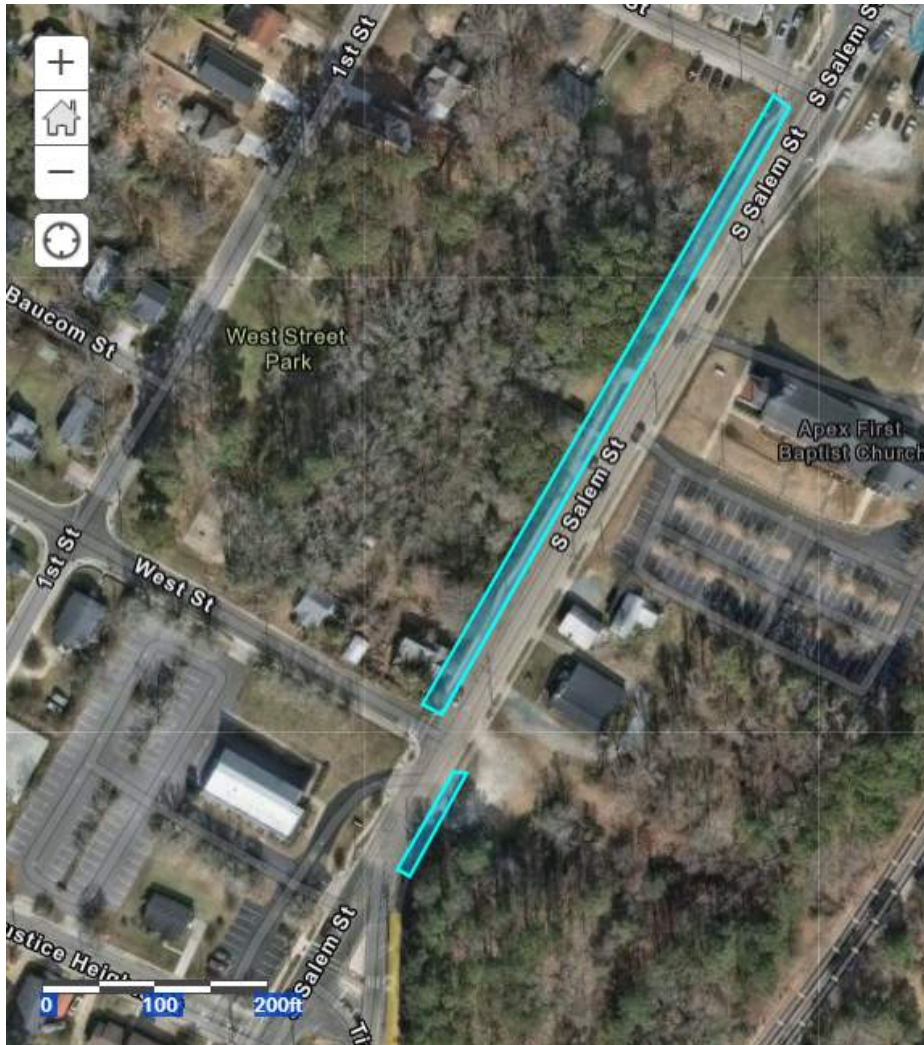


Exhibit 41. Laura Duncan Road and Old Raleigh Road Right of Way

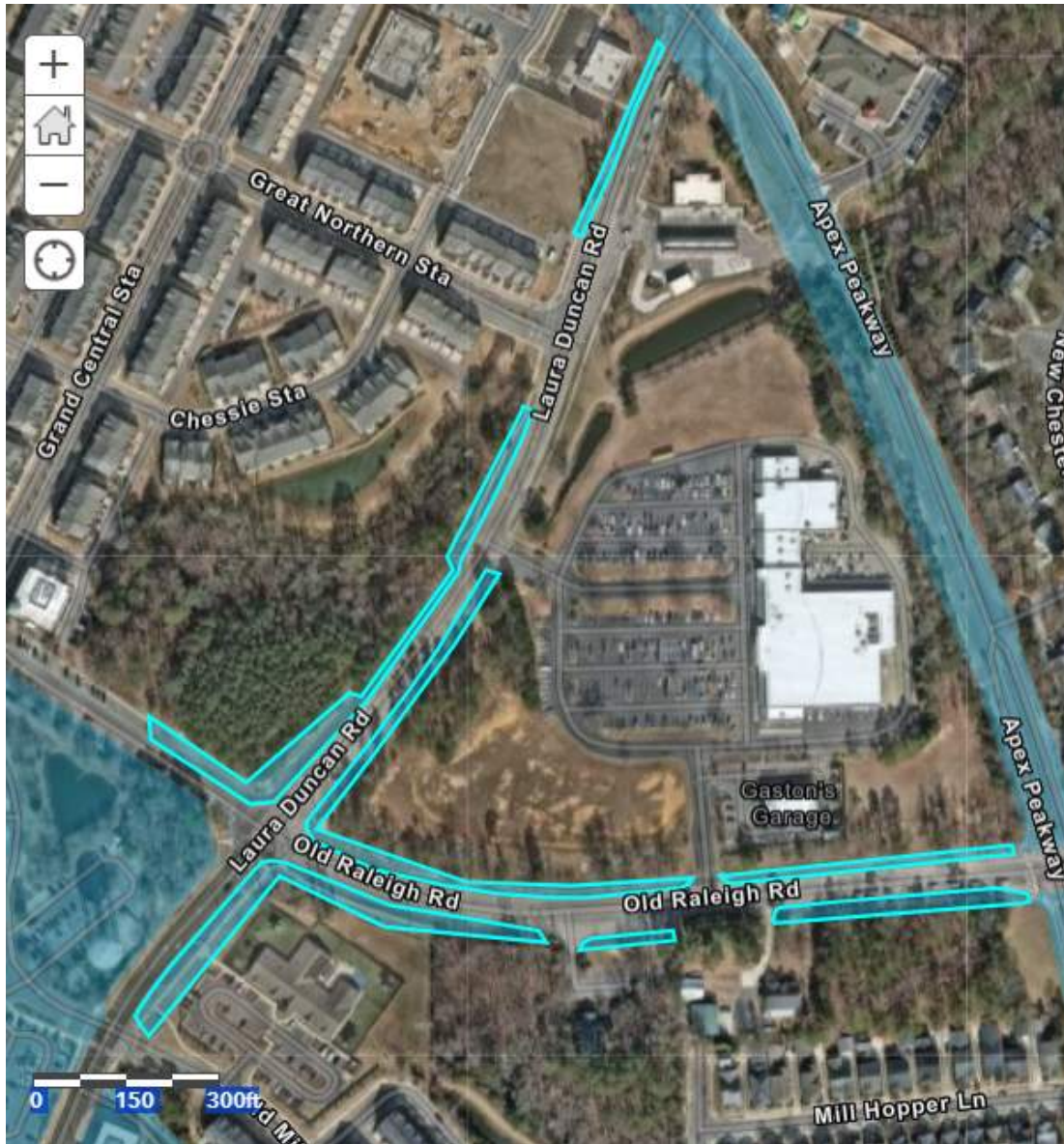


Exhibit 42. Northwest corner of Lake Pine Dr and US-64 Right of Way



Exhibits 43 – 49 are not included in the agreement scope.

Exhibit 50. Kelly Road Right of Way, near Publix entrance. West side of the street.



Legend

- Maintained Areas
- Natural Areas
- Planting Areas

Exhibit 51. Right of Way on NC-55, near A&K Food Mart



Legend

- Maintained Areas
- Natural Areas
- Planting Areas

Exhibit 52. Blazing Trail Drive Right of Way, near Humie Olive Road West side of the street.

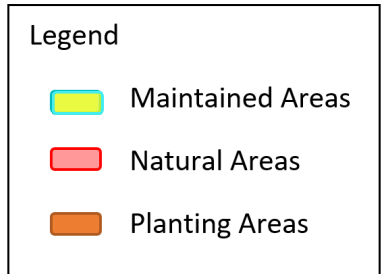


Exhibit 53. Olive Chapel Road Right of Way Sidewalk Strips



Legend

-  Maintained Areas
-  Natural Areas
-  Planting Areas

Exhibit 54. Cash Street Sidewalk and Pate Street Corner Right of Way



Legend

- Maintained Areas
- Natural Areas
- Planting Areas

Exhibit 55. Kelly Rd Right of Way, south of Kelly Road Park entrance.



- Legend
- Maintained Areas
 - Natural Areas
 - Planting Areas

Exhibit 56. Vision Drive Right of Way, across from Home Depot



Legend




-  Maintained Areas
-  Natural Areas
-  Planting Areas

Exhibit 57. Creekside Landing Dr Right of Way and Guardrails, south of Reedybrook Crossing



Legend

- Maintained Areas
- Natural Areas
- Planting Areas

Exhibit 58. Kelly Road and Old US-1 Right of Way and Guardrails



Legend

- Maintained Areas
- Natural Areas
- Planting Areas

Exhibit 59. Olive Chapel Road Right of Way and Guardrails at 540



Legend

- Maintained Areas
- Natural Areas
- Planting Areas

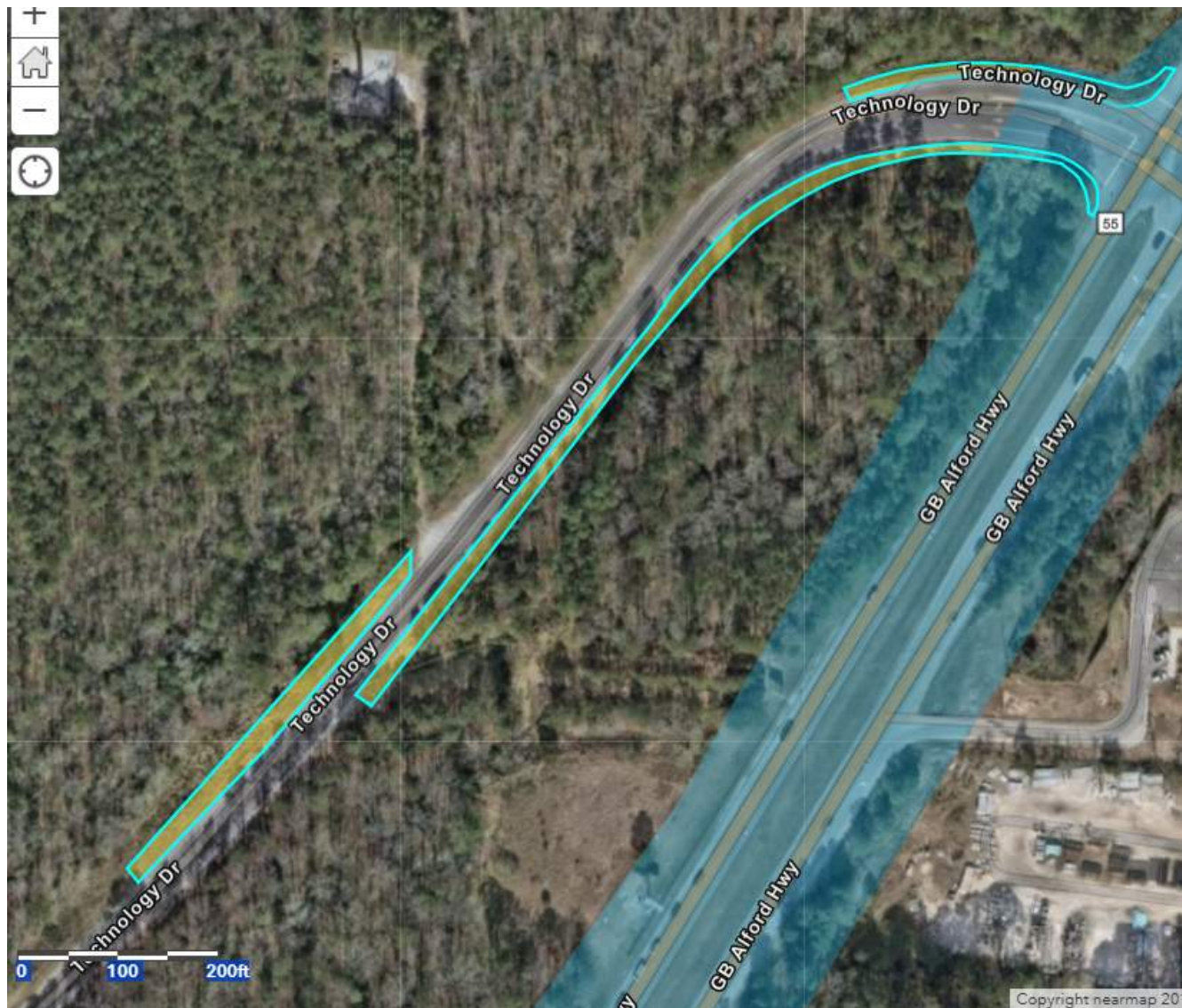
Exhibit 60. Roberts Road Right of Way and Guardrails at 540



Legend

- Maintained Areas
- Natural Areas
- Planting Areas

Exhibit 61. Technology Drive Right of Way and Guardrails



Legend




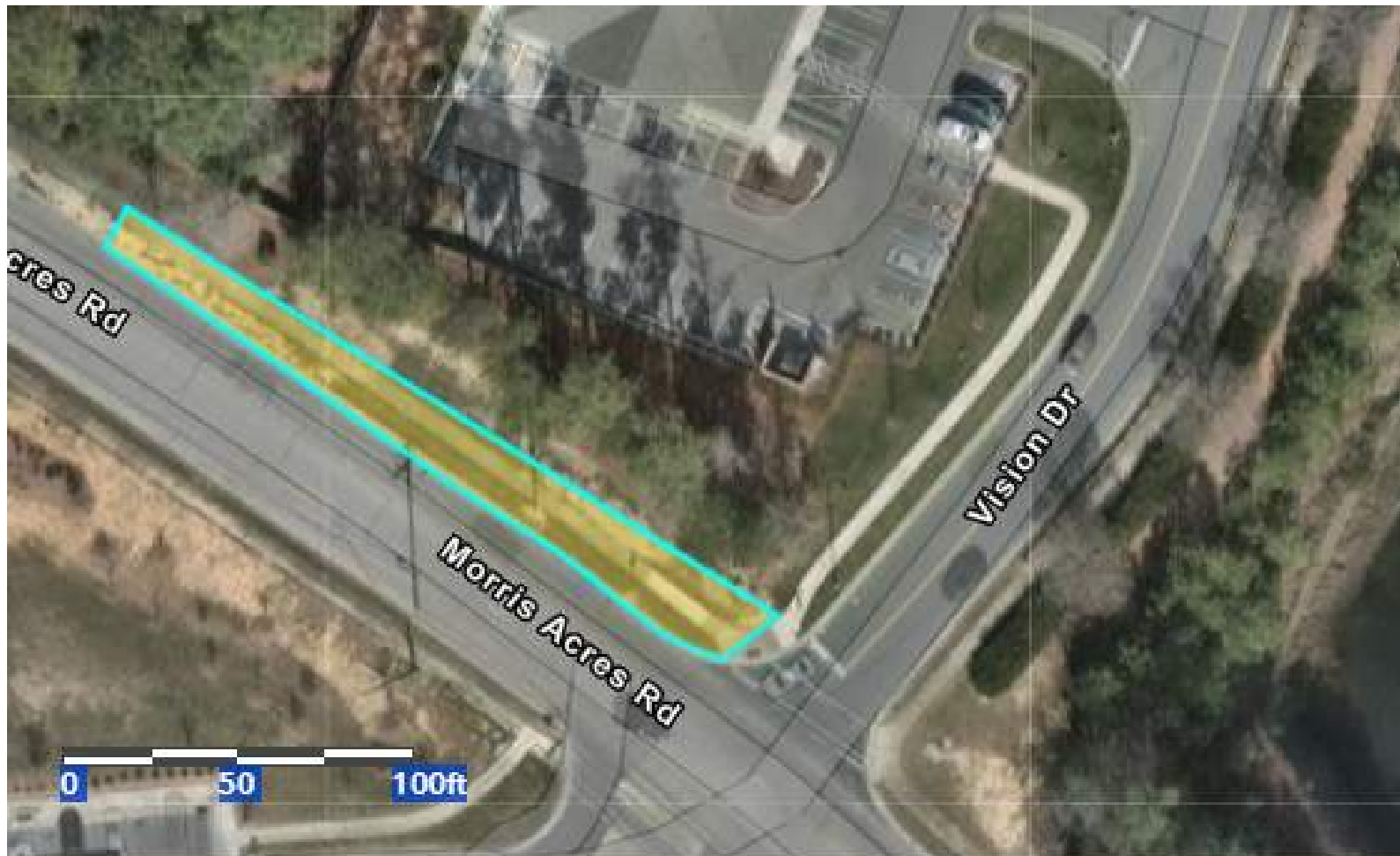
-  Maintained Areas
-  Natural Areas
-  Planting Areas

Exhibit 62. Morris Acres Road Right of Way, near Vision Drive



Legend




-  Maintained Areas
-  Natural Areas
-  Planting Areas

Exhibit 63. Kelly Road Guardrails and Right of Way along Sidewalk

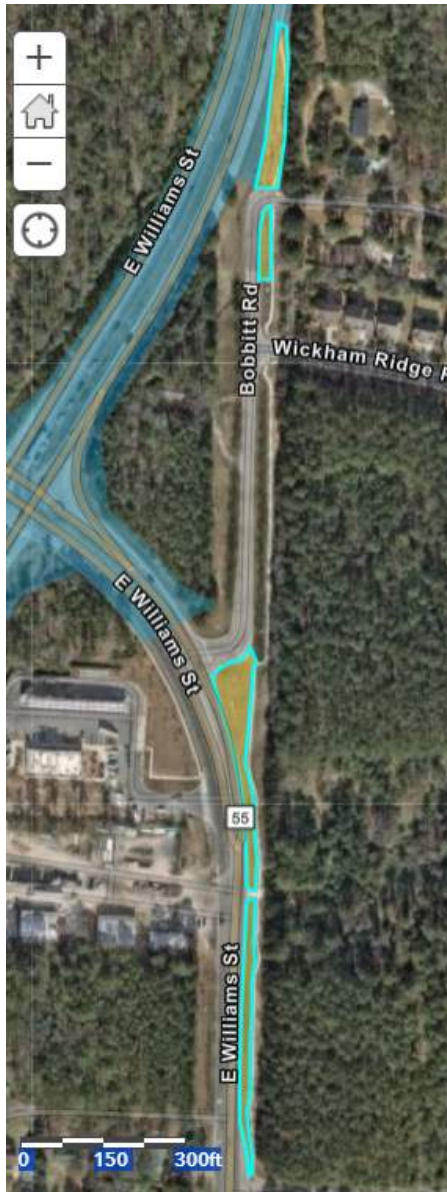


Legend

- Maintained Areas
- Natural Areas
- Planting Areas

Exhibit 64 is not included in this agreement's scope

Exhibit 65. Bobbitt Road and E. Williams Street Right of Way



Legend

- Maintained Areas
- Natural Areas
- Planting Areas

Exhibit 66. Tingen Rd Right of Way, north of Apex Peakway. East side of street.



Legend




-  Maintained Areas
-  Natural Areas
-  Planting Areas

Exhibit 67. US-1 Ramp, Shoulder, and Medians, from NC-55 to Ten Ten Road

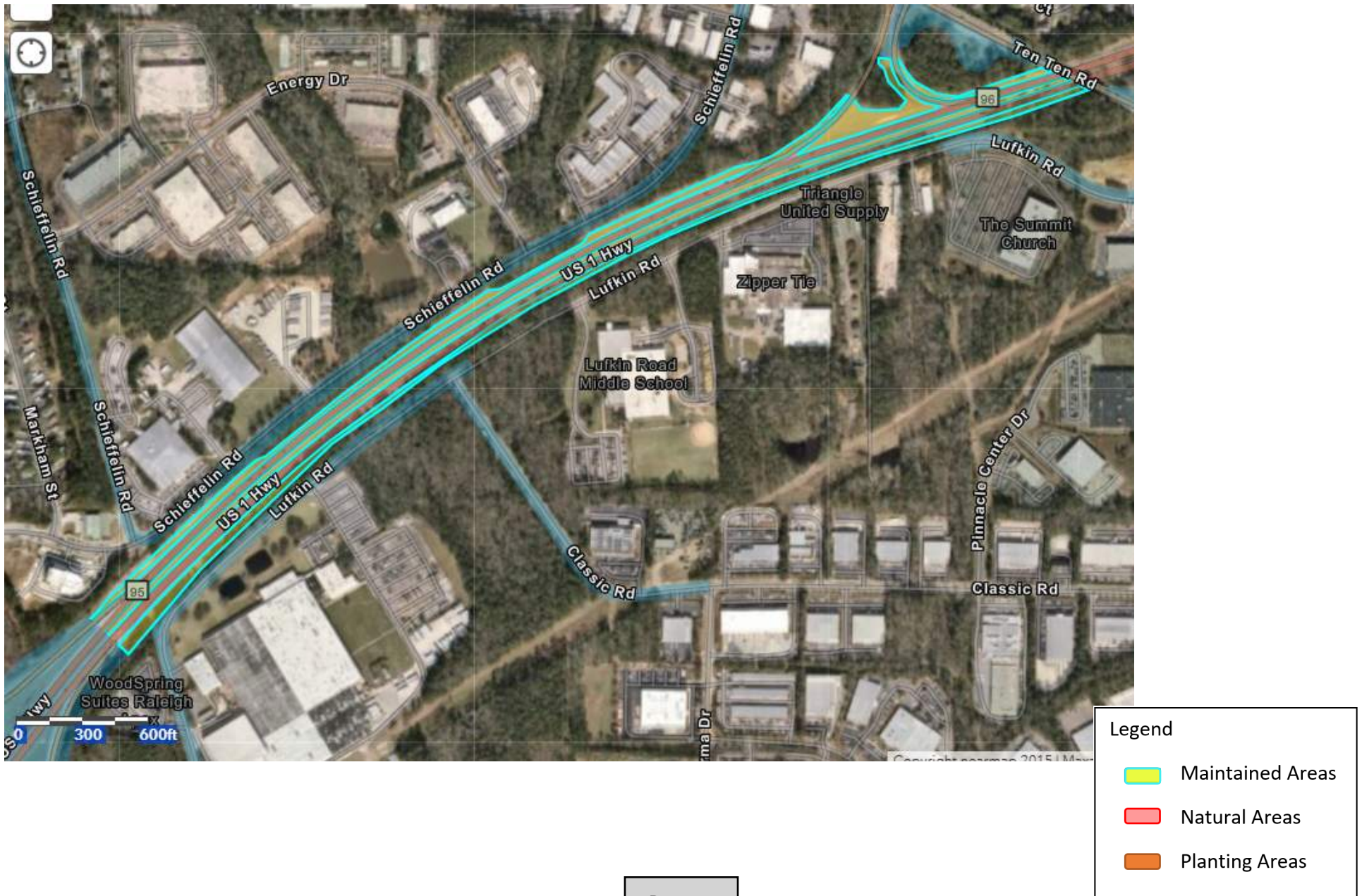
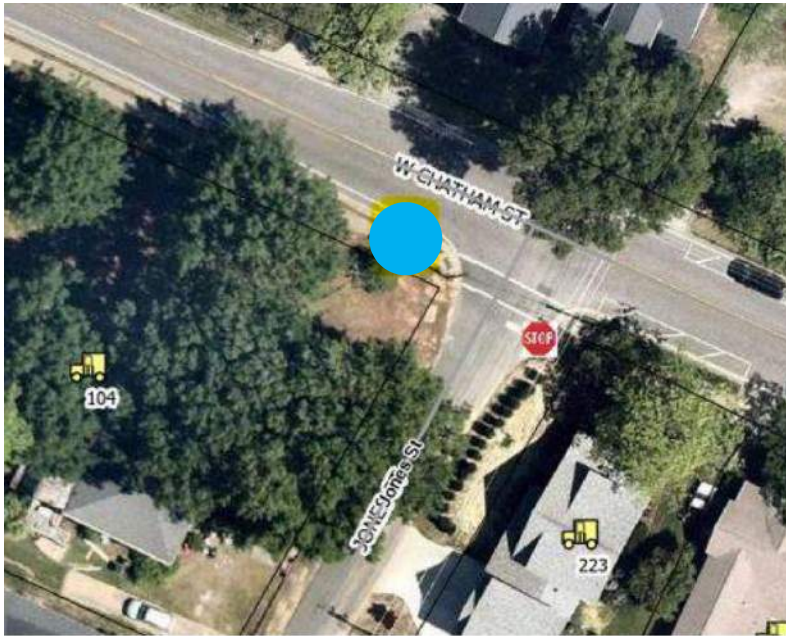
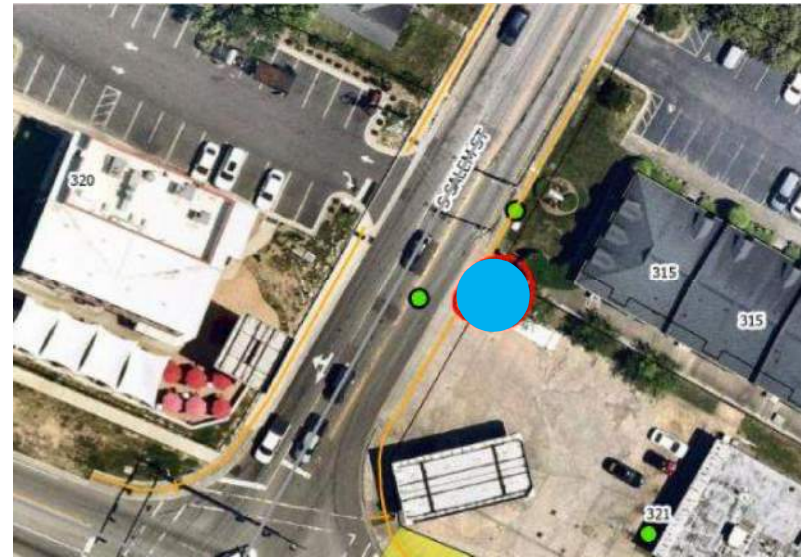


Exhibit 68. Historical Signs (7 locations)

W. Chatham at Jones Street



S. Salem Street near NC-55



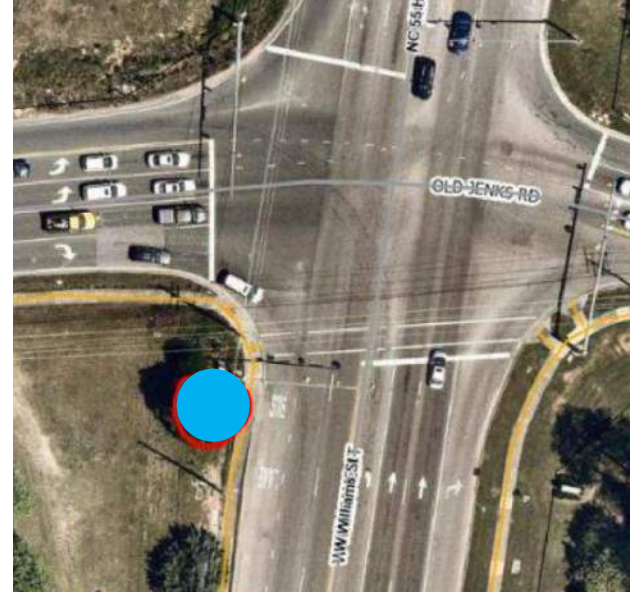
312 E. Chatham Street



503 Center Street



Southwest Corner of W. Williams Street and Jenks Road



411 N. Salem Street



Old Apex Road at Laura Duncan Road



Exhibit 69. Burma Drive Right of Way from Cul-de-sac to Pristine Water Drive. West side of the street.

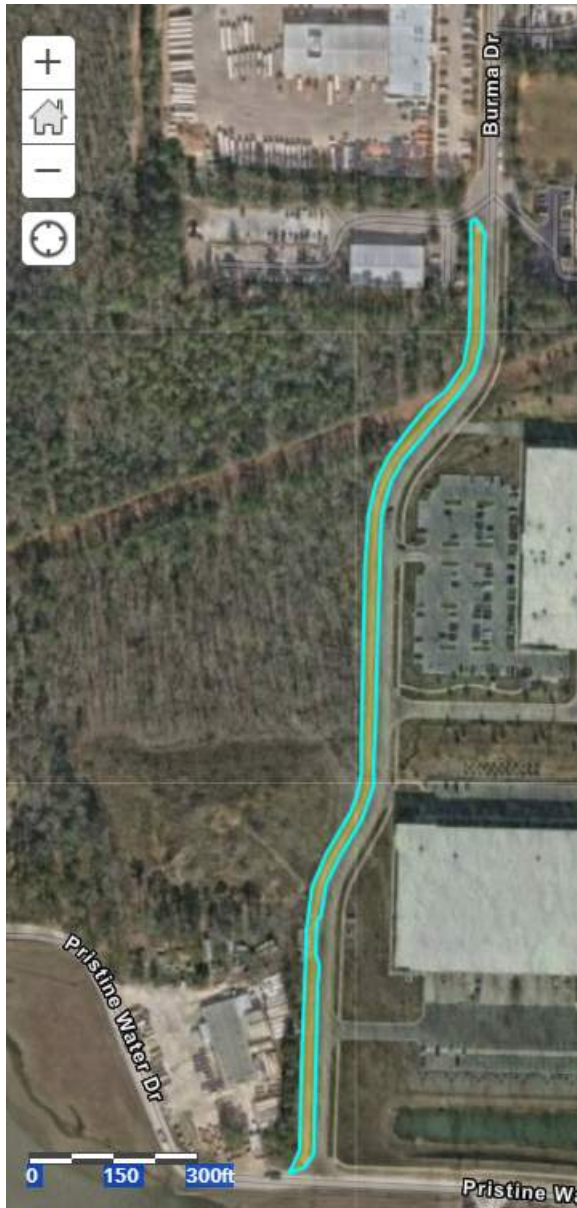


Exhibit 70. Old Smithfield Road Right of Way, NC-55 to E. Williams Street



Legend	
	Maintained Areas
	Natural Areas
	Planting Areas

Exhibit 71. S. Salem Street Right of Way, near Salem Creek Drive North side of the street.



Legend




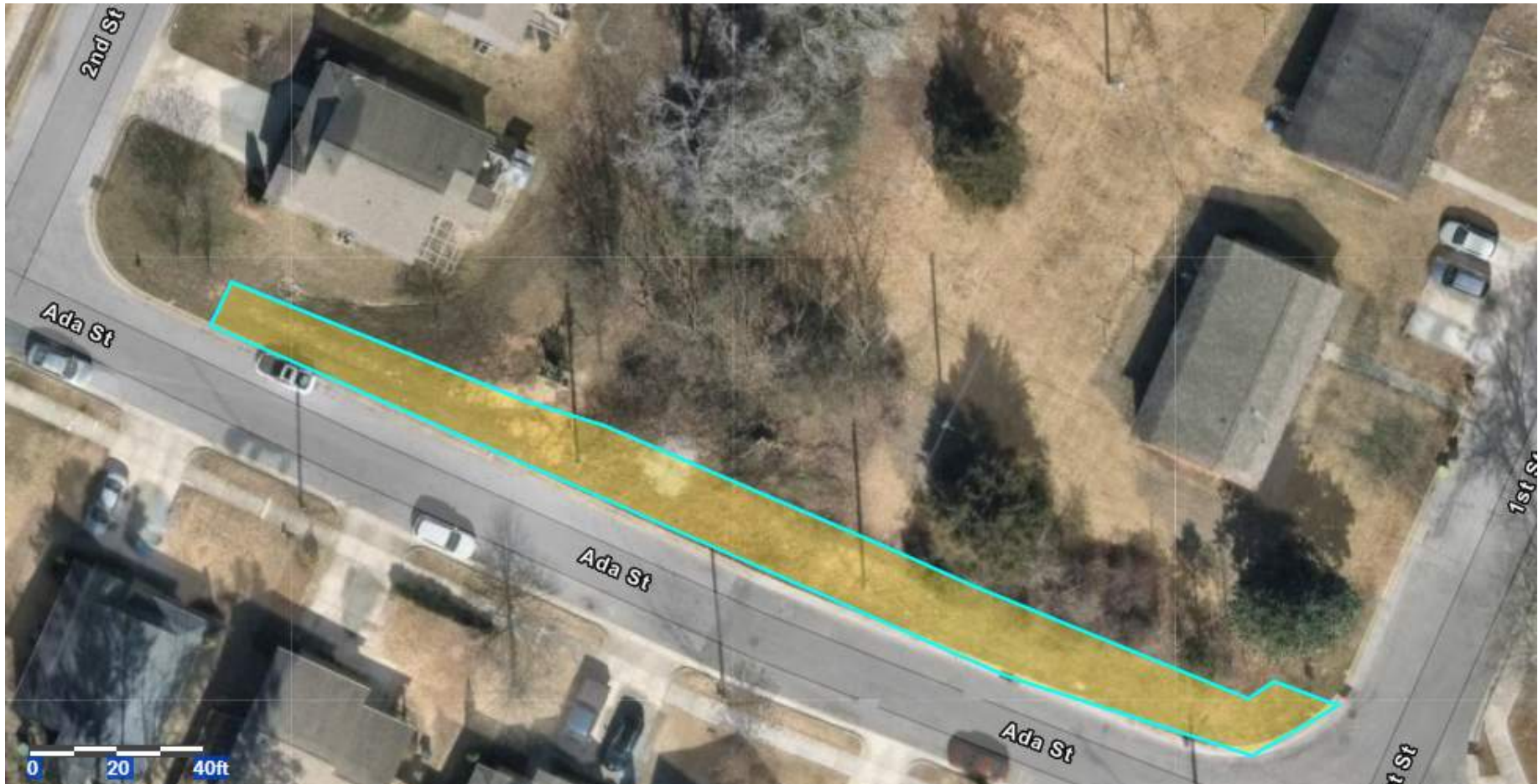
-  Maintained Areas
-  Natural Areas
-  Planting Areas

Exhibit 72. Tingen Road Right of Way, from James Street to S. Salem Street



Exhibit 73. Ada Street Right of Way, from 1st Street to 2nd Street North side of the street.



Legend




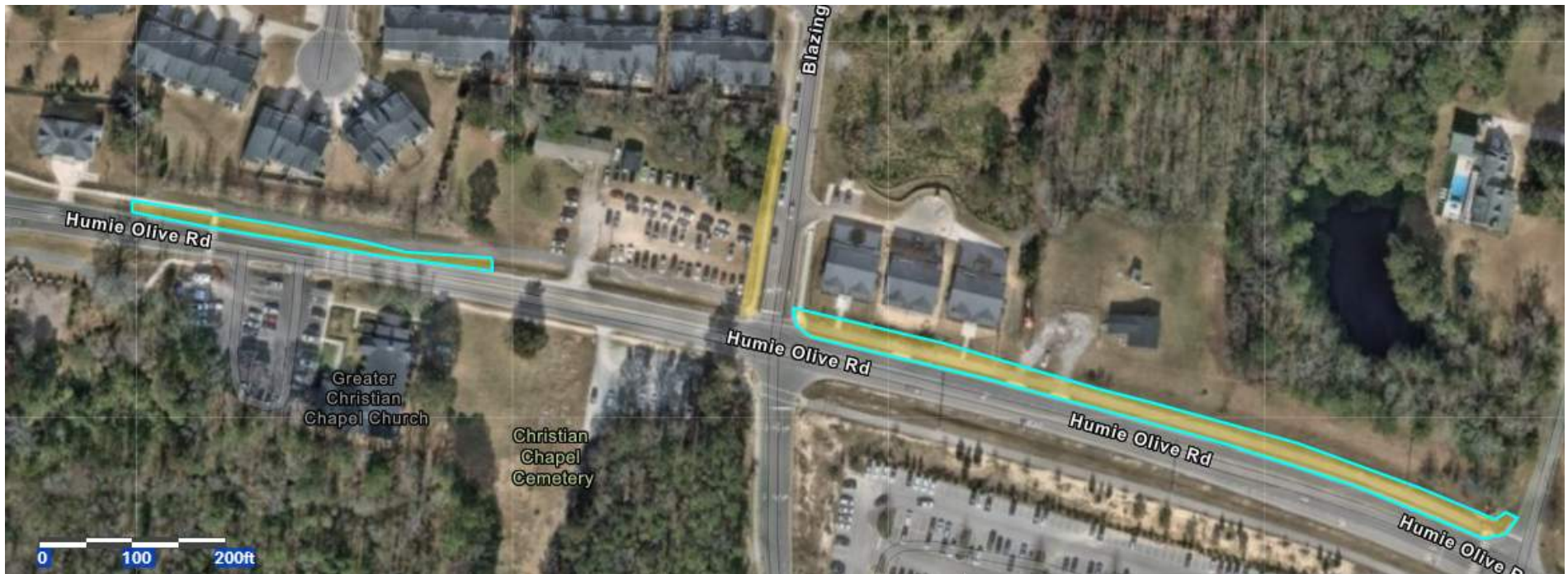
-  Maintained Areas
-  Natural Areas
-  Planting Areas

Exhibit 74. Humie Olive Rd Right of Way. North side of the street, near Blazing Trail Drive



Legend




-  Maintained Areas
-  Natural Areas
-  Planting Areas

Exhibit 75. Center Street Sidewalk Right of Way. Near Parkfield Drive

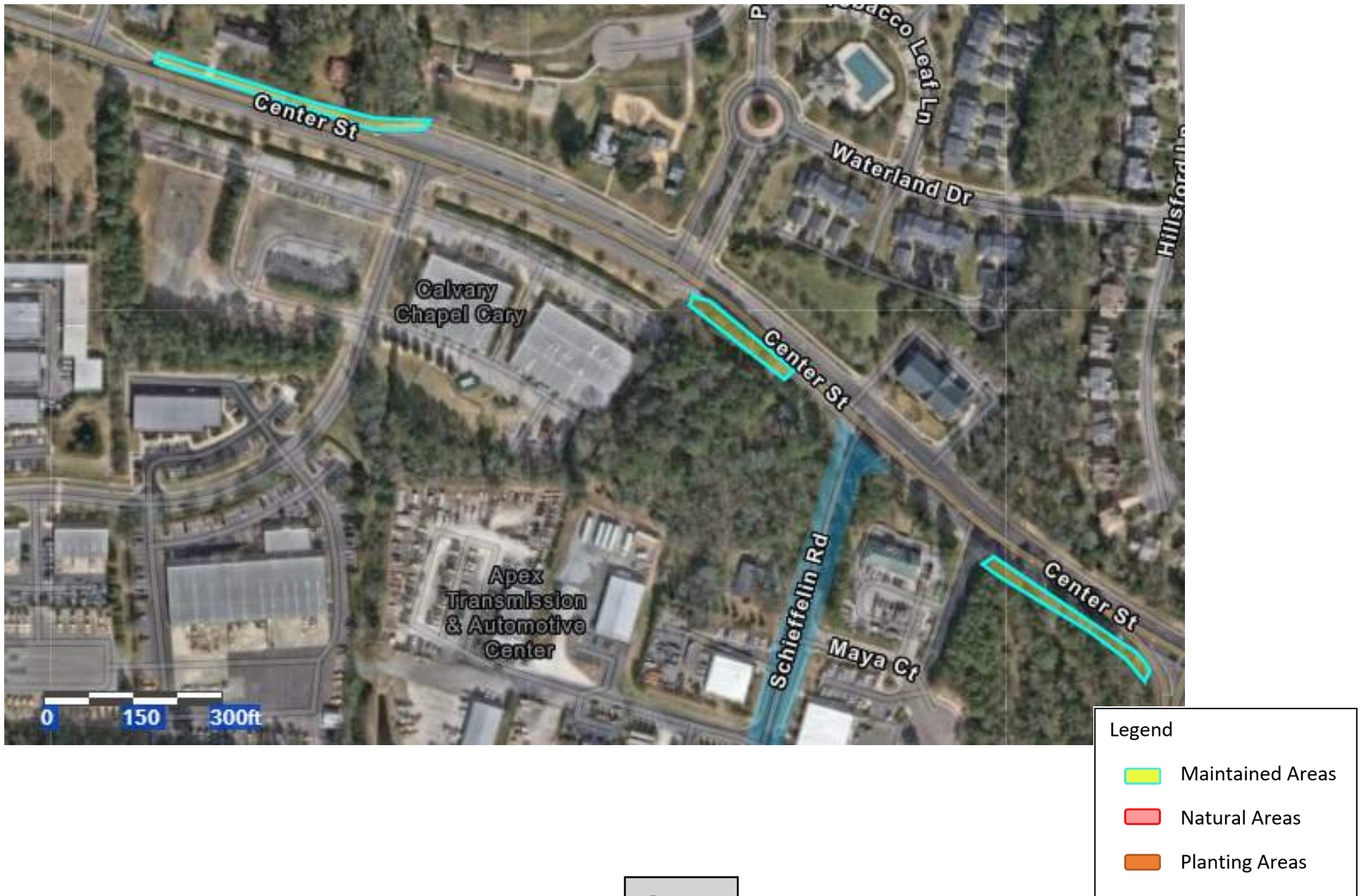





Exhibit 76. Center Street Sidewalk Right of Way. Near Center Park Way

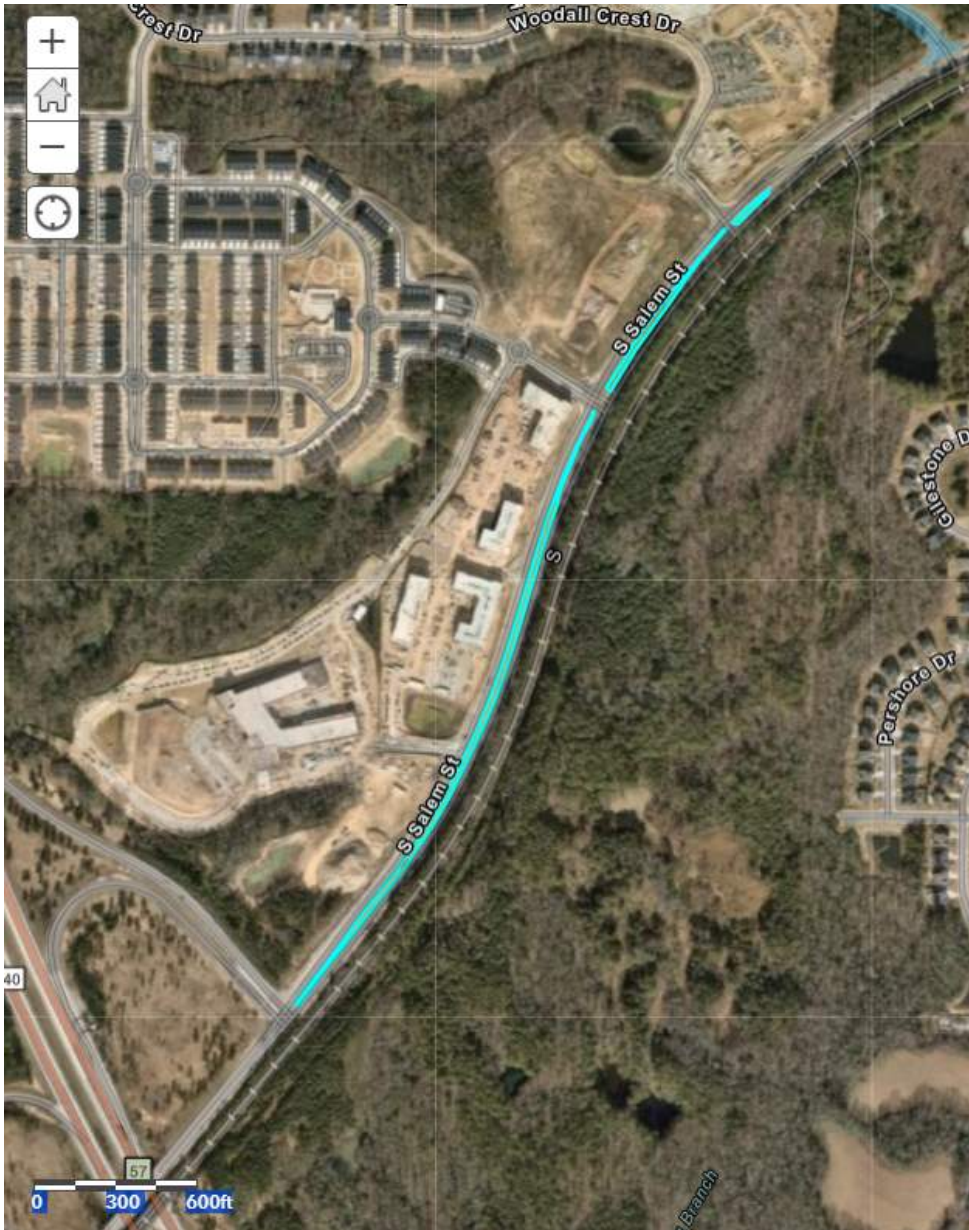


Legend

-  Maintained Areas
-  Natural Areas
-  Planting Areas

Exhibits 77 to 81 are not in this agreement's scope

Exhibit 82. S. Salem Street Medians, from Apex Barbecue Road to 540



Legend



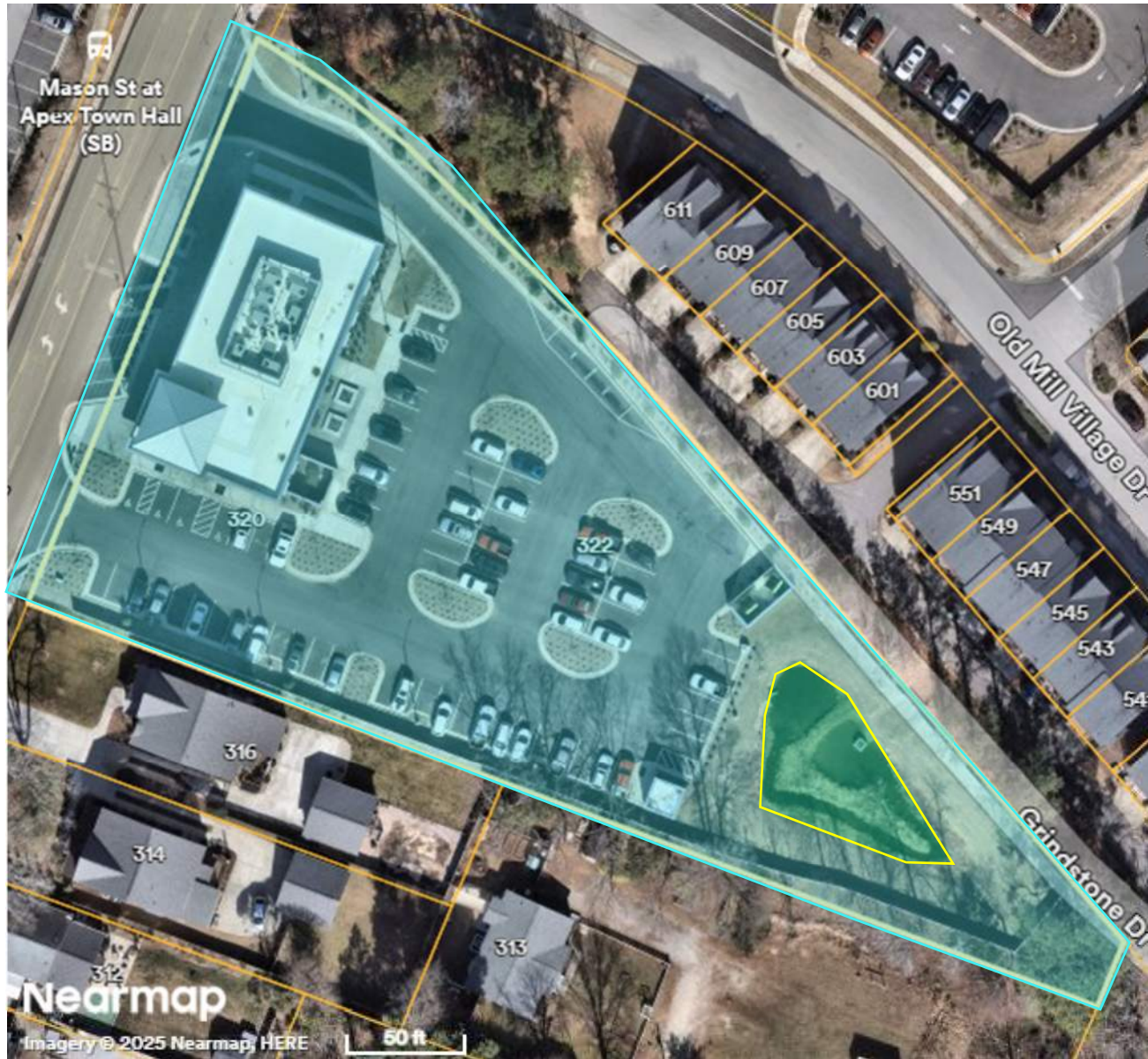
-  Maintained Areas
-  Natural Areas
-  Planting Areas

Exhibit 83. Public Safety Station #6, 1201 Wimberly Road, Apex, NC 27523



Legend	
	Maintained Areas
	Natural Areas
	Plantings Areas
	Stormwater Pond – Not Maintained

Exhibit 84. Mason Street Municipal Building, 322 N. Mason Street, Apex, NC 27502



Legend	
■	Maintained Areas
■	Natural Areas
■	Plantings Areas
■	Stormwater Pond – Not Maintained

Exhibits 85 a-h. Quarterly Concrete Median Clean Up on NC-55

Exhibit 85a. NC-55 between Vision Drive and US-64



Exhibit 85b. NC-55 between US-64 and Beaver Creek Commons Drive



Exhibit 85c. NC-55 between Beaver Creek Commons Drive and Haddon Hall Drive



Exhibit 83d. W. Williams Street and Olive Chapel Rd/Hunter Street



Exhibit 83e. NC-55 between US-1 and Marco Dr



Exhibit 83f. NC-55, US-1 Overpass



Exhibit 83g. NC-55 near US-1 and Lufkin Rd



Exhibit 83h. E. Williams Street at NC-55



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 10, 2025

Item Details

Presenter(s): Jonathan K. Jacobs, P.E., CFM - Assistant Director

Department(s): Water Resources

Requested Motion

Motion to approve a total of twenty seven (27) multi-year Master Service Agreements (MSA) for Architectural, Engineering, and Surveying Services in substantial form, pending legal review, to provide On-Call Engineering, Surveying, and Construction Engineering and Inspection (CEI) Services, effective July 1, 2025 through June 30, 2028, authorize the Town Manager, or their designee, to execute on behalf of the Town and authorize the Town Attorney to make minor changes not impacting the scope of work or liability to the Town.

Approval Recommended?

Yes

Item Details

The Town of Apex advertised a Request for Qualifications (RFQ) on February 19, 2025 for On-Call Engineering, Surveying, and Construction Engineering and Inspection (CEI) Services across 11 program areas through June 30, 2028. The Town received a total of 42 Statements of Qualifications in response to the advertised RFQ.

The evaluation team, consisting of members from the Town Manager's Office, Parks, Recreation and Cultural Resources (PRCR), Transportation and Infrastructure Development (TID), and Water Resources, selected 27 firms to execute a Master Agreement for Architectural, Engineering, and Surveying Services over three (3) years. The following firms were identified and a detailed listing is included in Attachment 3.

- AECOM
- Black and Veatch
- Brown and Caldwell
- CDM Smith
- CJS Coveyance

- ESP
- Exult Engineering
- Falcon Engineering
- Freese and Nichols
- Froehling and Robertson (F and R)
- Gradient
- Hazen
- HDR
- Highfill Infrastructure
- JMT
- KCA – Kissinger
- KCI Associates
- Kimley Horn
- LKC
- McAdams
- NVS
- RK and K
- S and ME
- The Wooten Company
- Transystems
- Wetherill Engineering
- Withers Ravenel

Attachments

- CN7-A1: Request for Qualifications with Addendums – Contract Multi-Year Master Service Agreements
- CN7-A2: Template - Master Agreement for Architectural, Engineering, and Surveying Services – On Call Services
- CN7-A3: List of Submittals, Selections, and Associated Program Areas



Request for Qualifications

On-Call Engineering, Surveying, and Construction Engineering and Inspection (CEI) Services

February 19, 2025

I. Introduction

Through this Request for Qualifications (RFQ), the Town of Apex (Town) is soliciting qualified and competent firms/consultants licensed in the State of North Carolina to provide on-call Engineering, Surveying, and Construction Engineering and Inspection (CEI) Services for assistance with various municipal tasks. The Town is seeking several firms whose combination of experience and expertise will provide timely, professional services. Interested firms are invited to submit a Statement of Qualifications (SOQ) package for consideration no later than 12:00 PM on March 21, 2025.

The Town anticipates needing professional services in the following program areas. Firms may submit qualifications for any or all the following categories:

1. Water Distribution
2. Sanitary Sewer Collection
3. Wastewater Treatment
4. Stormwater
5. Dam and Reservoir
6. Greenway Design
7. Surveying
8. Environmental, Geotechnical, and Construction Materials Testing (CMT)
9. Transportation Planning and Design
10. Construction Engineering and Inspection (CEI)
11. Special Inspections

Proposers must indicate the program area(s) in which they wish to be considered. Please see Section II for more information on each program area.

The Town intends to select multiple firms for each of the eleven (11) categories listed above, unless there is only one qualified firm for a given program area. It is anticipated that each selected will execute a Master Service Agreement for On-Call Professional Services (MSA) with the Town and Task Orders subject to the MSA will be executed as projects arise. The RFQ process and the signing of an MSA will not replace the RFQ process for any specific Town project that is announced in the future, and any firm selected in response to this RFQ will not be considered for any future announced projects unless it responds directly to that announcement.

II. Scope of Services

It is a requirement that firms, or their subconsultants, be able to provide **all** the services outlined below in each program area for which they submit qualifications. The services required will vary depending on the scope of services requested for a particular project. Services required may include all or part of the following:

1. Water Distribution
 - Preliminary engineering/studies (estimating, water quality, feasibility, etc.)
 - Water line inventory and condition assessment
 - Water master planning
 - Water system hydraulic modeling
 - Risk and Resilience Assessments

- Emergency Response Plans
 - Fire flow analysis/hydrant testing
 - NCDOT/Railroad encroachments
 - Riparian buffer and wetland delineation
 - Environmental permitting
 - Design and permitting water distribution to include extensions, replacements, or rehabilitation
 - Design and permitting water storage tanks
 - Compiling Contract documents/technical specifications
 - Bidding assistance
 - As-Built survey and record drawings
 - All services listed under Surveying Scope of Services
 - All services listed under Environmental, Geotechnical, and CMT Scope of Services
 - All services listed under CEI Scope of Services
2. Sanitary Sewer Collection Scope of Services
- Preliminary engineering/studies (estimating, infiltration, etc.)
 - Sewer line inventory and condition assessment
 - Sewer master planning
 - Sewer system hydraulic modeling
 - Risk and Resilience Assessments
 - Emergency Response Plans
 - Fire flow analysis/hydrant testing
 - NCDOT/Railroad encroachments
 - Riparian buffer and wetlands delineation
 - Environmental permitting
 - Design and permitting gravity sanitary sewer, and pressurized sanitary systems to include extensions, replacements, or rehabilitation
 - Design, or design review, of new pump stations and pump station improvements/rehabilitation
 - Compiling Contract documents/technical specifications
 - Bidding assistance
 - As-Built survey and record drawings
 - All services listed under Surveying Scope of Services
 - All services listed under Environmental, Geotechnical, and CMT Scope of Services
 - All services listed under CEI Scope of Services
3. Wastewater Treatment Scope of Services
- Preliminary engineering
 - Permitting assistance
 - Regulatory assistance
 - Process troubleshooting and optimization
 - Design of treatment facility improvements or rehabilitation
 - Compiling Contract documents/technical specifications
 - Bidding assistance
 - As-Built survey and record drawings
4. Stormwater Scope of Services
- Preliminary studies
 - Asset inventory, assessment, and asset management

- Storm drainage system alternatives analysis, recommendations, design
- Water quality analysis, design and permitting including green stormwater infrastructure (GSI)
- Stormwater control measure (SCM) feasibility studies, recommendations, design
- Floodplain management studies, master planning, and modeling studies
- No-rise or CLOMR/LOMR Floodplain permitting and modeling
- SCM retrofitting and SCM rehabilitation
- Stream restoration design and permitting
- Channel stabilization design and permitting
- Development of water quality recovery plans, monitoring plans for TMDLs, and other watershed protection initiatives
- Riparian buffer, stream, and wetlands delineation
- Environmental permitting
- Stormwater data management, analysis, and geographic information systems (GIS)
- Compiling Contract documents/technical specifications
- Bidding assistance
- As-Built survey and record drawings
- All services listed under Surveying Scope of Services
- All services listed under Environmental, Geotechnical, and CMT Scope of Services
- All services listed under CEI Scope of Services

5. Dam and Reservoir

- Preliminary studies, alternatives analysis, and dam design
- Spillway and outlet design
- Dam safety inspection, analysis, asset management, and recommendations
- Embankment armoring design
- Emergency Action Plans and breach inundation analysis
- Structural analysis
- Environmental permitting
- Compiling Contract documents/technical specifications
- Bidding assistance
- As-Built survey and record drawings
- All services listed under Surveying Scope of Services
- All services listed under Environmental, Geotechnical, and CMT Scope of Services
- All services listed under CEI Scope of Services

6. Greenway Design

- Preliminary studies
- Greenway Design services
- Structural design and structural evaluation
- Flood studies/no-rise or CLOMR/LOMR permitting
- SEPA/NEPA documentation
- Tree surveys
- NCDOT encroachments
- Compiling Contract documents/technical specifications
- Bidding assistance
- As-Built surveying and record drawings
- All services listed under Surveying Scope of Services
- All services listed under Environmental, Geotechnical, and CMT Scope of Services

- All services listed under CEI Scope of Services
7. Surveying Scope of Services
 - Boundary surveys
 - Deed research for existing easements
 - Preparation and recordation of easement plats
 - Topographic/design surveys
 - Levels A & B Subsurface Utility Engineering (SUE)
 - Easement staking for existing easement clearing activities
 - Construction staking
 - As-Built surveys
 - Record drawings
 8. Environmental, Geotechnical, and CMT Scope of Services*
 - Riparian buffer, stream, and wetlands delineation
 - Environmental permitting
 - Phase I and II Environmental Site Assessments
 - Soil contamination testing
 - Stormwater master planning
 - Geotechnical engineering, investigation, and design
 - Soil, aggregate, and pavement density testing
 - Concrete compressive strength preparation and testing
 - Construction materials testing
 9. Transportation Planning and Design
 - Public outreach and involvement
 - Federal/state environmental survey, documentation, and permitting
 - Functional design alternatives development
 - Feasibility study report
 - Preliminary and final roadway design plans
 - Structural design plans
 - Traffic volume counts
 - Traffic forecasting
 - Traffic capacity analysis
 - Traffic signal warrant study
 - Traffic signal design plans
 - Traffic signal communication plans
 - Utility coordination and Utility Make Ready (UMR) plans
 - Traffic signal coordinated timing plans and implementation
 - Construction cost estimation
 - Compiling Contract documents/technical specifications
 - Bidding assistance
 - All services listed under Surveying Scope of Services
 - All services listed under Environmental, Geotechnical, and CMT Scope of Services
 - All services listed under Stormwater Scope of Services
 - All services listed under CEI Scope of Services
 10. Construction Engineering and Inspection
 - Construction administration
 - Construction engineering
 - Field inspection and observation

- RFI and submittal review and recommendation
- Shop drawing reviews
- Pay request review and recommendation/approval
- Preconstruction and progress meetings
- Quantity tracking
- Supplemental agreement reviews
- Claim review and recommendations
- Job site and work zone safety
- As-built review
- Project closeout processes

11. Special Inspections*

- Foundations
- Retaining walls
- Concrete work
- Masonry work
- Steel structures and connections
- Welding inspections
- Water proofing
- Roofing
- Fireproofing
- Reinforcement steel
- Form work
- Mechanical connections
- Other Special Inspections as outlined in Chapter 17 of the NC Building Code

*Firms are not required to provide all services listed under program areas #7 and #11 to submit a statement of qualifications. The statement of qualifications for program area #7 and #11 shall **clearly identify** the specific qualifications they are submitting for in the cover letter.

III. **SOQ Requirements**

The SOQ should follow the format outlined in this section. If submitting qualifications for multiple categories, **Items 3 through 7 are to be provided separately for each category, with a tab for ease of reference.**

1. Cover Letter: A clear and concise introduction, which shall identify the firm's primary contact person for the SOQ, acknowledge receipt of any amendments to the RFQ, identify the categories for which the firm is submitting qualifications, and summarize why the town should select your firm to provide on-call services for the categories of interest.
2. Firm Profile: Provide the following information:
 - a. Brief history of the firm
 - b. Location and contact information for the firm's corporate headquarters
 - c. Location(s) and contact information for any branch office(s) that may be utilized to provide on-call services to the town
 - d. Number of employees (overall and for each identified branch office)
 - e. Type of ownership and parent company, if applicable, and any pending ownership changes
 - f. Identify any claim or litigation involving the firm within the last five years, or provide a statement that none exists

3. Project Understanding and Approach: A detailed narrative that demonstrates an understanding of the town's needs and describes how those needs would be met. Identify services that are typically provided in-house by the firm's local or North Carolina offices, services that are available from the firm's out-of-state offices, and services for which a subconsultant is typically utilized.
4. Qualifications and Experience: At least four relevant projects completed by the firm. Include the following information for each project listed:
 - a. Project description
 - b. Project start and completion dates (if ongoing, provide the status and projected completion date)
 - c. Engineer's estimated cost, bid cost, and final cost (an explanation to significant differences in cost may be provided)
 - d. Scope of services provided by the consultant
 - e. Subconsultants utilized (if any)
 - f. Summary of the similarities to this project
 - g. Name, title, email address, and phone number of owner reference.
5. Project Team: Identify all personnel, including subconsultants that will be directly involved in an on-call project. Provide a brief resume for each team member which includes office location, general qualifications (education, professional registrations, certifications, etc.), years of experience (with current firm and other firms), role for this project, and role for any projects listed in the Qualifications and Experience section of the SOQ.
6. Project Management and QA/QC: Briefly describe the firm's procedures and processes for project management and quality assurance and quality control throughout all phases of a project.
7. References: Letters of recommendation, evaluation forms, or other forms of recommendation from references of relevant projects.

Submittals shall not exceed the following page allowances, which are determined by the number of categories for which qualifications are submitted:

Number of Categories Submitted	Page Allowance
1	14
2	22
3	30
4	38
5	46
6	54
7	62
8	70
9	78
10	86
11	94

All pages shall be 8.5"x11". Page count includes any cover sheet. Page allowance is per page; double-sided pages count as two (2) pages.

Evaluation Criteria & Selection Process

SOQs will be evaluated based on the following criteria:

1. Firm and Team Experience (40%)
2. Project approach and understanding (30%)
3. Availability and accessibility of project team members (15%)
4. References (15%)

SOQs will be evaluated by selection committee(s) comprised of staff from Water Resources, Parks and Recreation, Administration, and Transportation and Infrastructure Development. Following an initial evaluation of the SOQs, the committee(s) may conduct interviews with top candidates.

Contract Requirements

Selected firms will be invited to execute an MSA that will terminate on June 30, 2028, unless terminated sooner in accordance with the terms of the MSA. Individual projects will be negotiated and as agreed upon through the execution of task orders subject to and incorporating the MSA.

Selection as an on-call consultant and execution of an MSA does not guarantee any amount of work or payment. The Town will select, or will not select, a consultant from those selected in response to this RFQ for each give project in its sole discretion and judgement.

Executed task orders under the MSA shall be limited to a contract value not to exceed \$350,000.

IV: Submittal Procedure

The SOQ must be submitted in both hardcopy and electronic format no later than **12:00 PM on March 21, 2025**. It is the sole responsibility of the consultant to ensure that the SOQ is received by the established deadline and at the proper location. Late submittals will not be accepted.

Hardcopy Submittal: Five (5) hardcopies of the SOQ shall be enclosed in a sealed package, addressed to the Town of Apex, and delivered to 105-B Upchurch Street, Apex, NC 27502 (Water Resources Administration Building). The name and address of the submitting firm, RFQ Number **(UE2101)** and the RFQ Title (On-Call Engineering, Surveying, and Construction Engineering and Inspection (CEI) Services) shall be clearly visible on the outside of the package. Hardcopy submittals shall not be sent via USPS to ensure timely delivery. If chosen, USPS deliveries shall be addressed to PO 250, Apex, NC, 27502.

Electronic Submittal: The SOQ must be submitted electronically (pdf format) via the Town's BidNet portal. Visit bidnetdirect.com/north-carolina/townofapex (ref. # UE2101) to view additional project requirements and to upload the SOQ. **Please note that additional information and amendments to this RFQ will be posted to BidNet.** It is the responsibility of the respondent to monitor the site accordingly.

Any questions related to the RFQ must be submitted via the Q&A section of the BidNet portal or emailed to jonathan.jacobs@apexnc.org. **The deadline for questions is March 14, 2025.** Questions posed by any other means or after the deadline will not receive a response.

The consultant shall bear full responsibility for all costs incurred in the development and submittal of the SOQ, including costs associated with interviews. All submissions shall become the exclusive property of the Town of Apex and may be disclosed to third parties.

Addendum #1

1. For SOQ Requirement #7 References:
 - a. Will References count towards the page allowance? **Yes; to clarify, full-page reference letters are not required.**
 - b. Is providing quotes or brief narrative from references with contact information acceptable? **This is acceptable. Quotes or narratives shall be the original language provided by the reference and not summarized or paraphrased.**
 - c. Is there a form or other standard documentation the Town would like to have filled out to meet this requirement? **No. This can be incorporated within the SOQ, as desired.**
2. Many Categories/Program Areas require the submittal of qualifications for other program areas scope of services. For example, Water Distribution requires all services listed under Surveying scope of Services, Environmental, Geotechnical, and CMT Scope of Services, and CEI Scope of Services.
 - a. Is it acceptable for qualifications to meet these needs to be shown within the submitted program area or are we required to also submit for the additional Program Areas? **You must submit the additional program areas, as desired. For example, if you are submitting for Water Distribution program area, but do not have a desire to submit for the Surveying program area on its own, you would list those qualifications/experience under Water Distribution. If there is a desire to submit for both the Water Distribution and Surveying program areas, the requirements for both disciplines shall be provided as outlined in the RFQ, even if there is duplicative information. Each discipline will be evaluated independently, and may not include the same evaluation team.**
 - b. It is our understanding that providing these qualifications within the primary program area would not increase page allowance to accommodate the supplemental services. Is this correct? **That is correct. The primary program area should be the focus with justification the additional services can be met in order to complete those services. Since the other services are considered auxiliary to the primary program, the evaluation will be focused on the ability to perform the primary programs.**
3. Can the Town please provide additional clarification about the requirements for the category scope bullet items that reference other categories? **See Question 2.**
4. For example, if we are submitting on Category 9 – Transportation Planning and Design, the RFQ lists that we must be able to provide all services in Survey (Cat 7), ENV (Cat 8), Stormwater (Cat 4) and CEI (Cat 10). Are we required to also submit qualifications for each of those additional categories – or is simply including those services as part of our project team resumes and experience for Category 9 acceptable? **See Question 2.**
5. Can we show project experience required in Section 4 (Qualifications and Experience) as individual experience gained independently by members of our team, or must the projects be firm experience? **Section 4 is the qualification and experience of the firm, so projects highlight must have been completed by the firm/team submitting the SOQ. If there is individual experience desired to be highlighted that was done in a previous role, it should be highlighted on the individual resume in Section 5.**
6. Do references required in Section 7 (References) count against the page count? **See Question 1.**

7. Are there M/W/DBE % requirements for the contract? The Town does not have a M/W/DBE % requirement for professional services, but adheres to the requirements of 2 CFR § 200.321 per the Town of Apex Purchasing Policy.
8. Is NCDOT prequalification required? Does evidence of prequalification (NCDOT Pre-qual Letter) need to be included with the SOQ? Will that be excluded from the page count limitation? NCDOT prequalification is not required, but any prequalification codes should be identified in the SOQ. NCDOT Prequalification may be required to be selected for certain projects based on the funding source but is not a requirement to be selected under this advertisement.
9. III.4.c Engineer's estimated cost, bid cost, and final cost may not be applicable for all projects. Should it be noted as N/A in those instances? That is acceptable for non-construction projects, however a final cost, or estimated final cost, of any non-construction project shall be provided. For construction projects, N/A is acceptable if those are not applicable, or have not occurred yet based on the schedule.

Addendum #2

Questions & Answers - 1

Solicitation UE2101. - RFQ - On Call Engineering, Surveying and Construction Engineering and Inspection
Buying Organization Town of Apex

No	Question/Answer	Question Date
Q1	<p>Question: Pricing Required?</p> <p>Is pricing or a fee schedule required? The upload section under the pricing tab states, "Don't forget to attach your pricing in the "Documents" section." If so, when printed should it be in a separate sealed envelope?</p> <p>Answer: There are no hourly rate or pricing information required for this RFQ.</p>	02/26/2025
Q2	<p>Question: Clarification</p> <p>On page 5 of the RFQ, it is stated that firms are not required to provide all services listed under program areas #7 or #11. However, the asterisk is marked next to categories #8 and #11. Can you please clarify which two categories are not required to provide all services?</p> <p>Answer: This is a typo based on a last minute change to the program areas. The asterisks are located next to the correct program areas, where all services are not required. Environmental, Geotechnical, and CMT and Special Inspections, #8 and #11 are NOT required to be able to provide all services listed under the program area.</p>	02/28/2025
Q3	<p>Question: Clarification</p> <p>Can you please share the type of projects anticipated under this contract?</p> <p>Answer: The Town's CIP is located within the Town's budget which can be found on the Town's website. Other projects will be related to the specific scopes listed under each program area.</p>	02/28/2025

Addendum #3

1. RFQ page 6 notes that the “page count includes any cover sheet.”
 - a. Do a front cover, back cover, and/or a cover letter count as a “cover sheet” and are therefore included in the page count? **A front or back cover that does not include any information beyond the name of the firm and/or the name of the RFQ will not be considered in the page count. If the pack includes any information beyond that, it will be considered a page of the submittal.**
 - b. RFQ page 5 notes that “Items 3 through 7 are to be provided separately for each category, with a tab for ease of reference.” Do tabs count in the page count? **If the tab is a separate page, with NO information on it, it will not count toward the page count.**
2. RFQ page 6 requests under Item 7 “References: Letters of recommendation, evaluation forms, or other forms of recommendation from references of relevant projects.”
 - a. Does the Town have a Letter of Recommendation form you would like us to use, or a suggested format? Since we are including client references for each of our featured projects, can the Town clarify the intention of these additional references and how many we should include? **See addendum #1.**
 - b. Do these reference forms/letters count in the page count? **See addendum #1.**
3. Many of the program areas include reference to others; for example:
 - All services listed under Surveying Scope of Services
 - All services listed under Environmental, Geotechnical, and CMT Scope of Services
 - All services listed under CEI Scope of Services
 - a. To be considered fully responsive, do proposing firms need to provide qualifications for the related program areas as well? For example, if we are proposing on Category 1 Water Distribution, do we also need to propose on Categories 7, 8, and 10? **See addendum #1.**
4. The very end of Section II in the RFQ includes the following statement pertaining to asterisked items:
 - *Firms are not required to provide all services listed under program areas #7 and #11 to submit a statement of qualifications. The statement of qualifications for program area #7 and #11 shall clearly identify the specific qualifications they are submitting for in the cover letter.
 - a. However, program area #8 is asterisked in the RFQ, not program area #7. Can the you please clarify which program areas this qualifying statement pertains to? **See addendum #2.**
5. The deadline for submitting written questions is March 14, while the proposal submittal deadline is March 21 at 12:00 pm. Would the Town consider extended the proposal due date to allow more time between the question responses and submittal? **The deadline will not be extended.**

Addendum #4

Questions & Answers - 2

Solicitation UE2101. - RFQ - On Call Engineering, Surveying and Construction Engineering and Inspection
Buying Organization Town of Apex

No	Question/Answer	Question Date
Q4	<p>Question: Scope of Services</p> <p>1.Many of the program areas include reference to others; for example:</p> <ul style="list-style-type: none"> • All services listed under Surveying Scope of Services • All services listed under Environmental, Geotechnical, and CMT Scope of Services • All services listed under CEI Scope of Services <p>To be considered fully responsive, do proposing firms need to provide qualifications for the related program areas as well? For example, if we are proposing on Category 1 Water Distribution, do we also need to propose on Categories 7, 8, and 10?</p> <p>Answer: See addendum #3</p>	03/03/2025
Q5	<p>Question: Services areas 7 and 11</p> <p>2.The very end of Section II in the RFQ includes the following statement pertaining to asterisked items:</p> <p>*Firms are not required to provide all services listed under program areas #7 and #11 to submit a statement of qualifications. The statement of qualifications for program area #7 and #11 shall clearly identify the specific qualifications they are submitting for in the cover letter.</p> <p>However, program area #8 is asterisked in the RFQ, not program area #7. Can the Town please clarify which program areas this qualifying statement pertains to?</p> <p>Answer: See addendum #3</p>	03/03/2025
Q6	<p>Question: Deadline Extension</p> <p>3.The deadline for submitting written questions is March 14, while the proposal submittal deadline is March 21 at 12:00 pm. Would the Town consider extended the proposal due date to allow more time between the question responses and submittal?</p> <p>Answer: See addendum #3</p>	03/03/2025

1. Program Area 3 Wastewater Treatment Scope of Services does not include services listed under Surveying Scope of Services, Environmental, Geotechnical, and CMT Scope of Services, and CEI Scope of Services. In order to perform these additional services under Wastewater Treatment Projects, will a firm also need to submit for Program Areas 7, 8, and 10? Can these services be included in the services outlined for Program Area 3 in lieu of submitting for the program areas on their own, similar to what was explained in Addendum 1, Question 2?

Those services are not required for the Wastewater Treatment program area. If the submitter desires to add information related to the additional services areas in which they feel may be pertinent to a future project or scope of services, they may do so within the allotted page count for that program area. Firms will not be evaluated on those additional items, but may allow them to be eligible for projects that would require those additional services.

Alternatively, if those services are deemed necessary to perform a project, the Town may elect to perform those services under a separate contract or task order and provide the information to a consultant to use.

2. Should any legal statement (claims/litigation) focus on North Carolina specifically or consider national experience?

"Identify any claim or litigation involving the firm within the last five years, or provide a statement that none exists"

Any claim or litigation, regardless of the location

3. Is a landscape orientation (as opposed to portrait) permissible if page size adheres to the 8.5x11?

"All pages shall be 8.5"x11". Page count includes any cover sheet. Page allowance is per page; double-sided pages count as two (2) pages."

There is no requirement of portrait vs landscape, so a landscape orientation may be provided as long as it meets the submittal requirements.

4. The RFQ Item 7 says "....forms of recommendation from references of relevant projects" and "Item 4. Says provide at least four relevant projects completed by the firm" (for each category). So I interpret this as we need a reference for all listed ("relevant") projects, which turns into a lot of references to gather and possibly a lot of work on some Owner staff (such as Apex) that will likely have multiple consultants asking for references.

Item 7 is a true letter, quote, or some type of recommendation or reference of a prior project as further described in Addendum #1. Under Item 4, this only must be a project contract/reference in the event the Town were to want to follow up on that specific project. It is not expected for the SOQ to also have true reference letters or quotes for every project example provided.

Addendum #5

Questions & Answers - 3

Solicitation UE2101. - RFQ - On Call Engineering, Surveying and Construction Engineering and Inspection
Buying Organization Town of Apex

No	Question/Answer	Question Date
Q7	<p>Question: IV: Submittal Procedure</p> <p>This section states the SOQ must be submitted in both hardcopy and electronic format. Is this the case for all categories or only some?</p> <p>Answer: Section IV is applicable to all program areas and the requirements are the same regardless of which program requirements you are submitting for.</p>	03/03/2025
Q8	<p>Question: Priming and Teaming</p> <p>We are planning on priming this pursuit and have been asked to sub to another firm. Is this allowed?</p> <p>Answer: Yes, we are requesting SOQs from a Team, which can include subconsultants. This might be necessary to provide all the services within the program area.</p>	03/05/2025

Addendum #6

Questions & Answers - 4

Solicitation UE2101. - RFQ - On Call Engineering, Surveying and Construction Engineering and Inspection
Buying Organization Town of Apex

No	Question/Answer	Question Date
Q9	<p>Question: Submittal Requirements</p> <p>For the hard copy documents, will the Town of Apex accept hand delivered packages? Are either FedEx or UPS accepted by the Town of Apex?</p> <p>Answer: Yes; for hand-deliveries, FedEx, or UPS, the address 105-B Upchurch Street, Apex, NC 27502 shall be used. If USPS is desired (not recommended), they should be mailed to PO Box 250, Apex, NC 27502. We do not accept USPS directly at our location.</p>	03/06/2025
Q10	<p>Question: Construction Engineering & Inspection</p> <p>Will the Construction Engineering & Inspection services be for NCDOT or Federally Funded projects or Town funded projects?</p> <p>Answer: Projects may include all of the above, or a combination thereof.</p>	03/06/2025
Q11	<p>Question: Project Team</p> <p>In the Project Team section, the RFQ asks for firms to "provide a brief resume for each team member." Is it acceptable to include resumes for key project team members only, but show additional support staff names on the org chart?</p> <p>Answer: Yes, that approach is appropriate as long as it is provided for each program area, since staff involved may differ between program areas.</p>	03/07/2025
Q12	<p>Question: References</p> <p>How many references are we required to submit for each program area/category we are proposing on?</p> <p>Answer: There are no set number of references required for the RFQ. The submitter can determine how many are necessary, or applicable, based on the projects and jurisdictions submitted in the SOQ.</p>	03/07/2025
Q13	<p>Question: Team Resumes</p> <p>Do resumes count towards the page count?</p> <p>Answer: See addendum #1.</p>	03/10/2025

Addendum #7

Questions & Answers - 5

Solicitation UE2101. - RFQ - On Call Engineering, Surveying and Construction Engineering and Inspection
Buying Organization Town of Apex

No	Question/Answer	Question Date
Q14	<p>Question: Section Layout</p> <p>With sections 3-7 being duplicated for each category, do you prefer that they are Section 3: Category 1; Section 3: Category 2; Section 4: Category 1; Section 4: Category 2 etc where they are sequential. OR would you rather have Category 1 with Sections 3-7 in order for that category followed by Category 2 and its Sections 3-7 and so forth?</p> <p>Answer: Section 3-7 should be provided in sequential order for each program area. Each program area will have a unique review team, so the information for that program area should be clustered accordingly.</p>	03/10/2025
Q15	<p>Question: Resumes - Page Count</p> <p>Could you please clarify if the proposed team resumes count toward the total page count. There is no reference regarding in Addendum 1 that clarifies if the resumes count toward the total page count.</p> <p>Answer: Resumes count toward the page count.</p>	03/11/2025
Q16	<p>Question: UMR Plans.</p> <p>Interpretation and expectation of UMR plans varies between municipalities. Can the Town of Apex provide more clarification on what is intended with UMR plans for the purpose of this RFQ? Are these similar to Utility By Other (UBO) plans?</p> <p>Answer: Yes; UMR should be used interchangeably with Utility By Others (UBO) plans. The consultant shall be able to coordinate with utility providers to design and permit relocations associated with Town projects under this program area, including any necessary encroachments.</p>	03/12/2025
Q17	<p>Question: Project Management, QA/QC, and References</p> <p>A majority of our project management and QA/QC procedures are standardized for our firm across all disciplines. In addition, our references have a lot of overlap. Would the Town consider removing items 6 and 7 from the requirement for each individual category, and instead, allow items 6 and 7 to be submitted once (as separate tabs) for the entire submittal?</p> <p>Answer: Due to the diversity between several of the program areas and the Town will not consider eliminating this requirement. Eliminating this requirement may give a disadvantage to a firm that does not have the same characteristics of your firm or firms that require a sub-consultant for some program areas.</p>	03/12/2025

Addendum #8

1. Are references required for subconsultant team members? **References for subconsultants are not specifically required since subconsultants are not required, but recommended to be provided for projects highlighted performed by the subconsultant.**
2. Can all references be placed together in one section/appendix and used to cover multiple disciplines/categories, as long as the applicable category(ies) are identified on each reference? Or do the references need to be separated (repeated) into each discipline/category section? **References should be provided as noted in Addendum #7, Q&A Document 5.**
3. Do subconsultant Firm Profiles also need to be included in the Firm Profile section, or should the Firm Profile section include the Prime only? **The firm profile should include details for the entire team, including any subconsultants. The same information provided for the prime consultant should be provided for all subconsultants.**
4. If a firm has performed work for the Town of Apex (or has an active contract with the Town), is it permissible to request and include a reference from Town staff? **A prior reference is acceptable, but newly references are not, as many of the staff a reference would be provided from will evaluating the SOQs.**
5. RFQ Page 5, requirement #2 Firm Profile, letter f, requests to "Identify any claim or litigation involving the firm within the last five years, or provide a statement that none exists." A question was asked about this requirement and clarified in Addendum No. 4, Question 2, in which the Town responded to include "Any claim or litigation, regardless of the location." Will this information count in the overall page count? **Yes, this information will count toward the page count.**
6. Can you please explain what the Town seeks when requesting firms to outline the "Summary of the similarities to this project" in each project provided, given that this RFQ is for an On-Call with no specific projects anticipated? **This should highlight similar on-call contracts based on the scope of services provided and/or projects identified in the Town's Capital Improvement Plan.**

Addendum #9

Addendum #8 Correction:

The following question and answer was provided in Addendum #8. After re-evaluation, the following correction should be used to answer Addendum #8, Question #3:

Question: Do subconsultant Firm Profiles also need to be included in the Firm Profile section, or should the Firm Profile section include the Prime only?

Corrected Response: A full firm profile is required for the prime firm listed on the submittal; the firm in which a Master Services Agreement will be executed with. Since subconsultants may be specific to an individual program area, they should be noted or highlighted in the individual program areas under section 3-7 using the criteria noted, as a minimum.

STATE OF NORTH CAROLINA

**MASTER AGREEMENT FOR
ARCHITECTURAL, ENGINEERING,
AND SURVEYING SERVICES**

COUNTY OF WAKE

THIS MASTER AGREEMENT FOR ARCHITECTURAL, ENGINEERING, AND SURVEYING SERVICES (hereinafter “Master Agreement”) is entered into this the ____ day of June, 2025, by and between, _____, a North Carolina _____ with its principal business offices located at _____ (the “Professional”), and the Town of Apex, a municipal corporation of the State of North Carolina (the “Town”). Town and Professional may be referred to individually as “Party” or collectively as “Parties” hereinafter.

WITNESSETH:

WHEREAS, Town is engaged in the development, planning, operation, design, construction, evaluation, and utilization of infrastructure in the Town, including water and sewer utilities, water distribution and sanitary sewer collection, wastewater treatment, stormwater control, dam and reservoir systems, streets, traffic management, sidewalks, transportation planning and design, and greenway facilities which from time to time require design, revision, engineering, evaluation, surveying, permitting, delineation, analysis, environmental, geotechnical, and construction materials testing, plat preparation, site assessment, construction inspection, construction administration, bid administration, and other related projects; and

WHEREAS, the professional services of engineers, architects, surveyors and others will from time to time in the future be needed by the Town for the services as described above; and

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

WHEREAS, pursuant to N.C.G.S. 143-64.31, it is the public policy of the State of North Carolina that municipalities announce all requirements for architectural, engineering, and surveying services, and select firms qualified on the basis of demonstrated competence and qualifications, and negotiate contracts for services at a fair and reasonable fee with the best qualified firm; and

WHEREAS, pursuant to N.C.G.S. 143-64.31, the Town announced to various competing firms its need for on-call professional services of the nature described in this Master Agreement through a “Request for Qualifications On-Call Engineering, Architectural, and Surveying Services” dated _____, 2025 (“RFQ”), and the Professional provided a proposal, titled “_____” and dated _____, 2025 (“Proposal”), and is

willing to serve as one of the Town's professionals for select services identified in the Proposal on an on-call basis for projects selected by the Town.

WHEREAS, the Professional was selected by the Town to perform the services in the following categories/program areas as identified and described in the RFQ:

_____. The RFQ is incorporated herein by reference.

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

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

1. REQUEST FOR TASK ORDER.

Professional is qualified and able, and hereby agrees to provide services for the Town as described in this Master Agreement and in the Proposal. As the need for professional services contemplated by this Master Agreement arise, and if the Professional is selected to provide those services, the Town will provide the Professional with a description of the work the Town is seeking, the final product and deliverables expected, and a description of the construction (if applicable) that will ultimately occur (the "Project"). If the Professional employs the qualified personnel that meet the Town's requirements to perform the requested services, Professional shall submit to the Town within the time specified a written scope of work describing the necessary architectural, engineering, surveying, geotechnical and/or other services, guidance, opinions and advice to be provided, including a description of the basic and additional services, specifications, estimated schedule, costs, and deliverables proposed ("Task Order"). The Task Order shall set forth in general terms the Professional's recommendations to carry out the work. Professional shall list the background and experience of Professional's personnel to be assigned to the Project as requested by Town. The Task Order shall contain a fee schedule setting forth the fees for the services of the various categories of personnel to be assigned to the Town's Project. In the event of a conflict between the terms of a Task Order and this Agreement, this Agreement shall control.

For some Projects, the Town may utilize a version of the 2013 Engineers Joint Contract Documents Committee (EJCDC) construction documents (or future versions of said documents) in contracting with a construction contractor. Professional recognizes and agrees that execution of these EJCDC documents between the Town and a contractor places certain responsibilities on the Professional if selected for a Project in which these documents are utilized, including but not limited to, acting as the Town's representative, assuming all duties and responsibilities, and

having the rights and authority assigned to the engineer in the contract documents, as defined in the EJCDC documents. By executing this Master Agreement Professional is acknowledging that Professional is familiar with said EJCDC documents and the responsibilities of Professional associated with the use of EJCDC Documents, and if selected as the Professional on a Project utilizing said documents Professional hereby agrees to those obligations and responsibilities.

2. ACCEPTANCE OF TASK ORDER.

The Town and the Professional contemplate certain discussions, negotiations and possible changes to the Task Order submitted by the Professional. Upon a meeting of the minds, Professional shall submit the final Task Order which shall set forth the agreement of the Parties. If said Task Order is acceptable, the Parties shall agree to the final version in writing. Professional will not proceed with any work pursuant to the Task Order until the Task Order has been fully executed by both Parties.

3. CONTENTS OF TASK ORDERS.

Task Orders shall include, at a minimum, the following information related to the subject Project:

1. Scope of Work and Basic Services to be completed by the Professional and associated costs.
2. Additional Services of the Professional (if applicable) and associated cost.
3. Services Not Included.
4. Expectations/Responsibilities of the Town.
5. Professional's staff members to be assigned to the Project.
6. Professional consultants to be engaged to work on the Project (if any).
7. Schedule(s).
8. Deliverables.

In the event that during the several stages of development of Professional's plans the Professional's opinion of construction cost together with design fees exceeds the funds available for the design and construction of a Project, then the Town shall have the right to require the Professional, without any additional cost to the Town, to modify its plans and specifications or redesign the Project as may be necessary to bring the construction cost plus design fees within the funds available for the Project. The Town may reduce the scope of the Project if such reduction is deemed necessary in order to not exceed the available funds for the Project.

4. TIME OF COMMENCEMENT AND COMPLETION.

This Master Agreement shall terminate on June 30, 2028, unless terminated sooner in accordance with the terms of this Master Agreement. Professional shall commence and complete the work detailed in an individual Task Order entered into pursuant to this Master Agreement in

accordance with the dates provided in the Task Order as agreed upon by the Parties. In the event a Task Order is fully executed prior to the end of the term of this Master Agreement, but said term expires while the Project is ongoing, the terms of this Master Agreement shall continue to apply until the completion of the Project despite the termination date of the Master Agreement. Professional shall immediately notify the Town of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any work pursuant to a Task Order or this Master Agreement so that remedial action may be taken. Professional shall not begin any work pursuant to this Master Agreement or a Task Order until written confirmation has been provided by the Town. If Professional has not satisfactorily commenced or completed the work within the times specified in a Task Order, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies. Any changes to the schedule(s) provided in the Task Order must be agreed to in writing by the Town and the Professional. If a change in schedule does not include a change in cost, electronic email between the Party representatives identified in Section 15 of this Master Agreement shall be sufficient to constitute "in writing."

5. PAYMENT OF SERVICES.

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

6. PROFESSIONAL STANDARDS AND DUTIES OF PROFESSIONAL.

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

7. CONSULTANT AS CONSTRUCTION AND/OR BID ADMINISTRATOR.

In the event a Task Order includes construction and/or bid administration the Professional shall comply with the following, unless a Task Order specifically states otherwise:

A. Bidding Administrator

Unless specifically agreed to otherwise in a Task Order, Professional will assist Town in preparing the Bid Advertisement, Bid form, Instructions to Bidders, specifications, and prepare a bid set of drawings or plan sheets. Electronic copies of the drawings

and specifications will be provided in a format acceptable to Town. Town will post Bid Documents on-line and through any other method it deems appropriate. All bid administration activity shall be conducted in accordance with Chapter 143 of the NC General Statutes. Professional will conduct a pre-bid meeting, respond to bidder questions or requests for information, issue any addenda, and conduct a public bid opening. At the conclusion of bidding, Professional will receive and tabulate all bids received and submit bid tabulation and a contractor selection recommendation letter to the Town.

B. Construction Administration

Professional will conduct a pre-construction meeting with the selected contractor and Town. Professional will attend progress meetings on site on a schedule identified in the Task Order. Professional will also attend a substantial completion and final completion walkthrough and provide a recommendation to Town as to whether the construction is substantially or finally complete. Professional will prepare all construction related paperwork and will review and respond to all submittals and Requests for Information (RFIs). Professional will review pay applications from the contractor and make recommendations to Town as to their accuracy and whether payment is warranted. Professional will also review change order proposals and make recommendations to Town as to whether they are appropriate and accurate. Professional will prepare agendas and meeting minutes for all meetings. Professional shall be responsible for determining that each construction contractor provides work to the quality level specified and in accordance with plans and specifications.

8. TIME AND COST ESTIMATES.

Professional's cost estimates and time estimates for construction, if required as part of a Task Order, shall be made on the basis of current labor and material prices and the Professional's experience. Professional's estimates shall represent Professional's best judgment as an experienced and qualified professional familiar with the particular type of construction being proposed. Although Professional has no control over the resources provided by construction contractors to meet contract schedules, Professional's estimates or forecast of schedules shall be made on the basis of its experience and qualifications and shall represent Professional's best judgment as an experienced and qualified professional familiar with similar construction projects.

9. NON-EXCLUSIVE.

The Parties agree that this Master Agreement is non-exclusive and does not require or commit the Professional to being available to perform services until a Task Order is submitted, and does not preclude the Town from hiring other professionals to perform the same or similar work. The selection of a Professional for any particular Project is in the sole discretion of the Town and execution of this Master Agreement does not obligate the Town to request a proposal or Task

Order from Professional for any Project and does not guarantee any such work will become available during the term of this Master Agreement.

10. OWNERSHIP OF DOCUMENTS.

All designs, drawings, specifications, design calculations, notes and other works developed in the performance of this Master Agreement shall become the property of the Town and may be used on any other design or construction without additional compensation to the Professional. The use of the design, including tracings and specifications, by any person or entity, for the purpose other than the Project as set forth in this Master Agreement or a Task Order, shall be at the full risk of such person or entity and the Professional shall be relieved of any liability whatsoever, including claims for personal injury, property damage, or death as a result of such other use. The Parties acknowledge and agree that nothing in this section shall limit the ownership rights, access, or use of the above referenced works by the Professional.

11. INDEMNIFICATION.

To the extent permitted by law, the Professional agrees to 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 or omissions of the Professional.

12. APPLICABILITY OF LAWS AND REGULATIONS.

The Professional shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Wake, and the Town of Apex in the performance of the services outlined in this contract and any attached specifications. The Parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of North Carolina and all disputes hereunder shall be resolved in accordance with the laws of the State of North Carolina.

13. E-VERIFY COMPLIANCE.

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

14. QUALITY AND WORKMANSHIP.

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

15. INSURANCE.

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

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

16. DEFAULT.

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

17. TERMINATION FOR CONVENIENCE.

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

18. NOTICE.

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

TO PROFESSIONAL: Attn: _____

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

19. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Professional nor Town shall be in default of the provisions of this Master Agreement for delays in performance due to forces beyond the control of the Parties. "Forces beyond the control of the parties" shall mean, but is not limited to, delay caused by fire, flood, earthquakes, storms, lightning, natural disasters, epidemic, pandemic, war, riot, civil disobedience or events outside the control of the Parties.

20. NONWAIVER FOR BREACH.

No breach or non-performance of any term of this Master 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 Master 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.

21. CONSTRUCTION.

Should any portion of this Master 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.

22. 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 Master Agreement, and they rely on no such representations; that they have fully read and understood this Master Agreement before signing their names; and that they act voluntarily and with full advice of counsel.

23. SEVERABILITY.

In the event for any reason that any provision or portion of this Master 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 Master 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.

24. COUNTERPARTS.

This Master 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.

25. MODIFICATION.

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

26. BINDING EFFECT.

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

27. ASSIGNMENT.

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

28. INDEPENDENT CONTRACTOR.

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

29. NON-APPROPRIATION.

Notwithstanding any other provisions of this Master 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 Master Agreement for any fiscal year, this Master Agreement shall terminate immediately without further obligation of the Town.

30. IRAN DIVESTMENT ACT.

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

31. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Master Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Professional.

32. ANTI-HUMAN TRAFFICKING.

The Professional warrants and agrees that no labor supplied by the Professional or the Professional's subcontractors or subconsultants in the performance of this Master 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.

33. NONDISCRIMINATION.

Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Professional hereby warrants and agrees that Professional 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 Master Agreement. For the purposes of this Master 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.

34. ELECTRONIC SIGNATURE.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this Master Agreement and all documents related hereto, including

Task Orders, 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 Master Agreement and any related documents. If electronic signatures are used the Master 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 _____, 2025.

Professional: _____

Town of Apex

By: _____
Name (type or print)

Randal E. Vosburg, Town Manager

(Signature)

Title: _____

Attest:

(Secretary, if a corporation)

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

Jessica Murphy-Rhem, Interim
Finance Director

List of Submittals and Selected Firms																						Legend		
																						Selected	Not-Selected	
Firm Name	1: Water Distribution		2: Sanitary Sewer Collection		3: Wastewater Treatment		4: Stormwater		5: Dam and Reservoir		6: Greenway Design		7: Surveying		8: CMT		9: Transportation		10: CEI		11: Special Inspections		# of Program Areas	# of Program Areas
	Submitted	Selected	Submitted	Selected	Submitted	Selected	Submitted	Selected	Submitted	Selected	Submitted	Selected	Submitted	Selected	Submitted	Selected	Submitted	Selected	Submitted	Selected	Submitted	Selected	Submitted	Selected
AECOM							1	1	1	1	1						1	1					4	3
AMT																	1		1				2	0
Benesch							1		1		1						1						4	0
Black and Veatch	1	1	1	1	1																		3	2
Brown and Caldwell			1		1		1	1															3	1
CDM Smith	1		1		1	1	1		1														5	1
CJS Conveyance	1	1	1	1																			2	2
DRMP	1		1				1				1		1				1		1				7	0
ECS Southeast, LLC															1					1			2	0
ESP							1		1		1		1	1					1		1		7	1
Exult Engineering											1	1					1	1					2	2
Falcon Engineering															1	1					1	1	2	2
Freese and Nichols	1	1	1	1	1		1	1	1		1				1		1		1				9	3
Froehling & Robertson (F&R)															1	1					1	1	2	2
Gradient							1	1	1														2	1
Greenman-Pedersen, Inc (GPI)													1						1				2	0
Hazen	1	1	1	1	1	1	1	1	1	1													5	5
HDR	1	1	1	1	1		1																4	2
Highfill Infrastructure	1	1	1	1	1																		3	2
HW Lochner																	1						1	0
Infrastructure Consulting & Engineering							1						1		1		1		1				5	0
JMT																			1	1			1	1
KCA - Kissinger							1				1	1			1		1	1	1		1		6	2
KCI Associates	1		1				1	1	1				1		1		1						7	1
Kimley Horn	1		1	1	1		1				1				1		1	1					7	2
Kittleson & Associates																	1						1	0
Kleinfelder			1												1				1		1		4	0
LKC	1		1	1	1								1										4	1
McAdams							1	1	1		1	1					1						5	2
NOVA Engineering															1					1			2	0
NV5							1				1	1	1	1	1	1	1	1	1	1			7	5
Pennoni											1		1										2	0
RK&K	1		1		1						1						1	1	1	1			6	2
S&ME									1						1	1					1		3	1
Summit Design and Engineering Services, Inc.							1				1						1		1		1		5	0
The Wooten Company	1		1	1	1		1						1						1				6	1
Timmons Group	1		1				1								1		1						5	0
Transsystems													1	1					1	1			2	2
VIAS Infrastructure																	1						1	0
Wetherill Engineering											1	1	1		1		1						4	1
WithersRavenel	1		1				1		1		1	1	1	1	1				1				8	2
WK Dickson	1		1		1		1																4	0

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 10, 2025

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

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

- May 13, 2025 - Regular Town Council Meeting Minutes
- May 20, 2025 - Town Council Work Session Minutes

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 - May 13, 2025 - Regular Town Council Meeting Minutes
- CN8-A2: **DRAFT** Minutes - May 20, 2025 - Town Council Work Session Minutes



DRAFT MEETING MINUTES

**TOWN OF APEX
REGULAR TOWN COUNCIL MEETING
TUESDAY, MAY 13, 2025
6:00 PM**

The Apex Town Council met for a Regular Town Council Meeting on Tuesday, May 13th, 2025 at 6:00 p.m. 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=yF98vo0t_tE

[ATTENDANCE]

Elected Body

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

Town Staff

Town Manager Randy Vosburg
Deputy Town Manager Shawn Purvis
Assistant Town Manager Marty Stone
Assistant Town Manager Demetria John
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 at **6:00 p.m.** He welcomed all who were in attendance and watching via the Town's Youtube Channel (livestream) and then took a moment of silence.

Mayor Gilbert recognized Information Technology Specialist Yunjun Jung's birthday, and then led those in attendance in the Pledge of Allegiance.

[CONSENT AGENDA]

Mayor Gilbert noted that on Consent Item 1, the applicant had requested a delay of the Public Hearing until June 24th, 2025

A **motion** was made by **Mayor Pro Tempore Gray**, seconded by **Councilmember Killingsworth**, to approve the Consent Agenda, with the delay of the Public Hearing for Consent Item 1 until June 24th, 2025.

VOTE: UNANIMOUS (5-0)

CN1 Annexation No. 790 - Lawrence Property PUD - Olive Chapel Road - 37.98 acres (REF: RES-2025-020, RES-2025-021, and OTHER-2025-037)

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 June 24, 2025, on the Question of Annexation - Apex Town Council's intent to annex 37.98 acres project entitled Lawrence Property PUD, and located on Olive Chapel Road, Annexation No. 790, into the Town Corporate limits.

CN2 Annexation No. 793 - New Hill Commons PUD - 40.72 acres (REF: RES-2025-022, RES-2025-023, and OTHER-2025-038)

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 May 27, 2025, on the Question of Annexation - Apex Town Council's intent to annex 40.72 acres project entitled New Hill Commons PUD, Annexation No. 793, into the Town Corporate limits.

CN3 Annexation No. 794 - Grace Christian School - 308 Thorn Hollow Drive - 63.50 acres (REF: RES-2025-024, RES-2025-025, and OTHER-2025-039)

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 May 27, 2025, on the Question of Annexation - Apex Town Council's intent to annex 63.50 acres project entitled Grace Christian School, located at 308 Thorn Hollow Drive, Annexation No. 794, into the Town Corporate limits.

CN4 Annexation No. 795 - Courtyards on Wimberly - Wimberly Road - 23.979 acres (REF: RES-2025-026, RES-2025-027, and OTHER-2025-040)

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 May 27, 2025, on the Question of Annexation - Apex Town Council's intent to annex 23.979 acres project entitled Courtyards on Wimberly, located on Wimberly Road, Annexation No. 795, into the Town Corporate limits.

CN5 Council Meeting Minutes - Various

Council voted to approve Meeting Minutes from the following meetings:

April 8, 2025 - Regular Town Council Meeting Minutes

April 15, 2025 - Town Council Work Session Minutes

April 22, 2025 - Regular Town Council Meeting Minutes

CN6 Encroachment Agreement - 2528 Gold Hill Court, New Hill NC (REF: CONT-2025-118)

Council voted to approve an Encroachment Agreement between the Town of Apex and property owners, Prakash Munirajulu and spouse, Nirmala Narasimha, for a concrete driveway that will encroach 112 square feet (SF) onto the Public Sanitary Sewer Easement and authorize the Town Manager, or their designee, to execute on behalf of the Town.

CN7 Multi-Year Agreement - Wake County and Town of Apex - Municipal Fire Protection - July 1, 2025 through June 30, 2028 (REF: CONT-2025-119)

Council voted to approve a multi-year agreement between the Town of Apex and Wake County, effective July 1, 2025 through June 30, 2028, to provide Fire Protection Services in the unincorporated areas of the district (Hipex District) and authorize the Town Manager, or their designee, to execute on behalf of the Town.

CN8 Ordinance Amendment - Chapter 14 Offenses and Miscellaneous Provisions, Article I - Establish Social District - Downtown Apex REF: ORD-2025-028 and PLCY-2025-006)

Council voted to adopt an ordinance establishing a Social District in Downtown Apex, effective June 07, 2025

CN9 Property Acquisition - 8421 Humie Olive Road - 1.81 acres (REF: CONT-2025-120)

Council voted to approve the acquisition of property located at 8421 Humie Olive Road in Apex, North Carolina, for a purchase price of \$437,410.00, to authorize the Town Attorney and Town Manager to make minor modifications to the Offer to Purchase and Contract not affecting the cost or acreage, and authorize the Town Manager or their designee to execute the Offer to Purchase and Contract and execute any other associated legal documents related to this acquisition.

CN10 Tax Report - March 2025 (REF: OTHER-2025-041)

Council voted to approve the Apex Tax Report dated April 10, 2025.

[UPDATES BY TOWN MANAGER]

Town Manager Vosburg gave an update on the following items:

- **Police Week** – May 11th – 17th is designated Police week and a formal proclamation will follow.
- **Memorial Day Closures** – Town Hall will be closed on May 26 in observance of Memorial Day and for more information on other Town services residents can visit the Town's website.
- **Peak Academy Attendance** – He welcomed the members of the Peak Academy attending the meeting.
- **Utility Billing Disruption** – the vendor for the utility bill printing and mailing stopped operations on Friday, and the vendor was acquired by another company. The Town is actively working with them and considering other vendors to help with the situation. Residents are encouraged to register on the eSuite portal to view bills online, this has not been affected. Residents that use paper bills can contact the Town for help accessing their billing information. There will be more updates to come as the utility billing vendor transitions move forward.

[REGULAR MEETING AGENDA]

Mayor Gilbert noted there was a request to add a Presentation 7 and to add an item for Closed Session.

A **motion** was made by **Councilmember Gantt**, seconded by **Councilmember Zegerman** to approve the Regular Meeting Agenda with the addition of Presentation 7 and an additional Closed Session item.

VOTE: UNANIMOUS (5-0)

[PRESENTATIONS]

PR1 Apex Public School Foundation - Quarterly Peak S.T.A.R. Awards - 3rd Quarter

Councilmember Mahaffey spoke about the award and partnering with the Apex Public School Foundation who help administer the award. He introduced Daine Talley from Apex Public School Foundation and asked her to speak about the foundation and to introduce the awardee.

1
2 **Ms. Talley**, Chair of the Teacher Grant Committee spoke on supporting the 19 local
3 area schools and the grant programs. She said there were 14 grants totaling nearly \$27,000
4 given out this year given from donations of local Apex Businesses and the community. She
5 said that the second program was Staff Recognition where each week they give a shout out to
6 teachers based on recommendations from the principals and once a quarter those
7 nominated teachers are evaluated against the mission to increase student engagement to
8 have inclusive programs and increase learning. She announced the winning teacher,
9 Stephanie Chase, a third-grade teacher, and gave information about Ms. Chase.

10
11 **Member Mahaffey** invited Ms. Chase up to receive the proclamation and take
12 pictures.

13
14 **Ms. Chase** said she loved her job and her team.

15
16 **PR2 Prestigious Peak Service Recognition**

17 **Mayor Gilbert** invited Tim Herman, Fire Chief, to talk about the presentation.

18
19 **Chief Herman** read about the event that took place for this proclamation. He said that
20 on March 30th, 2025, Mr. Alex Spori suffered a cardiac arrest at Pleasant Park, and he spoke
21 on all of the emergency measures that were taken to save this resident by civilians. He called
22 Assistant Chief David Dague and Captain Howard Miles to assist in recognizing the group for
23 their efforts in saving a life. He invited the Town employees who assisted to accept the award;
24 Miguel Arguello, Zachary Brown, Rachel Clark, Michaels Parker and Alyssa Williams to accept
25 the award and take pictures. He handed out a challenge coin to each.

26
27 **Mayor Gilbert** said that this is truly what Apex represents. He read the Prestigious
28 Peak Service Recognition award. He asked the Councilmembers to assist with presenting the
29 awards.

30
31
32 **PR3 Proclamation - Asian American, Native Hawaiian, and Pacific Islander Month -**
33 **May 2025 (REF: PRO-2025-020)**

34
35 **Mayor Gilbert**, along with the rest of the Town Council, read the Proclamation Asian
36 American, Native Hawaiian, and Pacific Islander Month - May 2025. He invited members of
37 the Food Lounge NCRTF; Lili Liu, Director, Raina Zhou, VP of Fundraising and Joshua Li,
38 Secretary, to accept the proclamation and take a picture.

39
40 **Lili Liu** spoke about the Food Lounge in CRTP and some background and history on
41 the organization. She spoke about donations that the organization has made to school
42 districts.

1
2 **Joshua Li** said that they were ecstatic to be here.

3
4 **Raina Zhou** said that they were very honored to be here. She said that the group
5 adopted Apex Greenway and has done fabulous work in the Town of Apex and other work.

6
7
8 **PR4 Proclamation - National Police Week and Peace Officer's Memorial Day 2025 -**
9 **Sunday May 11 through Saturday May 17, 2025 (REF: PRO-2025-021)**

10
11 **Mayor Gilbert**, along with the rest of the Town Council, read the
12 Proclamation National Police Week and Peace Officer's Memorial Day 2025 - Sunday May 11
13 through Saturday May 17, 2025. He invited all members of the Apex Police Department in
14 attendance to accept the proclamation and take pictures.

15
16 **ADDED AT THE MEETING - Proclamation - 56th Municipal Clerk's Week**

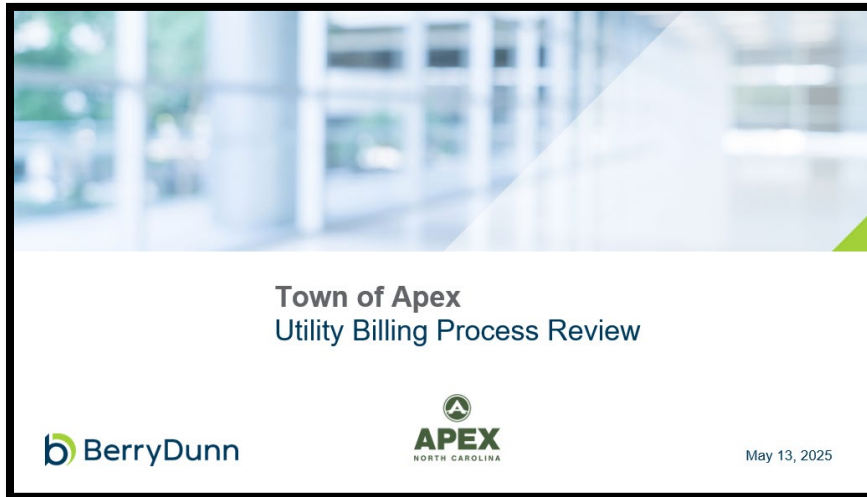
17
18 **Mayor Gilbert**, along with the rest of the Town Council, read the surprise
19 Proclamation for the 56th Annual Professional Municipal Clerks Week and invited the Town
20 Clerk Allen Coleman and Deputy Town Clerk Ashley Gentry to receive the proclamation and
21 take pictures.

22
23
24 **PR5 Utility Billing Third Party Review Update**

25
26 **Town Manager Vosburg** gave information on the process of the Utility Billing and
27 invited Project Manager, Berry Dunn McNeil and Parker, LLC to give a presentation.

28 **Mr. Hedstrom** introduced Sheree Ladner and then gave the following presentation:
29

1 **[SLIDE 1]**



2
3 **[SLIDE 2]**

Objective, Approach, and Status

Objective: The objective of the engagement is to review the current utility billing processes, understand the steps taken to recover from the security incident, and conduct a simulation of billing to confirm the steps taken in recovery and to identify any significant discrepancies.

Approach: The approach includes three key phases and numerous tasks and activities. In summary:

1. Discover current state processes including tools and technologies used
2. Conduct a simulated test of processes over a three-month period to compare to actual bills generated following the security incident
3. Summarize findings and recommend actions for the Town

Status:

1. Discovery and simulations are complete, BerryDunn has begun reviewing the simulation output files, with some files in varying formats. The timeline has been impacted by Town staff availability due to operations, competing projects, turnover, and weather-related closures.
2. 50 accounts from Cycle 1 and 50 accounts from Cycle 2 have been reviewed in detail as of May 9th. Additional spot-checking is ongoing.

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4
5 **[SLIDE 3]**

Preliminary Key Findings

The following preliminary key findings have been identified based upon the review of simulation testing output files:

1. In totality, the data indicates customers did not overpay.
2. The initial review shows a total under collection for Cycle 1 in the amount of approximately \$255,000 (approx. 2.4%).
3. The initial review shows a total under collection for Cycle 2 in the amount of approximately \$45,000 (approx. 0.4%).
4. Of the 100 total accounts reviewed in Cycle 1 and Cycle 2 to-date, a single account appears to have been overbilled by \$19.05 on 145,000 gallons usage. Accounts were sampled for a cross-section.
5. It appears the source of most inquiries in a given bill was due to timing and how credits and base charges were managed in an attempt to provide relief.
6. Due to the way in which data is available, analysis is time consuming and labor intensive.

3

1 [SLIDE 4]

Preliminary Paths Forward

Based upon the positive customer results to-date and the significant time and labor involved in reviewing customer accounts, the following preliminary paths are recommended for consideration at this time:

- A. Proceed with a full account by account review on a rolling basis
- B. Recognize the under-collection situation and proceed with no further review
- C. Initiate an opt-in account review campaign and otherwise pause a full review
- D. Isolate high usage accounts for review and otherwise pause a full review

Additional considerations:

- 1. Paths A, C, and D above will benefit from leadership clarification related to how customers who were under-charged will be managed as well as minimal thresholds for collection/credits.
- 2. The Town has paused collections and shutoffs for a significant (and growing) time period.
- 3. The upcoming replacement utility billing system implementation is requiring Town resources.

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3 [SLIDE 5]

BerryDunn

Questions and Discussion

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5 **Town Manager Vosburg** said that just to clarify, the entire system has been analyzed
6 but the in-depth account was done on 100 accounts.

7 **Mr. Hedstrom** said that it was correct. A complete analysis was done on the system as
8 a whole, and the town had under collected. The detailed review was done on 100 accounts.

9 **Councilmember Zegerman** asked to clarify that the numbers mentioned is on the
10 entire system not the subset of 100 accounts.

11 **Mr. Hedstrom** said that was correct.

12 **Mayor Gilbert** thanked Mr. Hedstrom for moving his schedule around to be able to
13 come. He asked about the amount of time that this took, stating that it was scheduled for
14 completion on February 28th.

15 **Mr. Hedstrom** said that there were several factors but the largest was competing
16 priorities with Town Staff and their time, also leadership turnover, some weather delays and
17 fieldwork were some of the contributing factors.

1 **Mayor Gilbert** said that he wanted the community to hear that due to some questions
2 that have been raised. He asked what the time period of analyzing the data.

3 **Ms. Ladner** said for cycle 2 it was a 2-month period and cycle 3 was a 3-month period.
4 She said that they also looked back at May and October and into last year's averages.

5 **Mayor Gilbert** said that there had been lots of questions about this. He gave
6 examples of some of the questions and would like a deeper analysis to be done. He asked if
7 the staff that was spoken to about any unusual bills.

8 **Mr. Hedstrom** said that to their knowledge they spoke to all of the staff and that they
9 did point out those questions.

10 **Mayor Gilbert** asked if they were asked specifically about noticing unusual bills.

11 **Ms. Ladner** said yes that they were asked this question.

12 **Mayor Pro Tempore Gray** asked if a scenario where there is a discrepancy in a billed
13 amount is a usual possibility on accounts with large consumption, even outside of the
14 cyberattack scenario.

15 **Mr. Hedstrom** said no, because they should have been charged 19 dollars less based
16 on their actual consumption.

17 **Mayor Pro Tempore Gray** asked if the \$255,000 was what failed to be collected.

18 **Mr. Hedstrom** said in that particular cycle, yes.

19 **Mayor Pro Tempore Gray** asked if there were other analysis done, would there be
20 additional cycles that were under collected.

21 **Mr. Hedstrom** said that there are four cycles, and one is just town accounts, one is
22 stormwater, and the other under collected by 47,000 the others are the material ones.

23 **Mayor Pro Tempore Gray** said that with \$300,000 is under collection, it was a
24 question of whether they collected it or wrote it off. He said that assuming that there are
25 residents that are not paying because they do not trust the billing system, he asked if that had
26 been accounted for.

27 **Mr. Hedstrom** said that the data would not show that.

28 **Mayor Pro Tempore Gray** asked about individual accounts to be analyzed as
29 requested.

30 **Town Manager Vosburg** said there had been internal analyzing and was separate
31 from what Mr. Hedstrom's office had done. He gave information on how many customers had
32 unpaid balances and that there would be 6,635 customers with a balance of \$10 or more,
33 and older than 120 days. He said that there are 790 customers with a balance of \$1,000. He
34 said there is a timeliness to getting back on track, and they can look at working on payment
35 plans for people.

36 **Mayor Pro Tempore Gray** said communicating with those folks and explaining the
37 analysis to try to offer a repayment plan.

38 **Councilmember Killingsworth** suggested asking for information from the Town
39 Attorney.

40 **Councilmember Zegerman** said that he agreed about getting advice from the Town
41 Attorney and considering a collection process for significant outstanding balances.

1 **Town Manager Vosburg** clarified unbilled and uncollected. He said unbilled was an
2 issue from the Cybersecurity incident, and uncollected was what people had chosen not to
3 pay since the pause.

4 **Councilmember Mahaffey** said that the question is if they have an obligation to send
5 them the bill for the unbilled portion. He said that there is \$300k of unbilled and some are in
6 the millions.

7 **Town Manager Vosburg** said that as best practice there should be communication
8 with those individuals and then go through the normal established process of a payment plan
9 and then look at collections and cut-offs.

10
11 A **motion** was made by **Councilmember Killingsworth**, seconded by
12 **Councilmember Mahaffey** to enter into Closed Session to consult with the Town Attorney.

13 **VOTE: UNANIMOUS (5-0)**

14 Council moved to closed session at **6:59 p.m.**

15
16 Council returned to open session **7:11 p.m.**

17
18 **Councilmember Killingsworth** said she recommended that the Council go for
19 Option C and initiate an opt-in detailed review of accounts, with the understanding that this
20 may make some accounts pay more after review, since most accounts were found to have
21 been underbilled.

22 **Mayor Gilbert** asked if the information could be sent out to the community to receive
23 feedback and then bring this item back to another meeting to make the decision.

24 **Councilmember Zegerman** asked what the Council's hope was to gain and then
25 what is done with the feedback.

26 **Mayor Gilbert** said it was important to get feedback from the community on such an
27 impactful event.

28 **Councilmember Zegerman** said that this was a voluntary option, so it wouldn't
29 impact everyone.

30 **Mayor Gilbert** said that there could be missing information that hasn't been
31 discussed in this meeting, and that it doesn't hurt to listen to the community.

32 **Councilmember Gantt** said that he supported the opt in recommendation.

33 **Councilmember Zegerman** said that Council has heard a lot from the community
34 throughout this process, and there is an offer to opt-in and not forcing anything on the
35 community. He said that the implication that the Council is not listening to the community is
36 inaccurate.

37 **Mayor Gilbert** said he is basing this off of feedback he receives from the community.

38 **Mayor Pro Tempore Gray** asked BerryDunn what the timeline was for Council to
39 decide on the options.

1 **Mr. Hedstrom** said that they do not have a preference. He said that they were hired
2 with the plan of option A, but wanted to know if that was the direction Council wanted to
3 continue pursuing following this update.

4
5 A **motion** was made by **Councilmember Killingsworth**, seconded by
6 **Councilmember Gantt** recommending option C to initiate an opt-in account review
7 campaign.

8
9 **VOTE: UNANIMOUS (4-1), with Councilmember Mahaffey dissenting.**

10
11 **Councilmember Gantt** asked if a decision was needed about the collection process.
12 **Town Manager Vosburg** said that the "opt-in" option will move forward and then
13 unless Council directs for a pause then communication will begin for those who have
14 balances about potential payment plans.

15 **Mayor Gilbert** recommended for the staff to give a weekly update to the community
16 about what is happening with the utility billing.

17 **Councilmember Mahaffey** asked could it be disclosed how the "opt-in" option would
18 Work, and that it may change the amount of money owed.

19 **Councilmember Killingsworth** said that was what she had suggested.

20 **Councilmember Zegerman** said that as soon as it is determined that someone owes,
21 then it becomes a balance due, and collection would begin and this should be disclosed.

22 **Town Manager Vosburg** asked that Council give guidance on the timeframe for the
23 community to opt-in.

24 **Deputy Town Manager Purvis** said there isn't an issue with who wants to opt-in it is a
25 matter of signing up to generate a list, but the challenge is the time it takes to do the analysis
26 depending on how many opt-in.

27 **Town Manager Vosburg** said that within a week they could have the communication
28 out and the process set up with the forms loaded. He said then there would be a couple of
29 weeks after that.

30 **Councilmember Gantt** said that it would be a spike of people opting in and then fade
31 away.

32 **Town Manager Vosburg** said that then those finding out may opt in at the end of the
33 process.

34 **Mayor Pro Tempore Gray** said that part of communication about the opt-in would be
35 to let the community know that the Town has under collected and explain what that means.
36 He said a week is a tight turn around and may not give the community enough time.

37 **Mayor Gilbert** said that it seemed like a lot of decisions to be made.

38 **Town Manager Vosburg** clarified that the week's timeframe was to get the forms set
39 up and accessible and then there would be a timeframe for residents to opt-in and then
40 revisit the timeframe to see how many are coming in.

41 **Councilmember Mahaffey** asked BerryDunn if there was any other information from
42 the analysis that was available to look at.

1 **Mr. Hedstrom** said that there is a planned full summary report, this was a midpoint
2 update.

3 **Councilmember Mahaffey** said that on the form said that there should be two levels
4 of questions. He said that that it needs to be clear if there is another amount on the bill then
5 that is the amount that will be used. He said there should be a thorough explanation of the
6 under-billing and what this is derived from.

7 **Councilmember Killingsworth** suggested that the timeframe should be 30 to 60
8 days.

9 **Councilmember Gantt** asked if the collection would be tied to the timeframe.

10 **Town Manager Vosburg** said that it would be tied to the timeframe and a collection
11 plan would begin at that time.

12 **Councilmember Mahaffey** said that he would like to review the verbiage that the
13 Town would explain and the format doesn't raise further questions.

14 **Mayor Pro Tempore Gray** said that the final report should be digestible and the
15 under collection should be shown why and how.

16 **Councilmember Gantt** said that there may be an interim report that explains this.

17 **Mr. Hedstrom** said that the two primary deliverables was intended to be a full
18 simulation and then a report of the findings so that this will not happen again. He said that in
19 this case there will not be a full simulation but will do the report to see where the root causes
20 are and how to prevent this from happening again.

21 **Mayor Gilbert** thanked Mr. Hedstrom for being at the meeting and providing this
22 information.

23
24
25 **PR6 Wake Transit Plan Update, Draft Investment Strategy and Phase III Engagement**

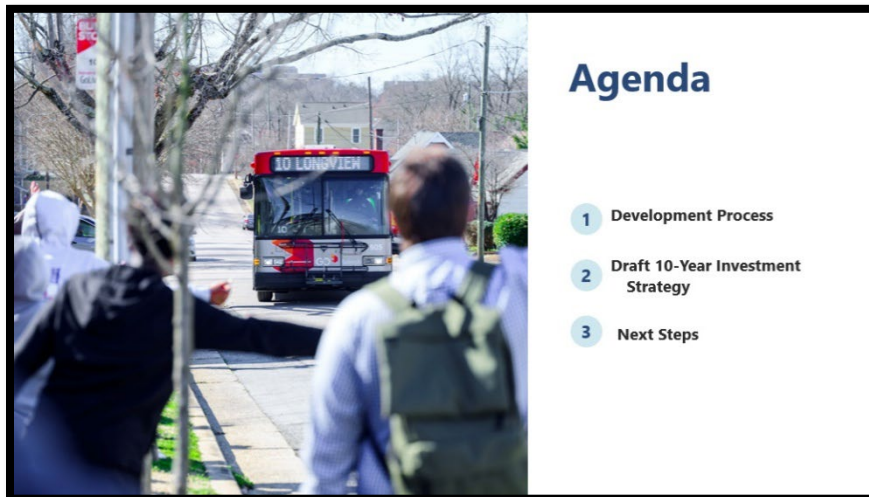
26
27 **Katie Schwing**, Senior Planner – Long Range Transit introduced Benjamin Howell,
28 with CAMPO, AICP, Transit Program Manager, Wake County. He gave an update on the draft
29 plan and the following presentation:

1 **[SLIDE 1]**



2

3 **[SLIDE 2]**



4

1 [SLIDE 3]



2
3 [SLIDE 4]

STRATEGY DEVELOPMENT

WTP Update – Engagement Approach

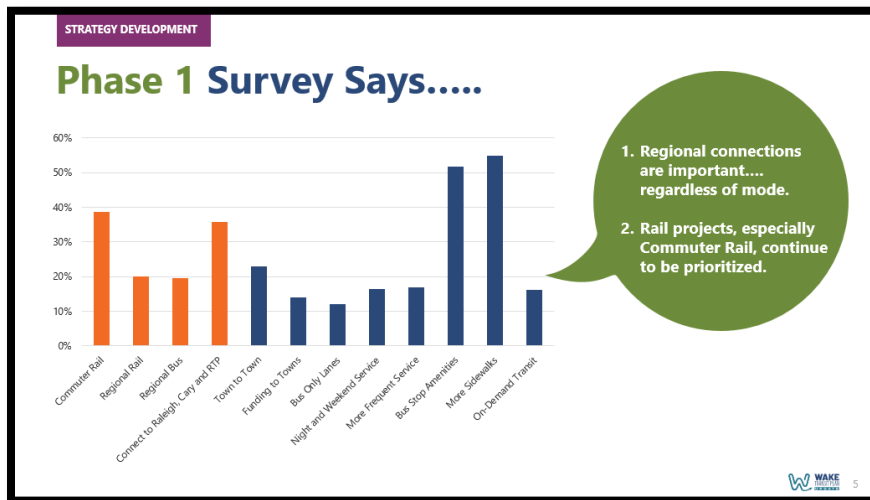
Phase 1 (Spring 2024)	Phase 2 (Winter 2024/2025)
Choices, Trade-Offs and Priorities <ul style="list-style-type: none"> Online survey that let people "Design Your Own Transit System" Budget that could spent on different transit projects and programs 	Focus on Three Questions <ol style="list-style-type: none"> Confirm that we are postponing Commuter Rail to invest in Regional Rail, at least for the time being. Develop BRT between Raleigh and Durham to meet regional needs Serve more people or serve more places

*Both phases provide insights into **preferences and priorities***

WAKE COUNTY

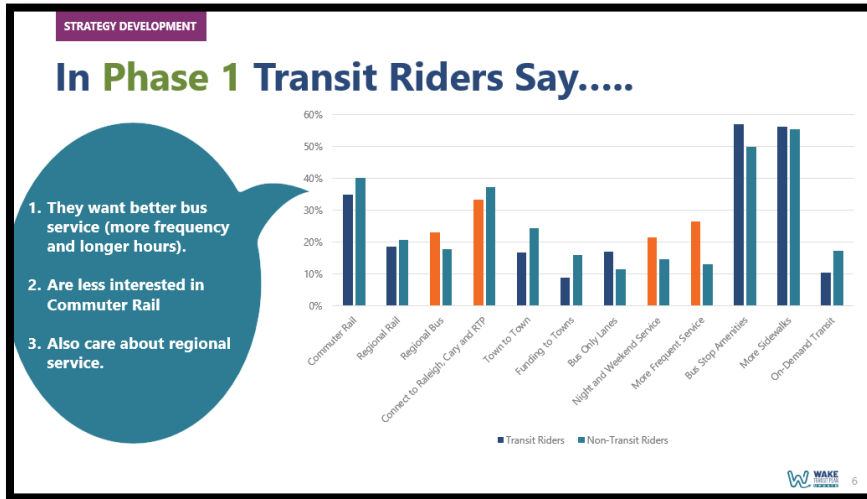
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5 [SLIDE 5]



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1 [SLIDE 6]



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3 [SLIDE 7]

STRATEGY DEVELOPMENT

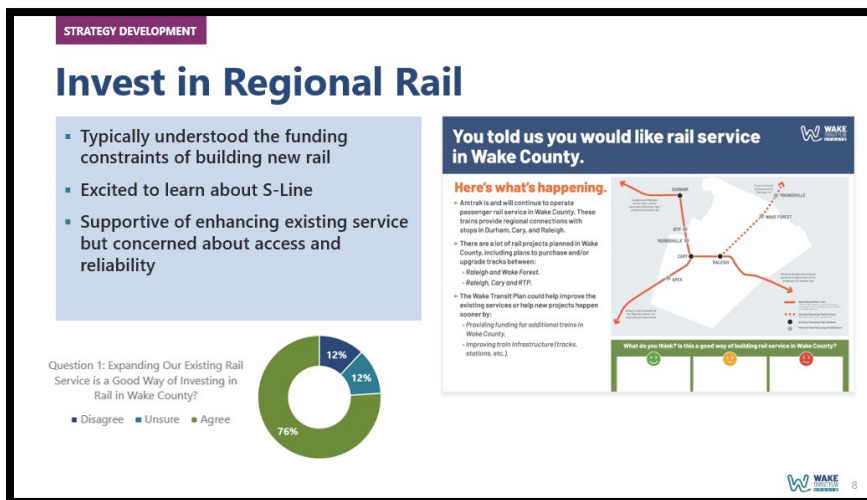
Phase 2 Approach and Activities

- Online Survey**
 - 3 questions plus demographics
- 24 Pop-up Outreach Events**
 - 5 Local Partner Presentations
- Advertisements:**
 - Social Media
 - Qué Pasa Media
 - Rider App Push
- 4 Focus Groups Meetings:**
 - Mobility/Human Service Providers
 - ADA
 - Educational Institutions
 - Transit Riders
- Stakeholder Outreach and Leveraged Engagement**

WAKE COUNTY

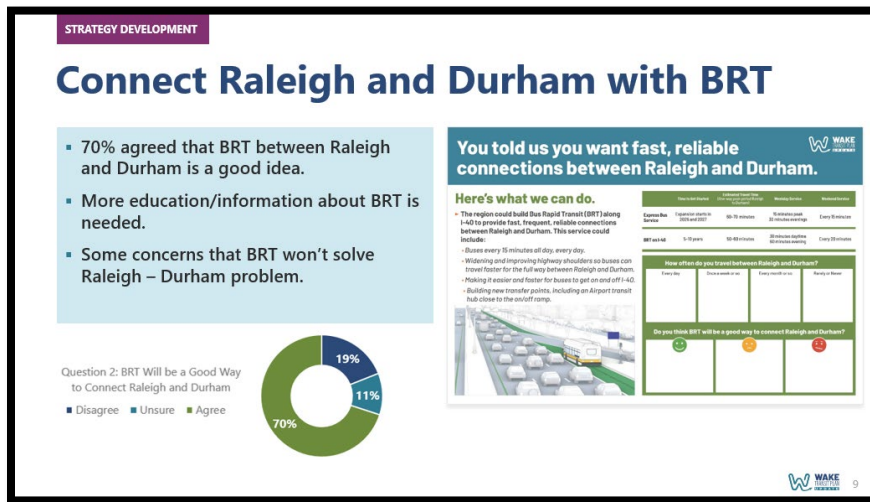
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5 [SLIDE 8]



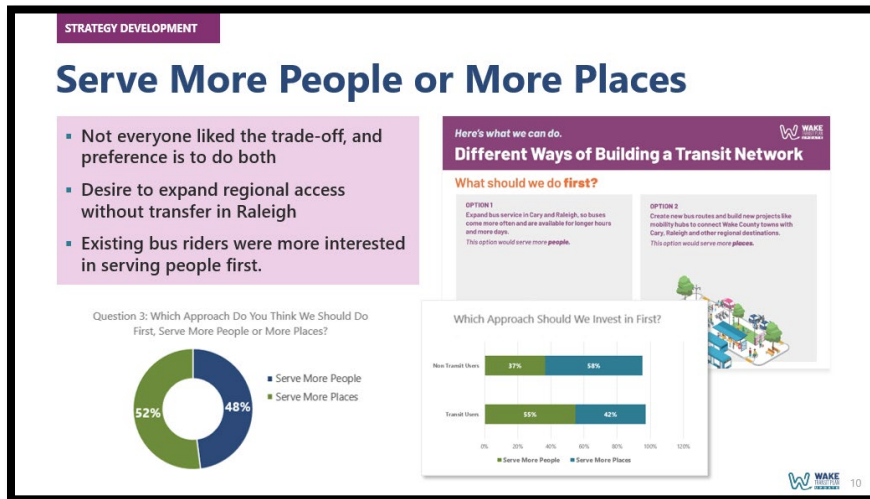
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1 [SLIDE 9]



2

3 [SLIDE 10]



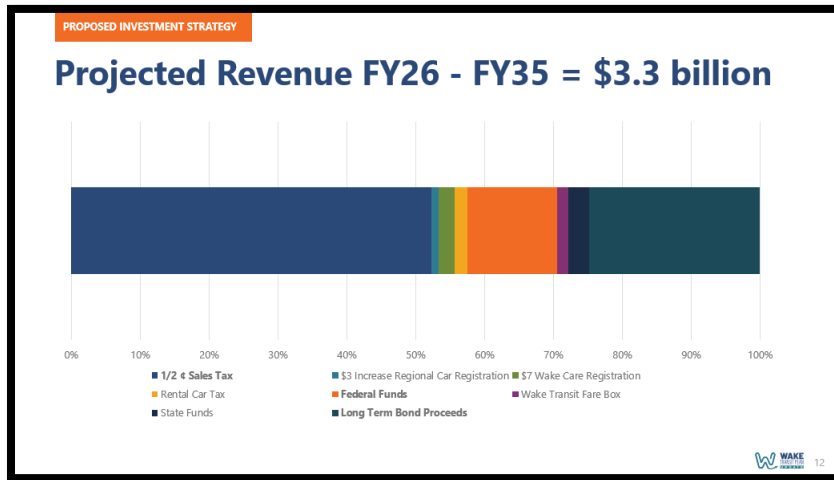
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5 [SLIDE 11]

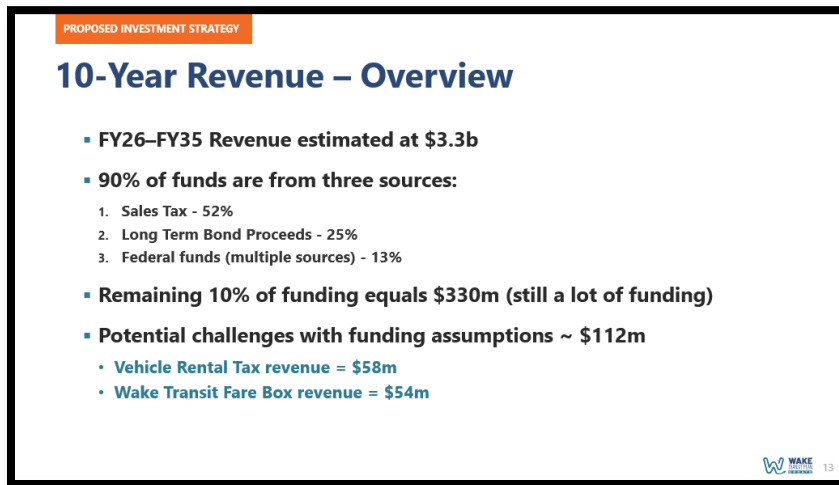


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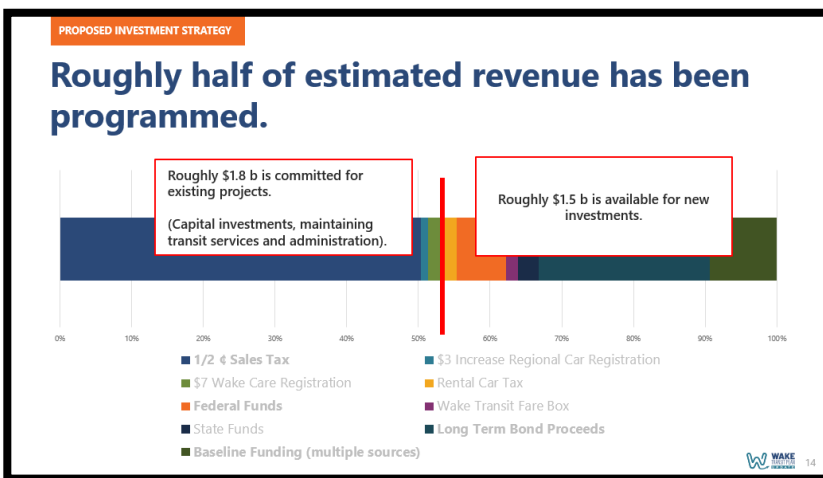
1 **[SLIDE 12]**



2
3 **[SLIDE 13]**



4
5 **[SLIDE 14]**



6

1 [SLIDE 15]

PROPOSED INVESTMENT STRATEGY

Developing the Investment Strategy

1. **Identify Transit Priorities** (community, stakeholders, Wake Transit Plan team)
2. **Use Priorities to Select Projects, Programs and Services**
3. **Estimate Costs and Confirm Revenues**
 - Align revenues and spending and adhere to agreed financial management guidelines
4. **Draft 2035 Investment Strategy**
 - Share projects, programs and services (lists and maps)
 - Investment strategy type of investment (spending breakdown)
5. **Outcomes and Expected Results**

WAKE TRANSIT PLAN 15

2
3 [SLIDE 16]

PROPOSED INVESTMENT STRATEGY

Wake Transit Plan Investment Strategy

- Proposed Investment strategy = \$3.3 billion (includes debt funding)
- Estimated revenues = \$3.3 billion (with VRT and Fares)

WAKE TRANSIT PLAN 16

4
5 [SLIDE 17]

PROPOSED INVESTMENT STRATEGY

Wake Transit Plan Priorities

The diagram illustrates the process of developing investment priorities. It starts with two boxes on the left: 'Four Big Moves' (with a blue circular icon containing three white chevrons) and 'Community and Stakeholder Priorities' (with a blue circular icon containing the Wake Transit Plan logo). These two boxes are connected by a plus sign and a blue arrow pointing to a larger box on the right titled 'FY26-FY35 Investment Priorities'.

Four Big Moves

1. Connect the Region
2. Connect All Wake County Communities
3. Create Frequent, Reliable Urban Mobility
4. Enhance Access to Transit

Community and Stakeholder Priorities

1. Regional Connections
2. Comfortable Bus Stops
3. Crosswalks and Sidewalks
4. Frequent Bus Service
5. Night and Weekend service

FY26-FY35 Investment Priorities

- Invest in the Regional Network**
 - Build core BRT network, including I-40
 - Strengthen connections to Raleigh or Cary
 - Support regional rail network
 - Allocate funding for bus stops, crosswalks and sidewalks
 - Invest in Community Funding Area
- Serve More People**
 - Operate more frequent bus routes
 - Increase service levels on successful bus routes
 - Operate more bus service
- Serve More Places**
 - Regional transit infrastructure (some BRT, regional rail)
 - Strengthen connections to Raleigh or Cary
 - Invest in Community Funding Area
 - Build Community Transportation Facilities

WAKE TRANSIT PLAN 17

6
7

1 **[SLIDE 21]**

10-YEAR INVESTMENT STRATEGY

Connect All Communities

Wake Transit will improve existing connections between and to Wake County communities.

- Expanding local and regional bus services so there is service available all day, every day.
- Connecting every town with Cary, Raleigh and/or RTP.
- Expanding local bus routes so towns are connected to each other.
- Building at least five new community transportation hubs.

2
3 **[SLIDE 22]**

PROPOSED INVESTMENT STRATEGY

Invest in the Regional Network

Rail Ready Projects

- Available in annual increments (funding rolls over)
- Regional Rail Implementation Plan will be completed in June 2025
- Potential investments may include
 - Stations
 - Track Improvements
 - Increased Rail Service
 - Additional study may be needed

Implement and Expand BRT Network

- Core Network** (New Bern, Western, Southern and Northern with 2 endpoints)
- BRT Extensions** (Cary to RTP and Garner to Clayton)
- BRT Development** (I-40 Raleigh to TMH)
- BRT Next Gen** (study 5 to 6 corridors)

4
5 **[SLIDE 23]**

PROPOSED INVESTMENT STRATEGY

Serve More People

Expand Frequent Bus Service

- Increase hours and days of operation for existing bus services
 - Frequent and Local Routes
- Add at least one New Frequent Route each year

Support Bus Service Investments

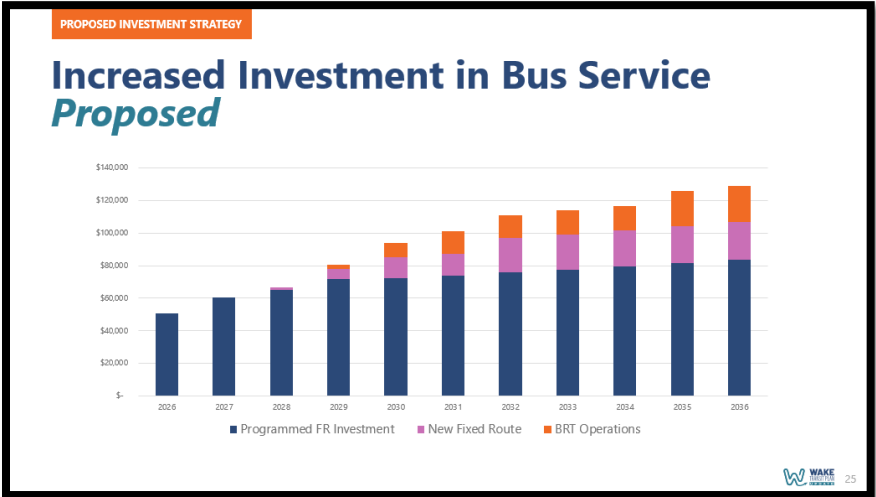
- 5% Contingency for Unanticipated projects
- 15% for ADA
- +40 Expansion Vehicles and Ongoing Replacement Vehicles
- \$3m/year Bus Stops, Sidewalks and Crosswalks
- 10 Connection Points where frequent routes intersect (\$750k per)
- Maintenance Facility Study

6
7

1 [SLIDE 24]



2
3 [SLIDE 25]



4
5 [SLIDE 26]



6
7

1 **[SLIDE 27]**

NEXT STEPS			
Partner	Event Type	Date	Details
Wake Forest	Pop-Up	May 3	12- 2 PM Meeting in the Streets in Downtown Wake Forest
Apex	Pop-Up	May 3	9 – 11 AM PeakFest Downtown Apex
Wake Forest	Presentation	May 6	6 PM Wake Forest Commissioners Work Session
Raleigh	Presentation	May 8	3:30 PM Raleigh Transit Authority Meeting
Zebulon	Pop-Up	May 9	5:30 – 6:30 PM Movie Night at Five County Stadium
Cary	Pop-Up	May 10	3 PM to 5 PM Ritmo Latino Festival in Downtown Cary
Apex	Presentation	May 13	6 PM Apex Town Council Meeting
NC State	Pop-Up	May 15	7:30 to 9 AM NCSU Bike to Work Day Pit Stop
Raleigh	Pop-Up	May 15	7 to 9 AM GoRaleigh Station
Morrisville	Pop-Up	May 17	10 AM to 2 PM SpringFest in Downtown Morrisville
Rolesville	Presentation	May 20	7 PM Rolesville Town Board of Commissioners
Knightdale	Presentation	May 21	7 PM Knightdale Town Council Meeting
Durham	Pop-Up	May 22	7 to 9 AM Regional Transit Center
Holly Springs	Pop-Up	May 22	8 to 10 AM Holly Springs Farmers Market
Garner	Presentation	May 27	6 PM Garner Town Council Meeting
Wendell	Presentation	May 27	7 PM Wendell Town Board of Commissioners
Garner	Pop-Up	May 31	11 AM to 1 PM Southeast Regional Library

2
3 **[SLIDE 28]**

2035 Investment Strategy
 The Wake County Transit Authority is planning for the future of transit in the Triangle. The strategy focuses on four key areas: Connect the Region, Connect All Communities, Frequent and Reliable Urban Mobility, and Enhance Access to Transit.

Connect the Region
 Wake County Transit Authority is planning for the future of transit in the Triangle. The strategy focuses on four key areas: Connect the Region, Connect All Communities, Frequent and Reliable Urban Mobility, and Enhance Access to Transit.

Connect All Communities
 The Wake County Transit Authority is planning for the future of transit in the Triangle. The strategy focuses on four key areas: Connect the Region, Connect All Communities, Frequent and Reliable Urban Mobility, and Enhance Access to Transit.

Frequent and Reliable Urban Mobility
 The Wake County Transit Authority is planning for the future of transit in the Triangle. The strategy focuses on four key areas: Connect the Region, Connect All Communities, Frequent and Reliable Urban Mobility, and Enhance Access to Transit.

Enhance Access to Transit
 The Wake County Transit Authority is planning for the future of transit in the Triangle. The strategy focuses on four key areas: Connect the Region, Connect All Communities, Frequent and Reliable Urban Mobility, and Enhance Access to Transit.

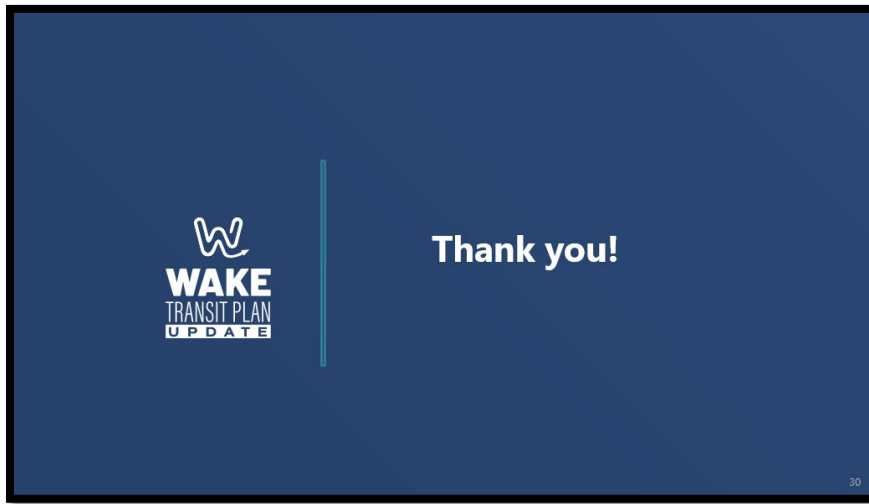
Encourage your network to review the Investment Strategy and Supplemental Documents and provide comments on the website!

www.publicinput.com/waketransit2035

4
5 **[SLIDE 29]**



1 **[SLIDE 30]**



2 **Mr. Howell** asked if there were any questions.

3 **Mayor Gilbert** thanked him for all of the public engagement that has been done.

4 **Councilmember Gantt** asked about the feedback time and for more information on
5 the where there are some wiggle-room and which ones would feedback matter for.

6 **Mr. Howell** said that the input on the investment strategy is important, but this could
7 change. He said the public comments do matter, and the investment strategy is important.

8 **Councilmember Gantt** said that the plan is Wake County focused and wanted to
9 encourage looking at the entire region including the connections between Counties.

10 **Mr. Howell** said that CAMPO has a Metropolitan Transportation plan that covers all of
11 Wake County, Durham Count and Orange County and it lays out the larger transit vision. He
12 said the larger visions are out there, but they need more time to figure out investing strategy.
13 He said they are continuing to work on this with their partners.

14 **Councilmember Zegerman** said that it has been decided that rail is too expensive to
15 retrofit, and asked how to avoid that in the future and plan better for rail.

16 **Mr. Howell** said that they have to rely on the local partners and land development
17 patterns. He said they put those where the demands exist, but the outlying suburban
18 communities need to look at the land uses. He said they have to be able to prove the
19 ridership would be there to warrant the expenses.

20 **Councilmember Gantt** said that the triangle mobility hub is being moved to a
21 location that can be accessed by a future bus line.

22 **Councilmember Killingsworth** asked if there had been any consideration about
23 talking with D.O.T. about potential commuter rail or regional rail.

24 **Mr. Howell** said that commuter rail had been envisioned to be in the corridor, but
25 that there have been some difficulties with the rules and regulations that made it more
26 expensive. He said that building a new rail corridor commuter light or any kind of fixed
27 guideway corridor would be expensive.

28 **Councilmember Killingsworth** said that the large parcels of land that NC DOT
29 already owns and the possibility of using what we already have.
30

Mr. Howell said that there were discussions many years ago and it was determined then not to be feasible, but that it could be looked at it again. He said this is why the focus is on bus transit.

Mayor Gilbert thanked Mr. Howell for the presentation.

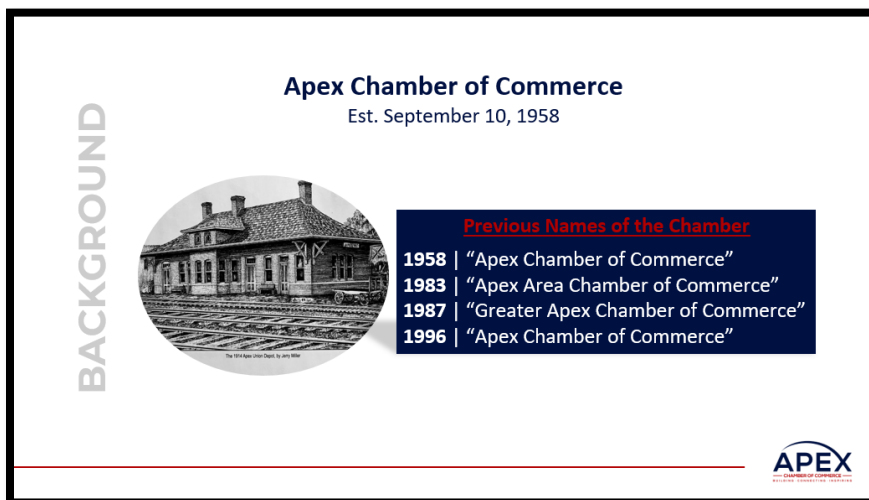
PR7 ADDED - Apex Chamber of Commerce Update

David Bohm, Executive Director, Apex Chamber of Commerce introduced himself and said that he was honored and humbled to be at this meeting. He then gave the following presentation:

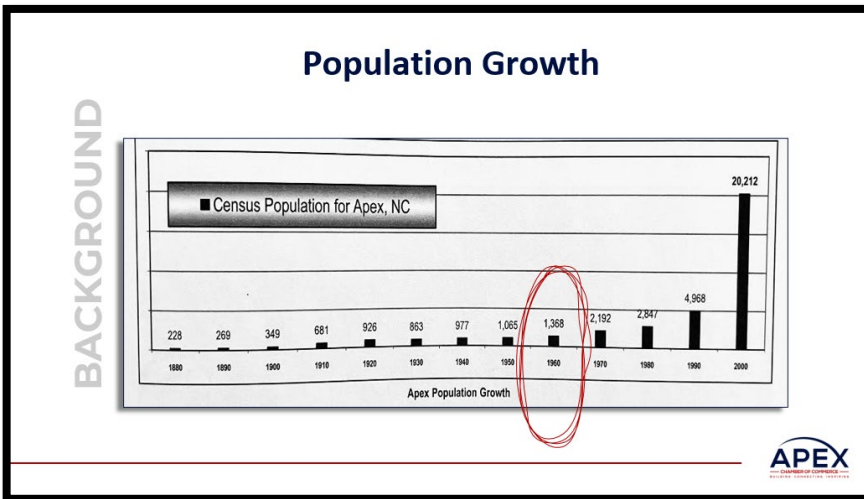
[SLIDE 1]



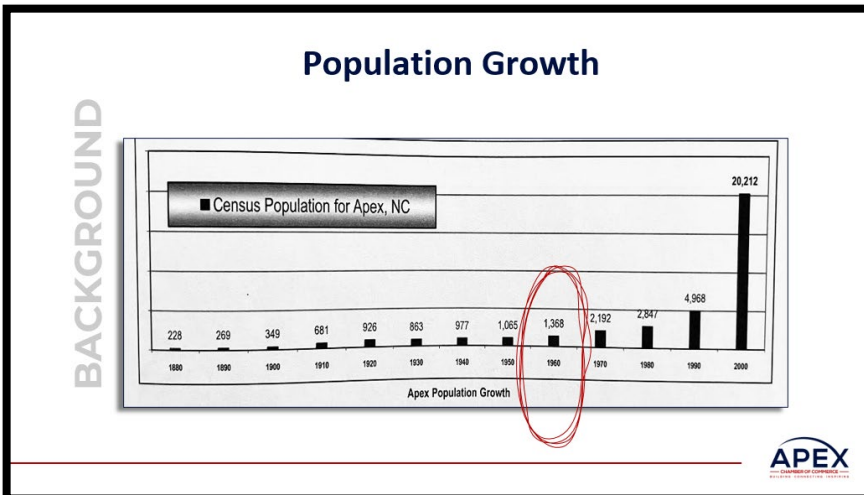
[SLIDE 2]



1 [SLIDE 3]



2
3 [SLIDE 4]



4
5
6 [SLIDE 5]

Apex Chamber of Commerce
Our Mission

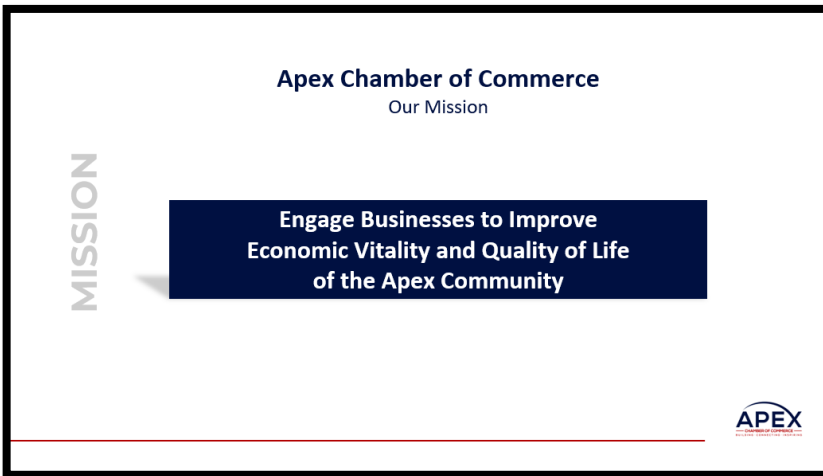
MISSION

**Engage Businesses to Improve
Economic Vitality and Quality of Life
of the Apex Community**

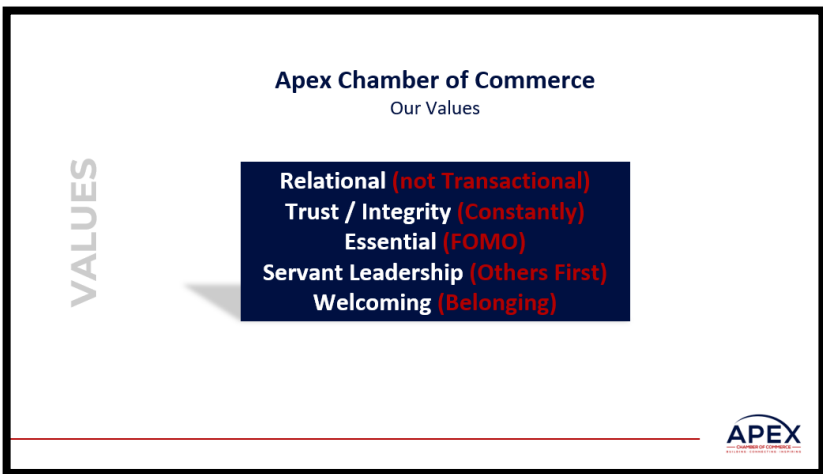
APEX
CHAMBER OF COMMERCE
10000 WILSON ROAD, APEX, NC 27502

7

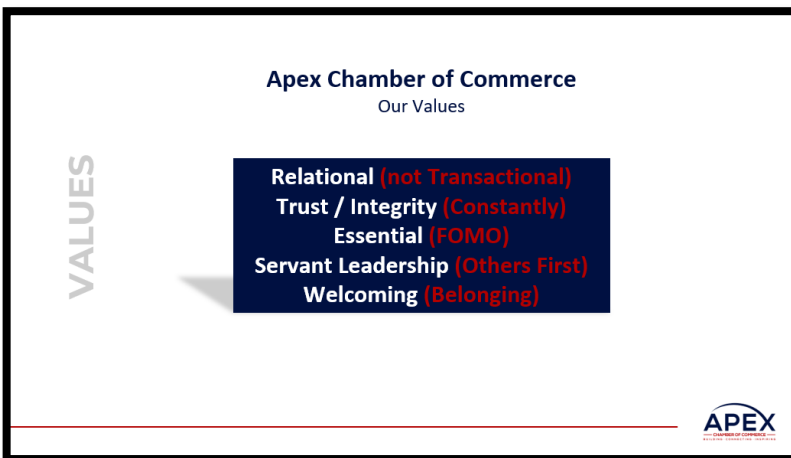
1 **[SLIDE 6]**



2
3
4 **[SLIDE 7]**



5
6
7 **[SLIDE 8]**



8

1 [SLIDE 9]

ADMINISTRATION

Apex Chamber of Commerce

What We Are

- Convenor, Catalyst, Champion for the Business Community
- Organized as 501(c)(6) nonprofit (Trade Association)



2
3 [SLIDE 10]

ADMINISTRATION

Apex Chamber of Commerce

What We Are Not

- Charitable nonprofit 501(c)(3)
- Convention Center
- Visitor Center
- Historical Society
- Museum



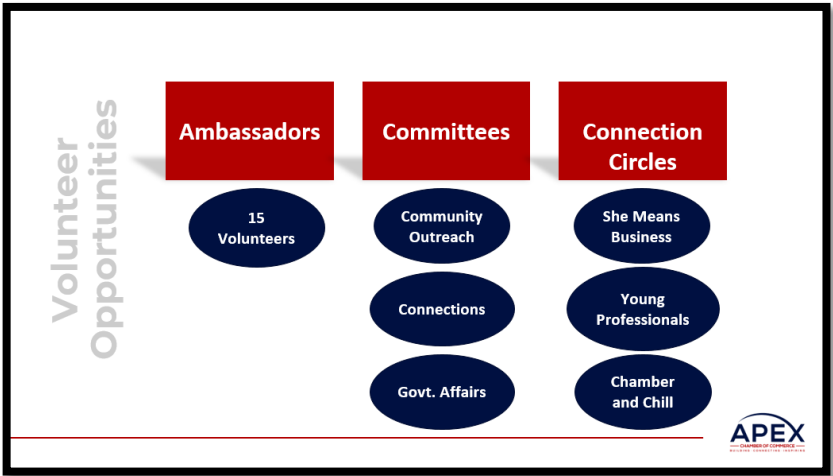
4
5
6 [SLIDE 11]

BOARD OF DIRECTORS

 Sean Hayes	 Maria Litzinger	 Todd Neal	 Karen Atiles	 Skeet Woolard
 Kelli Bass	 Chris Goins		 Morgen McVane	 Tim Brent
 Melissa Ragan	 Cheryl Byrne	 Jeff Hastings	 Bekki Bennett	 Louanne Caspar

7

[SLIDE 12]



[SLIDE 13]

Amy Bishop
Member Engagement Manager

Kirstie Spivey
Connection Coordinator

Elka Anstey
Event and Communication Specialist

Karen Gibbons
Office Administrator

Executive Director
David Bohm

Staff

[SLIDE 14]

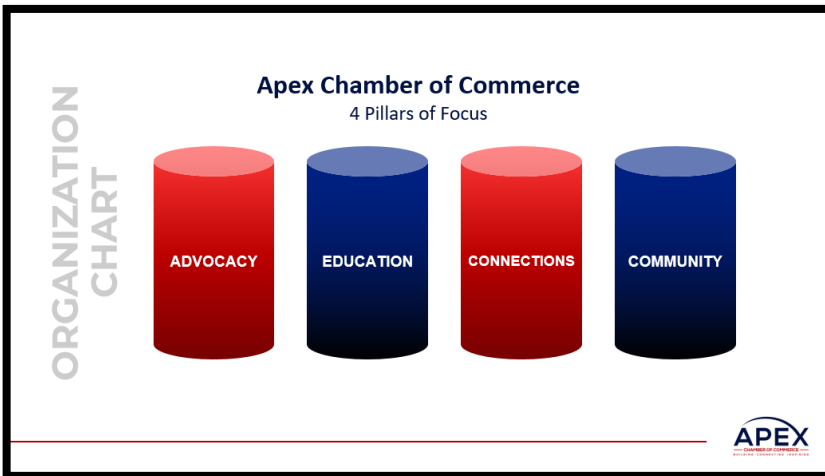
Finances

Revenue Resources

1. Voluntary Dues
2. Sponsorships
3. Ticketed Programming

APEX

1 **[SLIDE 15]**



2
3 **[SLIDE 16]**



4
5

1 [SLIDE 17]

Get Involved

How Can You Get Involved?

1. Sign Up, Show Up, Follow Up
2. Soak Up – Learn from Others
3. Speak Up – Share with Others
4. Team Up – Collaborate with Others

APEX
CHAMBER OF COMMERCE
BUILDING. CORRECTING. INSPIRING.

2
3 [SLIDE 18]



4
5 [SLIDE 19]

Thank you!

APEX
CHAMBER OF COMMERCE
BUILDING. CORRECTING. INSPIRING.

6

1 **Mr. Bohm** said he would be happy to answer any questions.

2 **Mayor Gilbert** thanked Mr. Bohm and asked if there were any questions.

3 **Councilmember Zegerman** asked Mr. Bohm to describe the health of businesses in
4 Apex and if there was any data on the overall direction for Apex businesses.

5 **Mr. Bohm** said that they were not equipped to track that sort of data. He said
6 anecdotally that it ebbs and flows but overall, the health of the community and Wake County
7 in general looks strong.

8 **Councilmember Mahaffey** thanked Mr. Bohm for all of the events that they put on for
9 Apex.

10 **Mr. Bohm** thanked Councilmember Mahaffey for being the liaison for the Chamber.

11
12 **[PUBLIC FORUM]**

13
14 **Mayor Gilbert** moved to the Public Forum and invited the first speaker up.

15
16 First to speak was **Elizabeth Stitt** at 3113 Friendship Road:
17

18 "Mayor and Town Council, good evening. So, this is my fourth year following the
19 Town's development of the budget, and each year I keep learning and I was watching the
20 work session you had the other day and saw that while we went into this last fiscal year with a
21 balanced budget, the Town's revenues had increased by 3.17%, which is roughly, if I did my
22 math correctly, an extra \$3.7 million. That would suggest that maybe the tax rates from last
23 year might have been a little overshot, a little bit. So, it got me thinking, it's like, wow, if we
24 had saved that \$3.7 million, what could the community have done with that? Or if you held on
25 to the \$3.7 million, what could you do with that, plus if you saved money at the same time?
26 So, I put a list together of a couple of things that I thought, well, maybe these would be areas
27 where we could save money. So, the town hired a lobbyist to get more funding from the
28 State, but in other communities, the town council actually works. So, I was thinking maybe we
29 could save money on a lobbyist. Then I saw recently the town is looking for a search firm to
30 help recruit a Finance Director. Perhaps our HR department in Apex could find the finance
31 director. After all, if we're the 10th largest and "Peak of Good Living," we should be able to
32 find candidates. Then I looked at the Saunders parking lot. I think there were a lot of
33 opportunities, including private development money, that could have done that for the Town
34 instead of the taxpayers' dollars. Then so far this year the town has filed 14 lawsuits per
35 eCourts. Think about all the legal fees, maybe that was an opportunity to work with those
36 property owners a little bit more instead of paying attorney fees. Then, on tonight's consent
37 agenda, consent agenda number nine, where the town is buying 8421 Humie Olive Road,
38 1.81 acres adjacent to 24 acres that the Town already owns, just to expand a potential park. I
39 give you all of these because I have a lot of people reaching out to me, really desperate
40 about how Apex has become unaffordable and I listened to your entire workshop where you
41 guys talked about maybe saving this fire truck and cutting this and cutting that, but none of

1 these things made it on the list. So, I just offer it up as some additional suggestions that
2 maybe these things could be the things that help make Apex a little more affordable. Thank
3 you."

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

5
6 Next speaker was **Phil Welch** of 1471 Big Leaf Loop:
7

8 "Good evening, Mayor, Councilmembers, staff, and members of the public. My name
9 is Phil Welch. I live at 1471 Big Leaf Loop in Apex. I'd like to recognize the people that are
10 here with me. I have four people. I'm sure you've heard me say a number of times before that
11 I'm concerned about the lack of affordable housing choices in Apex. That kind of goes along
12 with what Elizabeth was just talking about. I believe solving this problem requires that elected
13 officials, town staff, and community members work together to increase housing choices
14 here. I'm kind of changing the focus from affordable housing to housing choices because I
15 think that's more personal. That has more to do with people's choices. There's a critical need
16 for more housing choices that are affordable to our lower income households, that means
17 households with annual incomes less than \$30,000, and also up to 80% of the area median
18 income, which is somewhere between \$80,000 and \$100,000 for a family of four. I want to
19 illustrate this critical need with a story of a senior that I met last month. It was a widow in her
20 mid-80s who was referred to me by a friend. I'll call her Alice to protect her privacy. After her
21 husband passed away in California last year, her son, who lives in this area, encouraged her
22 to sell her home and belongings and move out and live with him and his family. So, she left
23 her family and friends on the West Coast and moved in with her son's family. Last month, her
24 son and daughter-in-law said that they were going to be moving to New Jersey, and they
25 invited Alice to move along with them. However, Alice really resisted that because she had
26 spent a lot of time in the last year setting up all of her doctors, also, she found friends at the
27 Apex Senior Center. When I talked to her, she was trying to decide between staying here,
28 moving to New Jersey, and moving back to California. She wanted to stay here but was
29 struggling to find an apartment she could afford or even a room to rent without having to
30 supplement her income by taking a part-time job, for a woman in her mid-80s. I gave Alice
31 some information from a church friend who had looked last year for a roommate to share
32 expenses in a rental house. My friend had used Nextdoor and found that that was the best
33 way to find potential roommates, and I suggested to Alice that she might want to consider
34 Nextdoor. As we parted, Alice said she was leaning toward moving back to California
35 because she couldn't find housing here that she could afford. I think of California as being a
36 pretty expensive place to have housing. The point of the story is that our senior neighbors
37 here have very limited choices of homes they can afford. They're forced to choose between
38 paying 50% or more of their income for housing or moving out of Apex to another county or
39 to another State. I hope you agree that our beloved seniors need more housing choices and
40 a little less stress. Next, I'll turn to some recent housing statistics which highlight the need for

1 additional funding to fill the gap in affordable housing choices for our lower income
2 residents. A housing assessment conducted at the Council work session revealed some
3 needs: about 13,100 new units to keep up with growth. This growth does not include at least
4 4,500 Apex residents who were paying 30% or more of their household income for housing
5 in 2023. So, if only a third of the projected 13,100 new homes are for households making up
6 to 80% of AMI, then Apex needs to provide approximately 440 affordable housing choices
7 each year over the next 10 years. To do this, Apex must set annual objectives to meet these
8 targets before the land available to achieve this disappears. We're calling on you, our Apex
9 leaders, to set aside additional funding for affordable housing choices for the 2025 to 2026
10 budget. Please ensure that funding is dedicated to preserving our naturally occurring
11 affordable homes and building more rental homes. Monthly housing expenses for these
12 homes must be affordable to a range of households, including those making up to 30% of
13 AMI, up to 50%, and up to 80%. For example, we need more revenue in the Affordable
14 Housing Fund to initiate more mixed-income, mixed-use housing developments, such as the
15 proposal for the Town's recent purchase of land on South Street. That's why we recommend
16 not charging housing staff expenses to the Affordable Housing Fund. We also recommend
17 raising the current penny tax for the Affordable Housing Fund back to the penny and a half
18 that was instituted right after the unanimous approval of our 2021 Affordable Housing Plan.
19 We realize that not all of the funding previously allocated to the Affordable Housing Fund has
20 been used. However, with the objective of 440 new affordable housing choices each year,
21 this fund will need to accumulate annually to have an adequate source of funds for new
22 housing development and to support the expanded Apex Cares program, including more
23 extensive outreach. Please consider increasing the funding for more housing choices for our
24 lower income households and essential workers while we still can make a difference. We say
25 that Apex is the Peak of Good Living. My question is, for whom? Hopefully it's not just for
26 higher income households moving here from other States to work in our tech businesses.
27 Should it also be for seniors and retirees like me who would like to age in place without
28 putting undue stress on their budgets? Is it for our younger adults and couples who grew up
29 here and would like to stay close to their family, friends, and all the great amenities that Apex
30 has to offer? Is it for our essential workers, including Town employees and support workers
31 for those tech businesses who provide excellent services and would love to live here with
32 their families? Our housing vision, as stated, is to welcome people of diverse backgrounds
33 and support opportunities for affordable, safe, sanitary, and quality housing that meets the
34 needs of people of all incomes, all ages, and all abilities. My fear is that if we don't take bold
35 steps now to add housing choices for our lower income neighbors and workers, we'll create
36 what I would call an economic sundown town. This means Apex would welcome essential
37 workers to serve us in various ways during the day, but at the end of the day, at sundown, we
38 would expect them to leave town because we haven't provided the housing choices, they
39 need for their families. In conclusion, as elected officials, you have the responsibility and the
40 power to make change. I ask for your leadership in this effort in four important ways: No. 1 -
41 Build socioeconomic equity into the 2025 update to our Affordable Housing Plan by ensuring
42 that those who need more housing choices are the target audience providing input for the

1 update. No. 2 - Consider affordable housing choices as a core value in all zoning, planning,
2 and policy actions. Make all decisions with this in mind, will it help or hurt in moving the
3 needle on affordable housing choices? No. 3 - Set aside additional funding to support
4 increased affordable housing choices, funding that is directly dedicated to increasing the
5 number of units affordable to households making up to 80% of area median income. No. 4 -
6 Ensure more mixed-income affordable housing, not clustering small units and affordable
7 housing in targeted neighborhoods and segregated apartment complexes. Thank you for
8 your consideration.”
9

10 **Mayor Gilbert** thanked Mr. Welch and called the next speaker.
11

12 Next speaker was **Cate Vetter** of 3449 Jordan Shires Road:
13

14 “Good evening, everyone, I’m Cate Vetter, living at 3449 Jordan Shire Road in New
15 Hill. I’ve got questions about the water billing and the assessment that you guys did, and with
16 the meeting that you guys presented tonight, or not you guys, but Berry Dunn. You guys
17 started out the meeting talking about how the company that prints the invoices is going out
18 of business or is out of business. So now you’re going to start that, and you’re talking about
19 how everyone’s got to opt in. So, the folks that are receiving paper bills, I’m curious how
20 they’re going to receive that opt-in option if they’re not going to be receiving the paper bills.
21 Please consider that when you’re posting this opt-in option that you decided on. Some of the
22 other questions I had, relative to if folks are going to be opting in to go for the special
23 assessment, how do they get answers to questions that they may have before they decide to
24 opt in? And if there’s going to be general Q&A, how does everyone get all their questions
25 submitted to be answered prior to the opt-in window period being closed? So, I’ve got lots of
26 questions. I can ask them here if you guys want to answer those. I don’t know how that works,
27 So, where the third party came up with their numbers, are we going to have visibility to that
28 data so we can see what they saw, right? Is that going to be presented? Is the Town Council
29 going to be very open about that information? I’m curious how and why the per-gallon rate
30 changes so frequently. Like, just looking at my own numbers, it goes up and down. You’d
31 think the per-gallon rate would be consistent, and it’s not. Why did the per-gallon rate jump
32 with the August 2024 billing? And that’s in consideration that it was a double billing month.
33 That excludes that consideration, it jumped, there’s a spike up, and then it goes down, and it
34 goes back up. I’ve got graphs of data that show this. Why are residents seeing different per-
35 gallon rates? You’d think that they would all see the same rate. We’re all in the same town,
36 we’re all paying the same bills, why are they different from resident to resident? I have some
37 of my neighbors who share their data, and it is different. Is there a place where we can see
38 what the actual per-gallon rate we were supposed to be billed was for that specific time, to
39 evaluate and compare? That would be nice to know. Some residents, for several consecutive
40 months, this is an abnormality, but they saw the exact same electric kilowatt hours billed.

1 That's incredibly odd, right? For somebody to have the exact same consumption month to
2 month, it's just odd. Not impossible, but very odd. Why do some residents see different
3 numbers of days on their water and electric readings? Right, typically it's the same number of
4 days for water and electricity, but some months it changed. That's again an oddity that could
5 be answered. Another odd is, why are there, or if there's any other considerations or
6 variables about the billing, which need to be considered and presented? And finally, the last
7 thing, if the problems were related to leaks, how could so many residents have leaks at the
8 same time? And how could those leaks be resolved with no action by the residents?

9 **Mayor Gilbert** thanked Ms. Vetter and called the next speaker.
10

11 Next speaker was **Dawn Cozzolino** at 3632 Bosco Road:
12

13 "I'd like to start out just to encourage you to listen tonight and to engage on best
14 practices. I think this is a really key area, and I'm a curious person. I looked into Town of Cary,
15 so I'd like to share how they prioritize tree protections and environmental stewardship. Cary
16 leads by example with fully accessible online legal notice packages that include
17 comprehensive traffic entry studies. In contrast, Apex places the burden on its residents to do
18 any leg work or discovery. Cary mandates publicly accessible tree surveys prepared by
19 certified arborists for all new developments. By comparison, Apex's development process
20 lacks clarity. Where are the tree surveys? Why is protecting our tree canopy, which is so vital
21 to public health, climate resilience, and wildlife, still not a priority here? Cary's Land
22 Development Ordinance provides strong tree protection rules, and its Community
23 Appearance Manual clearly outlines what landscaping and buffers are expected. Mass
24 grading is prohibited. Environmental standards mandate the preservation of open space,
25 champion trees, and vegetated buffers. Let me share something about champion trees,
26 because it's really quite impressive, and some of these trees are older than people in the
27 room. So, this is an example of just a 4-inch diameter of a tree. This would be something like
28 a dogwood or horticultural cherry. This is something like a hardwood—two stories. This is as
29 wide as it has to be, the trunk. Pine tree, that's not big, right? They protect those trees. But in
30 Apex, trees often stand no chance. Large-scale clear cutting is common. Developers pay fees
31 instead of preserving tree canopy. Cary backs up its policies with regular audits, required
32 replacement of protected trees, and strict fines for violations. Apex, on the other hand,
33 approved the Western Big Branch force main sewer infrastructure for a private development
34 through a forested area outside of town limits, in an aim to destroy valuable canopy, despite
35 having a treeless corridor of open space on the other side of US 1. If Cary can protect its trees
36 and enforce its rules, so can Apex. It's time for us to protect our trees."

37 **Mayor Gilbert** thanked Ms. Cozzolino.

Mayor Gilbert called for a ten (10) minute break and announced the meeting stood in recess.

Council recessed the meeting at **8:50 p.m.**

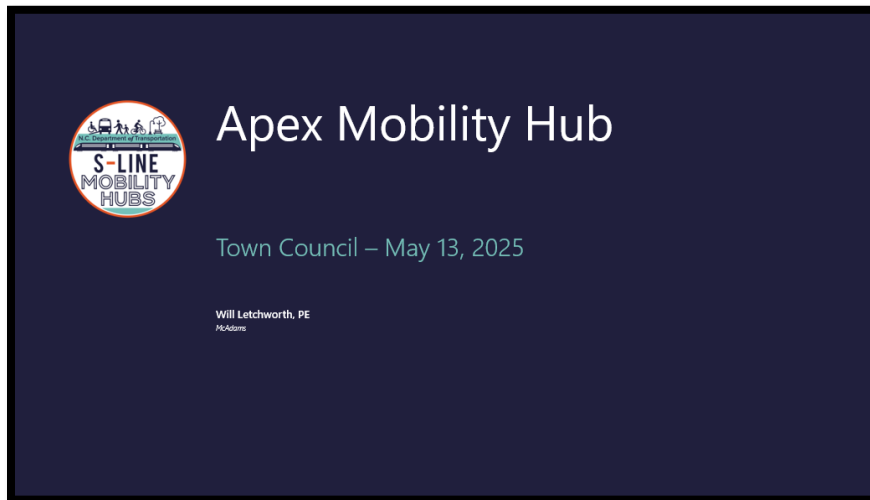
Council returned to session at **9:00 p.m.**

[NEW BUSINESS]

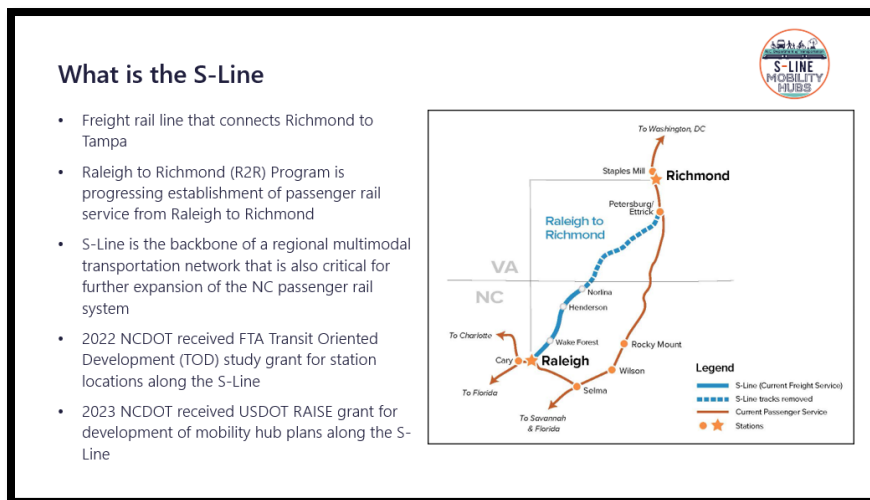
NB1 Apex S-Line Mobility Hub Plan Acceptance

Shannon Cox, Long Range Planning Manager, Planning Department along with **Will Letchworth**, Vice President of Transportation for McAdams gave the following presentation:

[SLIDE 1]



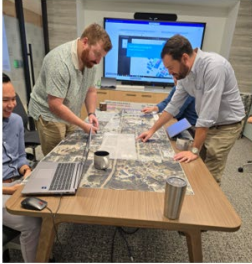

[SLIDE 2]



1 **[SLIDE 3]**

Scope of Mobility Hub Feasibility Study


- Understand existing and planned future conditions
- Work with public to understand desired mobility hub elements
- Identify potential mobility hub locations
- Select preferred location
- Develop concept plans and cost estimates for preferred location
- Develop implementation and funding plan



2
3 **[SLIDE 4]**

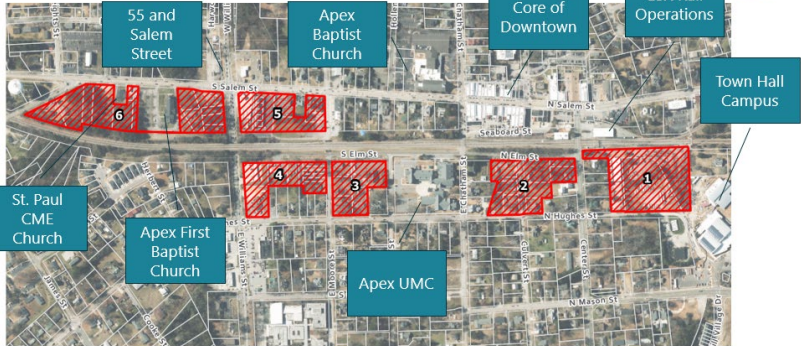
Mobility Hub Feasibility Study Timeline


- July 2023 - TOD Plan Completed
- May 2024 – Feasibility Study Begins
 - Understand current and planned future conditions
- August 2024 – Public Open House / Survey
 - Identify potential locations and select preferred location
- January 2025 – Property Owners Meeting
 - Develop mobility hub concepts and cost estimates
 - Develop implementation and funding plan
- February 2025 – Public Open House
 - Revise concepts and finalize report
- April 2025 – Planning Board Recommended Acceptance
- May 2025 – Town Council Meeting for Possible Acceptance



4
5 **[SLIDE 5]**

Potential Mobility Hub Locations





1 **[SLIDE 6]**



2
3 **[SLIDE 7]**

Four Phases

- **Phase 1** – Potential to be constructed prior to rail service. Includes improvements to existing parking lot and transit stop, pedestrian improvements along Moore Street, lighting, bicycle parking, and possible EV chargers. Includes bus layover spaces, secured restroom, safety and security measures.
- **Phase 2** – With rail service. Includes platform, additional security measures, café, restrooms, information office, and elevated crossing of railroad.
- **Phase 3** – Extension of Phase 2 with elevated crossing of E. Williams Street.
- **Phase 4** – Phase 3 Integrated within undetermined future redevelopment of block.

4
5 **[SLIDE 8]**



6

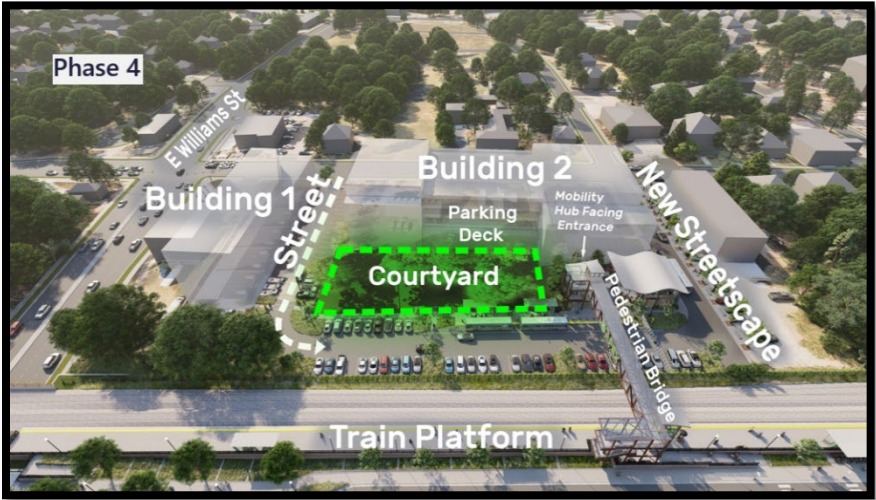
1 [SLIDE 9]



2
3 [SLIDE 10]



4
5 [SLIDE 11]




6

[SLIDE 12]

Updates Since Work Session

- April 8th – Final report completed
- April 14th – Planning Board recommended acceptance of the study
 - Desire to see green space extend to Salem Street with future development
- April 22nd – S-Line Coalition Meeting
 - NCDOT working to determine FTA Class of Action in Q2, working to complete NEPA in Q4
 - Monitoring additional USDOT funding opportunities to fund final design and construction of mobility hubs
 - Continuing coordination with NCDOT and communities



[SLIDE 13]

Thank You!



Will Letchworth, PE
Letchworth@McAdamsco.com

Mr. Letchworth asked if there were any questions.

Mayor Gilbert thanked Mr. Letchworth and Ms. Cox.

Councilmember Gantt asked if Mr. Letchworth would go over the Raise Grant in Apex and the NEPA, and asked what the status of other mobility hubs with those grants were.

Mr. Letchworth said that the Raise Grant for Apex included the feasibility study that was just gone through, the conceptual designs association that provided some environmental information regarding environmental conditions, and that it will be included in the larger environmental document that the Department is performing for all of the mobility hubs.

A **motion** was made by **Councilmember Gantt**, seconded by **Councilmember Mahaffey** to accept the Apex S-line Mobility Hub plan.

VOTE: UNANIMOUS (5-0)

NB2 Resident Advisory Board Process Updates

Town Clerk Allen Coleman said the Ordinance Amendments associated with the Resident Advisory Board updates previously provided by Council at their December Work Session would be returning on the May 27, 2025 Town Council Meeting agenda for adoption. He said most items had been addressed in previous discussed and asked for clarity on two particulars as it related to the term limits and how council wanted to account for prior years of service. He said that a few members would be impacted by the new term limit rule but that a majority of members would not see an immediate impact.

Councilmember Zegerman said his position was to implement the term limits as stated in December effective immediately including prior years of service.

Councilmember Mahaffey said he felt if this changed when somebody was in their term, they should be able to finish the current term then not be eligible for reappointment after that term expired.

Councilmember Gantt asked what the options were when this was being discussed.

Town Clerk Coleman said that he and the Deputy Town Clerk had previously presented these recommendations to all boards over the last several months. He said that board members requested that the six-year term limit start fresh once it was implemented and not count current years of service.

Councilmember Gantt asked if there was somewhere in the middle.

Town Clerk Coleman said not one that was clean as each member had a set specific term and this new limit would impact each member differently.

Councilmember Mahaffey said that there are rough edges whenever policies are changed and it was important to think of the long term impact. He said he was supportive of initiating term limits for all boards for consistency.

Mayor Pro Tempore Gray suggested that the term limit should start this December but those who would currently be limited by term would get an extra term of eligibility. He said experience and expertise were important, and the Council could choose when they wanted to see the change. He said he was not supportive of term limits in general for any office advisory in nature or otherwise.

Councilmember Killingsworth said that she believes in term limits. She said that she was in favor of counting prior years of service and not allowing Board members to be eligible for reappointment after their current term if they have already served 6 years. She said there are other boards and other ways community members can still volunteer and share their expertise.

Mayor Gilbert asked if this came from the rules committee.

Town Clerk Coleman said that it came from the December Work Session.

Mayor Gilbert asked what the goal was for term limits.

Town Clerk Coleman said to rotate new ideas. He said that there had always been term limits established for every board other than Parks and Rec. He said the Council previously modified term limits several years ago but kept a single term to three-years. He

1 said that the Board of Adjustment terms could not be modified as they were set by state
2 Statute.

3 **Councilmember Mahaffey** said that term limits were also inconsistent across the
4 boards that did have them. He said the Clerk's recommendation for term limits for all boards
5 is a good idea and he was supportive.

6 **Councilmember Zegerman** said that there were consistently more applications than
7 there are vacancies and this creates more opportunity for rotation. He said he would like to
8 see more targeted recruitment to include applicants with specific experiences and
9 backgrounds to ensure the Town's advisory boards were operating in the most effective
10 manner.

11
12 A **motion** was by **Councilmember Mahaffey**, seconded by **Councilmember**
13 **Zegerman** to establish the definition of a single term to two (2) years for all advisory boards,
14 excluding the Board of Adjustment , with a maximum of three (3) consecutive two (2) year
15 terms effective July 1, 2025, and direct the Town Clerk to count prior years of service when
16 calculating members who are eligible to continue serving.

17 **VOTE: 3-2** with **Mayor Pro Tempore Gray** and **Councilmember Gantt** dissenting.

18 **MOTION PASSED.**

19
20 **[CLOSED SESSION]**

21 A **motion** was made by **Councilmember Killingsworth**, seconded by **Mayor Pro**
22 **Tempore Gray** to enter into closed session pursuant to **NCGS §143-318.11(a)(4)** and
23 **NCGS §143-318.11(a)(5)**:

24 **VOTE: UNANIMOUS (5-0)**

25 Council entered closed session at **9:19 p.m.**

26
27 **CS1 Steve Adams, Real Estate and Utilities Acquisition Sp., Trans. and Infra. Dev.**
28 **Dept.**

29 **NCGS §143-318.11(a)(5):**

30 "To establish, or to instruct the public body's staff or negotiating agents concerning the
31 position to be taken by or on behalf of the public body in negotiating (i) the price and
32 other material terms of a contract or proposed contract for the acquisition of real
33 property by purchase, option, exchange, or lease;
34
35
36

CS2 Steve Adams, Real Estate and Utilities Acquisition Sp., Trans. and Infra. Dev. Dept.

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;

CS3 Joanna Helms, Director, Economic Development Department

NCGS §143-318.11(a)(4):

"To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations, or to discuss matters relating to military installation closure or realignment."

CS4 ADDED - Steve Adams, Real Estate and Utilities Sp., Trans. and Infra. Dev. Dept.

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;

[ADJOURNMENT]

Council returned to open session at **10:22 p.m.**

With no further business being presented by the Council, **Mayor Gilbert** adjourned the meeting at **10:23 p.m.**

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 MEETING MINUTES

TOWN OF APEX TOWN COUNCIL WORK SESSION TUESDAY, MAY 20, 2025 3:30 P.M.

The Apex Town Council met for a work session on Tuesday, May 20, 2025 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=yCbMg_T-vA

[ATTENDANCE]

Elected Body

Mayor Jacques K. Gilbert (presiding)
Mayor Pro-Tempore Ed Gray
Councilmember Brett Gantt
Councilmember Arno Zegerman
Councilmember Audra Killingsworth (*arrived late see note below*)
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

All other staff members will be identified appropriately below.

[COMMENCEMENT]

Mayor Gilbert called the meeting to order at 3:33 p.m., welcomed everyone in attendance, and led the Pledge of Allegiance. He said it was his understanding from the Town Clerk that new, cordless-wireless microphones were included in the proposed fiscal year budget and he looked forward to having those installed. He said it is a priority for members of the public to be able to hear on the livestream but also for the sound to be heard clearly in the back of the meeting space on the 3rd Floor.

Town Clerk Coleman said that was correct and those should be installed in time for the August work session, following the Council's summer break.

1 **Mayor Gilbert** said the Town Manager will lead us through the work session items and
2 that the agenda was full.

3 **Town Manager Vosburg** said that the main topics for today's work session were
4 specifically related to public safety and that both the Fire Chief Tim Herman and Police Chief
5 Ryan Johansen would be providing a presentation on various topics, projects, and
6 initiatives.

7
8 **[FIRE STATION LOCATION STUDY RESULTS AND RECOMMENDATIONS]**

9
10 **Fire Chief Tim Herman** provided the following PowerPoint presentation.
11 **CLERK NOTE:** Throughout the presentation questions were asked by members of the
12 elected body. Those questions and the staff's corresponding responses are denoted below
13 each PowerPoint slide as applicable.

14 **[SLIDE 1]**



15
16 **[SLIDE 2]**

What factors drive fire station needs/locations?

1) ISO (Insurance Ratings)

- 5 road mile district
- 6 road mile district
- Road mile distribution for Fire Engines (1.5 miles), Aerials, and Service apparatus (2.5 miles).
 - No response time factors, just distance.

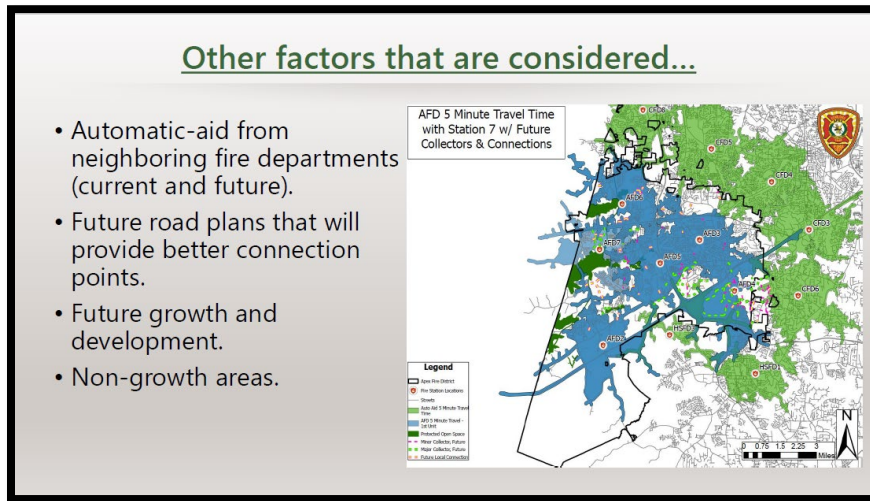
2) Response Time Goals (travel)

- AFD has adopted the following
 - 5 min. for the first arriving (suppression unit)
 - 8 min. for the ERF of 17 FFs
- National Standard/Guideline
 - 4 min. for the first arriving
 - 8 min. for the ERF of 17 FFs

* 1.5/2.5 road mile is an outdated methodology; they allow for response time substitutions, which are preferred to better evaluate effectiveness of station and unit locations.

*Times are measured at the 90th

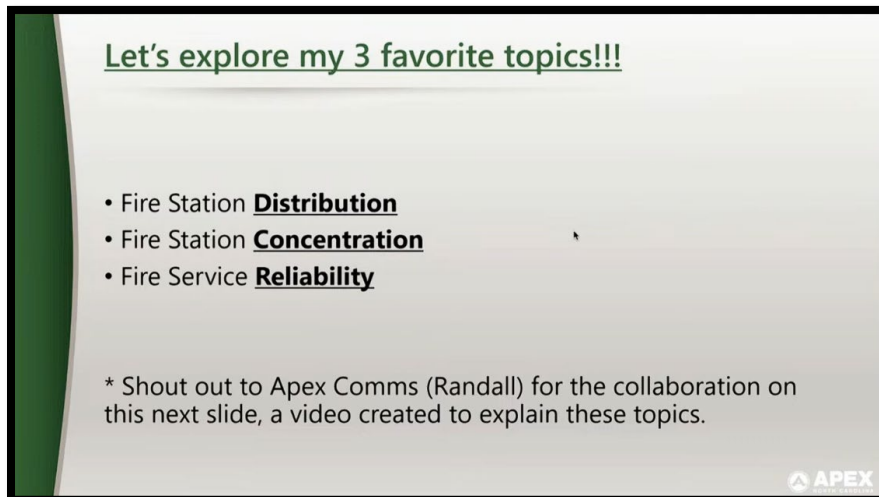
1 [SLIDE 3]



2
3 **Councilmember Gantt** asked if the gaps were reflected in the white areas between
4 the blue and the green areas.

5 **Chief Herman** said that is correct and there were maps that would show more detail
6 about what this means.

7 [SLIDE 4]



8
9 [SLIDE 5 (VIDEO)]

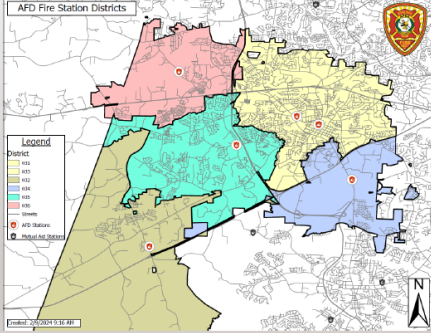
10 **Chief Herman** showed a video to show his vision for Apex Fire Department.
11 During this slide, the Mayor, Town Councilmembers, Town Staff, and members of the public,
12 both in-person and online, watched a video on how the Town's Fire Station locations are
13 determined, how the number of fire engines are determined for a particular station, and
14 much more. The focus topics covered were Fire Station Distribution, Fire Station
15 Concentration, and Fire Service Reliability.

- 1 **Councilmember Killingsworth** arrived at the meeting at **3:43 p.m.**
2 **[SLIDE 6]**

Station Location Methodology

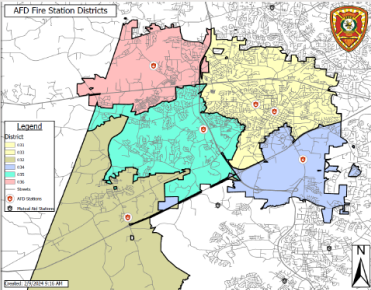
Distribution

- Fire Station locations throughout a fire district.
- Related to the first arriving travel times.
- Fire Stations are “distributed” in a manner to reach as much of an area within the 1st arriving response time goals and ISO road mile recommendations.



- 3
4 **[SLIDE 7]**

Station Location Methodology



Concentration

- The close gathering of resources to address effective response force (ERF) and reliability.
- Multiple crews and apparatus types at one fire station.
- Number of personnel on each crew.
- Types of resources in each area.
- Using our neighbors

5

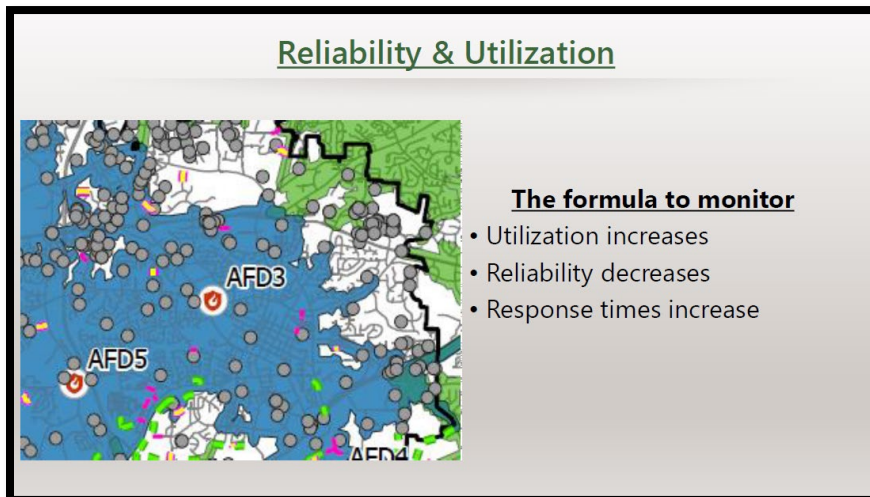
1 [SLIDE 8]

Effective Response Force (ERF) Example

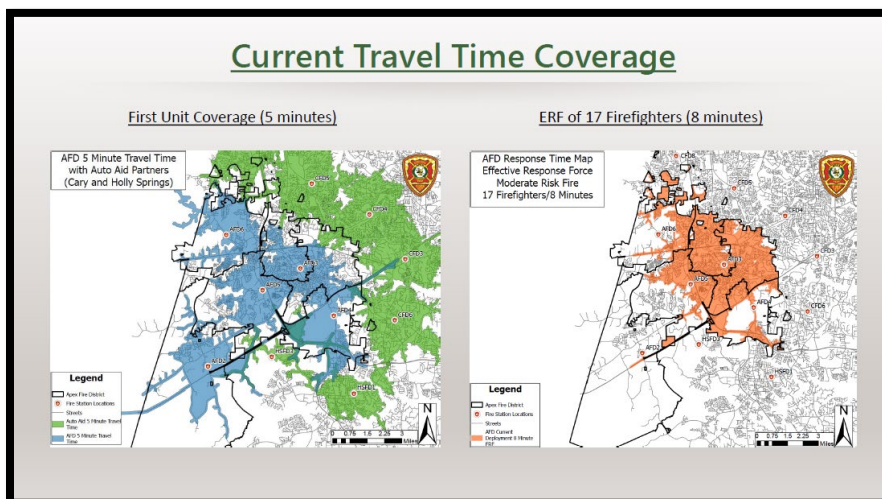
Single family residential structure fire (moderate risk)	
Critical Task	Number of Personnel
Command/Safety/Accountability	3
Fire Attack/Investigation Crew	2
Rapid Intervention Crew (OSHA Requirement)	4
Search/Rescue Crew	2
Pump Operator	1
Backup/Support Crew	2
Water Supply	1
Ladder/Vent Crew	2
Total ERF	17
Achieved with 4 Engines, 1 Ladder, 1 Rescue, and 2 Battalion Chiefs (CAM Wide)	

APEX

2
3 [SLIDE 9]



4
5 [SLIDE 10]



6

Councilmember Mahaffey asked what the colors meant

Chief Herman said if an area is not covered by blue, it would be a response time of over 5 minutes.

Councilmember Zegerman asked if deploying 17 firefighters is a national standard and if the equipment types that are deployed are also standard.

Chief Herman said that was correct.

Councilmember Mahaffey asked how mutual aid works in practice.

Chief Herman explained that within the Cary, Apex, Morrisville area each fire department dispatches units seamlessly within areas close to each other.

Councilmember Mahaffey said that he understood the dispatch but wanted to know about response if another incident arises after a significant response

Chief Herman said dispatch is County-wide, so if a significant portion of Apex's fire department was on a call for a large incident, Holly Springs personnel could move up into Apex to be ready to respond to additional incidents here if necessary. He said they could also move around units from other Apex stations to provide coverage.

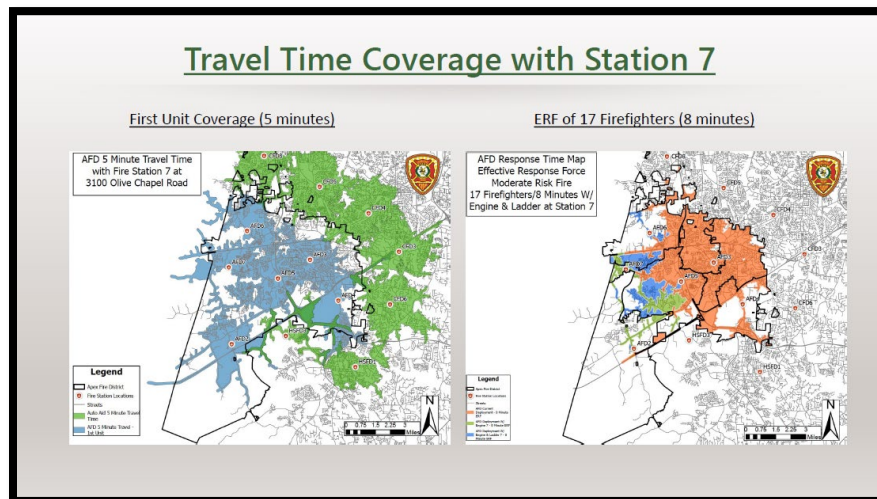
Councilmember Gantt asked why New Hill doesn't have any orange.

Chief Herman said that it's because there's just one engine at Station 2 and the next closest station is #5 with an engine and a ladder. He said those can arrive to the area within 8 minutes, but that would still be less than 17 people.

Councilmember Gantt said that there were multiple stations that work in these areas. He asked if any stations by themselves have 17.

Chief Herman said the most a station has is 8 personnel, and the minimum staffing is 7.

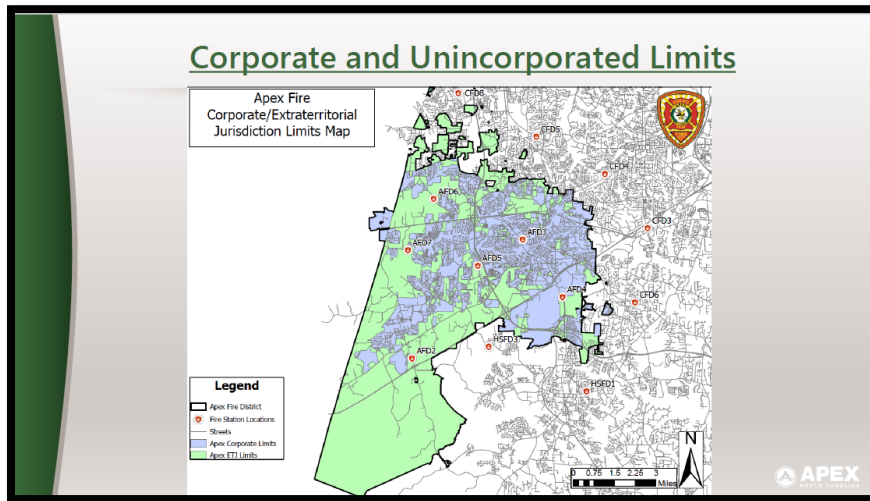
[SLIDE 11]



Councilmember Zegerman asked what the white area meant.

Chief Herman said that was an area that would never be developed, such as protected land, water, etc.

[SLIDE 15]



Mayor Pro Tempore Gray asked about the addition of stations in the surrounding communities.

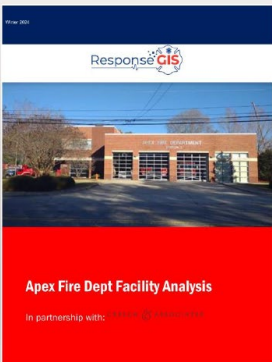
Chief Herman said that Holly Springs had recently opened a new one and there were more planned in the next 5 years. He said that Apex's Fire area may be growing soon with County realignment, and it may increase Apex's cost share some.

Councilmember Gantt asked if there were any County fire stations.

Chief Herman said no, and they contract with all surrounding municipalities, including the City of Raleigh and Cary.

[SLIDE 16]

3rd Party Vendor Study



- In conjunction with the town's facility and space needs master plan.
- Fire station assessments
- General fire district data, Town development and population information
- Response time analysis
- Vulnerability risk scoring
- Recommendations

* We are using this study as a planning tool

1 [SLIDE 17]

3rd Party Recommendations

Town of Apex, NC
Fire Facilities Location Analysis

ResponseGIS

Recommendations

1. This study supports the moving of Engine 31 into Station 3 after renovation and expansion as there is a very minor loss in first due response coverage and none in first alarm assembly coverage.
2. This study does not support forgoing the Engine in Station 3 for a Station in the potential future station 7 location as it is needed for the downtown area first due coverage and first alarm coverage as well.
3. Consider increasing the minimum staffing on Engines throughout CAM to be able to reduce the apparatus needs for first alarm assignments and increase geographic coverage.
4. Consider additional staff and apparatus in Station 6 as this improves the first alarm coverage geographically currently.
5. The additional station scenarios support an additional station on the westside of the fire district due to development, anticipated population, demand for services, and increased structural risk to the community. Stations should be at least 3 bays with an eye toward future expansion if found necessary in subsequent studies.
6. The best one-station VRI score first due coverage scenario is Station 7 at New Olive Church Road and Weaver Crossing. However, the better first alarm coverage is Station 7 at Kinship & Richardson. This location would also be a consideration for additional apparatus compared to Station 6.
7. If one additional station is constructed without consideration of additional, it should be operational within five years with an Engine, Ladder, Rescue and Battalion Chief.
8. A two additional scenario using the AFD given locations does not improve the VRI coverage and has a similar first alarm geographic coverage as a full staffing (Engine/Ladder/Battalion Chief) in the single station scenario Station 7 at Kinship and Richardson.

APEX

2
3 [SLIDE 18]

3rd Party Recommendations

Town of Apex, NC
Fire Facilities Location Analysis

ResponseGIS

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APEX

4
5 [SLIDE 19]

3rd Party Recommendations

Town of Apex, NC
Fire Facilities Location Analysis

ResponseGIS

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APEX

6

Councilmember Zegerman asked if adding more staff would change the 17-person target or the number of vehicles traveling.

Chief Herman said it would change the number of vehicles traveling.

Councilmember Mahaffey asked about what that meant for additions.

Chief Herman said for a goal of maintaining 4 staff per engine, it is standard to hire 5 for that engine. He said this would be an addition of 15 staff.

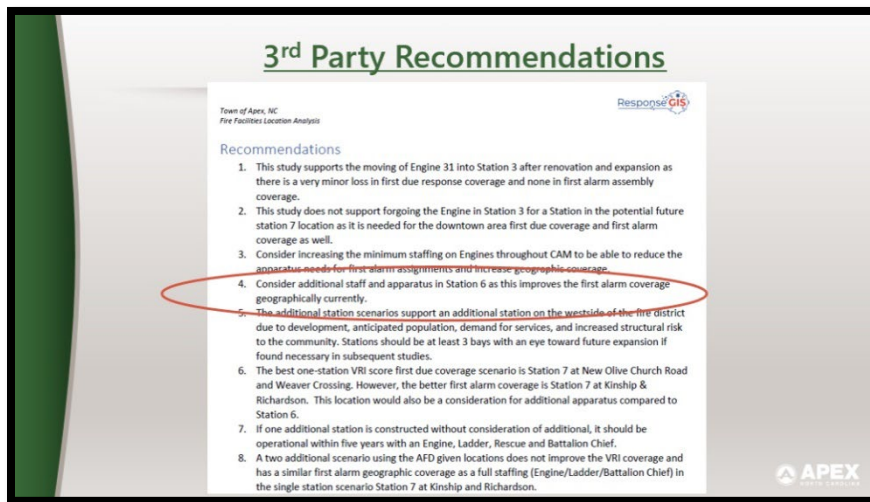
Councilmember Mahaffey asked if these numbers included the current year's request

Chief Herman said no, that would be in addition to this year's request.

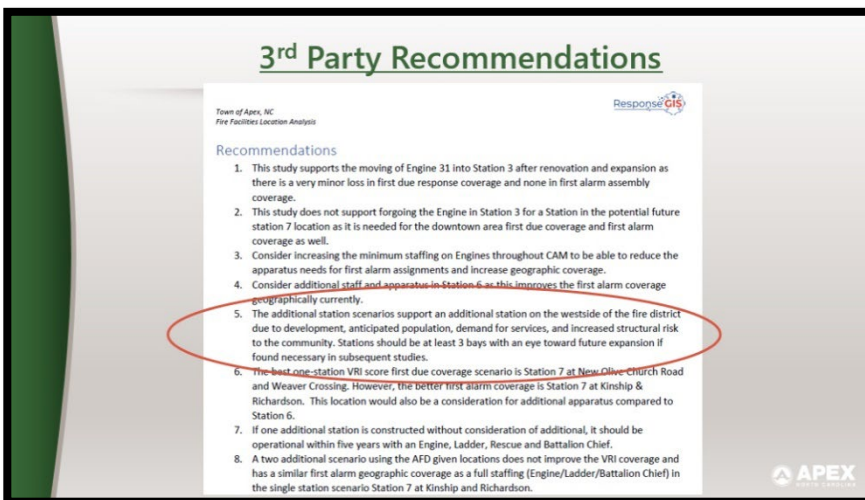
Town Manager Vosburg said that to that point, the six additional positions this year are to help maintain the current minimum standard.

Chief Herman said that more staffing allows time and flexibility for staff to utilize their time off, FMLA, or Workers' compensation.

[SLIDE 20]



[SLIDE 21]



1 [SLIDE 22]

3rd Party Recommendations

Town of Apex, NC
Fire Facilities Location Analysis

ResponseGIS

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APEX NORTH CAROLINA

2
3 [SLIDE 23]

3rd Party Recommendations

Town of Apex, NC
Fire Facilities Location Analysis

ResponseGIS

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APEX NORTH CAROLINA

4
5 [SLIDE 24]

3rd Party Recommendations (Timeline)

Town of Apex, NC
Fire Facilities Location Analysis

ResponseGIS

The following is a suggested timeline for recommendations discussed above.

Steps	Description	Notes	Year 1	Year 2	Year 3	Year 4	Year 5
1	Renovate/Expand Station 3	To accommodate Engine 31					
2	Move Engine 31 to Station 3	Close Station 1					
3	Acquire land for Station 7	Kinship/Richardson					
4	Consider increasing staff	Minimum Engine staffing to 4 in CAM					
5	Consider increasing staff	Adding Ladder, Rescue, and Batt. Chief to Stn. 6					
6	Construct Station 7 (3-4 Bay)	Kinship/Richardson					
7	Staff & vehicles Station 7	Engine, restation Ladder/Rescue/Batt. Chief from Stn 6.					

APEX NORTH CAROLINA

6

[SLIDE 25]

Recommendation	Status/Timeframe
1. Close Fire Station 1, relocating the Engine from station 1 to station 3 (station 3 does not currently have an engine, just a heavy rescue).	Currently in the works, station 1 slated to close after renovations to station 3.
2. Re-evaluate the response time gaps on the east side of Apex after Station 1 is closed. If the evaluation of response times on the east side of Apex continue to indicate the need for a fire station, add to CIP. This fire station would address distribution and be a single company fire station, (1 engine crew).	Evaluation period of 12-months and come back with any needed recommendations on the east side for a possible Station 8.
3. Build a 2-company fire station on the westside of Apex to address response time gaps (first arriving and ERF). Phase in the 2 companies over 2-3 years. <small>*based on the possible need on the east side, the 2nd company may be shifted to the east side station first, then add the 2nd company here.</small>	Based on current needs and future growth, we recommend this fire station open in 2030. This is already in the current CIP with dates below. <ul style="list-style-type: none"> • Land secured in FY26 • Design/Planning in FY28 • Start construction in FY29
4. Continue to monitor response time data as the town increases in population and road miles. Both will increase utilization and decrease reliability, resulting in the need of additional resources to maintain quality service delivery.	This is an on-going process.

Councilmember Killingsworth asked about if recommendation was that future station 7 would need to be expanded.

Chief Herman said that it was recommended that Station 7 would be a 3 to 4-bay fire station, which would hold 2 companies.

Councilmember Killingsworth asked if there was space for this recommendation.

Chief Herman said that there was space, and it would be built and be ready for two fire companies.

Town Manager Vosburg said it would be ready for expansion to 2 companies when needed.

Councilmember Killingsworth asked did the land have the ability for expansion in the future if needed.

Town Manager Vosburg said that it would be appropriate for the maximum of what is being recommended.

Councilmember Zegerman asked what fire station Apex has as a two-company fire station currently.

Chief Herman said station #5 and #4.

1 [SLIDE 26]

Other Items

- The locations of stations 3, 4, 5, and 6 are recommended to stay where they are. This is based on assessment of current station location, age/condition of station, and current infrastructure in place.
- Station 2 is also recommended to remain in its current area; however, it is in need of replacement.
- Fire Administration was not part of the location study, but was part of the space needs study.
 - Showed the need for a 315% space increase.
 - In CIP for FY26 Design, FY27 Construction @ Hunter Street Public Safety Campus.
 - HWY 55 Project, 2030, 5 years away.



2
3 **Councilmember Zegerman** asked what was driving the 3x increase in space
4 requirements.

5 **Chief Herman** said the space they have is already full with current positions without
6 conference room and lobby space, and with the additional position needs it adds space
7 needs as well.

8 **Councilmember Gantt** asked if there is a possible opportunity to build a station with
9 Cary.

10 **Chief Herman** said that Cary was reaching the district line fairly well and he reiterated
11 that all areas aren't going to be filled in completely, and this was a fairly large area. He said
12 that if a new station was built that it would take care of most of the area.

13 [SLIDE 27]

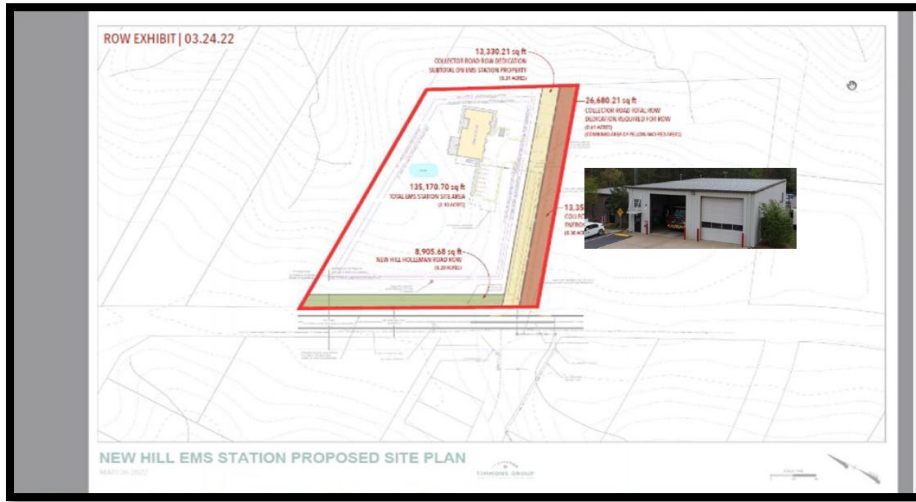
Apex Station 2



- Recommended to remain in current location.
- Labeled as "end of life".
- Deficient in many areas outlined in facility and space needs master plan.
- Is in our CIP to replace in the "future", after Station 3, 7, and Fire Administration Office.

We have an opportunity to consider...

[SLIDE 28]



Councilmember Gantt asked what was north of this and where was the main road.
Chief Herman said in front to the north.

[SLIDE 29]

The "Deal" on the Table...

- Wake County EMS would like to co-locate and **cost-share** the station.
- Design FY28
- Construction FY29

APEX

Councilmember Mahaffey asked if Wake County would lead the design and construction of the new building.

Chief Herman said that that would be asked at the meeting that was being held May 21st, but prior discussions had been that Apex would own the building and that would usually mean that Apex would lead in design and construction. He gave an example of Wake County's recent partnerships like this.

Councilmember Mahaffey asked for clarification on if the ask was to delay Fire Station 7, or to provide additional resources to build this with Wake County.

Chief Herman said that it would be up to what was wanted by Council, and this was the question.

1 **Mayor Pro Tempore Gray** said that the next meeting information would help make
2 the decisions. He said that if Wake is heavily invested in this and it is an offer that goes away,
3 that's something the Council would have to decide.

4 **Councilmember Mahaffey** asked about

5 **Councilmember Zegerman** asked about a scenario in which station 2 was
6 redesigned to be a 2-company station.

7 **Chief Herman** said that scenario was not modeled here.

8 **Councilmember Mahaffey** said that Station 2 looks like a shed and asked what was
9 inside.

10 **Chief Herman** said that it is turn out gear storage, workout rooms, and other things
11 that are needed.

12 **Councilmember Mahaffey** asked if the ballpark amount of cost share for a new
13 station with Wake County would be \$10 million.

14 **Chief Herman** said that would probably be close, as the total cost of a new station
15 today would be around \$12 million.

16 **Mayor Pro Tempore Gray** said he would like to see more about the budget for this.

17 **Chief Herman** said at the meeting that he could get more of an estimate.

18 **Councilmember Killingsworth** said that Wake is going to build this regardless of if
19 Apex is part of this.

20 **Councilmember Mahaffey** said that there were 2 stations at least that were going to
21 be replaced in the next 10 years, and those could be more expensive that this opportunity for
22 the town.

23 **Councilmember Killingsworth** asked Chief Herman to ask if they had programmed
24 the money and if not, would they consider delaying this project a year or two.

25 **Chief Herman** said that they have already delayed this and wanted to start in FY 2026.
26 He said they will know more soon.

27 **Councilmember Zegerman** asked if they could own the building with Apex doing a
28 35% cost share.

29 **Chief Herman** said they seemed to want Apex to own the building in this scenario,
30 but they could discuss that.

31 **Councilmember Gantt** asked if this would be better for the town to have this versus
32 two separate stations in the long term.

33 **Chief Herman** said yes. He said this would help them "call share" and it would save
34 taxpayer money

35 **Councilmember Gantt** asked if it is one building and parking.

36 **Chief Herman** said that they own this, and Apex leases and it would be an option to
37 purchase this so that the complex could be built.

1 [SLIDE 30]

In Summary

- External & Internal studies have occurred, which have provided a roadmap for additional fire resources and needs for the next 5-7 years.
- Plans are in place for continuous monitoring to ensure our service delivery maintains high standards and these plans will guide us for years to come.
- The Hunter Street Public Safety Campus design is well under way and will address many needs outlined today.
- Station 7 plans are in motion.
- Research Station 2's opportunity with Wake County.

APEX

2
3 [SLIDE 31]



4
5 **Mayor Gilbert** asked if more fire stations were built where training is for everyone.

6 **Chief Herman** said that there is training in various locations. He said that there is the
7 Wake County Fire Training Center, he said they also travel to Sanford Community College,
8 Central Carolina Community College and Fayetteville Tech to name some.

9 **Mayor Gilbert** asked if there was training while firefighters were on their shift.

10 **Chief Herman** said that 95% of Apex fire training is on duty.

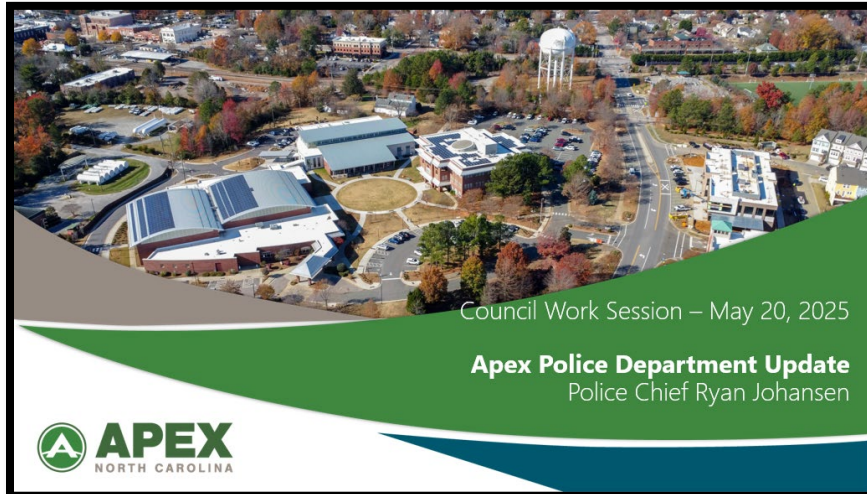
11 **Town Manager Vosburg** said that a big point is the ISO and that research shows that
12 it is in the top 1%, and that it is huge and asked that this to be kept in mind while making
13 decisions.

14
15 [BIANNUAL PUBLIC SAFETY UPDATE - POLICE]

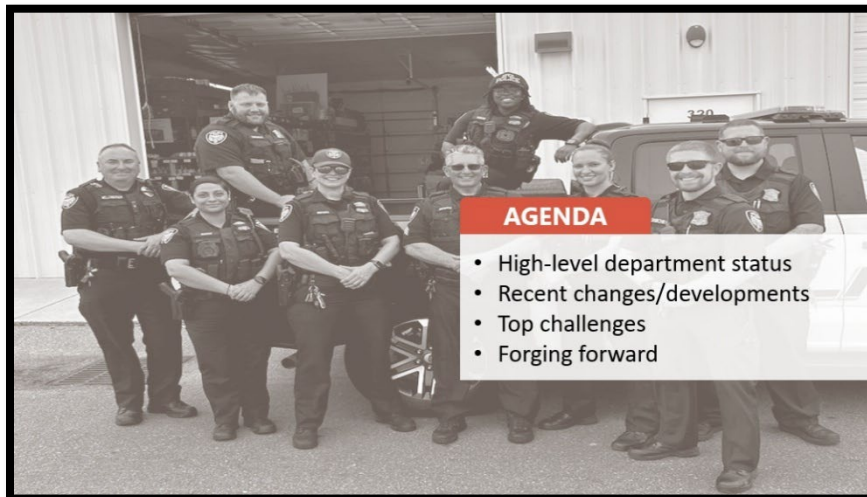
16
17 **Police Chief Ryan Johansen** provided the following PowerPoint presentation.
18

CLERK NOTE: Throughout the presentation questions were asked by members of the elected body. Those questions and the staff's corresponding responses are denoted below each PowerPoint slide as applicable.

[SLIDE 1]




[SLIDE 2]



1 **[SLIDE 3]**

High-Level Department Status


- Critical learning processes underway
 - 1-2 hour 1-on-1's with ALL staff
 - Professional and sworn
 - About 50 completed
 - Lens: collective success through individual success
 - Expanded Command Staff meetings
 - Identification of informal leaders/mavens
 - CALEA assessment
 - Exhaustive policy/procedure reviews
 - Community outreach
 - Surveys, meetings, Chat with the Chiefs



2
3 **[SLIDE 4]**

High-Level Department Status

- Early takeaways
 - Dedicated men and women here with purpose
 - Strength = Community Policing!!!!!!
 - Some deep hurt and frustration
 - But...with constructive suggestions
 - Excited, positive and optimistic about the future
 - Open to change
 - Lack of organizational identity (culture)
 - Technological shortcomings
 - Some duplicitous/unnecessary procedures
 - Deep love for the community...and one another



4
5 **[SLIDE 5]**

Recent Changes/Developments

- Introduction of new lenses for organizational culture
 - Challenge/Response
 - 4 Quadrants




	Internal	External
Individual	Consciousness Worldviews Values Purpose Knowledge	Behavior Habits Skills Communication Health
Collective	Culture Shared Values Shared Purpose Social Norms History	Systems Structure Processes Agreements Metrics

1 **[SLIDE 6]**

Recent Changes/Developments


- Making wellness more accessible
 - P-Time for ALL staff (4x increase thus far)
 - P-Time not in lieu of meal time
 - Team fitness activities
 - CISD and destigmatizing mental health
 - Focus on recovery



2
3 **[SLIDE 7]**

Recent Changes/Developments

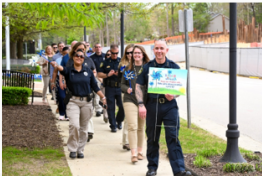
- Enhancing proactive policing
 - Critical for crime control and deterrence
 - Critical for reducing injuries on roadways
 - Previous 75% increase in collision injuries with 80% reduction in proactive traffic stops
 - Traffic stops up more than 3x in last 60 days
 - Rewarding proactive efforts
 - Overwhelmingly positive community feedback
 - Early warning systems well in place to mitigate risks
 - Random audits and BWC reviews
 - Robust complaint handling processes (CALEA)
 - CULTURE CHANGE – Big Picture Policing



4
5 **[SLIDE 8]**

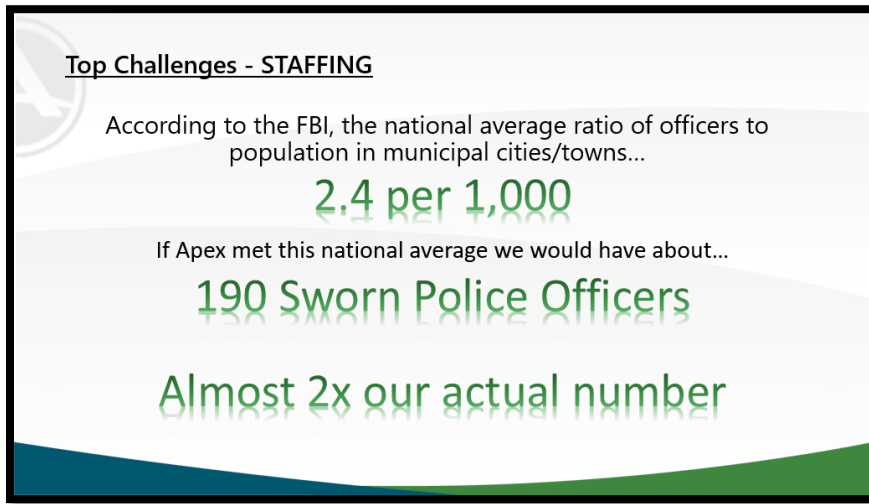
Recent Changes/Developments

- Here...people come first!
 - The Forgiveness Dichotomy
 - Accountability isn't just for line-level staff
 - Command...ORGANIZATION
 - How can every experience make us better?
 - The developmental lens
 - This is an incredibly difficult job being done by flawed human beings
 - Policy and procedure are important, cannot replace critical thinking in rapidly evolving circumstances
 - We must maximize our ability to deploy happy, healthy, well-adjusted human beings into our community in APD uniforms



6

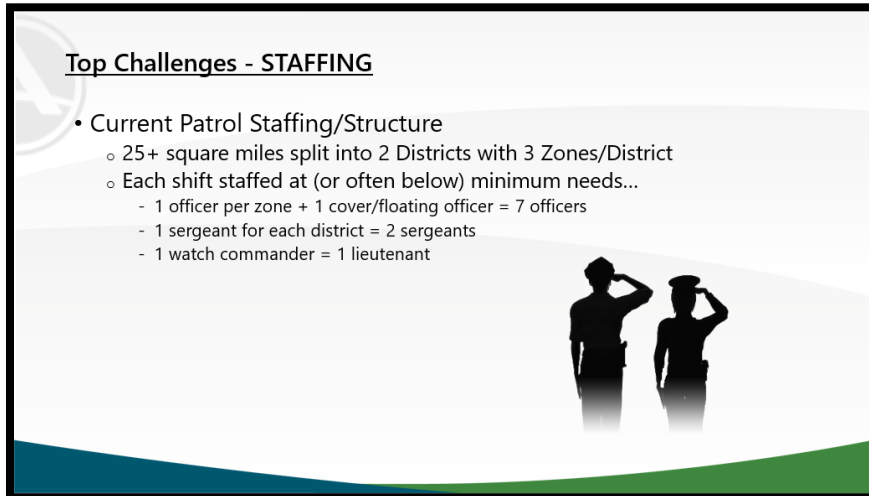
1 [SLIDE 9]



2
3 **Councilmember Zegerman** asked what the recommended ratio would be for a Town
4 the size of Apex.

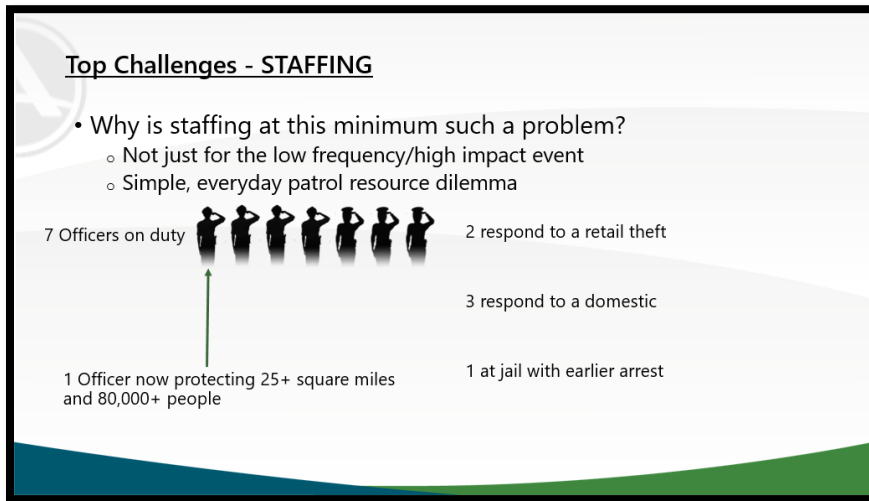
5 **Chief Johansen** said that the short answer is that there is not a recommended ratio.
6 He said that there is no one that is going to recommend a standard for staffing a Police
7 Department. He said that he is an advocate for a staffing model, and he would be working to
8 bring that to Council.

9 [SLIDE 10]



10
11

1 [SLIDE 11]



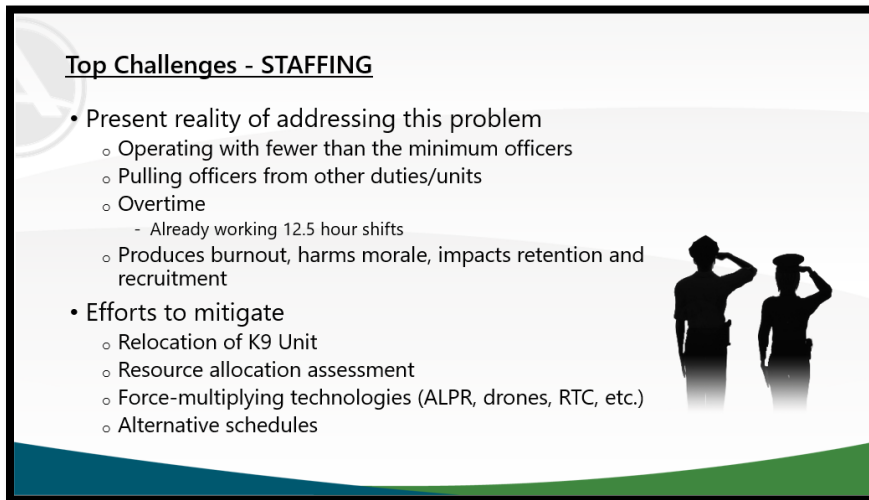
2 **Councilmember Zegerman** asked how many positions are currently open.

3 **Chief Johansen** said that technically zero because there are seven new officers
4 currently in some stage of the backgrounding process to be hired, but they are not actually
5 on duty as of now.

6 **Councilmember Zegerman** asked if that was from recruiting catching up since Chief
7 Johansen started.

8 **Chief Johansen** said that when he came, he believes there were 14 vacancies.

9 [SLIDE 12]



1 **[SLIDE 13]**

Top Challenges - SPACE

- Beautiful downtown police station
- Outgrew it the day we moved in
- Command has maximized use of space
 - Lieutenant office in a utility closet
 - Multiple staff in single person offices
- Lack of space for new programs
 - Real-Time-Crime-Center
 - Wellness equipment
 - CNT/SRT
- Use of public safety stations has been critical, but has issues
 - Siloes, social disconnection, subcultures, etc.



2
3 **[SLIDE 14]**

Top Challenges – CARS & TECHNOLOGY



- 30+ vehicles due for replacement
 - Less than half in budget (never catch up)
 - Police vehicles are different
- Outdated, substandard CAD/RMS
 - Replacement underway
- No police scheduling program
 - Police scheduling is highly-specialized
- Inability to work outside of vehicle
 - Wireless cards
- Lack of armor for victim rescue/de-escalation



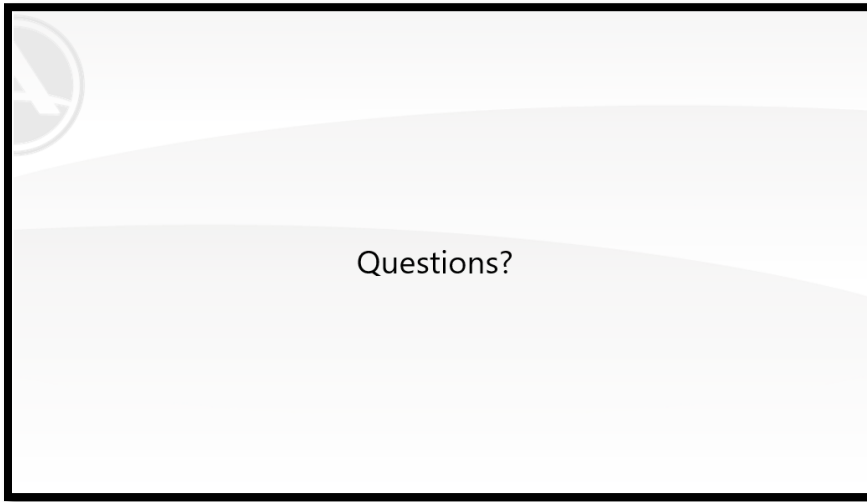
4
5 **[SLIDE 15]**

Forging Forward

- Chat with the Chiefs
- Integral Wellness Program
- Alternative patrol schedules under review
- Succession planning (vacancies)
- Full personnel allocation assessment
- 'Start With Why' and Team Building Workshop
- ALPR program starting (Flock)
- UAS/Drone expansion
- New CAD/RMS
- Ride-Along Program



1 [SLIDE 16]



2
3 **Chief Johansen** said that he appreciated everyone being so patient with him.

4 **Mayor Gilbert** thanked him and congratulated him on his 120 days.

5
6
7 **Mayor Gilbert** called for a recess at **5:13 p.m.** and announced the meeting was in
8 recess.

9 **Mayor Gilbert** reconvened the meeting at **5:21 p.m.** and said that additional items
10 were to be discussed in closed session.

11
12 [CLOSED SESSION]

13
14 A **motion** was made by **Councilmember Zegerman**, and seconded by **Mayor Pro-**
15 **Tempore Gray**, to enter into closed session pursuant to NCGS §143-318.11(a)(4) and NCGS
16 §143-318.11(a)(6).

17
18 **VOTE: UNANIMOUS (5-0)**

19
20 Council entered into closed session at **5:22 p.m.**

21
22 **CS1 Mayor Jacques K. Gilbert**
23 **NCGS §143-318.11(a)(4):**

24 "To discuss matters relating to the location or expansion of industries or other businesses in
25 the area served by the public body, including agreement on a tentative list of economic
26 development incentives that may be offered by the public body in negotiations."

27
28 **CS2 Mayor Jacques K. Gilbert**
29 **NCGS §143-318.11(a)(6):**

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

Council returned to open session at **7:17 p.m.**

[ADJOURNMENT]

With no additional business being presented before the Council, **Mayor Gilbert** adjourned the meeting at **7:18 p.m.**

Jacques K. Gilbert
Apex, Mayor

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

Submitted for approval by Apex Town Clerk Allen Coleman

Minutes approved on _____ of _____, 2025.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 10, 2025

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to adopt an ordinance amending Chapter 2 - Administration and Chapter 15 - Parks and Recreation sections of the Apex Town Code of Ordinances to reflect various resident advisory board structure changes

Approval Recommended?

Yes

Item Details

At the December 17, 2024, Town Council Work Session, the Mayor and Town Council discussed the roles and responsibilities of resident advisory boards and provided general direction for next steps. Since that time the Town Clerk's Office has presented the recommended structure changes to each resident advisory board to receive feedback on the recommendations.

While all changes are reflected in the attached ordinance, the following are a list of the major adjustments being made to the Town Code:

Environmental Advisory Board (EAB) - Modified

- Increase membership to a total of eleven (11) members, including one voting youth representative
- Modifying the length of terms and term limits
- Clarifying how officers are determined.
- Referencing the Resident Advisory Board Administrative Policy

Arts and Culture Advisory Board (ACAB) - New

- Established the Public Art Committee as a stand-alone advisory board and modified the official name.
- Included the purpose, roles, and responsibilities of the Board (expanded scope)

- Increased the membership to a total of nine (9) members, including one voting youth representative
- Modifying the length of terms and term limits
- Clarified how officers are determined.
- Referenced the Resident Advisory Board Administrative Policy

Multimodal Transportation Advisory Board (MTAB) - Modified

- Moved this advisory board from the Town's Unified Development Ordinance (UDO) to the Town Code since it is not specifically development related.
- Modified the purpose and duties to include a broader array of functions including bicycle and pedestrian services as forms of transportation.
- Clarified that staff will not serve as ex-officio members to this board
- Increased membership to a total of nine (9) members, including one-voting representative
- Modifying the length of terms and term limits
- Clarified how officers are determined.
- Referenced the Resident Advisory Board Administrative Policy

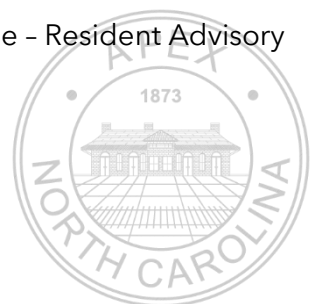
Parks and Recreation Advisory Board (PRAB) - Modified

- Clarified the name of the Board and removed the cultural resources function as it was duplicative with the Arts and Culture Advisory Board.
- Modifying the length of terms
- Established term limits
- Added sections consistent with other advisory boards including Compensation, Meetings, Removal, Conflicts of Interest, etc.
- Clarified how officers are determined.
- Referenced the Resident Advisory Board Administrative Policy

The Town Clerk's Office worked with staff in various departments including, Parks, Recreation, and Cultural Resources, Planning, and Legal Services to ensure the information was appropriate.

Attachments

- CN9-A1: DRAFT Ordinance Amendments - Various Section of the Town Code - Resident Advisory Board Structure Amendments



ORDINANCE NO. _____

AN ORDINANCE TO AMEND
VARIOUS SECTIONS OF APEX TOWN CODE
RELATED TO RESIDENT ADVISORY BOARDS

THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF APEX AS FOLLOWS:

Section 1. The Town of Apex Code of Ordinances is hereby amended to read as follows with additions shown as bold underlined text and deletions shown as strikethrough text:

Chapter 2; Article IV. – APEX ENVIRONMENTAL ADVISORY BOARD

Sec. 2-58. Apex environmental advisory board ~~—created; members~~

- (a) *Created.* There is hereby created an Apex Environmental Advisory Board for the town.
- (b) *Membership.* The Apex Environmental Advisory Board shall consist of ~~nine~~ **eleven (11)** **voting** members, **including one youth representative as defined in the Resident Advisory Board Administrative Policy,** all of whom shall be appointed at large by the **Town Council.** Membership shall be restricted to residents ~~and citizens~~ of the town except that one member may be a resident of the town's established extra-territorial jurisdiction. When practical, one member should be affiliated with the development community (developer's engineer, developer, etc.).
- (c) *Appointment.* Initially, members of the Apex Environmental Advisory Board shall be recommended by the mayor and appointed by the **Town Council** for terms of one, two, or three years as follows:
Three members: one-year terms.
Three members: two-year terms.
Three members: three-year terms.

Following the initial board establishment, members of the Apex Environmental Advisory Board shall serve staggered two-year terms.

- (d) *Terms.* ~~Following their initial appointment term, members of the Apex Environmental Advisory Board shall serve three-year terms.~~ **Members shall be recommended by the mayor and appointed by the Town Council. Members shall be appointed for terms of two (2) years, except for the youth representative who shall be appointed for a term of one (1) year. No member of the Apex Environmental Advisory Board may serve more than three (3) consecutive two (2) year terms with the exception of the youth representative who may serve no more than two (2) consecutive terms.** Vacancies shall be filled in the same manner as original appointments, except that such appointments shall be only for the length of the unexpired term.

AN ORDINANCE TO AMEND VARIOUS SECTIONS OF APEX TOWN CODE
RELATED TO RESIDENT ADVISORY BOARDS

(e) Officers.

(1) Chair and vice-chair. The chair and vice-chair of the Apex Environmental Advisory Board shall be appointed by the Mayor from the voting members of the Board and confirmed by the Town Council. The term of the chair and vice-chair shall be one (1) year. A past chair or vice-chair may be re-appointed, even though no chair or vice-chair shall serve for more than ~~four~~ (4) three (3) consecutive terms. Vacancies within a term shall be filled by the same method as the original appointment. The chair shall decide all points of order on procedure, and shall take such action as shall be necessary to preserve the order and integrity of all proceedings before the Apex Environmental Advisory Board. In the absence of the chair, the vice-chair shall act as chair and shall have all powers of the chair. In the absence of both the chair and vice-chair, an acting chair shall be selected for that meeting by a simple majority of those members present. The acting chair shall have the authority and responsibilities of the chair for that meeting.

(2) Secretary. The Town Clerk or their designee shall serve as Secretary of the Apex Environmental Advisory Board and shall keep minutes of all proceedings. These minutes shall be a summary of all proceedings before the Apex Environmental Advisory Board, which shall include the vote of all members upon every consideration, and be attested to by the Secretary. The minutes shall be approved by a majority of the Apex Environmental Advisory Board members voting. In addition, the Secretary shall maintain all records of the Apex Environmental Advisory Board meetings, hearings, proceedings, and correspondence, as public records in the Office of the Town Clerk

(f) Quorum.

No meeting of the Apex Environmental Advisory Board shall be called to order, nor may any business be transacted by the Board, without a quorum consisting of the majority of the Board's membership excluding vacant seats.

(g) Meetings.

Meetings of the Apex Environmental Advisory Board shall be held monthly to consider matters properly before the Board. Additional meetings may be called by the Chair or in writing by a majority of the Board.

(h) Compensation.

The members of the Apex Environmental Advisory Board shall serve with compensation as authorized by Town Council in the annual budget and as defined in the Resident Advisory Board Administrative Policy.

(i) Removal.

**AN ORDINANCE TO AMEND VARIOUS SECTIONS OF APEX TOWN CODE
RELATED TO RESIDENT ADVISORY BOARDS**

Any member of the Apex Environmental Advisory Board shall be removed with or without cause by the Town Council as defined in the Resident Advisory Board Administrative Policy.

(j) Conflicts of Interest.

Any member who has an interest in a matter under consideration by the Apex Environmental Advisory Board shall declare such interest prior to the vote of the Board and abstain from voting on the question. The member declaring the interest is not exempted from participation in the discussions of the Board on the matter prior to its vote.

Sec. 2-59. — ~~Same — Meetings; Chair; Vice Chair; Secretary.~~ The Apex Environmental Advisory Board shall hold meetings at such times and places as it shall determine and shall adopt rules and regulations governing its procedure. The mayor shall recommend and the town council shall select from the membership board members to serve as the chair and vice chair of the board. Appointment shall be for a term of one year. A member of town staff, as designated by the town manager shall serve as the non-voting secretary to the board and record and distribute minutes of all meetings. **Reserved.**

Sec. 2-60. - ~~Same — Attendance of board members at meetings. If a Apex Environmental Advisory Board member, whose absences are not excused in the manner set out hereinafter, misses more than three consecutive regular meetings or a total of four such meetings during the year such board member loses the status as a member of the board. In such cases, the chair will immediately request the mayor and town council to fill the vacancy. Absences due to sickness, death or other such obligatory emergencies shall be regarded as excused absences and shall not affect the members' status on the board. However, in the event of long illness, or other such causes for prolonged absence, the member may be replaced.~~ **The attendance policy for members of the Apex Environmental Advisory Board shall be determined by the Town Council and described in the Resident Advisory Board Administrative Policy.**

Sec. 2-61. – Same – Duties; powers.

The charge of the Apex Environmental Advisory Board will be to assist the Town Council in strengthening environmentally responsible practices that protect, promote and nurture our community and the natural world through advice and program support.

The Apex Environmental Advisory Board shall have the following powers and duties:

1. Advise the planning committee of the Town Council regarding suggested changes to Town policy or ordinance **Town Code** related to the impacts of development upon the environment.
2. Review, with applicants, during the pre-application phase of a proposal, all requests for rezoning and recommend zoning conditions to the applicant and town council that will mitigate anticipated impact to the natural environment as a result of the project under consideration. **Duties as specified in Section 2.1.9 of the Town's Unified Development Ordinance (UDO)**

**AN ORDINANCE TO AMEND VARIOUS SECTIONS OF APEX TOWN CODE
RELATED TO RESIDENT ADVISORY BOARDS**

3. Advocate for managing environmental resources in a way that reflects the community's values.
4. Acknowledge, review, and mitigate effects of climate change by recommending incentives for:
 - a. Maintaining and acknowledging the natural terrain, to the extent reasonable and practicable.
 - b. Maintaining and encouraging native plant and wildlife species.
 - c. Utilizing environmentally responsible building practices.
 - d. Improving the bicycle and pedestrian environment.
 - e. Improving water quality.
 - f. Consideration for the visual aesthetics as it pertains to the natural environment.
 - g. Preserving and/or improving shade/tree canopy.
5. Maintain and improve current environmental protections.
6. Identify Apex resources for further protection (i.e., natural heritage areas).
7. Support the town's efforts to:
 - a. Improve efficiency within town facilities.
 - b. Reduce waste.
 - c. Reduce town's carbon footprint.
 - d. Reach the town's goal of achieving 100 percent clean energy by 2050.
8. Act as a proactive vehicle for community feedback on environmental issues (i.e., surveys, crowd sourcing, social media, public forums, newspaper articles).
9. **Duties related to maintaining Tree City USA and Bee City USA designations.**

Chapter 2; Article V. – ARTS AND CULTURE ADVISORY BOARD

Sec 2-62. Purpose. The Arts and Culture Advisory Board (ACAB) is responsible for increasing community awareness for various forms of art and building a vital and ever-expanding creative community. The ACAB will gather public input through surveys, focus groups, meeting with civic groups, neighborhood groups etc., and liaising with Town Departments and other Town Committees related to arts and culture initiatives. They shall recommend projects, programs, and potential artists.

Sec 2-63. Membership. The Arts and Culture Board (ACAB) shall consist of nine (9) voting members, including one youth representative as defined in the Resident Advisory Board Administrative Policy, all of whom shall be appointed at large by the Town Council. Membership shall be restricted to residents of the town except that no more than two (2)

AN ORDINANCE TO AMEND VARIOUS SECTIONS OF APEX TOWN CODE
RELATED TO RESIDENT ADVISORY BOARDS

member may be a resident of the town's established extra-territorial jurisdiction. When practical, members should be involved with art education, be professional artist, curators, or some other art related profession.

Sec. 2-64. Appointment. All members of the Arts and Culture Board (ACAB) shall be recommended by the Mayor and appointed by the Town Council.

Sec. 2-65. Terms. All members shall be appointed for terms of two (2) years, except for the youth representative who shall be appointed for a term of one (1) year. No member of the Apex Arts and Culture Advisory Board may serve more than three (3) consecutive two (2) year terms with the exception of the youth representative who may serve no more than two (2) consecutive terms. Vacancies shall be filled in the same manner as original appointments, except that such appointments shall be only for the length of the unexpired term.

Sec. 2-66. Officers.

(1) Chair and vice-chair. The chair and vice-chair of the Arts and Culture Advisory Board (ACAB) shall be appointed by the Mayor from the voting members of the Board and confirmed by the Town Council. The term of the chair and vice-chair shall be one (1) year. A past chair or vice-chair may be re-appointed, even though no chair or vice-chair shall serve for more than three (3) consecutive terms. Vacancies within a term shall be filled by the same method as the original appointment. The chair shall decide all points of order on procedure, and shall take such action as shall be necessary to preserve the order and integrity of all proceedings before the Arts and Culture Advisory Board. In the absence of the chair, the vice-chair shall act as chair and shall have all powers of the chair. In the absence of both the chair and vice-chair, an acting chair shall be selected for that meeting by a simple majority of those members present. The acting chair shall have the authority and responsibilities of the chair for that meeting.

(2) Secretary. The Town Clerk or their designee shall serve as Secretary of the Arts and Culture Advisory Board and shall keep minutes of all proceedings. These minutes shall be a summary of all proceedings before the board, which shall include the vote of all members upon every consideration, and be attested to by the Secretary. The minutes shall be approved by a majority of the members voting. In addition, the Secretary shall maintain all records of the Arts and Culture Advisory Board meetings, hearings, proceedings, and correspondence, as public records in the Office of the Town Clerk.

Sec. 2-67. Quorum. No meeting of the Arts and Culture Advisory Board shall be called to order, nor may any business be transacted by the Board, without a quorum consisting of the majority of the Board's membership excluding vacant seats.

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Sec. 2-68. Meetings. Meetings of the Arts and Culture Board shall be held monthly to consider matters properly before the Board. Additional meetings may be called by the Chair or in writing by a majority of the Board.

Sec. 2-69. Compensation. The members of the Arts and Culture Advisory Board shall serve with compensation as authorized by Town Council in the annual budget and as defined in the Resident Advisory Board Administrative Policy.

Sec. 2-70. Removal. Any member of the Arts and Culture Advisory Board shall be removed with or without cause by the Town Council as defined in the Resident Advisory Board Administrative Policy.

Sec. 2-71. Conflicts of Interest. Any member who has an interest in a matter under consideration by the Arts and Culture Advisory Board shall declare such interest prior to the vote of the Board and abstain from voting on the question. The member declaring the interest is not exempted from participation in the discussions of the Board on the matter prior to its vote.

Chapter 2; Article VI. – MULTIMODAL TRANSPORTATION ADVISORY BOARD

Sec 2-72. Purpose and duties. The purpose of the Multimodal Transportation Advisory Board (MTAB) is to support and expand opportunities for biking, walking, and riding transit as a means of transportation in the Town of Apex. The Multimodal Transportation Advisory Board shall have the following powers and duties under the provisions of this Ordinance:

- 1. Review transit plans and services.** Review proposed local transit plans, policies, capital improvements, and service changes, and provide recommendations regarding revisions and/or approval. Review regional transit plans, policies, capital improvements, and proposed services changes relevant to the Town of Apex and provide recommendations regarding revisions and/or approval.
- 2. Recommendations to Mayor and Town Council.** Recommend to the Mayor and Town Council local transit plans, policies, capital improvements, and service changes.
- 3. Provide information to the Mayor and Town Council.** Provide information to the Mayor and Town Council regarding transit customer experience and stakeholder opinions and needs.

Sec 2-73. Membership. The Multimodal Transportation Advisory Board shall consist of nine (9) voting members, including one youth representative as defined in the Resident Advisory Board Administrative Policy, all of whom shall be appointed at large by the Town Council. Membership shall be restricted to residents of the town except that no more than

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one (1) member may be a resident of the town's established extra-territorial jurisdiction. When practical, members should have an interest or experience in using alternate modes of transportation including transit, bicycling, and walking and/or have been involved with planning, analysis, or advocacy surrounding multimodal planning issues, in a professional or volunteer capacity.

Sec. 2-74. Appointment. All members of the Multimodal Transportation Advisory Board shall be recommended by the Mayor and appointed by the Town Council.

Sec. 2-75. Terms. All members shall be appointed for terms of two (2) years, except for the youth representative who shall be appointed for a term of one (1) year. No member of the Multimodal Transportation Advisory Board may serve more than three (3) consecutive two (2) year terms with the exception of the youth representative who may serve no more than two (2) consecutive terms. Vacancies shall be filled in the same manner as original appointments, except that such appointments shall be only for the length of the unexpired term.

Sec. 2-76. Officers.

(1) Chair and vice-chair. The chair and vice-chair of the Multimodal Transportation Advisory Board (MTAB) shall be appointed by the Mayor from the voting members of the Board and confirmed by the Town Council. The term of the chair and vice-chair shall be one (1) year. A past chair or vice-chair may be re-appointed, even though no chair or vice-chair shall serve for more than three (3) consecutive terms. Vacancies within a term shall be filled by the same method as the original appointment. The chair shall decide all points of order on procedure, and shall take such action as shall be necessary to preserve the order and integrity of all proceedings before the Multimodal Transportation Advisory Board. In the absence of the chair, the vice-chair shall act as chair and shall have all powers of the chair. In the absence of both the chair and vice-chair, an acting chair shall be selected for that meeting by a simple majority of those members present. The acting chair shall have the authority and responsibilities of the chair for that meeting.

(2) Secretary. The Town Clerk or their designee shall serve as Secretary of the Multimodal Transportation Advisory Board and shall keep minutes of all proceedings. These minutes shall be a summary of all proceedings before the board, which shall include the vote of all members upon every consideration, and be attested to by the Secretary. The minutes shall be approved by a majority of the members voting. In addition, the Secretary shall maintain all records of the Multimodal Transportation Advisory Board meetings, hearings, proceedings, and correspondence, as public records in the Office of the Town Clerk.

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Sec. 2-77. Quorum. No meeting of the Multimodal Transportation Advisory Board shall be called to order, nor may any business be transacted by the Board, without a quorum consisting of the majority of the Board's membership excluding vacant seats

Sec. 2-78. Meetings. Meetings of the Multimodal Transportation Advisory Board shall be held bimonthly to consider matters properly before the Board. Additional meetings may be called by the Chair or in writing by a majority of the Board.

Sec. 2-79. Compensation. The members of the Multimodal Transportation Advisory Board shall serve with compensation as authorized by Town Council in the annual budget and as defined in the Resident Advisory Board Administrative Policy.

Sec. 2-80. Removal. Any member of the Multimodal Transportation Advisory Board shall be removed with or without cause by the Town Council as defined in the Resident Advisory Board Administrative Policy.

Sec. 2-81. Conflicts of Interest. Per 160D-109(b), Multimodal Transportation Advisory Board members shall not vote on any advisory decision regarding a development regulation adopted pursuant to this Chapter where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member. Any member who has an interest in a matter under consideration by the Multimodal Transportation Advisory Board shall declare such interest prior to the vote of the Board and abstain from voting on the question. The member declaring the interest is not exempted from participation in the discussions of the Board on the matter prior to its vote.

Chapter 15; PARKS AND RECREATION ADVISORY BOARD

Sec. 15-1. - Parks, recreation, and cultural resources advisory commission ~~Parks and Recreation Advisory Board~~—Created; members

- (a) *Created.* There is hereby created a parks; **and** recreation ~~and cultural resources advisory commission~~ **board** for the town.
- (b) *Membership.* The ~~commission~~ **board** shall consist of nine **voting** members **and one non-voting youth representative** all of whom shall be appointed at large by the **Town Council**. Membership shall be restricted to residents ~~and citizens~~ **within the corporate limits** of the town except that no more than one ~~nonresident~~ **member from the Town's extraterritorial jurisdiction (ETJ)** may serve if the **Town Council** so chooses. One member shall be appointed as a senior citizens representative and shall be 1) active in seniors programs offered by the town and 2) the minimum age which designates senior participation in town sponsored programs. ~~Any non-resident appointed to the commission must reside in the county and within the town's established extra territorial jurisdiction.~~

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~~One additional temporary member may be appointed by the town council to serve the period of July 1, 2017 through December 31, 2017.~~

- (c) *Appointment.* Initially, members of the ~~commission~~ **board** shall be recommended by the mayor and appointed by the **Town Council** for terms of one, two, or three years as follows:

Three members: one-year terms.

Three members: two-year terms.

Three members: three-year terms.

Following the initial board establishment, members of the Parks and Recreation Advisory Board shall serve staggered two-year terms.

- (d) Terms. Members of the ~~commission~~ shall be recommended by the mayor and appointed by the **Town Council**. **Members shall be appointed for terms of two (2) years, except for the youth representative who shall be appointed for a term of one (1) year. No member of the Parks and Recreation Advisory Board may serve more than three (3) consecutive two (2) year terms with the exception of the youth representative who may serve no more than two (2) consecutive terms.** ~~Terms shall end at the conclusion of the June meeting each year. Vacancies shall be filled in the same manner as original appointments, except that such appointments shall be only for the length of the unexpired term.~~

Sec. 15-2 – ~~Same~~ – Meetings; Chair; Vice-Chair; Secretary.

The parks and recreation ~~commission~~ **Advisory Board** shall hold meetings at such times and places as it shall determine and shall adopt bylaws, rules and regulations governing its procedure. The mayor shall ~~recommend~~ **appoint** and the **Town Council** shall ~~select~~ **confirm** ~~from the membership commissioners to serve as the a chair and a vice-chair of the commission of the~~ **voting members of the Parks and Recreation Advisory Board**. Appointment shall be for a term of one year. The ~~director of parks and recreation~~ **Town Clerk or their designee** shall serve as the secretary to the ~~commission~~ **board** and record and distribute minutes of all meetings.

Sec. 15-3. - ~~Same~~ – Attendance of commissioners at meetings.

~~If a commissioner, whose absences are not excused in the manner set out hereinafter, misses more than three consecutive regular meetings or a total of four such meetings during the year such commissioner loses the status as a member of the commission. In such cases, the chair will immediately request the mayor and town council to fill the vacancy. Absences due to sickness, death or other such obligatory emergencies shall be regarded as excused absences and shall not affect the commissioner's status on the commission. However, in the event of long illness, or other such causes for prolonged absence, the commissioner may be replaced. The attendance policy for members of the Parks and Recreation Advisory Board shall be determined by the Town Council and described in the Resident Advisory Board Administrative Policy.~~

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Sec. 15-3 (A) - Quorum. No meeting of the Parks and Recreation Advisory Board shall be called to order, nor may any business be transacted by the Board, without a quorum consisting of the majority of the Board's voting membership excluding vacant seats.

Sec. 15-3 (B) Meetings. Meetings of the Parks and Recreation Advisory Board shall be held monthly to consider matters properly before the Board. Additional meetings may be called by the Chair or in writing by a majority of the Committee.

Sec. 15-3 (C) Compensation. The members of the Parks and Recreation Advisory Board shall serve with compensation as authorized by Town Council in the annual budget and as defined in the Resident Advisory Board Administrative Policy.

Sec. 15-3 (D) Removal. Any member of the Parks and Recreation Advisory Board shall be removed with or without cause by the Town Council as defined in the Resident Advisory Board Administrative Policy.

Sec. 15-3 (E) Conflicts of Interest. Any member who has an interest in a matter under consideration by the Parks and Recreation Advisory Board shall declare such interest prior to the vote of the Board and abstain from voting on the question. The member declaring the interest is not exempted from participation in the discussions of the Board on the matter prior to its vote.

Section 2. The Town Clerk is hereby authorized to renumber, revise formatting, correct typographic errors, to verify and correct cross references, indexes and diagrams as necessary to codify, publish, and/or accomplish the provisions of this Ordinance or future amendments as long as doing so does not alter the terms of this Ordinance

Section 3. 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 4. 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 5. Effective Date. This ordinance shall be effective July 1, 2025.

Introduced by Council Member: _____

Seconded by Council Member: _____

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This the ____ day of _____, 2025.

Jacques K. Gilbert
Mayor

ATTEST:

Allen L. Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

Laurie L. Hohe
Town Attorney

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 10, 2025

Item Details

Presenter(s): Karen Spurlin, Interim Director

Department(s): Human Resources

Requested Motion

Motion to approve the Fiscal Year 2025-26 Pay Grades and Salary Ranges for the Town's Pay and Classification Plan.

Approval Recommended?

Yes

Item Details

This motion is to request approval of the attached FY2026 Grades and Salary Ranges for the Town's Pay and Classification Plan. The FY26 salary ranges have been increased by two (2) percent to make necessary market adjustments so that the Town can remain competitive in recruitment and retention efforts.

Additionally, the Human Resources Department conducted their annual position analysis review of 1/3 positions and this year was all administrative positions. The recommendations were presented and unanimously recommended by both the Finance and Personnel Committees during their joint meeting on April 17, 2025. Funding was included in the approved operating budget for Fiscal Year 2025-2026.

Attachments

- CN10-A1: Pay and Classification Plan and Job Ranges
- CN10-A2: Staff Memo - Pay and Classification Plan Fiscal Year 2025-26



Department	Position Title	Grade	Minimum Salary	Market Salary	Max Salary	FLSA Status	
Administration	Receptionist	M05	\$46,238.40	\$56,617.60	\$71,676.80	Non-exempt	
Administration	Senior Executive Assistant to Town Administrator	M09	\$65,270.40	\$79,934.40	\$101,129.60	Non-exempt	
Administration	Administration Project Manager	M13	\$92,976.00	\$113,859.20	\$144,081.60	Exempt	
Administration	Senior Capital Projects Manager	M13	\$92,976.00	\$113,859.20	\$144,081.60	Exempt	
Administration	Assistant Town Manager	SL305	\$155,937.60	\$191,027.20	\$241,716.80	Exempt	
Administration	Deputy Town Manager	SL306	\$164,798.40	\$201,926.40	\$255,465.60	Exempt	
Budget & Performance	Sustainability Specialist I, II	M08	\$59,862.40	\$73,340.80	\$92,788.80	Non-exempt	
Budget & Performance	Sustainability Program Coordinator	M09	\$65,270.40	\$79,934.40	\$101,129.60	Non-exempt	
Budget & Performance	Budget & Performance Analyst I, II	M10	\$71,136.00	\$87,131.20	\$110,240.00	Exempt	
Budget & Performance	Budget Manager	M13	\$92,976.00	\$113,859.20	\$144,081.60	Exempt	
Budget & Performance	Budget & Performance Management Director	SL301	\$121,284.80	\$148,574.40	\$187,990.40	Exempt	
Communications	Digital Media Specialist I, II	M09	\$65,270.40	\$79,934.40	\$101,129.60	Non-exempt	
Communications	Multimedia Specialist I, II	M09	\$65,270.40	\$79,934.40	\$101,129.60	Non-exempt	
Communications	Public Information Officer I, II	M10	\$71,136.00	\$87,131.20	\$110,240.00	Non-exempt	
Communications	Communications Manager	M12	\$84,905.60	\$104,000.00	\$131,580.80	Exempt	
Communications	Communications Director	SL301	\$121,284.80	\$148,574.40	\$187,990.40	Exempt	
Communications	Communications Consultant	TBD				Non-exempt	NEW IN FY26
Community Dev and Neighborhood Connections	Town Services Specialist	M05	\$46,238.40	\$56,617.60	\$71,676.80	Non-exempt	
Community Dev and Neighborhood Connections	Community Engagement Specialist	M08	\$59,862.40	\$73,340.80	\$92,788.80	Non-exempt	
Community Dev and Neighborhood Connections	Housing Specialist	M08	\$59,862.40	\$73,340.80	\$92,788.80	Non-exempt	
Community Dev and Neighborhood Connections	Community Connection Center Manager	M12	\$84,905.60	\$104,000.00	\$131,580.80	Exempt	
Community Dev and Neighborhood Connections	Community Engagement Manager	M12	\$84,905.60	\$104,000.00	\$131,580.80	Exempt	
Community Dev and Neighborhood Connections	Senior Housing Specialist	M12	\$84,905.60	\$104,000.00	\$131,580.80	Exempt	
Community Dev and Neighborhood Connections	Housing Program Manager	M13	\$92,976.00	\$113,859.20	\$144,081.60	Exempt	
Community Dev and Neighborhood Connections	Community Dev and Neighborhood Connections Director	SL302	\$129,958.40	\$159,182.40	\$201,427.20	Exempt	
Economic Development	Program Support Specialist I, II (PT30)	M06	\$50,398.40	\$61,734.40	\$78,104.00	Non-exempt	
Economic Development	Economic Development Marketing Coordinator	M07	\$54,932.80	\$67,267.20	\$85,134.40	Non-exempt	
Economic Development	Small Business Consultant I, II	M09	\$65,270.40	\$79,934.40	\$101,129.60	Non-exempt	
Economic Development	Economic Development Manager	M10	\$71,136.00	\$87,131.20	\$110,240.00	Non-exempt	
Economic Development	Economic Development Director	SL301	\$121,284.80	\$148,574.40	\$187,990.40	Exempt	
Electric	Electric Line Technician III	E10	\$71,136.00	\$87,131.20	\$110,240.00	Non-exempt	
Electric	Electric Technical Services Specialist I	E10	\$71,136.00	\$87,131.20	\$110,240.00	Non-exempt	
Electric	Powerline Arborist	E10	\$71,136.00	\$87,131.20	\$110,240.00	Non-exempt	
Electric	Electric Line Technician Journey	E11	\$77,521.60	\$94,993.60	\$120,161.60	Non-exempt	
Electric	Electric Technical Services Specialist II	E11	\$77,521.60	\$94,993.60	\$120,161.60	Non-exempt	
Electric	Powerline Forester	E11	\$77,521.60	\$94,993.60	\$120,161.60	Non-exempt	
Electric	Electric Engineer	E12	\$84,905.60	\$104,000.00	\$131,580.80	Exempt	NEW IN FY26
Electric	Electric Engineering Assistant	E12	\$84,905.60	\$104,000.00	\$131,580.80	Non-exempt	
Electric	Electric Field Crew Supervisor	E12	\$84,905.60	\$104,000.00	\$131,580.80	Non-exempt	
Electric	Electric Operations Assistant	E12	\$84,905.60	\$104,000.00	\$131,580.80	Non-exempt	
Electric	Electric Operations Manager	E14	\$101,795.20	\$124,696.00	\$157,768.00	Exempt	
Electric	Electric Technical Services Manager	E14	\$101,795.20	\$124,696.00	\$157,768.00	Exempt	

Electric	Senior Electric Engineer	E14	\$101,795.20	\$124,696.00	\$157,768.00	Exempt	
Electric	Assistant Electric Utilities Director	E15	\$111,467.20	\$136,531.20	\$172,764.80	Exempt	
Electric	Electric Line Tech Apprentice	E6	\$50,398.40	\$61,734.40	\$78,104.00	Non-exempt	
Electric	Utility Locate Technician I, II	E6	\$50,398.40	\$61,734.40	\$78,104.00	Non-exempt	
Electric	Powerline Right of Way Technician I, II	E7	\$54,932.80	\$67,267.20	\$85,134.40	Non-exempt	
Electric	Utility Locate Technician - Lead	E7	\$54,932.80	\$67,267.20	\$85,134.40	Non-exempt	
Electric	Electric Line Technician I	E8	\$59,862.40	\$73,340.80	\$92,788.80	Non-exempt	
Electric	Electric Line Technician II	E9	\$65,270.40	\$79,934.40	\$101,129.60	Non-exempt	
Electric	Program Support Specialist I, II	M06	\$50,398.40	\$61,734.40	\$78,104.00	Non-exempt	
Electric	Electric Programs & Tech Coordinator I, II	M09	\$65,270.40	\$79,934.40	\$101,129.60	Non-exempt	
Electric	Electric Projects Specialist I, II	M10	\$71,136.00	\$87,131.20	\$110,240.00	Non-exempt	
Electric	Electric Utilities Director	SL302	\$129,958.40	\$159,182.40	\$201,427.20	Exempt	
Finance	Mail Courier (PT 25)	M04	\$42,411.20	\$51,958.40	\$65,748.80	Non-exempt	
Finance	Inventory & Warehouse Specialist I, II	M05	\$46,238.40	\$56,617.60	\$71,676.80	Non-exempt	
Finance	Accounts Payable Technician I, II	M06	\$50,398.40	\$61,734.40	\$78,104.00	Non-exempt	
Finance	Utility Customer Service Specialist I, II	M06	\$50,398.40	\$61,734.40	\$78,104.00	Non-exempt	
Finance	Buyer I, II	M07	\$54,932.80	\$67,267.20	\$85,134.40	Non-exempt	
Finance	Senior Utility Customer Service Specialist	M07	\$54,932.80	\$67,267.20	\$85,134.40	Non-exempt	
Finance	Payroll Administrator I, II	M08	\$59,862.40	\$73,340.80	\$92,788.80	Non-exempt	
Finance	Accountant I, II	M10	\$71,136.00	\$87,131.20	\$110,240.00	Non-exempt	
Finance	Billing & Collections Manager	M12	\$84,905.60	\$104,000.00	\$131,580.80	Exempt	
Finance	Purchasing and Contracts Manager	M12	\$84,905.60	\$104,000.00	\$131,580.80	Exempt	
Finance	Accounting Manager	M13	\$92,976.00	\$113,859.20	\$144,081.60	Exempt	
Finance	Finance Director	SL302	\$129,958.40	\$159,182.40	\$201,427.20	Exempt	
Finance	Utility Billing Clerk (PT 20)	M04	\$42,411.20	\$51,958.40	\$65,748.80	Non-exempt	
Finance	Assistant Billing & Collections Manager	M08	\$59,862.40	\$73,340.80	\$92,788.80	Non-exempt	
Finance	Purchasing Contracts & MWBE Administrator I, II	M09	\$65,270.40	\$79,934.40	\$101,129.60	Non-exempt	
Finance	Financial Systems Analyst	M10	\$71,136.00	\$87,131.20	\$110,240.00	TBD	NEW IN FY26
Finance	Assistant Finance Director	M15	\$111,467.20	\$136,531.20	\$172,764.80	Exempt	
Fire & Rescue	Firefighter	F100	\$54,579.20	\$66,872.00	\$84,614.40	Non-exempt	
Fire & Rescue	Community Risk Reduction Coordinator I, II	F102	\$62,774.40	\$76,918.40	\$97,323.20	Non-exempt	
Fire & Rescue	Fire Accreditation Specialist I, II	F102	\$62,774.40	\$76,918.40	\$97,323.20	Non-exempt	
Fire & Rescue	Senior Firefighter	F102	\$62,774.40	\$76,918.40	\$97,323.20	Non-exempt	
Fire & Rescue	Fire Engineer I, II	F103	\$66,268.80	\$81,203.20	\$102,731.20	Non-exempt	
Fire & Rescue	Fire Inspector I, II, III	F104	\$69,388.80	\$85,009.60	\$107,556.80	Non-exempt	
Fire & Rescue	Fire Captain I	F105	\$75,025.60	\$91,894.40	\$116,292.80	Non-exempt	
Fire & Rescue	Deputy Fire Marshal I, II	F107	\$77,396.80	\$94,806.40	\$119,953.60	Non-exempt	
Fire & Rescue	Emergency Management Coordinator I, II	F107	\$77,396.80	\$94,806.40	\$119,953.60	Non-exempt	
Fire & Rescue	Fire Captain II	F107	\$77,396.80	\$94,806.40	\$119,953.60	Non-exempt	
Fire & Rescue	Fire Training Coordinator I, II	F107	\$77,396.80	\$94,806.40	\$119,953.60	Non-exempt	
Fire & Rescue	Fire Battalion Chief	F109	\$97,156.80	\$118,996.80	\$150,571.20	Non-exempt	
Fire & Rescue	Fire Marshal	F109	\$97,156.80	\$118,996.80	\$150,571.20	Exempt	
Fire & Rescue	Firefighter Cadet	F99	\$50,336.00	\$61,672.00	\$78,041.60	Non-exempt	

Fire & Rescue	Admin Logistics Coordinator I, II	M07	\$54,932.80	\$67,267.20	\$85,134.40	Non-exempt	NEW IN FY26
Fire & Rescue	Executive Assistant I, II	M08	\$59,862.40	\$73,340.80	\$92,788.80	Non-exempt	
Fire & Rescue	Assistant Fire Chief	M14	\$101,795.20	\$124,696.00	\$157,768.00	Exempt	
Fire & Rescue	Fire Chief	SL303	\$138,632.00	\$169,811.20	\$214,864.00	Exempt	
Human Resources	Executive Assistant I, II	M08	\$59,862.40	\$73,340.80	\$92,788.80	Non-exempt	
Human Resources	Safety Specialist	M09	\$65,270.40	\$79,934.40	\$101,129.60	Non-exempt	
Human Resources	Talent Acquisition Consultant I, II	M09	\$65,270.40	\$79,934.40	\$101,129.60	Non-exempt	
Human Resources	Benefits Analyst	M10	\$71,136.00	\$87,131.20	\$110,240.00	Non-exempt	
Human Resources	Human Resources Data & Systems Administrator I, II	M10	\$71,136.00	\$87,131.20	\$110,240.00	Non-exempt	
Human Resources	Employee Relations Officer I, II	M11	\$77,521.60	\$94,993.60	\$120,161.60	Exempt	
Human Resources	Human Resources Consultant I, II	M11	\$77,521.60	\$94,993.60	\$120,161.60	Non-exempt	
Human Resources	Senior Training & Development Consultant	M12	\$84,905.60	\$104,000.00	\$131,580.80	Exempt	
Human Resources	Benefits & Wellness Manager	M13	\$92,976.00	\$113,859.20	\$144,081.60	Exempt	
Human Resources	Safety & Risk Manager	M13	\$92,976.00	\$113,859.20	\$144,081.60	Exempt	
Human Resources	Talent Acquisition Manager	M13	\$92,976.00	\$113,859.20	\$144,081.60	Exempt	
Human Resources	Assistant Human Resources Director	M15	\$111,467.20	\$136,531.20	\$172,764.80	Exempt	
Human Resources	Human Resources Director	SL302	\$129,958.40	\$159,182.40	\$201,427.20	Exempt	
Information Technology	GIS Specialist I, II	M09	\$65,270.40	\$79,934.40	\$101,129.60	Non-exempt	
Information Technology	GIS Analyst I, II	M10	\$71,136.00	\$87,131.20	\$110,240.00	Non-exempt	
Information Technology	IT Specialist I, II	M10	\$71,136.00	\$87,131.20	\$110,240.00	Non-exempt	
Information Technology	IT Analyst - I, II (Data and Applications, Operations)	M11	\$77,521.60	\$94,993.60	\$120,161.60	Non-exempt	
Information Technology	GIS Administrator	M12	\$84,905.60	\$104,000.00	\$131,580.80	Exempt	
Information Technology	IT Analyst - Innovation I, II	M12	\$84,905.60	\$104,000.00	\$131,580.80	Exempt	
Information Technology	IT Analyst - Security I, II	M12	\$84,905.60	\$104,000.00	\$131,580.80	Non-exempt	
Information Technology	IT Supervisor (Public Safety, Operations, Process, Help Desk)	M12	\$84,905.60	\$104,000.00	\$131,580.80	Exempt	
Information Technology	IT Manager (Client Services, Projects, Security)	M13	\$92,976.00	\$113,859.20	\$144,081.60	Exempt	
Information Technology	IT Director	SL302	\$129,958.40	\$159,182.40	\$201,427.20	Exempt	
Inspections & Permits	Permit Specialist I, II	M06	\$50,398.40	\$61,734.40	\$78,104.00	Non-exempt	
Inspections & Permits	Senior Program Support Specialist I, II	M07	\$54,932.80	\$67,267.20	\$85,134.40	Non-exempt	
Inspections & Permits	Building Code Official I	M08	\$59,862.40	\$73,340.80	\$92,788.80	Non-exempt	
Inspections & Permits	Plans Examiner I, II	M08	\$59,862.40	\$73,340.80	\$92,788.80	Non-exempt	
Inspections & Permits	Building Code Official II	M10	\$71,136.00	\$87,131.20	\$110,240.00	Non-exempt	
Inspections & Permits	Building Code Official III	M11	\$77,521.60	\$94,993.60	\$120,161.60	Non-exempt	
Inspections & Permits	Senior Plans Examiner	M11	\$77,521.60	\$94,993.60	\$120,161.60	Non-exempt	
Inspections & Permits	Building Code Supervisor	M12	\$84,905.60	\$104,000.00	\$131,580.80	Non-exempt	
Inspections & Permits	Plans and Permits Supervisor	M12	\$84,905.60	\$104,000.00	\$131,580.80	Exempt	
Inspections & Permits	Inspections & Permits Director	SL301	\$121,284.80	\$148,574.40	\$187,990.40	Exempt	
Legal Services	Legal Assistant I, II	M07	\$54,932.80	\$67,267.20	\$85,134.40	Non-exempt	
Legal Services	Assistant Town Attorney	M14	\$101,795.20	\$124,696.00	\$157,768.00	Exempt	
Legal Services	Deputy Town Attorney	M16	\$122,054.40	\$149,510.40	\$189,155.20	Exempt	
Organizational Excellence	Language Access and Community Coordinator	M10	\$71,136.00	\$87,131.20	\$110,240.00	Non-exempt	
Organizational Excellence	Senior Organizational Excellence Consultant	M12	\$84,905.60	\$104,000.00	\$131,580.80	Exempt	
Organizational Excellence	Organizational Excellence Director	SL301	\$121,284.80	\$148,574.40	\$187,990.40	Exempt	

Parks, Recreation, and Cultural Resources	Athletics & Grounds Worker I, II	M04	\$42,411.20	\$51,958.40	\$65,748.80	Non-exempt	
Parks, Recreation, and Cultural Resources	Facility Attendant I, II	M04	\$42,411.20	\$51,958.40	\$65,748.80	Non-exempt	
Parks, Recreation, and Cultural Resources	Parks Attendant I, II	M04	\$42,411.20	\$51,958.40	\$65,748.80	Non-exempt	
Parks, Recreation, and Cultural Resources	Pleasant Park Attendant I, II	M04	\$42,411.20	\$51,958.40	\$65,748.80	Non-exempt	
Parks, Recreation, and Cultural Resources	Athletic and Grounds Technician I, II	M05	\$46,238.40	\$56,617.60	\$71,676.80	Non-exempt	
Parks, Recreation, and Cultural Resources	Park Operations Logistics Specialist (PT 30)	M05	\$46,238.40	\$56,617.60	\$71,676.80	Non-exempt	
Parks, Recreation, and Cultural Resources	Parks Operations Worker I, II	M05	\$46,238.40	\$56,617.60	\$71,676.80	Non-exempt	
Parks, Recreation, and Cultural Resources	Pleasant Park Operations Worker I, II	M05	\$46,238.40	\$56,617.60	\$71,676.80	Non-exempt	
Parks, Recreation, and Cultural Resources	Recreation Customer Service Specialist I, II	M06	\$50,398.40	\$61,734.40	\$78,104.00	Non-exempt	
Parks, Recreation, and Cultural Resources	Senior Parks Operations Worker I, II	M06	\$50,398.40	\$61,734.40	\$78,104.00	Non-exempt	
Parks, Recreation, and Cultural Resources	Athletics & Grounds Team Leader	M07	\$54,932.80	\$67,267.20	\$85,134.40	Non-exempt	
Parks, Recreation, and Cultural Resources	Camp Director (PT 30)	M07	\$54,932.80	\$67,267.20	\$85,134.40	Non-exempt	
Parks, Recreation, and Cultural Resources	Cultural Arts Marketing and Event Coordinator I, II	M07	\$54,932.80	\$67,267.20	\$85,134.40	Non-exempt	
Parks, Recreation, and Cultural Resources	Parks Attendant Team Leader	M07	\$54,932.80	\$67,267.20	\$85,134.40	Non-exempt	
Parks, Recreation, and Cultural Resources	Parks Operations Team Leader	M07	\$54,932.80	\$67,267.20	\$85,134.40	Non-exempt	
Parks, Recreation, and Cultural Resources	Pleasant Park Operations Team Leader	M07	\$54,932.80	\$67,267.20	\$85,134.40	Non-exempt	
Parks, Recreation, and Cultural Resources	Volunteer Coordinator I, II	M07	\$54,932.80	\$67,267.20	\$85,134.40	Non-exempt	
Parks, Recreation, and Cultural Resources	Cultural Arts Specialist I, II	M08	\$59,862.40	\$73,340.80	\$92,788.80	Non-exempt	
Parks, Recreation, and Cultural Resources	Executive Assistant I, II	M08	\$59,862.40	\$73,340.80	\$92,788.80	Non-exempt	
Parks, Recreation, and Cultural Resources	Lead Recreation Program Specialist	M08	\$59,862.40	\$73,340.80	\$92,788.80	Non-exempt	
Parks, Recreation, and Cultural Resources	Marketing & Programs Coordinator I, II	M08	\$59,862.40	\$73,340.80	\$92,788.80	Non-exempt	
Parks, Recreation, and Cultural Resources	Parks & Greenways Planning Tech I, II	M08	\$59,862.40	\$73,340.80	\$92,788.80	Non-exempt	
Parks, Recreation, and Cultural Resources	Recreation Program Specialist I, II	M08	\$59,862.40	\$73,340.80	\$92,788.80	Non-exempt	
Parks, Recreation, and Cultural Resources	Special Events Specialist I, II	M08	\$59,862.40	\$73,340.80	\$92,788.80	Non-exempt	
Parks, Recreation, and Cultural Resources	Athletics & Grounds Supervisor	M09	\$65,270.40	\$79,934.40	\$101,129.60	Non-exempt	
Parks, Recreation, and Cultural Resources	Recreation Program Supervisor	M09	\$65,270.40	\$79,934.40	\$101,129.60	Non-exempt	
Parks, Recreation, and Cultural Resources	Parks Planner	M09	\$65,270.40	\$79,934.40	\$101,129.60	Non-exempt	NEW IN FY26
Parks, Recreation, and Cultural Resources	Parks Operations Supervisor	M10	\$71,136.00	\$87,131.20	\$110,240.00	Non-exempt	
Parks, Recreation, and Cultural Resources	PRCR Center Manager (Community, Senior, Cultural Arts)	M11	\$77,521.60	\$94,993.60	\$120,161.60	Exempt	
Parks, Recreation, and Cultural Resources	Park Manager	M12	\$84,905.60	\$104,000.00	\$131,580.80	Exempt	
Parks, Recreation, and Cultural Resources	Parks Operations Manager	M12	\$84,905.60	\$104,000.00	\$131,580.80	Exempt	
Parks, Recreation, and Cultural Resources	Senior Parks Projects Supervisor	M12	\$84,905.60	\$104,000.00	\$131,580.80	Exempt	
Parks, Recreation, and Cultural Resources	Special Events Manager	M12	\$84,905.60	\$104,000.00	\$131,580.80	Exempt	
Parks, Recreation, and Cultural Resources	Parks Planning Manager	M13	\$92,976.00	\$113,859.20	\$144,081.60	Exempt	
Parks, Recreation, and Cultural Resources	Assistant Parks, Recreation, and Cultural Resources Director	M15	\$111,467.20	\$136,531.20	\$172,764.80	Exempt	
Parks, Recreation, and Cultural Resources	Parks, Recreation and Cultural Resources Director	SL301	\$121,284.80	\$148,574.40	\$187,990.40	Exempt	
Planning	Planning Technician I, II	M08	\$59,862.40	\$73,340.80	\$92,788.80	Non-exempt	
Planning	Zoning Compliance Officer I, II	M08	\$59,862.40	\$73,340.80	\$92,788.80	Non-exempt	
Planning	GIS Specialist I, II	M09	\$65,270.40	\$79,934.40	\$101,129.60	Non-exempt	
Planning	Lead Planning Technician	M09	\$65,270.40	\$79,934.40	\$101,129.60	Non-exempt	
Planning	Planner I	M09	\$65,270.40	\$79,934.40	\$101,129.60	Non-exempt	
Planning	Senior Zoning Compliance Officer	M09	\$65,270.40	\$79,934.40	\$101,129.60	Non-exempt	
Planning	Environmental Programs Coordinator	M10	\$71,136.00	\$87,131.20	\$110,240.00	Non-exempt	

Planning	Planner II, III	M10	\$71,136.00	\$87,131.20	\$110,240.00	Exempt
Planning	Senior Zoning Compliance Officer-Landscaping	M10	\$71,136.00	\$87,131.20	\$110,240.00	Non-exempt
Planning	Senior GIS Analyst	M11	\$77,521.60	\$94,993.60	\$120,161.60	Non-exempt
Planning	Zoning Compliance Supervisor	M11	\$77,521.60	\$94,993.60	\$120,161.60	Exempt
Planning	Senior Planner	M12	\$84,905.60	\$104,000.00	\$131,580.80	Exempt
Planning	Planning Manager	M13	\$92,976.00	\$113,859.20	\$144,081.60	Exempt
Planning	Assistant Planning Director	M15	\$111,467.20	\$136,531.20	\$172,764.80	Exempt
Planning	Planning Director	SL302	\$129,958.40	\$159,182.40	\$201,427.20	Exempt
Police	Police Records Technician I, II	M05	\$46,238.40	\$56,617.60	\$71,676.80	Non-exempt
Police	Evidence Tech/Quartermaster I, II	M06	\$50,398.40	\$61,734.40	\$78,104.00	Non-exempt
Police	Telecommunicator I, II (5% increase)	M06	\$50,398.40	\$61,734.40	\$78,104.00	Non-exempt
Police	Senior Program Support Specialist (PT 30)	M07	\$54,932.80	\$67,267.20	\$85,134.40	Non-exempt
Police	Senior Telecommunicator	M07	\$54,932.80	\$67,267.20	\$85,134.40	Non-exempt
Police	Accreditation Specialist I, II	M08	\$59,862.40	\$73,340.80	\$92,788.80	Non-exempt
Police	Crime Analyst I, II	M08	\$59,862.40	\$73,340.80	\$92,788.80	Non-exempt
Police	Criminal Intelligence Analyst	M08	\$59,862.40	\$73,340.80	\$92,788.80	Non-exempt
Police	Executive Assistant I, II	M08	\$59,862.40	\$73,340.80	\$92,788.80	Non-exempt
Police	Police Records Supervisor	M08	\$59,862.40	\$73,340.80	\$92,788.80	Non-exempt
Police	Communications Shift Supervisor	M09	\$65,270.40	\$79,934.40	\$101,129.60	Non-exempt
Police	Crime Scene Technician I, II	M09	\$65,270.40	\$79,934.40	\$101,129.60	Non-exempt
Police	Police Crisis Counselor I, II	M09	\$65,270.40	\$79,934.40	\$101,129.60	Non-exempt
Police	Victim Advocate I, II	M09	\$65,270.40	\$79,934.40	\$101,129.60	Non-exempt
Police	Compliance Specialist I, II	M10	\$71,136.00	\$87,131.20	\$110,240.00	Exempt
Police	Communications Center Manager	M12	\$84,905.60	\$104,000.00	\$131,580.80	Exempt
Police	Compliance Manager	M12	\$84,905.60	\$104,000.00	\$131,580.80	Exempt
Police	Deputy Police Chief	M16	\$122,054.40	\$149,510.40	\$189,155.20	Exempt
Police	Police Officer I	P200	\$62,524.80	\$76,585.60	\$96,907.20	Non-exempt
Police	Police Officer II	P201	\$64,604.80	\$79,144.00	\$100,131.20	Non-exempt
Police	Police Officer III	P202	\$68,785.60	\$84,240.00	\$106,579.20	Non-exempt
Police	Senior Police Officer	P203	\$71,572.80	\$87,692.80	\$110,947.20	Non-exempt
Police	Police Corporal	P204	\$76,460.80	\$93,662.40	\$118,518.40	Non-exempt
Police	Police Sergeant	P205	\$82,576.00	\$101,150.40	\$128,003.20	Non-exempt
Police	Police Lieutenant	P206	\$92,060.80	\$112,777.60	\$142,708.80	Exempt
Police	Police Captain	P207	\$100,110.40	\$122,657.60	\$155,188.80	Exempt
Police	Police Chief	SL303	\$138,632.00	\$169,811.20	\$214,864.00	Exempt
Public Works	General Maintenance Worker I, II	M04	\$42,411.20	\$51,958.40	\$65,748.80	Non-exempt
Public Works	Public Works Attendant (PT 20)	M04	\$42,411.20	\$51,958.40	\$65,748.80	Non-exempt
Public Works	Street Maintenance Worker I, II	M04	\$42,411.20	\$51,958.40	\$65,748.80	Non-exempt
Public Works	Street Signs Worker I, II	M04	\$42,411.20	\$51,958.40	\$65,748.80	Non-exempt
Public Works	Senior Street Maintenance Worker	M05	\$46,238.40	\$56,617.60	\$71,676.80	Non-exempt
Public Works	Solid Waste Equipment Operator I, II	M05	\$46,238.40	\$56,617.60	\$71,676.80	Non-exempt
Public Works	Facility Maintenance Mechanic I, II	M06	\$50,398.40	\$61,734.40	\$78,104.00	Non-exempt
Public Works	Fleet Services Mechanic I, II	M06	\$50,398.40	\$61,734.40	\$78,104.00	Non-exempt

Public Works	Program Support Specialist I, II	M06	\$50,398.40	\$61,734.40	\$78,104.00	Non-exempt
Public Works	Street Signs Technician I, II	M06	\$50,398.40	\$61,734.40	\$78,104.00	Non-exempt
Public Works	Fleet Crew Leader	M07	\$54,932.80	\$67,267.20	\$85,134.40	Non-exempt
Public Works	Heavy Equipment Operator I, II	M07	\$54,932.80	\$67,267.20	\$85,134.40	Non-exempt
Public Works	Senior Facility Maintenance Mechanic	M07	\$54,932.80	\$67,267.20	\$85,134.40	Non-exempt
Public Works	Senior Fleet Services Mechanic	M07	\$54,932.80	\$67,267.20	\$85,134.40	Non-exempt
Public Works	Senior Program Support Specialist I, II	M07	\$54,932.80	\$67,267.20	\$85,134.40	Non-exempt
Public Works	Solid Waste Field Crew Supervisor	M07	\$54,932.80	\$67,267.20	\$85,134.40	Non-exempt
Public Works	Street Maintenance Field Crew Supervisor	M07	\$54,932.80	\$67,267.20	\$85,134.40	Non-exempt
Public Works	Grounds Maintenance Supervisor	M08	\$59,862.40	\$73,340.80	\$92,788.80	Non-exempt
Public Works	PW Systems Data Specialist	M08	\$59,862.40	\$73,340.80	\$92,788.80	Non-exempt
Public Works	Facility Services Supervisor	M10	\$71,136.00	\$87,131.20	\$110,240.00	Non-exempt
Public Works	Fleet Services Supervisor	M10	\$71,136.00	\$87,131.20	\$110,240.00	Non-exempt
Public Works	PW Data Operations Analyst I, II	M10	\$71,136.00	\$87,131.20	\$110,240.00	Non-exempt
Public Works	Solid Waste Operations Supervisor	M10	\$71,136.00	\$87,131.20	\$110,240.00	Exempt
Public Works	Streets Operations Supervisor	M10	\$71,136.00	\$87,131.20	\$110,240.00	Exempt
Public Works	Facilities & Grounds Manager	M11	\$77,521.60	\$94,993.60	\$120,161.60	Exempt
Public Works	Public Works Solid Waste Manager	M12	\$84,905.60	\$104,000.00	\$131,580.80	Exempt
Public Works	Fleet Services Manager	M13	\$92,976.00	\$113,859.20	\$144,081.60	Exempt
Public Works	Public Works Director	SL301	\$121,284.80	\$148,574.40	\$187,990.40	Exempt
Town Clerk	Legislative Assistant I, II	M07	\$54,932.80	\$67,267.20	\$85,134.40	Non-exempt
Town Clerk	Deputy Town Clerk	M09	\$65,270.40	\$79,934.40	\$101,129.60	Non-exempt
Town Clerk	Government Relations Position	TBD				TBD
Town Clerk	Public Records Coordinator I, II	TBD				Non-exempt
Transportation & Infrastructure	Program Support Specialist I, II	M05	\$46,238.40	\$56,617.60	\$71,676.80	Non-exempt
Transportation & Infrastructure	Development Services Technician	M06	\$50,398.40	\$61,734.40	\$78,104.00	Non-exempt
Transportation & Infrastructure	Senior Program Support Specialist I, II	M07	\$54,932.80	\$67,267.20	\$85,134.40	Non-exempt
Transportation & Infrastructure	Development Services Specialist I, II	M09	\$65,270.40	\$79,934.40	\$101,129.60	Non-exempt
Transportation & Infrastructure	Infrastructure Inspector	M09	\$65,270.40	\$79,934.40	\$101,129.60	Non-exempt
Transportation & Infrastructure	Engineering Projects Coordinator I, II	M10	\$71,136.00	\$87,131.20	\$110,240.00	Non-exempt
Transportation & Infrastructure	Engineering Specialist I, II	M10	\$71,136.00	\$87,131.20	\$110,240.00	Non-exempt
Transportation & Infrastructure	Senior Infrastructure Inspector	M10	\$71,136.00	\$87,131.20	\$110,240.00	Non-exempt
Transportation & Infrastructure	Capital Projects Inspector	M11	\$77,521.60	\$94,993.60	\$120,161.60	Non-exempt
Transportation & Infrastructure	Real Estate Acquisition Specialist I, II	M11	\$77,521.60	\$94,993.60	\$120,161.60	Non-exempt
Transportation & Infrastructure	Utilities Acquisition Specialist	M11	\$77,521.60	\$94,993.60	\$120,161.60	Non-exempt
Transportation & Infrastructure	Development Services Manager	M12	\$84,905.60	\$104,000.00	\$131,580.80	Exempt
Transportation & Infrastructure	Infrastructure Inspections Manager	M12	\$84,905.60	\$104,000.00	\$131,580.80	Exempt
Transportation & Infrastructure	Traffic Engineer I, II	M12	\$84,905.60	\$104,000.00	\$131,580.80	Exempt
Transportation & Infrastructure	Traffic Safety Engineer I, II	M12	\$84,905.60	\$104,000.00	\$131,580.80	Exempt
Transportation & Infrastructure	Traffic Engineering Manager	M14	\$101,795.20	\$124,696.00	\$157,768.00	Exempt
Transportation & Infrastructure	Transportation Engineering Manager	M14	\$101,795.20	\$124,696.00	\$157,768.00	Exempt
Transportation & Infrastructure	Transportation & Infrastructure Development Director	SL302	\$129,958.40	\$159,182.40	\$201,427.20	Exempt
Water Resources	Grounds Maintenance Technician I, II	M04	\$42,411.20	\$51,958.40	\$65,748.80	Non-exempt

Water Resources	Meter Technician	M05	\$46,238.40	\$56,617.60	\$71,676.80	Non-exempt	
Water Resources	Stormwater Maintenance Worker	M05	\$46,238.40	\$56,617.60	\$71,676.80	Non-exempt	
Water Resources	Utility Maintenance Worker	M05	\$46,238.40	\$56,617.60	\$71,676.80	Non-exempt	
Water Resources	Grounds Maintenance Team Lead	M06	\$50,398.40	\$61,734.40	\$78,104.00	Non-exempt	
Water Resources	Senior Meter Technician	M06	\$50,398.40	\$61,734.40	\$78,104.00	Non-exempt	
Water Resources	Senior Utility Maintenance Worker	M06	\$50,398.40	\$61,734.40	\$78,104.00	Non-exempt	
Water Resources	Utility Technician (5% increase)	M06	\$50,398.40	\$61,734.40	\$78,104.00	Non-exempt	
Water Resources	Heavy Equipment Operator I, II	M07	\$54,932.80	\$67,267.20	\$85,134.40	Non-exempt	
Water Resources	Pump Maintenance Mechanic I, II	M07	\$54,932.80	\$67,267.20	\$85,134.40	Non-exempt	
Water Resources	Senior Laboratory Analyst	M07	\$54,932.80	\$67,267.20	\$85,134.40	Non-exempt	
Water Resources	Senior Program Support Specialist I, II	M07	\$54,932.80	\$67,267.20	\$85,134.40	Non-exempt	
Water Resources	Stormwater Maintenance Crew Leader	M07	\$54,932.80	\$67,267.20	\$85,134.40	Non-exempt	
Water Resources	WRF Operator/Mechanic I, II (5% increase)	M07	\$54,932.80	\$67,267.20	\$85,134.40	Non-exempt	
Water Resources	WRF Operator/ Mechanic III	M08	\$59,862.40	\$73,340.80	\$92,788.80	Non-exempt	
Water Resources	GIS Specialist I, II	M09	\$65,270.40	\$79,934.40	\$101,129.60	Non-exempt	
Water Resources	Meter Services Supervisor	M09	\$65,270.40	\$79,934.40	\$101,129.60	Non-exempt	
Water Resources	Stormwater Utility Coordinator I, II	M09	\$65,270.40	\$79,934.40	\$101,129.60	Non-exempt	
Water Resources	Utility Field Crew Supervisor	M09	\$65,270.40	\$79,934.40	\$101,129.60	Non-exempt	
Water Resources	Water Field Crew Supervisor	M09	\$65,270.40	\$79,934.40	\$101,129.60	Non-exempt	
Water Resources	WRF Operator/ Mechanic IV	M09	\$65,270.40	\$79,934.40	\$101,129.60	Non-exempt	
Water Resources	Collections System Supervisor	M10	\$71,136.00	\$87,131.20	\$110,240.00	Exempt	
Water Resources	Laboratory Supervisor	M10	\$71,136.00	\$87,131.20	\$110,240.00	Non-exempt	
Water Resources	Pump Maintenance Supervisor	M10	\$71,136.00	\$87,131.20	\$110,240.00	Non-exempt	
Water Resources	Stormwater Specialist I and II	M10	\$71,136.00	\$87,131.20	\$110,240.00	Non-exempt	
Water Resources	Utility Maintenance Supervisor	M10	\$71,136.00	\$87,131.20	\$110,240.00	Non-exempt	
Water Resources	Water Resources Compliance Supervisor	M10	\$71,136.00	\$87,131.20	\$110,240.00	Non-exempt	
Water Resources	Assistant Operations & Maintenance Manager	M11	\$77,521.60	\$94,993.60	\$120,161.60	TBD	NEW IN FY26
Water Resources	Utilities Specialist I, II	M11	\$77,521.60	\$94,993.60	\$120,161.60	Non-exempt	
Water Resources	Utility Engineer Intern	M11	\$77,521.60	\$94,993.60	\$120,161.60	Non-exempt	
Water Resources	Water Quality Supervisor	M11	\$77,521.60	\$94,993.60	\$120,161.60	Exempt	
Water Resources	Water Resources Specialist I, II	M11	\$77,521.60	\$94,993.60	\$120,161.60	Non-exempt	
Water Resources	WRF Supervisor	M11	\$77,521.60	\$94,993.60	\$120,161.60	Non-exempt	
Water Resources	Stormwater Compliance Specialist I and II	M11	\$77,521.60	\$94,993.60	\$120,161.60	Non-exempt	
Water Resources	Stormwater Engineer I, II	M12	\$84,905.60	\$104,000.00	\$131,580.80	Non-exempt	
Water Resources	Stormwater Field Services Supervisor	M12	\$84,905.60	\$104,000.00	\$131,580.80	Exempt	
Water Resources	Utilities Engineer	M12	\$84,905.60	\$104,000.00	\$131,580.80	Exempt	NEW IN FY26
Water Resources	Senior Stormwater Engineer	M13	\$92,976.00	\$113,859.20	\$144,081.60	Exempt	
Water Resources	Utilities Operations & Maintenance Manager	M13	\$92,976.00	\$113,859.20	\$144,081.60	Exempt	
Water Resources	WRF Manager	M13	\$92,976.00	\$113,859.20	\$144,081.60	Exempt	
Water Resources	Stormwater Program Manager	M14	\$101,795.20	\$124,696.00	\$157,768.00	Exempt	
Water Resources	Utilities Engineering Manager	M14	\$101,795.20	\$124,696.00	\$157,768.00	Exempt	
Water Resources	Assistant Water Resources Director	M15	\$111,467.20	\$136,531.20	\$172,764.80	Exempt	
Water Resources	Water Resources Director	SL303	\$138,632.00	\$169,811.20	\$214,864.00	Exempt	

FY2025-2026 Position Study Recommendations

Human Resources Department

Background

This is year two of our three-year position study cycle and 180 professional and administrative positions were studied. The position study consisted of a job evaluation analysis and a market analysis. The majority of town positions were above the market minimums in keeping with the Town's philosophy to stay 5% above market on average across all Town positions. One reason the Town continues to maintain this consistency with only a small number of changes needed each year is the annual cost of labor increase the Town makes to all pay grades and applies to all employee salaries. This continues to keep us in a healthy place in the relevant labor market.

Discussion

The annual Position Study consists of two parts – a job evaluation analysis and a market analysis – to determine if a position is placed in the appropriate grade or if the position should be reclassified to a higher grade. When it is determined that a position should be reclassified to a lower grade, that reclassification does not occur until the position is vacant.

A job evaluation analysis is done to determine if duties and responsibilities of the studied positions have changed. A market analysis is done to determine if the Town's pay grades still lead the relevant market. The market analysis included market data from Cary, Fuquay-Varina, Garner, Holly Springs, Morrisville, Raleigh, Wake Forest, Wake County, Carrboro, Chapel Hill, OWASA, Durham and Concord for most (but not all) positions. The average of all market data was used for the comparison against the Town's current pay grade minimums to determine if a position's grade needed to be reclassified.

Recommendations

Job evaluation analysis

There are four positions being recommended for a new grade based on the job evaluation analysis. This analysis found that these positions had additional or different work duties than the current job description and classification reflected. These four positions affect five employees.

- Water Resources Program Coordinator, Grade M09 to M10 and title change to Water Resources Compliance Supervisor
- Human Resources Consultant, Grade M09 to M11
- Electric Programs & Tech Coordinator, Grade M07 to M09
- Electric Utilities Specialist, Grade M09 to M10 and title change to Electric Projects Specialist

Position market analysis

There are 18 positions being recommended for a new grade based on market analysis.

Accounts Payable Technician	Current Grade	M05	Recommended Grade	M06
Economic Development Specialist	Current Grade	M05	Recommended Grade	M06
Program Support Specialist	Current Grade	M05	Recommended Grade	M06
Utility Customer Service Specialist	Current Grade	M05	Recommended Grade	M06

Legal Assistant	Current Grade	M07	Recommended Grade	M08
Marketing & Programs Coordinator	Current Grade	M07	Recommended Grade	M08
Digital Media Specialist	Current Grade	M08	Recommended Grade	M09
Multimedia Specialist	Current Grade	M08	Recommended Grade	M09
Stormwater Specialist I & II	Current Grade	M09	Recommended Grade	M10
Purchasing & Contracts Manager	Current Grade	M11	Recommended Grade	M12
Customer Service & Billing Manager	Current Grade	M11	Recommended Grade	M12
It Security & Compliance Analyst	Current Grade	M11	Recommended Grade	M12
Accounting Manager	Current Grade	M12	Recommended Grade	M13
IT Project Manager	Current Grade	M11	Recommended Grade	M13

The following positions are recommended for a new grade based on the above positions to keep the career paths intact:

Senior Program Support Specialist	Current Grade	M06	Recommended Grade	M07
Senior Utility Customer Service Specialist	Current Grade	M06	Recommended Grade	M07
Executive Assistant	Current Grade	M07	Recommended Grade	M08
Stormwater Compliance Specialist I & II	Current Grade	M10	Recommended Grade	M11

Budget Impact

We will process a 5% increase for the employees in the positions being reclassified due to job evaluation and the cost is approximately **\$20,540**.

For the market analysis, four employees are recommended for a salary increase in the first pay period in July 2025, resulting in an approximate **cost of almost \$5,000**.

The projected total budget costs to implement the FY25-FY26 Position Study recommendations is **\$25,540**.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 10, 2025

Item Details

Presenter(s): Karen Spurlin, Interim Director

Department(s): Human Resources

Requested Motion

Motion to approve the Fiscal Year 2026 Position Authorization List and the Fiscal Year 2026 Job Title and Market Range Inventory for the Town of Apex.

Approval Recommended?

Yes

Item Details

The attached FY26 Position Authorization List includes all authorized, classified Town positions, including all new positions in the FY26 adopted annual budget.

This motion also includes a request for approval of the attached FY26 Job Title and Market Range Inventory, which includes a list of all job titles and associated salary ranges. The FY26 salary ranges have been increased by 2% to make necessary market adjustments so that the Town can remain competitive in recruitment and retention efforts. All Town employees will receive a 2% market adjustment increase as a result of the salary range adjustment, to avoid salary compression and salary inequities, effective the first full pay period in July 2025.

Attachments

- CN11-A1: Position Authorization List Fiscal Year 2025-2026



FY26 By Department



Administration

8

	FT	PT	FTE	Grade
Town Manager	1		1	N/A
Deputy Town Manager	1		1	SL306
Assistant Town Manager	2		2	SL305
Senior Capital Projects Manager	1		1	M13
Administration Project Manager	1		1	M13
Senior Executive Assistant (Town Administration)	1		1	M09
Receptionist	1		1	M05/M05

Budget & Performance Management

7

	FT	PT	FTE	Grade
Budget & Performance Management Director	1		1	SL301
Budget Manager	1		1	M13
Budget & Performance Analyst I/II	4		4	M10/M10
Sustainability Program Coordinator	1		1	M09

Communications

8

	FT	PT	FTE	Grade
Communications Director	1		1	SL301
Communications Manager	1		1	M12
Public Information Officer I/II	1		1	M10/M10
Digital Media Specialist I/II	1		1	M09/M09
Multimedia Specialist I/II	1		1	M09/M09
Communications Consultant I/II	3		3	TBD

Community Development & Neighborhood Connections

13

	FT	PT	FTE	Grade
Community Development and Neighborhood Connections Director	1		1	SL302
Housing Program Manager	1		1	M13
Community Connection Center Manager	1		1	M12
Community Engagement Manager	1		1	M12
Housing Specialist/Senior	2		2	M08/M12
Community Engagement Specialist	1		1	M08/M08
Town Services Specialist	6		6	M05/M05

Economic Development

4

	FT	PT	FTE	Grade
Economic Development Director	1		1	SL301
Economic Development Manager	1		1	M11
Small Business Consultant I/II	1		1	M09/M09
Economic Development Marketing Coordinator	1		1	M07/M07
Program Support Specialist		0.75	0.75	M06

Electric

48

	FT	PT	FTE	Grade
Electric Utilities Director	1		1	SL302
Assistant Electric Utilities Director	1		1	E15
Senior Electric Engineer	1		1	E14
Electric Engineer	1		1	TBD
Electric Technical Services Manager	1		1	E14
Electric Operations Manager	1		1	E14
Electric Field Crew Supervisor	4		4	E12
Electric Engineering Assistant	2		2	E12
Electric Operations Assistant	1		1	E12
Powerline Forester	1		1	E11
Electric Technical Services Specialist I/II	2		2	E10/E11
Electric Projects Specialist I/II	1		1	M10/M10
Powerline Arborist	2		2	E10
Electric Programs & Tech Coordinator I/II	1		1	M09/M09
Utility Locate Technician - Lead	1		1	E7
Powerline Right of Way Technician I/II	4		4	E7/E7
Electric Line Technician Apprentice/I/II/III/Journey	19		19	E6/E8/E9/E10/E11
Utility Locate Technician I/II	3		3	E6/E6
Program Support Specialist I/II	1		1	M06/M06

Finance

25.13

	FT	PT	FTE	Grade
Finance Director	1		1	SL302
Assistant Finance Director	1		1	M15
Accounting Manager	1		1	M13
Purchasing and Contracts Manager	1		1	M12
Billing & Collections Manager	1		1	M12
Accountant I/II	3		3	M10/M10
Financial Systems Analyst	1		1	TBD
Purchasing Contracts & MWBE Administrator I/II	1		1	M09/M09
Assistant Billing & Collections Manager	1		1	M08
Payroll Administrator I/II	1		1	M08/M08
Accounting Specialist	0		0	M07
Buyer I/II	1		1	M07/M07
Senior Utility Customer Service Specialist	5		5	M07
Accounts Payable Technician I/II	1		1	M06/M06
Utility Customer Service Specialist I/II	3		3	M06/M06
Inventory & Warehouse Specialist I/II	2		2	M05/M05
Utility Billing Clerk	0	1	0.50	M04
Mail Courier	0	1	0.63	M04

Fire & Rescue

122

	FT	PT	FTE	Grade
Fire Chief	1		1	SL303
Assistant Fire Chief	3		3	M14
Fire Battalion Chief	6		6	F109
Fire Marshal	1		1	F109
Deputy Fire Marshal I/II	1		1	F107/F107
Fire Training Coordinator I/II	2		2	F107/F107
Emergency Management Coordinator I/II	1		1	F107/F107
Fire Captain I/Captain II	24		24	F105/F107
Fire Inspector I/II/III	1		1	F104/F104/F104
Fire Engineer I/II	24		24	F103/F103
Community Risk Reduction Coordinator I/II	1		1	F102/F102
Accreditation Specialist I/II	1		1	F102/F102
Cadet/Firefighter/Senior Firefighter	54		54	F99/F100/F102
Admin Logistics Coordinator I/II	1		1	M07/M07
Executive Assistant I/II	1		1	M08/M08

Human Resources

14

	FT	PT	FTE	Grade
Human Resources Director	1		1	SL302
Assistant Human Resources Director	1		1	M15
Benefits & Wellness Manager	1		1	M13
Talent Acquisition Manager	1		1	M13
Safety & Risk Manager	1		1	M13
Senior Training & Development Consultant	1		1	M12
Employee Relations Officer	1		1	M11
Human Resources Consultant I/II	2		2	M11/M11
Benefits Analyst	1		1	M10/M10
Human Resources Data & Systems Administrator I/II	1		1	M10/M10
Talent Acquisition Consultant I/II	1		1	M09/M09
Safety Specialist	1		1	TBD
Executive Assistant I/II	1		1	M08/M08

Information Technology

25

	FT	PT	FTE	Grade
IT Director	1		1	SL302
IT Manager	3		3	M13
GIS Administrator	1		1	M12
IT Supervisor	4		4	M12
IT Analyst - Security I/II	1		1	M12/M12
IT Analyst - Innovation I/II	2		2	M12/M12
IT Analyst I/II	4		4	M11/M11
IT Specialist I/II	6		6	M10/M10
GIS Analyst I/II	1		1	M10/M10
GIS Specialist I/II	2		2	M09/M09

Inspections & Permits

27

	FT	PT	FTE	Grade
Inspections & Permits Director	1		1	SL301
Building Code Supervisor	2		2	M12
Plans and Permits Supervisor	1		1	M12
Building Code Official I/II/III	14		14	M08/M10/M11
Plans Examiner I/II/Senior	5		5	M08/M08/M11
Permit Specialist I/II	3		3	M06/M06
Senior Program Support Specialist I/II	1		1	M07/M07

Legal Services

5

	FT	PT	FTE	Grade
Town Attorney	1		1	N/A
Deputy Town Attorney	1		1	M16
Assistant Town Attorney	2		2	M14
Legal Assistant I/II	1		1	M07/M07

Organizational Excellence

3

	FT	PT	FTE	Grade
Organizational Excellence Director	1		1	SL301
Senior Organizational Excellence Consultant	1		1	M12
Language Access and Community Coordinator I/II	1		1	M10/M10

Parks, Recreation & Cultural Resources

75.25

	FT	PT	FTE	Grade
Parks, Rec and Cultural Resources Director	1		1	SL301
Assistant Parks, Recreation, and Cultural Resources Director	2		2	M15
Parks Planning Manager	1		1	M13
Park Manager	1		1	M12
Parks Operations Manager	1		1	M12
Special Events Manager	1		1	M12
Senior Parks Project Supervisor	1		1	M12
PRCR Center Manager (JMBCC, Senior, Cultural Arts)	3		3	M11
Parks Operations Supervisor	1		1	M10
Athletics & Grounds Supervisor	1		1	M09
Recreation Program Supervisor	5		5	M09
Parks Planner	1		1	M09/M09
Parks & Greenways Planning Tech I/II	1		1	M08/M08
Cultural Arts Specialist I/II	1		1	M08/M08
Lead Recreation Program Specialist	1		1	M08
Recreation Program Specialist I/II	1		1	M08/M08
Special Events Specialist I/II	1		1	M08/M08
Executive Assistant I/II	1		1	M08/M08
Marketing & Programs Coordinator I/II	1		1	M08/M08
Athletics & Grounds Team Leader	3		3	M07
Cultural Arts Marketing and Event Coordinator I/II	1		1	M07/M07
Parks Operations Team Leader	3		3	M07
Pleasant Park Operations Team Leader	1		1	M07
Parks Attendant Team Leader	1		1	M07
Camp Director (PT30)		2	1.5	M07
Volunteer Coordinator I/II	1		1	M07/M07
Recreation Customer Service Specialist I/II	5	4	8	M06/M06
Senior Parks Operations Worker I/II	2		2	M06/M06
Athletic & Grounds Technician I/II	1		1	M05/M05
Parks Operations Worker I/II	2		2	M05/M05
Pleasant Park Operations Worker I/II	5		5	M05/M05
Parks Operations Logistics Specialist		1	0.75	M05/M05
Park Attendant I/II	8		8	M04/M04
Pleasant Park Attendant I/II	2	2	3.5	M04/M04
Facility Attendant I/II		2	1.5	M04/M04
Athletics & Grounds Worker I/II	6		6	M04/M04

Planning

24

	FT	PT	FTE	Grade
Planning Director	1		1	SL302
Assistant Planning Director	1		1	M15
Planning Manager	1		1	M13
Planner I/Planner II/Planner III/Senior Planner	9		9	M09/M10/M10/M12
Senior GIS Analyst	1		1	M11
Zoning Compliance Supervisor	1		1	M11
Senior Zoning Compliance Officer-Landscape I/II	1		1	M10/M10
Environmental Programs Coordinator	1		1	M10/M10
Lead Planning Technician	1		1	M09
GIS Specialist I/II	2		2	M09/M09
Zoning Compliance Officer/Senior Zoning Compliance Officer	3		3	M08/M09
Planning Technician I/II	2		2	M08/M08

Police

145

	FT	PT	FTE	Grade
Police Chief	1		1	SL303
Deputy Police Chief	1		1	M16
Police Captain	4		4	P207
Police Lieutenant	7		7	P206
Police Sergeant	17		17	P205
Police Officers (I/II/III/Senior)	84		84	P200/P201/P202/P203
Compliance Manager	1		1	M12
Communications Center Manager	1		1	M12
Compliance Specialist I/II	1		1	M10/M10
Crime Scene Technician I/II	1		1	M09/M09
Police Crisis Counselor I/II	1		1	M09/M09
Victim Advocate I/II	1		1	M09/M09
Communications Shift Supervisor	4		4	M09
Accreditation Specialist I/II	1		1	M08/M08
Police Records Supervisor	1		1	M08
Crime Analyst I/II	1		1	M08/M08
Criminal Intelligence Analyst	1		1	M08/M08
Executive Assistant I/II	1		1	M08/M08
Senior Program Support Specialist I/II	1		1	M07/M07
Telecommunicator I/II/Senior	10		10	M06/M06/M07
Evidence Tech/Quartermaster I/II	2		2	M06/M06
Police Records Technician I/II	3		3	M05/M05

Public Works

56.5

	FT	PT	FTE	Grade
Public Works Director	1		1	SL301
Fleet Services Manager	1		1	M13
Public Works Solid Waste Manager	1		1	M12
Facilities & Grounds Manager	1		1	M11
Solid Waste Operations Supervisor	1		1	M10
Facility Services Supervisor	1		1	M10
Fleet Services Supervisor	1		1	M10
Streets Operations Supervisor	1		1	M10
PW Data Operations Analyst I/II	1		1	M10/M10
Grounds Maintenance Supervisor	1		1	M08
PW Systems Data Specialist	1		1	M08/M08
Fleet Crew Leader	1		1	M07
Street Maintenance Field Crew Supervisor	3		3	M07
Solid Waste Field Crew Supervisor	1		1	M07
Heavy Equipment Operator I/II	1		1	M07/M07
Senior Program Support Specialist I/II	1		1	M07/M07
Facility Maintenance Mechanic/Senior	6		6	M06/M07
Street Signs Technician I/II	1		1	M06/M06
Fleet Services Mechanic I/II/Senior	4		4	M06/M06/M07
Program Support Specialist I/II	1		1	M06/M06
Solid Waste Equipment Operator I/II	12		12	M05/M05
Street Maintenance Worker I/II/Senior	8		8	M04/M04/M05
General Maintenance Worker I/II	4		4	M04/M04
Street Signs Worker I/II	1		1	M04/M04
Public Works Attendant I/II	1	0.5	1.5	M04/M04

Town Clerk

5

	FT	PT	FTE	Grade
Town Clerk	1		1	SL300
Deputy Town Clerk I/II	1		1	M09/M09
Public Records Coordinator I/II	1		1	TBD
Legislative Assistant I/II	1		1	M07/M07
Government Relations position (to be classified)	1		1	TBD

Transportation & Infrastructure

22

	FT	PT	FTE	Grade
Transportation & Infrastructure Development Director	1		1	SL302
Transportation Engineering Manager	1		1	M14
Traffic Engineering Manager	1		1	M14
Traffic Engineer I/II	1		1	M12/M12
Traffic Safety Engineer I/II	1		1	M12/M12
Development Services Manager	1		1	M12
Infrastructure Inspections Manager	1		1	M12
Capital Projects Inspector I/II	3		3	M11/M11
Real Estate Acquisition Specialist I/II	1		1	M11/M11
Utilities Acquisition Specialist	1		1	M11/M11
Engineering Projects Coordinator I/II	1		1	M10/M10
Engineering Specialist I/II	1		1	M10/M10
Infrastructure Inspector I/II (Senior)	5		5	M09/M10
Development Services Specialist I/II	1		1	M09/M09
Senior Program Support Specialist I/II	1		1	M07/M07
Development Services Technician I/II	1		1	M06/M06

Water Resources

78

	FT	PT	FTE	Grade
Water Resources Director	1		1	SL303
Assistant Water Resources Director	1		1	M15
Utilities Engineering Manager	1		1	M14
Stormwater Program Manager	1		1	M14
Senior Stormwater Engineer	1		1	M13
Utilities Operations & Maintenance Manager	1		1	M13
Assistant Operations and Maintenance Manager	1		1	TBD
WRF Manager	1		1	M13
Stormwater Field Services Supervisor	1		1	M12
Stormwater Engineer I/II	1		1	M12/M12
Utilities Engineer I/II	1		1	M12/M12
WRF Supervisor	1		1	M11
Utilities Specialist I/II	2		2	M11/M11
Water Quality Supervisor	1		1	M11
Utilities Engineer Intern I/II	2		2	M11/M11
Water Resources Specialist I/II	1		1	M11/M11
Stormwater Compliance Specialist I/II	1		1	M11/M11
Stormwater Specialist I/II	3		3	M10/M10
Collections System Supervisor	1		1	M10
Laboratory Supervisor	1		1	M10
Utility Maintenance Supervisor	1		1	M10
Pump Maintenance Supervisor	1		1	M10
Water Resources Compliance Supervisor	1		1	M10
Water Field Crew Supervisor	1		1	M09
Utility Field Crew Supervisor	6		6	M09
GIS Specialist I/II	1		1	M09/M09
Stormwater Utility Coordinator I/II	1		1	M09/M09
Meter Services Supervisor	1		1	M09
WRF Operator/Mechanic I/II/III/IV	4		4	M07/M07/M08/M09
Stormwater Maintenance Crew Leader	1		1	M07
Heavy Equipment Operator I/II	2		2	M07/M07
Pump Maintenance Mechanic I/II	3		3	M07/M07
Laboratory Analyst/Senior Laboratory Analyst	1		1	TBD/M07
Senior Program Support Specialist I/II	2		2	M07/M07
Grounds Maintenance Team Lead	1		1	M06
Stormwater Maintenance Worker	1		1	M05/M05
Utility Maintenance Worker/Senior/Technician	20		20	M05/M06/M06
Meter Technician/Senior	4		4	M05/M06
Grounds Maintenance Technician I/II	2		2	M04/M04

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for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 10, 2025

Item Details

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

Department(s): Transportation and Infrastructure Development

Requested Motion

- A. Motion to approve the acquisition of property located at 8401 Humie Olive Road in Apex, North Carolina, for a purchase price of \$950,000.00, to authorize the Town Attorney and Town Manager to make minor modifications to the Offer to Purchase and Contract not affecting the cost or acreage, and authorize the Town Manager or their designee to execute the Offer to Purchase and Contract and execute any other associated legal documents related to this acquisition.
- B. Motion to approve Budget Amendment No. 12 which appropriates funds from the Recreation Reserve fund for land purchases.

Approval Recommended?

Yes

Item Details

The Town of Apex has the opportunity to purchase 3.95 acres of undeveloped property adjacent to the existing Town owned property. The area is shown in the attached Wake County Revenue unrecorded Imap printout.

Attachments

- CN12-A1: Offer to Purchase and Contract - Property Acquisition 8401 Humie Olive Road - Apex, North Carolina
- CN12-A2: Seller Possession After Closing Agreement - 8401 Humie Olive Road Property Acquisition
- CN12-A3: Unrecorded Plat -8401 Humie Olive Road -Apex, North Carolina Imaps
- CN12-A4: Budget Ordinance Amendment No. 12 - Property Acquisition 8401Humie Olive Road - Apex, North Carolina



OFFER TO PURCHASE AND CONTRACT

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Seller":** Jennifer Dawn Clayton

(b) **"Buyer":** Town of Apex

(c) **"Property":** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below. **NOTE:** If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: 0 and 8401 Humie Olive Road

City: Apex Zip: 27502

County: Wake, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete *ALL* applicable)

Plat Reference: Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____, as shown on Plat Book/Slide _____ at Page(s) _____

The PIN/PID or other identification number of the Property is: 0721-10-9143 and 0720-19-7898 _____

Other description: Real Estate ID: 007084 and 007083

Some or all of the Property may be described in Deed Book 10437 at Page 2155

(d) **"Purchase Price":**

\$ 950,000.00

\$ 5,000.00

\$ n/a

\$ n/a

\$ n/a

\$ n/a

\$ n/a

\$ 945,000.00

paid in U.S. Dollars upon the following terms:

BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date

BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by ☐ cash ☐ personal check ☐ official bank check ☐ wire transfer, ☐ electronic transfer, EITHER ☐ with this offer OR ☐ within five (5) days of the Effective Date of this Contract.

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash or immediately available funds such as official bank check, wire transfer or electronic transfer no later than _____, **TIME**

BEING OF THE ESSENCE with regard to said date.

BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).

BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).

BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall

Buyer Initials _____ Seller Initials _____

have one (1) banking day after written notice to deliver cash or immediately available funds to the payee. In the event Buyer does not timely deliver cash or immediately available funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

(e) **“Earnest Money Deposit”**: The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the “Earnest Money Deposit”, shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer’s request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller’s sole and exclusive remedy for such breach, but without limiting Seller’s rights under Paragraphs 4(d) and 4(e) for damage to the Property or Seller’s right to retain the Due Diligence Fee. It is acknowledged by the parties that payment of the Earnest Money Deposit to Seller in the event of a breach of this Contract by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money Deposit to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller’s anticipated loss, both parties acknowledging the difficulty determining Seller’s actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) **“Escrow Agent”** (insert name): N/A

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker (“Broker”) is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent’s trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina (“Attorney”) is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **“Effective Date”**: The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **“Due Diligence”**: Buyer’s opportunity during the Due Diligence Period to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer’s sole discretion, will proceed with or terminate the transaction.

(i) **“Due Diligence Fee”**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer’s right to conduct Due Diligence during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 8(n) or Paragraph 12, or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) **“Due Diligence Period”**: The period beginning on the Effective Date and extending through 5:00 p.m. on ninety (90) days after the Effective Date ***TIME BEING OF THE ESSENCE*** with regard to said date.

(k) **“Settlement”**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction

Buyer Initials _____ Seller Initials _____

contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) **“Settlement Date”**: The parties agree that Settlement will take place within _____ ninety (90) days of the Effective Date_(the “Settlement Date”), unless otherwise agreed in writing, at a time and place designated by Buyer.

(m) **“Closing”**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 13 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **“Special Assessments”**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

“Proposed Special Assessment”: A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

“Confirmed Special Assessment”: A Special Assessment that has been approved prior to Settlement whether or not it is fully payable at time of Settlement.

2. FIXTURES AND EXCLUSIONS:

(a) **Items Leased or Not Owned**: Any item which is leased or not owned by Seller, such as fuel tanks, antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey:

_____.

(b) **Specified Items**: Unless identified in subparagraph (d) below the following items, if any, are deemed fixtures and are included in the Purchase Price free of liens: range/stove/oven, any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, mounting brackets for televisions and for speakers and all related hardware, burglar/fire/smoke/carbon monoxide alarms and security systems, pool, hot tub, spa and all related equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, all bathroom wall mirrors and all attached wall and/or door mirrors, fuel tank(s) whether attached or buried and including any contents that have not been used, removed or resold to the fuel provider as of Settlement*, landscape and/or foundation lighting, invisible fencing including all related equipment, lawn irrigation systems and all related equipment, and water softener/conditioner and filter equipment.

(c) **Other Fixtures/Unspecified items**: Unless identified in subparagraph (d) below, any other item legally considered a fixture is included in the Purchase Price free of liens.

(d) **Other Items That Do Not Convey**: The following items shall not convey (*identify those items to be excluded under subparagraphs*

Buyer Initials _____ Seller Initials _____

(b) and (c): _____

Seller shall repair any damage caused by removal of any items excluded above.

***NOTE:** Seller's use, removal or resale of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.

3. **PERSONAL PROPERTY:** The following personal property shall be transferred to Buyer at no value at closing:

(NOTE: Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.)

4. **BUYER'S DUE DILIGENCE PROCESS:**

(a) **Loan:** During the Due Diligence Period, Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction since the Loan is not a condition of the Contract.

(b) **Property Investigation:** During the Due Diligence Period, Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

(i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.

(ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.

(iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.

(iv) **Appraisals:** An appraisal of the Property.

(v) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

(vi) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.

(vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.

(viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.

(ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

(x) **Fuel Tank:** Inspections to determine the existence, type and ownership of any fuel tank located on the Property.

(xi) **Environmental Site Assessment:** Inspection(s) of the environmental conditions of the Property, such as a Phase I Environmental Site Assessment, which may include, but is not limited to an evaluation of: soil conditions, water quality, and the health of vegetative matter on the Property.

(NOTE: Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.)

Buyer Initials _____ Seller Initials _____

(c) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands that unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION.

(NOTE: See Paragraph 8(c), Access to Property/Walk-Through Inspection, and Paragraph 8(m), Negotiated Repairs/Improvements.)

(d) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices either approved by the N.C. Home Inspector Licensure Board or applicable to any other N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(e) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(f) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

WARNING: If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, prior to the expiration of the Due Diligence Period, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period shall constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under Paragraph 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(g) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

5. BUYER REPRESENTATIONS:

(a) **Loan:** Buyer ☐ does ☒ does not have to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☐ Other: _____ loan at a ☐ Fixed Rate ☐ Adjustable Rate in the principal amount of _____ plus any financed VA Funding Fee or FHA MIP for a term of _____ year(s), at an initial interest rate not to exceed _____ % per annum (the "Loan").

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan. If Buyer represents that Buyer does not have to obtain a new loan in order to purchase the Property, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

(b) **Other Property:** Buyer ☐ does ☒ does not have to sell or lease other real property in order to qualify for a new loan or to complete the purchase.

(NOTE: This Contract is not conditioned upon the sale of Buyer's property unless a contingent sale addendum such as Standard Form 2A2-T is made a part of this Contract.)

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

Buyer Initials _____ Seller Initials _____

(d) **Residential Property and Owners' Association Disclosure Statement** (*check only one*):

- ☐ Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer.
- ☐ Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to **WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST**: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- ☒ Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): 47E-2(a)(8)

(e) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement** (*check only one*):

- ☐ Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer.
- ☐ Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to **WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST**: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- ☒ Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): 47E-2(a)(8)

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

(NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred or is intended.)

6. BUYER OBLIGATIONS:

- (a) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.
- (b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:
- (i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;
 - (ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
 - (iii) determining restrictive covenant compliance;
 - (iv) appraisal,
 - (v) title search,
 - (vi) title insurance,
 - (vii) recording the deed, and
 - (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

7. SELLER REPRESENTATIONS:

- (a) **Ownership:** Seller represents that Seller:
- ☒ has owned the Property for at least one year.
- ☐ has owned the Property for less than one year.

Buyer Initials _____ Seller Initials _____

q does not yet own the Property.

(b) Lead-Based Paint (*check if applicable*):

☐ The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum {Standard Form 2A9-T}).

(c) Assessments: To the best of Seller's knowledge there are no Proposed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): None.

Seller warrants that there are no Confirmed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): None.

(d) Owners' Association(s) and Dues: Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

☐ (specify name of association): _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____.

Owners' association website address, if any: _____.

☐ (specify name of association): _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____.

Owners' association website address, if any: _____.

8. SELLER OBLIGATIONS:

(a) Evidence of Title and Payoff Statement(s): Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property. Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(b) Authorization to Disclose Information: Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) Access to Property/Walk-Through Inspection: Seller shall provide reasonable access to the Property (including working,

Buyer Initials _____ Seller Initials _____

existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer an opportunity to conduct a final walk-through inspection of the Property.

(d) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase from the Property.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

(NOTE: Buyer's failure to terminate this Contract prior to the expiration of the Due Diligence Period as a result of any encumbrance or defect that is or would have been revealed by a title examination of the Property or a current and accurate survey shall not relieve Seller of any obligation under this subparagraph.)

(NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.)

(h) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: Town of Apex.

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ 0 toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, less any portion disapproved by Buyer's lender.

NOTE: Examples of Buyer's expenses associated with the purchase of the Property include, but are not limited to, discount points, loan origination fees, appraisal fees, attorney's fees, inspection fees, and "pre-pays" (taxes, insurance, owners' association dues, etc.).

(j) **Owners' Association Fees/Charges:** Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 6(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **Payment of Confirmed Special Assessments:** Seller shall pay all Confirmed Special Assessments, if any, provided that the amount thereof can be reasonably determined or estimated.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

Buyer Initials _____ Seller Initials _____

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 8 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

9. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;
- (c) **Rents:** Rents, if any, for the Property;
- (d) **Dues:** Owners' association regular assessments (dues) and other like charges.

10. **HOME WARRANTY:** Select one of the following:

- ☒ No home warranty is to be provided by Seller.
- ☐ Buyer may obtain a one-year home warranty at a cost not to exceed \$ _____ and Seller agrees to pay for it at Settlement.
- ☐ Seller has obtained and will provide a one-year home warranty from _____ at a cost of \$ _____ and will pay for it at Settlement.

(NOTE: Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.)

11. **CONDITION OF PROPERTY AT CLOSING:** Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

12. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

13. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

14. **POSSESSION:** Possession, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- ☐ A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- ☒ A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- ☐ Possession is subject to rights of tenant(s) (NOTE: Consider attaching Additional Provisions Addendum (Form 2A-11-T) or Vacation Rental Addendum (Form 2A13-T))

15. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

Buyer Initials _____ Seller Initials _____

- | | |
|--|---|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T) | <input type="checkbox"/> New Construction Addendum (Form 2A3-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> Contingent Sale Addendum (Form 2A2-T) | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |
| <input type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T) | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T) |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | |

☐ Identify other attorney or party drafted addenda: _____

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

16. ASSIGNMENTS: This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

17. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

18. PARTIES: This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

19. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

20. ENTIRE AGREEMENT: This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

21. CONDUCT OF TRANSACTION: The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

22. EXECUTION: This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

23. COMPUTATION OF DAYS/TIME OF DAY: Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

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Buyer Initials _____ Seller Initials _____

THE NORTH CAROLINA ASSOCIATION OF REALTORS[®], INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Entity Buyer:
Town of Apex
(Name of LLC/Corporation/Partnership/Trust/etc.)

Seller:
Jennifer Dawn Clayton

By: _____

By: _____

Name: Randal E. Vosburg

Jennifer Dawn Clayton

Title: Town Manager

Date: _____

Date: _____

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

Jessica Murphy-Rhem, Interim Finance Director

Buyer Initials _____ Seller Initials _____

NOTICE INFORMATION

NOTE: INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address:
P. O. Box 250
Apex, NC 27502

Buyer Fax#: 919-249-3305

Buyer E-mail: Randy.Vosburg@apexnc.org

[THIS SPACE INTENTIONALLY LEFT BLANK]

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: _____ ("Seller")

Buyer: _____ ("Buyer")

Property Address: _____ ("Property")

☐ SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$_____, receipt of which Seller hereby acknowledges.

Date _____

Seller: _____
(Signature)

Date _____

Seller: _____
(Signature)

☐ ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$_____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date _____

Firm: _____

By: _____
(Signature)

(Print name)

Buyer Initials _____ Seller Initials _____

SELLER POSSESSION AFTER CLOSING AGREEMENT
THIS AGREEMENT IS AN ADDENDUM TO THE OFFER TO PURCHASE AND CONTRACT

WARNINGS TO BUYERS AND SELLERS:

- **THIS FORM MAY ONLY BE USED FOR SHORT-TERM OCCUPANCY.**
- **THIS FORM DOES NOT ADDRESS IMPORTANT ISSUES TYPICALLY ADDRESSED IN A RESIDENTIAL LEASE SUCH AS A SECURITY DEPOSIT. CONSIDERATION SHOULD BE GIVEN TO USING THE RESIDENTIAL RENTAL CONTRACT (FORM 410-T) OR OTHER RESIDENTIAL LEASE.**
- **YOU ARE ADVISED TO CONFIRM WITH AN INSURANCE PROFESSIONAL THE TERMS OF COVERAGE UNDER YOUR PROPERTY AND CASUALTY INSURANCE POLICY BEFORE USING THIS ADDENDUM.**

Property: __PIN: 0721-10-9143 and PIN: 0720-19-7898; Addresses: 0 and 8401 Humie Olive Road Apex, NC 27502 ____

Seller: __Jennifer Dawn Clayton_____

Buyer: __Town of Apex_____

This Agreement is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property. For valuable consideration, the receipt and legal sufficiency of which are acknowledged, Seller and Buyer agree:

1. **Term of Possession/Access by Buyer/Mean of Access.** Seller may remain in possession of the Property for a period of 90 days after the Closing (insert a number of days) until 5 p.m. on the last day (the entire period including any extension agreed to by Buyer and Seller in writing is referred to as the "Term"). ***TIME IS OF THE ESSENCE*** with regard to the end of the Term.

Buyer shall not access the Property during the Term without Seller's written permission except in the case of an emergency. Seller shall provide Buyer with an entry key to the Property at Closing. Seller shall deliver all other means of access to the Property to Buyer at the conclusion of the Term.

2. **Seller Acknowledgment of Property Condition and Obligation to Maintain Property.** Seller acknowledges that all appliances, systems and equipment are in good working order except for the following (describe any appliances, systems and equipment that are not in working order at the time of this Agreement): _____

Seller shall be responsible for the maintenance and repair of all appliances, systems and equipment on the Property other than any appliances, systems and equipment described above. Buyer shall not be obligated to maintain the Property after Closing while Seller remains in possession of the Property, subject to any obligation that may be imposed on Buyer by law.

Seller shall maintain the Property in its same condition as at Closing and shall make no changes in the Property, decorating or otherwise, without the written consent of Buyer. In the event that the Property is altered, modified, damaged or not maintained by Seller in its condition at Closing, Seller shall pay all costs necessary to correct any alterations, modifications or damage to the Property to restore the Property back to its condition at Closing; provided, the risk of loss or damage to the Property by fire or other casualty shall pass to Buyer at Closing without limiting Seller's obligation to indemnify and hold Buyer harmless as set forth below.

3. **Rent.** Seller shall credit Buyer at Closing a non-refundable lump sum of \$0.00 for the Term ("Rent").

4. **Termination of Possession.** Without a written extension signed by the Parties, Seller shall vacate the Property no later than the end of the Term. If Seller has not vacated the Property by that time, Seller shall continue to be bound by all of the terms and conditions of this Agreement, and Seller shall in addition pay Buyer a hold-over fee of \$100.00 per day for each day Seller remains in possession of the Property from the end of the Term until Seller vacates the Property or is evicted.

Page 1 of 3



This form jointly approved by:
North Carolina Bar Association's Real Property Section
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2A8-T
Revised 7/2022
© 7/2022

- Page 400 -

Buyer Initials _____ Seller Initials _____

5. **Utilities.** Seller shall keep all utilities registered in Seller's name and shall pay the costs of all utilities (sewer, water, gas, electricity, etc.) during the Term.

6. **Lawn Maintenance; Trash.** Seller shall be responsible for lawn maintenance and trash removal during the Term.

7. **Insurance on Seller's Property.** Seller shall procure and maintain throughout the Term a renter's insurance policy, and shall promptly provide Buyer evidence of such insurance upon Buyer's request. In addition to coverage for damage or loss to Seller's personal property in such amount as Seller may determine, the policy shall include adequate coverage for bodily injury and property damage for which Seller may be liable.

8. **Insurance on Buyer's Property.** As of Closing, Buyer shall keep the Property, together with any improvements and any personal property owned by Buyer on or in the Property, insured for the benefit of Buyer in such amount and to such extent as Buyer determines desirable.

9. **Seller's Indemnification.** Seller shall indemnify and hold Buyer harmless from and against any and all liability, fines, suits, claims, demands, actions, costs and expenses of any kind or nature whatsoever caused by, or arising out of, or in any manner connected with any damage to the Property or any injury or death to a person or persons arising out of Seller's use and/or occupancy of the Property during the Term, including intentional or negligent acts by Seller, Seller's family, invitees, and/or agents and employees of Seller.

10. **Subletting; Assignment.** Seller shall not sublet the Property or assign this Agreement.

11. **Association Dues and Charges.** Buyer shall pay the owner's association dues and other like charges, if any, during the Term.

12. **Pets.** Check one: ☒ pets are allowed on the Property ☐ no pets are allowed on the Property.

13. **Eviction.** In the event of Seller's breach of this Agreement, Seller may be evicted from the Property pursuant to a summary ejectment proceeding brought before the magistrate in the county where the Property is located, as provided in Chapter 42 of the North Carolina General Statutes.

14. **Costs of Legal Proceedings.** The losing party in any legal proceeding brought by Buyer or Seller against the other party for breach of any provision of this Agreement (including an action for summary ejectment) shall be liable for the costs and expenses of the prevailing party, including reasonable attorneys' fees (at all tribunal levels).

EXCEPT AS SPECIFICALLY MODIFIED HEREIN, ALL OF THE TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

IN THE EVENT OF A CONFLICT BETWEEN THIS AGREEMENT AND THE CONTRACT, THIS AGREEMENT SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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Date: _____

Date: _____

Buyer: _____

Seller: _____

Date: _____

Date: _____

Buyer: _____

Seller: _____

Entity Buyer: _____

Entity Seller: _____

(Name of LLC/Corporation/Partnership/Trust/etc.)

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

By: _____

Name: _____

Name: _____

Title : _____

Title: _____

Date: _____

Date: _____

8401 HUMIE OLIVE RD

REID: 0007084
PIN: 0720197898
PIN Extension: 000
Land Value: \$376000
Building Value: \$213628
Total Value Assessed: \$589628
Deed Acres: 3.2600000000000002
Year Built: 1971
Heated Area: 1916
Type and Use: SINGLFAM
Design Style: Conventional
Planning Jurisdiction: WC
Township: Buckhorn
Owner: BOOTH, DAVID WAYNE
Mailing Address 1: 8401 HUMIE OLIVE RD
Mailing Address 2: APEX NC 27502-9626
Deed Book: 010437
Deed Page: 02155
Deed Date: 9/12/2003
Land Class: Residential Less Than 10 Acres
Map Name: 0720 01
Billing Class: Individual
Property Description: BEAVER CREEK &
OTHER TRACTS
Address: 8401 HUMIE OLIVE RD
Street Name: HUMIE OLIVE RD
Old Parcel Number: 691-00000-0015
Units: 1
Total Structures: 1
Total Units: 1
ZIP: 27502
TYPE_AND_USE: 01
DESIGNSTYL: CVL
TOWNSHIP: 03



0 100 200 400 ft
1 inch equals 200 feet

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Town of Apex

Budget Ordinance Amendment No. 12

BE IT ORDAINED, by the Council of the Town of Apex that the following Budget Amendment for the Fiscal Year 2024-2025 Budget Ordinance be adopted:

Recreation Capital Reserve Fund

Section 1. Revenues:

48020	Fund Balance Appropriated - Amended	1,387,410
Total Revenues		\$1,387,410

Section 2. Expenditures:

59100	Transfer to General Fund	1,387,410
Total Expenditures		\$1,387,410

General Fund

Section 1. Revenues:

49225	Transfer from Recreation Reserve	1,387,410
Total Revenues		\$1,387,410

Section 2. Expenditures:

6200	Parks - Capital Outlay Land	1,387,410
Total Expenditures		\$1,387,410

Section 3. Within five (5) days after adoption, copies of this Amendment shall be filed with the Finance Officer and Town Clerk.

Adopted this the 10th day of June 2025.

Attest:

Jacques K. Gilbert, Mayor

Allen L. Coleman, CMC, NCCCC
Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 10, 2025

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to adopt the Resident Advisory Board Administrative Policy for the Town of Apex.

Approval Recommended?

Yes

Item Details

On December 17, 2024 Town Council Work Session, the Town Clerk's Office presented various recommendations related to the Town's resident advisory boards. The recommendations included structural changes related to the Town's Code of Ordinances and/or the Town's Unified Development Ordinance (UDO) and administrative guidelines.

Over the last several years, the Town Clerk has identified practices that were inconsistent across each of the Town's Advisory Boards. The establishment of an administrative policy will ensure consistency in the management of the town's standing and non-standing advisory boards.

A draft of the Resident Advisory Board Administrative Policy is included in the attachments. The following topics are included (in alphabetical order):

- Annual Reporting
- Applicability
- Attendance Reporting
- Code of Ethics
- Commitment to Diversity
- Compensation
- Confidentiality

- Conflicts of Interest
- Contact
- Leadership Roles and Staff Assignments
- Meeting Minutes and Recordings
- Member Responsibilities
- Membership Eligibility – 18 Years of Age and Above
- Membership Eligibility – Youth Representatives
- Periodic Review
- Recommendations of the Board
- Recruitment Process
- Removal
- Required Training
- Resignations
- Selection Criteria / Application
- Subcommittee Formation
- Terms / Appointment
- Vacancies
- Work Group, Taskforce, and Special Committees Establishment

Following adoption, each current member will be asked to sign a statement acknowledging their understanding and review of the policy.

The Town Clerk's Office worked with staff in various departments including, Parks, Recreation, and Cultural Resources, Planning, Town Manager's Office and Legal Services to ensure the information was appropriate.

Attachments

- CN13-A1: DRAFT: Resident Advisory Board Administrative Policy





DRAFT RESIDENT ADVISORY BOARD ADMINISTRATIVE POLICY

INTRODUCTION AND OVERVIEW

The Town of Apex encourages participation by its residents in local government through service on the Town's various Advisory Boards. Serving on a board is an opportunity to collaborate with local government and to help shape decisions and policies that impact our community. Members of boards provide an invaluable service to our Town.

Members advise the Mayor and Town Council on a wide variety of subjects by making recommendations on important policy matters. The mission, responsibilities and time commitments for each board vary. A complete description of each board, including meeting times and locations, can be found at the end of this handbook.

The Town of Apex is committed to appointing diverse, qualified, and dedicated people to these boards to achieve board membership with people of all ages, interests and backgrounds.

The purpose of the Resident Advisory Board Administrative Policy is to establish clear procedures and policies related to the administrative operations of the Town's standing resident advisory boards, ad-hoc service limited advisory boards, and/or ad-hoc work groups.

APPLICABILITY

1. All permanent advisory boards shall be established by ordinance and incorporated into the Code of Ordinances or the Unified Development Ordinance (UDO) for the Town of Apex. The following advisory boards are active boards:
 - Arts and Culture Advisory Board
 - Board of Adjustment
 - Environmental Advisory Board (EAB)
 - Multimodal Transportation Advisory Board (MTAB)
 - Parks and Recreation Advisory Board
 - Planning Board
2. This policy shall also apply to any new boards, commissions, councils, committees, or taskforces upon creation by the Apex Town Council.

MEMBERSHIP ELIGIBILITY – 18 YEARS OF AGE AND ABOVE

1. All members shall be eighteen (18) years of age or older unless applying for a youth representative position.
2. All members shall be voting unless otherwise specified or required.
3. All members shall reside within the corporate limits for the Town of Apex, unless otherwise specified or required. The Town Clerk shall confirm such residency.
4. All members shall be current on their Town of Apex and Wake County taxes. The Town Clerk has been authorized to verify tax status for applicants to the Town's standing advisory boards. If appointed, all members shall remain non-delinquent on taxes. If the

DRAFT RESIDENT ADVISORY BOARD ADMINISTRATIVE POLICY

member's taxes become delinquent during their term of appointment, the member shall be allowed up to 30 days to bring the taxes current.

5. No person appointed to an advisory board may concurrently serve in any publicly elected office.
6. The Apex Town Council may choose to waive any of the conditions within this section, with the exception of statutorily imposed conditions.

MEMBERSHIP ELIGIBILITY– YOUTH REPRESENTATIVE

1. All youth representatives shall be at least sixteen years of age and reside in the corporate limits for the Town of Apex.
2. All youth positions shall be for a term of one-year.
3. The following Boards shall have a voting position:
 - a. Arts and Culture Advisory Board
 - b. Environmental Advisory Board
 - c. Multimodal Transportation Advisory Board
4. The following Advisory Boards shall have a non-voting position:
 - a. Parks and Recreation Advisory Board
 - b. Planning Board
5. The Board of Adjustment shall not have a youth representative as part of their membership.

MEMBER RESPONSIBILITIES

1. All members expected to abide by the highest ethical and professional standards.
2. All members shall have good reputations for integrity and an interest in community service.
3. All members are representatives of the Town of Apex and shall conduct themselves, both in their official actions and personal actions so as to be above reproach in their conduct and shall not bring disrepute to either the Town or the Mayor and Town Council.
4. All members must be prepared and committed to participating in advisory board work in a manner that enhances relationships between the Town and the community.
5. Members, when in service on a board, are not employees of the Town of Apex.

SELECTION CRITERIA / APPLICATION

1. The Mayor and Town Council shall establish an advisory board application for residents to use when applying for all standing Town Advisory Board.
2. Members shall be appointed from applicants who has properly filed and submitted applications to the Town Clerk.
3. Employees of the Town, either full time or part-time, are not eligible to serve on any Town Advisory Board, Committee, or Commission.
4. All applications shall remain on file in the Office of the Town Clerk for one (1) year, unless the applicant is appointed in which the current application will remain on file throughout their current term.
5. All appointed members who are eligible to continue their service at the conclusion of their term, shall be required to submit a new application.
6. Members who have reached the maximum term limit for a specific advisory board may be eligible for consideration after one (1) year from the date of their expiration.

DRAFT RESIDENT ADVISORY BOARD ADMINISTRATIVE POLICY

TERMS / APPOINTMENT

1. Appointment authority, board terms, and term limits for all resident advisory boards shall be identified in the [Code of Ordinances](#) and/or the [Unified Development Ordinance \(UDO\)](#) for the Town of Apex. More information be found using the references below:
 - a. Arts and Culture Resident Advisory Board – Town Code Chapter 2; Article V.
 - b. Board of Adjustment – Town UDO Article 2; Subsection 2.1.3
 - c. Environmental Advisory Board – Town Code Chapter 2; Article IV.
 - d. Multimodal Transportation Advisory Board – Town Code Chapter 2; Article VI.
 - e. Parks and Recreation Advisory Board – Town Code Chapter 15
 - f. Planning Board – Town UDO Article 2; Subsection 2.1.2
2. Advisory Board members may not serve on two standing advisory boards. This restriction does not impact an individual's service on boards that are not Town of Apex advisory boards or short-term task forces or work groups.

VACANCIES

1. Upon the expiration of the term or service of members or should a vacancy otherwise occur, the Mayor and Town Council shall have the responsibility of selecting and appointing new members to the advisory board.
2. If a vacancy is recreated by an appointed member serving less than six (6) months, the Town Clerk may submit the previous names for consideration by the Mayor and Town Council without additional recruitment efforts.

RECRUITMENT

1. The Town Clerk shall administratively publicize vacancies on all standing Advisory Boards in advance of terms expiring to ensure appointment by the Town Council prior to the termination date of the term.
2. The Town Clerk shall establish the application cut off date and if an unqualified number of applications are received and/or unqualified number of applications received due to residency requirements, then the Town Clerk will administratively republicize for the additional time period, prior to placing an item on the agenda.
3. In addition to publicizing procedures, the Town Clerk shall administratively solicit interested residents through professional organizations when appropriate.
4. The Town Clerk has been authorized to administrative disqualify applications which do not meet the position requirements. If the Town Clerk disqualifies an application, the Mayor and Town Council shall be notified in writing.
5. The Town Clerk or their designee shall furnish an advisory board appointment report to include each application and any additional documents to the Mayor and Town Council 30 days prior to the anticipated termination date.
6. The Town Clerk or their designee shall notify any current appointee whose terms are expiring so they may re-apply, if eligible and willing to serve.
7. The Town Clerk may solicit feedback from the current advisory board members and/or town staff regarding the proposed applicants.

DRAFT RESIDENT ADVISORY BOARD ADMINISTRATIVE POLICY

LEADERSHIP ROLES AND STAFF ASSIGNMENTS

1. Each advisory board shall have a designated Chair and Vice-Chair. The Chair and Vice-Chair shall be appointed from the membership of the board by the Mayor and confirmed by the Town Council.
2. The responsibilities of the advisory board chair are:
 - a. Serves as the presiding officer and conducts advisory board meetings.
 - b. Acts as the authorized spokesperson for the advisory board.
 - c. Appoints and dissolves subcommittees, and the Chair and members thereof, of the board in consultation and with the approval of the entire advisory board.
 - d. Presents the Annual Advisory Board Report to the Mayor and Town Council.
 - e. Sets goals for the advisory board in consultation with the Mayor and Town Council.
 - f. Reviews all advisory board minutes and proposed recommendations.
 - g. Sign documents such as recommendation statements, resolutions, correspondences or memos, etc. on before of the Board.
3. The responsibilities of the advisory board vice-chair are:
 - a. Serves as the presiding officer and conducts advisory board meetings in the absence of the chair.
 - b. Has all responsibilities of the Chair in the Chair absence.
4. The Chair and/or Vice-Chair may be removed or replaced at any time by a majority vote of the Town Council.
5. Each advisory board shall have assigned professional staff. Assigned professional staff shall be at the discretion of the Town Manager or their designee.
6. Each advisory board shall have an assigned board liaison for administrative support. In the absence of the assigned board liaison, the Town Clerk or their designee shall be responsible for providing administrative support.

RECOMMENDATIONS OF THE BOARD

1. All recommendations and reports of an advisory board, approved in the form of a motion, shall be conveyed to the Mayor and Town Council in writing for consideration and submitted to the Town Clerk.
2. The Town Clerk shall place any advisory board recommendation submitted for consideration on the next regular town council meeting agenda or within 30 days of receipt.
3. The Advisory Board chair shall be responsible for presenting the recommendation on behalf of the board. Outcomes of the recommendation are to be reported back to the advisory board by the Chair or the Town Clerk.

REMOVAL

1. All members of each advisory board shall serve at the pleasure of the Mayor and Town Council for the Town of Apex.
2. The Town Council may remove any advisory board member for cause (neglect of duty, malfeasance, misconduct or failure to faithfully attend meetings), or without cause for any reason by a majority vote.

DRAFT RESIDENT ADVISORY BOARD ADMINISTRATIVE POLICY

RESIGNATIONS

1. If a member wishes to resign, the member shall submit their resignation in writing to the Town Clerk, noting the effective date of the resignation.
2. The Town Clerk shall notify the Mayor, Town Council, and Chair of the Board on which the member serves of the resignation.
3. All vacancies shall be filled as outlined in the vacancy section of this policy.

MEETING MINUTES AND RECORDING

1. Minutes shall be taken for all advisory board meetings by the Town Clerk or their designee.
2. Advisory Board meeting minutes may be in summary format.
3. All approved minutes shall be retained in the Office of the Town Clerk and distributed to the Mayor and Town Council monthly.
4. All advisory board meetings, except the Board of Adjustment, shall be livestreamed for accessibility and participation purposes. The Town Clerk or their designee shall be responsible for coordinating technology support.

COMPENSATION

1. All advisory board members shall be eligible to receive a stipend of fifty dollars (\$50) for each meeting held.
2. Stipends shall be issued on a quarterly basis and contingent upon monthly attendance reports as submitted by the town staff advisory board liaison.
3. Each member shall complete a federal form W-9 and Electronic Fund Transfer (EFT) form in order to receive their stipend. These documents will be provided by the Town Clerk or their designee during the members' initial orientation.
4. The Town Clerk or their designee shall be responsible for providing payment information to the Finance Department.

CODE OF ETHICS

1. All Advisory Board members should act with integrity and with independence from improper influence as they exercise the functions of their offices. Characteristics and behaviors that are consistent with this standard are:
 - a. Adhering firmly to the code of sound values.
 - b. Behaving consistently and with respect towards everyone with whom they interact.
 - c. Exhibiting Trustworthiness
 - d. Using their best independent judgment to pursue the common good as they see it, presenting their opinions to all in a reasonable, forthright, consistent manner.
 - e. Remaining incorruptible, self-governing, and not subject to improper influence, while at the same time being able to consider the opinions and ideas of others.
 - f. Disclosing contacts and information about issues that they receive outside of public meetings, and refraining from seeking or receiving information about quasi-judicial matters outside of the quasi-judicial proceedings themselves.
 - g. Treating other advisory boards and advisory board members and the public with respect, and honoring the opinions of others even when they disagree.
 - h. Being careful not to reach conclusions on issues until all sides have been heard.

DRAFT RESIDENT ADVISORY BOARD ADMINISTRATIVE POLICY

- i. Showing respect for their appointed office and not behaving in ways that reflect badly on the office, the advisory board, the Mayor and/or the Town Council, or the Town of Apex.
 - j. Recognizing that they are part of a larger group and acting accordingly.
 - k. Recognizing that individual board members are not generally allowed to act on behalf of the board, but may only so if the board specifically authorizes, and that the board must take action as a body.
 - l. Being faithful in the performance of duties of their offices.
 - m. Acting as especially responsible residents whom others can trust and respect.
 - n. Faithfully attending and preparing for meetings.
 - o. Carefully analyzing all credible information that is properly submitted to them, and when applicable, being mindful of the need not to engage in communications outside the meeting in quasi-judicial matters.
 - p. Being willing to bear their fair share of the board's workload.
 - q. To the extent appropriate, they should be willing to put the board's interest ahead of their own and shall avoid the appearance of a conflict of interest and shall, under no circumstances, use their position on any board for personal gain or profit.
2. Members of the Planning Board and the Board of Adjustment shall upon initial appointment, and prior to December 31 annually thereafter disclose:
 - a. Any interest he or she or his or her spouse or domestic partner has in real property situated in whole or in part in the Town of Apex and the general description of that property.
 - b. Any legal, equitable, beneficial or contractual interest he or she or his or her spouse or domestic partner has in any business, firm or corporation, which is currently doing business with the Town of Apex pursuant to contracts awarded by the Town of Apex, or which is attempting, or has attempted in the past calendar year, to secure the award of a bid from the Town of Apex.
 - c. Failure to file a disclosure statement setting out the above required information shall result in immediate removal of the member from the applicable board.
 - d. All disclosures should be submitted to the Town Clerk.
3. Gifts
 - a. An advisory board member shall not directly or indirectly ask, accept, demand, exact, solicit, seek, assign, receive, or agree to receive any gift or honorarium for the advisory board member, or for another person, in return for being influenced in the discharge of the advisory board member's official responsibilities.

CONFLICT OF INTEREST

1. During advisory board meetings, a member shall immediately disclose any potential conflict of interest and request to be excused from voting when he or she has a conflict of interest.
2. During an appeal proceeding, the applicant has the right to question the interest of any voting member. The advisory board chair should consult with the Town Attorney or their legal designee on any potential conflict of interest in appeal matters.
3. In determining from existing facts and circumstances whether a conflict of interest exists the determining party shall consider the facts and circumstances as would an ordinary and reasonable person exercising prudence, discretion, intelligence, and due care.

DRAFT RESIDENT ADVISORY BOARD ADMINISTRATIVE POLICY

4. If you have any questions related to potential conflicts of interest or the process, please contact the Town Attorney.

CONFIDENTIALITY

1. No member of the advisory board shall make any written or oral statement of any confidential town matter to any individual, business, or agency. A violation of this section will result in that member's immediate removal from the advisory board. This prohibition does not apply to communications with town staff, officials, or their agents.
2. Members of the advisory board may receive information of a sensitive or confidential nature. It shall be the duty and responsibility of each member to respect and maintain the confidentiality of Town issues presented before the board. Neither the advisory board nor any individual member shall disseminate confidential information received during advisory board meetings.
3. If a closed session is called during an advisory board meeting pursuant to North Carolina General Statutes 143-318.11(a), the Town Clerk or their designee shall be present.
4. Advisory board members may be required to sign confidentiality statements as necessary and will be removed from the advisory board upon violation of the confidentiality agreement.

ANNUAL REPORTING

1. All Advisory Boards will submit a written report to the Town Clerk by December 31 each calendar year and consist of the following:
 - a. What was done that made a difference;
 - b. Established goals, projects, and major accomplishments from the previous twelve-month period;
 - c. Outreach efforts to increase awareness of various projects;
 - d. The proposed plans and objectives for the upcoming twelve-month period;
 - e. What type of resources (if any) may be needed in pursuing the upcoming plans and goals;
 - f. Recap of annual attendance report
2. The Advisory Board Chair shall work with the Town Clerk to identify a date in January or February to present their report to the Mayor and Town Council at a regular council meeting.
3. The Town Clerk shall establish the annual report template and distribute to each advisory board chair.

ATTENDANCE

1. Members shall make every effort to attend all meetings of the resident advisory board, serve on subcommittees of said board, and perform other functions assigned by the advisory board chair with approval of the advisory board.
2. If a member is unable to attend a meeting, the member shall contact the Town Clerk and their Board Chair as soon as possible, and at least forty-eight (48) hours before the scheduled meeting.
3. Any member missing three (3) consecutive meetings shall be removed from their position.

DRAFT RESIDENT ADVISORY BOARD ADMINISTRATIVE POLICY

4. Any member missing twenty-five percent (25%) of meetings held within a 12-month period shall be removed from their position.
5. The Town Clerk shall provide written notice to any advisory board member being removed related to attendance and provide a copy to the Mayor, Town Council, and Board Chair.

ATTENDANCE REPORTING

1. The Town Clerk shall provide an attendance report to the Mayor and Town Council on a quarterly basis. The Attendance Report shall illustrate each advisory board and the meetings held within the reporting period.
2. The Town Clerk shall notify any member at risk of being removed pursuant to this section.
3. When an attendance report submitted to the Mayor and Town Council shows that a member of a board has not complied with the attendance policy, the Town Clerk shall notify the chair of the board in writing regarding the member's lack of attendance. Further, when the subsequent attendance report submitted to the Mayor and Town Council shows that same member of the board has not complied with the attendance policy, the Town Clerk shall notify the board member in writing that such member has been removed from the board and initiate the recruitment process.

REQUIRED TRAINING

1. The Town of Apex will make available for advisory board members and department staff periodic training on local, county, or state goals and priorities as well as relevant statutes and policies.
2. The Town Clerk shall establish an orientation program for all advisory boards and confirm each member has successfully completed their training within 30 days of appointment.
3. The Chair and Vice-Chair, shall attend additional training to familiarize themselves with the duties and responsibilities of the Chair and Vice-Chair and the guidelines for conducting meetings.
4. All members shall attend an ethics and conflicts of interest training each appointment term. A copy of the training certificate shall be provided to the Town Clerk.

COMMITMENT TO DIVERSITY

1. All appointments of residents to advisory boards shall be representative of the race and gender of the population of Apex when possible.

PERODIC REVIEW

1. The Resident Advisory Board Administrative Policy shall be reviewed every two (2) years by the Mayor and Town Council.
2. The Town Clerk shall be responsible for tracking all changes and notifying the Mayor and Town Council of any recommended amendments.
3. This policy may be changed or adjusted as deemed necessary by the Apex Mayor and Town Council regardless of whether it is scheduled for a review.

SUBCOMMITTEE FORMATION

DRAFT RESIDENT ADVISORY BOARD ADMINISTRATIVE POLICY

1. Subcommittees may be formed by the advisory board to research and make special recommendations on special issues or areas in order to carry out the duties as established in the advisory boards scope of responsibilities.
2. The Advisory Board Chair, upon a majority vote of the advisory board, shall form subcommittees.
3. No subcommittee shall be a majority of the advisory board.
4. The Advisory Board Chair shall notify the Town Clerk of any subcommittees that are formed and provide the established goals and timeline for such subcommittees.
5. No subcommittee shall exist for longer than one (1) year. If an extension is warranted, the Town Council shall modified the establishment resolution.

WORK GROUP, TASK FORCE, SPECIAL COMMITTEES

1. Town Staff may recommend, through the Town Clerk, a work group, task force, or special committee be formed for a set purposes which is for an established set period of time.
2. All work group, task force, or special committees shall be considered non-standing committees and shall be established by resolution.
3. Once established by resolution, Town staff may recommend members to the Mayor and Town Council outside of the standard recruitment process. Any member who applies for a special work group, task force, or special committee may also be considered.
4. The Town Clerk shall provide a list of the recommended members of any town work group, task force, or special committee to the Mayor and Town Council for adoption.
5. If a work group, task force, or special committees needs to exist beyond the timeline identified in the resolution, the Mayor and Town Council may consider establishment as a standing advisory board through the adoption of an ordinance.

CONTACT

In addition to the authority and duties that may be conferred upon the Town Clerk by general or special law, the Town Clerk shall enforce and provide interpretation of the Resident Administrative Policy.

Adopted by the Town Council on

MONTH DD, YEAR

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 10, 2025

Item Details

Presenter(s): Bruce Venable, Planner II

Department(s): Planning

Requested Motion

Motion to approve the Statement of the Town Council and Ordinance for Rezoning Application No. 24CZ11, Wood Partners, applicant, for the property located at 8108 Jenks Road; 1440 & 1508 Wimberly Road (PINs 0722673959, 0722682430, & 0722681610).

Approval Recommended?

The Planning Department recommends approval.

Item Details

Rezoning Application No. 24CZ11 was approved at the May 27, 2025 Town Council meeting.

Attachments

- CN14-A1: Statement of the Town Council and Ordinance to Amend the Official Zoning District Map
- CN14-A2: Attachment A: Legal Description
- CN14-A3: Attachment B: Rezoning Case No. 24CZ11 Altera Heights PUD



STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 13.55 ACRES LOCATED AT 8108 JENKS RD; 1440 & 1508 WIMBERLY RD FROM RURAL RESIDENTIAL (RR) TO PLANNED UNIT DEVELOPMENT-CONDITIONAL ZONING (PUD-CZ)

#24CZ11

WHEREAS, Wood Partners, owner/applicant (the “Applicant”), submitted a completed application for a conditional zoning on the 1st day of June, 2024 (the “Application”). The proposed conditional zoning is designated #24CZ11;

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 #24CZ11 before the Planning Board on the 12th day of May, 2025;

WHEREAS, the Apex Planning Board held a public hearing on the 12th day of May, 2025, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #24CZ11. A motion was made by the Apex Planning Board to recommend denial; the motion passed unanimously for the application for #24CZ11;

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 #24CZ11 before the Apex Town Council on the 27th day of May, 2025;

WHEREAS, the Apex Town Council held a public hearing on the 27th day of May, 2025. Bruce Venable, Planner II, presented the Planning Board's recommendation at the public hearing;

WHEREAS, all persons who desired to present information relevant to the application for #24CZ11 were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is not consistent with the 2045 Land Use Plan and other adopted plans in that the 2045 Land Use Map designates this area as Office Employment/Commercial Services and approval of this rezoning will automatically amend the 2045 Land Use Map to High Density Residential. This designation on the 2045 Land Use Map includes the zoning district Planned Unit Development-Conditional Zoning (PUD-CZ) and the Apex Town Council has considered that the proposed rezoning to PUD-CZ will maintain the character and appearance of the area while providing the flexibility to accommodate growth in population, economy, and infrastructure consistent with the intent of the 2045 Land Use Map;

WHEREAS, the Apex Town Council finds that the approval of the rezoning to Planned Unit Development-Conditional Zoning (PUD-CZ) is reasonable and in the public interest in that: The rezoning will allow for the development of high-density residential housing including affordable units, which are needed to support the continued residential growth in this area. Additionally, the rezoning will promote compatible development with surrounding land uses and contribute to an increased tax base, supporting the Town's long-term fiscal sustainability; and

WHEREAS, the Apex Town Council by a vote of 3 to 2 approved Application #24CZ11 rezoning the subject tracts located at 8108 Jenks Rd; 1440 & 1508 Wimberly Rd 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.”

Ordinance Amending the Official Zoning District Map #24CZ11

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 8108 Jenks Rd; 1440 & 1508 Wimberly Rd from Rural Residential (RR) to Planned Unit Development-Conditional Zoning (PUD-CZ).

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 conditions in Attachment "B" Altera Heights 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 _____ 2025.

TOWN OF APEX

Jacques K. Gilbert
Mayor

ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

Town Attorney

Legal Description
Altera Heights PUD

BEGINNING ON THE SOUTHERN RIGHT OF WAY OF WIMBERLY ROAD (60' PUBLIC RIGHT OF WAY) AT AN EXISTING IRON PIPE ON THE NORTHEASTERN CORNER OF LOT 1 RECORDED IN BOOK OF MAPS 1994 PAGE 435 RECORDED IN THE WAKE COUNTY REGISTER OF DEEDS AND HAVING N.C. GRID COORDINATES OF N: 728,630.67, E: 2,026,294.61 NAD83/2011, THENCE FROM SAID POINT AND WITH THE SOUTHERN RIGHT OF WAY SOUTH 49° 11' 09" EAST FOR A DISTANCE OF 107.51 FEET TO AN IRON PIPE SET, THENCE SOUTH 40° 46' 30" EAST FOR A DISTANCE OF 106.86 FEET TO AN IRON PIPE SET, THENCE SOUTH 33° 47' 29" EAST FOR A DISTANCE OF 79.92 FEET TO AN IRON PIPE SET, THENCE SOUTH 28° 06' 25" EAST FOR A DISTANCE OF 94.74 FEET TO AN IRON PIPE SET, THENCE SOUTH 24° 00' 16" EAST FOR A DISTANCE OF 484.42 FEET TO AN IRON PIPE SET, THENCE SOUTH 25° 31' 04" EAST FOR A DISTANCE OF 82.88 FEET TO AN IRON PIPE SET, THENCE SOUTH 27° 41' 54" EAST FOR A DISTANCE OF 31.47 FEET TO AN IRON PIPE SET, THENCE SOUTH 23° 56' 01" WEST FOR A DISTANCE OF 47.61 FEET TO AN IRON PIPE SET ON THE NORTHERN RIGHT OF WAY OF JENKS ROAD (60' PUBLIC RIGHT OF WAY), THENCE ALONG THE NORTHERN RIGHT OF WAY SOUTH 75° 33' 56" WEST FOR A DISTANCE OF 115.59 FEET TO AN IRON PIPE, THENCE SOUTH 74° 18' 49" WEST A DISTANCE OF 68.97 FEET TO AN IRON PIPE WITH CAP, THENCE LEAVING THE NORTHERN RIGHT OF WAY OF JENKS ROAD (60' PUBLIC RIGHT OF WAY) NORTH 88° 58' 44" WEST FOR A DISTANCE OF 563.29 FEET TO AN ANGLE IRON, THENCE NORTH 88° 58' 44" WEST FOR A DISTANCE OF 47.06 FEET TO AN IRON PIPE, THENCE NORTH 01° 32' 21" EAST FOR A DISTANCE OF 424.08 FEET TO AN AXLE, THENCE NORTH 01° 32' 21" EAST FOR A DISTANCE OF 12.51 FEET TO AN IRON PIPE THENCE NORTH 01° 32' 21" EAST A DISTANCE OF 151.76 FEET TO AN IRON PIPE, THENCE NORTH 01° 32' 21" EAST FOR A DISTANCE OF 15.73 FEET TO AN IRON PIPE, THENCE NORTH 01° 32' 21" EAST A DISTANCE OF 84.35 FEET TO AN IRON PIPE, THENCE NORTH 01° 32' 18" EAST FOR A DISTANCE OF 411.13 FEET TO AN IRON PIPE SET ON THE SOUTHERN RIGHT OF WAY OF WIMBERLY ROAD (60' PUBLIC RIGHT OF WAY), THENCE WITH THE SOUTHERN RIGHT OF WAY SOUTH 61° 03' 43" EAST FOR A DISTANCE OF 170.57 FEET TO AN IRON PIPE SET, THENCE SOUTH 59° 15' 00" EAST FOR A DISTANCE OF 74.16 FEET TO AN IRON PIPE SET, THENCE SOUTH 56° 01' 14" EAST FOR A DISTANCE OF 93.72 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 13.55 ACRES, MORE OR LESS.

Attachment "B"



ALTERA HEIGHTS

Planned Unit Development

Apex, North Carolina

Submittal Dates

First Submittal: June 3, 2024

Second Submittal: August 2, 2024

Third Submittal: February 7, 2024

Fourth Submittal: April 4, 2025

Fifth Submittal: April 23, 2025

Sixth Submittal: May 22, 2025

Developer

Wood Partners

1414 Raleigh Road, Suite 429

Chapel Hill, NC 27517

Civil Engineer

BGE, Inc.

5438 Wade Park Blvd, Suite 420

Raleigh, NC 27607

Land Use Attorney

Matthew J. Carpenter

Parker Poe Adams & Bernstein LLP

301 Fayetteville Street, Suite 1400

Raleigh, NC 27601



PPAB 12398952v1



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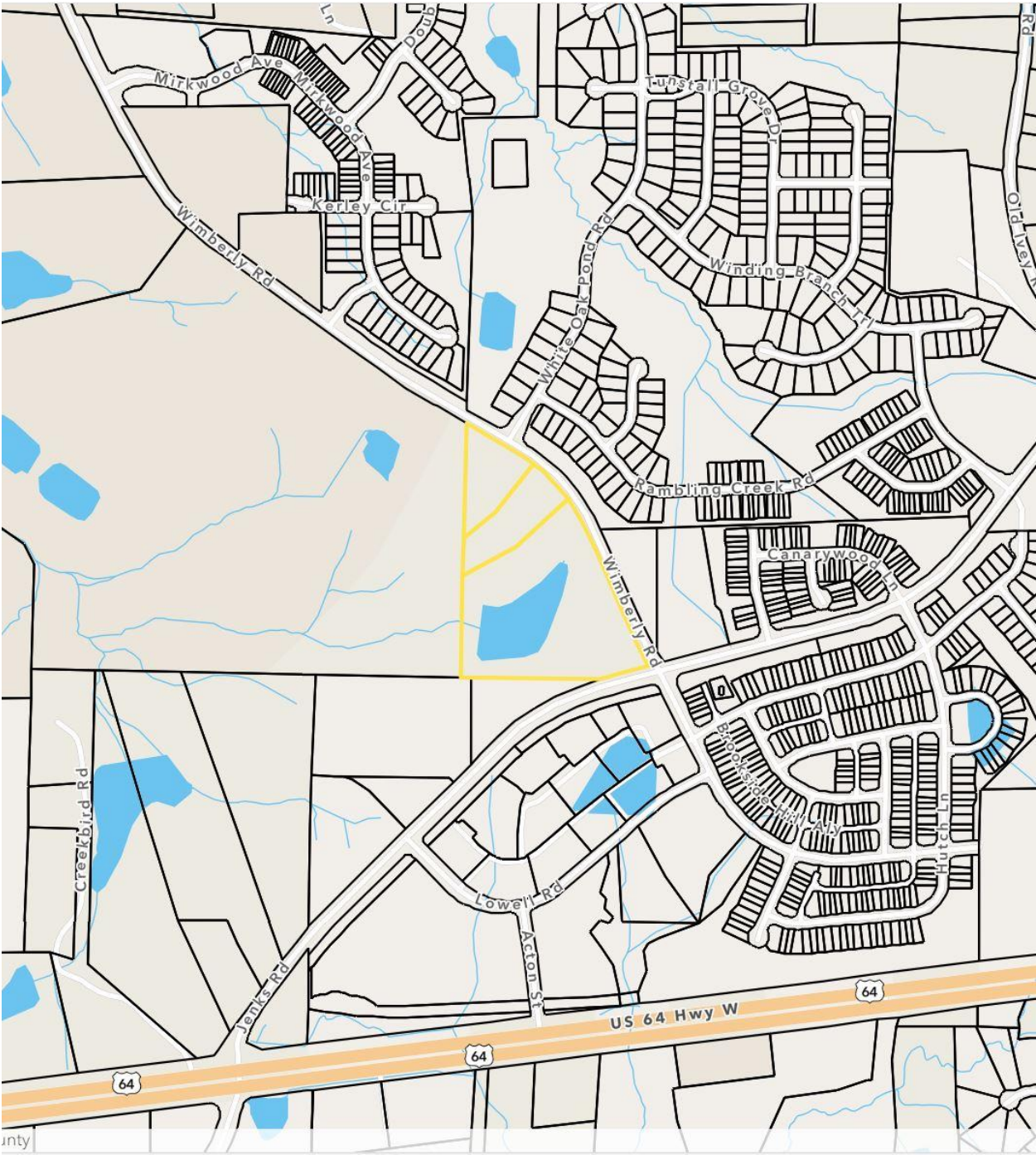
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VICINITY MAP



PROJECT DATA

Name of Project:	Altera Heights
Property Owner:	See attached <u>Exhibit B</u>
Developer:	Wood Partners 1414 Raleigh Road, Suite 429 Chapel Hill, NC 27517
Prepared by:	Parker Poe Adams & Bernstein LLP 301 Fayetteville Street, Suite 1400 Raleigh, NC 27601 BGE, Inc. 5438 Wade Park Blvd., Suite 420 Raleigh, NC 27607
Current Zoning:	Rural Residential (RR)
Proposed Zoning:	Planned Unit Development Conditional Zoning (PUD-CZ)
Current 2045 LUM Designations:	Office Employment/Commercial Services
Proposed 2045 LUM Designations:	High Density Residential
Site Address:	8108 Jenks Rd, 1508 Wimberly Rd, 1440 Wimberly Rd
Property Identification Number:	0722673959, 0722682430, 0722681610
Total Acreage:	13.55 acres
Area Designated as Mixed Use on LUM:	None
Area Proposed as Non-Residential:	None

PURPOSE STATEMENT

This document and the accompanying exhibits submitted herewith (collectively, the “PUD”) are provided pursuant to the Town of Apex Unified Development Ordinance (“UDO”) Planned Unit Development provisions. This PUD addresses the development of an approximately 13.55-acre site at the corner of Wimberly Road and Jenks Road. The property is in the Town’s ETJ and primarily undeveloped with two existing single-family homes.

Altera Heights aims to offer upscale living at cost-effective rates to fill a gap in the housing market. The project will be an attainable housing community for middle income earners, those often overlooked by the multi-family housing market which consists primarily of government subsidized affordable projects on one end and luxury high rent apartment communities on the other. In addition, the community will provide 12% of the total units as AMI restricted affordable units to ensure affordability for different income bands. The community will be conveniently located near goods and services and future commercial development on US-64, offering people of all backgrounds the opportunity to live in and enjoy Apex.

The Town of Apex 2045 Land Use Map (the “LUM”) designates the property as Office/Commercial Services. However, non-residential uses are infeasible on the property. The office market has not recovered from COVID-19; in first quarter 2024, the direct vacancy rate for office space in Raleigh-Durham increased to 15.6% and the suburban vacancy rate increased to 16.2%.¹ Seven of the ten largest vacancies were in suburban submarkets, mostly concentrated in the RTP/I-40 Corridor submarket which had the highest overall vacancy rate of 30.9%. Commercial uses on the site face challenges due to the lot configuration. Because of the configuration of the Town owned property to the south (PIN 0722671588), the property has minimal frontage on Jenks Road, the primary transportation corridor, and will only have driveway access to Wimberly Road. Additionally, non-residential development is drawn to US-64 where visibility is better and daily trips are higher.

Given these constraints, an attainable housing community is the highest and best use of the property. It will further Goal 1.2(d) of the Affordable Housing Incentive Zoning Policy and Procedures Manual, to create “mixed-income communities, with affordable housing units integrated within residential and mixed-use market rate developments.” According to the Affordable Housing Plan, over the next decade, Apex is projected to add 1,900 jobs with incomes below \$75,000, which will further contribute to the Town’s affordable housing need; jobs such as grocery cashiers, firefighters, and nurses.

¹ See Cushman & Wakefield Q1 2024 Raleigh Office Report. https://cw-gbl-gws-prod.azureedge.net/-/media/cw/marketbeat-pdfs/2024/q1/us-reports/office/raleigh-durham_americas_marketbeat_office_q12024.pdf?rev=e3d179927e8343c69bd3895c5d3d6fab

CONSISTENCY WITH PLANNED UNIT DEVELOPMENT STANDARDS

- (i) *The uses proposed to be developed in the PD plan for PUD-CZ are those uses permitted in Sec. 4.2.2 Use Table***

RESPONSE: The uses permitted within this PUD are permitted within this designation in the UDO Section 4.2.2 Use Table.

- (ii) *The uses proposed in the PD Plan for PUD-CZ can be entirely residential, entirely non-residential, or a mix of residential and non-residential uses, provided a minimum percentage of non-residential land area is included in certain mixed-use areas as specified on the 2045 Land Use Map. The location of the uses proposed by the PUD-CZ must be shown in the PD Plan with a maximum density for each type of residential use and a maximum square footage for each type of non-residential use.***

RESPONSE: Altera Heights is a multi-family development. None of the parcels in the PUD have three stripes on the LUM. Accordingly, this PUD is not required to designate 30% of the property as non-residential.

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

RESPONSE: This PUD specifies intensity and dimensional standards for the project. The proposed PUD is consistent with the UDO Planned Unit Development standards – to provide site specific, high-quality neighborhoods that preserve natural features and exhibit compatibility with, and connectivity to, surrounding land uses. Except as specifically stated in this PUD, the development will comply with all requirements of the UDO and will comply with all applicable requirements of the North Carolina Building Code and the North Carolina Fire Code.

- (iv) *The development proposed in the PD Plan for PUD-CZ encourages cluster and compact development to the greatest extent possible that is interrelated and linked by pedestrian ways, bikeways and other transportation systems. At a minimum, the PD Plan must show sidewalk improvements as required by the Advance Apex: The 2045 Transportation Plan and the Town of Apex Standard Specifications and Standard Details, and greenway improvements as required by the Town of Apex Parks, Recreation, Greenways, and Open Space Plan and the Advance Apex: The 2045 Transportation Plan. In addition, sidewalks shall be provided on both sides of all streets for single-family detached homes.***

RESPONSE: The project will have 10-foot Side Paths along its frontage on Wimberly Road and Jenks Road as recommended by the Bicycle and Pedestrian System Plan Map. Internal sidewalks will connect to the Side Paths to improve pedestrian connectivity and safety.

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

RESPONSE: The project does not propose any new public streets. Additionally, vehicular cross access connections are undesirable due to the use of adjacent properties. The adjacent property to the west is the Cary-Apex Water Plant. The adjacent property to the south is owned by the Town and will be used for utilities. The project will improve pedestrian connectivity by constructing Side Paths along its frontage on Wimberly Road and Jenks Road.

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

RESPONSE: The proposed development is compatible with the character of the existing and planned uses in the surrounding area. This area of Town includes a wide array of housing types including the Villages at Westford luxury apartments and Westford Townhomes to the south, the Alderwood single-family subdivision to the east, and the future Arden 55+ community to the west. The project will add an attainable rental housing type, with conditions to ensure a high quality product that complements existing neighborhoods in the area.

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

RESPONSE: The development will feature high quality and thoughtful design. Architectural standards, design controls, and conceptual elevations are included in this PUD.

CONSISTENCY WITH CONDITIONAL ZONING STANDARDS

Altera Heights is consistent with the conditional zoning standards set forth in UDO Section 2.3.3.F.1-10. Please see the accompanying PUD-CZ Application for the statements of consistency addressing each standard.

PERMITTED USES

The Property may be used for the uses listed 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. Homeowners Association covenants shall not restrict the construction of accessory dwelling units.

The following uses shall be permitted:

Residential

- Multi-family or apartment
- Condominium

Utilities

- Utility, minor

Recreational

- Greenway
- Park, Active
- Park, Passive
- Recreation Facility, private

AFFORDABLE HOUSING

A minimum of 12% of the total residential apartment units (as shown on the first site plan submittal) shall be designated as restricted low-income affordable housing rental units (the “Affordable Units”) for a minimum affordability period of 15 years starting from the date of issuance of the first residential Certificate of Occupancy (the “Affordable Restriction Period”).

- 5% of the total residential apartment units shall be Affordable Units occupied by low-income households earning no more than 80% of the Raleigh, NC Metropolitan Statistical Area (MSA) Area Median Income, adjusted for family size, as most recently published by the U.S. Department of Housing and Urban Development (HUD)(the “AMI”) and rented at maximum rent limits per bedroom count, no greater than the 80% AMI limits as stipulated by the most recently published NC Housing Finance Agency Low-Income Housing Tax Credit Multifamily Tax Subsidy Program income and rent limits for the Wake County Metropolitan Area (the “MTSP Rent Limits”).
- 5% of the total residential apartment units shall be Affordable Units occupied by low-income households earning no more than 100% AMI and rented at maximum rent limits as stipulated by the 100% AMI MTSP Rent Limits.
- 2% of the total residential apartment units shall be Affordable Units occupied by low-income households earning no more than 110% AMI and rented at maximum rent limits as stipulated by the 110% AMI MTSP Rent Limits.
- If the Affordable Units calculation results in a fraction between 0.00 and 0.49, the number of Affordable Units shall be rounded down to the nearest whole number. If the Affordable Units calculation results in a fraction between 0.50 and 0.99, the number of Affordable Units shall be rounded up to the nearest whole number.
- Prior to issuance of the first residential Certificate of Occupancy, a restrictive covenant between the Town and property owner shall be executed and recorded in the Wake County Registry to memorialize the affordable housing terms and conditions.
- During the Affordable Restriction Period, the property owner shall be responsible for performing, or contracting for, all property management and administration duties to ensure compliance with this affordable housing condition and shall submit annual compliance reports to the Town verifying compliance.
- Following expiration of the Affordable Restriction Period, this affordable housing condition shall expire, and the property owner shall be relieved of all obligations set forth in this affordable housing condition, and the Affordable Units may be freely marketed and leased at market-rate rents.

DESIGN CONTROLS

Multi-Family Design Controls

- Acreage: 13.55
- Maximum number of multi-family apartment units: 300
- Maximum Building Height: 60 ft./4 stories
- Minimum Building Setbacks
 - Front 10 ft.
 - Rear 10 ft.
 - Corner 10 ft.
 - Minimum Building Separation 30 ft.
 - From Buffer or RCA 10 ft.

LANDSCAPING, BUFFERING, AND SCREENING

Perimeter buffers shall be built and planted to the following lot width and planting standards:

Location:	Buffer Size & Type:
Along the southern property line	30 ft. Type B/15 ft. Type B*
Along the western property line	25 ft. Type A
Along Wimberly Road	20 ft. Type B**

*There is an existing Duke Energy Electric Easement (Deed Book 5389, Page 112)(the “Jenks Duke Easement”) along the property’s Jenks Road frontage. The Jenks Road right of way dedication and road widening set forth in the Transportation Improvements section of this PUD may require relocation of the Jenks Duke Easement north onto the property as shown on the Preliminary Layout Plan (the “Relocation”). If the Relocation occurs, the portion of the buffer adjacent to the easement shall be reduced to a 15-foot Type B buffer and located outside of the relocated Jenks Duke Easement.

**This buffer may overlap with the existing Town of Apex Electric Easement (Deed Book 16203, Page 1465) and Duke Energy Electric Easement along Wimberly Road provided there is a 10-foot wide planting area as measured from the edge of the easement.

ARCHITECTURAL STANDARDS

Altera Heights offers the following architectural controls to ensure a consistency of character throughout the development, while allowing for enough variety to create interest and avoid monotony. Elevations included are conceptual examples. Final elevations must comply with these architectural standards but may vary from the conceptual elevations. Further details may be provided at the time of Site Plan submittal.

RESIDENTIAL DESIGN GUIDELINES

Multi-Family/Apartments/Condominiums:

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements, and trim are permitted.
2. Rear and side elevations of units that have right-of-way frontage shall have trim around the windows.
3. A minimum of three of the following features shall be used on each building:
 - a. Decorative shake
 - b. Board and batten
 - c. Decorative porch railing/posts
 - d. Shutters
 - e. Decorative/functional air vents on roof or foundation
 - f. Recessed windows
 - g. Decorative windows
 - h. Decorative brick/stone
 - i. Gables
 - j. Decorative cornices
 - k. Tin/metal roof
4. Garage doors must have windows, decorative details, or carriage-style adornments on them.
5. Windows that are not recessed must be trimmed.

PARKING AND LOADING

Multi-Family buildings shall provide the following minimum parking spaces per dwelling unit based on the number of bedrooms:

Bedrooms per unit	Minimum ratio
1 or 2	1.3 spaces per dwelling unit
3	1.8 spaces per dwelling unit

SIGNAGE

Signage shall comply with UDO Section 8.7.

NATURAL RESOURCES AND ENVIRONMENTAL DATA

RIVER BASINS AND WATERSHED PROTECTION OVERLAY DISTRICTS

The property is in the Primary Watershed Protection Overlay District as shown on the Town of Apex Watershed Protection Overlay Map 2019. This PUD will comply with all built upon area,

vegetated conveyances, structural SCMs and riparian stream buffer requirements of UDO Section 6.1.8.

Resource Conservation Areas (RCA)

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

The PUD will provide a minimum of 25% of the gross project area as Resource Conservation Area ("RCA"). Designated RCA areas will be consistent with the items listed in UDO Section 8.1.2(B). Preserved streams, wetlands, and associated riparian buffers provide the primary RCAs throughout the site. Additional RCA areas may include perimeter and street front buffers, stormwater management areas, and greenways.

Floodplain

The project site does not sit within a designated current or future 100-year floodplain as shown on the Town of Apex Watershed & FEMA Map dated April 2015. FIRM Panel 3720072200J dated May 2, 2006 does not include a floodplain within the property boundary.

Historic Structures

There are no known historic structures present on the Property.

Environmental Commitments Summary

As shown elsewhere in the PUD, the following environmental conditions shall apply to the Development:

- The project shall install at least one (1) sign per SCM discouraging the use of fertilizer and to reduce pet waste near SCM drainage areas. The sign shall be installed in locations that are publicly accessible, such as adjacent to, but outside of public property and/or public easement(s), amenity centers, sidewalks, greenways, or side paths.
- At least 70% of plants shall be native species. Landscaping will be coordinated with and approved by the Planning Director at site plan or subdivision review.
- The project shall install a sign adjacent to wooded or natural condition Resource Conservation Area that indicates the area is RCA and to be preserved in perpetuity and not disturbed.
- The project shall install at least two (2) pet waste stations in the project in locations that are publicly accessible, such as adjacent to amenity centers, SCMs, sidewalks, greenways, or side paths.
- 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.

- The project shall use full cutoff LED fixtures that have a maximum color temperature of 3,000K for all exterior lighting, including, but not limited to, parking lot and building mounted fixtures.

STORMWATER MANAGEMENT

The Development shall meet all stormwater management requirements for quality and quantity treatment in accordance with Section 6.1 of the UDO.

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

PARKS AND RECREATION

Altera Heights PUD #24CZ11 was reviewed at the 02/26/2025 PRCR Advisory Commission meeting. The Commission unanimously recommended a fee in lieu of dedication for a maximum of 300 Multi-Family units. The fee in lieu rate will be set at the time of Town Council action on the Rezoning and run for the life of the project. The total fee-in-lieu (based on the final unit count) will be calculated at Site Plan and Construction Document review and deposited prior to issuance of the first building permit for each building.

PUBLIC FACILITIES

The proposed PUD shall meet all Public Facilities requirements as set forth in UDO Section 2.3.4(F)(1)(f) and be designed to comply with the Town's Sewer and Water Master Plan and Standards and Specifications. Road and utility infrastructure shall be as follows:

TRANSPORTATION IMPROVEMENTS

The following conditions regarding transportation improvements (the "Road Improvements") apply and shall be phased consistent with the Traffic Impact Analysis that has been performed for this rezoning, which is on file with the Town of Apex. All proposed driveway access and improvements on state-maintained roadways are subject to both Apex and NCDOT review and approval. All proposed roadway infrastructure and right-of-way dedications will be consistent with the Town of Apex Comprehensive Transportation Plan.

1. **Wimberly Road Widening.** Developer shall widen Wimberly Road to accommodate turn lanes as required based on a minimum 35-foot back to back curb and gutter 2-lane section with a 10-foot Side Path in a 60-foot right-of-way. Developer shall dedicate up to 5 feet of additional right of way along the property's frontage where needed to accommodate required turn lanes.

2. **Wimberly Road/White Oak Pond Road/North Site Driveway Intersection.** Developer shall construct a full-movement stop-controlled two-lane driveway across from White Oak Pond Road.
3. **Wimberly Road/Retreat at Preserve at White Oak Driveway/South Site Driveway Intersection.** Developer shall construct:
 - a. a full-movement stop-controlled two-lane driveway across from the planned Alderwood commercial site driveway approximately 550 feet north of Jenks Road;
 - b. a northbound left turn lane on Wimberly Road with a minimum 50 feet of storage and appropriate deceleration length and taper; and
 - c. a southbound left turn lane on Wimberly Road with a minimum 25 feet of storage and appropriate deceleration length and taper.
4. **Jenks Road/Wimberly Road Intersection.**
 - a. Developer shall dedicate right-of-way in the northwestern quadrant of the intersection sufficient for the future construction of a metal pole traffic signal with signal cabinet and associated equipment.
 - b. Prior to recordation of the Final Plat for the last phase of the development, Developer shall pay a fee in lieu for 50% of the estimated costs to design, acquire easements for, and construct a metal pole span wire traffic signal with pedestrian accommodations. Prior to Final Plat approval for the last phase of the development, Developer shall provide a preliminary signal geometric plan and engineer's estimate to the Town for review and approval.
5. **Jenks Road Widening.** Developer shall dedicate right of way and widen the northern half of Jenks Road for the length of the property's Jenks Road frontage based on a minimum 84-foot back to back curb and gutter 4-lane divided section with a 10-foot Side Path in a 110-foot right-of-way (the "Jenks Road Widening").
6. **Right of Way/Easement Acquisition.** The Road Improvements are intended to be located in existing Jenks Road and Wimberly Road rights of way and in additional right of way to be dedicated along the subject property's road frontage. If any Road Improvements require offsite rights of way, easements, or other property interests, the developer shall be responsible for acquiring all offsite easements and right of way necessary to construct committed transportation improvements. In the event that developer is unable to acquire the aforementioned easements and right of way through good faith efforts, Developer shall request assistance from the Town of Apex. In the event that the Town is unwilling or unable to assist with the acquisitions, Developer shall update engineering plans accordingly and pay a fee in lieu based on the fair market value of the offsite easements and right of way and estimated construction cost of the improvements, based on an engineer's estimate, subject to Town review and approval. Payment of the fee in

lieu shall satisfy the requirement to construct the committed transportation improvements.

CROSS ACCESS

Adjacent to the west of the property is the Cary-Apex Water Treatment Plant (PIN 0722488535). Adjacent to the south of the property is an undeveloped tract owned by the Town of Apex to be used for utilities (PIN 0722671588). Due to the nature of adjacent uses, the project shall not be required to provide vehicular or pedestrian cross access to adjacent properties.

PEDESTRIAN AND BICYCLE IMPROVEMENTS

Per the Town of Apex Bicycle and Pedestrian System Plan Map and UDO requirements, the developer shall construct a 10-foot Side Path along the property's Jenks Road and Wimberly Road frontage.

WATER AND SANITARY SEWER

All lots within the Development will be served by Town of Apex water and sanitary sewer. The utility design will be finalized at the time of Site Plan approval and be based on available facilities adjacent to the site at that time. The design will meet the current Town of Apex Sewer and Water Master Plan and Standards and Specifications. A conceptual utility plan is included in the PUD Concept Plan for reference.

OTHER UTILITIES

Electricity will be provided by Apex Electric. Phone and cable will be provided by the Developer via third parties and shall meet Town of Apex standards as outlined in the UDO.

PHASING

The project may be completed in phases. Final locations of phases will be determined at the time of Site Plan review and approval.

CONSISTENCY WITH LAND USE PLAN

The Town of Apex 2045 Land Use Map (the "LUM") designates the property as Office/Commercial Services. However, non-residential uses are infeasible on the property. The office market has not recovered from COVID-19; in first quarter 2024, the direct vacancy rate for office space in Raleigh-Durham increased to 15.6% and the suburban vacancy rate increased to 16.2%.² Seven of the ten largest vacancies were in suburban submarkets, mostly concentrated in the RTP/I-40

² See Cushman & Wakefield Q1 2024 Raleigh Office Report. https://cw-gbl-gws-prod.azureedge.net/-/media/cw/marketbeat-pdfs/2024/q1/us-reports/office/raleigh-durham_americas_marketbeat_office_q12024.pdf?rev=e3d179927e8343c69bd3895c5d3d6fab

Corridor submarket which had the highest overall vacancy rate of 30.9%. Commercial uses on the site face challenges due to the lot configuration. Because of the configuration of the Town owned property to the south (PIN 0722671588), the property has minimal frontage on Jenks Road, the primary transportation corridor, and will only have driveway access to Wimberly Road. Additionally, non-residential development is drawn to US-64 where visibility is better and daily trips are higher.

Given those constraints, an attainable housing community is the highest and best use of the property. It will further Goal 1.2(d) of the Affordable Housing Incentive Zoning Policy and Procedures Manual (the "Affordable Policy"), to create "mixed-income communities, with affordable housing units integrated within residential and mixed-use market rate developments." According to the Affordable Housing Plan (the "Affordable Plan"), over the next decade, Apex is projected to add 1,900 jobs with incomes below \$75,000, which will further contribute to the Town's affordable housing need; jobs such as grocery cashiers, firefighters, and nurses.

COMPLIANCE WITH UDO

The development standards proposed for this PUD comply with those set forth in the Town's Unified Development Ordinance (UDO). This PUD shall be the primary governing document for the development of Altera Heights. All standards and regulations in this PUD shall control over general standards of the UDO. Provided, however, that if a specific regulation is not addressed in this PUD, UDO regulations shall control.

EXHIBIT A
Legal Description
The Property

BEGINNING ON THE SOUTHERN RIGHT OF WAY OF WIMBERLY ROAD (60' PUBLIC RIGHT OF WAY) AT AN EXISTING IRON PIPE ON THE NORTHEASTERN CORNER OF LOT 1 RECORDED IN BOOK OF MAPS 1994 PAGE 435 RECORDED IN THE WAKE COUNTY REGISTER OF DEEDS AND HAVING N.C. GRID COORDINATES OF N: 728,630.67, E: 2,026,294.61 NAD83/2011, THENCE FROM SAID POINT AND WITH THE SOUTHERN RIGHT OF WAY SOUTH 49° 11' 09" EAST FOR A DISTANCE OF 107.51 FEET TO AN IRON PIPE SET, THENCE SOUTH 40° 46' 30" EAST FOR A DISTANCE OF 106.86 FEET TO AN IRON PIPE SET, THENCE SOUTH 33° 47' 29" EAST FOR A DISTANCE OF 79.92 FEET TO AN IRON PIPE SET, THENCE SOUTH 28° 06' 25" EAST FOR A DISTANCE OF 94.74 FEET TO AN IRON PIPE SET, THENCE SOUTH 24° 00' 16" EAST FOR A DISTANCE OF 484.42 FEET TO AN IRON PIPE SET, THENCE SOUTH 25° 31' 04" EAST FOR A DISTANCE OF 82.88 FEET TO AN IRON PIPE SET, THENCE SOUTH 27° 41' 54" EAST FOR A DISTANCE OF 31.47 FEET TO AN IRON PIPE SET, THENCE SOUTH 23° 56' 01" WEST FOR A DISTANCE OF 47.61 FEET TO AN IRON PIPE SET ON THE NORTHERN RIGHT OF WAY OF JENKS ROAD (60' PUBLIC RIGHT OF WAY), THENCE ALONG THE NORTHERN RIGHT OF WAY SOUTH 75° 33' 56" WEST FOR A DISTANCE OF 115.59 FEET TO AN IRON PIPE, THENCE SOUTH 74° 18' 49" WEST A DISTANCE OF 68.97 FEET TO AN IRON PIPE WITH CAP, THENCE LEAVING THE NORTHERN RIGHT OF WAY OF JENKS ROAD (60' PUBLIC RIGHT OF WAY) NORTH 88° 58' 44" WEST FOR A DISTANCE OF 563.29 FEET TO AN ANGLE IRON, THENCE NORTH 88° 58' 44" WEST FOR A DISTANCE OF 47.06 FEET TO AN IRON PIPE, THENCE NORTH 01° 32' 21" EAST FOR A DISTANCE OF 424.08 FEET TO AN AXLE, THENCE NORTH 01° 32' 21" EAST FOR A DISTANCE OF 12.51 FEET TO AN IRON PIPE THENCE NORTH 01° 32' 21" EAST A DISTANCE OF 151.76 FEET TO AN IRON PIPE, THENCE NORTH 01° 32' 21" EAST FOR A DISTANCE OF 15.73 FEET TO AN IRON PIPE, THENCE NORTH 01° 32' 21" EAST A DISTANCE OF 84.35 FEET TO AN IRON PIPE, THENCE NORTH 01° 32' 18" EAST FOR A DISTANCE OF 411.13 FEET TO AN IRON PIPE SET ON THE SOUTHERN RIGHT OF WAY OF WIMBERLY ROAD (60' PUBLIC RIGHT OF WAY), THENCE WITH THE SOUTHERN RIGHT OF WAY SOUTH 61° 03' 43" EAST FOR A DISTANCE OF 170.57 FEET TO AN IRON PIPE SET, THENCE SOUTH 59° 15' 00" EAST FOR A DISTANCE OF 74.16 FEET TO AN IRON PIPE SET, THENCE SOUTH 56° 01' 14" EAST FOR A DISTANCE OF 93.72 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 13.55 ACRES, MORE OR LESS.

EXHIBIT B
Ownership Addendum

PIN 0722673959

Address: 8108 Jenks Road

Acreage: 9.64 acres

Owner: Terry Cichocki

Deed Book/Page: 16193/229

Owner Address: 8108 Jenks Road, Apex, NC 27523

PIN 0722682430

Address: 1508 Wimberly Road

Acreage: 2.08 acres

Owner: Danny Ottaway and Joan Ottaway

Deed Book/Page: 13368/821

Owner Address: 10401 Chapel Hill Road, Morrisville, NC 27560

PIN 0722681610

Address: 1440 Wimberly Road

Acreage: 1.83 acres

Owner: Terry Poole

Deed Book/Page: 12394/1101

Owner Address: 1440 Wimberly Road, Apex, NC 27523

G:\NCA\Projects\Wood Partners\13123-00 Jenks Road Multifamily\03 - DWG\Plan\Sheets\On-Site\Planned Development Plan\CD-0 - COVER.dwg Layout: CD-0 Plotted: 4/4/2025 9:28:04 AM

PLANNED DEVELOPMENT PLAN FOR PUD-CZ

ALTERA HEIGHTS

JENKS ROAD AND WIMBERLY ROAD
APEX, NORTH CAROLINA

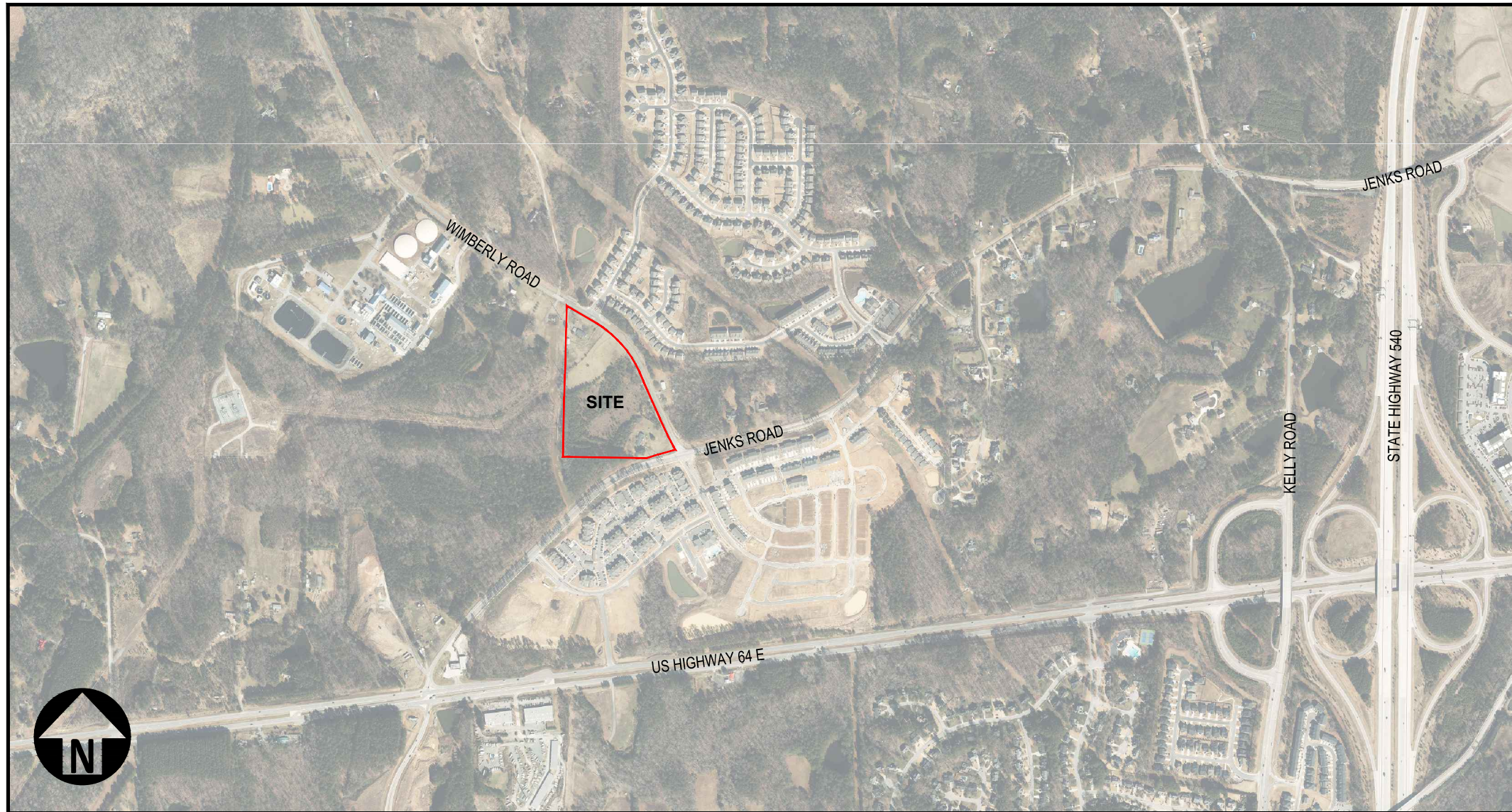
FIRST SUBMITTAL: JUNE 3RD, 2024
SECOND SUBMITTAL: AUGUST 2ND, 2024
THIRD SUBMITTAL: FEBRUARY 7TH, 2025
FOURTH SUBMITTAL: APRIL 4TH, 2025

SITE DATA TABLE		
DEVELOPER	WP EAST ACQUISITIONS, LLC. 1414 RALEIGH ROAD, SUITE 429 CHAPEL HILL, NC 27517	
PARCELS	0722681610, 0722682430, 0722673959	
SITE AREA	GROSS	13.55 ACRES
	R/W DEDICATION	0.13 ACRES
	NET	13.42 ACRES
EXISTING ZONING	RR (RURAL RESIDENTIAL)	
PROPOSED ZONING	PUD-CZ	
RIVER BASIN	CAPE FEAR	
WATERSHED OVERLAY	PRIMARY WATERSHED PROTECTION OVERLAY DISTRICT	
HISTORIC STRUCTURES	NONE	
MAX BUILT UPON AREA (IMPERVIOUS)	9.39 ACRES (70%)	
2045 LAND USE MAP (LUM) DESIGNATION	OFFICE EMPLOYMENT, COMMERCIAL	
AREA DESIGNATED AS MIXED-USE ON 2045 LUM	NONE	
AREA OF MIXED-USE PROPOSED AS NON-RESIDENTIAL	NONE	
PROPOSED USE	MULTI-FAMILY APARTMENTS	
MAXIMUM DENSITY	300 UNITS	
BUFFER CALL IDENTIFICATION NUMBER	APEX 23-008	
EXISTING SF OF BUILDINGS	4,158 SF	
PROPOSED BLDG HEIGHT	60 FEET (4 STORIES)	
REQUIRED PARKING SPACES	1-2 BEDROOMS	1.3 SPACES PER DWELLING
	3+ BEDROOMS	1.8 SPACES PER DWELLING
REQUIRED RESOURCE CONSERVATION AREA	25% (RCA AREA WILL MEET CRITERIA IN UDO SECTION 8.1.2.)	
SETBACKS	FRONT	10 FEET
	CORNER	10 FEET
	REAR	10 FEET
	BUILDING SEPARATION	30 FEET

OWNERS	
1.	PIN: 0722673959 TERRY CICHOCKI 8108 JENKS ROAD APEX, NC 27523-9423
2.	PIN: 0722682430 DANNY L. AND JOAN M. OTTAWAY 10401 CHAPEL HILL ROAD MORRISVILLE, NC 27560-8710
3.	PIN: 0722681610 TERRY D. POOLE 1440 WIMBERLY ROAD APEX, NC 27523-9660

SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
C0-0	COVER SHEET
C1-0	EXISTING CONDITIONS
C1-1	PRELIMINARY LAYOUT PLAN
C1-2	CONCEPTUAL BUILDING ELEVATIONS
C1-3	CONCEPTUAL BUILDING ELEVATIONS
C1-4	CONCEPTUAL BUILDING ELEVATIONS
C1-5	CONCEPTUAL BUILDING ELEVATIONS
C1-6	CONCEPTUAL BUILDING ELEVATIONS
C1-7	CONCEPTUAL BUILDING ELEVATIONS
C1-8	CONCEPTUAL BUILDING ELEVATIONS
C1-9	CONCEPTUAL BUILDING ELEVATIONS
C1-10	CONCEPTUAL BUILDING ELEVATIONS
C1-11	CONCEPTUAL BUILDING ELEVATIONS
C1-12	CONCEPTUAL BUILDING ELEVATIONS
C1-13	CONCEPTUAL BUILDING ELEVATIONS
C1-14	CONCEPTUAL BUILDING ELEVATIONS
C1-15	CONCEPTUAL BUILDING ELEVATIONS
C1-16	CONCEPTUAL BUILDING ELEVATIONS
C1-17	CONCEPTUAL BUILDING ELEVATIONS
C1-18	CONCEPTUAL BUILDING ELEVATIONS

REZONING CONDITIONS	
ARCHITECTURAL CONDITIONS: <ol style="list-style-type: none">VINYL SIDING IS NOT PERMITTED; HOWEVER, VINYL WINDOWS, DECORATIVE ELEMENTS, AND TRIM ARE PERMITTED.REAR AND SIDE ELEVATIONS OF UNITS THAT HAVE RIGHT-OF-WAY FRONTAGE SHALL HAVE TRIM AROUND THE WINDOWS.A MINIMUM OF THREE OF THE FOLLOWING FEATURES SHALL BE USED ON EACH BUILDING:<ol style="list-style-type: none">DECORATIVE SHAKEBOARD AND BATTENDECORATIVE PORCH RAILING/POSTSSHUTTERSDECORATIVE/FUNCTIONAL AIR VENTS ON ROOF OR FOUNDATIONRECESSED WINDOWSDECORATIVE WINDOWSDECORATIVE BRICK/STONEGABLESDECORATIVE CORNICESTIN/METAL ROOFGARAGE DOORS MUST HAVE WINDOWS, DECORATIVE DETAILS, OR CARRIAGE-STYLE ADORNMENTS ON THEM.WINDOWS THAT ARE NOT RECESSED MUST BE TRIMMED. <p>AS SHOWN ELSEWHERE IN THE PUD, THE FOLLOWING ENVIRONMENTAL CONDITIONS SHALL APPLY TO THE DEVELOPMENT:</p> <ol style="list-style-type: none">THE PROJECT SHALL INSTALL AT LEAST ONE (1) SIGN PER SCM DISCOURAGING THE USE OF FERTILIZER AND TO REDUCE PET WASTE NEAR SCM DRAINAGE AREAS. THE SIGN SHALL BE INSTALLED IN LOCATIONS THAT ARE PUBLICLY ACCESSIBLE, SUCH AS ADJACENT TO, BUT OUTSIDE OF PUBLIC PROPERTY AND/OR PUBLIC EASEMENT(S), AMENITY CENTERS, SIDEWALKS, GREENWAYS, OR SIDE PATHS.AT LEAST 70% OF PLANTS SHALL BE NATIVE SPECIES. LANDSCAPING WILL BE COORDINATED WITH AND APPROVED BY THE PLANNING DIRECTOR AT SITE PLAN OR SUBDIVISION REVIEW.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.THE PROJECT SHALL INSTALL A SIGN ADJACENT TO WOODED OR NATURAL CONDITION RESOURCE CONSERVATION AREA THAT INDICATES THE AREA IS RCA AND TO BE PRESERVED IN PERPETUITY AND NOT DISTURBED.THE PROJECT SHALL INSTALL AT LEAST TWO (2) PET WASTE STATIONS IN THE PROJECT IN LOCATIONS THAT ARE PUBLICLY ACCESSIBLE, SUCH AS ADJACENT TO AMENITY CENTERS, SCMS, SIDEWALKS, GREENWAYS, OR SIDE PATHS.THE PROJECT SHALL USE FULL CUTOFF LED FIXTURES THAT HAVE A MAXIMUM COLOR TEMPERATURE OF 3000K FOR ALL EXTERIOR LIGHTING, INCLUDING, BUT NOT LIMITED TO, PARKING LOT AND BUILDING MOUNTED FIXTURES.	



VICINITY MAP
SCALE: 1" = 1000'



5438 WADE PARK BLVD,
SUITE 420
RALEIGH NC 27607
WWW.BGEINC.COM
NC LICENSE #C-4397

©2025

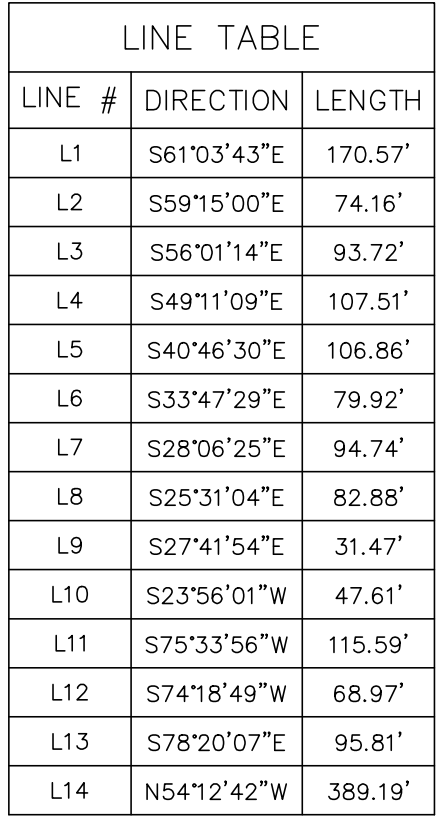
CONTACT:
RYAN FISHER
rfisher@bgeinc.com
(984) 212-8825

DEVELOPER:
WP EAST ACQUISITIONS, LLC.
1414 RALEIGH ROAD, SUITE 429
CHAPEL HILL, NC 27517
PHONE: (704) 332-8995



PUD-CZ DRAWINGS
FOR:
**ALTERA
HEIGHTS**
8108 JENKS ROAD
APEX, NC 27523-9423

FILE NUMBER:
13123-00

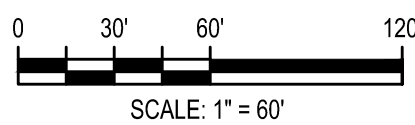
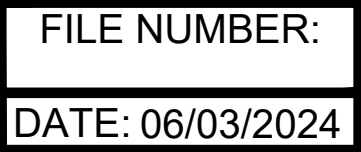


1. PIN: 0722692652
DB. 018946 PG. 02091
THE PRESERVE AT WHITE OAK CREEK HOMEOWNERS ASSOCIATION
15501 WESTON PARKWAY, SUITE 100
CARY, NC 27513-4636
2. PIN: 0722689944
DB. 017584 PG. 02495
THE PRESERVE AT WHITE OAK CREEK HOMEOWNERS ASSOCIATION
15501 WESTON PARKWAY, SUITE 100
CARY, NC 27513-4636
3. PIN: 0722687241
D.B. 019165 PG. 02160
COLUMBIA INVESTMENTS LLC.
P.O. BOX 1897
APEX, NC 27502-1100
4. PIN: 0722689065
D.B. 019165 PG. 02155
COLUMBIA INVESTMENTS LLC.
P.O. BOX 1897
APEX, NC 27502-1100
5. PIN: 0722671588
D.B. 017267 PG. 01687
TOWN OF APEX
P.O. BOX 250
APEX, NC 27502-0250
6. PIN: 0722564748
D.B. 019499 PG. 02788
CRP/B JENKS ROAD APEX OWNER LLC
1001 PENNSYLVANIA AVE NW SUITE 220
WASHINGTON, DC 20004-2525
7. PIN: 0722486535
D.B. 004049 PG. 00746
TOWN OF APEX / TOWN OF CARY
P.O. BOX 8005
CARY, NC 27512-4005

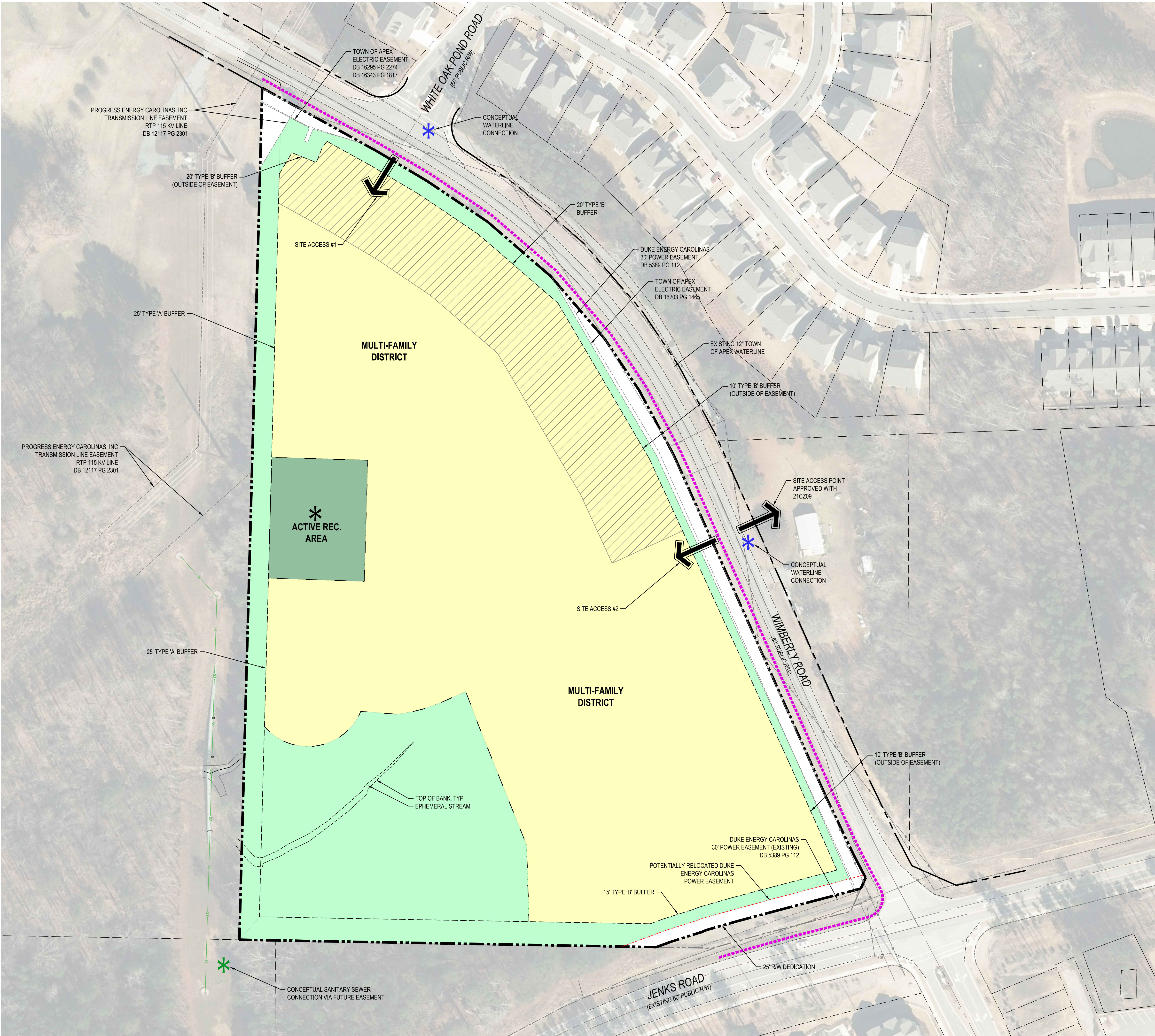
BGE
5438 WADE PARK BLVD, SUITE 420
RALEIGH NC 27607
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NC LICENSE #C-4397 ©2025

ALTERA HEIGHTS
APEX, NORTH CAROLINA 27523-9423

EXISTING CONDITIONS



1. BOUNDARY FROM SURVEY BY BGE INC. COMPLETED ON 5/23/2024.
2. TOPOGRAPHY FROM SURVEY BY BGE INC. COMPLETED ON 5/23/2024.
3. WETLANDS AND ENVIRONMENTAL FEATURES DELINEATED BY WITHERSRAVENEL ON 3/14/2024. STREAM BUFFER DETERMINATION BY THE TOWN OF APEX WAS COMPLETED ON 5/9/2024 AND SURVEYED BY BGE, INC. ON 5/23/2024.
4. THIS PROJECT IS NOT IN ANY SPECIAL FLOOD HAZARD AREAS OR FUTURE CONDITIONS FLOOD HAZARD AREAS AS SHOWN ON FIRM PLAN 3720072200, DATED 7/19/2022.
5. TREE SURVEY PROVIDED BY COMPLETED BY BGE, INC. ON 5/23/2024.



LEGEND			
	PROPERTY LINE		
	MULTIFAMILY CONCEPTUAL DEVELOPMENT BLOCK		
	BUILDINGS LOCATED IN THIS AREA SHALL BE LIMITED TO 3 FLOORS (50 FT)		
	RESOURCE CONSERVATION AREA		
	ACTIVE RECREATION AREA		
	CONCEPTUAL SITE ACCESS		
	CONCEPTUAL 10' SIDEPATH		
	CONCEPTUAL WATERLINE CONNECTION		
	CONCEPTUAL SANITARY SEWER CONNECTION		

PRELIMINARY LAYOUT NOTES	
GENERAL NOTES:	
1. ALL ZONING PLAN SHEETS ARE INTENDED FOR ILLUSTRATIVE PURPOSES ONLY. FINAL DESIGN COMPONENTS SHALL BE DETERMINED DURING THE MINOR SITE PLAN APPROVAL PROCESS.	
2. REFER TO THE PUD TEXT DOCUMENTS FOR ALLOWABLE USES, ZONING CONDITIONS AND OTHER DESIGN STANDARDS.	
3. ALL VEHICULAR ACCESS LOCATIONS AND PEDESTRIAN CIRCULATION ARE CONCEPTUAL AND SHALL BE FINALIZED DURING THE MINOR SITE PLAN APPROVAL PROCESS.	
4. TREE PROTECTION FENCING SHALL BE PLACED IN ACCORDANCE WITH THE TOWN OF APEX'S UNIFIED DEVELOPMENT ORDINANCE.	
5. EXACT LOCATION OF OPEN SPACE AND RESOURCE CONSERVATION AREA TO BE FINALIZED DURING THE MINOR SITE PLAN APPROVAL PROCESS.	
6. NO SIGNS ARE APPROVED AS PART OF THE PUD-CZ APPROVAL PROCESS. A SEPARATE SIGN PERMIT MUST BE OBTAINED IN ACCORDANCE WITH THE TOWN OF APEX'S UNIFIED DEVELOPMENT ORDINANCE.	
7. SITE ELEMENTS REQUIRED TO SATISFY RECREATIONAL REQUIREMENTS 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.	
8. SITE ITEMS SUCH AS BUT NOT LIMITED TO, LIGHTING, LANDSCAPING, SCREENING, SITE STABILIZATION (SEEDING), PARKING, AND PAVEMENT MARKING, MUST BE COMPLETED PRIOR TO SCHEDULING A FINAL SITE INSPECTION.	
UTILITY NOTES:	
1. THIS PROJECT IS REQUESTING FULL TOWN SERVICES, INCLUDING BUT NOT LIMITED TO, WATER, SEWER AND ELECTRICITY.	
2. THE SITE WILL NOT UTILIZE PRIVATE SEWAGE DISPOSAL SYSTEMS.	
3. ALL UTILITY EASEMENTS SHALL BE PROVIDED AS NECESSARY. EXACT LOCATION SHALL BE DETERMINED AT THE TIME OF CONSTRUCTION DRAWINGS.	
4. ALL CONSTRUCTION SHALL COMPLY WITH THE TOWN OF APEX STANDARDS AND SPECIFICATIONS.	
5. ALL WATER AND SEWER MAINS WITHIN PUBLIC EASEMENTS SHALL BE OWNED, OPERATED, AND MAINTAINED BY THE TOWN OF APEX.	



RESPONSE TO COMMENTS		04/04/2025	△
RESPONSE TO COMMENTS		02/07/2025	△
RESPONSE TO COMMENTS		08/02/2024	△
DESCRIPTION	DATE	REV	
DESIGNED BY:		CM	
DRAWN BY:		CM	
REVIEWED BY:		RF	
5438 WADE PARK BLVD, SUITE 420 RALEIGH NC 27607 WWW.BCEINC.COM NC LICENSE #C-4397			
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ALTERA HEIGHTS APEX, NORTH CAROLINA 27523-9423			
PRELIMINARY LAYOUT PLAN			
FILE NUMBER:			
DATE: 06/03/2024			
C1-1			

G:\NCA\Projects\Wood Partners\13123-00 Jenks Road Multifamily\03 - DWG\PlanSheets\On-Site\Planned Development Plan\C1-2 - CONCEPTUAL BLDG ELEV.dwg Layout: C1-2 Plotted: 4/4/2025 9:30:33 AM



AMENITY BUILDING FRONT AND REAR ELEVATION

NOT TO SCALE

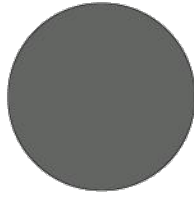
NOTE: FRONT AND REAR ELEVATIONS
OF AMENITY BUILDING ARE IDENTICAL

Color selections are representative examples. Final colors selected
may differ but will be materially consistent with options shown here.

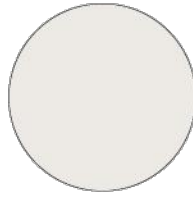
SCHEME 1



SW 6166:
Connected Gray

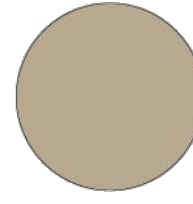


SW 7068:
Grizzle Gray



SW 7004:
Snowbound

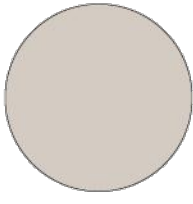
SCHEME 2



SW 6150:
Universal Khaki

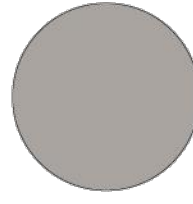


SW 7625:
Mount Etna



SW 6071:
Popular Gray

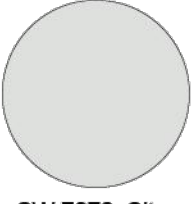
SCHEME 3



SW 7672:
Knitting Needles



SW 7602:
Indigo Batik



SW 7070: Site
White



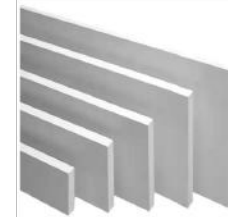
BOARD & BATTEN
VENEER



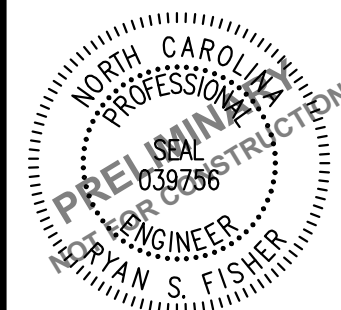
HORIZONTAL
SIDING VENEER



ROOF SHINGLES



FIBER CEMENT
PANEL & TRIM



FILE NUMBER:

DATE: 06/03/2024

C1-2

WP EAST
ACQUISITIONS, LLC.
1414 RALEIGH ROAD, SUITE 429
CHAPEL HILL, NC 27517

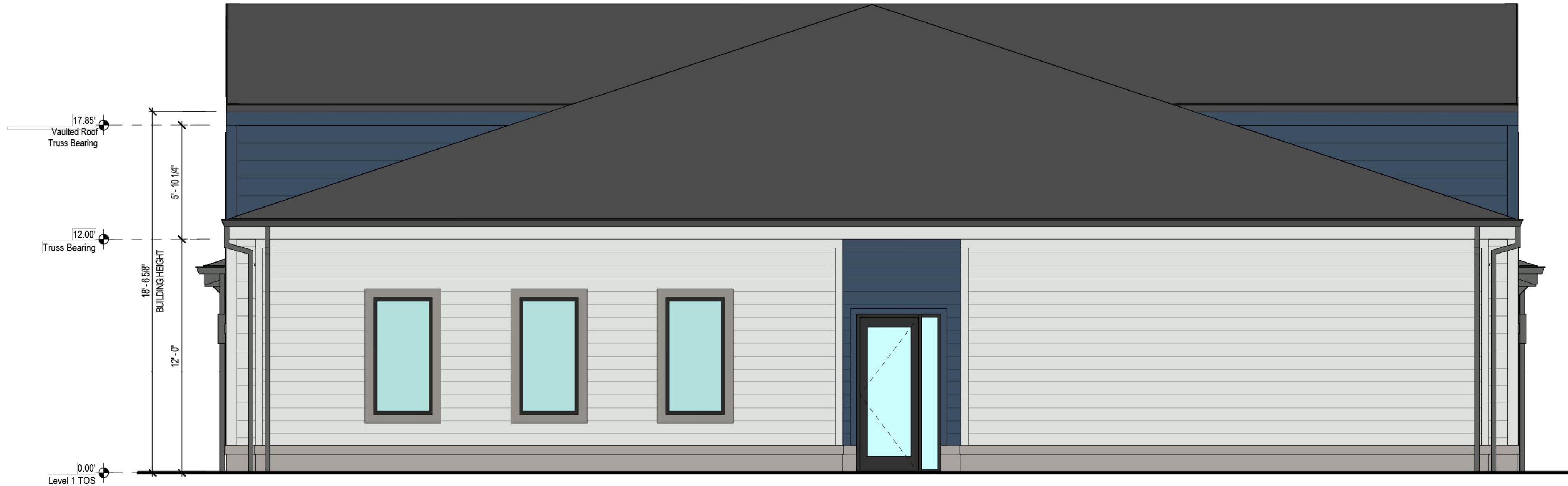
ALTERA HEIGHTS
APEX, NORTH CAROLINA 27523-9423

CONCEPTUAL BUILDING
ELEVATIONS

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DESIGNED BY:	△	△	
DRAWN BY:	△	△	
REVIEWED BY:	△	△	
			04/04/2025
			RESPONSE TO COMMENTS
			02/07/2025
			RESPONSE TO COMMENTS
			08/02/2024
			RESPONSE TO COMMENTS
	REV	DATE	DESCRIPTION

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AMENITY BUILDING WEST ELEVATION

NOT TO SCALE



AMENITY BUILDING EAST ELEVATION

NOT TO SCALE

Color selections are representative examples. Final colors selected may differ but will be materially consistent with options shown here.

SCHEME 1				SCHEME 2				SCHEME 3								
	SW 6165: Connected Gray	SW 7068: Grizzle Gray	SW 7004: Snowbound		SW 6150: Universal Khaki	SW 7625: Mount Etna	SW 6071: Popular Gray		SW 7672: Knitting Needles	SW 7602: Indigo Batik	SW 7070: Site White	BOARD & BATTEN VENEER	HORIZONTAL SIDING VENEER	ROOF SHINGLES	FIBER CEMENT PANEL & TRIM	



FILE NUMBER:

DATE: 06/03/2024

C1-3

WP EAST
ACQUISITIONS, LLC.
1414 RALEIGH ROAD, SUITE 429
CHAPEL HILL, NC 27517

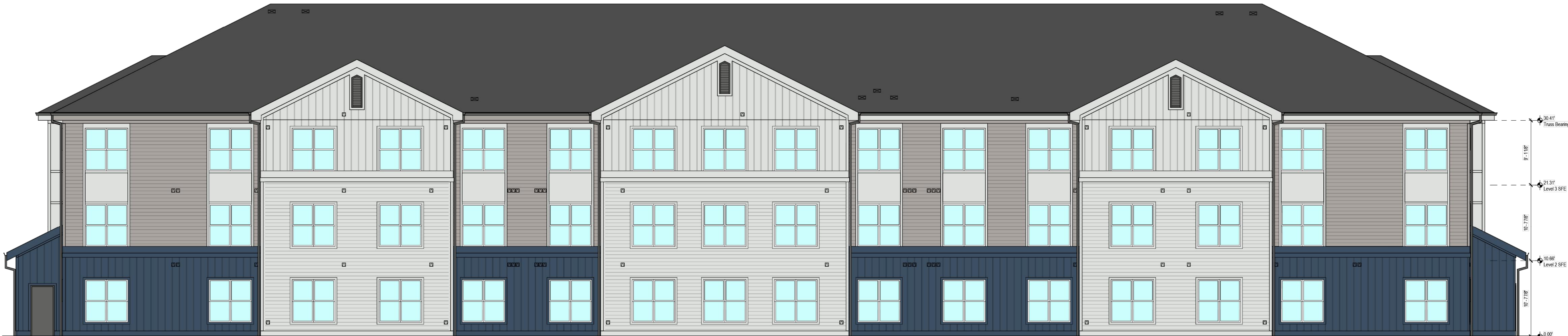
ALTERA HEIGHTS
APEX, NORTH CAROLINA 27523-9423

CONCEPTUAL BUILDING
ELEVATIONS

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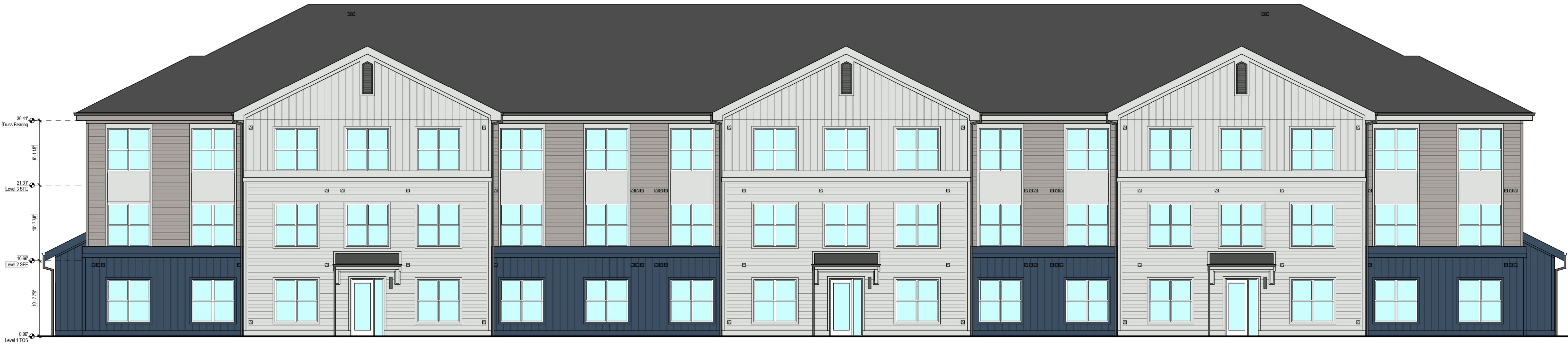
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DRAWN BY:	CM	△ ₄			
REVIEWED BY:	RF	△ ₃	04/04/2025	RESPONSE TO COMMENTS	
		△ ₂	02/07/2025	RESPONSE TO COMMENTS	
		△ ₁	08/02/2024	RESPONSE TO COMMENTS	
		REV	DATE	DESCRIPTION	

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RESIDENTIAL BUILDING TYPE B1 REAR ELEVATION - OPTION 2

NOT TO SCALE



RESIDENTIAL BUILDING TYPE B1 FRONT ELEVATION - OPTION 2

NOT TO SCALE

Color selections are representative examples. Final colors selected may differ but will be materially consistent with options shown here.

SCHEME 1

SW 6165: Connected Gray

SW 7068: Grizzle Gray

SW 7004: Snowbound

SCHEME 2

SW 6150: Universal Khaki

SW 7625: Mount Etna

SW 6071: Popular Gray

SCHEME 3

SW 7672: Knitting Needles

SW 7602: Indigo Batik

SW 7070: Site White

BOARD & BATTEN VENEER

HORIZONTAL SIDING VENEER

ROOF SHINGLES

FIBER CEMENT PANEL & TRIM

AXIOM ARCHITECTURE INTERIOR DESIGN

WOOD PARTNERS

		04/04/2025	RESPONSE TO COMMENTS	
		02/07/2025	RESPONSE TO COMMENTS	
		08/02/2024	RESPONSE TO COMMENTS	
		DATE	DESCRIPTION	
		REV		
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DRAWN BY:		CM		
REVIEWED BY:		RF		
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WP EAST ACQUISITIONS, LLC. 1414 RALEIGH ROAD, SUITE 429 CHAPEL HILL, NC 27517				
ALTERA HEIGHTS APEX, NORTH CAROLINA 27523-9423				
CONCEPTUAL BUILDING ELEVATIONS				
<div><div>NORTH CAROLINA PROFESSIONAL ARCHITECT PRELIMINARY 03/2026 ENGINEER ADRIAN S. FISHER</div></div>				
FILE NUMBER:				
DATE: 06/03/2024				
C1-4				



RESIDENTIAL BUILDING TYPE B1 EAST ELEVATION - OPTION 2

scale: $3/16" = 1'-0"$

NOT TO SCALE

NOT TO SCALE



RESIDENTIAL BUILDING TYPE B1 WEST ELEVATION - OPTION 2

scale: $3/16" = 1'-0"$

NOT TO SCALE

NOT TO SCALE

Color selections are representative examples. Final colors selected may differ but will be materially consistent with options shown here.

SCHEME 1

SW 6165: Connected Gray

SW 7068: Grizzle Gray

SW 7004: Snowbound

SCHEME 2

SW 6150: Universal Khaki

SW 7625: Mount Etna

SW 6071: Popular Gray

SCHEME 3

SW 7672: Knitting Needles

SW 7602: Indigo Batik

SW 7070: Site White

BOARD & BATTEN VENEER

HORIZONTAL SIDING VENEER

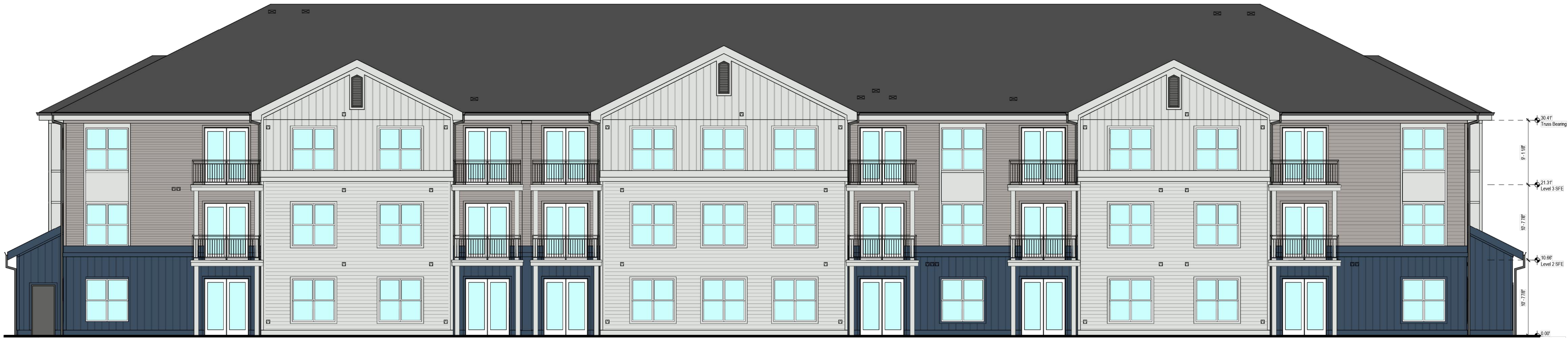
ROOF SHINGLES

FIBER CEMENT PANEL & TRIM

WINDOW UNIT

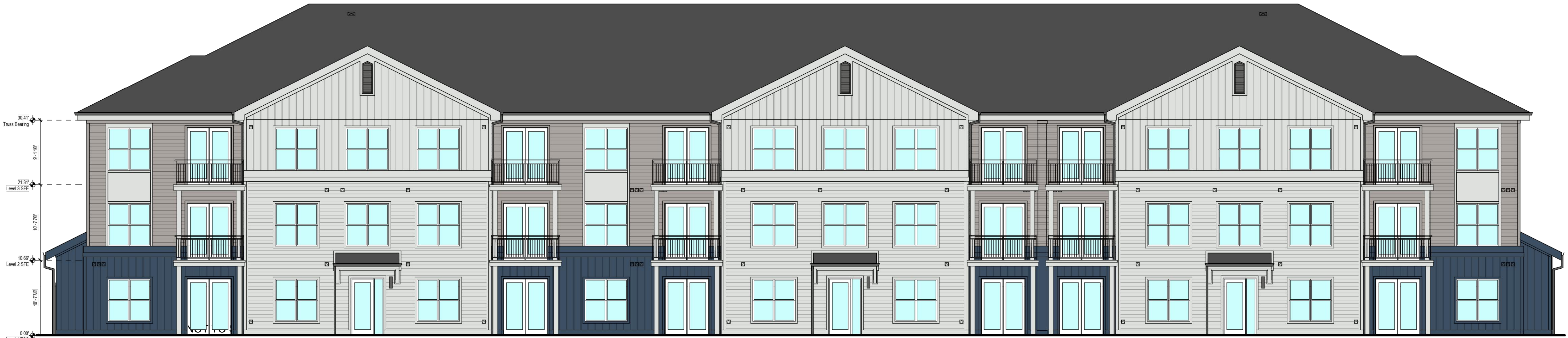
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	DATE: 06/03/2024						
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	REVIEWED BY:		RF		08/02/2024		RESPONSE TO COMMENTS
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RESIDENTIAL BUILDING TYPE B1 W/ BALCONIES REAR ELEVATION - OPTION 2

NOT TO SCALE



RESIDENTIAL BUILDING TYPE B1 W/ BALCONIES FRONT ELEVATION - OPTION 2

NOT TO SCALE

Color selections are representative examples. Final colors selected may differ but will be materially consistent with options shown here.

SCHEME 1

SW 6165: Connected Gray

SW 7068: Grizzle Gray

SW 7004: Snowbound

SCHEME 2

SW 6150: Universal Khaki

SW 7625: Mount Etna

SW 6071: Popular Gray

SCHEME 3

SW 7672: Knitting Needles

SW 7602: Indigo Batik

SW 7070: Site White

BOARD & BATTEN VENEER

HORIZONTAL SIDING VENEER

ROOF SHINGLES

FIBER CEMENT PANEL & TRIM



FILE NUMBER:

DATE: 06/03/2024

C1-6

WP EAST ACQUISITIONS, LLC.
1414 RALEIGH ROAD, SUITE 429
CHAPEL HILL, NC 27517

ALTERA HEIGHTS
APEX, NORTH CAROLINA 27523-9423

CONCEPTUAL BUILDING ELEVATIONS

PRELIMINARY
ARCHITECTURAL
DRAWING
FOR CONSTRUCTION

ARCHITECT
NATHAN S. FISHER

FILE NUMBER:
DATE: 06/03/2024
C1-6

DESIGNED BY: CM

DRAWN BY: CM

REVIEWED BY: RF

04/04/2025 RESPONSE TO COMMENTS

02/07/2025 RESPONSE TO COMMENTS

08/02/2024 RESPONSE TO COMMENTS

REV

DATE

DESCRIPTION

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RESIDENTIAL BUILDING TYPE B1 W/ BALCONIES EAST ELEVATION - OPTION 2

NOT TO SCALE

**RESIDENTIAL BUILDING TYPE B1 W/ BALCONIES WEST ELEVATION - OPTION 2**

NOT TO SCALE

Color selections are representative examples. Final colors selected may differ but will be materially consistent with options shown here.

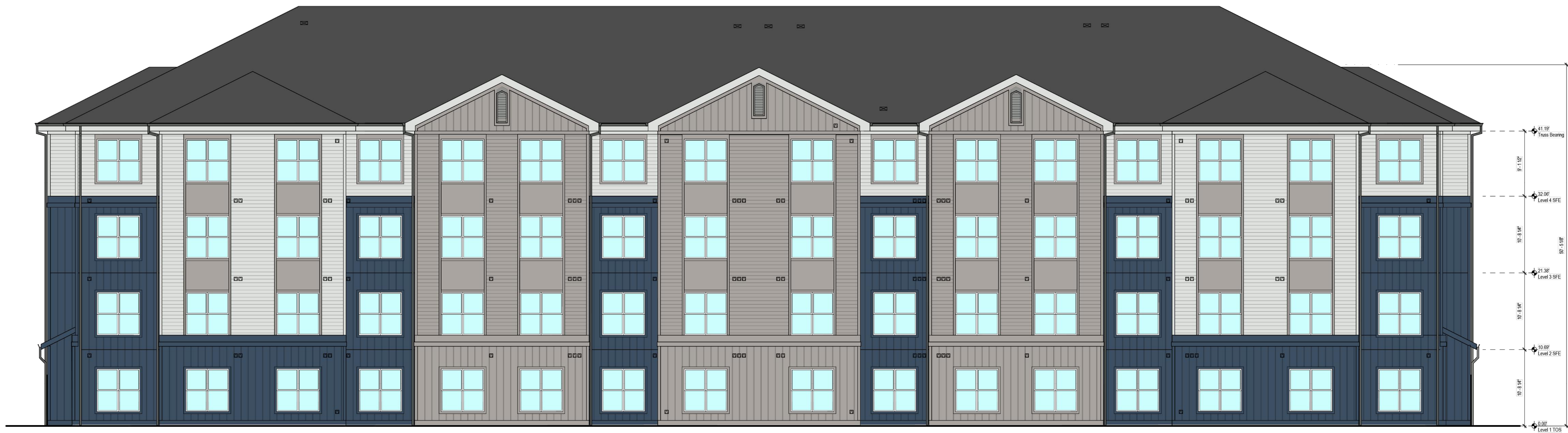
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RESIDENTIAL BUILDING REAR ELEVATION - OPTION 1

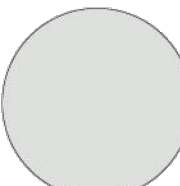
NOT TO SCALE



RESIDENTIAL BUILDING FRONT ELEVATION - OPTION 1

NOT TO SCALE

Color selections are representative examples. Final colors selected may differ but will be materially consistent with options shown here.

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	SW 6165: Connected Gray	SW 7068: Grizzle Gray	SW 7004: Snowbound		SW 6150: Universal Khaki	SW 7625: Mount Etna	SW 6071: Popular Gray		SW 7672: Knitting Needles	SW 7602: Indigo Batik	SW 7070: Site White

				
BOARD & BATTEN VENEER	HORIZONTAL SIDING VENEER	ROOF SHINGLES	FIBER CEMENT PANEL & TRIM	



REV	DATE	DESCRIPTION
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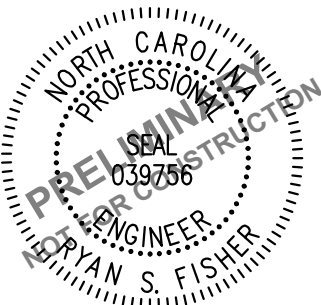
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CHAPEL HILL, NC 27517

ALTERA HEIGHTS
APEX, NORTH CAROLINA 27623-9423

CONCEPTUAL BUILDING ELEVATIONS

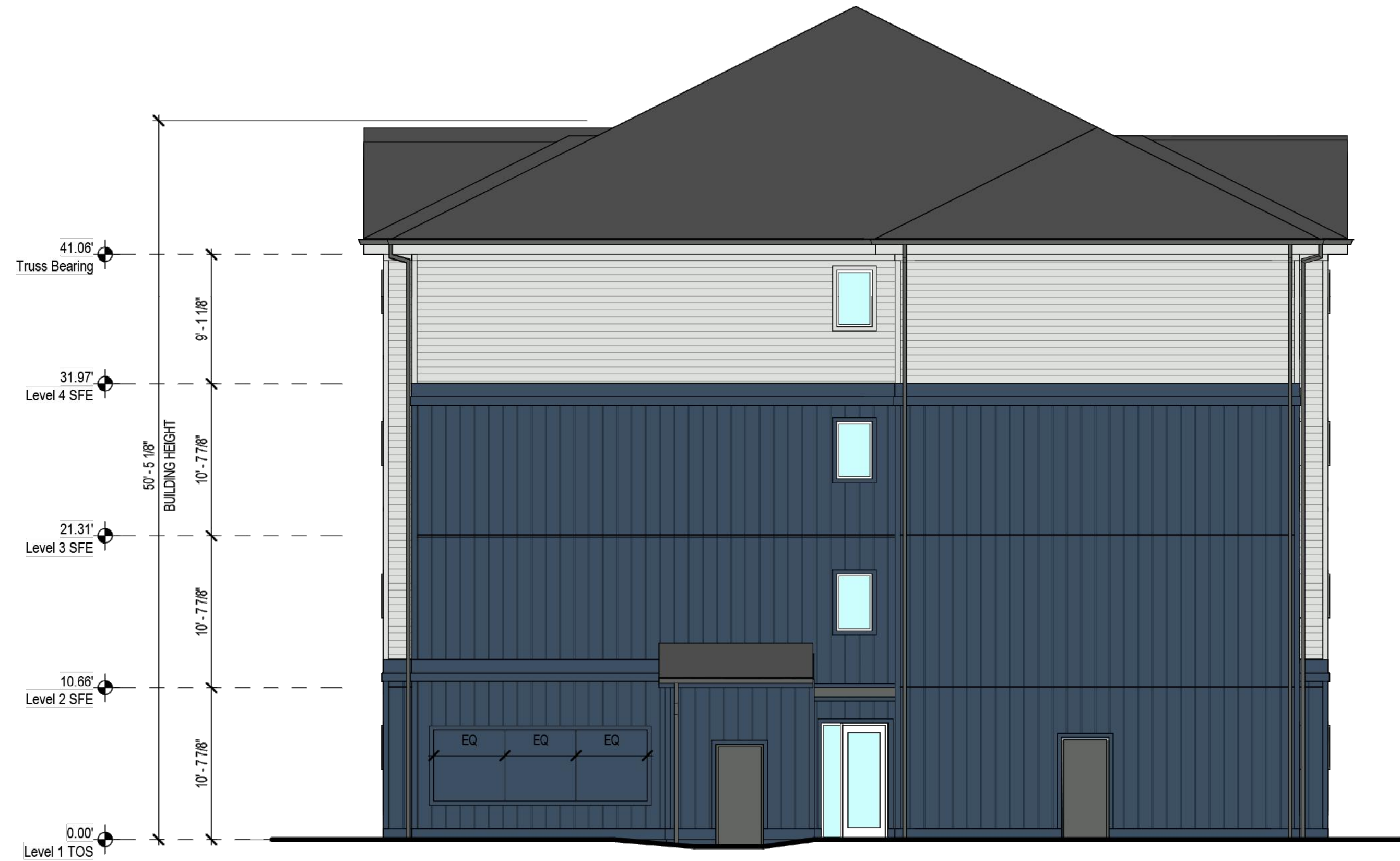


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DATE: 06/03/2024

C1-8

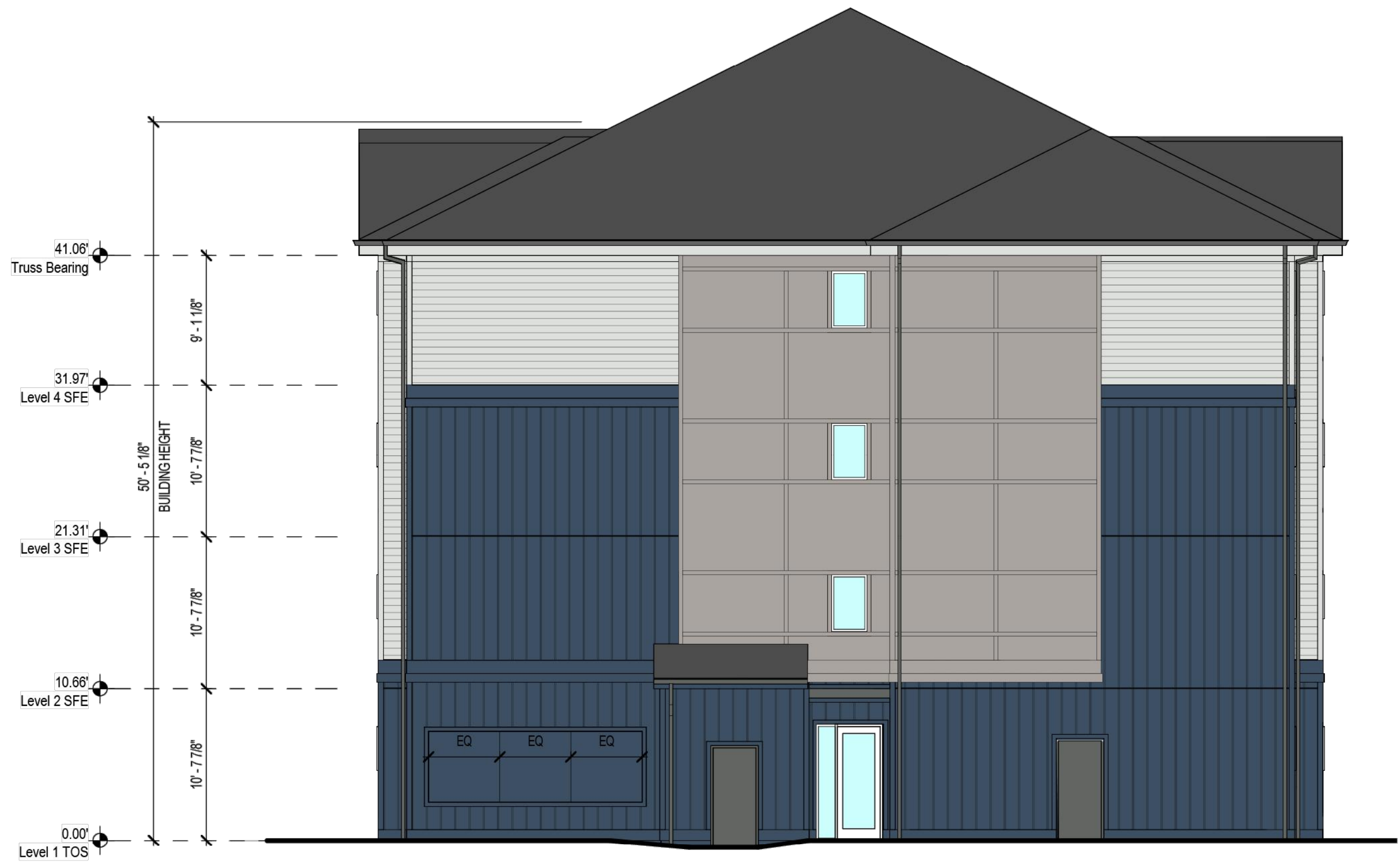
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RESIDENTIAL BUILDING EAST ELEVATION - OPTION 1
NOT TO SCALE



RESIDENTIAL BUILDING WEST ELEVATION - OPTION 1
NOT TO SCALE



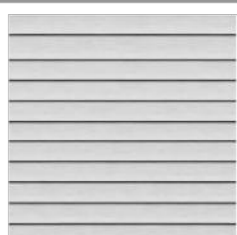
RESIDENTIAL BUILDING EAST ELEVATION - OPTION 2
NOT TO SCALE



RESIDENTIAL BUILDING WEST ELEVATION - OPTION 2
NOT TO SCALE

Color selections are representative examples. Final colors selected may differ but will be materially consistent with options shown here.

SCHEME 1				SCHEME 2				SCHEME 3			
	SW 6165: Connected Gray	SW 7068: Grizzle Gray	SW 7004: Snowbound		SW 6150: Universal Khaki	SW 7625: Mount Etna	SW 6071: Popular Gray		SW 7672: Knitting Needles	SW 7602: Indigo Batik	SW 7070: Site White

				
BOARD & BATTEN VENEER	HORIZONTAL SIDING VENEER	ROOF SHINGLES	FIBER CEMENT PANEL & TRIM	



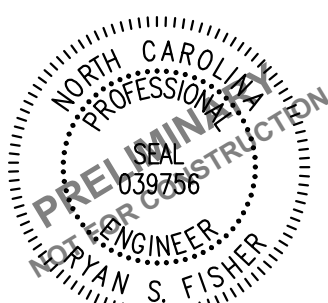
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04/04/2025	02/07/2025	08/02/2024	DATE
△	△	△	REV
DESIGNED BY: CM		DRAWN BY: CM	
REVIEWED BY: RF			

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CHAPEL HILL, NC 27517

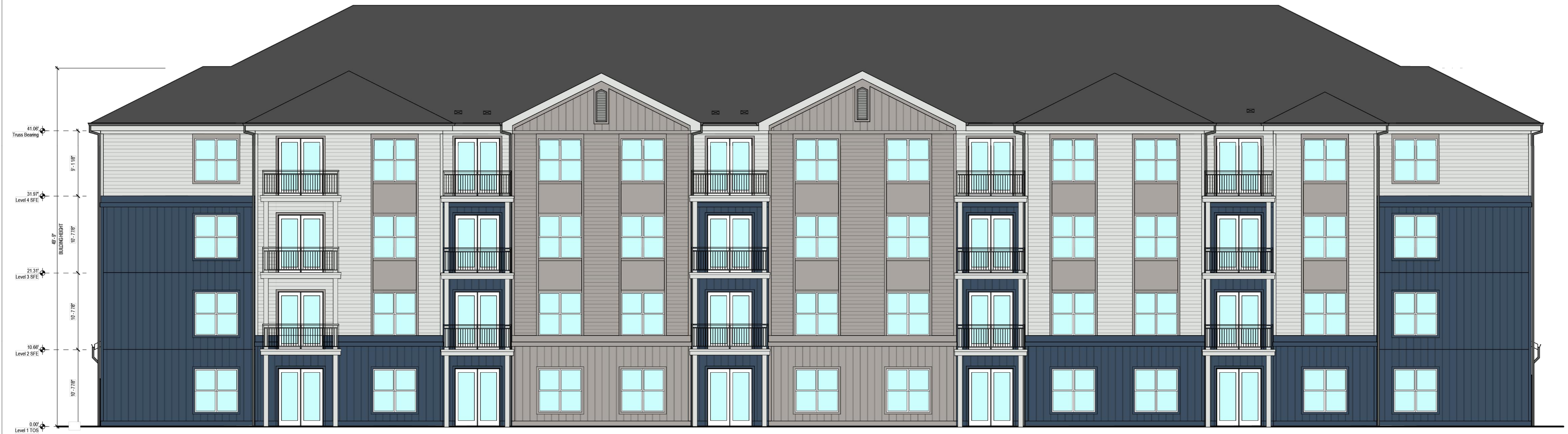
ALTERA HEIGHTS
APEX, NORTH CAROLINA 27523-9423

**CONCEPTUAL BUILDING
ELEVATIONS**



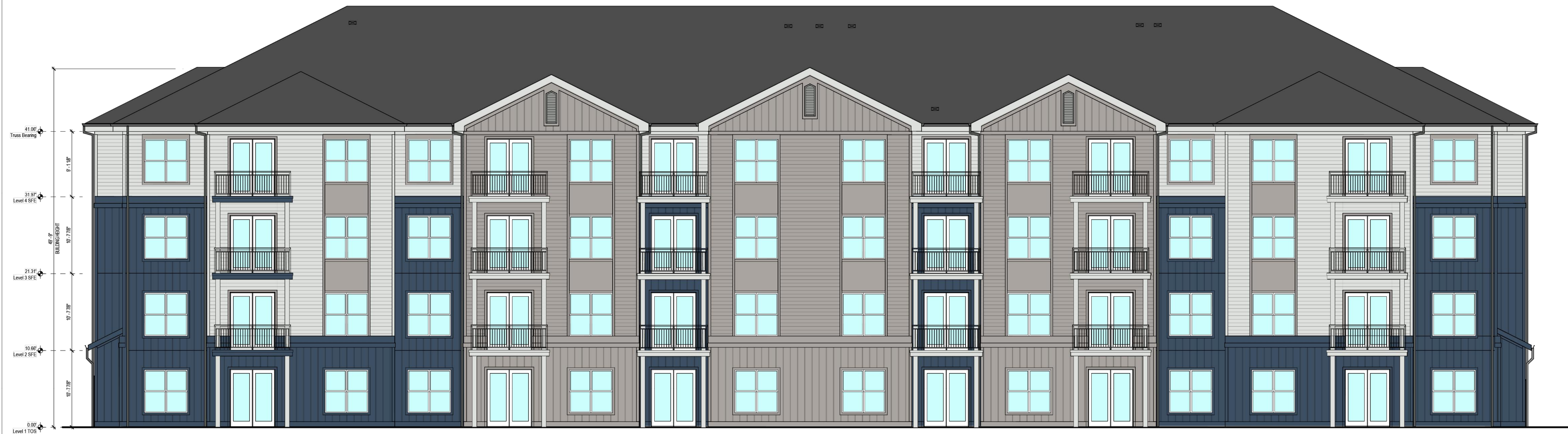
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DATE: 06/03/2024
C1-9

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RESIDENTIAL BUILDING REAR ELEVATION - OPTION 2

NOT TO SCALE



RESIDENTIAL BUILDING FRONT ELEVATION - OPTION 2

NOT TO SCALE

Color selections are representative examples. Final colors selected may differ but will be materially consistent with options shown here.

SCHEME 1				SCHEME 2				SCHEME 3			
	SW 6185: Connected Gray	SW 7068: Grizzle Gray	SW 7004: Snowbound		SW 6150: Universal Khaki	SW 7625: Mount Etna	SW 6071: Popular Gray		SW 7672: Knitting Needles	SW 7602: Indigo Batik	SW 7070: Site White

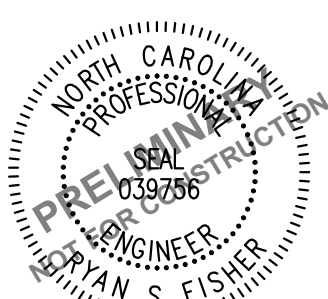
BOARD & BATTEN VENEER	HORIZONTAL SIDING VENEER	ROOF SHINGLES	FIBER CEMENT PANEL & TRIM	



WP EAST
ACQUISITIONS, LLC.
1414 RALEIGH ROAD, SUITE 429
CHAPEL HILL, NC 27517

ALTERA HEIGHTS
APEX, NORTH CAROLINA 27023-9423

CONCEPTUAL BUILDING
ELEVATIONS



FILE NUMBER:

DATE: 06/03/2024

C1-10

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	△		
	△	04/04/2025	RESPONSE TO COMMENTS
	△	02/07/2025	RESPONSE TO COMMENTS
CM	△	08/02/2024	RESPONSE TO COMMENTS
	REV	DATE	DESCRIPTION

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RESIDENTIAL BUILDING EAST ELEVATION - OPTION 3

NOT TO SCALE

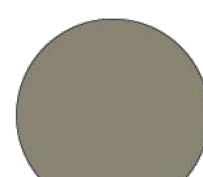


RESIDENTIAL BUILDING WEST ELEVATION - OPTION 3

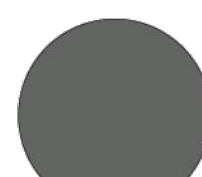
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Color selections are representative examples. Final colors selected may differ but will be materially consistent with options shown here.

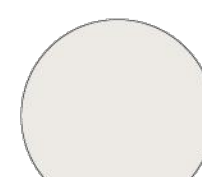
SCHEME 1



SW 6185:
Connected Gray

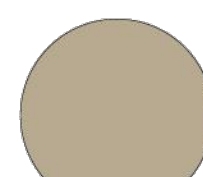


SW 7068:
Grizzle Gray



SW 7004:
Snowbound

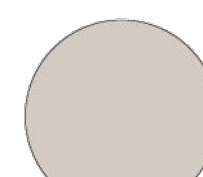
SCHEME 2



SW 6150:
Universal Khaki

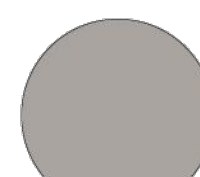


SW 7625:
Mount Etna



SW 6071:
Popular Gray

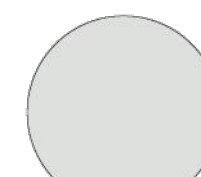
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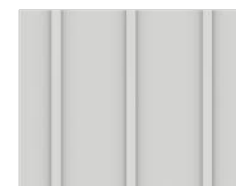
SW 7672:
Knitting Needles



SW 7802:
Indigo Batik



SW 7070: Site
White



BOARD & BATTEN
VENEER



HORIZONTAL
SIDING VENEER



ROOF SHINGLES



FIBER CEMENT
PANEL & TRIM



AXIOM
ARCHITECTURE
INTERIOR DESIGN

WOOD
PARTNERS

FILE NUMBER:

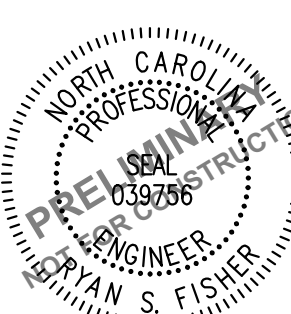
DATE: 06/03/2024

C1-11

WP EAST
ACQUISITIONS, LLC.
1414 RALEIGH ROAD, SUITE 429
CHAPEL HILL, NC 27517

ALTERA HEIGHTS
APEX, NORTH CAROLINA 27623-9423

CONCEPTUAL BUILDING
ELEVATIONS



	04/04/2025	RESPONSE TO COMMENTS
	02/07/2025	RESPONSE TO COMMENTS
	08/02/2024	RESPONSE TO COMMENTS
		RESPONSE TO COMMENTS

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RALEIGH NC 27607
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NC LICENSE #C-4397

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RESIDENTIAL BUILDING TYPE D2 EAST ELEVATION

NOT TO SCALE



RESIDENTIAL BUILDING TYPE D2 WEST ELEVATION

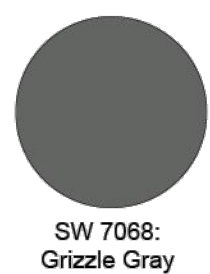
NOT TO SCALE

Color selections are representative examples. Final colors selected may differ but will be materially consistent with options shown here.

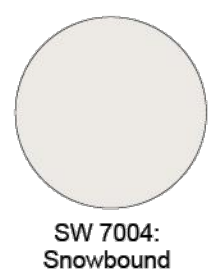
SCHEME 1



SW 6166:
Connected Gray

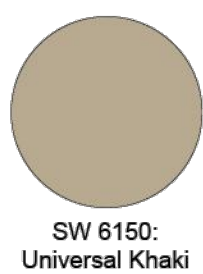


SW 7068:
Grizzle Gray



SW 7004:
Snowbound

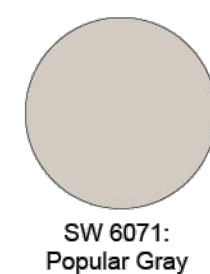
SCHEME 2



SW 6150:
Universal Khaki



SW 7625:
Mount Etma



SW 6071:
Popular Gray

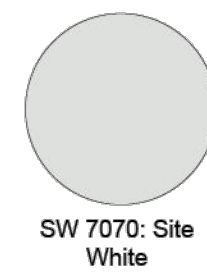
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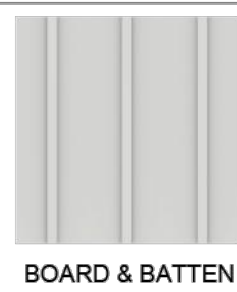
SW 7672:
Knitting Needles



SW 7602:
Indigo Batik



SW 7070: Site
White



BOARD & BATTEN
VENEER



HORIZONTAL
SIDING VENEER



ROOF SHINGLES



FIBER CEMENT
PANEL & TRIM



FILE NUMBER:

DATE: 06/03/2024

C1-13

WP EAST
ACQUISITIONS, LLC.
1414 RALEIGH ROAD, SUITE 429
CHAPEL HILL, NC 27517

ALTERA HEIGHTS
APEX, NORTH CAROLINA 27523-9423

CONCEPTUAL BUILDING
ELEVATIONS



DESIGNED BY: CM
DRAWN BY: CM
REVIEWED BY: RF

REVISIONS

REV	DATE	DESCRIPTION
1	08/02/2024	RESPONSE TO COMMENTS
2	02/07/2025	RESPONSE TO COMMENTS
3	04/04/2025	RESPONSE TO COMMENTS

G:\NCA\Projects\Wood Partners\13123-00 Jenks Road Multifamily03 - DWG\PlanSheets\On-Site\Planned Development Plan\C1-2 - CONCEPTUAL BLDG ELEV.dwg Layout: C1-14 Plotted: 4/4/2025 9:37:28 AM



RESIDENTIAL BUILDING TYPE D2 W/ BALCONIES REAR ELEVATION

NOT TO SCALE

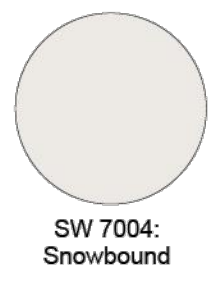
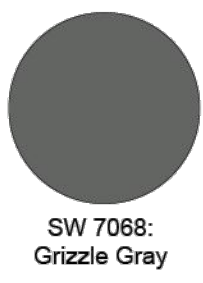


RESIDENTIAL BUILDING TYPE D2 W/ BALCONIES FRONT ELEVATION

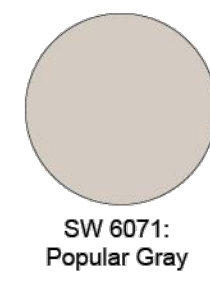
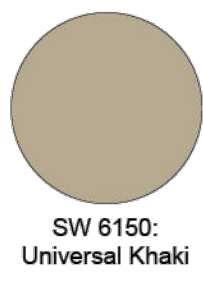
NOT TO SCALE

Color selections are representative examples. Final colors selected may differ but will be materially consistent with options shown here.

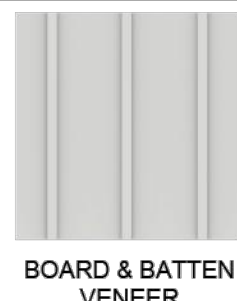
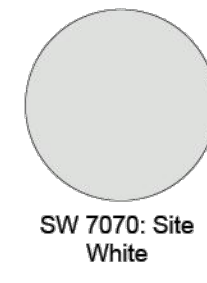
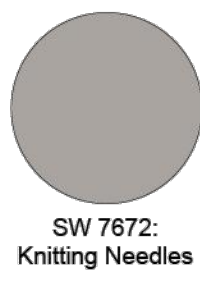
SCHEME 1



SCHEME 2



SCHEME 3



FILE NUMBER:

DATE: 06/03/2024

C1-14

WP EAST
ACQUISITIONS, LLC.
1414 RALEIGH ROAD, SUITE 429
CHAPEL HILL, NC 27517

ALTERA HEIGHTS
APEX, NORTH CAROLINA 27523-9423

CONCEPTUAL BUILDING
ELEVATIONS



△5				RESPONSE TO COMMENTS
△4				RESPONSE TO COMMENTS
△3	DESIGNED BY:	CM	04/04/2025	RESPONSE TO COMMENTS
△2	DRAWN BY:	CM	02/07/2025	RESPONSE TO COMMENTS
△1	REVIEWED BY:	RF	08/02/2024	RESPONSE TO COMMENTS



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RESIDENTIAL BUILDING TYPE D2 W/ BALCONIES EAST ELEVATION

NOT TO SCALE



RESIDENTIAL BUILDING TYPE D2 W/ BALCONIES WEST ELEVATION

NOT TO SCALE

Color selections are representative examples. Final colors selected may differ but will be materially consistent with options shown here.

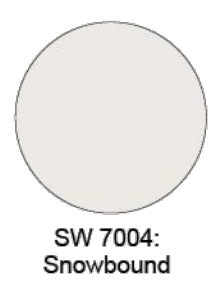
SCHEME 1



SW 6166:
Connected Gray



SW 7068:
Grizzle Gray



SW 7004:
Snowbound

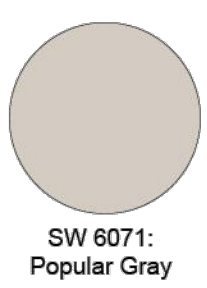
SCHEME 2



SW 6150:
Universal Khaki



SW 7625:
Mount Etna



SW 6071:
Popular Gray

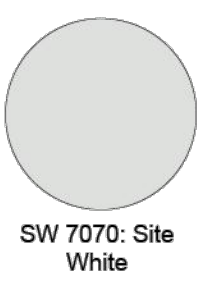
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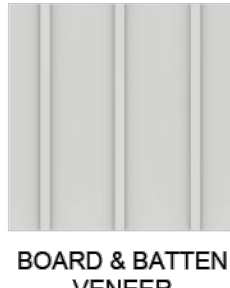
SW 7672:
Knitting Needles



SW 7602:
Indigo Batik



SW 7070: Site
White



BOARD & BATTEN
VENEER



HORIZONTAL
SIDING VENEER



ROOF SHINGLES



FIBER CEMENT
PANEL & TRIM



FILE NUMBER:

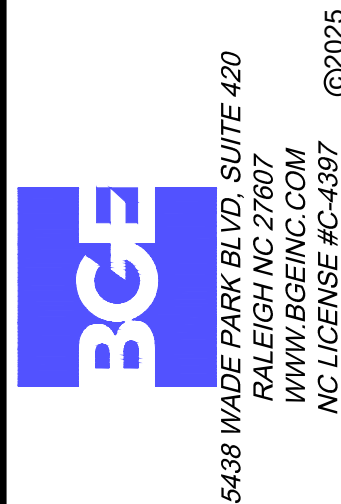
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C1-15

WP EAST
ACQUISITIONS, LLC.
1414 RALEIGH ROAD, SUITE 429
CHAPEL HILL, NC 27517

ALTERA HEIGHTS
APEX, NORTH CAROLINA 27523-9423

CONCEPTUAL BUILDING
ELEVATIONS

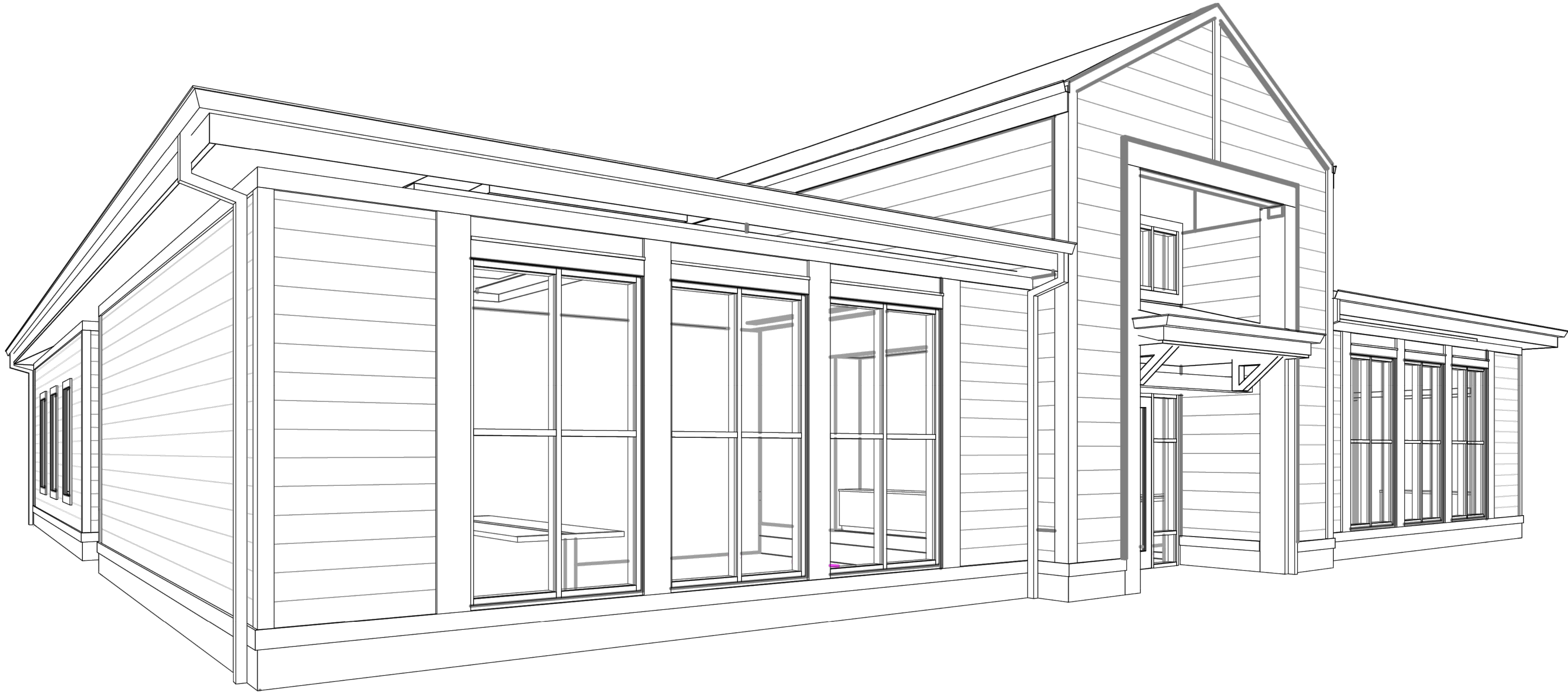


DESIGNED BY: CM
DRAWN BY: CM
REVIEWED BY: RF

REVISIONS

REV	DATE	DESCRIPTION
1	08/02/2024	RESPONSE TO COMMENTS
2	02/07/2025	RESPONSE TO COMMENTS
3	04/04/2025	RESPONSE TO COMMENTS

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AMENITY BUILDING PERSPECTIVE

NOT TO SCALE



FILE NUMBER:

DATE: 06/03/2024

C1-16

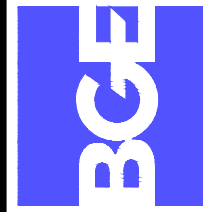


ALTERA HEIGHTS

APEX, NORTH CAROLINA 27623-9423

WP EAST
ACQUISITIONS, LLC.

1414 RALEIGH ROAD, SUITE 429
CHAPEL HILL, NC 27517



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DESIGNED BY: CM
DRAWN BY: CM
REVIEWED BY: RF

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REV

04/04/2025 RESPONSE TO COMMENTS
02/07/2025 RESPONSE TO COMMENTS
08/02/2024 RESPONSE TO COMMENTS
DATE REV DESCRIPTION

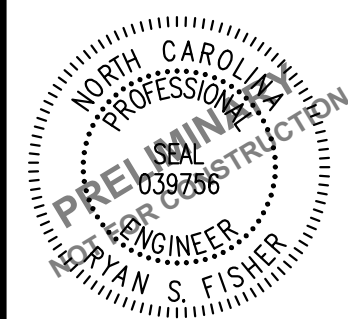


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RESIDENTIAL BUILDING PERSPECTIVE

NOT TO SCALE



FILE NUMBER:

DATE: 06/03/2024

C1-18

**WP EAST
ACQUISITIONS, LLC.**
1414 RALEIGH ROAD, SUITE 429
CHAPEL HILL, NC 27517

ALTERA HEIGHTS
APEX, NORTH CAROLINA 27523-9423

**CONCEPTUAL BUILDING
ELEVATIONS**

BCE
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RALEIGH NC 27607
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NC LICENSE #C-4397

DESIGNED BY: CM
DRAWN BY: CM
REVIEWED BY: RF

REV	DATE	DESCRIPTION
A	04/04/2025	RESPONSE TO COMMENTS
A	02/07/2025	RESPONSE TO COMMENTS
A	08/02/2024	RESPONSE TO COMMENTS

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 10, 2025

Item Details

Presenter(s): Bruce Venable, Planner II

Department(s): Planning

Requested Motion

Motion to approve the Statement of the Town Council and Ordinance for Rezoning Application No. 24CZ23, Greenway Waste Solutions of Apex, applicant, for the property located at 0 Veridea Pkwy (portion of); 0 & 0 Old Holly Springs Rd (portion of); 5940 Old Smithfield Rd; and 0 Mosley Ave (PINs 0740240814 (portion of); 0740241030 (portion of); 0740241461 (portion of); 0740448719; and 0740648548).

Approval Recommended?

The Planning Department recommends approval.

Item Details

Rezoning Application No. 24CZ23 was approved at the May 27, 2025 Town Council meeting.

Attachments

- CN15-A1: Statement of the Town Council and Ordinance to Amend the Official Zoning District Map
- CN15-A2: Attachment A: Legal Description



STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 141.07 ACRES LOCATED AT 0 VERIDEA PKWY (PORTION OF); 0 & 0 OLD HOLLY SPRINGS RD (PORTION OF); 5940 OLD SMITHFIELD RD; 0 MOSLEY AVE FROM LIGHT INDUSTRIAL (LI), SUSTAINABLE DEVELOPMENT-CONDITIONAL ZONING (SD-CZ #09CZ07 & #23CZ03), & HIGH DENSITY SINGLE-FAMILY (HDSF) TO LIGHT INDUSTRIAL-CONDITIONAL ZONING (LI-CZ)

#24CZ23

WHEREAS, Greenway Waste Solutions of Apex LLC, owner/applicant (the “Applicant”), submitted a completed application for a conditional zoning on the 3rd day of December 2024 (the “Application”). The proposed conditional zoning is designated #24CZ23;

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 #24CZ23 before the Planning Board on the 12th day of May 2025;

WHEREAS, the Apex Planning Board held a public hearing on the 12th day of May 2025, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #24CZ23. A motion was made by the Apex Planning Board to recommend approval; the motion passed unanimously for the application for #24CZ23;

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 #24CZ23 before the Apex Town Council on the 27th day of May 2025;

WHEREAS, the Apex Town Council held a public hearing on the 27th day of May 2025. Bruce Venable, Planner II, presented the Planning Board's recommendation at the public hearing;

WHEREAS, all persons who desired to present information relevant to the application for #24CZ23 were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is not consistent with the 2045 Land Use Plan and other adopted plans in that the 2045 Land Use Map designates this area as Industrial Employment & Mixed Use: Medium Density Residential/High Density Residential/Industrial Employment/Office Employment/Commercial Services and approval of this rezoning will automatically amend the 2045 Land Use Map to Industrial Employment. This designation on the 2045 Land Use Map includes the zoning district Light Industrial-Conditional Zoning (LI-CZ) and the Apex Town Council has further considered that the proposed rezoning to Light Industrial-Conditional Zoning (LI-CZ) will maintain the character and appearance of the area and provide the flexibility to accommodate the growth in population, economy, and infrastructure consistent with that contemplated by the 2045 Land Use Map;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is reasonable and in the public interest in that: The rezoning will provide the ability for the site to support adequate waste services in this area and provide zoning conditions that provide flexibility in development standards to account for the fact that the landfill existed prior to coming into Apex’s ETJ and prior to construction of NC 540 Highway; and

WHEREAS, the Apex Town Council by a vote of 5 to 0 approved Application #24CZ23 rezoning the subject tract located at 0 Veridea Pkwy (portion of); 0 & 0 Old Holly Springs Rd (portion of); 5940 Old Smithfield Rd; and 0 Mosley Ave from Light Industrial (LI), Sustainable Development-Conditional Zoning (SD-CZ #09CZ07 & #23CZ03), and High Density Single-Family (HDSF) to Light Industrial-Conditional Zoning (LI-CZ).

Ordinance Amending the Official Zoning District Map #24CZ23

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 Light Industrial (LI); Sustainable Development-Conditional Zoning (SD-CZ #09CZ07 & #23CZ03); and High Density Single Family (HDSF) to Light Industrial-Conditional Zoning (LI-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 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. Sanitary Landfill (S) | 5. Yard Waste Transfer Station (S) |
| 2. Communication Tower (S) | 6. Chipping and Mulching (S) |
| 3. Recycling Center | 7. Land Clearing and Inert Debris Landfill (S) |
| 4. Utility, Minor | |

Zoning Conditions:

1. The subject property shall be exempt from providing any additional off-street parking that may be required by UDO Section 8.3.2 for the uses:
 - Sanitary Landfill
 - Communication Tower
 - Recycling Center
 - Utility, Minor
 - Yard Waste Transfer Station
 - Chipping and Mulching
 - Land Clearing and Inert Debris Landfill
2. The existing flag and flagpole that exceed the dimensional limitations established in Section 8.7.1.A.7.c. of the UDO shall be permitted on the subject property and shall not be increased beyond its current height and size.
3. Any existing encroachment into the required 100' Type A buffer along NC Hwy 540 existing when the right-of-way for NC Hwy 540 was acquired shall be permitted to remain. No new encroachments shall be permitted unless otherwise permitted by the UDO.

Ordinance Amending the Official Zoning District Map #24CZ23

4. Any existing encroachment into the required 250' setback for the use of Land Clearing and Inert Debris Landfills, shall be permitted. However no new encroachment shall be permitted unless in accordance with the UDO.

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 _____ 2025.

TOWN OF APEX

Jacques K. Gilbert
Mayor

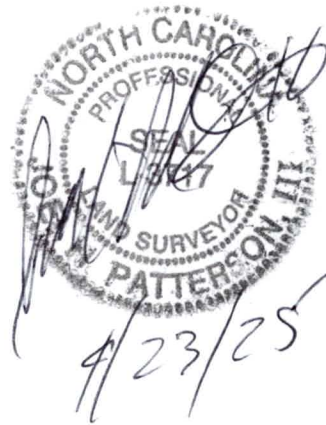
ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

Town Attorney

Attachment "A"



WRITTEN LEGAL DESCRIPTION FOR 141.27 ACRES

SITUATED IN HOLLY SPRINGS TOWNSHIP, WAKE COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A #4 REBAR SET ON THE SOUTHERN SIDE THE RIGHT OF WAY OF NC 540 HWY SB. ALSO THE COMMON NORTH EAST CORNER OF RXR LEN APEX OWNER LLC, DEED BOOK 19263 AT PAGE 2403 THENCE CONTINUING WITH THE RIGHT OF WAY OF NC 540 HWY SB THE FOLLOWING FIFTEEN COURSES, NORTH 64-52-28 EAST A DISTANCE OF 40.99 FEET TO A FOUND R/W MONUMENT; NORTH 70-47-26 EAST A DISTANCE OF 223.47 FEET TO A FOUND R/W MONUMENT; SOUTH 87-37-10 EAST FOR A DISTANCE OF 1205.48 FEET TO A FOUND R/W MONUMENT; SOUTH 87-37-43 EAST FOR A DISTANCE OF 1015.69 FEET TO A FOUND R/W MONUMENT; SOUTH 87-37-44 EAST FOR A DISTANCE OF 810.29 FEET TO A FOUND R/W MONUMENT; SOUTH 85-21-00 EAST FOR A DISTANCE 220.00 FEET TO A FOUND R/W MONUMENT; SOUTH 65-20-45 EAST FOR A DISTANCE OF 58.52 FEET TO A FOUND R/W MONUMENT; SOUTH 86-56-29 EAST FOR A DISTANCE OF 174.49 FEET TO A FOUND R/W MONUMENT; NORTH 76-49-38 EAST FOR A DISTANCE 107.25 FEET; SOUTH 81-17-23 EAST FOR A DISTANCE OF 80.74 FEET; SOUTH 76-17-27 EAST FOR A DISTANCE OF 256.49 FEET TO A FOUND R/W MONUMENT; SOUTH 65-03-49 EAST FOR A DISTANCE OF 92.26 FEET TO A FOUND R/W MONUMENT; SOUTH 56-04-00 EAST FOR A DISTANCE OF 150.70 FEET TO A FOUND R/W MONUMENT; SOUTH 46-51-32 EAST FOR A DISTANCE OF 122.00 FEET TO A FOUND R/W MONUMENT; SOUTH 66-55-56 EAST FOR A DISTANCE OF 61.28 FEET TO A FOUND R/W MONUMENT ALSO BEING THE COMMON NORTH WESTERN CORNER OF HADDOCK PROPERTIES, LLC DEED BOOK 18267 PAGE 47. THENCE WITH THE COMMON LINE OF HADDOCK PROPERTIES SOUTH 02-08-37 WEST FOR A DISTANCE OF 197.70 FEET TO A FOUND #4 REBAR. THENCE CONTINUING WITH THE LINE OF HADDOCK PROPERTIES AND HIGHWAY 55 C & D LANDFILL, LLC, SOUTH 87-50-07 EAST A DUSTANCE OF 60.00 FEET TO A FOUND #4 REBAR; THENCE SOUTH 02-08-34 WEST FOR A DISTANCE OF 239.03 FEET TO A FOUND #4 REBAR. THENCE SOUTH 87-29-30 WEST A DISTANCE OF 60.00 FEET TO A FOUND #4 REBAR. THENCE NORTH 02-08-37 EAST A DISTANCE OF 29.60 FEET POINT IN THE CENTER LINE OF A BRANCH AND CONTINUING WITH THE BRANCH AND COMMON LINE OF WAKE COUNTY FOR THE NEXT 127 COURSES; SOUTH 66-50-41 WEST FOR A DISTANCE OF 8.38 FEET TO A POINT, SOUTH 25-46-49 WEST FOR A DISTANCE OF 26.10 FEET TO A POINT, SOUTH 58-11-55 WEST FOR A DISTANCE OF 11.21 FEET TO A POINT, SOUTH 76-52-08 WEST FOR A DISTANCE OF 18.03 FEET TO A POINT, NORTH 49-46-57 WEST FOR A DISTANCE OF 15.35 FEET TO A POINT, NORTH 66-29-02 WEST FOR A DISTANCE OF 86.95 FEET TO A POINT, NORTH 63-11-47 WEST FOR A DISTANCE OF 22.29 FEET TO A POINT, NORTH 02-35-17 WEST FOR A DISTANCE OF 73.64 FEET TO A POINT, NORTH 43-41-50 WEST 20.93 FEET TO A POINT, NORTH 62-00-45 WEST FOR A DISTANCE OF 49.55 TO A POINT, SOUTH 71-51-58 WEST FOR A DISTANCE OF 64.63 FEET TO A POINT, SOUTH 05-00-18 EAST FOR A DISTANCE OF 31.88 FEET TO A POINT, NORTH 82-18-16 WEST FOR A DISTANCE OF 10.77 FEET, SOUTH 78-00-54 WEST FOR A DISTANCE OF 18.39 FEET, NORTH 45-51-38 WEST FOR A DISTANCE OF 19.53 FEET, SOUTH

38-06-51 WEST FOR A DISTANCE OF 22.19 FEET TO A POINT, SOUTH 00-53-01 EAST FOR A DISTANCE OF 25.46 FEET TO A POINT, SOUTH 32-17-50 WEST FOR A DISTANCE OF 52.98 FEET TO A POINT, SOUTH 83-33-15 EAST FOR A DISTANCE OF 29.32 FEET TO A POINT, SOUTH 03-55-34 EAST FOR A DISTANCE OF 38.60 FEET TO A POINT, SOUTH 87-50-07 WEST FOR A DISTANCE OF 19.73 FEET TO A POINT, SOUTH 83-15-21 WEST FOR A DISTANCE OF 31.67 FEET TO A POINT, NORTH 86-16-38 WEST FOR A DISTANCE OF 45.46 FEET TO A POINT, SOUTH 57-04-56 WEST FOR A DISTANCE OF 49.06 FEET, SOUTH 08-41-35 WEST FOR A DISTANCE OF 37.88 FEET TO A POINT, SOUTH 65-02-48 WEST FOR A DISTANCE OF 32.35 FEET, NORTH 50-37-58 WEST FOR A DISTANCE OF 53.22 FEET TO A POINT, NORTH 73-33-04 WEST FOR A DISTANCE OF 43.30 FEET TO A POINT, SOUTH 68-50-15 WEST FOR A DISTANCE OF 96.11 FEET TO A POINT, SOUTH 38-51-31 WEST FOR A DISTANCE OF 38.78 TO A POINT, SOUTH 57-55-21 WEST FOR A DISTANCE OF 77.95 FEET TO A POINT, SOUTH 01-18-00 EAST FOR A DISTANCE OF 26.81 FEET TO A POINT, SOUTH 33-50-06 WEST FOR A DISTANCE OF 35.05 FEET TO A POINT, SOUTH 41-28-04 WEST FOR A DISTANCE OF 86.42 FEET TO A POINT, SOUTH 17-39-32 EAST FOR A DISTANCE OF 12.99 FEET TO A POINT, SOUTH 53-34-02 EAST FOR A DISTANCE OF 35.65 FEET TO POINT, SOUTH 01-03-31 EAST FOR A DISTANCE OF 27.80 FEET TO POINT, SOUTH 39-42-02 WEST FOR A DISTANCE OF 57.92 FEET TO A POINT, SOUTH 86-41-57 WEST FOR A DISTANCE OF 44.36 TO A POINT, NORTH 22-02-26 WEST FOR A DISTANCE OF 29.98 FEET TO A POINT, SOUTH 79-23-29 WEST FOR A DISTANCE OF 13.81 FEET TO A POINT, SOUTH 45-16-48 WEST FOR A DISTANCE OF 40.06 FEET TO A POINT, SOUTH 49-59-32 WEST FOR A DISTANCE OF 37.11 FEET TO A POINT, SOUTH 82-33-39 WEST FOR A DISTANCE OF 74.65 FEET TO A POINT, NORTH 05-02-53 WEST FOR A DISTANCE OF 11.22 FEET TO A POINT, NORTH 59-06-07 WEST FOR A DISTANCE OF 10.37 FEET TO A POINT, SOUTH 89-53-51 WEST FOR A DISTANCE OF 40.72 FEET TO A POINT, SOUTH 72-32-00 WEST FOR A DISTANCE OF 36.19 FEET TO A POINT, SOUTH 03-02-24 WEST FOR A DISTANCE OF 70.41 FEET TO A POINT, SOUTH 66-22-36 WEST FOR A DISTANCE OF 44.90 FEET TO A POINT, NORTH 54-45-01 WEST FOR A DISTANCE OF 24.06 FEET TO A POINT, SOUTH 46-02-12 WEST FOR A DISTANCE OF 23.46 FEET TO A POINT, SOUTH 86-16-35 WEST FOR A DISTANCE OF 56.47 FEET TO A POINT, NORTH 63-00-27 WEST FOR A DISTANCE OF 30.91 FEET TO A POINT, SOUTH 78-08-06 WEST FOR A DISTANCE OF 70.65 FEET TO A POINT, SOUTH 52-12-08 WEST FOR A DISTANCE OF 26.25 FEET TO A POINT, SOUTH 25-23-43 EAST FOR A DISTANCE OF 30.45 FEET TO A POINT, SOUTH 20-37-40 WEST FOR A DISTANCE OF 56.40 FEET TO A POINT, SOUTH 64-20-13 WEST FOR A DISTANCE OF 53.03 FEET TO A POINT, NORTH 59-27-35 WEST FOR A DISTANCE OF 17.11 FEET TO A POINT, NORTH 37-15-33 WEST FOR A DISTANCE OF 40.89 FEET TO A POINT, NORTH 83-41-48 WEST FOR A DISTANCE OF 47.70 FEET TO A POINT, SOUTH 19-44-21 WEST FOR A DISTANCE OF 36.84 FEET TO A POINT, NORTH 85-42-48 WEST FOR A DISTANCE OF 59.82 FEET TO A POINT, NORTH 43-03-30 WEST FOR A DISTANCE OF 88.03 FEET TO A POINT, NORTH 70-02-05 WEST FOR A DISTANCE OF 44.65 FEET TO A POINT, SOUTH 64-15-57 WEST FOR A DISTANCE OF 31.08 FEET TO A POINT, NORTH 41-32-00 WEST FOR A DISTANCE OF 70.70 FEET TO A POINT, NORTH 20-36-01 WEST FOR A DISTANCE OF 43.02 FEET TO A POINT, NORTH 52-34-39 WEST FOR A DISTANCE OF 48.97 FEET TO A POINT, SOUTH 67-32-22 WEST FOR A DISTANCE OF 36.04 FEET TO A POINT, SOUTH 61-49-04 WEST FOR A DISTANCE OF 38.08 FEET TO A POINT, SOUTH 57-30-51 WEST FOR A DISTANCE OF 26.14 FEET TO A POINT, NORTH 37-19-33 WEST FOR A DISTANCE OF 26.34 FEET TO A POINT, NORTH 03-10-34 WEST FOR A DISTANCE OF 22.96 FEET TO A POINT, NORTH 51-43-10 WEST FOR A DISTANCE OF 40.14 FEET TO A POINT, SOUTH 81-15-16 WEST FOR A DISTANCE OF 38.44 FEET TO A POINT, SOUTH 52-01-17 WEST FOR A DISTANCE OF 37.32 FEET TO A POINT, NORTH 69-17-45 WEST FOR A DISTANCE OF 39.10 FEET TO A POINT, SOUTH 39-03-59 WEST FOR A DISTANCE OF 29.65 FEET TO A POINT, SOUTH 12-16-51 EAST FOR A DISTANCE OF 36.68 FEET TO A POINT, NORTH 79-58-55 EAST FOR A DISTANCE OF 26.57 FEET TO A POINT, SOUTH 78-09-14 EAST FOR A DISTANCE OF 21.72 FEEET TO A POINT, SOUTH 12-18-48 WEST FOR A DISTANCE OF 16.23 FEET TO A POINT, SOUTH 52-26-04 WEST FOR A DISTANCE OF 30.63 FEET TO A POINT, SOUTH 59-51-55 WEST FOR A DISTANCE OF 36.78 FEET TO A POINT, NORTH

37-29-37 WEST FOR A DISTANCE OF 35.71 FEET TO A POINT, NORTH 33-52-54 WEST FOR A DISTANCE OF 29.23 FEET TO A POINT, NORTH 82-47-12 WEST FOR A DISTANCE OF 31.47 FEET TO A POINT, SOUTH 76-51-23 WEST FOR A DISTANCE OF 20.76 FEET TO A POINT, SOUTH 39-46-35 WEST FOR A DISTANCE OF 52.76 FEET TO A POINT, NORTH 55-17-51 WEST FOR A DISTANCE OF 16.44 FEET TO A POINT, NORTH 79-43-34 WEST FOR A DISTANCE OF 55.86 FEET TO A POINT, NORTH 73-15-33 WEST FOR A DISTANCE OF 25.18 FEET TO A POINT, SOUTH 06-13-26 WEST FOR A DISTANCE OF 18.21 FEET TO A POINT, NORTH 78-15-19 WEST FOR A DISTANCE OF 177.12 FEET TO A POINT, SOUTH 61-46-24 WEST FOR A DISTANCE OF 40.76 FEET TO A POINT, SOUTH 08-30-10 WEST FOR A DISTANCE OF 51.53 FEET TO A POINT, SOUTH 40-05-43 WEST FOR A DISTANCE OF 33.02 FEET TO A POINT, NORTH 88-25-41 WEST FOR A DISTANCE OF 39.76 FEET TO A POINT, NORTH 23-59-12 WEST FOR A DISTANCE OF 21.52 FEET TO A POINT, NORTH 06-19-38 EAST FOR A DISTANCE OF 31.95 FEET TO A POINT, SOUTH 89-27-49 WEST FOR A DISTANCE OF 16.00 FEET TO A POINT, SOUTH 63-31-50 WEST FOR A DISTANCE OF 30.08 FEET TO A POINT, SOUTH 50-51-26 WEST FOR A DISTANCE OF 32.33 FEET TO A POINT, SOUTH 42-39-18 WEST FOR A DISTANCE OF 53.72 FEET TO A POINT, NORTH 73-34-20 WEST FOR A DISTANCE OF 62.73 FEET TO A POINT, NORTH 52-33-29 WEST FOR A DISTANCE OF 54.67 FEET TO A POINT, SOUTH 66-09-02 WEST FOR A DISTANCE OF 22.18 FEET TO A POINT, NORTH 64-21-04 WEST FOR A DISTANCE OF 24.97 FEET TO A POINT, NORTH 72-48-02 WEST FOR A DISTANCE OF 61.52 FEET TO A POINT, NORTH 03-25-32 WEST FOR A DISTANCE OF 30.92 FEET TO POINT, NORTH 60-41-08 WEST FOR A DISTANCE OF 41.29 FEET TO A POINT, NORTH 36-20-32 WEST FOR A DISTANCE OF 45.19 FEET TO A POINT, NORTH 47-01-54 WEST FOR A DISTANCE OF 40.65 FEET TO A POINT, NORTH 26-27-55 WEST FOR A DISTANCE OF 29.87 FEET TO A POINT, NORTH 72-50-24 WEST FOR A DISTANCE OF 33.59 FEET TO A POINT, NORTH 17-51-16 WEST FOR A DISTANCE OF 53.62 FEET TO A POINT, NORTH 63-05-31 WEST FOR A DISTANCE OF 77.67 FEET TO A POINT, SOUTH 53-40-08 WEST FOR A DISTANCE OF 23.57 FEET TO A POINT, NORTH 83-04-30 WEST FOR A DISTANCE OF 53.22 FEET TO A POINT, SOUTH 48-15-18 WEST FOR A DISTANCE OF 31.65 FEET TO A POINT, SOUTH 86-09-56 WEST FOR A DISTANCE OF 20.21 FEET TO A POINT, SOUTH 57-31-02 WEST FOR A DISTANCE OF 180.13 FEET TO A POINT, SOUTH 47-39-37 WEST FOR A DISTANCE OF 57.38 FEET TO A POINT, NORTH 36-35-03 WEST FOR A DISTANCE OF 25.59 FEET TO A POINT, SOUTH 41-20-48 WEST FOR A DISTANCE OF 11.63 FEET TO A POINT, SOUTH 14-26-11 WEST FOR A DISTANCE OF 16.01 FEET TO A POINT, SOUTH 51-52-40 WEST FOR A DISTANCE OF 19.44 FEET TO A POINT IN THE CENTER OF BIG BRANCH, ALSO THE COMMON LINE WITH RXR LEN APEX OWNER LLC, DEED BOOK 19263 AT PAGE 2403, SOUTH 02-37-19 WEST A DISTANCE OF 65.61 FEET TO A POINT, SOUTH 16-21-26 WEST A DISTANCE OF 95.95 FEET TO A POINT, SOUTH 02-46-38 WEST A DISTANCE OF 138.52 FEET TO A POINT AND SOUTH 23-31-57 WEST A DISTANCE OF 103.97 FEET TO A FOUND 1 ½" IRON PIPE AND BEING THE COMMON CORNER WITH WAKE COUNTY DEED BOOK 2272 AT PAGE 678. THENCE WITH THE COMMON LINE OF WAKE COUNTY, NORTH 82-40-40 WEST A DISTANCE OF 879.82 FEET TO A FOUND 1 ½" IRON PIPE. THENCE CONTINUING WITH THE LINE OF WAKE COUNTY, NORTH 88-37-03 WEST A DISTANCE OF 208.65 FEET TO A #4 REBAR SET. THENCE FOUR NEW PROPERTY LINES AND BEING A PORTION OF TAX PARCELS 0740241030 & 0740241461, NORTH 24-56-22 WEST A DISTANCE OF 469.83 FEET TO A #4 REBAR SET; NORTH 08-26-01 WEST A DISTANCE OF 269.34 FEET TO A #4 REBAR SET; NORTH 49-14-08 WEST A DISTANCE OF 207.69 FEET TO A #4 REBAR SET AND NORTH 17-17-16 WEST A DISTANCE OF 276.09 FEET TO A #4 REBAR SET ON THE RIGHT OF WAY OF NC 540 HWY NB. THENCE CONTINUING WITH THE RIGHT OF WAY OF NC 540 HWY NB THE FOLLOWING FOUR COURSES, NORTH 74-25-25 EAST A DISTANCE OF 112.95 FEET TO A FOUND R/W MONUMENT ; NORTH 46-29-42 EAST A DISTANCE OF 296.54' FEET TO A FOUND R/W MONUMENT; NORTH 47-46-38 EAST A DISTANCE OF 182.02 FEET TO A FOUND R/W MONUMENT; NORTH 64-52-28 EAST A DISTANCE OF 181.55 FEET TO THE "POINT OF BEGINNING", CONTAINING 141.27 ACRES MORE OR LESS.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 10, 2025

Item Details

Presenter(s): Joshua Killian, Planner II

Department(s): Planning

Requested Motion

Motion to approve the Statement of the Town Council and Ordinance for Rezoning Application No. 25CZ03, Barry Simmons, applicant, for the property located at 309 N Salem Street (PIN 0742414844).

Approval Recommended?

The Planning Department recommends approval.

Item Details

Rezoning Application No. 25CZ03 was approved at the May 27, 2025 Town Council meeting.

Attachments

- CN16-A1: Statement of the Town Council and Ordinance to Amend the Official Zoning District Map
- CN16-A2: Attachment A: Legal Description



STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 0.233 ACRES LOCATED AT 309 N SALEM STREET FROM MIXED OFFICE-RESIDENTIAL-RETAIL-CONDITIONAL ZONING (MORR-CZ #08CZ10) TO MIXED OFFICE-RESIDENTIAL-RETAIL-CONDITIONAL ZONING (MORR-CZ) #25CZ03

WHEREAS, Barry Simmons, applicant (the “Applicant”), submitted a completed application for a conditional zoning on the 29th day of January 2025 (the “Application”). The proposed conditional zoning is designated #25CZ03;

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 #25CZ03 before the Planning Board on the 12th day of May 2025;

WHEREAS, the Apex Planning Board held a public hearing on the 12th day of May 2025, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #25CZ03. A motion was made by the Apex Planning Board to recommend approval; the motion passed unanimously for the application for #25CZ03;

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 #25CZ03 before the Apex Town Council on the 27th day of May 2025;

WHEREAS, the Apex Town Council held a public hearing on the 27th day of May 2025. Joshua Killian, Planner II, presented the Planning Board's recommendation at the public hearing;

WHEREAS, all persons who desired to present information relevant to the application for #25CZ03 were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is consistent with the 2045 Land Use Plan and other adopted plans in that the 2045 Land Use Map designates this area as Mixed Use: Medium Density Residential/Office Employment/Commercial Services. 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;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is reasonable and in the public interest in that: The proposed zoning district and conditions allow the property to be used in a manner that is consistent with the mixed use character of the Downtown area; and

WHEREAS, the Apex Town Council by a vote of 5 to 0 approved Application #25CZ03 rezoning the subject tract located at 309 N Salem Street from Mixed Office-Residential-Retail-Conditional Zoning (MORR-CZ #08CZ10) 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 Mixed Office-Residential-Retail-Conditional Zoning

Ordinance Amending the Official Zoning District Map #25CZ03

(MORR-CZ #08CZ10) to Mixed Office-Residential-Retail-Conditional Zoning (MORR-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 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. Permitted Uses: | c. Real estate sales |
| a. Single-Family | d. Heath/fitness center or spa (limited to 850 sq. ft.) |
| b. Office, business or professional | |

Zoning Conditions:

1. All structures listed as "contributing" to the National Register Historic District shall follow the latest edition of the "Secretary of Interior Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings".

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 _____ 2025.

TOWN OF APEX

Jacques K. Gilbert
Mayor

Ordinance Amending the Official Zoning District Map #25CZ03

ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

Town Attorney

Attachment A

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 the Town of Apex, White Oak Township, Wake County, North Carolina and being described more fully as follows to wit:

BEGINNING at an iron pipe set on the western right-of-way of North Salem Street (N.C.S.R. No. 1011) being the southeastern corner of Charles D. Riggs, thence with the aforesaid right-of-way the following two (2) courses and distances: South 14°06'15" West, 63.85 feet to an iron pipe set, and South 15°45'44" West, 39.15 feet to an existing iron pipe, and being the Northeastern corner of Synergy USA, LLC on aforesaid western road right-of-way; thence with following two (2) property lines of Synergy USA, LLC, North 66°00'45" West, 137.19 feet to an existing iron pipe and North 26°21'33" East, 53.79 feet to an existing iron pipe in the southern property line of Charles D. Riggs; thence with aforesaid Riggs' southern property line, South 88°02'25" East, 127.72 feet to the point and place of BEGINNING, containing 0.233 acre more or less as briefly described in Deed Book 19231, Page 333 of the Wake County Registry.

This description was prepared for the sole purpose to be included in a rezoning petition application and for no other use.



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 10, 2025

Item Details

Presenter(s): Lauren Staudenmaier, Planner III

Department(s): Planning

Requested Motion

Motion to approve the Statement of the Town Council and Ordinance for Rezoning Application No. 25CZ05, Trilandco, LLC, applicant, for the property located at 2517 Kelly Road (PIN 0731434504).

Approval Recommended?

The Planning Department recommends approval.

Item Details

Rezoning Application No. 25CZ05 was approved at the May 27, 2025 Town Council meeting.

Attachments

- CN17-A1: Statement of the Town Council and Ordinance to Amend the Official Zoning District Map
- CN17-A2: Attachment A: Legal Description
- CN17-A3: Attachment B: Rezoning Case No. 25CZ05 West Village PUD Amendment text-plan



STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 5.8591 ACRES LOCATED AT 2517 KELLY ROAD FROM PLANNED UNIT DEVELOPMENT-CONDITIONAL ZONING (PUD-CZ #15CZ33) TO PLANNED UNIT DEVELOPMENT-CONDITIONAL ZONING (PUD-CZ)

#25CZ05

WHEREAS, Trilandco, LLC., applicant (the “Applicant”), submitted a completed application for a conditional zoning on the 3rd day of February 2025 (the “Application”). The proposed conditional zoning is designated #25CZ05;

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 #25CZ05 before the Planning Board on the 28th day of April 2025;

WHEREAS, the Apex Planning Board held a public hearing on the 12th day of May 2025, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #25CZ05. A motion was made by the Apex Planning Board to recommend approval; the motion passed unanimously for the application for #25CZ05;

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 #25CZ05 before the Apex Town Council on the 2nd day of May 2025;

WHEREAS, the Apex Town Council held a public hearing on the 27th day of May 2025. Lauren Staudenmaier, Planner III, presented the Planning Board's recommendation at the public hearing;

WHEREAS, all persons who desired to present information relevant to the application for #25CZ05 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 Mixed Use: High Density Residential/Office Employment/Commercial Services. This designation on the 2045 Land Use Map includes the zoning district Planned Unit Development-Conditional Zoning (PUD-CZ) and the Apex Town Council has further considered that the proposed rezoning to Planned Unit Development-Conditional Zoning (PUD-CZ) will allow maintain the character and appearance of the area and provide the flexibility to accommodate the growth in population;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is reasonable and in the public interest in that: The rezoning will ensure compliance with the existing conditions of the previously approved PUDs while allowing the subject property (POD 1) to construct transportation improvements appropriate to the size of the parcel and the square footage of the non-residential use. The PUD amendment will allow the remaining road improvements from the previous rezoning to be constructed as the non-residential uses are development in POD 2 and POD 3; and

WHEREAS, the Apex Town Council by a vote of 4 to 1 approved Application #25CZ05 rezoning the subject tract located at 2517 Kelly Road from Planned Unit Development-Conditional Zoning (PUD-CZ #15CZ33) 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.”

Ordinance Amending the Official Zoning District Map #25CZ05

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 Planned Unit Development-Conditional Zoning (PUD-CZ #15CZ33) 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 the zoning changes ordained by this Ordinance.

Section 4: The "Rezoned Lands" are subject to the conditions in Attachment "B" West Village PUD Amendment 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 _____ 2025.

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 #: 25CZ05

Submittal Date: 4-25-2025

Insert legal description below.

BEING all of Lot 2, containing 6.2501 acres, more or less, as shown on that map entitled "MINOR SUBDIVISION PLAT PROPERTY OF SM RLAEIGH, LLC", by Dan Gregory, Professional Land Surveyor of Bass, Nixon & Kennedy, Inc., dated December 5, 2017, and recorded in Book of Maps 2018, Page 175, in the office of the Register of Deeds, Wake County, North Carolina.

Legal Description
2517 Kelly Road
PIN 0731434504

BEGINNING AT A POINT LOCATED ON THE EASTERN RIGHT-OF-WAY LINE OF KELLY ROAD, BEING THE SOUTHWESTERN PROPERTY CORNER OF WEST VILLAGE NORTH OPEN SPACE AS RECORDED IN BOOK OF MAPS 2023, PAGE 1512, WAKE COUNTY REGISTRY, AND HAVING NC GRID (NAD '83/2011) COORDINATES OF NORTH 713,765.72 FEET, EAST 2,034,027.38 FEET; THENCE ALONG AND WITH SAID SOUTHERN PROPERTY LINE NORTH 56°46'21" EAST A DISTANCE OF 31.80 FEET TO AN EXISTING IRON PIPE; THENCE SOUTH 89°42'52" EAST A DISTANCE OF 392.72 FEET TO A POINT LOCATED ON THE WESTERN RIGHT-OF-WAY LINE OF FAHEY DRIVE AS SHOWN ON BOOK OF MAPS 2022, PAGE 2228, WAKE COUNTY REGISTRY; THENCE ALONG AND WITH SAID RIGHT-OF-WAY LINE WITH A CURVE TO THE LEFT AN ARC DISTANCE OF 30.93 FEET, SAID CURVE HAVING A RADIUS OF 38.50 FEET, A CHORD DIRECTION OF SOUTH 72°27'20" EAST, AND A CHORD DISTANCE OF 30.11 FEET TO A POINT; THENCE WITH A CURVE TO THE RIGHT AN ARC DISTANCE OF 8.08 FEET, SAID CURVE HAVING A RADIUS OF 19.50 FEET, A CHORD DIRECTION OF SOUTH 83°36'25" EAST, AND A CHORD DISTANCE OF 8.02 FEET TO A POINT; THENCE SOUTH 23°33'07" EAST A DISTANCE OF 29.53 FEET TO A POINT; THENCE CROSSING SAID RIGHT-OF-WAY NORTH 66°26'53" EAST A DISTANCE OF 50.00 FEET TO A POINT LOCATED ON THE EASTERN RIGHT-OF-WAY LINE OF FAHEY DRIVE; THENCE ALONG AND WITH SAID RIGHT-OF-WAY LINE NORTH 23°33'07" WEST A DISTANCE OF 29.07 FEET TO A POINT LOCATED ON THE SOUTHWESTERN PROPERTY CORNER OF COMMON OPEN SPACE 2 AS RECORDED IN BOOK OF MAPS 2022, PAGE 2228, WAKE COUNTY REGISTRY; THENCE ALONG AND WITH SAID SOUTHERN PROPERTY LINE SOUTH 89°42'52" EAST A DISTANCE OF 160.42 FEET TO AN EXISTING IRON PIPE LOCATED ON THE WESTERN RIGHT-OF-WAY LINE OF NC HIGHWAY 540; THENCE ALONG AND WITH SAID RIGHT-OF-WAY LINE SOUTH 05°40'24" WEST A DISTANCE OF 113.38 FEET TO AN EXISTING CONCRETE MONUMENT; THENCE SOUTH 05°37'10" WEST A DISTANCE OF 298.89 FEET TO AN EXISTING CONCRETE MONUMENT; THENCE SOUTH 00°44'07" WEST A DISTANCE OF 128.58 FEET TO AN EXISTING IRON PIPE LOCATED ON THE NORTHEASTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OF FRIENDSHIP COWORKING LLC AS RECORDED IN DEED BOOK 18673, PAGE 206, WAKE COUNTY REGISTRY; THENCE ALONG AND WITH SAID NORTHERN PROPERTY LINE NORTH 44°10'51" WEST A DISTANCE OF 73.95 FEET TO AN EXISTING IRON PIPE; THENCE SOUTH 48°27'04" WEST A DISTANCE OF 219.36 FEET TO A POINT LOCATED ON THE EASTERN RIGHT-OF-WAY LINE OF KELLY ROAD; THENCE ALONG AND WITH SAID RIGHT-OF-WAY LINE NORTH 34°34'58" WEST A DISTANCE OF 205.03 FEET TO A POINT; THENCE NORTH 33°28'03" WEST A DISTANCE OF 228.20 FEET TO A POINT; THENCE NORTH 33°13'39" WEST A DISTANCE OF 296.33 FEET TO A THE POINT OF BEGINNING, CONTAINING 5.8591 ACRES.



Matthew J. Carpenter

Attorney

t: 919-835-4032

MatthewCarpenter@parkerpoe.com

Atlanta, GA
Charleston, SC
Charlotte, NC
Columbia, SC
Greenville, SC
Raleigh, NC
Spartanburg, SC
Washington, DC

February 3, 2025

Via Town of Apex IDT

Planning

Town of Apex

322 N. Mason Street

Apex, NC 27502

RE: West Village PUD Amendment for 2517 Kelly Road; PIN 0731434504;
West Village PUD POD 1 (the "Property")

To Whom It May Concern,

This letter is to inform you of a proposed PUD Amendment to rezone the Property from Planned Unit Development Conditional Zoning (PUD-CZ) to PUD-CZ with amended conditions to allow an approximately 40,000 square foot non-residential development (the "Project").

In 2016, the Property was rezoned to PUD-CZ as part of the overall West Village PUD development (Rezoning 15CZ33, the "2016 PUD") and in 2020, the PUD was amended (Rezoning 20CZ05) to modify buffers and other design standards (collectively, the "West Village PUD"). The West Village PUD permits up to 380 residential units and up to 500,000 square feet of non-residential uses across 163.34 acres as shown on the West Village PUD Preliminary Layout and Phasing Plan dated May 1, 2020 (the "Layout Plan"). Since 2016, several residential phases have been developed, but the non-residential phases have not developed.

The West Village PUD includes significant road improvements for residential and non-residential development. Though it specifies phasing for certain road improvements in the residential district, it lacks phasing for transportation infrastructure improvements in the commercial district and all road improvements are required prior to issuance of the first certificate of occupancy for a commercial building. Accordingly, as currently written, the PUD would require the Project - a relatively small 40,000 sf non-residential development - to construct additional through lanes, on ramps, and traffic signals that were required for 500,000 sf of non-residential uses approved in the West Village PUD.

To remedy this oversight, the developer completed an updated Traffic Impact Analysis ("TIA") which recommends road improvements based on the anticipated traffic impacts of the Project. This PUD Amendment proposes technical revisions to West Village PUD Section 13: Public Facilities, as set forth in the attached **Exhibit A**, to incorporate the updated TIA recommendations. Road improvements that were commitments of the original West Village PUD remain, but will be completed by subsequent non-residential phases.

A corresponding PUD-CZ rezoning application has been filed in the Town's development portal.

Sincerely,



Matthew Carpenter

Exhibit A
to
West Village PUD Amendment Letter
Revisions to West Village PUD

Section 13: Public Facilities

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

- **General Roadway Infrastructure:**

All proposed roadway infrastructure will be consistent with the Town of Apex UDO and Transportation Plan, and the Traffic Impact Analysis approved by the Town of Apex and NCDOT. An internal road network will be provided in accordance with the Town's UDO. All road networks will promote connectivity wherever possible to adjacent neighborhoods, undeveloped property, nearby points of interest, and municipal destinations. Further, cul-de-sacs will be avoided except where environmental features make through streets unfeasible.

Roadway Phasing – Prior to time of the fifty-first certificate of occupancy associated with the residential located off of Old US HWY 1, the second point of access (southernmost portion of Street A), necessary portion of the southernmost roundabout and Street B shown shall be constructed. As a part of the non-residential development in Pod 3, the roundabout proposed on Kelly Road shall be constructed along with the portion of Street A tying back to the southernmost roundabout. Prior to time of the first certificate of occupancy associated with POD 3, as part of the development of POD 3, Street A will be complete the connection from Kelly Road and Old US HWY 1.

- **Off-Site Transportation Conditions:**

The project will also provide the following off-site transportation conditions:

All recommendations on state-maintained roadways are subject to NCDOT review and approval as part of the driveway permits and encroachment agreements. Build 2018 refers to the first plat of residential development. Build 2030 refers to the first plat of commercial development for POD 2 or POD 3 and does not include the development of POD 1, also identified as Build 2028, which is subject to separate recommendations set forth below. Please note that prior analysis and the original basis for build-out recommendations was based on a Build 2020 analysis. Internal Protected Storage Length (IPS) refers to the required minimum distance from the intersection along the proposed driveway or street before any full movement commercial driveway access or public street intersection will be allowed.

Developer shall provide right-of-way dedication along Kelly Road and Old US 1 based on a 100-foot right-of-way. Where Old US 1 abuts railroad right-of-way the developer shall be responsible for dedicating public right-of-way 70 feet from roadway centerline along the project frontage or as otherwise required to accommodate a 100-foot road right-of-way exclusive of railroad right-of-way.

Street 'A' and Street 'B' (including Kelly Road at Site Drive #4)

- Street 'A' shall be constructed as a 3-lane 38-foot curb and gutter street with 5-foot sidewalk on both sides on 62-foot public right-of-way.
- Street 'B' shall be constructed as a 2-lane 39'-foot curb and gutter street with on-street parking and 6-foot sidewalk on both sides on 53-foot public right-of-way.
- Residential driveway access shall not be permitted along Streets 'A' and 'B'.
- Prior to platting the 51st residential unit in the Residential area located adjacent to Old US 1, developer shall construct and dedicate as public Street 'A' from Site Drive #5 to the roundabout at Street 'B', roundabout serving Street 'A' at Street 'B', and Street 'B' from Site Drive #6/Pleasant Plains Road to the roundabout at Street 'A'.
- Prior to the first certificate of occupancy within POD 3, developer shall construct and dedicate as public Street 'A' from the roundabout at Street 'B' to Kelly Road at Site Drive #4 and construct a roundabout on Kelly Road at Site Drive #4. The roundabout will serve a 4-lane divided roadway to the north and 2-lane roadway to the south.
 - POD 1: Kelly Road Roundabout. Developer shall prepare a preliminary design and engineer's estimate for review and approval and dedicate right of way and construction easements for the future construction of a roundabout at the intersection of the site driveway, Kelly Road, and Street A as shown on the Town of Apex Thoroughfare and Collector Street Plan (the "Roundabout"). Prior to site plan final plat for POD 1, Developer shall pay a fee in lieu for eight percent (8%) of the estimated costs to design and construct the Roundabout.

Kelly Road at Olive Chapel Road

- Developer shall construct a 200-foot eastbound right turn lane and a 300-foot additional westbound left turn lane on Olive Chapel Road (with southbound receiving through lane on Kelly Road) for Build 2030.
- POD 1: Developer shall provide a preliminary plan and engineer's estimate for review and approval and pay a fee in lieu in the amount of 8% of the total estimated cost of the aforementioned improvements prior to site plan final plat in POD 1.

Kelly Road at Apex Barbecue Road

- Improvements have been completed by others satisfying the prior zoning requirements for a Build 2020 analysis including the following: construction of a 400-foot eastbound left turn lane, 350-foot westbound left turn lane, 350-foot northbound left turn lane, 150-foot northbound right turn lane, 350-foot southbound left turn lane, and 200-foot southbound right turn lane. No additional improvements are recommended for updated commercial build dates, Build 2028 (POD 1) and Build 2030 (PODS 2 & 3).

Kelly Road at Southwinds Run

Developer shall construct a 100-foot northbound left turn lane on Kelly Road, an additional (second) northbound through lane through the intersection to drop as a right turn at Site Drive #1, and begin an additional (second) southbound through lane immediately south of Southwinds Run for Build 2030.

Old US 1 at Kelly Road

- Developer shall construct a 100-foot westbound right turn lane on Old US 1 for Build 2018.
- Developer shall convert the intersection to right-in/right-out as well as construct an additional westbound through lane, beginning at the NC 540 Southbound off-ramp as a free-flow right turn exiting the ramp, along with a 200-foot westbound right turn lane on Old US 1 for Build 2030.

NC 540 Ramps at Old US 1

- Developer shall provide a free-flow right turn lane for the NC 540 Southbound off-ramp and additional receiving through lane continuing west to drop as a right turn at Site Drive #6 on Old US 1 for Build 2030.

Old US 1 at Pleasant Plains Road & Site Drive #6

- Developer shall construct Site Drive #6 with a through-right lane and a 200-foot left turn lane for Build 2018.
- Developer shall construct a 200-foot eastbound left turn lane and 200-foot westbound left turn lane on Old US 1 for Build 2018.
- Developer shall construct an additional westbound through lane on Old US 1 to drop as a right turn lane at Site Drive #6 for Build 2030.
- Developer shall construct an additional eastbound through lane on Old US 1 beginning 400 feet west of Site Drive #6 for Build 2030.

Kelly Road at Site Drive #1

- Developer shall construct Site Drive #1 as a right-in and right-out only providing 100 feet IPS and a 100-foot northbound right turn lane on Kelly Road for Build 2018.

- Developer shall construct an additional northbound through lane on Kelly Road to drop as a right turn lane at Site Drive #1 for Build 2030.

Kelly Road at Site Drive #2

- Developer shall construct Site Drive #2 as a right-in and right-out only providing 100 feet IPS for Build 2018.
- Developer shall construct an additional northbound through lane and an additional southbound through lane on Kelly Road at Site Drive #2 for Build 2030.

Kelly Road at Site Drive #3

- Developer shall construct Site Drive #3 with a 100-foot eastbound right turn lane and a 100-foot westbound right turn lane on the Site Drive #3 approaches adjacent to through-right lanes with 200 feet IPS for Build 2018.
- Developer shall construct 100-foot northbound and 100-foot southbound left turn lanes on Kelly Road for Build 2018.
- Developer shall construct an additional (second) southbound through lane and additional (second) northbound through lane on Kelly Road at Site Drive #3 for Build 2030.

Old US 1 at Site Drive #5

- Developer shall convert Site Drive #5 from a right-in/right-out to a signalized full-movement intersection with 200-foot dual southbound left turn lanes and a 200-foot southbound right turn lane providing 300 feet IPS providing connectivity to both the residential and commercial phases for Build 2030.
- Developer shall construct an additional (second) westbound through lane and add a 200-foot westbound right turn lane on Old US 1 for Build 2030.
- Developer shall construct a 300-foot eastbound left turn lane and an additional (second) eastbound through lane on Old US 1 dropping 1000 feet east of the intersection for Build 2030.

Construction of the preceding roadway infrastructure improvements shall not be required for the development of POD 1. Fee in lieu payments and additional right of way dedication where required for POD 1 are noted in the above sections where applicable. Development of POD 1 shall include the below roadway infrastructure improvements which shall be consistent with the Traffic Impact Analysis on file with the Town of Apex prepared by DRMP dated 1/30/2025 and the Town of Apex Transportation Plan. The road improvements shall be subject to Town of Apex and North Carolina Department of Transportation approval.

- *Kelly Road Widening.* Developer shall dedicate right of way for the length of the property's Kelly Road frontage, measured a minimum of 55 feet from the existing centerline of Kelly Road, and widen and improve Kelly Road for the length of the property's Kelly Road frontage based on an 84-foot back-to-back

curb and gutter 4-lane divided roadway with 5-foot sidewalks and 6-foot bike lanes in a 110-foot right of way.

- **Kelly Road and Site Driveway.** Developer shall construct:
 - the Site Driveway with a stop-controlled approach, one ingress lane, and one egress lane; and
 - a southbound left turn lane on Kelly Road with a minimum of 75 feet of storage.
- **Electric Charging Stations:**

Developer shall provide 2 charging stations, one within the residential and one within the non-residential for electric vehicles within the overall project. In addition to these committed stations, two additional charging stations will be installed as part of the overall project.
- **Water & Sewer Utilities:**

All **water and sanitary sewer** service will be provided by the developer and conform to the Town of Apex Public Works and Utilities Department requirements. Preliminary location and tie in points are shown on sheet C-3 and C-4 of the PUD plans. The water extension shown along Kelly Road to Old US HWY 1, alternatively, could be located through Pod – 3 Commercial and southernmost residential accomplishing the intent of the routing shown on sheet C-3 and C-4. The ultimate routing will be dictated by timing of commercial development, roadway construction internal to the site and timing commitment related to the extension. However, this will be coordinated with the Town of Apex at time of site plan and construction documents.

Developer to provide \$75,000 in escrow for use by the Westwinds community for insurance associated with community wells, for use in drilling new wells or to extend public water into the community as a primary or secondary water source. Ultimately, the well-related use of the funds will be determined by the Westwinds community. Land owners will be required to annex into the Town of Apex prior to making any connections to public water services provided by the Town.
- **Other Utilities:**

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

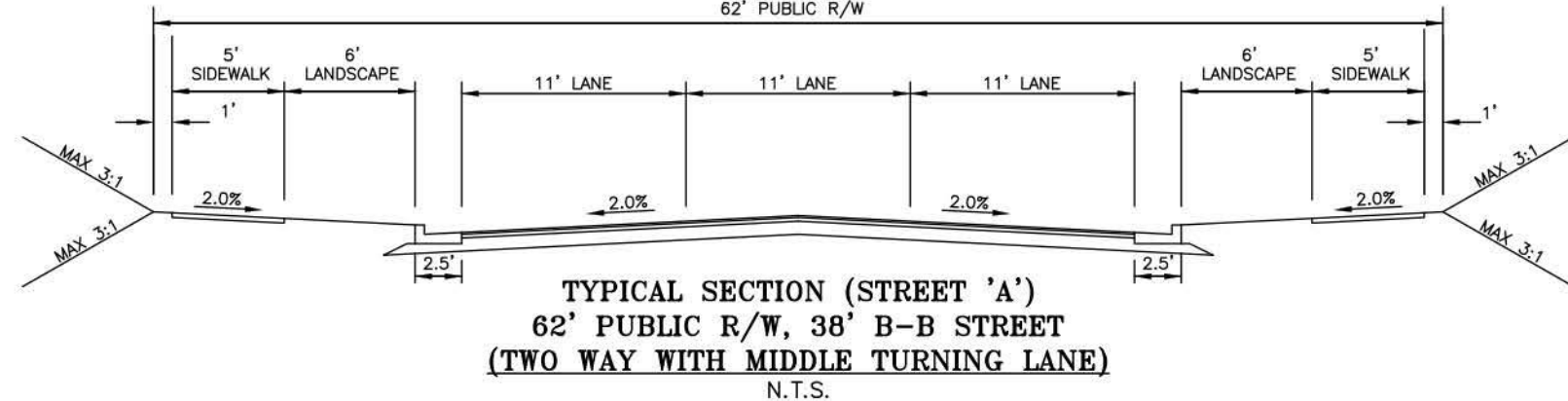
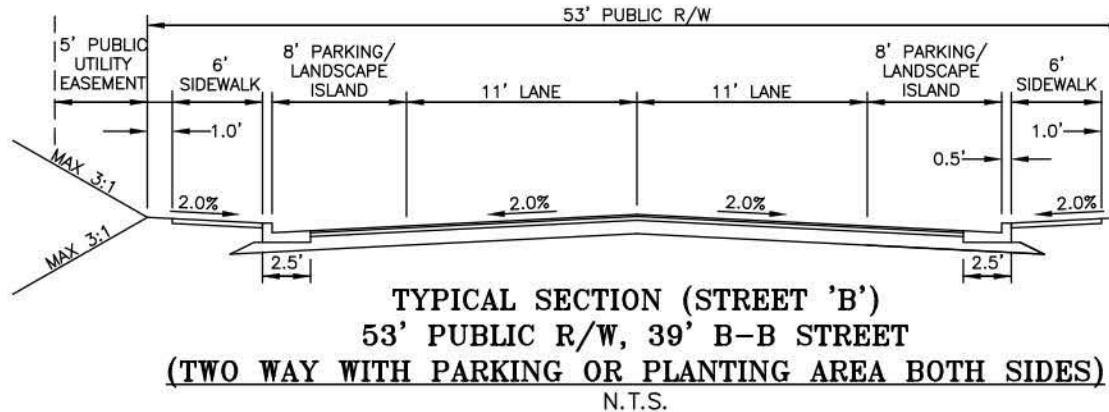
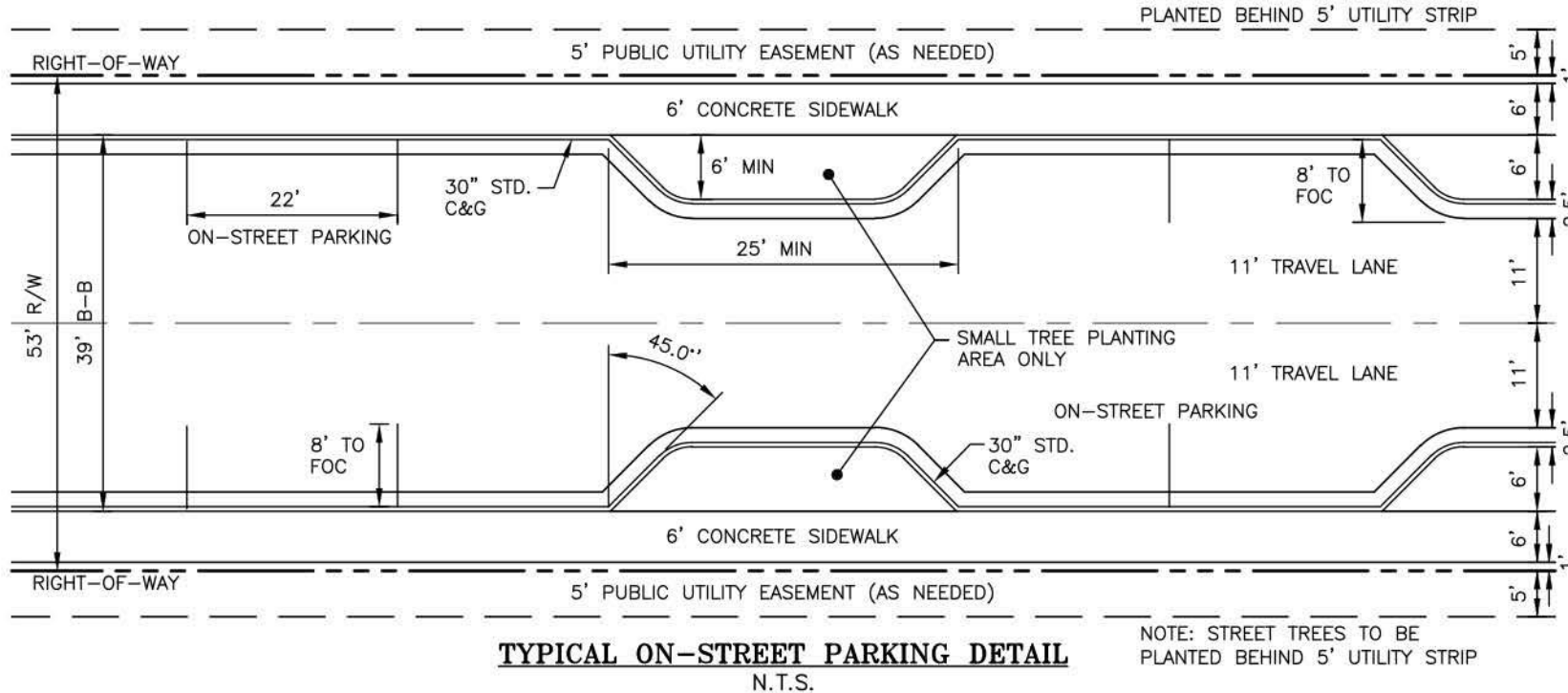
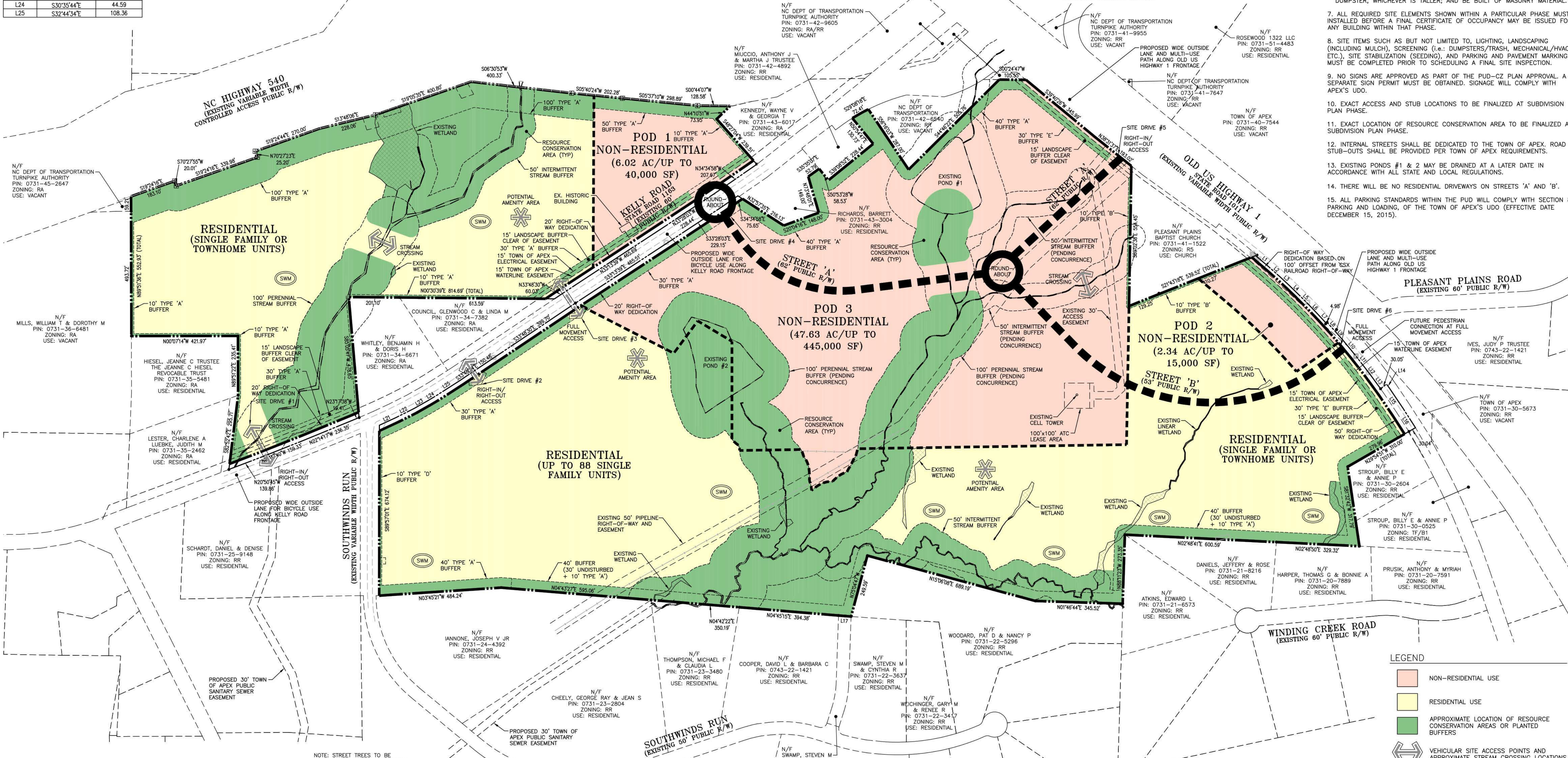
LINE	DIRECTION	DISTANCE
L1	S40°32'07"W	71.72
L2	S41°36'33"W	53.02
L3	S42°59'16"W	53.35
L4	S44°03'19"W	53.17
L5	S45°07'59"W	53.49
L6	S46°17'03"W	53.01
L7	S47°08'27"W	49.64
L8	S47°56'55"W	40.75
L9	S48°37'10"W	50.54
L10	S50°43'16"W	84.89
L11	S51°56'36"W	53.06
L12	S52°56'35"W	52.31
L13	S54°05'42"W	56.50
L14	S54°00'47"W	21.64
L15	S56°04'32"W	95.13
L16	S57°13'06"W	90.86
L17	N04°40'34"E	50.02
L21	S24°58'58"E	73.12
L22	S28°40'10"E	79.58
L23	S29°35'51"E	60.12
L24	S30°35'44"E	44.59
L25	S32°44'34"E	108.36

PHASING NOTES

1. THE PROPERTY WILL BE DEVELOPED IN UP TO 10 PHASES. THE TIMING AND AMOUNT OF PHASES WILL BE DEFINED AT THE TIME OF SITE PLAN REVIEW.
2. ACCESS POINTS ARE PRELIMINARY IN NATURE AND SUBJECT TO TOWN OF APEX AND NODOT REVIEW AT TIME OF SITE PLAN REVIEW.
3. LIMITS OF LAND DISTURBANCE WITHIN EACH PHASE TO BE FINALIZED AT SITE PLAN PHASE.
4. PUBLIC UTILITIES SHALL BE PROVIDED FOR EACH PHASE.
5. ROADWAY PHASING - PRIOR TO TIME OF THE FIFTY-FIRST PLATTED LOT ASSOCIATED WITH THE RESIDENTIAL LOCATED OFF OF OLD US HWY 1, THE SECOND POINT OF ACCESS (SOUTHERNMOST PORTION OF STREET 'A'), NECESSARY PORTION OF THE SOUTHERNMOST ROUNDABOUT AND STREET 'B' SHOWN SHALL BE CONSTRUCTED. AS A PART OF THE NON-RESIDENTIAL DEVELOPMENT IN POD 3, THE ROUNDABOUT PROPOSED ON KELLY ROAD SHALL BE CONSTRUCTED ALONG WITH THE PORTION OF STREET 'A' TYING BACK TO THE SOUTHERNMOST ROUNDABOUT. PRIOR TO TIME OF THE FIRST CERTIFICATE OF OCCUPANCY FOR ANY COMMERCIAL WITHIN POD 3, STREET 'A' WILL BE FULLY CONSTRUCTED, CONNECTING KELLY ROAD TO OLD US HWY 1.

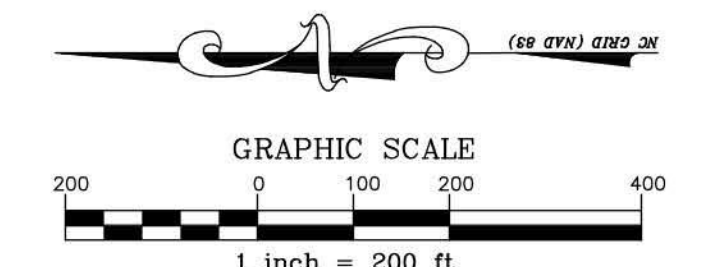
SITE NOTES

1. REFER TO PUD DOCUMENT FOR A COMPLETE LIST OF ALLOWABLE USES FOR EACH TRACT OR DEVELOPMENT AREA.
2. NO SITE DEVELOPMENT ACTIVITY INCLUDING BUT NOT LIMITED TO TESTING, CLEARING, INSTALLATION OF S&E MEASURES, OR GRADING, SHALL OCCUR UNTIL REQUIRED PROTECTION FENCING HAS BEEN INSTALLED AND INSPECTED. A PROTECTION FENCING INSTALLATION PERMIT MAY BE OBTAINED AT THE PLANNING DEPARTMENT OR BY CALLING 919-246-3426.
3. 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.).
4. ALL GRADING AND SUPPORT STRUCTURES ASSOCIATED WITH ANY RETAINING STRUCTURE SHALL NOT ENCRoACH INTO ANY REQUIRED BUFFER OR PROTECTED AREA (SUCH AS, BUT NOT LIMITED TO, RCA AND CRITICAL ROAD ZONES OF TREES, PUBLIC UTILITY EASEMENTS, AND RIGHTS-OF-WAY), AND SHALL BE CONTAINED ENTIRELY ON SITE.
5. 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.
6. THE SCREENING OF TRASH CONTAINERS (INCLUDING DUMPSTERS AND ROLL-OUT CARTS), OUTDOOR STORAGE, MECHANICAL AND HVAC EQUIPMENT, AND SIMILAR FACILITIES ON THE ROOF, ON THE GROUND, OR ON BUILDINGS SHALL MEET THE REQUIREMENTS FOUND IN SECTION 8.2.8 OF THE UNIFIED DEVELOPMENT ORDINANCE; SPECIFICALLY SCREENING MUST BE DONE SO THAT:
 - A. IT IS INCORPORATED INTO THE OVERALL DESIGN THEME OF THE BUILDING AND LANDSCAPE.
 - B. SCREENING MATERIALS ARE NOT DIFFERENT FROM OR INFERIOR TO THE PRINCIPAL MATERIALS OF THE BUILDING OR LANDSCAPE, AND ARE SIMILAR IN MATERIALS AND COLOR.
 - C. SCREENED ITEMS ARE OUT OF VIEW FROM ADJACENT PROPERTIES AND PUBLIC STREETS, AND A TOTALLY OPAQUE SCREEN IS ACHIEVED.
 - D. ANY GROUND-MOUNTED HVAC OR OTHER MECHANICAL OR UTILITY EQUIPMENT SIX-FOOT TALL OR HIGHER MUST BE FENCED AND LANDSCAPED.
 - E. DUMPSTER ENCLOSURES MUST MEET THE ABOVE REQUIREMENTS PLUS THEY MUST BE AT LEAST EIGHT-FOOT TALL OR THE HEIGHT OF THE DUMPSTER, WHICHEVER IS TALLER; AND BE BUILT OF MASONRY MATERIAL.
7. ALL REQUIRED SITE ELEMENTS SHOWN WITHIN A PARTICULAR PHASE MUST BE INSTALLED BEFORE A FINAL CERTIFICATE OF OCCUPANCY MAY BE ISSUED FOR ANY BUILDING WITHIN THAT PHASE.
8. SITE ITEMS SUCH AS BUT NOT LIMITED TO, LIGHTING, LANDSCAPING (INCLUDING MULCH), SCREENING (I.E.: DUMPSTERS/TRASH, MECHANICAL/HVAC, ETC.), SITE STABILIZATION (SEEDING), AND PARKING AND PAVEMENT MARKING MUST BE COMPLETED PRIOR TO SCHEDULING A FINAL SITE INSPECTION.
9. NO SIGNS ARE APPROVED AS PART OF THE PUD-CZ PLAN APPROVAL. A SEPARATE SIGN PERMIT MUST BE OBTAINED. SIGNAGE WILL COMPLY WITH APEX'S UDO.
10. EXACT ACCESS AND STUB LOCATIONS TO BE FINALIZED AT SUBDIVISION PLAN PHASE.
11. EXACT LOCATION OF RESOURCE CONSERVATION AREA TO BE FINALIZED AT SUBDIVISION PLAN PHASE.
12. INTERNAL STREETS SHALL BE DEDICATED TO THE TOWN OF APEX, ROAD STUB-OUTS SHALL BE PROVIDED PER TOWN OF APEX REQUIREMENTS.
13. EXISTING PONDS #1 & 2 MAY BE DRAINED AT A LATER DATE IN ACCORDANCE WITH ALL STATE AND LOCAL REGULATIONS.
14. THERE WILL BE NO RESIDENTIAL DRIVEWAYS ON STREETS 'A' AND 'B'.
15. ALL PARKING STANDARDS WITHIN THE PUD WILL COMPLY WITH SECTION 8.3, PARKING AND LOADING, OF THE TOWN OF APEX'S UDO (EFFECTIVE DATE DECEMBER 15, 2015).



- LEGEND**
- NON-RESIDENTIAL USE
 - RESIDENTIAL USE
 - APPROXIMATE LOCATION OF RESOURCE CONSERVATION AREAS OR PLANTED BUFFERS
 - VEHICULAR SITE ACCESS POINTS AND APPROXIMATE STREAM CROSSING LOCATIONS
 - POSSIBLE LOCATION OF AMENITY AREA (1 TOTAL ON SITE)
 - APPROXIMATE LOCATION OF STORMWATER MANAGEMENT FACILITY

NOTE: ALL ITEMS IN LEGEND OTHER THAN VEHICULAR SITE ACCESS POINTS ARE SHOWN CONCEPTUALLY. FINAL LOCATION OF AMENITIES, RCA, & STORMWATER MANAGEMENT FACILITIES WILL BE DETERMINED AT THE TIME OF SITE PLAN.



PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

THE JOHN R. MCADAMS COMPANY, INC.

2905 Meridian Parkway
Durham, North Carolina 27713
Phone: 919-246-3426
Fax: 919-246-3427
Email: info@mcadamsco.com

MCADAMS

REVISIONS:

NO.	DATE	DESCRIPTION
1	2020-06-12	PER TOWN OF APEX COMMENTS
2	2020-06-24	PER TOWN OF APEX COMMENTS

DEVELOPER:

STANLEY MARTINHOMES
4020 WESTCHASE BOULEVARD,
SUITE 190
RALEIGH, NC 27607

WEST VILLAGE
KELLY ROAD & OLD US HIGHWAY 1
APEX, NORTH CAROLINA

PRELIMINARY LAYOUT & PHASING PLAN

PROJECT NO.: ORL-15000

FILENAME: ORL15000-S1

DESIGNED BY: RCZ

DRAWN BY: RLU

SCALE: 1"=200'

DATE: 05-01-2020

SHEET NO.: C-2

MCADAMS

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 10, 2025

Item Details

Presenter(s): Captain Joseph Best

Department(s): Apex Police Department

Requested Motion

Motion to declare one (1) badge and (1) service weapon (Glock Model 17 9mm handgun, with S/N Serial Number XTA-803) as surplus property, set the price for such weapon to be \$1.00 (One Dollar); and, award the stated badge and service weapon to Retired Apex Senior Police Officer Mr. William Hotchkiss who retired from the Apex Police Department effective April 30, 2025

Approval Recommended?

Yes

Item Details

North Carolina General Statute 20-187.2(a) allows the governing body of a municipality to, upon request, declare as surplus the badge and side arm of a retiring police officer. The statute states that the badge is to be awarded at "no cost" to the retiring member and that the side arm be awarded "at a price determined by such governing body".

Apex Senior Police Officer Mr. William Hotchkiss retired from the Apex Police Department effective April 30, 2025, and has made a request to be awarded his badge and service handgun.

In recognition of his 11 years and 7 months of service in law enforcement to the Apex Police Department, Captain Joseph Best requests that one "Police Officer" badge and one handgun (described below) be declared "surplus", that the price for such handgun be set at \$1.00 (One Dollar) and that the badge and handgun be awarded to Retired Apex Police Officer Mr. William Hotchkiss

- Glock Model 17 9mm handgun, Serial Number XTA-803

Attachments

N/A



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 10, 2025

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to approve the Apex Tax Report dated May 14, 2025.

Approval Recommended?

Yes

Item Details

The Wake County Board of Commissioners, in regular session on June 2, 2025, approved and accepted the enclosed tax report for the Town of Apex, dated May 14, 2025 for the period of April 1, 2025 through April 30, 2025.

Attachments

- CN19-A1: Tax Report for April 2025





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

TEL 919 856 6180
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June 3, 2025

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 June 2, 2025, 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 blue ink that reads "Antoinette H. Womack".

Antoinette H. Womack
Deputy Clerk to the Board
Wake County Board of Commissioners

Enclosure(s)

WAKE COUNTY TAX ADMINISTRATION

04/01/2025 - 04/30/2025

DATE
05/14/2025
TIME
2:08:17 PM

Rebate Detail Report

APEX

REBATE NUM	PROPERTY	CITY	LATE	BILLED	TOTAL	PROCESS	ACCOUNT	TAX	YEAR	BILLING	OWNER
		TAG	LIST	INTEREST	REBATED	DATE	NUMBER	YEAR	FOR	TYPE	
BUSINESS ACCOUNTS											
918084	269.39	0.00	26.94	0.00	296.33	4/30/2025	0006704844	2024	2024	000000	BRUEPRINT BREWING COMPANY LLC
SUBTOTALS FOR BUSINESS ACCOUNTS		269.39	0.00	26.94	0.00	296.33	296.33	1 Properties Rebated			
BUSINESS REAL ESTATE ACCOUNTS											
915408	1,151.51	0.00	0.00	0.00	1,151.51	4/3/2025	0000234606	2024	2024	000000	VISION DRIVE PARTNERS LLC
915055	13,398.56	0.00	0.00	0.00	13,398.56	4/1/2025	0000458190	2024	2024	000000	BEE SAFE APEX LLC
915420	12,722.19	0.00	0.00	0.00	12,722.19	4/3/2025	0000258993	2024	2024	000000	PEAK PLAZA ASSOC LP LTD PTNRP
915060	3,395.35	0.00	0.00	0.00	3,395.35	4/1/2025	0000067241	2024	2024	000000	MOJAC 2 LLC
SUBTOTALS FOR BUSINESS REAL ESTATE ACCOUNTS		30,667.61	0.00	0.00	30,667.61	30,667.61	4 Properties Rebated				
INDIVIDUAL PROPERTY ACCOUNTS											
915904	56.62	30.00	0.00	0.00	86.62	4/8/2025	0007013069	2024	2023	000000	COSGROVE, LISA ROSE
915239	57.16	0.00	5.72	0.00	62.88	4/3/2025	0006884745	2023	2023	000000	YANAKA TRANSPORT SERVICES LLC
916365	47.34	0.00	0.00	0.00	47.34	4/11/2025	0007037533	2025	2024	000000	FORESTA, JOSEPH PAT
916862	202.92	30.00	0.00	0.00	232.92	4/22/2025	0007013906	2024	2023	000000	MEGAHID, HAITHAM MEGAHID HAMID
916861	119.40	30.00	0.00	0.00	149.40	4/16/2025	0007013764	2024	2023	000000	MEGAHID, HAITHAM MEGAHID HAMID
SUBTOTALS FOR INDIVIDUAL PROPERTY ACCOUNTS		483.44	90.00	5.72	579.16	579.16	5 Properties Rebated				

INDIVIDUAL REAL ESTATE ACCOUNT

916529	813.07	0.00	0.00	0.00	813.07	4/14/2025	0000225983	2024	2024	000000	SCOTT, ELIZABETH H
SUBTOTALS FOR INDIVIDUAL REAL ESTATE ACCOUNTS											
	813.07	0.00	0.00	0.00	813.07	813.07	1 Properties Rebated				
WILDLIFE BOAT ACCOUNTS											
917483	55.49	0.00	5.55	0.00	61.04	4/24/2025	0004212510	2023	2023	000000	HARR, MICHAEL WILLIAM
917487	276.37	0.00	27.64	0.00	304.01	4/24/2025	0004217852	2024	2024	000000	BORCHERT, EVAN I
917008	40.73	0.00	4.07	0.00	44.80	4/17/2025	0004212510	2024	2024	000000	HARR, MICHAEL WILLIAM
SUBTOTALS FOR WILDLIFE BOAT ACCOUNTS											
	372.59	0.00	37.26	0.00	409.85	409.85	3 Properties Rebated				
TOTAL REBATED FORAPEX											
	32,606.10	90.00	69.92	0.00	32,766.02	32,766.02	14 Properties Rebated for City				



"The Peak of Good Living"

TOWN OF APEX NORTH CAROLINA

Proclamation

Apex Pollinator Week 2025

from the Office of the Mayor

WHEREAS, Pollinators are indispensable to the growth and health of plants, flowers, food crops, and soils, and help communities thrive by providing natural beauty, clean air, and healthy food; and,

WHEREAS, Pollinator species include animals such as bees, wasps, flies, butterflies, moths, beetles, bats, and some birds and small mammals; and,

WHEREAS, National Pollinator Week has been observed since 2007 as an effort to recognize the important of pollinator species, and bring attention to the need for efforts to protect and sustain them; and,

WHEREAS, The Town of Apex has a long-standing commitment to ensuring our pollinator habitat can thrive and grow, through the signing of the Mayor's Monarch Pledge, Bee City USA Certification since 2020, and the creation of the Pollinator Habitat Certification Program to recognize those in our community that are contributing to the protection of pollinator species; and,

WHEREAS, The Town's Parks, Recreation, and Cultural Resources Department is proud to host its second annual Pollinator Week event, An Evening in the Garden, on June 26th, 2025 at Apex Nature Park, with a goal of further educating the public on the importance of pollination.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of Apex, North Carolina, do hereby proclaim the week of June 23rd – June 29th, 2025, "Apex Pollinator Week" in the Town of Apex, and encourage residents to learn more about the importance of pollinators and their role in making Apex healthy and beautiful.

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 June 2025

Jacques Gilbert, Mayor



"The Peak of Good Living"

TOWN OF APEX NORTH CAROLINA

Proclamation

Apex Public Works Week 2025

from the Office of the Mayor

WHEREAS, The Town of Apex's Public Works Department provides many invaluable services, including solid waste services, facilities and grounds maintenance, fleet vehicle upkeep, streets & signs maintenance, and more; and,

WHEREAS, These services enhance the quality of life for our residents, help ensure the town is clean and healthy, and allow town employees to do their jobs efficiently, comfortably, and without interruption; and,

WHEREAS, Apex Public Works has a broad portfolio of responsibility, including maintenance of 247 miles of town-owned roads and 266 miles of sidewalks, managing solid waste and yard waste services for nearly 25,000 homes, maintaining facilities and grounds at dozens of town locations, and performing inspections and repairs on over 400 town vehicles and 243 pieces of equipment; and,

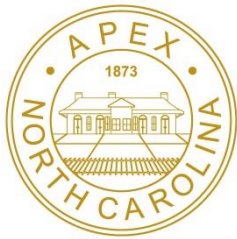
WHEREAS, National Public Works Week was celebrated from May 18-24, 2025, and its theme was "People, Purpose, Presence", highlighting the motivation Public Works employees use to serve their community every day; and,

WHEREAS, The Town of Apex is grateful to its Public Works Staff for the excellent work that they do and the dedication they show in the performance of all of their duties.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of Apex, North Carolina, do hereby proclaim the week of June 15th – June 21st, 2025, as "Apex Public Works Week" in the Town of Apex, and encourage residents to extend their gratitude to these civil servants who help keep our town beautiful.

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 June 2025

Jacques Gilbert, Mayor



"The Peak of Good Living"

TOWN OF APEX NORTH CAROLINA

Proclamation

Juneteenth 2025

from the Office of the Mayor

WHEREAS, Juneteenth stands as a historic milestone in our nation's journey toward freedom, recognizing the end of slavery for Black Americans in the United States, and provides an opportunity for communities to reflect on the struggles and triumphs of Black Americans; and,

WHEREAS, On January 1, 1863, President Abraham Lincoln issued the Emancipation Proclamation, setting in motion the end of slavery in the United States, and on June 19, 1865, Union General Gordon Granger announced General Order No. 3, proclaiming that all enslaved individuals were free; and,

WHEREAS, Juneteenth is the oldest Black-American holiday that observes and commemorates the day when a quarter of a million enslaved peoples learned of their freedom two and a half years after the signing of the Emancipation Proclamation; and,

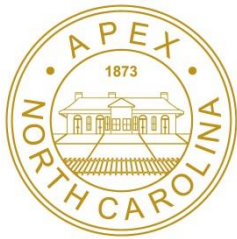
WHEREAS, Although slavery in the United States is in the past, civil rights and equality issues for Black-Americans still persist, and we are committed to efforts that ensure the progress that has been made only continues to move forward; and,

WHEREAS, The Town of Apex is proud to host our annual Juneteenth Festival, organized by the Apex Juneteenth Festival Committee, beginning at 11:00 a.m. on Saturday, June 21st at Town Hall Campus for a day full of celebrations, music, food, stories, and much more.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of Apex, North Carolina, do hereby proclaim the 19th day of June 2025 as "Juneteenth" in the Town of Apex, and encourage all residents to join in the celebration of freedom that Juneteenth represents, and continue our efforts to help make Apex a community that is a welcoming place where all have the opportunity to thrive.

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 June 2025

Jacques Gilbert, Mayor



"The Peak of Good Living"

TOWN OF APEX NORTH CAROLINA

Proclamation

LGBTQIA+ Pride Month 2025

from the Office of the Mayor

WHEREAS, LGBTQIA+ Pride Month is celebrated each June to acknowledge the Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, and Asexual community, and celebrate their lives and show them they are loved; and,

WHEREAS, This year marks the 56th Annual Pride Month Celebration, and through the years it has turned into a worldwide time of support and love for a community that has endured much hardship and persecution, both socially and criminally; and,

WHEREAS, The traditional Pride Flag has 6 colors, representing life, healing, sunlight, nature, serenity, and the spirit of the LGBTQIA+ community, and has been updated over the years to be more inclusive of different identities and sexual orientations; and,

WHEREAS, We affirm that LGBTQIA+ rights are human rights, and stand firmly opposed to any effort that seeks to undermine the tremendous amount of progress that has been made in the struggle for equal rights in our Nation; and,

WHEREAS, The Town of Apex invites all residents to join in celebration for our Annual Pride Festival hosted by Apex Pride on Saturday, June 14th, and experience the joy and fulfillment that can be found when people gather with love for each other and our community.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of Apex, North Carolina, do hereby proclaim the Month of June, 2025, as "LGBTQIA+ Pride Month" in the Town of Apex. As your Mayor, I remain committed to equal human rights for all residents and encourage everyone to have a sense of pride in being their authentic self, regardless of gender expression, and show love and respect to everyone!

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 June 2025

Jacques Gilbert, Mayor

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: June 10, 2025

Item Details

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

Department(s): Planning Department

Requested Motion

Receive as information an update regarding the Apex Transit Prioritization Study, including initial proposed staff recommendations, proposed public engagement activities for summer 2025, and timeline for project completion.

Approval Recommended?

Not applicable.

Item Details

Town Staff have been working on a study to identify the next steps for local transit service in Town following the launch of GoApex Route 1 and its complementary ADA paratransit service, GoApex Door to Door. This study is not intended to be a full Transit Plan for the Town but rather guide work in the next five years.

In 2024, staff conducted two public surveys - one onboard survey on GoApex Route 1 directed to riders, and one online survey open to the community. The surveys were intended to gather feedback and input on transit needs and desires. Following that, staff analyzed the survey and used the public feedback as well as other data to develop future routing concepts and project ideas, and have assigned them a draft priority order for implementation over the next few years.

Town Staff intend to follow this update with a public engagement period this summer to request feedback on the draft recommendations, and then present the final recommendations to Town Council in August for possible acceptance.

Attachments

- PR5-A1: PowerPoint Presentation - Apex Transit Prioritization Study Update





Apex Transit Prioritization Study Update

June 10th, 2025

Project Overview

- Purpose:
 - Develop priorities for the improvement/expansion of public transit services in Town in the near term (0-5 years)
- Primary Outcome:
 - List of prioritized recommendations, accepted by Town Council
- Secondary Outcome:
 - Implementation plan for project development, funding applications, etc.

Main Tasks

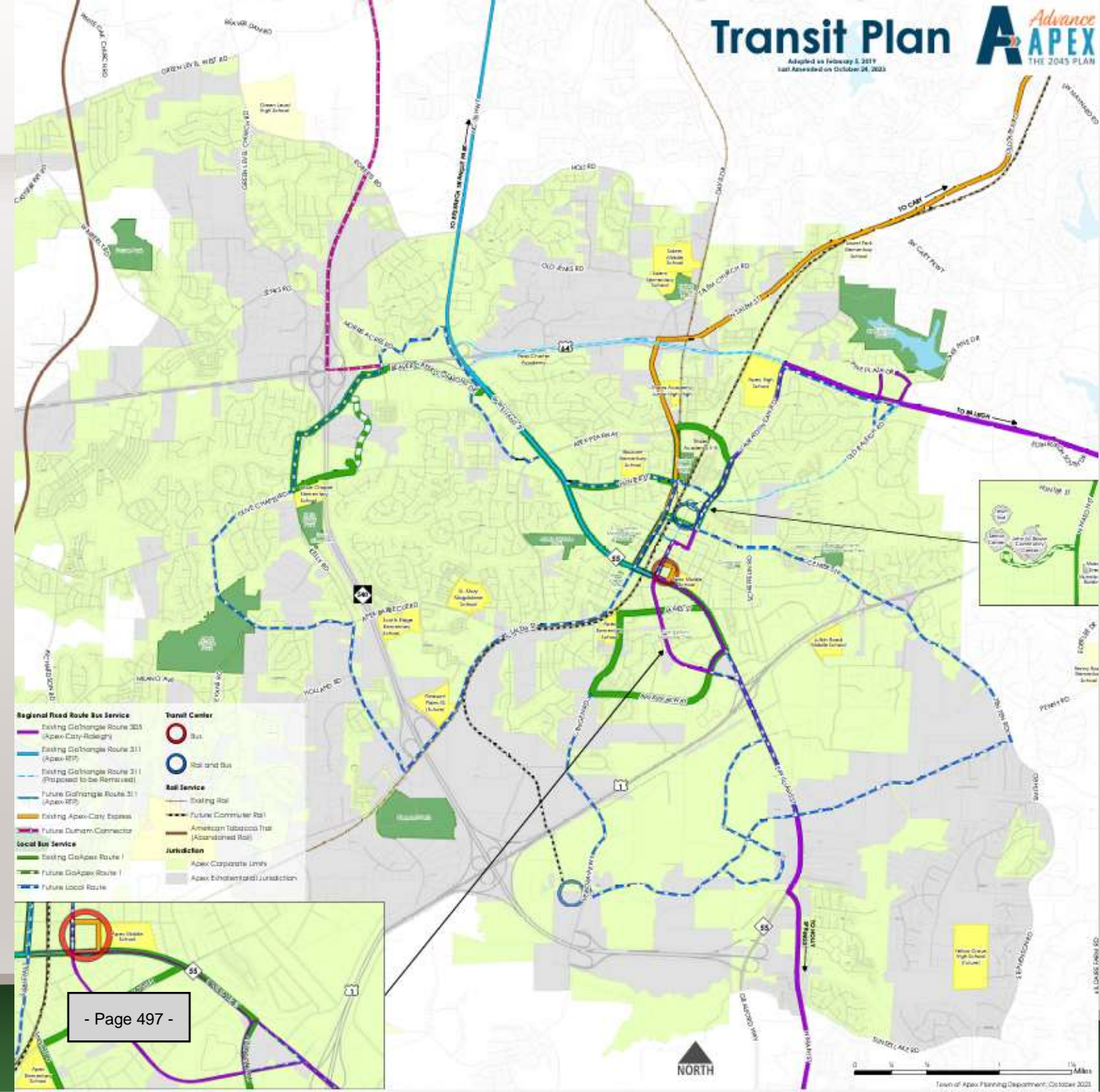
Review Existing
Plans

Gather Public
Feedback

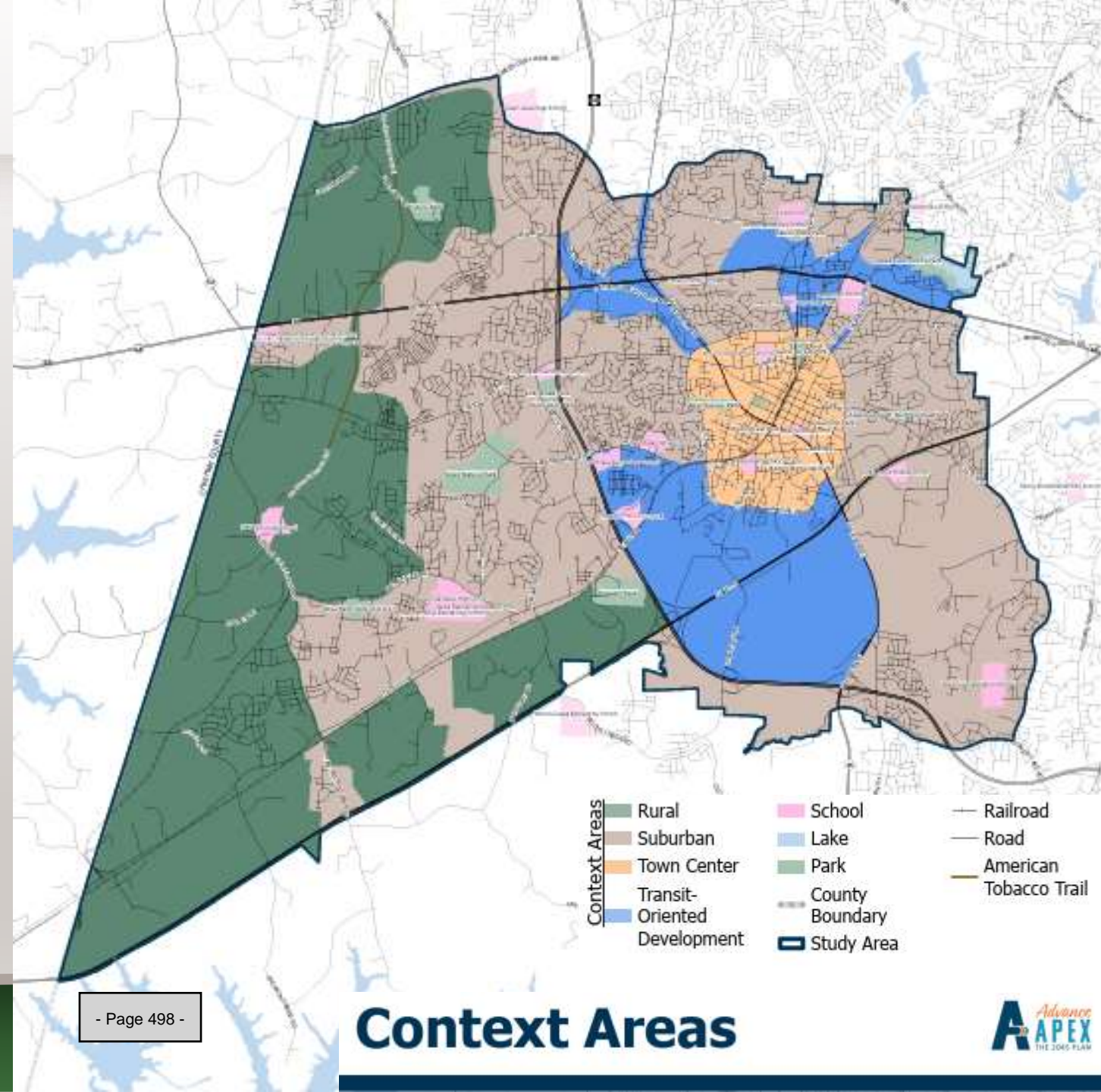
Analyze Options

Develop
Recommendations

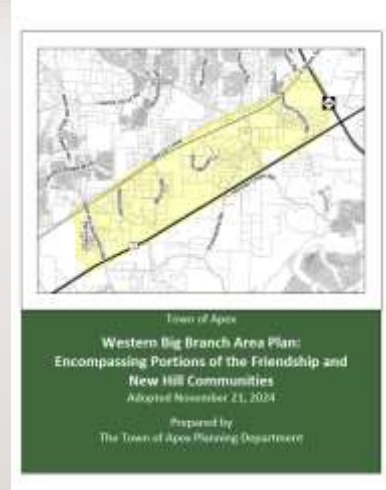
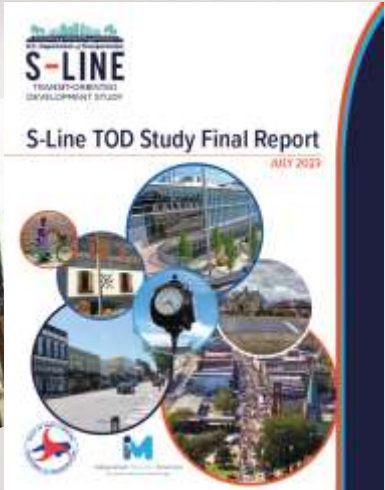
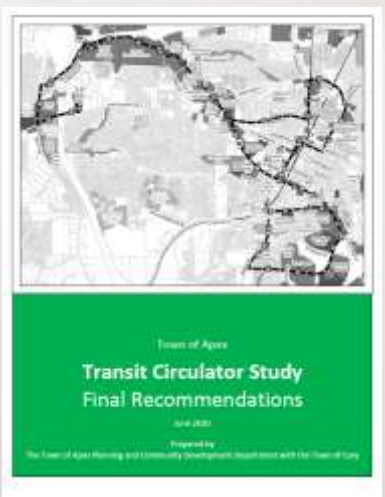
Existing Plans



Existing Plans



Existing Plans – Local and Regional



Gather Public Feedback



Online Survey

April-May 2024

Complete – 920 participants



Onboard Survey

May 2024

Complete – 41 participants



**Planned Public Comment
Period**

Summer 2025

To be completed

Staff also sought feedback from the Apex Transit Advisory Committee, as well as other Town staff and stakeholders

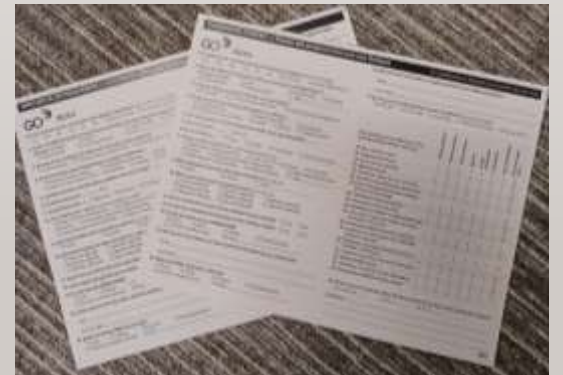
Gather Public Feedback – Online Survey

- Most preferred options for improvement/expansion:
 - tie for “Add a new local bus route” and “Increase frequency of service on GoApex Route 1”
 - Followed by “Complete improvements at GoApex bus stops” and “Increase span of service on GoApex Route 1 (nights/Sundays)”
- Most important destination:
 - Downtown
 - followed by retail areas with superstores, and parks
- Highest ranked target populations to serve:
 - Low-income residents
 - Seniors
 - People with disabilities
- Most important factors “required for me to consider riding”:
 - Feeling of safety and security at the bus stop
 - Feeling of safety and security in the vehicle
 - Safe and convenient walking path to the bus stop and destination
- Other important factors were:
 - Reliability/on-time service
 - Short distance from bus stop to home and destination
 - Frequent service (30 minutes or shorter)

Gather Public Feedback – Onboard Survey

Customer Usage

- 63% reported that they rode 4 or more days a week
- 64% reported their usual trip purpose was “work”
- 65% reported that they did not have a car available
- 37% reported transferring to GoCary and/or GoTriangle routes



Gather Public Feedback – Onboard Survey

Demographics

- 52% reported a household income under \$40,000
- 13% reported that they have a disability that prevents driving
- 11% reported using a language other than English at home (and 6 additional customers declined to take the survey due to limited English or Spanish proficiency)
- 27% reported being age 24 or younger (and several riders were not approached to take the survey as they appeared under age 18)
- 25% reported being age 59 or older

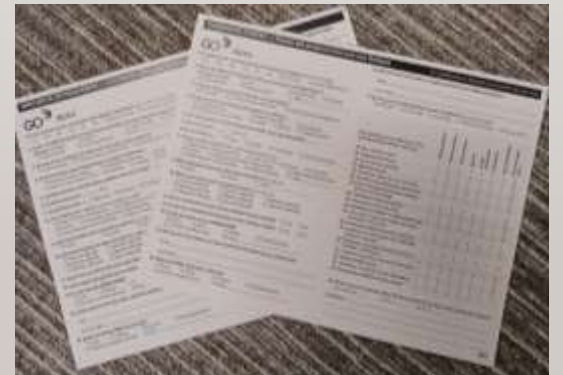


Figure 20 Customer Satisfaction - Three Levels

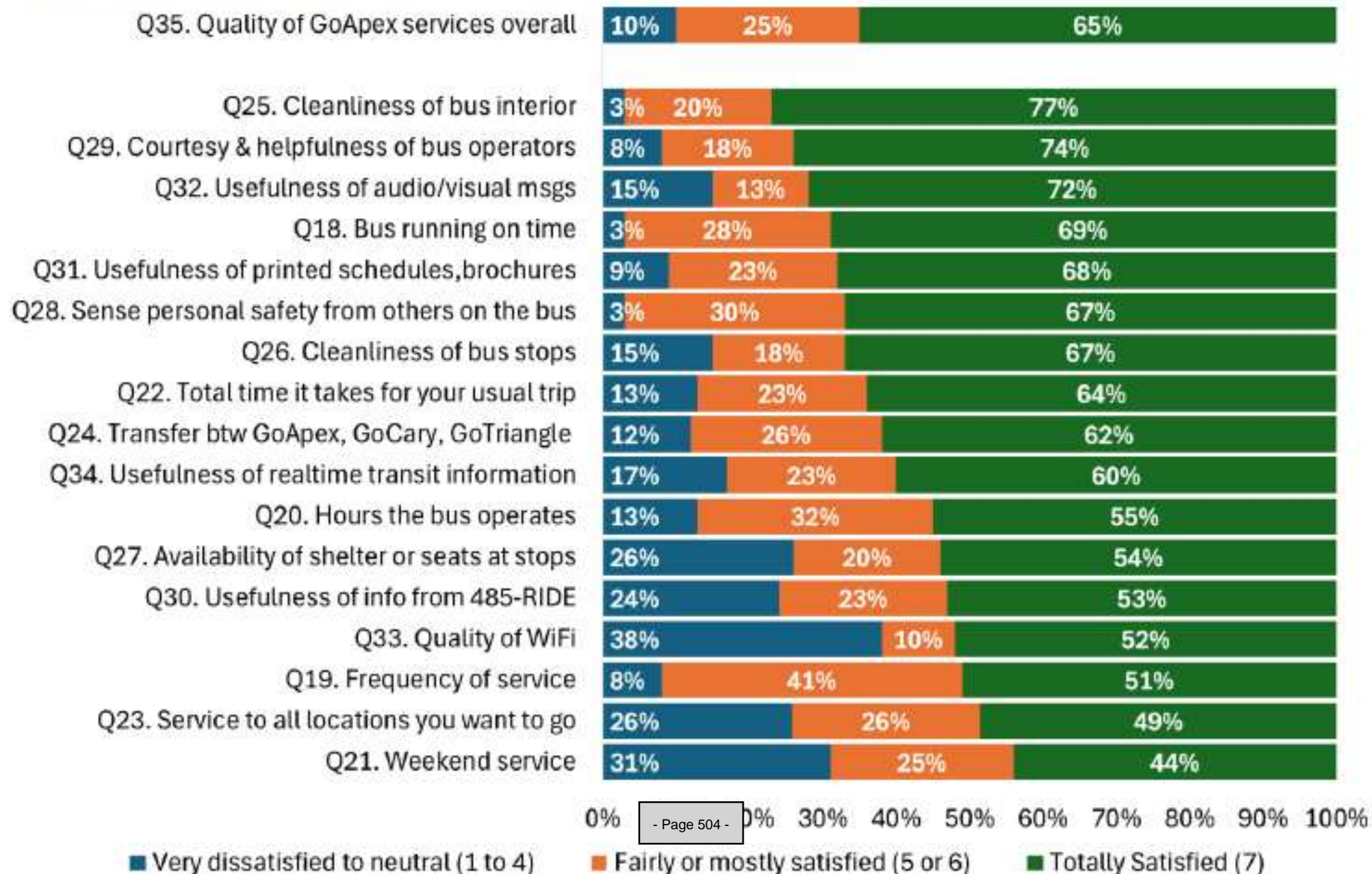
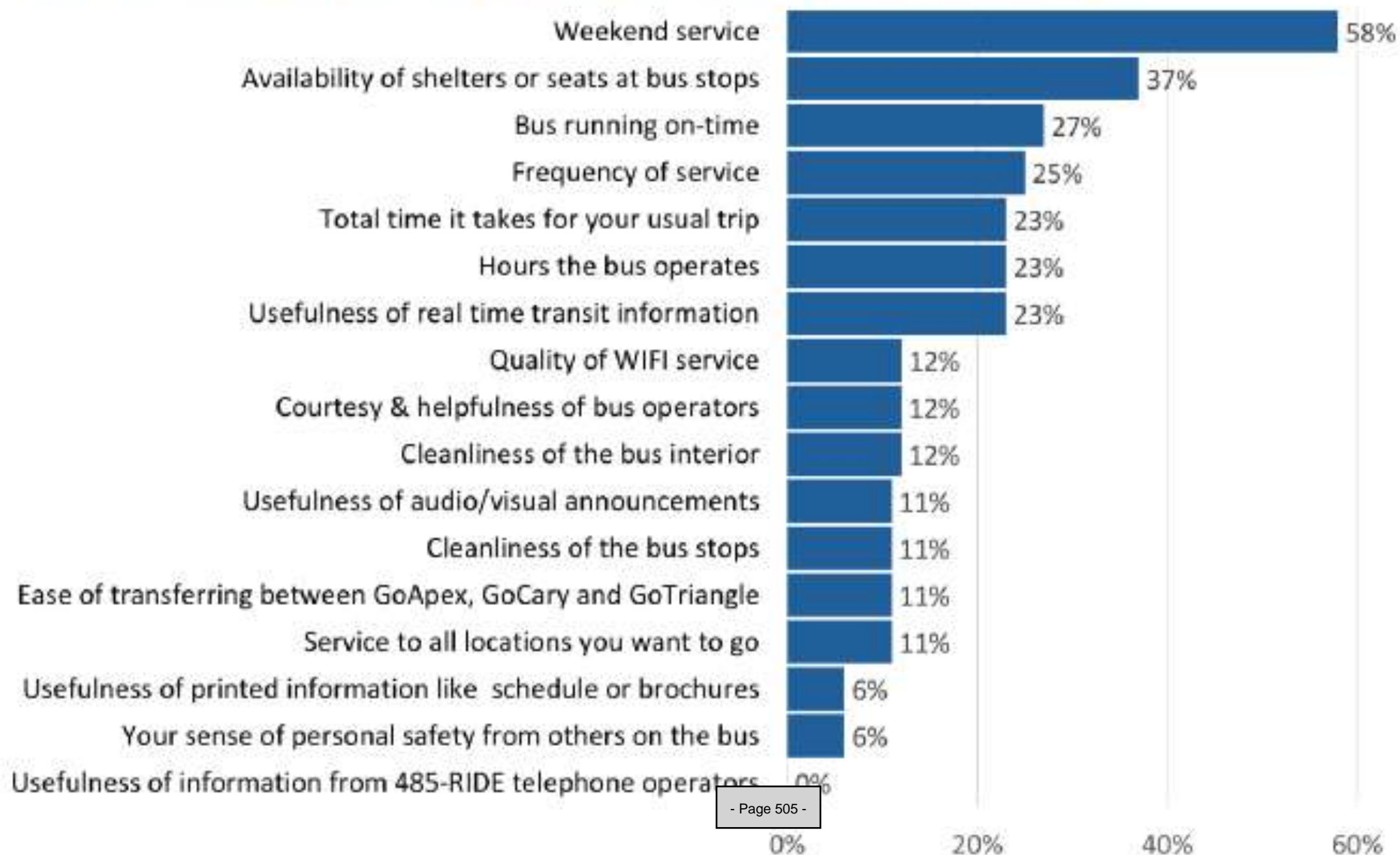


Figure 21 Which Aspect of Service Are Most Important to Improve?



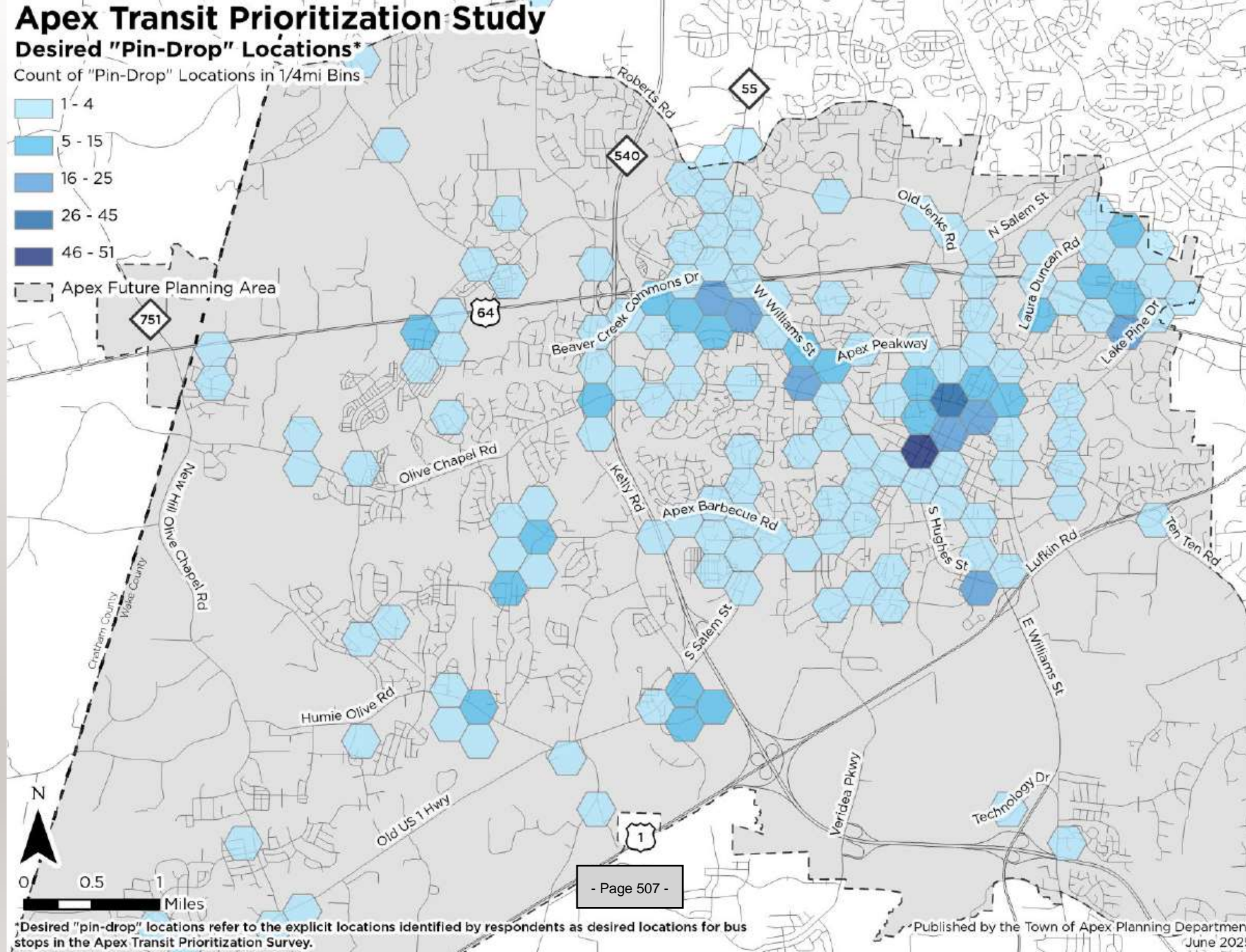
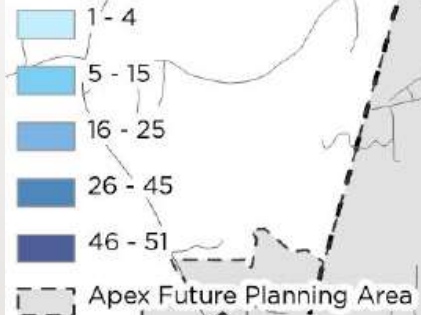
Analysis

- Along with the public feedback and planning context, Staff considered various qualitative and quantitative factors to develop initial routing options:
 - Key destinations
 - Jobs and population
 - Connectivity to regional transit
 - New bus stops needed
 - Run time/vehicles needed
 - Projected costs (high-level)
 - Logistical feasibility
- Based on those factors, Staff narrowed the options down to future fixed-route concepts, as well as other project recommendations

Apex Transit Prioritization Study

Desired "Pin-Drop" Locations*

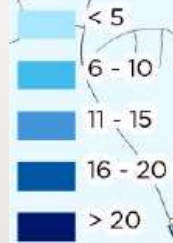
Count of "Pin-Drop" Locations in 1/4mi Bins



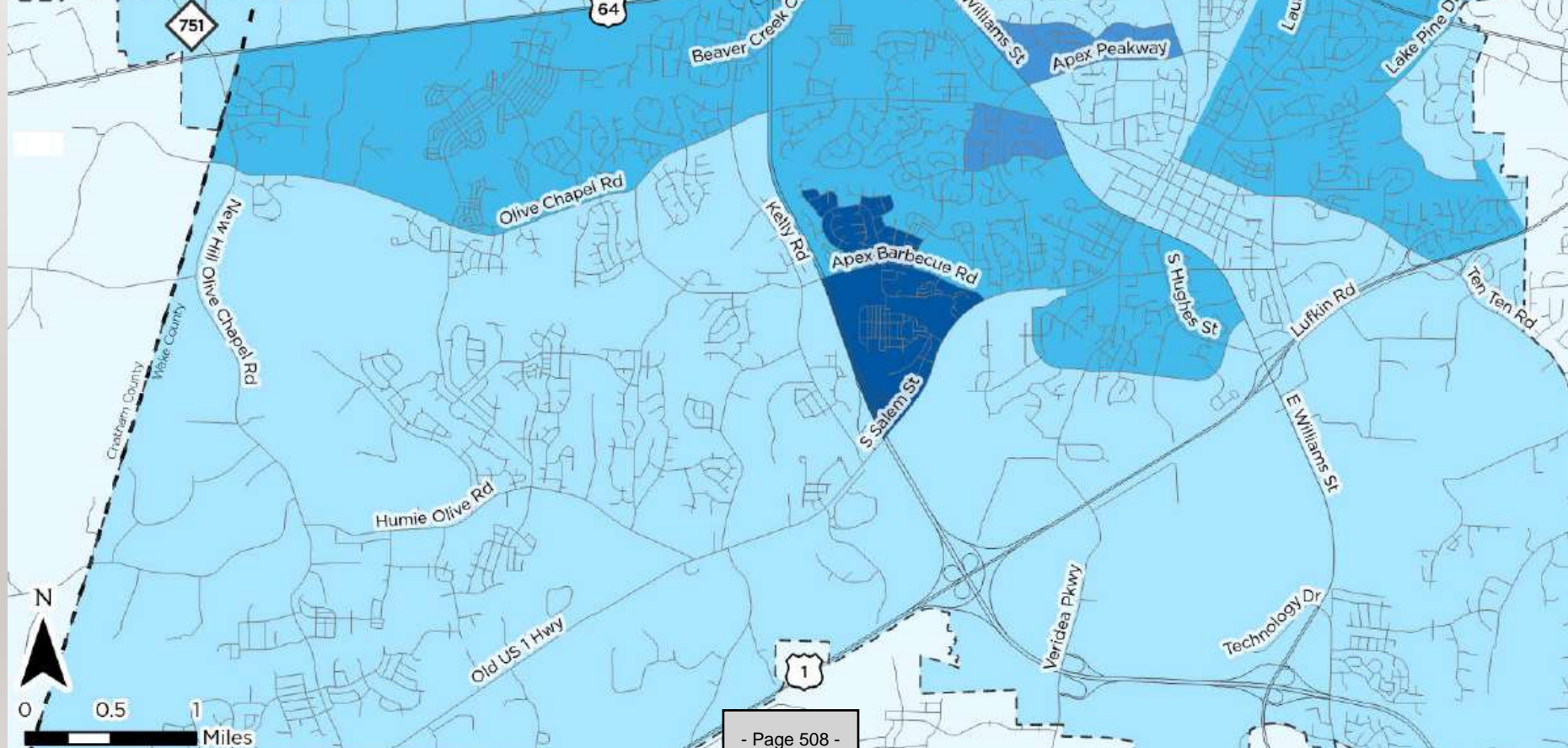
Apex Transit Prioritization Study

Projected Population* by Block Group

Projected Population* Per Acre
by Census Block Group



Apex Future Planning Area



Apex Transit Prioritization Study

Projected Jobs*

Projected Jobs* per Acre

< 5

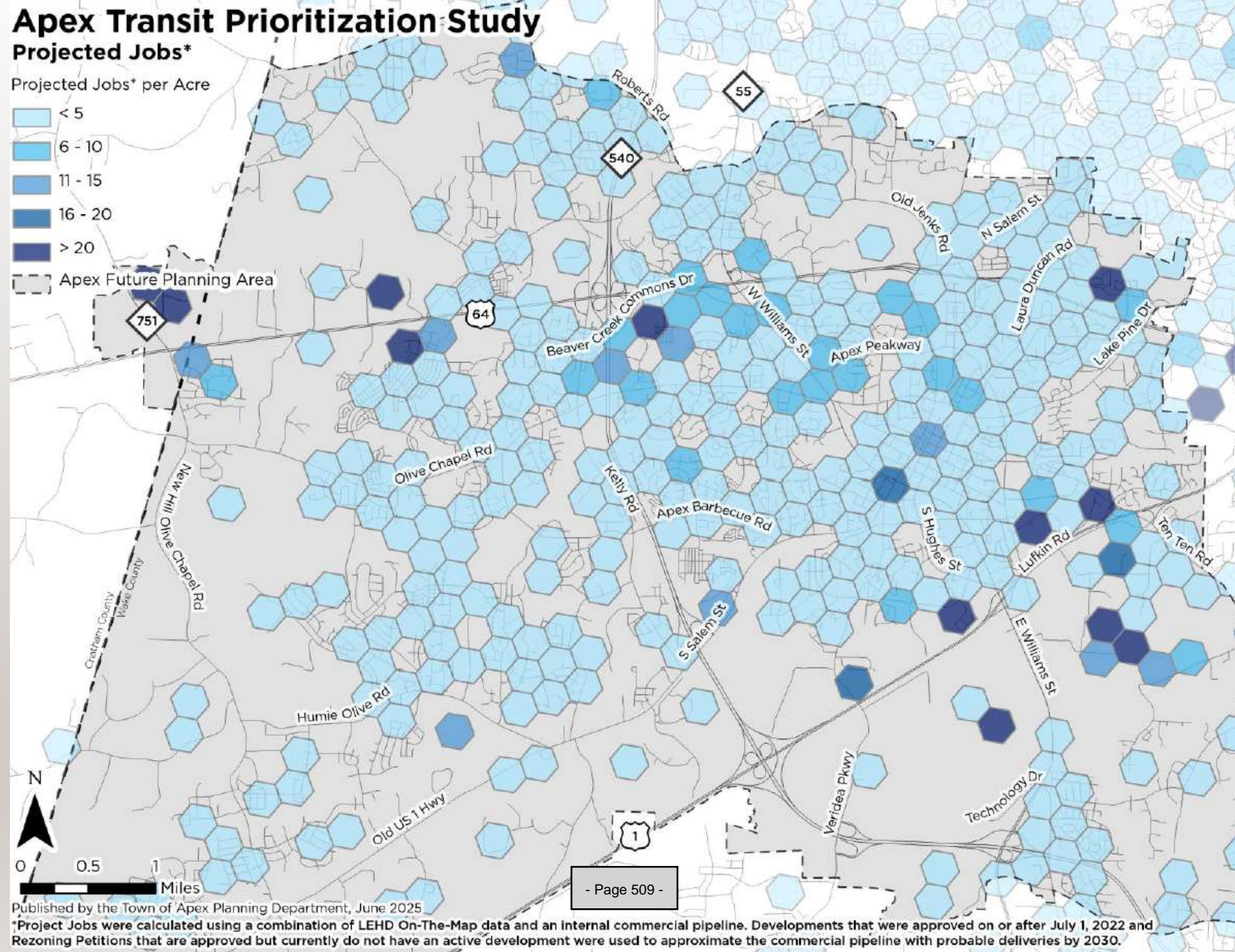
6 - 10

11 - 15

16 - 20

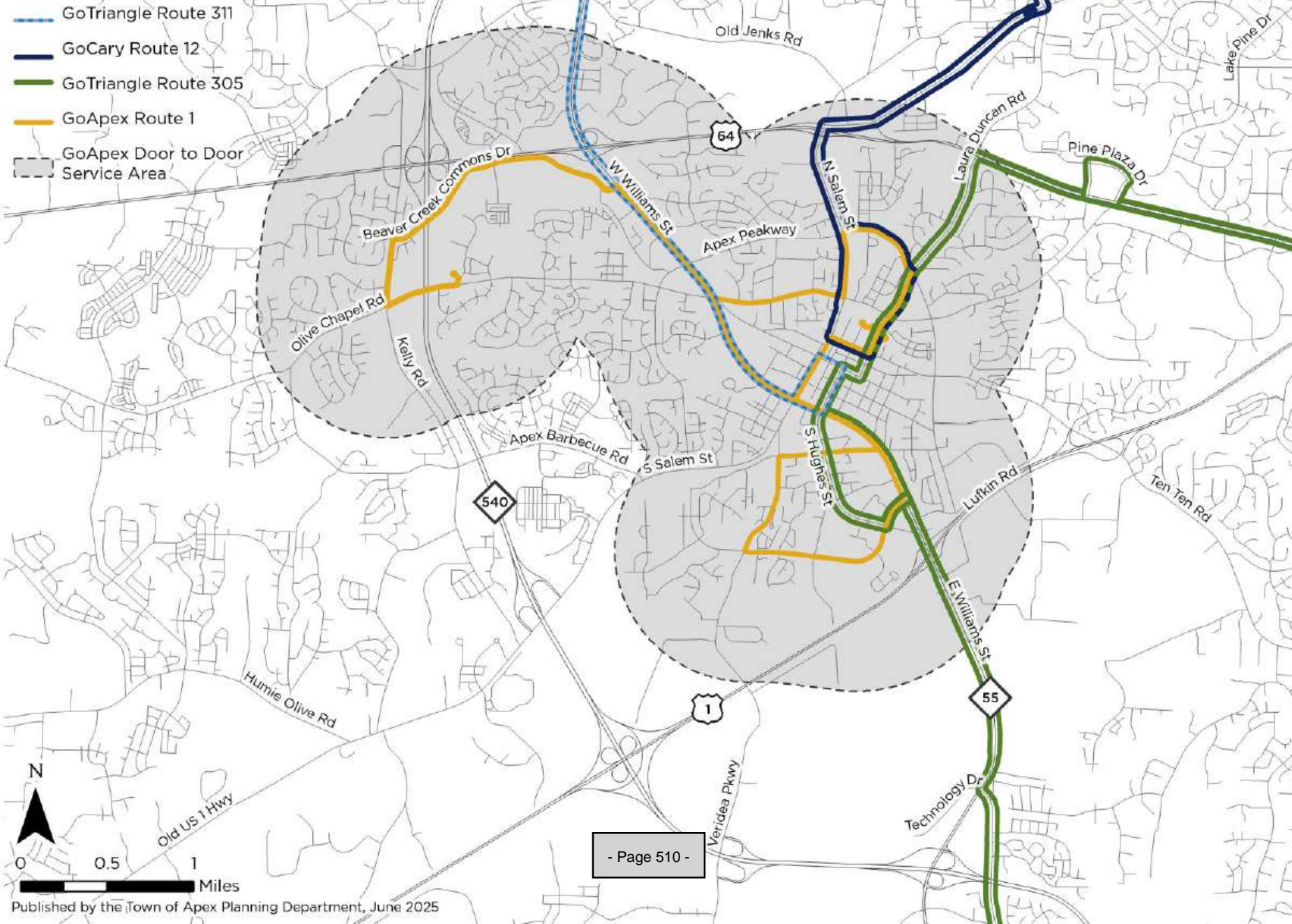
> 20

Apex Future Planning Area



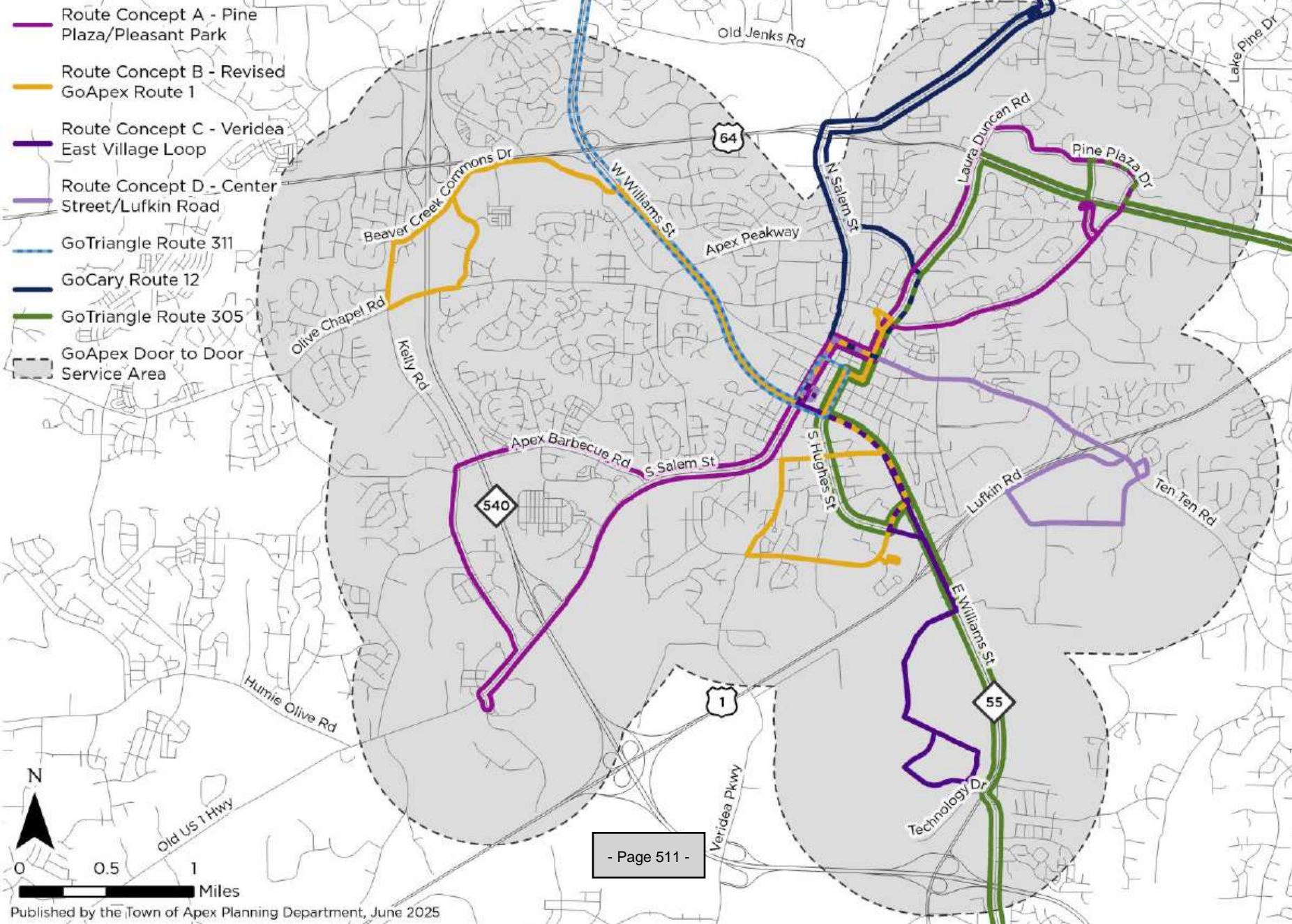
Apex Transit Prioritization Study

Expected Regional Transit Buildout through Fiscal Year 27



Apex Transit Prioritization Study

Proposed Routing Concepts and Expected Regional Transit Buildout through Fiscal Year 27



Apex Transit Prioritization Study

Route Concept A - Pine Plaza/Pleasant Park

Route Concept A - Pine Plaza/Pleasant Park

Route Concept B - Revised GoApex Route 1

Route Concept C - Veridea East Village Loop

Route Concept D - Center Street/Lufkin Road

GoTriangle Route 311

GoCary Route 12

GoTriangle Route 305

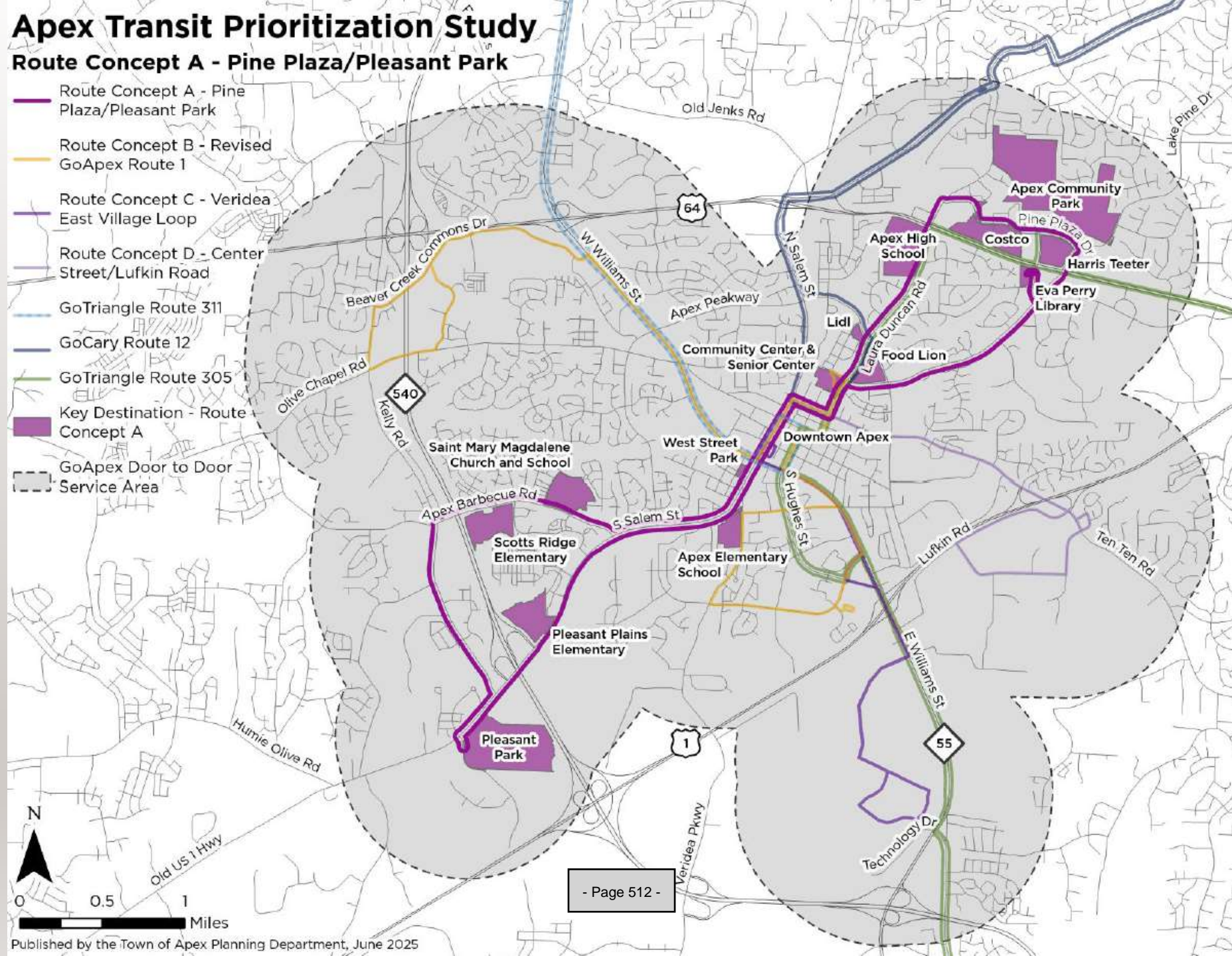
Key Destination - Route Concept A

GoApex Door to Door Service Area



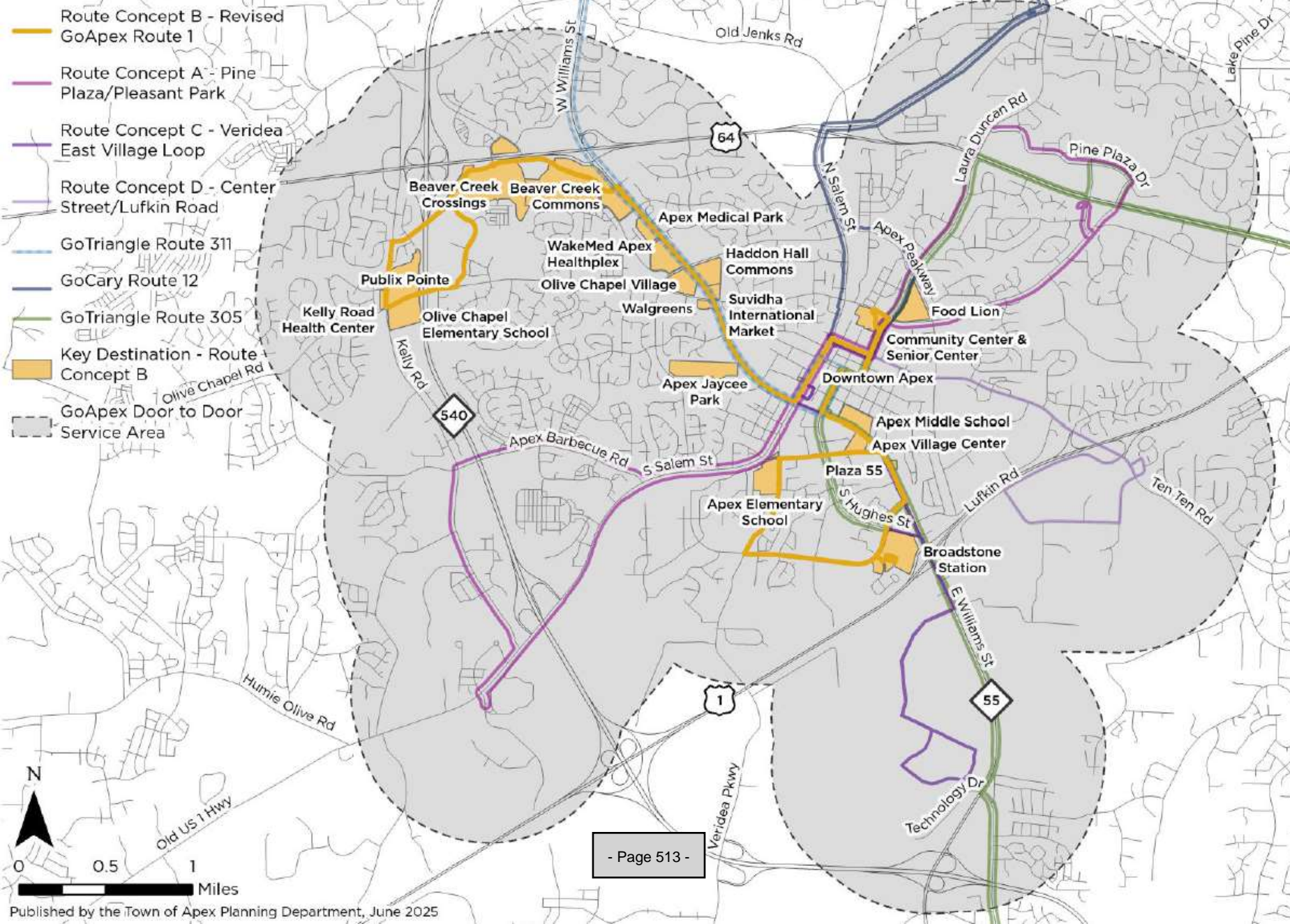
0 0.5 1 Miles

Published by the Town of Apex Planning Department, June 2025



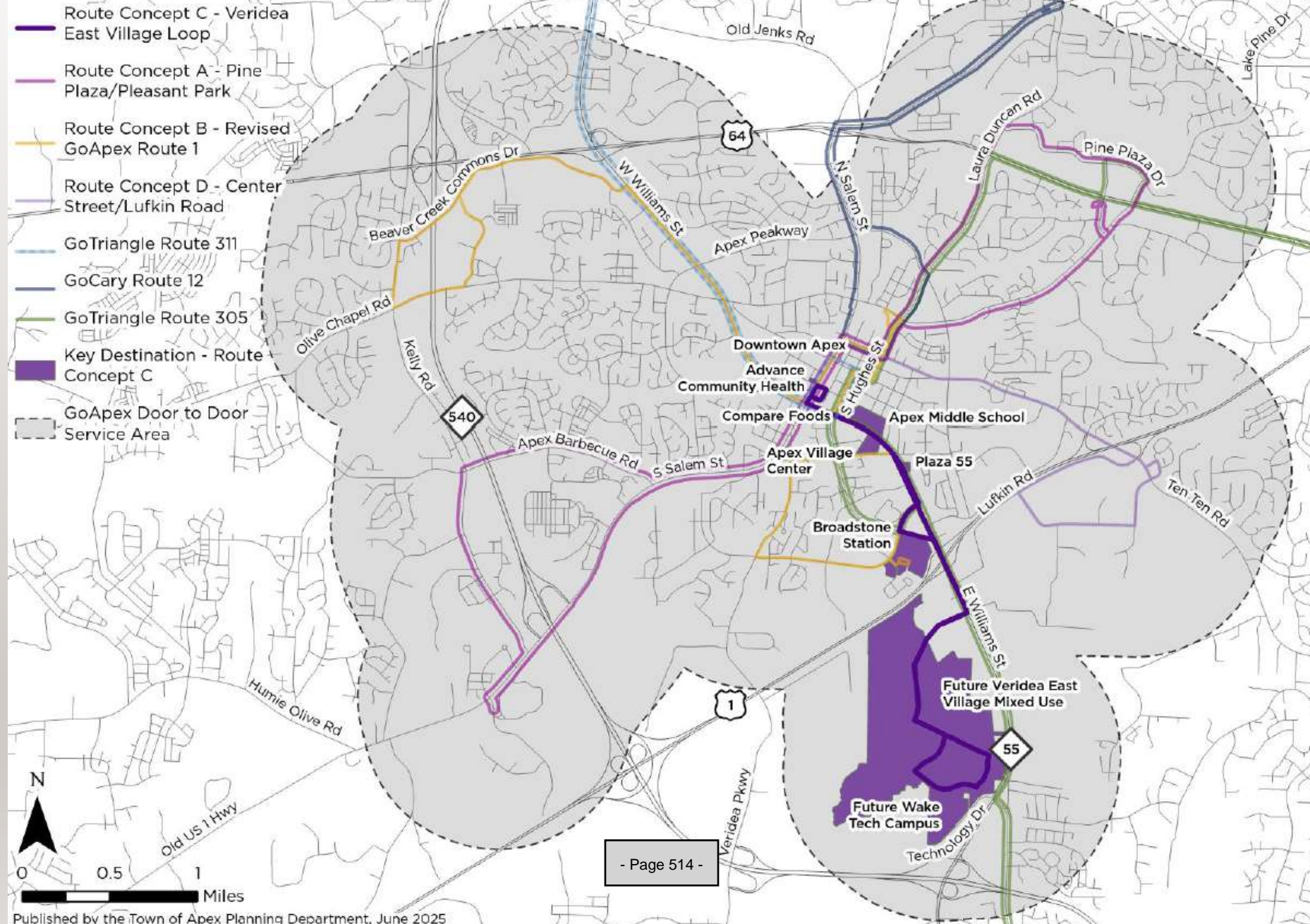
Apex Transit Prioritization Study

Route Concept B - Revised GoApex Route 1



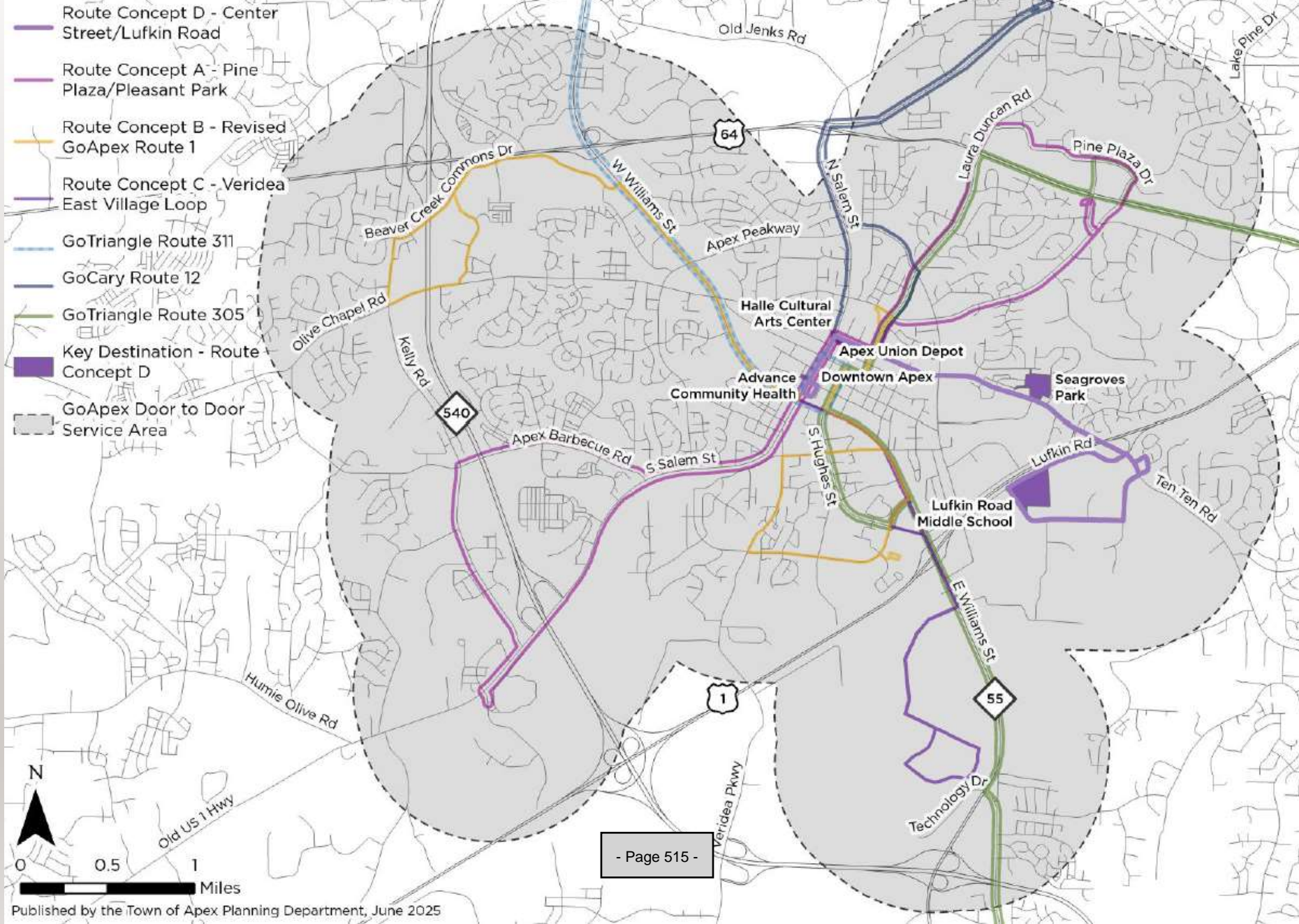
Apex Transit Prioritization Study

Route Concept C - Veridea East Village Loop



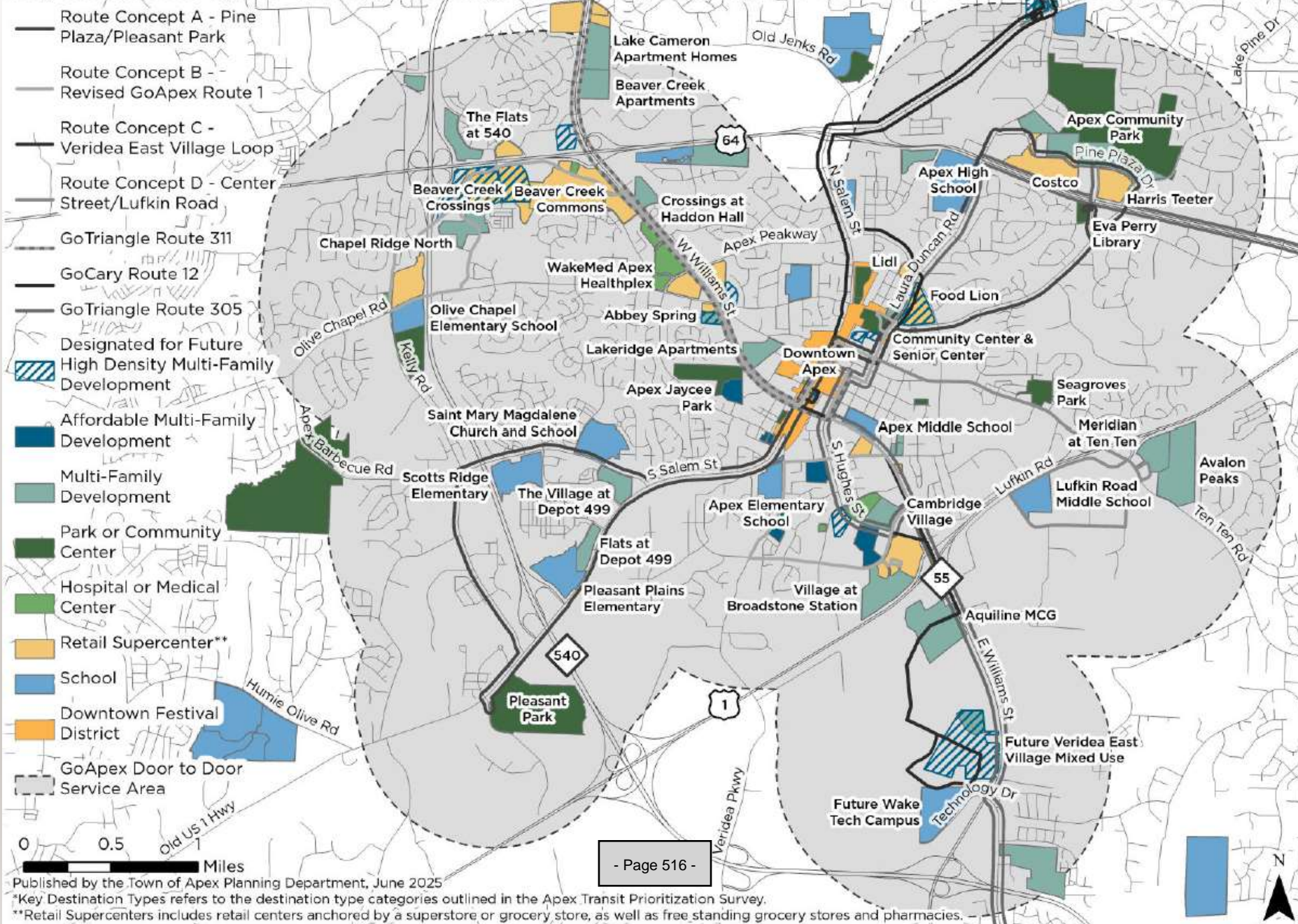
Apex Transit Prioritization Study

Route Concept D - Center Street/Lufkin Road



Apex Transit Prioritization Study

Key Destination Types* and High Density Multi-Family Housing Covered with Possible Transit Expansions



Published by the Town of Apex Planning Department, June 2025

*Key Destination Types refers to the destination type categories outlined in the Apex Transit Prioritization Survey.

**Retail Supercenters includes retail centers anchored by a superstore or grocery store, as well as free standing grocery stores and pharmacies.

Draft Staff Recommendations – Fixed Route Service Expansion

Order	Draft Recommendations – Fixed Route
1	Implement GoApex Route 1 expansion/improvements already recommended for funding in FY25 and FY26: <ul style="list-style-type: none">• Sunday service• Increased frequency Monday-Saturday• Continuing bus stop improvements
2	Implement a 2 nd fixed route (Pine Plaza/Pleasant Park), with the same frequency and span as GoApex Route 1
3	Revise existing GoApex Route 1 to provide better access to downtown, Walmart and Chapel Ridge Rd (each change could be implemented independently)
4	Implement a new fixed route to serve Veridea East Village area, timed with Western Wake Tech campus opening and mixed-use center development
5	Implement fixed route service along Center St to Lufkin Rd area

Draft Staff Recommendations – Other (Non-Fixed-Route Service, Capital Projects, and Planning)

Order	Recommendations – Other (Non-Fixed-Route Service, Capital Projects, and Planning)
1	Continue to support federally-required GoApex Door to Door complementary ADA service, and expand required service area as fixed-route service expands
2	Explore options to serve seniors and those with disabilities <i>outside</i> the federally-required GoApex Door to Door Service Area
3	Support Phase 1 of the proposed downtown Mobility Hub buildout – transit transfer area
4	Evaluate land use policies for transit-supportive development as part of Comprehensive Plan update
5	Investigate Transit Signal Prioritization in Town
6	Explore options to serve others <i>outside</i> the general fixed-route service area
7	Ongoing - Support improved pedestrian and bicycle connections to transit

Draft Implementation Plan

- Fixed Route Service Expansion requires a three-step process:
 1. (Year 1) Finalize routing, apply for grant funding, design bus stops
 2. (Year 2) Install Bus Stops
 - But may extend beyond one year, depending on property needs
 3. (Year 3) Start Operations
- Other Recommendations (Non-Fixed-Route Service, Capital Projects, and Planning) will also likely take multiple years to complete

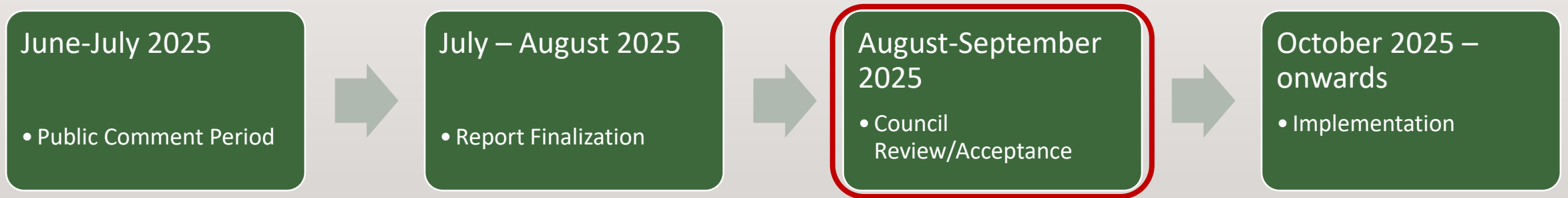
Note: the Town's Comprehensive Plan is expected to be updated during this implementation timeframe. Any updates to the overall transit vision in Town could impact the out-years of this implementation plan.

Tentative Implementation Timeline

Project Type	Service	FY26	FY27	FY28	FY29	FY30
Planning	Transit Plan Map	Present Updates				
Fixed-Route	2 nd Route – Pine Plaza/Pleasant Park	Grants, Service planning, Bus stop design	Bus Stop Installation*	Start service		
Fixed-Route	GoApex Route 1 Revisions	Grants, Service planning, Bus stop design	Bus Stop Installation*, Update Routing	Update Routing	Update Routing (cont'd)	
Fixed-Route	Veridea East Village Loop		Grants, Service planning, Bus stop design	Bus Stop Installation*	Start service	
Fixed Route	Center/Lufkin Loop		Grants, Service planning, Bus stop design		Bus Stop Installation*	Start service
Planning	Explore options for seniors and those with disabilities	Internal research	Tentative: Conduct study	Tentative: Implementation		
Planning	Investigate Transit Signal Prioritization	Internal research	Tentative: Conduct study	Tentative: Implementation		

*Bus Stop Installation projects could take more than one year, depending on property needs

Next Steps



Questions/Comments?

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: June 10, 2025

Item Details

Presenter(s): B. Lamont Taylor, Housing Services Manager

Department(s): Community Development & Neighborhood Connections (CDNC)

Requested Motions

Motion to adopt the amended Town of Apex Housing Plan.

Approval Recommended?

Yes

Item Details

In 2021, Town Council adopted the [Town of Apex Affordable Housing Plan](#) to establish a clear vision, set strategic goals, and develop a long-term approach for increasing affordable housing in Apex. The plan analyzed local housing needs and trends and provided a framework of actionable recommendations. Developed with public input and guided by a dedicated Steering Committee, it outlined specific steps to address the community's affordable housing challenges. Recognizing ongoing changes that continue to affect housing affordability, the plan has since been updated and presented for adoption by the Town Council. While the original goals from the 2021 plan remain central, the update incorporates a reassessment of current market conditions to better inform the Town's policies and funding strategies aimed at improving housing affordability going forward.

During the Town Council Meeting, there will be a presentation by CommunityScale, the consulting firm selected to update the Plan. Staff recommends that Town Council adopt the Apex Housing Plan Update. Additional information is included in the agenda materials.

Attachments

- NB1-A1: Staff Presentation - Apex Affordable Housing Plan



Housing Plan Update

Town of Apex | 2025



 CommunityScale

 ARCADIS

Housing Plan Update Town of Apex

This plan was crafted by the community, and these organizations:



The Town of Apex **Community Development and Neighborhood Connections Department** works to provide services that ensure a welcoming community with engaged residents, quality neighborhoods, and housing choices for everyone who desires to live in Apex.



CommunityScale is an urban planning consultancy focused on helping communities across the country improve equity, economic mobility, and housing attainability. CommunityScale provides a range of services and analytics products designed to help our clients make more informed and targeted decisions around policy and investment, from development opportunity assessments to zoning reviews to housing needs assessments. The firm's clients include municipalities, counties, regional planning agencies, and developers located across the country.

Arcadis led the in-person community engagement process with leadership from its Placemaking team. At Arcadis Placemaking, we shape a future where cities and communities thrive through human-centric, sustainable, innovative, technology-led and nature-integrated design solutions.

Published June 2025

Visit the [project dashboard](#) for additional information.

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OVERVIEW

The purpose of this planning effort

Apex completed its last Affordable Housing Plan in 2021. This effort is intended to build on previous planning in the following ways:

- Update market and need assessments to reflect ongoing growth and change in Apex and the broader region since the pandemic.
- Document policy implementation successes since the previous plan and introduce new ideas and strategies to continue this progress.
- Help inform how the Town can most efficiently and effectively utilize new housing resources and funding.
- Rekindle a community conversation around housing affordability and development priorities.

Goals for this study:

Update the 2021 Affordable Housing Plan

Introduce new strategies to address affordability challenges

Help inform Town's direct investments in attainable housing production

Convene a community conversation around housing needs and priorities in Apex

OVERVIEW

The sections of this report

This report documents the plan's key findings, engagement activities, and recommendations across the following sections:

- **Key findings:** Compilation of the most significant findings and outcomes from the planning process.
- **Engagement overview:** Results from the multi-stage stakeholder and resident engagement process.
- **Strategic framework and implementation:** Recommendations and next steps to promote housing attainability in Apex over the coming years.
- **Appendix:** Compilation of supporting reports and analyses that underpin much of the Housing Plan Update's findings, engagement, and recommendations.





KEY INDICATORS

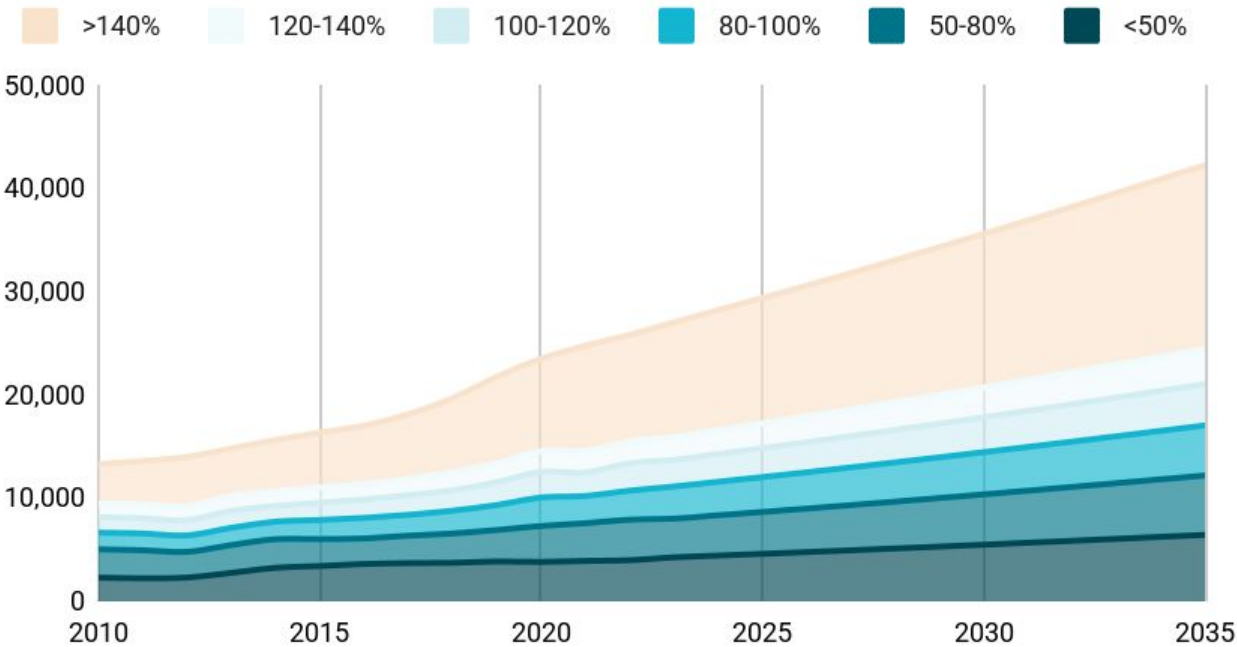
Apex is projected to continue its rapid growth through the next decade.

Source: 2023 ACS 5-Year, CommunityScale, Town of Apex

Apex’s household population has been growing rapidly over the past decade and is on track to continue doing so.

In terms of relative incomes, growth is expected at all levels with the largest absolute increase within the >140% AMI group.

Growth trends and projection by income level

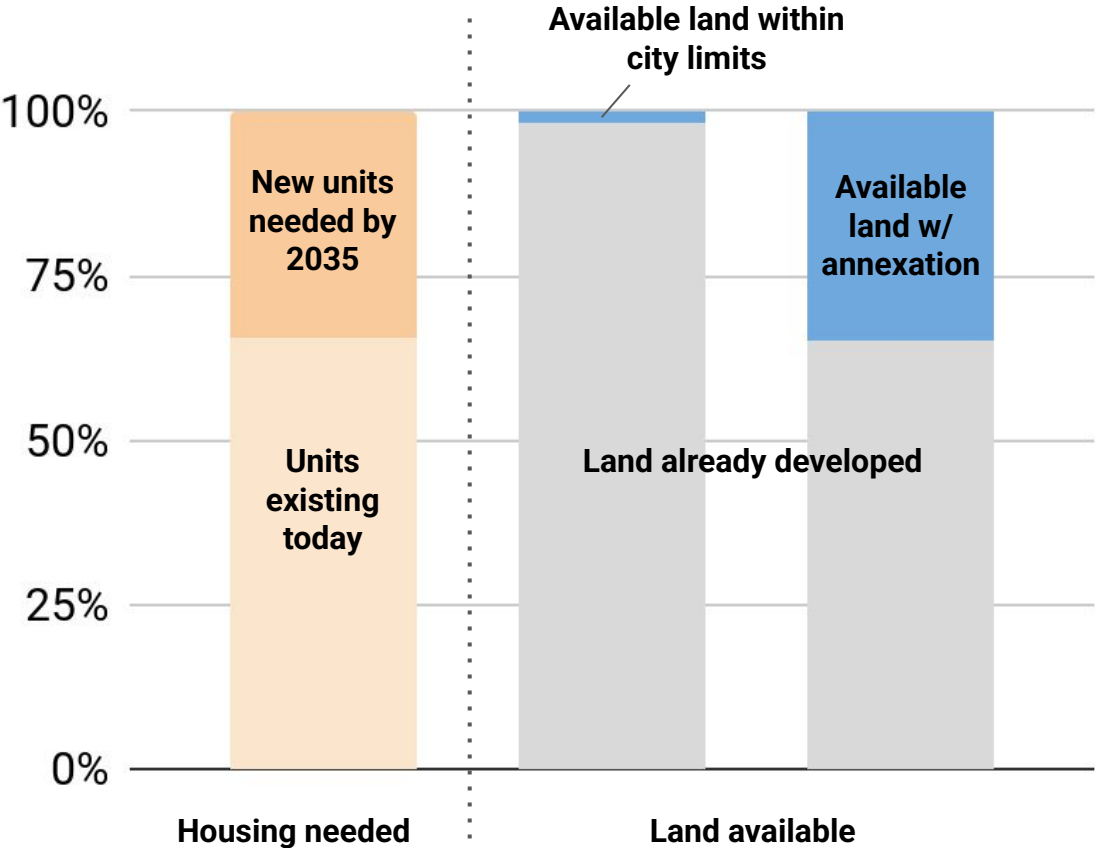


KEY INDICATORS

Apex needs about 13,100 new units to keep up with growth but does not have much land left for housing.

Sources: Census ACS 2023 5-Year; CommunityScale, Town of Apex; Land inventory as of March 4, 2025

Apex’s ongoing rapid growth translates to a projected need for over 13,000 units during the next decade. Even factoring potential annexation, there is a diminishing amount of land available for this growth, requiring more units on fewer acres moving forward to keep up.



KEY INDICATORS

Denser housing translates to lower prices, motivated developers, and higher tax revenue.

From a fiscal point of view, building denser housing is a win-win-win for homeowners, developers, and the municipal budget:

- Especially given the high cost of land in Apex, smaller lots accommodating somewhat smaller homes drives down the per home sale price for homeowners.
- Denser housing translates to higher profits for developers, implying they would be willing to shift to denser housing types if allowed and encouraged by town government and residents.
- More homes per acre translates to higher assessed value per acre, increasing tax revenue.

Based on conversations with local homebuilders, the lot width is the key driver of housing density.

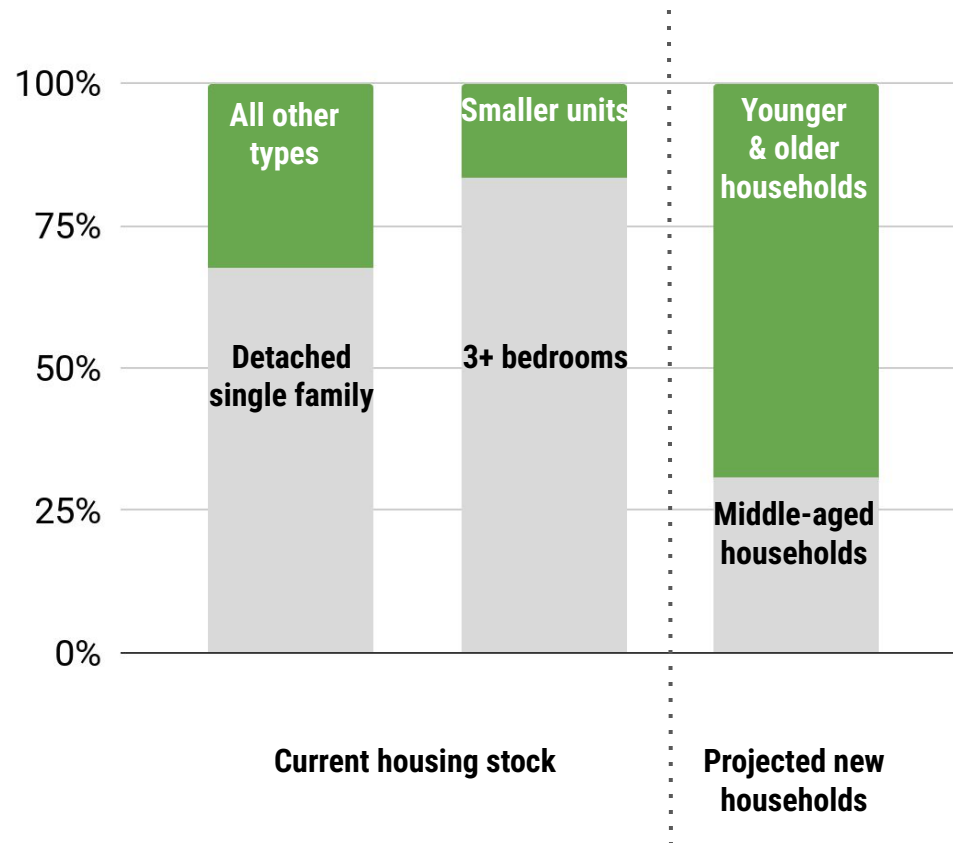
	Larger homes and lots	Smaller homes and lots
Lot width	60'	40'
Home size (sf)	3,500	2,700
Sale price (per unit)	\$900,000	\$600,000
Affordable to (AMI)	185%	149%
Units per acre	2.5	4.0
Property tax revenue (per acre)	\$22,433	\$23,928
Developer sentiment	Not preferred because slower to sell, harder to fit into the existing community	Preferred because faster to sell, easier to fit into the existing community

KEY INDICATORS

The housing stock needs to be rebalanced to reflect preferences of more younger and older households.

Households at the younger and older ends of the age spectrum tend to converge in terms of the types of housing they prefer. Less likely to have children, these households are more likely to choose smaller units, including apartments, condos, and attached single family (i.e. townhomes and duplexes).

These age groups combine to comprise nearly 75% of the net-new household growth expected over the next decade. However, most of Apex's housing stock is geared more toward middle-aged and family-oriented households more interested in larger, detached single family houses. While this traditional housing type will always be an important part of the mix, more smaller options are needed to improve the balance between current supply and anticipated demand trends.



KEY INDICATORS

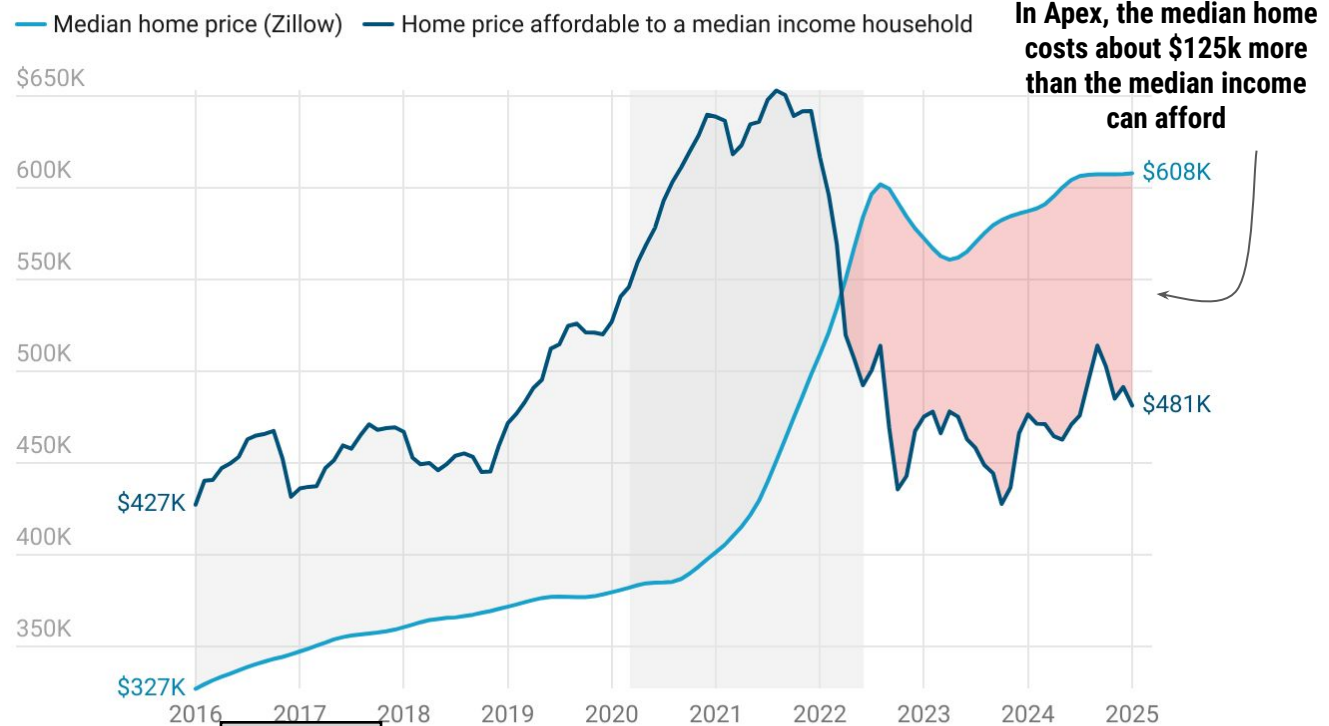
The median household income cannot afford the median priced home - and the gap is growing

This chart compares the median listing price in Apex with the home value attainable to a household earning the median household income. A wider gap means higher barrier to entry for first-time homebuyers and increased risk that an existing resident might be priced out of the community if they choose or need to move to a different house.

Affordability is based on the county's estimated median income. Actual affordability levels for specific properties vary based on variation in the above variables as well as possible additional costs for some units such as condominium fees.

How affordable is Apex?

Time series model inputs for affordability with current figures: 6.96% interest rate (Jan 2025); property insurance; mortgage insurance; 1.0% property tax rate; 13.9% down payment (state average); \$607,901 typical home value (Zillow, Jan 2025); \$149,739 median income (Jan 2025 CommunityScale estimate)



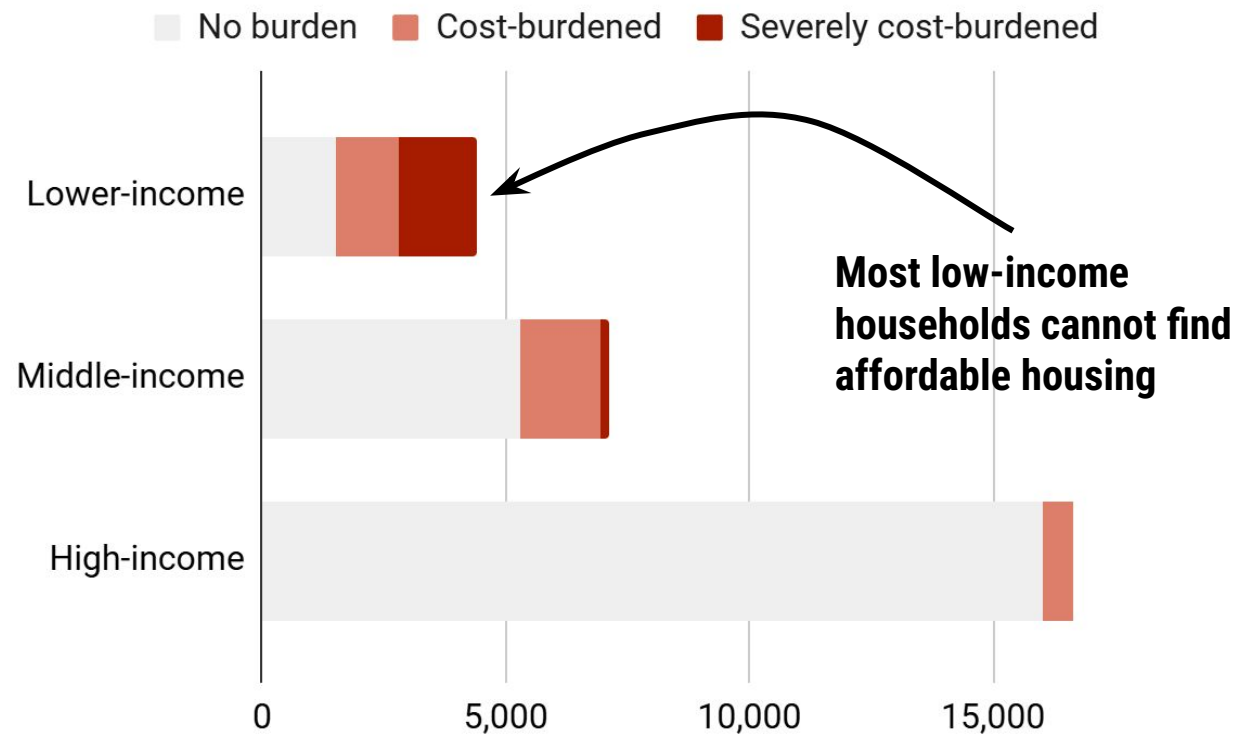
KEY INDICATORS

Many of Apex's households lack affordable housing options - especially low-income households

Source: 2023 ACS 5-Year, CommunityScale

Across all income levels, there are households having trouble affording their current housing costs. This challenge is particularly pronounced among lower-income households, most of whom are spending more than they can comfortably afford to live in Apex.

Households are cost burdened when paying more than 30% of their income on housing costs. They are considered severely cost burdened when these costs exceed 50% of their income. For renters, this includes lease rent and utilities. For homeowners, this includes mortgage costs, property taxes, insurance, utilities, and any condo fees.



KEY INDICATORS

What can the workforce afford?

As housing costs rise, the middle-income workforce finds it harder to afford to live in the community where they work. Displacement of essential workers like teachers, firefighters, police, nurses and other essential workers can impact the local economy by making it harder to fill these critical positions.

Occupation and # earners in household



Teacher +
Firefighter



Law enforcement



Healthcare support

Median salary

\$94k
77% AMI
(*\$52k + \$42k*)

\$69k
56% AMI

\$38k
31% AMI

Max. affordable home price

\$305k
\$302k short of
median Apex price

\$225k
\$383k short of
median Apex price

\$125k
\$483k short of
median Apex price

Affordable monthly rent

\$2,170
Enough for
average rent

\$1,592
\$300 short of
average Apex rent

\$876
\$1,020 short of
average Apex rent

KEY INDICATORS

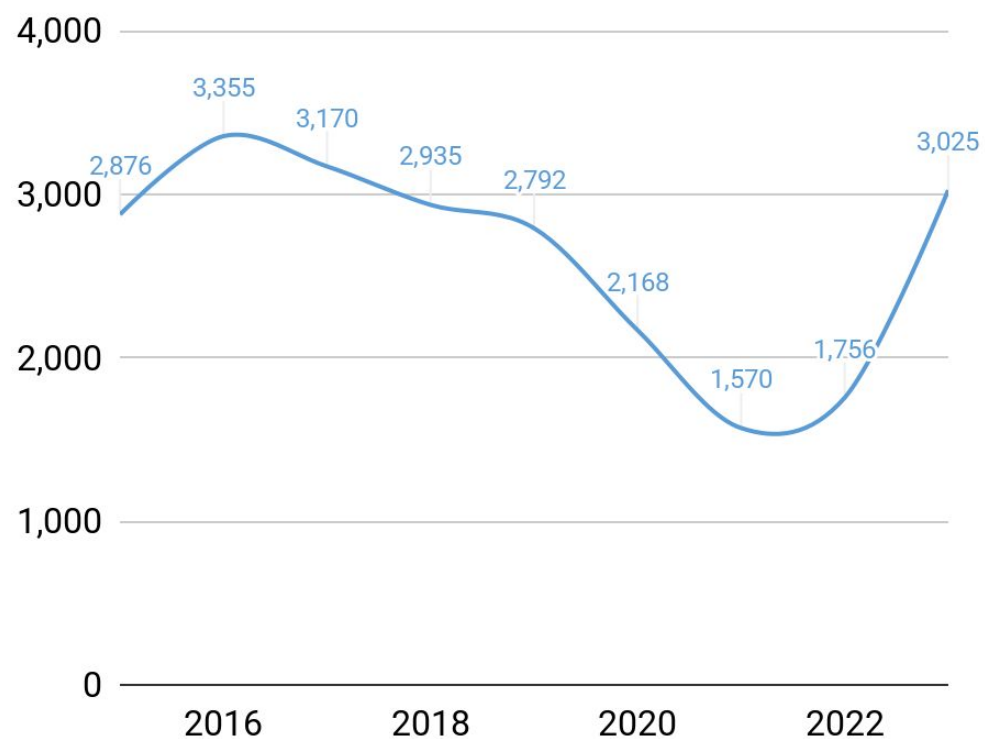
Homelessness rates are rising, displacing people from Apex.

Source: HUD HMIS System Performance Measures

Rates of first-time homelessness have returned to pre-Covid levels. This is likely driven in part by the sunset of temporary pandemic-related funding and support programs. However, the high cost and constrained supply of housing also contributes to this challenge.

Interviews with continuum of care (CoC) service providers operating in Apex and broader Wake County indicate homelessness is becoming a more acute challenge both for the resident population and the organizations that manage these services. For example, as market rents increase, CoC providers are increasingly looking outside the county for landlords willing to accept placement vouchers and for units priced low enough to meet voucher cost criteria. These providers report that most - if not all - households that become homeless in Apex will likely be placed in supportive housing outside the community. In other words, once an Apex resident becomes homeless, it is likely they will be displaced from the community, potentially permanently.

First time homeless population (Raleigh/Wake County)



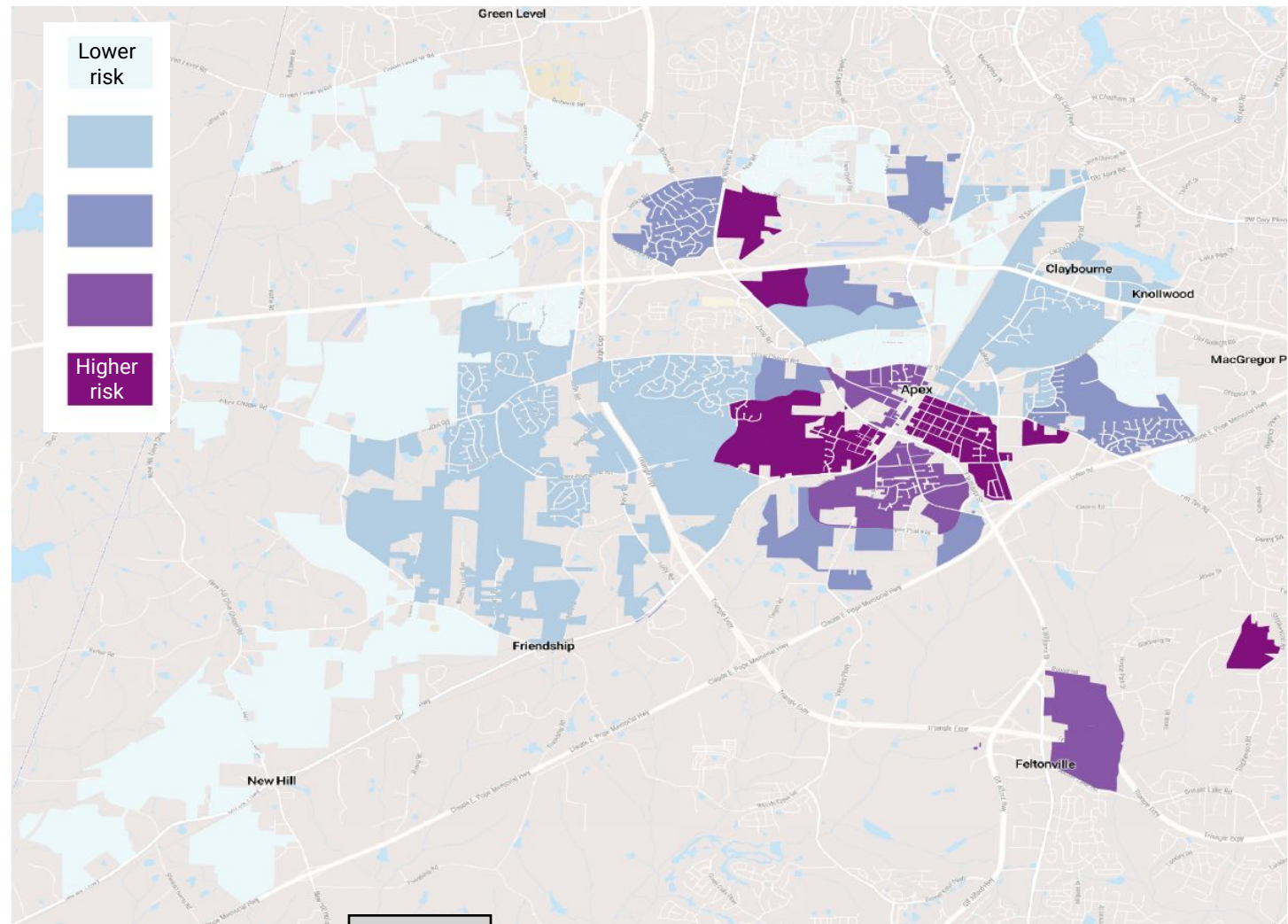
KEY INDICATORS

A “tale of two Apexes” and the potential displacement of cultural heritage

Conversations with local residents and stakeholders uncover a “tale of two Apexes,” one reflected in the people and cultures who have been here for generations and another reflected in the people who have arrived in the past few decades. While these groups each contribute value and to the community, there are signs the “old” Apex is at risk of being displaced by the “new.”

This map highlights the neighborhoods at greatest risk of displacement, not just in terms of the people who live there but the parts of Apex’s cultural heritage that they represent. Darker areas illustrate the following (relative to the town as a whole):

- Lower property values
- Higher concentration of Black residents
- People who have lived in their current unit longer



KEY INDICATORS

Apex faces numerous barriers to affordable housing production.

Drawn from interviews with a broad range of local and regional stakeholders as well as analysis of current programs and policies, this section compiles the primary barriers to building and accessing housing - especially affordable housing - in Apex.

Barriers to affordable housing are organized into the five categories at right.



Regulatory and zoning challenges



Financing and cost pressures



Developer and market dynamics



Resident accessibility and support barriers



Community and political barriers

KEY INDICATORS

Strategies to promote attainable housing development and access

By implementing these policies and programs, the Town can increase the supply of affordable housing and help more residents access attainable housing options.

The list of strategies combines initiatives that have been established since the 2021 Affordable Housing Plan with new ideas developed through this Housing Plan Update process.

Provide Low-Income Housing Tax Credit (LIHTC) gap financing

Continue the annual housing report and dashboard

Conduct attainable housing education and advocacy

Expand the Town’s housing investment fund

Offer homeownership preparedness classes with down payment assistance

Acquire and land bank property directly

Continue the Apex Cares initiative to provide targeted home repairs.

Provide pre-approved missing middle housing designs

Update the Affordable Housing Incentive Zoning Policy

Create a pilot program to incentivize affordable unit development

KEY INDICATORS

Meeting the 10-year housing need requires mix of funding, incentives, and market-rate development.

Based on growth projections and expected affordable housing needs, Apex should plan for 13,100 new units over the next decade to serve households across the full range of income levels. Housing at different price points require different policy approaches to enable:

- **Lower-income housing (<80% AMI) is generally not financially feasible to build without direct financial subsidy** from local, County, state, and/or Federal sources.
- **Middle-income housing (80-120%) often requires incentives** such as inclusionary zoning benefits to help close financing gaps.
- **Higher-income housing (>120% AMI) can often be created through unsubsidized market-rate development**, as long zoning accommodates prevailing market preferences and densities.

AMI group	Share of total	Units needed over 10 years	Source of support
<50%	14%	1,874	Mostly funding
50-80%	13%	1,723	Mostly funding
80-100%	11%	1,496	Mostly incentives
100-120%	9%	1,228	Mostly incentives
120-140%	8%	1,030	Market-driven
>140%	44%	5,749	Market-driven
		13,100	

KEY INDICATORS

Most of Apex’s essential workforce earns at or below 80% AMI.

Residents with higher paying jobs in the knowledge sector can afford Apex housing costs, out-competing those in the essential workforce for homeownership and rental units within the community.

Without incentives and funding for housing at and below 80% AMI, Apex’s essential workforce cannot afford to live in town, making it more challenging to staff these critical public and private sector roles in the local community and economy.

	AMI	Attainable home price	Attainable rent
Essential workforce occupations			
Facilities maintenance	24% - 49%	\$95,000 - \$190,000	\$692 - \$1,384
Healthcare support	31% - 63%	\$125,000 - \$250,000	\$876 - \$1,753
Fire prevention	35% - 69%	\$140,000 - \$280,000	\$969 - \$1,937
Education	42% - 85%	\$170,000 - \$340,000	\$1,199 - \$2,399
Law enforcement	56% - 112%	\$225,000 - \$450,000	\$1,592 - \$3,183
Knowledge sector occupations			
Architecture and engineering	92% - 185%	\$370,000 - \$740,000	\$2,606 - \$5,213
Management	96% - 192%	\$380,000 - \$760,000	\$2,699 - \$5,397
Computer engineering	101% - 203%	\$405,000 - \$810,000	\$2,860 - \$5,720
Legal	107% - 215%	\$430,000 - \$860,000	\$3,022 - \$6,043

KEY INDICATORS

With direct investment, Apex can create workforce housing supply that may not otherwise be built.

To keep essential workforce jobs filled and maintain a balance of attainable housing options townwide, Apex should continue investing in units for households earning at or below 80% AMI. The market is unlikely to deliver many units at this price point without public partnership.

The Town currently raises about \$2 million per year for its housing investment fund, contributing to about 50 units per year. Doubling this funding could catalyze about 1,000 units over the next decade.

Units priced for households earning 80-120% AMI can be mostly supported through incentives with no direct cost (such as zoning changes) or relatively modest cost (such as homeowner education and support programs).

<80% AMI need	3,597	units over 10 years
Cost to fund	\$40,000	per unit
Funding needed	\$143,874,243	over 10 years
Current funding	\$20,000,000	10 years @ \$2M/year
Current impact	500	units over 10 years
Potential funding	\$40,000,000	10 years @ \$4M/year
Potential impact	1,000	units over 10 years



Engagement

Community outreach process overview

The Housing Plan Update process included several iterations of stakeholder and community engagement, including stakeholder focus groups, interim presentations to Council, and a multi-day interactive workshop. The input and ideas received during this process has been incorporated throughout the plan.

The following section compiles the results of interactive community exercises that were conducted in both in-person and online formats. Additional results and images from the multi-day workshop series are included in the appendix.



Engagement

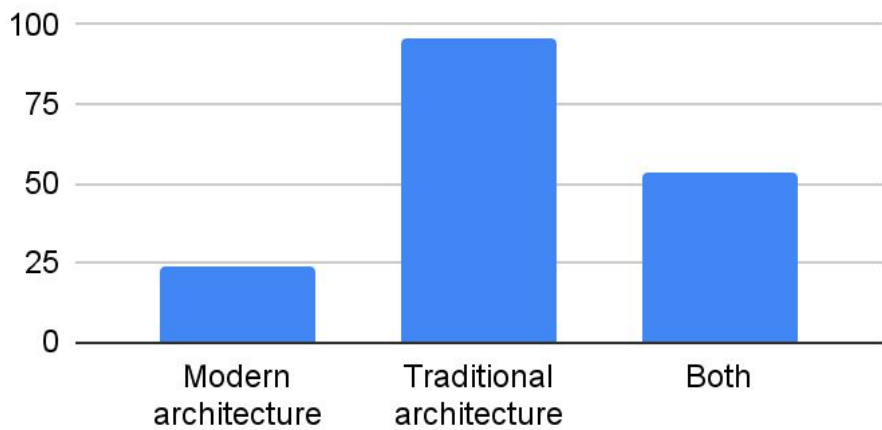
What do you love about living in Apex?



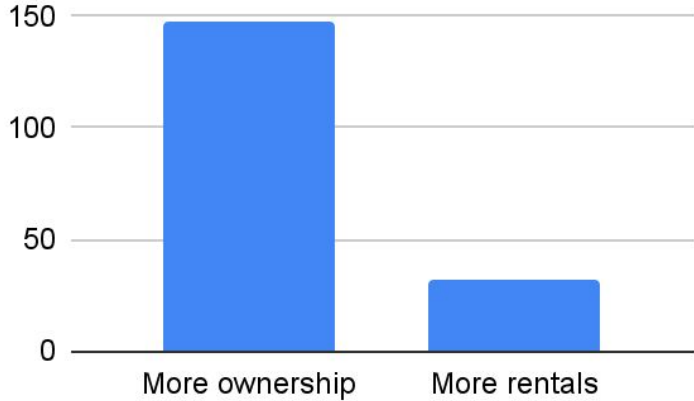
Engagement

More this or more that

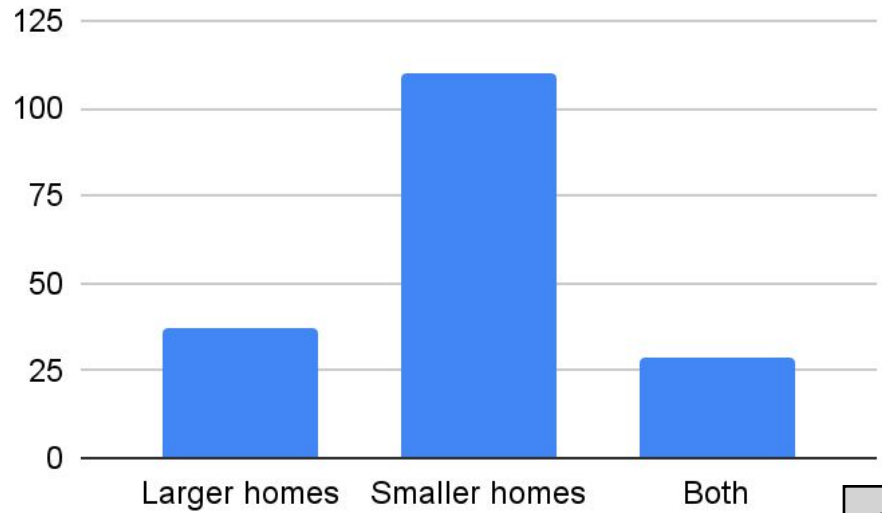
Home design



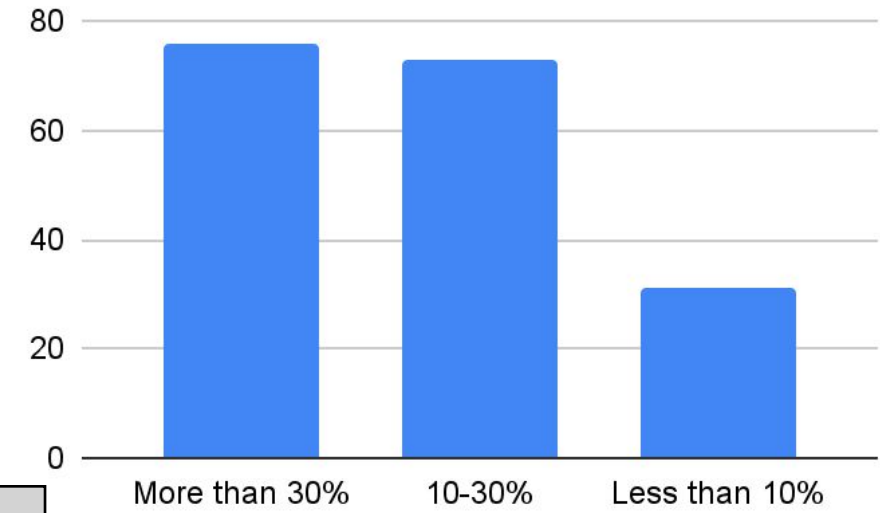
What housing should be in the community?



Home size



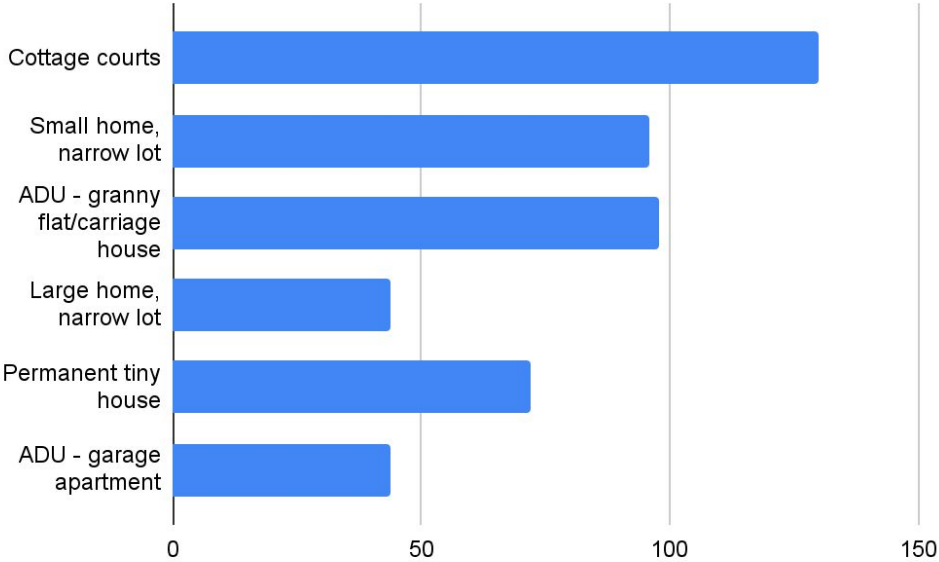
What percentage of housing in the community should be affordable?



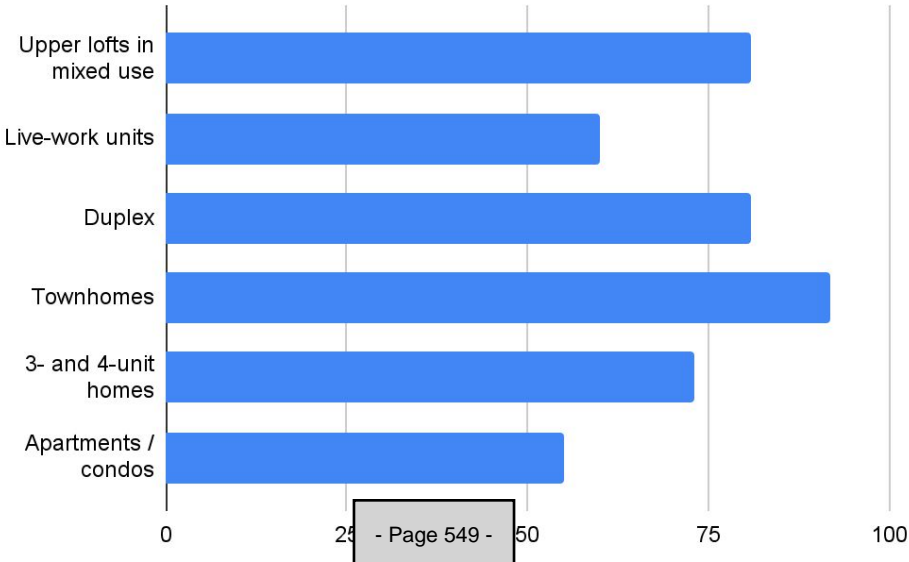
Engagement

Preferred types of housing

Infill single family housing

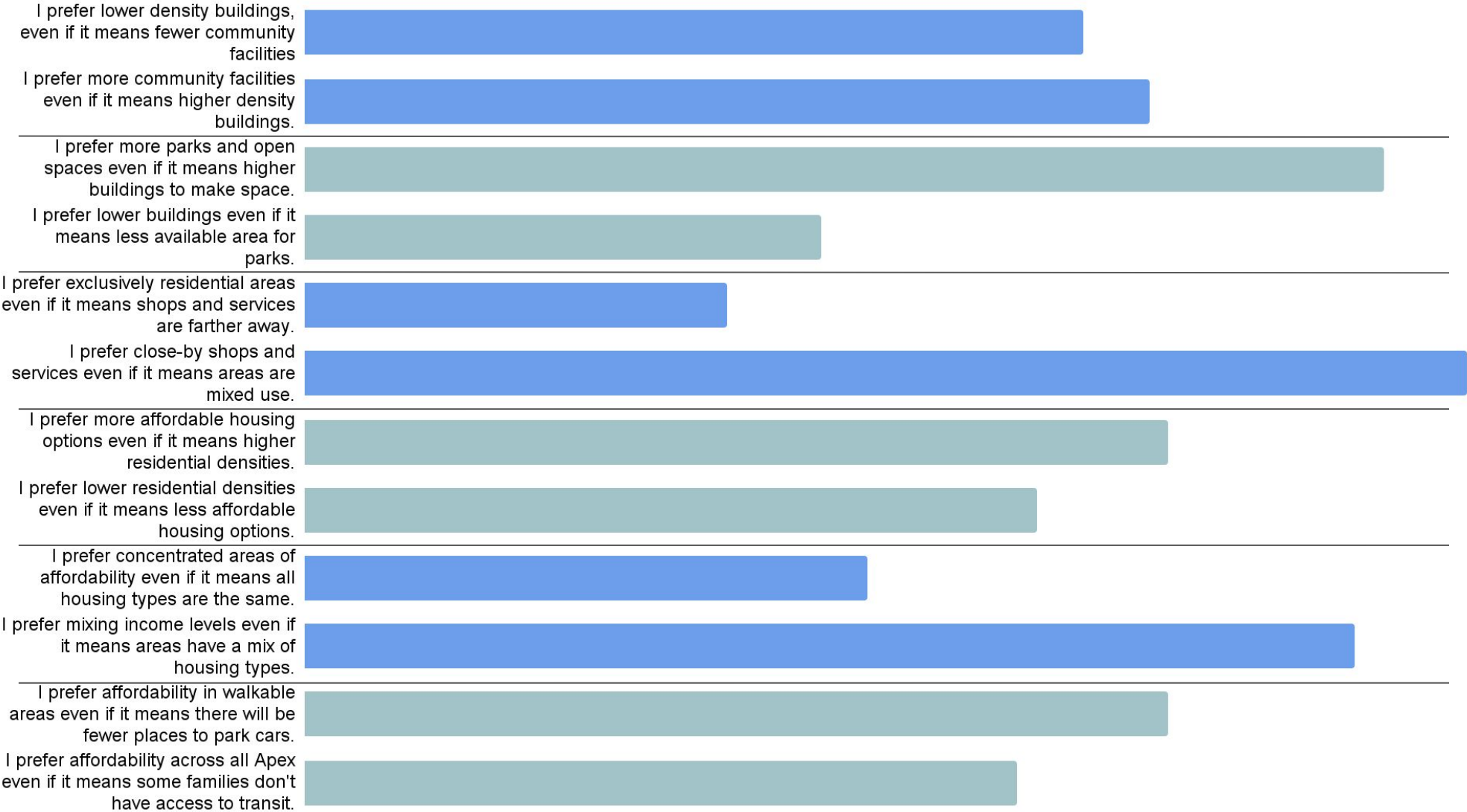


Multifamily housing



Engagement

Trade-offs and choices



ENGAGEMENT

Values and goals

Participants were asked to prioritize 3 goals out of 11 choices. The following ranks their choices starting with the most popular:

1. **Affordable units**
2. **Transit-oriented**
3. **Mixed income/use**
4. **Preservation**
5. **Support first-timers**
6. **Downsizing**
7. **Open space**
8. **Young families**
9. **New housing**
10. **Downtown living**
11. **Small-scale infill**
12. **Pre-family units**

Apex Housing Plan - Aspirations
WHAT DO YOU VALUE RELATED TO ACHIEVING HOUSING GOALS IN APEX?

Place a **gold star** on the value that means the most to you when you think about your values and goals for housing in Apex. Then, place **two green dots** on the next two values that mean the most to you.

01 New housing I value building new housing to keep up with growth. 	02 Mixed income/use I value encouraging mixed income/mixed use development. 	03 Open space I value providing community open space. 	04 Transit-oriented I value encouraging transit oriented development. 
05 Downtown living I value enlivening downtown with new units and residents. 	06 Affordable units I value creating more affordable housing units. 	07 Preservation I value preserving local heritage and historic neighborhoods. 	08 Support first-timers I value supporting first time homebuyers. 
9 Pre-family units I value creating units for young professionals and couples. 	10 Downsizing I value providing options for downsizing seniors. 	11 Young families I value accommodating more new young families. 	Something else? Write it on a post-it. 

Section

2025 Housing Plan priorities

Presented with a set of 8 potential policy priorities, participants ranked them as follows:

1. **Create an affordable housing fund or bonds:** Create a funding stream for the Town to directly invest in affordable housing development, such as with an added tax and/or borrowing capacity.
2. **Offer homeownership preparedness classes with down payment assistance:** Develop an education program that helps aspiring homebuyers navigate the housing market and purchase their first home, including financial support such as down payment assistance.
3. **Create a developer incentive package that encourages affordable housing:** Provide regulatory relief and financial benefits to developers in exchange for the construction of more affordable housing units than the market would otherwise support building.
4. **Acquisition/land banking by Town of Apex:** The Town purchases land for the purpose of supporting new housing development - including affordable options.
5. **Create more housing options for community service members:** Promote the development of units that meet the ability to pay for people who serve the Apex community, such as teachers, municipal workers, public safety staff, and nonprofit employees.
6. **Target owner occupied rehab:** Provide resources to help income-qualified homeowners repair, maintain, and upgrade their homes.
7. **Provide pre-approved housing designs:** Develop a library of housing designs that will be approved and permitted by the Town. This can reduce risk for builders and developers to offer affordable housing designs that might not otherwise be part of their catalogue.
8. **Offer an age-in-place tax relief program:** Cap or abate property taxes for older homeowners to help them afford to stay in their home, such as by shielding fixed-income seniors from tax increases.



Strategic Framework and Implementation



STRATEGIES

Strategic Framework and Implementation

The following set of strategies combine initiatives that have been established since the 2021 Affordable Housing Plan with new ideas developed through this Housing Plan Update process.

The following section provides a detailed description of each strategy, including specific recommendations and metrics to measure success.

Provide Low-Income Housing Tax Credit (LIHTC) gap financing

Continue the annual housing report and dashboard

Conduct attainable housing education and advocacy

Expand the Town’s housing investment fund

Offer homeownership preparedness classes with down payment assistance

Acquire and land bank property directly

Continue the Apex Cares initiative to provide targeted home repairs.

Provide pre-approved missing middle housing designs

Update the Affordable Housing Incentive Zoning Policy

Create a pilot program to incentivize affordable unit development

STRATEGIES

Provide Low-Income Housing Tax Credit (LIHTC) gap financing

Overview

LIHTC is a federal program administered by the state that provides subsidy to affordable rental units. Especially in recent years, the LIHTC program represents one of the few viable ways to fund larger scale affordable housing development, especially in expensive markets like Apex. The funding is highly competitive and often does not cover enough development costs on its own to render a project financially feasible. When awarded to a project, the developer often needs additional funds to close the “feasibility gap” and make the development possible. Historically in Apex, the Town has partnered with Wake County to finance this gap so the project can move forward, including \$2.0 million contributed to the 164-unit Stone Glen Apartments (completed in 2024) and \$1.6 million conditionally contributed to 56-unit Abbey Spring Apartments (in development).

Recommendations

Continue providing low-interest loans for LIHTC projects in partnership with Wake County as new projects emerge and compete for these federal funds.

Support ongoing and future LIHTC projects in other ways such as by helping identify candidate project sites and granting resources to help defray permitting and other implementation costs.



Stone Glen Apartments

Metrics of success

LIHTC development opportunities that emerge in the future receive top scores from HUD, earn tax credit awards, complete construction.

Note: Apex is unlikely to attract more 9% tax credit deals due to the competitive nature of the program and lack of high-scoring sites left in town. Apex will likely need to focus on 4% projects instead, which require more funding to enable.

STRATEGIES

Continue the annual housing report and dashboard

Overview

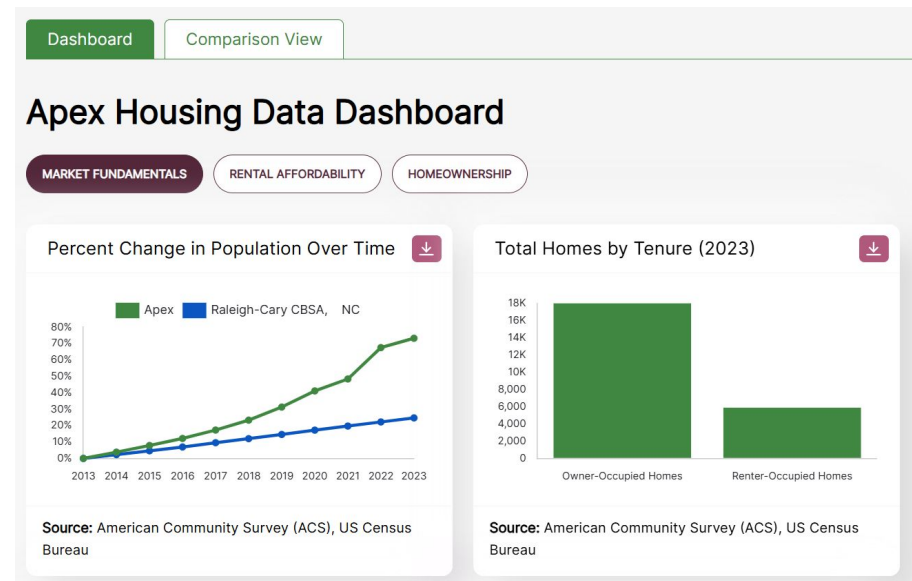
Since the initial Affordable Housing Plan was adopted in 2021, the Town has published annual housing reports tracking progress toward the goals and strategies established in the plan. The reports are submitted to Council and posted on the Town's webpage as a way to keep the Town accountable to its goals and to keep the community aware of the progress it makes year over year.

Additionally, the Town established a housing dashboard in 2024 which provides up-to-date statistics on housing market data and conditions. These online resources complement other Town resources and databases such the [Development Dashboard](#) and [Housing Data Dashboard](#) to support a collaborative and transparent planning and policy environment for residents, developers, elected officials, and other stakeholders.

Recommendations

Continue publishing annual housing reports to track progress implementing the recommendations from the Town's housing plans and administering the ongoing programs and policies that have been developed, maintained, and expanded as a result.

Continue managing and updating the housing dashboard, including by integrating the project website developed as part of this Housing Plan Update.



Screenshot of the Apex Housing Data Dashboard

Metrics of success

Annual report released each year

Housing dashboard remains up-to-date with the latest data available

STRATEGIES

Conduct attainable housing education and advocacy

Overview

Housing has become a major topic of public discourse in recent years as costs climb and more people are experiencing housing challenges. The Economic Development and Neighborhood Connections Department serves as the Town's primary analyst, policy informer, and communicator around housing issues and opportunities. Department staff direct housing plans, draft policy briefs, facilitate community engagement, create education content, lobby elected officials, and administer the Town's housing programs. By continuing these efforts, the department can help ensure the community's housing dialogue remains informed and constructive, including through advocacy with local and statewide elected officials.



Recommendations

Continue developing plans and resources that inform the community about housing needs and opportunities as well as available housing programs and resources.

Promote the development of units affordable to people who serve the Apex community.

Lobby at state house for anti-displacement measures such as additional tax abatements for senior citizens.

Facilitate applications of county, state, and federal funding for local housing developments and rehabilitation efforts.

Metrics of success

Ongoing release of plans, studies, and memos that keep the community informed and engaged with local housing policy.

Increased participation in the Town's housing programs and education sessions.

Meetings with state lawmakers to discuss local housing challenges and potential statehouse solutions.

Successful awards of county, state, and federal funding for local housing projects.

STRATEGIES

Expand the Town’s housing investment fund

Overview

As housing costs continue to escalate and affordable units are more difficult to finance, many municipalities across the country have established local discretionary funds that can be used to support housing development more directly. Apex has established such a fund, currently raising about \$2 million per year to support a range of housing investments. While this funding stream will unlock a number of affordable and attainable housing units that would not have been possible otherwise, the need is so pronounced that more funding is necessary to help keep up with local goals for a meaningful share of affordable units among all produced in Apex over the coming years.

Recommendations

Increase the Town’s housing investment fund from \$2 million to \$4 million to expand its potential impact over the next decade.

Focus the fund’s investments on housing units serving households earning at or below 80% AMI.

<80% AMI need	3,597	units over 10 years
Cost to fund	\$40,000	per unit
Funding needed	\$143,874,243	over 10 years
Current funding	\$20,000,000	10 years @ \$2M/year
Current impact	500	units over 10 years
Potential funding	\$40,000,000	10 years @ \$4M/year
Potential impact	1,000	units over 10 years

Metrics of success

The Town’s affordable housing fund escalates in future years.

New affordable housing units are created with support from the fund.

STRATEGIES

Offer homeownership preparedness classes with down payment assistance

Overview

The combination of rising prices and increased mortgage rates has made the prospect of homeownership extremely challenging for more households, especially first-time homebuyers that don't have significant net worth in home equity or savings to bring to the table. Homeownership classes can help homebuyers understand the process and better position themselves as they approach the market, engage with banks, and prepare their finances.

Coupled with and reinforcing the homeownership preparedness classes, a down payment assistance program can help bridge financing gaps for many low- and moderate-income households that may not have otherwise been able to qualify to purchase a new home in Apex.

Recommendations

Develop a homeownership preparedness class curriculum and offer sessions regularly for prospective homebuyers interested in moving to or within Apex.

Establish a down payment assistance program that offers low-interest loans and/or grants to help qualified buyers bridge financial gaps and qualify for conventional financing.



Metrics of success

Classes are held regularly throughout the year with enrollment growing year over year.

Down payment assistance program is established and successfully supports qualified buyers purchase homes.

STRATEGIES

Acquire and land bank property directly

Overview

Aside from financing the deal altogether, one of the most direct ways to ensure new development includes a housing mix that reflects the community's goals is to contribute the land to a development deal. Because land often represents one of the largest development costs, the Town can dictate significant project parameters such as density and affordability mix in exchange for offsetting this expense for a developer.

The Town's recent purchase of the 12-acre site at Perry Road and Hughes Street represents the Town's first direct property acquisition for the purposes of affordable and attainable housing development. The Town is planning a community-driven process to establish a vision for the site, followed by a request for proposals process to select a developer partner to build mixed-income housing there.

Recommendations

Complete a charrette process to develop a vision for the Perry Road site that reflects community goals for density and affordability along with a financially feasible development program.

Select a developer to build the community's vision for the site, contributing the land on the condition the project meet specified design and affordability requirements.

Identify funding to support future property acquisitions that follow similar models of community-driven concept development and public private developer partnership.

Metrics of success

The Perry Road site is developed into a mixed-income housing community.

The Town purchases more property in the future to catalyze additional affordable and mixed-income housing developments.

STRATEGIES

Continue the Apex Cares initiative to provide targeted home repairs.

Overview

Apex Cares was established in 2021 to help income-qualified homeowners repair, maintain, and upgrade their homes. Administered through the Housing Service Division, the initiative offers the following programs: substantial rehabilitation; urgent repair; architectural barrier removal, and weatherization. Expanded in 2024 to include rental properties, the initiative has helped many income-constrained homeowners and residents stay in their homes longer and with reduced displacement risk.

Recommendations

Maintain the Apex Cares initiative and consider expanding its resources to help more homeowners and residents stay in their homes as they age and as they incur significant repair and upgrade costs.

Promote Apex Cares programs to residents at risk of displacement as they age and/or as costs and market forces intensify around them.



Metrics of success

Ongoing implementation to help more eligible residents complete needed repairs and stay in their homes.

Increased rate of applications over time as awareness continues to grow.

STRATEGIES

Provide pre-approved missing middle housing designs

Overview

“Missing middle” refers to low- and medium-density housing types that tend to cost less to build, buy, and rent than conventional single family homes. Savings are driven by smaller unit sizes, higher density, and more efficient site plan layouts. Missing middle housing includes models such as duplexes, triplexes, cottage courts, courtyard townhomes, accessory dwelling units. Typically, these structures are designed to fit into predominantly single family neighborhoods in terms their architecture and building scale. Offering more missing middle units helps introduce more attainable housing choices for low- and moderate-income households.

Because most home builders build from an established catalogue of housing models, they are not equipped to easily introduce new typologies like missing middle options to their developments. Additionally, builders would require new approvals and permits to add these options to the mix, adding risk and complexity to their projects, especially if they perceive these new options may be contested by neighbors.

Municipalities in other parts of the country have facilitated missing middle housing development by addressing developer cost and risk in two ways: prepare missing middle housing designs with construction-ready drawing sets and offering pre-approval of units incorporated into new developments and/or as infill in existing neighborhoods.

Recommendations

Commission architectural design and documentation of a range of missing middle housing types that would fit into various contexts within Apex, including as part of new developments and new infill within existing neighborhoods.

Work with the Planning Department to obtain pre-approval status for the designs based on a set of standard site parameters.

Promote the housing concepts to builders and developers active or considering projects in Apex.

Metrics of success

Develop and release pre-approved designs.

Developers build instances of these designed units to create new missing middle housing options.

More developers incorporate designs into their projects over time (or they add versions of their own to their standard catalogues).

STRATEGIES

Update the Affordable Housing Incentive Zoning Policy

Overview

Since its adoption in 2021, the Affordable Housing Incentive Zoning Policy has been utilized by two developments in Apex, a participation rate lower than hoped when it was initially established. In general, incentive zoning policies are most effective when the benefits they offer are sufficiently attractive to developers that they offset the added cost of setting aside a portion of units as affordable.

Community Development and Neighborhood Connections staff is currently evaluating possible revisions to the policy that will make its benefits more attractive to developers while also increasing the number of affordable units each participating project would yield. Parameters under review include higher density zoning districts, additional density bonuses, development standards relief, reduced conservation area requirements, reduced parking requirements, and additional financial enhancements.

Recommendations

Complete the staff evaluation of the current Incentive Zoning Policy and compile recommended changes to improve developer participation.

Update the policy with recommended changes and promote the new incentives to the developer community.

Implement the new policy with a collaborative and proactive approach to developer engagement and partnership.

Metrics of success

Incentive zoning policy updated in collaboration with Council.

Increased participation by developers, resulting in more affordable units as a share of new housing projects.

STRATEGIES

Create a pilot program to incentivize affordable unit development

Overview

Homeownership has become increasingly unaffordable to the typical Apex resident since Covid. Presently, the median home price is over \$100k more than the median income can pay without incurring cost burden. An incentive program designed to compensate developers for providing affordable units could help bring down the cost of homeownership for more current and future residents. By targeting households earning 80% AMI, the program could support a population that earns a moderate income but has seen market rate housing prices climb out of reach. With a direct per-unit payment to developers, the program would help offset the reduced return on affordable units, encouraging developers to add more to a project's unit mix. To help bridge any remaining financing gaps, the program should be paired with other available homeownership subsidy and loan programs so buyers are best positioned to successfully close on a new home. Additionally, participating homebuyers should undergo homeownership preparedness training to help them manage homeownership long term.

Recommendations

Design and deploy an incentive program that subsidizes affordable homeownership units on a per-unit basis.

Pilot the program with a \$400k budget, offering an incentive of \$40k per door.

Promote the program to prospective, income-eligible homebuyers as well as developers to build awareness and drive participation.

Metrics of success

Program funded and promoted to developers and prospective home buyers.

Affordable units created with program funding.



Appendix

APPENDIX

What's included in the appendix?

Underpinning much of the Housing Plan Update findings, engagement, and recommendations above, the appendix includes the following reports and analyses:

- **Literature review**: Overview of recent plans and studies pertaining to housing.
- **Housing market analysis**: Observations and findings from the project's baseline quantitative analysis.
- **Analysis of housing barriers**: Summary of the primary market, regulatory, political and other factors that make housing production more challenging in Apex.
- **Engagement summary**: Results from the multi-stage stakeholder and resident engagement process with a focus on the in-person activities conducted in April, 2025.





LITERATURE REVIEW

Overview

Complimenting the analysis in the following section, this literature review addresses current and recent local plans that may have bearing on housing strategy and policy development for Apex.

The following documents are summarized and linked in this section:

- Affordable Housing Plan (2021)
- Downtown Master Plan & Parking Study (2019)
- Comprehensive Transportation Plan (2019)
- Development Report (2024)
- Development Dashboard (Ongoing)
- Future Land Use Map (2024)

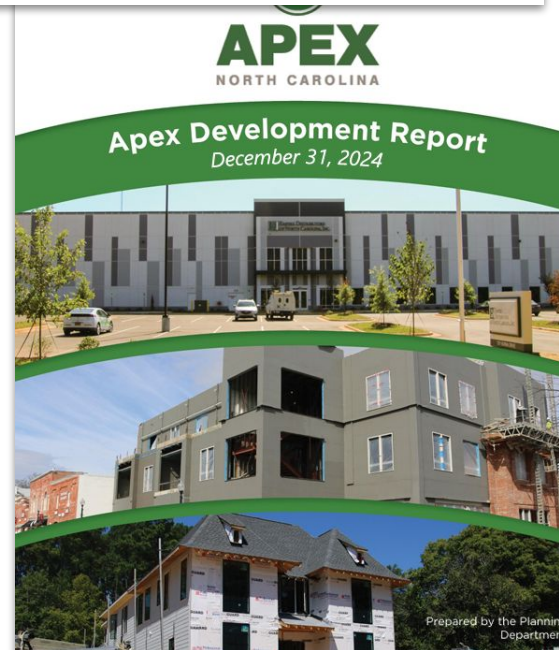


Adopted
February 1, 2021



Wake County Affordable Housing Plan

Final Briefing Book
October 2017



Prepared by the Planning
Department



Stantec

**APEX DOWNTOWN
MASTER PLAN &
PARKING STUDY**

ADOPTED 12.17.19

LITERATURE REVIEW

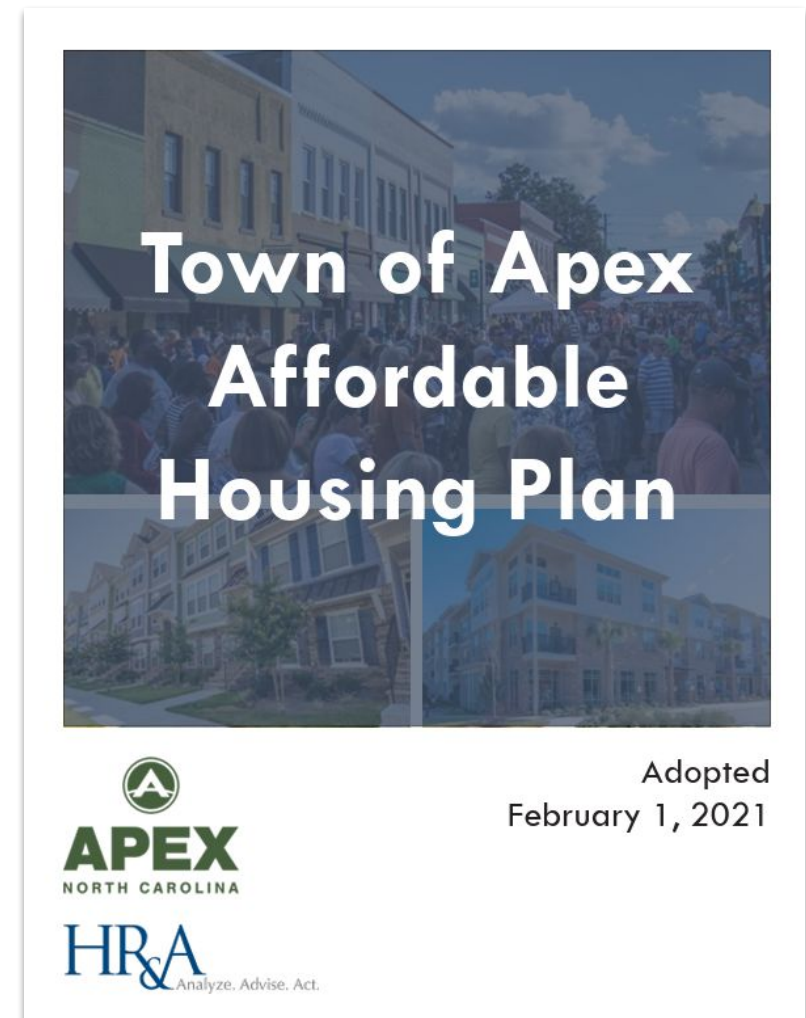
Affordable Housing Plan (2021)

[Full report](#)

The prior Affordable Housing Plan advised the town to “plan intelligently for future growth; encourage a much broader range of home prices; align housing development with other Town, County, and State planning efforts; and attract and retain a more diverse population.”

Grouped into three categories, the plan’s recommendations include many strategies that have since been successfully implemented:

1. **Building the Town’s capacity**, including hiring staff focused on housing.
2. **Advancing advocacy and public education**, including developing multiple dashboards that track housing indicators and development progress.
3. **Implementing programs and policies**, including the Incentive Zoning policy



Section

2021 Affordable Housing Plan implementation

[Project page: Annual Housing Report 2023-24](#)

Many recommendations from the previous affordable housing plan have been implemented since its adoption. This includes programs that were established since 2021 and have become ongoing initiatives managed by the Community Development and Neighborhood Connections Department.

Near-Term Recommendations (<2 Years)

1. Town staff capacity: Key staff positions have been filled (COMPLETE)
2. Housing Advisory Board: Established in 2021 and concluded in 2024 (COMPLETE)
3. Affordable housing incentive zoning policy: Adopted in 2023 (ESTABLISHED AND OPERATIONAL)
4. Owner-occupied rehabilitation assistance: Apex Cares program established in 2021, expanded in 2024 (ESTABLISHED AND OPERATIONAL)
5. **Low-Income Housing Tax Credit (LIHTC) Gap Financing:** \$2.0M provide to finance Stone Glen Apartments construction; \$1.2M conditionally committed to finance Abbey Springs Apartments construction (ON-GOING)

Mid-Term Recommendations (2 - 5 Years)

6. **Annual housing report and dashboard:** Report published annually since 2021; dashboard implemented in 2024 (ON-GOING)
7. Diversity and racial equity initiatives: DEI Department established in 2022; Language Access Plan adopted 2024; "Recite Me" added to Town website in 2024 (ASSIGNED TO DIVERSITY, EQUITY, AND INCLUSION)
8. **Affordable housing advocacy partners:** Redesigning housing website; developing public education materials (UNDER DEVELOPMENT)
9. **Support for homeownership for first-time homebuyers:** To be analyzed in affordable housing plan update (UNDER DEVELOPMENT)
10. **Public land acquisition:** Closed on 12-acre site at Perry Rd and Hughes St for future affordable housing development. (IN PROGRESS)
11. Transit-Oriented Development Density: Amended 2045 land use map in 2021; added "apartments only" designation in targeted areas; proximity to bus stops now considered during rezoning review; S-Line mobility hub study underway (ASSIGNED TO PLANNING)

Long-Term Recommendations (5 - 10 Years)

12. Emergency rental assistance and supportive services: Joined Wake Continuum of Care in 2023; approved Apex Cares in 2024 (ESTABLISHED)
13. Accessory apartments: Included as an allowed use since 2000; standards recently modified to encourage more (ASSIGNED TO PLANNING)
14. "Soft density" by-right: Evaluating standards needed to enable cottage court development; exploring addition of duplex, triplex, and quadplex as permitted uses in Small-Town Character Overlay District (ASSIGNED TO PLANNING)

Ongoing/in progress/under development

Section

Affordable Housing Incentive Zoning Policy

[Documentation](#)

Stemming from a recommendation from the 2021 Affordable Housing Plan, the Incentive Zoning Policy was intended to offer developers targeted benefits in exchange for including affordable units in housing projects. Tools include utilizing higher density zoning districts, additional density bonuses, development standards relief, reduced conservation area requirements, reduced parking requirements, and certain financial enhancements.

In practice, two developments have utilized the policy since its introduction in 2021. The Community Development and Neighborhood Connections Department is currently evaluating improvements to the policy that will make the incentives more attractive to developers while also yielding more affordable units per project. The Town's goal is to increase overall developer participation in the program.



Affordable Housing Incentive Zoning Policy Procedures Manual

Town Council Adopted
June 27, 2023

Town of Apex
Community Development & Neighborhood
Connections Department
Planning Department
73 Hunter Street
Apex, NC 27502
919.249.3426 (Phone)

LITERATURE REVIEW

Apex Housing Summit (2024)

The Central Pines Regional Council (CPRC) facilitated a staff workshop in November 2024 focused on how departments can individually and collaboratively make progress toward the Town's housing goals.

The table at right summarizes the results of an exercise to identify short-, medium-, and long-term strategies each department can promote housing goals.

The summit concluded with the following recommendations:

1. Define housing priorities and establish compromises needed.
2. Conduct a comprehensive parks, housing, and facilities study.
3. Implement an ongoing affordable housing education initiative.

Category	Short-term	Medium-term	Long-term
Housing	Employer Assisted Housing Pilot program and research; Understand the benefits of entitlement community; Adoption of an Affordable Housing Plan	Determine capacity for sustainable funding sources for affordable housing	Develop affordable housing that keeps pace with population growth
Planning	UDO Amendments identified in the Downtown Plan; Affordable Housing Target Areas Map	UDO Amendments identified in the Comprehensive Plan update	Transit-Oriented Development (TOD) projects (e.g., 55 corridor)
Transportation	Transit strategy for affordable housing with upgraded routes	Land use planning updates in Advance Apex; Employee benefit opportunities for affordable housing	Transportation credits for affordable housing; Land banking opportunities
Public works	Meet with commuting staff to discuss living opportunities in Apex	Assist staff with accessing housing programs and verifying eligibility	Encourage and assist staff in living locally
Legal	Collaborate with Wake County and other municipal attorneys on housing legal issues		
Fire Department	Educate staff and the public about housing resources	Work with Planning to remove FD barriers to affordable housing in UDO	Increase department capacity to serve more dense housing developments, including future Chatham County areas
Water Resources	Collaborate to identify potential affordable housing land - Review UDO for loosened requirements	Develop a fast-track permitting process - Propose infrastructure updates in CIP 5-year plan	Design and construct infrastructure for affordable housing
Police	Define priorities to meet deadlines and advance housing	Pilot program for local purchase opportunities	Review policies to increase local staff residency
PRCR	Focus on community engagement and environmental education during project scoping	Conduct fee study to increase revenue for housing discounts	Collaborate to track land banking opportunities
Inspections	Improve the sharing of building code information with other departments and the public	Support education on code-related projects	
Miscellaneous	Identify three parcels for development and build community support	Work with developers to design and fund projects on identified parcels	Collaborate across departments to complete developments efficiently

LITERATURE REVIEW

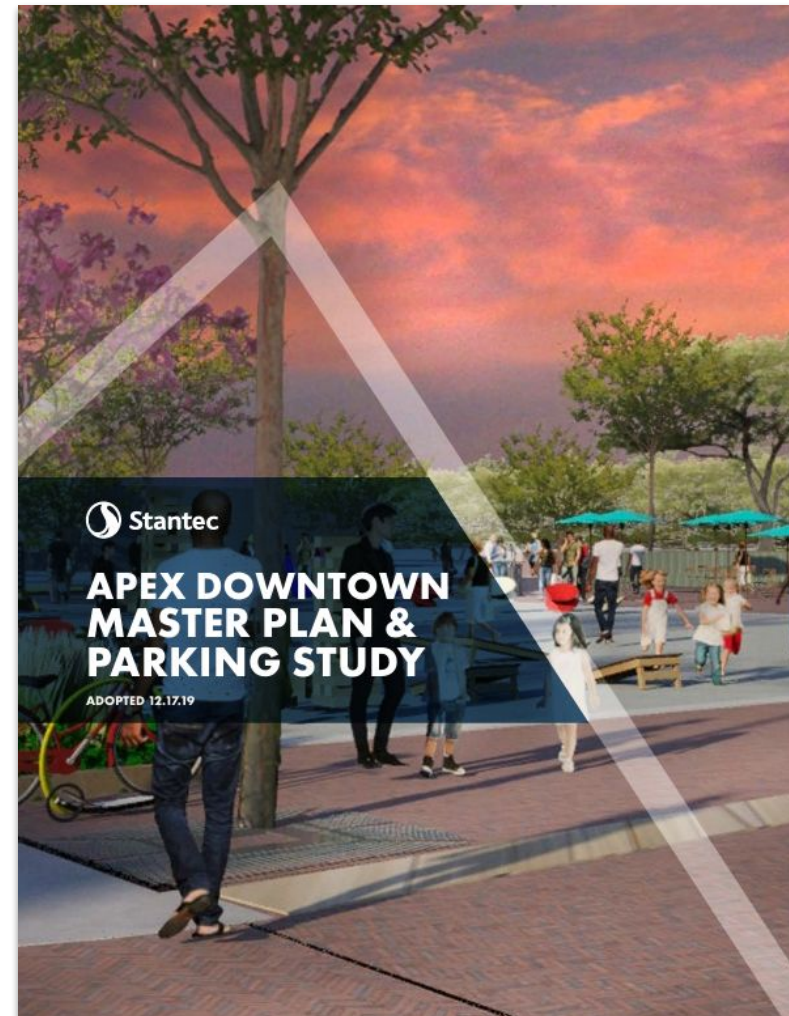
Downtown Master Plan & Parking Study (2019)

[Full report](#)

This plan to enhance and enliven downtown addresses housing in the following ways:

- Construct 100 new housing units within a 10-minute walk (1/2 mile) of Downtown.
- Provide housing options that promote equity and mix income levels and generations within a walkable and bikable distance to the downtown core.
- Explore housing development at opportunity sites including Vineyard Station, the downtown core, Justice Heights and South Salem, and the Shangri-La Mobile Park.

The plan includes a detailed market study indicating the downtown area could absorb 515-720 units over 5 years, serving households across income levels.



LITERATURE REVIEW

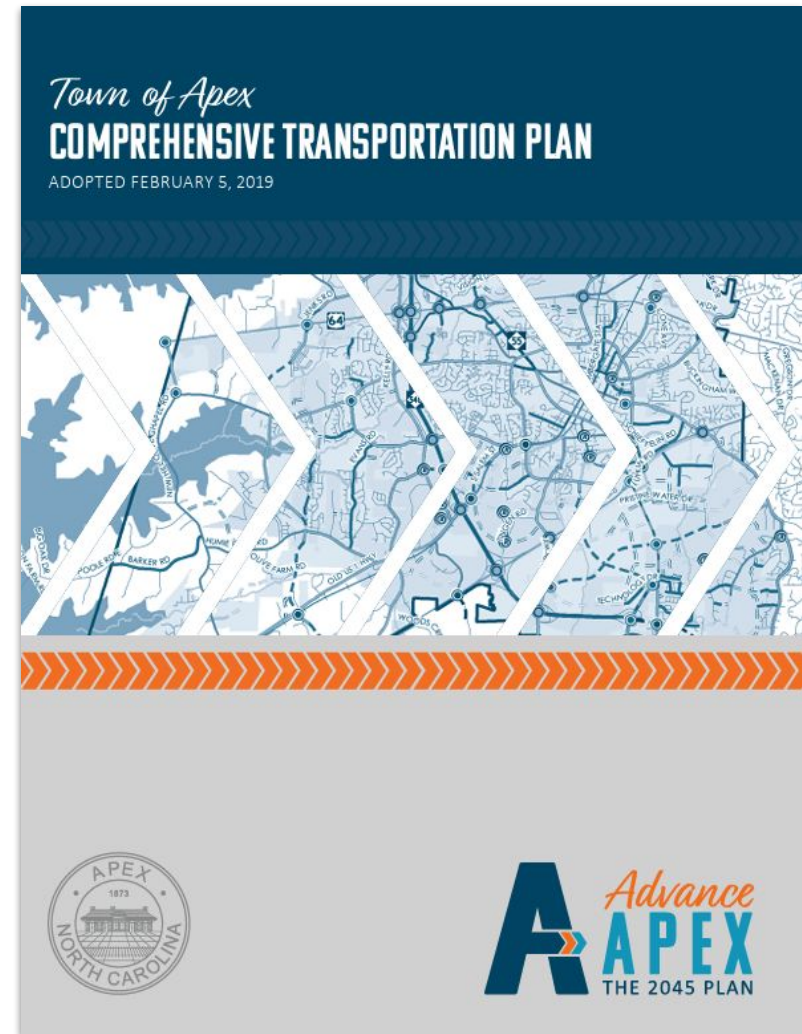
Comprehensive Transportation Plan (2019)

[Full report](#) | [Project website](#)

This plan includes recommendations for improving and adding capacity to the transportation network to accommodate ongoing development and household growth into the future.

The plan emphasizes a multimodal approach to mobility in Apex. This includes enhanced transit service, an expanded bike network, and improved walkability and pedestrian connections.

Though housing was not a primary topic of the plan, its recommendations serve housing development and affordability by supporting the Town's capacity for ongoing growth and improving connectivity that can help integrate new units and residents with existing neighborhoods and activity centers.



LITERATURE REVIEW

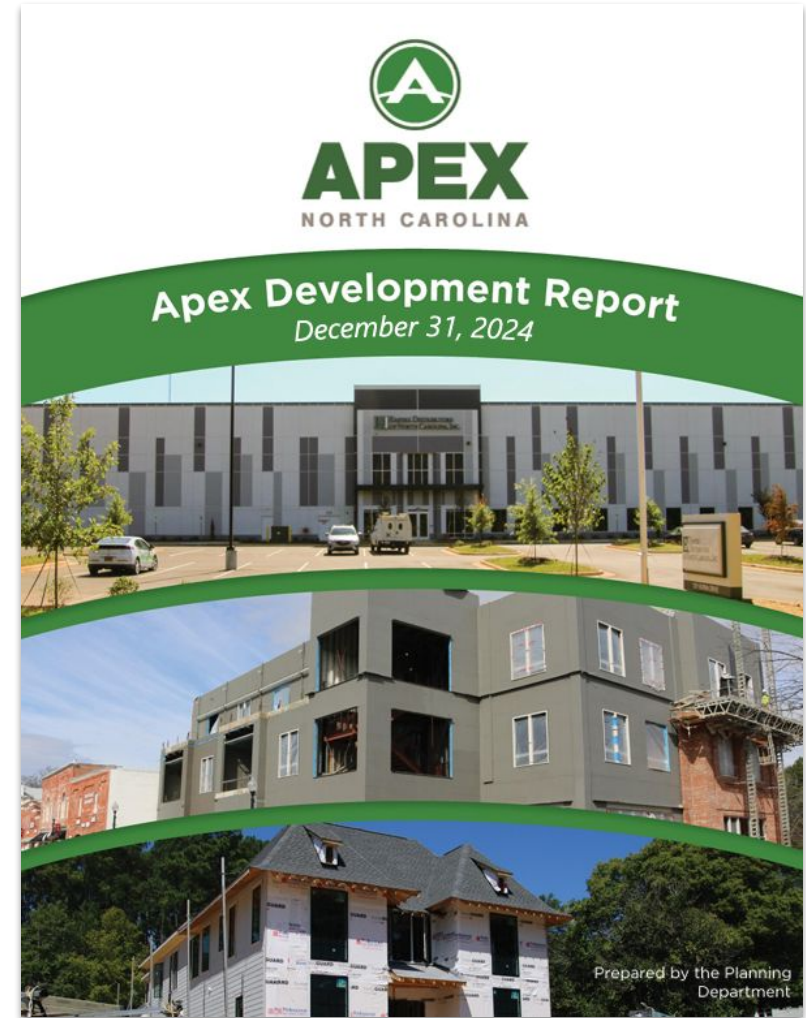
Apex Development Report

[Document](#)

Issued by the Planning Department, this monthly report provides a snapshot of growth trends and recent development across land uses. The December edition includes the following highlights regarding growth and housing production:

- The Town projects the population will grow from 76,578 in 2023 to 100,878 in 2030.
- At publication, there were 4,151 residential units under construction.
- There were also 404 units under construction as part of mixed-use developments.

The developments listed in this report are mapped on the Apex Development Dashboard.

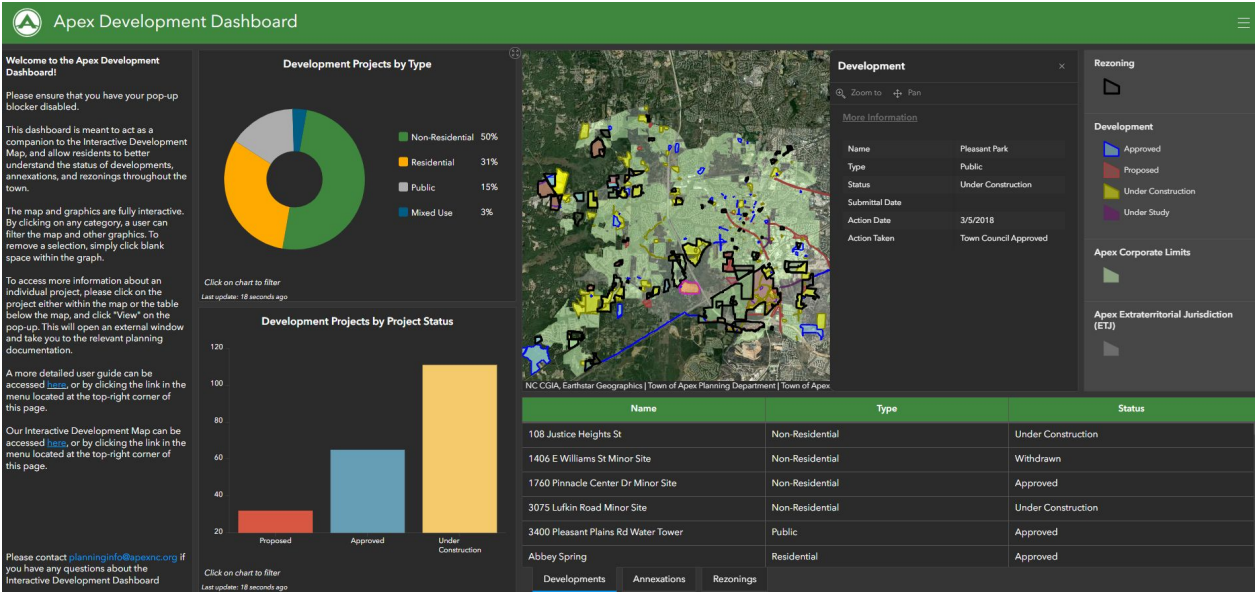


LITERATURE REVIEW

Apex Development Dashboard

[Dashboard](#)

This dashboard catalogs and maps active development projects across land use types and stages of permitting and construction. The database provides a detailed snapshot of current and anticipated development activity across the Town.



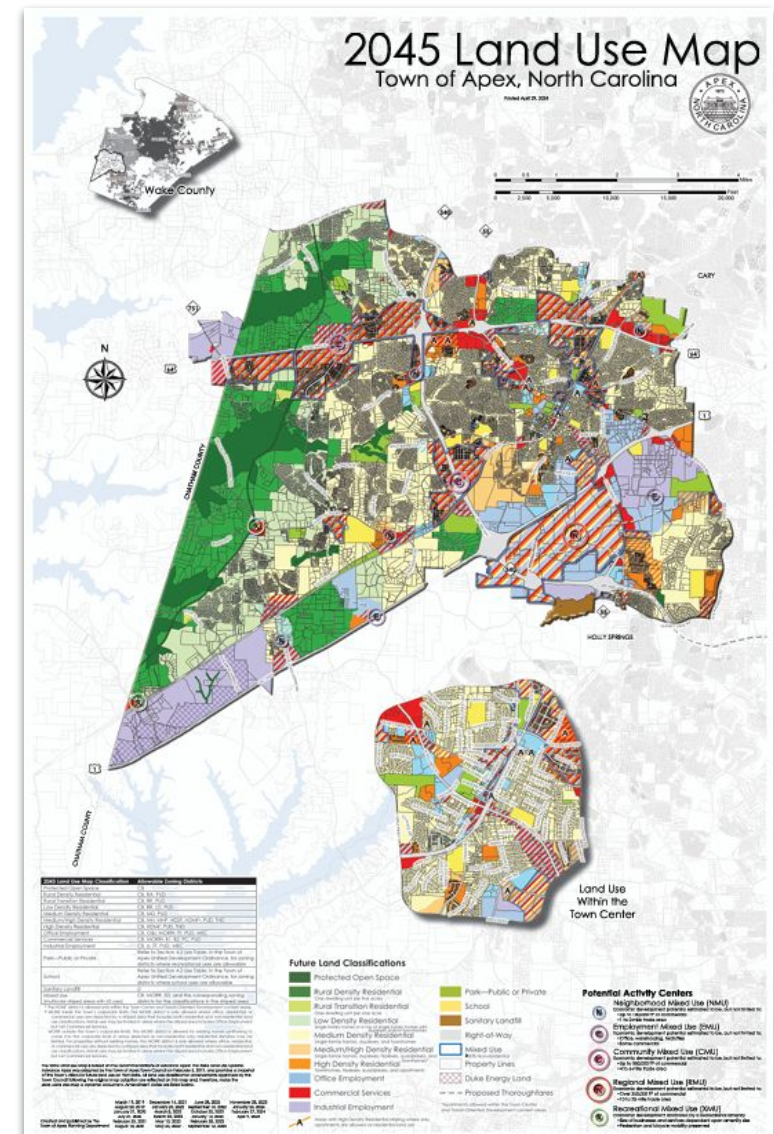
LITERATURE REVIEW

2045 Future Land Use Map (April 2024)

Map

From Will Brown:

For the developable land question, we typically look at the long-range planning study area boundary as depicted on our [2045 Land Use Map](#). This shows Apex's future growth areas as restricted by agreements with our neighboring jurisdictions. The study area boundary is available as a GIS file if needed in that format. We do not maintain a file for land that supports well/septic—the County regulates well and septic. We did an analysis at the end of 2024 where our Water Resources Department identified roughly 40 sites outside of our current corporate limits that are viable now and in the near future for the extension of water/sewer service. More coordination would be needed with Water Resources if this information is beneficial, and I am not sure how long it would take to compile. We have a spreadsheet and screenshots that provide a glimpse into these areas.



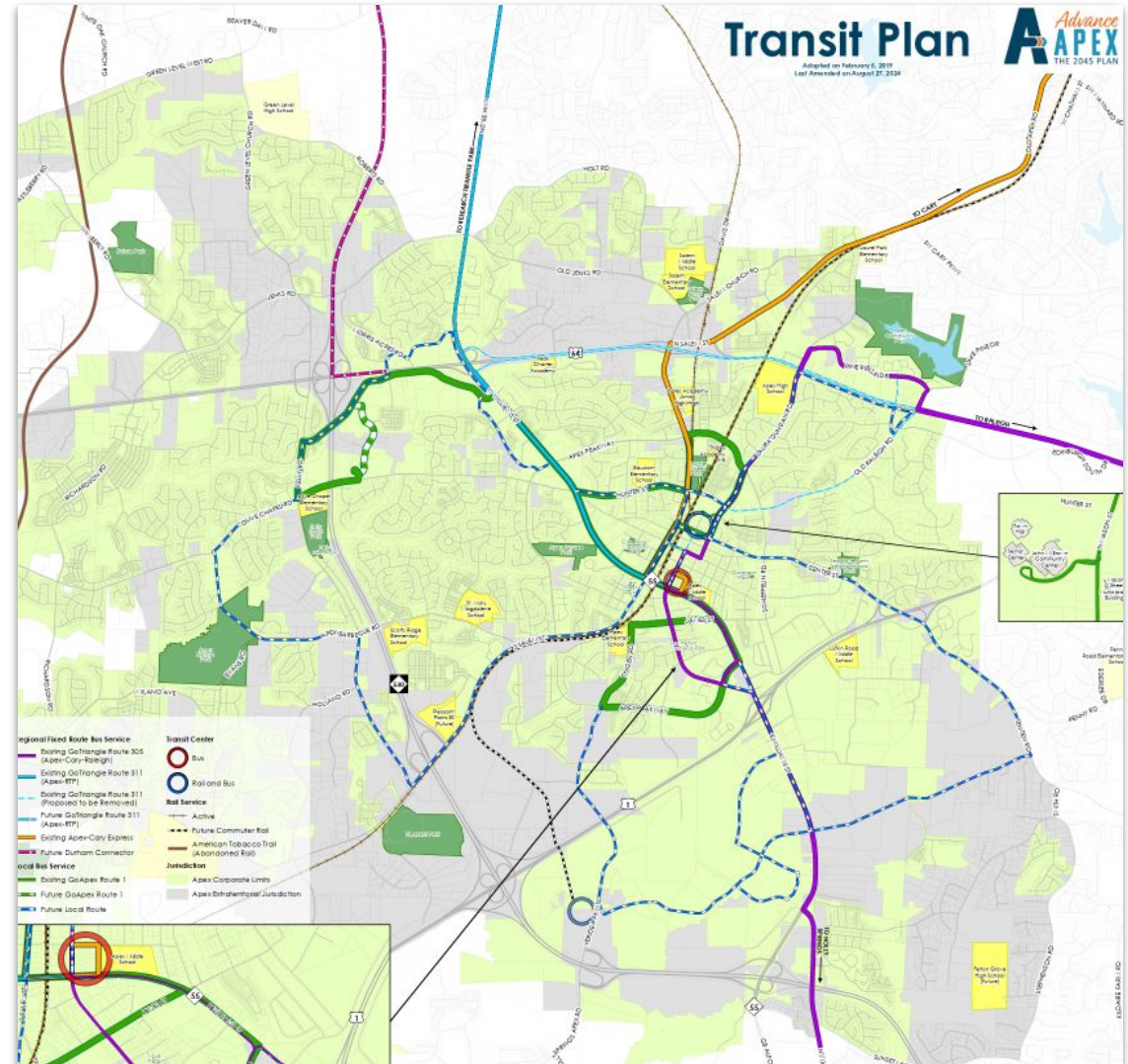
LITERATURE REVIEW

Apex Transit Plan (2024)

The Apex Transit Plan documents existing and future transit routes within Apex as well as connecting to neighboring cities and regional job centers.

Enhanced and expanded transit routes can create new opportunities for attainable housing development in multiple ways:

- Indirectly, by reducing the cost of transportation - and thus cost of living in general - for households struggling to afford housing.
- Directly, by unlocking sites for development supported by certain tax credit programs which require proximity to transit lines, such as the Low Income Housing Tax Credit (LIHTC) program.



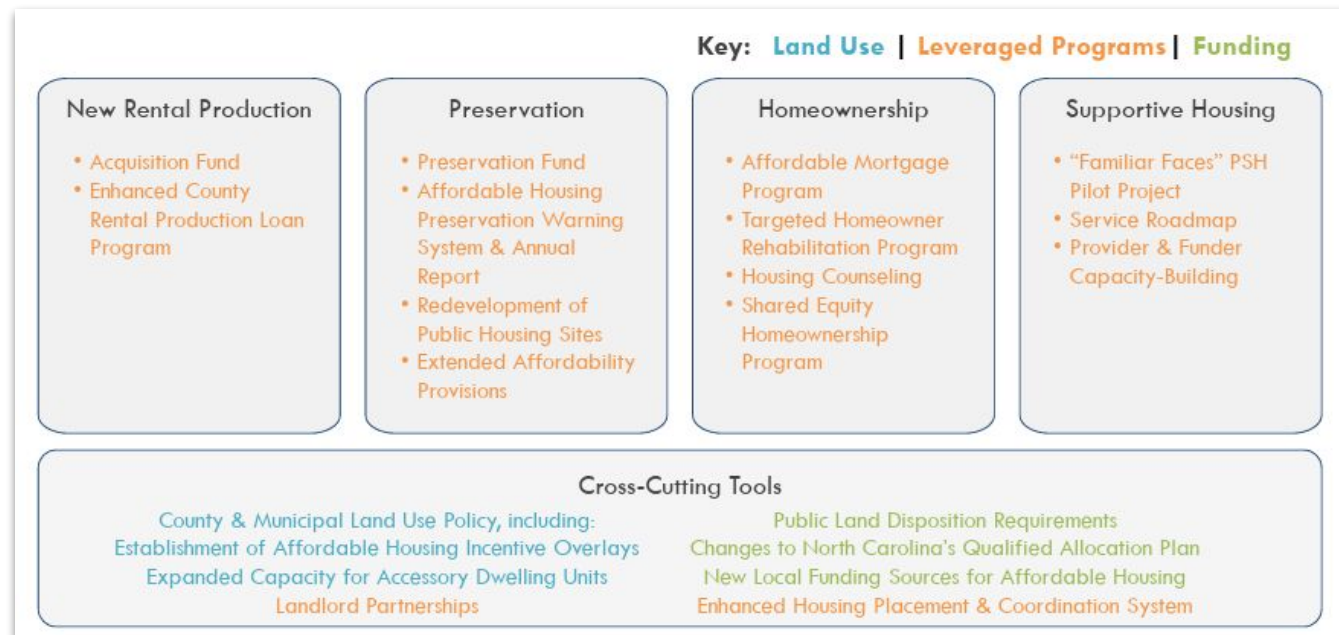
LITERATURE REVIEW

Wake County Affordable Housing Plan (2017)

Scheduled to be updated in the next couple years, the County's affordable housing plan reflects many of the same trends in 2017 that continue to impact housing affordability today.

The chart at right summarizes the plan's recommendations by topic area, including tools that cut across topics.

In the years since this plan was completed, the County has invested more directly in affordable housing development, such as by adding shelter beds and expanding its site acquisition fund.





Housing Market Analysis

Quantitative examination of local demographics, economics, housing inventory, and real estate markets to measure housing need, gauge demand, and inform housing production targets to plan for.



ANALYSIS

Methodology overview

The following analysis comprises the foundation of the Housing Needs Assessment by establishing Apex's current and projected housing needs, demand, and production target to underpin planning policies and strategies.

Housing needs

Determine housing needs of current residents by:

- Profiling household demographics and employment
- Measuring cost burden by income level
- Evaluating existing housing inventory
- Comparing need and supply to identify gaps

Housing demand

Estimate demand for housing over the next 10 years by:

- Establishing overall growth rate
- Analyzing demand drivers
- Quantifying demand by income level
- Integrating market trends and preferences

Production target

Set a production target to guide future housing policy and development by:

- Comparing need and demand
- Calibrating production scale and mix to feasibility constraints
- Detailing optimal housing mix

ANALYSIS: HOUSING NEEDS

AMI groups and housing affordability

Source: 2023 ACS 5-Year, CommunityScale

The following analysis examines household characteristics and housing need in terms of household incomes relative to the local Area Median Income (AMI). For example, households within the "50-80%" group earn between 50% and 80% of the HUD-established AMI for the metro area.

Each household AMI group has a different range of affordable housing costs. The right two columns indicate the maximum home price and rent affordable to each.

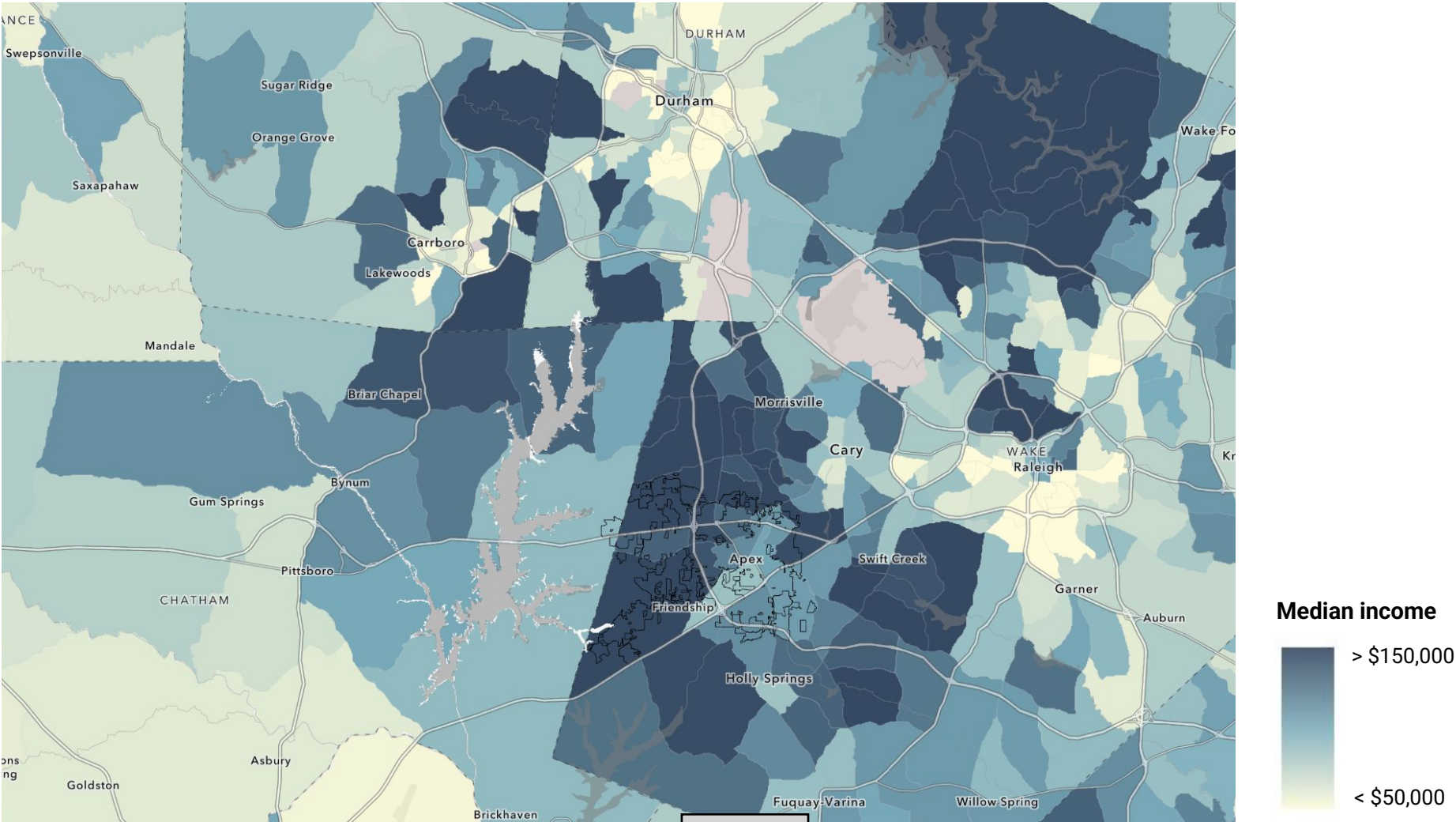
Housing affordability thresholds by household income group

AMI level	Total households	Household income range	Monthly affordable housing costs	Affordable home price max	Affordable rent max
<50%	3,792	<\$61,200	<\$1,550	\$66,153	\$574
50-80%	3,306	\$61,200-\$97,800	\$1,550-\$2,450	\$145,418	\$1,199
80-100%	2,745	\$97,800-\$122,300	\$2,450-\$3,050	\$200,293	\$1,631
100-120 %	2,274	\$122,300-\$146,800	\$3,050-\$3,650	\$255,169	\$2,064
120-140 %	1,957	\$146,800-\$171,200	\$3,650-\$4,300	\$309,923	\$2,496
>140%	9,799	>\$171,200	>\$4,300		

ANALYSIS: HOUSING NEEDS

Median household income, by Census tract

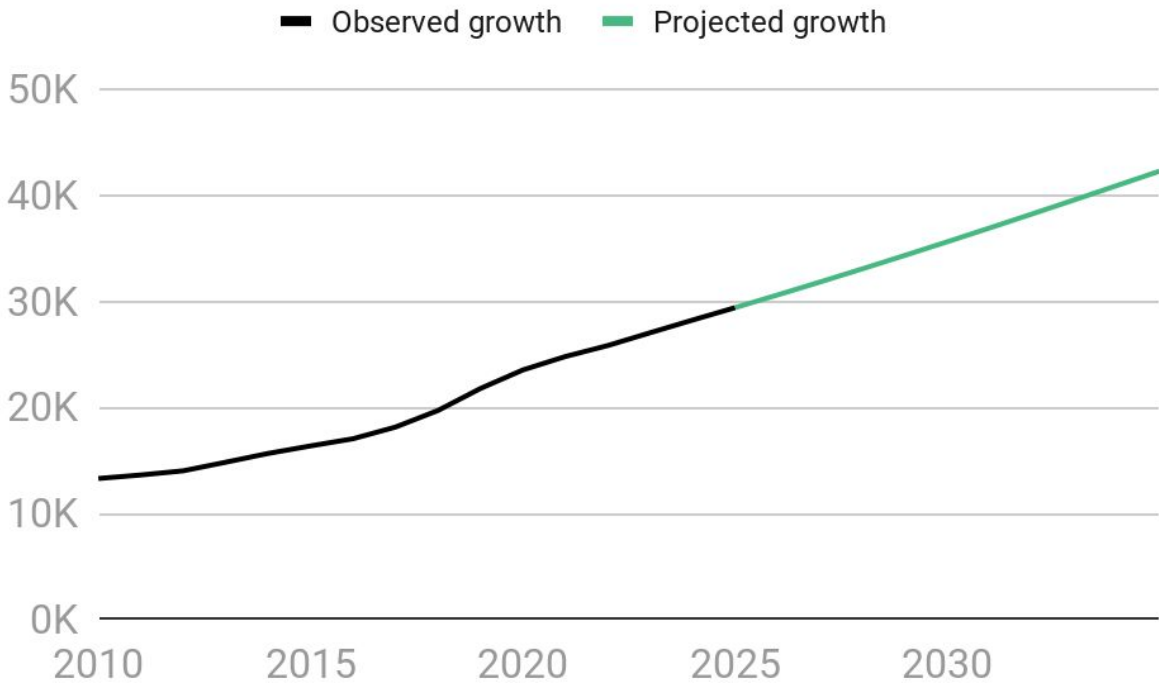
Source: ACS 5-year, 2023



ANALYSIS

Growth projection

Based on recent trends and estimates from the Planning Department, Apex is projected to grow to 24,836 households by 2035, a 35% increase from the estimated 2025 household population.



Year	Households	Net new since 2025
2010	13,307	-
2015	16,381	-
2020	23,548	-
2025	29,427	-
2030	35,645	6,218
2035	42,309	12,882

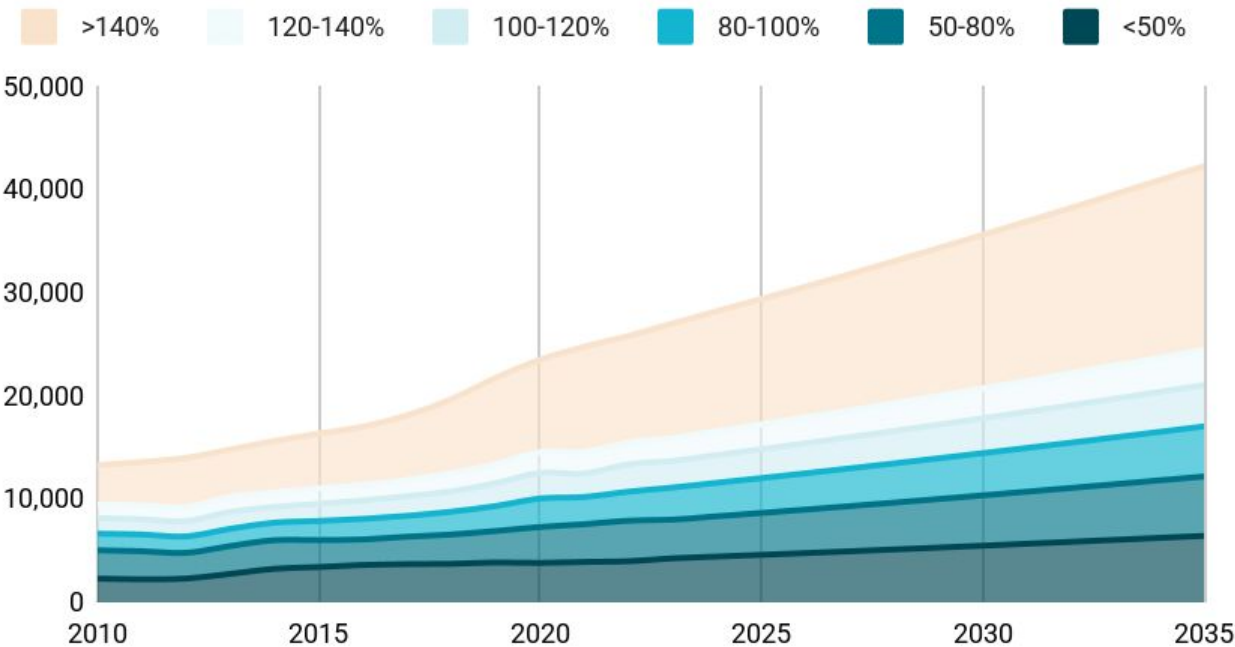
ANALYSIS

Households by AMI group

Source: 2023 ACS 5-Year, CommunityScale, Town of Apex

Apex’s household population has been growing rapidly over the past decade and is on track to continue doing so.

In terms of relative incomes, growth is expected at all levels with the largest absolute increase within the >140% AMI group.



AMI group	2010	2023	2035	2023-2035
<50%	2,335	4,298	6,477	2,179
50-80%	2,736	3,747	5,751	2,004
80-100%	1,614	3,112	4,853	1,741
100-120%	1,511	2,578	4,008	1,430
120-140%	1,325	2,218	3,417	1,199
>140%	3,786	11,107	17,803	6,696
	13,307	27,060	42,309	15,249

FINDINGS

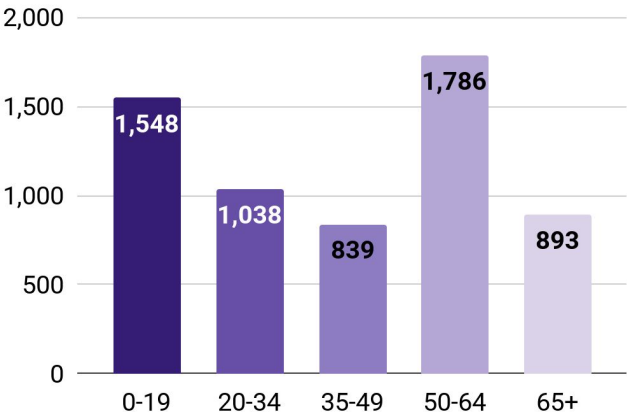
Population age trend and projection

Source: ACS 5-Year, CommunityScale

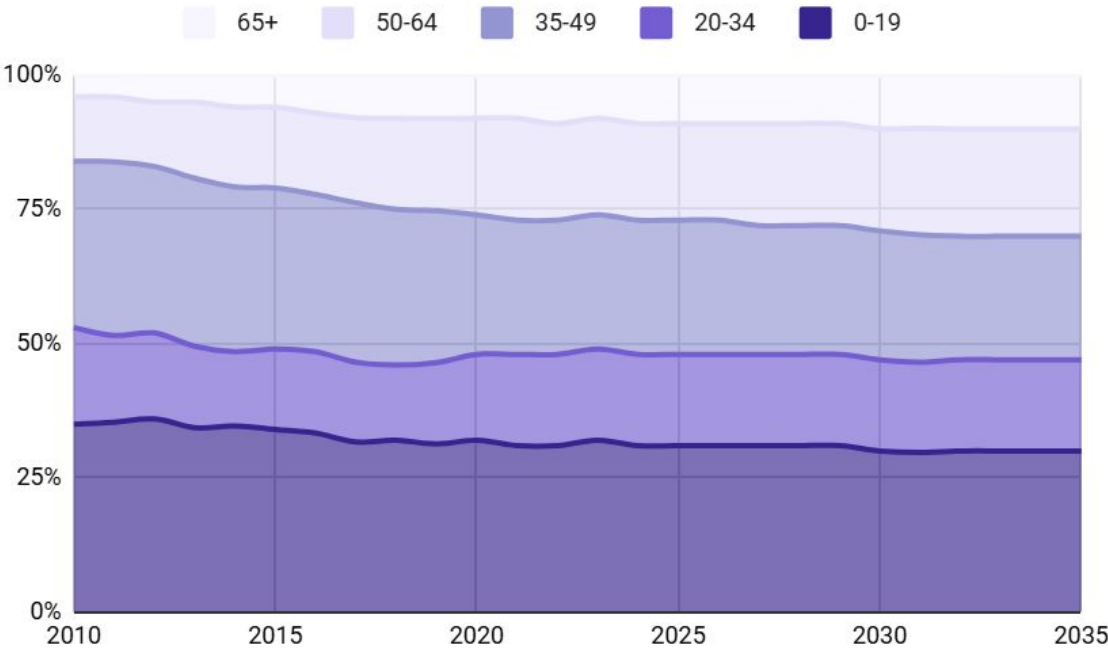
Unlike many other parts of the country where an aging population is the major headline, Apex’s growth is spread across all age groups, with children and adults aged 50-64 seeing the most growth. Seniors over 65+ are among the slower growing cohorts.

Each age group has different housing preferences, such as larger homes for families or a mix of smaller ownership and rental options for young adults and seniors interested in downsizing.

Net household change (2025-35)



Population by age cohort



This chart illustrates trends in population by age cohort, both historic and projected. The projection is based on recent trends extended. Depending on economic, policy, and other conditions, the future age distribution may vary over time.

ANALYSIS

Downsizing seniors

Sources: Census ACS 2023 5-Year; CommunityScale

Most older adults prefer to "age in place" in their existing homes. Only 5% of seniors relocate each year (versus 16% of the rest of the population), with only a portion of those movers specifically downsizing.

Those seniors who do relocate are typically motivated by cheaper, better, or newer housing, family reasons, health reasons, or specific life events.

Relocating older adults are more likely to opt for a newer property, at a rate of about 20% moving into homes less than 10 years old as new homes are typically more suitable for aging.

Potential downsizing seniors, 2025-2035

65+ households of 1-2 people in 3+ bedroom units	1,522
Potential annual downsizing rate	1.0%
<hr/>	
10 year downsizers (and units needed to accommodate them)	152

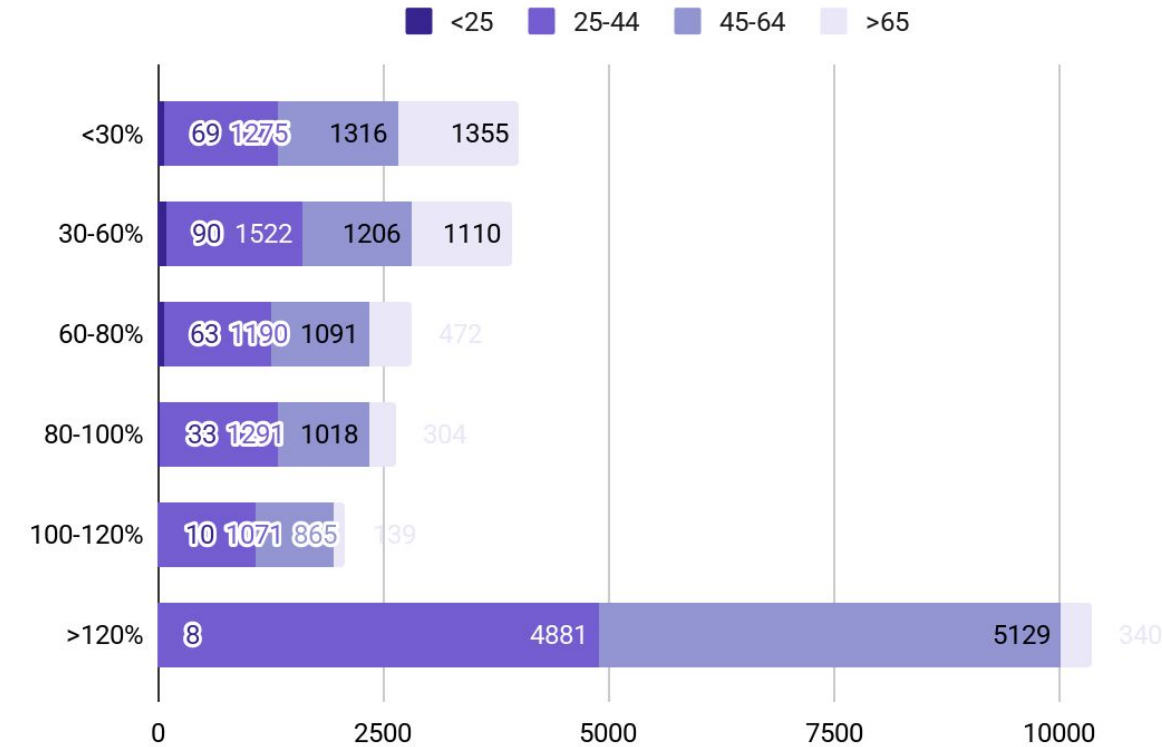
ANALYSIS

Household type by AMI group

Source: 2023 ACS 5-Year, CommunityScale

This chart indicates how each income group breaks down in terms of age of householder. In Apex, there are households of all ages at every income level, but the youngest and oldest households tend to be lower-income than middle-age households.

Number of households in each AMI group, by age of householder



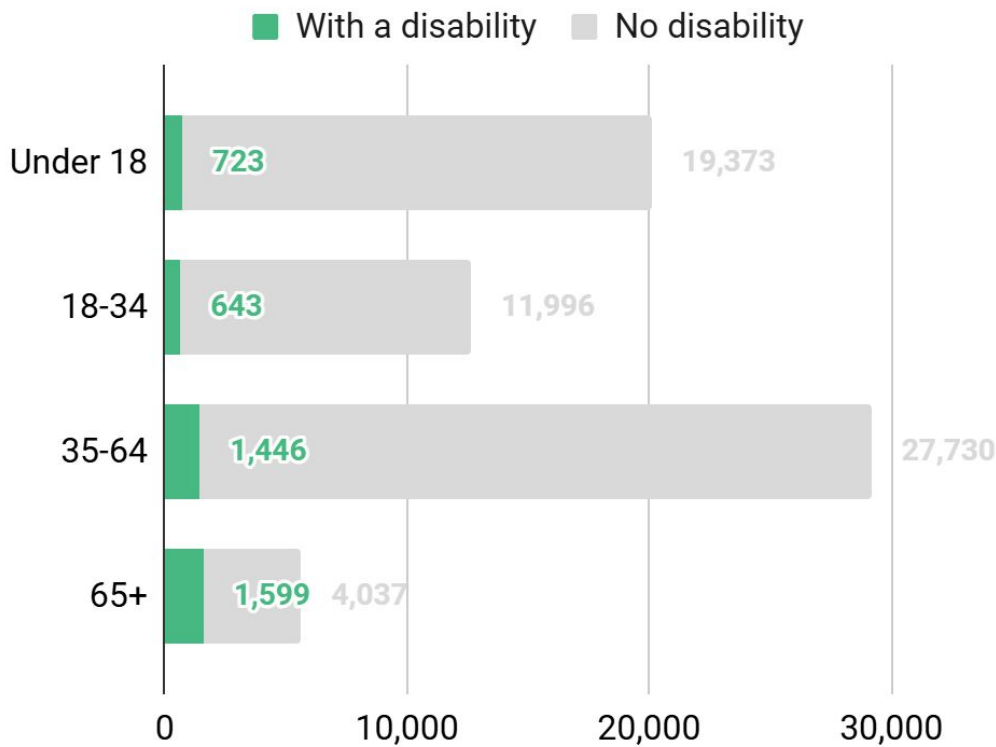
ANALYSIS

People with disabilities

Source: 2023 ACS 5-Year, CommunityScale

Apex’s resident population includes some people with disabilities that may restrict their housing choices. People with disabilities are most common in the 65+ age group but they are represented across all age groups at some level.

Population with selected disabilities by age cohort



ANALYSIS

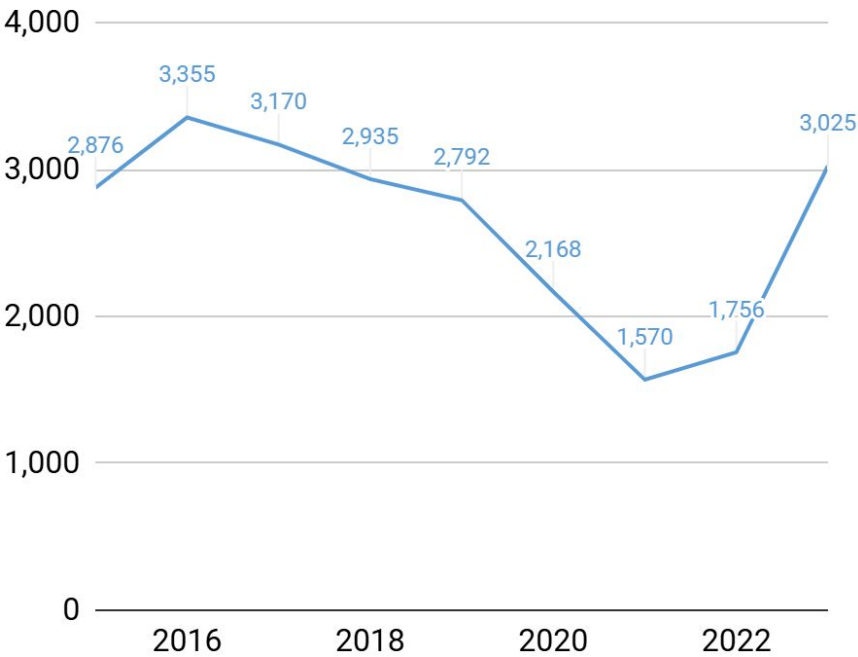
Rates of homelessness

Source: HUD HMIS System Performance Measures

Rates of first-time homelessness have returned to pre-Covid levels. This is likely driven in part by the sunseting of temporary pandemic-related funding and support programs. However, the high cost and constrained supply of housing also contributes to this challenge.

Interviews with continuum of care (CoC) service providers operating in Apex and broader Wake County indicate homelessness is becoming a more acute challenge both for the resident population and the organizations that manage these services. For example, as market rents increase, CoC providers are increasingly looking outside the county for landlords willing to accept placement vouchers and for units priced low enough to meet voucher cost criteria. These providers report that most - if not all - households that become homeless in Apex will likely be placed in supportive housing outside the community. In other words, once an Apex resident becomes homeless, it is likely they will be displaced from the community, potentially permanently.

First time homeless population (Raleigh/Wake County)



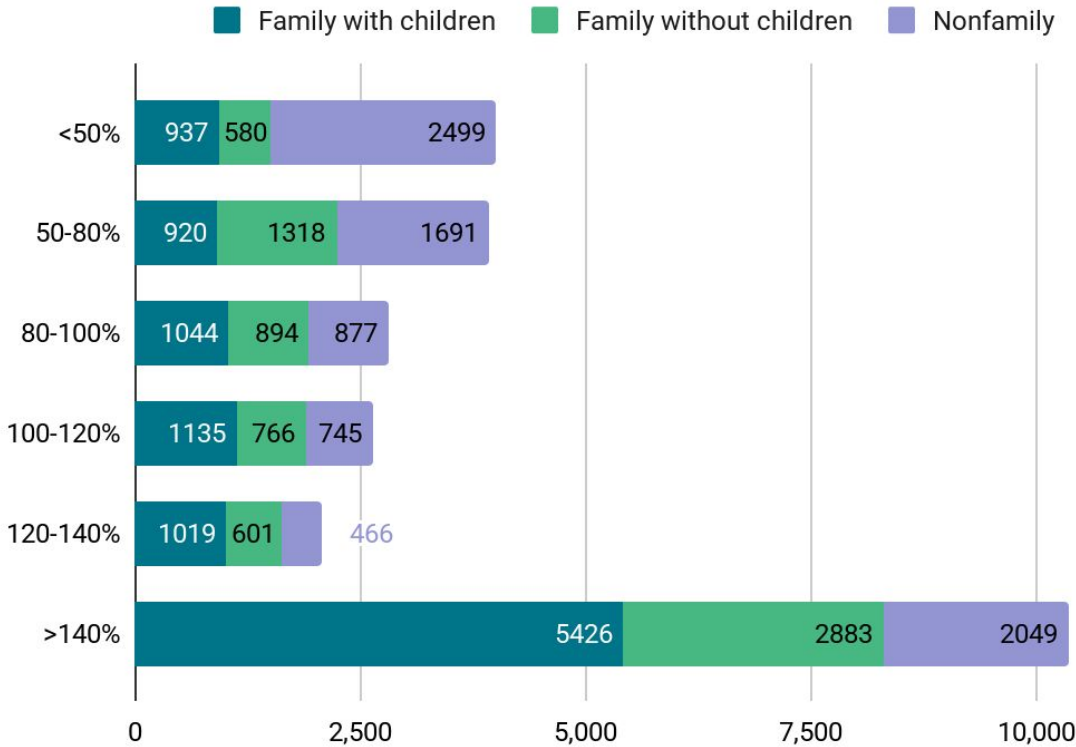
ANALYSIS

Household type by AMI group

Source: 2023 ACS 5-Year, CommunityScale

This chart indicates how each income group breaks down in terms of household type. In Apex, families with children are most concentrated in the >140% AMI group though many are lower income as well. Nonfamily households are predominantly low-income (this group includes one-person households). Families without children (such as couples) are distributed across incomes but most common at the >140% AMI level.

Number of households in each AMI group, by household type



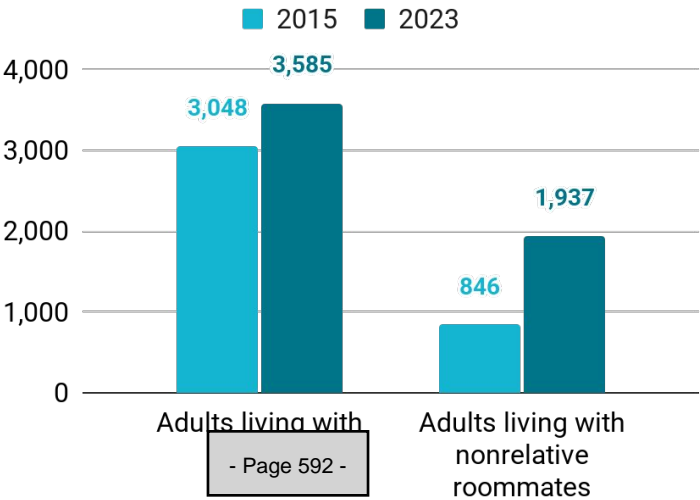
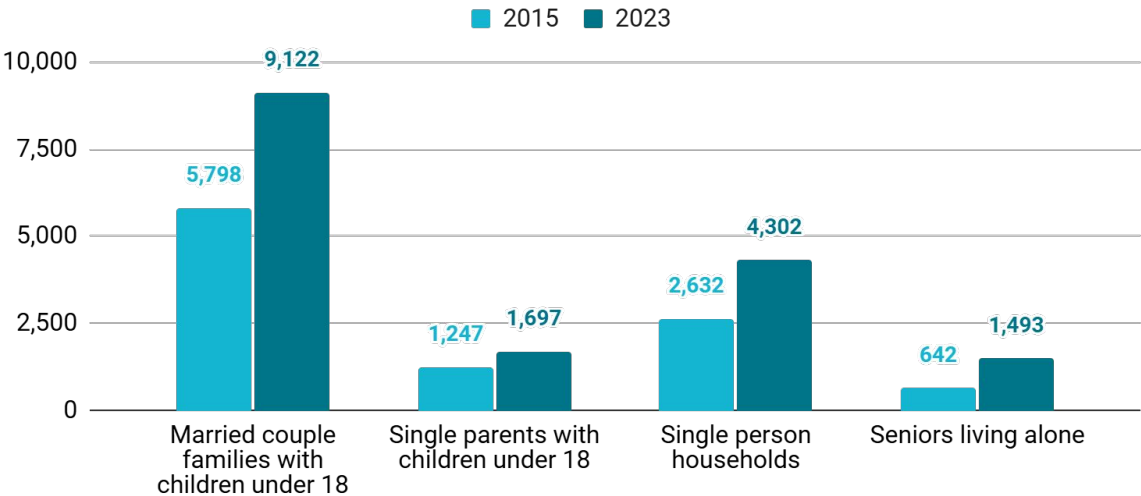
ANALYSIS

Family and non-family households

Source: ACS 5-Year, 2015 and 2023

Different family types have different housing needs, such married couples with children needing extra bedrooms, single parents needing lower costs, and single people needing less space or an option to downsize into.

Non-family households provide additional signals about the housing supply, from adult children living with their parents for lack of affordable local alternatives and roommates sharing larger units in ways that might differ from a conventional parents and their children (for example, preferring more bathrooms).



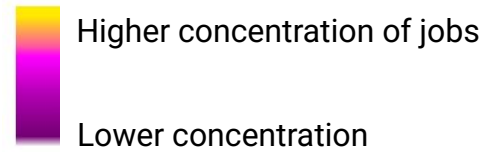
ANALYSIS

Employment and local workforce

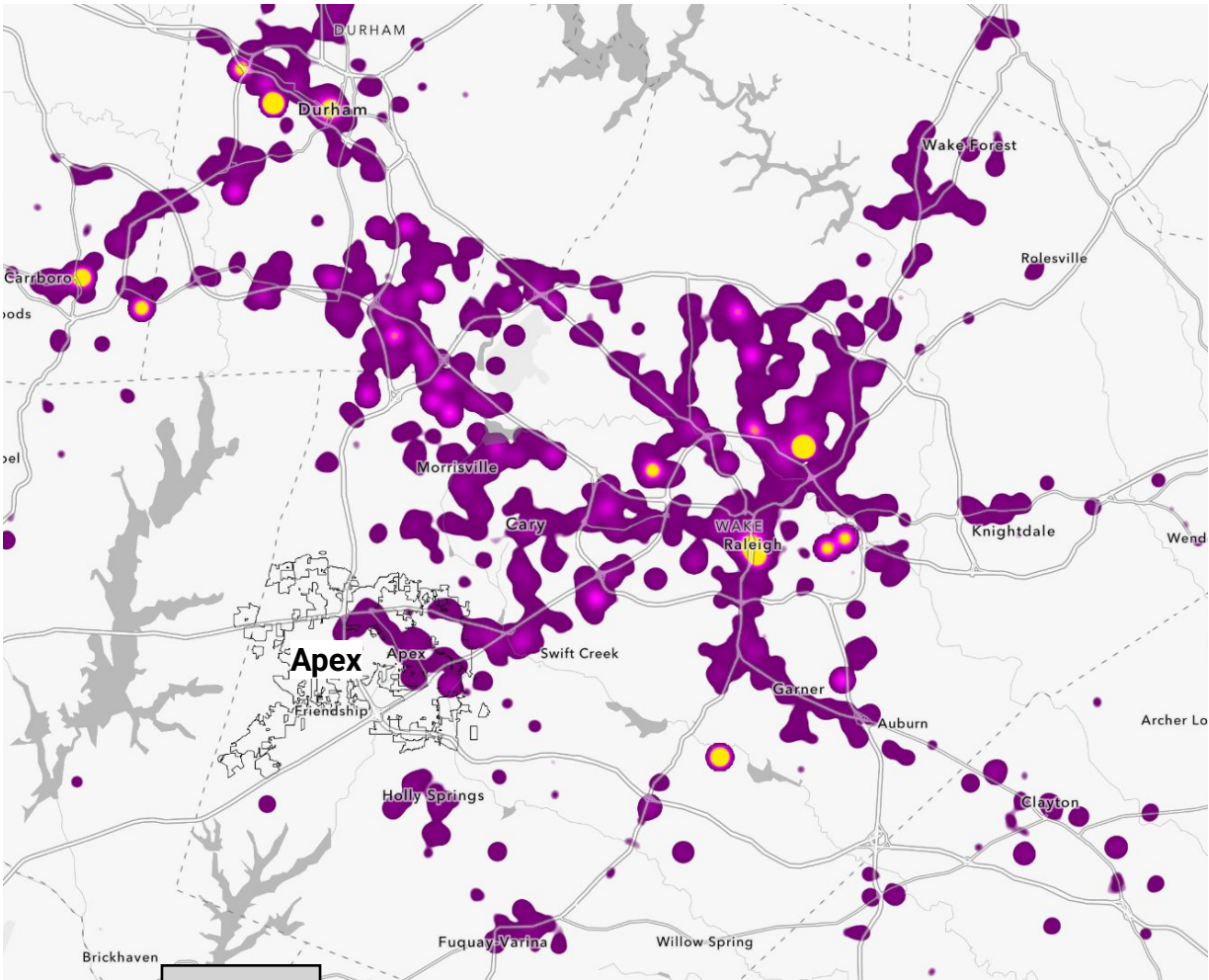
Source: Census Longitudinal Employer-Household Dynamics (LEHD) 2022

Though there are a large number of jobs in Apex, about 64% more people live in Apex than work here, making the town more of a bedroom community than a job center. Additionally, a relatively small number both live and work in Apex.

People who live here	33,751
People who work here	20,613
People who live and work here	2,656



Employment concentrations across the Raleigh region

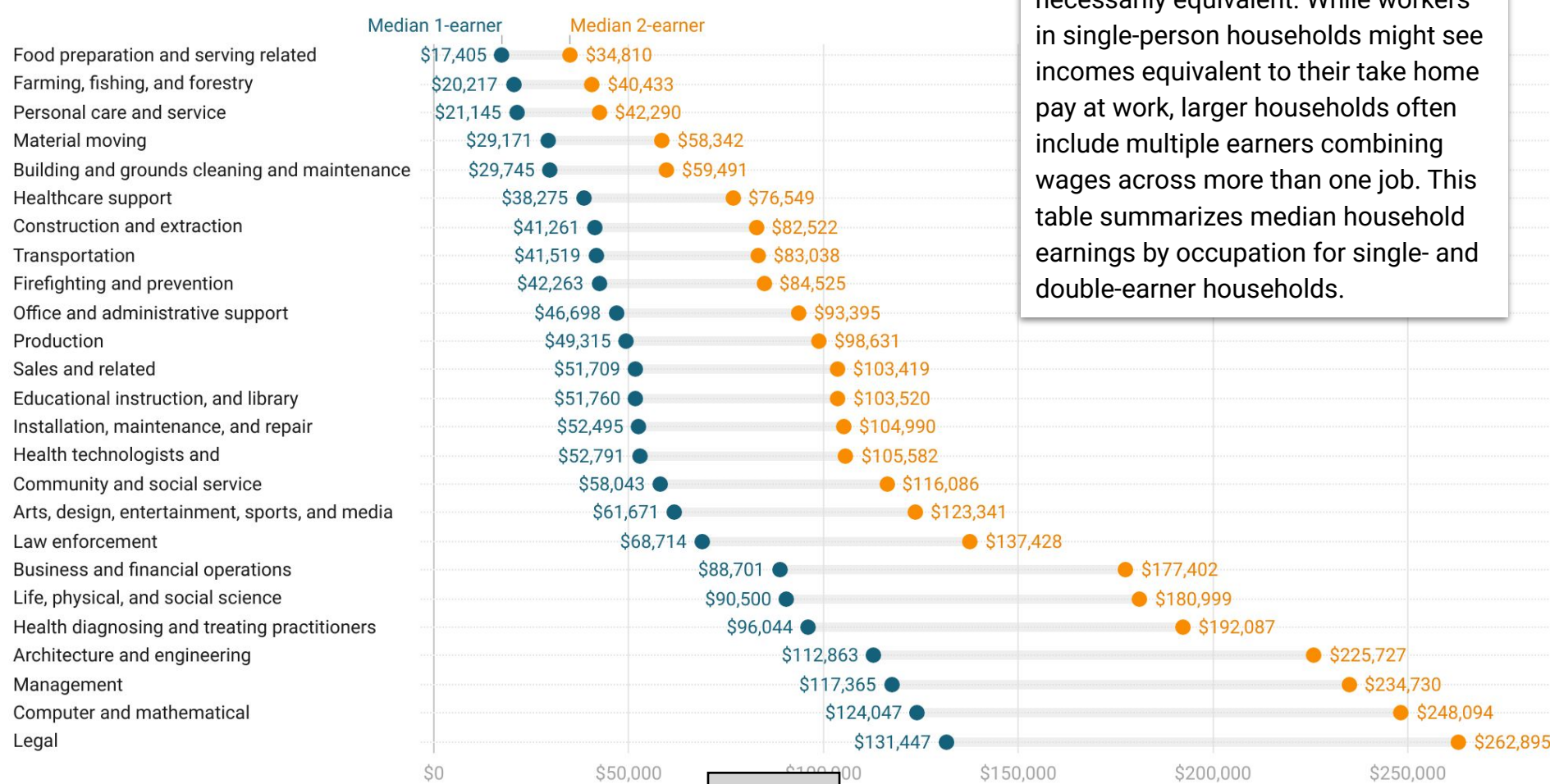


ANALYSIS

Earnings by occupation

Source: Census ACS 5-year 2023

Median household earnings by occupation and number of earners (Wake County)



Wages and household income are not necessarily equivalent. While workers in single-person households might see incomes equivalent to their take home pay at work, larger households often include multiple earners combining wages across more than one job. This table summarizes median household earnings by occupation for single- and double-earner households.

ANALYSIS

Housing attainability and the workforce

Source: Census ACS 5-year 2023

Job creation, talent attraction, and workforce retention can be influenced by the availability of housing options that meet the preferences and affordability constraints of prospective employees.

The top table summarizes the home prices and rent levels that would be attainable to typical employees in essential workforce professions. It will be easier to keep these important jobs filled if workers can find attainable housing nearby.

The bottom table indicates pricing attainable to professionals in knowledge sector jobs. These workers may prefer to live (and work) in a community that offers housing at moderately high price points along with amenities that support a good quality of life.

Essential workforce, selected occupations

Occupation	Attainable home price	Attainable rent
Healthcare support	\$125,000 - \$250,000	\$876 - \$1,753
Fire prevention	\$140,000 - \$280,000	\$969 - \$1,937
Education	\$170,000 - \$340,000	\$1,199 - \$2,399
Law enforcement	\$225,000 - \$450,000	\$1,592 - \$3,183

Knowledge sector workers, selected occupations

Occupation	Attainable home price	Attainable rent
Management	\$380,000 - \$760,000	\$2,699 - \$5,397
Computer engineering	\$405,000 - \$810,000	\$2,860 - \$5,720
Architecture and engineering	\$370,000 - \$740,000	\$2,606 - \$5,213
Legal	\$430,000 - \$860,000	\$3,022 - \$6,043

ANALYSIS

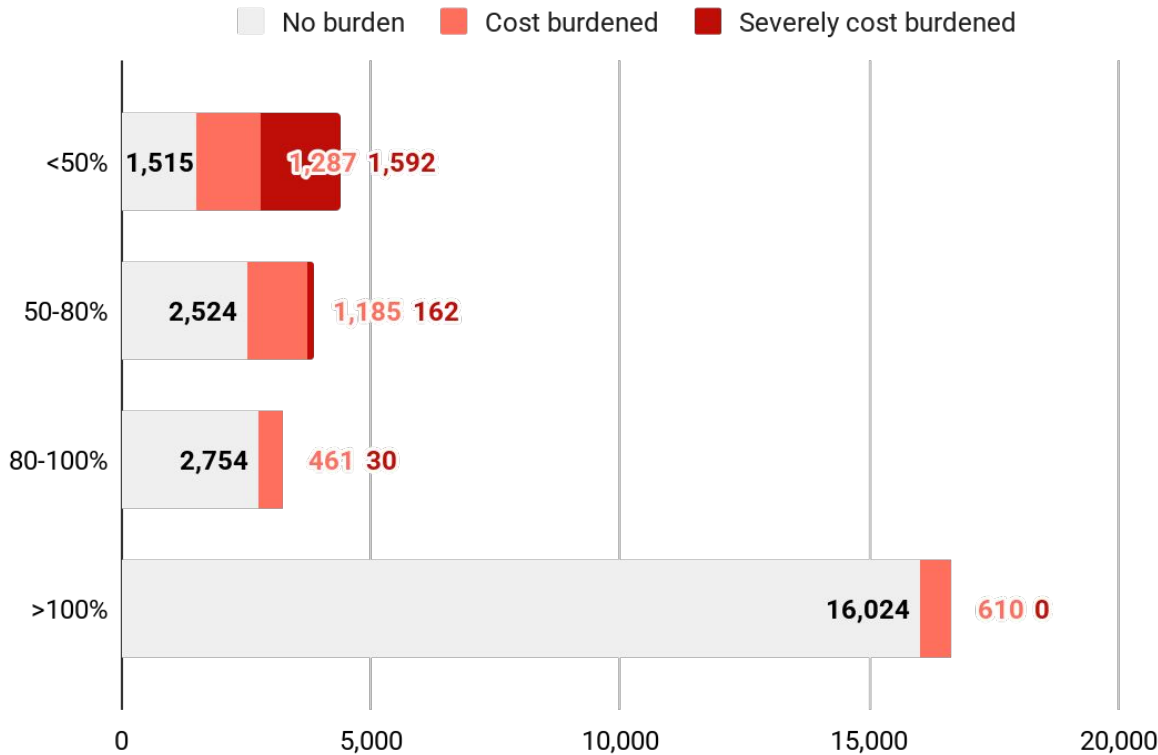
Cost-burdened households by AMI group

Source: 2023 ACS 5-Year, CommunityScale

Households are cost burdened when paying more than 30% of their income on housing costs. They are considered severely cost burdened when these costs exceed 50% of their income. For [renters](#), this includes lease rent and utilities. For [homeowners](#), this includes mortgage costs, property taxes, insurance, utilities, and any condo fees.

According to [Census research](#), approximately 60% of HUD Housing Choice Voucher and state voucher recipients report their contract rent, which results in an overestimate of cost burden among lower income households. There are less than 60 households receiving that type of subsidy in Apex, so the degree of overestimation is low.

Number of households in each AMI group, by cost burden



ANALYSIS

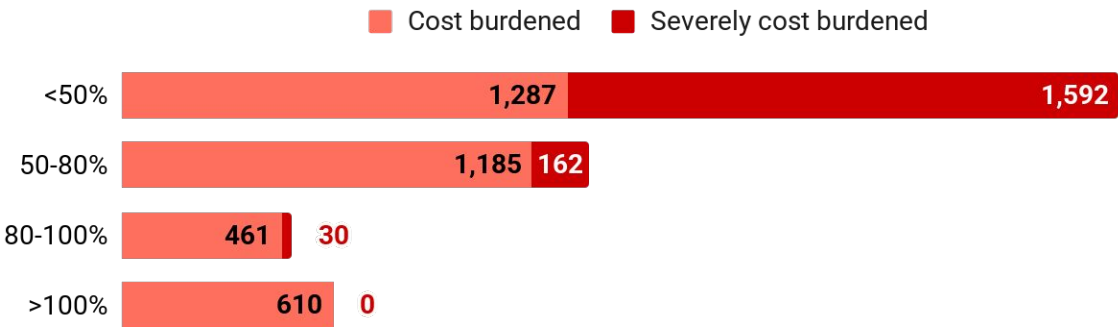
Attainability gaps

Source: Census ACS 5-year 2023, PUMS 1-year 2023, CommunityScale

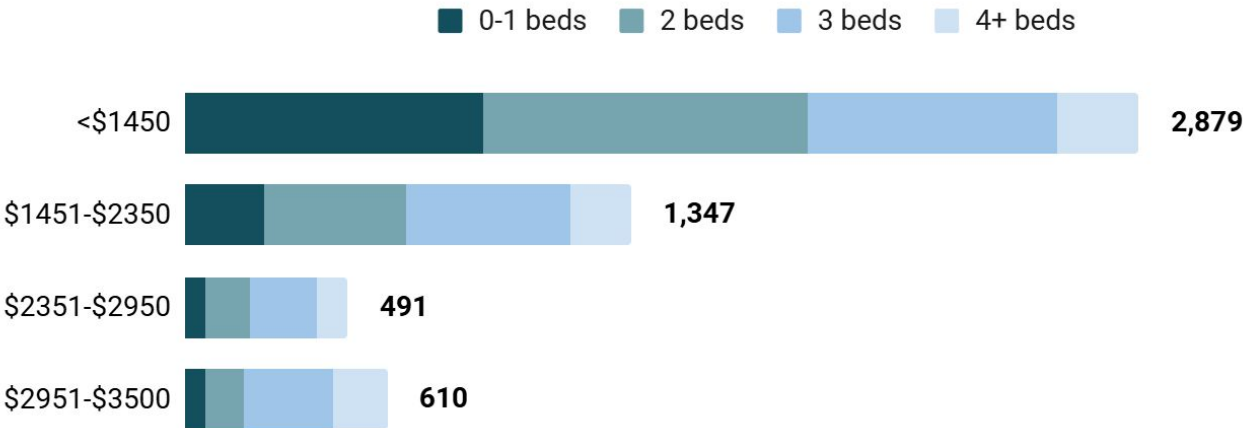
By definition, the housing needs of cost burdened households are not being met affordably by the current supply because they must pay more than 30% of their income to afford to live where they do. This can be referred to as the local housing “gap” or “shortage:” the units needed to counteract cost burden by providing a mix of units that matches the households ability to pay.

The top chart at right summarizes Apex’s total cost burdened households by income level in terms of AMI. The bottom chart indicates the mix of units that would meet this group’s bedroom count preferences and ability to pay. These units would, in other words, be “attainable” housing options for these presently cost burdened households.

Current cost-burdened residents by income (Census ACS)



Housing mix needed to counteract current levels of cost burden (Census PUMS)



ANALYSIS

Cost-burdened homeowners by Census tract

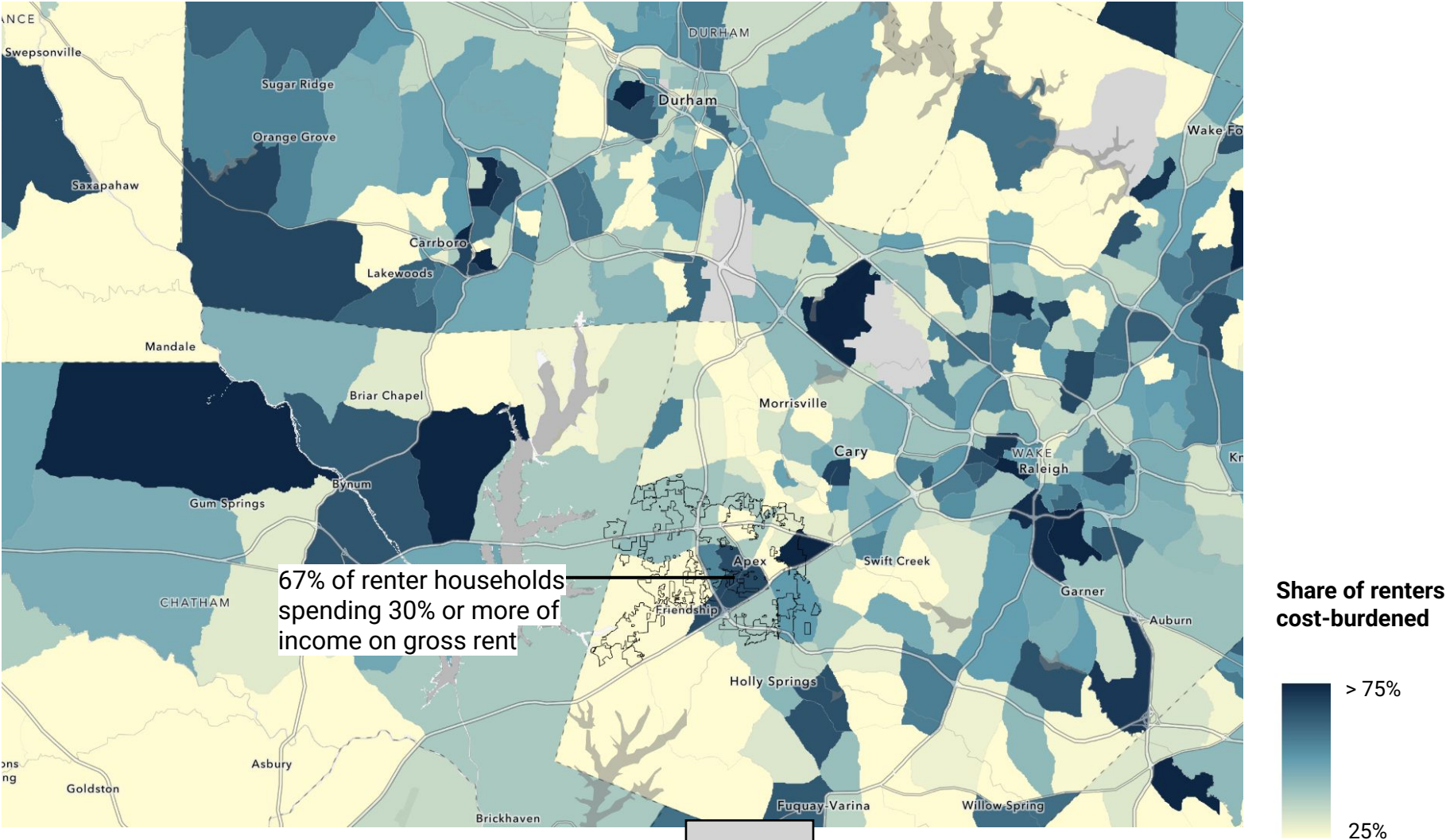
Source: ACS 5-year, 2023



ANALYSIS

Cost-burdened renters by Census tract

Source: ACS 5-year, 2023



ANALYSIS

Existing units by structure type

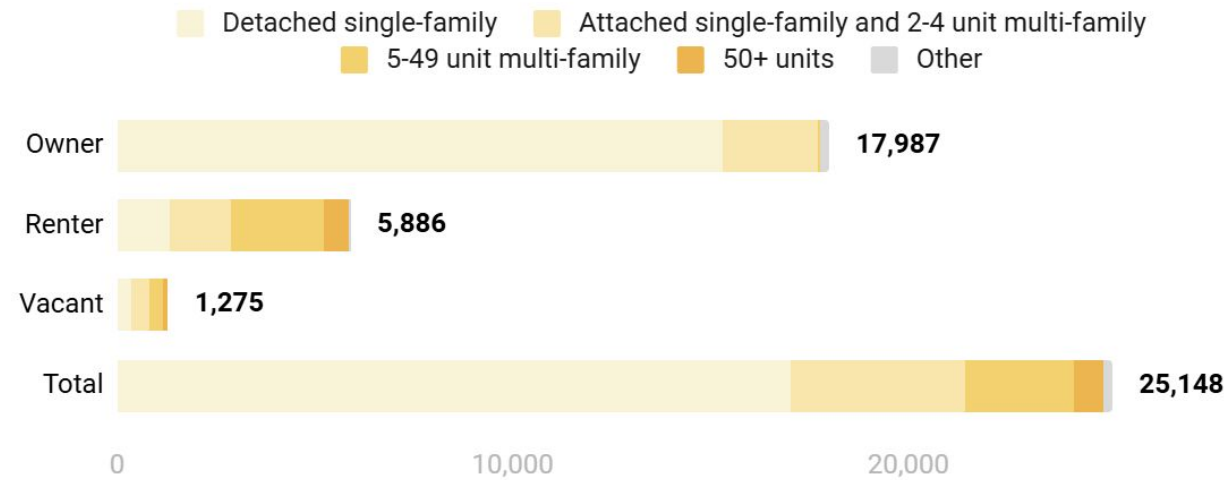
Source: ACS 5-year, 2023



This graph inventories the local housing stock in terms of each unit's structure type, a characteristic defined as the number of units in the building that contains a given unit.

Households may have different structure type preferences depending on characteristics such as household size, income, employment, presence of children, age of individuals, and lifestyle choices. Understanding the housing stock in corresponding terms helps assess how well existing units align with existing households' ideals.

Existing units by structure type



ANALYSIS

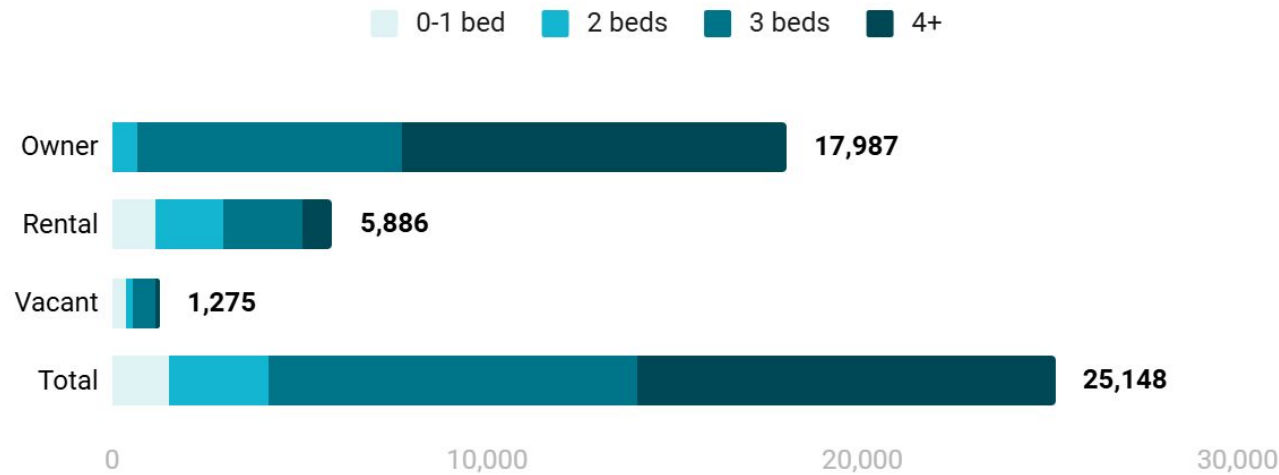
Existing units by bedroom count

Source: ACS 5-year, 2023

This graph inventories the local housing stock in terms of bedroom count by unit by tenure. The majority of Apex’s housing units are three bedroom or larger, especially among ownership units.

Household size and the presence of children are primary drivers for bedroom count with, as expected, larger families desiring more bedrooms than smaller households. However, other factors such as income and the incremental cost of extra bedrooms also influence these preferences. In most places, ownership units are generally offer more bedrooms than rental units. As above with structure type, this is not exclusively a result of the market reflecting household preferences.

Existing units by number of bedrooms



Few single family houses contain less than three bedrooms so, if they dominate the local ownership supply, there will not many small ownership units available. Conversely, most rental units contain fewer than three bedrooms so households interested in renting a larger unit may have limited options to choose from. This misalignment is at least somewhat driven by the fact that it is less capital efficient to build small houses and large apartments even if there may be some demand for them.

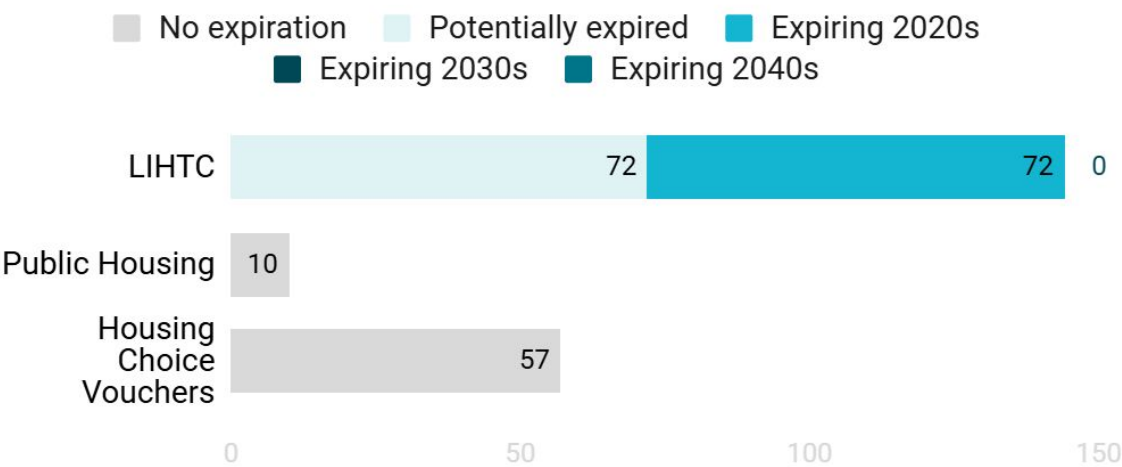
ANALYSIS

Committed affordable housing units

Source: HUD

The local housing stock includes a relatively small number of households supported by HUD programs such as Low Income Housing Tax Credits (LIHTC) and choice vouchers. For households with particularly low incomes, programs like this can represent one of the only housing options available to them.

HUD-subsidized affordable units by program and expiration date



ANALYSIS

Housing production over time

Source: ACS 5-year, 2023

This table chronicles the community's development history, indicating decades with relatively more or less construction activity. Most of Apex's housing stock has been built within the past 30 years. Projected growth over the next decade suggests a high rate of development will continue into the future.

Existing units by year built

Year built	Units	Share
2010 or later	10,498	42%
2000 to 2009	6,235	25%
1990 to 1999	5,445	22%
1980 to 1989	1,903	8%
1970 to 1979	367	1%
1960 to 1969	260	1%
1950 to 1959	190	1%
1940 to 1949	76	0%
1939 or earlier	174	1%

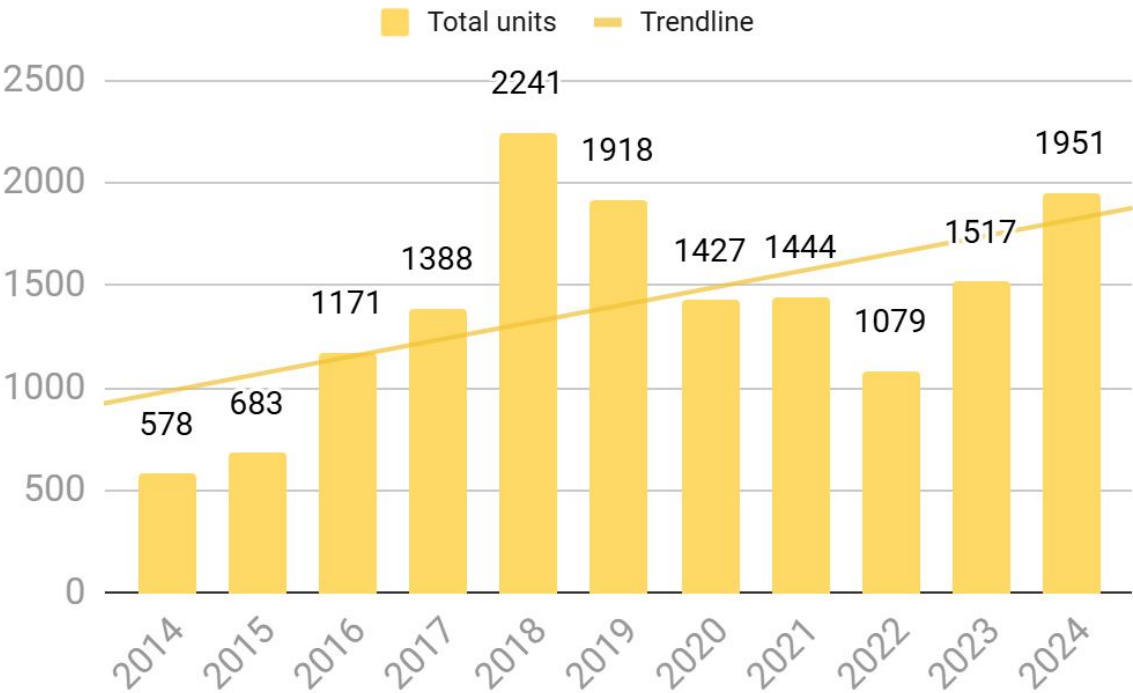
ANALYSIS

Permitting history

Source: US Census Building Permit Survey, 2025

Building permitting history is a proxy for construction activity over time. Apex has seen steady growth in annual permits throughout the past decade.

New construction housing building permits issued by year



ANALYSIS

Homeowner costs

Source: Zillow ZHVI 2024, Census ACS 2023 5-Year

Home type	Home price	Monthly cost
Single family	\$609,128	\$4,711
Condo	\$397,132	\$3,115

The chart at right tracks the [typical market value](#) for single family homes and condos over the past several years.

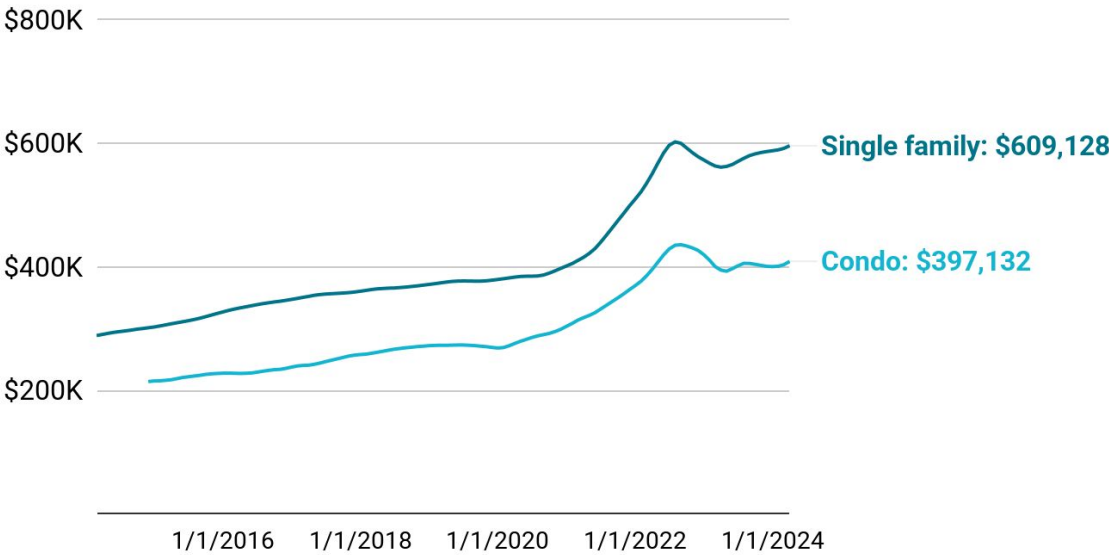
The above table translates these values into monthly costs (including mortgage + tax and other costs).

The bottom chart summarizes the distribution of costs across all ownership units in the area, most of which last transacted years ago.

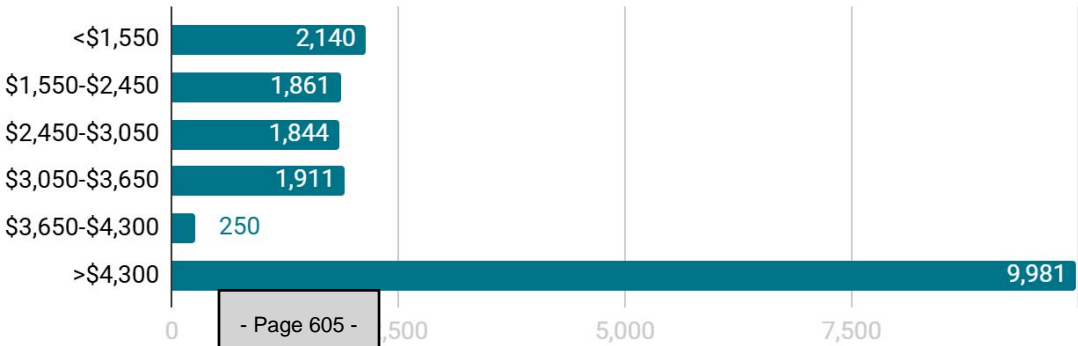
These charts reveal the difference between how much most homeowners currently pay per month (bottom) and it would cost per month to own a home purchased on today's market (top).

About 45% of Apex homeowners pay below \$4,300/mo compared to the \$4,392 required to afford a single family house on today's market.

Typical market value of ownership units



Owner households by current monthly housing costs

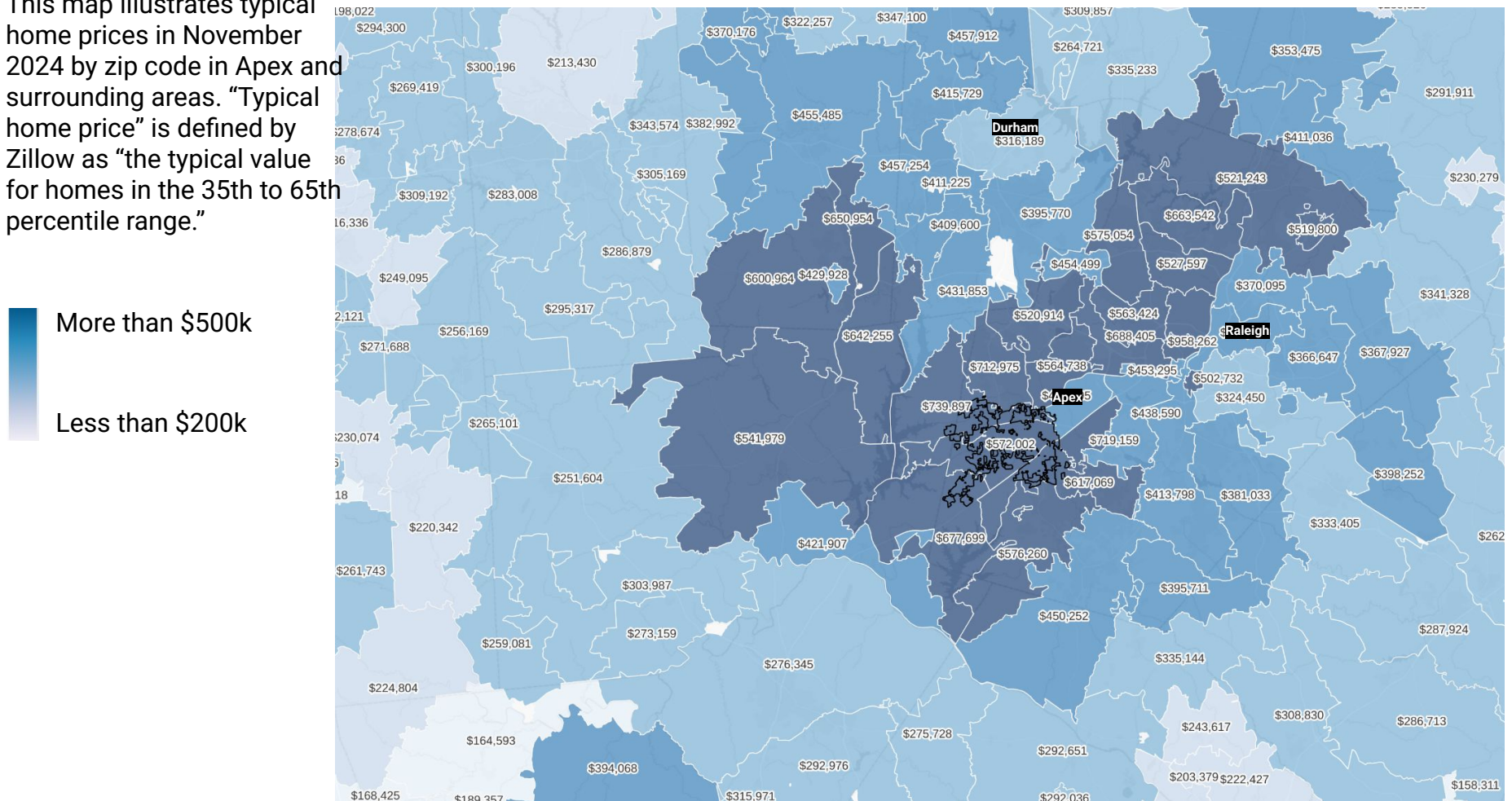


ANALYSIS

Typical home prices by zip code

Source: Zillow ZHVI 2024

This map illustrates typical home prices in November 2024 by zip code in Apex and surrounding areas. "Typical home price" is defined by Zillow as "the typical value for homes in the 35th to 65th percentile range."

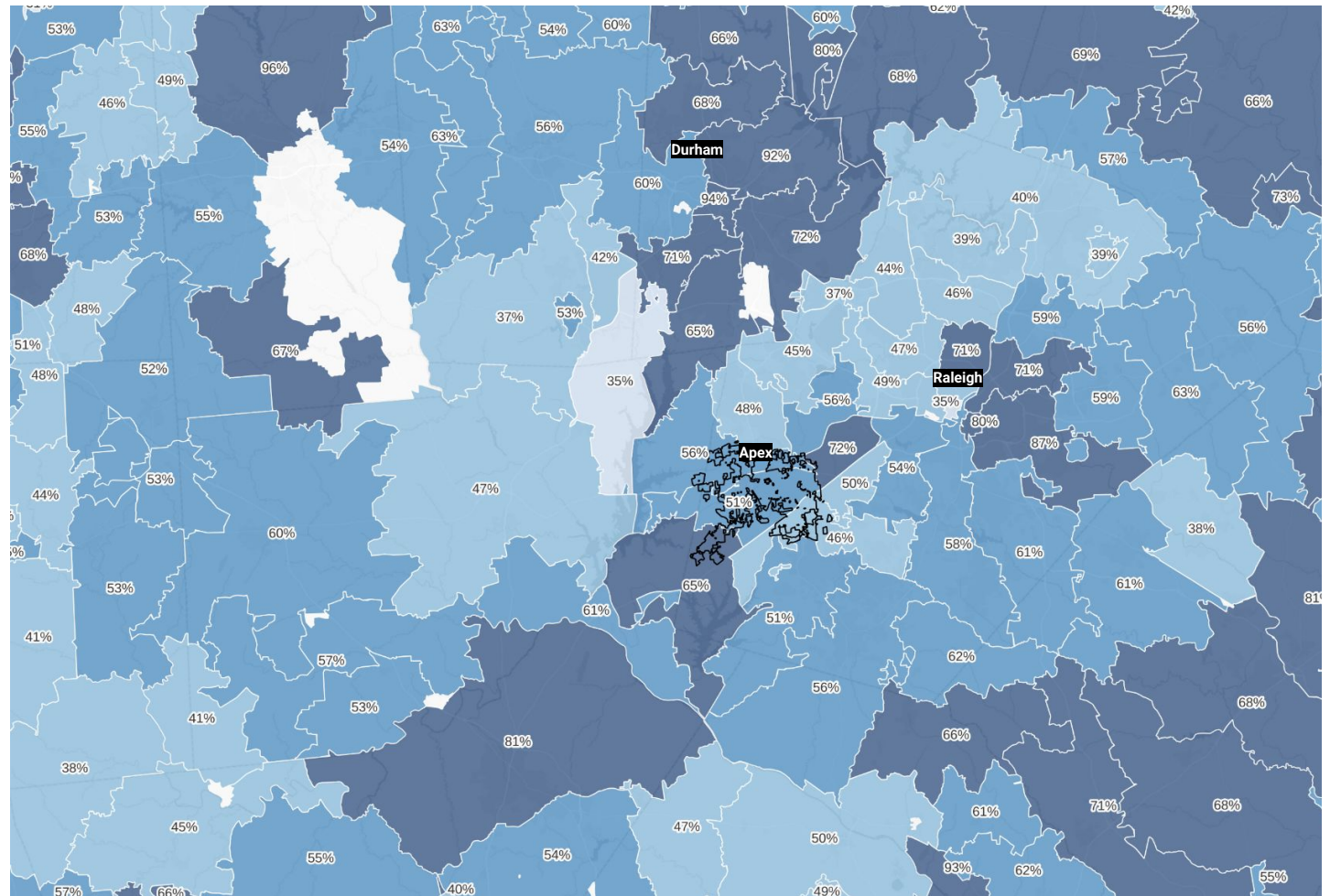
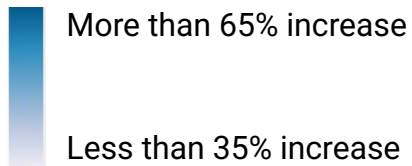


ANALYSIS

Typical home prices by zip code, change since 2014

Source: Zillow ZHVI 2024

This map illustrates the inflation-adjusted change in typical home prices between November 2014 and November 2024 by zip code in Apex and surrounding areas.



ANALYSIS

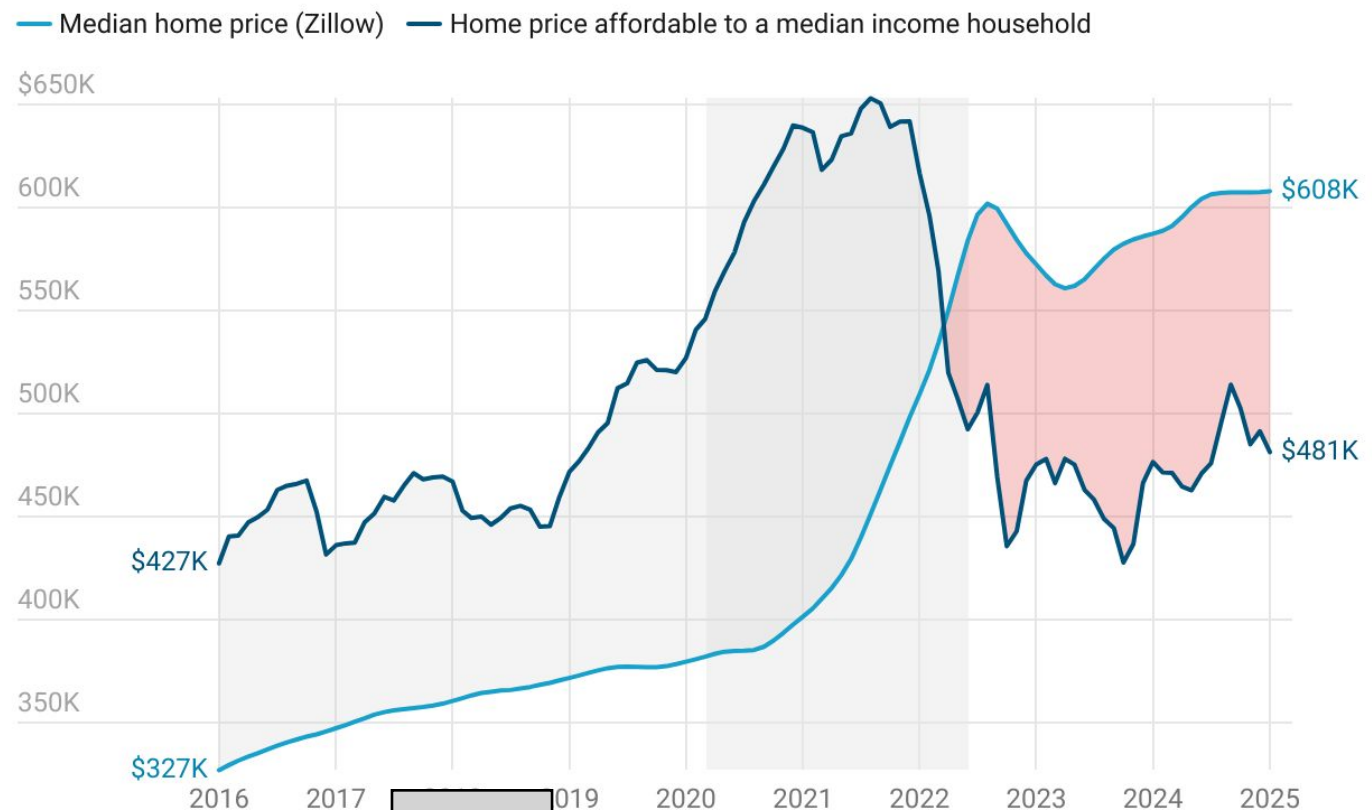
The median household income cannot afford the median priced home - and the gap is growing

This chart compares the median listing price in Apex with the home value attainable to a household earning the median household income. A wider gap means higher barrier to entry for first-time homebuyers and increased risk that an existing resident might be priced out of the community if they choose or need to move to a different house.

Affordability is based on the county's estimated median income. Actual affordability levels for specific properties vary based on variation in the above variables as well as possible additional costs for some units such as condominium fees.

How affordable is Apex?

Time series model inputs for affordability with current figures: 6.96% interest rate (Jan 2025); property insurance; mortgage insurance; 1.0% property tax rate; 13.9% down payment (state average); \$607,901 typical home value (Zillow, Jan 2025); \$149,739 median income (Jan 2025 CommunityScale estimate)



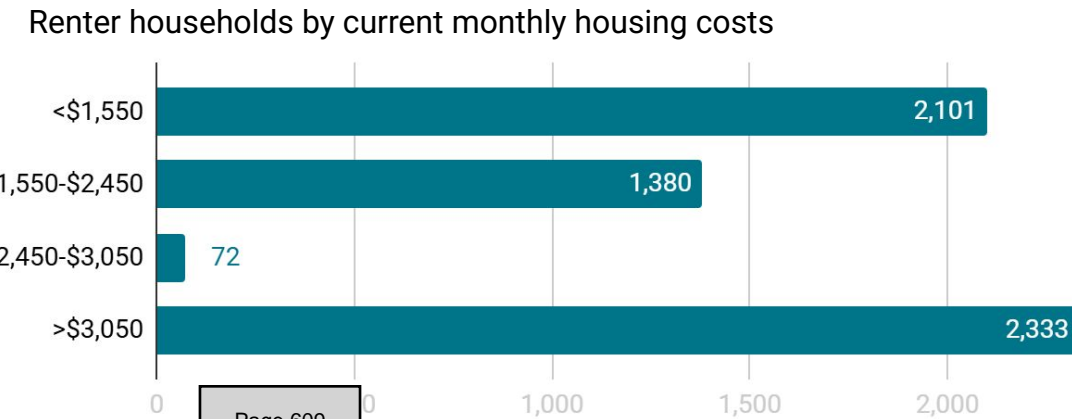
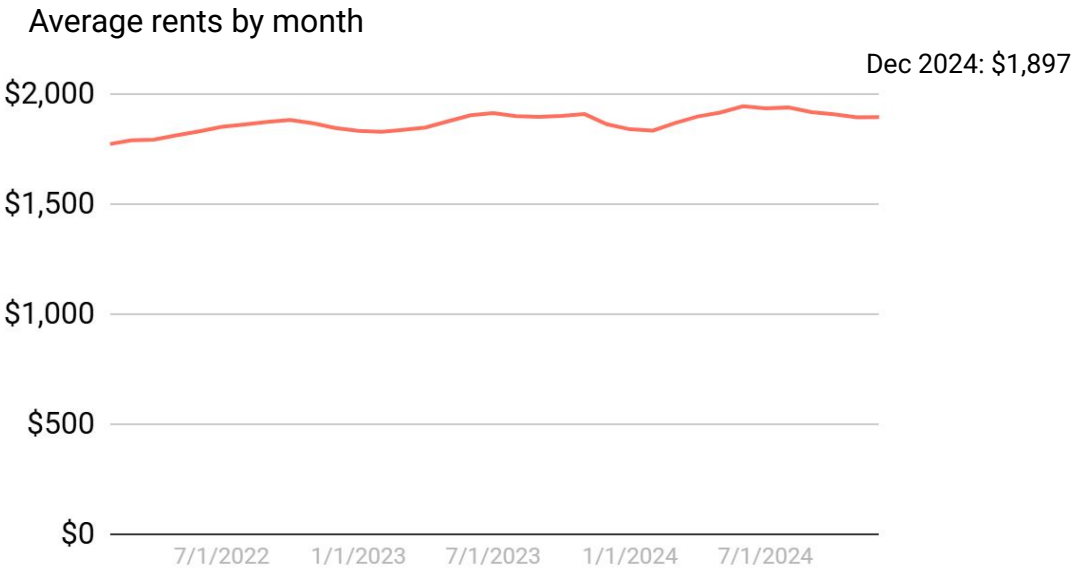
ANALYSIS

Renter costs

Source: Zillow ZORI 2024, Census ACS 2023 5-Year

The top chart tracks average rents in Apex over the past three years. The average asking rent should be understood as the typical cost to a household signing a new lease under current conditions. In reality, because this is a single average value, actual asking rents may vary depending on characteristics such as size, location, and property features but they will collectively track along this trendline.

The bottom chart summarizes how much current Apex residents pay for rental units monthly, including newly occupied units along with units that have been occupied for longer (and where rent may have been set at a much lower rate than today’s asking price). Most Apex renters pay rents at or above the town average. However, those who pay less may have trouble affording new options within the community if they need to leave their current unit.

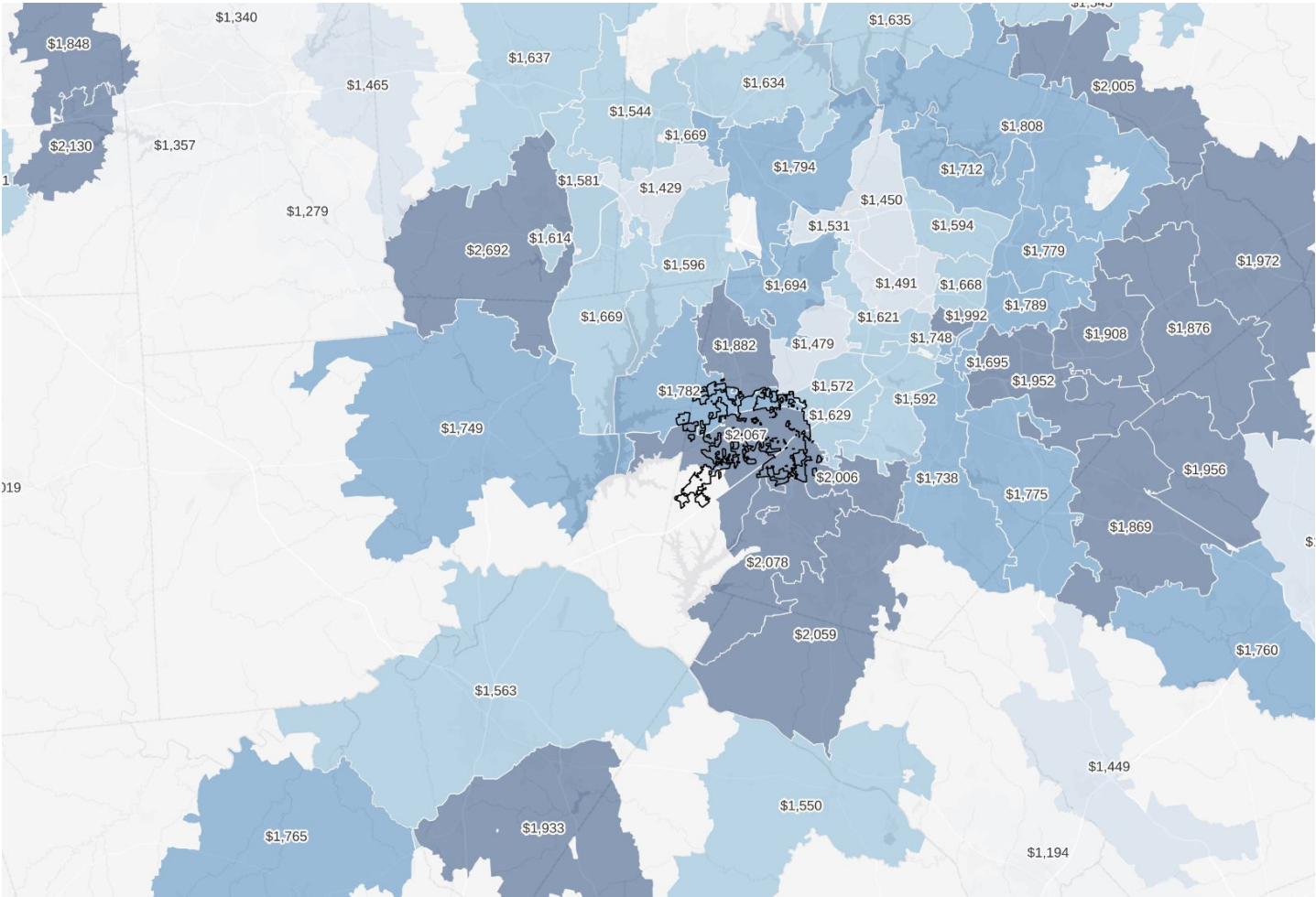
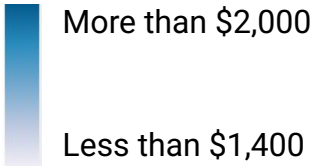


ANALYSIS

Typical rent by zip code

Source: Zillow ZORI 2024

This map illustrates typical home prices in November 2024 by zip code in Apex and surrounding areas. “Typical home price” is defined by Zillow as “the typical value for homes in the 35th to 65th percentile range.”



ANALYSIS

Additional housing supply needed, 2025-2035

Sources: Census ACS 2023 5-Year; CommunityScale

The following calculation translates household growth to a target for housing supply and related housing production. This calculation takes into account several adjustments intended to relieve underlying market pressures such as pent up demand.

12,882	Net growth in households	Housing supply needed to keep up with projected household growth over the next 10 years (Apex Planning Department forecast)	
122	Replacement	Housing production for 0.1% annual replacement of overall stock throughout the planning period.	
123	Ownership vacancy	There aren't enough ownership units available to meet pent-up demand, creating unsustainably low vacancy that can drive up prices.	
0	Rental vacancy	There are enough rental units to keep up with demand, avoiding unsustainably low vacancy that can drive up rents.	
0	Overcrowding	There aren't more overcrowded units than the national average, so no adjustment is needed for correction.	
0	Substandard housing	There aren't more substandard units than the national average, so no adjustment is needed for correction.	

13,127 Total additional housing production needed for adequate supply (48% total growth)

1,313 Annual production target (4.8% annual growth)

ANALYSIS

Meeting demand: Emerging housing preferences

Source: CommunityScale

This and the following slides summarize current trends and housing preferences that should be considered when programming and designing housing to best meet demand.

Household structures have changed significantly since Apex began its 30-year growth trajectory. Today, households are smaller, less likely to have one or more children, and more likely to include non-family or multi generational cohabitants. Future development should be designed to reflect the current diversity of household structures and wider range of housing needs and preferences.

This is not to say the status quo of larger single family houses is irrelevant - market demand remains strong - but these emerging preferences suggest future development could be more diverse in typology, scale, and design.

Smaller units: Fewer bedrooms for smaller households.

Parking optional: Enabling a car-free or car-lite lifestyle.

Roommate-ready: Accommodating non-family households.

Green building: Efficient, low-impact design and systems.

Multigenerational: Space for adult children or elderly parents.

ANALYSIS

Meeting demand: Workforce housing

Source: CommunityScale

“Workforce housing” is typically oriented to middle-income households that often consist of singles, couples, or young families. Jobs typically attributed to this group include public safety officers, educators, municipal employees, skilled nurses, and other occupations that often require some level of higher education and pay wages equating to 80-120% AMI.

Moderate cost for families: Workforce families can afford units that are closer to the middle of the market.

Lower cost for singles: One-person workforce households cannot afford as much as dual-earner families.

Not too many bedrooms: Workforce-oriented housing should include mostly 0-2 bedroom units.

Well-maintained: Workforce can afford rent/mortgage but large capital costs can be destabilizing.

Near job centers: Households can save money by living close to work and commuting without a car.

ANALYSIS

Meeting demand: Senior housing

Source: CommunityScale

Many people 65 and older explore transitions to housing units that allow them to age-in-place, offering accessible design, enabling lower-cost living, and supporting an active, community-oriented lifestyle.

While some seniors are attracted to purpose-built, age-restricted housing developments, others prefer housing in more conventional settings that is designed or retrofit to accommodate aging people.

Universal design: Accommodating to people with limited mobility.

Low maintenance: Less space and less work to keep up.

Energy efficiency: Lower utility costs affordable on fixed income.

Accessible: Single-level with ADA-compliant doors, baths, etc.

Social: Designed and located to promote an active community life.

ANALYSIS

Meeting demand: Downtown living

Source: CommunityScale

Recent years have seen growing demand for housing in walkable, downtown or compact neighborhood environments. This can include both dense urban places as well as small town downtowns. Increasingly, the most desirable and competitive housing markets are those with access to the qualities and amenities of a downtown environment within walking distance.

Walkability: More daily needs and wants accessible on foot.

Transit: Close to bus lines and train connections.

Amenities: Near restaurants, shops, and cultural destinations.

Services: Access to health and community services without a car.

Activity: Located in a lively and vibrant neighborhood.

ANALYSIS

Meeting demand: Structure type

Sources: Census ACS 2023 5-Year; CommunityScale

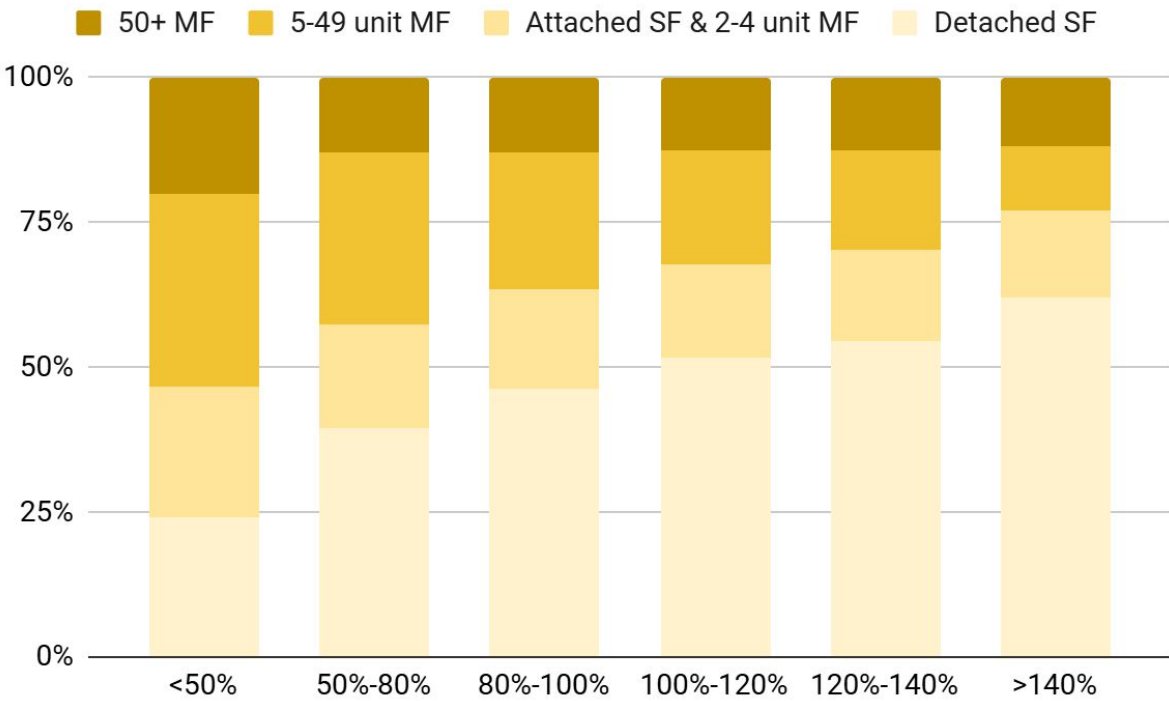


Given the variety of housing structure types available, it is important to consider how demand is distributed across the primary categories. The chart at right provides this breakdown by income to illustrate the variation in structure type demand from low-income to high-income households.

In general, lower-income households are more likely looking for multifamily and attached single family options whereas higher-income households are more likely looking for detached single family.

Importantly, however, there is significant demand for all structure types at all income levels, suggesting a full range of options are needed across price points.

Housing demand by structure type and income level



Denser housing types such as large multifamily developments are most suitable in and near downtowns and near employment centers. Smaller multifamily and attached single-family are suitable in most locations, such as in and around downtowns and as infill development in neighborhoods.

ANALYSIS

Meeting demand: Tenure

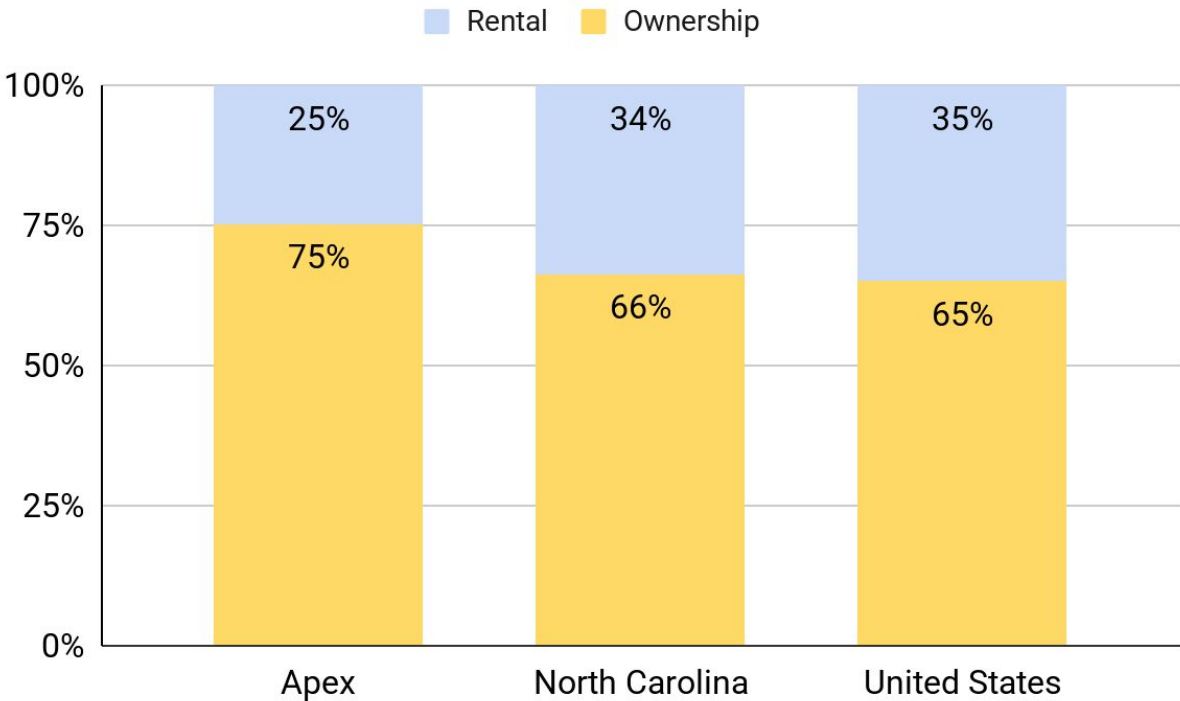
Sources: Census ACS 2023 5-Year; CommunityScale

Apex has a lower rate of homeownership than the rest of the state and the national average.

It is important to maintain a significant rental housing supply to provide options for people not interested in or ready to buy. That said, a majority of people prefer homeownership for at least certain periods of their lives, such as starting and raising a family.

The community should consider the tenure mix that best meets the current and future needs of today’s residents as well as those moving to or within the community in years to come.

Current tenure by geography





Analysis of Housing Barriers



BARRIERS

Barriers to affordable housing in Apex

Drawn from interviews with a broad range of local and regional stakeholders as well as analysis of current programs and policies, this section compiles the primary barriers to building and accessing housing - especially affordable housing - in Apex.

Barriers to affordable housing are organized into the categories at right.



Regulatory and zoning challenges



Financing and cost pressures



Developer and market dynamics



Resident accessibility and support barriers



Community and political barriers

BARRIERS

Regulatory and zoning challenges

Conditional zoning rules: Especially pertaining to incentive zoning that incorporates affordable units, the Town's regulations indicate general guidelines but ultimately leave too much to interpretation. The conditional nature of this process adds risk which discourages developer participation in the initiative.

Discretionary approvals: Significant developments that do not comport with underlying zoning - which includes most recent examples - must receive rezoning approval by City Council. This adds significant friction and risk to the development process which translates to added cost for homeowners and renters post-construction. Especially because the Council approval process intersects with Town politics, involves a substantial degree of discretion on the part of Councilmembers, and may require months to resolve, developers cannot be sure their proposals will be approved or subject to costly changes until they have already invested significant time, effort, and capital into the effort.

Lack of streamlined, pre-approved designs and processes: Without standardized design guidelines or pre-approved pattern books to draw from, developers must create affordable housing designs from scratch. This adds time and cost to the permitting process and also introduces risk to the extent the designs proposed do not satisfy Town expectations. Pre-approved designs combined with an expedited review process could encourage developers to incorporate affordable units into projects more proactively.

Limited incentives: While the Town offers incentives to incorporate affordable housing into development projects, the benefits are relatively modest and might not offset the added cost associated with building income-restricted units. For example, the density bonus is only 2 units/acre despite the potentially very large difference in cost and return between a market and affordable unit.

Reactive zoning process: In general, it seems rezoning is most commonly prompted by developers proposing projects that exceed the existing underlying zoning. The Town and Council must react to these proposals and consider zoning impacts on a case-by-case basis rather than updating zoning more proactively, which could be done with a more considered community process prior to development proposals emerging. One or more of the Town's mobile home parks may soon be subject to this reactive zoning process, creating uncertainty not just on the part of their owners but also the residents of the parks and neighbors surrounding them until a specific design is on the table. State legislation such as SB 283 limits municipalities' ability to implement proactive rezoning without significant bureaucratic and procedural hurdles.

BARRIERS

Financing and cost pressures

High construction costs: Tax credits and other affordable housing programs often cap the per-unit construction cost they are willing to fund. As actual construction costs rise, the gap between this funding limit and the incurred cost of producing affordable units increases. This disparity requires developers to seek additional gap financing from other sources or reduce affordable housing production altogether.

High land costs: The combination of increasingly scarce land and ongoing growth in the market's desire to build and live in Apex have driven land costs out of reach for many affordable housing developers and middle- or lower-income buyers and renters. The path of least resistance to recouping these high land costs is building very expensive homes.

Competitive tax credit environment: Much of the region's affordable housing was funded with Federal Low Income Housing Tax Credits (LIHTC). The limited annual pool of these credits has become more and more competitive over the years, leading to delays and mounting carrying costs as affordable housing developments wait for multiple funding cycles to obtain the credits needed to complete construction.

Limited direct public investment: As tax credits become more competitive and costs rise, developers need additional sources of capital and financing to build affordable units. Traditionally, municipalities are asked to contribute funds to help close financing gaps. However, as these gaps increase and the per-unit contribution grows, this becomes a decreasingly efficient use of local funds. Communities like Apex have begun exploring alternative ways to unlock and support attainable housing development, such as through land acquisition. These strategies can be very effective but require higher levels of funding to execute successfully. Apex currently operates an affordable housing trust fund that collects \$3 million annually. A significantly larger fund would provide the town much more flexibility and leverage in facilitating attainable housing production.

BARRIERS

Developer and market dynamics

Risk aversion and uncertain ROI: While affordable housing programs often have rigid requirements like construction cost caps and prolonged funding cycles, everything else about a development project is subject to regulatory, market, and other risks. Therefore, financial returns on affordable housing development can be very uncertain and difficult to tolerate.

Unclear expectations and lack of guidance: Current policies such as Incentive Zoning are not explicit or prescriptive enough to pursue with confidence, especially given the underlying financing challenges associated with affordable housing development compared to market-rate or luxury construction.

Limited local developer capacity: Many of the region's established affordable housing developers specialize in tax credit projects which are increasingly difficult to complete, yielding fewer overall units built now and into the future. The region might need a broader pool of developers - including national companies - to explore a wider range of development types and financing models to increase local production moving forward.

Few development sites available: After decades of rapid growth, most of Apex's land has been developed, leaving few sites for new housing. There is heightened competition for what remains, driving up land costs and, in turn, housing prices.

Little publicly owned land for development: Perhaps the most effective way for the Town to catalyze new housing development that meets its affordability goals is to contribute public land as an incentive to builders. However, there are few publicly owned sites in Apex that are suitable for redevelopment, at least not without considerable challenges (such as the County's school-owned and public housing properties). However, the Town recently acquired a 12-acre site on Hughes Road which provides a new opportunity to create new affordable units according to terms established by the Town and the community.

BARRIERS

Resident accessibility and support barriers

High affordability thresholds: Lower-income residents have trouble meeting affordable housing income requirements in Apex, especially because units' rent levels are typically calibrated to the Raleigh region's high median income despite comparatively low local wages for essential jobs like teachers and school bus drivers.

Weak tenant protections: North Carolina is in the middle of the pack nationally in terms of tenants rights, leading to circumstances where renters can be evicted in as little as a few weeks upon missing a rent payment or other infraction. Often, eviction means displacement from the Apex community altogether, upheaving the lives of impacted families and impairing long-term community stability.

Limited availability and acceptance of subsidies: Dedicated affordable units are scarce in Apex. For example, there are only ten public housing units townwide and these very rarely become available for new tenants. Federal and state vouchers are technically available to local families but many landlords are unwilling to accept them.

Contributing factors and inadequate wrap-around services: Housing stability often involves more than just financial considerations. For example, residents may need medical or mental health support to help maintain their jobs and housing arrangements. Residents' options can also be limited by restrictions that effectively exclude them from otherwise viable affordable options, such as policies disallowing family pets.

Housing information complexity and inaccessibility: Some low-income households struggle to navigate affordable housing program information. For example, the provider network is fragmented across numerous agencies and organizations without a consolidated list of options easily accessible. Additionally, some important sources of information and housing access are formatted for desktop computers which many households are much likely to have access to, especially compared to the prevalence of mobile internet access across the community.

BARRIERS

Community and political resistance

NIMBYism and local opposition: Like many similar places in the country, local residents often resist proposals for higher density development due to concerns such as increased traffic, changes to neighborhood character, and strains on public services. This opposition can impact new development by slowing the approvals process and reducing housing density which combine to add cost and risk that can translate to higher prices for eventual homeowners and renters.

“Affordable housing” stigma: The language around housing affordability is often stigmatized, not just in Apex but across the state and country. Some residents have a negative perception of affordable housing’s potentially poor physical condition and quality. Others worry about sharing the community with the people who may live there. Much of this stigma is derived from misconception, stereotype, and prejudice that is unfounded and should be addressed and dispelled through community dialogue.

Politicized zoning and approvals processes: Especially given state legislation like SB 283 which requires resident’s explicit approval for zoning changes, significant redevelopment proposals are typically subject to extensive public debate that can become politically contentious.

Anti-displacement advocacy: As Apex’s naturally occurring affordable housing diminishes, there are fewer options for lower-income residents, such as those who work locally and may have lived in Apex for many years - or generations. A network of community stakeholders and residents actively advocate for these people, especially in opposition to market forces that may displace them from the Town. Among the last remaining affordable housing options for many, Apex’s mobile home parks are considered at risk of redevelopment and therefore displacement of the hundreds of low- and moderate-income individuals and families that live there.



ENGAGEMENT

Stakeholder workshops: April 9-10, 2025

Overall goals:

- Inform the community about housing issues and opportunities in Apex - especially regarding affordable housing.
- Gather feedback on goals, priorities, and potential strategies to build into the Apex Affordable Housing Plan.

Day 1: Resident Roundtables

- Location: United Methodist Church
- Two identical sessions (2:00-3:30pm; 5:30-7:00 pm)

Day 2: Housing in Apex Academy & Aspirations Workshop

- Location: Senior Center
- Drop-in session (5:00-7:00 pm)

Resident Roundtables - Overview

Two sessions provided with open sign-ups and outreach to a broad cross-section of Apex residents

Brief presentation to provide a basic overview of what the data is revealing about the housing situation in Apex

Icebreaker Activity - Thumbs Up/Thumbs Down Paddle Exercise with Questions

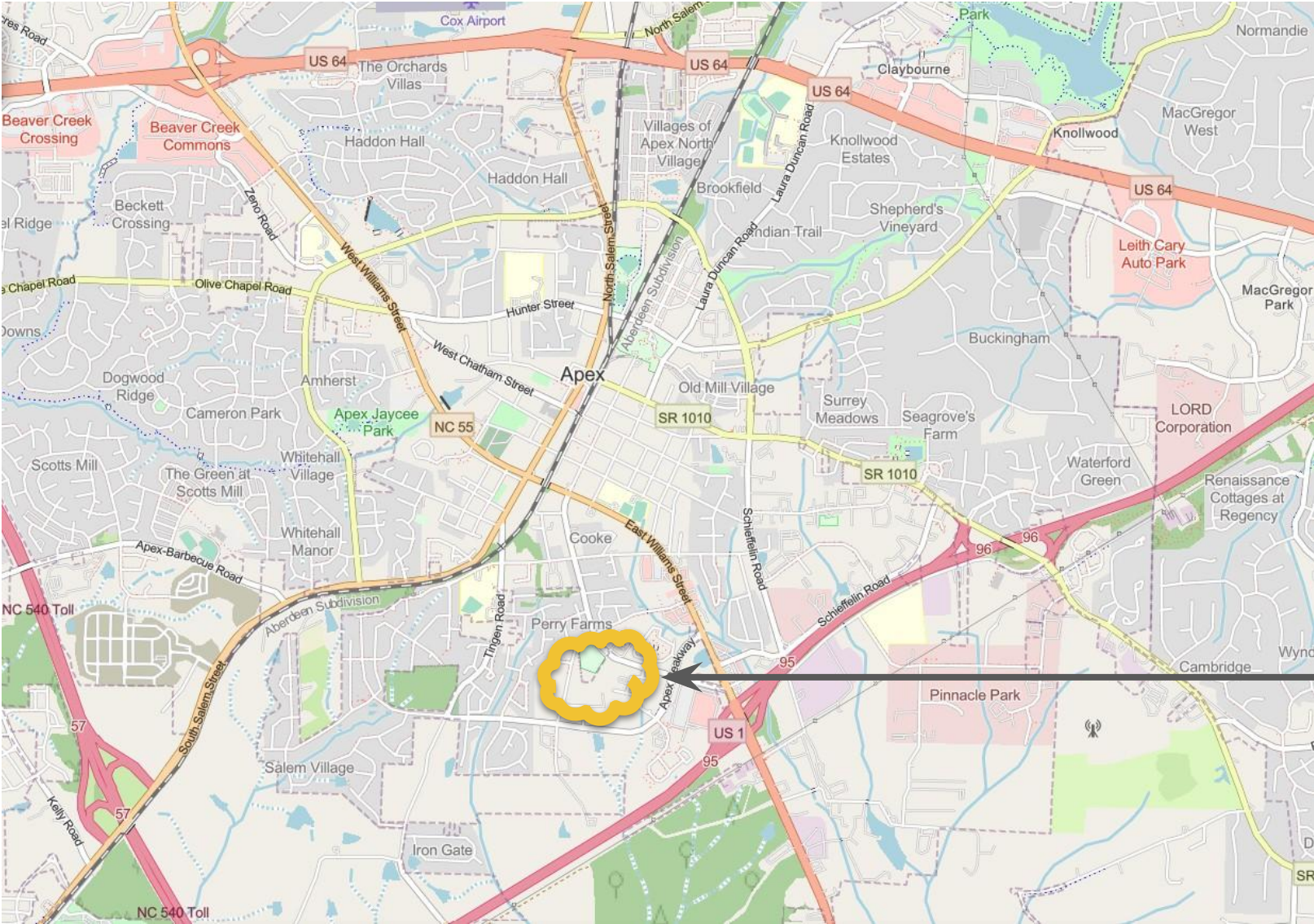
Density Game - Small group activity to discover the trade-offs of varying densities on a site the Town recently purchased



Resident Roundtables - Icebreaker Results

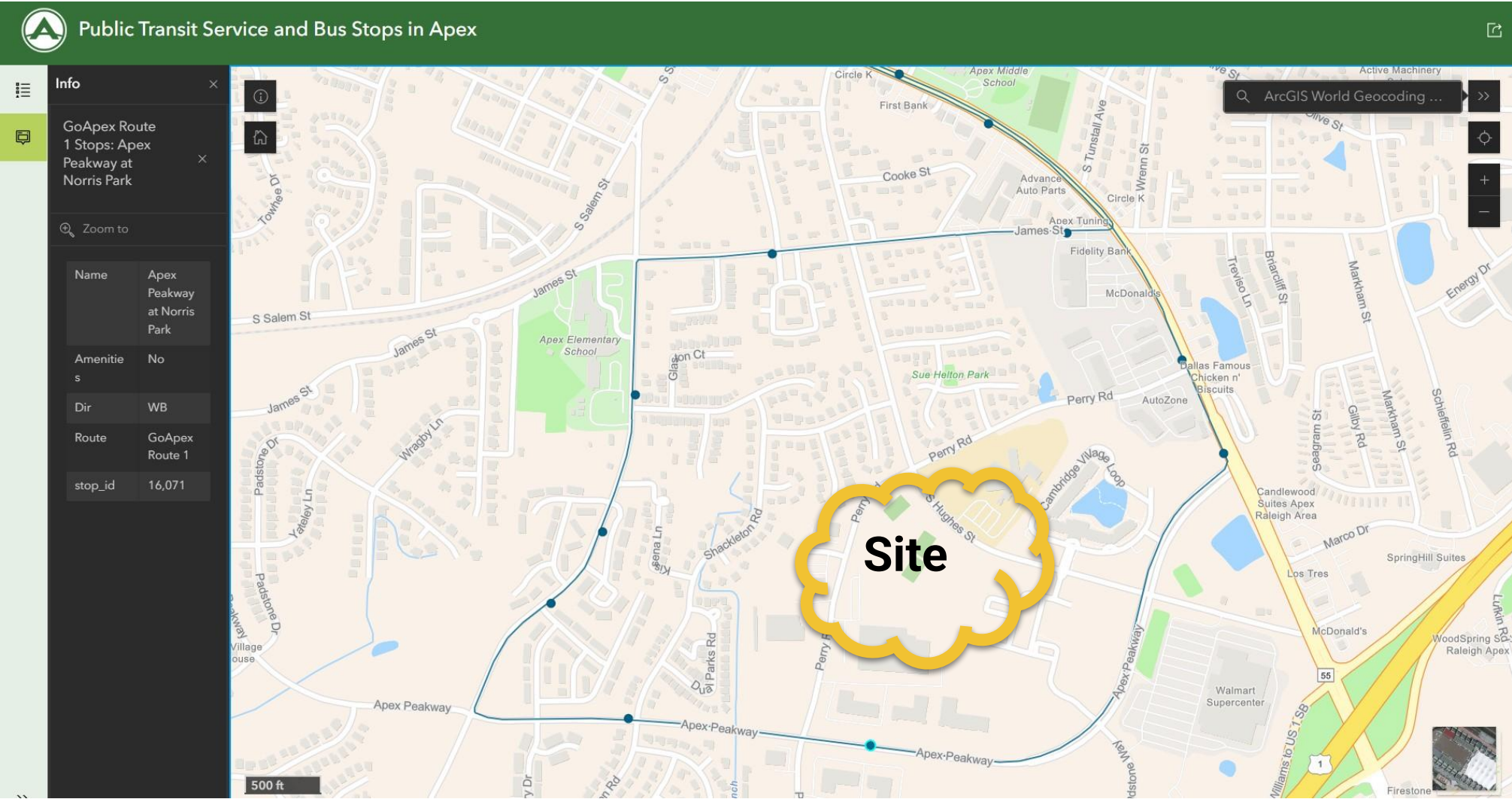
Do you enjoy living in Apex?	100% YES	0% NO
Should teachers, police officers, childcare workers, be able to afford to live in this community?	100% YES	0% NO
I wish I could move to a smaller house in Apex.	47% YES	53% NO
Could you afford to buy your house today?	22% YES	78% NO
Do you or someone you know have growth children that wish they could live here in Apex but can't afford or can't find what they're looking for?	85% YES	15% NO
Did you know the Town of Apex invests in housing?	64% YES	36% NO
Apex is twice the population you were in 2015. The numbers are telling us we should expect to add another 12,000+ households by 2035, but we have limited land left to work with. Should the town find more ways to invest in the housing we need?	96% YES	4% NO

Density Game-Site Context



○ Site

Density Game-Site Context



Density Game

Site Basics:

- Owned by the Town
- 13 acres
- 1 mile from Downtown
- Access to transit route
- Game pieces included:

TOWNHOMES

APARTMENTS

PARKING

OPEN SPACE



Density Exercise

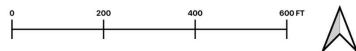


Density Game

LOW



Density Exercise



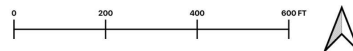
15 BUILDINGS-7 UNITS/ACRE

3-STORY TOWNHOMES

MEDIUM



Density Exercise



6 BUILDINGS-14 UNITS/ACRE

5-STORY APARTMENTS

HIGH



Density Exercise



8 BUILDINGS-24 UNITS/ACRE

5-STORY APARTMENTS

Resident Roundtables - Density Game



Density Game Trade-Offs & Table Results



	LOW DENSITY	MEDIUM DENSITY	HIGH DENSITY
Cost to the city	+++	++	+
Affordability to the resident	+	++	+++
Homeownership opportunity	+++	+	-
Rental opportunity	+	++	+++
Space available for amenities (open space, etc.)	+ (5.2 acres)	+++ (6.9 acres)	++ (5.5 acres)
Preservation of tree canopy	+	+++	++
Number of total affordable units (@ 20% of total units-60%AMI)	18 units	38 units	60 units
Number of total new units	90 (7 units/acre)	190 (14 units/acre)	304 (24 units/acre)

High Density	50% prefer
Medium Density	33% prefer
Low Density	13% prefer
None of the above	4% prefer

**83% of
participants
prefer medium
to high density
for the site**

Apex Academy - Station 1

Apex Housing Plan Update 2025 - APEX ACADEMY

WHY ARE WE TALKING ABOUT HOUSING?

Apex is projected to continue its rapid growth through the next decade...
Apex’s household population has been growing rapidly over the past decade and is on track to continue doing so. In terms of relative incomes, growth is expected at all levels with the largest absolute increase within households that make over \$171,200 a year.

THE NEED

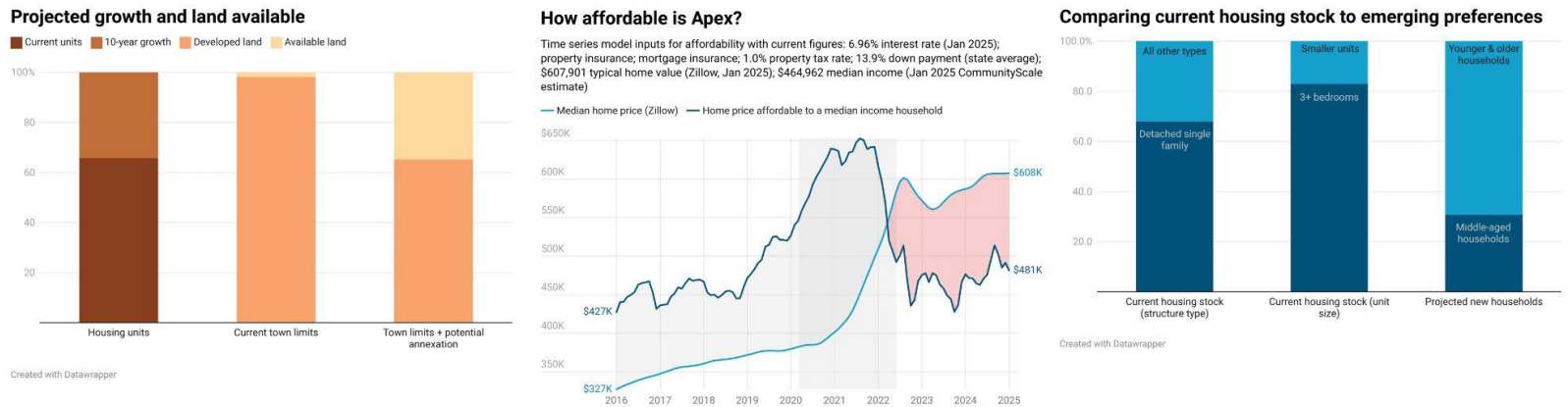
THE GAP

THE MIX

Apex needs about 13,100 new units to keep up with growth (with less and less land left to build on).

The median household income cannot afford the median priced home—and the gap is growing.

The housing supply needs to be rebalanced to reflect preferences of more younger and older households.



Apex Academy - Station 2

Apex Housing Plan Update 2025 - APEX ACADEMY

WHAT IS CONSIDERED AFFORDABLE?

What exactly is Affordable Housing?

According to the United States Department of Housing and Urban Development (HUD), affordable housing is **“housing that doesn’t cost more than a third of your monthly income”**. So, if you’re earning \$3,000 a month (\$36,000/year), that’s no more than \$1,000/month.

HOUSEHOLD INCOME GROUP


AMI stands for Area Median Income


AMI LEVEL	TOTAL HOUSEHOLDS	HOUSEHOLD INCOME RANGE	MONTHLY AFFORDABLE HOUSING COSTS	AFFORDABLE HOME PRICE MAX	AFFORDABLE RENT MAX
<50%	4,298	<\$61,200	<\$1,550	\$144,017	\$1,296
50-80%	3,747	\$61,200-\$97,800	\$1,550-\$2,450	\$245,046	\$2,162
80-100%	3,112	\$97,800-\$122,300	\$2,450-\$3,050	\$312,399	\$2,740
100-120%	2,578	\$122,300-\$146,800	\$3,050-\$3,650	\$374,139	\$3,269
120-140%	2,218	\$146,800-\$172,000	\$3,650-\$4,300	\$441,379	\$3,845
>140%	11,107	>\$171,200	>\$4,300		


WHAT IS THE AVERAGE COST OF LIVING IN APEX?


As of December 2024, average rent in Apex, NC is \$1,897 per month. The typical market value of a single family home is \$609,128 which equates to a monthly cost of \$4,711. A typical market value of a condo is \$397,132 which equates to a monthly cost of \$3,115.

WHAT CAN ESSENTIAL WORKERS AFFORD?









Occupation and # of earners in household	Teacher & Firefighter (two income household)	Law Enforcement	Healthcare Support
Median Salary	\$94,000 77% AMI (\$52K + \$42K)	\$69,000 56% AMI	\$38,000 31% AMI
Max Affordable Home Price	\$305,000 \$302K short of median Apex price	\$225,000 \$383K short of median Apex price	\$125,000 \$483K short of median Apex price
Affordable Monthly Rent	\$2,170 enough for average rent	\$1,592 \$300 short of average Apex rent	\$879 \$1,020 short of average Apex rent

Apex Academy - Station 3

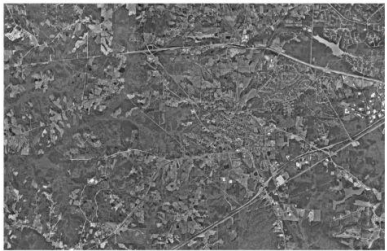
Apex Housing Plan Update 2025 - APEX ACADEMY

A STORY OF TWO APEXES

Conversations with local residents and stakeholders uncover a “tale of two Apexes,” one reflected in the people and cultures who have been here for generations and another reflected in the people who have arrived in the past few decades. While these groups each contribute value and to the community, there are signs the “old” Apex is at risk of being displaced by the “new.”

The heritage displacement risk map highlights the neighborhoods at greatest risk of displacement, not just in terms of the people who live there but the parts of Apex’s cultural heritage that they represent. Darker areas illustrate the following (relative to the town as a whole):

- Lower property values
- Higher concentration of Black residents
- People who have lived in their current unit longer



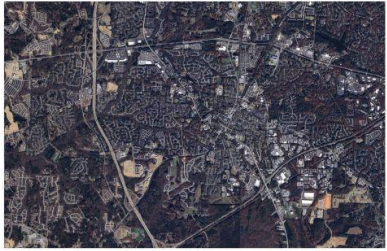
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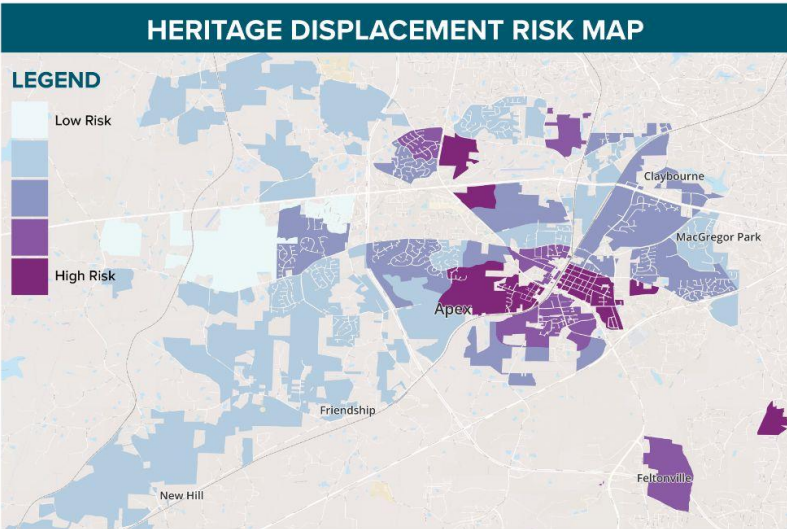
2005



2015



2024



Year Built	Units	Share
2010 or later	10,498	42%
2000 to 2009	6,235	25%
1990 to 1999	5,445	22%
1980 to 1989	1,903	8%
1970 to 1979	367	1%
1960 to 1969	260	1%
1950 to 1959	190	1%
1940 to 1949	76	0%
1939 or earlier	1741	1%

Apex Academy - Station 4

Apex Housing Plan Update 2025 - APEX ACADEMY WHAT CAN WE DO ABOUT IT?

BARRIERS

Regulatory and zoning challenges

- Conditional zoning rules
- Discretionary approvals
- Lack of streamlined, pre-approved designs and processes
- Limited incentives
- Reactive zoning process

Financing and cost pressures

- High construction costs
- High land costs
- Competitive tax credit environment
- Limited direct public investment

Developer and market dynamics

- Risk aversion and uncertain ROI
- Unclear expectations and lack of guidance
- Limited local developer capacity
- Few development sites available
- Little publicly owned land for development

Resident accessibility and support barriers

- High affordability thresholds
- Weak tenant protections
- Limited availability and acceptance of subsidies
- Contributing factors and inadequate wrap-around services
- Housing information complexity and inaccessibility

Community and political barriers

- NIMBYism and local opposition
- “Affordable housing” stigma
- Politicized zoning and approvals processes
- Anti-displacement advocacy

STRATEGIES/BEST PRACTICES

Many recommendations from the previous affordable housing plan have been implemented since its adoption, including:

Near-Term Recommendations (<2 Years)

1. Town staff capacity: Key staff positions have been filled (COMPLETE)
2. Housing Advisory Board: Established in 2021 and concluded in 2024 (COMPLETE)
3. Affordable housing incentive zoning policy: Adopted in 2023 (ESTABLISHED AND OPERATIONAL)
4. Owner-occupied rehabilitation assistance: Apex Cares program established in 2021, expanded in 2024 (ESTABLISHED AND OPERATIONAL)
5. Low-Income Housing Tax Credit (LIHTC) Gap Financing: \$2.0M provide to finance Stone Glen Apartments construction; \$1.2M conditionally committed to finance Abbey Springs Apartments construction (ON-GOING)

Mid-Term Recommendations (2 - 5 Years)

6. Annual housing report and dashboard: Report published annually since 2021; dashboard implemented in 2024 (ON-GOING)
7. Diversity and racial equity initiatives: DEI Department established in 2022; Language Access Plan adopted 2024; “Recite Me” added to Town website in 2024 (ASSIGNED TO DIVERSITY, EQUITY, AND INCLUSION)
8. Affordable housing advocacy partners: Redesigning housing website; developing public education materials (UNDER DEVELOPMENT)
9. Support for homeownership for first-time homebuyers: To be analyzed in affordable housing plan update (UNDER DEVELOPMENT)
10. Public land acquisition: Closed on 12-acre site at Perry Rd and Hughes St for future affordable housing development. (IN PROGRESS)
11. Transit-Oriented Development Density: Amended 2045 land use map in 2021; added “apartments only” designation in targeted areas; proximity to bus stops now considered during rezoning review; S-Line mobility hub study underway (ASSIGNED TO PLANNING)

Long-Term Recommendations (5 - 10 Years)

12. Emergency rental assistance and supportive services: Joined Wake Continuum of Care in 2023; approved Apex Cares in 2024 (ESTABLISHED)
13. Accessory apartments: Included as an allowed use since 2000; standards recently modified to encourage more (ASSIGNED TO PLANNING)
14. “Soft density” by-right: Evaluating standards needed to enable cottage court development; exploring addition of duplex, triplex, and quadplex as permitted uses in Small-Town Character Overlay District (ASSIGNED TO PLANNING)

This plan will build on the foundation established in 2021, adding updated and new ideas to reflect implementation progress so far as well as how housing market conditions and local housing need have continued to evolve since then.

Apex Academy - Earning their Diplomas!



Apex Aspirations - Interactive Stations

Station 1 - Photo Booth

Station 2 - Trade-Offs

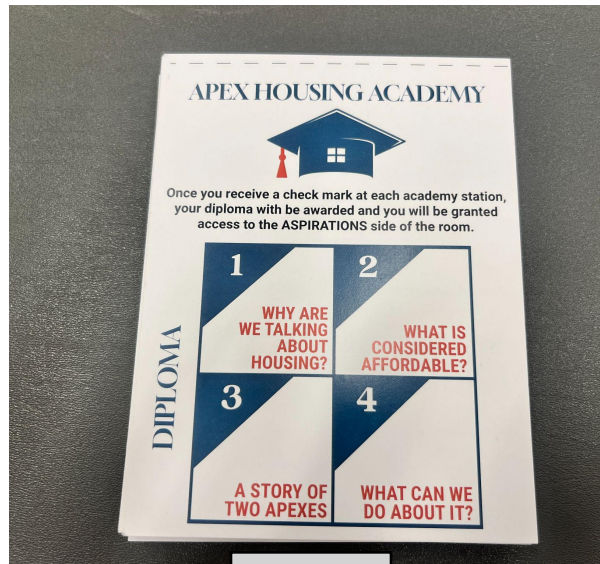
Station 3 - Dotmocracy & This or That

Station 4 - Value Cards

Station 5 - Prioritization Pans

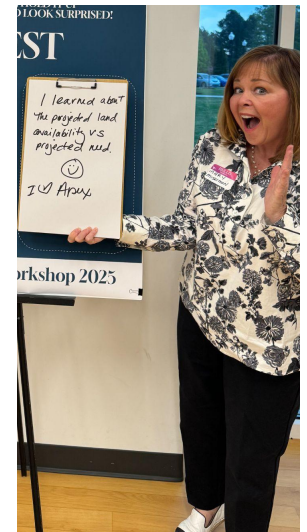
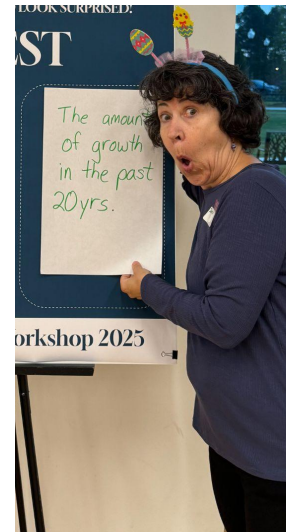
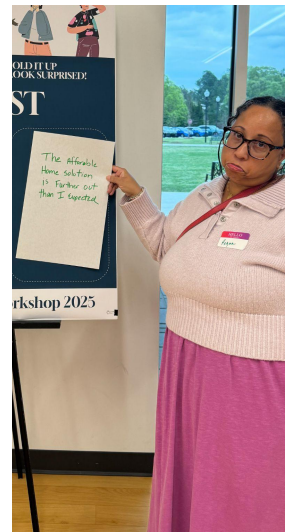
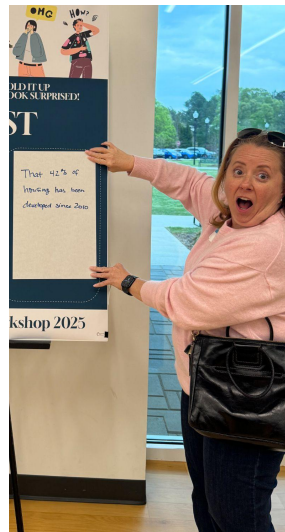
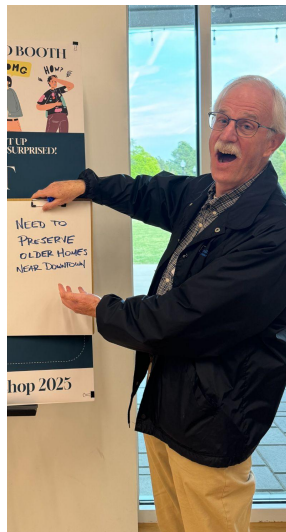
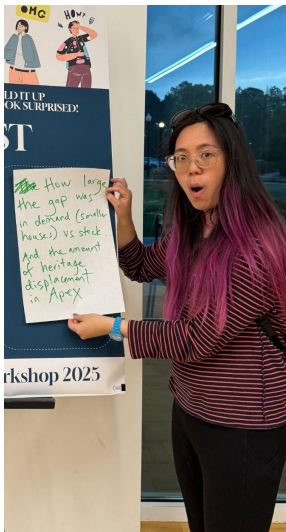
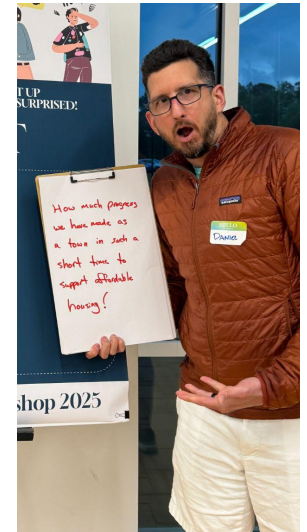
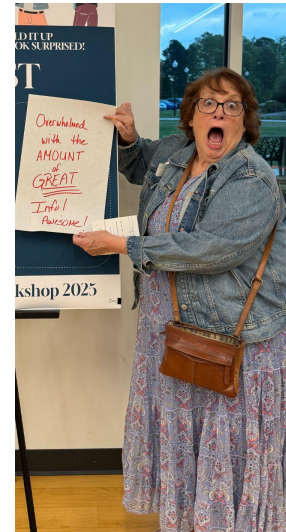
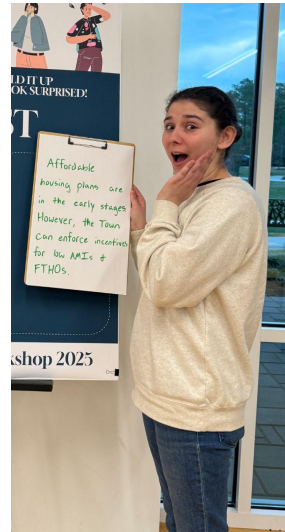
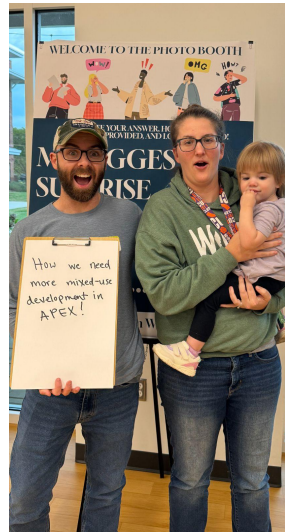
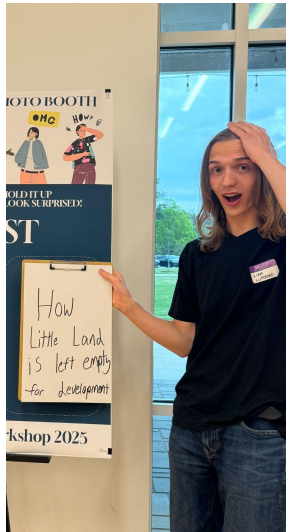
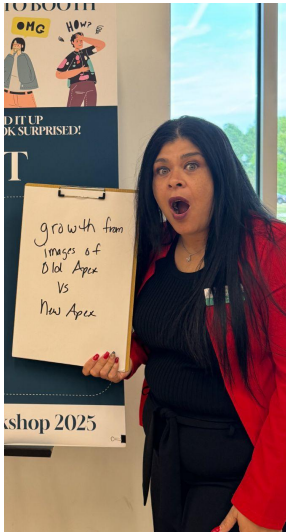
Station 6 - What do you love?

Station 7 - Youth Station



Apex Aspirations - Station 1

My Biggest Surprise About Housing in Apex..



Apex Aspirations - Station 1 Results

Apex Housing Plan - Aspirations

RESULTS - PHOTO BOOTH

**MY
BIGGEST
SURPRISE
ABOUT
HOUSING
IN
APEX...**

**Limited amount of
land available for
housing need**

**Intense growth since
2000**

**High risk of displacement
for residents**

**Affordable housing solutions
are in the early stages**

Things out of the Town's control

**Progress and accomplishments to support
affordable housing**

Gap between home price and what people can afford

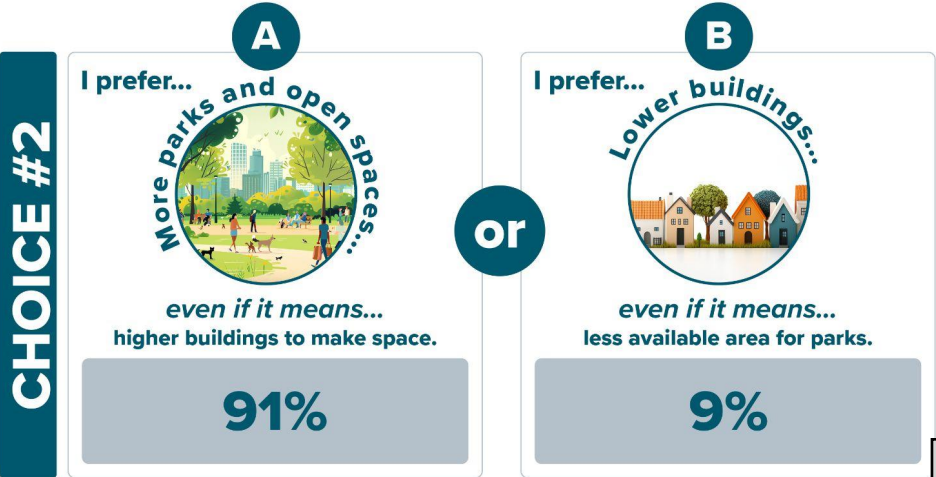
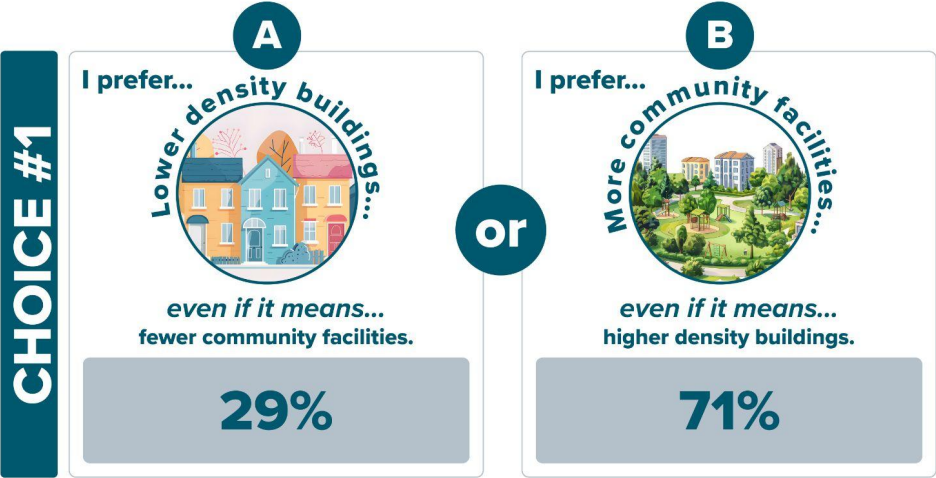


Apex Aspirations - Station 2 Results

Apex Housing Plan - Apex Aspirations 2025

TRADE-OFFS
& CHOICES - RESULTS

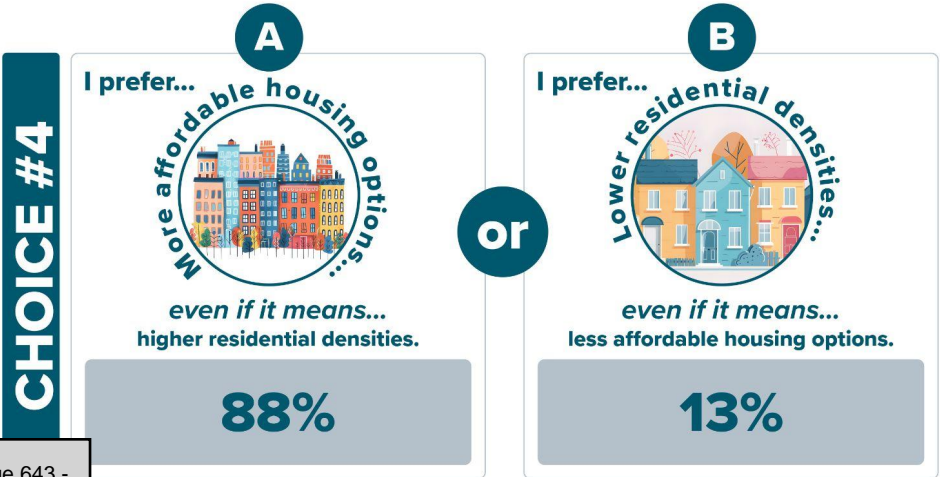
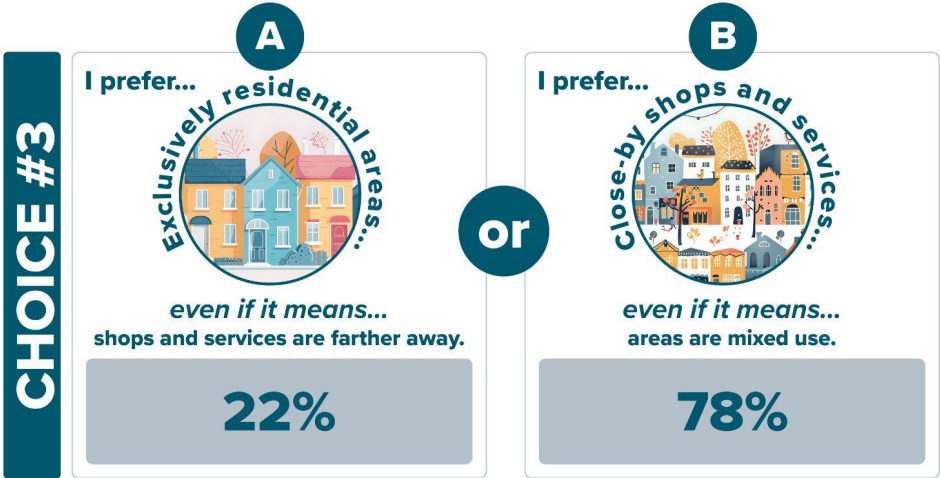
If you had to choose one of these options with the trade-offs, which would you prefer?



Apex Housing Plan - Apex Aspirations 2025

TRADE-OFFS
& CHOICES - RESULTS

If you had to choose one of these options with the trade-offs, which would you prefer?



Apex Aspirations - Station 2 Results

Apex Housing Plan - Apex Aspirations 2025

TRADE-OFFS
& CHOICES - RESULTS

If you had to choose one of these options with the trade-offs, which would you prefer?

CHOICE #5

A

I prefer...
Concentrated areas of affordability...
even if it means...
all housing types are the same.

20%

or

B

I prefer...
Mixing income levels...
even if it means...
areas have a mix of housing types.

80%

CHOICE #6

A

I prefer...
Affordability in walkable areas...
even if it means...
there will be fewer places to park cars.

71%

or

B

I prefer...
Affordability across all Apex...
even if it means...
some families don't have access to transit.

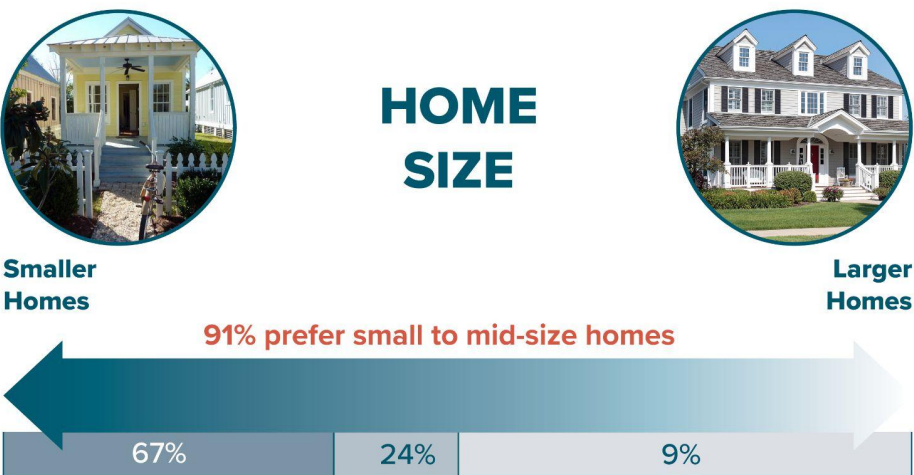
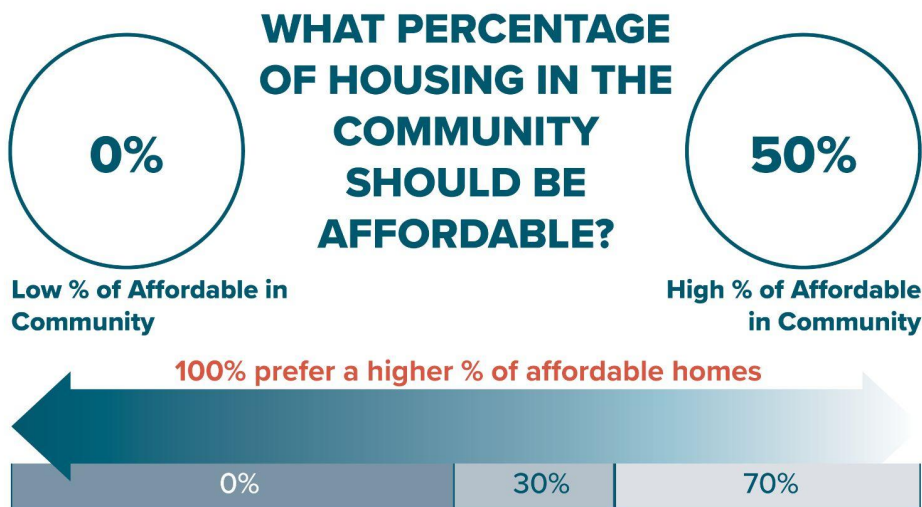
29%



Apex Aspirations - Station 3 More This or That



Apex Aspirations - Station 3 Results



Apex Aspirations - Station 3 Results

Apex Housing Plan - Apex Aspirations 2025

“DOT”MOCRACY - Types of Housing you would like to see...

RESULTS - RANKING BASED ON PUBLIC INPUT

INFILL SINGLE FAMILY HOUSING: ORDER OF PUBLIC PREFERENCE



Accessory Dwelling Unit-Granny Flat/Carriage House

#1



Cottage Courts

#2



Permanent Tiny Homes

#3



Small Home-Narrow Lot

#4



Accessory Dwelling Unit-Garage Apartment

#5



Large Home-Narrow Lot

#6

MULTI-FAMILY HOUSING: ORDER OF PUBLIC PREFERENCE



Townhomes

#1



Live-Work Units

#2



Three to Four Unit Homes

#3



Upper Lofts in Mixed Use

#4



Duplex

#5



Apartments/Condos

#6

Apex Aspirations - Station 4

What do you value related to achieving housing goals in Apex?



Apex Aspirations - Station 4 Results

Apex Housing Plan - Aspirations

WHAT DO YOU VALUE RELATED TO ACHIEVING HOUSING GOALS IN APEX?

RESULTS - RANKING BASED ON PUBLIC INPUT

01 Affordable units

I value creating more affordable housing units.



02 Transit-oriented

I value encouraging transit oriented development.



03 Mixed income/use

I value encouraging mixed income/mixed use development



04 Preservation

I value preserving local heritage and historic neighborhoods.



05 Support first-timers

I value supporting first time homebuyers.



06 Downsizing

I value providing options for downsizing seniors.



07 Open space

I value providing community open space.



08 Young families

I value accommodating more new young families.



09 New housing

I value building new housing to keep up with growth.



10 Downtown living

I value enlivening downtown with new units and residents.



11 Small-scale infill

I value creating small-scale infill units.



12 Pre-family units

I value creating units for young professionals and couples.



Apex Aspirations - Station 5 Prioritization Pans



Apex Aspirations - Station 5 Results

Apex Housing Plan - Apex Aspirations 2025

PRIORITIZATION PANS - POTENTIAL HOUSING STRATEGIES RESULTS - RANKING BASED ON PUBLIC INPUT

01 Create more housing options for community service members

Promote the development of units that meet the ability to pay for people who serve the Apex community, such as teachers, municipal workers, public safety staff, and nonprofit employees.

02 Affordable housing fund or bonds

Creating a funding stream for the Town to directly invest in affordable housing development, such as with an added tax and/or borrowing capacity.

03 Create a developer incentive package that encourages affordable housing

Provide regulatory relief and financial benefits to developers in exchange for the construction of more affordable housing units than the market would otherwise support building.

04 Offer homeownership preparedness classes with down payment assistance

Develop an education program that helps aspiring homebuyers navigate the housing market and purchase their first home, including financial support such as down payment assistance.

05 Offer an age-in-place tax relief program

Abate property taxes for older homeowners to help them afford to stay in their home, such as by shielding fixed-income seniors from tax increases.

06 Acquisition/land banking by Town of Apex

The Town purchases land for the purpose of supporting new housing development - including affordable options.

07 Target owner occupied rehab

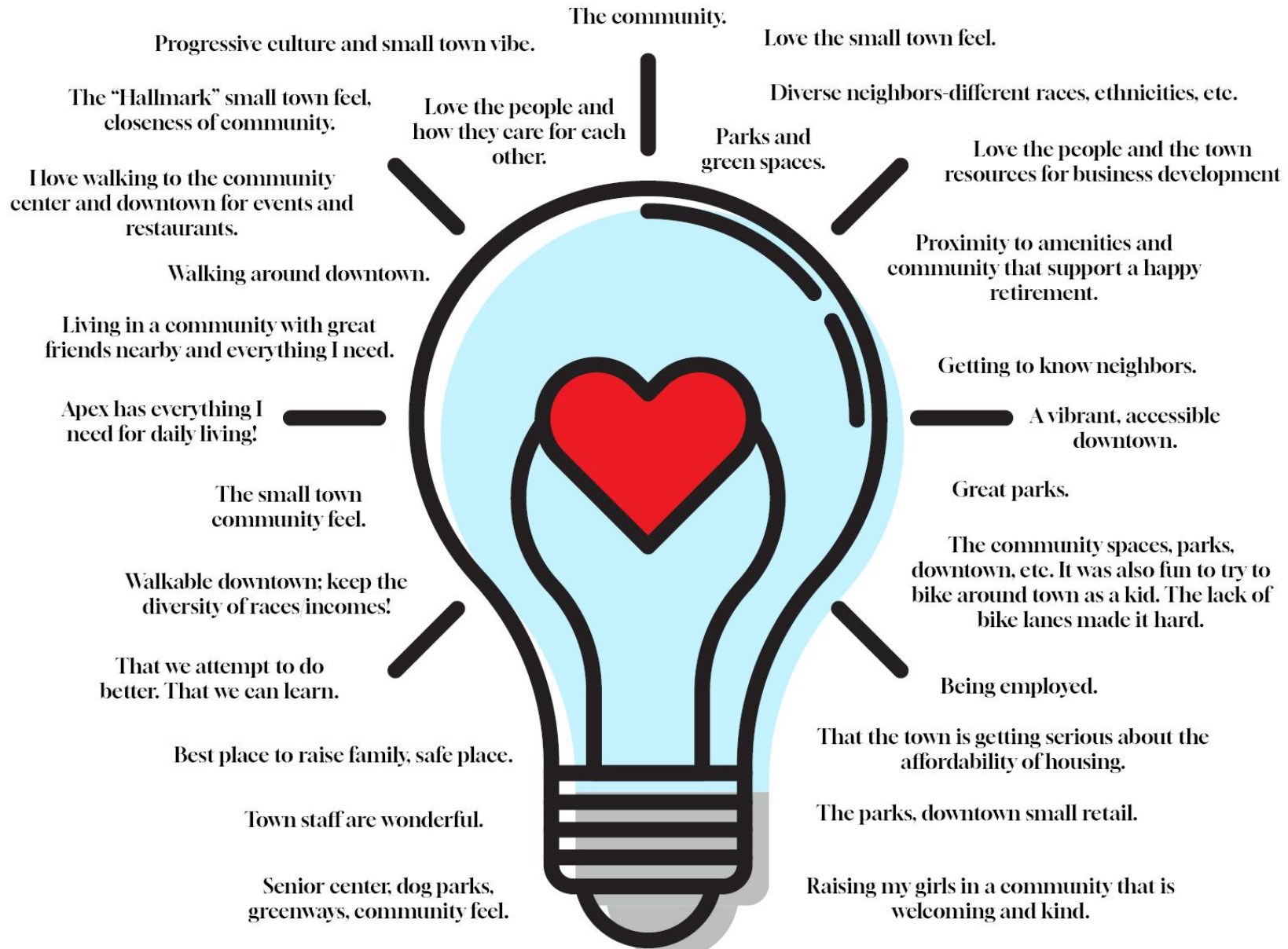
Provide resources to help income-qualified homeowners repair, maintain, and upgrade their homes.

08 Provide pre-approved housing designs

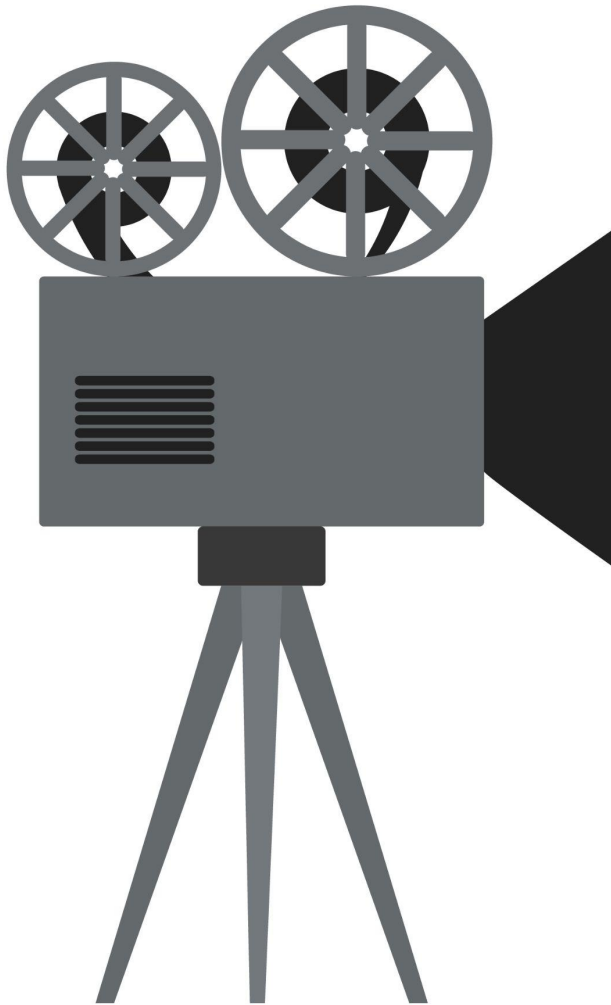
Develop a library of housing designs that will be approved and permitted by the Town. This can reduce risk for builders and developers to offer affordable housing designs that might not otherwise be part of their catalogue.

Apex Aspirations - Station 6 Results

What do you love about living in Apex?



The Sizzle Reel



LEGACY RESIDENT: What did you love about growing up in Apex?

OR

NEW RESIDENTS: Why did you move to Apex?

GOAL: FIND SIMILAR POINTS OF ADMIRATION BETWEEN LONG TIME RESIDENTS AND NEWBIES.



Affordable Housing Plan

Town of Apex



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: June 10, 2025

Item Details

Presenter(s): Laurie Hohe, Town Attorney

Department(s): Legal Services

Requested Motion

Motion to enter 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

