



AGENDA | REGULAR TOWN COUNCIL MEETING

Tuesday, March 11, 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 L. Coleman | Town Attorney: Laurie L. Hohe

COMMENCEMENT

Call to Order | Invocation | Pledge of Allegiance

CONSENT AGENDA

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

CN1 Budget Ordinance Amendment No. 9 - Lund Property Acquisition

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

CN2 Construction Contract Award - Superior Paving Corporation (NC) - 2025 Microsurfacing Project

Chris Johnson, P.E., Director, Transportation and Infrastructure Development Dept.

CN3 Council Meeting Minutes - February 18, 2025

Allen Coleman, Town Clerk

CN4 Encroachment Agreement - 2524 Silas Peak Lane

Chris Johnson, P.E., Director, Transportation and Infrastructure Development Dept.

CN5 Fee Schedule Amendment - Fiscal Year 2024-25 - New Street Hockey Court Rental Fee

Craig Setzer, Director, Parks, Recreation, and Cultural Resources Department

CN6 Rezoning Case No. 24CZ17 - Kelly Road Townhomes - Statement and Ordinance

Joshua Killian, Planner I, Planning Department

CN7 Rezoning Case No. 24CZ21 - 3028 Evans Road - Statement and Ordinance

Joshua Killian, Planner I, Planning Department

**CN8 Speed Limit Concurrence - North Carolina Department of Transportation (NCDOT) -
Portion of Castleberry Road, 35 MPH**

Russell Dalton, P.E., Traffic Engineering Manager, Transportation and Infra. Dev. Department

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 Language Access Plan Update

*Linda Graham Jones, Director, Diversity, Equity, and Inclusion Department; and
Kristy Nguyen, Language Access and Community Coord., Diversity, Equity, and Incl. Dept.*

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 White Oak Creek Greenway Mural Design Endorsement

Taylor Wray, Cultural Arts Center Manager, Parks, Recreation, and Cult. Resources 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: March 11, 2025

Item Details

Presenter(s): Shawn Purvis, Deputy Town Manager

Department(s): Town Manager's Office

Requested Motion

Motion to approve a Budget Ordinance Amendment No. 9 appropriating funds for the Lund property acquisition.

Approval Recommended?

Yes

Item Details

Budget Ordinance Amendment No. 8 allocates \$610,400 for the balance owed pursuant to the Consent Judgement. A previous payment of \$669,600 was made in September 2022.

Attachments

- CN1-A1: Budget Ordinance Amendment No. 8 - Property Settlement
- CN1-A2: Consent Judgement - Town of Apex v. Lund



Town of Apex

Budget Ordinance Amendment No. 9

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:

General Fund

Section 1. Revenues:

39902	Fund Balance Appropriated	610,400
Total Revenues		\$610,400

Section 2. Expenditures:

5000	Facility Services - Capital Outlay Land	610,400
Total Expenditures		\$610,400

Section 3. Within five (5) days after adoption, copies of this Amendment shall be filed with the Finance Officer and Town Clerk.

Adopted this the 11th day of March 2025.

TOWN OF APEX

Attest:

Jacques K. Gilbert
Mayor

Allen L. Coleman, CMC, NCCCC
Town Clerk

FILED
DATE: March 5, 2025
TIME: 03/05/2025 6:16:07 PM
WAKE COUNTY
SUPERIOR COURT JUDGES OFFICE
BY: S. Smallwood

WAKE COUNTY, NC 24
TAMMY L. BRUNNER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
03/07/2025 11:54:11

BOOK: 019846 PAGE: 02111 - 02117

RETURN TO: David P. Ferrell
Maynard Nexsen PC
4141 Parklake Avenue, Suite 200
Raleigh, NC 27612

STATE OF NORTH CAROLINA
WAKE COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
22CVS011706-910

TOWN OF APEX,)
)
Plaintiff,)
)
v.)
)
MARCIA M. LUND,)
)
Defendant.)

CONSENT JUDGMENT

THIS CAUSE, coming on to be heard before the undersigned Honorable Superior Court Judge Presiding, the Parties hereby stipulating and consenting and the Court finding as a fact the following:

1. This action was duly instituted on September 16, 2022, by the issuance of a Summons and the filing of a Complaint pursuant to Chapter 40A of the North Carolina General Statutes, Declaration of Taking, and Notice of Deposit, along with the deposit of \$669,600.00, the

sum estimated by the Plaintiff to be just compensation for the appropriation of the property interests involved in this case.

2. Defendant Marcia M. Lund, by signing below, accepts service of the Summons, Complaint, Declaration of Taking and Notice of Deposit and agrees that she is subject to the jurisdiction of the Court for the purposes of this case.

3. Defendant Marcia M. Lund, by signing below, agrees and states that all persons having or claiming to have an interest in the appropriated land are parties hereto and are duly before the Court and all persons having or claiming to have an interest in the condemned land are parties to this Consent Judgment.

4. As is evidenced by the signatures below, Mr. and Mrs. Lund stipulate to the findings of fact and consent to the conclusions of law as set forth in this Consent Judgment, and consent to its entry by the Court.

5. Plaintiff, Town of Apex, possesses the power and authority under North Carolina law to acquire certain property interests described herein for public use to improve and expand the Town of Apex's parking facilities to better serve the public of the Town of Apex.

6. The Parties have now settled all matters in controversy between them in this action, and as agreed by the Parties, the sum of \$1,280,000.00, to be just compensation for the appropriation of the property, represents just compensation for the property interests taken in this action, inclusive of any claim by Defendant for interest, costs, or attorneys' fees.

BASED ON THE FOREGOING, THE COURT CONCLUDES AS A MATTER OF LAW THE FOLLOWING:

1. Plaintiff, Town of Apex, was entitled to acquire and did acquire on the 16th day of September 2022, the property interests from Defendant Marcia M. Lund as described herein.

2. No just cause has been shown against granting the prayer contained in the

Complaint, and Declaration of Taking and Notice of Deposit.

3. Defendant is entitled to and only to the relief provided for in this Consent Judgment.

NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that:

1. Plaintiff, Town of Apex, on the 16th day of September 2022, by the filing of the Complaint, Declaration of Taking and Notice of Deposit, acquired through eminent domain and shall be vested with the easement interests described as follows:

DESCRIPTION OF SUBJECT PROPERTY AFFECTED BY THIS ACTION:

Those certain lands lying and being in the White Oak Township, Wake County, North Carolina and being more particularly described as follows:

BEGINNING at a stake George Reuschling's corner on the West side of a roadway, runs thence north 62° 40' West 365 feet to a stake in Fred Saunders line, another corner for George Reuschling; thence North 86° 30' West along the line of said Fred Saunders to a stake on the East side of a roadway; thence in a southerly direction along said roadway 85 feet to a stake, a corner for Fred Saunders; thence South 61° 20' East 423 feet along said Saunders line to a stake on the West side of a roadway; thence North 33° 40' East along the West side of said roadway 130 feet to a stake, the point of BEGINNING and being all of lot No. 9 and part of Lot No. 10 of the Templeton property, surveyed by R. A. Colvin in 1918 and recorded in Book of Maps 1920, page 87 Office of Wake County Register of Deeds, and being shown in the Wake County Tax Office as PIN number 0742-31-8765, subject to all matters and items of record or listed in **Exhibit A** to the Complaint.

DESCRIPTION OF INTERESTS AND AREAS TAKEN:

Fee Simple Right-of-Way

Fee simple interest in the parcel of land particularly described as follows:

BEGINNING at a stake George Reuschling's corner on the West side of a roadway, runs thence north 62° 40' West 365 feet to a stake in Fred Saunders line, another corner for George Reuschling; thence North 86° 30' West along the line of said Fred Saunders to a stake on the East side of a roadway; thence in a southerly direction along said roadway 85 feet to a stake, a corner for Fred Saunders; thence South 61° 20' East 423 feet along said Saunders line to a stake on the West side of a roadway; thence North 33° 40' East along the West side of said roadway 130 feet to a stake, the point of BEGINNING and being all of lot No. 9 and part of Lot No. 10 of the Templeton property, surveyed by R. A. Colvin in 1918 and recorded in Book of Maps 1920, page 87 Office of Wake County Register of Deeds, and being

shown in the Wake County Tax Office as PIN number 0742-31-8765, subject to all matters and items of record.

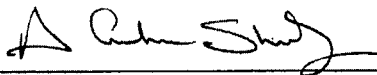
To have and to hold the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Town in fee simple.

2. Full just compensation shall be \$1,280,000.00 which consists of the initial deposit of \$669,600.00 and an additional \$610,400.00. If not previously disbursed, the Clerk of Court shall disburse the initial deposit of \$669,600.00 by check to the Defendant Marcia M. Lund. The Plaintiff shall pay the remaining \$610,400.00 by check to the Defendant Marcia M. Lund. Said check shall be made payable to Howard, Stallings, From, Atkins, Angell & Davis, P.A. Trust Account, care of Kenneth C. Haywood, and mailed to PO Box 12347, Raleigh, NC 27605.

3. A copy of this Judgment shall be certified under seal of the Court to the Register of Deeds of this County, and the Register of Deeds is hereby ordered to record this Judgment among the land records of the County.

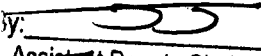
4. The Plaintiff, Town of Apex, shall pay the court costs of this action, and each party shall bear their own costs including attorneys' fees.

This the 4th of March, 2025


 Superior Court Judge Presiding
 3/4/2025 11:23:10 AM

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CERTIFIED TRUE COPY FROM ORIGINAL
 Clerk of Superior Court, Wake County

by: 
 Assistant Deputy Clerk of Superior Court

date: 3/6/2025

22CVS011706-910

Consented To:

By: Marcia M. Lund
Marcia M. Lund

By: Adrian Lund
Adrian Lund

By: Kenneth C. Haywood
Kenneth C. Haywood
Attorney for Marcia M. Lund

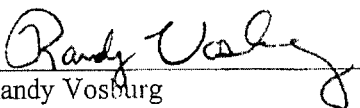
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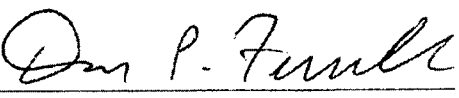
⌈

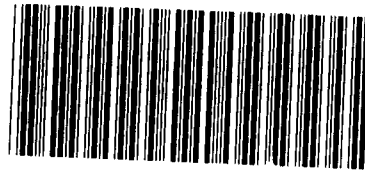
22CVS011706-910

Consented To:

TOWN OF APEX

By: 
Randy Vostburg
Town Manager

By: 
David P. Ferrell
Attorney for Town of Apex



BOOK:019846 PAGE.02111 - 02117



Please retain yellow trailer page

It is part of the recorded document and must be submitted
with the original for re-recording.

Tammy L. Brunner
Register of Deeds

Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

☐ New Time Stamp

☐ \$25 Non-Standard Fee

☐ Additional Document Fee

☐ Additional Reference Fee

This Customer Group

_____ # of Excessive Entities

_____ # of Time Stamps Needed

This Document

_____ 7 # of Pages BW

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 11, 2025

Item Details

Presenter(s): Chris Johnson, Director

Department(s): Transportation & Infrastructure Development

Requested Motion

Motion to award a construction contract between Superior Paving Corporation (NC) and the Town of Apex, for the 2025 Microsurfacing Project, and to authorize the Town Manager or their designee, to execute the contract on behalf of the Town.

Approval Recommended?

Yes

Item Details

The scope of work includes patching, crack sealing, and application of a type 2 latex modified microsurfacing pavement preservation treatment on various street segments in the downtown area bound by CSX railroad, Center St, Schieffelin Rd, James St, and NC 55. This treatment is intended to extend the pavement life and delay the need for asphalt resurfacing. Map selection is based on Pavement Condition Index values and recommendations from the 2023 Pavement Condition Survey.

Sealed bids for construction and furnishing of all materials were received and opened on Thursday, January 16, 2025. It is the recommendation of staff that the contract be awarded to Superior Paving Corporation as the lowest responsive bidder. Funding for the scope of work is included in the current operating budget.

BID SUMMARY:

<i>Engineer's Estimate</i>	<i>\$ 836,944.92</i>
Superior Paving Corporation (NC)	\$ 870,419.83
Slurry Pavers, Inc.	\$ 888,145.20

Attachments

- CN2-A1: Road Work Contract - Construction Contract Award - 2025 Microsurfacing Project
- CN2-A2: Bid Tabulation - Construction Contract Award - 2025 Microsurfacing Project
- CN2-A3: Maps - Construction Contract Award - 2025 Microsurfacing Project



**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**PURCHASE ORDER #
ROAD WORK CONTRACT**

THIS CONTRACT is entered into this the ____ day of _____, 2025, by and between, Superior Paving Corporation (NC), a Virginia Corporation with its principal business offices located at 5551 Wellington Road, Gainesville, VA 20155 (the “Contractor”), and the Town of Apex, a municipal corporation of the State of North Carolina, (the “Town”). Town and Contractor may collectively be referred to as “Parties” hereinafter.

WITNESSETH:

WHEREAS, Town is engaged in the planning, operation, and utilization of town streets, roads, sidewalks and related infrastructure which from time to time require construction, maintenance, reconfiguration, renovation, installation, evaluation, site work, landscaping, testing, and other related projects; and

WHEREAS, the professional services of contractors from time to time are needed by the Town for the services as described above; and

WHEREAS, Contractor provides 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

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

1. SCOPE OF SERVICES.

The Contractor agrees to provide all materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary for the application of a microsurfacing treatment to asphaltic concrete services on town roads located within the Town of Apex at locations and in accordance with the specifications detailed in the Contract Documents (the “Work”). “Contract Documents” as used in this Contract include the following which are hereby incorporated into this Contract:

- A. This Contract
- B. Plan sheets titled “2025 Microsurfacing”, dated 11/26/2024 by Town of Apex
- C. Town of Apex Standard Specifications and Standard Details
- D. Divisions 2-17 of the 2024 NCDOT Standard Specifications for Roads and Structures
- E. NCDOT 2024 Roadway Standard Drawings
- F. US DOT Manual on Uniform Traffic Control Devices for Streets and Highways (11th Edition), as amended by the NC DOT Supplement to MUTCD
- G. Bid Advertisement (if applicable)
- H. Instructions to Bidders
- I. Execution of Bid
- J. Bid Form
- K. Bid Form Submission

- L. Bid Bond
- M. Notice of Award
- N. Performance & Payment Bonds
- O. Notice to Proceed
- P. Special Provisions
- Q. Addenda
- R. Certificate(s) of Insurance

2. TIME OF COMMENCEMENT AND COMPLETION.

Contractor shall commence the Work required in this Contract upon the issuance of a Notice to Proceed, and the Contractor shall complete entire work within **150** calendar days of the issuance of the Notice to Proceed. If Contractor has not satisfactorily completed the work within the times specified in the Contract Documents, the Town may declare such delay a material breach of contract and default and may pursue all available remedies outlined in the Contract Documents as well as all other available legal and equitable remedies. In the alternate, for each day in excess of the completion date(s), liquidated damages, reasonably estimated in advance to cover the losses to be incurred by the Town by reason of failure of Contractor to complete the Work within the time specified, such time being of the essence in this Contract and a material consideration thereof, shall be assessed in the amount of **\$600** per day. Any changes to the schedule(s) provided in the Contract must be agreed to in writing by the Town and the Contractor.

If the Contractor is delayed at any time in the progress of his work by any act or negligence of the Town, Contractor's employees or its separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Town, then the contract time may be reasonably extended in a written order from the Town upon written request from the Contractor within ten days following the cause for delay. Time extensions for weather delays, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the Town do not entitle the Contractor to compensable damages for delays. Any Contractor claim for compensable damages for delays is limited to delays caused solely by the Town or its agents.

3. CONSIDERATION AND PAYMENT OF SERVICES.

In consideration of the above services, the Town will pay the Contractor the total sum of \$870,419.83. Contractor shall submit applications for payment reflecting work completed through the date of application. Town will process all pay applications as the Work progresses. Payment shall be made within 30 days after certification of the Work in an application for payment. 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 applications for payment. 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.

Retainage:

In accordance with N.C.G.S 143-134.1, Town may withhold a percentage of payment until the project has been satisfactorily completed for projects costing more than \$100,000.00. For projects costing \$100,000.00 or more:

- a. Retainage withheld shall not exceed 5% at any time.
- b. The same terms shall apply to the general contractor and subcontractors alike.
- c. Following 50% completion of the project no further retainage will be withheld if the Contractor/subcontractor has performed satisfactorily.

- d. Town may reinstate retainage if the Contractor/subcontractor does not continue to perform satisfactorily. Following 50% completion of the project, Town is authorized to withhold additional retainage from a subsequent payment application if the amount of retainage withheld falls below 2.5%.

Final payment will be made within forty-five (45) days after acceptance of the Work and the Town has received all required warranty information, “as-built” drawings as required, and receipt of the final pay request which shall include the Contractor’s affidavit in the following form:

“This is to certify that all costs of materials, equipment, labor, subcontracted work, and all else entering into the accomplishment of this contract, including payrolls, have been paid in full.”

The Town may withhold payment for any of the following reasons:

- a. Faulty or defective work not corrected.
- b. The unpaid balance remaining on the contract is not sufficient to complete the Work in the sole judgement and discretion of the Town.
- c. To provide a sufficient contract balance to cover liquidated damages that will be assessed.
- d. Evidence that subcontractors have not been paid.

Payment will be released once the grounds for withholding payments have been removed.

4. CHANGE ORDERS.

- A. In the event Town has changes in the Work not covered by the Contract Documents, these changes will not invalidate or relieve Contractor from any guarantee it has given in this Contract. If a bond was required these changes will not relieve the surety or sureties of said bond. Changes in work shall *not* proceed without a Change Order approved by the Town. Contractor shall provide a complete breakdown of all labor and material costs with the Change Order request. The breakdown shall include the Contractor’s allowance for overhead and profit not to exceed 10% of the net cost of the change with work provided directly by the Contractor. For purposes of this Contract, “net cost” shall mean the difference between all proper cost additions and deductions. No claim for adjustments of the contract price shall be valid unless the procedure outlined in this section is followed. Any work performed pursuant to an approved Change Order shall be governed by the terms of this Contract.
- B. The Parties agree that there are two methods that may be utilized to determine the cost of changes:
 1. If unit prices are quoted in the proposal or bid and the additional work is covered by those unit prices, or can be subsequently agreed to by the Parties, the cost of the change shall be computed by application of the unit prices based on quantities. If this method is used no additional allowances shall be made for overhead and profit.
 2. If the additional work is not covered by unit prices, unit prices were not provided in the proposal or bid, or by the Parties mutual election, Town and Contractor may negotiate and agree upon the value of the change prior to the issuance of the change order and the change order shall identify the corresponding lump sum adjustment to the contract price.
- C. In the event concealed conditions are discovered in the performance of the work below grade, or in the event concealed or unknown conditions in an existing structure vary from the conditions

indicated in the Contract Documents, the contract sum and time for completion may be adjusted by Change Order upon claim by either party made within thirty (30) days after the condition has been identified. The cost shall be determined by one of the methods outlined in this Contract.

- D. Change Orders shall be submitted by the Contractor for the Town's review and approval. Contractor shall provide all applicable supporting data and information. Delay in approval of a Change Order due to Contractor's failure to submit proper documentation shall not be grounds for a time extension or basis of a claim. The Town shall respond to the Contractor's proposal within fourteen (14) days of receipt of the proposal. If accepted, the Town shall prepare the Change Order for the Contractor's signature. The Town shall execute the approved Change Order within seven (7) days of receipt from the Contractor. If the Work requires bonding, the Contractor shall notify its bonding company that the contract has been changed by the amount of the Change Order and provide a copy of the approved Change Order to the surety. In the event a Change Order cannot be agreed upon by the Parties, nothing in this Contract shall preclude the Town from performing, or having performed, the work requested in a Change Order.

5. INDEMNIFICATION.

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town and its agents, consultants, elected officials, and employees, from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance or failure of performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, the Contractor's subcontractor, or the agents of either the Contractor or the Contractor's subcontractor. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

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 Contract shall be governed by the laws of the State of North Carolina.

Contractor shall obtain all required permits and inspections and shall give all notices required by law in performance of this project. In the event Contractor observes that any drawings or specifications are not in compliance with any such rules, laws, or regulations, Contractor shall promptly notify the Town in writing. Contractor shall not perform any work knowing it to be contrary to any laws, ordinances, codes, rules or regulations.

All work under this Contract shall be performed in accordance with all applicable state or national codes.

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. 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.

9. QUALITY AND WORKMANSHIP.

Contractor shall provide services 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 Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina. If required by law for performance of the Work, Contractor hereby certifies that Contractor is a licensed general contractor as defined by N.C.G.S. 87-1.

10. PROTECTION AND RESTORATION OF SITE.

Unless otherwise noted in the Contract Documents, Contractor shall supply all labor, transportation, tools, and apparatus necessary for the completion of this Work and shall maintain and remove all equipment of the Work, and be responsible for the safe, proper and lawful construction, maintenance and use of the same. Contractor shall provide all necessary protections for the site and shall be responsible for and pay for or repair, any damage to Town property caused by Contractor's or subcontractor's actions on the site. Protections provided by Contractor shall include cover of any Work that is not in progress but is accessible to the public. Any Work damaged that was not properly protected shall be repaired or replaced by the Contractor. Contractor shall provide all barricades necessary to keep the public away from the Work and shall secure and make safe any pedestrian paths impacted by the Work.

If at any point during the Work or completion of the Work contemplated by this Contract, the conduct or behavior of any worker on the site be determined to be a nuisance to the Town, or detrimental to the Town's operations, Contractor shall immediately remove such party from the site.

Contractor shall keep the work site and surrounding area reasonably free from obstruction and debris and shall remove all such debris when requested by the Town. Before final acceptance of the Work Contractor shall thoroughly clean the site and surrounding area and prepare the work site for use by the Town. Following the Work the Contractor shall restore impacted areas that are not part of the Work to their original state.

11. MAINTENANCE OF TRAFFIC.

Contractor will maintain traffic within the limits of the Work including all existing roadways that cross or intersect the Work from the beginning of the Work until the Town accepts the Work as complete. Contractor shall maintain roads, passageways, and sidewalks impacted by the Work in a safe, passable and convenient condition during the prosecution of the Work. When traffic control devices are necessary, furnishing, erecting, operating, maintaining, relocating and removing said devices will be in accordance with the Contract Documents.

12. INSURANCE.

Work under this Contract shall not proceed until the Contractor has obtained all required insurance. The Contractor shall maintain valid general liability insurance in the minimum amount of \$2,000,000, 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 in accordance with the statutory limits 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.

13. PRE-PROJECT SAFETY REVIEW MEETING.

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

14. SUBCONTRACTORS.

Contractor shall be fully responsible for its own acts or omissions as well as those of any subcontractor retained to perform services pursuant to this Contract. Contractor acknowledges that no contractual relationship exists between the subcontractor and the Town regarding this Contract and that the subcontractor is acting as an agent or employee of the Contractor. Contractor acknowledges that the terms of this Contract apply to each subcontractor as it does to the Contractor and Contractor will take whatever steps necessary to bind all subcontractors working on this project to these terms.

15. DISADVANTAGED BUSINESS ENTERPRISE.

Contractor is required to comply with the Disadvantaged Business Enterprise provisions and regulations provided in the Contract Documents.

16. DEFAULT.

In the event the Contractor fails to begin the Work pursuant to the Contract Documents within the time specified, or the progress of the Work is not maintained on schedule, or the Work is not completed within the time specified, or fails to perform the Work with sufficient staff and equipment or with sufficient materials to ensure the prompt completion of said Work, or shall perform the Work unsuitably or shall discontinue the prosecution of the Work, or if the Contractor shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the Work in an acceptable manner, the Town may give notice in writing, sent by certified mail, return receipt requested, to the Contractor and Contractor's surety of such delay, neglect or default, specifying the same, and if the Contractor within a period of seven (7) days after such notice shall not proceed in accordance therewith, then the Town shall, declare this Contract in default. Upon a declaration of default the following shall apply:

1. If the Work was required to be bonded the surety shall promptly take over the Work and complete the performance of this Contract in the manner and within the time frame specified. In the event the surety shall fail to take over the Work to be done under this Contract within seven (7) days after being so notified and notify the Town in writing, sent by certified mail, return receipt requested, that it is taking the same over and stating that it will diligently pursue and complete the same, the Town shall have full power and authority, without violating the Contract, to take the prosecution of the Work out of the hands of said Contractor, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said Contract according to the terms and provisions thereof or use such other methods as in its opinion shall be required for the completion of said Contract in an acceptable

manner. All costs and charges incurred by the Town, together with the costs of completing the Work under Contract, shall be deducted from any monies due or which may become due said Contractor and surety. In case the expense so incurred by the Contractor shall be less than the sum which would have been payable under the Contract, if it had been completed by said Contractor, then the said Contractor and surety shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the Contract, then the Contractor and the surety shall be liable and shall pay to the Town the amount of said excess.

2. If a bond was not required and there is no surety, then the Contractor shall promptly cure the default and complete the performance of this Contract in the manner and within the time frame specified in the written notice. In the event the Contractor shall fail to cure the default within the time specified, the Town shall have full power and authority, without violating the Contract, to take the prosecution of the Work out of the hands of said Contractor, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said Contract according to the terms and provisions thereof or use such other methods as in its opinion shall be required for the completion of said Contract in an acceptable manner. All costs and charges incurred by the Town, together with the costs of completing the Work under contract, shall be deducted from any monies due or which may become due said Contractor. If the expense so incurred by the Town shall be less than the sum which would have been payable under the Contract, if it had been completed by said Contractor, then the said Contractor shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the Contract, then the Contractor shall be liable and shall pay to the Town the amount of said excess.

17. TERMINATION FOR CONVENIENCE.

Town shall have the right to terminate this Contract 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. Unless otherwise notified, upon termination Contractor shall discontinue all Work and the placement of orders for materials and supplies in connection with this Contract. In the event of termination for convenience, the Town shall pay Contractor for all services satisfactorily performed in accordance with this Contract and such other costs actually incurred by the Contractor as approved by the Town.

18. TOWN'S RIGHT TO PERFORM WORK

If at any point during the performance or progress of the Work, or during the period of guarantee, Contractor fails to perform the Work in a satisfactory manner or to perform in accordance with the terms of this Contract, the Town, after seven (7) days' written notice to the Contractor from the Town, may perform or have performed that portion of the Work. The cost of the associated Work may be deducted from any amounts due or that become due to the Contractor. In the event the cost of such performance exceeds the amount due the Contractor, then the Contractor or the surety (if applicable), or both, shall be liable for and shall pay to the Town the amount of the excess.

19. NOTICE.

Any formal notice, demand, or request required by or made in connection with this Contract 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: 	TO TOWN: Town of Apex Attn: Adam Stephenson PO Box 250 Apex, NC 27502 Adam.stephenson@apexnc.org
---	--

20. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Contractor nor Town shall be in default of the provisions of this Contract 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, epidemic, war, riot, and/or civil disobedience.

21. NONWAIVER FOR BREACH.

No breach or non-performance of any term of this Contract 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 Contract 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.

22. CONSTRUCTION.

Should any portion of this Contract 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.

23. 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 Contract, and they rely on no such representations; that they have fully read and understood this Contract before signing their names; and that they act voluntarily and with full advice of counsel.

24. SEVERABILITY.

In the event for any reason that any provision or portion of this Contract 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 Contract, 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.

25. COUNTERPARTS.

This Contract 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.

26. MODIFICATION.

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

27. BINDING EFFECT.

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

28. 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 Contract 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.

29. INDEPENDENT CONTRACTOR.

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

30. NON-APPROPRIATION.

Notwithstanding any other provisions of this Contract, 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 Contract for any fiscal year, this Contract shall terminate immediately without further obligation of the Town.

31. IRAN DIVESTMENT ACT CERTIFICATION.

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

32. CONTRACTOR'S WARRANTIES.

The Contractor, in executing this Contract, unconditionally guarantees materials and workmanship against defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the Work by the Town and shall replace all such defective materials or workmanship without cost to the Town. In the cases where materials or equipment carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that specific equipment or material. During the manufacturer's warranty period the Contractor shall be responsible for the replacement of such defective equipment or materials.

Nothing in this section shall preclude the Town from bringing an action for latent defects caused by the negligence of the Contractor which is concealed, hidden, or not readily apparent to the Town at the time of final acceptance, in accordance with applicable law. Guarantees that are stipulated in the specifications or drawings shall govern those particular materials or equipment.

33. BOND REQUIREMENTS.

If a bond is required by the Contract Documents, within ten (10) calendar days of the notice of award of the contract, Contractor shall provide the Town of Apex with a contract payment bond and a contract performance bond by a surety company authorized to do business in North Carolina, each in an amount equal to 100 percent of the amount of the Contract. All bonds shall be in conformance with N.C.G.S. 44A-33. The corporate surety furnishing the bonds shall be authorized to do business in the State of North Carolina. Failure on the part of the Contractor to file acceptable bonds within the required timeframe shall be just cause for the forfeiture of the bid bond or bid deposit and rescinding award of the Contract. Award may then be made to the next lowest responsible bidder or the Work may be re-advertised.

34. SURETY.

If at any time after the execution of this Contract and the surety bonds included in the Contract Documents for the faithful performance of the Contract, the Town shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the Town so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Town. In such event no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the Town.

35. 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.

33. 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: _____

Town of Apex

Name (type or print)

Randal E. Vosburg, Town Manager

Signature

Attest:

Title

Allen Coleman, Town Clerk

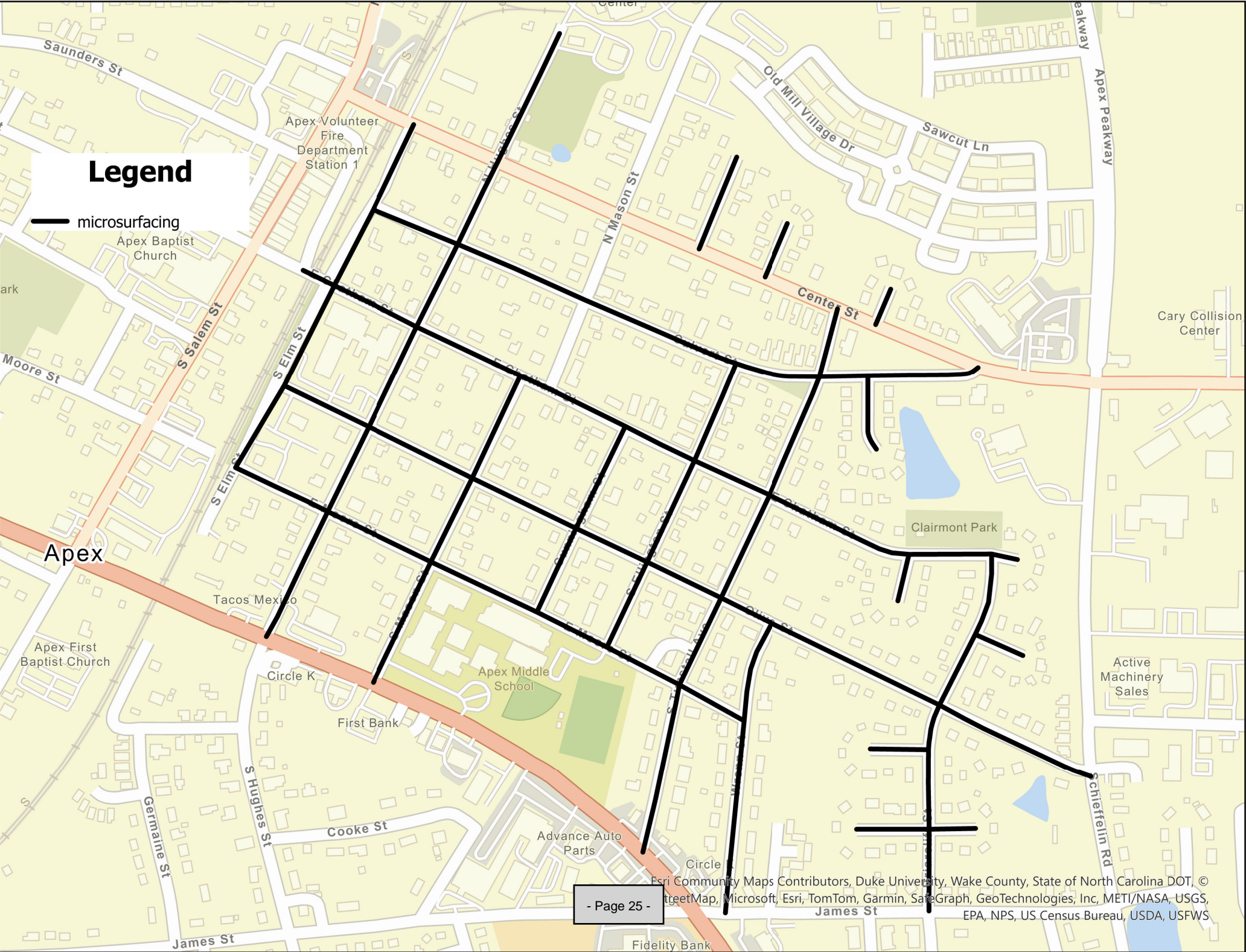
Attest:

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

Secretary (if a corporation)

Antwan Morrison, Finance Director

Item	Spe	Item Name	Unit	Quantity	Engineer's Estimate		Superior Paving		Slurry Pavers	
					Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
1	800	MOBILIZATION	LS	1	\$ 39,854.52	\$ 39,854.52	\$ 40,000.00	\$ 40,000.00	\$ 37,500.00	\$ 37,500.00
2	SP	MICROSURFACING, TYPE 2	SY	63,745	\$ 3.75	\$ 239,043.75	\$ 3.75	\$ 239,043.75	\$ 4.26	\$ 271,553.70
3	SP	FIBER ADDITIVE	SY	1,297	\$ 1.00	\$ 1,297.00	\$ 8.00	\$ 10,376.00	\$ 1.60	\$ 2,075.20
4	SP	PATCHING EXISTING PAVEMENT	TON	1,475	\$ 225.00	\$ 331,875.00	\$ 215.00	\$ 317,125.00	\$ 224.00	\$ 330,400.00
5	620	ASPHALT BINDER FOR PLANT MIX - GRADE PG64-22	TON	66	\$ 643.92	\$ 42,498.72	\$ 800.00	\$ 52,800.00	\$ 825.00	\$ 54,450.00
6	657	SEALING EXISTING PAVEMENT CRACKS AND JOINTS	LBS	5,370	\$ 3.25	\$ 17,452.50	\$ 4.30	\$ 23,091.00	\$ 4.35	\$ 23,359.50
7	660	ASPHALT SURFACE TREATMENT, MAT COAT, NO. 78	SY	17,418	\$ 3.50	\$ 60,963.00	\$ 4.31	\$ 75,071.58	\$ 3.85	\$ 67,059.30
8	660	EMULSION FOR ASPHALT SURFACE TREATMENT	GAL	5,225	\$ 2.75	\$ 14,368.75	\$ 2.96	\$ 15,466.00	\$ 2.96	\$ 15,466.00
9	660	VACUUM TRUCK	WEE	15	\$ 2,000.00	\$ 30,000.00	\$ 1,000.00	\$ 15,000.00	\$ 1,000.00	\$ 15,000.00
10	1101	TRAFFIC CONTROL	LS	1	\$ 26,896.32	\$ 26,896.32	\$ 37,000.00	\$ 37,000.00	\$ 35,000.00	\$ 35,000.00
11	1205	THERMOPLASTIC PAVEMENT MARKING LINES, 4-INCH, 90	LF	1,960	\$ 1.40	\$ 2,744.00	\$ 2.70	\$ 5,292.00	\$ 2.40	\$ 4,704.00
12	1205	THERMOPLASTIC PAVEMENT MARKING LINES, 8-INCH, 90	LF	518	\$ 3.80	\$ 1,968.40	\$ 3.75	\$ 1,942.50	\$ 6.80	\$ 3,522.40
13	1205	THERMOPLASTIC PAVEMENT MARKING LINES, 16-INCH,	LF	42	\$ 8.43	\$ 354.06	\$ 11.00	\$ 462.00	\$ 12.50	\$ 525.00
14	1205	THERMOPLASTIC PAVEMENT MARKING LINES, 24-INCH,	LF	826	\$ 12.65	\$ 10,448.90	\$ 11.00	\$ 9,086.00	\$ 14.75	\$ 12,183.50
15	1205	THERMOPLASTIC ALPHANUMERIC CHARACTER, 90 MIL	EA	20	\$ 150.00	\$ 3,000.00	\$ 100.00	\$ 2,000.00	\$ 47.00	\$ 940.00
16	1205	REMOVAL OF PAVEMENT MARKING LINES, 4-INCH	LF	1960	\$ 1.50	\$ 2,940.00	\$ 2.15	\$ 4,214.00	\$ 2.40	\$ 4,704.00
17	1205	REMOVAL OF PAVEMENT MARKING LINES, 8-INCH	LF	518	\$ 3.00	\$ 1,554.00	\$ 5.00	\$ 2,590.00	\$ 5.70	\$ 2,952.60
18	1205	REMOVAL OF PAVEMENT MARKING LINES, 16-INCH	LF	42	\$ 6.00	\$ 252.00	\$ 20.00	\$ 840.00	\$ 4.60	\$ 193.20
19	1205	REMOVAL OF PAVEMENT MARKING LINES, 24-INCH	LF	826	\$ 9.00	\$ 7,434.00	\$ 20.00	\$ 16,520.00	\$ 6.80	\$ 5,616.80
20	1205	REMOVAL OF PAVEMENT MARKING SYMBOLS &	EA	20	\$ 100.00	\$ 2,000.00	\$ 125.00	\$ 2,500.00	\$ 47.00	\$ 940.00
					Total:	\$ 836,944.92	Total:	\$ 870,419.83	Total:	\$ 888,145.20



Legend

— microsurfacing

Apex Baptist Church

Apex

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 11, 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:

- February 18, 2025 - Town Council Work Session Meeting 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

- CN3-A1: **DRAFT** Minutes - February 18, 2025 - Town Council Work Session Meeting Minutes



DRAFT MEETING MINUTES

**TOWN OF APEX
TOWN COUNCIL WORK SESSION
TUESDAY, FEBRUARY 18, 2025
3:30 P.M.**

The Apex Town Council met for a work session on Tuesday, February 18, 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=EfDs-xtp7EM>

[ATTENDANCE]

Elected Body

Mayor Jacques K. Gilbert (presiding)

Mayor Pro-Tempore Ed Gray

Councilmember Brett Gantt

Councilmember Arno Zegerman

Councilmember Terry Mahaffey

Absent: Councilmember Audra Killingsworth

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]

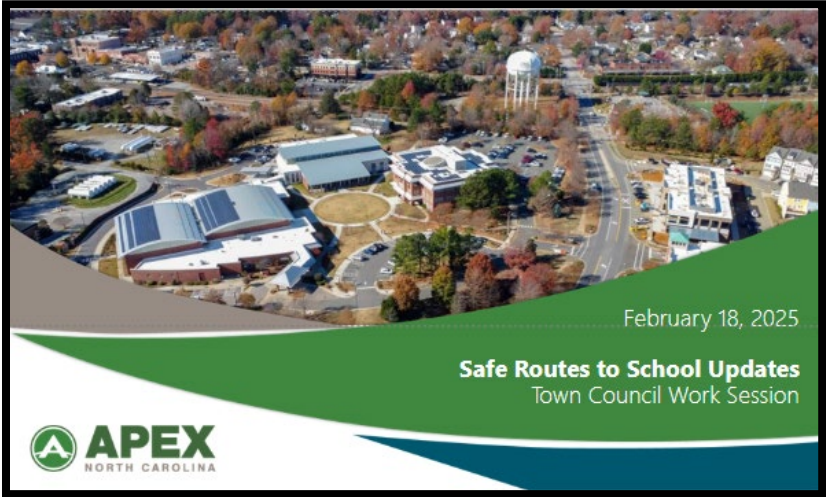
Mayor Gilbert called the meeting to order at 3:30 p.m., welcomed everyone, and led everyone in the pledge of allegiance. He then asked Town Manager Vosburg to give updates.

Town Manager Vosburg thanked the Mayor and Council. He said there were three topics to be covered. He then invited Shannon Cox to give the Safe Routes to School Update.

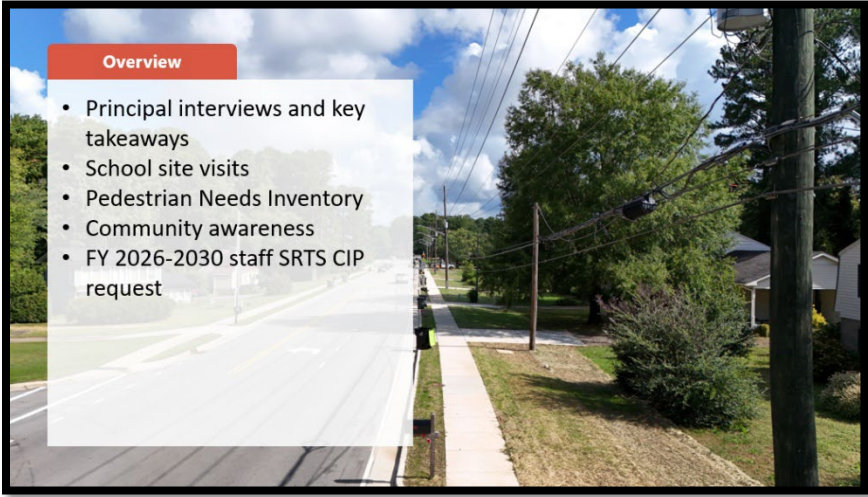
[SAFE ROUTES TO SCHOOL UPDATE]

Shannon Cox, Long Range Planning Manager, gave an update on the Safe Routes to School Program and gave the following presentation:

[SLIDE 1]



[SLIDE 2]



1 **[SLIDE 3]**



2
3 **Councilmember Gantt** asked if the schools track how many kids get to school via bus,
4 cars or walking.

5 **Ms. Cox** said that some schools do. She asked Jenna Shouse, Long Range Planner,
6 about the information.

7 **Ms. Shouse** said some track, especially in the lower grades and as the student gets
8 older, they estimated.

9 **[SLIDE 4]**

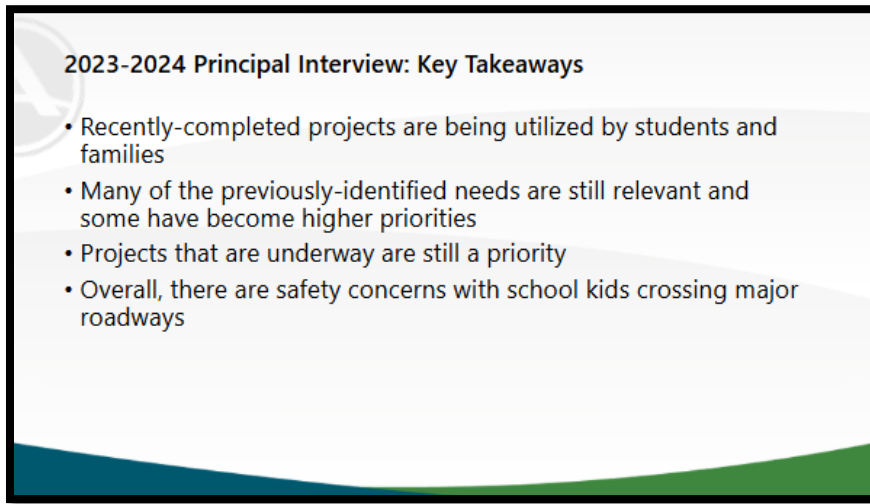
A slide titled "2023-2024 Principal Interviews: Timeline & Purpose". It contains a bulleted list of meeting details and purposes. To the right of the list is a small photograph of a group of people walking on a path.

2023-2024 Principal Interviews: Timeline & Purpose

- Meet every two years with school principals
- Meetings included TID, Parks & Rec, and Police staff
- Purposes were to:
 - Share Town's approach to addressing SRTS needs through the CIP and approved bond
 - Provide updates on identified needs at their school
 - Receive input from the school about new or ongoing needs
 - Share information on Apex PD's Pedestrian and Bicycle Safety Skills Program
 - Share information on helmet availability through NCDOT grant award

10

[SLIDE 5]

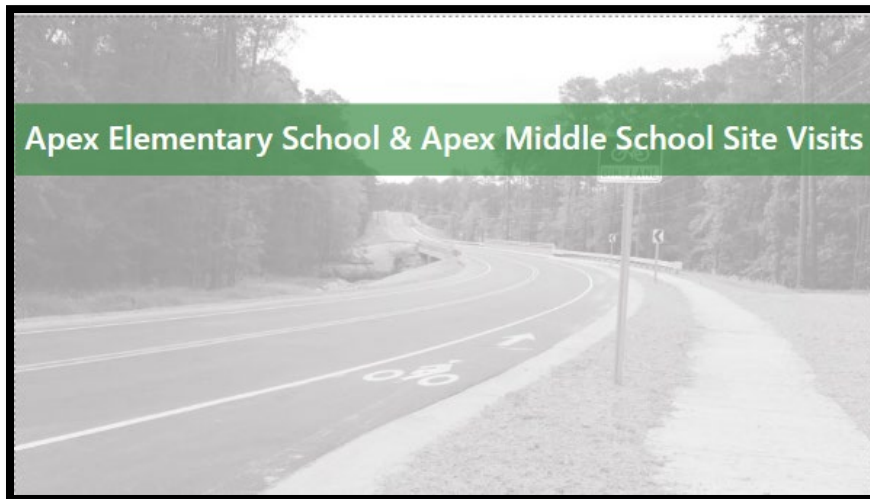


Councilmember Zegerman asked if the location reflects there not being a crossing at all or if they aren't satisfied with the type of the crosswalk's function.

Ms. Cox said part of it was the type of road and some of it was the infrastructure.

Ms. Shouse said that the ones off of thoroughfares were where there were most concerns.

[SLIDE 6]




1 **[SLIDE 9]**



2
3 **[SLIDE 10]**

Pedestrian Needs Inventory – Elements & Recent Updates

- Typical section cost estimates for high-scoring projects **(Added)**
- Whether it provides a safe route to school
- Citizen requests
- Observed bicycle/pedestrian routes
- Crash information, including presence on the **High Crash Network or High Injury Network (Added)**
- Roadway facility type
- Context area
- Whether a reasonable alternate pedestrian route is available **(Added)**
- Destinations within ¼ mile
- Existing and proposed bus stops within ¼ mile & bus stop ridership **(Added)**
- Relative need



4
5 **[SLIDE 11]**

Pedestrian Needs Inventory – Next Steps

- Expand opportunity for transit riders to provide input on pedestrian needs
 - Staff to request a pedestrian access question on the regional transit demographic survey - conducted every 3-4 years
- Gather input from future Multimodal Transportation Advisory Committee on Pedestrian Needs Inventory
- Conduct site visits with TID staff prior to next round of staff SRTS CIP requests to gather preliminary information on environmental impacts
- Ask Triangle Math & Science Academy, Grace Christian School, Felton Grove High School, and Pleasant Plains Elementary School to participate in the next round of principal interviews
- Updated Comprehensive Plan may include updated direction on how we prioritize pedestrian projects

6

Mayor Pro Tempore Gray asked if the post dismissal times had been looked at for Athletics or other things taking place after school hours to capture the information.

Ms. Cox said that as of now they have looked at some school arrivals and mainly dismissal times. She said that there were opportunities to get that information, and that the observation piece was one element. She said that conversations with School Principals, bringing in the Police Department for their resources and knowledge, and community input are some other options.

[SLIDE 12]



[SLIDE 13]

Sidewalk Prioritization & Safe Routes to School Webpage

- Prioritization explanation
- Sidewalk Needs Interactive map
- Safe Routes to School Analysis explanation and updates
- Outreach at EarthFest and PeakFest
- <https://www.apexnc.org/1949>

1 [SLIDE 14]

Sidewalk, Bike, and Transit Projects Webpage

- Bike/ped and transit projects are now on a separate webpage
- TID staff update the status of each project monthly
- Hyperlink to the sidewalk request form

Sidewalk, Bike, and Transit Projects

Do you have a suggestion for a new sidewalk project? Complete [this form](#)!

More information about sidewalk prioritization and the safe routes to school initiative is available [here](#).

Downtown Safe Routes to School and Transit Connections (RL-0047) - Safe Routes to School
This project addresses multiple high-priority safe routes to school for Blount Elementary and Thales Academy K-5. This project will complete pedestrian routes to Blount Elementary, Thales Academy K-5, GoApex Route 1 bus stops, GoCary Apex-Cary Express bus stops, and GoTriangle Route 305 bus stops. This project includes construction of pedestrian facilities along sections of Apex Parkway, Hillcrest Road, Cash Street, Plate Street, Hunter Street, and Ambergate Station. This project also includes pedestrian crossing improvements at the intersection of N Salem Street and Hunter Street.

- Status (01/02/25): Right of way acquisition in progress.
- Lead Agency: Town of Apex, [Adam Steinhilber](#), 919.249.3417
- Status: 90% Design complete
- Plans (PDF)

2
3 [SLIDE 15]

A photograph of a road with a green overlay at the top containing the text "Fiscal Year 2026-2030 Staff SRTS CIP Request". The road is paved and has a white line marking. There are trees and a utility pole in the background.

4
5 [SLIDE 16]

A map titled "Funded SRTS Projects & Staff CIP Requests FY 2026-2030". The map shows the Apex area with various streets and landmarks. A legend indicates: "Funded Project" (green line), "Staff CIP Request" (purple line), "Apex Future Planning Area" (black outline), "School" (blue square), and "Apex Sidewalk" (grey line). The map includes a scale bar (0 to 1 mile) and a north arrow. Various schools and streets are labeled, including Apex Middle School, Apex Elementary School, Apex Charter Academy, Apex Parkway, Hillcrest Road, Cash Street, Plate Street, Hunter Street, Ambergate Station, N Salem Street, and Old Raleigh Rd.

6

Page 8 of 27

- Page 34 -

[SLIDE 17]



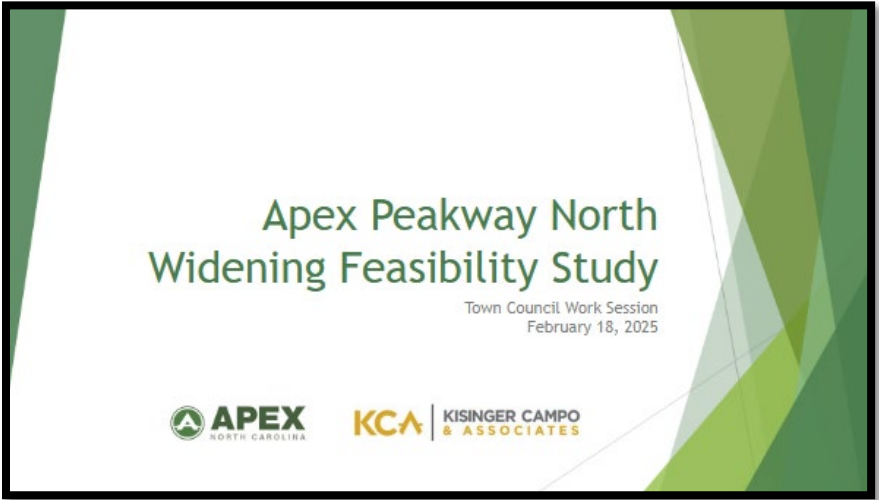
Mayor Gilbert asked if there were any questions.

[APEX PEAKWAY NORTH WIDENING FEASIBILITY STUDY]

Chris Johnson, Transportation and Infrastructure Director, began by speaking about the project, he said that this project is on the Capital Improvement list and is associated with a long-range plan for Ten-Ten widening that was pushed back. He introduced **Andrea Gordon**, with KCA.

Ms. Gordon and her colleague **Eric Adin** gave the following presentation on the Apex Peakway North Widening Feasibility Study.

[SLIDE 1]



[SLIDE 2]

Agenda

- ▶ Project Background
- ▶ Feasibility Study Overview
- ▶ Comparison of Alternatives
- ▶ Preliminary Cost Estimates
- ▶ Findings and Recommendations

[SLIDE 3]

Project Background

▶ Apex Parkway North Widening: widen to 4-lane median-divided from Center St to Old Raleigh Rd

Source: Advance Apex (2045 Plan) Appendix E

[SLIDE 4]

Project Background

- ▶ Purpose: to reduce forecasted congestion within the corridor and improve transportation mobility within or through the project study area
- ▶ Need: the “completion of the Apex Parkway...is needed to relieve downtown traffic pressures and provide access to infill commercial and residential development sites over the next decade.”

Plan Corridors

ID	Project Name	To	From
Near Term			
PC-2	Apex Parkway New Location	S Salem Street	James Street
PC-3	Apex Parkway New Location	NC 55	Center Street
PC-4	Apex Parkway Widening	Ten Ten Road	Laura Duncan Road
PC-7	Apex Parkway Widening	N Salem Street	S Salem Street
PC-9	Davis Drive Widening & New Location	US 64	Farmpond Road

Source: Advance Apex (2045 Plan) CTP

1 **[SLIDE 5]**

Feasibility Study Overview

- ▶ **Primary goal: identify a best-fit alternative concept and cost estimates**
- ▶ To accomplish this, the following were completed to inform the concept design development:
 - ▶ Preliminary GIS screening to identify potential constraints, natural and human environment features
 - ▶ Site visit completed in September 2024
 - ▶ Review of existing utility and infrastructure data
 - ▶ Review of adjacent project plans and traffic forecasts

It should be noted that a Feasibility Study is a preliminary evaluation that is the initial step in the planning and design process for a candidate project and not the product of exhaustive environmental or design effort. The purpose of this Feasibility Study is to describe the proposed project, including cost, and identify potential issues/problems that may require consideration in the planning and design phases.

APEX **KCA** **KISINGER CAMPO & ASSOCIATES**

2
3 **[SLIDE 6]**

Site Overview

72" Existing Culvert

Left Turn Queue at Center St

Recently Completed Right Turn Lane

Stormwater Management Ponds

Utilities

APEX **KCA** **KISINGER CAMPO & ASSOCIATES**

4
5 **[SLIDE 7]**

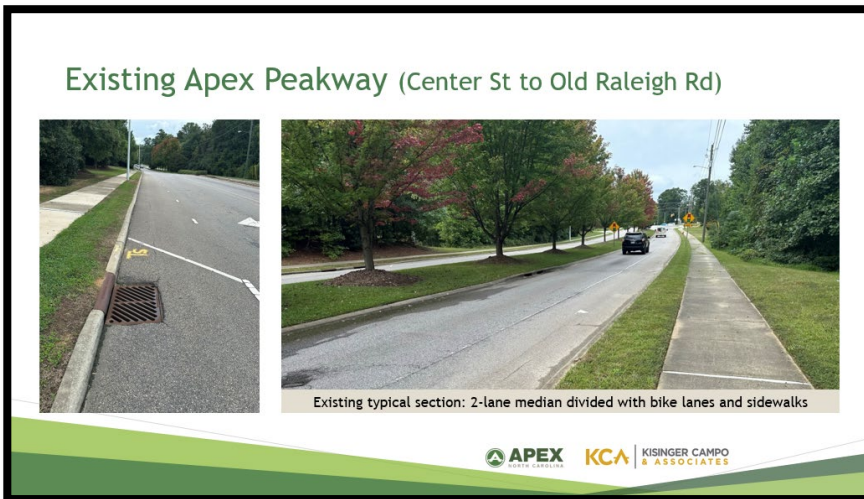
Existing Utilities

- ▶ Power (Duke, Apex Electric)
- ▶ Lighting (Town)
- ▶ Water (Town)
- ▶ Sewer (Town)
- ▶ Gas (Enbridge)
- ▶ Telecom (several)

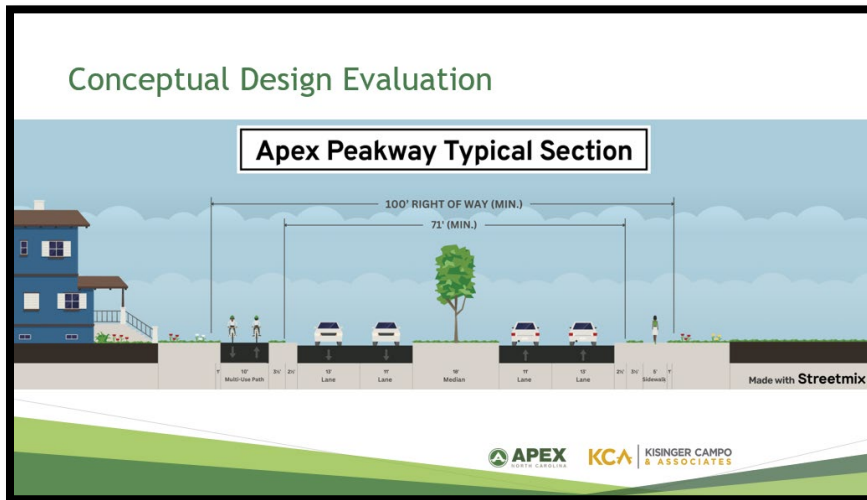
APEX **KCA** **KISINGER CAMPO & ASSOCIATES**

6

1 **[SLIDE 8]**



2
3 **[SLIDE 9]**



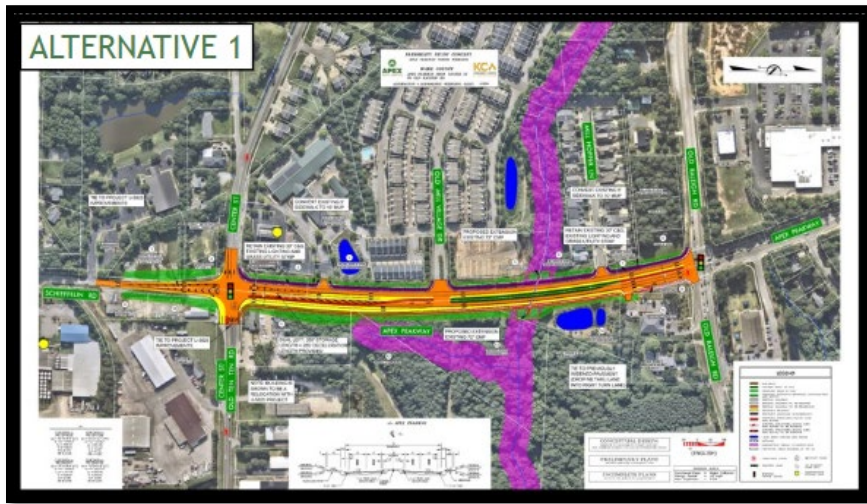
4
5 **Councilmember Zegerman** asked if the multi-use path would be striped.

6 **Director Johnson** said that it is considered a side path for all modes of transportation
7 and normally would not have a stripe. He said the comprehensive plan is to run the full loop
8 bidirectional.

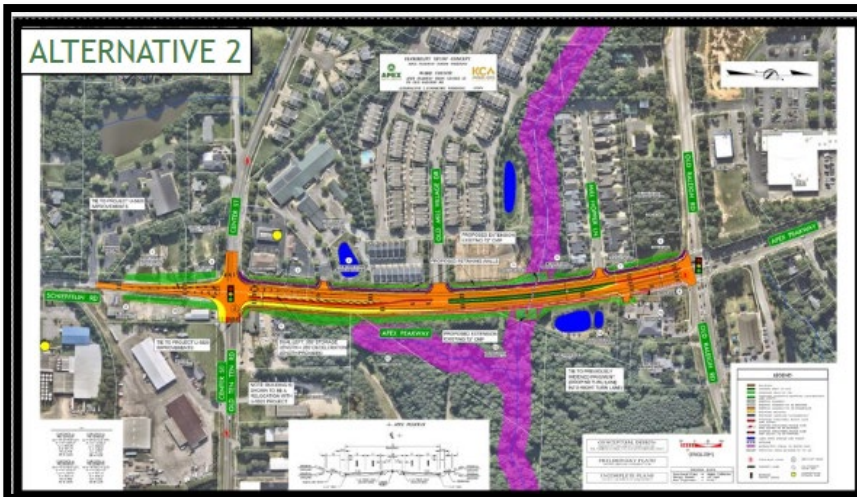
9 **Councilmember Zegerman** asked if there would be bike lanes in the main roadway.

10 **Director Johnson** said that there are no bike lanes shown but the outside lane can
11 accommodate a cyclist if they choose to use that multi-use path off to the side. He said that
12 there is additional width for larger trucks.

1 [SLIDE 10]



2
3 [SLIDE 11]



4
5 **Councilmember Mahaffey** asked if the commercial building would be relocated on
6 Center Street.

7 **Ms. Gordan** said the project to improve Center Street would be in the future. She said
8 that in reviewing the concepts for the project it was shown as a relocation for the U5820
9 projects.

10 **Councilmember Mahaffey** asked how far the business would be relocated.

11 **Ms. Gordan** said it meant that the building would be impacted by construction and
12 would have to be a suitable placement location.

13 **Director Johnson** said they would need to work with the owner on that process as
14 well as obtaining easements.

15 **Councilmember Gantt** asked if the building was old.

16 **Director Johnson** said it was very old.

17 **Councilmember Zegerman** asked if the costs to relocate the business were included.

18 **Director Johnson** said yes.

Councilmember Mahaffey asked if there was any impact to the buildings in the Northeast quadrant.

Ms. Gordan said that for alternatives there may be a construction easement to make sure that the driveway gets reconnected with some widening. She said that the darker green in the middle is showing the grass landscaped island instead of concrete.

Councilmember Mahaffey asked if the right-of-way impact for the property owners is the same or would they have to be moved.

Ms. Gordan referred to the Alternative 2 slide to give more explanation. She said that it would be more of a symmetrical widening to balance the amount of right of way on each side. She said with that there would be more impacts on the developed side to the west.

Mr. Adin said there would be the need for additional storm drainage work, as the main trunk line along the townhome side couldn't be preserved and adjustments would involve shifting the existing guideline three or four feet, which requires moving all the inlets as well, because the line runs parallel to the road. He said that this would ensure proper spacing for future maintenance. He said that the existing pipes are not particularly old and still have significant service life left (provided they were installed correctly), maintaining them is preferred whenever feasible.

Councilmember Mahaffey wanted to confirm Alternative 2 would impact the 14 townhomes.

Ms. Gordan said that they didn't want to have to impact on the town homes, so they proposed the retaining wall which was about \$800,000.00.

Mayor Pro Tempore Gray said that would be quite disruptive. He asked if the U-Haul building on Center and Peakway would be impacted.

Ms. Gordan said that corner would be one that would need to be looked at but they wanted to limit the impact on the buildings.

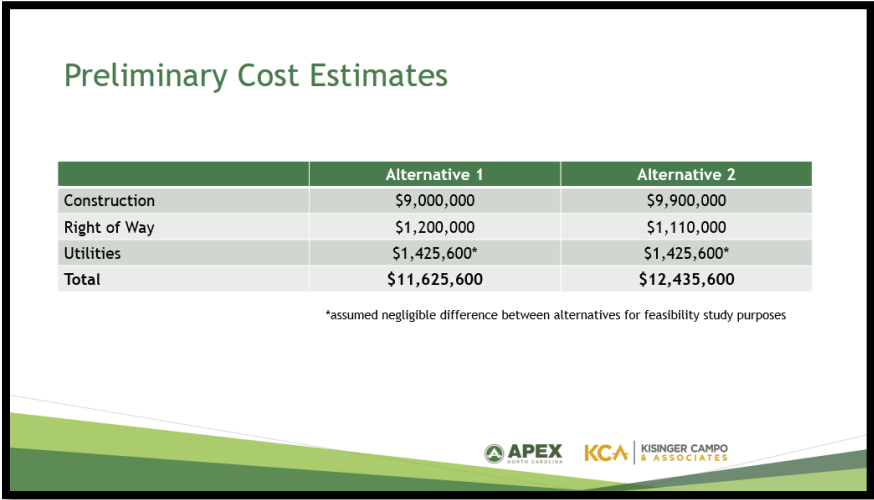
[SLIDE 12]

Comparison of Alternatives

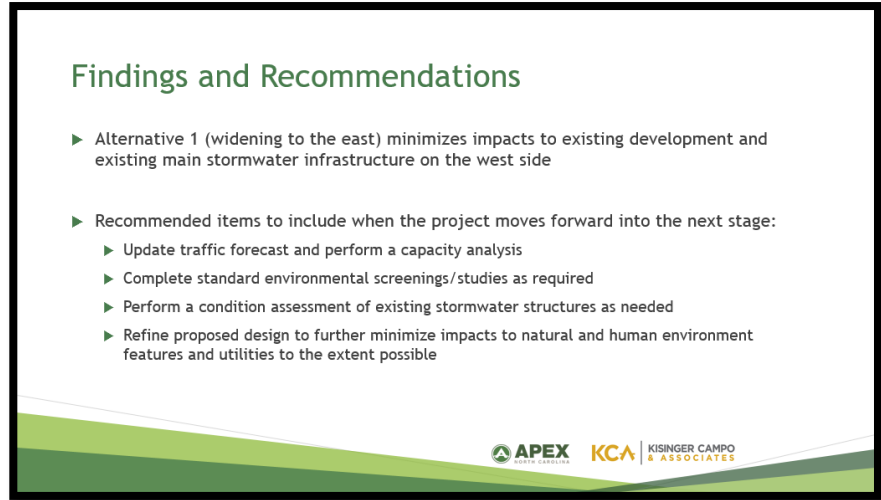
Alternative 1 (Asymmetric):	Alternative 2 (Symmetric):
<ul style="list-style-type: none">Widen to the east	<ul style="list-style-type: none">Widen symmetrically
Benefits: <ul style="list-style-type: none">Retains existing stormwater system on west sideReduces impacts to neighborhood on west sideAvoids need for retaining wallsReduced construction cost	Benefits: <ul style="list-style-type: none">Reduces potential for impacts to stormwater detention ponds on the east sideRetains some trees within the existing median
Disadvantages: <ul style="list-style-type: none">Increased potential for impacts to stormwater detention ponds on the east sideTrees within existing median would be removed	Disadvantages: <ul style="list-style-type: none">Requires full replacement of stormwater systemRequires retaining walls to minimize impacts to homesIncreased construction costs

APEX KCA KISINGER CAMPO & ASSOCIATES

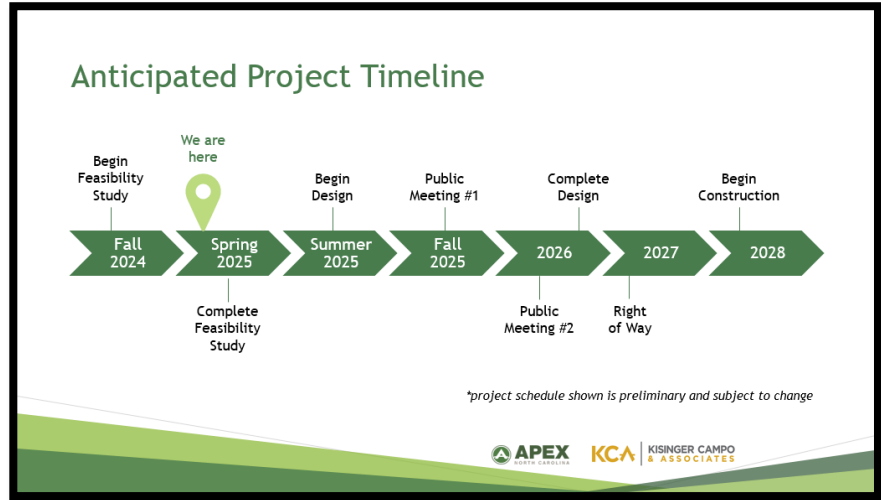
1 [SLIDE 13]



2
3 [SLIDE 14]



4
5 [SLIDE 15]



[SLIDE 16]



Ms. Gordan asked if there were any questions.

Councilmember Zegerman asked what makes this project priority over the completion of the Peakway and would completion of the Greenway improve flow of traffic to make this less urgent.

Director Johnson said that this was already prioritized in the prior Transportation Bond, and it was prioritized high to be widened. He said traffic backs up all the way across US-1 sometimes. He said completing the Peakway is still a high priority, but it is also a much larger project, at possibly 2-2.5x the cost.

Councilmember Zegerman asked if there were any updates on the flow of the traffic expected with these updates.

Director Johnson said that he would have to confirm with the Transportation Staff but that extra lanes would be needed to handle the traffic. He said signal changes alone would not be sufficient.

Councilmember Zegerman asked if there would be an opportunity to work with NCDOT on improving the signals as well.

Councilmember Mahaffey said there had been a discussion about bond money and asked if there was any other funding for this project, such as LAPP.

Director Johnson said that options could be explored. He said he was not sure how this project would score in those criteria.

Councilmember Mahaffey said that there was additional roadway needed. He said that the Peakway may have been built as a two-lane separate road and a right-of-way for a future four-lane expansion may have been acquired in some places. He said that this does not seem to be the same and he asked if this was consistent given the right of way availability between Salem Street and Hwy 55.

Director Johnson said that there are some areas of the Peakway that there is adequate right of way, for example the southern section. He said that he wasn't sure what the reason was that it was not the same.

1 **Mr. Stephenson** said that historically the right of way standard has changed, and now
2 the standard for this type is 100 feet, but when this section was constructed in was 90 feet.

3 **Mayor Gilbert** said that these were more questions for staff.

4 **Councilmember Gantt** asked if this was for a vote.

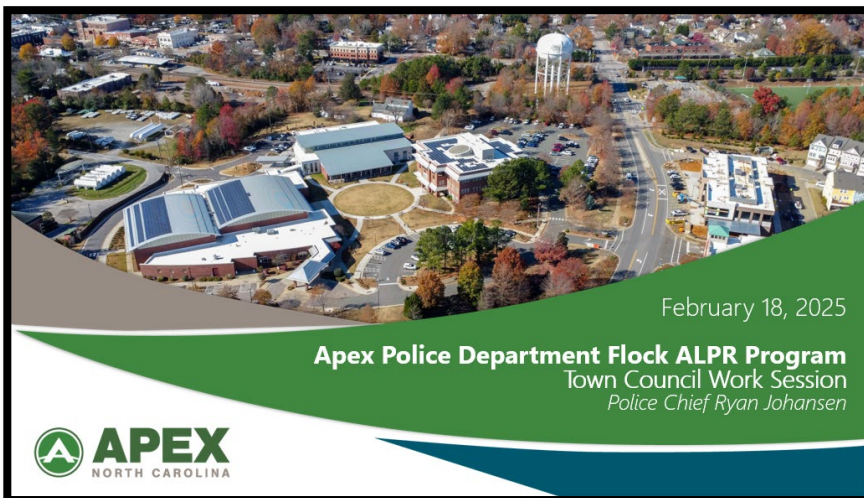
5 **Director Johnson** said that they wanted guidance from Council and if they agreed of
6 Alternative 1 so they could engage them on the next round of the agreement.

7 **Mayor Gilbert** conducted an informal vote for all in favor of Alternative 1 and all
8 agreed with Alternative 1.

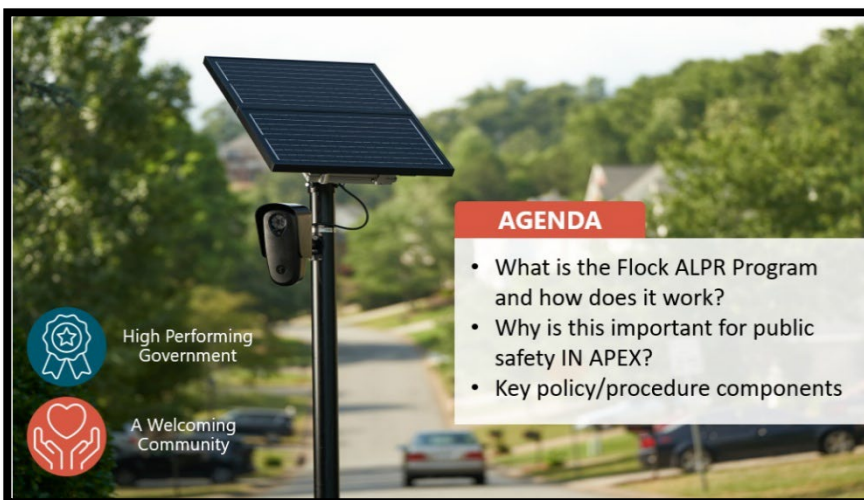
9
10 **[FLOCK CAMERA PRGRAM REVIEW]**

11
12 **Police Chief Ryan Johansen**, Apex Police Department gave information on the
13 background, the Key Policy and Procedure Components of the program in the following
14 presentation.

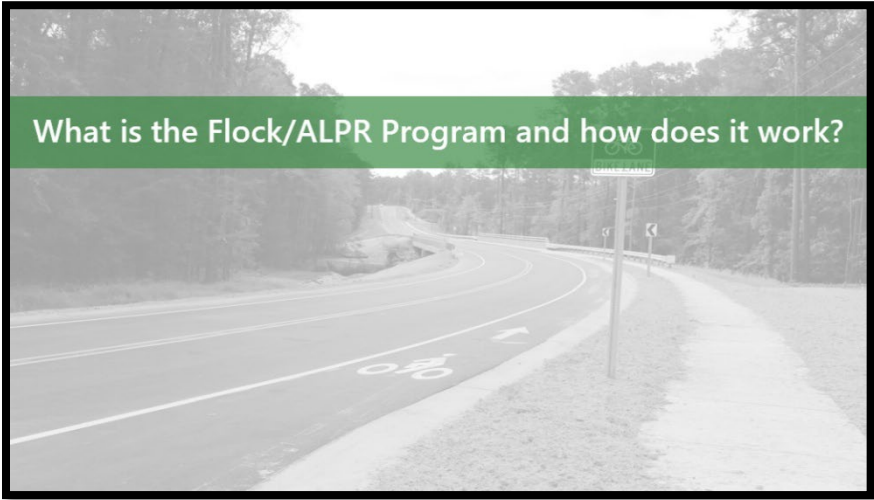
15 **[SLIDE 1]**



16
17 **[SLIDE 2]**



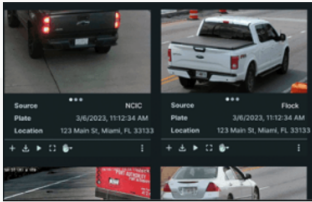
[SLIDE 3]



[SLIDE 4]

What is the Flock/ALPR Program and how does it work?

- Network of stationary Automated License Plate Reader cameras
 - Strategically positioned throughout the Town
 - Common ingress/egress of perpetrators of crime
 - Crime mapping
 - Town Gate concept
 - Captures an image of rear of vehicles (not drivers/passengers)
 - In plain view, on public right of way




Source	Plate	Location
NCSC	34G0023	11:12:24 AM
Flock	24G0023	11:12:24 AM

Councilmember Gantt asked if Flock worked at night.
Chief Johansen said yes, it does work at night.

1 **[SLIDE 5]**

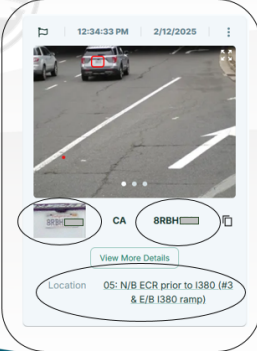
What is the Flock/ALPR Program and how does it work?

- What does the system do with these images
 - Reads/determines license plate numbers
 - Automatically searches for number matches in state database
 - Stolen vehicles
 - Crime vehicles with stop orders
 - Missing persons, AMBER/SILVER alerts, etc.
 - Notifies APD officers/dispatch of matches in real time
 - Analyzes vehicle components to discern make/model/color
 - Critical for vehicles with no plates or obstructed plates
 - Stores images for specified period
 - Creates a searchable database for police investigators
 - More to come on this



2
3 **[SLIDE 6]**

What is the Flock/ALPR Program and how does it work?

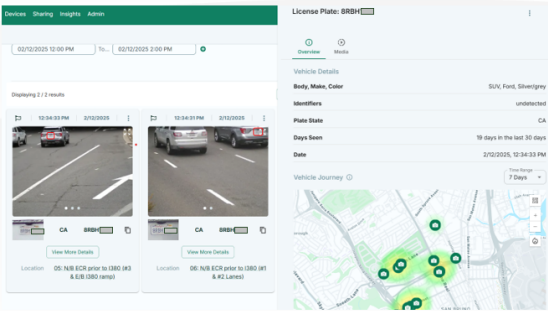


- What do officers/dispatch see?
 - Receive “hit” notification with image and location of read
 - Includes close up of plate alongside actual plate of the “hit”
 - Dispatch/Officer must confirm match before taking any action

4
5 **[SLIDE 7]**

What is the Flock/ALPR Program and how does it work?

- Creates a temporary, searchable database for investigations
- Can look for a plate, a make/model/color, or reads on a specific camera during a specific timeframe
- Cannot search for a person, name, address, or other personal identifying information



6

Councilmember Zegerman asked if this was cell phone based.

Chief Johansen said it could be but currently it would come to their MCT which is the computer in the police car.

Councilmember Zegerman asked if the dispatch would go to specific officers due to vicinity.

Chief Johansen said it would go to all on duty officers if they were logged into the CAD and RMS system.

Mayor Pro Tempore Gray asked Chief Johansen to speak on passive capture of data.

Chief Johansen said that it would capture any vehicle that comes through its scope of view and take a picture of the license plate and read it. He said that it does not notify the officers of that view but it goes into a database. He said it is important to remember that the data is only retained for 30 days. He also said every search in the system requires a case number, with a need or right to know. He said this is newer tech, but has the same legal requirements as other searches in criminal justice investigations.

[SLIDE 8]

The slide is titled "What is the Flock/ALPR Program and how does it work?". It features a map of San Bruno, CA, with a green circle indicating a location. Below the map is a table of device information.

Device Information	
Device Owner	San Bruno CA PD
Device Name	05 NIS ECR prior to 080 (K4 & E9 080 ramp)
Device Type	Falcon
Device Location	37632280254688025-122 4185107969697
Nearest Address	892 CA-92, San Bruno, CA 94066, USA
Device Network	San Bruno CA PD
Source	Flock Safety

Confidence

Confidence Levels	
Body	0.986 High Confidence
Make	0.986 High Confidence
Color	0.986 High Confidence

Plate confidence is 0.86. This image was sent to the Hot List Tool for processing. Users with Hot List Tool access and the appropriate application settings will receive Alerts if this license plate is on an active Hot List(s).

Plate state confidence is 1.00. This image would have passed state filters for California AND any custom hot list entries that do not have a state filter.

Councilmember Mahaffey asked if private business, HOA's or big box stores could use Flock cameras and possibly join the network and if so, would how would the data be controlled and would the data be integrated into a shared database.

Chief Johansen said that it was both. He said that private entities can and, in many cases, do employ Flock technology. He said they would have a choice to share their license plate read data with the police department if they choose to with a MOU, but PD would never share data with private entities.

Councilmember Mahaffey said that with the MOU it would be as if it were one of our cameras in terms of notification and searchability.

Chief Johansen said it can be. He said that the private entity would determine the level of share, the method for notifying the police department, and the search capabilities, all of which are available options.

1 **[SLIDE 9]**

What the Flock/ALPR Program is **NOT**

- It is NOT facial recognition
- It is NOT widespread person surveillance
- It is NOT tied to Personal Identifying Information (PII)
- It is NOT used for traffic enforcement
- It is NOT used for non law enforcement purposes


2
3 **[SLIDE 10]**



4
5 **[SLIDE 11]**

Why is this important for public safety IN APEX?

- Crime prevention
 - Notable increase in property crime
 - Can feed increase in violent crime
 - Current response is mostly reactive (post report)
 - Proactive efforts can feed perceptions of bias
 - Flock as "Early Warning System"
 - Notice of the presence of criminal(s), before victimization
 - Stolen vehicles (used in vast majority of our crime sprees)
 - Vehicles recently used in criminal acts
 - Known safety concerns (school and other threats cases)
 - Deterrence
 - Robust criminal communications (San Mateo County example)

A photograph of a person in a uniform looking at a vehicle's rearview mirror. The person is wearing a dark uniform and a cap. The vehicle is a white van. The person is looking at the mirror, which is reflecting the rear of the vehicle.

6

Mayor Pro Tempore Gray said that this would be good as a proactive measure, but in his experience in the legal field lots of criminals don't think about getting caught as a possibility.

Chief Johansen said the better term may be "target hardening" which makes the Town less attractive for crime but that will take some time. He said that the degree in which people think that they are going to be caught may be the best way to keep them from doing the crime.

[SLIDE 12]

Why is this important for public safety IN APEX?


"The certainty of apprehension, not the severity of the ensuing consequences, is the more effective deterrent of crime." - Daniel S. Nagin (leading expert on criminal justice)

- Investigations
 - Nationally, >70% of crimes involve the use of a motor vehicle
 - In Apex, this number is closer to 80%
 - Vehicle identification is critical evidence in solving crimes
 - Imagine having a license plate and/or vehicle description for 80% of our crimes
 - Vehicle ID, direction of travel, immediate tracking
 - Especially valuable for crime during light traffic (majority in Apex)
 - We have the resources to be thorough, we lack the evidence
- Just a few examples
 - San Mateo homicide; San Bruno catalytic converter shooting; San Bruno fatal hit and runs; Westminster serial sex assault case; YouTube shooter threat

[SLIDE 13]

Why is this important for public safety IN APEX?


- Community safety is a collaboration
 - Town Council and community support APD
 - Policing has become more difficult than ever
 - Increasingly sophisticated criminal actors
 - Legal/legislative changes
 - Expectation of perfection
 - Men and women of APD are deeply committed Protectors of the Peak
 - We need to provide them with the tools to deliver on our expectations



1 **[SLIDE 14]**

Why is this important for public safety IN APEX?

- Bias mitigation
 - Any endeavor involving humans will include bias
 - If bias is implicit, it cannot be eliminated
 - Criminal profiling drives most stops aimed at prevention
 - Ultimately, stops are almost always based on discretionary choice
 - This introduces bias
 - Mitigating the negative impacts of bias is critical
 - Stops based on facts versus observations help mitigate bias
- Technology and systems built by humans can still reflect bias
 - Flock contains multiple layers to minimize this effect



2
3 **[SLIDE 15]**

Key Policy/Procedure Components



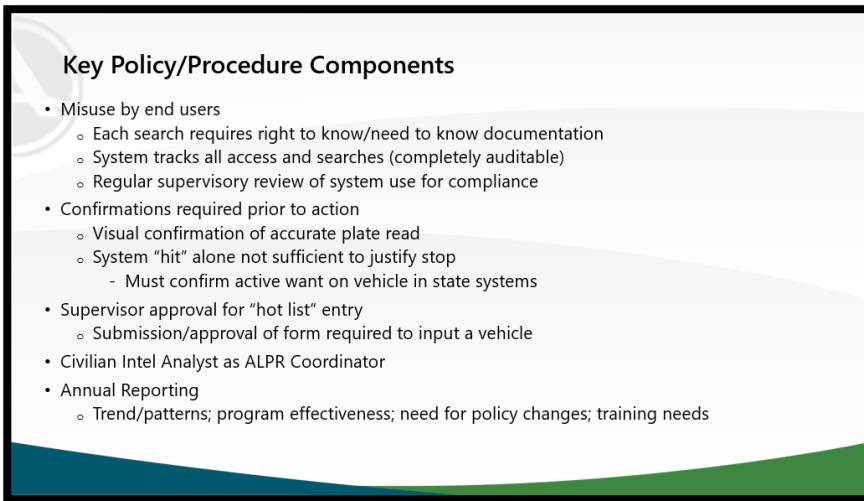
4
5 **[SLIDE 16]**

Key Policy/Procedure Components

- Balancing privacy concerns and community safety needs
 - Suggestion that system can track all "comings and goings"
 - Data retention period of 30 days mitigates this
 - 1/3 of state requirement of 90 days
 - Shorter terms eliminate many investigative benefits, longer create privacy concerns
 - Longer retention only with search warrant and/or preservation request
 - Data sharing and potential misuse of data
 - No automatic sharing, must apply directly to APD Admin
 - Restricted to policing agencies for official law enforcement purposes only
 - Must sign Flock MOU and APD data sharing agreement (prevents resharing)
 - Will not share with entities engaged in immigration enforcement

6

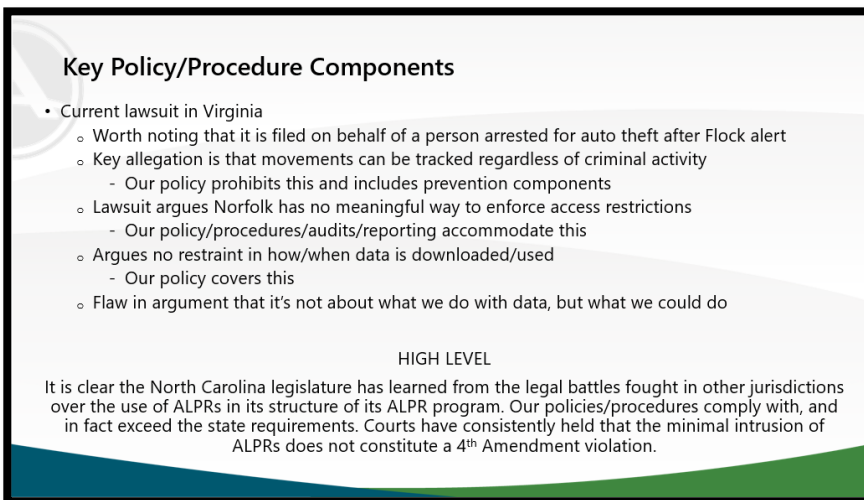
[SLIDE 17]



Key Policy/Procedure Components

- Misuse by end users
 - Each search requires right to know/need to know documentation
 - System tracks all access and searches (completely auditable)
 - Regular supervisory review of system use for compliance
- Confirmations required prior to action
 - Visual confirmation of accurate plate read
 - System “hit” alone not sufficient to justify stop
 - Must confirm active want on vehicle in state systems
- Supervisor approval for “hot list” entry
 - Submission/approval of form required to input a vehicle
- Civilian Intel Analyst as ALPR Coordinator
- Annual Reporting
 - Trend/patterns; program effectiveness; need for policy changes; training needs

[SLIDE 18]



Key Policy/Procedure Components

- Current lawsuit in Virginia
 - Worth noting that it is filed on behalf of a person arrested for auto theft after Flock alert
 - Key allegation is that movements can be tracked regardless of criminal activity
 - Our policy prohibits this and includes prevention components
 - Lawsuit argues Norfolk has no meaningful way to enforce access restrictions
 - Our policy/procedures/audits/reporting accommodate this
 - Argues no restraint in how/when data is downloaded/used
 - Our policy covers this
 - Flaw in argument that it's not about what we do with data, but what we could do

HIGH LEVEL

It is clear the North Carolina legislature has learned from the legal battles fought in other jurisdictions over the use of ALPRs in its structure of its ALPR program. Our policies/procedures comply with, and in fact exceed the state requirements. Courts have consistently held that the minimal intrusion of ALPRs does not constitute a 4th Amendment violation.

Councilmember Gantt asked if there was a state law authorizing this kind of thing, and if something of its kind has been adjudicated at all.

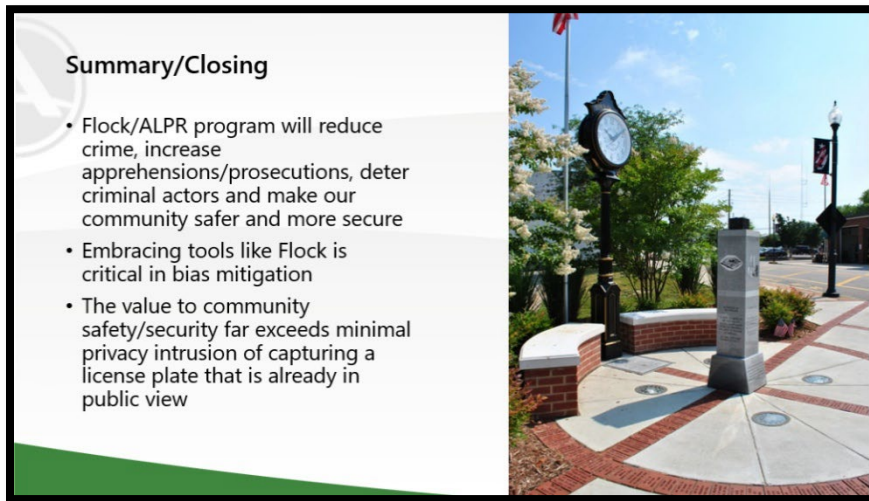
Town Attorney Hohe said that she was not aware of anything in North Carolina as far as litigation. She said that she would look further into it.

Mayor Pro Tempore Gray said that there was a North Carolina statute stating there were certain procedures that had to be followed and data could not be stored beyond 90 days.

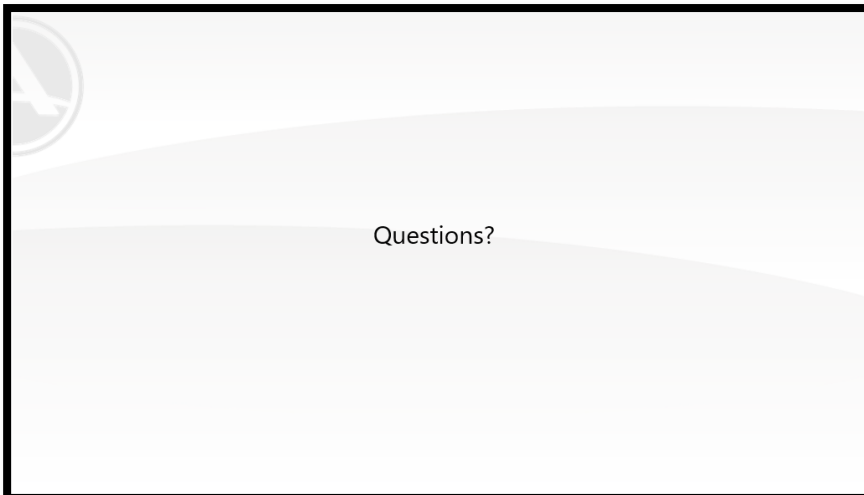
Councilmember Gantt asked if the law has been around a while and if there were any municipalities that has this technology.

Chief Johansen said that there are numerous agencies in Wake County that have this technology, but he wasn't sure about the exact number.

1 **[SLIDE 19]**



2
3 **[SLIDE 20]**



4
5 **Councilmember Zegerman** asked about the privacy concerns. He mentioned things
6 like Ring cameras and how prevalent they are.

7 **Chief Johansen** said that private citizens can record and do most anything with that
8 information but that there were larger conversations with some jurisdictions that have moved
9 to real-time crime centers and this type of data and integrating with ring cameras and that
10 may be a serious privacy concern, but this technology is a much lower level of concern.

11 **Mayor Gilbert** said there were conversations about this technology. He asked Chief
12 Johansen, as far as the police department, what were some of the things that he would be
13 looking for as far as patterns and things similar.

14 **Chief Johansen** said the primary focus will be on supervisory audits and spot checks
15 to understand what they reveal. He said he would also focus on accuracy of reads, impacted
16 by camera positioning, remains a critical concern as false reads can have negative
17 consequences. He said that the key factor isn't the technology itself but how it is utilized,
18 specifically, to assess the processes in place for handling data, such as stolen vehicle plate

1 reads, through training, policy, and strategic actions. He said two main points: (a) that there
2 are no indications of system abuse and (b) how the system is functioning, with a particular
3 focus on how the data is being used, especially in cases involving large numbers of stolen
4 vehicle reads.

5 **Mayor Gilbert** asked what the opportunities are to provide more education to the
6 community.

7 **Chief Johansen** said that putting out more information, especially screenshots
8 showing exactly what the Officers using the program see, could help.

9 **Mayor Gilbert** said that he was a huge supporter. He said he wish they had this when
10 he was in law enforcement.

11 **Assistant Town Manager John** said that talking about this on a platform would be
12 through Community engagements, neighborhood meetings where police are going out and
13 speaking on a certain topic throughout the year, or Town Halls.

14 **Chief Johansen** said that what he had done in the past was "Chat with the Chief"
15 which is a series of recurring meetings out in neighborhoods and in specific business
16 communities similar to a Small Town Hall, so that they can talk about what interests the
17 community and he can take a computer and show them how this works.

18 **Town Attorney Hohe** followed up with Councilmember Gantt's question about
19 litigation in North Carolina and in it was first enacted in North Carolina in 2015 and she found
20 no cases on the law from a quick search here in North Carolina.

21 **Mayor Pro Tempore Gray** said that one concern to address is using technology to
22 overly police majority minority locations. He said that it would be important to have a strategy
23 to best inform those communities that have a high-risk point to let them know we are not just
24 putting a bunch of cameras around your neighborhood. He said that it would be particularly
25 useful when the issue of how the data is provided to other agencies. He said that he
26 supported the recommendations, particularly the supervisor's review for the hot list and he
27 would like to see more detail on that. He said that this isn't more intrusive than what we have
28 but the technology is more effective, but the community needs to be educated on this new
29 technology.

30 **Mayor Gilbert** said that if Apex moves forward with Flock, the Council should be an
31 extension of the police department in explaining for that trust.

32 **Chief Johansen** said that as far as the location of the cameras, where the cameras are
33 most valuable is points of aggress and surrounding neighborhoods doesn't really maximize
34 the use of the cameras, they want as many reads as possible like places where people are
35 coming and going.

36 **Mayor Pro Tempore Gray** said the Police Department would bring back
37 recommendations and they would look at them for approval.

38 **Councilmember Mahaffey** asked about the software workflow.

39 **Chief Johansen** said that it was not a workflow in the system, and this will be a key
40 element of the supervisory audits. He said the use of the system should be 0 outside of
41 investigations.

1 **Councilmember Mahaffey** asked if there would be an agreement with NCDOT with
2 placements with the cameras.

3 **Chief Johansen** said that they are working through the actual information. He said
4 that NCDOT has a pilot program to allow municipalities to place cameras specifically within
5 the right of way but because of the time restriction for the deadline of April 26th he was not
6 sure if they would have time to get through the process.

7 **Councilmember Mahaffey** asked if Chief Johansen would speak on the private
8 participation in this network.

9 **Chief Johansen** said that in his prior jurisdiction there was a private entity that had
10 this technology, and they shared it with the police department.

11 **Mayor Gilbert** asked how many cameras would be put out.

12 **Chief Johansen** said he wasn't sure.

13 **Town Manager Vosburg** said that this was just a follow up on key points. He said that
14 the Chief would go forward with giving feedback and the next step would be to look at those
15 MOUs and deployment of the cameras based on the policies outlined.

16 **Mayor Pro Tempore Gray** asked if this would satisfy the statutory requirements for the
17 policy.

18 **Town Attorney Hohe** said that she would look into this and get the information back.

19 **Councilmember Zegerman** asked what the timeline would be to come back to
20 Council for approval on the full program, since they have approved a pilot.

21 **Chief Johansen** said that it would be based on how long it took to get the program
22 up and running. He said that he would ask for some time, at least a year of data and reads, to
23 allow for minor modifications in agency procedures. He said Council would receive an
24 update approximately a year after the launch if that was something they would be willing to
25 wait for.

26 **Mayor Gilbert** asked if the Council was in agreement with waiting until the data was
27 available and the new Chief had an opportunity to fully asses the program.

28 Councilmembers provided verbal agreement and unanimous consensus.

29
30 **[ADJOURNEMENT]**

31
32 **Mayor Gilbert** adjourned the meeting at **5:16 p.m.**

33
34 Jacques K. Gilbert
35 Apex, Mayor
36

37 Allen Coleman, CMC, NCCCC
38 Town Clerk to the Apex Town Council
39

40 Submitted for approval by Apex Town Clerk Allen Coleman

41
42 Minutes approved on _____ of _____, 2025.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA
Meeting Date: March 11, 2025

Item Details

Presenter(s): Chris Johnson, P.E. Director
Department(s): Transportation & Infrastructure Development

Requested Motion

Motion to approve an Encroachment Agreement between the Town of Apex and property owner, Amward Homes of NC, Inc., located at 2524 Silas Peak Lane Apex, NC 27523, Lot 12, to install a fence and gates that will encroach 67 linear feet (LF) and air conditioning units that will encroach 20.4 square feet (SQ) onto the Public Drainage Easement, and to authorize the Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

The proposed Encroachment Agreement is between the Town and property owner, Amward Homes of NC, Inc., regarding Wake County, NC PIN#0723-86-4460, 2524 Silas Peak Lane Lot 12, as recorded in Book of Maps 2022, Page 1765, and as modified by plat titled "Exempt Plat Easement Revision for Lots 10-13 and Open Space 4 Ellsworth Subdivision" and recorded in Book of Maps 2024, Page 1514, Wake County Register of Deeds.

Attachments

- CN4-A1: Encroachment Agreement - 2524 Silas Peak Lane
- CN4-A2: Exhibit A - 2524 Silas Peak Lane



After Recording Mail To: Development Services
 Town of Apex
 PO Box 250
 Apex, NC 27502

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT, being made this _____ day of _____, 2025, by and between Amward Homes of NC, Inc. hereinafter referred to as "Grantee," and the Town of Apex, hereinafter referred to as the "Town."

WHEREAS, the Grantee is the owner of a certain residential lot of land in the County of Wake, State of North Carolina, which is designated as **PIN #0723-86-4460** by the Wake County Revenue Department and more particularly described as **Lot 12** of the subdivision known as **Ellsworth** as shown on that certain plat recorded in **Book of Maps 2022, Page 1765**, Wake County Registry (hereinafter the "**Subdivision Plat**"). The residential lot is also known as **2524 Silas Peak Lane, Apex, NC 27523**. The residential lot described in this paragraph is hereinafter referred to as the "**Residential Lot**."

WHEREAS, the Town is the owner of a **20' Public Drainage Easement** as shown on the **Subdivision Plat**, and as modified by plat titled "Exempt Plat Easement Revision for Lots 10-13 and Open Space 4 Ellsworth Subdivision" and recorded in Book of Maps 2024, Page 1514, hereinafter referred to as the "**Public Drainage Easement**".

WHEREAS, Grantee wishes to install certain improvements more particularly described as a **fence and gates that will encroach 67 linear feet (LF) and air conditioning units that will encroach 20.4 square feet (SF) onto the Public Drainage Easement**, which serves the Residential Lot, hereinafter referred to as the "**Encroachment**", all as shown on the attached **Exhibit A**. Grantee desires to make certain agreements and covenants regarding the Encroachment.

WHEREAS, the Town, under the terms and conditions herein set forth, is willing to allow the above-described Encroachment upon the **Public Drainage Easement**.

NOW, THEREFORE, in consideration of these promises and other consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee and the Town hereby covenant and agree:

1. Subject to the terms herein, the Town agrees to allow Grantee, and Grantees' successors and assigns at Grantee sole risk and expense, to encroach into the **Public Drainage Easement** of the Town as shown in the attached **Exhibit A**, and incorporated by reference as though fully set forth herein.

2. The Encroachment shall not be enlarged or increased beyond the Encroachment shown in **Exhibit A** and described in this Encroachment Agreement. Grantee is responsible for any and all expenditures of labor or materials required for the installation, erection, repair, removal, or maintenance of the above-referenced Encroachment and shall be allowed to maintain the Encroachment and to perform all necessary repairs, maintenance, and replacement of the Encroachment as may be necessary from time to time.

3. The Town shall not be held responsible for any and all property damage or injury or death of any person which results from any and all negligence, omission, defect in design, maintenance, or workmanship created by the Encroachment described herein, or any cause of action arising out of the installation, maintenance, removal, destruction, or location of said Encroachment.

4. Grantee agrees to and does hereby hold the Town, its officers, council members and employees harmless from any and all liability arising out of such negligence, omission, defect or other cause of action; that it will defend the Town, its officers, council members and employees, and pay all attorney fees in any and all actions brought as a result of such; and that it will indemnify the Town, its officers, council members, and employees against any and all loss sustained by reason of such negligence, omission, defect, or other cause of action, claim, cost, or expense arising out of the installation, maintenance, removal, or location of said Encroachment; provided that, Grantee shall not be obligated hereunder to indemnify the Town for any negligent acts or omissions of the Town, its contractor(s) (including sub-contractors) and their respective officers, agents and employees.

5. Sections 3 and 4 shall survive the termination of this Encroachment Agreement for any reason.

6. All notices required herein shall be deemed given by depositing such in the United States mail, first class, and addressed to:

To Town: Town Manager
Town of Apex
PO Box 250
Apex, NC 27502

To Grantee: Amward Homes of NC, Inc.
133 Triangle Trade Drive
Cary, NC 27513

7. In the event there is a dispute between the parties concerning the interpretation of the terms of this Encroachment Agreement or their respective rights and obligations hereunder, such dispute or controversy shall be adjudged pursuant to the laws of the State of North Carolina.

8. Grantee agrees to abide by all applicable laws, regulations, statutes and ordinances.

9. This Encroachment Agreement shall not divest the Town of any rights or interest in said **Public Drainage Easement**.

10. If the Town deems, within its sole discretion, that removal of all or apportion of the Encroachment is necessary in order to operate, protect, maintain, modify, replace, add-to or improve its facilities located within the **Public Drainage Easement**, then Grantee shall cause such removal to be made at Grantee's sole expense within 30 days after receipt of notice from the Town and shall be completed in a manner that will allow the Town complete and safe access to the **Public Drainage Easement**. In the event that the Grantee fails to timely remove the Encroachment or in the event of an emergency associated with the condition of the **Public Drainage Easement**, the Town is authorized to remove all or such portion of the Encroachment as the Town determines in its sole discretion to be reasonably necessary, convenient or advisable to operate, protect, maintain, modify, replace, add-to or improve its facilities located within the **Public Drainage Easement**. The Town shall have the sole discretion to determine the existence of an emergency associated with the condition of the **Public Drainage Easement**.

11. Grantee agrees to pay and reimburse the Town the entire expense and cost of removal of the Encroachment in the event that the Town removes the Encroachment as provided in the Paragraph 10 or if Grantee fails to remove the Encroachment within the time limit after receiving notice under Paragraph 9.

12. Grantee, during the life of this Encroachment Agreement, agrees to procure or cause to be procured from a responsible insurance carrier or carriers authorized under the laws of the State of North Carolina, insurance in the minimum amounts of \$300,000/\$500,000/\$300,000 covering full liability for any and all personal injury, property damage or wrongful death caused by the construction, maintenance, location, repair or visual obstruction of said Encroachment. Grantee shall furnish the Town, without demand, each July a certification from the insurance carrier or carriers with whom the insurance herein mentioned is carried, stating that such compensation is covered by such carrier or carriers and showing such insurance to be in full force and effect. Both Grantee and the Town shall be named as insured parties by endorsement of the policy. In the event of any change in the insurance policy, Grantee shall give the Town thirty (30) days' notice of such change. Should Grantee fail to pay premiums upon said insurance or to perform any of the agreement, terms or conditions herein contained, the Town, at its option, by written notice may declare this Encroachment Agreement canceled and terminated and all rights acquired hereunder by Grantee shall thereupon terminate.

13. Notwithstanding Section 14 below, Grantee shall be released from its obligation under this Encroachment Agreement only upon the assumption of said obligations either by a successor in title to the **Residential Lot**, or by assumption of said obligations by an incorporated party approved by the Town. The Town's consent to such assumption and release shall be required but shall not be withheld, conditioned or delayed if, as reasonably determined by the Town, the party assuming Grantee's obligations possesses adequate financial resources and ownership interest, and Grantee's delegate and proposed assignee assume and agree to fulfill, in writing, all of Grantee's duties set forth in this Encroachment Agreement.

14. The right to encroach is appurtenant to and runs with the land hereinabove referred to and shall forever be subject to the conditions above agreed on between the parties. This Encroachment Agreement is binding upon the heirs, assigns, transferees, and successors in interest of the Grantee and shall, upon execution, be recorded in the Office of the Register of Deeds of Wake County, North Carolina.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

In testimony whereof, said Grantee and said Town have here unto set their hands and seals, the day and year first above written.

GRANTEE

Amward Homes of NC, Inc.

By: Michael Ward (SEAL)



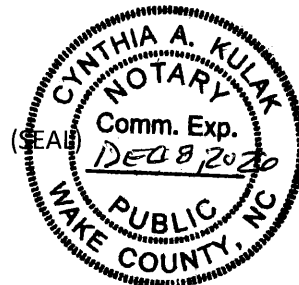
NORTH CAROLINA
COUNTY OF WAKE [county in which acknowledgement taken]

I, CYNTHIA A. KULAK, a Notary Public of WAKE County, North Carolina, certify that Michael D. Ward, personally appeared before me this day and acknowledged that he is the President for Amward Homes of NC, Inc. Grantee herein, and that by authority duly given as President for the company, the foregoing instrument was signed and sealed by him on behalf of the company and acknowledged said writing to be the act and deed of said company.

Witness my hand and official stamp or seal, this 3 day of MARCH, 2025.

[Signature]
[Signature of Notary Public]

My Commission Expires: DECEMBER 8, 2020



TOWN OF APEX

Randal E. Vosburg, AICP, CPM
Town Manager

(Corporate Seal)

ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____ [county in which acknowledgement taken]

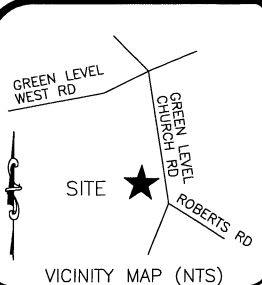
I, _____, a Notary Public of _____
County, North Carolina, certify that **Allen Coleman** personally came before me this day and acknowledged
that he is the **Town Clerk** for the **Town of Apex, a North Carolina Municipal Corporation**, and that by
authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its
Town Manager, sealed with its corporate seal and attested by him as its **Town Clerk**.

Witness my hand and official stamp or seal, this _____ day of _____, 2025.

[Signature of Notary Public]

(Seal)

My Commission Expires: _____



VICINITY MAP (NTS)

SETBACKS PER
P.B. 2022 PGS 1763-1767

FRONT	25'
SIDE MIN.	8'
SIDE TOTAL	20'
REAR	25'
CORNER	18'

IMPERVIOUS SURFACE TABLE

HOUSE	3,393 SQ.FT.
DRIVE	1,214 SQ.FT.
WALK	316 SQ.FT.
DECK	112 SQ.FT.
AC PAD	27 SQ.FT.
TOTAL	5,062 SQ.FT.

- LEGEND
- AC=AIR CONDITIONING UNIT
 - AG=ABOVE GROUND
 - BOC=BACK OF CURB
 - BG=BELOW GROUND
 - CATV=CABLE TV
 - CB=CATCH BASIN
 - COVD=COVERED
 - DW=CONC DRIVEWAY
 - EB=ELECTRIC BOX
 - EM=ELECTRIC METER
 - EOP=EDGE OF PAVEMENT
 - EP=ELECTRIC PEDESTAL
 - FH=FIRE HYDRANT
 - IOV=IRRIGATION CONTROL VALVE
 - LP=LIGHT POLE
 - MTR=METER
 - N/F=NOW OR FORMERLY
 - PO=PORCH
 - PP=POWER POLE
 - RCP=REINFORCED CONC PIPE
 - R/W=RIGHT OF WAY
 - SCO=CLEANOUT
 - SW=SIDEWALK
 - TP=TELEPHONE PEDESTAL
 - TF=TRANSFORMER
 - WM=WATER METER
 - WV=WATER VALVE
 - EIP=EXISTING IRON PIPE
 - IP=IRON PIPE SET
 - EIR=EXISTING IRON ROD
 - EIS=EXISTING IRON STAKE
 - CP=CALCULATED POINT

EXHIBIT A

NOTE:
THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

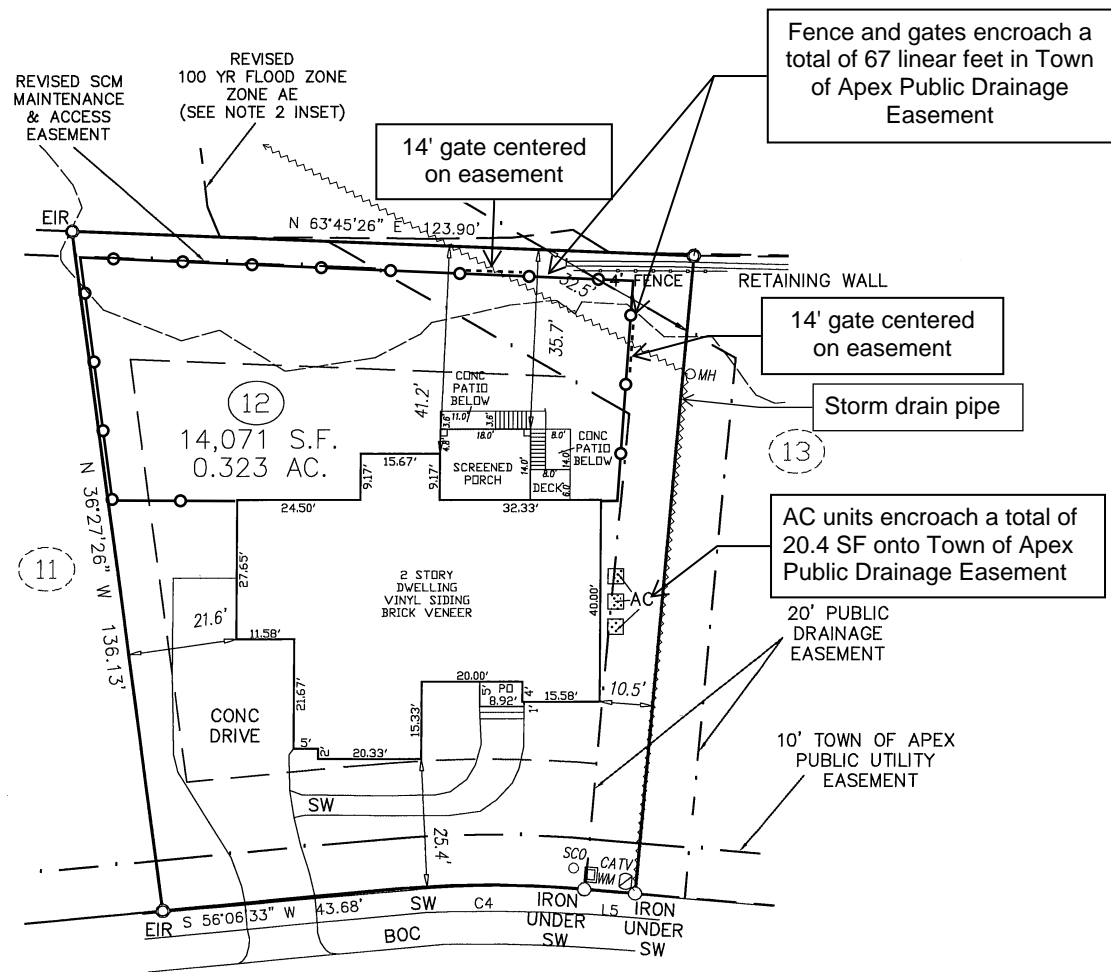
THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION. NO TITLE REPORT PROVIDED. ANY VISIBLE ENCROACHMENTS ARE SHOWN HEREON.

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

GENERAL NOTES:

1. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
2. AREAS SHOWN HEREON WERE COMPUTED USING THE COORDINATE METHOD.
3. LINES NOT SURVEYED ARE SHOWN AS DASHED LINES FROM INFORMATION REFERENCED ON THE FACE OF THIS SURVEY.
4. PROPERTY MAY BE SUBJECT TO ANY/ALL EASEMENTS AND RESTRICTIONS OF RECORD. THIS SURVEY IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND OR DEEDED AND HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. 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.

OPEN SPACE



GRAPHIC SCALE

1 inch = 30 ft. N.T.S.

SILAS PEAK LANE

50' PUBLIC R/W

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C4	225.00'	140.49'	40.44'	S 61°15'55\"	W 10°18'43\"

<p>ECLS</p>	PROJECT: ELLSWORTH	<p>FOR AMWARD HOMES INC 2524 SILAS PEAK LANE LOT 12, ELLSWORTH SUBDIVISION WHITE OAK TOWN, COUNTY, NC BM 2022 PG 17 BM</p>	<p>- Page 61 -</p>	<p>ECLS GLOBAL, INC U.S. VETERAN-OWNED 19 N MCKINLEY ST COATS, NC 27521 910.897.3257 ECLS@GLOBALINC.COM 910.897.2329 (FAX) CO#C-4175</p>
	DRAWN BY: TKR/SEER			
	SURVEYED BY: H. SWANZEY			
	SCALE: 1"=30'			
	FIELD WORK: DWG DATE: 11-14-2024 11-25-2024			

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 11, 2025

Item Details

Presenter(s): Craig Setzer, Director

Department(s): Parks, Recreation & Cultural Resources

Requested Motion

Motion to approve an amendment to the Town's Fiscal Year 2024-2025 Fee Schedule to include a new street hockey court rental fee in the amount of forty dollars per hour (\$40/hour), effective March 11, 2025.

Approval Recommended?

Yes

Item Details

The following change is recommended in anticipation of the opening of the street hockey courts at Apex Community Park:

- Add "Street Hockey Court" rental fee at \$40/hour for resident and non-resident

The attached fee schedule includes the new fee in "**red**" on page nine (9) of ten (10).

Attachments

- CN5-A1: Fee Schedule Amendment - Fiscal Year 2024-25 - New Street Hockey Court Rental Fee
- CN5-A2: Street Hockey Rental Fee Memo - Fee Schedule Amendment - Fiscal Year 2024-25 - New Street Hockey Court Rental Fee





Town of Apex, North Carolina

Fee Schedule - Effective 7/1/2024

Schedule subject to change upon approval by Town Council

TAXES & FEES			
Tax Rate	\$0.34/\$100 valuation of property	Vehicle Fee (pursuant to NCGS 20-97 (b1)	\$30/vehicle
DOCUMENT / COPY FEES			
Copying up to 11" x 17" (black and white)	\$0.10/sheet	Document Recording / E-Recording	At cost
Copying and maps up to 11" x 17" (color)	\$0.40/sheet	3 ring or spiral bound documents/plans	\$35
Copying larger than 11" x 17" (black and white)	\$5/sheet	Unified Development Ordinance	\$40
Copying larger than 11" x 17" (color)	\$20/sheet	Design and Development Manual	\$15
Printed 24" x 36" maps	\$20/sheet	DVD Copy	\$0.50/disc
Printed 36" x 48" maps	\$40/sheet		
MISCELLANEOUS			
Rain Barrel	\$88.00	Cemetery	Resident Non – Resident Military Rate*
		– Cemetery Plots	\$800 \$1,200 \$640 (resident) \$960 (non-resident)
		– Columbarium Niches	Single Urn: \$1,700 Double Urn: \$2,300 \$1,360 / \$1,8400
*20% cemetery discount-Military rate applies to current and retired military personnel only			

Development Fees

PUBLIC RIGHT-OF-WAY CLOSURE			
<i>Submit request and fees to Administration</i>			
Right-of-Way Closure Application Fee	\$100	Right-of-Way Closure Processing Fee	\$600
Due with request/application/non-refundable		Due prior to Council considering request; refundable if request is withdrawn prior to advertising.	
DEVELOPMENT SUBMITTAL FEES			
<i>For Zoning/Subdivision/Site Activity - Calculated and collected by the Planning Department</i>			
Administrative Adjustment	\$150	Sign, Master Plan	\$200
Administrative Approval (Small Town Character Overlay)	No Charge	Sign, Permanent	\$75 + \$10/add'l sign
Annexation Petition	\$300; \$200 for well/septic failure	Sign, Temporary Commercial	\$50
Appeal (Board of Adjustment)	\$650	Sign, Temporary Non-commercial	No charge
Certificate of Zoning Compliance (CZC) ₁	\$125	Site Inspections (Non-residential lot) ₂	\$500
Consultant Fees	As required	Site Inspections (Residential lot) ₃	\$50
Development Name Change	\$500	Site Plan, Major	\$1,500 + \$10/acre
Exempt Site Plan – enlargement of a structure or parking area	\$400	Site Plan, Minor	\$800 + \$30/acre
Exempt Site Plan – all other exempt site plans	\$200	Special Use Permit	\$700
Home Occupation	\$50	Temporary Use Permits (Non - Event):	\$100
Late Fee – Site Plans/Master Subdivision Plan/PUD/Rezoning/Conditional Zoning (and resubmittals)	\$350	Temporary Use Permits (Event):	
Master Subdivision Plans Residential & Non-Residential	\$900 + \$10/lot	For Profit	\$50
Planned Development (PUD-CZ, TND-CZ, MEC-CZ) & Sustainable Development (SD-CZ)	\$2,000 + \$25/acre	For Profit Express Review	\$75
PUD-CZ, TND-CZ, MEC-CZ, OR SD-CZ revision not requiring full TRC Review	\$800	Non-Profit	\$0
Plat, Easement & Exempt	\$200	Non-Profit Express Review	\$25
Plat, Master Subdivision Final	\$300 + \$10/lot	Text Amendments (UDO)	\$600
Plat, Recombination	\$200	Transportation Impact Analysis Review ₄	
Plat, Site Plan Final	\$300	Sites & Subdivisions	\$600
Pond Drainage Plan	\$500	PUD	\$1,200
Quasi-Judicial Public Hearing- Town Council Only	\$500	Revised Sites & Subdivisions	\$300
Re-submittal Fees – Site Plans and Master Subdivision Final Plats: at 3 rd submittal; Master Subdivision Plans: at 4 th submittal	½ Original Fee	Revised PUD	\$600
Rezoning/Conditional Zoning	\$700 + \$25/acre / \$1,000 + \$25/acre	Tree Protection Fencing Inspection (Site Plan):	
Sustainable Development Conditional Zoning (SD-CZ)	\$1,600 + \$10	- less than 2 acres:	\$50
		- 2-15 acres:	\$75
		- 15 up to 25 acres:	\$150
		- 25+ acre:	\$200
		Tree Protection Fencing Inspection (Master Subdivision Plan):	
		- up to 15 acres:	\$75
		- 15-50 acres:	\$150
		- 51+ acres:	\$300
		Tree Removal Plan	\$500
		Variance Permit	\$650
		Zoning Verification Letter	\$125

RECREATION FEES₁*For New Residential Developments Assessed after 1/1/2024 - Collected by the Planning Department*

Housing Type	Fee Per Unit	Acreage Per Unit	Decimal Multiplier
Single Family Detached	\$4,244.42	1/30 acre	0.0333
Single Family Attached	\$2,858.65	1/45 acre	0.0223
Multi-Family Attached	\$2,516.93	1/51 acre	0.01964

Existing Town ordinances require either the dedication of open space for public recreation or the payment of a fee in lieu per unit. The requirement regarding land dedication or fee in lieu will be based, in large part, on the Town's adopted Parks, Recreation, Greenways, and Open Space Master Plan. Recommendations regarding the acceptance of land or fee in lieu are made to the Town Council by the Parks, Recreation, and Cultural Resources Advisory Commission.

1. Annually on January 1, the fee amount shall be automatically adjusted in accordance with UDO §14.7.1(B).

ENCROACHMENT AGREEMENT*Submit to Development Services*

Encroachment agreement preparation and recording	\$250 + eRecording Fee at Cost
--	--------------------------------

CONSTRUCTION FEES/BONDS*Calculated and collected by Development Services*

Bond Administration Fee:	- Cash/check: \$100	- Surety Bond/Letter of Credit \$300	- Reduction/Amendment \$100
Fee in Lieu Administration Fee:	\$250		
Construction Plan Submittal Fees (Subdivisions)			\$700 + \$10/Lot
Construction Plan Submittal Fees (Sites, Utility Extensions, etc.)			\$700 + \$15/Sheet
Re-submittal Fees – Construction Plans (3 rd submittal and every other subsequent submittal (3 rd , 5 th , 7 th , etc.)			1/2 Original Fee
Late Fee – Construction Plan Submittal and Resubmittal			\$350
Construction Plan Revisions (after initial approval)			\$75/sheet
Pump Station Review			\$2,000
Water System Management Plan Hydraulic/Fire Flow Analysis			\$500
Downstream Sewer Analysis			\$500
Water Extension Permit Application			\$200
Sewer Extension Permit Application			\$480
Water and/or Sewer Extension Permit Amendment			\$100 each
Exception Request (Utilities/Stormwater/Traffic)			\$150 each per Standard
Infrastructure Extension Record Drawing Review (1 st & 2 nd reviews)			\$200
Infrastructure Extension Record Drawing Review (3 rd , 5 th , 7 th , etc. reviews)			\$100
Infrastructure Extension Record Drawing Review (after initial approval/field changes)			\$100

Construction Inspection Fees:

Water Lines	\$1.75 per linear foot	Fire Lanes	\$1.75 per linear foot
Sewer Lines	\$1.75 per linear foot	Sidewalks/Greenways	\$1.50 per linear foot
New Streets (public)	\$1.75 per linear foot per lane	Infill/Outparcel Lots	\$350 per lot
Curb & Gutter (All New/replaced public)	\$0.50 per linear foot	Driveway, residential	Per Building Permit Schedule
Storm Drains (public)	\$1.50 per linear foot	Driveway, not ready	Per Building Permit Schedule
Pump Station Inspection	\$1,500 each	Driveway, reinspection	Per Building Permit Schedule
Performance Bonds	125% of cost of uninstalled Improvements		

*Repairs to damages water/sewer lines caused by construction shall be billed to the responsible party and include the cost of materials + 10% and current equipment and labor rates.

STORMWATER PLAN REVIEW & INSPECTION FEES/BONDS*Submit to Development Services*

Project Size (disturbed acres)	Stormwater Plan Review Fee
< 1 acre	\$0
1 – 5 acres	\$600
5 - 50 acres	\$600 + \$60 per additional disturbed acre

\$500 base review fee for projects disturbing up to 5 acres. Add \$50 per additional disturbed acre beyond 5 acres. Development projects that disturb less than 1 acre of land are not subject to the stormwater plan review fees since they are exempt from stormwater controls. The stormwater plan review fee will be limited to a maximum of 50 acres.

SCM Maintenance Bond	25% of cost of installed and approved Infrastructure
SCM Performance Bond	125% of cost of uninstalled Improvements
SCM Inspection	\$200 per SCM
SCM As-Built Review: (1 st & 2 nd reviews)	\$200 per SCM
SCM As-Built Review (3 rd , 5 th , 7 th , etc. reviews)	\$100
SCM As-Built Revision (after initial approval)	\$100
Floodplain Development Permit – Elevation Certificate	\$200
Floodplain Development Permit – FEMA Map Revision	\$750
Riparian Buffer Authorization	\$150
Riparian Buffer Determination	\$250

SOIL AND EROSION CONTROL FEES/GUARANTEES*Submit to Development Services*

Application for S&E Plan Approval	\$600 per disturbed acre
Future Lot Grading*	\$60 per acre of remaining building lot acreage
S&E Performance Guarantee**	\$2,500 per disturbed acre

*The future lot grading fee provides coverage under an erosion control permit and ensures compliance with NPDES stormwater regulations. Only the additional land disturbance associated with future building lots needs to be included.

**Performance guarantee must be in the form of a certified check, cash, or irrevocable letter of credit approved by the Town. The performance guarantee is due prior to the Town issuing a Letter of S&E Plan Approval and may be fully refunded after the issuance of the certificate of completion.

COMMERCIAL BUILDING PERMIT FEES*Calculated and collected by Building Inspections and Permitting***NEW STRUCTURES, ADDITIONS AND ALTERATIONS (Base Fee) 1,2,3**

Total Gross Building Floor Area of Construction	Fee Computation	
0 - 500	Per Trade (see schedule below)	1. Alterations to existing structures, with no footprint increase, are charged at a rate of .60 of the Permit Fee or the minimum per trade fee based upon the Single Trade Fee Schedule, whichever is greater.
501 - 5,000	A x B = Permit Fees	2. Permits for "shell" buildings are charged at a rate of .60 of the Permit Fee, based upon a Business Occupancy, or the minimum per trade fee based upon the Single Trade Fee Schedule, whichever is greater. Area within the building shell, which is intended to be occupied, will have the permit fees for the occupied area computed per footnote #1 above.
5,001 - 10,000	(A x B X .80) + (1,000 X B) = Permit Fee	3. Additional Miscellaneous Fees, listed below, will be added to the permit fees as applicable.
10,001 - 15,000	(A x B X .70) + (3,000 X B) = Permit Fee	
15,001 - 20,000	(A x B X .60) + (4,500 X B) = Permit Fee	
20,001 - above	(A x B X .50) + (6,500 X B) = Permit Fee	
A=Total Gross Building Floor Area B= Fee Per Square Foot Based Upon Occupancy		

Single Trade Fee Schedule		Fee Per Square Foot of Floor Area Based on Occupancy					
		Occupancy	Fee	Occupancy	Fee	Occupancy	Fee
Building/Pool/Hot Tub Building	\$150	Assembly	\$0.55	Factory/Industrial	\$0.40	Mercantile	\$0.50
Electrical/Pool/Hot Tub Electrical	\$75	Business	\$0.60	Hazardous	\$0.50	Residential	\$0.55
Mechanical/Pool/Hot Tub Mechanical	\$75	Educational	\$0.60	Institutional	\$0.60	Storage/Utility	\$0.30
Plumbing/Pool/Hot Tub Plumbing	\$75						
Grading	\$75						

MISCELLANEOUS FEES

Administrative Adjustment	\$75
Change of General Contractor	\$50
Conditional Electrical Power Inspection (Apex and Duke)	Optional Inspection
Conditional Mechanical Systems Inspection	Optional Inspection
Demolition (All Trades)	\$120
Dumpster Enclosure	\$150 (Single Trade Building)
Electric Vehicle Parking	\$75 per site (No fee when at an existing development)
Elevator	75 per elevator
Fire Alarm	\$75
Fire Pumps, each	\$250
Fire Sprinkler System	\$0.03 per square feet
Fire Suppression	75
Grease/Oil Interceptor	75
Hood Suppression	\$75
Irrigation System	See Irrigation Meters (pg 5) + Capital Reimbursement Fees (pg 6)
Refrigeration	\$75
Retaining Wall Permit	\$1 per linear foot
Sales/Construction Trailer/Modular Classroom	Per Single Trade Fee Schedule
Sign – New	\$150 + \$75 if electrical needed
Site Lighting	\$75
Solar PV System	\$300
Spray Paint Booth, each	\$150
Storage Tank, each	\$50 Plus Associated Single Trade Fees
Temporary Power (Town of Apex)	\$125
Water and Sewer Capital Reimbursement Fees and Water Meters	Refer to Capital Reimbursement Fee Schedule (pg 6)
Work Without a Permit	Double Permit Fees
Stop Work Order	\$150 (May Require Extra Trip Fee)
Expired Permit	½ Cost of Original Permit Fee

PLAN REVIEW FEES (Non-refundable)

Per Trade (Not applied toward cost of permit)	\$100 (no fee for Electric Vehicle Parking at an existing development)
Plan Modification (Not applied toward cost of permit)	½ Review Fee or ½ per trade fee for single trade modifications
Re-review fee (Not applied toward cost of permit)	½ Review Fee @ 3 rd , 5 th , 7 th , etc.
Re-stamp Plans, Per Trade	\$75
Retaining Wall, per submitted grouping (at least one per project/subdivision)	\$100

EXPRESS PLAN REVIEW (2 hr. min) *

		ADMINISTRATIVE FEES	
First Hour	\$1,000	Duplicate Building Record Card	\$10
Each additional 15 minutes	\$250	General Records Research, Archive Files	\$3/page
Cancellation Fee (3 days prior notice)	\$200	Records Research, Current Files over 10 pages	\$0.50/page

*when service is available

INSPECTION FEES				
Water Resources Certificate of Occupancy - Water/Sewer Final	\$100	Job not ready for inspection or installation of tap, meter, etc.	\$150	
Standard re-inspection fee (Building, Electrical, Mechanical, Plumbing, Driveway, Water, and/or Sewer)	\$75	Cancelled Inspection fee (not cancelled by 8:00 am of scheduled day)	\$75	
Previous violations not corrected (all trades)	\$150			
ONE AND TWO FAMILY DWELLING PERMIT FEES				
Calculated and collected by Building Inspections and Permitting				
NEW STRUCTURES (Single Family/Duplex/Townhomes)		\$/SQ. FT.	MIN/\$/UNIT	
3,000 Gross SF and Less		\$0.35	\$500	
>3,000 Gross SF:(3000SFx \$0.35/SF)+(Additional SF x \$0.35/SF x.75) = Permit Fee		Per Formula		
ADDITIONS/ALTERATIONS 800 SQUARE FEET AND GREATER		ADDITIONS/ALTERATION LESS THAN 800 SQUARE FEET		
	\$/SQ. FT.	MIN/\$/UNIT	MIN/\$/UNIT	
Building	\$0.19	\$150	Building	\$150
Electrical	\$0.09	\$75	Electrical	\$75
Plumbing	\$0.09	\$75	Plumbing	\$75
Mechanical	\$0.09	\$75	Mechanical	\$75
ACCESSORY STRUCTURES		MIN/\$/UNIT	SINGLE TRADE FEE SCHEDULE	
Decks, Sheds, Roof Additions & Detached Garages, 400 sq. ft. or less		\$75	Building/Pool/Hot Tub Building	\$150
Decks, Sheds, Roof Additions & Detached Garages > 400 sq. ft.		\$150	Electrical/Pool/Hot Tub Electrical	\$75
Trellis (Attached to a structure)		\$75	Mechanical/Pool/Hot Tub Mechanical	\$75
Retaining Wall Plan Review		\$100	Plumbing/Pool/Hot Tub Plumbing	\$75
Retaining Wall		\$1 per linear foot	Grading	\$75
MISCELLANEOUS				
Administrative Adjustment		\$75		
Change of General Contractor		\$75		
Change of Lot		\$75		
Demolition (All Trades)		\$150		
Driveway		\$100/lot		
House Moved		\$375		
Irrigation		See Irrigation Meters (pg 5) + Capital Reimbursement Fees (pg 6)		
Mobile Home (All Trades)		\$150		
Modular Home (All Trades)		\$375		
Solar PV System		\$300		
Temporary Power (Town of Apex Only)		\$125		
Work Without Permit		Double Permit Fees		
Expired Permit		½ Cost of Original Permit Fee		
PLAN REVIEW FEES (Non-refundable)				
Initial Fee for New Single Family and Townhome Construction (Not applied to cost of permit)		\$110		
Initial Fee All Other Construction (Not applied toward cost of permit)		\$100		
Plan Modification Fee (Not applied toward cost of permit)		½ Review Fee		
Re-review Fee (Not applied toward cost of permit)		½ Review Fee @ 3 rd , 5 th , 7 th , etc.		
Re-stamp Plans		\$60		

INSPECTION FEES	
Water Resources Certificate of Occupancy - Water/Sewer Final	\$100
Standard re-inspection fee (Building, Electrical, Mechanical, Plumbing, Water, and/or Sewer)	\$75
Job not ready for inspection or installation of tap, meter, etc.	\$150
Previous Building, Electrical, Mechanical, Plumbing violations not corrected	\$150
EXPRESS PLAN REVIEW (2 HOUR MINIMUM) – When service is available	
First Hour	\$600 + \$150 each additional 15 minutes
Cancellation Fee without (3 days prior notice)	\$200

ELECTRICAL UNDERGROUND AND SERVICE LATERAL FEES			
<i>Calculated by the Electric Department</i>			
Primary Facilities: <i>Collected by Electric Department</i> Based on cost difference of normal overhead facilities and the requested underground facilities.		Service Laterals: <i>Collected by Building Inspections Permitting</i> Charges are for the first 100 feet of service length. An excess footage charge, if applicable, is billed separately by the Electric Utilities Division at \$4.25/foot over 100 feet.	
Single-Family	\$3,498/lot	Single-Family	\$776/service lateral
Townhomes	\$2,403/unit	Townhomes	\$776/service lateral
Apartments	@ cost determined at submittal request	Apartments Apartments are typically served with multiple meter bases at approved	
EV Chargers	@ cost determined at submittal request	service laterals are usually installed in conjunction with the facilities and service lateral charges do not apply	

WATER TAPS AND METER FEES**

Submit Tap fees to Water Resources and Water Meter fees to Building Inspections and Permitting

Fees are based on 60 foot right-of-way roads and lateral lengths less than 100 feet. Special cases, wider rights-of-way, special or complex boring and items not shown shall be at cost.

Size	Base Cost	Add Bore	Add Street Cut	Meter Only*
¾ inch	\$2,300	\$550	\$1,000	\$315
1 inch	\$2,600	\$550	\$1,000	Cost + 10%
1 ½ inch	N/A	N/A	N/A	Cost + 10%
2 inch	N/A	N/A	N/A	Cost + 10%
3 inch and larger	N/A	N/A	N/A	Cost + 10%

*If meter setter is not readily accessible or not functional when town staff arrives onsite, the meter will not be installed. Owner will be required to reschedule and pay fee as noted under "Inspection Fees" section (pgs 3 and 4) of this document. The Town will reschedule work within 7 days of receipt of the "Inspection Fees".

SEWER TAPS**

Size	Base Cost	Add Bore	Add Street Cut
4 inch	\$2,100	Not available	\$1,000

**The Town of Apex does not install water or sewer taps for commercial development or new residential construction.

WATER BACTERIOLOGICAL SAMPLE FEE

Samples collected by Water Resources Department. Fees collected by Development Services	\$175
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SEWER AND STORMWATER RE-INSPECTION FEES

Submit to Water Resources Department

Sewer and Storm drain re-inspection fee	\$325 remobilization fee plus \$0.25 per linear foot over 1,000'
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IRRIGATION METERS

*Submit to Building Inspections & Permitting (Irrigation meter **required** for ALL irrigation systems)*

	Single-Family Residential (Includes duplex and townhomes)	Multi-Family and Commercial
Permit Fee	\$75	\$75
Meter Fee	Based on meter size; see "Water Meter Fees" (pg 6)	Based on meter size; see "Water Meter Fees," (pg 6)
Meter Tap	\$800 (See condition 7 below)	See condition 6 below
Capital Reimbursement Fees	Based on meter size; see "Capital Reimbursement Fees" (pg 6)	Based on meter size; see "Capital Reimbursement Fees" (pg 6)

Conditions:

1. All irrigation meters will require payment of capital reimbursement fees.
2. NCGS requires a second meter for in-ground irrigation systems and that systems be protected by an approved backflow preventer.
3. A plumbing permit is required for installation of the system from the meter to the backflow preventer.
4. All associated fees will be collected by the Building Inspections & Permitting Department prior to issuance of a permit.
5. All other non-single family customers (subdivision entrances and commercial sites) require a second meter.
6. The Water Resources – Water & Sewer Utility Operations Division will only install the tap for meters for existing single-family customers; all other taps must be installed by a private contractor and inspected by Water Resources Infrastructure Inspections Division.
7. Single family Meter Tap Fee includes installing a split tap at an existing meter. If the split tap is already installed, see "Meter Only" fees under the "Water Taps & Meter Fees."

WATER AND SEWER CAPITAL REIMBURSEMENT FEES

Calculated and collected by Inspections and Permitting & Planning

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

Meter Size (inches)	Water Fee	Sewer Fee	Total Fees
¾	\$1,788	\$4,290	\$6,078
1	\$2,980	\$7,150	\$10,130
1.5	\$5,960	\$14,300	\$20,260
2	\$9,536	\$22,880	\$32,416
3	\$19,072	\$45,760	\$64,832
4	\$29,800	\$71,500	\$101,300
6	\$59,600	\$143,000	\$202,600
8	\$95,360	\$228,800	\$324,160
10	\$250,320	\$600,600	\$850,920
12	\$315,880	\$757,900	\$1,073,780

Utility Rates & Fees

CUSTOMER DEPOSITS			
Residential Electric Deposit	\$200	Commercial Deposit	2 times monthly average for service location or minimum of \$200*
Residential Water Deposit	\$50		
<i>*NCGS 160A-314 (a); North Carolina Utilities Commission Guidelines: R8-33</i>			
FEES			
Application/Service Initiation Fee	\$15	Pretreatment Program Charges	
Returned Check/Draft Fee	\$25	- Permitted Flow (per 1,000 gallons)	\$0.33
Non-Payment Service Fee	\$25	Surcharge Rates (monthly)	
After Hours Service Fee	\$75	- BOD exceeding 300 mg/L	\$0.50 per lb.
Late Fee for Charges Unpaid by Due Date	1% of unpaid balance	- TSS exceeding 250 mg/L	\$0.218 per lb.
Extension Fee	\$0	- Total Phosphorous exceeding 6 mg/L	\$7 per lb.
Reconnect Disconnected Meter	\$25	- Ammonia Nitrogen exceeding 25mg/L	\$2 per lb.
Backflow Testing	At cost	- Analytical Testing Charges	
Meter Testing Fees		BOD	\$30
Meter Test Fee (one test per year at no cost; additional reads are charged only if the meter read is correct)	\$50	- TSS	\$17
Meter Test (under 2 inch meter)	\$50	- Ammonia	\$22
- Meter Test (2+ inch meter)	At cost + 10 %	- COD	\$35
- Damaged Water Meter*	\$53 + cost of meter	- Cyanide	\$33
- Damaged ERT Holder Replacement Fee*	\$134 + Labor	- Oil & Grease	\$65
		- Total Phosphorus	\$27
Pedestal Replacement (Electric)*	\$149 + cost of pedestal	- Total Nitrogen	\$51
Septic Tank Pump Fee	At cost	- Arsenic, Cadmium, Chromium, Copper, Lead, Mercury, Molybdenum, Nickel, Selenium, Silver, Zinc	\$20 each
(per 1991 annexation agreements; only available in certain locations)			
<i>* fees would only be applied to active building permits that require a replacement meter, ERT holder or pedestal due to contractor damage</i>			

SOLID WASTE FEES			
Yard Waste Collection	\$7.83/month	Dumpster Service	
Residential Roll-Out Cart	\$10.10/month	- 4 CY Dumpster	\$149.72/month
Commercial Roll-Out Cart	\$21.13/month	- 6 CY Dumpster	\$177.65/month
Recycling (Per Bin or Cart)	\$5.34/month	- 8 CY Dumpster	\$203.82/month
Bulk items	\$11/each	Bulk Items - Half Load / Full Load	\$22 / \$40
White Goods	\$18/each	Mattress / Box Spring Disposal*	\$10 for each item
<i>*Mattress / Box Spring Disposal charge is in addition to the existing single item bulk fee; \$21 minimum</i>			

STREET SIGN FEES			
Replacement sign costs			
- Street sign only (1 blade)	\$37	- Street sign replacement + install	\$152
- Street sign only (2 blades)	\$74	- Stop sign replacement + install	\$105.75
- Stop Sign only	\$28	- Street/Stop sign combination + install	\$180
<i>* Original installation of all safety, regulatory, and street signs is the responsibility of the developer prior to plat.</i>			

STORMWATER FEES	
Stormwater fees are effective January 2022. (Tier 5 effective January 1, 2024). Stormwater utility fees are based on the total amount of impervious surface on an individual lot or parcel.	
Residential - Detached single-family homes, a duplex, or a manufactured home located on an individual lot or parcel.	
Tier 1: 400-1,500ft ²	\$1.50
Tier 2: 1,501-3,000ft ²	\$5.00
Tier 3: 3,001-4,000ft ²	\$7.50
Tier 4: 4,001ft ² -5,400ft ²	\$10.00
Tier 5: >5,400ft ²	\$5.00 per ERU (Total Impervious Area/2,700ft ² * \$5)
Non-Residential - Parcels that contain more than two residential units, public/private institutional buildings, commercial buildings, parking lots, churches, etc.	
	\$5.00 per ERU (Total Impervious Area/2,700ft ² * \$5)
<i>*ERU (Equivalent Residential Unit) is the GIS analysis of average impervious surface (rooftops, driveways, sidewalks, parking lots) per residential property. Approximately 2,700 ft².</i>	
<i>*Properties with less than 400ft² of impervious surface are exempt.</i>	

WATER & SEWER RATES			
Water Rates		Inside Town Limits	Outside Town Limits
Water Base Charge		\$6.24	\$12.48
Water Volumetric Rates (per 1,000 gallons)			
Commercial		\$4.60	\$9.20
Residential	Tier 1: 0 - 6,000 gal	\$4.60	\$9.20
	Tier 2: 6,001 - 12,000 gal	\$5.29	\$10.58
	Tier 3: > 12,000 gal	\$7.13	\$14.26
<i>*Farmpond Area: Per Interlocal Agreements with the Town of Cary, the Apex special published rate shall be based on the Cary published residential base rate and per thousand gallons plus an Apex charge of \$2 per thousand gallons."</i>			
Wholesale Water Base Charge		\$6.00	Wholesale Water Volumetric Rates (per 1,000 gallons) \$4.42
Sewer Rates		Inside Town Limits	Outside Town Limits
Sewer Base Charge		\$11.63	\$23.26
Sewer Volumetric Rates (per 1,000 gallons)			
Commercial & Residential		\$8.06	\$16.12
Colvin Park/White Oak *		\$13.24	N/A
<i>*Per the Alternative Sewer Agreement, "the Apex special published rate shall be based on the Cary published residential rate per thousand gallons plus an Apex charge of \$2 per thousand gallons."</i>			
Wholesale Sewer Base Charge		\$11.63	Wholesale Sewer Volumetric Rates (per 1,000 gallons) \$8.06
Flat Rate Sewer		\$65.00/month	
Irrigation Rates		Inside Town Limits	Outside Town Limits
Irrigation Base Charge		\$6.00	\$6.00
Irrigation Volumetric Rates (per 1,000 gallons)		\$6.59	\$13.18
Bulk Water			
Hook Up Fee (per connection)		\$12	Hydrant meter
Volumetric Rates (per 1,000 gallons)		-	Set up/Relocate/Pickup
		-	Rental Fee
		-	Hydrant Meter replacement and/or repair
			\$50/event
			\$12/day
			At cost + 10%

ELECTRIC RATES					
Service	Base Charge	Energy Charge (per kWh) All			
Residential	\$26.50	\$0.1133			
Service	Base Charge	Energy Charge (per kWh) ALL			
Small General Service	\$30.00	\$0.1146			
Service	Base Charge	Energy Charge (per kW)			
		On Peak	Off Peak	Bilateral Credit On Peak	Bilateral Credit Off Peak
Residential-Time of Use-TOU	\$26.50	\$0.2345	\$0.0623	\$0.1539	\$0.0373
Small General Service-TOU	\$30.00	\$0.2304	\$0.0635	\$0.1539	\$0.0367
Service	Base Charge	Energy Charge (per kWh) ALL		Demand Charge (per kW) ALL	
Medium General Service	\$90.00	\$0.0878		\$9.23	
Medium General Service-TOU	\$90.00	\$0.0831		\$13.78	
Large General Service	\$180	\$0.0700		\$12.38	
Large General Service-TOU	\$180	\$0.0683		\$14.34	
Service	Base Charge	Energy Charge (per kWh) ALL		Demand Charge (per kW)	
				All Coincident Demand	All Excess Demand
Large General Service-Coincident Peak	\$360	\$0.0536		\$23.63	\$4.71
Electric Vehicle (EV) Charging Rates					
Service	Base Charge	Energy Charge (per kWh) ALL		Demand Charge (per kW)	
				All Coincident Demand	All Excess Demand
Town Owned Public Chargers*	N/A	\$0.20			
Commercial Public Chargers	\$360	\$0.0536		\$23.63	\$4.71

* charging during peak hours are throttled to reduce charging speed

ELECTRIC RATES**Outdoor Lighting**

Standard Lighting Service Basic Rate The basic rate does not include the monthly charges for additional facilities, outdoor lighting poles, underground service, or any contribution required under this Schedule.

Sodium Vapor Units* Obsolete – no longer installed	Wattage (Nominal)	Monthly Charge	Monthly kWh
5,800 lumen-semi	70	\$8.23/Fixture	29/Fixture
9,500 lumen-semi	100	\$9.15/Fixture	46/Fixture
9,500 lumen-enclosed/post/flood	100	\$10.42/Fixture	46/Fixture
27,500 lumen-enclosed	250	\$18.67/Fixture	99/Fixture
27,500 lumen flood	250	\$19.86/Fixture	109/Fixture
50,000 lumen-enclosed	400	\$25.17/Fixture	152/Fixture
50,000 lumen flood	400	\$27.55/Fixture	168/Fixture

LED Units

Acorn Fixture (Obsolete, no new installs)	51	\$22.51/Fixture	20/Fixture
Shoebox – 1	61	\$22.22/Fixture	24/Fixture
Shoebox – 2	151	\$32.27/Fixture	56/Fixture
Area Light	51	\$17.86/Fixture	20/Fixture
Cobrahead – 1	51	\$21.91/Fixture	20/Fixture
Cobrahead – 2	151	\$32.27/Fixture	56/Fixture
Lantern – 1 w/ Lens (Obsolete, no new installs)	51	\$24.35/Fixture	20/Fixture
Lantern – 2 w/o Lens	51	\$28.48/Fixture	20/Fixture

Special Contract Lights (residential dedicated public streets outside corporate limits)**Monthly Charge**

Wood	\$ 2.51/pole	\$2.71/pole
18' Fiberglass	\$ 3.51/pole	\$7.36/pole
Square metal	\$13.01/pole	\$27.85/pole

*Maintenance only; no new installs

Underground (UG) Service: For Underground service, the monthly bill will be increased by \$3.50 per pole or, in lieu thereof, a one-time contribution of \$175.17 per pole. The monthly UG charge, if selected, may be terminated at any time upon payment by Customer of the one-time contribution. The UG charge will be waived if the lighting facilities are installed during the installation of the main electric facilities. The monthly pole charge defined below will also be applicable to underground service.

Additional Facilities

- Multiple area lighting fixtures may be installed per pole subject to town review and approval. The monthly charge for each additional fixture will be the charge in accordance with the Monthly Rate for that fixture.

VENDOR FEES*Obtain Permit from the Town of Apex Police Department*

Solicitor/Peddler/Park Concessioner*		Transient/Mobile Food Vendors	
30-day Permit	\$50	Annual Permit	\$150
90-day Permit	\$100	*Anyone selling anything, including food, in a Town of Apex Park must obtain a Park Concessions Permit.	
180-day Permit (Park Concessions Only)	\$175		
<ul style="list-style-type: none">• Solicitor - Anyone going door-to-door to take orders for products, share information or seek donations.• Peddler – Anyone transporting goods door-to-door for sale (i.e. ice cream truck).• Park Concessioner – Anyone selling merchandise, food, and or beverages in a town park.• Transient Vendor - Anyone selling goods or services from a temporary business location (i.e. parking or vacant lot).• Mobile Food Vendor - Anyone selling food and/or beverages from a readily movable food unit			

FIRE DEPARTMENT FEES*Submit request and fees to Customer Service*

Inspection Fees	\$0	False Alarm Fines (per Calendar Year)	
Reinspection (charged for 2nd and all subsequent reinspections)	\$75	4 false alarms	\$150
Fire Inspections Violation Fines:		5 false alarms	\$200
Imminent hazard violation	\$250	6 + false alarms	\$250 each
Hazardous Materials Consumable Items	At Cost	Fire Flows	\$75

PARKS & RECREATION

Fees are paid to Parks, Recreation & Cultural Resources

Use Fees	Resident	Non-Resident		Resident	Non-Resident
Fishing Licenses			Senior Exercise Membership (55+)	\$0 for unlimited	\$20 for 10 visits
– 12 years & under	\$0	\$10/year	Ages 18-54 Exercise Membership	\$10 for 10 visits	\$30 for 10 visits
– 13-54 years old	\$0	\$25/year	Open Gym Pass - Basketball/Volleyball/Senior Pickleball (for 10 visits)		
– 55 +	\$0	\$6/year	– Age 0-7	\$0	\$5
– Guest Pass	\$0	\$5/visit	– Age 8-17	\$5	\$20
Dog Park Passes			– Age 18-54	\$10	\$30
– Single Dog	\$30	\$60	– Age 55+	\$0	\$20
– Multiple Dogs	\$50	\$100	Vessel Permits (Jan – Dec)	\$5/year	\$40/year
– Additional Passes	\$10/pass	\$10/pass	Lost Card (Gym, Dog, Exercise, Fitness)	\$5	\$5
Pleasant Park Tournament Packages			Package Cost		
Full Day Event (cost per field)			\$800/day		
Additional field preparation			\$100/field		
Use of Scoreboard (cost per field)			\$100/day		
Use of Team Rooms (cost per room)			\$100/day		
Use of Referee Room			\$50/day		
Signature Field 4-Hr Game Package			\$500		
Pickleball Event all-day Rental (6 courts)			\$650/day		
Facility Rentals					
All reservations for 100 persons or more require Director approval and may require additional attendants, police and other requirements as deemed necessary by APRCR					
501C3 Non-Profits receive a 25% discount on rental fees with the exception of field and gym rentals					
	Resident	Non-Resident	Other Amenity Rentals Continued	Resident	Non-Resident
Facility Deposit (Refundable)	\$250	\$250	Amphitheater (1/2 day)	\$125	\$190
After Hours Attendant Fee	\$40/hour	\$40/hour	Amphitheater (whole day)	\$250	\$375
Community Center			Extra Table Fee	\$3/table	\$3/table
Summit Room	\$35/hour	\$52.50/hour	Halle Cultural Arts Center		
Summit Room Projector Fee	\$15/hour	\$15/hour	Auditorium & Stage	\$100/hour	\$150/hour
Pinnacle Room	\$35/hour	\$52.50/hour	Sound/Light Booth	\$50/hour	\$75/hour
Zenith Room	\$35/hour	\$52.50/hour	Overnight Storage	\$50/night	\$75/night
Catering Kitchen ₂	\$21/hour	\$31.50/hour	Studio Gallery	\$50/hour	\$75/hour
Arts & Crafts Room	\$21/hour	\$31.50/hour	Studio A	\$35/hour	\$52.50/hour
Senior Center			Piano (separate \$200 deposit required)	\$25/hour	\$37.50/hour
Salem Meeting Room (108)	\$100/hour	\$150/hour	Portable Projector Fee	\$15/hour	\$15/hour
Saunders Meeting Room (110)	\$100/hour	\$150/hour	4 Hour Auditorium Package	\$600	\$900
Seaboard Meeting Room (112)	\$100/hour	\$150/hour	4 Hour Gallery Package	\$400	\$600
Projector Fee (108,110 or 112)	\$15/hour	\$15/hour	Field & Gym Rentals₆		
Large Projector (108,110 & 112)	\$30/hour	\$30/hour	Athletic Field – natural turf (no lights)	\$40/hour	\$40/hour
Kitchen Room (120)	\$30/hour	\$45/hour	Athletic Field – natural turf (w/ lights)	\$60/hour	\$60/hour
Chatham Classroom (131)	\$35/hour	\$52.50/hour	Athletic Field – synthetic turf (no lights)*	\$100/hour	\$100/hour
Friendship Classroom (133)	\$35/hour	\$52.50/hour	Athletic Field – synthetic turf (w/ lights)	\$120/hour	\$120/hour
Arts & Crafts Room (202)	\$35/hour	\$52.50/hour	Gym - Whole	\$75/hour	\$75/hour
Hunter Exercise Room (210)	\$30/hour	\$45/hour	Street Hockey Court	\$40/hour	\$40/hour
Hughes Exercise Room (215)	\$30/hour	\$45/hour	Shelter Rentals		
Salem, Saunders & Seaboard	\$1,200/4 hours	\$1,500/4 hours	Apex Community Park – small	\$20/hour	\$30/hour
Pleasant Park			Apex Community Park – large	\$30/hour	\$40/hour
Pleasant Park Meeting Room	\$35/hour	\$52.50/hour	Hunter Street Park – small	\$20/hour	\$30/hour
Other Amenity Rentals			Jaycee Park – small	\$20/hour	\$30/hour
Tennis Courts	\$15/hour/court	\$22.50/hour/court	Kelly Road Park – small	\$20/hour	\$30/hour
Pickleball Courts	\$15/hour/court	\$22.50/hour/court	Nature Park – small	\$20/hour	\$30/hour
Sand Volleyball Court	\$15/hour/court	\$22.50/hour/court	Nature Park – large	\$30/hour	\$40/hour
Disc Golf Course	\$45/hour	\$67.50/hour	Pleasant Park Amenity Shelter - large	\$30/hour	\$40/hour
Disc Golf Course (1/2 day)	\$125	\$190	Pleasant Park Shelter - large	\$30/hour	\$40/hour
Disc Golf Course (full day)	\$250	\$375	Seagroves Farm Park - small	\$20/hour	\$30/hour
Rental Withdrawal					
Cancellation			No credit or refund in any amount excluding rental deposit ₁		
- Less than 7 business days prior to rental			50% refund ₂		
- 7-59 business days prior to rental			90% refund ₂		
- 60 or more business days prior to rental					
Date Change Request			No date change requests accepted ₁		
- Less than 7 business days prior to rental			All fees and deposits may be transferred ₄		
- 7 or more business days prior to rental ₃			All fees and deposits may be transferred ₄		
1. Including rentals made within 7 business days of the rental date			2. Reschedule dates may occur no later than 30 calendar days from original.		
3. Issued upon written request			4. Subject to room availability and the availability of required staff.		
Special Event Vendor Fees – Town Events				Fee	
Apex 501C3				\$0/day	
Commercial Business				\$100/day	
Commercial Small Business (as defined in Special Event Policy)				\$50/day	
Apex Historic Downtown Business				\$50/day	
Food Truck				\$100/day	
Alcohol				\$300/day	

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Community Special Event Fees		
Item	Description	Fee
Application Fee	To be submitted with every For-Profit application	\$50 per event
Water Barricades	Includes water. Used for streets.	\$50 per barricade
A-Frame Barricade	For light blockades. Not for traffic	\$10 per barricade
Power	Temporary and permanent electric boards	\$100 per unit / per day
External Building Power	If you plug into a Town building	\$100 per building / per day
Water	Temporary hose connection, food vendor water, dunk tank	\$50 per day
Trash Cans	Landfill trash and recycling trash	\$10 per can / per day
Utility Sinks	Includes connection	\$50 per sink / per day
Large Blockade Vehicle or Police Vehicle		\$200 per vehicle / per day
Police Off-Duty	Required for an event with alcohol	\$40.43 per hour / per officer
Police Personnel		\$70 per hour / per officer
Public Works Personnel		\$45 per hour / per person
Parks Operations Personnel		\$45 per hour / per person
Saunders Street Lot	Lot in front of the Police Station	\$100 per day
Templeton Street Lot	Lot near The Halle	\$100 per day
Town Hall Lot	Lot directly in front of Town Hall	\$100 per day
Community Center Gazebo Lot	Lot in front of the Community Center with the gazebo	\$100 per day
Community Center ATM Lot	Lot to the right of the Community Center with the ATM	\$100 per day
Senior Center Lot	Lot next to the Senior Center	\$50 per day
Town Arc Lot	Arc shaped lot between Town Hall and the Community Center	\$50 per day
Park Parking Lots	Any Town of Apex park parking lot	To be determined per event
The Depot Lot and Plaza	Depot parking lot and outdoor plaza	\$100 per day
Town Campus Courtyard	Does not include any parking lots	\$200 per day



MEMORANDUM

Date: March 7, 2025

To: Demetria John, Assistant Town Manager – Community and Safety Portfolio
Town Manager’s Office

From: Craig Setzer, Director
Parks, Recreation and Cultural Resources Department

Re: Street Hockey – Fee Schedule Amendment

The purpose of this memo is to provide Administration with a recommendation regarding rental fees for the street hockey courts.

BACKGROUND

In anticipation of the opening of the street hockey courts, the Parks, Recreation and Cultural Resources Department has reached out to neighboring communities to assess rental fees. In the surrounding area there was only one municipality with a similar facility in Chapel Hill. The rental rate for this facility per hour is \$30 Resident/\$48 Non-Resident. Current rental fees for our outdoor facilities have also been assessed to establish consistency.

RECOMMENDATION

The facility offers tile flooring which is an upgraded surface in comparison to Chapel Hills rink. For field rentals residents and non-residents are charged the same rental rates. Currently we charge \$40 an hour for use of natural turf fields without lights. Without additional references for fees of a similar type in the area and for consistency of rental space for outdoor facilities staff is recommending the facility be rented at a rate of \$40 per hour for Resident/Non-Resident.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 11, 2025

Item Details

Presenter(s): Joshua Killian, Planner I

Department(s): Planning

Requested Motion

Motion to approve the Statement of the Town Council and Ordinance for Rezoning Application No. 24CZ17, Vasu Kollipara, applicant, for the properties located at 2305 and 2509 Kelly Road (PINs 0731352462 and 0731355481).

Approval Recommended?

The Planning Department recommends approval.

Item Details

Rezoning Application No. 24CZ17 was approved at the February 25, 2025 Town Council meeting.

Attachments

- CN6-A1: Statement of the Town Council and Ordinance Rezoning Case No. 24CZ17 - Kelly Rd Townhomes
- CN6-A2: Attachment A: Legal Description - Rezoning Case No. 24CZ17 - Kelly Rd Townhomes Statement and Ordinance



STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 5.97 ACRES LOCATED AT 2305 AND 2509 KELLY ROAD FROM RESIDENTIAL AGRICULTURAL (RA) TO HIGH DENSITY SINGLE-FAMILY RESIDENTIAL-CONDITIONAL ZONING (HDSF-CZ)

#24CZ17

WHEREAS, Vasu Kollipara, owners/applicant (the “Applicant”), submitted a completed application for a conditional zoning on the 1st day of October 2024 (the “Application”). The proposed conditional zoning is designated #24CZ17;

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 #24CZ17 before the Planning Board on the 13th day of January 2025;

WHEREAS, the Apex Planning Board held a public hearing on the 13th day of January 2025, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #24CZ17. A motion was made by the Apex Planning Board to recommend approval; the motion passed unanimously for the application for #24CZ17;

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 #24CZ17 before the Apex Town Council on the 28th day of January 2025;

WHEREAS, the Apex Town Council held a public hearing on the 28th day of January 2025. Joshua Killian, Planner, presented the Planning Board's recommendation at the public hearing;

WHEREAS, all persons who desired to present information relevant to the application for #24CZ17 were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away;

WHEREAS, following the public hearing on the 28th day of January 2025, in accordance with Section 2-31 of the Apex Town Code, the Town Council approved a motion to postpone the vote for Application #24CZ17 and scheduled the vote for the 25th day of February 2025;

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 Mixed Use: High Density Residential/Office Employment/Commercial Services and approval of this rezoning will automatically amend the 2045 Land Use Map to Medium/High Density Residential. This designation on the 2045 Land Use Map includes the zoning district High Density Single-Family Residential-Conditional Zoning (HDSF-CZ) and the Apex Town Council has further considered that the proposed rezoning to High Density Single-Family Residential-Conditional Zoning (HDSF-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 allow for a residential subdivision that will continue the density and character of the adjacent residential development within West Village. The rezoning’s omission of commercial uses is informed by the known streams on site which limits the developable land within the area to be rezoned; and

WHEREAS, the Apex Town Council by a vote of 3 to 2 approved Application #24CZ17 rezoning the subject tract located at 2305 and 2509 Kelly Road from Residential Agricultural (RA) to High Density Single-Family Residential-Conditional Zoning (HDSF-CZ).

Ordinance Amending the Official Zoning District Map #24CZ17

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

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

Section 2: The Town of Apex Unified Development Ordinance, including the Town of Apex North Carolina Official Zoning District Map which is a part of said Ordinance, is hereby amended by changing the zoning classification of the “Rezoned Lands” from Residential Agricultural (RA) to High Density Single-Family Residential-Conditional Zoning (HDSF-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. All uses listed below are permitted (P) uses unless noted otherwise.

- | | |
|------------------------|---------------------------------|
| 1. Accessory apartment | 6. Greenway |
| 2. Duplex | 7. Park, active |
| 3. Single-family | 8. Park, passive |
| 4. Townhouse | 9. Recreation facility, private |
| 5. Townhouse, detached | 10. Utility, minor |

Zoning Conditions:

1. There shall be a maximum of thirty (30) residential units on the property.
2. The following architectural conditions shall apply to ***townhouse and detached townhouse*** units:
 - a. Vinyl siding is not permitted; however, vinyl windows, decorative elements, and trim are permitted.
 - b. The roofline cannot be a single mass; it shall be broken up either horizontally or vertically between, at a minimum, every other unit.
 - c. Garage doors shall have either windows, decorative details, or carriage-style adornments on them.
 - d. For units with front-facing garages, the front door entrance shall have a prominent covered porch/stoop area leading to the front door.
3. The following architectural conditions shall apply to ***single-family*** units:
 - a. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
 - b. All homes shall have either a crawl space foundation or a raised slab foundation which at a minimum rises at least 20 inches from average grade across the front of the house to the finished floor level at the front door.
 - c. Garage doors shall have windows, decorative details, or carriage-style adornments.

Ordinance Amending the Official Zoning District Map #24CZ17

- d. The garage shall not protrude more than 4 feet beyond the front façade or front porch. Living space above a garage shall not be considered part of the front façade.
 - e. The roof shall be pitched at 5:12 or greater.
4. The following architectural conditions shall apply to **duplex** units:
- a. Vinyl siding is not permitted, however vinyl windows, decorative elements and trim are permitted
 - b. All units shall have a crawl space or a raised foundation which at a minimum, rises at least 20 inches from average grade across the front of the house to the finished floor level at the front door.
 - c. Garage doors shall have windows, decorative details, or carriage style adornments.
 - d. Garages cannot protrude more than 5 feet from the front façade or front porch.
 - e. The rear and side elevations of units that can be seen from the right of way shall have trim around the windows.
 - f. All rear elevations shall include a change in roofline plus an additional projection on the rear façade such as, but not limited to, a bay window, cantilever, fireplace, or enclosed porch.
5. The development shall install one (1) sign per Stormwater Control Measure to prohibit fertilizer in a location that is publicly accessible, such as adjacent to a sidewalk.
6. At least 75% of newly installed plants shall be native or nativar species of North Carolina. Landscaping will be coordinated with and approved by the Planning Department at site or subdivision review.
7. Landscaping shall include warm season grasses.
8. The development shall install at least two pet waste stations.
9. Each unit shall have at least one electrical receptacle suitable for electric vehicle charging with minimum voltage of 220V.
10. All units shall be pre-configured with conduit for a solar energy system.
11. Homeowner Association covenants shall not restrict the construction of accessory dwelling units.
12. Subject to Town of Apex and North Carolina Department of Transportation approval, developer shall dedicate right of way for the length of the property's Kelly Road frontage, measured 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 sidewalk in a 110-foot right of way with bike lanes consistent with the Town of Apex Bicycle and Pedestrian System Plan Map (the "Road Widening"). There are one or more streams on the property and the Road Widening will require approval from the U.S. Army Corps of Engineers and any other applicable governing body (the "Permitting Body") to permit the stream disturbance. If the Permitting Body does not permit the stream disturbance, developer shall pay a fee in lieu for the Road Widening.
13. The development shall construct 5-foot sidewalks on both sides of internal streets.
14. The development shall construct a stub street to PIN 0731366481 in a location determined by developer and coordinated with Town staff during Master Subdivision and Construction Document review.

Ordinance Amending the Official Zoning District Map #24CZ17

15. A minimum of five percent (5%) of the total residential units on the property shall be affordable housing units. The affordable units may be for sale or for rent units, at the election of developer prior to issuance of building permits for the affordable units. Final affordable housing unit floor plan selection which includes unit size and bedroom size will be at the discretion of the developer. If the affordable units calculation results in a fraction between 0.50 and 0.99, the affordable units shall be rounded up to the nearest whole number. If the affordable units calculation results in a fraction between 0.01 and 0.49, the affordable units shall be rounded down to the nearest whole number.

For sale affordable units (the "For Sale Units") shall be subject to the following terms and conditions:

- The For Sale Units shall be constructed on-site and sold (includes unit price and lot price) at a mutually agreeable maximum affordable median income ownership initial sales price (the "Initial Sales Price").
- The For Sale Units shall be occupied by households earning no more than one-hundred thirty five (135%) of the Raleigh NC Metropolitan Statistical Area (MSA), Area Median Income (AMI) as most recently published by HUD (the "Income Limit"). For purposes of calculating the Initial Sales Price for the For Sale Units, affordable shall mean a reasonable down payment and monthly housing costs expected during the first calendar year of occupancy, including utilities or utility allowances, mortgage loan principal and interest, mortgage insurance, property taxes, homeowner's insurance, homeowner's association dues, if any, and all other property assessments, dues and fees assessed as a condition of property ownership (the "Housing Costs"). For purposes of the calculation, monthly Housing Costs shall not exceed thirty percent (30%) of the Income Limit divided by twelve (12).
- A restrictive covenant (i.e. resale deed restriction) with a minimum affordability period of twenty (20) years (the "Affordability Period") shall be recorded in the Wake County Registry against the For Sale Units concurrently at the close of escrow upon the sale of each For Sale Unit.
- Developer will work with the Town to identify qualifying buyers for the first sale of the For Sale Units (the "First Sale"). Following the First Sale of the For Sale Units, Developer shall not be responsible for managing the For Sale Units or performing marketing, applicant screening, and selection related to future sales of the For Sale Units. Town staff will assist with the administrative duties of the For Sale Units during the Affordability Period.

For rent affordable units (the "Rental Units") shall be subject to the following terms and conditions:

- The Rental Units shall be occupied by low-income households earning no more than eighty percent (80%) of the Raleigh, NC Metropolitan Statistical Area (MSA) Area Median Income, as most recently published by the U.S. Department of Housing and Urban Development (HUD) for a period of twenty (20) years starting from the date of issuance of the first residential Certificate of Occupancy (the "Affordability Period").
- Prior to issuance of the first Certificate of Occupancy for the Rental Units, 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 Affordability Period, the property owner shall submit annual compliance reports to the Town to verify compliance with the affordable housing terms and conditions.

Ordinance Amending the Official Zoning District Map #24CZ17

- Following expiration of the Affordability 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 Rental Units may be freely marketed and leased at market rate rents.

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 Descriptions
Rezoning of 2305 Kelly Road

PIN 0731355481

BEGINNING at a stake located South 78 degrees 10 minutes 21 seconds East 330.12 feet from a point in the centerline of S.R. 1163; runs thence North 14 degrees 49 minutes 54 seconds West 447.40 feet to a stake; runs thence South 85 degrees 26 minutes 15 seconds East 383.94 feet to a stake; runs thence South 04 degrees 33 minutes 45 seconds West 422.01 feet to a stake; runs thence North 85 degrees 26 minutes 15 seconds West 235.37 feet to a stake, the point and place of BEGINNING, and containing 3.00 acres, and being the property of John L. Anderson and wife, Judith A. Anderson, according to a survey dated March 19, 1986, by Land Surveyors, Registered Land Surveyors.

TOGETHER with the right of ingress and egress over and upon a certain 30-foot easement, said point beginning at a railroad spike in the center line of S.R. 1163, a corner for now or formerly Mrs. Gaither Reams in William C. Poe's line and runs thence South 78 degrees 10 minutes 21 seconds East 330.12 feet to an iron pipe, this being the South line of the 30-foot easement.

PIN 0731352462

BEING that tract of property located in White Oak Township, Wake County, North Carolina being more particularly described as follows:

BEGINNING at a nail in the center line of SR #1163, said nail being located North 15 degree, 17 minutes, 13 seconds West 99.28 feet from a nail located in the intersection of Kelly Rd. and Holland Rd. as shown on the hereinafter referred survey; thence along the southern line of J. Philip Snipes South 82 degrees, 52 minutes, 26 seconds East 327.64 feet to an existing iron pipe; thence along the western line of Gaither Reams South 14 degrees, 49 minutes, 54 seconds East 447.48 feet to an existing iron pipe; thence along the northern line of Gaither A. Reams North 78 degrees, 09 minutes, 47 seconds West 330.06 feet to a nail located in the centerline of SR #1163; thence along the centerline of SR #1163 North 16 degrees, 02 minutes, 38 seconds West 421.95 to the POINT AND PLACE OF BEGINNING containing 2.974 acres more or less according to survey for Charlene Lester and Judith Luebke dated 03/14/2006 by Al Prince & Associates, P.A., said tract being SUBJECT TO the right of way of SR #1163.

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for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 11, 2025

Item Details

Presenter(s): Joshua Killian, Planner I

Department(s): Planning

Requested Motion

Motion to approve the Statement of the Town Council and Ordinance for Rezoning Application No. 24CZ21, Alonzo Wilson, ATM Development, LLC, applicant, for the property located at 3028 Evans Road (PIN 0721707475).

Approval Recommended?

The Planning Department recommends approval.

Item Details

Rezoning Application No. 24CZ21 was approved at the February 25, 2025 Town Council meeting.

Attachments

- CN7-A1: Statement of the Town Council and Ordinance - Rezoning Case No. 24CZ21 - 3028 Evans Road
- CN7-A2: Attachment A: Legal Description - Rezoning Case No. 24CZ21 - 3028 Evans Road - Statement and Ordinance



STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 0.76 ACRES LOCATED AT 3028 EVANS ROAD FROM RURAL RESIDENTIAL (RR) TO MEDIUM DENSITY RESIDENTIAL-CONDITIONAL ZONING (MD-CZ)

#24CZ21

WHEREAS, Alonzo Wilson, ATM Development, LLC, owners/applicant (the “Applicant”), submitted a completed application for a conditional zoning on the 2nd day of December 2024 (the “Application”). The proposed conditional zoning is designated #24CZ21;

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 #24CZ21 before the Planning Board on the 10th day of February 2025;

WHEREAS, the Apex Planning Board held a public hearing on the 10th day of February 2025, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #24CZ21. A motion was made by the Apex Planning Board to recommend approval; the motion passed unanimously for the application for #24CZ21;

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 #24CZ21 before the Apex Town Council on the 25th day of February 2025;

WHEREAS, the Apex Town Council held a public hearing on the 25th day of February 2025. Joshua Killian, Planner, presented the Planning Board's recommendation at the public hearing;

WHEREAS, all persons who desired to present information relevant to the application for #24CZ21 were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away;

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

WHEREAS, the Apex Town Council finds that the approval of the rezoning is reasonable and in the public interest in that: The proposed zoning district and conditions allow the property to be developed in a manner that is consistent with the residential character of the area and limits the site to one driveway on Evans Rd which is designated as a Minor Collector street; and

WHEREAS, the Apex Town Council by a vote of 4 to 1 approved Application #24CZ21 rezoning the subject tract located at 3028 Evans Road from Rural Residential (RR) to Medium Density-Conditional Zoning (MD-CZ).

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

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

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

Ordinance Amending the Official Zoning District Map #24CZ21

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:
 - a. Single-Family
 - b. Duplex
 - c. Family Care Home
 - d. Accessory Apartment
 - e. Utility, minor
2. There shall be only one driveway on Evans Road.
3. The existing parcel may not be subdivided into more than two resulting parcels.
4. Architectural
 - a. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
 - b. Garage doors shall have windows, decorative details, or carriage-style adornments on them.
 - c. The visible side of a home on a corner lot facing the public street shall contain at least 3 decorative elements such as, but not limited to, the following elements:
 - Windows
 - Bay window
 - Recessed window
 - Decorative window
 - Trim around the windows
 - Wrap around porch or side porch
 - Two or more building materials
 - Decorative brick/stone
 - Decorative trim
 - Decorative shake
 - Decorative air vents on gable
 - Decorative gable
 - Decorative cornice
 - Column
 - Portico
 - Balcony
 - Dormer
 - The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the window
5. Applicant/developer shall install or provide a fee in lieu for installation of the 5’ addition to the existing side path along the parent parcel frontage on Evans Rd prior to plat.

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.

Ordinance Amending the Official Zoning District Map #24CZ21

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

EXHIBIT A
LEGAL DESCRIPTION

Tract One: 3028 Evans Road, Apex, NC, Tax ID #109665

BEGINNING at a point which is located North 20 degrees 18 minutes 23 seconds East 211.00 feet from the intersection of the centerline of S.R. #1142 and #1147 and runs thence with the line of Thomas North 57 degrees 41 minutes 08 seconds West (crossing an iron pipe set in the western right of way of S.R. #1147) 208.55 feet to an existing iron pipe; thence North 16 degree 59 minutes 54 seconds East 118.70 feet to an existing iron pipe; a southwest corner for Goldston; thence Goldston South 80 degrees 33 minutes 52 seconds East 214.69 feet to an iron pipe set in the centerline of S.R. #1147; thence with said centerline South 20 degrees 18 minutes 23 seconds West 202.38 feet to the point of BEGINNING, containing .76 acres, more or less, and being all of Lot 2 on a map and survey for "J. Frank Goldston and wife, Joyce Lynn Goldston" by A.R. Barnes dated August 3, 1979 and recorded in Book of Map 1979 Page 712, Wake County Registry.

LESS AND EXCEPT conveyance of right of way to North Carolina Department of Transportation in Book 3042, Page 920, Wake County Registry.

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for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 11, 2025

Item Details

Presenter(s): Russell Dalton, P.E., Traffic Engineering Manager

Department(s): Transportation & Infrastructure Development

Requested Motion

Motion to approve North Carolina Department of Transportation (NCDOT) Certification of Municipal Declaration to Enact Speed Limits and Request for Concurrence for a 35 MPH speed limit on SR 1604 (Castleberry Rd), from the intersection of SR 1603 (Wimberly Rd) to 0.805 mile east of SR 1603 (Wimberly Rd).

Approval Recommended?

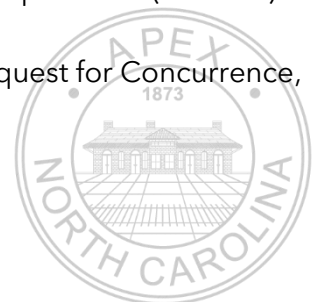
Yes

Item Details

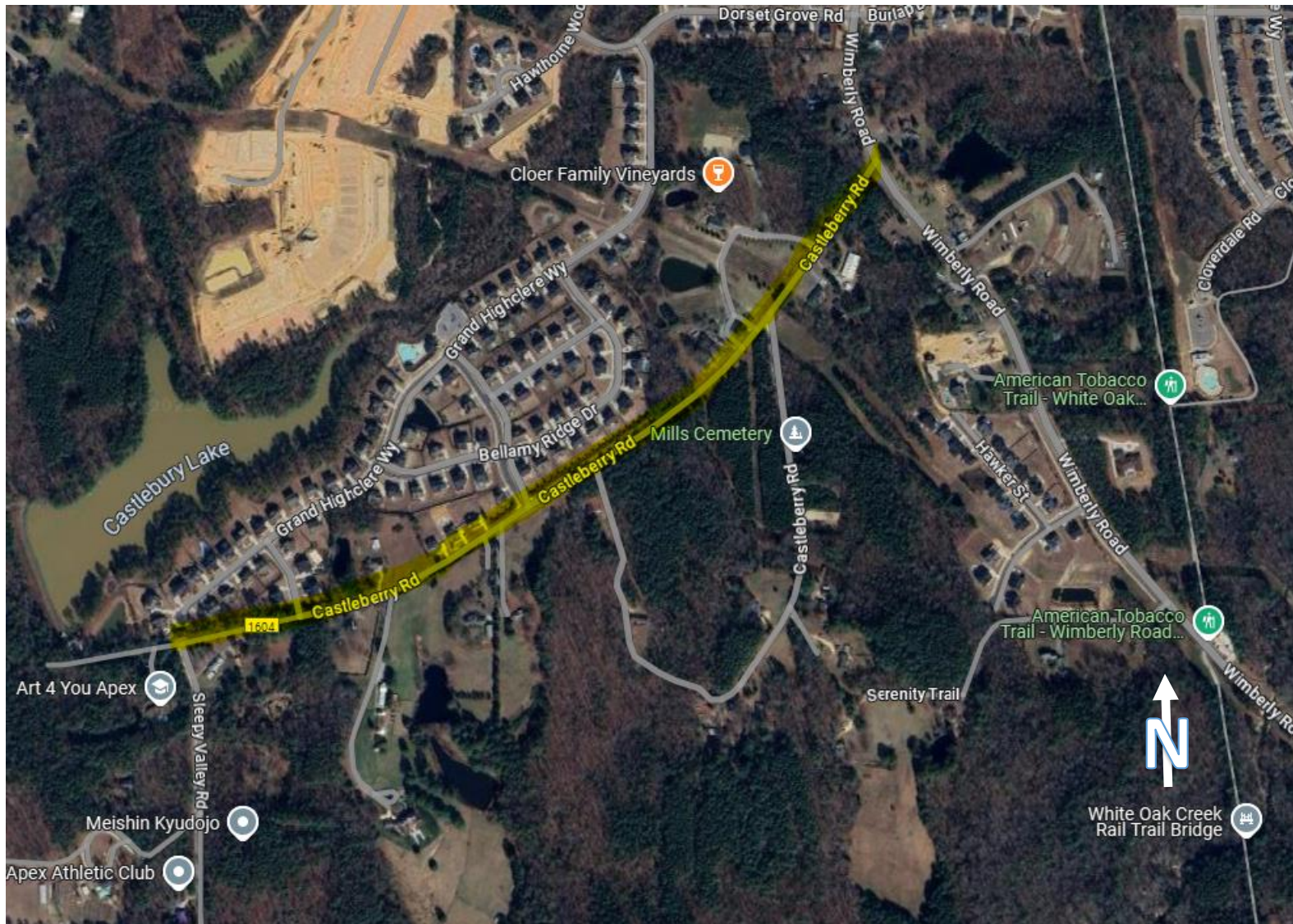
NCDOT proposes to repeal the current 45 MPH speed limit ordinance on Castleberry Rd and enact a 35 MPH speed limit ordinance based on their investigation. They have requested municipal concurrence from Town of Apex since a portion of this roadway is within municipal limits. A map and documentation of the request is attached along with the document referenced in the motion. Please note the direction had to be coded as "east" in the NCDOT ordinance system, even though it is west of Wimberly Road, in order for it to milepost the speed limit ordinance correctly for this road (see NCDOT request).

Attachments

- CN8-A1: Map of the proposed speed limit reduction – Portion of Castleberry Road 35 MPH
- CN8-A2: Email Correspondence between North Carolina Department of Transportation (NCDOT)- Portion of Castleberry Road 35 MPH
- CN8-A3: Certification of Municipal Declaration to Enact Speed Limits and Request for Concurrence, Concurring State Ordinance Number 1087335



Municipal Concurrence for SR 1604 Castleberry Rd Speed Limit: NCDOT to reduce from 45 mph to 35 mph, 0.805 mi (highlighted)



Russell Dalton

From: Countryman(Summit Design & Engineering), Melissa A <ext-macountryman1@ncdot.gov>
Sent: Wednesday, February 19, 2025 9:17 AM
To: Russell Dalton; Lowery, Ashley C
Cc: Hoover, Kelsey W
Subject: RE: [External] RE: SR 1604 (Castleberry Rd) Speed Limit Reduction

Follow Up Flag: Follow up
Flag Status: Completed

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Good morning Russell,

Thank you for getting back to me and appreciate you working on getting this on the Town's March 11th agenda. What you noticed for the direction in the municipal certificate is actually a result of a bit of a quirk in the NCDOT TEAAS ordinance system – essentially 'east' had to be entered in TEAAS in order for it to milepost the speed limit ordinance correctly for this road.

Thank you,

Melissa Countryman, PE, PTOE
NC Department of Transportation
Division 5 Traffic Services

ext-macountryman1@ncdot.gov
Office: (919) 536-4014

1041 Prison Camp Rd.
Durham, NC 27705



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From: Russell Dalton <Russell.Dalton@apexnc.org>
Sent: Tuesday, February 18, 2025 3:59 PM
To: Countryman(Summit Design & Engineering), Melissa A <ext-macountryman1@ncdot.gov>; Lowery, Ashley C <aclowery1@ncdot.gov>
Cc: Hoover, Kelsey W <kwhoover@ncdot.gov>
Subject: [External] RE: SR 1604 (Castleberry Rd) Speed Limit Reduction

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Thanks Melissa. I'm fine with it except I think it needs to be revised to "...0.805 mile west of SR 1603 (Wimberly Rd)." It's written as east. I noticed that as I prepared the attached map. If you can review and send updated this week I might be able to make the March 11th agenda.



Russell Dalton, PE

Traffic Engineering Manager
Transportation & Infrastructure Development
Town of Apex
(919) 249-3358
www.apexnc.org



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From: Countryman(Summit Design & Engineering), Melissa A <ext-macountryman1@ncdot.gov>
Sent: Tuesday, February 18, 2025 2:57 PM
To: Russell Dalton <Russell.Dalton@apexnc.org>; Lowery, Ashley C <aclowery1@ncdot.gov>
Cc: Hoover, Kelsey W <kwhoover@ncdot.gov>
Subject: SR 1604 (Castleberry Rd) Speed Limit Reduction

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Good afternoon Russell,

In response to a request that we received, and subsequent investigation performed, we would like to reduce the existing speed limit from 45 MPH to 35 MPH along the subject road. Since some of this roadway is currently within the Town of Apex municipal limits (and some is not), for simplicity, we would like to have the municipal speed limit ordinance (and associated municipal concurrence certificate) apply to the entire length of SR 1604/Castleberry Rd that is state-maintained (since it is a relatively short, no-outlet road and is currently state-maintained from the intersection with SR 1603/Wimberly Rd to the intersection with Sleepy Valley Rd only). If the Town of Apex concurs with this speed limit reduction, please print out and sign/seal 2 hard copies of the attached municipal certificate. Please then mail these 2 wet signature copies back to the Division 5 Traffic office at the mailing address listed below. Please let me know if you have any questions/concerns with this approach.

Thank you,

Melissa Countryman, PE, PTOE
NC Department of Transportation
Division 5 Traffic Services

ext-macountryman1@ncdot.gov
Office: (919) 536-4014

1041 Prison Camp Rd.

Durham, NC 27705



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Email correspondence to and from this sender is subject to the N.C. Public Records Law and may be disclosed to third parties.

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Certification of Municipal Declaration To Enact Speed Limits and Request for Concurrence

Concurring State Ordinance Number: 1087335

Division: 5 **County:** WAKE

Municipality APEX

Type: Municipal Speed Zones

Road: SR 1604

Car: 35 MPH

Truck: 35 MPH

Description: On SR 1604 (Castleberry Rd), from the intersection of SR 1603 (Wimberly Rd) to 0.805 mile east of SR 1603 (Wimberly Rd).

Municipal Certification

I, _____, Clerk of _____, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the _____ day of _____, 20_____, the speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: _____ Page: _____ Ordinance Number: _____

In witness whereof, I have hereunto set my
hand and the municipal seal this _____ day
of _____, 20_____.

(signature)

(municipal seal)

Department of Transportation Approval

Division: _____ Title: _____ Date: _____

Region: _____ Title: _____ Date: _____

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: March 11, 2025

Item Details

Presenter(s): Linda Graham Jones, Director
Kristy Nguyen, Language Access and Community Coordinator
Department(s): Diversity, Equity, and Inclusion

Requested Motion

Receive as information an update on the progress and implementation of the Language Access Plan town wide.

Approval Recommended?

N/A

Item Details

On April 23, 2024, the Town Council adopted the Town's first Language Access Plan (LAP) and authorized the implementation of several recommendations included in the plan. The purpose of this agenda item is to provide the elected body and members of the public with an update on the implementation of the Town's Language Access Plan (LAP). The Town's Language Access Team, comprised of Town Staff and our community partner, Fiesta Cristiana, conducted a survey which identified the Town's most popular languages which are Spanish and Chinese.

The initial presentation referenced a phased approach for the implementation. The following phase are included:

Phase 1: Establishing Core Language Services

- Identify language needs, translate vital documents, and manage interpretation and translation requests

Phase 2: Strengthening Foundations

- Integrate language access into Town operations by raising awareness of services, providing staff training, establishing a repository of resources, and setting proficiency standards for bilingual/multilingual staff

Phase 3: Expansion and Refinement

- Refine outreach and communication to expand language services

Phase 4: Ongoing Monitoring and Evaluation

- Evaluate and review the plan to monitor progress and adjust plan as needed

Attachments

- PR1-A1: PowerPoint Presentation – Language Access Plan Update
- PR1-A2: Language Access Plan – One-Pager Handout





March 11, 2025

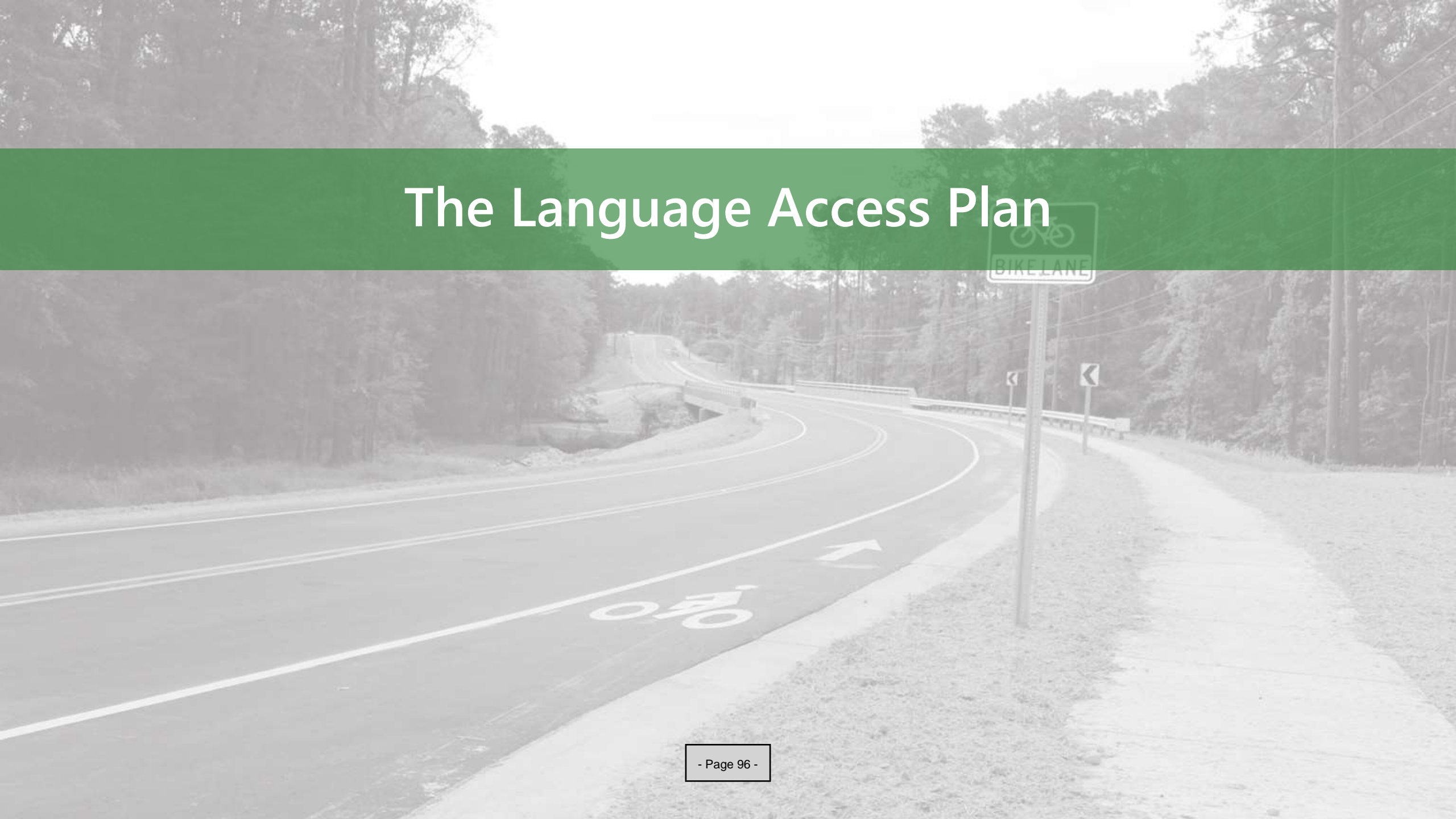
Language Access Plan Updates

Current Progress

AGENDA

- Language Access Plan Review
- Implementation Plan
- Achievements to Date
- Next Steps

The Language Access Plan



Language Access Plan Review

- **22%** of Apex residents speak a language other than English
- **5%** are Limited English Proficient (LEP)
- Our strategic languages are **Spanish** (21%) and **Chinese** (21%)

LEP Primary Language	Percent of LEP Population
Spanish	21%
Chinese	21%
French, Haitian, Cajun	4%
Vietnamese	4%
Russian, Polish, or other Slavic	3%

*Source: American Community Survey 5-Year Estimates 2019-2023

Language Access Implementation Plan

Phase 1: Establishing Core Language Services (In Progress)

- Identify language needs, translate vital documents, and manage interpretation and translation requests

Phase 2: Strengthening Foundations (Target Date: June 2025)

- Integrate language access into Town operations by raising awareness of services, providing staff training, establishing a repository of resources, and setting proficiency standards for bilingual/multilingual staff

Phase 3: Expansion and Refinement (Target Date: January 2026)

- Refine outreach and communication to expand language services

Phase 4: Ongoing Monitoring and Evaluation (Ongoing)

- Evaluate and review the plan to monitor progress and adjust plan as needed

*Will adapt plan based on Town policies and current federal and state direction

Achievements to Date



ReciteMe Accessibility & Translation

- **ReciteMe** (web accessibility software) was launched to the Town website in **June 2024**
- Assistive toolbar that enables **web accessibility** (text resizing, text-to-speech, font options, etc.)
- On-page translation available in **100+** languages with select languages supporting screen reader compatibility



*New Language & Accessibility toolbar
now available on the Town of Apex website*

*Nueva barra de herramientas de idioma y accesibilidad
ahora disponible en el sitio web de la ciudad de Apex*

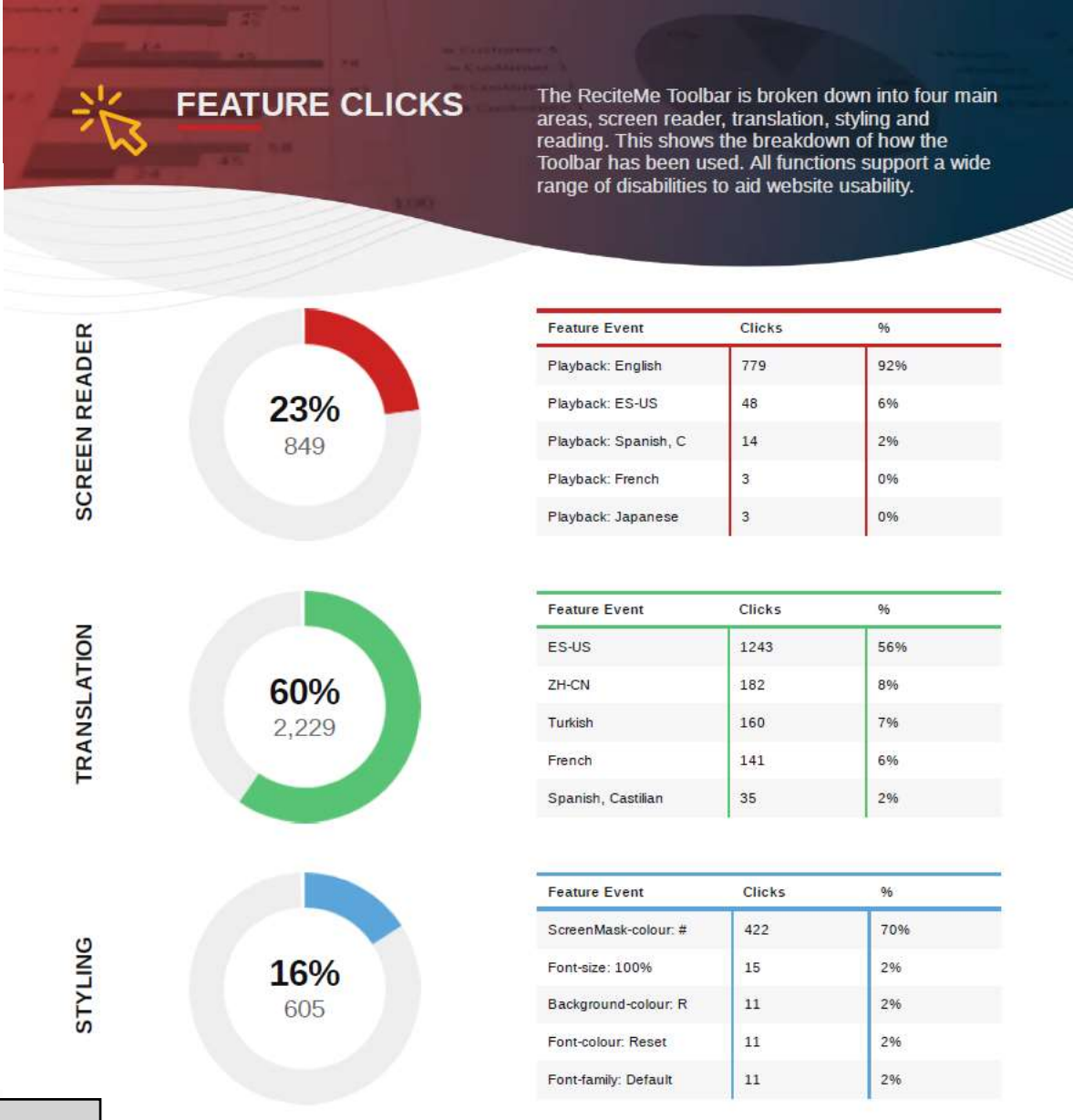
新的语言和无障碍辅助工具栏现已在
Apex 镇官网上推出

BRIDGING THE GAP BETWEEN ACCESSIBILITY AND USABILITY

The Town of Apex recently partnered with ReciteMe, an accessibility software company, to provide an inclusive online experience at www.apexnc.org.

The ReciteMe accessibility toolbar, pictured above, will help make www.apexnc.org more accessible and inclusive for a diverse range of people online by providing translation services, multiple reading aids, customizable font options for easier reading, and more!

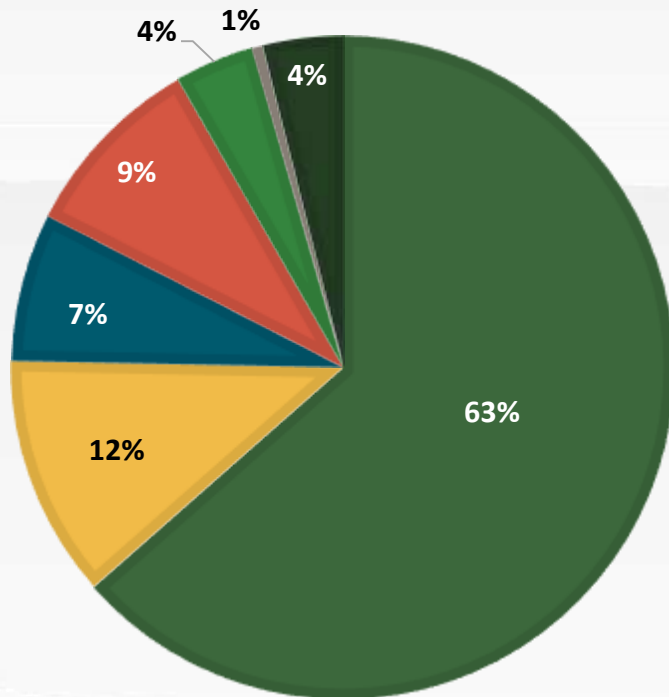
Snapshot of ReciteMe Report



ReciteMe Usage Report (June 2024 – Jan 2025)

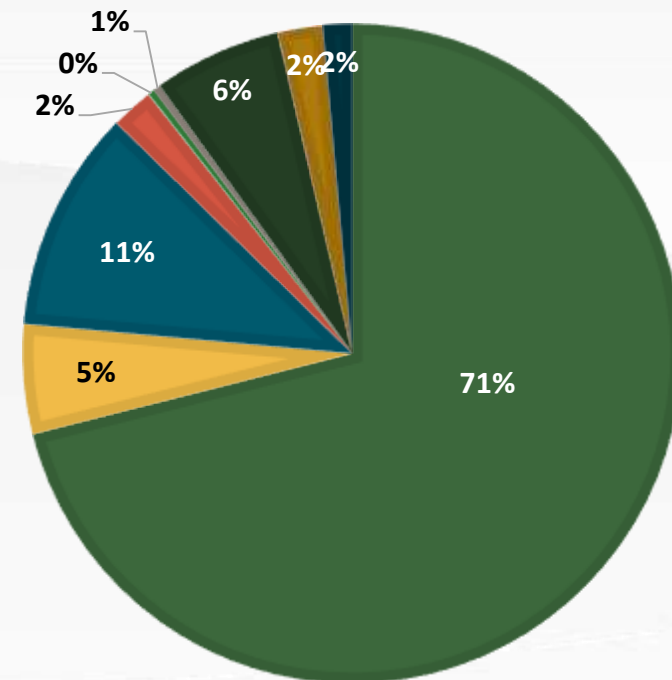
SCREEN READER USAGE

Spanish Chinese French German Gujarati Japanese Persian



TRANSLATION TOOL

Spanish Chinese Amharic French German Irish Persian Swahili Turkish



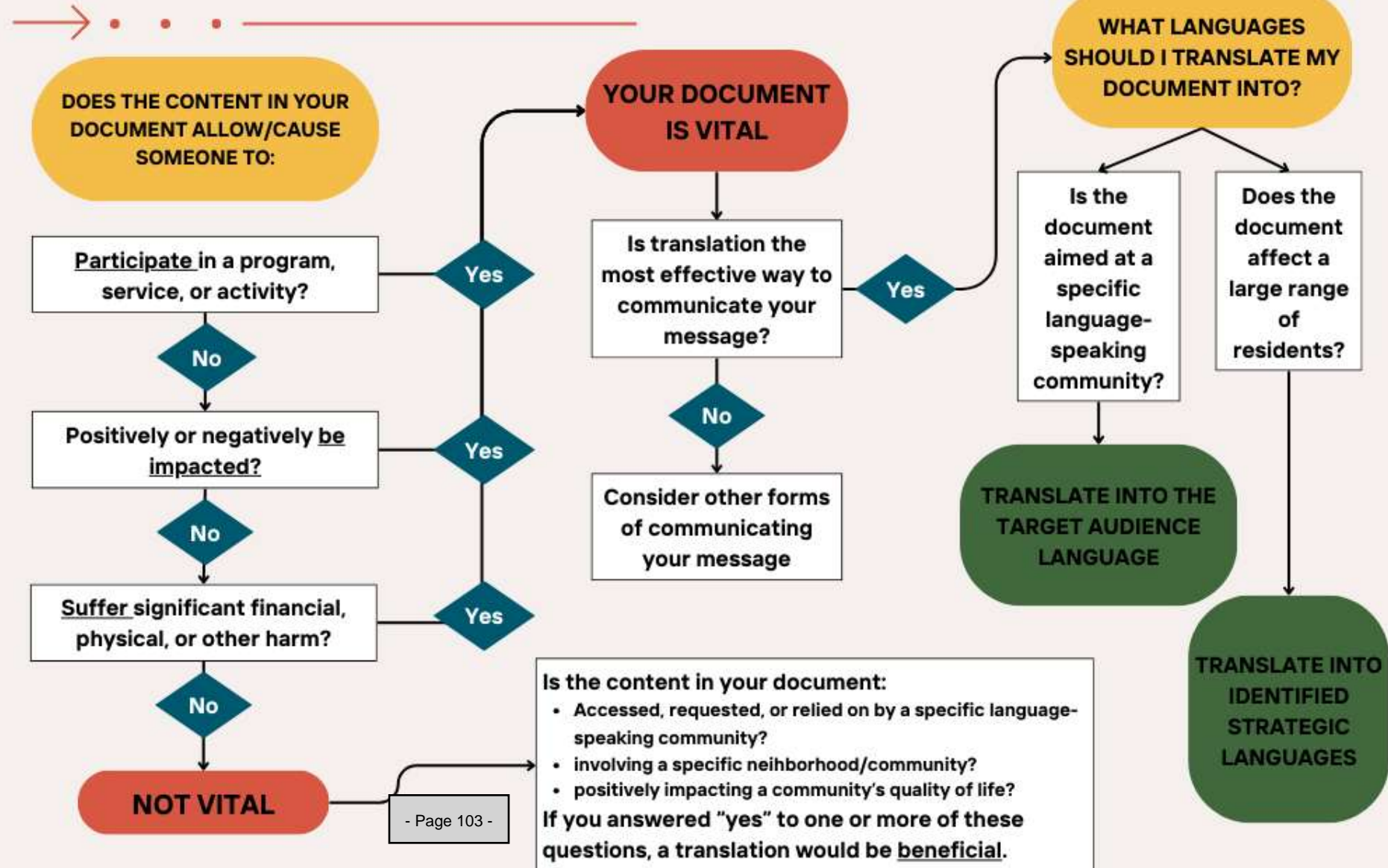
What is a Vital Document?

Paper or electronic *written* material that contains information that is critical for accessing the Town's programs, services, or is required by law

- Process created to identify vital documents
- Met with departments to help identify their vital documents

Translating Documents

HOW TO IDENTIFY & DETERMINE VITAL DOCUMENT TRANSLATION



Department Meetings (Jan 2025 – Present)

Collaborating with departments to identify their vital documents and other language access needs



Interpretation Services

Key Achievements:

- Language service provider selection:
 - Research multiple language service providers
 - Identified and partnered with Language Service Solutions for ongoing interpretation needs
- First Interpretation at Town Council Meeting (September 24, 2024)
 - Successful simultaneous and consecutive Spanish interpretation ensuring accessibility for Spanish-speaking residents to engage with the Town
- Community Engagement Events:
 - Assisted the Community Engagement Team in providing interpretation at CommUniversity Events (January and February 2025 completed)
 - Commitment to ongoing interpretation at future CommUniversity events
- Working with Ask Apex (Call Center) to ensure they have language assistance as needed



*Note: American Sign Language interpreter providers identified

What's Next?

Phase 2: Strengthening Foundations (Target Date: June 2025)



- Integrate language access into Town operations by raising awareness of services, providing staff training, establishing a repository of resources, and setting proficiency standards for bilingual/multilingual staff
- Finalize translation of vital documents
- Secure interpretation equipment for Town use
- Continue to meet with departments to assess their language access needs

Phase 3: Expansion and Refinement (Target Date: January 2026)

Phase 4: Ongoing Monitoring and Evaluation (Ongoing)

Questions?



TOWN OF APEX LANGUAGE ACCESS PLAN



Ensuring Meaningful Access

The Town of Apex is dedicated to delivering exceptional public service, fostering opportunities for all to thrive. The Language Access Plan (LAP) ensures meaningful access to town services and programs, regardless of language preference or English proficiency.

**11% OF APEX
RESIDENTS ARE BORN
OUTSIDE OF THE US ***



Did you know?

- **22%** of Limited english proficiency speakers speak Spanish
- **28%** speak Asian and Pacific Island languages *

Why language access?



BETTER COMMUNICATION

Residents will be able to communicate with the town in their preferred language, reducing barriers to access



EMPOWERMENT & INCLUSION

Ensures all residents can participate fully in community life, making the town more inclusive and welcoming



EQUAL OPPORTUNITIES

Language access ensures all residents have access to resources, support, and programs that enhance their quality of life

Top 5 languages spoken in Apex *



Spanish - 9.9%
Chinese - 5.9%
Telugu - 5.3%
Hindi - 3.7%
Russian - 1.9%

KEY DEFINITIONS



Translation:

The process of converting written text from one language to another



Interpretation:

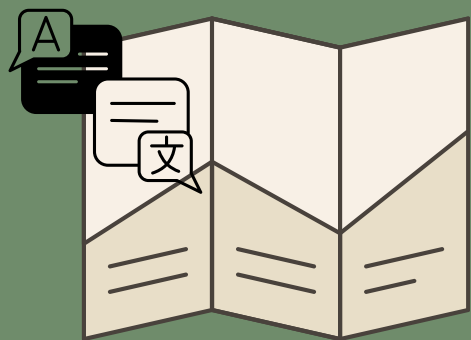
The process of converting messages from one language to another orally

LEARN MORE



Scan the QR code or visit
www.apexnc.org/LAP

What is the Town doing to implement the Language Access Plan?



1

NOTICE OF AVAILABILITY FOR LANGUAGE ASSISTANCE

Ensure reasonable actions to notify individuals of their **right to language assistance services**

2

INTERPRETATION & TRANSLATION

Use qualified interpreters and translators to provide language services **free of charge**



3

STAFF & TRAINING

Provide staff with **training and education** on language access and support for bilingual/multilingual staff

4

ACCOUNTABILITY & DATA COLLECTION

Continuously **collect information** about limited English proficiency individuals served by the Town



5

MONITORING & UPDATING THE PLAN

Town of Apex language plan will be **assessed and updated** annually

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: March 11, 2025

Item Details

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

Department(s): Parks, Recreation and Cultural Resources

Requested Motion

Receive the "Nature-Themed" Mural design for the retaining wall along the White Oak Creek Greenway and consider a possible motion to endorse this concept design.

Approval Recommended?

Yes

Item Details

The Public Art Committee would like to present the nature-themed mural created by artist, Sean Kernick, to the Apex Town Council for installation on a retaining wall along the White Oak Creek Greenway. This mural was commissioned by the Public Art Committee with feedback from the surrounding neighborhood HOA representatives and a 30-day public feedback survey. The feedback from the public was overwhelmingly positive with some minor suggestions for changes. The Public Art Committee and artist, Sean Kernick, reviewed the feedback and adjusted the mural to accommodate several of the suggestions from the public.

Timeframe for painting: Late March 2025-Early April 2025.

Attachments

- NB1-A1: PowerPoint - White Oak Creek Greenway Mural Design Endorsement



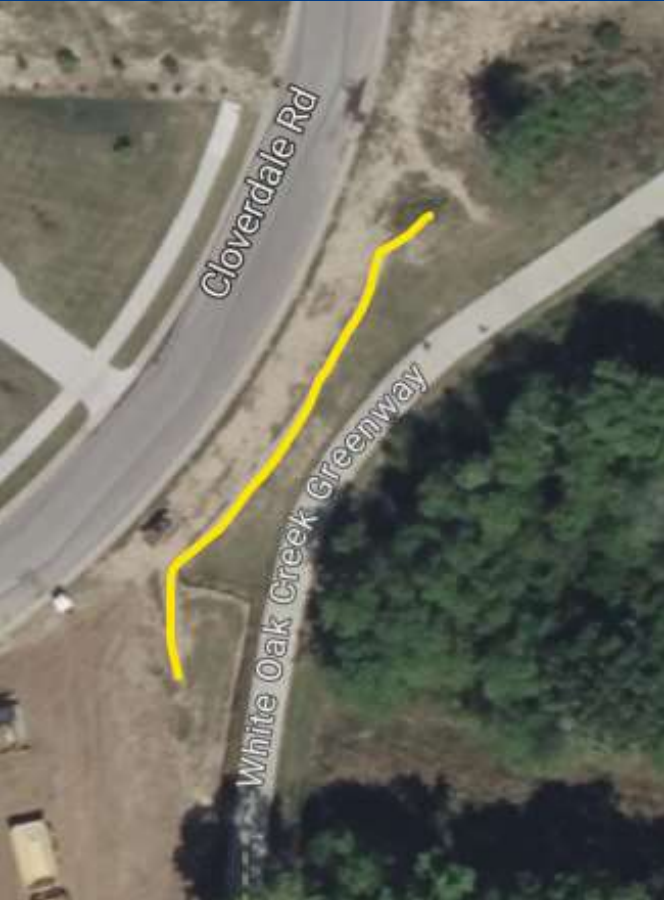


White Oak Creek Greenway Mural

Apex Public Art Committee
March 2025

Location

- Greenway crosses between 2 neighborhoods:
 - The Enclave at White Oak & Weddington



Sean Kernick, artist



Proposed Design (prior to public feedback)



↑
WHOLE DESIGN

↓
ZOOMED IN DESIGN



Proposed Design (after public feedback)



↑
WHOLE DESIGN

↓
ZOOMED IN DESIGN



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for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: March 11, 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

