



AGENDA | REGULAR TOWN COUNCIL MEETING

Tuesday, February 10, 2026 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: Terry Mahaffey
 Council Members: Edward Gray, Arno Zegerman, Shane Reese, Sue Mu
 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

English	Spanish	Chinese (Simplified)
<p>ANNOUNCEMENTS Members of the public can access and view the meeting on the Town’s YouTube Channel https://www.youtube.com/c/TownofApexGov or attend in-person. The meeting date, start time, and location details are included at the top of this agenda document.</p>	<p>ANUNCIOS Las personas interesadas pueden acceder y ver la reunión a través del canal de YouTube de la Ciudad en https://www.youtube.com/c/TownofApexGov o asistir en persona. En la parte superior de este documento de agenda se indican la fecha, la hora de inicio y la ubicación de la reunión.</p>	<p>公告 公众可通过镇政府的YouTube频道 https://www.youtube.com/c/TownofApexGov 在线旁听会议，或选择现场参与。会议日期、开始时间及地点详情见本议程文件顶部。</p>
<p>Accommodation Statement: Anyone needing special accommodations to attend this meeting and/or if this information is needed in an alternative format, please contact the Town Clerk’s Office. The Town Clerk is located at 73 Hunter Street in Apex Town Hall on the 2nd Floor, (email) allen.coleman@apexnc.org or (phone) 919-249-1260.</p>	<p>Aviso sobre adaptaciones: Si necesita adaptaciones especiales para asistir a esta reunión o requiere esta información en un formato alternativo, comuníquese con la Oficina del Secretario Municipal, ubicada en el segundo piso del Ayuntamiento de Apex, en 73 Hunter Street, por correo electrónico a través de allen.coleman@apexnc.org o llamando al 919-249-1260.</p>	<p>便利服务声明: 如需特殊便利服务以参加本次会议，或需要将本信息提供为其他格式，请联系镇书记官办公室。 办公地址：Apex镇政务厅二楼（Hunter街73号） 邮箱：allen.coleman@apexnc.org 电话：919-249-1260</p>

COMMENCEMENT, INVOCATION, AND PLEDGE OF ALLEGIANCE

The Town of Apex values and celebrates diversity and inclusion. We see diversity as a strength that binds our community together - inviting members from different faith communities to deliver the invocation at the beginning of our Council meetings, supports this unity.

Recognizing that not everyone practices the same traditions, we welcome you to have a private moment of silence.

Please stand as you are able for the Pledge of Allegiance

ANNOUNCEMENTS AND PETITIONS BY THE GOVERNING BODY

Members of the governing body may use this time to share updates on a variety of different topics or submit petitions for future consideration with the entire board and the community.

ADOPTION OF THE MEETING AGENDA

The Mayor will call for additional Agenda items from Council or Staff and set the Regular Meeting Agenda prior to Council actions. Items to be pulled or added should be submitted to the Town Clerk in advance of the meeting.

CONSENT AGENDA

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

CN1 Agreement - North Carolina Department of Transportation (NCDOT) - Review and Oversight Agreement for Apex Peakway North Widening Project - Center Street to Old Raleigh Road

Russell Daulton, P.E., Traffic Engineering Manager, Transportation and Infra. Dev. Dept.

CN2 Agreement - Full Spectrum, LLC - Standard Services Agreement - 250 LED Drone Public Performance on July 3, 2026

Lisa Raschke, Special Events Manager, Parks, Recreation, and Cultural Resources

CN3 Agreement - Utility Relocation Agreement between Town of Apex and Duke Energy - Relocation of Electric Facilities along Jessie Drive related to Jessie Drive Phase 1 Improvements

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

CN4 Agreement Ratification - Master Services Agreement between Town of Apex and Ferguson Enterprises, LLC dba Ferguson Waterworks - Completion of Water Meter System Upgrade Project and Capital Project Ordinance Amendment 2026-11

Marty Stone, Assistant Town Manager - Development and Operations, Town Manager's Office

CN5 Construction Contract Award - Blythe Construction - 2026 Road Rehabilitation Project

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

CN6 Council Meeting Minutes - Various

Allen Coleman, Town Clerk

CN7 Position(s) Increase Authorization - Two (2) General Fund and Two (2) Stormwater Fund - Planning, Parks, Recreation, and Cultural Resources, and Water Resources Departments

Karmen McGee, Director, Human Resources Department

CN8 Resolution to Abandon Portion of Existing Waterline Easement - 1405 Vision Drive

Steve Adams, Real Estate and Utilities Acquisition Specialist, Trans. and Infra. Dev. Dept.

CN9 Resolution Correction - Road Closure Portion of Walden Road - Previously Approved on

December 09, 2025 (ORDER-2025-001)

Allen Coleman, Town Clerk

CN10 Tax Report - December 2025

Allen Coleman, Town Clerk

TOWN COUNCIL COMMITTEE REPORTS - None Scheduled

TOWN MANAGER'S REPORT

TOWN CLERK'S REPORT

PUBLIC ART MOMENT QUARTERLY - None Scheduled

PUBLIC FORUM

Public Forum allows the public an opportunity to address the Mayor and Town Council. The speaker is requested not to address items that appear as Public Hearings. 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.

Members of the public are encouraged to view the Public Forum and Public Hearing Participation Guidelines.

PROCLAMATIONS / SPECIAL PRESENTATIONS

PR1 Apex Based Schools - Teacher of the Year Recognitions

Terry Mahaffey, Mayor Pro-Tempore (sponsor)

PR2 Apex Public School Foundation - Quarterly Peak S.T.A.R. Award

Terry Mahaffey, Mayor Pro-Tempore (sponsor)

PR3 Proclamation - Black History Month - February 2026

Mayor Jacques K. Gilbert

PR4 Proclamation - Lunar New Year 2026 - Year of the Fire Horse - February 17, 2026

Sue Mu, Town Council Member (sponsor)

PR5 Special Recognition - Former Chair and Transit Advisory Committee Member Stuart Turner Wagner - Peacefully Passed Away Friday, November 21, 2025

Jacques K. Gilbert, Mayor

PR6 Apex Farmers Market - Location and Operations Presentation

Ali Page, President, Apex Farmers Market and Local Food Alliance

PR7 Sustainability Action Plan (SAP) Annual Update - Fiscal Year 2026

Don Reeves, Sustainability Coordinator, Budget and Performance Management Dept.

PUBLIC HEARINGS

PH1 Annexation No. 802 - 7625 Roberts Road, 0 Roberts Road, and 8112 Green Level Church Road - 5.23 acres

Dianne Khin, Director, Planning Department

PH2 Annexation No. 812 - 2224 Olive Chapel Road - 2.13 acres

Dianne Khin, Director, Planning Department

PH3 Annexation No. 817 - Peak City Church - 2401 and 2325 Old US 1 Highway - 23.87 acres

Dianne Khin, Director, Planning Department

PH4 Annexation No. 818 - Jainix LLC - 7809 Secluded Acres - 3.502 acres

Dianne Khin, Director, Planning Department

PH5 Annexation No. 820 - 2301 Apex Peakway - 3.803 acres

Dianne Khin, Director, Planning Department

PH6 Annual Operating Budget Public Hearing Fiscal Year 2026-2027 - One of Two Opportunities

Jessica Hoffman, Director, Budget and Performance Management Department

PH7 Electric Time of Use (TOU) Rate Schedule Amendments - Small, Medium, and Large General Service Rate Riders

Jon Griffin, Director, Finance Department

PH8 Rezoning Case No. 25CZ17 - 0 Smith Road

Joshua Killian, Planner II, Planning Department

PH9 Unified Development Ordinance (UDO) Amendments - January 2026

Bruce Venable, Planner III, Planning Department

PH10 Unified Development Ordinance (UDO) Amendments - February 2026

Bruce Venable, Planner III, Planning Department

REGULAR MEETING AGENDA - *None Scheduled*

INFORMATIONAL ITEMS

Information items focus on educating and bringing awareness to matters or topics that do not require immediate decision or action.
Information items are for informational purposes only and may not be discussed as part of the business meeting.

IN1 Town Council Meeting Follow-up Action List

Allen Coleman, Town Clerk

CLOSED SESSION - *None Scheduled*

ADJOURNMENT

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 10, 2026

Item Details

Presenter(s): Russell Dalton, Traffic Engineering Manager

Department(s): Transportation and Infrastructure Development

Requested Motion

Motion to approve a Review and Oversight Agreement with the North Carolina Department of Transportation (NCDOT) for the Apex Peakway widening from Center Street to Old Raleigh Road, and to authorize the Town Manager, or their designee, to execute the agreement on behalf of the Town.

Approval Recommended?

Yes

Item Details

The Town is in the design phase to widen Apex Peakway from Center St to Old Raleigh Rd and has applied to CAMPO/NCDOT for federal funds toward right of way and construction. This project includes traffic signal upgrades and widening from a 2-lane divided road with bike lanes and 5' sidewalks to a 4-lane divided road with 10' Side Path on the west side (inside of loop) and 5' sidewalk on the east side. The feasibility design cost estimate was a significantly higher cost compared to the planning-level estimate prepared prior to approval of the Transportation Bond, thus resulting in a need for more funding to continue pursuing the project. A Review and Oversight Agreement is needed for NCDOT to review the design plans and project related documents, provide comments, and issue approvals for the project for the Town to be eligible for federal reimbursements toward any phase of the project. This project was not recommended by CAMPO in 2026 for reimbursement of right of way costs based on comparative project scores with other competing submittals. However, this Agreement is still required for a future submittal requesting reimbursement of construction costs, and following discussion with CAMPO staff, Town staff expect this project would score better and be more competitive for a construction phase request. In the meantime, Apex will be responsible for 100% of engineering and right of way costs. In the event the project is ultimately not selected for federal reimbursement toward construction phase, the Town would need to convert the project to a 100% local project (non-federal) and submit plans to the NCDOT District Office for final approval.

The Review & Oversight agreement includes the following language under the Adjustment of Funding section:

“Upon completion of the project, if actual costs exceed the amount of payment, the **Municipality** shall reimburse the **Department** any under payment within sixty (60) days of invoicing by the **Department**. The **Department** will charge a late payment penalty and interest on any unpaid balance due in accordance with G. S. 147-86.23. If the actual cost of the work is less than \$10,000, the **Department** will reimburse the **Municipality** any overpayment.”

The Town has previously asked NCDOT to modify the Adjustment of Funding section on prior similar Review & Oversight Agreements to state:

“If actual costs will exceed the amount of payment, the **Parties** will enter into an amendment to this Agreement prior to any such costs being incurred. If the actual cost of the work is less than **[\$\$amount]**, the **Department** will reimburse the **Municipality** any overpayment.”

NCDOT has previously declined to revise the Adjustment of Funding section in this type of agreement and has maintained the original language. NCDOT staff cannot confirm that expenses will not exceed \$10,000. Any expense that exceeds the \$10,000 provided will be billed to the Town for payment. The Agreement also requires that the Town indemnify NCDOT and the State of North Carolina.

Due to the indemnification provision and NCDOT’s rejection of the Town’s recommended language in prior Review and Oversight Agreements, the unrevised Agreement is being presented to Town Council.

Attachments

- CN1-A1: Agreement ID 1000027711: Widen Apex Peakway from Center Street to Old Raleigh Road, NCDOT Review and Oversight Agreement



AGREEMENT OVERVIEW

NORTH CAROLINA
WAKE COUNTY

DATE: 11/14/2025

PARTIES TO THE AGREEMENT:

PROJECT NUMBERS:

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

WBS ELEMENTS: 36249.5151

AND

TOWN OF APEX

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

SCOPE OF PROJECT (“Project”): Review of project plans and documents for the following: asymmetrically widen Apex Peakway from Center Street to Old Raleigh Road to four lanes; provide a 10 ft wide side path along the west side of Apex Peakway; reconstruct 5 ft wide sidewalk along the east side of Apex Peakway; and signal upgrades at the intersections with Center Street and Old Raleigh Road.

ESTIMATED COST TO OTHER PARTY: \$10,000

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

MAINTENANCE: Not Applicable

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: When work is complete and all terms are met.

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

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

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-18;and,

WHEREAS, the **Municipality** has requested that the **Department** provide review of certain items related to transportation improvements that will either affect the State Highway System or will be funded in the future with Federal or State funding administered by the **Department**; and,

WHEREAS, the **Parties** hereto wish to enter into an agreement for scoped work to be performed or provided by the **Department** with reimbursement for the costs thereof by the **Municipality** as hereinafter set out.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the **Parties** do hereby covenant and agree, each with the other, as follows:

II. RESPONSIBILITIES

- i. The **Municipality** will prepare plans or documents related to asymmetrically widen Apex Peakway from Center Street to Old Raleigh Road to four lanes; provide a 10 ft wide side path along the west side of Apex Peakway; reconstruct 5 ft wide sidewalk along the east side of Apex Peakway; and signal upgrades at the intersections with Center Street and Old Raleigh Road and shall submit to the Department for review and approval.
- ii. The **Department** will review said plans and documents and provide comments and/or approval back to the **Municipality**, as applicable.
- iii. The **Municipality** shall be responsible for payment as shown in the **COSTS AND FUNDING** Provision.

III. COSTS AND FUNDING

A. PROJECT COSTS

The **Municipality** shall reimburse the **Department** 100% of the actual cost of all work performed by the **Department**, including administrative costs. Based on the estimated cost of \$10,000, the **Municipality** shall submit payment for \$10,000 to the **Department's** Fiscal Section upon execution of this Agreement, per the attached "Remittance Guidance." Both **Parties** understand that this is an estimated cost and is subject to change.

B. ADJUSTMENT OF FUNDING

Upon completion of the project, if actual costs exceed the amount of payment, the **Municipality** shall reimburse the **Department** any under payment within sixty (60) days of invoicing by the **Department**. The **Department** will charge a late payment penalty and interest on any unpaid balance due in accordance with G. S. 147-86.23. If the actual cost of the work is less than \$10,000, the **Department** will reimburse the **Municipality** any overpayment.

IV. STANDARD PROVISIONS

A. AGREEMENT MODIFICATIONS

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

B. ASSIGNMENT OF RESPONSIBILITIES

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

C. AGREEMENT FOR IDENTIFIED PARTIES ONLY

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

D. OTHER AGREEMENTS

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

E. TITLE VI

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

F. AUTHORIZATION TO EXECUTE

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

G. DEBARMENT POLICY

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

H. INDEMNIFICATION

The **Municipality** will indemnify and hold harmless the FHWA (if applicable), the **Department** and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability, including those that may be initiated by third parties, in connection with the Project activities performed pursuant to this Agreement including construction of the Project, except for those claims arising out of the errors, omissions, or negligence of the **Department**, its respective officers, directors, principals, employees, agents, successors, and assigns.

I. AVAILABILITY OF FUNDS

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

J. COUNTERPARTS AND ELECTRONIC SIGNATURES

- i. This Agreement, and other documents to be delivered pursuant to this Agreement, may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document and will be effective when counterparts have been signed by each of the **Parties**. An image of a manual signature on this Agreement, or other documents to be delivered pursuant to this Agreement, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.
- ii. The **Parties** hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by email or a PDF document or using electronic signature technology (e.g. DocuSign, Adobe Sign, or other electronic signature technology), and that such signed record shall be valid and as effective to bind the **Party(ies)** so signing as a paper copy bearing a handwritten signature. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the electronic signature technology, the **Parties** consent to be legally bound by the terms and conditions

of Agreement and that such act constitutes a signature as if actually signed in writing. The **Parties** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Parties** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the electronic signature technology, will have the same effect as physical delivery of the paper document bearing an original written signature.

K. GIFT BAN

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

SIGNATURE PAGE

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

(DOCUSIGN ONLY)

TOWN OF APEX

Authorized Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Fed Tax ID No: _____

Finance Signer: _____

Remittance Address: _____

Print Name: _____

Title: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

SIGNATURE PAGE

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

(INK SIGNATURES)

TOWN OF APEX

Attest: _____ Authorized Signer: _____
By: _____ Print Name: _____
Title: _____ Title: _____
Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Fed Tax ID No: _____ Finance Signer: _____
Remittance Address: _____ Print Name: _____
_____ Title: _____
_____ Date Signed: _____

(DOCUSIGN)

DEPARTMENT OF TRANSPORTATION

By: _____
Print Name: _____
Title: _____
Date: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 10, 2026

Item Details

Presenter(s): Lisa Raschke, Special Events Manager

Department(s): Parks, Recreation and Cultural Resources

Requested Motion

Motion to approve an Standard Services Agreement (SSA) between Full Spectrum, LLC and the Town of Apex to operate a drone aerial light show, consisting of 250 LED drones, in the Town of Apex for a public performance on July 3rd, 2026, and authorize the Town Manager, or their designee, to execute the agreement on behalf of the Town.

Approval Recommended?

Yes

Item Details

Requesting approval of a Standard Services Agreement with Full Spectrum, LLC for a drone aerial light show as part of the July 3, 2026 Independence Day celebration.

Costs for fireworks and drone shows have increased nationwide in 2026 due to the 250th Anniversary of the United States and the event falling on a prime weekend date (Friday, July 3), resulting in higher demand and pricing.

The Town's previous vendor proposed doubling the cost of last year's show without increasing the number of drones and had limited creative capabilities and coordination concerns. After evaluating alternatives, staff recommends Full Spectrum, LLC, which proposed a 250-drone show at a comparable cost, enhancing the scale and overall quality of the display while reducing coordination needs.

The agreement includes a 10-12-minute aerial drone show, custom patriotic imagery, Federal Aviation Administration (FAA) compliance, certified pilots, and full installation and operational services. The total contract amount is \$40,000, with payments structured as 40% upon contract execution and 60% on the event date.

Approval of this agreement allows the Town to provide an enhanced Independence Day celebration while remaining competitive in a year of elevated national demand. This agreement is budgeted and spans across multiple fiscal years which requires Town Council action.

Attachments

- CN2-A1: Standard Services Agreement - Full Spectrum LLC - Town of Apex 250 LED Drone Public Performance on July 3, 2026



STATE OF NORTH CAROLINA	
COUNTY OF WAKE	STANDARD SERVICES AGREEMENT

THIS STANDARD SERVICES AGREEMENT (hereinafter “Agreement”) is entered into this by and between, Full Spectrum, LLC, a Georgia limited liability company with its principal business offices located at 1999 Parker Court Suite I, Stone Mountain, GA 30087 (the “Contractor”), and the Town of Apex, a municipal corporation of the State of North Carolina, (the “Town”). Town and Contractor may collectively be referred to as “Parties” hereinafter.

WITNESSETH:

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

SCOPE OF SERVICES.

- 1. The Contractor agrees to perform for the Town the following services:

Produce and operate a drone aerial light show, consisting of 250 LED drones, in the town of Apex, North Carolina for a public performance on July 3rd, 2026. The show will be approximately 10 – 12 minutes. The show choreography will include stock patriotic imagery as well as 5 to 6 custom images based on content and/or concepts provided by the Town of Apex and review of feasibility by Contractor. Contractor will work with the Town of Apex to create a story board of the show visuals as well as a custom soundtrack for the duration of the aerial flight. Upon approval of the story board, Contractor will produce the required artwork, choreography, and programming for the aerial display. All services will be performed as noted, and at the location described, in the Scope of Work section of Exhibit A (attached hereto and hereby incorporated into this Agreement). By way of this Agreement and in accordance with N.C.G.S. 15A-300.2 the Town hereby consents to the launch of drones from Town-owned property.

In the event of a conflict between the terms of the attached Exhibit A and this Agreement, this Agreement shall control.

2. SPECIFICATIONS.

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

3. TIME OF COMMENCEMENT AND COMPLETION.

Contractor shall commence the work required in this Agreement, as per Exhibit A, and the Contractor shall complete entire work no later than July 4, 2026. Contractor shall also comply with all timelines and deadlines documented in Exhibit A. If Contractor has not satisfactorily commenced or completed the work within the times specified, the Town may declare such delay a material breach of contract and may pursue all legal and equitable remedies. Any changes to the schedule(s) provided in the Agreement must be agreed to in writing by the Town and the Contractor. Notwithstanding anything to the contrary in this Section 3, in the event conditions exist that are not consistent with the operational site requirements as detailed in Exhibit A, it will not be a breach of this Agreement for the Contractor to delay the performance of services until the flight requirements are satisfied. If requirements cannot be met for the performance date Contractor may cancel services without breaching this Agreement.

4. CONSIDERATION AND PAYMENT OF SERVICES.

In consideration of the above services, the Town will pay the Contractor the total sum of \$ \$40,000.00 to be paid according to the schedule contained in Exhibit B, attached hereto. Town has the right to require the Contractor to produce for inspection all of Contractor's records and charges to verify the accuracy of all invoices. Town shall pay Contractor's invoices at times set forth above unless a bona fide dispute exists between Town and Contractor concerning the accuracy of said invoice or the services covered thereby.

5. INDEMNIFICATION.

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

6. APPLICABILITY OF LAWS AND REGULATIONS.

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

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

7. E-VERIFY COMPLIANCE.

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

requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

8. 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.

10. INSURANCE.

The Contractor shall maintain valid general liability insurance in the minimum amount of \$1,000,000, commercial automobile liability insurance in the minimum amount of \$2,000,000, and provide certificates of such insurance naming the Town of Apex as an additional insured by endorsement to the policies. If the policy has a blanket additional insured provision, the contractor's insurance shall be primary and non-contributory to other insurance. Additionally, the contractor shall maintain and show proof of workers' compensation and employer's liability insurance in the minimum amount of \$1,000,000. The Contractor shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company. All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Contractor to have sufficient insurance nor the requirement that Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

11. PRE-PROJECT SAFETY REVIEW MEETING.

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

12. ACTS OR OMISSIONS.

If Contractor's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Town or its agents, subcontractors, consultants, or employees, Contractor shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by the Town in each case, to the extent arising from such prevention or delay.

13. TERM AND TERMINATION.

(a) This Agreement shall commence as of the date executed by the last party to sign and shall continue thereafter until the completion of the Shows set forth in Exhibit A, unless sooner terminated pursuant to 13 (b) or 13 (c).

(b) Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party") if the Defaulting Party:

- i. Materially breaches this Agreement, and the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach, or such material breach is incapable of cure.
- ii. Becomes insolvent or admits its inability to pay its debts generally as they become due.
- iii. Is dissolved or liquidated or takes any corporate action for such purpose.
- iv. Makes a general assignment for the benefit of creditors.
- v. Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Notwithstanding anything to the contrary in 13(b)(i), Contractor may terminate this Agreement before the expiration date of the Term on written notice if Town fails to pay any amount when due hereunder: (a) and such failure continues for thirty (30) days after Town's receipt of written notice of nonpayment; or (b) more than two times in any 12-month period.

(d) Effect of Termination. Upon any expiration of the Term or termination of this Agreement, the obligations and rights of the parties hereto shall cease, provided that such expiration or termination of this Agreement shall not relieve the parties of any obligation or breach of this Agreement accruing prior to such expiration. If the event is cancelled due to weather Contractor shall 1) refund 10% of the cost associated with this Agreement to the Town; and 2) will provide the same or substantially similar services at a later date to be negotiated in good faith by the Parties at a discount of 15%. In the event Contractor fails to perform the services at the originally scheduled time for reasons unrelated to weather or operational and safety requirements as detailed in Exhibit A, the Town shall owe no further payment pursuant to this Agreement.

14. INTELLECTUAL PROPERTY.

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to the Town under this Agreement or prepared by or on behalf of Contractor in the course of performing the Services, including any items identified as such in Exhibit A (collectively, the "Deliverables"), except for any Confidential Information of the Town or the Town Intellectual Property Rights, shall be owned by Contractor. Contractor hereby grants the Town a license to use all Contractor Intellectual Property Rights on a non-exclusive, non-transferable, non-sublicensable, to the extent necessary to enable the Town to make reasonable use of the Deliverables and the Services.

All the Town trademarks, service marks, trade names, trade dress, logos, symbols and other identifying insignia ("Town Intellectual Property Rights") are and shall remain the sole and exclusive property of the Town. Contractor shall not use, or permit others to use, any Town Intellectual Property Rights for any purpose except as expressly permitted by the Town in writing. Contractor shall not do anything that could in any way conflict with the Town's use or ownership of such trademarks.

15. CONFIDENTIAL INFORMATION.

(a) All non-public, confidential or proprietary information of either party, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information"), disclosed by a party (the "Disclosing Party") to the other (the "Receiving Party"), whether disclosed orally or disclosed or accessed in written, electronic or other form or media in connection with the provision of the Shows and this Agreement is confidential, and shall not be disclosed or copied by the Receiving Party without the prior written consent of the Disclosing Party. Confidential Information does not include information that is:

- in the public domain;
- known to the Receiving Party at the time of disclosure; or
- rightfully obtained by the Receiving Party on a non-confidential basis from a third party.

(b) Receiving Party agrees to use the Confidential Information only to make use of the Services and Deliverables.

16. NOTICE.

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

<p>TO CONTRACTOR:</p> <p>Full Spectrum, LLC</p> <p>Attn: Paul Creasy PO Box</p> <p>871007Stone Mountain, GA 30087</p> <p>pcreasy@fullspecllc.com</p>	<p>TO TOWN:</p> <p>Town of Apex Attention:</p> <p>Lisa Raschke</p> <p>PO Box 250Apex, NC 27502</p> <p>Lisa.Raschke@apexnc.org</p> <p>Invoices: Apex.Invoices@apexnc.org</p>
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17. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Contractor nor Town, having taken commercially reasonable precautions, shall be in default of the

provisions of this Agreement for delays in performance due to forces beyond the control of the parties. "Forces beyond the control of the parties" shall mean, but is not limited to, delay caused by natural disaster, fire, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disobedience, or other event reasonably outside of the parties' control. Due to the ever-changing circumstances surrounding the COVID- 19 pandemic, situations may arise during the performance of this Agreement that affect availability of resources and staff of Contractor or the Town. There could be changes in anticipated performance times and service costs. Contractor will exercise reasonable efforts to overcome the challenges presented by current circumstances. In the event of changes in performance times or service costs caused by the COVID- 19 pandemic the Town reserves the right to terminate this Agreement in accordance with its terms. The Parties agree that they shall not be liable to each other for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 pandemic.

18. INTENTIONALLY DELETED.

19. NONWAIVER FOR BREACH.

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

20. CONSTRUCTION.

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

21. NO REPRESENTATIONS.

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

22. SEVERABILITY.

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

23. COUNTERPARTS.

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

24. MODIFICATION.

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

25. BINDING EFFECT.

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

26. ASSIGNMENT.

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

27. INDEPENDENT CONTRACTOR.

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

28. NON-APPROPRIATION.

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

29. IRAN DIVESTMENT ACT CERTIFICATION.

N.C.G.S. 147-86.60 prohibits the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina from contracting with any entity that is listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.

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

30. 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.

31. 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

Full Spectrum, LLC

X _____

[empty member name]
Email: pcreasy@fullspecllc.com
Timestamp: [empty signing timestamp]

Town of Apex

X _____

Randal E. Vosburg, Town Manager
Email: [empty member email]
Timestamp: [empty signing timestamp]

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

X _____

[empty member name] , Finance Director
Email: jon.griffin@apexnc.org
Timestamp: [empty signing timestamp]

EXHIBIT A

Scope of Work

Show

FULL SPECTRUM LLC. will produce and operate a drone aerial light show, consisting of 250 LED drones, in the town of Apex, North Carolina for a public performance on July 3rd, 2026.

The show will be approximately 10 – 12 minutes. The show choreography will include stock Patriotic imagery as well as 5 to 6 custom images based on content and/or concepts provided by the Town of Apex and review of feasibility by Full Spectrum.

Full Spectrum will work with the Town of Apex to create a story board of the show visuals as well as a custom soundtrack for the duration of the aerial flight. Upon approval of the story board, Full Spectrum will produce the required artwork, choreography, and programming for the aerial display.

Matrix of Responsibility

	Apex	Full Spectrum
Artistic creation		X
Drone programming		X
On-site Access for Flight Team	X	
On-site System Installation		X
Secure / Weather Protected Flight Control Area (approx. 150 sq ft)	X	

Secured Launch Area (approx. 100' x 100')		
On-Site Power (4 – 5 110V Circuits)	X	
Crowd control and flight safety envelope crowd separation (to be further defined based on site survey)	X	
Road and Area Closures as required	X	
Venue Sound System	X	
Custom Imagery Rights	X	
Flight Team Housing		X
Site Security (flight and non-flight times)	X	
FAA Permitting		X
City Permitting	X	

Preliminary Planning

Phasing	Start Date	End Date
Project Commitment	January 2026	
Site Survey	January 2026	February 2026
Flight Authorizations	February 2026	March 2026

Artistic Creation	March 2026	April 2026
On-site Access and Facilities	July 2, 2026	July 4, 2026
On-site System Installation	July 2, 2026	July 4, 2026
Show Rehearsal	July 2, 2026	
Show Performance	July 3, 2026	
Show Strike	July 3, 2026	July 4, 2026

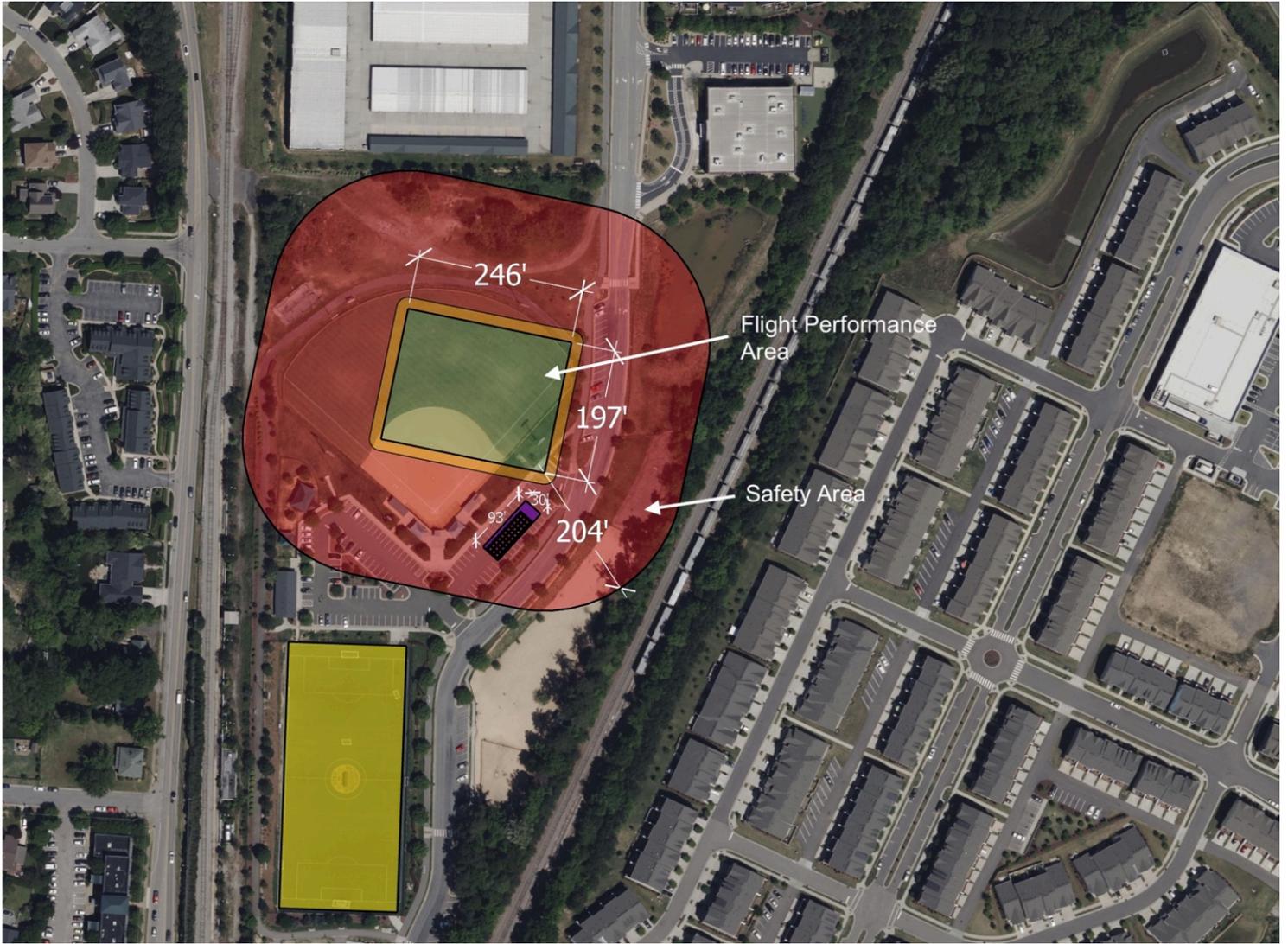
Planning Notes:

The show rehearsal is a full flight show required prior to the show performance. As with the show performance, the rehearsal flight must also meet the site flight requirements with appropriate closures and securing of the flight area.

Site Flight Requirements

Type	Requirement
Weather	No rain from 45 min before flight up to end of flight Visibility greater than 3 miles Ceiling greater than 1000' No approaching storm cells, tornados, or meteorological events that could impact flight operations
Wind limit	18 mph; gust 16.5 mph; sustained
Flight Area	Clearance of the flight area given by Customer at least 30 minutes before flight and secured until landing and all clear
Wireless Comms	Proper wifi signal / minimal interference; Proper satellite signal

Preliminary Lay Out



- Final Flight Operations Layout to be provided after site survey

Safety Requirements

Flight Envelope

The flight envelope is comprised of both the active flight area for the show as well as an additional perimeter safety area. This flight envelope is based on the number of drones, the height of the show performance, and FAA (Federal Aviation Administration) requirements.

As a standard procedure during flight operations, at any point during the performance, it may be necessary to land drones in the flight envelope. As such, the entire flight envelope footprint must be clear of all guests or non-flight team personnel as well as personal property - for example, vehicles, if flying over a parking lot.

For safety to personnel and property, no entry or transitioning through the flight envelope is permitted during the entire performance (from take-off to landing). Any breach may result in the show being impacted. Full Spectrum is not responsible for personal property in the flight envelope footprint.

Federal Aviation Administration

Full Spectrum conducts and operates all flight performance with certified 107 drone pilots, trained ground team personnel and in compliance with authorizations granted from the FAA for commercial drone show performances.

As a part of any drone operations, the FAA is notified of the proposed show operations and NOTAMS are issued for local air traffic.

In the event of any other air traffic incident on the flight envelope, it may be necessary to hold the show or land the show prior to completion in compliance with FAA requirements.

EXHIBIT B

Fee Schedule

Show Costs

July 3, 2026 Apex Drone Show: \$40,000.00

Includes:

- Creative Design
- Show Choreography
- Show Soundtrack
- Aerial LED Drone Equipment
- Ground Control System
- System Installation
- Flight Team
- Show Operations
- Show Equipment Strike

Fee Schedule

Milestone	Payment due date	Amount
Initial Payment (40%)	At start of the contract	\$16,000.00
Show Payment (60%)	July 3, 2026	\$24,000.00
-	-	
	TOTAL	\$40,000.00

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 10, 2026

Item Details

Presenter(s): Russell Dalton, Traffic Engineering Manager

Department(s): Transportation and Infrastructure Development

Requested Motion

Motion to approve a Utility Relocation Agreement with Duke Energy Progress, LLC for relocation of electric facilities along Jessie Drive related to Jessie Drive Phase 1 Improvements, and to authorize the Town Manager, or their designee, to execute the agreement on behalf of the Town.

Approval Recommended?

Yes

Item Details

The Town is anticipating construction of the Jessie Drive Phase 1 Improvements Project to begin construction in summer 2026 based on CIP funding identified in FY27. There is a cost to Apex for Duke Energy to relocate electric facilities to accommodate the road construction. The Utility Relocation Agreement requires reimbursement from Apex to Duke Energy based on actual direct and related indirect costs. The itemized estimate from Duke Energy in the amount of \$575,967.10 is based on approved plans to clear utility easements of trees and relocate utility services including poles and lines. Staff recommend authorizing this work as soon as possible to avoid impacts to the construction schedule for the road, and note that the estimate is only valid for 90 days from 12/3/2025.

Acquisition for the Jessie Drive project is complete and NCDOT has issued the encroachment agreements. The roadway design consultant is in the process of submitting the erosion control permit application since right of way has been required.

Attachments

- CN3-A1: Utility Relocation Agreement, Duke Energy Progress Project Number: PFP966108





January 30, 2026

Town of Apex
Attn.: Russell Dalton Russell.dalton@apexnc.org
P.O. Box 250
Apex, NC 27502

RE:	Project:	Jessie Drive Widening
	Company Project #:	PFP966108
	County:	Wake
	Location / State:	Apex, NC
	Proj Requirements:	Utility Relocation Agreement; Actual Cost Billing; Non-Betterment Work
	Proj Description:	Relocate DE company facilities out of the way of Town of Apex Jessie Drive Extension & Widening.

Attached are copies of our detailed estimates in the amount of \$575,967.10 and copies of our relocation design drawings covering our proposed relocation of Duke Energy’s facilities in conflict with this project. This estimate is valid for 90 days and is based on the design as shown on the attached drawings. Estimates may be revised due to change in scope or if right of way is not obtained. The estimate will be updated if the authorization to proceed is received after the 90 day deadline.

If you find this estimate in order, please authorize us to proceed with this work and upon completion thereof, to bill the government customer per the project requirements located at the top of this letter. If you have any questions related to this agreement, plans, estimate, or final invoice please contact one of the following:

Robert Butler, Engineering Tech at Robert.Butler2@duke-energy.com or 919-654-6595
Matthew Wynne, Lead Engineering Tech at Matthew.Wynne@duke-energy.com or 919-431-4748
Josiah Shackleton, Program Mngr. at Josiah.Shackleton@duke-energy.com or 919-917-5015

Please return the signed agreement to highway.relocation@duke-energy.com.

Sincerely,



Josiah Shackleton
Highway Relocation Program Manager
Duke Energy

JS:db

Cc. Robert Butler, Robert.Butler2@duke-energy.com
Matthew Wynne, Matthew.Wynne@duke-energy.com

Utility Relocation Agreement
Town of Apex
Jessie Drive Widening
Duke Energy Progress Project Number: PFP966108
County: Wake State: NC

This Utility Relocation Agreement (“Agreement”) made this _____ day of _____, 20___, by and between Town of Apex, hereinafter referred to as TOA and Duke Energy Progress,LLC. hereinafter referred to as the COMPANY. The TOA and Company acknowledge that this Agreement and any Agreement amendment documents requiring signatures may be transmitted electronically. TOA and Company stipulate that if this Agreement is transmitted electronically, the electronic transmittal of the original execution signatures shall be treated as original signatures and given the same legal effect as an original.

WITNESSETH:

THAT WHEREAS, TOA, will submit a project for construction as follows: Relocate COMPANY facilities out of the way of the Town of Apex Jessie Drive Extension & Widening project.

WHEREAS, the construction of said Project will require certain adjustments to be made to the existing facilities of the COMPANY:

NOW, THEREFORE, In order to facilitate the orderly and expeditious relocation of the said facilities of the COMPANY, TOA and the COMPANY have agreed as follows:

1. That any work performed under this Agreement shall comply with the NCDOT “POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITITES ON HIGHWAY RIGHT OF WAY”, dated January 1, 1975 and such amendments thereto as may be in effect at the date of this Agreement. The work to be performed by the COMPANY shall conform with Federal Highway Administration’s Federal-Aid Policy Guide, Subchapter G, Part 645, Subpart A hereinafter referred to as FAPG dated December 9, 1991, and such Agreements thereto as may be in effect at the date of this Agreement. The provisions of said FAPG and amendments thereto are incorporated in this Agreement by reference as fully as if herein set out. Any work performed under this Agreement not in compliance with FAPG shall constitute unauthorized work and TOA shall be relieved of

participating in the costs of such unauthorized work unless such work is done pursuant to a supplemental Agreement attached to and made a part hereof.

2. That the COMPANY will prepare an estimate, broken down as to estimated cost of labor, construction overhead, materials, and supplies, handling charges, transportation and equipment, rights of way, preliminary engineering and construction engineering, including itemization of appropriate credits for salvage and betterments, all in sufficient detail to provide TOA a reasonable basis for analysis. Unit cost, such as broad gauge units of property, may be used for estimating purposes where the COMPANY uses such units in its own operations. The COMPANY will also prepare plans, sketches or drawings showing their existing facilities, temporary and permanent changes to be made with reference to the TOA's new right of way or easements using appropriate nomenclature, symbols, legend, notes, color coding or the like. The before mentioned estimate and plans are attached hereto and made a part hereof. There are no costs for changes not necessitated by the construction of the Project, nor for changes made solely for the benefit or convenience of the COMPANY, or its contractor. The attached estimate is valid for 90 days and is based on design shown in the attached drawings. The estimates will be updated and an amendment to this agreement may be initiated if the scope of the Project changes (causing cost to exceed original estimate) or new right of way cannot be obtained (causing a delay in the relocation construction).
3. That TOA's authority, obligation, or liability to pay for relocations as set forth in the Agreement is based on the COMPANY having a right of occupancy in its existing location by reason of holding the fee, as easement or other real property interest, the damaging or taking of which is compensable in eminent domain.
4. That payment for all work done hereunder shall be made in accordance with the requirements of FAPG unless payment is being made pursuant to a supplemental Agreement attached to and made a part of this Agreement.
5. That the construction work provided for in this Agreement will be performed by the method or methods as specified below:

X BY COMPANY'S REGULAR FORCE: The COMPANY proposes to use its regular construction or maintenance crews and personnel at its standard schedule of wages and working hours in accordance with the terms of its Agreement with such employees.

 X BY EXISTING WRITTEN CONTINUING CONTRACT: The COMPANY proposes to use an existing written continuing contract under which certain work as shown by the COMPANY's estimate is regularly performed for the COMPANY and under which the lowest available costs are developed.

 BY CONTRACT: The COMPANY does not have adequate staff or equipment to perform the necessary work with its own forces. The COMPANY proposes to award a contract to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed as set forth in an appropriate solicitation for bids.

6. a. It is contemplated by the parties hereto that the construction of this TOA project is in progress.
b. Based on the best information available at the present time to the COMPANY, indicated applicable paragraph, below:

 Materials are available and it is expected that work will be complete prior to road construction.

 All work will take place during TOA construction and arrangements for said work will be coordinated with TOA construction operations at pre-construction conference.

 X Work will begin promptly upon notification by TOA; however, it is not expected to be complete prior to road construction, any remaining work will be coordinated with TOA construction operation at pre-construction conference.

 Other (Specify) _____

7. That the method used by the COMPANY in developing the relocation costs shall be as indicated by Paragraph (a), (b), or (c) as follows:
- a. X Actual direct and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- b. Actual direct and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by TOA.

c. _____ On a lump -sum basis where the estimated cost to the TOA does not exceed \$100,000.00, Except where unit costs are used and approved, the estimate shall show such details as man-hours by class and rate; equipment charges by type, size and rate; materials and supplies by items and price; and payroll additives and other overhead factors.

8. Indicate If (a), (b), or (c) applicable:

- a. X That the replacement facility is not of greater functional capacity or capability than the one it replaces, and includes no COMPANY betterments.
- b. _____ That the replacement facility involves COMPANY betterments, or is of greater functional capacity or capability than the one it replaces.
- c. _____ That the replacement facility is other than a segment of the COMPANY’S service, distribution, or transmission lines, such as a building, pumping station, ration plant, power plant or substation, production or transfer of storage facilities and other similar operating units of the COMPANY’s physical plant or operating facilities,

If (c) is applicable, set forth credit to the project for the accrued depreciation of the facility being replaced.

9. That the total estimated cost of the work proposed herein, including all cost to the COMPANY less any credit for salvage, to complete the Project is estimated to be _____ \$ 575,967.10

The estimated non-betterment cost to TOA, including all cost less any credits for salvage, betterment and additional work done by the COMPANY will be _____ \$ 575,967.10

The estimated cost to the COMPANY including betterments and any additional work done by the COMPANY will be _____ \$ 0.00

(The above costs shall be supported by attached estimate and plans)

10. That in the event it is determined there are changes in the Agreement’s scope of work which require additional work be conducted by COMPANY under this Agreement, then COMPANY’s reimbursement shall be limited to all costs covered by either a written modification of this Agreement or by a written change order or extra work order approved by TOA (collectively, a “Change Order”); provided, however TOA shall not unreasonably refuse its consent to such Change Order.

11. Periodic progress billings of incurred costs will be made by the COMPANY to TOA not to exceed monthly intervals for no less than \$3,000.00 each; however, total progress billing payments shall not exceed 95% of the approved non-betterment estimate. One final and detailed complete billing of all cost shall be made by the COMPANY to TOA at the earliest practicable date after completion of work. The statement of final billing shall follow as closely as possible the order of the items in the estimate portion of this Agreement.

12. That TOA shall have the right to inspect non-reusable materials of the COMPANY recovered on this Project prior to disposal by sale or scrap.
13. That TOA shall have the right to inspect all books, records, accounts and other documents of the COMPANY pertaining to the work performed by it under this Agreement at any time after work begins and for a period of 3 years from the date final payment has been received by the COMPANY.
14. That the COMPANY obligates itself to erect, service and maintain the facilities to be retained and installed over and along the roadway within the roadway right of way limits in accordance with all applicable laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.
15. That if, in the future, it becomes necessary due to roadway construction or improvement to adjust or relocate utilities covered in this Agreement being relocated at the expense of the requesting party that are crossing or otherwise occupying roadway right of way, the non-betterment cost of same will be that of the requestor.
16. That if, at any time, the TOA shall require the relocation of or changes in the location of the encroaching facilities covered in this Agreement being relocated at COMPANY expense, the COMPANY binds itself, its successors and assigns, to promptly relocate or alter the facilities, in order to conform to the said requirements, without any cost to TOA.
17. That the COMPANY agrees to relinquish their rights in that portion of right of way vacated by their existing facilities now absorbed within roadway right of way, and agrees to execute such instruments as may be reasonably requested by TOA evidencing that relinquishment.
18. That COMPANY shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify) and shall require all of their subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

IN WITNESS WHEREOF, the parties hereby have affixed their names by their duly authorized officers the day and year first above written.

Town of Apex

By: _____

Name: _____

Title: _____

DUKE ENERGY PROGRESS, LLC.

By: Josiah Shackleton

Josiah Shackleton
HIGHWAY RELOCATION PROGRAM MANAGER

State of North Carolina, County of Wake

KNOW ALL MEN BY THESE PRESENTS, That Cora Toomer (widow) Herman Hunter & wife, Ethel Hunter, grantor(s),

of said County and State, in consideration of the sum of \$ 100, to me (us) in hand paid by CAROLINA POWER & LIGHT COMPANY, the receipt whereof is hereby acknowledged, do hereby grant unto said CAROLINA POWER & LIGHT COMPANY, its successors and assigns, the right, privilege and easement to go in and upon that certain tract or lot of land situated in said County and State, containing 106 acres, bounded by lands of

Clay Hunter - Jessie Hunter & others

and to construct, maintain and operate in, upon, and through said premises, in a proper manner, with poles, wires and other necessary apparatus and appliances, a line for the purpose of transmitting power by electricity, together with the right at all times to enter upon said premises for the purpose of inspecting said line and making necessary repairs and alterations thereon; and the right to permit the attachment of and/or carry in conduit wires and cables of any other company or person; together with the right at all times to cut away and keep clear of said line all trees and other obstructions that may, in any way, endanger the proper maintenance and operation of the same. To have and to hold the aforesaid right, privilege and easement unto the CAROLINA POWER & LIGHT COMPANY, its successors and assigns forever.

IN WITNESS WHEREOF, the said grantor(s) do hereunto set their hand(s) and seal(s), this 2 day of Feb., 1951.

WITNESS: _____

Cora Toomer [SEAL]
Herman Hunter [SEAL]
Ethel Hunter [SEAL]

_____ [SEAL]

STATE OF NORTH CAROLINA, _____ COUNTY.

The due execution of the foregoing instrument by _____, the grantor therein named, for the purposes therein expressed, was this day duly proven before me by the oath and examination of _____, the subscribing witness thereto.

Witness my hand and notarial seal, this _____ day of _____, 19____.

My commission expires _____, Notary Public.

STATE OF NORTH CAROLINA, Wake COUNTY.

I, Ira F. Johnson, a Notary Public within and for Wake County,

North Carolina, do hereby certify that Cora Toomer (widow) Herman Hunter & wife, Ethel Hunter personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Notary Seal Witness my hand and notarial seal, this 2 day of Feb., A.D. 1951.
My commission expires July 8, 1952 Ira F. Johnson Notary Public.

STATE OF NORTH CAROLINA, Wake COUNTY.

The foregoing certificate of Ira F. Johnson, A.N.P., of Wake County, nc. is adjudged to be correct. Let the instrument, with the certificates, be registered.

Done this 21 day of May, 1951. Dora Stokes Dep. Clerk Superior Court.

Filed for registration on the 21 day of May, 1951, at 8:30 o'clock a M., and registered.

Book 1074
Page 159
June 6, 1951
Hunter Ellington Register of Deeds.
Per Margaret Long Clerk

State of North Carolina, County of Wake

KNOW ALL MEN BY THESE PRESENTS, That C. C. Jones & wife, Mrs. Lela E. Jones, grantor(s).

of said County and State, in consideration of the sum of \$ 100, to me (us) in hand paid by CAROLINA POWER & LIGHT COMPANY, the receipt whereof is hereby acknowledged, do hereby grant unto said CAROLINA POWER & LIGHT COMPANY, its successors and assigns, the right, privilege and easement to go in and upon that certain tract or lot of land situated in said County and State, containing 94 acres, bounded by lands of Jesse Hunter - W. C. Matthews Estate & others

and to construct, maintain and operate in, upon, and through said premises, in a proper manner, with poles, wires and other necessary apparatus and appliances, a line for the purpose of transmitting power by electricity, together with the right at all times to enter upon said premises for the purpose of inspecting said line and making necessary repairs and alterations thereon; and the right to permit the attachment of and/or carry in conduit wires and cables of any other company or person; together with the right at all times to cut away and keep clear of said line all trees and other obstructions that may, in any way, endanger the proper maintenance and operation of the same. To have and to hold the aforesaid right, privilege and easement unto the CAROLINA POWER & LIGHT COMPANY, its successors and assigns forever.

IN WITNESS WHEREOF, the said grantor(s) do hereunto set their hand(s) and seal(s), this 9 day of March, 1951.

WITNESS: C. C. Jones [SEAL]
Mrs. Lela E. Jones [SEAL]
[SEAL]
[SEAL]
[SEAL]

STATE OF NORTH CAROLINA, _____ COUNTY.

The due execution of the foregoing instrument by _____, the grantor therein named, for the purposes therein expressed, was this day duly proven before me by the oath and examination of _____, the subscribing witness thereto.

Witness my hand and notarial seal, this _____ day of _____, 19____.

My commission expires _____, Notary Public.

STATE OF NORTH CAROLINA, Wake COUNTY.

I, Ira F. Johnson, a Notary Public within and for Ansion County,

North Carolina, do hereby certify that C. C. Jones & wife, Mrs. Lela E. Jones personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 9 day of March, A.D. 1951.

My commission expires July 8, 1952 Ira F. Johnson Notary Public.

STATE OF NORTH CAROLINA, Wake COUNTY.

The foregoing certificate of Ira F. Johnson, a N.P. of Ansion County, is adjudged to be correct. Let the instrument, with the certificates, be registered.

Done this 21 day of May, 1951 Dora Stokes Dep. Clerk Superior Court.

Filed for registration on the 21 day of May, 1951, at 8:30 o'clock a M., and registered.

Book 1074
Page 170
June 6, 1951
Ydunter Ellington Register of Deeds.
Per Margaret Long Deputy.

CP 31

me

STATE OF NORTH CAROLINA

COUNTY OF Wake

DRAWN BY OR UNDER THE DIRECTION OF: ANDREW M. CARROLL ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That Five Star Development Corporation

a corporation, hereinafter called "Grantor", in consideration of the sum of \$ 1.00, in hand paid by CAROLINA POWER & LIGHT COMPANY, the receipt whereof is hereby acknowledged, hereby grants unto said CAROLINA POWER & LIGHT COMPANY, hereinafter called "Company", its successors and assigns, the right, privilege and easement to go in and upon that certain tract or lot of land situated in White Oak Township in said County and State, containing 21.34 acres, more or less, bounded by land of being the land described in a deed from John V. Dierickx & wife, Jackie P. Dierickx to Five Star Development Corporation dated September 16, 1985, and recorded in Deed Book 3559, Page 266, Wake County Registry.

and to construct, maintain and operate in, upon, and through said premises, in a manner suitable to it, with poles, wires, cables, underground conduits, and other necessary apparatus and appliances, a line, or lines for the purpose of transmitting power by electricity, together with the right at all times to enter upon said premises for the purpose of inspecting said lines and making necessary repairs and alterations thereon; and the right to permit the attachment of and/or carry in conduit wires and cables of any other company or person; together with the right at all times to cut away and keep clear of said lines all trees and other obstructions that may, in any way, endanger the proper maintenance and operation of the same.

Notwithstanding anything to the contrary above, it is understood and agreed that: (1) the right-of-way herein granted is for a system of electric lines to provide electric service at any point where needed on the above-described land, portions of which system may be installed immediately, and other portions to be installed in the future as the need for electric service develops; and (2) said electric lines shall be installed at locations mutually suitable to the parties hereto.

PRESENTED FOR REGISTRATION IN C. WILKINS REGISTER OF DEEDS WAKE COUNTY, NC MAY 19 16 AM '85

TO HAVE AND TO HOLD the aforesaid right, privilege and easement unto CAROLINA POWER & LIGHT COMPANY, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name by its duly authorized officers and its corporate seal to be hereunto affixed, this 20TH day of MAY, 1986.



Five Star Development Corporation
By: Douglas W. Ward
Vice President

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Karen D. Ward, a Notary Public of Wake County, North Carolina, do hereby certify that Douglas W. Ward, Karen D. Ward personally came before me this day and acknowledged that he (she) is Secretary of Five Star Development Corporation, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself (herself) as its Secretary.

Witness my hand and notarial seal, this 20TH day of MAY, 1986.
Karen D. Ward
Notary Public
My Commission Expires 3-18-89

NORTH CAROLINA - WAKE COUNTY
The foregoing certificate of Karen D. Ward
Notary Public is
(are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof

KENNETH C. WILKINS, Register of Deeds

By: P. Anne Redd
Deputy Register of Deeds

STATE OF NORTH CAROLINA
COUNTY OF Wake

DRAWN BY OR UNDER THE
DIRECTION OF:
ANDREW M. DANIEL
ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the undersigned Ruth Hunter
Wife

of said County and State, in consideration of the sum of \$ 1.00, in hand paid by CAROLINA POWER & LIGHT COMPANY, the receipt whereof is hereby acknowledged, hereby grant(s) unto said CAROLINA POWER & LIGHT COMPANY, its successors and assigns, the right, privilege, and easement to go in and upon that certain tract or lot of

land situated in White Oak Township in said County and State, containing _____
acres, more or less, bounded by lands of NCSR # 1264 ON THE SOUTH, DORNE
RAVE ON THE EAST, AND JANE MATTHEWS ON THE
WEST

and to construct, maintain and operate in, upon, and through said premises, in a manner suitable to it, with poles, wires and other necessary apparatus and appliances, a line, or lines for the purpose of transmitting power by electricity, together with the right at all times to enter upon said premises for the purpose of inspecting said lines and making necessary repairs and alterations thereon; and the right to permit the attachment of and/or carry in conduit wires and cables of any other company or person; together with the right at all times to cut away and keep clear of said lines all trees and other obstructions that may, in any way, endanger the proper maintenance and operation of the same.

PRESENTED
FOR
REGISTRATION
JUN 19 10 00 AM '26
KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY, N.C.

TO HAVE AND TO HOLD the aforesaid right, privilege and easement unto CAROLINA POWER & LIGHT COMPANY, its successors and assigns, forever.

IN WITNESS WHEREOF, the undersigned do her hereunto set her hand (s) and seal (s), this 9th day of May, 1926.

Witnesses: Ruth Hunter (Seal)

_____ (Seal)

STATE OF NORTH CAROLINA, _____ County.

I, _____, a Notary Public of _____ County, North Carolina, certify that _____ personally appeared before me this day and, being duly sworn, stated that, in his (her) presence,

signed the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 19____.

My commission expires the _____ day of _____, 19____.

STATE OF NORTH CAROLINA, Wake County.
I, Thomas E. Kee, Jr., a Notary Public of Wake County, North Carolina, do hereby certify that Ruth Hunter

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 2th day of May, 1926.

My commission expires the 12th day of October, 1927.

NORTH CAROLINA - WAKE COUNTY

The foregoing certificate of Thomas E. Kee, Jr.

Notary (ies) Public is

(are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof

KENNETH C. WILKINS Register of Deeds

By Thomas E. Kee, Jr.
Asst / Deputy Register of Deeds

STATE OF NORTH CAROLINA

COUNTY OF Wake

DRAWN BY OR UNDER THE DIRECTION OF ANDREW M. DANIEL ATTORNEY

And

KNOW ALL MEN BY THESE PRESENTS, That the undersigned Mary W. Baker and husband, Duane Baker

of said County and State, in consideration of the sum of \$ 1.25, in hand paid by CAROLINA POWER & LIGHT COMPANY, the receipt whereof is hereby acknowledged, hereby grant(s) unto said CAROLINA POWER & LIGHT COMPANY, its successors and assigns, the right, privilege, and easement to go in and upon that certain tract or lot of

land situated in White Oak Township in said County and State, containing 1.2 acres, more or less, bounded by lands of N.S.P. = 1294 20' line south Queen Hunter on the west, and East Chappell on the east

and to construct, maintain and operate in, upon, and through said premises, in a manner suitable to it, with poles, wires and other necessary apparatus and appliances, a line, or lines for the purpose of transmitting power by electricity, together with the right at all times to enter upon said premises for the purpose of inspecting said lines and making necessary repairs and alterations thereon; and the right to permit the attachment of and/or carry in conduit wires and cables of any other company or person; together with the right at all times to cut away and keep clear of said lines all trees and other obstructions that may, in any way, endanger the proper maintenance and operation of the same.

PRESENTED FOR REGISTRATION JUN 19 10 00 A.M. 1926 KENNETH C. WILKINS REGISTER OF DEEDS WAKE COUNTY N.C.

TO HAVE AND TO HOLD the aforesaid right, privilege and easement unto CAROLINA POWER & LIGHT COMPANY, its successors and assigns, forever.

IN WITNESS WHEREOF, the undersigned do hereunto set their hand (s) and seal (s), this 12 day of May, 1926.

Witnesses: Mary W. Baker (Seal) Duane Baker (Seal)

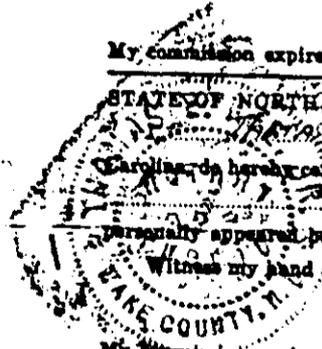
STATE OF NORTH CAROLINA, _____ County.

I, _____, a Notary Public of _____ County, North Carolina, certify that _____ personally appeared before me this day and, being duly sworn, stated that, in his (her) presence,

signed the foregoing instrument.

Witness my hand and official seal, this _____ day of _____, 19____.

My commission expires the _____ day of _____, 19____.



STATE OF NORTH CAROLINA, Wake County.

I, Thomas E. Kee, Jr., a Notary Public of Wake County, North Carolina, hereby certify that

Mary W. Baker and Duane Baker personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 12 day of May, 1926.

My commission expires the 17 day of October, 1927.

NORTH CAROLINA - WAKE COUNTY The foregoing certificate Thomas E. Kee, Jr.

(are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof

KENNETH C. WILKINS Register of Deeds

By Thomas E. Kee, Jr. Deputy Register of Deeds

STATE OF NORTH CAROLINA

COUNTY OF Wake

DRAWN BY OR UNDER THE DIRECTION OF: ANDREW WILKINS REGISTER OF DEEDS WAKE COUNTY, NC

KNOW ALL MEN BY THESE PRESENTS, That the undersigned Elizabeth A. Glembocki and husband, Thomas F. Glembocki

of said County and State, in consideration of the sum of \$ 1.00, in hand paid by CAROLINA POWER & LIGHT COMPANY, the receipt whereof is hereby acknowledged, hereby grant(s) unto said CAROLINA POWER & LIGHT COMPANY, its successors and assigns, the right, privilege, and easement to go in and upon that certain tract or lot of

land situated in White Oak Township in said County and State, containing 17 acres, more or less, bounded by lands of MCSR # 134 on the north, Poytic Woods Subdivision on the east, and Bill Britt on the west

and to construct, maintain and operate in, upon, and through said premises, in a manner suitable to it, with poles, wires and other necessary apparatus and appliances, a line, or lines for the purpose of transmitting power by electricity, together with the right at all times to enter upon said premises for the purpose of inspecting said lines and making necessary repairs and alterations thereon; and the right to permit the attachment of and/or carry in conduit wires and cables of any other company or person; together with the right at all times to cut away and keep clear of said lines all trees and other obstructions that may, in any way, endanger the proper maintenance and operation of the same.

PRESENTED FOR REGISTRATION JUN 19 10 00 AM 1986 KENNETH O. WILKINS REGISTER OF DEEDS WAKE COUNTY, NC

TO HAVE AND TO HOLD the aforesaid right, privilege and easement unto CAROLINA POWER & LIGHT COMPANY, its successors and assigns, forever.

IN WITNESS WHEREOF, the undersigned do hereunto set their hand (s) and seal (s), this 3rd day of June, 1986

Witnesses: Elizabeth A. Glembocki (Seal) Thomas F. Glembocki (Seal)

STATE OF NORTH CAROLINA, _____ County.

I, _____, a Notary Public of _____ County, North Carolina, certify that _____ personally appeared before me this day and, being duly sworn, stated that, in his (her) presence,

signed the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 19____. _____ Notary Public.

My commission expires the _____ day of _____, 19____.

STATE OF NORTH CAROLINA, Wake County.

I, Thomas E. Ke, Jr., a Notary Public of Wake County, North Carolina, do hereby certify that

Elizabeth A. Glembocki and Thomas F. Glembocki

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 3rd day of June, 1986.

Thomas E. Ke, Jr. Notary Public.

My commission expires the 12th day of October, 1987.

NORTH CAROLINA - WAKE COUNTY

The foregoing certificate of Thomas E. Ke, Jr.

(and) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

KENNETH WILKINS Register of Deeds

By Robert L. Jones Asst. Deputy Register of Deeds

NORTH CAROLINA WAKE COUNTY

BK 7213PG0048 PRESENTED FOR REGISTRATION

Know all Persons by this RIGHT OF WAY GRANT, that the undersigned AND WIFE, 1000016 W. VERGHESE - 1, MARGRITH W. VERGHESE AND WIFE, CHARLOTTE ANN ELLEMAN

of said County and State, in consideration of the sum of \$ 100 REGISTER OF DEEDS WAKE COUNTY in hand paid by Carolina Power & Light Company, the receipt whereof is hereby acknowledged, hereby grant(s) CAROLINA POWER & LIGHT COMPANY, its successors and assigns, the right, privilege and easement to go in and upon that certain land situated in WHITE OAK Township in said County and State, described as follows: AND BEING THE

LAND DESCRIBED IN A DEED FROM J. DENNEY POWELL ET AL TO KURUVILLA VERGHESE, DATED MARCH 11, 1975 AND RECORDED IN BOOK 2308, PAGE 77, WAKE COUNTY REGISTRY

and to construct, maintain, and operate thereon an overhead (underground) line consisting of poles, wires, cables, underground conduits, underground and ground mounted electrical enclosures and other pertinent facilities within a strip or area of land thirty (30) feet wide for overhead facilities and ten (10) feet wide for underground facilities along with a perimeter for ten (10) feet around the foundation of any enclosure for the purpose of transmitting electricity, with the right to do all things necessary or convenient thereto, including but not being limited to, the right: (a) to enter said strip at all times over the adjacent land to inspect, repair, maintain and after said line; (b) to keep said strip cleared of trees, shrubs, undergrowth, buildings or other structures; (c) to trim limbs from, and cut down any tree outside of said strip which may, in the opinion of Carolina Power & Light Company, endanger the overhead electric line or hinder the maintenance, operation, and use of the same; (d) to install at any place necessary on the overhead electric line, guy wires, anchors, and guards outside of said strip for the support of the line; and (e) to permit the attachment of wires, cables, and conduits of any other company or person.

The center line of the poles or structures which support said overhead line shall be the center line of said strip. The center line of the underground line shall be the center line of said strip.

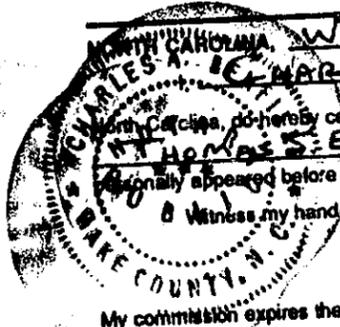
TO HAVE AND TO HOLD the aforesaid right, privilege and easement unto CAROLINA POWER & LIGHT COMPANY, its successors and assigns.

IN WITNESS WHEREOF this instrument has been duly executed under seal by the undersigned this 25th day of September, 1996.

Witness

Kuruvilla Vergheese (Seal) Margrith W. Vergheese (Seal) Thomas S. Elleman (Seal) Charlotte Ann Elleman (Seal)

WAKE COUNTY CHARLES A. BENFIELD, a Notary Public of WAKE County, do hereby certify that KURUVILLA VERGHESE, MARGRITH W. VERGHESE, THOMAS S. ELLEMAN, AND CHARLOTTE ANN ELLEMAN personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and notarial seal, this 25th day of SEPTEMBER, 1996.



My commission expires the 25th day of SEPTEMBER, 2000.

NORTH CAROLINA, COUNTY, a Notary Public of County,

North Carolina, certify that personally appeared before me this day and, being duly sworn, stated that, in his (her) presence,

signed the foregoing instrument. Witness my hand and notarial seal, this day of 19.

My commission expires the day of 19.

NORTH CAROLINA, WAKE COUNTY

The foregoing certificate(s) of Charles A. Benfield

a Notary (y) (ies) Public, is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown hereon.

By: KENNETH C. WILKINS, REGISTER OF DEEDS for WAKE County. Deputy/Assistant Register of Deeds.

RETURN TO: M. MASON, CP&L, OHS-12A3, 412 S. WILMINGTON ST., RALEIGH, NC 27601

FORM NO. 2497 6/90 RET. - PERM.

NORTH CAROLINA WAKE COUNTY BK 7213 PG 0049

PRESENTED FOR ERVIN L. HUNTER S.W.C.E.

Know all Persons by this RIGHT OF WAY GRANT, that the undersigned MELVIN HUNTER UNMARRIED; MARY H. HARRIS AND HUSBAND, LEO HARRIS; 000047 HARRIS AND HUSBAND, NATHANIEL HARRIS

of said County and State, in consideration of the sum of \$ 100 in hand paid by Carolina Power & Light Company, the receipt whereof is hereby acknowledged, hereby grant(s) unto CAROLINA POWER & LIGHT COMPANY, its successors and assigns, the right, privilege and easement to go in and upon that certain WHITE OAK Township in said County and State, described as follows: AND BEING THE LAND DESCRIBED IN A DEED FROM HERMAN E. HUNTER TO MARY H. HARRIS ET AL, DATED MARCH 4, 1985, AND RECORDED IN BOOK 3441, PAGE 603, WAKE COUNTY REGISTRY

and to construct, maintain, and operate thereon an overhead (underground) line consisting of poles, wires, cables, underground conduits, underground and ground mounted electrical enclosures and other pertinent facilities within a strip or area of land thirty (30) feet wide for overhead facilities and ten (10) feet wide for underground facilities along with a perimeter for ten (10) feet around the foundation of any enclosure for the purpose of transmitting electricity, with the right to do all things necessary or convenient thereto, including but not being limited to, the right: (a) to enter said strip at all times over the adjacent land to inspect, repair, maintain and alter said line; (b) to keep said strip cleared of trees, shrubs, undergrowth, buildings or other structures; (c) to trim limbs from, and cut down any tree outside of said strip which may, in the opinion of Carolina Power & Light Company, endanger the overhead electric line or hinder the maintenance, operation, and use of the same; (d) to install at any place necessary on the overhead electric line, guy wires, anchors, and guards outside of said strip for the support of the line; and (e) to permit the attachment of wires, cables, and conduits of any other company or person. The center line of the poles or structures which support said overhead line shall be the center line of said strip. The center line of the underground line shall be the center line of said strip.

TO HAVE AND TO HOLD the aforesaid right, privilege and easement unto CAROLINA POWER & LIGHT COMPANY, its successors and assigns.

IN WITNESS WHEREOF this instrument has been duly executed under seal by the undersigned this 3rd day of SEPTEMBER, 1996. (Seal) Ervin L. Hunter (Seal) Melvin Hunter (Seal) Mary H. Harris (Seal) Leo Harris (Seal) Beth Harris (Seal) Nathaniel Harris

NORTH CAROLINA, WAKE COUNTY CHARLES A. BENFIELD, a Notary Public of WAKE County, do hereby certify that ERVIN L. HUNTER, MELVIN HUNTER, MARY H. HARRIS, LEO HARRIS, BETTY HARRIS, AND NATHANIEL HARRIS personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and notarial seal, this 3rd day of SEPTEMBER, 1996. Charles A. Benfield, Notary Public. My commission expires the 25th day of SEPTEMBER, 2000.

NORTH CAROLINA, _____ COUNTY, a Notary Public of _____ County, North Carolina, certify that _____ personally appeared before me this day and, being duly sworn, stated that, in his (her) presence, _____ signed the foregoing instrument. Witness my hand and notarial seal, this _____ day of _____, 19____. _____ Notary Public. My commission expires the _____ day of _____, 19____.

NORTH CAROLINA, WAKE COUNTY The foregoing certificate(s) of Charles A. Benfield a Notary Public, is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown hereon.

By: KENNETH C. WILKINS, REGISTER OF DEEDS for WAKE County. Deputy/Assistant Register of Deeds. REGINALD SIMMONS

RETURN TO: M. MASON, CP&L, CHS-12A3, 412 S WILMINGTON ST., RALEIGH, NC 27601

EASEMENT

NORTH CAROLINA
WAKE COUNTY

Prepared By: Mary Beth McRaney
Return To: Duke Energy Progress, LLC
Attn: Mary Beth McRaney
1020 W. Chatham Street
Cary, NC 27511

THIS EASEMENT ("Easement") is made this 10TH day of OCTOBER, 2018
("Effective Date"), from SCOTT ALLEN ROSE, legally seperated, ("GRANTOR," whether one or more), to Duke Energy
Progress, LLC, a North Carolina limited liability company ("DEP"); its successors, licensees, and assigns.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto DEP, its successors, licensees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in White Oak Township, described as follows: PIN 0751732652, containing 3.42 acres, more or less, and being the land described in a deed from Jack Pascal Truelove and Carolyn Alexander Truelove, husband and wife, to Scott Allen Rose, legally separated, dated August 23, 2017, and recorded in Deed Book 16886, Page 811, Wake County Registry (the "Property"), LESS AND EXCEPT any prior out-conveyances, and to construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove electric and/or communication facilities thereon including but not limited to, supporting structures such as poles, cables, wires, guy wires, anchors, underground conduits, enclosures/transformers, vaults and manholes, and other appurtenant apparatus and equipment (the "Facilities") within an easement area being thirty (30) feet wide for the overhead portion of said facilities and twenty (20) feet wide for the underground portion of said facilities together with an area ten (10) feet wide on all sides of the foundation of any DEP enclosure/transformer, vault or manhole (the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for communication purposes of DEP and Incumbent Local Exchange Carriers. The centerline of the Facilities shall be the center line of the Easement Area.

The right, privilege and easement shall include the following rights granted to DEP: (a) ingress and egress over the Easement Area and over adjoining portions of the Property (using lanes, driveways and paved areas where practical as determined by DEP); (b) to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening or improvement; (c) to trim and keep clear from the Easement Area, now or at any time in the future, trees, limbs, undergrowth, structures or other obstructions, and to trim or clear dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of DEP, might interfere with or fall upon the Facilities; (d) to install guy wires and anchors extending beyond the limits of the Easement Area; and (e) all other rights and privileges reasonably necessary or convenient for DEP's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Area for the purposes described herein.

Notwithstanding anything to the contrary above, it is understood and agreed that: (1) the EASEMENT herein granted is for facilities to be installed at any point where needed on the above-referenced land of GRANTOR and/or where needed to serve adjoining lands, portions of which facilities may be installed immediately, and other portions installed in the future as the need develops; and (2) said facilities shall be installed at locations mutually agreeable to the parties hereto.

TO HAVE AND TO HOLD said rights, privilege, and easement unto DEP, its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEP that GRANTOR is the lawful owner of the Property and the Easement Area in fee and has the right to convey said rights and Easement.

IN WITNESS WHEREOF, this EASEMENT has been executed by GRANTOR and is effective as of the Effective Date herein.

Scott Allen Rose (SEAL)
 SCOTT ALLEN ROSE

Cynthia D Rose Notary Public Wake County, NC My Comm. Exp. <u>10/21/2018</u>

NORTH CAROLINA, Wake COUNTY

I, Cynthia D Rose, a Notary Public of Wake County, North Carolina, certify that SCOTT ALLEN ROSE personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT.

Witness my hand and notarial seal, this 10 day of October, 2018.

Cynthia D Rose Notary Public Wake County, NC My Comm. Exp. <u>10/21/2018</u>

Cynthia D Rose
 Notary Public
 My commission expires: 10/21/2018

CU Estimate
Project Estimation By Compatible Unit

Workorder: 37978692
Work Order Desc: Apex - Jessie Dr. Ext. & Widening (Sht 5 & 6) (Estimate)
Estimate: 12046232
Designer: Butler, Robert M

IR/T	QTY	CU	CU DESCRIPTION	MATERIAL COST	LABOR INSTALL	LABOR REMOVE	LABOR TRANSFER	SERVICE COST	SALVAGE VALUE
I	16	ANCH-PISA-MD-P	Anchor Power Installed Screw Anchor 8in 10000FT-LB Max Install Torque with 3/4in diameter x 7ft long rod	\$1,091.84	\$2,300.00	\$0.00	\$0.00	\$0.00	\$0.00
I	7	BKT-EM-POLE-1P-FG-P	Bracket Equipment Mount Pole Single Phase Fiberglass	\$313.32	\$359.94	\$0.00	\$0.00	\$0.00	\$0.00
I	10	BKT-INSL-POST-PTOP-STL-P	Bracket insulator post pole top steel	\$324.80	\$503.70	\$0.00	\$0.00	\$0.00	\$0.00
I	4	CABLE-GRIP-SGL-MD-P	Cable Grip single eye 2-2 1/2in cable diameter	\$261.96	\$6.64	\$0.00	\$0.00	\$0.00	\$0.00
I	39	CABLE-LGT-6-AL-TX-P	Cable Lighting 6 Aluminum Triplex	\$32.05	\$1.40	\$0.00	\$0.00	\$0.00	\$0.00
I	50	CABLE-SEC-410-AL-TX-P	(UOP) 600V Secondary Cable: 410 Aluminum Triplex with XLPE Insulation. (2) 410 cables and (1) 110 cable	\$111.87	\$1.41	\$0.00	\$0.00	\$0.00	\$0.00
I	32	CABLE-SVC-210-AL-TX-P	(UOP) 600V Service Cable: 210 Aluminum Triplex with XLPE Insulation. (2) 210 cables and (1)#2 cable	\$51.45	\$2.82	\$0.00	\$0.00	\$0.00	\$0.00
I	12	CABLE-SVC-410-AL-TX-P	(UOP) 600V Service Cable: 410 Aluminum Triplex with XLPE Insulation. (2) 410 Cables and (1) 110 Cable	\$26.85	\$1.41	\$0.00	\$0.00	\$0.00	\$0.00
I	10	CABLE-TAIL-EQ-6-TX-600V-P	(UOP) UG Equipment Tail for #6 Aluminum triplex with XLPE Insulation. (3) #6 Cables	\$6.22	\$12.48	\$0.00	\$0.00	\$0.00	\$0.00
I	60	CABLE-TAIL-RISER-210-TX-600V-P	(UOP) Secondary Riser Tail 600V 210 Aluminum Triplex with XLPE Insulation. (2) 210 Cables and (1) #2 Cable	\$96.46	\$2.82	\$0.00	\$0.00	\$0.00	\$0.00
I	60	CABLE-TAIL-RISER-410-TX-600V-P	(UOP) Secondary Riser Tail for 600V 410 triplex with XLPE Insulation. (2) 410 Cables and (1) 110 Cable	\$134.26	\$2.82	\$0.00	\$0.00	\$0.00	\$0.00
I	43506.67	CADD-ENGINEERING-P	DEP Cost Adder engineering fees (per dollar)	\$0.00	\$0.00	\$0.00	\$0.00	\$43,506.67	\$0.00
I	17512.25	CADD-FLAGGING-P	DEP Cost Adder flagging (per dollar)	\$0.00	\$0.00	\$0.00	\$0.00	\$17,512.25	\$0.00
I	11700	CADD-MISC-P	DEP Cost Adder miscellaneous (per dollar)	\$0.00	\$0.00	\$0.00	\$0.00	\$11,700.00	\$0.00
I	99947.11	CADD-TREE-TRIM-P	DEP Cost Adder tree trimming (per dollar)	\$0.00	\$0.00	\$0.00	\$0.00	\$99,947.11	\$0.00
I	4	CLAMP-DE-WDG-MD-P	Clamp dead end wedge 1/0AL-2/0AL	\$6.40	\$251.84	\$0.00	\$0.00	\$0.00	\$0.00
I	5	CLAMP-DE-WDG-SM-P	Clamp dead end wedge 6AL-2AL	\$6.25	\$314.80	\$0.00	\$0.00	\$0.00	\$0.00
I	20	CLAMP-NEU/SEC-DE-6-410-P	Secondary/Neutral Dead End 410AL-6CU	\$380.04	\$1,259.20	\$0.00	\$0.00	\$0.00	\$0.00
I	18	CLAMP-PRI-DE-6-410-P	Primary Dead End Clamp 410AL-6CU	\$342.05	\$23.14	\$0.00	\$0.00	\$0.00	\$0.00
I	8	CONN-OH-HLC-210CU-8CUSOL-P	Connector OH Hot Line Clamp 210CU-8CUSOL Line to 210CU-8CUSOL Tap	\$97.76	\$14.24	\$0.00	\$0.00	\$0.00	\$0.00
I	8	CONN-OH-STRP-COMP-110AL-P	Connector OH Strump Compression 110AL Line	\$73.68	\$14.24	\$0.00	\$0.00	\$0.00	\$0.00
I	21	CONN-OH-TF-STEM-2POS-500AL-P	Connector OH Transformer Stem 1/2in stud to 2 position single set screw 500 AL	\$410.13	\$12.46	\$0.00	\$0.00	\$0.00	\$0.00
I	3	CONN-UG-PED-AG-INSL-4POS-MD-P	Connector UG pedestal above ground insulated 4 position #12-350kcmil conductor	\$38.95	\$1.41	\$0.00	\$0.00	\$0.00	\$0.00
I	2	CONN-UG-SPL-600V-210AL-TX-P	Connector UG splice 600V 210AL triplex	\$4.20	\$99.88	\$0.00	\$0.00	\$0.00	\$0.00
I	1	CONN-UG-SPL-600V-410AL-TX-P	Connector UG splice 600V 410AL triplex	\$11.30	\$49.94	\$0.00	\$0.00	\$0.00	\$0.00
I	7	FUSE-CUTO-25FLIMITER-27KV-POLY-EQUIP-P	(UOP) EQUIPMENT PROTECTION ONLY: 25KV Fault Tamer Assembly with Polymer Insulator for use on 23KV Circuits	\$4,556.02	\$861.44	\$0.00	\$0.00	\$0.00	\$0.00
I	7	FUSE-LINK-3-CL-FLIMITER-P	Fuse Link 3 CL Fault Tamer	\$206.29	\$14.70	\$0.00	\$0.00	\$0.00	\$0.00
I	7	GND-POLE-6-P	Ground Pole #6 soft drawn copper	\$173.81	\$453.37	\$0.00	\$0.00	\$0.00	\$0.00
I	21	GND-ROD-ADD-VRT-OH-P	Ground Rod Additional vertical stacking Overhead	\$345.66	\$896.07	\$0.00	\$0.00	\$0.00	\$0.00
I	7	GND-ROD-OH-P	Ground Rod Overhead (first rod with clamp)	\$101.29	\$315.84	\$0.00	\$0.00	\$0.00	\$0.00
I	29	GUY-DOWN-38IN-GALV-SGL-P	Guy Down Guy 3/8 in diameter Galvanized Single	\$1,116.05	\$3,712.42	\$0.00	\$0.00	\$0.00	\$0.00
I	29	GUY-HOOK-P	Guy Hook for use on Wood Poles	\$500.54	\$28.48	\$0.00	\$0.00	\$0.00	\$0.00
I	8	GUY-INSL-10FT-FG-P	Guy Insulator 10ft Fiberglass	\$253.60	\$503.68	\$0.00	\$0.00	\$0.00	\$0.00
I	5	GUY-INSL-7FT-FG-P	Guy Insulator 7ft Fiberglass	\$157.90	\$314.80	\$0.00	\$0.00	\$0.00	\$0.00
I	14	HDWR-EYEBOLT-SM-10IN-GALV-P	Hardware Eye Bolt 5/8in diameter 10in long Galvanized Steel	\$61.46	\$29.40	\$0.00	\$0.00	\$0.00	\$0.00
I	11	HDWR-EYEBOLT-SM-12IN-GALV-P	Hardware Eye Bolt 5/8in diameter 12in long Galvanized Steel	\$58.52	\$21.00	\$0.00	\$0.00	\$0.00	\$0.00
I	16	HDWR-EYENUT-SM-GALV-P	Hardware Eye Nut 5/8in diameter Galvanized Steel	\$41.48	\$23.10	\$0.00	\$0.00	\$0.00	\$0.00
I	4	HDWR-LWASH-SM-GALV-P	Hardware Lock Washer 5/8in diameter Galvanized Steel	\$1.12	\$8.40	\$0.00	\$0.00	\$0.00	\$0.00
I	6	HDWR-SP-SM-12IN-GALV-P	Hardware Spool Bolt 5/8in diameter 12in long Galvanized Steel	\$54.72	\$214.08	\$0.00	\$0.00	\$0.00	\$0.00
I	4	HDWR-SWASH-SM-GALV-CURVE-P	Hardware Square Washer 5/8in diameter Galvanized Steel curved	\$6.00	\$8.40	\$0.00	\$0.00	\$0.00	\$0.00
I	4	INSL-CLIP-SHUNT-P	Insulator Clip Shunt	\$23.92	\$7.12	\$0.00	\$0.00	\$0.00	\$0.00
I	17	INSL-DE/S-35KV-POLY-P	Insulator Dead End/Suspension 35kV Polymer	\$345.06	\$2,104.90	\$0.00	\$0.00	\$0.00	\$0.00
I	10	INSL-POST-25KV-PORC-TT-P	Insulator Post 25kV Porcelain Tie Top	\$337.50	\$524.70	\$0.00	\$0.00	\$0.00	\$0.00
I	1	LBKT-SIDE-6FT-GALV-WD-PUB-P	Light Bracket Side Mount 6ft long Galvanized Finish for Wood Pole Public	\$46.49	\$84.80	\$0.00	\$0.00	\$0.00	\$0.00
I	1	LEAD-EQ-2-CU-COVER-P	Lead Equipment 2 Copper Covered	\$15.34	\$1.78	\$0.00	\$0.00	\$0.00	\$0.00
I	7	LEAD-TF-6-CU-COVER-P	Lead Trans/Reg/Cap 6 Copper Covered	\$17.85	\$12.46	\$0.00	\$0.00	\$0.00	\$0.00
I	1	LFIX-RW-LED-50-GRAY-III-3000K-PUB-P	Light Fixture Roadway LED 50W Gray Type III 3000K Public	\$111.78	\$88.09	\$0.00	\$0.00	\$0.00	\$0.00
I	40575.15	OADD-1DOLLAR-P	DEP Adder Misc - Adder \$1 dollar of cost	\$0.00	\$1.78	\$0.00	\$0.00	\$40,575.15	\$0.00
I	1	OADD-POLE-HSET-SM-WD-P	DEP Adder-OH - OH Adder Pole hand set up to 35ft for wood pole (per pole)	\$0.00	\$649.52	\$0.00	\$0.00	\$0.00	\$0.00
I	1	PEL-AG-SM-POLY-P	Pedestal Above Ground 8in wide x 8in long Polymer	\$111.30	\$147.32	\$0.00	\$0.00	\$0.00	\$0.00
I	4	POLE-EXISTING-P	DEP GIS Correction or Update Pole existing or foreign owned	\$0.00	\$8.40	\$0.00	\$0.00	\$0.00	\$0.00
I	2	POLE-WD-30-C6-P	(UOP) 30ft long Class 6 Wood Pole with CCA Finish	\$238.82	\$1,091.28	\$0.00	\$0.00	\$0.00	\$0.00
I	6	POLE-WD-45-C4-P	(UOP) 45ft long Class 4 Wood Pole with CCA Finish	\$1,641.18	\$4,833.68	\$0.00	\$0.00	\$0.00	\$0.00
I	7	POLE-WD-50-C3-P	(UOP) 50ft long Class 3 Wood Pole with CCA Finish	\$3,171.63	\$5,405.96	\$0.00	\$0.00	\$0.00	\$0.00
I	1	POLE-WD-55-C3-P	(UOP) 55ft long Class 3 Wood Pole with CCA Finish	\$503.37	\$1,007.33	\$0.00	\$0.00	\$0.00	\$0.00
I	4	RISER-2IN-COND-3PC-P	Riser 2in Conduit 3-10ft sections	\$176.56	\$436.12	\$0.00	\$0.00	\$0.00	\$0.00
I	2	TF-OH-S-23KV-120240V-1P-P	(UOP) Pole Mount 15kVA Single Bushing Transformer for 22.86/13.2kV Primary and 120/240V Secondary	\$2,246.62	\$960.66	\$0.00	\$0.00	\$0.00	\$0.00
I	1	TF-OH-S-23KV-120240V-1P-P	(UOP) Pole Mount 25kVA Single Bushing Transformer for 22.86/13.2kV Primary and 120/240V Secondary	\$1,396.55	\$475.33	\$0.00	\$0.00	\$0.00	\$0.00
I	4	TIE-HAND-4-AL-P	Tie Hand 4 AL	\$5.64	\$7.12	\$0.00	\$0.00	\$0.00	\$0.00
I	6	TIE-SPOOL-110-AL-P	Tie Spool 110 AL	\$16.20	\$10.68	\$0.00	\$0.00	\$0.00	\$0.00
I	6	TIE-TOP-110-AL-FNECK-P	Tie Top 110 AL F Neck	\$18.60	\$10.68	\$0.00	\$0.00	\$0.00	\$0.00
I	39	ULAB-CABLE-LGT-TRN-SMP	UG Labor Lighting Cable in trench up to 1in diameter cable (per linear ft)	\$0.00	\$27.99	\$0.00	\$0.00	\$0.00	\$0.00
I	94	ULAB-CABLE-TRN-MD-P	UG Labor Cable in trench > 1in - 2in diameter cable (per linear ft)	\$0.00	\$97.38	\$0.00	\$0.00	\$0.00	\$0.00
I	1	ULAB-CONN-SEC-EQUIP-LGT-P	UG Labor Connections for secondary at UG equipment (per multiplex)	\$0.00	\$32.11	\$0.00	\$0.00	\$0.00	\$0.00
I	4	ULAB-CONN-SEC-RISER-P	UG Labor Connections for secondary at pole riser (per multiplex)	\$0.00	\$156.48	\$0.00	\$0.00	\$0.00	\$0.00
I	3	ULAB-SPL-PIT-SEC-P	UG Labor Splice pit secondary (per pit)	\$0.00	\$364.56	\$0.00	\$0.00	\$0.00	\$0.00

CU Estimate
Project Estimation By Compatible Unit

I	183	ULAB-TRN-18W-0IN-30IN-P	UG Labor for 18in wide Trench between 0-30in deep. Estimate Per Linear Foot	\$0.00	\$527.68	\$0.00	\$0.00	\$0.00	\$0.00
I	57	WIRE-LGT-2-AL-TX-P	Wire Lighting 2 Aluminum Triplex	\$47.45	\$143.25	\$0.00	\$0.00	\$0.00	\$0.00
I	3320	WIRE-PRI-1/0-AAAC-P	(UOP) 1/0 AAAC Bare Overhead Wire with 7 Strands	\$1,251.94	\$5,563.38	\$0.00	\$0.00	\$0.00	\$0.00
I	282	WIRE-SEC-1/0-AL-TX-P	(UOP) 600V Secondary Triplex Wire; (2) 1/0 Aluminum Wires with XLPE Insulation and (1) 1/0 Bare Aluminum Wire	\$372.47	\$654.76	\$0.00	\$0.00	\$0.00	\$0.00
I	78	WIRE-SEC-2-AL-TX-P	(UOP) 600V Secondary Triplex Wire; (2) #2 Aluminum with XLPE Insulation and (1) #2 Bare Aluminum Wire	\$64.93	\$181.53	\$0.00	\$0.00	\$0.00	\$0.00
R	7 [0]	ANCH-PISA-MD-P	Anchor Power Installed Screw Anchor 8in 10000FT-LB Max Install Torque with 3/4in diameter x 7ft long rod [668.34]	\$0.00	\$0.00	\$587.58	\$0.00	\$0.00	\$0.00
R	3 [0]	BKT-EM-POLE-1P-FG-P	Bracket Equipment Mount Pole Single Phase Fiberglass [668.34]	\$0.00	\$0.00	\$91.29	\$0.00	\$0.00	\$0.00
R	5 [0]	BKT-NSL-PIN-PTOP-STL-P	REM ONLY---USE CU: BKT-NSL-POST-PTOP-STL-P FOR INSTALLS. Bracket insulator post pole top steel [0.00]	\$0.00	\$0.00	\$162.65	\$0.00	\$0.00	\$0.00
R	5 [0]	CABLE-GRIP-SGL-MD-P	Cable Grip single eye 2-2 1/2in cable diameter [668.34]	\$0.00	\$0.00	\$8.30	\$0.00	\$0.00	\$0.00
R	243 [0]	CABLE-LGT-10-CU-DX-P	Cable Lighting 10 Copper Duplex [668.34]	\$0.00	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00
R	177 [0]	CABLE-SVC-2/0-AL-TX-P	(UOP) 600V Service Cable: 2/0 Aluminum Triplex with XLPE Insulation. (2) 2/0 cables and (1) #2 cable [668.34]	\$0.00	\$0.00	\$4.23	\$0.00	\$0.00	\$0.00
R	281 [0]	CABLE-SVC-4/0-AL-TX-P	(UOP) 600V Service Cable: 4/0 Aluminum Triplex with XLPE Insulation. (2) 4/0 Cables and (1) 1/0 Cable [668.34]	\$0.00	\$0.00	\$4.23	\$0.00	\$0.00	\$0.00
R	30 [0]	CABLE-TAIL-RISER-10-CU-DX-P	(UOP) UG Equipment Tail: 600V #10 duplex cable with XLPE Insulation. (2) #10 Cables [668.34]	\$0.00	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00
R	90 [0]	CABLE-TAIL-RISER-2/0-TX-600V-P	(UOP) Secondary Riser Tail 600V 2/0 Aluminum Triplex with XLPE Insulation. (2) 2/0 Cables and (1) #2 Cable [668.34]	\$0.00	\$0.00	\$4.23	\$0.00	\$0.00	\$0.00
R	90 [0]	CABLE-TAIL-RISER-4/0-TX-600V-P	(UOP) Secondary Riser Tail for 600V 4/0 triplex with XLPE Insulation. (2) 4/0 Cables and (1) 1/0 Cable [668.34]	\$0.00	\$0.00	\$4.23	\$0.00	\$0.00	\$0.00
R	5 [0]	CLAMP-DE-WDG-MD-P	Clamp dead end wedge 1/0AL-2/0AL [668.34]	\$0.00	\$0.00	\$206.70	\$0.00	\$0.00	\$0.00
R	10 [0]	CLAMP-DE-WDG-SM-P	Clamp dead end wedge 6AL-2AL [668.34]	\$0.00	\$0.00	\$411.30	\$0.00	\$0.00	\$0.00
R	2 [0]	CLAMP-PRI-DE-6-4/0-P	Primary Dead End Clamp 4/0-6AL [668.34]	\$0.00	\$0.00	\$3.56	\$0.00	\$0.00	\$0.00
R	5 [0]	CONN-OH-HLC-2/0CU-8CUSOL-P	Connector OH Hot Line Clamp 2/0CU-8CUSOL Line to 2/0CU-8CUSOL Tap [668.34]	\$0.00	\$0.00	\$8.90	\$0.00	\$0.00	\$0.00
R	1 [0]	CONN-OH-STRP-BLT-4/0AL-P	Connector OH Strrup Bolted 4/0AL-4AL Line [668.34]	\$0.00	\$0.00	\$1.78	\$0.00	\$0.00	\$0.00
R	4 [0]	CONN-OH-STRP-COMP-1/0AL-P	Connector OH Strrup Compression 1/0AL Line [668.34]	\$0.00	\$0.00	\$7.12	\$0.00	\$0.00	\$0.00
R	3 [0]	FUSE-CUTOUT-100-27KV-PORC-EQUIP-P	(UOP) REM ONLY---USE CU: FUSE-CUTOUT-100-27KV-POLY-EQUIP-P FOR INSTALLS. Fuse Cutout 100A 27KV Porcelain for Equipment [0.00]	\$0.00	\$0.00	\$223.50	\$0.00	\$0.00	\$0.00
R	1 [0]	FUSE-LINK-2-D-P	Fuse Link 2 D [668.34]	\$0.00	\$0.00	\$2.10	\$0.00	\$0.00	\$0.00
R	3 [0]	FUSE-LINK-3-D-P	Fuse Link 3 D [668.34]	\$0.00	\$0.00	\$6.30	\$0.00	\$0.00	\$0.00
R	4 [0]	GND-POLE-6-P	Ground Pole #6 soft drawn copper [668.34]	\$0.00	\$0.00	\$247.64	\$0.00	\$0.00	\$0.00
R	4 [0]	GND-ROD-OH-P	Ground Rod Overhead (first rod with clamp) [668.34]	\$0.00	\$0.00	\$104.92	\$0.00	\$0.00	\$0.00
R	8 [0]	GUY-DOWN-3/8IN-GALV-SGL-P	Guy Down Guy 3/8 in diameter Galvanized Single [668.34]	\$0.00	\$0.00	\$546.66	\$0.00	\$0.00	\$0.00
R	8 [0]	GUY-HOOK-P	Guy Hook for use on Wood Poles [668.34]	\$0.00	\$0.00	\$12.46	\$0.00	\$0.00	\$0.00
R	3 [0]	GUY-NSL-7FT-FG-P	Guy Insulator 7ft Fiberglass [668.34]	\$0.00	\$0.00	\$94.44	\$0.00	\$0.00	\$0.00
R	5 [0]	HDWR-EYEBOLT-SM-10IN-GALV-P	Hardware Eye Bolt 5/8in diameter 10in long Galvanized Steel [668.34]	\$0.00	\$0.00	\$10.50	\$0.00	\$0.00	\$0.00
R	3 [0]	HDWR-EYEBOLT-SM-12IN-GALV-P	Hardware Eye Bolt 5/8in diameter 12in long Galvanized Steel [668.34]	\$0.00	\$0.00	\$4.20	\$0.00	\$0.00	\$0.00
R	2 [0]	HDWR-EYENUT-SM-GALV-P	Hardware Eye Nut 5/8in diameter Galvanized Steel [668.34]	\$0.00	\$0.00	\$4.20	\$0.00	\$0.00	\$0.00
R	10 [0]	HDWR-MACH-SM-10IN-GALV-P	Hardware Machine Bolt 5/8in diameter 10in long Galvanized Steel [668.34]	\$0.00	\$0.00	\$10.50	\$0.00	\$0.00	\$0.00
R	6 [0]	INSL-1RACK-SEC-PORC-P	Insulator One Wire Rack Secondary/Neutral Porcelain [668.34]	\$0.00	\$0.00	\$125.94	\$0.00	\$0.00	\$0.00
R	1 [0]	INSL-DE/S-35KV-POLY-P	Insulator Dead End/Suspension 35KV Polymer [668.34]	\$0.00	\$0.00	\$80.80	\$0.00	\$0.00	\$0.00
R	5 [0]	INSL-PIN-23KV-PORC-P	REM ONLY---USE CU: INSL-PIN-35KV-POLY-P FOR INSTALLS. Insulator Pin 23KV Porcelain [0.00]	\$0.00	\$0.00	\$162.65	\$0.00	\$0.00	\$0.00
R	1 [0]	LBKT-SIDE-6FT-GALV-WD-PVT-P	Light Bracket Side Mount 6ft long Galvanized Finish for Wood Pole Private [668.34]	\$0.00	\$0.00	\$41.99	\$0.00	\$0.00	\$0.00
R	1 [0]	LBKT-SIDE-STL-30IN-GALV-WD-PVT-P	Light Bracket Side Mount Steel 30in long Galvanized Finish for Wood Pole Private [668.34]	\$0.00	\$0.00	\$41.99	\$0.00	\$0.00	\$0.00
R	1 [0]	LEAD-EQ-2-CU-COVER-P	Lead Equipment 2 Copper Covered [668.34]	\$0.00	\$0.00	\$1.78	\$0.00	\$0.00	\$0.00
R	4 [0]	LEAD-TF-6-CU-COVER-P	Lead Transf/Reg/Cap 6 Copper Covered [668.34]	\$0.00	\$0.00	\$7.12	\$0.00	\$0.00	\$0.00
R	1 [0]	LFX-OBTM-HPS-100-GRAY-V-120V-PVT-P	REM ONLY: Light Fixture Open Bottom High Pressure Sodium 100W Gray Type V Private [0.00]	\$0.00	\$0.00	\$37.87	\$0.00	\$0.00	\$0.00
R	1 [0]	LFX-PHOTO-1000-120V-PVT-P	Light Fixture Photocell 1000W Private [668.34]	\$0.00	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00
R	1 [0]	LFX-PHOTO-1000-GRN-MULTIV-PVT-P	Light Fixture Photocell 1000W Green Private [668.34]	\$0.00	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00
R	1 [0]	LFX-RW-LED-50-GRAY-III-3000K-PVT-P	Light Fixture Roadway LED 50W Gray Type III 3000K Private [668.34]	\$0.00	\$0.00	\$37.87	\$0.00	\$0.00	\$0.00
R	1 [0]	LPOLE-WD-30-C6-P	Light Pole Wood 30ft Class 6 [668.34]	\$0.00	\$0.00	\$226.65	\$0.00	\$0.00	\$0.00
R	1 [0]	POLE-EXISTING-P	DEP GIS Correction or Update Pole existing or foreign owned [0.00]	\$0.00	\$0.00	\$2.10	\$0.00	\$0.00	\$0.00
R	4 [0]	POLE-WD-30-C6-P	(UOP) 30ft long Class 6 Wood Pole with CCA Finish [668.34]	\$0.00	\$0.00	\$906.60	\$0.00	\$0.00	\$0.00
R	3 [0]	POLE-WD-40-C5-P	(UOP) 40ft long Class 5 Wood Pole with CCA Finish [668.34]	\$0.00	\$0.00	\$1,045.11	\$0.00	\$0.00	\$0.00
R	1 [0]	POLE-WD-45-C4-P	(UOP) 45ft long Class 4 Wood Pole with CCA Finish [668.34]	\$0.00	\$0.00	\$348.37	\$0.00	\$0.00	\$0.00
R	1 [0]	RISER-2IN-COND-3PC-P	Riser 2in Conduit 3-10ft sections [668.34]	\$0.00	\$0.00	\$48.27	\$0.00	\$0.00	\$0.00
R	1 [0]	RISER-2IN-COND-SVC-P	Riser 2in Conduit entrance to meter base or trough [668.34]	\$0.00	\$0.00	\$24.14	\$0.00	\$0.00	\$0.00
R	4 [0]	RISER-2IN-UGUARD-3PC-P	Riser 2in U Guard 3-10ft section [668.34]	\$0.00	\$0.00	\$193.08	\$0.00	\$0.00	\$0.00
R	3 [0]	TIE-DE GRIP-1/0-AL-P	Tie Dead End Grip 1/0 AL [668.34]	\$0.00	\$0.00	\$128.10	\$0.00	\$0.00	\$0.00
R	3 [0]	TIE-HAND-4-AL-P	Tie Hand 4 AL [668.34]	\$0.00	\$0.00	\$5.34	\$0.00	\$0.00	\$0.00
R	2 [0]	TIE-SIDE-1/0-AL-FNECK-P	Tie Side 1/0 AL F Neck [668.34]	\$0.00	\$0.00	\$3.56	\$0.00	\$0.00	\$0.00
R	2 [0]	TIE-SLACK GRIP-1/0-AL-P	Tie Slack Span Grip 1/0 AL [668.34]	\$0.00	\$0.00	\$3.56	\$0.00	\$0.00	\$0.00
R	1 [0]	TIE-TOP-1/0-AL-FNECK-P	Tie Top 1/0 AL F Neck [668.34]	\$0.00	\$0.00	\$1.78	\$0.00	\$0.00	\$0.00
R	7 [0]	ULAB-CONN-SEC-RISER-P	UG Labor Connections for secondary at pole riser (per multiplex) [0.00]	\$0.00	\$0.00	\$157.29	\$0.00	\$0.00	\$0.00
R	128 [0]	WIRE-LGT-4-AL-TX-P	Wire Lighting 4 Aluminum Triplex [668.34]	\$0.00	\$0.00	\$155.61	\$0.00	\$0.00	\$0.00
R	2656 [0]	WIRE-PRI-1/0-ACSR-P	(UOP) MAINT ONLY: 1/0 ACSR Bare Overhead 6/1 Stranding, Not Approved for New Construction [668.34]	\$0.00	\$0.00	\$2,700.88	\$0.00	\$0.00	\$0.00
R	441 [0]	WIRE-SEC-1/0-AL-TX-P	(UOP) 600V Secondary Triplex Wire; (2) 1/0 Aluminum Wires with XLPE Insulation and (1) 1/0 Bare Aluminum Wire [668.34]	\$0.00	\$0.00	\$494.22	\$0.00	\$0.00	\$0.00
R	233 [0]	WIRE-SEC-2-AL-TX-P	(UOP) 600V Secondary Triplex Wire; (2) #2 Aluminum with XLPE Insulation and (1) #2 Bare Aluminum Wire [668.34]	\$0.00	\$0.00	\$261.28	\$0.00	\$0.00	\$0.00
T	1	CABLE-GRIP-SGL-MD-P	Cable Grip single eye 2-2 1/2in cable diameter	\$0.00	\$0.00	\$0.00	\$1.66	\$0.00	\$0.00
T	1	LBKT-SIDE-STL-30IN-GALV-WD-PVT-P	Light Bracket Side Mount Steel 30in long Galvanized Finish for Wood Pole Private	\$0.00	\$0.00	\$0.00	\$69.16	\$0.00	\$0.00
T	1	OLAB-TRF-MX-DE-P	DEP Adder Conductor - TRANSFER ONLY: OH Labor for Transferring Deadended Multiplex Wire	\$0.00	\$0.00	\$0.00	\$83.94	\$0.00	\$0.00
T	2	OLAB-TRF-WIRE-SM-DE-P	DEP Adder Conductor - OH Labor Transferring overhead wire up to 2/0 dead end (per attachment)	\$0.00	\$0.00	\$0.00	\$125.92	\$0.00	\$0.00
T	1	RISER-2IN-COND-3PC-P	Riser 2in Conduit 3-10ft sections	\$0.00	\$0.00	\$0.00	\$78.24	\$0.00	\$0.00
T	2	TF-OH-15-23KV-120/240V-1P-P	(UOP) Pole Mount 15kVA Single Bushing Transformer for 22.86/13.2kV Primary and 120/240V Secondary	\$0.00	\$0.00	\$0.00	\$805.86	\$0.00	\$0.00
T	6	TF-OH-25-23KV-120/240V-1P-P	(UOP) Pole Mount 25kVA Single Bushing Transformer for 22.86/13.2kV Primary and 120/240V Secondary	\$0.00	\$0.00	\$0.00	\$2,417.58	\$0.00	\$0.00
Totals:				\$23,619.50	\$38,050.80	\$10,023.07	\$3,582.36	\$213,241.18	\$0.00
Overhead Costs:								\$49,471.95	
Total Materials:				\$4,062.55	\$8,827.74	\$2,325.35	\$831.11		

CU Estimate Project Estimation By Compatible Unit

	\$27,882.05			
Total Labor:		\$46,878.34	\$12,348.42	\$4,413.47
Total Install Cost:	\$337,273.53			
Total Removal Cost:	\$12,348.42			
Total Transfer Cost:	\$4,413.47			
Total Salvage Value:				\$0.00
			Total Install Man Hours:	368.37
			Total Remove Man Hours:	97.48
			Total Transfer Man Hours:	34.52
Total Gross Up:	\$47,198.96			
Total Project Cost:	\$401,234.38			

Show Report Criteria

CU Estimate Project Estimation By Compatible Unit

Workorder: 38361048
Work Order Desc: Apex - Jessie Dr Ext & Widening Sht 7 & 8 (Estimate)
Estimate: 12058791
Designer: Butler, Robert M

U/R/T	QTY	CU	CU DESCRIPTION	MATERIAL COST	LABOR INSTALL	LABOR REMOVE	LABOR TRANSFER	SERVICE COST	SALVAGE VALUE
I	2	ANCH-PISA-LG-P	Anchor Power Installed Screw Anchor 14in diameter 8000FT-LB Max Install Torque with 1in diameter x 7ft long rod	\$262.96	\$287.50	\$0.00	\$0.00	\$0.00	\$0.00
I	7	ANCH-PISA-MD-P	Anchor Power Installed Screw Anchor 8in 10000FT-LB Max Install Torque with 3/4in diameter x 7ft long rod	\$477.68	\$1,006.25	\$0.00	\$0.00	\$0.00	\$0.00
I	1	ARM-SGL-10-WD-WB-P	(UOP) 10ft Single Wood Crossarm	\$161.73	\$107.03	\$0.00	\$0.00	\$0.00	\$0.00
I	1	ARM-SGL-8-WD-WB-P	(UOP) 8ft Single Wood Crossarm	\$111.65	\$107.03	\$0.00	\$0.00	\$0.00	\$0.00
I	1	ARR-RISER-18KV-BKT-P	(UOP) Primary Riser Arrester for use on 23kV Circuits. Mounted to Equipment Bracket	\$82.22	\$102.83	\$0.00	\$0.00	\$0.00	\$0.00
I	1	BKT-EM-HD-ARM-1P-STL-MD-P	Heavy Duty Bracket for use with Trip Savers, Switches and Power Fuses MD=8" bolts	\$17.09	\$1.78	\$0.00	\$0.00	\$0.00	\$0.00
I	5	BKT-EM-POLE-1P-FG-P	Bracket Equipment Mount Pole Single Phase Fiberglass	\$223.80	\$257.10	\$0.00	\$0.00	\$0.00	\$0.00
I	10	BKT-INSL-POST-PTOP-STL-P	Bracket insulator post pole top steel	\$324.80	\$503.70	\$0.00	\$0.00	\$0.00	\$0.00
I	1	BKT-TERM-POLE-1P-FG-P	Bracket Termination Pole Single Phase Fiberglass	\$50.64	\$51.42	\$0.00	\$0.00	\$0.00	\$0.00
I	2	CABLE-GRIP-SGL-MD-P	Cable Grip single eye 2-2 1/2in cable diameter	\$130.98	\$3.32	\$0.00	\$0.00	\$0.00	\$0.00
I	1	CABLE-GRIP-SGL-SM-P	Cable Grip single eye 1-1 1/4in cable diameter	\$24.83	\$1.66	\$0.00	\$0.00	\$0.00	\$0.00
I	18	CABLE-PRI-1/0-AL-TRXLPE-LC-25KV-P	(UOP) 25kV 1P 1/0 Aluminum Primary Cable with LC Shield and TRXLPE Insulation	\$62.87	\$1.41	\$0.00	\$0.00	\$0.00	\$0.00
I	8	CABLE-SEC-350-AL-TX-P	(UOP) 600V Secondary Cable: 350 Aluminum Triplex with XLPE Insulation. (2) 350 Cables and (1) 4/0 cable	\$31.10	\$1.41	\$0.00	\$0.00	\$0.00	\$0.00
I	21	CABLE-SVC-2/0-AL-TX-P	(UOP) 600V Service Cable: 2/0 Aluminum Triplex with XLPE Insulation. (2) 2/0 cables and (1)#2 cable	\$33.76	\$1.41	\$0.00	\$0.00	\$0.00	\$0.00
I	78	CABLE-SVC-350-AL-TX-P	(UOP) 600V Service Cable: 350 Aluminum Triplex with XLPE Insulation. (2) 350 Cables and (1) 4/0 Cable	\$303.26	\$1.41	\$0.00	\$0.00	\$0.00	\$0.00
I	16	CABLE-SVC-4/0-AL-TX-P	(UOP) 600V Service Cable: 4/0 Aluminum Triplex with XLPE Insulation. (2) 4/0 Cables and (1) 1/0 Cable	\$35.80	\$1.41	\$0.00	\$0.00	\$0.00	\$0.00
I	18	CABLE-TAIL-EQ-1/0-AL-25KV-P	(UOP) UG Equipment Tail 25kV 1P 1/0 Aluminum Primary Cable with LC Shield and TRXLPE Insulation	\$62.87	\$1.41	\$0.00	\$0.00	\$0.00	\$0.00
I	20	CABLE-TAIL-EQ-350-TX-600V-P	(UOP) UG Equipment Tail 600V 350 Aluminum Triplex with XLPE Insulation. (2) 350 Cables and (1) 4/0 cable	\$77.76	\$28.30	\$0.00	\$0.00	\$0.00	\$0.00
I	1	CABLE-TAIL-EQ-4/0-TX-600V-P	(UOP) UG Equipment Tail for 600V 4/0 triplex with XLPE Insulation. (2) 4/0 Cables and (1) 1/0 Cable	\$2.24	\$1.66	\$0.00	\$0.00	\$0.00	\$0.00
I	63	CABLE-TAIL-RISER-1/0-AL-25KV-P	(UOP) Primary Riser Tail 25kV 1P 1/0 Aluminum Primary Cable with LC Shield and TRXLPE Insulation	\$220.06	\$2.82	\$0.00	\$0.00	\$0.00	\$0.00
I	30	CABLE-TAIL-RISER-2/0-TX-600V-P	(UOP) Secondary Riser Tail 600V 2/0 Aluminum Triplex with XLPE Insulation. (2) 2/0 Cables and (1) #2 Cable	\$48.23	\$1.41	\$0.00	\$0.00	\$0.00	\$0.00
I	30	CABLE-TAIL-RISER-350-TX-600V-P	(UOP) Secondary Riser Tail 600V 350 Aluminum Triplex with XLPE Insulation. (2) 350 Cables and (1) 4/0 Cable	\$116.64	\$1.41	\$0.00	\$0.00	\$0.00	\$0.00
I	16651.25	CADD-FLAGGING-P	DEP Cost Adder flagging (per dollar)	\$0.00	\$0.00	\$0.00	\$0.00	\$16,651.25	\$0.00
I	1	CADD-TREE-TRIM-P	DEP Cost Adder tree trimming (per dollar)	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00	\$0.00
I	9	CLAMP-DE-WDG-MD-P	Clamp dead end wedge 1/0AL-2/0AL	\$14.40	\$566.64	\$0.00	\$0.00	\$0.00	\$0.00
I	1	CLAMP-DE-WDG-SM-P	Clamp dead end wedge 6AL-2AL	\$1.25	\$62.96	\$0.00	\$0.00	\$0.00	\$0.00
I	14	CLAMP-NEU/SEC-DE-6-4/0-P	Secondary/Neutral Dead End 4/0AL-6CU	\$266.06	\$881.44	\$0.00	\$0.00	\$0.00	\$0.00
I	14	CLAMP-PRI-DE-6-4/0-P	Primary Dead End Clamp 4/0AL-6CU	\$266.06	\$14.24	\$0.00	\$0.00	\$0.00	\$0.00
I	2	COND-BEND-2IN-PVC-90DEG-R36-P	Conduit Bend 2in PVC 90 Degrees 36" Radius	\$31.04	\$1.41	\$0.00	\$0.00	\$0.00	\$0.00
I	2	COND-CPLG-2IN-PVC-P	Conduit Coupling 2in PVC	\$1.93	\$3.33	\$0.00	\$0.00	\$0.00	\$0.00
I	2	COND-END-2IN-PVC-P	Conduit End 2in PVC	\$4.20	\$3.33	\$0.00	\$0.00	\$0.00	\$0.00
I	18	COND-STICK-2IN-PVC-SCH40-P	(UOP) 2in x 10ft long Rigid Heavy Wall Schedule 40 PVC Conduit. Estimate by Total Footage Needed.	\$16.98	\$1.41	\$0.00	\$0.00	\$0.00	\$0.00
I	8	CONN-OH-HLC-2/0CU-8CUSOL-P	Connector OH Hot Line Clamp 2/0CU-8CUSOL Line to 2/0CU-8CUSOL Tap	\$97.76	\$14.24	\$0.00	\$0.00	\$0.00	\$0.00
I	7	CONN-OH-STRP-COMP-1/0AL-P	Connector OH Stirrup Compression 1/0AL Line	\$64.47	\$12.46	\$0.00	\$0.00	\$0.00	\$0.00
I	1	CONN-OH-STRP-COMP-477AL-P	Connector OH Stirrup Compression 477AL-4/0AL line	\$13.82	\$1.78	\$0.00	\$0.00	\$0.00	\$0.00
I	9	CONN-OH-TF-STEM-2POS-500AL-P	Connector OH Transformer Stem 1/2in stud to 2 position single set screw 500 AL	\$175.77	\$5.34	\$0.00	\$0.00	\$0.00	\$0.00
I	3	CONN-UG-PED-AG-INSL-4POS-MD-P	Connector UG pedestal above ground insulated 4 position #12-350kcmil conductor	\$38.95	\$1.41	\$0.00	\$0.00	\$0.00	\$0.00
I	1	CONN-UG-SPL-600V-2/0AL-TX-P	Connector UG splice 600V 2/0AL triplex	\$2.10	\$49.94	\$0.00	\$0.00	\$0.00	\$0.00
I	1	CONN-UG-SPL-600V-350AL-TX-P	Connector UG splice 600V 350AL triplex	\$0.00	\$49.94	\$0.00	\$0.00	\$0.00	\$0.00
I	1	CONN-UG-SPL-600V-4/0AL-TX-P	Connector UG splice 600V 4/0AL triplex	\$11.30	\$49.94	\$0.00	\$0.00	\$0.00	\$0.00
I	1	CONN-UG-SPL-PRI-1/0-2-25KV-P	Connector UG splice primary 1/0 to #2 25kV	\$78.65	\$115.69	\$0.00	\$0.00	\$0.00	\$0.00
I	3	FUSE-CUTOUT-100-27KV-POLY-LINE-P	(UOP) LINE PROTECTION ONLY: 27kV 100A Non-Loadbreak Fuse Cutout with Polymer Insulator (Mapable)	\$390.69	\$377.76	\$0.00	\$0.00	\$0.00	\$0.00
I	4	FUSE-CUTOUT-25/FLIMITER-27KV-POLY-EQUIP-P	(UOP) EQUIPMENT PROTECTION ONLY: 25kV Fault Tamer Assembly with Polymer Insulator for use on 23kV Circuits	\$2,603.44	\$503.68	\$0.00	\$0.00	\$0.00	\$0.00
I	4	FUSE-LINK-3-CL-FLIMITER-P	Fuse Link 3 CL Fault Tamer	\$117.88	\$8.40	\$0.00	\$0.00	\$0.00	\$0.00
I	1	FUSE-LINK-30-K-P	Fuse Link 30 K	\$2.89	\$2.10	\$0.00	\$0.00	\$0.00	\$0.00
I	2	FUSE-LINK-40-K-P	Fuse Link 40 K	\$4.22	\$4.20	\$0.00	\$0.00	\$0.00	\$0.00
I	1	GND-EQUIP-2-BOND-P	Ground Equipment #2 soft drawn copper bonding (5ft length)	\$5.85	\$1.78	\$0.00	\$0.00	\$0.00	\$0.00
I	6	GND-POLE-6-P	Ground Pole #6 soft drawn copper	\$148.98	\$371.46	\$0.00	\$0.00	\$0.00	\$0.00
I	18	GND-ROD-ADD-VRT-OH-P	Ground Rod Additional vertical stacking Overhead	\$296.28	\$768.06	\$0.00	\$0.00	\$0.00	\$0.00
I	6	GND-ROD-OH-P	Ground Rod Overhead (first rod with clamp)	\$86.82	\$270.72	\$0.00	\$0.00	\$0.00	\$0.00
I	18	GUY-DOWN-3/8IN-GALV-SGL-P	Guy Down Guy 3/8 in diameter Galvanized Single	\$692.73	\$2,304.27	\$0.00	\$0.00	\$0.00	\$0.00
I	18	GUY-HOOK-P	Guy Hook for use on Wood Poles	\$310.68	\$16.02	\$0.00	\$0.00	\$0.00	\$0.00
I	6	GUY-INSL-10FT-FG-P	Guy Insulator 10ft Fiberglass	\$190.20	\$377.76	\$0.00	\$0.00	\$0.00	\$0.00
I	3	GUY-INSL-7FT-FG-P	Guy Insulator 7ft Fiberglass	\$94.74	\$188.88	\$0.00	\$0.00	\$0.00	\$0.00
I	10	HDWR-EYEBOLT-SM-10IN-GALV-P	Hardware Eye Bolt 5/8in diameter 10in long Galvanized Steel	\$43.89	\$18.90	\$0.00	\$0.00	\$0.00	\$0.00

**CU Estimate
Project Estimation By Compatible Unit**

I	8	HDWR-EYEBOLT-SM-12IN-GALV-P	Hardware Eye Bolt 5/8in diameter 12in long Galvanized Steel	\$42.56	\$14.70	\$0.00	\$0.00	\$0.00	\$0.00
I	14	HDWR-EYENUT-SM-GALV-P	Hardware Eye Nut 5/8in diameter Galvanized Steel	\$36.32	\$16.80	\$0.00	\$0.00	\$0.00	\$0.00
I	2	HDWR-LWASH-SM-GALV-P	Hardware Lock Washer 5/8in diameter Galvanized Steel	\$0.56	\$4.20	\$0.00	\$0.00	\$0.00	\$0.00
I	4	HDWR-MACH-SM-10IN-GALV-P	Hardware Machine Bolt 5/8in diameter 10in long Galvanized Steel	\$6.24	\$4.20	\$0.00	\$0.00	\$0.00	\$0.00
I	1	HDWR-MACH-SM-14IN-GALV-P	Hardware Machine Bolt 5/8in diameter 14in long Galvanized Steel	\$2.30	\$2.10	\$0.00	\$0.00	\$0.00	\$0.00
I	6	HDWR-SP-SM-12IN-GALV-P	Hardware Spool Bolt 5/8in diameter 12in long Galvanized Steel	\$54.72	\$214.08	\$0.00	\$0.00	\$0.00	\$0.00
I	2	HDWR-SWASH-SM-GALV-CURVE-P	Hardware Square Washer 5/8in diameter Galvanized Steel curved	\$3.00	\$4.20	\$0.00	\$0.00	\$0.00	\$0.00
I	2	INSL-CLIP-SHUNT-P	Insulator Clip Shunt	\$11.96	\$3.56	\$0.00	\$0.00	\$0.00	\$0.00
I	14	INSL-DE/S-35KV-POLY-P	Insulator Dead End/Suspension 35KV Polymer	\$284.14	\$1,733.42	\$0.00	\$0.00	\$0.00	\$0.00
I	14	INSL-POST-25KV-PORC-TT-P	Insulator Post 25kv Porcelain Tie Top	\$472.52	\$736.64	\$0.00	\$0.00	\$0.00	\$0.00
I	4	INSL-STUD-STL-7IN-THD-P	Insulator Stud Steel 5/8in by 7in Long Threaded	\$20.56	\$3.56	\$0.00	\$0.00	\$0.00	\$0.00
I	1	LBKT-SIDE-STL-30IN-GALV-WD-PVT-P	Light Bracket Side Mount Steel 30in long Galvanized Finish for Wood Pole Private	\$24.62	\$84.80	\$0.00	\$0.00	\$0.00	\$0.00
I	5	LEAD-EQ-2-CU-COVER-P	Lead Equipment 2 Copper Covered	\$76.70	\$7.12	\$0.00	\$0.00	\$0.00	\$0.00
I	1	LEAD-EQ-6-CU-COVER-P	Lead Equipment 6 Copper Covered	\$6.13	\$1.78	\$0.00	\$0.00	\$0.00	\$0.00
I	1	LEAD-TF-6-CU-COVER-P	Lead Trans/Reg/Cap 6 Copper Covered	\$2.55	\$1.78	\$0.00	\$0.00	\$0.00	\$0.00
I	1	LFIX-PHOTO-1000-GRN-MULTIV-PVT-P	Light Fixture Photocell 1000W Green Private	\$17.79	\$1.40	\$0.00	\$0.00	\$0.00	\$0.00
I	1	LFIX-RW-LED-50-GRAY-III-MULTIV-PVT-P	Special Order: Light Fixture Roadway LED 50W Gray Type III 4000K Private	\$102.65	\$88.09	\$0.00	\$0.00	\$0.00	\$0.00
I	4	MISC-CTE-BAG-40LB-P	Miscellaneous Concrete Bag 40LB	\$21.98	\$1.41	\$0.00	\$0.00	\$0.00	\$0.00
I	37051.73	OADD-1DOLLAR-P	DEP Adder Misc - Adder \$1 dollar of cost	\$0.00	\$1.78	\$0.00	\$0.00	\$37,051.73	\$0.00
I	2	OADD-POLE-DEPTH-P	DEP Adder-OH - OH Adder Pole set extra depth (per ft deep)	\$0.00	\$87.09	\$0.00	\$0.00	\$0.00	\$0.00
I	1	PED-AG-MD-POLY-P	Pedestal Above Ground 10in wide x 14in long Polymer	\$136.57	\$147.32	\$0.00	\$0.00	\$0.00	\$0.00
I	1	PED-HH-XL-FGC-P	Pedestal Hand Hole 30in wide x 48in long Fibrecrete	\$1,157.79	\$126.51	\$0.00	\$0.00	\$0.00	\$0.00
I	1	POLE-WD-30-C6-P	(UOP) 30ft long Class 6 Wood Pole with CCA Finish	\$119.41	\$545.64	\$0.00	\$0.00	\$0.00	\$0.00
I	1	POLE-WD-35-C5-P	(UOP) 35ft long Class 5 Wood Pole with CCA Finish	\$185.47	\$545.64	\$0.00	\$0.00	\$0.00	\$0.00
I	2	POLE-WD-45-C4-P	(UOP) 45ft long Class 4 Wood Pole with CCA Finish	\$547.06	\$1,544.56	\$0.00	\$0.00	\$0.00	\$0.00
I	9	POLE-WD-50-C3-P	(UOP) 50ft long Class 3 Wood Pole with CCA Finish	\$4,077.81	\$6,950.52	\$0.00	\$0.00	\$0.00	\$0.00
I	1	POLE-WD-55-C3-P	(UOP) 55ft long Class 3 Wood Pole with CCA Finish	\$503.37	\$1,007.33	\$0.00	\$0.00	\$0.00	\$0.00
I	1	RECL-TRIPSAVER-100-U4-29KV-1P-P	(UOP) Single Phase Cutout Mounted 100A Tripsaver 29KV Rated Voltage Vacuum Recloser. Pre-Programmed for U4 Delay Curve	\$4,076.08	\$304.30	\$0.00	\$0.00	\$0.00	\$0.00
I	2	RISER-2IN-COND-3PC-P	Riser 2in Conduit 3-10ft sections	\$88.28	\$218.06	\$0.00	\$0.00	\$0.00	\$0.00
I	1	RISER-2IN-COND-4PC-P	Riser 2in Conduit 4-10ft sections	\$58.56	\$109.03	\$0.00	\$0.00	\$0.00	\$0.00
I	1	RISER-2IN-VENT-P	Riser 2in vent boot	\$64.91	\$1.41	\$0.00	\$0.00	\$0.00	\$0.00
I	1	TERM-1/0-AL-25KV-P	Termination Kit 1/0 AL 25KV	\$188.70	\$121.52	\$0.00	\$0.00	\$0.00	\$0.00
I	1	TF-OH-15-23KV-120/240V-1P-P	(UOP) Pole Mount 15kVA Single Bushing Transformer for 22.86/13.2kV Primary and 120/240V Secondary	\$1,123.31	\$475.33	\$0.00	\$0.00	\$0.00	\$0.00
I	4	TIE-HAND-4-AL-P	Tie Hand 4 AL	\$5.64	\$7.12	\$0.00	\$0.00	\$0.00	\$0.00
I	4	TIE-SPOOL-1/0-AL-P	Tie Spool 1/0 AL	\$10.80	\$7.12	\$0.00	\$0.00	\$0.00	\$0.00
I	2	TIE-SPOOL-2-AL-P	Tie Spool 2 AL	\$5.22	\$3.56	\$0.00	\$0.00	\$0.00	\$0.00
I	4	TIE-TOP-1/0-AL-FNECK-P	Tie Top 1/0 AL F Neck	\$12.40	\$7.12	\$0.00	\$0.00	\$0.00	\$0.00
I	6	TIE-TOP-477-AL-FNECK-P	Tie Top 477 AL F Neck	\$26.58	\$3.56	\$0.00	\$0.00	\$0.00	\$0.00
I	18	ULAB-CABLE-COND-MD-P	UG Labor Cable in conduit > 1in - 2in diameter cable (per linear ft)	\$0.00	\$25.80	\$0.00	\$0.00	\$0.00	\$0.00
I	123	ULAB-CABLE-TRN-MD-P	UG Labor Cable in trench > 1in - 2in diameter cable (per linear ft)	\$0.00	\$127.34	\$0.00	\$0.00	\$0.00	\$0.00
I	3	ULAB-CONN-SEC-EQUIP-P	UG Labor Connections for secondary at UG equipment (per multiplex)	\$0.00	\$97.38	\$0.00	\$0.00	\$0.00	\$0.00
I	2	ULAB-CONN-SEC-RISER-P	UG Labor Connections for secondary at pole riser (per multiplex)	\$0.00	\$78.24	\$0.00	\$0.00	\$0.00	\$0.00
I	3	ULAB-SPL-PIT-SEC-P	UG Labor Splice pit secondary (per pit)	\$0.00	\$364.56	\$0.00	\$0.00	\$0.00	\$0.00
I	18	ULAB-STICK-TRN-0IN-3IN-P	UG Labor for Placing 0-3in Rigid Conduit in Trench. Estimate per Linear ft	\$0.00	\$21.64	\$0.00	\$0.00	\$0.00	\$0.00
I	37	ULAB-TRN-18W-0IN-30IN-P	UG Labor for 18in wide Trench between 0-30in deep. Estimate Per Linear Foot	\$0.00	\$106.54	\$0.00	\$0.00	\$0.00	\$0.00
I	104	ULAB-TRN-18W-31IN-42IN-P	UG Labor for 18in wide Trench between 31-42in deep. Estimate Per Linear Foot	\$0.00	\$376.20	\$0.00	\$0.00	\$0.00	\$0.00
I	2814	WIRE-PRI-1/0-AAAC-P	(UOP) 1/0 AAAC Bare Overhead Wire with 7 Strands	\$1,061.16	\$4,715.62	\$0.00	\$0.00	\$0.00	\$0.00
I	219	WIRE-SEC-1/0-AL-TX-P	(UOP) 600V Secondary Triplex Wire: (2) 1/0 Aluminum Wires with XLPE Insulation and (1) 1/0 Bare Aluminum Wire	\$289.25	\$507.86	\$0.00	\$0.00	\$0.00	\$0.00
I	38	WIRE-SVC-1/0-AL-TX-P	(UOP) 600V Service Triplex Wire: (2) 1/0 Aluminum Wires with XLPE Insulation and (1) 1/0 Bare Aluminum Wire	\$50.19	\$201.47	\$0.00	\$0.00	\$0.00	\$0.00
R	4 [0]	ANCH-PISA-MD-P	Anchor Power Installed Screw Anchor 8in 10000FT-LB Max Install Torque with 3/4in diameter x 7ft long rod [568.34]	\$0.00	\$0.00	\$335.76	\$0.00	\$0.00	\$0.00
R	1 [0]	ARR-RISER-18KV-BKT-P	(UOP) Primary Riser Arrester for use on 23kV Circuits. Mounted to Equipment Bracket [568.34]	\$0.00	\$0.00	\$54.56	\$0.00	\$0.00	\$0.00
R	5 [0]	BKT-EM-POLE-1P-FG-P	Bracket Equipment Mount Pole Single Phase Fiberglass [568.34]	\$0.00	\$0.00	\$152.15	\$0.00	\$0.00	\$0.00
R	5 [0]	BKT-INSL-PIN-PTOP-STL-P	REM ONLY--USE CU: BKT-INSL-POST-PTOP-STL-P FOR INSTALLS. Bracket insulator post pole top steel [50.00]	\$0.00	\$0.00	\$162.65	\$0.00	\$0.00	\$0.00
R	2 [0]	BKT-INSL-POST-POLE-SM-STL-P	REM ONLY--USE CU: BKT-INSL-POST-POLE-MD-FG-P FOR INSTALLS. Bracket insulator post on pole 7in steel [50.00]	\$0.00	\$0.00	\$65.06	\$0.00	\$0.00	\$0.00
R	1 [0]	BKT-INSL-POST-PTOP-STL-P	Bracket insulator post pole top steel [568.34]	\$0.00	\$0.00	\$32.53	\$0.00	\$0.00	\$0.00
R	3 [0]	CABLE-GRIP-SGL-MD-P	Cable Grip single eye 2-2 1/2in cable diameter [568.34]	\$0.00	\$0.00	\$4.98	\$0.00	\$0.00	\$0.00
R	2 [0]	CABLE-GRIP-SGL-SM-P	Cable Grip single eye 1-1 1/4in cable diameter [568.34]	\$0.00	\$0.00	\$3.32	\$0.00	\$0.00	\$0.00
R	275 [0]	CABLE-PRI-1/0-AL-TRXLPE-LC-25KV-P	(UOP) 25KV 1P 1/0 Aluminum Primary Cable with LC Shield and TRXLPE Insulation [568.34]	\$0.00	\$0.00	\$1.41	\$0.00	\$0.00	\$0.00
R	6 [0]	CABLE-SEC-350-AL-TX-P	(UOP) 600V Secondary Cable: 350 Aluminum Triplex with XLPE Insulation. (2) 350 Cables and (1) 4/0 cable [568.34]	\$0.00	\$0.00	\$1.41	\$0.00	\$0.00	\$0.00
R	103 [0]	CABLE-SVC-2/0-AL-TX-P	(UOP) 600V Service Cable: 2/0 Aluminum Triplex with XLPE Insulation. (2) 2/0 cables and (1)#2 cable [568.34]	\$0.00	\$0.00	\$1.41	\$0.00	\$0.00	\$0.00
R	59 [0]	CABLE-SVC-350-AL-TX-P	(UOP) 600V Service Cable: 350 Aluminum Triplex with XLPE Insulation. (2) 350 Cables and (1) 4/0 Cable [568.34]	\$0.00	\$0.00	\$1.41	\$0.00	\$0.00	\$0.00
R	76 [0]	CABLE-SVC-4/0-AL-TX-P	(UOP) 600V Service Cable: 4/0 Aluminum Triplex with XLPE Insulation. (2) 4/0 Cables and (1) 1/0 Cable [568.34]	\$0.00	\$0.00	\$1.41	\$0.00	\$0.00	\$0.00

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R	20 [0]	CABLE-TAIL-EQ-350-TX-600V-P	(UOP) UG Equipment Tail 600V 350 Aluminum Triplex with XLPE Insulation. (2) 350 Cables and (1) 4/0 cable [688.34]	\$0.00	\$0.00	\$14.98	\$0.00	\$0.00	\$0.00
R	10 [0]	CABLE-TAIL-EQ-4/0-TX-600V-P	(UOP) UG Equipment Tail for 600V 4/0 triplex with XLPE Insulation. (2) 4/0 Cables and (1) 1/0 Cable [688.34]	\$0.00	\$0.00	\$7.49	\$0.00	\$0.00	\$0.00
R	35 [0]	CABLE-TAIL-RISER-1/0-AL-25KV-P	(UOP) Primary Riser Tail 25KV 1P 1/0 Aluminum Primary Cable with LC Shield and TRXLPE Insulation [688.34]	\$0.00	\$0.00	\$1.41	\$0.00	\$0.00	\$0.00
R	30 [0]	CABLE-TAIL-RISER-2-TX-600V-P	(UOP) Secondary Riser Tail 600V #2 Aluminum Triplex cable with XLPE Insulation. (3) #2 Cables [688.34]	\$0.00	\$0.00	\$1.41	\$0.00	\$0.00	\$0.00
R	30 [0]	CABLE-TAIL-RISER-2/0-TX-600V-P	(UOP) Secondary Riser Tail 600V 2/0 Aluminum Triplex with XLPE Insulation. (2) 2/0 Cables and (1) #2 Cable [688.34]	\$0.00	\$0.00	\$1.41	\$0.00	\$0.00	\$0.00
R	30 [0]	CABLE-TAIL-RISER-350-TX-600V-P	(UOP) Secondary Riser Tail 600V 350 Aluminum Triplex with XLPE Insulation. (2) 350 Cables and (1) 4/0 Cable [688.34]	\$0.00	\$0.00	\$1.41	\$0.00	\$0.00	\$0.00
R	5 [0]	CLAMP-DE-WDG-MD-P	Clamp dead end wedge 1/0AL-2/0AL [688.34]	\$0.00	\$0.00	\$205.65	\$0.00	\$0.00	\$0.00
R	6 [0]	CLAMP-DE-WDG-SM-P	Clamp dead end wedge 6AL-2AL [688.34]	\$0.00	\$0.00	\$246.57	\$0.00	\$0.00	\$0.00
R	6 [0]	CLAMP-NEU/SEC-DE-6-4/0-P	Secondary/Neutral Dead End 4/0AL-6CU [688.34]	\$0.00	\$0.00	\$247.62	\$0.00	\$0.00	\$0.00
R	8 [0]	CLAMP-PRI-DE-6-4/0-P	Primary Dead End Clamp 4/0AL-6CU [688.34]	\$0.00	\$0.00	\$10.68	\$0.00	\$0.00	\$0.00
R	1 [0]	COND-BEND-2IN-PVC-90DEG-R36-P	Conduit Bend 2in PVC 90 Degrees 36" Radius [688.34]	\$0.00	\$0.00	\$1.41	\$0.00	\$0.00	\$0.00
R	2 [0]	COND-END-2IN-PVC-P	Conduit End 2in PVC [688.34]	\$0.00	\$0.00	\$3.33	\$0.00	\$0.00	\$0.00
R	275 [0]	COND-STICK-2IN-PVC-SCH40-P	(UOP) 2in x 10ft long Rigid Heavy Wall Schedule 40 PVC Conduit. Estimate by Total Footage Needed. [688.34]	\$0.00	\$0.00	\$1.41	\$0.00	\$0.00	\$0.00
R	7 [0]	CONN-OH-HLC-2/0CU-8CUSOL-P	Connector OH Hot Line Clamp 2/0CU-8CUSOL Line to 2/0CU-8CUSOL Tap [688.34]	\$0.00	\$0.00	\$12.46	\$0.00	\$0.00	\$0.00
R	1 [0]	CONN-OH-STRP-BLT-2/0CU-P	Connector OH Stirrup Bolted 2/0CU-6CU Line [688.34]	\$0.00	\$0.00	\$1.78	\$0.00	\$0.00	\$0.00
R	2 [0]	CONN-OH-STRP-BLT-556AL-P	Connector OH Stirrup Bolted 556AL-336AL Line [688.34]	\$0.00	\$0.00	\$3.56	\$0.00	\$0.00	\$0.00
R	4 [0]	CONN-OH-STRP-COMP-1/0AL-P	Connector OH Stirrup Compression 1/0AL Line [688.34]	\$0.00	\$0.00	\$7.12	\$0.00	\$0.00	\$0.00
R	1 [0]	CONN-OH-STRP-COMP-2AL-P	Connector OH Stirrup Compression 2AL-4AL Line [688.34]	\$0.00	\$0.00	\$1.78	\$0.00	\$0.00	\$0.00
R	3 [0]	CONN-UG-PED-AG-INSL-4POS-MD-P	Connector UG pedestal above ground insulated 4 position #12-350kcmil conductor [688.34]	\$0.00	\$0.00	\$1.41	\$0.00	\$0.00	\$0.00
R	1 [0]	FUSE-CUTOUT-100-27KV-LB-PORC-P	(UOP) REM ONLY--USE CU: FUSE-CUTOUT-100-27KV-POLY-LINE-P FOR INSTALLS. Fuse Cutout 100 27KV Load Break Porcelain [688.34]	\$0.00	\$0.00	\$74.50	\$0.00	\$0.00	\$0.00
R	1 [0]	FUSE-CUTOUT-100-27KV-PORC-EQUIP-P	(UOP) REM ONLY--USE CU: FUSE-CUTOUT-100-27KV-POLY-EQUIP-P FOR INSTALLS. Fuse Cutout 100A 27KV Porcelain for Equipment [688.34]	\$0.00	\$0.00	\$74.50	\$0.00	\$0.00	\$0.00
R	1 [0]	FUSE-CUTOUT-100-27KV-PORC-P	(UOP) REM ONLY--USE CU: FUSE-CUTOUT-100-27KV-POLY-LINE-P FOR INSTALLS. Fuse Cutout 100 27KV Porcelain [688.34]	\$0.00	\$0.00	\$74.50	\$0.00	\$0.00	\$0.00
R	1 [0]	FUSE-LINK-3-D-P	Fuse Link 3 D [688.34]	\$0.00	\$0.00	\$2.10	\$0.00	\$0.00	\$0.00
R	1 [0]	FUSE-LINK-30-K-P	Fuse Link 30 K [688.34]	\$0.00	\$0.00	\$2.10	\$0.00	\$0.00	\$0.00
R	1 [0]	FUSE-LINK-40-K-P	Fuse Link 40 K [688.34]	\$0.00	\$0.00	\$2.10	\$0.00	\$0.00	\$0.00
R	1 [0]	GND-EQUIP-2-BOND-P	Ground Equipment #2 soft drawn copper bonding (5ft length) [688.34]	\$0.00	\$0.00	\$1.78	\$0.00	\$0.00	\$0.00
R	5 [0]	GND-POLE-6-P	Ground Pole #6 soft drawn copper [688.34]	\$0.00	\$0.00	\$309.55	\$0.00	\$0.00	\$0.00
R	5 [0]	GND-ROD-OH-P	Ground Rod Overhead (first rod with clamp) [688.34]	\$0.00	\$0.00	\$131.15	\$0.00	\$0.00	\$0.00
R	8 [0]	GUY-DOWN-3/8IN-GALV-SGL-P	Guy Down Guy 3/8 in diameter Galvanized Single [688.34]	\$0.00	\$0.00	\$549.84	\$0.00	\$0.00	\$0.00
R	14 [0]	GUY-HOOK-P	Guy Hook for use on Wood Poles [688.34]	\$0.00	\$0.00	\$10.68	\$0.00	\$0.00	\$0.00
R	1 [0]	GUY-INSL-10FT-FG-P	Guy Insulator 10ft Fiberglass [688.34]	\$0.00	\$0.00	\$31.48	\$0.00	\$0.00	\$0.00
R	5 [0]	GUY-INSL-7FT-FG-P	Guy Insulator 7ft Fiberglass [688.34]	\$0.00	\$0.00	\$158.45	\$0.00	\$0.00	\$0.00
R	5 [0]	GUY-SPAN-3/8IN-GALV-ATTACH-P	Guy Span 3/8 in diameter Galvanized Attach [688.34]	\$0.00	\$0.00	\$140.61	\$0.00	\$0.00	\$0.00
R	125 [0]	GUY-SPAN-3/8IN-GALV-WIRE-P	Guy Span 3/8 in diameter Galvanized Wire [688.34]	\$0.00	\$0.00	\$126.96	\$0.00	\$0.00	\$0.00
R	10 [0]	HDWR-EYEBOLT-SM-10IN-GALV-P	Hardware Eye Bolt 5/8in diameter 10in long Galvanized Steel [688.34]	\$0.00	\$0.00	\$21.00	\$0.00	\$0.00	\$0.00
R	2 [0]	HDWR-EYEBOLT-SM-12IN-GALV-P	Hardware Eye Bolt 5/8in diameter 12in long Galvanized Steel [688.34]	\$0.00	\$0.00	\$4.20	\$0.00	\$0.00	\$0.00
R	8 [0]	HDWR-EYENUT-SM-GALV-P	Hardware Eye Nut 5/8in diameter Galvanized Steel [688.34]	\$0.00	\$0.00	\$14.70	\$0.00	\$0.00	\$0.00
R	1 [0]	HDWR-LWASH-SM-GALV-P	Hardware Lock Washer 5/8in diameter Galvanized Steel [688.34]	\$0.00	\$0.00	\$2.10	\$0.00	\$0.00	\$0.00
R	18 [0]	HDWR-MACH-SM-10IN-GALV-P	Hardware Machine Bolt 5/8in diameter 10in long Galvanized Steel [688.34]	\$0.00	\$0.00	\$16.80	\$0.00	\$0.00	\$0.00
R	1 [0]	HDWR-SWASH-SM-GALV-CURVE-P	Hardware Square Washer 5/8in diameter Galvanized Steel curved [688.34]	\$0.00	\$0.00	\$2.10	\$0.00	\$0.00	\$0.00
R	10 [0]	INSL-1RACK-SEC-PORC-P	Insulator One Wire Rack Secondary/Neutral Porcelain [688.34]	\$0.00	\$0.00	\$209.88	\$0.00	\$0.00	\$0.00
R	1 [0]	INSL-CLIP-SHUNT-P	Insulator Clip Shunt [688.34]	\$0.00	\$0.00	\$1.78	\$0.00	\$0.00	\$0.00
R	7 [0]	INSL-DE/S-23KV-PORC-P	REM ONLY--USE CU: INSL-DE/S-35KV-POLY-P FOR INSTALLS. Insulator Dead End/Suspension 23KV Porcelain [688.34]	\$0.00	\$0.00	\$565.58	\$0.00	\$0.00	\$0.00
R	3 [0]	INSL-DE/S-35KV-POLY-P	Insulator Dead End/Suspension 35kV Polymer [688.34]	\$0.00	\$0.00	\$242.39	\$0.00	\$0.00	\$0.00
R	7 [0]	INSL-EXT-LINK-P	Insulator Extension Link [688.34]	\$0.00	\$0.00	\$8.90	\$0.00	\$0.00	\$0.00
R	5 [0]	INSL-PIN-23KV-PORC-P	REM ONLY--USE CU: INSL-PIN-35KV-POLY-P FOR INSTALLS. Insulator Pin 23KV Porcelain [688.34]	\$0.00	\$0.00	\$162.65	\$0.00	\$0.00	\$0.00
R	3 [0]	INSL-POST-27KV-PORC-TT-P	REM ONLY--USE CU: INSL-POST-35KV-PORC-TT-P FOR INSTALLS. Insulator Post 27KV Porcelain Tie Top [688.34]	\$0.00	\$0.00	\$97.59	\$0.00	\$0.00	\$0.00
R	2 [0]	INSL-STUD-STL-1 3/4IN-THD-P	Insulator Stud Steel 1.75in Long Threaded [688.34]	\$0.00	\$0.00	\$1.78	\$0.00	\$0.00	\$0.00
R	1 [0]	LBKT-SIDE-STL-30IN-GALV-WD-PVT-P	Light Bracket Side Mount Steel 30in long Galvanized Finish for Wood Pole Private [688.34]	\$0.00	\$0.00	\$41.99	\$0.00	\$0.00	\$0.00
R	4 [0]	LEAD-EQ-2-CU-COVER-P	Lead Equipment 2 Copper Covered [688.34]	\$0.00	\$0.00	\$5.34	\$0.00	\$0.00	\$0.00
R	1 [0]	LEAD-EQ-6-CU-COVER-P	Lead Equipment 6 Copper Covered [688.34]	\$0.00	\$0.00	\$1.78	\$0.00	\$0.00	\$0.00
R	1 [0]	LEAD-TF-6-CU-COVER-P	Lead Trans/Reg/Cap 6 Copper Covered [688.34]	\$0.00	\$0.00	\$1.78	\$0.00	\$0.00	\$0.00
R	1 [0]	LFIX-OBTM-HPS-70-GRAY-V-120V-PVT-P	Light Fixture Open Bottom High Pressure Sodium 70W Gray Type V Private [688.34]	\$0.00	\$0.00	\$37.87	\$0.00	\$0.00	\$0.00
R	1 [0]	LFIX-PHOTO-1000-120V-PVT-P	Light Fixture Photocell 1000W Private [688.34]	\$0.00	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00
R	1 [0]	PEL-AG-MD-POLY-P	Pedestal Above Ground 10in wide x 14in long Polymer [688.34]	\$0.00	\$0.00	\$79.90	\$0.00	\$0.00	\$0.00
R	5 [0]	POLE-WD-30-C6-P	(UOP) 30ft long Class 6 Wood Pole with CCA Finish [688.34]	\$0.00	\$0.00	\$1,133.25	\$0.00	\$0.00	\$0.00
R	1 [0]	POLE-WD-40-C4-P	(UOP) 40ft long Class 4 Wood Pole with CCA Finish [688.34]	\$0.00	\$0.00	\$348.37	\$0.00	\$0.00	\$0.00
R	6 [0]	POLE-WD-40-C5-P	(UOP) 40ft long Class 5 Wood Pole with CCA Finish [688.34]	\$0.00	\$0.00	\$2,090.22	\$0.00	\$0.00	\$0.00
R	1 [0]	POLE-WD-45-C5-P	(UOP) REM ONLY: USE CU: POLE-WD-45-C4-P FOR INSTALLS. 45ft long Class 5 Wood Pole with CCA Finish [688.34]	\$0.00	\$0.00	\$348.37	\$0.00	\$0.00	\$0.00
R	1 [0]	POLE-WD-TREAT-P	Pole Wood treatment with boron rod [688.34]	\$0.00	\$0.00	\$1.78	\$0.00	\$0.00	\$0.00
R	1 [0]	RECL-TRIPSAVER-100-U4-29KV-1P-P	(UOP) Single Phase Cutout Mounted 100A Tripsaver 29KV Rated Voltage Vacuum Recloser. Pre-Programmed for U4 Delay Curve [688.34]	\$0.00	\$0.00	\$199.37	\$0.00	\$0.00	\$0.00
R	1 [0]	RISER-1IN-COND-3PC-P	Riser 1in Conduit 3-10ft sections [688.34]	\$0.00	\$0.00	\$48.27	\$0.00	\$0.00	\$0.00

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R	2 [0]	RISER-2IN-UGUARD-3PC-P	Riser 2in U Guard 3-10ft section [§68.34]	\$0.00	\$0.00	\$96.54	\$0.00	\$0.00	\$0.00
R	1 [0]	RISER-3IN-COND-3PC-P	Riser 3in Conduit 3-10ft sections [§68.34]	\$0.00	\$0.00	\$48.27	\$0.00	\$0.00	\$0.00
R	1 [0]	RISER-4IN-UGUARD-3PC-P	Riser 4in U Guard 3-10ft section [§68.34]	\$0.00	\$0.00	\$55.76	\$0.00	\$0.00	\$0.00
R	1 [0]	TERM-1/0-AL-25KV-P	Termination Kit 1/0 AL 25kV [§68.34]	\$0.00	\$0.00	\$45.78	\$0.00	\$0.00	\$0.00
R	1 [0]	TF-OH-10-23KV-120/240V-1P-P	(UOP) Pole Mount 10kVA Single Bushing Transformer for 22.86/13.2kV Primary and 120/240V Secondary [§68.34]	\$0.00	\$0.00	\$281.21	\$0.00	\$0.00	\$0.00
R	3 [0]	TIE-DE GRIP-1/0-AL-P	Tie Dead End Grip 1/0 AL [§68.34]	\$0.00	\$0.00	\$127.37	\$0.00	\$0.00	\$0.00
R	3 [0]	TIE-DE GRIP-2-AL-P	Tie Dead End Grip 2 AL [§68.34]	\$0.00	\$0.00	\$128.10	\$0.00	\$0.00	\$0.00
R	1 [0]	TIE-DE GRIP-4-AL-P	Tie Dead End Grip 4 AL [§68.34]	\$0.00	\$0.00	\$42.70	\$0.00	\$0.00	\$0.00
R	6 [0]	TIE-HAND-4-AL-P	Tie Hand 4 AL [§68.34]	\$0.00	\$0.00	\$10.88	\$0.00	\$0.00	\$0.00
R	1 [0]	TIE-SIDE-1/0-AL-FNECK-P	Tie Side 1/0 AL F Neck [§68.34]	\$0.00	\$0.00	\$1.78	\$0.00	\$0.00	\$0.00
R	2 [0]	TIE-SIDE-477-AL-FNECK-P	Tie Side 477 AL F Neck [§68.34]	\$0.00	\$0.00	\$1.78	\$0.00	\$0.00	\$0.00
R	2 [0]	TIE-TOP-1/0-AL-FNECK-P	Tie Top 1/0 AL F Neck [§68.34]	\$0.00	\$0.00	\$3.56	\$0.00	\$0.00	\$0.00
R	1 [0]	TIE-TOP-477-AL-FNECK-P	Tie Top 477 AL F Neck [§68.34]	\$0.00	\$0.00	\$1.78	\$0.00	\$0.00	\$0.00
R	1 [0]	ULAB-CONN-SEC-EQUIP-P	UG Labor Connections for secondary at UG equipment (per multiplex) [§0.00]	\$0.00	\$0.00	\$19.98	\$0.00	\$0.00	\$0.00
R	2 [0]	ULAB-CONN-SEC-EQUIP-SVC-P	UG Labor Connections for service at UG equipment (per multiplex) [§0.00]	\$0.00	\$0.00	\$39.96	\$0.00	\$0.00	\$0.00
R	2 [0]	ULAB-CONN-SEC-RISER-P	UG Labor Connections for secondary at pole riser (per multiplex) [§0.00]	\$0.00	\$0.00	\$44.94	\$0.00	\$0.00	\$0.00
R	88 [0]	WIRE-LGT-4-AL-DX-P	Wire Lighting 4 Aluminum Duplex [§68.34]	\$0.00	\$0.00	\$107.03	\$0.00	\$0.00	\$0.00
R	2352 [0]	WIRE-PRI-1/0-ACSR-P	(UOP) MAINT ONLY: 1/0 ACSR Bare Overhead 6/1 Stranding. Not Approved for New Construction [§68.34]	\$0.00	\$0.00	\$2,392.38	\$0.00	\$0.00	\$0.00
R	264 [0]	WIRE-PRI-2-ACSR-P	(UOP) MAINT ONLY: #2 AAAC Bare Overhead Wire with 7 Strands. Not Approved for New Construction [§68.34]	\$0.00	\$0.00	\$268.62	\$0.00	\$0.00	\$0.00
R	235 [0]	WIRE-SEC-1/0-AL-TX-P	(UOP) 600V Secondary Triplex Wire: (2) 1/0 Aluminum Wires with XLPE Insulation and (1) 1/0 Bare Aluminum Wire [§68.34]	\$0.00	\$0.00	\$263.37	\$0.00	\$0.00	\$0.00
R	104 [0]	WIRE-SEC-2-AL-TX-P	(UOP) 600V Secondary Triplex Wire: (2) #2 Aluminum with XLPE Insulation and (1) #2 Bare Aluminum Wire [§68.34]	\$0.00	\$0.00	\$116.47	\$0.00	\$0.00	\$0.00
R	51 [0]	WIRE-SVC-1/0-AL-TX-P	(UOP) 600V Service Triplex Wire: (2) 1/0 Aluminum Wires with XLPE Insulation and (1) 1/0 Bare Aluminum Wire [§68.34]	\$0.00	\$0.00	\$107.03	\$0.00	\$0.00	\$0.00
R	48 [0]	WIRE-SVC-2-AL-TX-P	(UOP) 600V Service Triplex Wire: (2) #2 Aluminum with XLPE Insulation and (1) #2 Bare Aluminum Wire [§68.34]	\$0.00	\$0.00	\$107.03	\$0.00	\$0.00	\$0.00
T	4	BKT-EM-POLE-1P-FG-P	Bracket Equipment Mount Pole Single Phase Fiberglass	\$0.00	\$0.00	\$0.00	\$193.08	\$0.00	\$0.00
T	1	CABLE-GRIP-SGL-MD-P	Cable Grip single eye 2-2 1/2in cable diameter	\$0.00	\$0.00	\$0.00	\$1.66	\$0.00	\$0.00
T	2	CONN-OH-HLC-2/0CU-8CUSOL-P	Connector OH Hot Line Clamp 2/0CU-8CUSOL Line to 2/0CU-8CUSOL Tap	\$0.00	\$0.00	\$0.00	\$3.56	\$0.00	\$0.00
T	1	CONN-OH-STRP-COMP-1/0AL-P	Connector OH Stirrup Compression 1/0AL Line	\$0.00	\$0.00	\$0.00	\$1.78	\$0.00	\$0.00
T	12	CONN-OH-TF-STEM-2POS-500AL-P	Connector OH Transformer Stem 1/2in stud to 2 position single set screw 500 AL	\$0.00	\$0.00	\$0.00	\$7.12	\$0.00	\$0.00
T	1	FUSE-CUTOUT-100-27KV-POLY-EQUIP-P	(UOP) EQUIPMENT PROTECTION ONLY: 27kV 100A Non-Loadbreak Fuse Cutout with Polymer Insulator (Non-Mapable)	\$0.00	\$0.00	\$0.00	\$104.93	\$0.00	\$0.00
T	2	FUSE-CUTOUT-25/FLIMITER-27KV-POLY-EQUIP-P	(UOP) EQUIPMENT PROTECTION ONLY: 25kV Fault Tamer Assembly with Polymer Insulator for use on 23kV Circuits	\$0.00	\$0.00	\$0.00	\$209.86	\$0.00	\$0.00
T	2	FUSE-LINK-3-CL-FLIMITER-P	Fuse Link 3 CL Fault Tamer	\$0.00	\$0.00	\$0.00	\$4.20	\$0.00	\$0.00
T	1	FUSE-LINK-5-CL-FLIMITER-P	Fuse Link 5 CL Fault Tamer	\$0.00	\$0.00	\$0.00	\$2.10	\$0.00	\$0.00
T	1	FUSE-LINK-5-D-P	Fuse Link 5 D	\$0.00	\$0.00	\$0.00	\$2.10	\$0.00	\$0.00
T	1	LBKT-SIDE-6FT-GALV-WD-PUB-P	Light Bracket Side Mount 6ft long Galvanized Finish for Wood Pole Public	\$0.00	\$0.00	\$0.00	\$69.16	\$0.00	\$0.00
T	1	LBKT-SIDE-STL-30IN-GALV-WD-PVT-P	Light Bracket Side Mount Steel 30in long Galvanized Finish for Wood Pole Private	\$0.00	\$0.00	\$0.00	\$69.16	\$0.00	\$0.00
T	7	LEAD-TF-6-CU-COVER-P	Lead Trans/Reg/Cap 6 Copper Covered	\$0.00	\$0.00	\$0.00	\$12.46	\$0.00	\$0.00
T	2	OLAB-TRF-MX-DE-P	DEP Adder Conductor - TRANSFER ONLY: OH Labor for Transferring Deadended Multiplex Wire	\$0.00	\$0.00	\$0.00	\$167.88	\$0.00	\$0.00
T	6	OLAB-TRF-WIRE-MD-NDE-P	DEP Adder Conductor - OH Labor Transferring overhead wire > 2/0 - 556 non dead end (per attachment)	\$0.00	\$0.00	\$0.00	\$373.56	\$0.00	\$0.00
T	4	OLAB-TRF-WIRE-SM-DE-P	DEP Adder Conductor - OH Labor Transferring overhead wire up to 2/0 dead end (per attachment)	\$0.00	\$0.00	\$0.00	\$251.84	\$0.00	\$0.00
T	2	OLAB-TRF-WIRE-SM-NDE-P	DEP Adder Conductor - OH Labor Transferring overhead wire up to 2/0 non dead end (per attachment)	\$0.00	\$0.00	\$0.00	\$96.54	\$0.00	\$0.00
T	1	RISER-3IN-COND-3PC-P	Riser 3in Conduit 3-10ft sections	\$0.00	\$0.00	\$0.00	\$78.24	\$0.00	\$0.00
T	4	TF-OH-15-23KV-120/240V-1P-P	(UOP) Pole Mount 15kVA Single Bushing Transformer for 22.86/13.2kV Primary and 120/240V Secondary	\$0.00	\$0.00	\$0.00	\$1,611.72	\$0.00	\$0.00
T	1	TF-OH-25-23KV-120/240V-1P-P	(UOP) Pole Mount 25kVA Single Bushing Transformer for 22.86/13.2kV Primary and 120/240V Secondary	\$0.00	\$0.00	\$0.00	\$402.93	\$0.00	\$0.00
T	2	TF-OH-37-23KV-120/240V-1P-P	(UOP) Pole Mount 37.5kVA Single Bushing Transformer for 22.86/13.2kV Primary and 120/240V Secondary	\$0.00	\$0.00	\$0.00	\$805.86	\$0.00	\$0.00
Totals:				\$23,912.86	\$31,284.18	\$13,284.51	\$4,469.74	\$53,703.98	\$0.00
Overhead Costs:								\$12,459.32	
Total Materials:				\$4,113.01	\$7,257.93	\$3,082.01	\$1,036.98		
Total Labor:						\$28,025.87			
Total Install Cost:						\$38,542.11	\$16,366.52	\$5,506.72	
Total Removal Cost:						\$132,731.29			
Total Transfer Cost:						\$16,366.52			
Total Transfer Cost:						\$5,506.72			

CU Estimate
Project Estimation By Compatible Unit

Total Salvage Value:

\$0.00

Total Install Man Hours: 304.19
Total Remove Man Hours: 126.42
Total Transfer Man Hours: 43.16

Total Gross Up:
Total Project Cost:

\$20,128.20
\$174,732.72

Show Report Criteria

LEGEND

- INSTALL (RED)
- REMOVE (GREEN)
- EXISTING TO REMAIN (BLUE)
- ABANDON (ORANGE)
- TEMPORARY (YELLOW)
- PERMANENT UTILITIES EASEMENT
- AERIAL UTILITIES EASEMENT

SAFETY

USP: CIRCUIT: T4530B05
 USP: FEEDER: APEX NORTH 23KV
 USP: SUBSTATION: APEX NORTH 230KV

Safety Reminders / Adverse Conditions

WZS: Remember "Your Circle of Safety"
 WZS: HEAVY TRAFFIC IN THIS AREA

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

LAND AGENT & VEGETATION MANAGEMENT
 OPS CENTER: EUQUAY
 RESP. CENTER - ENG: CH8D. TREE CLEARING: ROW:
 ACTIVITY - ENG: E TREE CLEARING: I ROW: E

DUKE ENERGY PROGRESS

Funding #: PFP966108
 Work Order #: 37978692
 Address: Town of Apex
 Jessie Drive Extension and Widening
 4821 Jessie, Dr.
 Apex, NC 27339
 Wake County

Designed By: Mark Butler
 Design Completed: 09-28-20
 Scale: 1" = 40'
 Office Phone: 919-654-6595
 Cell Phone: 740-404-2630
 Sheet #: 5

ALL TFOs ON THIS SHEET ARE IN A HFZ

PIKE ENGINEERING

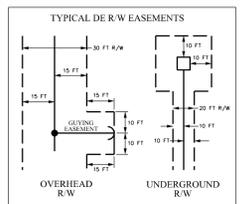
4721 HARGROVE ROAD
 RALEIGH, NC 27616
 LICENSURE #: F-1217

PRELIMINARY DRAWING NOT FOR CONSTRUCTION

ALL CONSTRUCTION PER DUKE ENERGY PROGRESS SPECIFICATIONS, CODES AND MANUALS.

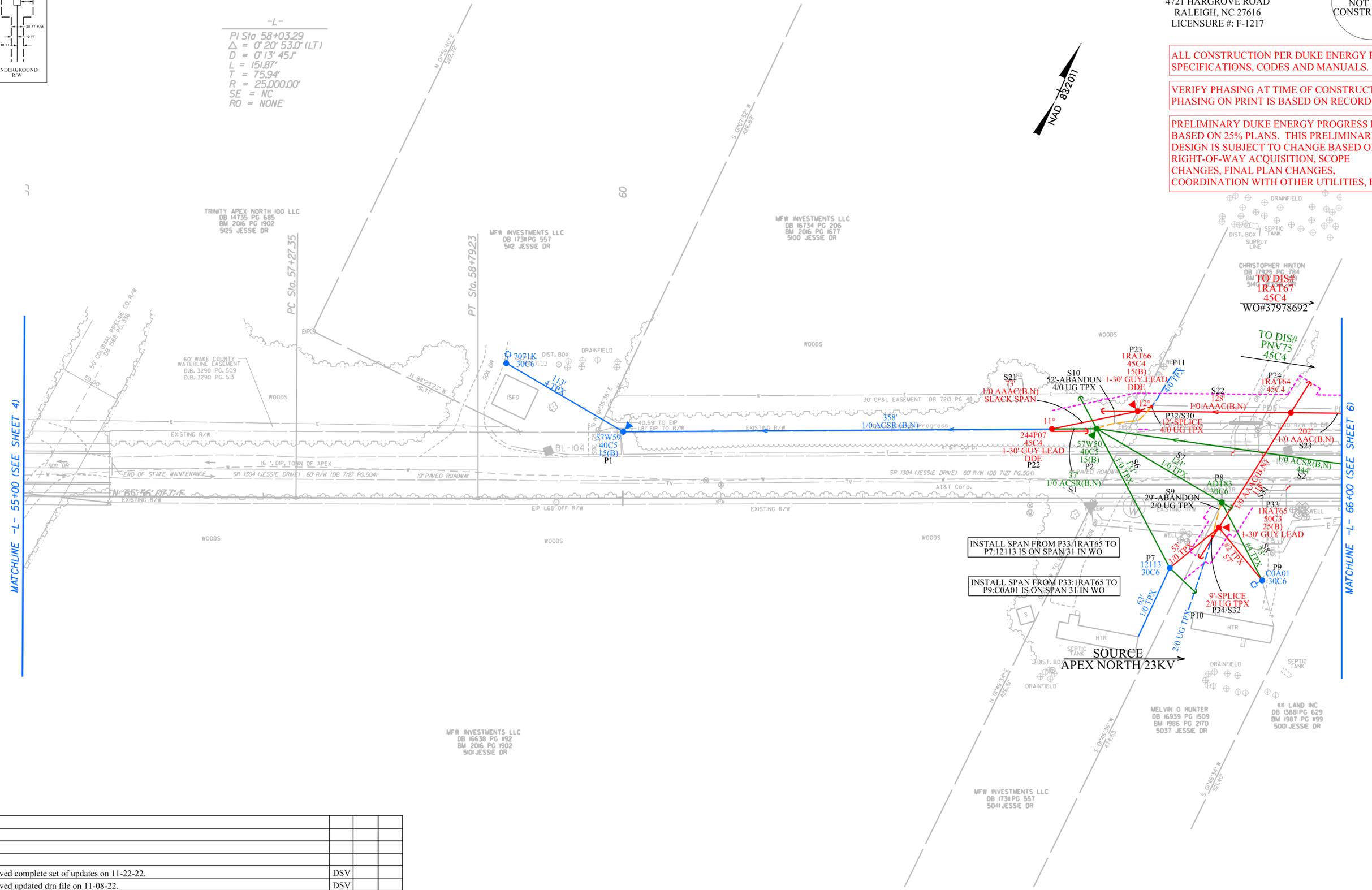
VERIFY PHASING AT TIME OF CONSTRUCTION. PHASING ON PRINT IS BASED ON RECORDS.

PRELIMINARY DUKE ENERGY PROGRESS DESIGN BASED ON 25% PLANS. THIS PRELIMINARY DESIGN IS SUBJECT TO CHANGE BASED ON RIGHT-OF-WAY ACQUISITION, SCOPE CHANGES, FINAL PLAN CHANGES, COORDINATION WITH OTHER UTILITIES, ETC.



-L-

PI Sta 58+03.29
 $\Delta = 0^\circ 20' 53.0" (LT)$
 $D = 0^\circ 13' 45"$
 $L = 151.87'$
 $T = 75.94'$
 $R = 25,000.00'$
 $SE = NC$
 $RO = NONE$



INSTALL SPAN FROM P33:1RAT65 TO P7:12113 IS ON SPAN 31 IN WO

INSTALL SPAN FROM P33:1RAT65 TO P9:COA01 IS ON SPAN 31 IN WO

NO.	DATE	REVISION	BY	CK	APP
3	11-22-22	Received complete set of updates on 11-22-22.			
2	11-08-22	Received updated dsn file on 11-08-22.	DSV		
1	07-11-22	Received updated dsn, row, ss files on 07-11-22.	DSV		

LEGEND

- INSTALL (RED)
- REMOVE (GREEN)
- EXISTING TO REMAIN (BLUE)
- ABANDON (ORANGE)
- TEMPORARY (YELLOW)
- PERMANENT UTILITIES EASEMENT (DASHED PINK)
- AERIAL UTILITIES EASEMENT (DASHED CYAN)

SAFETY

USP: CIRCUIT: T4530B05
 USP: FEEDER: APEX NORTH 23KV
 USP: SUBSTATION: APEX NORTH 230KV

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- FLAGGERS NEEDED
- WZS: Remember "Your Circle of Safety"
- WZS: HEAVY TRAFFIC IN THIS AREA

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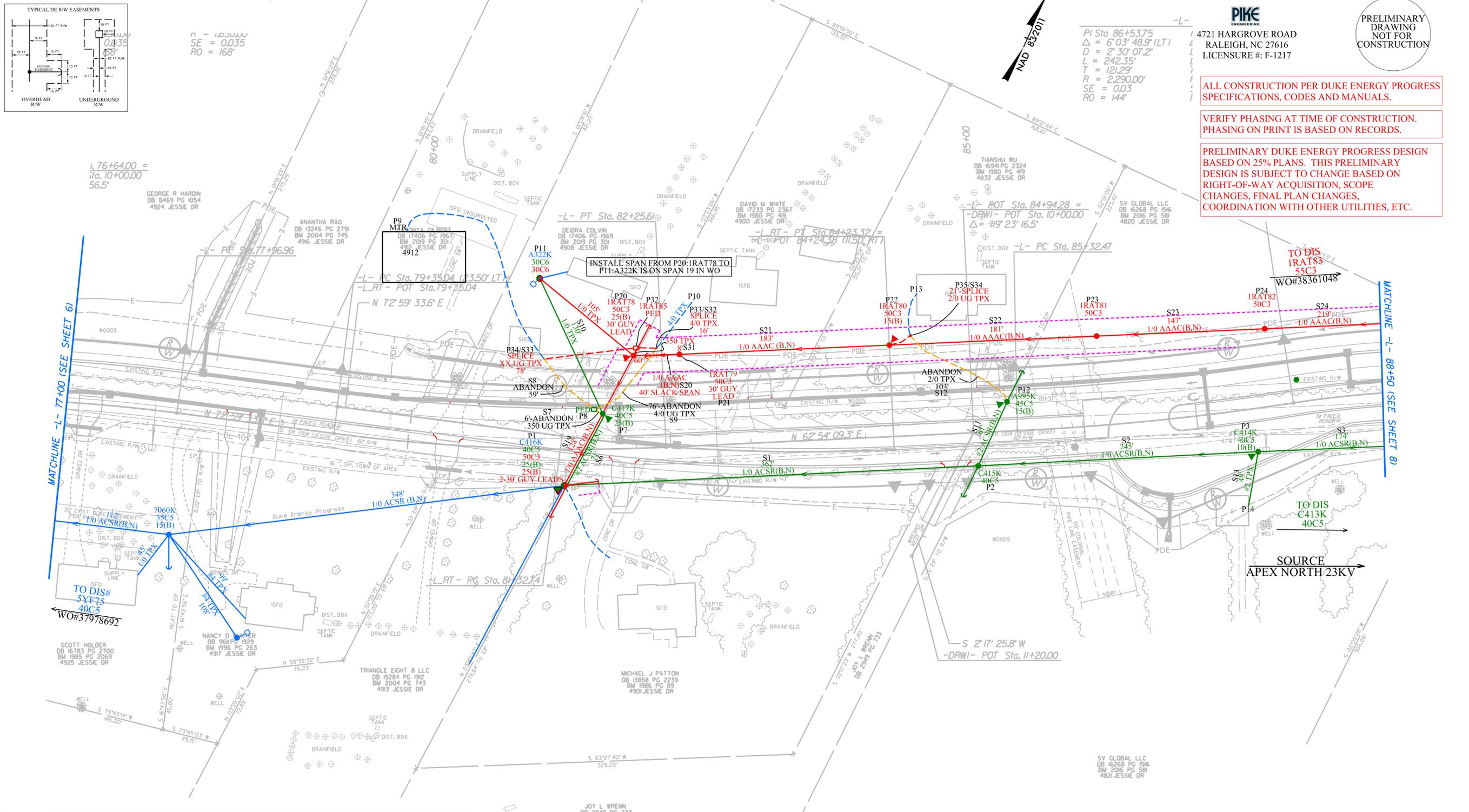
LAND AGENT & VEGETATION MANAGEMENT
 OPS CENTER: EUQUAY
 RESP. CENTER - ENG: CHD. TREE CLEARING: ROW:
 ACTIVITY - ENG: E TREE CLEARING: I ROW: E

DUKE ENERGY PROGRESS

Funding #: PFP966108
 Work Order #: 38361048
 Address: Town of Apex
 Jessie Drive Extension and Widening
 4821 Jessie Dr.
 Apex, NC 27539
 Wake County

Designed By: Mark Butler
 Design Completed: 09-28-20
 Scale: 1" = 40'
 Office Phone: 919-654-6595
 Cell Phone: 740-404-2630
 Sheet #: 7

ALL TFOs ON THIS SHEET ARE IN A HFZ



PIKE ENGINEERING

PRELIMINARY DRAWING NOT FOR CONSTRUCTION

ALL CONSTRUCTION PER DUKE ENERGY PROGRESS SPECIFICATIONS, CODES AND MANUALS.

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| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 10, 2026

Item Details

Presenter(s): Marty Stone, P.E., Assistant Town Manager - Development and Operations Portfolio

Department(s): Town Manager's Office

Requested Motion

Motion to ratify an oral amendment to a Master Services Contract between the Town of Apex and Ferguson Enterprises, LLC dba Ferguson Waterworks for completion of Meter System Upgrade Project and adopt the associated Capital Project Ordinance (CPO) No. 2026-11.

Approval Recommended?

Yes

Item Details

The Meter System Upgrade Project includes mass exchange of water and electric meters to operate with our new meter interface and enterprise resource planning (ERP) software to provide additional data to our customers.

In order to transition from our old ERP to our new ERP, the town required Ferguson Waterworks to stop work on meter exchanges from June 27 to July 8, 2025. The total cost for the stoppage of work was \$25,200 based on 7 standard workdays lost times \$3,600 per day. The town's consultant Power System Engineering, Inc. and town staff recommend approval of this change to the master agreement through ratification of the oral amendment.

Capital Project Ordinance No. 2026-11 allocates \$25,200 of interest earned within the Water Wastewater Capital Project fund to the Meter System Upgrade Project for this master agreement contract amendment

Attachments

- CN4-A1: Capital Project Ordinance Amendment No. 11 - Water Wastewater Meter System Upgrades





Town of Apex

CAPITAL PROJECT ORDINANCE AMENDMENT 2026-11

420 - Water/Wastewater Capital Projects Fund

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

SECTION 1: The project authorized by this ordinance consists of water and wastewater capital projects.

SECTION 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

SECTION 3: The following revenues are anticipated to be available to complete these projects:

Type	Increase/(Decrease)	Amended Fund Totals
State Grants	-	400,000
Interest Earned	25,200	1,645,936
Transfer from Water/Wastewater Fund	-	17,063,900
Transfer from Water/Wastewater Capital Reserve Fund	-	50,718,959
Transfer from System Development Fee Fund	-	14,055,405
Total Revenues		\$83,884,200

SECTION 4: The following amounts are appropriated for the project funds:

Type	Increase/(Decrease)	Amended Fund Totals
Water/Wastewater Capital Projects Expenditures	25,200	83,884,200
Total Expenditures		\$83,884,200

SECTION 5: The Finance Officer hereby directed to maintain within the project funds detailed accounting records.

SECTION 6: The Budget Officer is directed to include a detailed analysis of the past and future costs and revenues on this capital project in every budget submission made to the Town Council.

SECTION 7: The Town Manager is authorized to amend expenditures within the fund for expenditures that are authorized per section I of this ordinance that do not change the total appropriation within the fund.

SECTION 8: Copies of this capital project ordinance shall be furnished to the Clerk to the Town Council, and to the Budget Officer and the Finance Officer for direction in carrying out this project within five (5) days after adoption.

SECTION 9: All ordinances in conflict with this ordinance are hereby repealed or amended to reflect the controlling nature of this Ordinance.

Adopted this the 10th day of February, 2026

Attest:

Jacques K. Gilbert, Mayor

Allen L. Coleman, CMC, NCCCC, Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 10, 2026

Item Details

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

Department(s): Transportation and Infrastructure Development

Requested Motion

- Motion to award a construction contract with Blythe Construction, Inc., for the 2026 Road Rehabilitation Project, including the base bid, bid alternate 1, and bid alternate 2 in the amount of \$6,584,210.60 and authorize the Town Manager, or their designee, to execute the contract on behalf of the Town.
- Motion to authorize a ten percent (10%) contingency be added to the project budget related to the 2026 Road Rehabilitation.

Approval Recommended?

Yes

Item Details

The scope of work includes curb ramp reconstruction, milling, patching, and repaving, and includes the streets in Haddon Hall (west sections), Woodridge, Glenn Arbor, Salem Oaks, Shepherds Vineyard Phase 6 & 7, Ashley Downs, Waterford East, Green at Scotts Mill, and Miramonte (Bid Alternate 1) subdivisions; Germaine Street (James Street to Log Pond Court), Maya Court, North Mason Street (East Chatham Street to Center Street), James Street (South Hughes Street to Schieffelin Road), Upchurch Street (South of NC 55); Classic Road, Burma Drive, and Goodworth Drive (Bid Alternate 2); Saunders Street and Hinton Street (Saunders Street to Ivy Glen Drive). The scope of work also includes patching only on the streets in Seagroves Farm, Holland Farm, Olive Chapel Park, and Ellington Place subdivisions. Map selection is based on Pavement Condition Index values from the 2023 Pavement Condition Survey.

Sealed bids for construction and furnishing of all materials were received and opened on Thursday, January 15, 2026. It is the recommendation of staff that the contract be awarded to Blythe Construction, Inc. as the lowest responsive bidder. Funding for the scope of work is included in the current operating budget and capital project bond funding.

BID SUMMARY:

Contractor	Base Bid	Bid Alternate 1	Bid Alternate 2	Total
Blythe Construction, Inc.	\$5,281,049.60	\$714,733.50	\$588,427.50	\$6,584,210.60
Cardinal Civil Contracting	\$5,596,409.00	\$777,023.50	\$653,827.50	\$7,027,260.00
Barnhill Contracting Co.	\$5,886,672.60	\$814,870.50	\$679,110.00	\$7,380,653.10
Fred Smith Company	\$5,940,944.60	\$847,461.00	\$676,272.50	\$7,464,678.10
<i>Engineer's Estimate</i>	<i>\$6,565,320.00</i>	<i>\$953,193.00</i>	<i>\$783,199.00</i>	<i>\$8,301,712.00</i>

Attachments

- CN5-A1: Road Work Contract - Construction Contract Award - 2026 Road Rehabilitation Project
- CN5-A2: Bid Tabulation - Construction Contract Award - 2026 Road Rehabilitation Project
- CN5-A3: Vicinity Map - Construction Contract Award - 2026 Road Rehabilitation Project



**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**PURCHASE ORDER #
ROAD WORK CONTRACT**

THIS CONTRACT is entered into this the ____ day of _____, 2026, by and between, Blythe Construction, Inc., a North Carolina corporation with its principal business offices located at 2911 North Graham Street, Charlotte, NC 28206 (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 2026 Road Rehabilitation Project 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 “2026 ROAD REHABILITATION”, dated 1/7/2026 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 the following number of calendar days from the issuance of the Notice to Proceed based on the scope awarded:

<u>Calendar Days</u>	<u>Award Scope</u>
190	Base Bid
210	Base Bid + Alternate 1
240	Base Bid + Alternate 1 & 2

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 **\$1,500** 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 an amount not to exceed **\$6,584,210.60**. 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 within seven (7) days of the identified need for the change. 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.
 - E. Any overages in quantities needed shall be reported immediately to the Town's representative and approved by the Town prior to usage of said quantities. In the event quantities will exceed 20% of the estimated amount in the Contract Documents, Contractor shall initiate a Change Order consistent with this Section 4.

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: Amir Nezarati PO Box 250 Apex, NC 27502 amir.nezarati@apexnc.org
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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 _____, 2026.

Contractor: _____

Town of Apex

Name (type or print)

Randal E. Vosburg, Town Manager

Signature

Title

Attest:

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

Secretary (if a corporation)

Jonathan Griffin, Finance Director

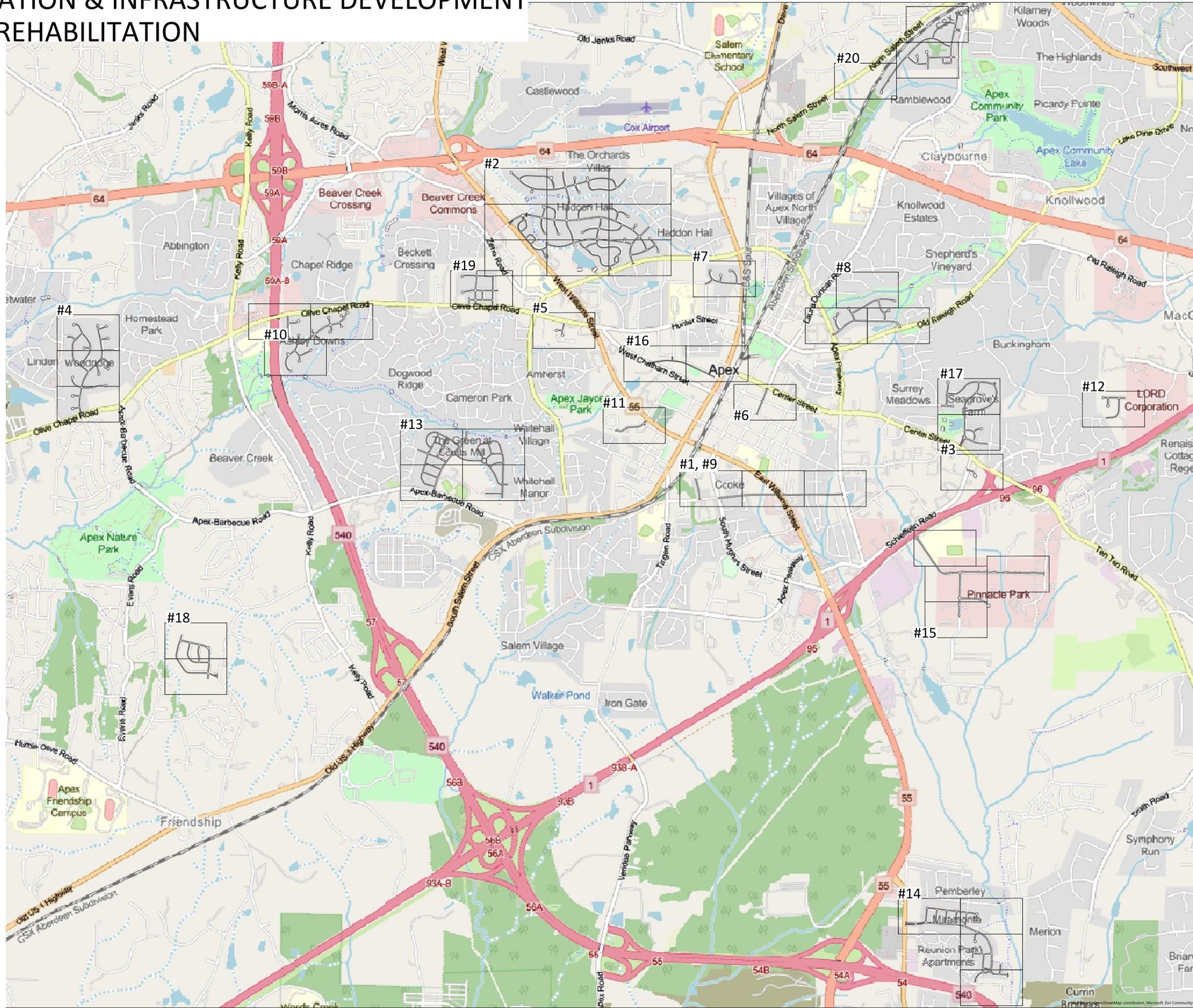
ITEM #	SECTION	DESCRIPTION	UNIT	QUANTITY	Engineer's Estimate		Blythe Construction		Cardinal Civil Contracting		Barnhill Contracting Company		Fred Smith Company		
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	
BASE BID - MAPS 1-13, 16-20															
1	800	MOBILIZATION	LS	1	\$ 312,700.00	\$ 312,700.00	\$ 250,000.00	\$ 250,000.00	\$ 220,000.00	\$ 220,000.00	\$ 260,000.00	\$ 260,000.00	\$ 290,000.00	\$ 290,000.00	
2	607	MILLING, 1.25-INCH DEPTH	SY	220,000	\$ 3.40	\$ 748,000.00	\$ 3.00	\$ 660,000.00	\$ 2.15	\$ 473,000.00	\$ 3.15	\$ 693,000.00	\$ 3.25	\$ 715,000.00	
3	610	ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5B	TN	16,640	\$ 87.00	\$ 1,447,680.00	\$ 65.00	\$ 1,081,600.00	\$ 61.00	\$ 1,015,040.00	\$ 81.20	\$ 1,351,168.00	\$ 75.00	\$ 1,248,000.00	
4	SP	PATCHING EXISTING PAVEMENT	TN	12,430	\$ 130.70	\$ 1,624,601.00	\$ 90.50	\$ 1,124,915.00	\$ 124.00	\$ 1,541,320.00	\$ 115.00	\$ 1,429,450.00	\$ 112.00	\$ 1,392,160.00	
5	620	ASPHALT BINDER FOR PLANT MIX	TN	1,680	\$ 560.00	\$ 940,800.00	\$ 565.00	\$ 949,200.00	\$ 570.00	\$ 957,600.00	\$ 475.00	\$ 798,000.00	\$ 570.00	\$ 957,600.00	
6	802/846	CURB & GUTTER, STANDARD (30") - REMOVE & REPLACE	LF	3,960	\$ 62.80	\$ 248,688.00	\$ 55.00	\$ 217,800.00	\$ 70.00	\$ 277,200.00	\$ 55.00	\$ 217,800.00	\$ 55.00	\$ 217,800.00	
7	802/848	CONCRETE SIDEWALK - REMOVE & REPLACE	SY	740	\$ 58.60	\$ 43,364.00	\$ 75.00	\$ 55,500.00	\$ 90.00	\$ 66,600.00	\$ 75.00	\$ 55,500.00	\$ 75.00	\$ 55,500.00	
8	802/848	CONCRETE CURB RAMP - REMOVE & REPLACE	EA	208	\$ 3,330.00	\$ 692,640.00	\$ 2,400.00	\$ 499,200.00	\$ 2,300.00	\$ 478,400.00	\$ 2,400.00	\$ 499,200.00	\$ 2,400.00	\$ 499,200.00	
9	802/848	CONCRETE CURB RAMP - REMOVE ONLY	EA	10	\$ 1,670.00	\$ 16,700.00	\$ 1,500.00	\$ 15,000.00	\$ 1,800.00	\$ 18,000.00	\$ 1,500.00	\$ 15,000.00	\$ 1,500.00	\$ 15,000.00	
10	SP	CONCRETE GREENWAY CURB RAMP - REMOVE & REPLACE	EA	6	\$ 4,000.00	\$ 24,000.00	\$ 3,000.00	\$ 18,000.00	\$ 3,650.00	\$ 21,900.00	\$ 3,000.00	\$ 18,000.00	\$ 3,000.00	\$ 18,000.00	
11	SP	GREENWAY - REMOVE & REPLACE	SY	41	\$ 100.00	\$ 4,100.00	\$ 100.00	\$ 4,100.00	\$ 135.00	\$ 5,535.00	\$ 100.00	\$ 4,100.00	\$ 100.00	\$ 4,100.00	
12	1101	TRAFFIC CONTROL	LS	1	\$ 204,000.00	\$ 204,000.00	\$ 183,000.00	\$ 183,000.00	\$ 205,000.00	\$ 205,000.00	\$ 325,000.00	\$ 325,000.00	\$ 297,000.00	\$ 297,000.00	
13	1120	PORTABLE CHANGEABLE MESSAGE SIGN (SHORT TERM)	DY	10	\$ 1,000.00	\$ 10,000.00	\$ 250.00	\$ 2,500.00	\$ 450.00	\$ 4,500.00	\$ 630.00	\$ 6,300.00	\$ 300.00	\$ 3,000.00	
14	1205	THERMOPLASTIC PAVEMENT MARKING LINES 4" 90 MILS	LF	4,705	\$ 2.00	\$ 9,410.00	\$ 2.10	\$ 9,880.50	\$ 2.10	\$ 9,880.50	\$ 2.10	\$ 9,880.50	\$ 2.10	\$ 9,880.50	
15	1205	THERMOPLASTIC PAVEMENT MARKING LINES 8" 90 MIL	LF	1,210	\$ 3.00	\$ 3,630.00	\$ 3.00	\$ 3,630.00	\$ 3.00	\$ 3,630.00	\$ 3.00	\$ 3,630.00	\$ 3.00	\$ 3,630.00	
16	1205	THERMOPLASTIC PAVEMENT MARKING LINES 24" 90 MIL	LF	1,385	\$ 11.00	\$ 15,235.00	\$ 13.00	\$ 18,005.00	\$ 13.00	\$ 18,005.00	\$ 13.00	\$ 18,005.00	\$ 13.00	\$ 18,005.00	
17	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL 90 MILS	EA	10	\$ 310.00	\$ 3,100.00	\$ 125.00	\$ 1,250.00	\$ 125.00	\$ 1,250.00	\$ 125.00	\$ 1,250.00	\$ 125.00	\$ 1,250.00	
18	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTERS 90 MILS	EA	20	\$ 177.00	\$ 3,540.00	\$ 100.00	\$ 2,000.00	\$ 100.00	\$ 2,000.00	\$ 100.00	\$ 2,000.00	\$ 100.00	\$ 2,000.00	
19	1725	INDUCTIVE LOOP SAWCUT	LF	625	\$ 17.00	\$ 10,625.00	\$ 15.00	\$ 9,375.00	\$ 15.00	\$ 9,375.00	\$ 15.00	\$ 9,375.00	\$ 15.00	\$ 9,375.00	
20	SP	ADJUSTMENT OF VALVE BOXES W/ RINGS	EA	64	\$ 410.00	\$ 26,240.00	\$ 225.00	\$ 14,400.00	\$ 650.00	\$ 41,600.00	\$ 225.00	\$ 14,400.00	\$ 225.00	\$ 14,400.00	
21	SP	ADJUSTMENT OF VALVE BOXES, MANUAL	EA	46	\$ 800.00	\$ 36,800.00	\$ 650.00	\$ 29,900.00	\$ 900.00	\$ 41,400.00	\$ 685.00	\$ 31,510.00	\$ 650.00	\$ 29,900.00	
22	SP	ADJUSTMENT OF VALVE BOXES INCLUDING REPLACEMENT	EA	70	\$ 370.00	\$ 25,900.00	\$ 750.00	\$ 52,500.00	\$ 1,100.00	\$ 77,000.00	\$ 785.00	\$ 54,950.00	\$ 750.00	\$ 52,500.00	
23	SP	ADJUSTMENT OF MANHOLES W/ RINGS	EA	10	\$ 730.00	\$ 7,300.00	\$ 275.00	\$ 2,750.00	\$ 750.00	\$ 7,500.00	\$ 275.00	\$ 2,750.00	\$ 275.00	\$ 2,750.00	
24	SP	ADJUSTMENT OF MANHOLES, MANUAL	EA	26	\$ 870.00	\$ 22,620.00	\$ 750.00	\$ 19,500.00	\$ 900.00	\$ 23,400.00	\$ 820.00	\$ 21,320.00	\$ 750.00	\$ 19,500.00	
25	SP	ADJUSTMENT OF MANHOLES INCLUDING REPLACEMENT	EA	10	\$ 900.00	\$ 9,000.00	\$ 650.00	\$ 6,500.00	\$ 1,250.00	\$ 12,500.00	\$ 720.00	\$ 7,200.00	\$ 650.00	\$ 6,500.00	
26	SP	SPEED HUMP - REMOVE & REPLACE	EA	3	\$ 10,000.00	\$ 30,000.00	\$ 5,400.00	\$ 16,200.00	\$ 5,000.00	\$ 15,000.00	\$ 4,130.00	\$ 12,390.00	\$ 6,100.00	\$ 18,300.00	
27	SP	WEDGING	TN	100	\$ 230.00	\$ 23,000.00	\$ 200.00	\$ 20,000.00	\$ 200.00	\$ 20,000.00	\$ 110.00	\$ 11,000.00	\$ 230.00	\$ 23,000.00	
28	SP	VEHICLE TOWING	EA	30	\$ 350.00	\$ 10,500.00	\$ 150.00	\$ 4,500.00	\$ 250.00	\$ 7,500.00	\$ 155.00	\$ 4,650.00	\$ 250.00	\$ 7,500.00	
29	1746	RELOCATE EXISTING SIGN	EA	1	\$ 500.00	\$ 500.00	\$ 300.00	\$ 300.00	\$ 299.40	\$ 299.40	\$ 300.00	\$ 300.00	\$ 550.00	\$ 550.00	
30	SP	GREENWAY - REMOVE	SY	30	\$ 50.00	\$ 1,500.00	\$ 50.00	\$ 1,500.00	\$ 100.00	\$ 3,000.00	\$ 50.00	\$ 1,500.00	\$ 50.00	\$ 1,500.00	
31	SP	NEW CONCRETE GREENWAY WITH BOLLARD	SY	25	\$ 200.00	\$ 5,000.00	\$ 160.00	\$ 4,000.00	\$ 530.00	\$ 13,250.00	\$ 160.00	\$ 4,000.00	\$ 160.00	\$ 4,000.00	
32	SP	CONCRETE PAD (TOA DETAIL 900.05)	SY	2	\$ 50.00	\$ 100.00	\$ 500.00	\$ 1,000.00	\$ 590.00	\$ 1,180.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	
33	SP	ADJUSTMENT OF CATCH BASIN	EA	3	\$ 1,300.00	\$ 3,900.00	\$ 1,000.00	\$ 3,000.00	\$ 1,500.00	\$ 4,500.00	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 3,000.00	
34	1205	PAINT PAVEMENT MARKING LINES 4" 90 MILS	LF	21	\$ 7.00	\$ 147.00	\$ 2.10	\$ 44.10	\$ 2.10	\$ 44.10	\$ 2.10	\$ 44.10	\$ 2.10	\$ 44.10	
					BASE BID TOTAL:	\$ 6,565,320.00	\$ 5,281,049.60	\$ 5,596,409.00	\$ 5,886,672.60	\$ 5,940,944.60					

ALTERNATE 1 - MAP 14					Blythe Construction		Cardinal Civil Contracting		Barnhill Contracting Company		Fred Smith Company		
ITEM #	SECTION	DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	
1	800	MOBILIZATION	LS	1	\$ 45,400.00	\$ 45,400.00	\$ 12,000.00	\$ 12,000.00	\$ 23,000.00	\$ 23,000.00	\$ 25,000.00	\$ 25,000.00	
2	607	MILLING, 1.25-INCH DEPTH	SY	28,450	\$ 3.40	\$ 96,730.00	\$ 2.75	\$ 78,237.50	\$ 2.15	\$ 61,167.50	\$ 3.15	\$ 89,617.50	
3	610	ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5B	TN	2,160	\$ 87.00	\$ 187,920.00	\$ 63.00	\$ 136,080.00	\$ 59.00	\$ 127,440.00	\$ 81.20	\$ 175,392.00	
4	SP	PATCHING EXISTING PAVEMENT	TN	1,570	\$ 130.70	\$ 205,199.00	\$ 90.00	\$ 141,300.00	\$ 115.00	\$ 180,550.00	\$ 115.00	\$ 180,550.00	
5	620	ASPHALT BINDER FOR PLANT MIX	TN	220	\$ 560.00	\$ 123,200.00	\$ 565.00	\$ 124,300.00	\$ 570.00	\$ 125,400.00	\$ 475.00	\$ 104,500.00	
6	802/846	CURB & GUTTER, STANDARD (30") - REMOVE & REPLACE	LF	890	\$ 62.80	\$ 55,892.00	\$ 55.00	\$ 48,950.00	\$ 70.00	\$ 62,300.00	\$ 55.00	\$ 48,950.00	
7	802/848	CONCRETE SIDEWALK - REMOVE & REPLACE	SY	170	\$ 58.60	\$ 9,962.00	\$ 75.00	\$ 12,750.00	\$ 90.00	\$ 15,300.00	\$ 75.00	\$ 12,750.00	
8	802/848	CONCRETE CURB RAMP - REMOVE & REPLACE	EA	48	\$ 3,330.00	\$ 159,840.00	\$ 2,400.00	\$ 115,200.00	\$ 2,300.00	\$ 110,400.00	\$ 2,400.00	\$ 115,200.00	
9	1101	TRAFFIC CONTROL	LS	1	\$ 26,400.00	\$ 26,400.00	\$ 16,750.00	\$ 16,750.00	\$ 33,000.00	\$ 33,000.00	\$ 35,000.00	\$ 35,000.00	
10	1205	THERMOPLASTIC PAVEMENT MARKING LINES 4" 90 MILS	LF	60	\$ 2.00	\$ 120.00	\$ 2.10	\$ 126.00	\$ 2.10	\$ 126.00	\$ 2.10	\$ 126.00	
11	1205	THERMOPLASTIC PAVEMENT MARKING LINES 8" 90 MIL	LF	150	\$ 3.00	\$ 450.00	\$ 3.00	\$ 450.00	\$ 3.00	\$ 450.00	\$ 3.00	\$ 450.00	
12	1205	THERMOPLASTIC PAVEMENT MARKING LINES 24" 90 MIL	LF	130	\$ 11.00	\$ 1,430.00	\$ 13.00	\$ 1,690.00	\$ 13.00	\$ 1,690.00	\$ 13.00	\$ 1,690.00	
13	SP	ADJUSTMENT OF VALVE BOXES W/ RINGS	EA	8	\$ 410.00	\$ 3,280.00	\$ 225.00	\$ 1,800.00	\$ 650.00	\$ 5,200.00	\$ 225.00	\$ 1,800.00	
14	SP	ADJUSTMENT OF VALVE BOXES, MANUAL	EA	6	\$ 800.00	\$ 4,800.00	\$ 650.00	\$ 3,900.00	\$ 900.00	\$ 5,400.00	\$ 685.00	\$ 4,110.00	
15	SP	ADJUSTMENT OF VALVE BOXES INCLUDING REPLACEMENT	EA	9	\$ 370.00	\$ 3,330.00	\$ 750.00	\$ 6,750.00	\$ 1,100.00	\$ 9,900.00	\$ 785.00	\$ 7,065.00	
16	SP	ADJUSTMENT OF MANHOLES W/ RINGS	EA	1	\$ 730.00	\$ 730.00	\$ 275.00	\$ 275.00	\$ 750.00	\$ 750.00	\$ 275.00	\$ 275.00	
17	SP	ADJUSTMENT OF MANHOLES, MANUAL	EA	3	\$ 870.00	\$ 2,610.00	\$ 750.00	\$ 2,250.00	\$ 900.00	\$ 2,700.00	\$ 820.00	\$ 2,460.00	
18	SP	ADJUSTMENT OF MANHOLES INCLUDING REPLACEMENT	EA	1	\$ 900.00	\$ 900.00	\$ 1,050.00	\$ 1,050.00	\$ 1,250.00	\$ 1,250.00	\$ 1,125.00	\$ 1,125.00	
19	SP	SPEED HUMP	EA	2	\$ 10,000.00	\$ 20,000.00	\$ 4,500.00	\$ 9,000.00	\$ 5,000.00	\$ 10,000.00	\$ 4,130.00	\$ 8,260.00	
20	SP	WEDGING	TN	5	\$ 1,000.00	\$ 5,000.00	\$ 375.00	\$ 1,875.00	\$ 200.00	\$ 1,000.00	\$ 110.00	\$ 550.00	
					ALT 1 TOTAL:	\$ 953,193.00	\$ 714,733.50	\$ 777,023.50	\$ 814,870.50	\$ 847,461.00			

ALTERNATE 2 - MAP 15					Blythe Construction		Cardinal Civil Contracting		Barnhill Contracting Company		Fred Smith Company	
ITEM #	SECTION	DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	800	MOBILIZATION	LS	1	\$ 37,300.00	\$ 37,300.00	\$ 12,000.00	\$ 12,000.00	\$ 22,250.00	\$ 22,250.00	\$ 23,250.00	\$ 23,250.00
2	607	MILLING, 1.50-INCH DEPTH	SY	21,000	\$ 3.40	\$ 71,400.00	\$ 2.85	\$ 59,850.00	\$ 2.35	\$ 49,350.00	\$ 3.10	\$ 65,100.00
3	610	ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5C	TN	1,950	\$ 90.00	\$ 175,500.00	\$ 60.00	\$ 117,000.00	\$ 57.00	\$ 111,150.00	\$ 79.25	\$ 154,537.50
4	SP	PATCHING EXISTING PAVEMENT	TN	1,160	\$ 130.70	\$ 151,612.00	\$ 90.00	\$ 104,400.00	\$ 120.00	\$ 139,200.00	\$ 115.00	\$ 133,400.00
5	620	ASPHALT BINDER FOR PLANT MIX	TN	180	\$ 560.00	\$ 100,800.00	\$ 565.00	\$ 101,700.00	\$ 570.00	\$ 102,600.00	\$ 475.00	\$ 85,500.00
6	802/846	CURB & GUTTER, STANDARD (30") - REMOVE & REPLACE	LF	1,080	\$ 62.80	\$ 67,824.00	\$ 55.00	\$ 59,400.				

ITEM #	SECTION	DESCRIPTION	UNIT	QUANTITY	Engineer's Estimate		Blythe Construction		Cardinal Civil Contracting		Barnhill Contracting Company		Fred Smith Company	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
7	802/848	CONCRETE SIDEWALK - REMOVE & REPLACE	SY	140	\$ 58.60	\$ 8,204.00	\$ 75.00	\$ 10,500.00	\$ 90.00	\$ 12,600.00	\$ 75.00	\$ 10,500.00	\$ 75.00	\$ 10,500.00
8	802/848	CONCRETE CURB RAMP - REMOVE & REPLACE	EA	40	\$ 3,330.00	\$ 133,200.00	\$ 2,400.00	\$ 96,000.00	\$ 2,300.00	\$ 92,000.00	\$ 2,400.00	\$ 96,000.00	\$ 2,400.00	\$ 96,000.00
9	1101	TRAFFIC CONTROL	LS	1	\$ 19,474.00	\$ 19,474.00	\$ 12,500.00	\$ 12,500.00	\$ 28,000.00	\$ 28,000.00	\$ 37,000.00	\$ 37,000.00	\$ 39,000.00	\$ 39,000.00
10	1205	THERMOPLASTIC PAVEMENT MARKING LINES 4" 90 MILS	LF	25	\$ 2.00	\$ 50.00	\$ 2.10	\$ 52.50	\$ 2.10	\$ 52.50	\$ 2.10	\$ 52.50	\$ 2.10	\$ 52.50
11	1205	THERMOPLASTIC PAVEMENT MARKING LINES 8" 90 MIL	LF	60	\$ 3.00	\$ 180.00	\$ 3.00	\$ 180.00	\$ 3.00	\$ 180.00	\$ 3.00	\$ 180.00	\$ 3.00	\$ 180.00
12	1205	THERMOPLASTIC PAVEMENT MARKING LINES 24" 90 MIL	LF	15	\$ 11.00	\$ 165.00	\$ 13.00	\$ 195.00	\$ 13.00	\$ 195.00	\$ 13.00	\$ 195.00	\$ 13.00	\$ 195.00
13	SP	ADJUSTMENT OF VALVE BOXES W/ RINGS	EA	6	\$ 410.00	\$ 2,460.00	\$ 225.00	\$ 1,350.00	\$ 650.00	\$ 3,900.00	\$ 225.00	\$ 1,350.00	\$ 225.00	\$ 1,350.00
14	SP	ADJUSTMENT OF VALVE BOXES, MANUAL	EA	4	\$ 800.00	\$ 3,200.00	\$ 650.00	\$ 2,600.00	\$ 900.00	\$ 3,600.00	\$ 685.00	\$ 2,740.00	\$ 650.00	\$ 2,600.00
15	SP	ADJUSTMENT OF VALVE BOXES INCLUDING REPLACEMENT	EA	7	\$ 370.00	\$ 2,590.00	\$ 750.00	\$ 5,250.00	\$ 1,100.00	\$ 7,700.00	\$ 785.00	\$ 5,495.00	\$ 750.00	\$ 5,250.00
16	SP	ADJUSTMENT OF MANHOLES W/ RINGS	EA	1	\$ 730.00	\$ 730.00	\$ 275.00	\$ 275.00	\$ 750.00	\$ 750.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00
17	SP	ADJUSTMENT OF MANHOLES, MANUAL	EA	3	\$ 870.00	\$ 2,610.00	\$ 750.00	\$ 2,250.00	\$ 900.00	\$ 2,700.00	\$ 820.00	\$ 2,460.00	\$ 750.00	\$ 2,250.00
18	SP	ADJUSTMENT OF MANHOLES INCLUDING REPLACEMENT	EA	1	\$ 900.00	\$ 900.00	\$ 1,050.00	\$ 1,050.00	\$ 1,250.00	\$ 1,250.00	\$ 1,125.00	\$ 1,125.00	\$ 1,050.00	\$ 1,050.00
19	SP	WEDGING	TN	5	\$ 1,000.00	\$ 5,000.00	\$ 375.00	\$ 1,875.00	\$ 200.00	\$ 1,000.00	\$ 110.00	\$ 550.00	\$ 400.00	\$ 2,000.00
ALT 2 TOTAL:					\$ 783,199.00		\$ 588,427.50		\$ 653,827.50		\$ 679,110.00		\$ 676,272.50	
					Bid Summary Table		Bid Summary Table		Bid Summary Table		Bid Summary Table		Bid Summary Table	
					Total Base Bid: \$ 6,565,320.00		\$ 5,281,049.60		\$ 5,596,409.00		\$ 5,886,672.60		\$ 5,940,944.60	
					Base Bid + Bid Alternate 1: \$ 7,518,513.00		\$ 5,995,783.10		\$ 6,373,432.50		\$ 6,701,543.10		\$ 6,788,405.60	
					Base Bid + Bid Alternate 1 + Bid Alternate 2: \$ 8,301,712.00		\$ 6,584,210.60		\$ 7,027,260.00		\$ 7,380,653.10		\$ 7,464,678.10	

TOWN OF APEX TRANSPORTATION & INFRASTRUCTURE DEVELOPMENT 2026 ROAD REHABILITATION



Resurfacing		
Map#	Name	Area (Sq)
1	Germaine St	1,749
2	Haddon Hall-West	82,914
3	Maya Ct	1,401
4	Woodridge	25,736
5	Glenn Arbor	2,060
6	N Mason St (E Chatham St -Center St)	2,202
7	Salem Oaks	5,938
8	Shepherds Vineyard Ph 6&7	16,456
9	James St (Hughes-Schieffelin)	9,977
10	Ashley Downs Ph 2&3	20,708
11	Upchurch St (S of NC-55)	2,996
12	Waterford East	4,744
13	Green at Scotts Mill	38,044
14	Miramonte	28,427
15	Classic Rd & Burma Dr	20,962
16	Saunders St & Hinton St (Saunders-Ivy Glen)	4,998

Patching Only	
Map#	Name
17	Seagroves Farm
18	Holland Farm
19	Olive Chapel Park
20	Ellington Place

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 10, 2026

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:

- January 13, 2026 - Regular Town Council Meeting Minutes
- January 22, 2026 - Joint Town Council and Planning Board Work Session Meeting Minutes
- January 27, 2026 - Electronic Town Council 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

- CN6-A1: **DRAFT** Minutes - January 13, 2026 - Regular Town Council Meeting Minutes
- CN6-A2: **DRAFT** Minutes - January 22, 2026 - Joint Town Council and Planning Board Work Session Meeting Minutes
- CN6-A3: **DRAFT** Minutes - January 27, 2026 - Electronic Town Council Meeting Minutes



DRAFT MEETING MINUTES

**TOWN OF APEX
REGULAR TOWN COUNCIL MEETING
TUESDAY, JANUARY 13, 2026
6:00 PM**

The Apex Town Council met for a Regular Town Council Meeting on Tuesday, January 13th, 2026 at 6:00 PM in the Council Chambers at Apex Town Hall, located at 73 Hunter Street in Apex, North Carolina.

This meeting was open to the public. Members of the public were able to attend this meeting in-person or watch online via the livestream on the Town’s YouTube Channel. The recording of this meeting can be viewed here:

<https://www.youtube.com/watch?v=XhjKBhZiSiA>

[ATTENDANCE]

Elected Body

- Mayor Jacques K. Gilbert (presiding)
- Mayor Pro Tempore Terry Mahaffey
- Councilmember Ed Gray
- Councilmember Arno Zegerman
- Councilmember Sue Mu
- Councilmember Shane Reese

Town Staff

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

[COMMENCEMENT, INVOCATION, AND PLEDGE OF ALLEGIANCE]

Mayor Gilbert called the meeting to order at 6:00 p.m. and thanked those who were in person as well as live stream. He asked Councilmember Gray to lead in the Pledge of Allegiance. He then read a Diversity statement; he welcomed all to have a private moment in silence and led in a word of prayer.

[ANNOUNCEMENTS AND PETITIONS BY THE GOVERNING BODY]

1 **Mayor Gilbert** said that in February 2025, the Town Council adopted changes to the
2 Town Council agenda format effective January 1, 2026. This section will be used for the
3 members of the governing body to share updates on a variety of different topics or submit
4 petitions for future considerations with the entire board and the community. He said that
5 topics presented that require staff research or follow-up will be noted and brought back to a
6 future meeting for discussion. He began by going in seniority order by Council Member for
7 any member that wished to make any announcements or submit petitions.

8 **Mayor Pro-Tempore Mahaffey** said that he had office hours every second Thursday at
9 the Senior Center.

10 **Councilmember Gray** thanked all that were in attendance and welcomed all as the
11 new meeting sessions kick off and start the new year. He said his office hours are the third
12 Thursday of the month. He said that this section is to provide more context and to bring items
13 before the town and before their colleagues that they typically can't do.

14 **Councilmember Zegerman** said Happy New Year and it's great to see all in
15 attendance, and he is excited about the new meeting agenda format that allows more
16 flexibility.

17 **Councilmember Mu** thanked all for being in attendance. She announced her office
18 hours are starting in February every second Wednesday afternoon. She said that Lunar New
19 Year is February 17th and the celebration is February 12th from 5:30p-9:30p at Prestonwood
20 Club, and if there is any interest she can send the registration link and forms.

21 **Councilmember Reese** said Happy New Year and that he would be finalizing office
22 hours over the next coming months for Fridays. He said that he has given his first official
23 remarks as a member of this Council to Cub Scout Troop 226, and thanked them for doing
24 such a wonderful job contributing to the community.

25 **Mayor Gilbert** thanked the Council members that were involved with changing this
26 agenda format. He recognized the AKA's and Delta's that were in attendance. He said that he
27 would like to formally present recognition to former Council Members and others who made
28 significant contributions to Apex, he listed off the following names:

- 29
- 30 • **Audra Killingsworth**
- 31 • **Brett Gant**
- 32 • **Clarice Atwater**, who served 12 years with the Town of Apex and was the first Black
33 elected official for Apex and first Black female elected official in Apex. He suggested
34 for recognition in the spirit of MLK.
- 35 • **Mayor Keith Weatherly**, who served 23 years and led the town through the EQ
36 Chemical explosion in 2006.
- 37 • **Mike Jones**, with nearly 20 years of service.
- 38 • **Dr. Doug Meckes**, with 10 years of service.
- 39 • **Bill Jensen**, with approximately 20 years of service
- 40
- 41
- 42

1 **[ADOPTION OF THE MEETING AGENDA]**

2
3 **Mayor Gilbert** noted the changes to the Regular Meeting Agenda for revision of PR1
4 REVISED Proclamation - Human Trafficking Prevention Month, and noted the applicant
5 requested to continue PH3 - Annexation No. 807 and PH4 - Rezoning Case No. 25CZ11 -
6 8905 Castleberry Road to be continued until the February 24, 2026 meeting.

7
8 A **motion** was made by **Councilmember Zegerman**, seconded by **Councilmember**
9 **Gray**, to approve the Regular Meeting Agenda with the revision of the Human Trafficking
10 Prevention Month Proclamation, and the continuation of Annexation No. 807 and Rezoning
11 Case No. 25CZ11 - 8905 Castleberry Road to February 24, 2026.

12
13 **VOTE: UNANIMOUS (5-0)**

14
15 **[CONSENT AGENDA]**

16
17 **Mayor Gilbert** noted a change to remove consent item CN12 Ordinance Amendment
18 - Chapter 20 - Traffic, Article V. - Traffic Control Devices - Traffic Schedule III: Parking Time
19 Limits - Redesign of Saunders Lot.

20
21 A **motion** was made by **Mayor Pro-Tempore Mahaffey**, seconded by
22 **Councilmember Gray**, to set the adopt the Consent Agenda with the removal of Consent
23 Item 12.

24
25 **VOTE: UNANIMOUS (5-0)**

26
27
28 **CN1 Advisory Board Attendance Reports 2025 - Quarter 4**

29 Council voted to receive and accept the resident advisory board attendance reports for
30 quarter four (4), which includes January through December, of calendar year 2025.

31 **CN2 Agreement - Greater Raleigh Area Christian Education, Inc. (Grace Christian) -**
32 **Utility Infrastructure Reimbursement - Construction 2,010 Linear Feet (LF) of 16-inch**
33 **Restrained Joint Ductile Iron Waterline Along Veridea Parkway (CONT-2026-001)**

34 Council voted to approve a Utility Infrastructure Reimbursement Agreement with Greater
35 Raleigh Area Christian Education Inc., pursuant to North Carolina General Statutes (NCGS)
36 §160A-320, to construct a 2,010 linear feet (LF) of 16-inch restrained joint ductile iron
37 waterline along the Veridea Parkway in lieu of the 12-inch waterline needed for the
38 development, and to authorize Town Manager to execute the agreement on behalf of the
39 Town.

40 **CN3 Agreement Amendment - Town of Cary and MV Transportation - Amendment No.**
41 **4 Related to GoApex Sunday Service (REF: CONT-2026-002)**

1 Council voted to approve Amendment No. 4 to the GoApex Bus Agreement with Town of
2 Cary and MV Transportation to expand GoApex Bus transportation service to include
3 Sundays, and authorize the Town Manager to execute the agreement on behalf of the Town.
4 **CN4 Annexation No. 812 - 2224 Olive Chapel Road - 2.13 acres (REF: RES-2026-001,**
5 **RES-2026-002, and OTHER-2026-001)**

6 Council voted to adopt a Resolution Directing the Town Clerk to Investigate Petition Received,
7 to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting
8 the Date of a Public Hearing for January 27, 2026, on the Question of Annexation - Apex
9 Town Council's intent to annex 2.13 acres, located at 2224 Olive Chapel Road (PIN 0722-70-
10 2657), Annexation No. 812, into the Town Corporate limits.

11 **CN5 Capital Project Ordinance Amendment No. 2026-5 - Salem Streetscape Project -**
12 **Ratification from December 16, 2025 (REF: ORD-2026-001)**

13 Council voted to ratify a previously approved Capital Project Ordinance No. 2026-5
14 appropriating funds for the Salem Streetscape project. The Apex Town Council voted on
15 December 16, 2025 to authorize the construction contract and capital project ordinance
16 amendment associated with the Salem Streetscape project

17 **CN6 Contract Amendment Ratification - Barnhill Contracting Company - 2025 Road**
18 **Rehabilitation Project and Budget Ordinance Amendment No. 9 (REF: CONT-2026-003**
19 **and ORD-2026-002)**

20 ratify an oral amendment to a construction contract between the Town of Apex and Barnhill
21 Constructing Company for the completion of the 2025 Road Rehabilitation Project; and to
22 adopt Budget Ordinance Amendment No. 9 to appropriate funds for the 2025 Road
23 Rehabilitation Project contract.

24 **CN7 Contract Amendment Ratification - Pavement Technology Inc. - Completion of**
25 **2025 Pavement Preservation Project (REF: CONT-2026-004)**

26 Council voted to ratify an oral amendment to construction contract between the Town of
27 Apex and Pavement Technology, Inc for completion of the 2025 Pavement Preservation
28 Project.

29 **CN8 Contract Amendment Ratification - Roadworks Construction Company, LLC -**
30 **Jones Street Improvements Project (REF: CONT-2026-005)**

31 Council voted to ratify an oral amendment to construction contract between the Town of
32 Apex and Roadworks Construction Company, LLC for completion of Jones Street
33 Improvements Project.

34 **CN9 Council Meeting Minutes - Various**

35 Council voted to approve Meeting Minutes from the following meetings:

36 December 09, 2025 - Town Council Regular Meeting Minutes

37 December 16, 2025 - Town Council Work Session Meeting Minutes

38 **CN10 Fiscal Year 2026-2027 Annual Operating Budget - First Budget Public Hearing -**
39 **Scheduled for January 27, 2026**

40 Council voted to schedule a public hearing to receive resident input regarding the
41 formulation of the Fiscal Year 2026-2027 Annual Operating Budget for Tuesday, January 27,
42 2026 at 6:00 p.m.

1 **CN11 Ordinance Amendment - Chapter 2 - Administration, Article II - Governing Body -**
2 **Removal of Duplicated Sections in Rules of Procedures Adopted December 03,**
3 **2025 (REF: ORD-2026-003)**

4 Council voted to adopt an Ordinance amending Chapter 2 - Administration, Article II of the
5 Apex Town Code of Ordinances to clarify current practices and remove duplication with the
6 recently adopted Town Council Rules of Procedures.

7 ~~**CN12 REMOVED - Ordinance Amendment - Chapter 20 - Traffic, Article V. - Traffic**~~
8 ~~**Control Devices - Traffic Schedule III: Parking Time Limits - Redesign of Saunders Lot -**~~

9 This item was removed from the Consent Agenda, per Council vote.

10 **CN13 Rezoning Case No. 25CZ18 - Veridea SD Plan Amendment's - Statement and**
11 **Ordinance (REF: ORD-2026-004)**

12 Council voted to approve the Statement of the Town Council and Ordinance for Rezoning
13 Application #25CZ18, Todd Rechler, RXR Realty, petitioner, for the properties located at 0, 0
14 (portion of), 0 (portion of) Old Holly Springs Apex Rd; 0, 0, 0, 0, 0, 0, 0, 0, 0, 0 (portion of),
15 2901, 2937, 2945, 3009, 3012, 3130, 3134, 3138, 3142, 3200, 3229 Veridea Pkwy; 0
16 Technology Dr (portion of); 6300 King David Ct; 0, 0, 0, 0 US 1 Hwy; 0, 0, 0, 0, 1712, 1716 E.
17 Williams St (PINs 0730852539, 0730865572, 0730977087, 0730977967, 0730996270,
18 0740052449, 0740070950, 0740078021, 0740081019, 0740082199, 0740082327,
19 0740167653, 0740180091, 0740180331, 0740191376, 0740240814 (portion of),
20 0740241030 (portion of), 0740241461 (portion of), 0740283126, 0740287376, 0740293940,
21 0740360895, 0740289979, 0740489140, 0740586619, 0740783479, 0740888498,
22 0740990489, 0740558687 (portion of), 0740992174, 0740992565, 0740992632,
23 0741207566, 0741614057, 0741203157, 0741117192, 0740389302).

24 **CN14 Veridea Environmental Enhancement Plan Amendments - Statement (REF:**
25 **OTHER-2026-002)**

26 Council voted to approve the Statement of the Apex Town Council pursuant to G.S. 160D-
27 605(a) addressing action on the amendments to the Veridea Environmental Enhancement
28 Plan approved on December 9, 2025.

29 **CN15 Tax Report - November 2025 (REF; OTHER-2025-003)**

30 Council voted to approve the Apex Tax Report dated December 1, 2025.

31 **CN16 Town Council Rules of Procedures Amendment - Limit Mayor Pro-Tempore**
32 **Term (REF: PLCY-2026-001)**

33 Council voted to amend Part VII. Role of Presiding Officer, Rule No. 16 of the Rules of
34 Procedure for the Apex Town Council to set a term limit to the Mayor Pro-Tempore role for the
35 Apex Town Council to one two-year term.

36
37

38 **[TOWN MANAGER'S REPORT]**

39

40 **Town Manager Vosburg** provided the following updates:

- 41 • **Introduction of New Electric Department Director** - Kathy Moyer was introduced as
42 the Town's new Electric Department Director. She brings 25.5 years of experience with

1 Electric Cities, including service as COO, and is an Apex resident and Peak Academy
2 graduate.

3 • **Chapel Road Project Update** - The project is progressing well, with remaining work
4 including storm drainage, guardrails, curb and gutter, sidewalks, paving, and
5 pavement markings. The current DOT projected opening date remains February 10th,
6 weather permitting, the contractors are working six days a week to meet the timeline.

7 • **Utility Backlog Update** - The utility service backlog is approximately 94-95%
8 complete, with an estimated 50-60 items remaining, many of which are recent
9 requests and it is anticipated that full resolution will be by the next meeting.

10 • **Ask Apex Center Performance:** - The Ask Apex Center is resolving approximately
11 90% of customer calls, with an average wait time of 44 seconds, and continues to
12 improve.

13 • **Electric Meter Replacement Program** - Approximately 20% of electric meters (about
14 6,100) have been replaced. The program has a 99.39% reading success rate and is
15 proceeding smoothly. Full replacement is anticipated by fall of this year, with
16 additional public information and videos forthcoming.

17 • **MLK Jr. Holiday Events and Closures:**

18 Town Hall will be closed on Monday, January 19th. MLK Jr. events include:

- 19 ○ Black Author Exhibit and Creative Contest Presentation at 6:30 p.m. at the Apex
20 Senior Center on Friday, January 16th.
- 21 ○ MLK Unity March and Breakfast Reception at 8:00 a.m. at First Apex First Baptist
22 Church Saturday, on January 17th. The march will begin at 9:00 a.m.
- 23 ○ MLK Worship Service (Sunday) at First Baptist Church at 11:00 a.m.
- 24 ○ National Day of Service activities on January 19th, including a collection effort
25 with NeighborUp, formerly Dorcas and Western Wake.

26 • **January 22nd Joint Work Session Clarification** - The January 22nd meeting is a Joint
27 Work Session for the Town Council and the Planning Board, not a public hearing and
28 not site-specific. It will focus on a staff presentation regarding data centers in general,
29 including technical research and regulatory considerations. No applicant
30 presentations will occur. The meeting will be held at 3:30 p.m., live-streamed,
31 recorded, with overflow accommodation available.

32
33 **Councilmember Gray** said that it was important to set the expectation that this isn't
34 specific to any current application or any current site and that this is to figure out what
35 Apex's policies are going to be moving forward in regard to data centers.

36 **Councilmember Reese** asked what the potential outcomes of the January 22nd Work
37 Session be.

38 **Town Manager Vosburg** said that the outcome that they are looking for is to digest
39 the information and see if there are any known gaps in the information for staff to perform
40 more research on. He said staff is looking for direction from Council and the Planning
41 Board and knowledge to adequately evaluate proposals as they come forward, and

1 education for things such as regulations that are coming forward, changes to UDO and
2 other issues.

3 **Mayor Gilbert** asked if the meeting would be live streamed and recorded.

4 **Town Manager Vosburg** said yes it would be live streamed and recorded, and the
5 meeting begins at 3:30 p.m.

6 **Town Clerk Coleman** said that the agenda would go out on Friday.
7

- 8 • **Parks and Recreation Awards** - The Parks and Recreation Department received the
9 2025 USA Southern Outstanding Parks and Recreation Award and the 2025 USA North
10 Carolina Outstanding Parks and Recreation Department Award, and staff were
11 recognized for this achievement. Laura Weygandt, Executive Director of Western
12 Wake Tennis Association and Brian Rosenthal, owner of RDU Tennis, both gave an
13 overview of the organization and spoke about the awards. Mr. Rosenthal recognized
14 Jason Simpson with Apex's Parks and Recreation Department and the group took
15 pictures.
16

17
18 **[TOWN CLERK'S REPORT]**
19

20 **Allen Coleman**, Town Clerk, said the Town Clerk's Report is also a new section on the
21 agenda and in this section, Council will receive appointments, updates on Government
22 Relations Strategy work, meeting changes and any other announcements that may need to be
23 shared with Council.
24

25 **TC1 Appointments - Board of Adjustment (BOA)**
26

27 **Allen Coleman**, Town Clerk, gave an overview of the Board's seats moving around. He
28 said that William Hollanbeck will be moved from Alternate 1 to a regular board seat, Heidi
29 Sico was moved from Alternate 2, to Alternate 1, and Casey Angel moved from alternate 3 to
30 Alternate 2, and these changes create a vacancy in the Alternate 3 position.
31

32 A **motion** was made by **Mayor Pro-Tempore Mahaffey** and seconded by
33 **Councilmember Zegerman** to approve William Hollenbeck as a Regular Board of
34 Adjustment Member Heidi Sico as Alternate 1, and Casey Angel as Alternate 2.
35

36 **VOTE: UNANIMOUS (5-0)**
37

38
39 **TC2 Appointments - Environmental Advisory Board (EAB) - Chair and Vice-Chair**
40

1 **Allen Coleman**, Town Clerk, said that this was this was to set the Chair and Vice Chair
2 for calendar year 2026 and was unanimously voted on during the EAB December meeting.
3 The recommendation of the EAB is Mark Schwegel as Chair and Njeri Moeller as Vice Chair.
4

5
6 A **motion** was made by **Mayor Pro-Tempore Mahaffey** and seconded by
7 **Councilmember Gray** to confirm Mark Schwegel as EAB Chair, and Njeri Moeller as EAB Vice
8 Chair.
9

10 **VOTE: UNANIMOUS (5-0)**

11
12 **TC3 Appointments - Planning Board - Vice-Chair only**

13
14 **Allen Coleman**, Town Clerk said the recommendation is for Jeff Hasting to serve as
15 Vice-Chair for calendar year 2026.
16

17 A **motion** was made by **Councilmember Zegerman** and seconded by **Mayor Pro-**
18 **Tempore Mahaffey** to confirm Jeff Hastings as Vice Chair of the Planning Board for Calendar
19 Year 2026.
20

21 **VOTE: UNANIMOUS (5-0)**

22
23 **[PUBLIC FORUM]**

24
25 **Mayor Gilbert** opened the Public Forum and asked the first speaker to come up.
26

27 First to speak was **Melissa Ripper** of 3418 Jordan’s Drive in Jordan Point, New Hill:
28

29 “Good evening, Council. My name is Melissa Ripper, and I live at 3418 Jordans Drive in
30 Jordan Point, New Hill. You have heard my husband come up and speak a few times over the
31 last few months. These are my daughters, Abby and Zoe. We all have certain days in our lives
32 that stand out. For example, I can remember where I was in junior high when the space
33 shuttle crashed, or I can remember where I was with a one-month-old on 9/11. But that’s
34 national level, and I want to talk about town level. On October 5, 2006, I was in my home
35 sleeping, my five-year-old autistic daughter was in her bed. My husband was at work at the
36 Raleigh Fire Department. My next-door neighbor worked for the Town of Holly Springs and
37 called to let me know that a hazardous fire in Apex had happened and that I needed to turn
38 off my HVAC and make sure my windows were shut. At 10:00 p.m. earlier that night,
39 explosions had erupted near downtown Apex at the EQ Hazardous Waste Plant. In 2006, I
40 lived in Scotts Mill, one of the furthest neighborhoods Apex had at the time. Today, I live in
41 Jordan Point, currently one of the furthest neighborhoods in Apex that New Hill has. Over
42 30,000 residents were residing here in 2006, and over half the residents in Apex had to

1 evacuate. I looked it up, and FEMA noted that was the biggest evacuation they had ever done
2 at the time. I specifically remember a nursing home nearby that had to be completely
3 evacuated. We were the lucky ones the next day, we did not need to evacuate, being on the
4 outskirts. My kindergartener's school, Olive Chapel Elementary, was closed on 10/6 due to
5 the fumes. Though our neighborhood was spared, many of us took in friends and family that
6 couldn't go home yet. Everything was closed in town. We went to Crabtree Valley Mall, and
7 we walked around for hours. EQ was destroyed. Significant regulatory changes were made.
8 The town's people had lasting anxiety despite environmental testing, and zoning changes
9 were made. What is the point of the story I am sharing? The 2035 plan considered the
10 Goodwin property for light industrial development. This was before allowing many new
11 subdivisions within a mile radius of the proposed data center. Consider the catastrophe you
12 would have on your hands if a proposed data center was there. Not just the water testing, air
13 quality, and soil pollution it can cause, but to have that type of fire my husband has spoken to
14 you about a few times now, with lithium batteries. To support a data center while the backup
15 generators, add that with being next door to a nuclear reactor, you would have to mandate
16 evacuation for even more people than 2006. Apex now has at least 85,000 people in it. A fire
17 like this would potentially cause a shelter-in-place, a thermal runaway of an uncontrolled chain
18 reaction unlike anything you have seen in the movies. Explosions, intense heat, toxic gases,
19 radioactive releases. Thank you.”
20
21

22 **Mayor Gilbert** thanked the speaker and called up the next speaker.

23
24 Next to speak was **Dr. Michell Hoffner O'Conner** of 2664 Jordan Point Boulevard:
25

26 “Good evening. At the sound meeting at New Hill Community Center on November
27 12th, I asked sound engineer Jeff what an acceptable dBC level was for the data center. He
28 proceeded to simply say that such a standard was uncommon in regulations and moved on to
29 another question. At the time, I already knew this answer to be false, as multiple counties in
30 Virginia have already updated their ordinances to include dBC measurements. Jeff is
31 supposed to be a subject matter expert in sound engineering, someone who can perform
32 sound studies and is also knowledgeable about best practices. As he failed to convey these, I
33 decided to look them up for myself. Here is what they say. The American Society of Heating,
34 Refrigerating, and Air Conditioning Engineers, otherwise known as ASHRAE, is widely
35 considered the global technical authority for data center design and the gold standard for
36 engineering standards, and states the following: A sound spectrum is spectrally balanced
37 when the difference between the C-weighted level and A-weighted level is between five and
38 ten dB. A difference exceeding fifteen is classified as a rumble condition, which indicates
39 excessive low-frequency noise that causes physical annoyance to residences. The
40 International Organization for Standardization, otherwise known as ISO, agrees with ASHRAE,
41 in which low-frequency noise is defined as a difference greater than fifteen decibels dB
42 between the C- and A-weighted levels, and that a three- to six-decibel penalty should be

1 added to the measured noise to account for the constant tones heard by the human ear, and
2 that noise at night is significantly more impactful on people. The guidance is clear. The dBC
3 should never be more than fifteen dB greater than the dBA, with a five- to ten-decibel range
4 preferred to establish a balanced, neutral sound, and we all know that Jeff knows the
5 standard, he is not an expert if he does not. The secrecy and semantics are to minimize the
6 effort and cost required to mitigate the noise. Achieving such a stringent standard is possible
7 but requires much greater in-depth physics and extensive changes to the proposed building
8 plan to achieve it. They assume that if they ignore the standard, as many developers and end
9 users do, we will never know better, and this begs the question, if they are misleading the
10 town concerning the noise, what else are they misleading us about or just straight up lying
11 about? The only vote our town should be willing to give a developer that will say whatever
12 they want to get whatever they want is a vote of no confidence. Such deception is a
13 contradiction to being a good neighbor or thoughtful planning or whatever else the Natellis
14 claim when they talk about their extensive building experience. So just to briefly conclude,
15 the Town of Apex should not consider any recommendations from the developer when you
16 all meet for the Work Session on January 22nd or at any other point, and you should move
17 forward with imposing restrictions that prioritize and protect your constituency, because there
18 are not three but four kinds of lies: lies, damned lies, statistics, and things Michael Natelli and
19 his team say, and none of these things are acceptable for our community.”
20
21

22 **Mayor Gilbert** thanked the speaker and called up the next speaker.

23
24 Next to speak was **Lorraine McAvoy** of 1801 New Ellum Church Road in New Hill:
25

26 “My name is Lorraine Makavoy, and I live at 1801 New Ellum Church Road in New Hill.
27 You may not recognize it as an Apex address because it is not. I am in Chatham, but I am still a
28 New Hill resident. In the coming weeks, the developer for the data center will stand in front of
29 you and show you a picture of four buildings nestled amongst the trees. What that image will
30 not show is what the site will actually contain. It will not show the 83-megawatt generators,
31 each with its own 1,000-gallon diesel tank located across the campus. It will not show the
32 extensive mechanical equipment on the rooftops consuming up to one million gallons of
33 water per day. It will not show the uninterruptible power sources and the thousands of
34 lithium-ion batteries required to keep the servers online during power outages. It will not
35 show the swath of trees cleared for the transmission towers needed to meet the facility’s
36 power demands and it will not show the thousands of gallons of chemicals for water
37 treatment that will be stored on site. This facility will contain approximately 80,000 gallons of
38 diesel fuel within its perimeter, the equivalent of eight standard gas stations. These
39 generators will routinely be batch tested monthly, discharging diesel exhaust into the air.
40 While the developer states these generators will meet the requirements for Tier 4 exhaust, the
41 most stringent tier possible, generators of this size will still emit exhaust particulate into the
42 atmosphere. Diesel exhaust is a recognized carcinogen by the International Agency for

1 Research on Cancer. Lung cancer is the primary risk, and diesel exhaust also worsens asthma
2 and other respiratory conditions. Thousands of households lie downwind of the site and will
3 be exposed during routine monthly testing and during power outages. Generators for critical
4 facilities are tested monthly. Most manufacturers recommend a minimum of 30 minutes of
5 operation for proper testing. Due to the quantity of generators, this facility will more than
6 likely utilize batch testing, where a certain number of generators are tested on a rotating
7 basis. Given four buildings, I would assume around 20 generators tested at a time, and all 80
8 tested each month. This data center should not be approved in the area it is proposed for. It is
9 too close to residential communities, will store large quantities of diesel fuel and other
10 chemicals, will emit ongoing exhaust, and will consume extraordinary amounts of water. I
11 urge you to look past the pretty renderings and truly visualize what this site will physically
12 contain and ask yourselves whether this aligns with Apex's identity as the peak of good living.
13 Thank you for your time and consideration."
14

15 **Mayor Gilbert** thanked the speaker and called up the next speaker.

16
17 Next to speak was **Bill Dam** of 2556 Grand Drive:

18
19 "Our area and big tech continue to experience explosive growth. So, we hope as you
20 evaluate the hyperscale data center application, you will consider the strengths, the
21 weaknesses, the opportunities, and the threats, known as a SWOT analysis. My environmental
22 science career includes working on nuclear sites, so I am not surprised that artificial
23 intelligence is being compared to the Manhattan Project made famous in the Oppenheimer
24 movie, showing the rush to build and use atomic weapons. I have a neighbor in Jordan
25 Manors who grew up downwind from above-ground nuclear testing. He told me that many of
26 his classmates contracted and died from leukemia attributable to atomic testing. There will
27 also be fallout from AI. So, do you want us all to be living in ground zero? Weapons and
28 machines don't love us, but we love getting to know our neighbors. Not only is the arms race
29 similar, but consider the ransomware cyberattack on the Town of Apex utility causing billing
30 problems, which must have gone through an existing data center. Have you heard about new
31 vulnerabilities like AI zero-click bots? Who loves deep fake videos, junk email, text, boom-
32 and-bust cycles, and Merriam-Webster's 2025 word of the year, "slop," defined as low-quality,
33 mass-produced digital content? Tragically, many people, including a 16-year-old boy from
34 Southern California, committed suicide with the help and encouragement of an AI chatbot.
35 OpenAI released data in late 2025 indicating that more than a million people a week discuss
36 suicide with ChatGPT. Proposed AI data centers with enormous appetites are proliferating
37 around the country, including here in Apex, which in my opinion as a non-lawyer violates the
38 National Environmental Policy Act. Building an AI data center here is not worth trading our
39 precious resources, including air, energy, money, soil, and water. We trust you as the Town
40 Council will abide by moral laws, including the principle of love thy neighbor, and I
41 appreciate, Mayor, your invocation prayer today. We look to the board to protect our families,
42 neighbors, and the health and safety of our community. We love our children and

1 grandchildren, and they should not have to breathe pollution from diesel generators or
2 burning fossil fuels, which increase the risk of asthma and cancer. Our pets and wildlife
3 should not be subjected to harmful environments, including noise 24/7. But the developer's
4 consultant is only looking at noise that affects less-sensitive human hearing. We care for our
5 landscaping, but droughts and data centers could kill our vegetation and create heat islands
6 with local centers."

7
8 **Mayor Gilbert** thanked the speaker and called up the next speaker.

9
10 Next to speak was **Rosemary Daws** of 5128 of Beckwick Drive in Fuquay Varina:

11
12 "My message is why you should vote no to the proposed data centers. The explosive
13 growth we have experienced has been promoted by local municipalities and demonstrates
14 very poor stewardship. This monstrous development has strained all of our resources, and
15 especially our patience. Fuquay-Varina is now requesting transfer of water, our most essential
16 finite resource, from the Cape Fear River, the same Cape Fear River that will be the recipient
17 of this data center's effluent runoff, gifting us and downstream communities' toxic forever
18 chemicals. The plan is for North Carolina to become the next data center alley like Northern
19 Virginia. Everyone will be downstream of a data center, and we will eventually run out of clean
20 water. You have been presented with evidence and concerns about the adverse effects of
21 these massive data centers. The only beneficiaries are multi-trillion-dollar end users,
22 developers, and morally corrupt politicians like our State Legislators who passed data center
23 operational energy costs onto residents. We do not need peer-reviewed literature to know
24 this would be disastrous. We have common sense and reports from victims residing near data
25 centers nationwide. We are learning from and trying to avoid their misery. We are frustrated
26 by the unacceptable and suspicious lack of transparency. Public officials signing potentially
27 unlawful non-disclosure agreements with developers, secret negotiations, no independent
28 cost-benefit analyses, environmental or health impact studies, and developers assisting with
29 amendments to the UDOs, the fox in the henhouse. Projects of this magnitude should be put
30 on ballots. You may wonder why a Fuquay resident cares about events in New Hill. Because
31 just this data center alone will impact all of Wake County and surrounding counties in ways
32 that have not been considered until it is too late. We are fighting this because we do not want
33 our children's and grandchildren's neighborhoods to become wastelands. Finally, and
34 importantly, a yes vote would violate the oath of office you swore or affirmed. You have been
35 entrusted to protect our rights and liberties under the North Carolina and US Constitutions.
36 Thank you for your attention. God bless."

37
38 **Mayor Gilbert** thanked the speaker and called up the next speaker.

39
40 Next to speak was **Glenn Rinne** of 3537 Jordan Shire Drive:

1 “Large tech firms are spending huge amounts of money on the AI race. For example,
2 Meta, the owner of Facebook, plans to spend \$600 billion dollars. That is 40% of their market
3 capitalization on AI. Yet many of these tech CEOs have warned that there are risks associated
4 with such large investments. How can Meta gamble such a large portion of their total
5 valuation? Massive data centers require enormous capital investments that carry levels of risk
6 these firms cannot absorb. So Meta, Microsoft, and others have created special purpose
7 vehicles to finance the new data centers. The investment risk is thus offloaded to these SPVs.
8 These independent companies raise money by selling bonds to insurers, pension funds, and
9 investment advisors. This capital is then used to build the data center, often by another
10 company, and to buy servers through a leasing company. The data center operators, called
11 neo clouds, then rent those servers from the leasing company and sell computer time back to
12 the AI firms. In this way, the big tech firms have no new debt on their balance sheets, and they
13 only pay for the computer time they actually use. Likewise, a data center operator pays no
14 property taxes on the rented computers because they do not own them. The owners of the
15 servers can be in offshore tax havens. So, what does this mean for Apex? This web of
16 companies and LLCs, both foreign and domestic, is designed to shield assets from taxation
17 and liability. Ordinance and code violation penalties can be nearly impossible to assess.
18 Referring to property taxes, one advisor’s website advertises that creative application of asset
19 shielding can optimize property taxes. These legally questionable techniques have reduced -
20 optimized - property taxes at one data center by 83%. Finally, if the AI boom goes bust, there
21 are no deep pockets from which Apex can extract compensation for the costs of
22 decommissioning the data center. These LLCs only have enough money to pay their annual
23 filing fees, and most of them will be offshore. Thus, the risks of AI have been offloaded to the
24 community. If the owners of the data center and its servers are not local and do not have
25 deep pockets, then Apex needs to protect itself by requiring a bond or some other upfront
26 payment. I have provided the Town Clerk with a list of references, and I urge you to take a
27 look at some of these. They will shock you. Thank you very much for your time.”

28
29

30 **Mayor Gilbert** thanked the speaker and called up the next speaker.

31
32
33

Next to speak was **Dawn Cozzolino** of 3632 Bosco Road:

34 “Good evening. I am here to speak for my neighbors of Wake County, not for the
35 developers, not for the staff, and not for decisions already settled before the meeting began,
36 because this is a public forum and it is supposed to matter. Eminent domain is one of the
37 most extreme powers governments hold and in North Carolina, it is strictly limited to
38 purposes like improving roads, utilities, and public services outlined in Chapter 40A. It is
39 meant only for true public use, not to enable private development for profit. One project
40 here, one project there. While they may appear disconnected, together they form a troubling
41 pattern. Sewer lines over well and septic properties, massive infrastructure funded by the
42 town for private developers, and projects like the New Hill data center. The result is

1 accumulative harm. More traffic, more accidents, constant construction noise, environmental
2 strain, I can go on and on and on, but the community is degraded for private profit. This is not
3 planning. This is government by proxy. Public power used for private gain without public
4 consent. Think carefully. Our community loses its private treasure to eminent domain and
5 ironically, even sadly, we foot the bill to acquire it. We foot the bill to build infrastructure and
6 maintain it. Then Apex hands it off to developers who profit and leave us with a mess. This is
7 no public benefit and the connection is clear. The Big Branch Pump Station, a force main, was
8 forced through rural well and septic properties not even under Apex jurisdiction, not to serve
9 the public, but to enable private development. That sewer drives upzoning for industrial
10 projects and ultimately the New Hill data center. The infrastructure exists on paper, but the
11 area cannot absorb the scale of development. Roads, water, and neighborhoods are being
12 stressed to the breaking point and it does get worse, regulators like NCDEQ and the
13 Environmental Management Commission, EMC, whose job it is to ensure water capacity exists
14 before permitting, have allowed approvals of the Big Branch even when water is constrained.
15 Jordan Lake only has 8.8% left unallocated, and the Army Corps of Engineers is strictly
16 limiting any water when there is a drought. So approving growth without water is not a
17 paperwork error. It is a systemic failure, and the damage cannot be undone after construction
18 starts. I would like to end with a note that the Constitution is very clear that all political power
19 is vested in the people, and the government exists for the good of the people. Thank you
20 very much.”

21

22 **Mayor Gilbert** thanked the speaker and called up the next speaker.

23

24 Next to speak was **Fran Hudson** of 5524 Rex Road:

25

26 ‘I want to start with the newly elected members. You were elected by about 10% of the
27 people. So, the voters that came out and actually voted were about 10% of the people of
28 Apex. You are supposed to represent everyone though. It is not just those 8,500. So even
29 though whatever you ran on and whatever you said, those people aligned with it, that does
30 not negate the fact that you have to represent all the people and you have to know what all
31 the people want. Ed, you said you were talking about policy. So, the UDO is actually law, it is
32 not policy. So, the developer should never have any input into law. That is town law, the
33 ordinance has to be written by the town. It is not written and proposed by developers and
34 then the town takes that in and incorporates that into their own law. I sent an email to all of
35 you, including the County Commissioners, the Governor, the Attorney General, all of the
36 people involved, just to let everyone know, to make sure that it was transparent, that when
37 they say a 300-megawatt data center, what does that actually mean? Because that was
38 confusing to me. Well, I started researching it, and a 300-megawatt data center multiplied by
39 8,760 hours a year is 2,628,000 megawatt-hours per year. Just for example, the Town of Cary
40 uses 2,327,894 megawatt-hours per year. So, you would be putting, if this was put through
41 and you all voted to approve this data center, it would be more than the entire Town of Cary
42 residents’ and businesses’ power usage for the year on 189 acres. If you do not expect a

1 major sound problem, I do not know how you could have all that power going through all
2 that equipment and us not hear it. So, you all really need to take into account the impact that
3 is going to have. A UDO should be written as the overarching, everything that could be in that
4 area. It needs to be very well thought out, and I would think you should take time to do that.
5 There should be no decision, no anything, until it is vetted out and you have a set plan for
6 what is appropriate in Apex and the surrounding area that this is going to impact. I also
7 mentioned that North Carolina buys three-quarters of the power that we consume. We do not
8 produce enough power. We actually buy most of it. There is a whole bunch more, but I will
9 wait until next time. Thank you.”

10
11
12 **Mayor Gilbert** thanked the speaker and called up the next speaker.

13
14 Next to speak was **Janine Atoji** of 113 Lake Meadow Drive:

15
16 “I would like to say stop the wide sidewalk on Tunstall Avenue and Center Street. I am
17 a resident of Lake Meadow Drive, and my backyard is on Tunstall, which abuts Center Street
18 and Ten Ten Road. Now there is a proposal to add a wide sidewalk to Tunstall and Center
19 Street, an expense that is not necessary and very expensive, also threatens more healthy
20 trees. We have several large trees in our backyard, as well as creating an untenable parking
21 situation for our neighbors, Christian Home Church in Apex, who are right across Center
22 Street from us. This is a point of Safe Routes to School, and they plan to put in a five-foot
23 sidewalk. The proposed plan would take 20 feet from my property, including the five-foot
24 sidewalk. This would probably kill most of our large trees as well, as it is designed on the
25 current design, I rely on this as a buffer between my property and the street to support
26 wildlife. It is a misconception that ADA sidewalks have to be five feet wide. In some sections, it
27 can be a minimum of three feet to accommodate the trees and the roots. This is known as a
28 meandering sidewalk design and right now, they just have a straight five-foot sidewalk that
29 cuts through everything. Also, we did a survey on two days to see how many students actually
30 use this route, and my husband as well as the reverend of the church saw two people in the
31 morning and two people in the evening. Students generally take Culvert Street to Ellington to
32 the school instead of Center to Ellington. In my humble opinion, this is a waste of money,
33 especially if it is not done with environmentally friendly resources and design. Thank you.”

34
35
36
37 **Mayor Gilbert** thanked the speaker and called up the next speaker.

38
39 Next to speak was **Hesham Osman** of 3181 Mantel Ridge:

40
41 “Good evening, Mr. Mayor, Mayor Pro Tem, council members, and town staff. I come
42 this evening to speak on two topics. The first topic is related to the approval of the Salem

1 Streetscaping project at the last Town Council Work Session in December, which came in two
2 million dollars higher than the original plans. And while I believe it is an important project and
3 provides a lot of benefits to the downtown community and to Apex overall, what other
4 projects will be delayed or scaled back to make up for that two-million-dollar cost overrun
5 projection? What other budget items will be cut or eliminated to offset that increase in this
6 year's budget? Moving into kicking off the budget process for next year in the next few weeks
7 and months, does this Council commit to a fiscally responsible budget without any tax
8 increases for next year? The goal should simply be no tax increases, not a comparison to
9 other towns and proclaiming we had the lowest tax increase compared to other towns
10 nearby. This Council talks a lot about affordable housing in this community, and a key part of
11 the cost of living in our community is taxes. I urge this Council to rein in spending to allow for
12 no tax increases next year. The second topic I would like to briefly talk about is our town's
13 governance structure. As our community has experienced tremendous growth over the years,
14 with our population reaching over 85,000 residents already and with all the new housing units
15 that have already been approved coming online in the next years, our population will
16 approach over 100,000 residents shortly, something we should be and can be proud of.
17 However, there are parts of our community that don't have equal voice and equal
18 representation on this Council. I urge this council to look at a district or ward setup like other
19 large towns have done in Wake County and in North Carolina. This setup would allow for all
20 parts of our different and vibrant community to be heard and to hear their specific concerns
21 addressed, whether that be the Salem Street community, downtown, Bella Casa, or the
22 incorporated areas of New Hill and Friendship. I think by having dedicated districts and
23 wards, and even council Members at large, that would allow for better overall representation
24 of our community and will continue to ensure that Apex is the peak of good living."
25
26

27 **Mayor Gilbert** thanked the speaker and called up the next speaker.

28
29 Next to speak was **Christine Campbell** of 3717 Jordan Shires Drive:
30

31 "I am here to talk to you a little bit about the data center. I was pleased, Mr. Manager,
32 tonight to hear that you are planning that work session and not giving time and credence to
33 the developer to come and solicit their agenda and their objectives. Those of us that have
34 been volunteering our time and our energies with the Protect Wake County Coalition have
35 worked very hard. We have sought the volunteer expertise and subject matter expertise from
36 several of our community members, including Michelle O'Connor, Glenn, Bill, my husband
37 Patrick, who is an electrical engineer, Ralph Ripper, and I could go on and on. There are many,
38 many people who have contributed to these efforts. What I am going to highlight tonight is
39 that we are prepared to share, both with the Town Council, the planning staff for the town,
40 and the Town Planning Board, a set of recommendations and a wish list that Patrick has talked
41 about at some previous meetings. We have settled on approximately 20 items to include
42 defining what a data center should be, making sure that definition is built based upon the

1 research that our planning staff has done. We have pulled and cited examples of what other
2 communities have done and included that in this document to try and highlight the idea that
3 we should build to best practices. If we want to be the peak of good living, then let us be a
4 part of defining the terms of what can come here and how and why. And when we take
5 control of that decision, we have a chance to keep our say and keep our community as great
6 as it can be. We are addressing not only what we think should be included, but also some
7 things to help protect the community around us, the green spaces around us, and other areas
8 of great concern which we have heard a lot about. I do not want to go too much further
9 because I know the agenda is very long tonight. Thank you.”

10
11 **Mayor Gilbert** thanked the speaker and called up the last speaker.

12
13 Next to speak was **Barbara Collins** of 901 Norwood Lane:

14
15 “I have lived here for 28 years in the same house. Look at that. We love it here. What is
16 not to love? I do not need three minutes. I do not need notes. All of you already know
17 everything you need to know to vote no on the data center. You have every bit of information.
18 If you don’t have some information, we will provide it to you. They will. Yes. Because I am not
19 having to look up every statistic, I have already been through this in upstate New York. Not a
20 data center, a corporation that polluted the groundwater without ever reporting it to the EPA.
21 Five years we spent on that project and we won in the end because everybody knows what
22 the right thing is to do. I know it and so do you. You are teaching your children to be
23 environmentalists. You are calling yourself environmentalists. I am calling myself an
24 environmentalist and that is how you should vote because you are individuals who have come
25 together, but I promise you this will follow you. I will be sure it follows you for the rest of your
26 career and someday somebody else is going to be standing up here and it is going to be a
27 new Council. And you know what they are going to say if it gets approved? They are going to
28 say, “It was a different council. They said yes, what can we do about it now?” It is happening
29 seven years after you all left. I have heard you all say it, another council is the one that voted
30 on this. Well, you are the council that is going to vote on this, and I do not expect you want to
31 ruin your reputation. You do not want your children to know that you taught them to be
32 environmentalists and then you voted against the environment. Please do not do that. That is
33 it. Thank you.”

34
35 **Mayor Gilbert** thanked all that came to speak and closed Public Forum.

36
37
38 **[PROCLAMATIONS/SPECIAL PRESENTATIONS]**

39
40 **PR1 REVISED Proclamation - Human Trafficking Prevention Month - January 2026**

1 **Mayor Gilbert**, along with the rest of the Town Council, read the Proclamation for
2 Human Trafficking Prevention Month 2026. He invited up Niki Miller, Director, Lynn Scott,
3 Development Specialist, Jennie Kowaleski, Board of Directors President and Michelle Stewart,
4 Board of Directors Member with Shield NC to accept the proclamation and take pictures.

5 **Ms. Kowaleski**, Board President of Shield North Carolina which is a nonprofit that
6 helps against human trafficking. She thanked the Mayor and Council member for allowing
7 her to speak. She gave an overview of myths about human trafficking and that 90% of victims
8 are exploited by someone that they know and trust and over 40% is a family member. She
9 said that North Carolina is currently ranked 9th in the US reported trafficking cases. She gave
10 their website at shieldnc.org and asked to consider following on social media.

11

12 **PR2 Proclamation - Martin Luther King Jr. Commemoration Weekend 2026**

13

14 **Mayor Gilbert**, along with the rest of the Town Council, read the Proclamation for
15 Martin Luther King Jr. Commemoration Weekend 2026. he then invited Tami Johnson, Kelvin
16 Thomas, Orvina Bain, Laric Copes and the Delta's and AKAs to accept the proclamation and
17 take pictures.

18

19 **Kelvin Thomas** spoke on behalf of Tayon Dancy, who is a strong supporter of the
20 community, and led the idea for Alpha Phi to recognize Dr. King, who was a member of Alpha
21 Phi Fraternity Incorporated. He said that they celebrate the work that He recognized Apex for
22 their contributions and the Mayor and Town Council for their support.

23

24 **[PUBLIC HEARINGS]**

25

26 **PH1 Annexation No. 798 - 2224 New Hill Olive Chapel Road - 4.80 acres**

27 **AND**

28 **PH2 Rezoning Case No. 25CZ13 - 2224 New Hill Olive Chapel Road (REF: ORD-2026-**
29 **002)**

30

31 **June Cowles**, Senior Planner, Planning Department gave the following presentation:

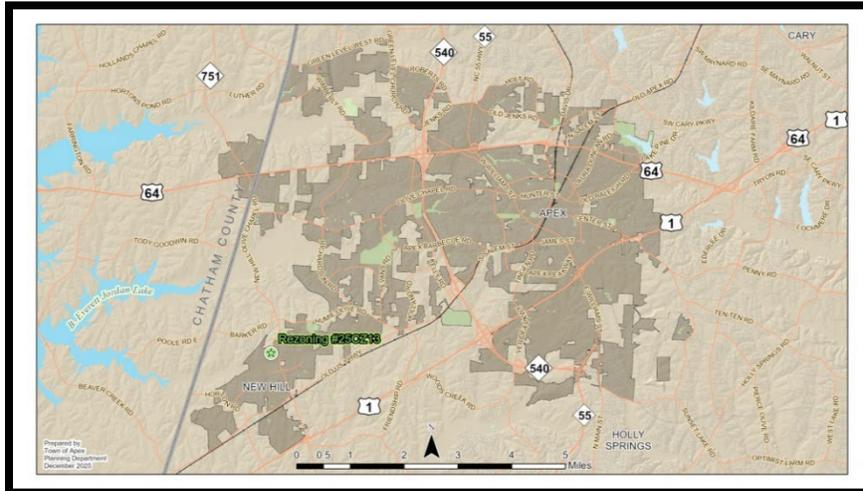
1 [SLIDE 1]

Public Hearings #1 & #2

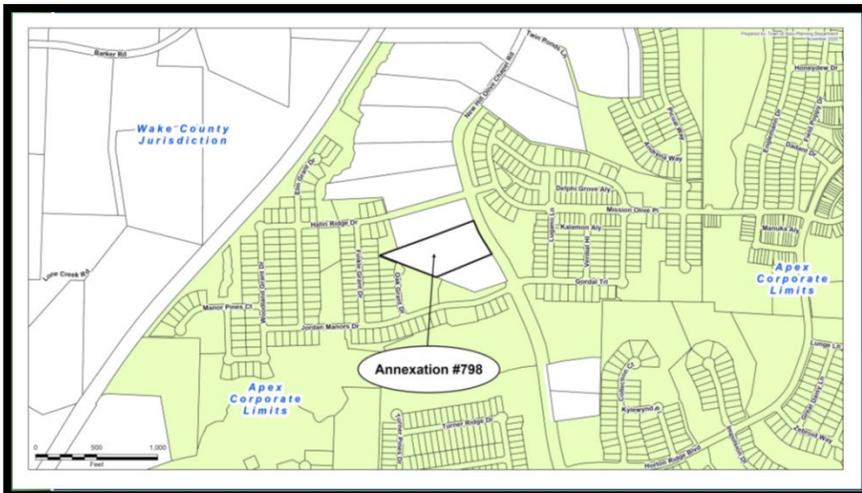
Annexation No. 798 &
Rezoning Case #25CZ13
2224 New Hill Olive Chapel Road



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3 [SLIDE 2]



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5 [SLIDE 3]

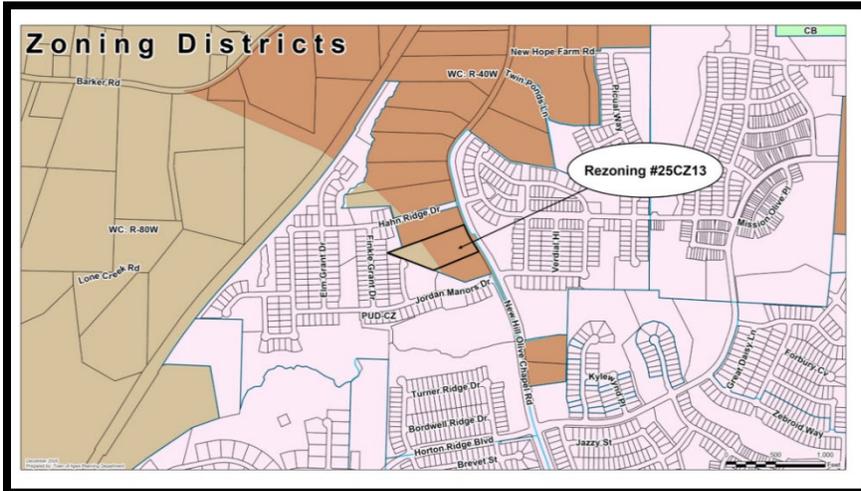


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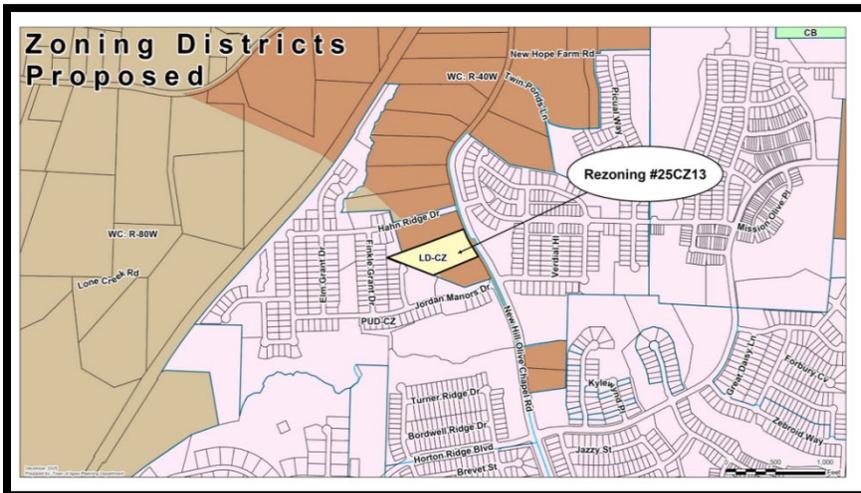
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3 [SLIDE 5]

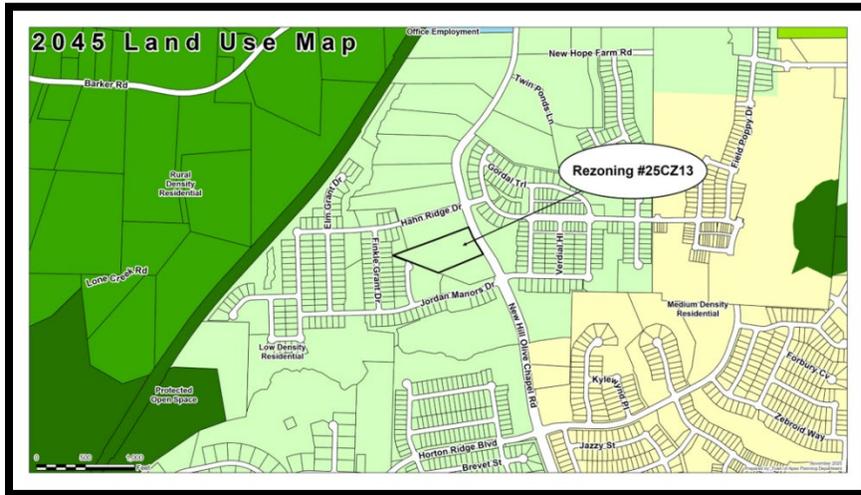


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5 [SLIDE 6]



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1 [SLIDE 7]



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3 [SLIDE 8]



4
5 **Ms. Crowles** opened for questions and discussion.
6 **Mayor Pro-Tempore Mahaffey** asked about the condition stating, "future
7 development shall include right-of-way dedication consistent with the Apex Transformation
8 Plan" because typically the dedication and the right-of-way is done at the time of the rezoning
9 and this says "future".

10 **Ms. Crowles** said that because the applicant is not proposing any development at this
11 time and that is normally when dedication is done.

12
13 **Mayor Gilbert** opened Public Hearing and with no speakers it was brought back to
14 Council for discussion and possible motion.

15
16 A **motion** was made by **Mayor Pro-Tempore Mahaffey** and seconded by
17 **Councilmember Gray** to adopt an Ordinance on the Question of Annexation - Apex Town
18 Council's intent to annex 4.80 acres, located at 2224 New Hill Olive Chapel Road (PIN 0710-

1 77-2057), Annexation No. 798, into the Town Corporate limits; and to approve Rezoning Case
2 No. 25CZ13 - rezone approximately 4.8 acres from Wake County Residential-80W (R-80W) &
3 Wake County Residential-40W (R-40W) to Low Density Residential-Conditional Zoning (LD-
4 CZ) at 2224 New Hill Olive Chapel Road.

5

6

VOTE: UNANIMOUS (5-0)

7

8

9

PH3 Annexation No. 807 - 8905 Castleberry Road - 3.35 acres

10

AND

11

PH4 Rezoning Case No. 25CZ11 - 8905 Castleberry Road - Tracts 10 and 11

12

June Cowles, Senior Planner, Planning Department - PH3 and PH 4to be continued until
13 February 24, 2026 meeting

14

15

A **motion** was made by **Mayor Pro-Tempore Mahaffey** and seconded by
16 **Councilmember Zegerman** to continue PH3 and PH4 to the February 24, 2026 Regular Town
17 Council Meeting.

18

19

VOTE: UNANIMOUS (5-0)

20

21

22

PH5 Annexation No. 808 - The Summit Apex - Humie Olive Road - 0.50 acres

23

24

Dianne Khin, Director, Planning Department gave the following presentation:

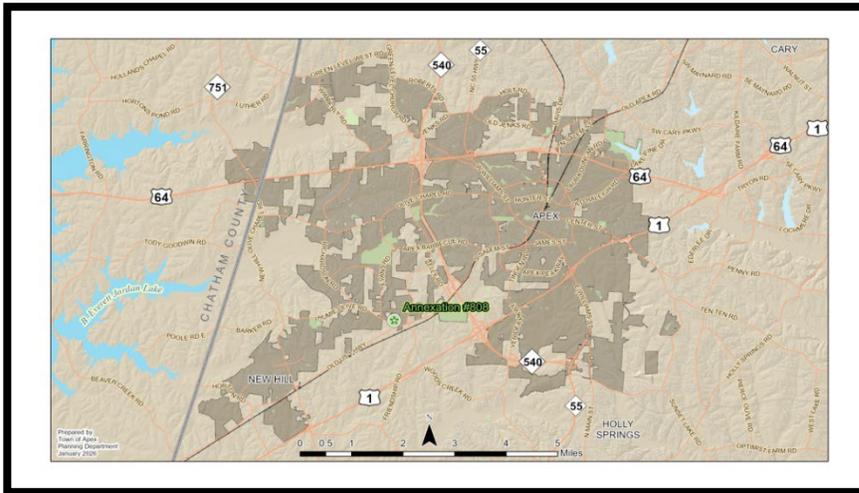
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[SLIDE 1]



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3 [SLIDE 3]

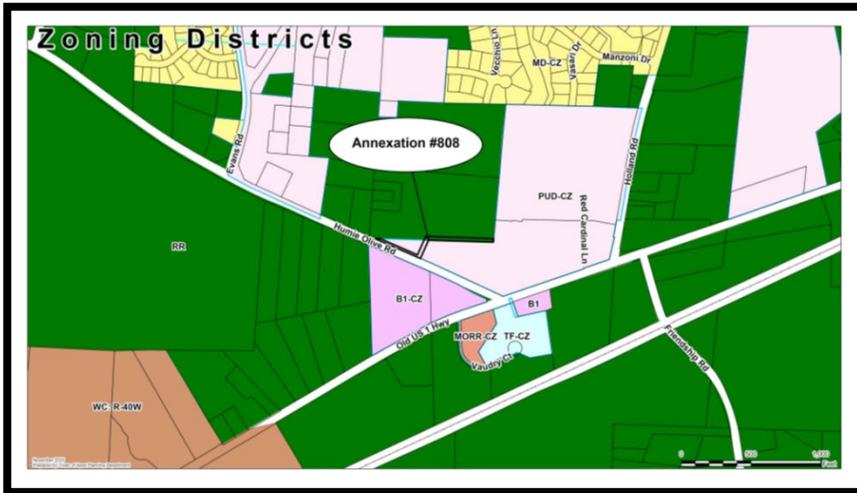


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5 [SLIDE 4]



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1 **[SLIDE 5]**



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Mayor Gilbert opened Public Hearing and closed Public Hearing with no one signed up to speak. He brought it back to Council for discussion and a possible motion.

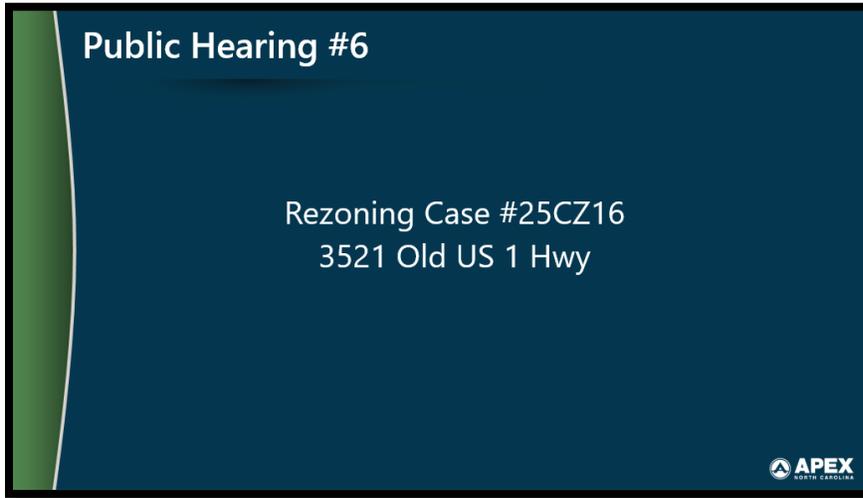
A **motion** was made by **Mayor Pro-Tempore Mahaffey** and seconded by **Councilmember Mu** to adopt an Ordinance on the Question of Annexation - Apex Town Council's intent to annex 0.50 acres, located at 2236 Old US 1 Highway (aka The Summit) (PIN NO. 0720-99-4626), Annexation No. 808, into the Town Corporate Limits.

VOTE: UNANIMOUS (5-0)

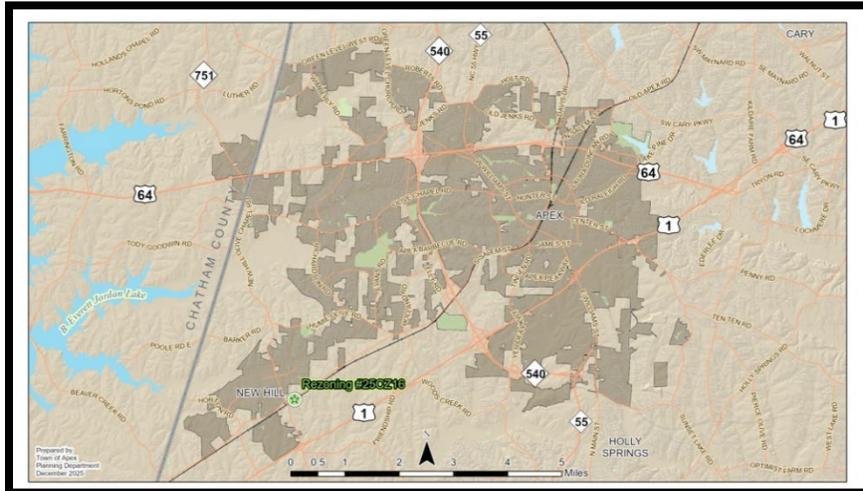
PH6 Rezoning Case No. 25CZ16 - 3521 Old US 1 Highway

Joshua Killian, Planner II, Planning Department gave the following presentation:

1 [SLIDE 1]



2
3 [SLIDE 2]

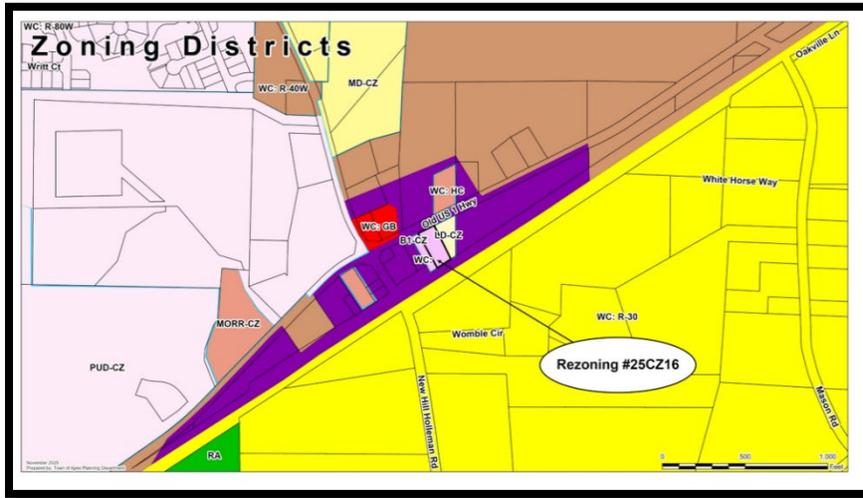


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5 [SLIDE 3]

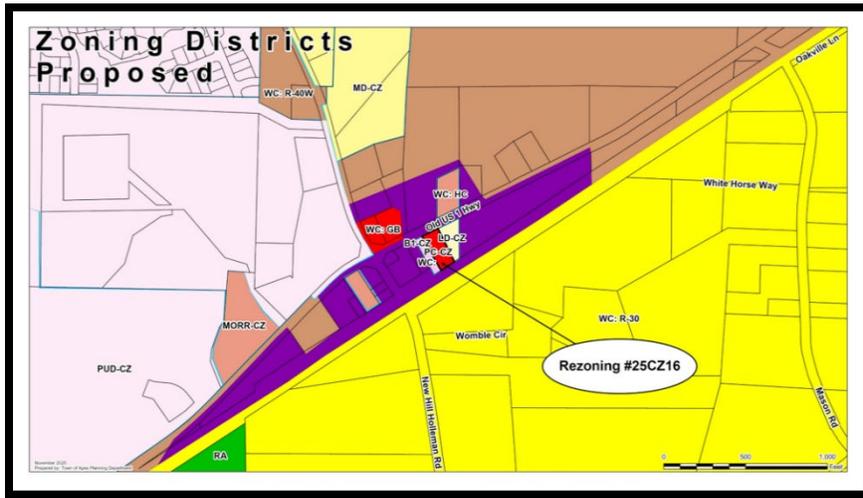


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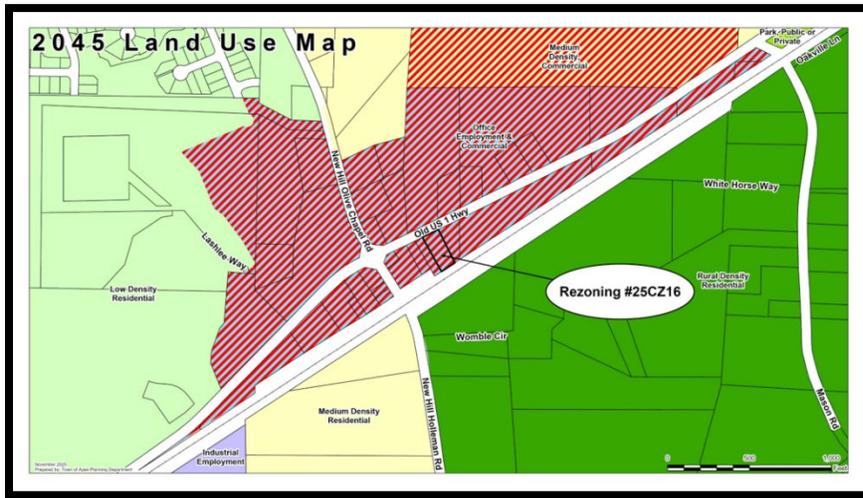
1 [SLIDE 4]



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4 [SLIDE 6]



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1 **[SLIDE 7]**



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Mr. Killian asked if there were any questions for himself or the applicant.

Mayor Gilbert opened up Public Hearing and with no one signed up to speak, he closed Public Hearing and brought the item back to Council for discussion and a possible motion.

A **motion** was made by **Mayor Pro-Tempore Mahaffey** and seconded by **Councilmember Zegerman** to approve Rezoning No. 25CZ16 - rezone approximately 0.53 acres from Neighborhood Commercial-Conditional Zoning (B1-CZ #11CZ04) to Planned Commercial-Conditional Zoning (PC-CZ) at 3521 Old US 1 Hwy.

VOTE: UNANIMOUS (5-0)

PH7 Unified Development Ordinance (UDO) Amendments - January 2026 - *previously continued from November 13 and December 09, 2025*

Bruce Venable, Planner II, Planning Department gave the following presentation:

1 [SLIDE 1]

Public Hearing #7

Unified Development Ordinance (UDO)
Amendments - January 2026
*Continued from
November 13 and December 9, 2025*

APEX
NORTH CAROLINA

2
3 [SLIDE 2]

Amendment #1
Requested by Transportation & Infrastructure Development Staff

1) Amendments to Secs. 7.2.1.I *Design Standards, Streets*; 7.2.4 *Design Standards*; 8.2.6.C *Landscaping, Buffering, and Screening, General Buffering Requirements*; and 13.4 *Transportation, Definitions* in order to permit the use of temporary turnarounds in connection with stub streets.

Background: Staff propose the following amendments to clarify that temporary turnarounds, may be permitted in connection with stub streets. The intent of this amendment is to 1) ensure that emergency and other Town-related vehicles can safely and efficiently maneuver throughout a subdivision and 2) provide guidance for their eventual removal as the stub streets are connected to future development on adjacent properties and the temporary turnaround is no longer required.

APEX
NORTH CAROLINA

4
5 [SLIDE 3]

Amendment #1
Requested by Transportation & Infrastructure Development Staff

7.2.1 Design Standards, Streets

1) Temporary Turnaround
A temporary turnaround shall be provided at the terminus of any stub street exceeding 150 feet in length. Temporary turnarounds shall be constructed within a temporary public access easement or within the public right-of-way and shall comply with all applicable standards, including the Town of Apex Standard Specifications and Standard details.

1) Applicability. The provisions of this subsection shall apply only to temporary turnarounds approved after January 27, 2026.

2) Easement and Design. The temporary turnaround shall be placed in a temporary public access easement meeting the standards of Sec. 7.2.4.C Temporary Public Access Easement or within a dedicated public right-of-way until such time as the roadway is extended.

3) Fee-In-Lieu (FIL). A fee-in-lieu pursuant to Sec. 7.5.4.F Stub Street Fee-In-Lieu shall be required for the future conversion and removal of the temporary turnaround prior to Master Subdivision Final Plat or Site Plan Final Plat approval.

APEX
NORTH CAROLINA

6

1 [SLIDE 4]

Amendment #1
Requested by Transportation & Infrastructure Development Staff

- 4) Removal and Restoration. The developer of the adjacent property making a street connection to the existing stub street shall be responsible for the removal of the temporary turnaround, restoration of the affected area, landscaping to meet the buffer type that would have been required had the temporary turnaround not been located there, and construction of any additional improvements required by the UDO for street extensions, including typical roadway cross-sections, sidewalks, and utilities.
- 5) Use Limitations. Temporary turnarounds shall not be used for parking and/or driveways.
- 6) Signage. When a temporary turnaround is provided, a clearly visible street sign per the Town of Apex's *Standard Specifications and Standard Details* shall be erected at the end of the stub street stating that the street is planned to be connected to a future street.



2
3 [SLIDE 5]

Amendment #1
Requested by Transportation & Infrastructure Development Staff

- 7) Size and Dimensions. The temporary turnaround shall comply with the size and dimensional requirements set forth in the Town of Apex's *Standard Specifications and Standard Details*.
- 8) Platting. Any plat containing a stub street shall include the following note: "The street system shown on this plat includes one or more stub streets that are intended to connect to adjacent property when such property is developed. These connections are required to promote the efficient flow and distribution of traffic and to provide additional points of access for emergency vehicles."
- 9) Materials. The temporary turnaround shall be built to the Town of Apex's standards per Town of Apex *Standard Specifications and Standard Details*.



4
5 [SLIDE 6]

Amendment #1
Requested by Transportation & Infrastructure Development Staff

7.2.4 Design Standards

...

C) Temporary Public Access Easement. Where a street is terminated temporarily at the edge of a development and creates a stub street, a temporary public access easement shall be provided. The temporary public access easement shall be of sufficient size to allow for necessary construction and future conversion of the roadway to a through street. Any slope easements, construction easements and/or right-of-way dedication needed to construct the future roadway connection shall be dedicated. The temporary public access easement shall follow one of the following methods:

- (1) If the adjacent land is owned by the subdivider, a temporary turnaround can be provided with a temporary public access easement on such adjacent land. Temporary turnarounds shall meet the standards found in Sec. 7.2.1.1 *Temporary Turnaround*; or
- (2) The subdivider may provide the required turnaround on one of the last lots or common area nearest to the adjacent land and fronting on the temporary stub street through use of a temporary public access easement dedicated to the Town. Temporary turnarounds shall meet the standards found in Sec. 7.2.1.1 *Temporary Turnaround*.



6

1 [SLIDE 7]

Amendment #1
Requested by Transportation & Infrastructure Development Staff

8.2.6 Landscaping, Buffering, and Screening, Buffering
...
C) General Buffering Requirements
...
4) No Development Within the Required Buffer
The required buffer shall not contain any development, built-upon area, or site features that do not function to meet the standards of this Section or that require removal of existing vegetation, except for signs within platted sign easements, utilities within public utility easements, **public access easements**, and public art on private property within a platted public art on private property easement (see Secs. 8.1.2.C.9 and 8.2.2.C.2.a). When a public utility **and/or a public access** easement is located within a Fully-and Limited-Controlled Access Highway Buffer, Streetfront Buffer, or a Thoroughfare Buffer that is 20 feet or greater in width, a minimum 20-foot-wide planting area shall be provided as measured from the edge of the easement. For all other required buffers, a minimum 10-foot-wide planting area shall be provided as measured from the edge of the easement. The planting area shall be as wide as necessary in order to accommodate all required buffer plantings. Tree species with compact root systems shall be used adjacent to the easement.
...

APEX NORTH CAROLINA

2
3 [SLIDE 8]

Amendment #1
Requested by Transportation & Infrastructure Development Staff

13.4 Transportation, Definitions
...
Temporary Turnaround
A turnaround area, constructed in accordance with the Town of Apex Standard Specifications and Standard Details, located within a temporary public access easement or public right-of-way at the terminus of a street that is planned for future extension.
...

APEX NORTH CAROLINA

4
5 [SLIDE 9]

Amendment #1
Requested by Transportation & Infrastructure Development Staff

NOTES:

1. DEVELOPER CONNECTING TO THE EXISTING STREET NETWORK SHALL BE RESPONSIBLE FOR REMOVING TEMPORARY TURNAROUND AND RECONSTRUCTING THE STREET TO MEET TOWN OF APEX STANDARDS, INCLUDING REMOVAL OF CURB RAMPS AS REQUIRED.
2. STREET WIDTHS AND RIGHT-OF-WAY LOCATIONS ARE REQUIRED.
3. THE DIMENSIONS OF THE HAMMERHEAD TURNAROUND SHALL MEET THE DIMENSIONS SHOWN AND RIGHT OF WAY WIDTHS ARE PROHIBITED.
4. DRIVEWAY CONNECTIONS ARE PROHIBITED.
5. PARKING IS PROHIBITED WITHIN THE TURNAROUND. THE END OF THE STUB STREET SHALL BE SIGNED IN ACCORDANCE WITH BARRICADE FOR DEAD END ROADS' STANDARD DETAIL.
6. PROPER DRAINAGE MUST BE PROVIDED TO ENSURE THERE IS NO STANDING WATER.
7. IF EASEMENT IS REQUIRED, THE EASEMENT SHALL BE IDENTIFIED AND A CONNECTION IS MADE TO THE ASSOCIATED PUBLIC UTILITY RECORDS IN THE UNIFIED DEVELOPMENT ORDINANCE.

FOR REFERENCE ONLY

TOWN OF APEX STANDARDS
EFFECTIVE MONTH/CO. YYYY

TEMPORARY TURNAROUND

STD. NO. 300.25
SHEET 1 OF 1

APEX NORTH CAROLINA

6

1 **Mr. Venable** asked if there were any questions for himself or staff from Transportation
2 and Infrastructure.

3 **Councilmember Zegerman** asked how the 150' for the temporary turnaround was
4 determined.

5 **Mr. Venable** said that it is determined by the state fire code and is the exact
6 requirement.

7 **Councilmember Zegerman** asked why a turnaround is required with the developer
8 extending to a future neighboring property without housing lots in that area and no utility
9 services or public services anticipated to access that part of the road.

10 **Mr. Venable** said there was discussion about this and the code doesn't offer any
11 distinguishment so it's about the length and there needs to be access for emergency services
12 to maneuver in and out of the area and that is the requirement.

13 **Mayor Pro-Tempore Mahaffey** said at the extended discussion last year with the
14 previous Council and Planning Committee relating to addressing removal and it has been
15 updated to include the fee in lieu proposal. He said that turnaround encroachment into
16 buffers that he had objected to is in this proposal. He said he was concerned about the
17 impact on the neighbors and that it being allowed to encroach on buffers across the board.
18 He asked if there had been any other discussions on this subject.

19 **Councilmember Gray** said that Amendment - 1: paragraphs 8 of 7, 2.1 provision is
20 key to make sure that Council alleviates questions from the residents about this being a stub
21 street when it is a cul-de-sac. He did not believe that this was conceding the ability to make
22 modifications in the future.

23 **Councilmember Zegerman** said that Mayor Pro-Tempore Mahaffey's question about
24 the buffer requirement was considered and asked if it was considered based on feedback
25 from the Planning Committee and if so, why was it left in.

26 **Mr. Venable** said the intent was not to provide full encroachment where there would
27 still be a plantable area and they proceeded with this trying to find the best path by still
28 having a plantable area, and also having the requirements that the area will eventually have to
29 go back to being a buffer space and would be replanted and reestablished and they were
30 trying to find a balance.

31 **Councilmember Zegerman** said that it looked like this would give up about half of
32 the buffer and asked if there were any opportunities for reconsideration.

33 **Mr. Venable** said this was what was being proposed currently but if Council wanted to
34 send it back to staff for further exploration that was an option, and Council can give that
35 direction.

36 **Mayor Pro-Tempore Mahaffey** said that he was in support of 99% of the proposal
37 and if there was a motion, he would like to strike Section 8.2.6. He asked would the UDO
38 amendment be considered complete if section 8.2.6 is struck, or does other wording need to
39 be changed.

40 **Councilmember Zegerman** said that the provision in item four would not be needed
41 if encroachment on the buffer is not allowed, section 7.2.1 Removal and Restoration section.

1 **Mr. Venable** said there may be need for restoration outside of the buffer. He said that
2 part of the intent was with the temporary cul-de-sac was the excess of right-of-way that exists
3 when you extend the street and part of this in number four is to remove this as well.

4 **Mayor Gilbert** asked if there were any other comments from Council members.

5 **Councilmember Reese** asked if Town Manager Vosburg would weigh in on this.

6 **Town Manager Vosburg** said that to make sure this is correct and nothing is missed it
7 could be brought back to the next Council meeting if timing allows with the meeting
8 schedule.

9 **Director Khin** said that it would not be ready for the next meeting, that the agendas
10 are due on Friday.

11 **Councilmember Gray** asked if this would impact any projects coming out.

12 **Director Khin** said not that staff is aware of.

13 **Town Manager Vosburg** said that Council wants a change in the proposal it can go
14 back to staff to tweak this and see what the impact would be and bring it back to Council.

15
16 A **motion** was made by **Mayor Pro-Tempore Mahaffey** and seconded by
17 **Councilmember Zegerman** to establish the position of the Council that they did not want
18 encroachment into buffers of turnarounds.

19
20 **VOTE: (4-1), with Councilmember Gray dissenting**

21
22 A **motion** was made by **Mayor Pro-Tempore Mahaffey** and seconded by
23 **Councilmember Gray** to continue this item to the February 10th, 2026 Regular Town Council
24 Meeting.

25
26 **VOTE: UNANIMOUS (5-0)**

27
28 **[CLOSED SESSION]**

29
30 A **motion** was made by **Councilmember Gray** and seconded by **Mayor Pro-Tempore**
31 **Mahaffey**, to enter into closed session pursuant to NCGS §143-318.11(a)(3), and NCGS
32 §143-318.11(a)(1).

33
34 **VOTE: UNANIMOUS (5-0)**

35
36 Council entered closed session at **7:48 p.m.**

37
38 **CS1 Laurie Hohe, Town Attorney**

39 **NCGS §143-318.11(a)(3):**

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

1 **CS2 Laurie Hohe, Town Attorney**

2 **NCGS §143-318.11(a)(3):**

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

6 **CS3 Allen Coleman, Town Clerk**

7 **NCGS §143-318.11(a)(1):**

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

12 Council returned to open session at **8:49 p.m.**

14 **Mayor Gilbert** said that there was one item to present and turned it over to Mayor
15 Pro-Tempore Mahaffey.

17 A **motion** was made by **Mayor Pro-Tempore Mahaffey** and seconded by
18 **Councilmember Zegerman** to approve a Resolution Authorizing Eminent Domain
19 Proceedings related to an electric utility project along Humie Olive Road for improvement of
20 the Apex electric utility system (**REF: RES-2026-003**).

22 **VOTE: UNANIMOUS (5-0)**

24 **[ADJOURNMENT]**

26 **Mayor Gilbert** adjourned the meeting at **8:51 p.m.**

29 Jacques K. Gilbert
30 Mayor

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

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

DRAFT MEETING MINUTES

**TOWN OF APEX
ELECTRONIC REGULAR TOWN COUNCIL MEETING
TUESDAY, JANUARY 27, 2026
6:00 P.M.**

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The Apex Town Council met electronically for a Regular Town Council Meeting on Tuesday, January 27th, 2026 at 6:00 p.m. The meeting was conducted by use of simultaneous communication, which all members were participating remotely via Microsoft Teams. The public was able to submit written comments in advance of the meeting and able to view the meeting live by electronic means.

On Wednesday, January 21, 2026, the Governor of the State of North Carolina declared a state-wide state of emergency in anticipation of Winter Storm Fern. On Friday, January 23, 2026, the Chairperson of the Board of Commissioners of Wake County declared a county-wide state of emergency. On that same date, a town-wide state of emergency was issued for the Town of Apex corporate limits in both Wake and Chatham Counties by Mayor Jacques K. Gilbert. This declaration was distributed to local news media, posted on the Town’s website, and filed with the Apex Town Clerk.

Pursuant to North Carolina General Statutes (NCGS) § 166A-19.24, upon issuance of a declaration of emergency under G.S. 166A 19.20, any public body within the emergency area may conduct remote meetings in accordance with this section and Article 33C of Chapter 143 of the General Statutes throughout the duration of that declaration of emergency.

An electronic meeting notice was posted to the Town’s website, social media platforms, and on the main bulletin board at Town Hall. A copy of the notice is included at the end of these minutes as **“EXHIBIT A; January 27, 2026 Electronic Meeting Public Notice”**.

The meeting recording can be viewed at the following link:
<https://www.youtube.com/watch?v=p8uxEW6EgI4>

Each of the below members participated remotely:

- [ATTENDANCE]**
- Elected Body
- Mayor Jacques K. Gilbert (*presiding officer*)
- Mayor Pro-Tempore Terry Mahaffey
- Councilmember Edward Gray
- Councilmember Arno Zegerman

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1 Councilmember Shane Reese

2 Councilmember Sue Mu

3 **ABSENT:** NONE

4

5 Town Staff

6 Town Manager Randy Vosburg

7 Deputy Town Manager Shawn Purvis

8 Assistant Town Manager Marty Stone

9 Assistant Town Manager Demetria John

10 Town Attorney Laurie Hohe

11 Town Clerk Allen Coleman

12 **[COMMENCEMENT]**

13

14 **Mayor Jacques K. Gilbert** called the meeting to order at **6:00 p.m.** He said
15 that in accordance with Executive Order No. 31 issued by the Governor of the State of
16 North Carolina declaring a State of Emergency and pursuant to North Carolina
17 General Statutes 166A-19.24, the Town was conducting an electronic meeting. He
18 said the Town Clerk would call each member by name and ask them to identify him
19 or herself for the record so that the records reflect who's present and participating in
20 the meeting.

21 **Town Clerk Allen Coleman** called the roll of each elected member in order
22 by position and seniority. Each member identified themselves by stating present or
23 here. He announced all five (5) members of the Apex Town Council were present and
24 that a quorum of the Council was established.

25 **Clerk Coleman** called the roll of each member of the Senior Executive
26 Leadership Team which consisted of the Town Manager, Town Attorney, Town Clerk,
27 Deputy Town Manager, and both Assistant Town Managers. He said that concluded
28 the attendance portion of the meeting.

29

30 **Mayor Gilbert** said the public was welcomed to view this meeting by visiting
31 the Town of Apex website at www.apexnc.org forward slash 838 forward slash
32 Agendas dash minutes and click on the public link under the header "Electronic
33 Format Regular Town Council Meeting - January 27, 2026" or contact the Town
34 Clerk's Office by telephone at 919-249-1260. He said notices had been posted at the
35 Town Hall building and that members of the Town Clerk's Office was ready to assist
36 anyone that needed assistance with accessing the meeting.

37

38 **Mayor Gilbert** said this meeting was being recorded and would be uploaded
39 to the Town's Youtube Channel on Wednesday, January 28, 2026 and that public
40 comments would not be accepted live during the meeting. He said that residents

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1 had the opportunity to submit written comments to the Town Clerk by emailing
2 townclerk@apexnc.org.

3
4 **Mayor Gilbert** said that all matters would require action by the Council would
5 be conducted by a roll call vote consistent with the remote meeting statutes. He said
6 that after a motion was made and properly seconded he would call upon the Town
7 Clerk to conduct the roll of each member present and announce the results of the
8 vote. He said that if a member loses connection during the meeting, for them to
9 notify the Town Clerk by other means. He said the Town Clerk would announce this
10 member is no longer present and ensure a quorum of the body still remains. He said
11 if he was to lose connection, the Mayor Pro-Tempore would continue running the
12 meeting until he is able to rejoin.

13
14 **Mayor Gilbert** said that while participating remotely, members should kindly
15 remember to mute themselves when they are not speaking to prevent any
16 background noise interference.

17
18 **[ADOPTION OF REGULAR MEETING AGENDA]**

19
20 **Mayor Gilbert** said the Regular Meeting Agenda was being displayed on the
21 screen and had been published on the website since Friday, January 23, 2026.
22 Hearing no additions, questions, or comments, he called for a vote.

23
24 A **motion** was made by **Mayor Pro-Tempore Terry Mahaffey**, seconded by
25 **Councilmember Arno Zegerman** to set the regular meeting agenda.

26 **Town Clerk Coleman** called all Apex Town Councilmembers by name to
27 confirm their vote to comply with the remote meeting requirements.

28 Mayor Pro-Tempore Mahaffey - Yes

29 Councilmember Gray - Yes

30 Councilmember Zegerman - Yes

31 Councilmember Reese - Yes

32 Councilmember Mu - Yes

33

34 **VOTE: UNANIMOUS (5-0)**

35

36 **Town Clerk Coleman** announced the vote was unanimous 5-0.

37

38 **[CONSENT AGENDA]**

39

40 **Mayor Gilbert** said the Consent Agenda was being displayed on the screen
41 and called for any questions or comments from Councilmembers.

42

43 **Councilmember Reese** said that he had a question that was potentially for the
44 Town Manager related to consent item number one (1). He said that for transparency

DRAFT | JANUARY 27, 2026 ELECTRONIC REGULAR TOWN COUNCIL MEETING MINUTES

1 and clarification it would be beneficial to know who was eligible to participate in the
2 Master’s Collaborative Program as outlined in this agenda item.

3 **Town Manager Vosburg** said that he appreciated the question and would be
4 happy to provide a response. He said this program was put together by Wake
5 County and that several municipalities within Wake County were participating in this
6 interlocal agreement. He said the program was intended for staff within those Towns
7 only and that elected officials would not be eligible to participate in the program. He
8 said that Town staff had the ability to apply for consideration of the program and that
9 a selection process was conducted internally. He continued by stating that
10 participations were from all three (3) portfolios and the program would be multi-year.

11 **Councilmember Reese** said he appreciated that response and had no
12 additional questions.

13
14 Hearing no questions or comments, **Mayor Gilbert** called for a vote.

15
16 A **motion** was made by **Mayor Pro-Tempore Terry Mahaffey**, seconded by
17 **Councilmember Arno Zegerman** to approve the consent agenda as presented.

18 **Town Clerk Coleman** called all Apex Town Councilmembers by name to
19 confirm their vote to comply with the remote meeting requirements.

20 Mayor Pro-Tempore Mahaffey - Yes

21 Councilmember Gray - Yes

22 Councilmember Zegerman - Yes

23 Councilmember Reese - Yes

24 Councilmember Mu - Yes

25
26 **VOTE: UNANIMOUS (5-0)**

27
28 **Town Clerk Coleman** announced the vote was unanimous 5-0

29
30 The following items were included on the consent agenda:

31
32 **CN1 AGREEMENT - INTERLOCAL AGREEMENT BETWEEN WAKE COUNTY AND**
33 **THE TOWN OF APEX - MASTERS PUBLIC ADMINISTRATION (MPA) PROGRAM**
34 **COLLABORATIVE (CONT-2026-XXX)**

35 Council approved an Interlocal Reimbursement Agreement between Wake County
36 and Wake County Municipal Partners for participation in an Executive Master of
37 Public Administration (eMPA) program.

38
39 **CN2 ANNEXATION NO. 802 - 7625, 0 ROBERTS ROAD AND 8112 GREEN**
40 **LEVEL CHURCH ROAD - 5.23 ACRES (RES-2026-004) (RES-2026-005) (OTHER-**
41 **2026-014)**

42 Council adopted a Resolution Directing the Town Clerk to Investigate Petition
43 Received, accepted the Certificate of Sufficiency by the Town Clerk, and adopted a
44 Resolution Setting the Date of a Public Hearing for February 10, 2026, on the

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1 Question of Annexation - Apex Town Council's intent to annex 5.23 acres, located at
2 7625 Roberts Road (PIN 0723-95-2564), 0 Roberts Road (PIN 0723-95-5524), and
3 8112 Green Level Church Road (PIN 0723-95-2216), Annexation No. 802, into the
4 Town Corporate limits.
5

6 **CN3 ANNEXATION NO. 817 - PEAK CITY CHURCH - 2401 AND 2325 OLD US 1**
7 **HIGHWAY - 23.87 ACRES (RES-2026-006) (RES-2026-007) (OTHER-2026-15)**

8 Council adopted a Resolution Directing the Town Clerk to Investigate Petition
9 Received, accepted the Certificate of Sufficiency by the Town Clerk, and adopted a
10 Resolution Setting the Date of a Public Hearing for February 10, 2026, on the
11 Question of Annexation - Apex Town Council's intent to annex 23.87 acres, Peak City
12 Church located at 2401 Old US 1 Highway (PIN 0720-88-6397) and 2325 Old US 1
13 Highway (PIN 0720-87-9899), Annexation No. 817, into the Town Corporate limits.
14

15 **CN4 ANNEXATION NO. 818 - JAINIX LLC - 7809 SECLUDED ACRES - 3.502**
16 **ACRES (RES-2026-008) (RES-2026-009) (OTHER-2026-16)**

17 Council adopted a Resolution Directing the Town Clerk to Investigate Petition
18 Received, accepted the Certificate of Sufficiency by the Town Clerk, and adopted a
19 Resolution Setting the Date of a Public Hearing for February 10, 2026, on the
20 Question of Annexation - Apex Town Council's intent to annex 3.502 acres, located at
21 7809 Secluded Acres (PIN 0723-71-6349), Annexation No. 818, into the Town
22 Corporate limits.
23

24 **CN5 ANNEXATION NO. 820 - 2301 APEX PEAKWAY - 3.803 ACRES (RES-**
25 **2026-010) (RES-2026-011) (OTHER-2026-17)**

26 Council adopted a Resolution Directing the Town Clerk to Investigate Petition
27 Received, accepted the Certificate of Sufficiency by the Town Clerk, and adopted a
28 Resolution Setting the Date of a Public Hearing for February 10, 2026, on the
29 Question of Annexation - Apex Town Council's intent to annex 3.803 acres, located at
30 2301 Apex Peakway (PIN 0742-71-8313), Annexation No. 820, into the Town
31 Corporate limits.
32

33 **CN6 APPOINTMENT TO NORTH CAROLINA EASTERN MUNICIPAL POWER**
34 **AGENCY (NCEMPA) BOARD OF COMMISSIONERS - KATHY MOYER**

35 Council appointed Electric Utilities Director, Kathy Moyer, as the Commissioner for
36 the Town of Apex on the North Carolina Eastern Municipal Power Agency (NCEMPA)
37 Board of Commissioners.

38 Council appointed Deputy Town Manager, Shawn Purvis, as the second (2nd)
39 Alternate for the Town of Apex on the North Carolina Eastern Municipal Power
40 Agency (NCEMPA) Board of Commissioners.

41 Council confirmed Assistant Town Manager, Marty Stone, as the first (1st) Alternate
42 for the Town of Apex on the North Carolina Eastern Municipal Power Agency
43 (NCEMPA) Board of Commissioners.
44

DRAFT | JANUARY 27, 2026 ELECTRONIC REGULAR TOWN COUNCIL MEETING MINUTES

CN7 BUDGET ORDINANCE AMENDMENT NO. 10 AND CAPITAL PROJECT ORDINANCE AMENDMENT NO. 10 - NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY SPRING 2025 FLOOD RESILIENCY GRANT AWARD - \$2,110,854 (ORD-2026-011) (ORD-2026-12)

Council adopted Budget Ordinance Amendment No.10 and Capital Project Ordinance No. 2026-10 appropriating funds for the North Carolina Department of Environmental Quality Spring 2025 Flood Resiliency Grant award in the amount of \$2,110,854.

CN8 CAPITAL PROJECT ORDINANCE AMENDMENT NO. 6, NO. 7, NO. 8, AND NO. 9 - INTEREST EARNED TO CAPITAL PROJECTS (ORD-2026-013) (ORD-2026-014) (ORD-2026-015) (ORD-2026-016)

Council adopted Capital Project Ordinance No. 2026-6, No. 2026-7, No. 2026-8, and No. 2026-9 appropriating interest earnings funds for projects in the Transportation, ARPA, Water Sewer, and Electric capital funds.

CN9 COMMUNITY EVENT POLICY REVISION - PROHIBITING SELLING, GIVING AWAY, AND/OR PROVIDING SAMPLES OF FIREARMS, WEAPONS, TOBACCO OR VAPE PRODUCTS, CBD, ETC. (PLCY-2026-002)

Council amended the Community Special Event Policy to include a prohibition from selling, giving away, or providing samples of firearms, weapons of any kind, tobacco or vape products (including e-cigarettes), and CBD, CBD infused, or hemp-derived THC consumable products at events.

CN10 REZONING CASE NO. 25CZ16 - 3521 OLD US 1 HIGHWAY (55 AUTO GROUP) - STATEMENT AND ORDINANCE (ORD-2026-010)

Council approved the Statement of the Town Council and Ordinance for Rezoning Application No. 25CZ16, Sadik Bourousse, applicant, for the property located at 3521 Old US 1 Hwy (portion of PIN 0710625854).

[TOWN MANAGER’S REPORT]

Town Manager Vosburg said that a huge thank you was owed to many of the Town staff members who worked over the last weekend in both storm preparation and also for the visit of the monks that came through our jurisdiction. He said it was truly a team effort, with several departments mobilizing and people staying overnight, so it would not list everyone or department by name but wanted them to know how much they were appreciated. He continued by stating that a huge thank you was owed to many town residents for being prepared and listening to the Town’s messaging about staying off the roadways during the winter storm. He said that this action was a huge benefit to the town and voided a lot of unnecessary accidents which pulls on both the public safety departments - fire and police.

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1 **Town Manager Vosburg** said the last item for discussion was related to the
2 upcoming Thursday work session. He said that members recall that a portion of the
3 Data Center presentation was deferred until January 29, 2026 (Thursday) and this was
4 also the time for public safety to provide their bi-annual updates to the elected body.
5 He provided an overview of the anticipated timeline of the agenda as originally
6 published and stated the meeting had the potential to go until 7:30 p.m. or later. He
7 said in order to protect staff time and to ensure everyone had a clear understanding
8 of how long the meeting would go, it would be helpful for Council to weigh in on
9 whether they had a hard stop at 5:00 p.m. or were fine going several hours beyond
10 the normal stopping time.

11
12 **Mayor Gilbert** thanked Manager Vosburg for his update and said that it was
13 his understanding that the February 17 Work Session did not have any topics so items
14 could be continued until this date if they were not time sensitive.

15 **Manager Vosburg** said that was correct.

16
17 **Mayor Gilbert** said that he would personally prefer to separate the Data
18 Center discussion from the other agenda items. He said the information related to
19 the Data Centers was a lot to absorb and, as seen in the previous work session, their
20 may need to be time baked in for questions. He said his preference was to end at
21 5:00 p.m. or as close to that time as possible to allow staff more time with family and
22 Councilmembers time to absorb the information.

23
24 **Councilmember Zegerman** said he would prefer to cover as much as possible
25 during he work session on Thursday, January 29, 2026 and cancel the February 17
26 work session. He said that an alternative option could be to present these items at
27 the Council Retreat which was coming up where three full-days were committed to
28 receiving information and updates from Town staff.

29
30 **Mayor Gilbert** thanked Councilmember Zegerman and said that he wanted to
31 clarify his statements. He said that his preference was to cover all of the Data Center
32 presentation on Thursday, January 29, and continue the public safety updates and
33 the municipal election budget discussion until February 2026. He said the Data
34 Center topic was a lot to digest.

35
36 **Manager Vosburg** said that was correct. The work session for this Thursday
37 (January 29) was originally scheduled to be a public safety work session where
38 Council would receive updates from both the Fire Chief and the Police Chief on
39 related projects, department initiatives, etc. He said that staff was ready to present
40 either way but he concurred that it may be a bit of an overload of information. He
41 said that preliminarily staff was estimating at minimum a three to four hour meeting.

42
43 **Mayor Gilbert** said he appreciated that information. He said he understood
44 that the November public safety work session was cancelled so he hated to defer

DRAFT | JANUARY 27, 2026 ELECTRONIC REGULAR TOWN COUNCIL MEETING MINUTES

1 their updates again but he also felt that Council and he needed to be fresh when
2 receiving those updates.

3
4 **Mayor Pro-Tempore Mahaffey** said that he concurred with the idea of getting
5 all of the material covered while everyone was together. He said the reason the Data
6 Center portions were continued until Thursday, January 29 was because the last
7 remaining portions were related to Public Safety and the original thought was this
8 work session was scheduled for public safety anyway. He said his preference was to
9 keep items on the agenda as presented and push through the material.

10
11 **Councilmember Gray** said that he would defer to his colleagues and did not
12 have a strong preference either way.

13
14 **Councilmember Mu** said that she agreed with continuing to press forward.

15
16 **Councilmember Reese** said he was supportive of the stated approach. He
17 said the intensity of the material presented was initially concerning but also
18 understood the direction of the body was to push through the material and
19 potentially cancel the work session on February 17, 2026.

20
21 **Town Clerk Coleman** said to clarify the meeting agenda for Thursday, January
22 29, 2026, was proposed to change to reflect the Data Center item going first,
23 followed by both of the public safety department presentations. He said this was
24 different from what had been published.

25
26 **Town Manager Vosburg** said Planning Board members were initially invited
27 to attend the work session on January 22, 2026 and may attend this meeting. He said
28 with the reordering of the agenda it might make it easier for others to tune in and
29 then leave verses sitting through the material beforehand.

30
31 **Mayor Gilbert** said that it sounded like consensus was to proceed with the
32 agenda as published and thanked the Town Manager for his updates.

33
34 *****

35 **[TOWN CLERK'S REPORT]**

36
37 **Town Clerk Coleman** said the Clerk's Office was currently accepting
38 applications for several positions on the Town's Resident Advisory Boards. He said
39 that two positions existed on the Planning Board - one corporate limits position as
40 well as an ETJ representative. He said additional positions existed on the Board of
41 Adjustment and the Environmental Advisory Board (EAB) and that interested
42 individuals were encouraged to apply online or contact the Town Clerk's Office for
43 more information.

DRAFT | JANUARY 27, 2026 ELECTRONIC REGULAR TOWN COUNCIL MEETING MINUTES

1 **Town Clerk Coleman** said that staff was working diligently on the
2 development of the Town’s Legislative Agenda for the short session coming up in the
3 spring of this year. He said that the Town’s contracted Lobbyist, Checkmate, would
4 be presenting to the Department Directors next week and they would also be
5 presenting to the Town Council at their Retreat on February 13, 2026. He said that it
6 would be beneficial if members could bring ideas to the retreat and he welcomed
7 any questions from members ahead of time.

8
9 **Mayor Gilbert** thanked the Town Clerk for his updates.

10 *****

11
12
13 **[PUBLIC COMMENT]**

14
15 **Mayor Gilbert** said that as previously mentioned live public comments would
16 not be taken during this electronic meeting but individuals did have the opportunity
17 to submit written comments in advance of the meeting. He called upon the Town
18 Clerk to announce any written comments for the record.

19
20 **Town Clerk Coleman** said only one written comment was received from Elisa
21 Haire related to Data Centers. Her comments are included below:

22
23 Date Sent: January 26, 2026 at 9:04 p.m.
24 Email Address: elisahaire@gmail.com
25 Subject: January 27, 2026 Public Forum Comments - Town of Apex

26
27 Greetings, Council.

28
29 My name is Elisa Haire and I am a lifelong resident of Apex. I reside at 1003
30 Brickstone Drive, Apex, North Carolina 27502.

31
32 I would like to submit the following comments for consideration by the Council,
33 specifically regarding the data center project (the "Data Center").

34
35 First, I vehemently oppose the Data Center. It is my opinion that a data center built
36 by Old US 1 and Shearon Harris Road is not in the best interests of the Town, nor its
37 residents and would only serve to enrich the developer, Natelli Holdings, and benefit
38 their client that would utilize the Data Center. While I have read the research the
39 Town compiled regarding the potential impacts and benefits of the Data Center, I fail
40 to see any reason why the Data Center is good for residents and local businesses who
41 call Apex home. As the Town's research admits, there are serious negative impacts of
42 the Data Center that are likely to negatively affect residents and businesses.

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1 Like a number of the members of the Council and Mayor Gilbert, I have been a
2 resident of Apex long enough to remember waking up early in the morning on
3 October 5, 2006, after an explosion at the Environmental Quality Industrial Services,
4 Inc. facility ("EQ") on Schieffelin Road. I remember my mother waking me up in the
5 early hours of October 5, 2006, telling me that I needed to pack a bag quickly
6 because we had to evacuate due to a chemical explosion. I remember smelling a foul
7 burning scent that lingered in my nose long after I arrived at my Grandmother's
8 house, unsure of when I would return home. Nearly 17,000 people evacuated,
9 businesses closed, and residents and local businesses experienced financial losses.
10 (WRAL News, 2006). Furthermore, inhaling the fumes likely will negatively impact the
11 health of a number of residents who may or already have experienced the resulting
12 health issues known to be caused by exposure to toxic chemicals. (American Lung
13 Association, 2023). The events of October 5, 2006, cost the town hundreds of
14 thousands of dollars, led to a nearly Eight Million Dollar Settlement in a lawsuit filed
15 against EQ, a fine paid by EQ to the state of North Carolina, and new laws and
16 regulations in the state of North Carolina governing and restricting the operation of
17 facilities like EQ. (WRAL News, 2007; WRAL News, 2009).

18
19 Nearly 20 years after the 2006 Explosion that threatened the residents of the Town,
20 the Data Center is being considered. The potential environmental impacts of data
21 centers are too great to ignore. As the Town's own research admits, there are
22 significant environmental impacts associated with the Data Center such as chemical
23 hazards, fire and explosion hazards, light noise pollution, and depletion of and
24 pollution to the local water supply. (Copley, 2025). Data centers are also known to
25 raise energy prices in surrounding residential areas and strain local resources.
26 (Jacobs, 2025).

27
28 During a public meeting with residents on November 12, 2025, Michael Natelli of
29 Natelli Holdings, stated "What I would say is we're working really hard to come up
30 with a program that really standardizes what we need to do to ensure that we're not
31 impacting neighboring properties in a negative way." (George, 2025). I would like to
32 draw the Council's attention to the nuance in this statement. Mr. Natelli has not
33 promised that there is a program that will ensure the Data Center will not impact
34 neighboring properties. He instead states they are "working really hard" to develop a
35 program to "standardize" what needs to be done to ensure they are not negatively
36 impacting neighboring properties. Id.

37
38 I strongly urge the members of the council to say NO to the Data Center and not
39 allow a potential threat to our environment, residents, and businesses be built in our
40 Town. Please do not let Apex be Natelli's Guinea pig to develop a Data Center and
41 test their environmental impact "program" for their data center projects.

42
43 I thank the Council for their time in reviewing and considering my comments.
44

DRAFT | JANUARY 27, 2026 ELECTRONIC REGULAR TOWN COUNCIL MEETING MINUTES

1 Kind regards,
2 Elisa

3
4 Sources

5
6 Apex Residents, Businesses Glad To Be Back Despite Losses. (2006, December 12).
7 WRAL News. <https://www.wral.com/story/1092135/>

8
9 Toxic Air Pollutants. (2023, October 25). American Lung Association.
10 [https://www.lung.org/clean-air/outdoors/what-makes-air-unhealthy/toxic-air-](https://www.lung.org/clean-air/outdoors/what-makes-air-unhealthy/toxic-air-pollutants)
11 [pollutants](https://www.lung.org/clean-air/outdoors/what-makes-air-unhealthy/toxic-air-pollutants)

12
13 Settlement reached over Apex chemical explosion. (2009, July 23). WRAL News.
14 <https://www.wral.com/story/5641875/>

15
16 EQ Won't Rebuild in Apex. (2007, October 15). WRAL News.
17 <https://www.wral.com/story/1930222/>

18
19 Jacobs, M. (2025, September 29). Data Centers Are Already Increasing Your Energy
20 Bills. We Have the Receipts. Union of Concerned Scientists.
21 [https://blog.ucs.org/mike-jacobs/data-centers-are-already-increasing-your-energy-](https://blog.ucs.org/mike-jacobs/data-centers-are-already-increasing-your-energy-bills/)
22 [bills/](https://blog.ucs.org/mike-jacobs/data-centers-are-already-increasing-your-energy-bills/)

23
24 Copley, M. (2025, October). Data centers are booming. But there are big energy and
25 environmental risks. National Public Radio. [https://www.npr.org/2025/10/14/nx-s1-](https://www.npr.org/2025/10/14/nx-s1-5565147/google-ai-data-centers-growth-environment-electricity)
26 [5565147/google-ai-data-centers-growth-environment-electricity](https://www.npr.org/2025/10/14/nx-s1-5565147/google-ai-data-centers-growth-environment-electricity)

27
28 George, T. (2025, November). Apex neighbors raise concerns about proposed data
29 center. ABC 11. [https://abc11.com/post/apex-neighbors-raise-concerns-proposed-](https://abc11.com/post/apex-neighbors-raise-concerns-proposed-data-center/18149782/)
30 [data-center/18149782/](https://abc11.com/post/apex-neighbors-raise-concerns-proposed-data-center/18149782/)

31
32 **Town Clerk Coleman** said the above-mentioned email was the only written
33 comments that had been received.

34
35 *****

36
37 **[PRESENTATIONS]**

38
39 **Mayor Gilbert** said all of the proclamations and special presentations
40 previously scheduled for this evening's meeting had been deferred until February 10,
41 2026.

42
43 *****

DRAFT | JANUARY 27, 2026 ELECTRONIC REGULAR TOWN COUNCIL MEETING MINUTES

[PUBLIC HEARINGS]

Mayor Gilbert stated that each of the public hearing items would be continued until February 10, 2026. He said for clarity and to adhere to the statute on remote meetings, all of the continued public hearings would be conducted by a roll call vote.

PH1 ANNEXATION NO. 812 - 2224 OLIVE CHAPEL ROAD - 2.13 ACRES

A **motion** was made by **Councilmember Arno Zegerman**, seconded by **Councilmember Edward Gray** to continue the public hearing, discussion, and vote on Public Hearing Item No. 1 until February 10, 2026.

Town Clerk Coleman called all Apex Town Councilmembers by name to confirm their vote to comply with the remote meeting requirements.

- Mayor Pro-Tempore Mahaffey - Yes
- Councilmember Gray - Yes
- Councilmember Zegerman - Yes
- Councilmember Reese - Yes
- Councilmember Mu - Yes

VOTE: UNANIMOUS (5-0)

Town Clerk Coleman announced the vote was unanimous 5-0

PH2 ANNUAL OPERATING BUDGET PUBLIC HEARING - FISCAL YEAR 2026-2027 - ONE OF TWO

A **motion** was made by **Councilmember Edward Gray**, seconded by **Mayor Pro-Tempore Terry Mahaffey** to continue the public hearing, discussion, and vote on Public Hearing Item No. 2 until February 10, 2026.

Town Clerk Coleman called all Apex Town Councilmembers by name to confirm their vote to comply with the remote meeting requirements.

- Mayor Pro-Tempore Mahaffey - Yes
- Councilmember Gray - Yes
- Councilmember Zegerman - Yes
- Councilmember Reese - Yes
- Councilmember Mu - Yes

VOTE: UNANIMOUS (5-0)

Town Clerk Coleman announced the vote was unanimous 5-0

DRAFT | JANUARY 27, 2026 ELECTRONIC REGULAR TOWN COUNCIL MEETING MINUTES

PH3 ELECTRIC TIME OF USE (TOU) RATE SCHEDULE AMENDMENTS - SMALL, MEDIUM, AND LARGE GENERAL SERVICE RATE RIDERS

A **motion** was made by **Councilmember Arno Zegerman**, seconded by **Councilmember Shane Reese**, to continue the public hearing, discussion, and vote on Public Hearing Item No. 3 until February 10, 2026.

Town Clerk Coleman called all Apex Town Councilmembers by name to confirm their vote to comply with the remote meeting requirements.

Mayor Pro-Tempore Mahaffey - Yes

Councilmember Gray - Yes

Councilmember Zegerman - Yes

Councilmember Reese - Yes

Councilmember Mu - Yes

VOTE: UNANIMOUS (5-0)

Town Clerk Coleman announced the vote was unanimous 5-0

PH4 REZONING CASE NO. 25CZ17 - 0 SMITH ROAD

A **motion** was made by **Mayor Pro-Tempore Terry Mahaffey**, seconded by **Councilmember Arno Zegerman** to continue the public hearing, discussion, and vote on Public Hearing Item No. 4 until February 10, 2026.

Town Clerk Coleman called all Apex Town Councilmembers by name to confirm their vote to comply with the remote meeting requirements.

Mayor Pro-Tempore Mahaffey - Yes

Councilmember Gray - Yes

Councilmember Zegerman - Yes

Councilmember Reese - Yes

Councilmember Mu - Yes

VOTE: UNANIMOUS (5-0)

Town Clerk Coleman announced the vote was unanimous 5-0

PH5 UNIFIED DEVELOPMENT ORDINANCE (UDO) AMENDMENTS - JANUARY 2026

A **motion** was made by **Councilmember Edward Gray**, seconded by **Mayor Pro-Tempore Terry Mahaffey** to continue the public hearing, discussion, and vote on Public Hearing Item No. 5 until February 10, 2026.

Town Clerk Coleman called all Apex Town Councilmembers by name to confirm their vote to comply with the remote meeting requirements.

Mayor Pro-Tempore Mahaffey - Yes

DRAFT | JANUARY 27, 2026 ELECTRONIC REGULAR TOWN COUNCIL MEETING MINUTES

- 1 Councilmember Gray - Yes
- 2 Councilmember Zegerman - Yes
- 3 Councilmember Reese - Yes
- 4 Councilmember Mu - Yes

5
6 **VOTE: UNANIMOUS (5-0)**

7
8 **Town Clerk Coleman** announced the vote was unanimous 5-0

9
10 *****

11
12 **[CLOSED SESSION]**

13 None Held.

14
15 *****

16
17 **[ADJOURNMENT]**

18
19 With no additional business being presented by the governing body, **Mayor**
20 **Jacques K. Gilbert** adjourned the meeting at **6:25 p.m.**

Jacques K. Gilbert
Apex Mayor

21
22
23 Allen Coleman
24 Apex Town Clerk

25
26 Submitted for consideration and approved on _____.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 10, 2026

Item Details

Presenter(s): Karmen McGee, Director

Department(s): Human Resources

Requested Motion

Motion to authorize the creation of two (2) additional full-time-benefited (FTE) positions in the General Fund for the Planning and Parks, Recreation, and Cultural Resources Department, and two (2) additional full-time-benefited (FTE) positions in the Stormwater Fund for the Water Resources Department, effective February 10, 2026.

Approval Recommended?

Yes

Item Details

When Stormwater Maintenance moved under Water Resources in 2024, two operations positions were established to launch the program. That crew has successfully begun inspections and addressed outstanding work orders; however, limited dedicated staffing has required ongoing support from other utility maintenance crews. With the Stormwater Condition Assessment identifying needed repairs and policies requiring a minimum of three staff for larger infrastructure inspections, additional dedicated personnel are necessary to efficiently implement the program. Adding two Stormwater workers would improve efficiency, allow work to continue during absences, prevent project shutdowns when materials must be retrieved, enable work at multiple locations, and reduce strain on Utility Maintenance crews. A full crew would also allow several CIP projects to be completed in-house rather than by contractors, strengthening the maintenance program and reducing reliance on shared resources. Therefore, staff requests the creation of two (2) Stormwater Maintenance Mechanic positions in the Stormwater Fund.

The requested action also requests approval for the authorization of a Planner III position and a Special Events Program Supervisor position in the General Fund.

The Planner III position will primarily work on projects associated with Veridea, NCC Hospital, Veridea Wake Tech Campus through plan reviews, plan revisions, and plats; reduce workload on current planners to

allow more time for individual and group training; aid in addressing “workplace check-in” concerns which include exhaustion and the burden of work when returning from vacation time; allow time for senior staff to address onboarding and workplace check-in concern of silence; reassign planner-level duties from the Assistant Planning Director to allow time for training on director-level duties.

The Special Events Team is responsible for over 54 programs, festivals, and events and as the Town of Apex and the surrounding areas grow, so do the attendance numbers at events. For example, it is estimated that we had over 25,000 people at our Fireworks Frenzy event this year and with the success of the drone show, staff are expects even larger numbers this year. Events require a lot of coordination and hands-on day of management. However, special events currently operates as a team of two full-time staff members and one intern. An additional position with Special Events Team would help with event planning, day of logistics, and marketing. With this new position, special events can have at least two staff members at each event. There is currently a moratorium on new events and programs because of current Special Events team staffing levels. This position would help increase the Town’s programming capacity and allow more the addition of more offerings.

Attachments

- CN7-A1: Revised Position Authorization List Fiscal Year 2025-2026

FY26 By Department



Administration

9

	FT	PT	FTE	Grade
Town Manager	1		1	N/A
Deputy Town Manager	1		1	SL306
Assistant Town Manager	2		2	SL305
Special Projects Manager	1		1	M13
Senior Capital Projects Manager	1		1	M13
Administration Project Manager	1		1	M13
Emergency Management Coordinator I/II	1		1	M11/M11
Customer Experience Coordinator	1		1	M09

Budget & Performance Management

7

	FT	PT	FTE	Grade
Budget & Performance Management Director	1		1	SL301
Budget Manager	1		1	M13
Budget & Performance Analyst I/II	3		3	M10/M10
Strategic Planning & Performance Analyst	1		1	M10/M10
Sustainability Program Coordinator	1		1	M09

Communications

8

	FT	PT	FTE	Grade
Communications Director	1		1	SL301
Communications Manager	1		1	M12
Public Information Officer I/II	1		1	M10/M10
Digital Media Specialist I/II	1		1	M09/M09
Multimedia Specialist I/II	1		1	M09/M09
Communications Consultant	3		3	M09

Community Development & Neighborhood Connections

13

	FT	PT	FTE	Grade
Community Development and Neighborhood Connections Director	1		1	SL302
Housing Program Manager	1		1	M13
Ask Apex Manager	1		1	M12
Community Engagement Manager	1		1	M12
Housing Specialist/Senior	2		2	M08/M12
Community Engagement Specialist	1		1	M08/M08
Town Services Specialist	6		6	M05/M05

Economic Development

4

	FT	PT	FTE	Grade
Economic Development Director	1		1	SL301
Economic Development Manager	1		1	M11
Small Business Consultant I/II	1		1	M09/M09
Economic Development Marketing Coordinator	1		1	M07/M07
Program Support Specialist		0.75	0.75	M06

Electric

48

	FT	PT	FTE	Grade
Electric Utilities Director	1		1	SL303
Assistant Electric Utilities Director	1		1	E15
Senior Electric Engineer	1		1	E14
Electric Engineer	1		1	E12
Electric Technical Services Manager	1		1	E14
Electric Operations Manager	1		1	E14
Electric Crew Field Supervisor	4		4	E12
Electric Engineering Assistant	2		2	E12

Electric Operations Assistant	1	1	E12
Powerline Forester	1	1	E11
Electric Technical Services Specialist I/II	2	2	E10/E11
Electric Projects Specialist I/II	1	1	M10/M10
Powerline Arborist	2	2	E10
Electric Programs & Tech Coordinator I/II	1	1	M09/M09
Lead Utility Locate Technician	1	1	E7
Powerline Right of Way Technician I/II	4	4	E7/E7
Electric Line Technician Apprentice/I/II/III/Journey	19	19	E6/E8/E9/E10/E11
Utility Locate Technician I/II	3	3	E6/E6
Program Support Specialist I/II	1	1	M06/M06

Finance

25.25

	FT	PT	FTE	Grade
Finance Director	1		1	SL302
Assistant Finance Director	1		1	M15
Accounting Manager	1		1	M13
Purchasing and Contracts Manager	1		1	M12
Billing & Collections Manager	1		1	M12
Accountant I/II	3		3	M10/M10
Financial Systems Analyst I/II	1		1	M10/M10
Purchasing Contracts & MWBE Administrator I/II	1		1	M09/M09
Assistant Billing & Collections Manager	1		1	M08
Payroll Administrator I/II	1		1	M08/M08
Accounting Specialist	0	0	0	M07
Buyer I/II	1		1	M07/M07
Senior Billing & Collections Specialist	6		6	M07
Accounts Payable Technician I/II	1		1	M06/M06
Billing & Collections Specialist I/II	2		2	M06/M06
Inventory & Warehouse Specialist I/II	2		2	M05/M05
Utility Billing Clerk	0	1	0.50	M04
Mail Courier	0	1	0.75	M04

Fire & Rescue

121

	FT	PT	FTE	Grade
Fire Chief	1		1	SL303
Assistant Fire Chief	3		3	M14
Fire Battalion Chief	6		6	F109
Fire Marshal	1		1	F109
Deputy Fire Marshal I/II	1		1	F107/F107
Fire Training Coordinator I/II	2		2	F107/F107
Fire Captain I/Captain II	24		24	F105/F107
Fire Inspector I/II/III	1		1	F104/F104/F104
Fire Engineer I/II	24		24	F103/F103
Community Risk Reduction Coordinator I/II	1		1	F102/F102
Fire Accreditation Specialist I/II	1		1	F102/F102
Cadet/Firefighter/Senior Firefighter	54		54	F99/F100/F102
Admin Logistics Coordinator I/II	1		1	M07/M07
Executive Assistant I/II	1		1	M08/M08

Human Resources

14

	FT	PT	FTE	Grade
Human Resources Director	1		1	SL302
Assistant Human Resources Director	1		1	M15
Benefits & Wellness Manager	1		1	M13
Talent Acquisition and Onboarding Experience Manager	1		1	M13
Safety & Risk Manager	1		1	M13
Compensation Analyst	1		1	M11
Employee Relations Officer	1		1	M11
Human Resources Consultant I/II	2		2	M11/M11
Benefits Analyst	1		1	M10/M10
HRIS Administrator	1		1	M11/M11
Talent Acquisition Consultant I/II	1		1	M09/M09
Safety Specialist I/II	1		1	M09/M09
Executive Assistant I/II	1		1	M08/M08

Information Technology

	FT	PT	FTE	Grade
IT Director	1		1	SL302
IT Manager	3		3	M13
GIS Administrator	1		1	M12
IT Supervisor	4		4	M12
IT Consultant	3		3	M12
IT Analyst I/II	4		4	M11/M11
IT Specialist I/II	6		6	M10/M10
GIS Analyst I/II	1		1	M10/M10
GIS Specialist I/II	2		2	M09/M09

25

Inspections & Permits

	FT	PT	FTE	Grade
Inspections & Permits Director	1		1	SL301
Building Code Supervisor	2		2	M12
Plans and Permits Supervisor	1		1	M12
Building Code Official I/II/III	14		14	M08/M10/M11
Plans Examiner I/II/Senior	5		5	M08/M08/M11
Permit Specialist I/II	3		3	M06/M06
Senior Program Support Specialist I/II	1		1	M07/M07

27

Legal Services

	FT	PT	FTE	Grade
Town Attorney	1		1	N/A
Deputy Town Attorney	1		1	M16
Assistant Town Attorney	2		2	M14
Legal Assistant I/II	1		1	M07/M07

5

Organizational Excellence

	FT	PT	FTE	Grade
Organizational Excellence Director	1		1	SL301
Senior Organizational Excellence Consultant	1		1	M12
Language Access and Community Coordinator I/II	1		1	M10/M10

3

Parks, Recreation & Cultural Resources

	FT	PT	FTE	Grade
Parks, Rec and Cultural Resources Director	1		1	SL301
Assistant Parks, Recreation, and Cultural Resources Director	2		2	M15
Parks Planning Manager	1		1	M13
Park Manager	1		1	M12
Parks Operations Manager	1		1	M12
Special Events Manager	1		1	M12
Senior Parks Project Supervisor	1		1	M12
PRCR Center Manager (JMBCC, Senior, Cultural Arts)	3		3	M11
Parks Operations Supervisor	1		1	M10
Athletics & Grounds Supervisor	1		1	M09
Special Events Supervisor	1		1	M10
Recreation Program Supervisor	5		5	M09
Parks Planner I/II	1		1	M09/M09
Parks & Greenways Planning Tech I/II	1		1	M08/M08
Cultural Arts Specialist I/II	1		1	M08/M08
Lead Recreation Program Specialist	1		1	M08
Recreation Program Specialist I/II	1		1	M08/M08
Special Events Specialist I/II	1		1	M08/M08
Executive Assistant I/II	1		1	M08/M08
Marketing & Programs Coordinator I/II	1		1	M08/M08
Athletics & Grounds Team Leader	3		3	M07
Cultural Arts Marketing and Event Coordinator I/II	1		1	M07/M07
Parks Operations Team Leader	3		3	M07
Pleasant Park Operations Team Leader	1		1	M07
Parks Attendant Team Leader	1		1	M07
Camp Director (PT30)		2	1.5	M07

76.25

Volunteer Coordinator I/II	1		1	M07/M07
Recreation Customer Service Specialist I/II	5	4	8	M06/M06
Senior Parks Operations Worker I/II	2		2	M06/M06
Athletic & Grounds Technician I/II	1		1	M05/M05
Parks Operations Worker I/II	2		2	M05/M05
Pleasant Park Operations Worker I/II	5		5	M05/M05
Parks Operations Logistics Specialist		1	0.75	M05/M05
Park Attendant I/II	8		8	M04/M04
Pleasant Park Attendant I/II	2	2	3.5	M04/M04
Facility Attendant I/II		2	1.5	M04/M04
Athletics & Grounds Worker I/II	6		6	M04/M04

Planning

25

	FT	PT	FTE	Grade
Planning Director	1		1	SL302
Assistant Planning Director	1		1	M15
Long-Range Planning Manager	1		1	M13
Planner I/Planner II/Planner III/Senior Planner	10		10	M09/M10/M10/M12
Senior Planning GIS Analyst	1		1	M10/M11
Zoning Compliance Supervisor	1		1	M11
Senior Zoning Compliance Officer-Landscape I/II	1		1	M10/M10
Environmental Programs Coordinator I/II	1		1	M10/M10
Lead Planning Technician	1		1	M09
Planning GIS Technician/Planning GIS Specialist/Planning GIS Analyst	2		2	M08/M09/M10
Zoning Compliance Officer/Senior Zoning Compliance Officer	3		3	M08/M09
Planning Technician I/II	2		2	M08/M08

Police

145

	FT	PT	FTE	Grade
Police Chief	1		1	SL303
Deputy Police Chief	1		1	M16
Police Captain	4		4	P207
Police Lieutenant	6		6	P206
Police Sergeant	16		16	P205
Police Corporal	6		6	P204
Police Officers (I/II/III/Senior)	80		80	P200/P201/P202/P203
Compliance Manager	1		1	M12
Communications Center Manager	1		1	M12
Compliance Specialist I/II	1		1	M10/M10
Crime Scene Technician I/II	1		1	M09/M09
Police Crisis Counselor I/II	1		1	M09/M09
Victim Advocate I/II	1		1	M09/M09
Communications Shift Supervisor	4		4	M09
Accreditation Specialist I/II	1		1	M08/M08
Police Records Supervisor	1		1	M08
Crime Analyst I/II	1		1	M08/M08
Criminal Intelligence Analyst	1		1	M08/M08
Executive Assistant I/II	1		1	M08/M08
Senior Program Support Specialist I/II	1		1	M07/M07
Telecommunicator I/II/Senior	10		10	M06/M06/M07
Evidence Tech/Quartermaster I/II	2		2	M06/M06
Police Records Technician I/II	3		3	M05/M05

Public Works

56.5

	FT	PT	FTE	Grade
Public Works Director	1		1	SL301
Fleet Services Manager	1		1	M13
Public Works Solid Waste Manager	1		1	M12
Facilities & Grounds Manager	1		1	M11
Solid Waste Operations Supervisor	1		1	M10
Facility Services Supervisor	1		1	M10
Fleet Services Supervisor	1		1	M10
Streets Operations Supervisor	1		1	M10
PW Data Operations Analyst I/II	1		1	M10/M10
Grounds Maintenance Supervisor	1		1	M08

PW Systems Data Specialist	1	1	M08/M08	
Fleet Crew Leader	1	1	M07	
Street Maintenance Field Crew Supervisor	3	3	M07	
Solid Waste Field Crew Supervisor	1	1	M07	
Heavy Equipment Operator I/II	1	1	M07/M07	
Senior Program Support Specialist I/II	1	1	M07/M07	
Facility Maintenance Mechanic/Senior	6	6	M06/M07	
Street Signs Technician I/II	1	1	M06/M06	
Fleet Services Mechanic I/II/Senior	4	4	M06/M06/M07	
Program Support Specialist I/II	1	1	M06/M06	
Solid Waste Equipment Operator I/II	12	12	M05/M05	
Street Maintenance Worker I/II/Senior	8	8	M04/M04/M05	
General Maintenance Worker I/II	4	4	M04/M04	
Street Signs Worker I/II	1	1	M04/M04	
Public Works Attendant I/II	1	0.5	1.5	M04/M04

Town Clerk

5

	FT	PT	FTE	Grade
Town Clerk	1		1	SL300
Deputy Town Clerk I/II	1		1	M09/M09
Public Records Coordinator I/II	1		1	TBD
Legislative Assistant I/II	1		1	M07/M07
Government Relations and Strategy Manager	1		1	M13

Transportation & Infrastructure

23

	FT	PT	FTE	Grade
Transportation & Infrastructure Development Director	1		1	SL302
Transportation Engineering Manager	1		1	M14
Traffic Engineering Manager	1		1	M14
Traffic Engineer I/II	1		1	M12/M12
Traffic Safety Engineer I/II	1		1	M12/M12
Transportation Engineer	1		1	M12
Development Services Manager	1		1	M12
Infrastructure Inspections Manager	1		1	M12
Capital Projects Inspector I/II	3		3	M11/M11
Real Estate Acquisition Specialist I/II	1		1	M11/M11
Utilities Acquisition Specialist	1		1	M11/M11
Engineering Projects Coordinator I/II	1		1	M10/M10
Engineering Specialist I/II	1		1	M10/M10
Infrastructure Inspector I/II (Senior)	5		5	M09/M10
Development Services Specialist I/II	1		1	M09/M09
Senior Program Support Specialist I/II	1		1	M07/M07
Development Services Technician I/II	1		1	M06/M06

Water Resources

80

	FT	PT	FTE	Grade
Water Resources Director	1		1	SL303
Assistant Water Resources Director	1		1	M15
Utilities Engineering Manager	1		1	M14
Stormwater Program Manager	1		1	M14
Senior Stormwater Engineer	1		1	M13
Utilities Operations & Maintenance Manager	1		1	M13
Assistant Operations and Maintenance Manager	1		1	M11
WRF Manager	1		1	M13
Stormwater Field Services Supervisor	1		1	M12
Utilities Engineer I/II	1		1	M12/M12
Stormwater Engineer Intern/Stormwater Engineer I/II	1		1	M11/M12
Utilities Specialist I/II	2		2	M11/M11
Water Quality Supervisor	1		1	M11
Utilities Engineer Intern I/II	2		2	M11/M11
Water Resources Specialist I/II	1		1	M11/M11
Stormwater Compliance Specialist I/II	1		1	M11/M11
Stormwater Specialist I/II	3		3	M10/M10
Collections System Supervisor	1		1	M10
Laboratory Supervisor	1		1	M10

Utility Maintenance Supervisor	1	1	M10
Pump Maintenance Supervisor	1	1	M10
Water Resources Compliance Supervisor	1	1	M10
Collections System Field Crew Supervisor	2	2	M09
Pump Maintenance Field Crew Supervisor	1	1	M09
Utility Maintenance Field Crew Supervisor	2	2	M09
Water Quality Field Crew Supervisor	2	2	M09
GIS Specialist I/II	1	1	M09/M09
Stormwater Utility Coordinator I/II	1	1	M09/M09
Meter Services Supervisor	1	1	M09
WRF Operator/Mechanic I/II/III/IV	4	4	M07/M07/M08/M09
Utility Compliance Technician I/II	1	1	M07/M07
Stormwater Maintenance Crew Leader	1	1	M07
Heavy Equipment Operator I/II	2	2	M07/M07
Pump Maintenance Mechanic I/II	3	3	M07/M07
Laboratory Analyst/Senior Laboratory Analyst	1	1	TBD/M07
Senior Program Support Specialist I/II	2	2	M07/M07
Grounds Maintenance Team Lead	1	1	M06
Stormwater Maintenance Worker	3	3	M05/M05
Utility Maintenance Worker/Senior/Technician (Water)	14	14	M05/M06/M06
Utility Maintenance Worker/Senior/Technician (Sewer)	6	6	M05/M06/M06
Meter Technician/Senior	4	4	M05/M06
Grounds Maintenance Technician I/II	2	2	M04/M04

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for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 10, 2026

Item Details

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

Department(s): Transportation and Infrastructure Development

Requested Motion

Motion to approve a resolution titled "Resolution to Abandon Portion of Existing Waterline Easement" which will abandon portions of a public waterline easement interest located at 1405 Vision Drive, Apex, NC, shown more specifically in areas on the attached exhibit A and containing 4,711 square feet or approximately 0.108 acres.

Approval Recommended?

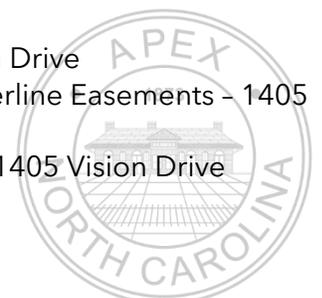
Yes

Item Details

The Town of Apex currently has a Public Waterline, Sewer and Access Easements on the property at 1405 Vision Drive shown on Book of Maps 2001 Pages 2440 (also attached). As part of a remodeling project the owner is requesting to install new waterline in new easements and abandon the portions of the existing waterline easements. These abandonments will not become effective until recordation of the new easements and the new water line is accepted by the Town. Town staff has determined that the areas being abandoned are no longer needed since new easements are being dedicated and new waterlines constructed.

Attachments

- CN8-A1: Resolution Abandoning Existing Waterline Easements - 1405 Vision Drive
- CN8-A2: Tax Map from Wake County - Resolution Abandoning Existing Waterline Easements - 1405 Vision Drive
- CN8-A3: Exhibit A - Resolution Abandoning Existing Waterline Easements - 1405 Vision Drive



RESOLUTION NO. 26-_____

A Resolution to Abandon Portion of Existing Waterline Easement

WHEREAS, That's Showbiz Baby, LLC (the "**Owner**") is the owner of a certain tract of land in or near the Town of Apex which is described in the deed recorded in Deed Book 19501, Page 0298, Wake County Registry (the "**Subject Property**");

WHEREAS, public waterline easement interests across the Subject Property were conveyed to the Town by an instrument recorded in Book of Maps 2001, Pages 2440 - 2442, Wake County Registry;

WHEREAS, the Owner desires the Town to abandon any interest that the Town has in that portion of public waterline easement in that certain area designated as "20' TOWN OF APEX PUBLIC WATER EASEMENT TO BE ABANDONED" as shown on that certain exhibit entitled "WATERLINE EASEMENT EXHIBIT" prepared by Bohler Engineering NC, PLLC, dated December 2, 2024, said exhibit being attached hereto as Exhibit A; (the "**Abandoned Portion of Waterline Easement**");

WHEREAS, the Abandoned Portion of Waterline Easement is further described as follows:

COMMENCING at a concrete monument, said concrete monument being along the westerly right-of-way of NC Highway 55, thence leaving the right-of-way of NC Highway 55 N 22° 24' 38" E 137.37' to a computed point, said computed point also being THE POINT AND PLACE OF BEGINNING;

Thence from the POINT AND PLACE OF BEGINNING N 15° 55' 51" W 27.56' to a computed point;

Thence N 18° 32' 28" W 15.32' to a computed point;

Thence N 71° 27' 32" E 20.00' to a computed point;

Thence S 18° 32' 28" E 6.20' to a computed point;

Thence N 75° 20' 57" E 30.41' to a computed point;

Thence N 77° 28' 36" E 44.24' to a computed point;

Thence N 76° 32' 49" E 47.31' to a computed point;

Thence N 52° 01' 11" E 46.77' to a computed point;

Thence N 45° 13' 44" E 20.22' to a computed point;

Thence S 36° 37' 07" E 20.20' to a computed point;

Thence S 45° 13' 44" W 18.54' to a computed point;

Thence S 52° 01' 11" W 52.30' to a computed point;

Thence S 76° 32' 49" W 51.81' to a computed point;

Thence S 77° 28' 36" W 44.03' to a computed point;

Thence S 75° 20' 57" W 29.16' to a computed point;

Thence S 15° 55' 51" E 17.56' to a computed point;

Thence S 74° 04' 09" W 20.00' to a computed point, said computed point also being THE POINT AND PLACE OF BEGINNING and containing 4,711 square feet or 0.108

acres, more or less.

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

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

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

1. The Town Council of the Town of Apex hereby abandons any and all interest it has in the Abandoned Portion of Waterline Easement as shown on Exhibit A in accordance with Paragraph (2) below, provided however, the Town specifically retains any and all property interest it may have in the property not specifically identified as abandoned herein.

2. The Abandoned Portion of Waterline Easement shall be abandoned effective upon, and only upon, the recording of instruments at the Wake County Register of Deeds that convey to the Town of Apex the area labeled "20' WATER EASEMENT PROPOSED" as shown on Exhibit A.

3. That the Town Manager or Assistant Town Manager is hereby authorized to make, execute, and deliver to the owners of the Subject Property an instrument, in a form suitable for recording, releasing whatever interest the Town might have in and to the Abandoned Portion of Waterline Easement.

Upon motion duly made by Council Member _____, and duly seconded by Council Member _____, the above Resolution was duly adopted by the Apex Town Council at the meeting held on the ___ day of _____ 2026, in the Town Hall.

Upon call for a vote the following Council Members voted in the affirmative:

and the following Council Members voted in the negative:

This the ____ day of _____ 2026.

TOWN OF APEX

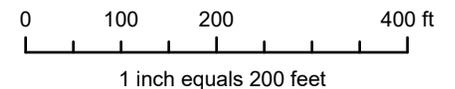
Jacques K. Gilbert, Mayor

ATTEST:

Allen L. Coleman, Town Clerk, CMC, NCCCC



REID: 0283136
 PIN: 0732689245
 PIN Extension: 000
 Land Value: \$2490737
 Building Value: \$5474352
 Total Value Assessed: \$7965089
 Deed Acres: 6.890000000000001
 Year Built: 2002
 Heated Area: 24289
 Type and Use: SALE/SER
 Design Style: Conventional
 City: APEX
 Planning Jurisdiction: AP
 Township: White Oak
 Owner: THAT'S SHOWBIZ BABY LLC
 Mailing Address 1: 5839 CAPITAL BLVD
 Mailing Address 2: RALEIGH NC 27616-2937
 Deed Book: 019501
 Deed Page: 00298
 Deed Date: 12/15/2023
 Land Class: Commercial
 Map Name: 0732 07
 Billing Class: Business
 Property Description: TR1 HANNA IMPORTS
 BM2024 -00833
 Address: 1405 VISION DR
 Street Name: VISION DR
 Old Parcel Number: --
 Total Structures: 2
 Other Building Value: \$396000
 ZIP: 27523
 TYPE_AND_USE: 19
 DESIGNSTYL: CVL
 CITY: APE

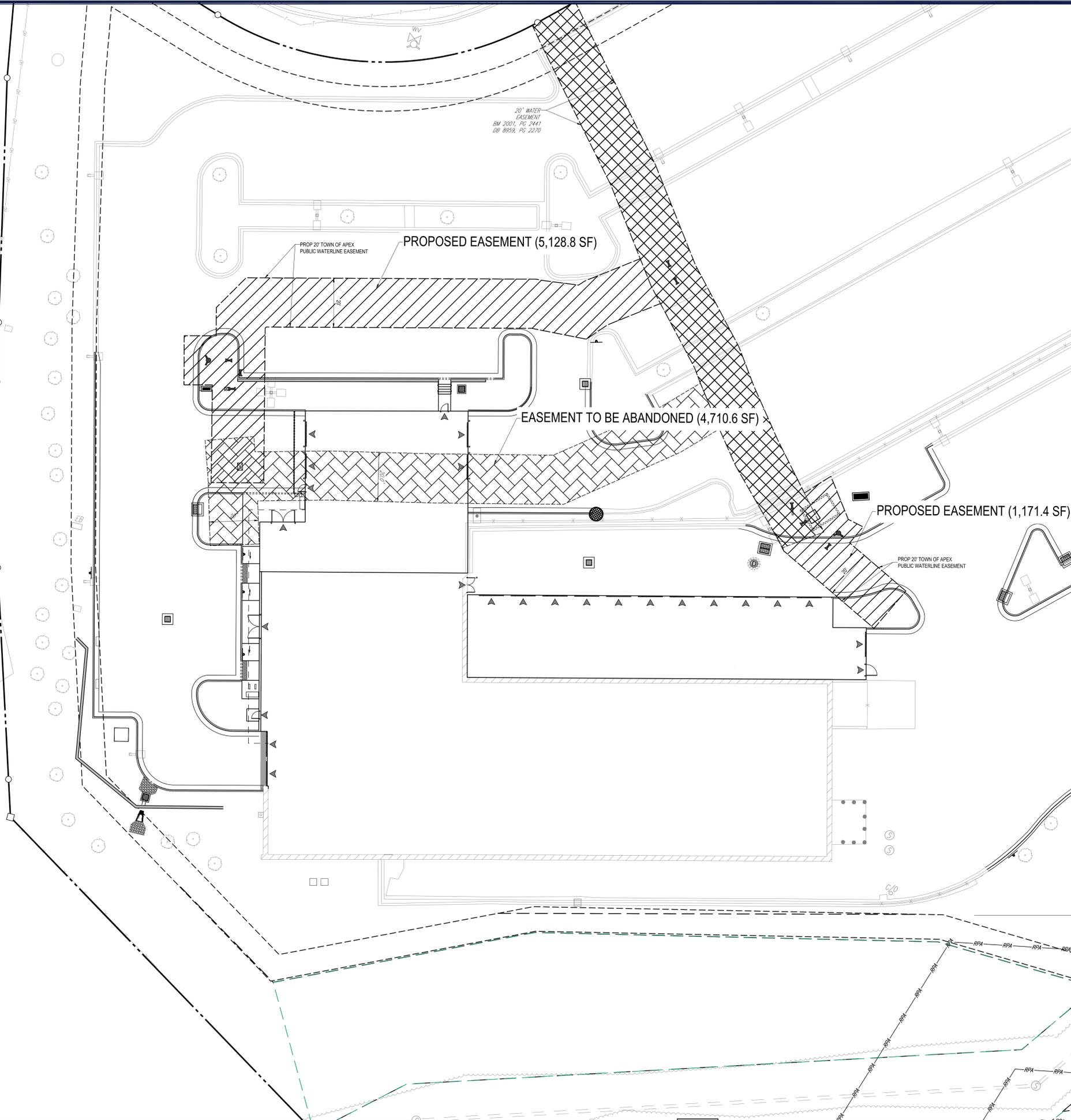


Disclaimer

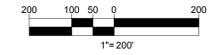
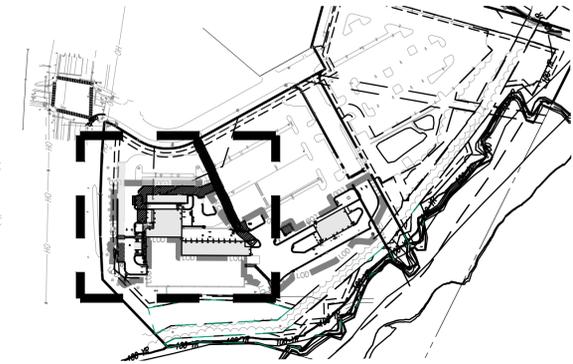
*iMaps makes every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are **NOT** surveys. No warranties, expressed or implied, are provided for the data therein, its use, or its interpretation.*



NC HIGHWAY 55



SITE KEY MAP

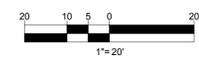


HATCH LEGEND:

-  20' WATER EASEMENT PROPOSED
-  EXISTING 20' TOWN OF APEX PUBLIC WATERLINE EASEMENT
-  20' TOWN OF APEX PUBLIC WATER EASEMENT TO BE ABANDONED

* FOR PLAN CLARITY HATCH OVERLAP NOT DEPICTED. AREA WITHIN THE 20' TOWN OF APEX PUBLIC WATER EASEMENT FALLS WITHIN THE SEWER AND UTILITY ACCESS EASEMENT.

EXHIBIT A



BOHLER
BOHLER ENGINEERING NC, PLLC

SITE CIVIL AND CONSULTING ENGINEERING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES

REVISIONS

REV	DATE	COMMENT	DRAWN BY	CHECKED BY

811
Know what's below.
Call before you dig.
ALWAYS CALL 811
It's fast. It's free. It's the law.

ISSUED FOR CONSTRUCTION

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.: NCB230227-0A
 DRAWN BY: DB/RA
 CHECKED BY: AW
 DATE: 12/02/2024
 CAD ID: P-CIVL-SITE

CONSTRUCTION DOCUMENTS

FOR

JOHNSON AUTOMOTIVE

PROPOSED RENOVATION AND EXPANSION
 1405 VISION DR
 TOWN OF APEX
 APEX, NORTH CAROLINA 27523
 PIN: 0732-78-1596

BOHLER
BOHLER ENGINEERING NC, PLLC
NCBELS P-1132

4130 PARKLAKE AVENUE, SUITE 200
 RALEIGH, NC 27612
 Phone: (919) 578-9000
 NC@BohlerEng.com

SHEET TITLE:
WATERLINE EASEMENT EXHIBIT

SHEET NUMBER:
1 OF 1

REVISION 5 - 09/26/25

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 10, 2026

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to adopt a correction order entitled "A Correction to Order Closing a Portion of Walden Road" which modifies the area to be closed from the previous action taken on December 09, 2025 (ORDER-2025-001).

Approval Recommended?

Yes

Item Details

On December 09, 2026, the Town Council conducted a public hearing and unanimously voted (4-0), with Councilmember Zegerman absent, to adopt an order closing a portion of Walden Road. The portion quoted as "portion of Walden Road located at the intersection with Evans Road to its terminus 0.34 miles (1,795 feet) North of its intersection with Evans Road". This area was over-inclusive and aligned with the previous abandoned resolution as requested by the North Carolina Department of Transportation and went incorrectly further north into the Bella Casa neighborhood.

After review with Wake County GIS and Town's development staff, the area requested to be closed was 975.69 feet or 0.185 miles north of the intersection with Evans Road. The previously adopted resolution was recorded at the Wake County Register of Deeds and needs to be modified to illustrate the appropriate area to be closed.

The attached resolution has been reviewed by staff in the Transportation and Infrastructure Development Department, the Planning Department, Legal, and Wake County.

Attachments

- CN9-A1: Correction Order Closing a Portion of Walden Road
- CN9-A2: Exhibit A - Correction Order Closing a Portion of Walden Road
- CN9-A3: ORDER-2025-001 - Order Closing a Portion of Walden Road Adopted December 09, 2026
- CN9-A4: Affidavit of Publication - Intent to Close a Portion of Walden Road

- CN9-A5: Policy on Closing Public Rights of Way Streets, Roads, and Alleys
- CN9-A6: Aerial View Images of Requested Closure - Order Closing Walden Road



**A CORRECTION TO ORDER CLOSING
A PORTION OF WALDEN ROAD**

WHEREAS, on the 09th day of December 2025, the Town Council for the Town of Apex, North Carolina ordered the closure of a portion of Walden Road, located at the intersection with Evans Road to its terminus 0.34 miles (1,795 feet) North of its intersection with Evans Road; and,

WHEREAS, the document titled “A RESOLUTION ORDERING THE CLOSING OF THAT PORTION OF WALDEN ROAD, LOCATED AT THE INTERSECTION WITH EVANS ROAD TO ITS TERMINUS 0.34 MILES (1,795 FEET) NORTH OF ITS INTERSECTION WITH EVANS ROAD” (the “Order”) was recorded at Book 020115 and Page 00421, Wake County Register of Deeds; and,

WHEREAS, subsequently, it was determined that the description of the closure, “located at the intersection with Evans Road to its terminus 0.34 miles (1,795 feet) north of its intersection with Evans Road” as shown in the Order is over-inclusive and incorrect (the “Area To Be Closed”); and,

NOW, THEREFORE, the Order is hereby corrected by replacing the description of the Area To Be Closed with the survey titled “Abandonment Of A Portion of: N.C.S.R.1148 WALDEN ROAD”, dated 05/26/2022 and attached hereto as Exhibit A and that the previously recorded Order at Book 020115 and Page 00421, Wake County Register of Deeds be corrected as to the description of the Area To Be Closed only and all other sections of the Order remain in full effect; and,

The Town Clerk is hereby ordered and directed to file a certified copy of this corrective order in the Office of the Register of Deeds of Wake County.

Upon motion duly made by _____, and duly seconded by _____ the above resolution was duly adopted by the Town Council for the Town of Apex, North Carolina at a meeting held on the 10th day of February, 2026, in the Apex Town Hall.

Upon call for a vote, the following Council Members voted in the affirmative:

and the following Council Members voted in the negative:

And the following Council Members absent:

This the 10th day of February, 2026, at 6:00 o'clock.

TOWN OF APEX

Jacques K. Gilbert
Mayor

ATTEST:

Allen Coleman
Town Clerk

NORTH CAROLINA

_____ COUNTY

I hereby certify that the foregoing is a true and accurate copy of a resolution duly adopted by the Apex Town Council of the Town of Apex, North Carolina, at a meeting held on the 10th day of February, 2026 at 6:00 o'clock p.m. at the Town Hall in the Town of Apex.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the official corporate seal of said Town of Apex, North Carolina, to be affixed, this the _____ day of _____, 20 _____.

Allen L. Coleman, Town Clerk

~~~~~

NORTH CAROLINA

\_\_\_\_\_ COUNTY

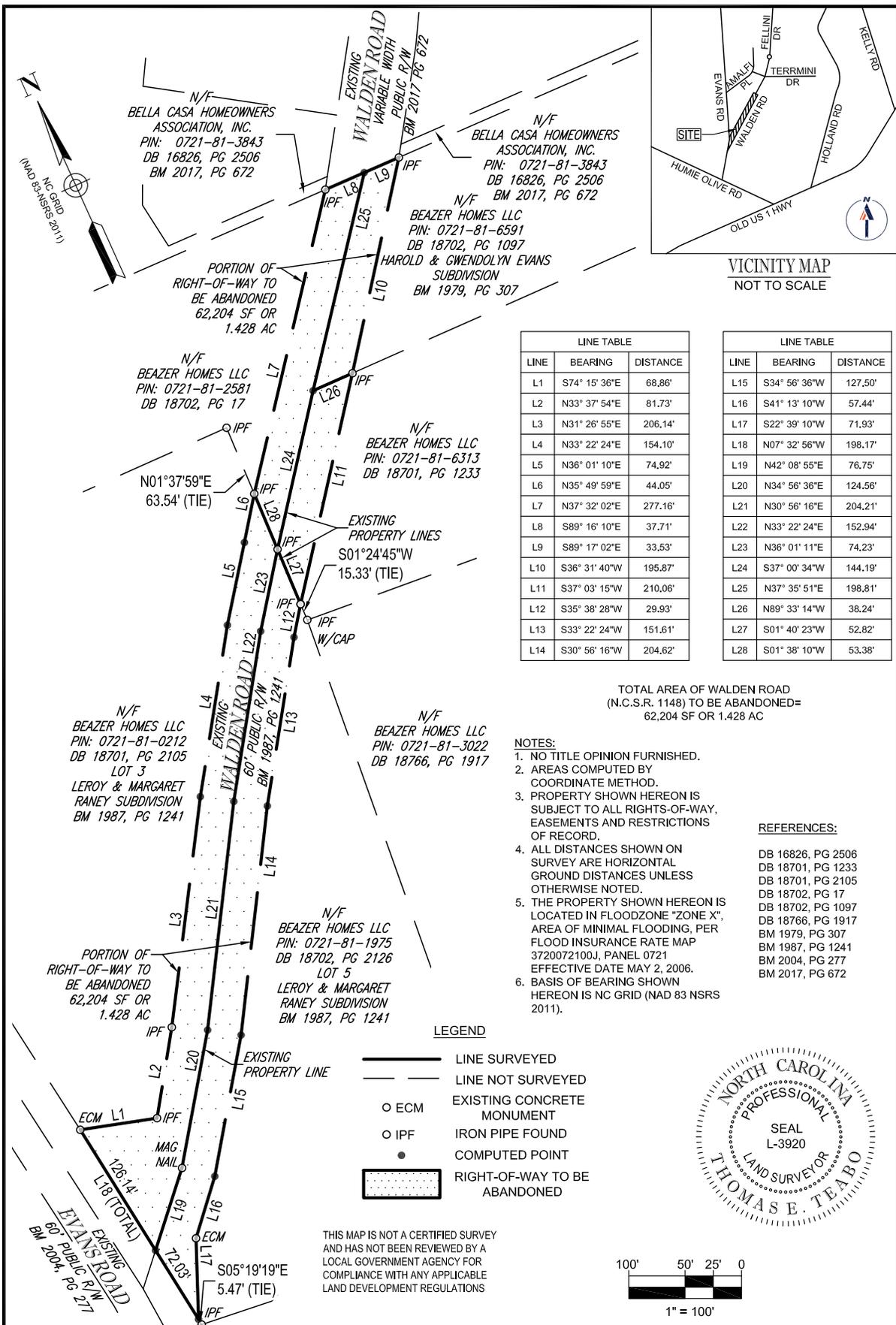
I, \_\_\_\_\_, a Notary Public, do hereby certify that Allen Coleman, Apex Town Clerk, personally appeared before me this day and acknowledged the due execution of the foregoing certification, for the purposes therein expressed.

WITNESS, my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_



VICINITY MAP  
NOT TO SCALE

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | S74° 15' 36"E | 68.86'   |
| L2   | N33° 37' 54"E | 81.73'   |
| L3   | N31° 26' 56"E | 206.14'  |
| L4   | N33° 22' 24"E | 154.10'  |
| L5   | N36° 01' 10"E | 74.92'   |
| L6   | N35° 49' 59"E | 44.05'   |
| L7   | N37° 32' 02"E | 277.16'  |
| L8   | S89° 16' 10"E | 37.71'   |
| L9   | S89° 17' 02"E | 33.53'   |
| L10  | S36° 31' 40"W | 195.87'  |
| L11  | S37° 03' 15"W | 210.06'  |
| L12  | S35° 38' 28"W | 29.93'   |
| L13  | S33° 22' 24"W | 151.61'  |
| L14  | S30° 56' 16"W | 204.62'  |

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L15  | S34° 56' 36"W | 127.50'  |
| L16  | S41° 13' 10"W | 57.44'   |
| L17  | S22° 39' 10"W | 71.93'   |
| L18  | N07° 32' 56"W | 198.17'  |
| L19  | N42° 08' 55"E | 76.75'   |
| L20  | N34° 56' 36"E | 124.56'  |
| L21  | N30° 56' 16"E | 204.21'  |
| L22  | N33° 22' 24"E | 152.94'  |
| L23  | N36° 01' 11"E | 74.23'   |
| L24  | S37° 00' 34"W | 144.19'  |
| L25  | N37° 35' 51"E | 198.81'  |
| L26  | N89° 33' 14"W | 38.24'   |
| L27  | S01° 40' 23"W | 52.82'   |
| L28  | S01° 38' 10"W | 53.38'   |

TOTAL AREA OF WALDEN ROAD  
(N.C.S.R. 1148) TO BE ABANDONED=  
62,204 SF OR 1.428 AC

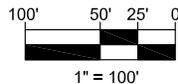
- NOTES:
- NO TITLE OPINION FURNISHED.
  - AREAS COMPUTED BY COORDINATE METHOD.
  - PROPERTY SHOWN HEREON IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.
  - ALL DISTANCES SHOWN ON SURVEY ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
  - THE PROPERTY SHOWN HEREON IS LOCATED IN FLOODZONE "ZONE X", AREA OF MINIMAL FLOODING, PER FLOOD INSURANCE RATE MAP 3720072100J, PANEL 0721 EFFECTIVE DATE MAY 2, 2006.
  - BASIS OF BEARING SHOWN HEREON IS NC GRID (NAD 83 NSRS 2011).

- REFERENCES:
- DB 16826, PG 2506
  - DB 18701, PG 1233
  - DB 18701, PG 2105
  - DB 18702, PG 17
  - DB 18702, PG 1097
  - DB 18766, PG 1917
  - BM 1979, PG 307
  - BM 1987, PG 1241
  - BM 2004, PG 277
  - BM 2017, PG 672

LEGEND

|  |                              |
|--|------------------------------|
|  | LINE SURVEYED                |
|  | LINE NOT SURVEYED            |
|  | EXISTING CONCRETE MONUMENT   |
|  | IRON PIPE FOUND              |
|  | COMPUTED POINT               |
|  | RIGHT-OF-WAY TO BE ABANDONED |

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS



I, THOMAS E. TEABO, PLS, HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DASHED LINES; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30, AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 26TH DAY OF MAY 26, A.D. 2022.

ABANDONMENT OF A PORTION OF:  
**N.C.S.R. 1148 WALDEN ROAD**

TOWN OF APEX, BUCKHORN TOWNSHIP,  
WAKE COUNTY, NORTH CAROLINA

NCBELS: P-1132

PRELIMINARY - NOT FOR RECORDATION,  
SALES OR CONVEYANCES

**BOHLER** 4130 PARKLAKE AVENUE, SUITE 130 RALEIGH, NORTH CAROLINA 27612 919.578.9000  
www.bohlerengineering.com

|                     |          |                            |                   |              |                  |              |
|---------------------|----------|----------------------------|-------------------|--------------|------------------|--------------|
| REGISTRATION NUMBER | SURVEYOR | DATE OF SURVEY: 05/13/2022 | FILE NO. NS201007 | DRAFTED: DET | DATE: 05/26/2022 | CHECKED: TET |
|---------------------|----------|----------------------------|-------------------|--------------|------------------|--------------|



**A RESOLUTION ORDERING THE CLOSING OF THAT PORTION OF  
WALDEN ROAD, LOCATED AT THE INTERSECTION WITH EVANS  
ROAD TO ITS TERMINUS 0.34 MILES (1,795 FEET) NORTH OF ITS  
INTERSECTION WITH EVANS ROAD**

WHEREAS, on the 28th day of October, 2025, the Town Council for the Town of Apex, North Carolina directed the Town Clerk to publish the Resolution of Intent of the Town Council to consider closing that portion of Walden Road, located at the intersection with Evans Road to its terminus 0.34 miles (1,795 feet) North of its intersection with Evans Road, in the newspaper once each week for four successive weeks, such resolution advising the public that a meeting would be conducted in the Town Council Chamber at the Apex Town Hall located at 73 Hunter Street in Apex, North Carolina on the 09th day of December, 2025 beginning at 6:00 p.m.; and

WHEREAS, the Town Council for the Town of Apex, North Carolina on the 28th day of October, 2025, ordered the Town Clerk to notify all persons owning property abutting on that portion of Walden Road, located at the intersection with Evans Road to its terminus 0.34 miles (1,795 feet) North of its intersection with Evans Road, as shown on the county tax records, by registered or certified mail, enclosing with such notification a copy of the Resolution of Intent; and

WHEREAS, the Town Clerk has advised the Town Council for the Town of Apex, North Carolina that he sent a letter to each of the abutting property owners advising them of the day, time and place of the meeting, enclosing a copy of the Resolution of Intent, and advising the abutting property owners that the question as to closing that portion of Walden Road, located at the intersection with Evans Road to its terminus 0.34 miles (1,795 feet) North of its intersection with Evans Road would be acted upon, said letters having been sent by registered or certified mail; and

WHEREAS, the Town Clerk has advised the Town Council for the Town of Apex, North Carolina that adequate notices were posted on the applicable street(s) as required by G.S. 160A-299; and

WHEREAS, after full and complete consideration of the matter and after having granted full and complete opportunity for all interested persons to appear and register any objections that they might have with respect to the closing of said Street in the public hearing held on 09th day of December, 2025; and

WHEREAS, it now appears to the satisfaction of the Town Council for the Town of Apex, North Carolina that the closing of said street is not to the public interest, and that no individual owning property, either abutting the street or in the vicinity of the street or in the subdivision in which the street is located, will as a result of the closing be thereby deprived of a reasonable means of ingress and egress to his property;

NOW, THEREFORE, the portion of Walden Road, located at the intersection with Evans Road to its terminus 0.34 miles (1,795 feet) North of its intersection with Evans Road is hereby ordered closed,

and all right, title, and interest that may be vested in the public to said area for street purposes is hereby released and quitclaimed to the abutting property owners in accordance with the provisions of G.S. 160A-299.

The Mayor and the Town Clerk are hereby authorized to execute quitclaim deeds or other necessary documents in order to evidence vesting of all right, title and interest in those persons owning lots or parcels of land adjacent to the street or alley, such title, for the width of the abutting land owned by them, to extend to the centerline of the herein closed street (with provision for reservation of easements to the Town of Apex (for utility purposes) in accordance with the provision of G.S. 160A-299(c).

The Town Clerk is hereby ordered and directed to file in the Office of the Register of Deeds of County a certified copy of this resolution and order.

Upon motion duly made by Mayor Pro-Tempore Terry Mahaffey and duly seconded by Councilmember Edward Gray the above resolution was duly adopted by the Town Council for the Town of Apex, North Carolina at a meeting held on the 09th day of December, 2025, in the Apex Town Hall.

Upon call for a vote, the following Council Members voted in the affirmative:

Terry Mahaffey, Edward Gray, Shane Reese, Sue Mu

and the following Council Members voted in the negative:

NONE

And the following Council Members absent:

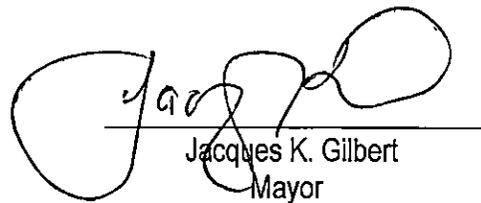
Arno Zegerman

This the 09th day of December, 2025, at 6:00 o'clock.

ATTEST:



Allen Coleman  
Town Clerk



Jacques K. Gilbert  
Mayor

CONTINUED

**A RESOLUTION ORDERING THE CLOSING OF THAT PORTION OF WALDEN ROAD, LOCATED AT THE INTERSECTION WITH EVANS ROAD TO ITS TERMINUS 0.34 MILES (1,795 FEET) NORTH OF ITS INTERSECTION WITH EVANS ROAD**

NORTH CAROLINA  
Wake COUNTY

I hereby certify that the foregoing is a true and accurate copy of a resolution duly adopted by the Apex Town Council of the Town of Apex, North Carolina, at a meeting held on the 09th day of December, 2025 at 6:00 o'clock p.m. at the Town Hall in the Town of Apex.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the official corporate seal of said Town of Apex, North Carolina, to be affixed, this the 7th day of January, 2026

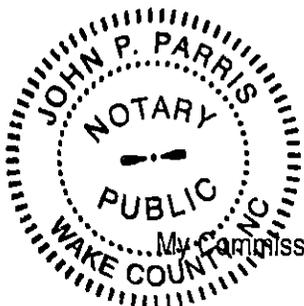


[Signature]  
Allen L. Coleman, Town Clerk

NORTH CAROLINA  
Wake COUNTY

I, John P. Parris, a Notary Public, do hereby certify that Allen Coleman, Town Clerk, personally appeared before me this day and acknowledged the due execution of the foregoing certification, for the purposes therein expressed.

WITNESS, my hand and notarial seal this 7th day of January, 2026 (JP)



[Signature]  
Notary Public

My Commission Expires: 03/29/28

## AFFIDAVIT OF PUBLICATION

| Account # | Order Number | Identification        | Order PO                   | Cols | Depth  |
|-----------|--------------|-----------------------|----------------------------|------|--------|
| 42887     | IPL0286904   | Legal Ad - IPL0286904 | Notice Resolution 2025-065 | 2.0  | 136.0L |

ATTENTION: TOWN OF APEX IP  
 PO BOX 250  
 APEX, NC 27502-2312  
 Apex.Invoices@apexnc.org

**RESOLUTION NO. 2025-065  
 PUBLIC NOTICE**

**A RESOLUTION OF INTENT OF THE TOWN COUNCIL TO CONSIDER THE CLOSING OF A PORTION OF WALDEN ROAD, LOCATED AT THE INTERSECTION WITH EVANS ROAD TO ITS TERMINUS 0.34 MILES (1,795 FEET) NORTH OF ITS INTERSECTION WITH EVANS ROAD**

**WHEREAS**, G.S. 160A-299 authorizes the Town Council to close public streets and alleys; and

**WHEREAS**, the Town Council considers it advisable to conduct a public hearing for the purpose of giving consideration to the closing of a portion of Walden Road.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council that:

- (1) A Public Hearing will held be at 6:00 p.m. on the 9th day of December, 2025, in the Town of Apex Town Council Chambers at the Apex Town Hall to consider an order closing of that portion of Walden Road at the intersection of Evans Road to its terminus 0.34 miles (1,795 feet) north of its intersection with Evans Road.
- (2) The Town Clerk is hereby directed to publish this Resolution of Intent once a week for four successive weeks in a newspaper of general circulation in the area.
- (3) The Town Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said street a copy of this Resolution of Intent.
- (4) The Town Clerk is further directed to transmit by registered or certified mail to the Department of Transportation a copy of this Resolution of Intent.
- (5) The Town Clerk is further directed to cause adequate notices of this Resolution of Intent and the scheduled public hearing to be posted as required by G.S. 160A-299.

This the 28th day of October, 2025.

Introduced by Councilmember Arno Zegerman, Seconded by Councilmember Brett Gantt, and passed unanimously with the following members voting in the affirmative: Mayor Pro-Tempore Edward Gray, Councilmember Arno Zegerman, Councilmember Audra Killingsworth, Councilmember Brett Gantt, and Councilmember Terry Mahaffey. Mayor Jacques K. Gilbert presided over the meeting.

Residents may submit written comments in advance of the public hearing to the Town Council with attention marked to the Town Clerk Allen Coleman; P.O. Box 250; Apex, NC 27502 or by email at townclerk@apexnc.org. Please use subject line "Road Closure – Portion of Walden Road" and include your first and last name, your address, and your phone number in your written statements. Written comments will be accepted until 3:00 PM on Tuesday, December 9, 2025.

Members of the public can access and view the meeting on the Town's YouTube Channel <https://www.youtube.com/c/TownofApexGov> or attend in-person.

Anyone needing special accommodations to attend this meeting and/or if this information is needed in an alternative format, please contact the Town Clerk's Office. The Town Clerk is located at 73 Hunter Street in Apex Town Hall on the 2nd Floor, (email) allen.coleman@apexnc.org or (phone) 919-249-1260. We request at least 48 hours' notice prior to the meeting to make the appropriate arrangements.

A copy of the resolution is on file in the Office of the Town Clerk's Office and is available for public inspection Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. The Office of the Town Clerk is located on the 2nd Floor of the Apex Town Hall, 73 Hunter Street, Apex, North Carolina.

Allen L. Coleman, CMC  
 Apex Town Council  
 Town of Apex, North Carolina  
 IPL0286904  
 Nov 9,16,23,30 2025

STATE OF NORTH CAROLINA  
 COUNTY OF WAKE, COUNTY OF DURHAM

Before the undersigned, a Notary duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared the undersigned, who being duly sworn or affirmed, according to law, doth depose and say that he or she is Accounts Receivable Specialist of the News & Observer Publishing Company, a corporation organized and doing business under the Laws of the State of North Carolina, and publishing a newspaper known as The News & Observer, Wake and State aforesaid, the said newspaper in which such notice, paper, document, or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all of the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina, and that as such he or she makes this affidavit; and is familiar with the books, files and business of said corporation and by reference to the files of said publication the attached advertisement was inserted in the aforesaid newspaper on dates as follows:

4.0 insertion(s) published on:  
 11/09/25 Print, 11/16/25 Print, 11/23/25 Print, 11/30/25 Print

[Print Tearsheet Link](#)

[Marketplace Link](#)

*Sherry Chasteen*



Sherry Chasteen

*Amanda Rodela*



Sworn to and subscribed before me on Dec 1, 2025, 10:12 AM EST



Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

**RESOLUTION NO. 2025-065  
PUBLIC NOTICE**

**A RESOLUTION OF INTENT OF THE TOWN COUNCIL TO CONSIDER  
THE CLOSING OF A PORTION OF WALDEN ROAD, LOCATED AT  
THE INTERSECTION WITH EVANS ROAD TO ITS TERMINUS 0.34  
MILES (1,795 FEET) NORTH OF ITS INTERSECTION WITH EVANS  
ROAD**

**WHEREAS**, G.S. 160A-299 authorizes the Town Council to close public streets and alleys; and

**WHEREAS**, the Town Council considers it advisable to conduct a public hearing for the purpose of giving consideration to the closing of a portion of Walden Road.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council that:

(1) A Public Hearing will held be at 6:00 p.m. on the 9th day of December, 2025, in the Town of Apex Town Council Chambers at the Apex Town Hall to consider an order closing of that portion of Walden Road at the intersection of Evans Road to its terminus 0.34 miles (1,795 feet) north of its intersection with Evans Road.

(2) The Town Clerk is hereby directed to publish this Resolution of Intent once a week for four successive weeks in a newspaper of general circulation in the area.

(3) The Town Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said street a copy of this Resolution of Intent.

(4) The Town Clerk is further directed to transmit by registered or certified mail to the Department of Transportation a copy of this Resolution of Intent.

(5) The Town Clerk is further directed to cause adequate notices of this Resolution of Intent and the scheduled public hearing to be posted as required by G.S. 160A-299.

This the 28th day of October, 2025.

Introduced by Councilmember Arno Zegerman, Seconded by Councilmember Brett Gantt, and passed unanimously with the following members voting in the affirmative: Mayor Pro-Tempore Edward Gray, Councilmember Arno Zegerman, Councilmember Audra Killingsworth, Councilmember Brett Gantt, and Councilmember Terry Mahaffey. Mayor Jacques K. Gilbert presided over the meeting.

Residents may submit written comments in advance of the public hearing to the Town Council with attention marked to the Town Clerk Allen Coleman; P.O. Box 250; Apex, NC 27502 or by email at townclerk@apexnc.org. Please use subject line "Road Closure – Portion of Walden Road" and include your first and last name, your address, and your phone number in your written statements. Written comments will be accepted until 3:00 PM on Tuesday, December 9, 2025.

Members of the public can access and view the meeting on the Town's YouTube Channel <https://www.youtube.com/c/TownofApexGov> or attend in-person.

Anyone needing special accommodations to attend this meeting and/or if this information is needed in an alternative format, please contact the Town Clerk's Office. The Town Clerk is located at 73 Hunter Street in Apex Town Hall on the 2nd Floor, (email) [allen.coleman@apexnc.org](mailto:allen.coleman@apexnc.org) or (phone) 919-249-1260. We request at least 48 hours' notice prior to the meeting to make the appropriate arrangements.

A copy of the resolution is on file in the Office of the Town Clerk's Office and is available for public inspection Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. The Office of the Town Clerk is located on the 2nd Floor of the Apex Town Hall, 73 Hunter Street, Apex, North Carolina.

Allen L. Coleman, CMC  
Apex Town Council  
Town of Apex, North Carolina  
IPL0286904  
Nov 9,16,23,30 2025

## **POSSIBLE ADOPTION OF A POLICY ON CLOSING PUBLIC RIGHTS OF WAY FOR STREETS, ROADS, AND ALLEYS**

### **Background**

From time to time, the Town received requests from citizens to close public rights of way. Common examples include alleys that are no longer needed or streets that have been realigned with the old rights of way superfluous to the new alignment. In general, the Town has supported the closing of such rights of way as the land generally reverts back to the adjoining and/or underlying property owners for their use. Usually, the property owners add value to their existing property.

Staff is proposing a policy that will confirm the appropriate steps by the Town and keep the Town from underwriting the costs for the process. (Example costs are public advertisement, surveys and recording.)

### **POLICY**

1. Persons desiring to close a public right of way shall submit a letter (petition) to the Town Clerk describing the location of proposed closing, a list of adjacent property owners, a location map, and a non-refundable fee established in the Town's adopted fee schedule. The Assistant Town Manager shall review the petition and distribute to appropriate staff for review.
2. The petition and supporting documents shall be reviewed by the Town Attorney and staff in the Public Works and Utilities Department, Planning Department, and Construction Management and Engineering Departments. Staff will review the infrastructure and make a recommendation on continuing the process or denial. The Assistant Town Manager shall inform the petitioner of the recommendation and the reasons for a denial recommendation if appropriate.

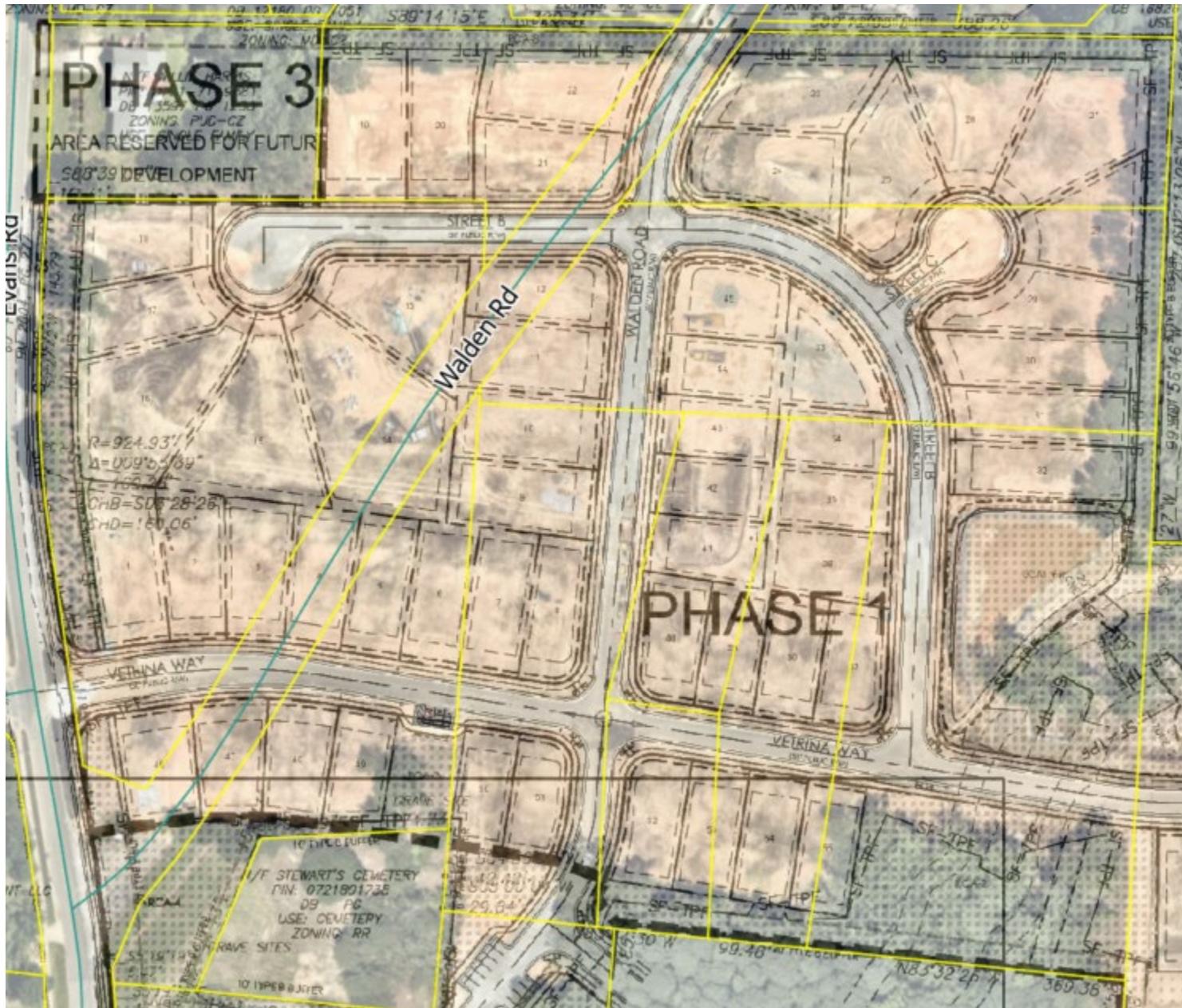
If the petitioner wishes to continue, the petitioner shall provide a survey of the proposed abandonment and other supporting documentation requested by staff. If any Town utility easement rights are required to be retained by the Town, the petitioner shall provide sufficient documentation to ensure survival of the utility easement rights. In addition, a refundable fee based on the approximate cost of completing the process shall be paid to the Town by the petitioner.

3. Once the fee is paid and documentation is supplied, the Town Attorney will prepare a resolution of intent to close the right of way. The Town Clerk shall incorporate the proposed resolution into the next available Town Council Agenda with the staff recommendation and set the public hearing date. The petitioner shall present their request to the Town Council.

4. Upon an approval of the resolution of intent by the Town Council, the Town Clerk shall provide notice of the resolution and public hearing as required by North Carolina General Statute 160A-299. The Planning Department will post required signs for the proposed abandonment.
5. If the Town Council denies the resolution of intent, no notice shall be published, the refundable fee shall be returned and the issue shall not be considered again for 180 days.
6. At the public hearing, the Town Council will consider the recommendation of the staff (which can change from original recommendation), the petitioner and the public and determine whether the closing is contrary to the public interest and any individual owning property in the vicinity of the street or alley would be deprived of reasonable means of ingress and egress to his property.
7. Upon affirmative vote, the Town Clerk shall record the necessary documents.
8. Upon a denial vote, the petition is closed and a new petition and fees shall be required for reconsideration. 180 days must pass prior to acceptance of a new petition.







# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: February 10, 2026

## Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

### Requested Motion

Motion to approve the Apex Tax Report dated January 15, 2026.

### Approval Recommended?

Yes

### Item Details

The Wake County Board of Commissioners, in regular session on February 02, 2026, approved and accepted the enclosed tax report for the Town of Apex, dated January 15, 2026 for the period of December 1, 2025 through December 31, 2025.

### Attachments

- CN10-A1: Tax Report for December 2025





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

TEL 919 856 6180  
FAX 919 856 5699

DON MIAL, CHAIR  
SAFIYAH JACKSON, VICE-CHAIR  
VICKIE ADAMSON  
SUSAN P. EVANS  
CHERYL STALLINGS  
SHINICA THOMAS  
TARA WATERS

February 3, 2026

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

Dear Mr. Coleman:

The Wake County Board of Commissioners, in regular session on February 2, 2026, approved and accepted the enclosed tax report for the Town of Apex.

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

Sincerely,

A handwritten signature in dark ink, appearing to read "Yvonne Gilyard".

Yvonne Gilyard  
Clerk to the Board  
Wake County Board of Commissioners

Enclosure(s)

**Wake County Board of Commissioners Report**

**Date:** 02/02/2026

DocuSigned by:  
*Tim Lombardier*  
49E9B5C6256A4499...

Approved by:

**Consideration of Requests for Taxes, Interest and Penalties BETWEEN \$100 AND \$500 FOR APEX**

| No. Payee                                                                 | Account Number              | Tax & Penalty Rebated | Total Rebated | Total Refunded |
|---------------------------------------------------------------------------|-----------------------------|-----------------------|---------------|----------------|
| 1 PNC EQUIPMENT FINANCE LLC<br>995 DALTON AVE<br>CINCINNATI OH 45203 1101 | 0006523585-2025-2025-006000 |                       |               | 102.23         |

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

**Marcus D. Kinrade**  
Wake County Tax Administrator

Signed by:  
*Marcus Kinrade*  
03C5063B04D7486...

WAKE COUNTY TAX ADMINISTRATION

12/01/2025 - 12/31/2025

Rebate Detail Report

APEX

DATE 01/15/2026  
TIME 9:10:29 AM

| REBATE NUM                                           | PROPERTY TAG LIST | CITY LATE INTEREST | BILLED       | TOTAL REBATED    | PROCESS DATE | ACCOUNT NUMBER | TAX YEAR | BILLING YEAR | FOR TYPE                  | OWNER                               |
|------------------------------------------------------|-------------------|--------------------|--------------|------------------|--------------|----------------|----------|--------------|---------------------------|-------------------------------------|
| <b>BUSINESS ACCOUNTS</b>                             |                   |                    |              |                  |              |                |          |              |                           |                                     |
| 947871                                               | 41.68             | 0.00               | 0.00         | 0.00             | 12/30/2025   | 00065233585    | 2025     | 2025         | 006000                    | PNC EQUIPMENT FINANCE LLC           |
| 947328                                               | 204.50            | 0.00               | 0.00         | 204.50           | 12/18/2025   | 0006793789     | 2025     | 2025         | 006000                    | K12 MANAGEMENT INC                  |
| 945357                                               | 183.82            | 0.00               | 18.38        | 202.20           | 12/2/2025    | 0006940977     | 2025     | 2025         | 000000                    | QUINTET ACQUISITIONS LLC            |
| 946993                                               | 305.47            | 0.00               | 30.55        | 336.02           | 12/16/2025   | 0006923057     | 2025     | 2025         | 000000                    | ITB 'INSIDE THE BELTLINE' INC       |
| <b>SUBTOTALS FOR BUSINESS ACCOUNTS</b>               | <b>735.47</b>     | <b>0.00</b>        | <b>48.93</b> | <b>784.40</b>    |              | <b>784.40</b>  |          | <b>4</b>     | <b>Properties Rebated</b> |                                     |
| <b>BUSINESS REAL ESTATE ACCOUNTS</b>                 |                   |                    |              |                  |              |                |          |              |                           |                                     |
| 947859                                               | 12,327.50         | 0.00               | 0.00         | 12,327.50        | 12/23/2025   | 0000365697     | 2025     | 2025         | 000000                    | WAL MART REAL ESTATE BUSINESS TRUST |
| <b>SUBTOTALS FOR BUSINESS REAL ESTATE ACCOUNTS</b>   | <b>12,327.50</b>  | <b>0.00</b>        | <b>0.00</b>  | <b>12,327.50</b> |              |                |          | <b>1</b>     | <b>Properties Rebated</b> |                                     |
| <b>INDIVIDUAL PROPERTY ACCOUNTS</b>                  |                   |                    |              |                  |              |                |          |              |                           |                                     |
| 946977                                               | 492.95            | 30.00              | 0.00         | 522.95           | 12/16/2025   | 0007061169     | 2025     | 2024         | 000000                    | MCNORTON, JOSHUA BUENVIAJE          |
| <b>SUBTOTALS FOR INDIVIDUAL PROPERTY ACCOUNTS</b>    | <b>492.95</b>     | <b>30.00</b>       | <b>0.00</b>  | <b>522.95</b>    |              | <b>522.95</b>  |          | <b>1</b>     | <b>Properties Rebated</b> |                                     |
| <b>INDIVIDUAL REAL ESTATE ACCOUNT</b>                |                   |                    |              |                  |              |                |          |              |                           |                                     |
| 946591                                               | 665.56            | 0.00               | 0.00         | 665.56           | 12/12/2025   | 0000291162     | 2025     | 2025         | 000000                    | GRACE, CATHERINE                    |
| <b>SUBTOTALS FOR INDIVIDUAL REAL ESTATE ACCOUNTS</b> | <b>665.56</b>     | <b>0.00</b>        | <b>0.00</b>  | <b>665.56</b>    |              | <b>665.56</b>  |          | <b>1</b>     | <b>Properties Rebated</b> |                                     |

**WILDLIFE BOAT ACCOUNTS**

|                                             |               |             |              |             |               |            |            |      |      |          |                           |
|---------------------------------------------|---------------|-------------|--------------|-------------|---------------|------------|------------|------|------|----------|---------------------------|
| 945905                                      | 63.84         | 0.00        | 6.38         | 0.00        | 70.22         | 12/16/2025 | 0004218757 | 2025 | 2025 | 000000   | UNGER, BRANDON            |
| 945365                                      | 51.18         | 0.00        | 5.12         | 0.00        | 56.30         | 12/16/2025 | 0004225131 | 2025 | 2025 | 000000   | MARTIRE, MATTHEW PAUL     |
| 946245                                      | 13.72         | 0.00        | 1.37         | 0.00        | 15.09         | 12/16/2025 | 0004147856 | 2025 | 2025 | 000000   | HARDIN, DAVID ALAN        |
| <b>SUBTOTALS FOR WILDLIFE BOAT ACCOUNTS</b> | <b>128.74</b> | <b>0.00</b> | <b>12.87</b> | <b>0.00</b> | <b>141.61</b> |            |            |      |      | <b>3</b> | <b>Properties Rebated</b> |

|                              |                  |              |              |             |                  |  |  |  |  |           |                                    |
|------------------------------|------------------|--------------|--------------|-------------|------------------|--|--|--|--|-----------|------------------------------------|
| <b>TOTAL REBATED FORAPEX</b> | <b>14,350.22</b> | <b>30.00</b> | <b>61.80</b> | <b>0.00</b> | <b>14,442.02</b> |  |  |  |  | <b>10</b> | <b>Properties Rebated for City</b> |
|------------------------------|------------------|--------------|--------------|-------------|------------------|--|--|--|--|-----------|------------------------------------|



**TOWN OF APEX TOWN COUNCIL  
RESOLUTION HONORING THE APEX-BASED SCHOOLS’  
TEACHERS OF THE YEAR FOR WAKE COUNTY  
RES-2026-\_\_\_\_\_**

**WHEREAS**, Education is a cornerstone of a strong, vibrant, and prosperous community, and the quality of education provided to students is directly influenced by the dedication, skill, and leadership of its teachers; and,

**WHEREAS**, Teachers serve a critical role in shaping the academic achievement, character, and future success of students, and their influence extends well beyond the classroom into the broader community; and,

**WHEREAS**, The Wake County Public School System (WCPSS) Teacher of the Year program exists to recognize exemplary educators who consistently demonstrate outstanding instructional excellence, professional integrity, innovation in teaching practices, and a profound commitment to student success; and,

**WHEREAS**, Teachers selected as Teachers of the Year represent the highest standards of the teaching profession and serve as ambassadors for public education, advancing best practices and inspiring both colleagues and students throughout Wake County; and,

**WHEREAS**, The Town of Apex is proud to celebrate Teachers of the year whose outstanding service reflects not only individual excellence, by also the collective strength, dedication, and support of the entire Apex community; and,

**WHEREAS**, these educators distinguish themselves through their unwavering dedication to academic excellence, their ability to foster inclusive and supportive learning environments, and their commitment to nurturing the intellectual, social, and emotional growth of all students; and,

**WHEREAS**, the contributions of these Teachers of the Year extend beyond their classrooms through mentorship, leadership, collaboration, and service, thereby strengthening their schools, families, and the broader Apex and Wake County communities; and,

**WHEREAS**, it is fitting and proper to formally recognize and commend educators whose service profoundly impacts the lives of students and helps shape the future of our community.

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council and Mayor of the Town of Apex, that each of the listed honorees are hereby formally recognized, honored, and commended for their exceptional professionalism, dedication, and service to public education; and,

**BE IT FURTHER RESOLVED**, that the Town of Apex extends its deepest appreciation and congratulations to these distinguished educators for their achievements and for the honor they bring to their schools, the Town of Apex, Wake County, and the State of North Carolina; and,

**BE IT FURTHER RESOLVED**, that this resolution shall serve as a lasting expression of gratitude and respect to the teachers within the Town of Apex jurisdiction; and

**BE IT FURTHER RESOLVED**, the Town Clerk is directed to provide an official copy of this resolution to each of the teacher honorees along with a framed certificate for their

outstanding contributions and include an official copy in the permanent record archives for the Town of Apex.

**LIST OF HONOREES**

- |                         |                                   |
|-------------------------|-----------------------------------|
| Melissa Barnhart        | West Lake Middle School           |
| Kinya “ Kinney” Bloomer | Pleasant Plains Elementary School |
| Stephanie Chase         | Scotts Ridge Elementary School    |
| Amy Crump               | Apex High School                  |
| Erin Dunbar             | Apex Friendship Elementary School |
| Tamra Dunstan           | West Lake Elementary School       |
| Teresa Dwiggin          | Middle Creek High School          |
| Kellie Grainer          | Apex Elementary School            |
| Michelle Gregory        | Salem Elementary School           |
| Paige Hutto             | Apex Middle School                |
| Hillary Kitchen         | Apex Friendship High School       |
| Tuyetnga Levesque       | Olive Chapel Elementary School    |
| Jennifer Lomelino       | Lufkin Road Middle School         |
| Terence “Terry” Lynch   | White Oak Elementary School       |
| Matin Maani             | Apex Friendship Middle School     |
| Marisa McKinney         | Baucom Elementary School          |
| Chad Miller             | Felton Grove High School          |
| Sara Roberts            | Salem Middle School               |
| Natalie Sayag           | Laurel Park Elementary School     |
| Jennifer Taylor         | Oakview Elementary School         |
| Lisa Woodard            | Middle Creek Elementary School    |

**ADOPTED**, this the \_\_\_\_\_ day of \_\_\_\_\_ 2026.

**TOWN OF APEX**

\_\_\_\_\_  
Jacques K. Gilbert  
Mayor

Attest:

\_\_\_\_\_  
Allen Coleman, CMC  
Town Clerk

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: February 10, 2026

## Item Details

Presenter(s): Councilmember Terry Mahaffey, Sponsor  
Barbara Conroy Co-Founder and President of Apex Public School Foundation

Department(s): Governing Body  
Apex Public School Foundation

### Requested Motion

Presentation of the Peak S.T.A.R. Award for the 2nd Quarter of the 2025-2026 School Year.

### Approval Recommended?

N/A

### Item Details

The Apex Town Council is pleased to work in partnership with the Apex Public School Foundation (APSF) to present the Peak S.T.A.R. Award to a deserving Apex school staff member, teacher, or someone in school administration. This award will be presented quarterly by the Apex Town Council and the APSF.

### Attachments

- N/A





*"The Peak of Good Living"*

# TOWN OF APEX NORTH CAROLINA *Proclamation*

## Black History Month 2026

*from the Office of the Mayor*

WHEREAS, Black History Month is a time to honor the enduring legacy, resilience, and brilliance of Black Americans whose courage, creativity, leadership, and sacrifice have strengthened the fabric of our nation and enriched the story of humanity; and,

WHEREAS, Black History Month traces its origins to 1926, when historian Dr. Carter G. Woodson established Negro History Week, which later expanded into a month-long observance to ensure that the achievements, struggles, and resilience of Black Americans are recognized and remembered;

WHEREAS, the year 2026 marks "A Century of Black History Commemorations," an opportunity to reflect upon 100 years of intentional remembrance of Black American history, contributions, struggles, and triumphs—from the freedom movements of the past to the forward-marching endeavors of today; and,

WHEREAS, Black Americans have made significant contributions to Apex and the greater Triangle region in areas including education, public service, business, arts, science, athletics, faith, and civic leadership, often in the face of injustice and inequality; and,

WHEREAS, the Town of Apex celebrates this legacy through a vibrant array of events and activities that educate, inspire, and bring our community together in shared appreciation of Black history and culture; and,

WHEREAS, these commemorations include the *Breach of Peace* performance by Mike Wiley, bringing to life powerful stories of the freedom Rides and early Civil Rights activism, *Black History Trivia*, fostering discovery, connection and community engagement; a *Learning Lunch* hosted by the Black Americans Heritage Commission featuring the Green Book Project exhibit, illuminating the history in safe spaces and enterprise for Black Americans, the United Strings of Color performance showcasing the rich heritage of Black contributions to classical music, and much, much more; and,

WHEREAS, the spirit of Black History Month aligns with the Town of Apex's commitment to inclusiveness, learning, celebration, and the shared joy of cultural discovery across generations.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of the Town of Apex, North Carolina, do hereby proclaim February 2026 as Black History Month in the Town of Apex and urge all residents to use this time for all to reflect, celebrate, and engage in the stories, accomplishments, and aspirations of the Black community, both here in Apex, and beyond; and,

BE IT FURTHER RESOLVED, that the theme "A Century of Black History Commemorations" will guide our collective observance with intention, gratitude, and forward-looking hope, encouraging one resident at a time to participate in activities and dialogue that elevates their appreciation, understanding, and unity.

I hereby set my hand and have caused the Seal of the Town of Apex, North Carolina, to be affixed this the 10th day of February, 2026.

Jacques Gilbert, Mayor



*"The Peak of Good Living"*

# TOWN OF APEX NORTH CAROLINA

## *Proclamation*

### Lunar New Year 2026

*from the Office of the Mayor*

WHEREAS, The Lunar New Year is one of the most widely celebrated cultural observances in the world and marks the beginning of the new year according to the lunar calendar; and,

WHEREAS, Lunar New Year is celebrated by many residents of the Town of Apex, including individuals and families of Chinese, Korean, Vietnamese, and other Asian and Pacific Island heritages, and serves as an important time for family reunions, community gatherings, and cultural reflection; and,

WHEREAS, the year 2026 marks the Year of the Horse, a zodiac symbol associated with strength, energy, perseverance, optimism, and a free and determined spirit – qualities that reflect the character of the Apex community and its commitment to progress, resilience, and shared success; and,

WHEREAS, observing the Lunar New Year provides an opportunity for all residents to learn about and appreciate the customs, values, and histories of their neighbors, fostering mutual respect and unity across cultures; and,

WHEREAS, We, as a Town, acknowledge and extend our sincere appreciation to local organizations, cultural groups, educational institutions, businesses, and community partners whose efforts support Lunar New Year celebrations, cultural programming that promote cross-cultural understanding and community engagement; and,

WHEREAS, the Town of Apex values diversity, inclusion, and cultural understanding, and recognizes that the traditions and contributions of Asian and Asian American communities enrich the social, cultural, and economic fabric of our town.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of the Town of Apex, North Carolina, do hereby proclaim Tuesday, February 17, 2026 as, "Lunar New Year Day" in the Town of Apex, and encourage all residents to join in celebrating this meaningful occasion in a spirit of goodwill, reflection, and cultural appreciation. Furthermore, the Town of Apex extends its best wishes for a joyful, prosperous, and healthy New Year to all who celebrate, and welcomes the Year of the Horse with optimism for continued growth, harmony, and community strength.

I hereby set my hand and have caused the Seal of the Town of Apex, North Carolina, to be affixed this the 10th day of February, 2026.

Jacques Gilbert, Mayor

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION  
Meeting Date: February 10, 2026

## Item Details

Presenter(s): Ali Page, President  
Department(s): Apex Farmers Market (Not a Town Department)

### Requested Motion

Receive as information an update on the operations of the Apex Farmers Market and provide direction as appropriate.

### Approval Recommended?

N/A

### Item Details

In January 2026, Ali Page reached out to the Mayor and Town Councilmembers requesting a meeting to discuss the current and future states of the Apex Farmers Market. In order to be efficient, Town staff recommended the presentation come to the elected body as a whole at a future Town Council meeting. This update was originally planned to occur on January 27, 2026 but was rescheduled due to inclement weather.

The attached PowerPoint presentation (PPT) provides an overview of the future goals that have been established for the Apex Farmers Market along with other special call outs and next steps.

### Attachments

- PR6-A1: PowerPoint - Apex Farmers Market Update





# Apex Farmers Market 2-year Update

February 10,  
2026

# Agenda

Why I'm Here

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Our Efforts

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Market Growth

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Special Call Outs

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What's Next

---

Questions & Answers

# Why I'm Here

- Discuss the progress and success of the market over the last two years under the current board of directors.
- Briefly touch on our goals for the next two years

## Our Efforts

- We created new methods for gaining community interest:
  - Community tent for fundraising
  - Business tents for small businesses to advertise
  - Allowing volunteers for school or organization hours
  - Participate in town activities like PeakFest, July 4<sup>th</sup>, and Tree Lighting
  - Sponsorship benefits to bring sponsors to the market
  - Hosting charitable events likes Food drives and Dog adoptions

# Market Growth

| Community Spend Type | 2024              | 2025              | Total Spend       |
|----------------------|-------------------|-------------------|-------------------|
| WWCM Market Funds    | \$295.31          | \$200.00          | \$495.31          |
| WWCM P2P Funds       | \$383.24          | \$1,119.32        | \$1,502.56        |
| MoW Market Funds     | \$1,375.45        | \$2,320.10        | \$3,695.55        |
| MoW P2P Funds        | \$723.02          | \$1,961.75        | \$2,684.77        |
| Kids Market Funds    | \$375.70          | \$480.00          | \$855.70          |
| Kids P2P Funds       | \$236.00          | \$454.72          | \$690.72          |
| <b>Total Spend</b>   | <b>\$3,388.72</b> | <b>\$6,535.89</b> | <b>\$9,924.61</b> |

**WWCM:** Western Wake Crisis Ministry  
**MoW:** Meals on Wheels Cafe at White Oak

**Kids:** Funding of kid's activities

**Market Funds:** funds from the market bank account

**P2P Funds:** "Produce to Pantry" reimbursed funds from Wake Co.

# Market Growth continued

| Statistics                                    | 2023 | 2024  | 2025    |
|-----------------------------------------------|------|-------|---------|
| Number of unique fundraisers                  | 0    | 16    | 20      |
| Number of volunteers                          | 0    | 13    | 26      |
| Number of unique business tent renters        | 0    | 2     | 12      |
| Number of sponsors                            | 0    | 3     | 11      |
| Total sponsorship funding                     | \$0  | \$500 | \$3,300 |
| Avg attendees per market (Traditional Season) | 430  | 595   | 650     |
| Avg attendees per market (Winter Season)      | 290  | 400   | 470     |
| Number of markets with SNAP customers         | 0    | 0     | 34      |
| Wake Co. DoubleBucks matched                  | \$0  | \$0   | \$2,530 |
| SNAP Customer Spend                           | \$0  | \$0   | \$2,855 |
| Avg number of vendors per market              | 9    | 15    | 20      |

# Special Call Outs

Over the past two years we have done some fantastic things! Below are a few to call out:

## 2024

- Gifts for a 100<sup>th</sup> birthday celebration at Meal on Wheels
- Sponsored the Apex High School Future Farmers of America
- Managed and Matched a donation drive for ARC in Asheville

## 2025

- Hosted two Dog Adoption events
- Hosted Rotary Club Food and Coat Drives
- Held a Halloween market event at the Sweetwater community
- Provided pre-made Thanksgiving meals to Meals on Wheels



## What's Next

Over the next two years we're hoping to continue our growth and provide even more to the community.

- Provide more donations to NeighborUp (formerly WWCM) and Meals on Wheels
- Provide more matching to drives that we host at the market
- Host more kid's events
- Create a "chill tent" for summer markets
- Host multiple market events at Sweetwater per year
- Provide annual updates to Town Council

# Questions and Answers!



# Thank you

**Ali Page**

**AFM President**

[apage.afm@gmail.com](mailto:apage.afm@gmail.com)

[manager@apexfarmersmarket.com](mailto:manager@apexfarmersmarket.com)

[www.apexfarmersmarket.com](http://www.apexfarmersmarket.com)



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: February 10, 2026

## Item Details

Presenter(s): Don Reeves, Sustainability Program Coordinator

Department(s): Budget and Performance Management

### Requested Motion

Receive as information an update on the Town's Sustainability Action Plan since its adoption last fiscal year.

### Approval Recommended?

NA

### Item Details

In order to keep Town Council informed of progress on the Sustainability Action Plan, staff will present updates on the progress made since the Sustainability Action Plan's FY25 adoption.

This item is intended to be informational only.

### Attachments

- PR7-A1: Memorandum - Sustainability Action Plan FY26 Update
- PR7-A2: PowerPoint - Sustainability Action Plan FY26 Update



# MEMORANDUM

**Date:** January 13, 2026

**To:** Jessica Hoffman, Budget & Performance Management Director

**From:** Don Reeves, Sustainability Program Coordinator

**RE:** Sustainability Action Plan FY26 Update



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The purpose of this memo is to provide an update on the progress of the *Town of Apex Sustainability Action Plan (SAP)*. This document outlines achievements to date, highlights ongoing and scheduled projects, and summarizes departmental actions advancing the Town's commitment to sustainability, resilience, and environmental stewardship. The updates reflect interdepartmental collaboration and progress made since the plan's FY25 release, focusing on energy efficiency, clean mobility, and waste reduction across Town operations.

## **Key Highlights**

The first year of Sustainability Action Plan implementation focused on establishing the foundational elements necessary to support meaningful progress. Key groundwork was completed in facilities and energy management, fleet electrification and clean mobility, waste management, and environmental impact reduction.

### **Facilities and Energy Management**

The Town continues to focus on facility energy efficiency and renewable energy generation. Installation of the expanded solar panel project began at prioritized Town facilities, with the goal of increasing clean energy generation and reducing long-term utility costs. The energy management software, Enpira, was developed and implemented to provide empirical analysis of historical data, enabling staff to track consumption across various Town facilities and identify energy inefficiencies. This information will inform future energy-saving strategies and design plans. Staff have begun meeting to discuss methods for water conservation within Town landscaping and to develop a Strategic Energy Plan that will help reinforce energy efficiency standards across all Facility development.

### **Fleet Electrification and Clean Mobility**

Fleet modernization remains a priority, supported by the telematics data provided by GeoTab. Telematics continue to inform idle reduction, rightsizing, and EV charging site decisions. EV infrastructure planning, and strategic replacement analyses have been completed with recommendations of which physical areas and departments to convert first. An EV Infrastructure capital improvement plan proposal has been submitted to provide departments at specific locations with the infrastructure needed to charge new EV and hybrid vehicles during off hours.

## **Waste Management and Environmental Impact**

The Town has reached its first full year utilizing the new recycling infrastructure and signage funded through a North Carolina Department of Environmental Quality (NC DEQ) grant. The \$22,500 grant enabled the purchase of 361 new recycling bins that replaced worn out bins or provided new bins to match a waste bin in Town facilities and at Town events. The grant also enabled staff to begin tracking volume of diverted waste. In addition, it provided an opportunity to introduce paper reduction initiatives that departments can continue independently, with emphasis on digital documentation and reduced printing.

The Town is evaluating improved yardwaste management processes under the direction of the new Solid Waste Manager. Town staff are exploring composting feasibility in facilities to advance waste diversion goals, as well as beginning discussion on the feasibility of community drop-off sites at yet to be determined Town sites.

## **Other Initiatives**

Sustainability staff have developed a [Project Tracking Dashboard](#) to display on the Town's website to provide transparency and display measurable progress that Apex has made towards the SAP. The Dashboard will be updated regularly when a project status changes, and new projects will be added as they begin. Staff are also working on providing additional dashboards that will display more statistical information regarding the SAP initiatives relating to waste diversion, energy usage, and carbon emissions.

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## **Initiative Implementation Status**

Initiatives have been organized into three categories: Completed, In Process, and Scheduled. Completed initiatives are those that have been accomplished; however, some may continue on an ongoing basis. In these cases, the necessary guidelines or frameworks have been established, allowing future efforts to proceed in alignment with those standards. In Process initiatives are currently underway, with work initiated and advancing toward completion. Scheduled initiatives are planned for future implementation. Many of these initiatives are dependent on the completion of prerequisite projects before they can begin.

## **Completed Initiatives**

**Solar Energy Assessment** – Optima Engineering completed a comprehensive solar feasibility assessment of 40 Town facilities in 2024. Eleven sites were identified as “excellent” candidates for phased solar PV installations. Monthly solar generation tracking now occurs through Fronius and SolarEdge software, with performance data integrated into Enpira’s energy management platform.

**LED Street and Outdoor Lighting** – The Electric Department completed a phased capital improvement project to convert Town-owned streetlights to LEDs. This initiative is intended to

significantly reduce energy consumption and maintenance needs while improving illumination and safety. The project remains ongoing as remaining legacy fixtures reach end-of-life.

**Telematic Fleet Technology** – Fleet-wide installation of GeoTab tracking devices is complete, enabling real-time vehicle tracking, diagnostics, and fuel consumption data through telematics software. The data informs replacement schedules, route efficiency, and idling levels.

**Vehicle Evaluation Criteria and Replacement Analysis** – Fleet Services finalized a new evaluation matrix and lifecycle analysis tool utilizing telematic data to guide annual replacement decisions. These tools ensure transparent, data-driven replacement based on usage, maintenance cost, and emissions metrics.

**EV Charging Infrastructure Location Study** – A study utilizing data from BlueArrow Telematics and GeoTab analyzed fleet telemetry to identify optimal future charging sites. Recommended locations align with fleet dwell times, operational coverage needs, and departments best suited for EV conversion. Implementation will coincide with fleet electrification phases.

**Electric and Alternative Fuel Equipment** – The Parks, Recreation, and Cultural Resources (PRCR) Department utilizes electric mowers, blowers, and maintenance equipment, demonstrating reduced fuel costs and noise impacts.

**Public Transit Options** – GoApex Route 1 continues to provide reliable and affordable public transportation and future plans include additional routes, such as the proposed “Route 2.” The bus provides sustainable transit infrastructure, supporting equitable and low-emission mobility access.

**Recycling Standards & Signage** – Standardized recycling signage has been developed in partnership with NC DEQ and placement of approved signage has been deployed with accompanying bins. Signage is intended to educate and encourage staff to minimize contamination of recycling bins and increase waste diversion at Town facilities into the appropriate waste streams. Staff training is continuous to promote consistency and accountability across departments.

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## **Initiatives in Process**

**High Efficiency Inventory Replacement** – Sustainability and Facility Services staff have begun phased replacement of HVAC systems, lighting, and appliances with energy-efficient alternatives. An upcoming energy audit and lifecycle cost analysis will provide more comprehensive data to further inform and refine these efforts moving forward.

**Water Conservation Landscape Design** – Facility Services, PRCR, and Sustainability staff are working to implement native plantings and “no-water” landscaping zones to reduce irrigation and enhance biodiversity. Discussions and site planning are ongoing with the intention of using space

on Town Campus as a potential pilot space. Specifications for future designs are being developed for inclusion in Town facility standards.

**Greenhouse Gas (GHG) Inventory** – Sustainability staff, in collaboration with ICLEI – Local Governments for Sustainability (originally International Council for Local Environmental Initiatives), is conducting a GHG Inventory of Town owned property utilizing ICLEI’s ClearPath Platform. The study measures emissions from Town operations, fleet fuel use, waste, and energy consumption. The inventory will coordinate with strategies to maximize energy efficiency in the future Strategic Energy Plan, as well as recognizing strategies to reduce or minimize emissions from the Town.

**Strategic Energy Plan** – Facility Services and Sustainability staff are meeting to lay foundational work on the Strategic Energy Plan. Once the results of the GHG inventory are available, Sustainability staff will integrate findings into a long-term energy strategy aligning with the Town’s 100% Clean Energy Resolution. The plan will seek to prioritize low-cost, high efficiency options while also suggesting facility retrofits and renewable energy investments, where feasible.

**Vehicle Idling Reduction Guidelines** – Telematics data is being continuously analyzed to establish measurable idle thresholds for drivers and inform measures for departmental accountability. Guidelines have been developed that will address operational needs while targeting reductions in emissions and fuel waste. Guidelines await further review, approval, and adoption.

**EV & Hybrid Vehicle Procurement Guidelines** – Standardized procurement procedures are being drafted to ensure consistent EV and hybrid acquisitions, aligned with right-sizing fleet and funding opportunities. This will enable streamlined fleet integration and budget forecasting.

**Paper Waste Reduction** – Departments are transitioning paper-heavy workflows to electronic platforms, such as utilizing digital systems for Travel & Training forms and P-card receipts. Departments are continuously innovating methods to further reduction efforts.

**Yardwaste Collection Assessment** – Solid Waste Services is assessing collection efficiency, stormwater impacts, and long-term composting feasibility. Route optimization and potential in-house processing will reduce emissions and hauling costs. Staff from Environmental Programs, Sustainability, Solid Waste Services, and Water Resources are exploring potential community campaigns to educate residents on best practices for disposing or moving yardwaste (i.e. “Leave the Leaves” educational campaigns)

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## **Scheduled Initiatives**

**Energy Efficiency Standards in Town Facilities** – Sustainability and Facility Services staff will utilize the Strategic Energy Plan to ensure energy efficiency standards in new buildings and evaluate low-cost, long-term performance of major appliance and systems inventory. Town Staff

are also finalizing “solar-ready” design standards for new and renovated facilities to ensure new buildings will be capable of installing solar panels from the start.

**EV & Hybrid Vehicle Maintenance Training** – Fleet Services and Risk Management will be developing training for technicians on EV safety, diagnostics, and maintenance procedures. Training will extend to operational staff for EV use and charging awareness.

**Centralized Fleet Program** – A proposed charge-back fleet management system would consolidate vehicle ownership under Fleet Services to improve asset utilization, standardize procurement procedures, and enable accurate cost recovery across departments.

**Sustainable Procurement & Purchasing Policy** – Finance, Budget, and Sustainability staff will develop a Sustainable Procurement & Purchasing Policy that integrates environmental, social, and economic considerations into purchasing decisions. The policy will prioritize life-cycle value, reduce environmental impact, and support local, equitable suppliers while aligning procurement with the Town’s fiscal efficiency and sustainability goals.

**Town & Facility Composting Assessment** – Building on the success of the revitalized internal recycling program, Solid Waste Services and Sustainability staff will evaluate the feasibility of composting programs at high-traffic facilities to increase diversion rates and meet waste reduction targets. Special events staff are currently working to provide composting availability at many of the events held to promote the benefits and accessibility of composting.

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## Summary

The Town of Apex continues to make measurable progress toward its sustainability goals, implementing data-driven practices that balance environmental stewardship with fiscal responsibility. As foundational inventories and analyses are developed, future updates will include quantified results on emissions, energy savings, and waste diversion. The ongoing collaboration among departments ensures continued alignment with Council priorities.

## Initiative Status Table

| Action Area                             | Project / Initiative                               | Phase      | Stage                                               | Notes / Dependencies                                 |
|-----------------------------------------|----------------------------------------------------|------------|-----------------------------------------------------|------------------------------------------------------|
| <b>Facilities &amp; Energy</b>          | Solar Energy Assessment                            | Completed  | Finished                                            | Informs energy efficiency standards and energy plan  |
|                                         | LED Street and Outdoor Lighting                    | Completed  | Ongoing                                             |                                                      |
|                                         | High Efficiency Inventory Replacement              | In Process | Ongoing                                             |                                                      |
|                                         | Water Conservation Landscape Design                | In Process | Ongoing                                             |                                                      |
|                                         | Greenhouse Gas Inventory                           | In Process | Ongoing                                             | Foundational for Strategic Energy Plan               |
|                                         | Strategic Energy Plan                              | In Process | Ongoing                                             |                                                      |
|                                         | Energy Efficiency Standards                        | Scheduled  | -                                                   | Requires GHG and Life-cycle cost analysis completion |
| <b>Clean Mobility</b>                   | Telematic Fleet Technology                         | Completed  | Ongoing                                             |                                                      |
|                                         | Vehicle Evaluation Criteria & Replacement Analysis | Completed  | Finished                                            | Guides Centralized Fleet Program                     |
|                                         | EV Charging Infrastructure Location Study          | Completed  | Finished                                            | Supports fleet electrification                       |
|                                         | Electric & Alternative Fuel Equipment              | Completed  | Ongoing                                             |                                                      |
|                                         | Public Transit Options                             | Completed  | Ongoing                                             |                                                      |
|                                         | Vehicle Idling Reduction Guidelines                | In Process | Ongoing                                             | Dependent on Telematic data                          |
|                                         | EV & Hybrid Procurement Guidelines                 | In Process | Ongoing                                             |                                                      |
|                                         | EV & Hybrid Vehicle Maintenance Training           | Scheduled  | -                                                   |                                                      |
| Centralized Fleet Program               | Scheduled                                          | -          | Dependent on Vehicle Evaluation Criteria & Analysis |                                                      |
| <b>Environmental Impact &amp; Waste</b> | Recycling Standards & Signage                      | Completed  | Finished                                            |                                                      |
|                                         | Paper Waste Reduction                              | In Process | Ongoing                                             |                                                      |
|                                         | Yardwaste Collection Assessment                    | In Process | Ongoing                                             |                                                      |
|                                         | Sustainable Procurement & Purchasing Policy        | Scheduled  | -                                                   | Supports waste reduction and purchasing reform       |
|                                         | Town & Facility Composting Assessment              | Scheduled  | -                                                   | Dependent on recycling data                          |



January 27, 2026

# Sustainability Action Plan Update 2026

# Key Highlights



Facilities and Energy Management



Fleet Electrification and Clean Mobility



Waste Management and Environmental Impact



Other Initiatives

# Completed Initiatives



Solar Energy Assessment



LED Street and Outdoor Lighting



Telematic Fleet Technology



Vehicle Evaluation Criteria and Replacement Analysis



EV Charging Infrastructure Location Study



Electric and Alternative Fuel Equipment



Public Transit Options



Recycling Standards & Signage

# Initiatives in Process



Water Conservation  
Landscape Design



Greenhouse Gas  
Inventory



Strategic Energy Plan



High Efficiency Inventory  
Replacement



Vehicle Idling Reduction  
Guidelines



EV & Hybrid Vehicle  
Procurement Guidelines



Paper Waste Reduction



Yardwaste Collection  
Assessment

# Scheduled Initiatives



Energy Efficiency Standards  
in Town Facilities



EV & Hybrid Vehicle  
Maintenance Training



Centralized Fleet Program



Sustainable Procurement &  
Purchasing Policy



Town & Facility Composting  
Assessment



Questions?

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING  
Meeting Date: February 10, 2026

## Item Details

Presenter(s): Dianne Khin, Director

Department(s): Planning

### Requested Motion

Conduct a Public Hearing and possible motion to adopt an Ordinance on the Question of Annexation - Apex Town Council's intent to annex 5.23 acres, located at 7625 Roberts Road (PIN 0723-95-2564), 0 Roberts Road (PIN 0723-95-5524), and 8112 Green Level Church Road (PIN 0723-95-2216), Annexation No. 802, into the Town Corporate limits.

### Approval Recommended?

Yes

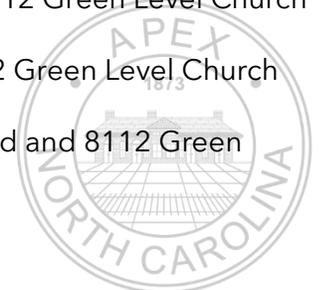
### Item Details

The Town Clerk certifies the annexation petition is sufficient and the public hearing notice has been posted per the requirements in North Carolina General Statutes (NCGS).

This annexation request is associated with a proposed development at the intersection of Roberts Road and Green Level Church Road. This project is not associated with a rezoning case at this time. This area is zoned as B1, Neighborhood Business.

### Attachments

- PH1-A1: Ordinance - Annexation No. 802 - 7625 and 0 Roberts Road and 8112 Green Level Church Road - 5.23 acres
- PH1-A2: Public Hearing Notice - Annexation No. 802 - 7625 and 0 Roberts Road and 8112 Green Level Church Road - 5.23 acres
- PH1-A3: Legal Description - Annexation No. 802 - 7625 and 0 Roberts Road and 8112 Green Level Church Road - 5.23 acres
- PH1-A4: Aerial Map - Annexation No. 802 - 7625 and 0 Roberts Road and 8112 Green Level Church Road - 5.23 acres
- PH1-A5: Plat Map - Annexation No. 802 - 7625 and 0 Roberts Road and 8112 Green Level Church Road - 5.23 acres
- PH1-A6: Annexation Petition - Annexation No. 802 - 7625 and 0 Roberts Road and 8112 Green Level Church Road - 5.23 acres





"The Peak of Good Living"

OFFICE OF THE TOWN CLERK

# TOWN OF APEX NORTH CAROLINA

**Media Contact:**

Allen Coleman, Town Clerk to the Apex Town Council

**FOR IMMEDIATE RELEASE**

## PUBLIC NOTICE – PUBLIC HEARING

APEX, N.C. (January 30, 2026) – The Town Council of Apex, North Carolina has scheduled a Public Hearing to be held at **6:00 p.m.** at Apex Town Hall, 73 Hunter Street, on the **10th day of February, 2026**, on the question of annexation of the following property requested by petition filed pursuant to G.S. 160A-31:

### Annexation Petition No. 802

**0 Roberts Road, 7625 Roberts Road, and 8112 Green Level Church Road – 5.23 acres**



*Continued on next page*



*"The Peak of Good Living"*

**OFFICE OF THE TOWN CLERK**

# TOWN OF APEX NORTH CAROLINA

## **PUBLIC NOTICE – PUBLIC HEARING**

Residents may submit written comments to the Town Council with attention marked to the Town Clerk Allen Coleman; P.O. Box 250; Apex, NC 27502 or by email at public [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org). Please use subject line "Annexation Petition No. 802" and include your first and last name, your address, and your phone number in your written statements. Written comments will be accepted until 3:00 PM on Tuesday, February 10, 2026.

Members of the public can access and view the meeting on the Town's YouTube Channel <https://www.youtube.com/c/TownofApexGov> or attend in-person.

Anyone needing special accommodations to attend this meeting and/or if this information is needed in an alternative format, please contact the Town Clerk's Office. The Town Clerk is located at 73 Hunter Street in Apex Town Hall on the 2<sup>nd</sup> Floor, (email) [allen.coleman@apexnc.org](mailto:allen.coleman@apexnc.org) or (phone) 919-249-1260. We request at least 48 hours' notice prior to the meeting to make the appropriate arrangements.

Questions should be directed to the Town Clerk's Office.

###

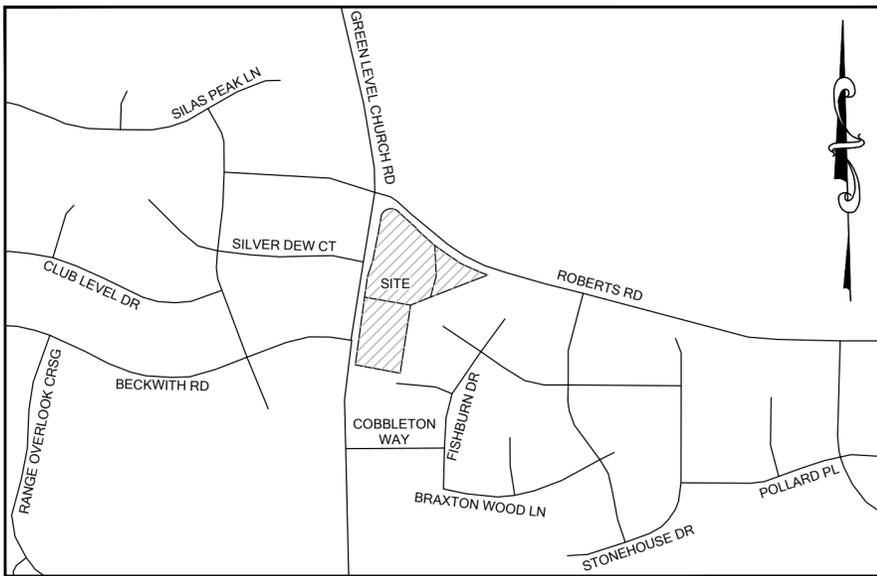
THE OUTER BOUNDARY OF THOSE THREE PARCELS NOW OR FORMERLY OF GANDHI AT ROBERS ROAD LLC, (PINS: 0723955524, 0723952564, & 0723952216) AS DESCRIBED IN DEED BOOK 19529 AT PAGE 2031 OF THE WAKE COUNTY REGISTER OF DEEDS, TOGETHER WITH THAT ADJACENT, UN-ANNEXED PORTION OF GREEN LEVEL CHURCH ROAD (AS SHOWN ON WAKE COUNTY GIS) LYING IN WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ¾" IRON PIPE FOUND ON THE EASTERN CORNER OF THE PARCEL DESCRIBED IN DEED BOOK 19529 AT PAGE 2031 (PIN: 0723955524) AND THE SOUTHERN RIGHT OF WAY OF ROBERTS ROAD, SAID IRON BEING THE TRUE POINT OF BEGINNING AND HAVING NORTH CAROLINA STATE PLAIN COORDINATES OF N: 735,540.06' AND E: 2,029,681.54'; THENCE, FROM THE POINT OF BEGINNING AND LEAVING SAID RIGHT OF WAY, S68°53'52"W A DISTANCE OF 49.99 FEET TO A ¾" IRON PIPE FOUND; THENCE, S69°11'18"W A DISTANCE OF 31.31 FEET TO A ¾" IRON PIPE FOUND; THENCE, S69°11'18"W A DISTANCE OF 71.72 FEET TO A ¾" IRON PIPE FOUND; THENCE, S69°11'18"W A DISTANCE OF 108.88 FEET TO A ¾" IRON PIPE FOUND; THENCE, S69°42'06"W A DISTANCE OF 13.54 FEET TO A ¾" IRON PIPE SET; THENCE, S69°09'04"W A DISTANCE OF 94.57 FEET TO A 2" IRON PIPE FOUND; THENCE, S08°23'39"W A DISTANCE OF 36.78 FEET TO A ¾" IRON PIPE FOUND; THENCE, S08°23'39"W A DISTANCE OF 147.49 FEET TO A ¾" IRON PIPE FOUND; THENCE, S08°23'39"W A DISTANCE OF 122.50 FEET TO A ¾" IRON PIPE FOUND; THENCE, N79°30'50"W A DISTANCE OF 208.20 FET TO A ¾" IRON PIPE FOUND ON THE EASTERN RIGHT OF WAY OF GREEN LEVEL CHURCH ROAD; THENCE, LEAVING SAID RIGHT OF WAY, N81°45'23"W A DISTANCE OF 66.76 FEET TO A COMPUTED POINT; THENCE, N05°01'50"E A DISTANCE OF 56.08 FEET TO A COMPUTED POINT; THENCE, S86°46'38"E A DISTANCE OF 5.01 FEET TO A COMPUTED POINT; THENCE, N04°54'00"E A DISTANCE OF 14.05 FEET TO A COMPUTED POINT; THENCE, N09°00'23"E A DISTANCE OF 113.70 FEET TO A COMPUTED POINT; THENCE, N09°00'19"E A DISTANCE OF 183.36 FEET TO A COMPUTED POINT; THENCE, N09°10'23"E A DISTANCE OF 16.31 FEET TO A COMPUTED POINT; THENCE, N10°38'38"E A DISTANCE OF 47.47 FEET TO A COMPUTED POINT; THENCE, S85°16'43"E A DISTANCE OF 30.21 FEET TO A COMPUTED POINT; THENCE, N09°04'59"E A DISTANCE OF 209.80 FEET TO A COMPUTED POINT; THENCE, N09°18'40"E A DISTANCE OF 86.65 FEET TO A COMPUTED POINT; THENCE, S69°35'25"E A DISTANCE OF 105.27 FEET TO A ¾" IRON PIPE SET ON THE SOUTHERN RIGHT OF WAY OF ROBERTS ROAD; THENCE, CONTINUING WITH SAID RIGHT OF WAY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 149.84 FEET, A CHORD OF 39.98 FEET BEARING S56°24'54"E AND AN ARC LENGTH OF 40.10 FEET TO A ¾" IRON PIPE SET; THENCE, CONTINUING WITH

SAID RIGHT OF WAY, S48°24'10"E A DISTANCE OF 93.08 FEET TO A ¾" IRON PIPE SET; THENCE, CONTINUING WITH SAID RIGHT OF WAY, S41°59'25"W A DISTANCE OF 3.00 FEET TO A ¾" IRON PIPE SET; THENCE, CONTINUING WITH SAID RIGHT OF WAY, S48°16'45"E A DISTANCE OF 103.79 FEET TO A ¾" IRON PIPE SET; THENCE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 732.37 FEET, A CHORD OF 204.81 FEET BEARING S57°45'57"E AND AN ARC LENGTH OF 205.48 FEET TO A ¾" IRON PIPE SET; THENCE, CONTINUING WITH SAID RIGHT OF WAY, S66°19'15"E A DISTANCE OF 34.15 FEET TO A ¾" IRON PIPE SET; THENCE, CONTINUING WITH SAID RIGHT OF WAY, S68°16'55"E A DISTANCE OF 36.16 FEET TO THE POINT OF BEGINNING.

THE DESCRIBED OUTER BOUNDARY CONTAINS 228,057 SQUARE FEET OR 5.23 ACRES, MORE OR LESS.





**NOTES**

1. THE PROPERTY LIES IN ZONE "X" PER NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 3720072300K DATED 07/19/2022.
2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES AND ALL BEARINGS ARE BASED ON GPS OBSERVATION, NAD 83 / NSRS 2011, SPC UNLESS OTHERWISE SHOWN.
3. PARCELS ZONED "B1-C2" FOR THE TOWN OF APEX PER WAKE COUNTY GIS.
4. AREAS COMPUTED BY COORDINATE METHOD.
5. THIS SURVEY WAS PREPARED BY BATEMAN CIVIL SURVEY COMPANY, UNDER THE SUPERVISION OF F. REX COOPER, PLS.
6. THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.
7. NO INVESTIGATION INTO THE EXISTENCE OF JURISDICTIONAL WETLANDS OR RIPARIAN BUFFERS PERFORMED BY THIS FIRM.
8. NO GRID MONUMENTS FOUND WITHIN 2,000 FEET.
9. PROPERTY OWNERS AT TIME OF PLAT:  
GANDHI AT ROBERTS RD, LLC  
9201 LEESVILLE RD, SUITE 201  
RALEIGH, NC 27613

**REFERENCES:**

|                  |
|------------------|
| BM 1992 PG 1081  |
| DB 19529 PG 2031 |
| DB 17470 PG 1099 |
| BM 2018 PG 56    |
| DB 17438 PG 311  |
| DB 17460 PG 712  |
| DB 17525 PG 502  |
| DB 17546 PG 2302 |
| DB 17379 PG 1998 |
| DB 17355 PG 2359 |
| DB 17316 PG 2425 |
| DB 17552 PG 966  |
| DB 17570 PG 1197 |
| BM 2015 PG 1580  |
| DB 18910 PG 1844 |
| BM 2017 PG 2115  |
| DB 18910 PG 1844 |
| BM 2016 PG 1357  |
| DB 17007 PG 486  |
| BM 2022 PG 1763  |
| DB 19215 PG 2590 |
| BM 2023 PG 942   |
| DB 18699 PG 1276 |
| BM 2008 PG 2306  |
| BM 2016 PG 61    |
| BM 2017 PG 1739  |
| DB 13327 PG 1146 |
| BM 2017 PG 2563  |
| DB 17470 PG 1099 |
| DB 12427 PG 890  |
| BM 2016 PG 981   |

CLASS OF SURVEY: A  
 POSITIONAL ACCURACY: 0.07  
 TYPE OF GPS FIELD PROCEDURE: NC REAL TIME NETWORK  
 DATES OF SURVEY: MARCH & APRIL 2024  
 DATUM/EPOCH: NAD83/NSRS2011/SPC  
 COMBINED GRID FACTOR (CONTROL CORNER 1): 0.999902086  
 UNITS: US SURVEY FEET

**ANNEXATION AREAS**

| REID    | PIN          | AREA                 |
|---------|--------------|----------------------|
| 0001835 | 0723955524   | 24,916 SF / 0.57 AC  |
| 0081383 | 0723952564   | 96,917 SF / 2.22 AC  |
| 0005445 | 0723952216   | 63,796 SF / 1.47 AC  |
| R/W     | RIGHT OF WAY | 42,428 SF / 0.97 AC  |
| TOTAL   |              | 228,057 SF / 5.23 AC |

THIS MAP IS CONSIDERED PRELIMINARY, NOT FOR RECORDATION, CONVEYANCE OR SALES UNLESS SIGNED AND SEALED BY THE LICENSED SURVEYOR.

I, F. REX COOPER, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (RECORDED DEED AND/OR PLAT DESCRIPTION REFERENCED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION FOUND AS SHOWN HEREON; THAT THE POSITIONAL ACCURACY IS < 0.10' AT A 95% CONFIDENCE LEVEL; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600). WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 20TH DAY OF MAY, A.D., 2025.

I FURTHER CERTIFY THAT IN ACCORDANCE WITH G.S. 47-30-F-11-D; THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.

Digitally signed by Rex Cooper  
 DN: C=US,  
 Email=rex.cooper@batemancivilsurvey.com,  
 OU=Surveys, O=BSCS, CN=Rex Cooper  
 Date: 2025.05.20 09:53:38-04'00'

F. REX COOPER  
 NC LICENSE NO. L-4269  
 DATE

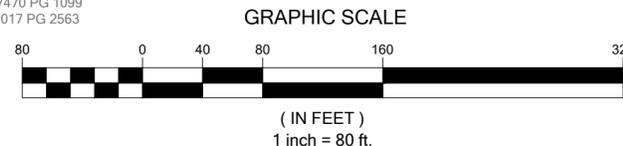
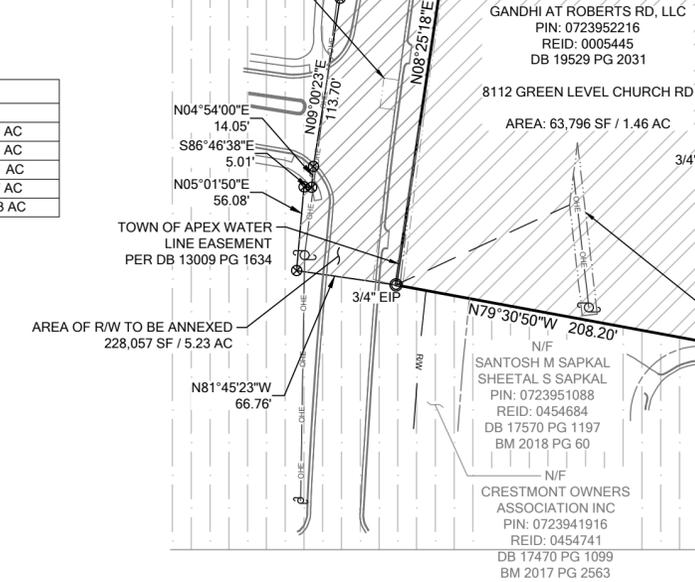
ANNEXATION #  
 I ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK, APEX, NORTH CAROLINA CERTIFY THIS IS A TRUE AND EXACT MAP OF ANNEXATION ADOPTED THE DAY OF \_\_\_\_\_, 20\_\_\_\_, BY THE TOWN COUNCIL. I SET MY HAND AND SEAL OF THE TOWN OF APEX.  
 DAY / MONTH / YEAR  
 ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK

**CURVE TABLE**

| CURVE# | LENGTH  | RADIUS  | BEARING       | CHORD   |
|--------|---------|---------|---------------|---------|
| C1     | 72.77'  | 40.00'  | N63° 48' 48"E | 63.14'  |
| C2     | 40.10'  | 149.84' | S56° 24' 54"E | 39.98'  |
| C3     | 205.48' | 732.37' | S57° 45' 57"E | 204.81' |

NOTE: ALL EASEMENT METES AND BOUNDS ARE ON SHEET 2 AND 3.

TOWN OF APEX WATER LINE EASEMENT  
 SCALED FROM DB 15840 PG 2694



**LEGEND**

- EXISTING BOUNDARY CORNER FOUND
- BOUNDARY CORNER SET
- ⊙ COMPUTED POINT
- ⊠ CONCRETE MONUMENT FOUND
- ⊡ POWER POLE
- ECM EXISTING CONCRETE MONUMENT
- EIP EXISTING IRON PIPE
- EIR EXISTING IRON REBAR
- IPS IRON PIPE SET
- N NORTH
- E EAST
- S SOUTH
- W WEST
- NE NORTHEAST
- SE SOUTHEAST
- SW SOUTHWEST
- NW NORTHWEST
- DB DEED BOOK
- PG PAGE
- PB PLAT BOOK
- R/W RIGHT OF WAY
- POB POINT OF BEGINNING
- (T) TOTAL
- N/F NOW OR FORMERLY
- PROPERTY LINE SURVEYED
- ADJOINER LINES
- BOUNDARY TIE LINE
- RIGHT OF WAY
- EASEMENTS
- SETBACKS
- OVERHEAD UTILITY
- ▨ AREA TO BE ANNEXED
- ▨ AREA WITHIN APEX CORPORATE LIMITS PER GIS

**BATEMAN CIVIL SURVEY COMPANY**  
 ENGINEERS • SURVEYORS • PLANNERS  
 2524 RELIANCE AVENUE, APEX, NC 27539  
 PHONE: (919) 577-1080 FAX: (919) 577-1081  
 INFO@BATEMANCIVILSURVEY.COM  
 NCBELS FIRM# C-2378



**PROPERTY OWNER**  
 GANDHI AT ROBERTS RD, LLC  
 9201 Leesville Rd, Ste 201  
 Raleigh, NC 27613

**SATELLITE ANNEXATION MAP FOR THE TOWN OF APEX**  
 FOR 7625, 0 ROBERTS ROAD AND 8112 GREEN LEVEL CHURCH ROAD EXCLUSIVELY FOR GANDHI AT ROBERTS ROAD LLC  
 PIN: 0723955524, 0723952564 AND 0723952216  
 REIDS: 0001835, 0081383, AND 0005445  
 DB 19529 PG 2031, DB 17470 PG 1099  
 WHITE OAK TOWNSHIP - WAKE COUNTY - NORTH CAROLINA

**REVISIONS**

1. REVISED PER TOWN OF APEX COMMENTS (5/08/25)
- 2.
- 3.

DRAWN BY: ELS  
 CHECKED BY: FRC  
 SCALE: 1" = 80'  
 DATE: 04/07/2025  
 DRAWING #: 230661  
 SHEET 1 OF 1



PETITION FOR VOLUNTARY ANNEXATION

Application #: Annexation # 802

Submittal Date: 4-14-2025

COMPLETE IF IN A LIMITED LIABILITY COMPANY

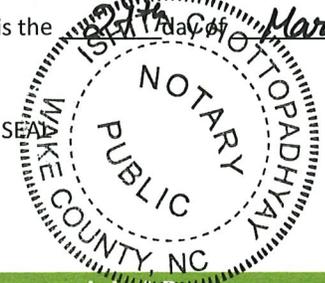
In witness whereof, Gandhi at Roberts Rd LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 27<sup>th</sup> day of March, 2025.

Name of Limited Liability Company GANDHI AT ROBERTS ROAD, LLC

By: [Signature]  
Signature of Member/Manager

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Ishita Chottopadhyay a Notary Public for the above State and County, this the 27<sup>th</sup> day of March, 2025.



[Signature]  
Notary Public

My Commission Expires: 6/22/2026

COMPLETE IF IN A PARTNERSHIP

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

Name of Partnership \_\_\_\_\_

By: \_\_\_\_\_  
Signature of General Partner

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

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

\_\_\_\_\_  
Notary Public

SEAL

My Commission Expires: \_\_\_\_\_

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING  
Meeting Date: February 10, 2026

## Item Details

Presenter(s): Dianne Khin, Director

Department(s): Planning

### Requested Motion

**This item was continued at the January 27, 2026, Electronic Town Council Meeting.**

Conduct a Public Hearing and possible motion to adopt an Ordinance on the Question of Annexation - Apex Town Council's intent to annex 2.13 acres, located at 2224 Olive Chapel Road (PIN 0722-70-2657), Annexation No. 812, into the Town Corporate limits.

### Approval Recommended?

Yes

### Item Details

The Town Clerk certifies the annexation petition is sufficient and the public hearing notice has been posted per the requirements in North Carolina General Statutes (NCGS).

This annexation request is NOT associated with a rezoning.

## Attachments

- PH2-A1: Annexation Ordinance - Annexation No. 812 - 2224 Olive Chapel Road - 2.13 acres
- PH2-A2: Public Hearing Notice - Annexation No. 812 - 2224 Olive Chapel Road - 2.13 acres
- PH2-A3: Legal Description - Annexation No. 812 - 2224 Olive Chapel Road - 2.13 acres
- PH2-A4: Aerial Map - Annexation No. 812 - 2224 Olive Chapel Road - 2.13 acres
- PH2-A5: Plat Map - Annexation No. 812 - 2224 Olive Chapel Road - 2.13 acres
- PH2-A6: Annexation Petition - Annexation No. 812 - 2224 Olive Chapel Road - 2.13 acres





*"The Peak of Good Living"*

**OFFICE OF THE TOWN CLERK**

# TOWN OF APEX NORTH CAROLINA

## **Media Contact:**

Allen Coleman, Town Clerk to the Apex Town Council

## **FOR IMMEDIATE RELEASE**

## **CONTINUED – PUBLIC NOTICE – PUBLIC HEARING**

APEX, N.C. (January 30, 2026) – The Town Council of Apex, North Carolina has scheduled a Public Hearing to be held at **6:00 p.m.** at Apex Town Hall, 73 Hunter Street, on the **10th day of February, 2026**, on the question of annexation of the following property requested by petition filed pursuant to G.S. 160A-31:

### **Annexation Petition No. 812 2224 Olive Chapel Road – 2.13 acres**



**CLERK NOTE:** During the Electronic Town Council meeting on Tuesday, January 27, 2026, the Apex Town Council unanimously voted (5-0) to continue this item until February 10, 2026.



*"The Peak of Good Living"*

**OFFICE OF THE TOWN CLERK**

# TOWN OF APEX NORTH CAROLINA

## **CONTINUED PUBLIC NOTICE – PUBLIC HEARING**

Residents may submit written comments to the Town Council with attention marked to the Town Clerk Allen Coleman; P.O. Box 250; Apex, NC 27502 or by email at public [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org). Please use subject line "Annexation Petition No. 812" and include your first and last name, your address, and your phone number in your written statements. Written comments will be accepted until 3:00 PM on Tuesday, February 10, 2026.

Members of the public can access and view the meeting on the Town's YouTube Channel <https://www.youtube.com/c/TownofApexGov> or attend in-person.

Anyone needing special accommodations to attend this meeting and/or if this information is needed in an alternative format, please contact the Town Clerk's Office. The Town Clerk is located at 73 Hunter Street in Apex Town Hall on the 2<sup>nd</sup> Floor, (email) [allen.coleman@apexnc.org](mailto:allen.coleman@apexnc.org) or (phone) 919-249-1260. We request at least 48 hours' notice prior to the meeting to make the appropriate arrangements.

Questions should be directed to the Town Clerk's Office.

###

## Legal Description of RL Property Group LLC Property

### Property located at 2224 Olive Chapel Rd, Apex, NC 27502

Metes and bounds description of RL Property Group LLC Property, as described in deed book 19462, at page 1817, and book of maps 1981, at page 488, of the Wake County Register

Beginning at an Iron Pipe Found along the right-of-way of Olive Chapel Rd, State Route 1160, and being the southeast corner of Munshi Mohammad Ebne Chayen & Nasrin Sumee property, and the southwest corner of RL Property Group LLC property, as described in book of maps 1981, page 488, having NCGRID NAD83 (2011) coordinates of N: 720,457.28', E: 2,027,175.42';

Thence from said beginning point, along and with Chayen & Sumee property, leaving the right-of-way of Olive Chapel Rd, N 04°50'28" W a distance of 436.89' to an IRON PIPE FOUND;

Thence along and with the southern boundary of Woodridge Subdivision as described in book of maps 1997, page 1703, of the Wake County Register, N 82°40'00" E a distance of 199.87' to an IRON PIPE FOUND;

thence along and with the western boundary Lucas Farms Subdivision as described in book of maps 2015, page 657, of the Wake County Register, S 04°51'18" E a distance of 436.96' to an IRON PIPE FOUND along the right-of-way of Olive Chapel Rd;

thence S 04°51'18" E a distance of 30.04' to a COMPUTED POINT along the centerline of Olive Chapel Rd;

thence along and with the centerline of Olive Chapel Rd the following courses and distances, S 84°09'17" W a distance of 50.02' to a COMPUTED POINT;

thence S 83°33'41" W a distance of 49.91' to a COMPUTED POINT;

thence S 82°20'00" W a distance of 49.82' to a COMPUTED POINT;

thence S 81°12'50" W a distance of 30.37' to a COMPUTED POINT;

thence S 79°45'11" W a distance of 19.92' to a COMPUTED POINT;

thence leaving the centerline of Olive Chapel Rd, N 04°50'28" W a distance of 30.11' to an IRON PIPE FOUND along the right-of-way of Olive Chapel Rd;

which is the point of beginning,

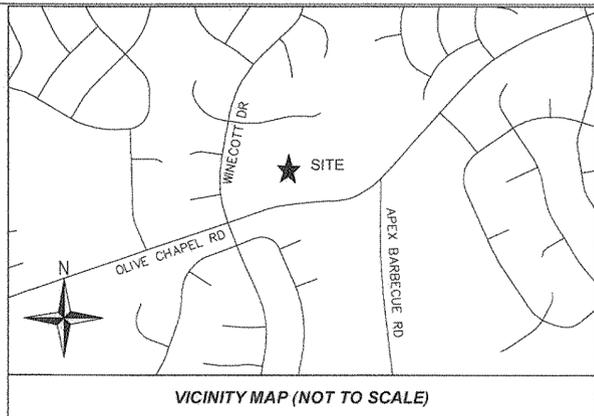
having an area of 93012 square feet, 2.13 acres

Canoy Surveying  
Adam Canoy, PLS  
1154 Shonele Ln  
Stem, NC 27581  
984.377.2626  
[canoysurveying@gmail.com](mailto:canoysurveying@gmail.com)



For further description see map entitled Property of Clyde A Douglass, III, and Wife Amanda E Douglass; for Clyde A Douglass, III, and Wife Amanda E Douglass, prepared by Vernon Wayne Johnson, PLS-1496, said map dated May 29<sup>th</sup>, 1981, book of maps 1981, at page 488 of the Wake County Register





**GENERAL NOTES**

1. THIS IS AN ANNEXATION SURVEY OF AN EXISTING PARCEL(S) OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET
2. BEARINGS FOR THIS SURVEY ARE BASED ON NC GRID NAD83 (2011).
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
4. AREA BY COORDINATE GEOMETRY.
5. REFERENCES: DB 19462 PG 1817; BM 1981 PG 488; OF THE WAKE COUNTY REGISTRY. PIN: 0722702657
6. THIS SURVEY PERFORMED AND MAP PREPARED WITHOUT BENEFIT OF A TITLE REPORT. THIS SURVEY SUBJECT TO ANY FACTS AND EASEMENTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
7. NO NCGS MONUMENTS FOUND WITHIN 2000 FEET.
8. NO ENVIRONMENTAL FEATURES LOCATED, OR CONSIDERED AT THE TIME OF THIS SURVEY.
9. THE DEPICTION OF SURFACE AND SUBSURFACE UTILITIES IS DERIVED SOLELY FROM VISIBLE EVIDENCE. CONTACT RELEVANT UTILITY COMPANIES FOR COMPREHENSIVE UTILITY INFORMATION AND EASEMENT DETAILS.
10. APPROXIMATE LOCATION OF APEX CORPORATE LIMITS SHOWN. DATA DOWNLOADED FROM: gisdata-apexnc.opendata.arcgis.com

Annexation # \_\_\_\_\_

I, Allen Coleman, CMC, NCCCC, Town Clerk, Apex, North Carolina certify that this a true and exact map of annexation adopted the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the Town Council. I set my hand and seal of the Town of Apex, \_\_\_\_\_ Day/Month/Year

Allen Coleman, CMC, NCCCC, Town Clerk

-Seal-

**SURVEYORS CERTIFICATE [G.S. 47-30]**

I, DUSTIN A. DANIELS, P.L.S., PROFESSIONAL LAND SURVEYOR NO. 5675 CERTIFY TO ONE OF THE FOLLOWING; THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.

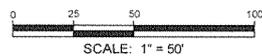
*Dustin A. Daniels* 09/24/2025  
DUSTIN A. DANIELS, P.L.S. N.C. REG. No.: L-5675

I CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 19462, PAGE 1817; THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN BOOK OF MAPS 1981 PAGE 488; THAT THE RATIO OF PRECISION IS 1:10000+; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600).

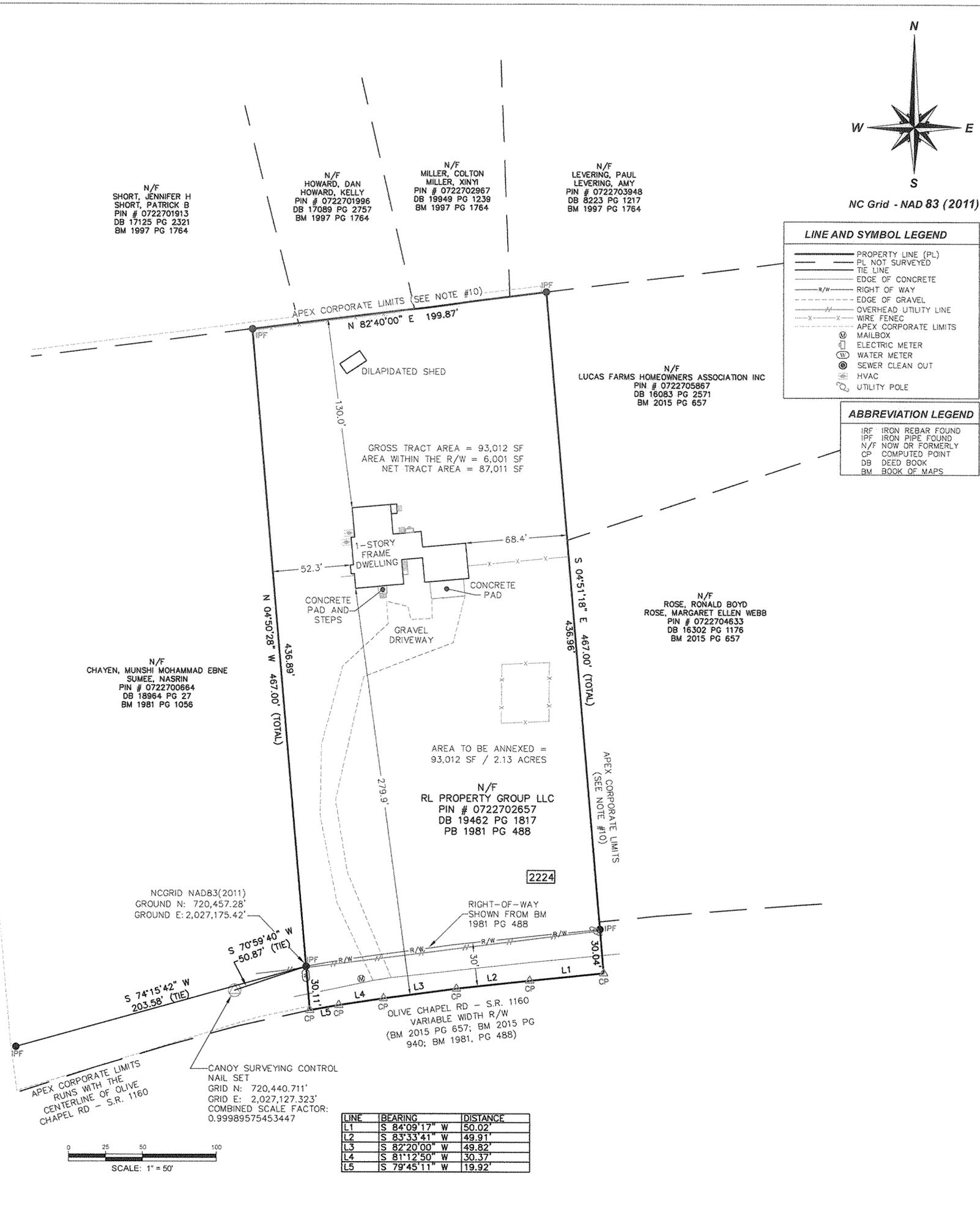
THIS 2<sup>th</sup> DAY OF September, 2025  
SEAL



*Dustin A. Daniels*  
DUSTIN A. DANIELS, PLS L-5675



| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | S 84°09'17" W | 50.02'   |
| L2   | S 83°33'41" W | 49.91'   |
| L3   | S 82°20'00" W | 49.82'   |
| L4   | S 81°12'50" W | 30.37'   |
| L5   | S 79°45'11" W | 19.92'   |

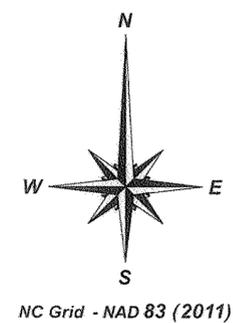


**LINE AND SYMBOL LEGEND**

- PROPERTY LINE (PL)
- PL NOT SURVEYED
- TIE LINE
- EDGE OF CONCRETE
- R/W
- RIGHT OF WAY
- EDGE OF GRAVEL
- OVERHEAD UTILITY LINE
- WIRE FENCE
- APEX CORPORATE LIMITS
- MAILBOX
- ELECTRIC METER
- WATER METER
- SEWER CLEAN OUT
- HVAC
- UTILITY POLE

**ABBREVIATION LEGEND**

- IRF IRON REBAR FOUND
- IPF IRON PIPE FOUND
- N/F NOW OR FORMERLY
- CP COMPUTED POINT
- DB DEED BOOK
- BM BOOK OF MAPS



PREPARED FOR:  
RL PROPERTY GROUP LLC

PREPARED BY:  
**CANOPY SURVEYING**  
P-1938  
1154 SHONELE LANE  
STEM, NC 27581  
PHONE (984) 377-2626

ANNEXATION MAP for the TOWN OF APEX  
**2224 OLIVE CHAPEL RD**  
PIN # 0722702657 - BM 1981 PG 488  
2224 OLIVE CHAPEL RD, APEX, NORTH CAROLINA  
WAKE COUNTY - NC - WHITE OAK TOWNSHIP

REVISIONS:

|                 |                   |
|-----------------|-------------------|
| DATE OF SURVEY: | 8/19/2025         |
| SCALE:          | 1" = 50'          |
| DRAWN BY:       | DL                |
| CHECKED BY:     | DAD               |
| PROJECT:        | 2224 OLIVE CHAPEL |
| SHEET:          | 1 / 1             |

PETITION FOR VOLUNTARY ANNEXATION

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

Application #: 812
Fee Paid: \$ 300.00

Submittal Date: 8-26-2025
Check #: CC

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

OWNER INFORMATION

RL Property Group LLC
Owner Name (Please Print)
(630) 615-9523
Phone

0722702657
Property PIN or Deed Book & Page #
ricardo.govincorp@gmail.com
E-mail Address

Owner Name (Please Print)
Phone

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

Owner Name (Please Print)
Phone

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

SURVEYOR INFORMATION

Surveyor: Canoy Surveying
Phone: (984) 377-2626 Fax:
E-mail Address: canoysurveying@gmail.com

ANNEXATION SUMMARY CHART

Table with 2 columns: Property Information and Reason(s) for annexation (select all that apply). Rows include Total Acreage to be annexed (2.13), Population of acreage to be annexed (0), Existing # of housing units (1), Proposed # of housing units (4), Zoning District\* (RR), and various service options like Need water service, Need sewer service, Water service, Sewer service, and Receive Town Services.

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: 812

Submittal Date: 8-26-2025

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, RL Property Group LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 26 day of AUGUST, 2025.

Name of Limited Liability Company RL Property Group LLC

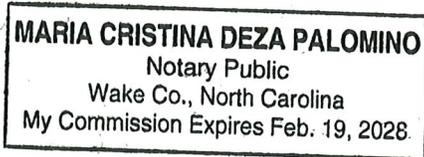
By: [Signature]  
Signature of Member/Manager  
RICARDO GOVINDASAMY

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, MARIA CRISTINA DEZA PALOMINO Notary Public for the above State and County, this the 26 day of AUGUST, 2025.

[Signature]  
Notary Public

SEAL



My Commission Expires: Feb. 19, 2028

COMPLETE IF IN A PARTNERSHIP

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

Name of Partnership \_\_\_\_\_

By: \_\_\_\_\_  
Signature of General Partner

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

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

\_\_\_\_\_  
Notary Public

SEAL

My Commission Expires: \_\_\_\_\_

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING  
Meeting Date: February 10, 2026

## Item Details

Presenter(s): Dianne Khin, Director

Department(s): Planning

### Requested Motion

Conduct a Public Hearing and possible motion to adopt an Ordinance on the Question of Annexation - Apex Town Council's intent to annex 23.87 acres, Peak City Church located at 2401 Old US 1 Highway (PIN 0720-88-6397) and 2325 Old US 1 Highway (PIN 0720-87-9899), Annexation No. 817, into the Town Corporate limits.

### Approval Recommended?

Yes

### Item Details

The Town Clerk certifies the annexation petition is sufficient and the public hearing notice has been posted per the requirements in North Carolina General Statutes (NCGS).

This annexation request is associated with a proposed development of the Peak City Church campus. This project is not associated with a rezoning case, however, it is associated with a Special Use Permit which was approved on January 31, 2024 (Case No 24SUP01).

Link to Special Use Permit Application - <https://www.apexnc.org/DocumentCenter/View/45955/Peak-City-Church-SUP?bidId=>

### Attachments

- PH3-A1: Annexation Ordinance - Annexation No. 817 - Peak City Church - 2401 and 2325 OLD US 1 Highway - 23.87 acres
- PH3-A2: Public Hearing Notice - Annexation No. 817 - Peak City Church - 2401 and 2325 OLD US 1 Highway - 23.87 acres
- PH3-A3: Legal Description - Annexation No. 817 - Peak City Church - 2401 and 2325 OLD US 1 Highway - 23.87 acres
- PH3-A4: Aerial Map - Annexation No. 817 - Peak City Church - 2401 and 2325 OLD US 1 Highway - 23.87 acres

- PH3-A5: Plat Map - Annexation No. 817 - Peak City Church - 2401 and 2325 OLD US 1 Highway - 23.87 acres
- PH3-A6: Annexation Petition - Annexation No. 817 - Peak City Church - 2401 and 2325 OLD US 1 Highway - 23.87 acres





"The Peak of Good Living"

OFFICE OF THE TOWN CLERK

# TOWN OF APEX NORTH CAROLINA

## Media Contact:

Allen Coleman, Town Clerk to the Apex Town Council

## FOR IMMEDIATE RELEASE

### PUBLIC NOTICE – PUBLIC HEARING

APEX, N.C. (January 30, 2026) – The Town Council of Apex, North Carolina has scheduled a Public Hearing to be held at **6:00 p.m.** at Apex Town Hall, 73 Hunter Street, on the **10th day of February, 2026**, on the question of annexation of the following property requested by petition filed pursuant to G.S. 160A-31:

**Annexation Petition No. 817**  
**Peak City Church**  
**2401 and 2325 Old US 1 Highway – 23.87 acres**



*Continued on next page*



*"The Peak of Good Living"*

**OFFICE OF THE TOWN CLERK**

# TOWN OF APEX NORTH CAROLINA

## **PUBLIC NOTICE – PUBLIC HEARING**

Residents may submit written comments to the Town Council with attention marked to the Town Clerk Allen Coleman; P.O. Box 250; Apex, NC 27502 or by email at public [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org). Please use subject line "Annexation Petition No. 817" and include your first and last name, your address, and your phone number in your written statements. Written comments will be accepted until 3:00 PM on Tuesday, February 10, 2026.

Members of the public can access and view the meeting on the Town's YouTube Channel <https://www.youtube.com/c/TownofApexGov> or attend in-person.

Anyone needing special accommodations to attend this meeting and/or if this information is needed in an alternative format, please contact the Town Clerk's Office. The Town Clerk is located at 73 Hunter Street in Apex Town Hall on the 2<sup>nd</sup> Floor, (email) [allen.coleman@apexnc.org](mailto:allen.coleman@apexnc.org) or (phone) 919-249-1260. We request at least 48 hours' notice prior to the meeting to make the appropriate arrangements.

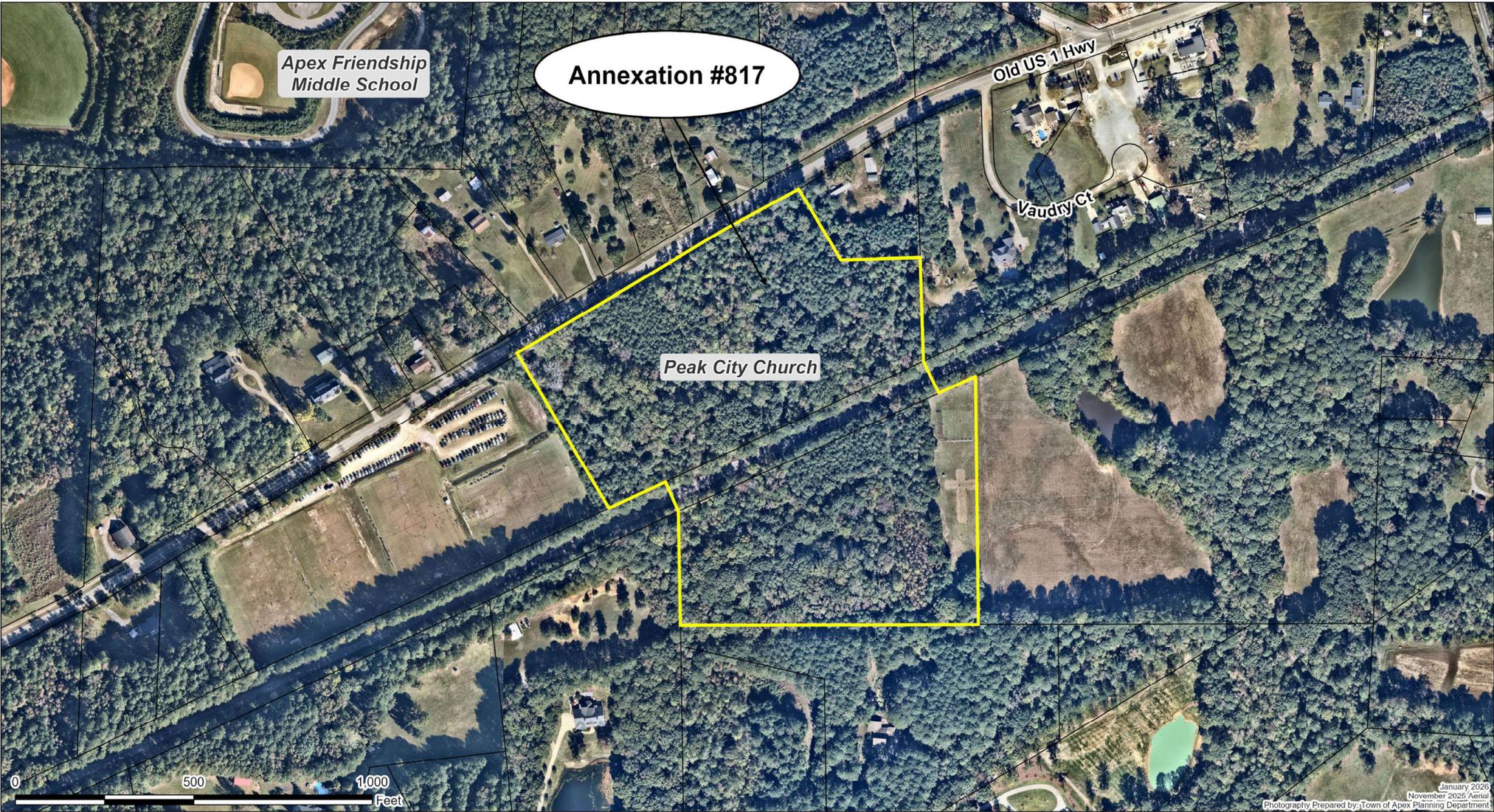
Questions should be directed to the Town Clerk's Office.

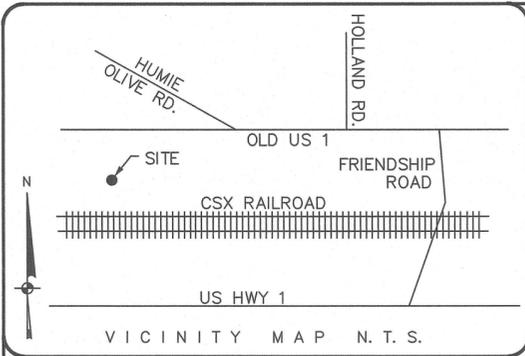
###

Beginning at a point on the Eastern R/W of NCSR 1011(Old US Hwy. NO.1) said point having N.C. grid coordinates of N=708,350.86' and E= 2,028,122.66' (NAD '83/2011) . thence runs with said R/W N 59-24'-45" E 909.57' to an existing iron pipe(eip); thence runs S 30-35'-15" E 232.10' to an eip; thence runs N 88-12'-08" E 222.36' to an eip; thence runs S 01-47'-37" E 290.40' to a point; thence runs S 25-00'-34" E 100.00' to a point; thence runs N 64-59'-26" E 122.04' to an eip; thence runs S 00-08'-54" E 698.40' to an eip; thence runs S 89-51'-06" W 835.05' to an eip; thence runs N00-56'-18" W 309.52' to an eip; thence runs N25-00'-34" W 100.00' to a point; thence runs S 64-59'-26" W 166,83' to an eip; thence runs N30-30'-34" W 499.41' to the point and place of beginning. The total area of these tracts is 1,039,579 sq. ft. or 23.87 acres.



REVISED  
12-23-2024





| NUMBER | BEARING       | DISTANCE |
|--------|---------------|----------|
| L-1    | N 65°01'00" E | 21.44'   |
| L-2    | N 64°40'06" E | 17.25'   |
| L-5    | S 42°36'56" E | 0.62'    |
| L-6    | S 26°26'39" E | 0.37'    |
| L-7    | S 01°02'35" E | 60.07'   |
| L-8    | N 00°56'18" W | 0.57'    |
| L-9    | N 30°26'18" W | 15.11'   |

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBERANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE

- LEGEND**
- LINES SURVEYED
  - - - LINES NOT SURVEYED
  - E.I.P. --- EXISTING IRON PIPE
  - I.P.S. --- IRON PIPE SET
  - C.M.S. --- CONCRETE MONUMENT SET
  - E.C.M. --- EXISTING CONCRETE MONUMENT
  - P.K.S. --- P.K. NAIL SET
  - E.P.K. --- EXISTING P.K. NAIL
  - R/W --- RIGHT OF WAY
  - D.B. --- DEED BOOK
  - P.P. --- POWER POLE
  - O.H.W. --- OVER HEAD WIRE
  - R.R.S. --- RAILROAD SPIKE (1234) --- ADDRESSES

o a. This survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.  
 o b. This survey is located in a portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land.  
 o c. Any one of the following:  
 1. That the survey is of an existing parcel or parcels of land and does not create a new street or change an existing street;  
 2. That the survey is of an existing building or other structure, or natural feature, such as a watercourse; or  
 3. That the survey is a control survey.  
 o d. This survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision.  
 o e. The information available to the surveyor is such that the surveyor is unable to make a determination to the best of the surveyor's professional ability as to provisions contained in (a) through (d) above.

This parcel is located in the     APEX     Planning jurisdiction.

NORTH CAROLINA  
WAKE COUNTY

I, Barry L. Scott, certify that this plat was drawn under my supervision from (an actual survey made under my supervision)(deed description recorded in Book 11158, page 1265, etc.)(other), that the boundaries not surveyed are clearly indicated as drawn from information found in Book SEE, page REF.; that the ratio of position or positional accuracy as calculated is 1:10,000+; that this plat was prepared in accordance with NCGS 47-30 amended. Witness my original signature, registration number and seal this 3rd day of August A.D. 2021



Annexation # \_\_\_\_\_

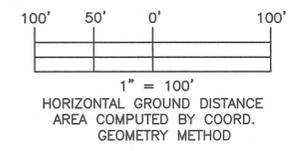
I, Allen Coleman, CMC, NCCCC, Town Clerk, Apex, North Carolina certify this a true and exact map of annexation adopted the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the Town Council.  
 I set my hand and seal of the Town of Apex, \_\_\_\_\_ DAY/MONTH/YEAR \_\_\_\_\_

Allen Coleman, CMC, NCCCC, Town Clerk

- REFERENCES**
- BOM 1974, PG. 89 W.C.R.
  - BOM 2000, PG. 1013 W.C.R.
  - BOM 2001, PG. 1491 W.C.R.
  - BOM 2001, PG. 2344 W.C.R.
  - BOM 2002, PG. 1334 W.C.R.
  - BOM 2004, PG. 831 W.C.R.
  - BARRY L. SCOTT LAND SURVEYING  
JOB #: 04-12-09 DATED:  
12-21-04

NOTE:  
THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA ACCORDING TO FEMA MAP # 3720072000J  
EFFECTIVE DATE: MAY 2, 2006

S.L. SAMUELS  
DB 10906, PG. 481  
BOM 2025, PG. 01469



LOTS 2C & 2D PROPERTY OF ANNIE M. SEARS, HEIRS AS RECORDED IN B.O.M. 1974, PG. 89 W.C.R.

THIS PLAT RECORDED IN B. O. M. / P. B. / P. C. \_\_\_\_\_, P. G. \_\_\_\_\_, WAKE COUNTY REGISTRY

N.C. GRID  
COORDINATES  
N=708,350.86'  
E=2,028,122.66'  
(NAD 83/2011)

STAR LAND LLC  
DB 10238, PG. 251  
BOM 2000, PG. 1013

TOTAL AREA INCL. RR R/W  
1,039,579 S.F.  
23.87 acres

80301 S.F.  
1.84 AC.

2d  
422309 S.F.  
9.70 AC.

2c  
536,969 S.F.  
12.33 AC.

**BARRY L. SCOTT  
LAND SURVEYING**

PROFESSIONAL LAND SURVEYORS  
P. O. BOX 12483  
RALEIGH, NORTH CAROLINA 27605  
TEL: 919/859-0464  
JOB NO.: 25-10-03

**PEAK CITY CHURCH**

2325 & 2401 OLD U.S. 1 HWY. -- APEX, N. C.

TAX MAP: BUCKHORN  
COUNTY: WAKE  
ZONED: RR  
TOWNSHIP: BUCKHORN

PARCEL(S):  
PIN(S): 0720886397 & 0720879899  
STATE OF NORTH CAROLINA, U.S.A.

|                |         |
|----------------|---------|
| DATE: 08-03-21 | REVISED |
| FIELD BK: M    | BLS     |
| SURVEYED BY:   |         |
| DATE: 10-21-25 |         |
| DATE: 12-22-25 |         |
| DATE: 12-23-25 |         |
| DATE: 12-23-25 |         |

# PETITION FOR VOLUNTARY ANNEXATION

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

Application #: \_\_\_\_\_ Submittal Date: \_\_\_\_\_  
 Fee Paid \$ \_\_\_\_\_ Check # \_\_\_\_\_

## TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

## OWNER INFORMATION

|                           |                                    |
|---------------------------|------------------------------------|
| Peak City Church          | 0720-88-6397                       |
| Owner Name (Please Print) | Property PIN or Deed Book & Page # |
| (919) 289-9278            | nate@peakcity.church               |
| Phone                     | E-mail Address                     |
| Peak City Church          | 0720-87-9899                       |
| Owner Name (Please Print) | Property PIN or Deed Book & Page # |
| (919) 289-9278            | nate@peakcity.church               |
| Phone                     | E-mail Address                     |
| Owner Name (Please Print) | Property PIN or Deed Book & Page # |
| Phone                     | E-mail Address                     |

## SURVEYOR INFORMATION

Surveyor: Barry L. Scott Land Surveying  
 Phone: 919-455-4636 (c) 919-859-0464 (o) Fax: \_\_\_\_\_  
 E-mail Address: bls3156@gmail.com

## ANNEXATION SUMMARY CHART

| Property Information                          | Reason(s) for annexation (select all that apply)                         |
|-----------------------------------------------|--------------------------------------------------------------------------|
| Total Acreage to be annexed: <u>23.87</u>     | Need water service due to well failure <input type="checkbox"/>          |
| Population of acreage to be annexed: <u>0</u> | Need sewer service due to septic system failure <input type="checkbox"/> |
| Existing # of housing units: <u>0</u>         | Water service (new construction) <input checked="" type="checkbox"/>     |
| Proposed # of housing units: <u>0</u>         | Sewer service (new construction) <input type="checkbox"/>                |
| Zoning District*: <u>RR</u>                   | Receive Town Services <input type="checkbox"/>                           |

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

**PETITION FOR VOLUNTARY ANNEXATION**

Application #: \_\_\_\_\_

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

**COMPLETE IF SIGNED BY INDIVIDUALS:**

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

\_\_\_\_\_  
Please Print

\_\_\_\_\_  
Signature

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

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

\_\_\_\_\_  
Notary Public

SEAL

My Commission Expires: \_\_\_\_\_

**COMPLETE IF A CORPORATION:**

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this the 26 day of September, 2025.

Corporate Name Peak City Church

SEAL

By: [Signature]  
President (Signature)

Attest:  
[Signature]  
Secretary (Signature)

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Erin Marcum, a Notary Public for the above State and County,  
this the 26th day of September, 2025.

[Signature]  
Notary Public

SEAL

**ERIN MARCUM**  
**NOTARY PUBLIC**  
Wake County  
North Carolina  
My Commission Expires 11/19/25

My Commission Expires: November 19, 2025

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING  
Meeting Date: February 10, 2026

## Item Details

Presenter(s): Dianne Khin, Director

Department(s): Planning

### Requested Motion

Conduct a Public Hearing and possible motion to adopt an Ordinance on the Question of Annexation - Apex Town Council's intent to annex 3.502 acres, located at 7809 Secluded Acres (PIN 0723-71-6349), Annexation No. 818, into the Town Corporate limits.

### Approval Recommended?

Yes

### Item Details

The Town Clerk certifies the annexation petition is sufficient and the public hearing notice has been posted per the requirements in North Carolina General Statutes (NCGS).

This annexation request is not associated with a proposed or previously approved rezoning case.

## Attachments

- PH4-A1: Ordinance Annexation - Annexation No. 818 - Jainix LLC - 7809 Secluded Acres - 3.502
- PH4-A2: Public Hearing Notice - Annexation No. 818 - Jainix LLC - 7809 Secluded Acres - 3.502
- PH4-A3: Legal Description - Annexation No. 818 - Jainix LLC - 7809 Secluded Acres - 3.502
- PH4-A4: Aerial Map - Annexation No. 818 - Jainix LLC - 7809 Secluded Acres - 3.502
- PH4-A5: Plat Map - Annexation No. 818 - Jainix LLC - 7809 Secluded Acres - 3.502
- PH4-A6: Annexation Petition - Annexation No. 818 - Jainix LLC - 7809 Secluded Acres - 3.502





"The Peak of Good Living"

OFFICE OF THE TOWN CLERK

# TOWN OF APEX NORTH CAROLINA

## Media Contact:

Allen Coleman, Town Clerk to the Apex Town Council

## FOR IMMEDIATE RELEASE

### PUBLIC NOTICE – PUBLIC HEARING

APEX, N.C. (January 30, 2026) – The Town Council of Apex, North Carolina has scheduled a Public Hearing to be held at **6:00 p.m.** at Apex Town Hall, 73 Hunter Street, on the **10th day of February, 2026**, on the question of annexation of the following property requested by petition filed pursuant to G.S. 160A-31:

#### Annexation Petition No. 818

Jainix LLC

7809 Secluded Acres – 3.502 acres



*Continued on next page*



*"The Peak of Good Living"*

**OFFICE OF THE TOWN CLERK**

# TOWN OF APEX NORTH CAROLINA

## **PUBLIC NOTICE – PUBLIC HEARING**

Residents may submit written comments to the Town Council with attention marked to the Town Clerk Allen Coleman; P.O. Box 250; Apex, NC 27502 or by email at public [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org). Please use subject line "Annexation Petition No. 818" and include your first and last name, your address, and your phone number in your written statements. Written comments will be accepted until 3:00 PM on Tuesday, February 10, 2026.

Members of the public can access and view the meeting on the Town's YouTube Channel <https://www.youtube.com/c/TownofApexGov> or attend in-person.

Anyone needing special accommodations to attend this meeting and/or if this information is needed in an alternative format, please contact the Town Clerk's Office. The Town Clerk is located at 73 Hunter Street in Apex Town Hall on the 2<sup>nd</sup> Floor, (email) [allen.coleman@apexnc.org](mailto:allen.coleman@apexnc.org) or (phone) 919-249-1260. We request at least 48 hours' notice prior to the meeting to make the appropriate arrangements.

Questions should be directed to the Town Clerk's Office.

###

Annexation Legal Description

White Oak Township, WAKE County, North Carolina

Pin: 0723716349

Commencing at an ½” EIP located on the southern right of way line of Secluded Acres Road, a 60’ public right of way. Thence leaving said ½” EIP and running with the southern right of way line of Secluded Acres Road, a 60’ public right of way, S 86°59’51” W 151.55’ to a ½” EIP found disturbed, the **Point of Beginning**. Thence leaving said ½” EIP and running with the common property line of, now or formerly, Rajatavo and Rupa Maitra as recorded in Wake County Registry in deed book 018985 at page 021149, S 00°49’02” W 537.11’ to a ¼” EIR, having a grid coordinates of, N 731088.68’ E 2027756.75 bases on Nad 83/2011. Thence leaving said ¼” EIR and running with the common property line with, now of formerly, Hunter Sheridan Gray as recorded in said Registry in deed book 015738 at page 022, S 80°09’47” W 233.72’ to EIP with cap, having grid coordinates of, N 731049.06 E 2027526.31, based on Nad 83/2011. Thence leaving said EIP with cap and running with the eastern right of way line of Womble Road a 60’ private right of way, N 02°13’43” W 564.04’ to a ½” EIR on the southern right of way line of Secluded Acres Road, thence S 87°03’31” W 30.00’ to a calculated point in the center of Womble Drive road and being in the southern right of way of Secluded Acres Road, thence leaving said right of way line and running perpendicular to the northern right of way line N 02°13’43” W 60.00’ to a calculated point; thence along the northern right of way N 87°03’11” E 289.47’ to a computed point; thence S 02°56’49” E 60.00’ to the **Point of Beginning** containing 3.10+/- Acres in existing lot, pin:0723716349 and 0.40+/- Acres in right of way of Secluded Acres Road, for a total of 3.50+/- Acres total Annexation for Town of Apex Corporate Limits.







**PETITION FOR VOLUNTARY ANNEXATION**

Application #: 918

Submittal Date: Oct 28, 2025

**COMPLETE IF IN A LIMITED LIABILITY COMPANY**

In witness whereof, Jainix, LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 28th day of October, 2025

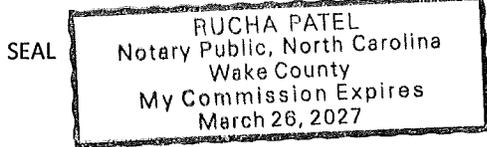
Name of Limited Liability Company Jainix, LLC

By: [Signature] Vipresh Bobby Jain  
Signature of Member/Manager

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, RUCHA PATEL a Notary Public for the above State and County, this the 28<sup>th</sup> day of October, 2025.

[Signature]  
Notary Public



My Commission Expires: March 26, 2027

**COMPLETE IF IN A PARTNERSHIP**

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

Name of Partnership \_\_\_\_\_

By: \_\_\_\_\_  
Signature of General Partner

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

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

\_\_\_\_\_  
Notary Public

SEAL

My Commission Expires: \_\_\_\_\_

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING  
Meeting Date: February 10, 2026

## Item Details

Presenter(s): Dianne Khin, Director

Department(s): Planning

### Requested Motion

Conduct a Public Hearing and possible motion to adopt an Ordinance on the Question of Annexation - Apex Town Council's intent to annex 3.803 acres, located at 2301 Apex Peakway (PIN 0742-71-8313), Annexation No. 820, into the Town Corporate limits.

### Approval Recommended?

Yes

### Item Details

The Town Clerk certifies the annexation petition is sufficient and the public hearing notice has been posted per the requirements in North Carolina General Statutes (NCGS).

This annexation request is not associated with a proposed or previously approved rezoning case.

### Attachments

- PH5-A1: Ordinance Annexation - Annexation No. 820 - 2301 Apex Peakway - 3.803 acres
- PH5-A2: Public Hearing Notice - Annexation No. 820 - 2301 Apex Peakway - 3.803 acres
- PH5-A3: Legal Description - Annexation No. 820 - 2301 Apex Peakway - 3.803 acres
- PH5-A4: Aerial Map - Annexation No. 820 - 2301 Apex Peakway - 3.803 acres
- PH5-A5: Plat Map - Annexation No. 820 - 2301 Apex Peakway - 3.803 acres
- PH5-A6: Annexation Petition - Annexation No. 820 - 2301 Apex Peakway - 3.803 acres





"The Peak of Good Living"

OFFICE OF THE TOWN CLERK

# TOWN OF APEX NORTH CAROLINA

**Media Contact:**

Allen Coleman, Town Clerk to the Apex Town Council

**FOR IMMEDIATE RELEASE**

**PUBLIC NOTICE – PUBLIC HEARING**

APEX, N.C. (January 30, 2026) – The Town Council of Apex, North Carolina has scheduled a Public Hearing to be held at **6:00 p.m.** at Apex Town Hall, 73 Hunter Street, on the **10th day of February, 2026**, on the question of annexation of the following property requested by petition filed pursuant to G.S. 160A-31:

**Annexation Petition No. 820  
2301 Apex Peakway – 3.803 acres**



*Continued on next page*



*"The Peak of Good Living"*

**OFFICE OF THE TOWN CLERK**

# TOWN OF APEX NORTH CAROLINA

## **PUBLIC NOTICE – PUBLIC HEARING**

Residents may submit written comments to the Town Council with attention marked to the Town Clerk Allen Coleman; P.O. Box 250; Apex, NC 27502 or by email at public [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org). Please use subject line "Annexation Petition No. 820" and include your first and last name, your address, and your phone number in your written statements. Written comments will be accepted until 3:00 PM on Tuesday, February 10, 2026.

Members of the public can access and view the meeting on the Town's YouTube Channel <https://www.youtube.com/c/TownofApexGov> or attend in-person.

Anyone needing special accommodations to attend this meeting and/or if this information is needed in an alternative format, please contact the Town Clerk's Office. The Town Clerk is located at 73 Hunter Street in Apex Town Hall on the 2<sup>nd</sup> Floor, (email) [allen.coleman@apexnc.org](mailto:allen.coleman@apexnc.org) or (phone) 919-249-1260. We request at least 48 hours' notice prior to the meeting to make the appropriate arrangements.

Questions should be directed to the Town Clerk's Office.

###

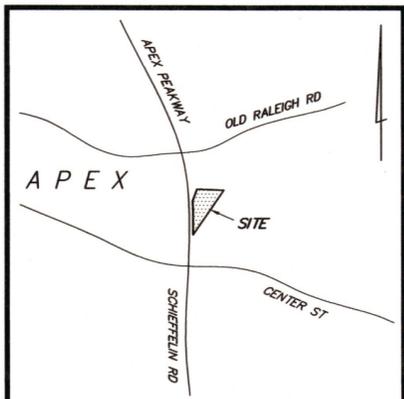
Smith & Smith Surveyors, P.A.  
P.O. Box 457  
Apex, N.C. 27502  
(919) 362-7111  
Firm License No. C-0155

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

BEGINNING at a point in the east line of Villages of Apex, Master Association, Inc. (D.B. 16666, Pg. 690), southwest corner of Ross Olive & Nancy Olive (D.B. 2003, Pg. 328); thence with Olive South  $87^{\circ} 12' 43''$  East, 412.73 feet to a point; thence South  $35^{\circ} 03' 57''$  West, 844.19 feet to a point, east right of way of Apex Peakway (90' public right of way ~ D.B. 9151, Pg. 1634); thence with east right of way of Apex Peakway a curve to the left North  $00^{\circ} 39' 47''$  West, 518.93 feet (chord), 4439.12 feet (radius) to a point; thence North  $22^{\circ} 17' 25''$  East, 207.66 feet to the BEGINNING, containing 3.803 total acres more or less.

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





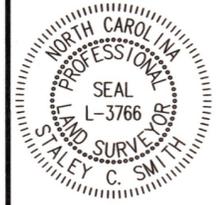
VICINITY MAP (NOT TO SCALE)

I, STALEY C. SMITH, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN AGRUAL SURVEY MADE UNDER MY SUPERVISION AS RECORDED IN:  
 D.B. 12885, PG. 1409  
 B.M. 2005, PG. 109

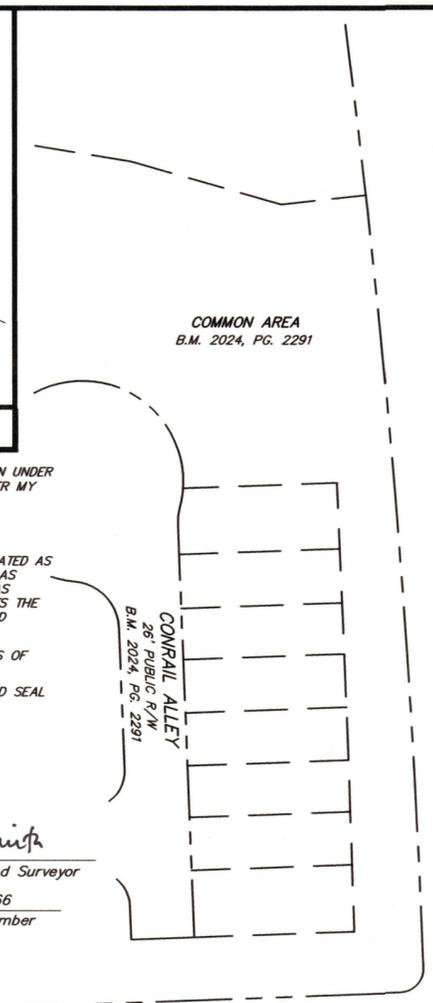
THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES AND WERE PLOTTED FROM INFORMATION AS REFERENCED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED WAS 1: N/A AND THAT THIS PLAT MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56 .1600)

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

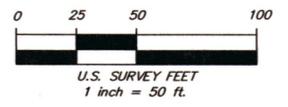
WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 5TH DAY OF JANUARY, A.D., 2026.



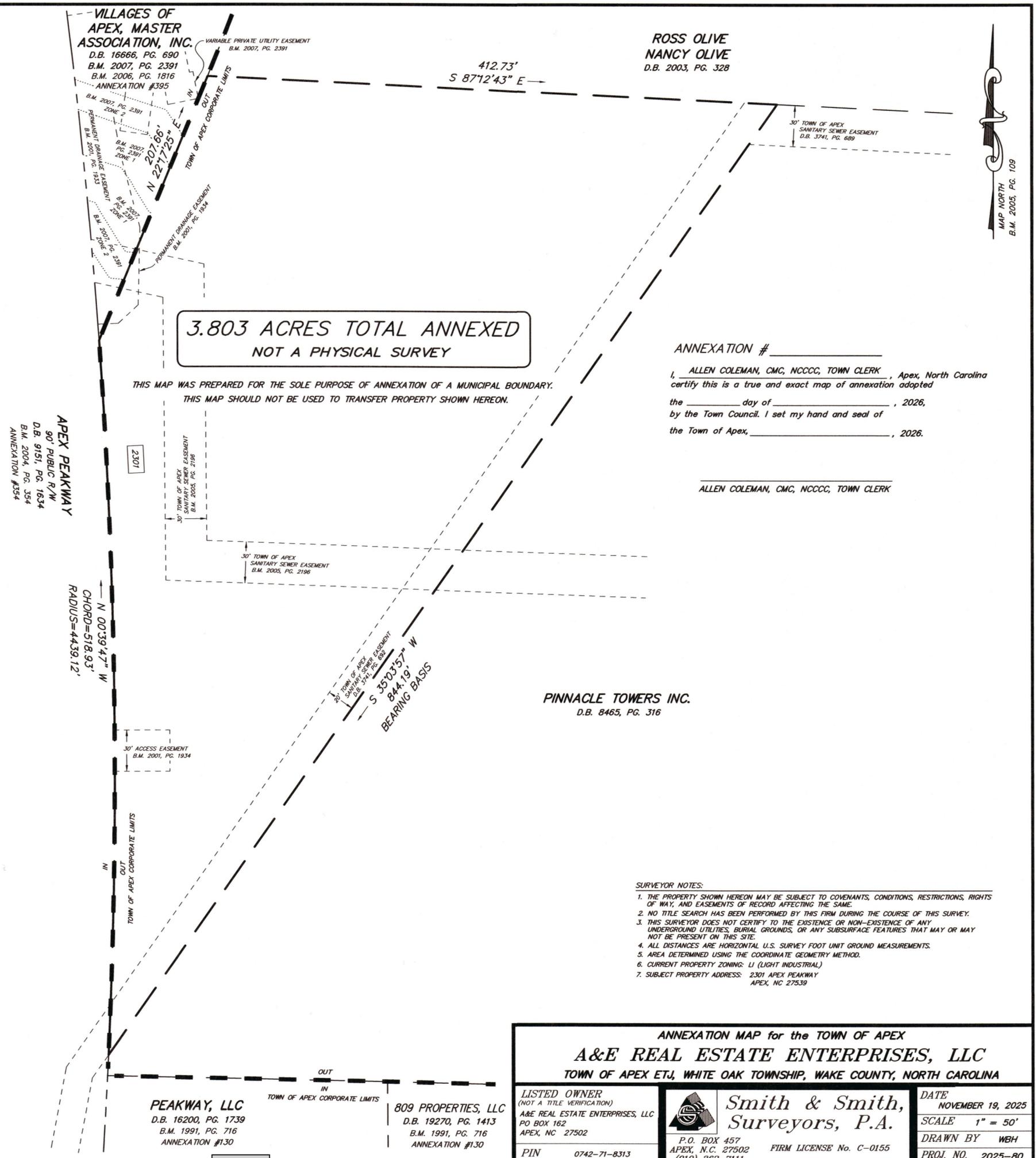
*Staley C. Smith*  
 Professional Land Surveyor  
 L-3766  
 License Number



OLD MILL VILLAGE DRIVE  
 70' PUBLIC R/W  
 B.M. 2006, PG. 1550



- Legend**
- R/W - Right Of Way
  - PIN - Parcel Identification Number
  - 2301 - Street Address (Typical)
  - Property Line (not surveyed)
  - Property Line (not surveyed)
  - Approximate Right Of Way Line (not surveyed)
  - Easement (not surveyed)
  - Existing Town of Apex Corporate Limits (not surveyed)



**3.803 ACRES TOTAL ANNEXED**  
 NOT A PHYSICAL SURVEY

THIS MAP WAS PREPARED FOR THE SOLE PURPOSE OF ANNEXATION OF A MUNICIPAL BOUNDARY.  
 THIS MAP SHOULD NOT BE USED TO TRANSFER PROPERTY SHOWN HEREON.

ROSS OLIVE  
 NANCY OLIVE  
 D.B. 2003, PG. 328

ANNEXATION # \_\_\_\_\_

I, ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK, Apex, North Carolina certify this is a true and exact map of annexation adopted the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the Town Council. I set my hand and seal of the Town of Apex, \_\_\_\_\_, 2026.

ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK

PINNACLE TOWERS INC.  
 D.B. 8465, PG. 316

PEAKWAY, LLC  
 D.B. 16200, PG. 1739  
 B.M. 1991, PG. 716  
 ANNEXATION #130

809 PROPERTIES, LLC  
 D.B. 19270, PG. 1413  
 B.M. 1991, PG. 716  
 ANNEXATION #130

LISTED OWNER  
 (NOT A TITLE VERIFICATION)  
 A&E REAL ESTATE ENTERPRISES, LLC  
 PO BOX 162  
 APEX, NC 27502  
 PIN 0742-71-8313

**Smith & Smith, Surveyors, P.A.**  
 P.O. BOX 457  
 APEX, N.C. 27502  
 (919) 362-7111  
 FIRM LICENSE No. C-0155

DATE NOVEMBER 19, 2025  
 SCALE 1" = 50'  
 DRAWN BY WEB  
 PROJ. NO. 2025-80

# PETITION FOR VOLUNTARY ANNEXATION

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

Application #: 820  
 Fee Paid \$                     

Submittal Date: 11-19-2025  
 Check # CC

## TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

## OWNER INFORMATION

\* A&E REAL ESTATE ENTERPRISES, LLC DB 12885 PG 1409  
 Owner Name (Please Print) Property PIN or Deed Book & Page #  
 \* 919-422-4353 \* John@EmpireContractorsInc.com  
 Phone E-mail Address

Owner Name (Please Print) Property PIN or Deed Book & Page #

Phone E-mail Address

Owner Name (Please Print) Property PIN or Deed Book & Page #

Phone E-mail Address

## SURVEYOR INFORMATION

Surveyor: SMITH & SMITH SURVEYORS  
 Phone: 919-302-7111 Fax: N/A  
 E-mail Address: ben@smithandsmithsurveyors.net

## ANNEXATION SUMMARY CHART

| Property Information                          | Reason(s) for annexation (select all that apply)                         |
|-----------------------------------------------|--------------------------------------------------------------------------|
| Total Acreage to be annexed: <u>3.803 ac.</u> | Need water service due to well failure <input type="checkbox"/>          |
| Population of acreage to be annexed: <u>0</u> | Need sewer service due to septic system failure <input type="checkbox"/> |
| Existing # of housing units: <u>0</u>         | Water service (new construction) <input checked="" type="checkbox"/>     |
| Proposed # of housing units: <u>0</u>         | Sewer service (new construction) <input checked="" type="checkbox"/>     |
| Zoning District*: <u>L1</u>                   | Receive Town Services <input type="checkbox"/>                           |

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

**PETITION FOR VOLUNTARY ANNEXATION**

Application #: \_\_\_\_\_

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

**COMPLETE IF SIGNED BY INDIVIDUALS:**

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

\_\_\_\_\_  
Please Print

\_\_\_\_\_  
Signature

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

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

\_\_\_\_\_  
Notary Public

SEAL

My Commission Expires: \_\_\_\_\_

**COMPLETE IF A CORPORATION:**

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

Corporate Name \_\_\_\_\_

SEAL

By: \_\_\_\_\_

Attest:

President (Signature)

\_\_\_\_\_  
Secretary (Signature)

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

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

\_\_\_\_\_  
Notary Public

SEAL

My Commission Expires: \_\_\_\_\_

PETITION FOR VOLUNTARY ANNEXATION

Application #: 820

Submittal Date: 11-19-2025

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, A&E REAL ESTATE ENTERPRISES, LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 19<sup>TH</sup> day of NOVEMBER, 20 25.

Name of Limited Liability Company A&E REAL ESTATE ENTERPRISES, LLC



By:

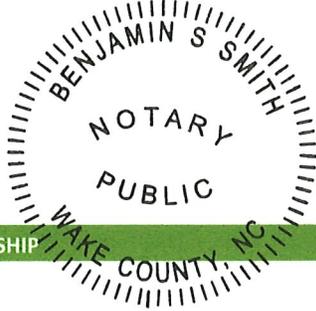
[Signature], President  
Signature of Member/Manager

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, BENJAMIN S. SMITH, a Notary Public for the above State and County, this the 19<sup>TH</sup> day of NOVEMBER, 20 25.

[Signature]  
Notary Public

SEAL



My Commission Expires: 10/10/2030

COMPLETE IF IN A PARTNERSHIP

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

Name of Partnership \_\_\_\_\_

By:

\_\_\_\_\_  
Signature of General Partner

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

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

\_\_\_\_\_  
Notary Public

SEAL

My Commission Expires: \_\_\_\_\_

# VOLUNTARY ANNEXATION-PLAT CHECKLIST

## FOR APPLICANT USE ONLY

**PLEASE DO NOT INCLUDE THIS CHECKLIST WITH YOUR APPLICATION SUBMITTAL**

| COMMON ACRONYMS/DEFINITIONS    |                            |                             |                                               |
|--------------------------------|----------------------------|-----------------------------|-----------------------------------------------|
| <a href="#">GeoCivix (IDT)</a> | Electronic Plan Review     | <a href="#">UDO</a>         | Town's Unified Development Ordinance          |
| TOA                            | Town of Apex               | NCDEQ                       | North Carolina Dept. of Environmental Quality |
| RCA                            | Resource Conservation Area | <a href="#">DDM</a>         | Design & Development Manual                   |
| CONTACT INFORMATION            |                            |                             |                                               |
| Planning Department            | (919) 249-3426             | Water Resources (Utilities) | (919) 372-7478                                |
| Development Services           | (919) 249-3394             | Clerk's Office              | (919) 249-1260                                |

| #  | REQUIRED PLAT ITEMS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | The exact boundary lines of the area to be annexed fully dimensioned by lengths and bearings, and the location of intersecting boundary lines of existing town limits, labeled and distinctly marked. Include full right-of-way if the area on both sides is or will be in the corporate limits.                                                                                                                                                                                                                                                        |
| 2  | Show and label any utility easements with metes and bounds.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 3  | Accurate locations and descriptions of all monuments, markers, and control points.                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 4  | Ultimate right-of-way widths on all streets.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 5  | Entitle "ANNEXATION MAP for the TOWN OF APEX" or "SATELLITE ANNEXATION MAP for the TOWN OF APEX", as appropriate.                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 6  | Name of property owner.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 7  | Name, seal, and registration of Professionally Licensed Surveyor (PLS).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 8  | Date of the survey and map preparation; a north arrow indicating whether the index is true magnetic North Carolina grid (NAD 83 of NAD 27) or deed; graphic scale; and declination.                                                                                                                                                                                                                                                                                                                                                                     |
| 9  | Names of the township, county, and state.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 10 | A detailed vicinity map.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 11 | Include address of property if assigned.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 12 | Show all contiguous or non-contiguous town limits.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 13 | <p>The following certification must be placed on the map near a border to allow the map to be sealed:</p> <p>Annexation # _____</p> <p>I, Allen Coleman, CMC, NCCCC, Town Clerk, Apex, North Carolina certify this a true and exact map of annexation adopted the _____ day of _____, 20____, by the Town Council. I set my hand and seal of the Town of Apex, _____.</p> <p style="text-align: center;">Day/Month/Year</p> <p style="text-align: right;">_____<br/>Allen Coleman, CMC, NCCCC, Town Clerk</p> <p style="text-align: center;">-Seal-</p> |
| 14 | Leave 2 inch by 2 inch space for the Wake County or Chatham County Register of Deeds stamp on the plat. All final plats must be stamped and signed before they can be accepted by the Town.                                                                                                                                                                                                                                                                                                                                                             |

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING  
Meeting Date: February 10, 2026

## Item Details

Presenter(s): Jessica Hoffman, Director  
Department(s): Budget and Performance Management

### Requested Motion

**This item was continued at the January 27, 2026, Electronic Town Council Meeting.**

Public Hearing to receive resident input regarding the formulation of the Fiscal Year 2026-2027 Annual Operating Budget. No official action is expected.

### Approval Recommended?

Yes

### Item Details

It has been the custom of the Apex Town Council to hold a Public Hearing in advance of the preparation of the proposed Annual Budget so that comments and suggestions of citizens can be considered while the budget document is formulated.

The Pre-Budget Hearing has been advertised on the Town's website, social media, and inside Town Hall.

Any written comments received by USPS or through the advertised special email address, [annual.budget@apexnc.org](mailto:annual.budget@apexnc.org), will be forwarded to Town Council.

Written comments should be mailed to:

Apex Town Clerk  
Post Office Box 250  
Apex, NC 27502

All comments should include your first and last name, physical address, phone number, email address, and state that the comments are directly related to the Town of Apex Fiscal Year 2026-2027 Annual Operating Budget.

Attachments

- PH6-A1: Public Notice - Fiscal Year 2026-2027 Annual Operating Budget - First Budget Public Hearing - Scheduled for January 27, 2026





*"The Peak of Good Living"*

**OFFICE OF THE TOWN CLERK**

## TOWN OF APEX NORTH CAROLINA

### **Media Contact:**

Allen Coleman, Town Clerk to the Apex Town Council  
**FOR IMMEDIATE RELEASE**

### **CONTINUED – PUBLIC NOTICE – PUBLIC HEARING**

APEX, N.C. (January 30, 2026) – The Apex Town Council provides notice of a Public Hearing during its regularly scheduled Town Council Meeting on **Tuesday, February 10, 2026 at 6:00 PM** to receive input on the town's annual operating budget for fiscal year 2026-2027. This meeting will be held at the Apex Town Hall located at 73 Hunter Street in Apex, North Carolina. **CLERK NOTE:** During the Electronic Meeting on Tuesday, January 27, 2026, the Apex Town Council unanimously voted (5-0) to continue this public hearing until February 10, 2026.

Residents may submit written comments to the Town Council with attention marked to the Town Clerk Allen Coleman; P.O. Box 250; Apex, NC 27502 or by email at [annual.budget@apexnc.org](mailto:annual.budget@apexnc.org). Please use subject line "FY26-27 Budget - Public Comment" and include your first and last name, your address, and your phone number in your written statements. Written comments will be accepted until 3:00 PM on Tuesday, February 10, 2026.

**Clerk Note:** This is the first of two budget public hearings offered through the Annual Budget development process. The second budget public hearing is scheduled for May 28, 2026.

Members of the public can access and view the meeting on the Town's YouTube Channel <https://www.youtube.com/c/TownofApexGov> or attend in-person.

Anyone needing special accommodations to attend this meeting and/or if this information is needed in an alternative format, please contact the Town Clerk's Office. The Town Clerk is located at 73 Hunter Street in Apex Town Hall on the 2<sup>nd</sup> Floor, (email) [allen.coleman@apexnc.org](mailto:allen.coleman@apexnc.org) or (phone) 919-249-1260. We request at least 48 hours' notice prior to the meeting to make the appropriate arrangements.

For more information, please contact the Town Clerk's Office at 919-249-1260.

###

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING  
Meeting Date: February 10, 2026

## Item Details

Presenter(s): Jon Griffin, Director

Department(s): Finance

### Requested Motion

**This item was continued at the January 27, 2026, Electronic Town Council Meeting.**

Public Hearing and possible motion to approve amendments to the Town's general service scheduled for electricity that impact time of use rate availability.

### Approval Recommended?

Yes

### Item Details

The Town of Apex currently offers a limited subset of customers access to a program that allows customers to pay varied rates throughout the day, with the intention to offer a financial incentive to shift electric use to off-peak hours. The Town purchases power wholesale via NCEMPA from Duke Energy with the costs driven by on-peak consumption. The time of use program is currently closed to new enrollees, but it is intended to re-open at a future date once the Town has completed its current metering upgrade project.

As the Town has worked through replacing its current billing system and revitalizing its metering infrastructure, staff have identified a small gap in the written language on its Time-of-Use service documents. The Time of Use service incentivizes cost savings by encouraging customers to vary their power usage throughout the day, however there are a small subset of customers signed up who cannot adjust their usage of power, e.g. service boxes operated by telecommunications companies that use a fixed set of power constantly.

The current riders as written, provide the variable rate even if the customer cannot change their use, and this provides an implicit financial subsidy to those customers. The proposed language amendment removes this option as the Town moves towards re-opening the program.

## Attachments

- PH7-A1: Public Hearing Notice - General Service Schedules for Electricity - Time of Use Rate Availability
- PH7-A2: Large General Service TOU Electric Rate Rider with Changes Tracked
- PH7-A3: Medium General Service TOU Electric Rate Rider with Changes Tracked
- PH7-A4: Small General Service TOU Electric Rate Rider with Changes Tracked
- PH7-A5: TOA PowerPoint - Electric Service Riders Hearing





"The Peak of Good Living"

OFFICE OF THE TOWN CLERK

# TOWN OF APEX NORTH CAROLINA

**Media Contact:**

Allen Coleman, Town Clerk to the Apex Town Council

**FOR IMMEDIATE RELEASE**

**CONTINUED - PUBLIC HEARING NOTICE**

APEX, N.C. (January 30, 2026) - The Apex Town Council provides notice of a Public Hearing during its regularly scheduled meeting on **Tuesday, February 10, 2026** to receive input on the Electric Utilities Department Time of Use (TOU) rate structure and administration of the program. The meeting will begin at **6:00 p.m.** and be held on the **2nd Floor Council Chambers at Apex Town Hall** located at 73 Hunter Street in Apex, North Carolina. **CLERK NOTE:** During the Electronic Meeting on Tuesday, January 27, 2026, the Apex Town Council unanimously voted (5-0) to continue this public hearing until February 10, 2026.

Pursuant to North Carolina General Statutes (NCGS) § 160A-314(a), the Town may establish and revise from time to time schedules of rents, rates, fees, charges, and penalties for the use of or the services furnished or to be furnished by any public enterprise. Schedules of rents, rates, fees, charges, and penalties may vary according to classes of service, and different schedules may be adopted for services provided outside the corporate limits of the Town.

Pursuant to North Carolina General Statutes (NCGS) § 160A-314(b), before the Town may revise a schedule of rates, fees, charges, or penalties, the Town Council shall hold a public hearing on the matter.

The proposed changes are necessary as the Town works to re-open the Time of Use (TOU) rate program. While some existing customers are enrolled in the Time of Use (TOU) rate program, this option is currently unavailable for new enrollment.

| Type                       | Monthly Rate | Energy Charges                                                       |
|----------------------------|--------------|----------------------------------------------------------------------|
| Small General Service TOU  | \$33.00      | All On Peak kWh - \$0.2396/kWh<br>All Off Peak kWh - \$0.0648/kWh    |
| Medium General Service TOU | \$95.00      | All kWh - \$0.0864/kWh<br>Demand Charges All On Peak kW - \$14.33/kW |
| Large General Service TOU  | \$185.00     | All kWh - \$0.0728/kWh<br>Demand Charges All On Peak kW - \$14.91/kW |

**CONTINUED ON NEXT PAGE**



"The Peak of Good Living"

OFFICE OF THE TOWN CLERK

# TOWN OF APEX NORTH CAROLINA

## PUBLIC HEARING NOTICE CONTINUED

The Town of Apex Electric Time of Use Rate Schedule with the proposed changes, including the Peak and Off Peak times, are on file in the Office of the Town Clerk. The Town Clerk is located at 73 Hunter Street in Apex Town Hall on the 2<sup>nd</sup> Floor during normal business hours of 8:00 a.m. until 5:00 p.m. Monday through Friday.

Changes in the proposed availability language are denoted in **RED** in the chart below.

| Type                       | Proposed Availability Language                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Small General Service TOU  | This schedule is available on a voluntary basis to any non-residential customer whose monthly demand is less than 20 kW, <b>and whose load can be varied. Customers that do not have the ability to vary their power consumption i.e. single continuous loads such as telecommunications boxes, are not eligible for this rate.</b> Should demand usage equal or exceed 20 kW during any three consecutive months, the Town may require service under the Medium General Service rate schedule or General Medium TOU rate schedule. |
| Medium General Service TOU | This schedule is available on a voluntary basis to any non-residential customer whose demand usage equals or is greater than 20 kW but less than 300 kW for at least three consecutive billing periods within the last twelve months, <b>and whose load can be varied. Customers that do not have the ability to vary their power consumption i.e. single continuous loads such as telecommunications boxes, are not eligible for this rate.</b>                                                                                    |
| Large General Service TOU  | This schedule is available on a voluntary basis to any non-residential customer whose demand usage has exceeded 300 kW for at least three consecutive billing periods within the last twelve months, <b>and whose load can be varied. Customers that do not have the ability to vary their power consumption i.e. single continuous loads such as telecommunications boxes, are not eligible for this rate.</b>                                                                                                                     |

**CONTINUED ON NEXT PAGE**



*"The Peak of Good Living"*

**OFFICE OF THE TOWN CLERK**

# TOWN OF APEX NORTH CAROLINA

## **PUBLIC HEARING NOTICE CONTINUED**

Residents may submit written comments regarding this matter with attention marked to the Town Clerk Allen Coleman; P.O. Box 250, Apex, North Carolina 27502 or by email at [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org). Please use the subject line "Electric TOU Rates" and include your first and last name, your address, and your phone number in your written statements. Written comments will be accepted until 3:00 p.m. on Tuesday, February 10, 2026.

Members of the public can access and view the meeting on the Town's YouTube Channel <https://www.youtube.com/c/TownofApexGov> or attend in-person.

Anyone needing special accommodations to attend this meeting and/or if this information is needed in an alternative format, please contact the Town Clerk's Office. The Town Clerk is located at 73 Hunter Street in Apex Town Hall on the 2<sup>nd</sup> Floor, (email) [allen.coleman@apexnc.org](mailto:allen.coleman@apexnc.org) or (phone) 919-249-1260. We request at least 48 hours' notice prior to the meeting to make the appropriate arrangements.

Questions should be directed to the Office of the Town Clerk.

###

**TOWN OF APEX  
ELECTRIC RATE SCHEDULE**

**LARGE GENERAL SERVICE – TIME OF USE**

**While some existing customers are enrolled in the Time of Use (TOU) rate program, this option is currently unavailable for new enrollment.**

***AVAILABILITY***

This schedule is available on a voluntary basis to any non-residential customer whose demand usage has exceeded 300 kW for at least three consecutive billing periods within the last twelve months, and whose load can be varied. Customers that do not have the ability to vary their power consumption i.e. single continuous loads such as telecommunications boxes, are not eligible for this rate.

***TYPE OF SERVICE***

Delivery of service under this schedule shall be to the customer's premises at one point of delivery through one meter.

***MONTHLY RATE***

|                                 |              |
|---------------------------------|--------------|
| Customer Charge                 | \$185.00     |
| Energy Charges – All kWh        | \$0.0728/kWh |
| Demand Charges – All On-Peak kW | \$14.91/kW   |

***DETERMINATION OF ENERGY***

The kWh of energy shall be the difference between the current month's watt-hour meter reading and the previous month's watt-hour meter reading.

***DETERMINATION OF ON-PEAK BILLING DEMAND***

The on-peak demand for billing purposes each month shall be the maximum kW demand registered or computed by or from the Town's metering facilities during any 15-minute interval within peak hours of the billing month. The peak hours are the hours falling within the time windows every Monday through Friday (excluding the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day ), listed by the month below:

|                     |                                         |
|---------------------|-----------------------------------------|
| October – November  | 7:00 am - 10:00 am<br>4:00 pm - 8:00 pm |
| December – February | 7:00 am - 9:00 am                       |
| March – May         | 7:00 am - 9:00 am<br>4:00 pm - 8:00 pm  |

June – September

2:00 pm - 6:00 pm

**PAYMENT**

All bills are due and payable upon receipt. Billing dates are the 1<sup>st</sup> and 15<sup>th</sup> of the month. Bills are considered past due and delinquent 18 days after the billing date and shall be subject to a late payment charge of 1% of the unpaid balance amount if not paid by 10:00 am on the 19<sup>th</sup> day after the billing date. In addition, if any bills are not paid within 30 days of the billing date, the Town has the right to suspend service in accordance with its service policies.

**SALES TAX**

North Carolina sales tax of 7% will be applied to the above rates.

| *Effective* \_\_\_\_\_

**TOWN OF APEX  
ELECTRIC RATE SCHEDULE**

**MEDIUM GENERAL SERVICE - TIME OF USE**

**While some existing customers are enrolled in the Time of Use (TOU) rate program, this option is currently unavailable for new enrollment.**

***AVAILABILITY***

This schedule is available on a voluntary basis to any non-residential customer whose demand usage equals or is greater than 20 kW but less than 300 kW for at least three consecutive billing periods within the last twelve months, and whose load can be varied. Customers that do not have the ability to vary their power consumption i.e. single continuous loads such as telecommunications boxes, are not eligible for this rate.

***TYPE OF SERVICE***

Delivery of service under this schedule shall be to the customer's premises at one point of delivery through one meter.

***MONTHLY RATE***

|                                 |              |
|---------------------------------|--------------|
| Customer Charge                 | \$95.00      |
| Energy Charges – all kWh        | \$0.0864/kWh |
| Demand Charges – all On Peak kW | \$14.33/kW   |

***DETERMINATION OF ENERGY***

The kWh of energy shall be the difference between the current month's watt-hour meter reading and the previous month's watt-hour meter reading.

***DETERMINATION OF ON-PEAK BILLING DEMAND***

The on-peak demand for billing purposes each month shall be the maximum kW demand registered or computed by or from the Town's metering facilities during any 15 minute interval within the peak hours of the billing month. The peak hours are the hours falling within the time windows every Monday through Friday (excluding the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day), listed by the month below:

|                     |                                         |
|---------------------|-----------------------------------------|
| October – November  | 7:00 am – 10:00 am<br>4:00 pm – 8:00 pm |
| December – February | 7:00 am – 9:00 am                       |
| March – May         | 7:00 am – 9:00 am<br>4:00 pm – 8:00 pm  |
| June – September    | 2:00 pm – 6:00 pm                       |

**PAYMENT**

All bills are due and payable upon receipt. Billing dates are the 1<sup>st</sup> and 15<sup>th</sup> of the month. Bills are considered past due and delinquent 18 days after the billing date and shall be subject to a late payment charge of 1% of the unpaid balance amount if not paid by 10:00 am on the 19<sup>th</sup> day after the billing date. In addition, if any bills are not paid within 30 days of the billing date, the Town has the right to suspend service in accordance with its service policies.

**SALES TAX**

North Carolina sales tax of 7% will be applied to the above rates.

| *Effective* \_\_\_\_\_

**TOWN OF APEX  
ELECTRIC RATE SCHEDULE**

**SMALL GENERAL SERVICE TOU**

**While some existing customers are enrolled in the Time of Use (TOU) rate program, this option is currently unavailable for new enrollment.**

**AVAILABILITY**

This schedule is available on a voluntary basis to any non-residential customer whose monthly demand is less than 20 kW, and whose load can be varied. Customers that do not have the ability to vary their power consumption i.e. single continuous loads such as telecommunications boxes, are not eligible for this rate. Should demand usage equal or exceed 20 kW during any three consecutive months, the Town may require service under the Medium General Service rate schedule or General Medium TOU rate schedule.

**TYPE OF SERVICE**

Delivery of service under this schedule shall be to the customer's premises at one point of delivery through one meter.

**MONTHLY RATE**

|                  |                   |
|------------------|-------------------|
| Customer Charge  | \$33.00 per month |
| Energy Charges   |                   |
| All On Peak kWh  | \$0.2396/kWh      |
| All Off Peak kWh | \$0.0648/kWh      |

**DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS**

**A. On-Peak Hours**

The on-peak hours occur Monday-Friday at the following times:

|                           |                                         |
|---------------------------|-----------------------------------------|
| January 1 to March 31     | 6:00 am to 9:00 am                      |
| April 1 to April 15       | 6:00 am to 9:00 am & 1:00 pm to 6:00 pm |
| April 16 to September 30  | 1:00 pm to 6:00 pm                      |
| October 1 to October 15   | 6:00 am to 9:00 am & 1:00 pm to 6:00 pm |
| October 16 to December 31 | 6:00 am to 9:00 am                      |

**B. Off-Peak Hours**

The off-peak hours in any month are defined as all hours not specified as on-peak hours above. In addition, the following holidays will be considered off-peak: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day plus the day after and Christmas Day. When one of these holidays falls on a Saturday, the Friday before will be considered off-peak; when the holiday falls on a Sunday, the following Monday will be considered off-peak.

**MINIMUM BILL**

The Minimum monthly charge shall be the Customer Charge.

**TERMS OF CONTRACT**

Customer's initial term of service shall be 1 year.

**PAYMENT**

All bills are due and payable upon receipt. Billing dates are the 1<sup>st</sup> and 15<sup>th</sup> of the month. Bills are considered past due and delinquent 18 days after the billing date and shall be subject to a late payment charge of 1% of the unpaid balance amount if not paid by 10:00 am on the 19<sup>th</sup> day after the billing date. In addition, if any bills are not paid within 30 days of the billing date, the Town has the right to suspend service in accordance with its service policies.

**SALES TAX**

Current North Carolina Utilities Sales Tax of 7% will be applied to the above rates.

| *Effective* \_\_\_\_\_



1-27-2026

# Electric Rate Service Riders Public Hearing on Modification



# Time of Use Program

- Billing policy where one rate is paid for usage during peak hours and another is paid during off-peak hours.
  - Goal: reduce Town-wide costs by incentivizing customers
- Currently closed to new enrollees while we complete replacing electric meters and building out replacement billing system
- Review of accounts/usage data determined gap in Time-of-Use policy

## Illustrative Example

- 100 commercial/business customers impacted (approximate) – all with continuous usage
- Impacted Customer:
  - 6 Month Period: Average Daily Usage – 172 – 183 KWH.
  - 6 Month Period Total – btwn 5,300 KWH and 5,400 KWH per month
- Comparison: Commercial Business on TOU
  - 6 Month Period: Average Daily Usage – 50 – 115 KWH
  - 6 Month Period Total – btwn 1,500 and 3,450 KWH per month

# Time of Use Program

- Time of Use Riders:
  - Residential TOU Rider (no changes proposed)
  - Small General Service TOU Rider (changes proposed)

#### **AVAILABILITY**

This schedule is available on a voluntary basis to any non-residential customer whose monthly demand is less than 20 kW, and whose load can be varied. Customers that do not have the ability to vary their power consumption i.e. single continuous loads such as telecommunications boxes, are not eligible for this rate. Should demand usage equal or exceed 20 kW during any three consecutive months, the Town may require service under the Medium General Service rate schedule or General Medium TOU rate schedule.

- Medium General Service TOU Rider (changes proposed)

#### **AVAILABILITY**

This schedule is available on a voluntary basis to any non-residential customer whose demand usage equals or is greater than 20 kW but less than 300 kW for at least three consecutive billing periods within the last twelve months, and whose load can be varied. Customers that do not have the ability to vary their power consumption i.e. single continuous loads such as telecommunications boxes, are not eligible for this rate.

- Large General Service TOU Rider (changes proposed)

#### **AVAILABILITY**

This schedule is available on a voluntary basis to any non-residential customer whose demand usage has exceeded 300 kW for at least three consecutive billing periods within the last twelve months, and whose load can be varied. Customers that do not have the ability to vary their power consumption i.e. single continuous loads such as telecommunications boxes, are not eligible for this rate.

## Recommended motion

- Policy currently provides a lower rate for customers who cannot adjust their power usage
- Inconsistent with spirit of Time-of-Use as policy
- Motion to approve modified service riders

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING  
Meeting Date: February 10, 2026

## Item Details

Presenter(s): Joshua Killian, Planner II

Department(s): Planning

### Requested Motion

**This item was continued from the January 27, 2026, Electronic Town Council meeting.**

Public hearing and possible motion concerning Rezoning No. 25CZ17 0 Smith Rd. The applicant, Sadik Bourousse, seeks to rezone approximately 5.33 acres from Rural Residential (RR) to Medium Density-Conditional Zoning (MD-CZ) at 0 Smith Rd.

### Approval Recommended?

The Planning Department recommends approval.

The Planning Board held a Public Hearing on January 12, 2026 and unanimously voted to recommend approval of the rezoning.

### Item Details

The property to be rezoned is identified as PIN 0751409074.

### Attachments

- PH8-A1: Staff Report - Rezoning Case No. 25CZ17 - 0 Smith Rd
- PH8-A2: Planning Board Report to Town Council - Rezoning Case No. 25CZ17 - 0 Smith Rd



# STAFF REPORT

Rezoning #25CZ17 0 Smith Rd

February 10, 2026 Town Council Meeting



All property owners, tenants, and neighborhood associations within 500 feet of this rezoning have been notified per UDO Sec. 2.2.11 *Public Notification*.

## **BACKGROUND INFORMATION:**

**Location:** 0 Smith Road  
**Applicant:** Vimb LLC

## **PROJECT DESCRIPTION:**

**Acreage:** ± 5.33 acres  
**PIN:** 0751409074  
**Current Zoning:** Rural Residential (RR)  
**Proposed Zoning:** Medium Density Residential-Conditional Zoning (MD-CZ)  
**2045 Land Use Map:** Medium Density Residential  
**Town Limits:** ETJ

## **Adjacent Zoning & Land Uses:**

|               | <b>Zoning</b>                                                   | <b>Land Use</b>                             |
|---------------|-----------------------------------------------------------------|---------------------------------------------|
| <b>North:</b> | Rural Residential (RR)                                          | Vacant<br>(closed Sorrell Landfill)         |
| <b>South:</b> | Rural Residential (RR)                                          | Single-family residential;<br>Cemetery      |
| <b>East:</b>  | Rural Residential (RR)                                          | Single-family residential;                  |
| <b>West:</b>  | Planned Unit Development-Conditional Zoning<br>(PUD-CZ #18CZ04) | Single-family residential (Horton Park PUD) |

## **Existing Conditions:**

The property to be rezoned is fully wooded with mature trees on the northern half of the parcel. The southern half of the parcel was an open field until 2006 when the current tree stand began to fill the remainder of the parcel. No water features are known to exist on this parcel.

## **Neighborhood Meeting:**

The applicant conducted two neighborhood meetings on September 29 and December 16, 2025. Both neighborhood meeting reports are attached.

## **WCPSS Coordination:**

A Letter of Impact from Wake County Public School System (WCPSS) was received for this rezoning and is included in the staff report packet. WCPSS indicated that schools at all grade levels within the current assignment area for the proposed rezoning are anticipated to have sufficient capacity for future students.

## **2045 Land Use Map:**

The 2045 Land Use Map classifies the subject properties as Medium Density Residential. The proposed rezoning to Medium Density Residential-Conditional Zoning (MD-CZ) is consistent with that land use classification.

## **Housing Staff Recommendation:**

Consistent with the Town's Affordable Housing Incentive Zoning Policy, the proposed 0 Smith Rd project with 17 units was recommended to designate 10% (2) of the total units towards affordability.



The applicant has offered the following zoning condition in response to the Town of Apex Affordable Housing Incentive Zoning Policy:

- 10) A minimum of ten percent (10%) of the total units shall be designated as affordable housing units. These units shall be for sale units and shall be indistinguishable from the market units. If the affordable units calculation results in a fraction between 0.50 and 0.99, the number of affordable units shall be rounded up to the nearest whole number. If the calculation results in a fraction between 0.01 and 0.49, the number of affordable units shall be rounded down to the nearest whole number. The affordable units shall be subject to the following terms and conditions:
  - a. The affordable units shall be occupied by low-income households earning no more than one-hundred and twenty percent (120%) of the Raleigh, NC Metropolitan Statistical Area (MSA) Area Median Income, adjusted for family size, as most recently published by the U.S. Department of Housing and Urban Development (HUD)(the “AMI”) for a period of twenty (20) years starting from the date of issuance of the first residential Certificate of Occupancy (the “Affordability Period”).
  - b. Following expiration of the Affordability Period, this affordable housing condition shall expire, the property owner shall be relieved of all obligations set forth in this affordable housing condition, and the affordable units may be freely marketed and leased at market-rate rents.

**Proximity to Sorrell Landfill:**

This property is adjacent to the Sorrell Landfill that closed in 1994. At the time of the Horton Park Planned Unit Development rezoning in 2017, staff were unaware of North Carolina Department of Environmental Quality (NCDEQ) concerns regarding residential development adjacent to the landfill properties. Staff made Vimb LLC (“the applicant”) and Patrick Kiernan, Jones and Cnossen (“authorized agent”) of Rezoning Case #25CZ17 aware of the concerns and requested coordination between the agent and NCDEQ. The agent provided zoning conditions specific to NCDEQ concerns after a meeting between the two parties on November 14, 2025. The zoning conditions offered are as follows:

- The perimeter landscape buffer along the northern property line shall be a 50’ Type A buffer. All other perimeter buffers shall adhere to the widths and types that are established in UDO Sec. 8.2.6.
- All homes shall be designed and constructed with a permanently installed methane monitoring device. HOA covenants shall include a requirement that homeowners will maintain the methane monitoring device to ensure effective operation.
- All homes shall be designed and constructed with a methane-resistant vapor barrier installed beneath the concrete slab or crawlspace. For homes constructed on slab foundations, a sub-slab ventilation system (passive or active) shall also be installed. Installation of the vapor barrier shall be documented by the builder and made available for inspection upon request by Town staff.
- A note shall be included in the Master Subdivision Final Plat that summarizes the methane mitigation practices required for all residential lots within the development.

In response to the zoning conditions offered by the applicant, NCDEQ Solid Waste Section Chief, Jason M. Watkins, CPM provided the following response:

“Per your [Joshua Killian] conversations with Jackie Drummond [Jaclynne Drummond, Hydrogeologist, NCDEQ Division of Waste Management], I am providing acknowledgement that we met and discussed with Patrick Kiernan the proposed zoning conditions for the 0 Smith Rd project as they pertain to the areas directly adjacent to the closed Sorrell Landfill. Patrick provided the Section with the updated language on 12/10 and after review, the Section further acknowledges the conditions address our immediate concerns to the extent feasible.



We did not conduct a review of environmental documents, etc that may have been produced as part of site assessment activities. I would recommend that if such documents exist, they should be part of the public record for the decision-making process for this project, as well as a recommendation that become standard protocol for all development projects in the future. This will provide consistency amongst developers and projects, and ensure that other review agencies, future buyers, etc. have all pertinent information available to them.”

**PROPOSED ZONING CONDITIONS:**

**Limitation of Uses:**

The Rezoned Lands may be used for, and only for, the uses listed immediately below. The permitted uses are subject to the limitations and regulations stated in the UDO and any additional limitations or regulations stated below. For convenience, some relevant sections of the UDO may be referenced; such references do not imply that other sections of the UDO do not apply

**Permitted Uses and Limitations:**

- |                        |                  |
|------------------------|------------------|
| 1. Single-family       | 4. Greenway      |
| 2. Accessory apartment | 5. Park, active  |
| 3. Utility, minor      | 6. Park, passive |

**Architectural Conditions**

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. Eaves shall project at least 12 inches from the wall of the structure.
3. Garage doors shall have windows, decorative details or carriage-style adornments on them.
4. 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                         | • Decorative shake              |
| • Bay window                      | • Decorative air vents on gable |
| • Recessed window                 | • Decorative gable              |
| • Decorative window               | • Decorative cornice            |
| • Trim around the windows         | • Column                        |
| • Wrap around porch or side porch | • Portico                       |
| • Two or more building materials  | • Balcony                       |
| • Decorative brick/stone          | • Dormer                        |
| • Decorative trim                 |                                 |
5. A varied color palette shall be utilized throughout the subdivision to include a minimum of three-color families for siding and shall include varied trim, shutter, and accent colors complementing the siding color.
6. House entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door.
7. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
8. Front porches shall be a minimum of 5 feet deep.

**Zoning Conditions**

1. The number of resultant residential lots of this rezoning shall be limited to 17 single family units, equivalent to approximately 3.2 dwelling units per acre.



2. The perimeter landscape buffer along the northern property line shall be a 50' Type A buffer. All other perimeter buffers shall adhere to the widths and types that are established in UDO Sec. 8.2.6.
3. Signage shall be provided in HOA areas surrounding SCMs, regarding the need to eliminate and reduce fertilizer and pet waste near SCMs.
4. Developer shall install pollinator-friendly and native flora within SCM planting areas.
5. At least 75% of the plant species used in the landscape design shall be native species to the eastern U.S.
6. No single species of vegetation shall constitute more than 20% of the plant material of its type within a single development site, not including lawns.
7. Perimeter buffers, SCMs, and other HOA maintained areas may be planted with clover or warm season grasses for drought resistance.
8. In order to reduce water consumption and promote pollinator friendly habitat and biodiversity, HOA covenants shall not prohibit clover lawns throughout the neighborhood. Additionally, HOA covenants shall not require that fallen leaves or dormant plants be removed during the winter.
9. A minimum of one pet waste station shall be installed within HOA common area.
10. A minimum of ten percent (10%) of the total units shall be designated as affordable housing units. These units shall be for sale units and shall be indistinguishable from the market units. If the affordable units calculation results in a fraction between 0.50 and 0.99, the number of affordable units shall be rounded up to the nearest whole number. If the calculation results in a fraction between 0.01 and 0.49, the number of affordable units shall be rounded down to the nearest whole number. The affordable units shall be subject to the following terms and conditions:
  - a. The affordable units shall be occupied by low-income households earning no more than one-hundred and twenty percent (120%) of the Raleigh, NC Metropolitan Statistical Area (MSA) Area Median Income, adjusted for family size, as most recently published by the U.S. Department of Housing and Urban Development (HUD)(the "AMI") for a period of twenty (20) years starting from the date of issuance of the first residential Certificate of Occupancy (the "Affordability Period").
  - b. Following expiration of the Affordability Period, this affordable housing condition shall expire, the property owner shall be relieved of all obligations set forth in this affordable housing condition, and the affordable units may be freely marketed and leased at market-rate rents.
11. A minimum of two (2) homes shall be built with solar PV systems installed at the time of construction. All solar installation required by this condition shall be completed or under construction prior to 90% of the building permits being issued for the development. The lot(s) on which the home(s) is located shall be identified on the Master Subdivision Plat, which may be amended from time to time.
12. All homes shall include solar conduit in the building design to facilitate future rooftop solar installations. Developer shall emphasize the availability of solar by providing the statement "Solar Options Available" on the development sign at the front of the subdivision.
13. All garages shall be wired with a 220-volt outlet inside the garage to facilitate charging of electronic vehicles.
14. For stormwater management, post-development peak runoff shall not exceed pre-development peak runoff conditions for the 1-year, 10-year, and 25-year 24-hour storm events.
15. Developer shall extend Percussion Drive in accordance with the Apex Transportation Plan from the existing terminus west of the property boundary to the eastern property boundary as a Minor Collector Street, meaning the street shall be constructed within a 60' wide public right of way with a 27' wide curb and gutter section and 5' wide sidewalks on both sides.



16. Developer shall propose and install a traffic mini-circle or other horizontal deflection traffic calming feature subject to approval of Apex staff along Percussion Drive.
17. All homes shall be designed and constructed with a permanently installed methane monitoring device. HOA covenants shall include a requirement that homeowners will maintain the methane monitoring device to ensure effective operation.
18. All homes shall be designed and constructed with a methane-resistant vapor barrier installed beneath the concrete slab or crawlspace. For homes constructed on slab foundations, a sub-slab ventilation system (passive or active) shall also be installed. Installation of the vapor barrier shall be documented by the builder and made available for inspection upon request by Town staff.
19. A note shall be included in the Master Subdivision Final Plat that summarizes the methane mitigation practices required for all residential lots within the development.

**ENVIRONMENTAL ADVISORY BOARD**

This rezoning was exempt from meeting with the Apex Environmental Advisory Board (EAB) per UDO Section 2.1.9.

**PLANNING STAFF RECOMMENDATION:**

Planning staff recommends approval of Rezoning #25CZ17 with the conditions as offered by the applicant.

**PLANNING BOARD RECOMMENDATION:**

The Planning Board held a public hearing on January 12, 2026 and unanimously recommended approval.

**ANALYSIS STATEMENT OF THE REASONABLENESS OF THE PROPOSED REZONING:**

This Statement will address consistency with the Town’s comprehensive and other applicable plans, reasonableness, and effect on public interest:

The 2045 Land Use Map classifies the subject properties as Medium Density Residential. The proposed rezoning to Medium Density Residential-Conditional Zoning (MD-CZ) is consistent with that land use classification.

The proposed rezoning is reasonable and in the public interest as the proposed density and uses are consistent with the adjacent development to the west, at least 10% of the units shall be designated as affordable housing, and conditions are offered to address the proximity to the close Sorrell landfill.

**CONDITIONAL ZONING STANDARDS:**

The Planning Board shall find the MD-CZ designation demonstrates compliance with the following standards. 2.3.3.F:

**Legislative Considerations**

The applicant shall propose site-specific standards and conditions that take into account the following considerations, which are considerations that are relevant to the legislative determination of whether or not the proposed conditional zoning district rezoning request is in the public interest. These considerations do not exclude the legislative consideration of any other factor that is relevant to the public interest.

- 1) *Consistency with 2045 Land Use Map.* The proposed Conditional Zoning (CZ) District use’s appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Map.
- 2) *Compatibility.* The proposed Conditional Zoning (CZ) District use’s appropriateness for its proposed



location and compatibility with the character of surrounding land uses.

- 3) *Zoning district supplemental standards.* The proposed Conditional Zoning (CZ) District use's compliance with Sec 4.4 *Supplemental Standards*, if applicable.
- 4) *Design minimizes adverse impact.* The design of the proposed Conditional Zoning (CZ) District use's minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare, and vibration and not create a nuisance.
- 5) *Design minimizes environmental impact.* The proposed Conditional Zoning District use's minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.
- 6) *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.
- 7) *Health, safety, and welfare.* The proposed Conditional Zoning (CZ) District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.
- 8) *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.
- 9) *Not constitute nuisance or hazard.* Whether the proposed Conditional Zoning (CZ) District use constitutes a nuisance or hazard due to traffic impact or noise, or because of the number of persons who will be using the Conditional Zoning (CZ) District use.
- 10) *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning (CZ) District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.

Rezoning #25CZ17



0 200 400 Feet

## PETITION TO AMEND THE OFFICIAL ZONING MAP

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

Application #: #25CZ17 Submittal Date: 09/30/2025  
Fee Paid: \_\_\_\_\_

### Project Information

Project Name: 0 Smith Rd  
Address(es): 0 Smith Rd  
PIN(s): 0751-40-9074  
Acreage: 5.33  
Current Zoning: RR Proposed Zoning: MD-CZ  
Current 2045 LUM Classification(s): Medium Density Residential  
Is the proposed rezoning consistent with the 2045 LUM Classification(s)? Yes  No

If any portion of the project is shown as mixed use (3 or more stripes on the 2045 Land Use Map) provide the following:

Area classified as mixed use: Acreage: \_\_\_\_\_  
Area proposed as non-residential development: Acreage: \_\_\_\_\_  
Percent of mixed use area proposed as non-residential: Percent: \_\_\_\_\_

### Applicant Information

Name: Vimb LLC  
Address: 9105 208th Ave NE  
City: Redmond State: WA Zip: 98953  
Phone: (425) 918-2352 E-mail: inder.barrenkala@gmail.com; veerakonda@gmail.com

### Owner Information

Name: Dwight Wright  
Address: 2010 Dezola St  
City: Apex State: NC Zip: 27502  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

### Agent Information

Name: Jones & Crossen Engineering, PLLC - Patrick Kiernan  
Address: 221 N Salem St., Suite 001  
City: Apex State: NC Zip: 27502  
Phone: (919) 387-1174 E-mail: patrick@jonescrossen.com

Other contacts: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PETITION INFORMATION**

Application #:

#25CZ17

Submittal Date:

09/30/2025

An application has been duly filed requesting that the property described in this application be rezoned from RR \_\_\_\_\_ to MD-CZ \_\_\_\_\_. It is understood and acknowledged that if the property is rezoned as requested, the property described in this request will be perpetually bound to the use(s) authorized and subject to such conditions as imposed, unless subsequently changed or amended as provided for in the Unified Development Ordinance (UDO). It is further understood and acknowledged that final plans for any specific development to be made pursuant to any such Conditional Zoning shall be submitted for site or subdivision plan approval, as required by the UDO. Use additional pages as needed.

**PROPOSED USES:**

The Rezoned Lands may be used for, and only for, the uses listed immediately below. The permitted uses are subject to the limitations and regulations stated in the UDO and any additional limitations or regulations stated below. For convenience, some relevant sections of the UDO may be referenced; such references do not imply that other sections of the UDO do not apply.

|    |                            |    |              |
|----|----------------------------|----|--------------|
| 1  | <u>Single family</u>       | 21 | <u>_____</u> |
| 2  | <u>Accessory apartment</u> | 22 | <u>_____</u> |
| 3  | <u>Utility, minor</u>      | 23 | <u>_____</u> |
| 4  | <u>Greenway</u>            | 24 | <u>_____</u> |
| 5  | <u>Park, active</u>        | 25 | <u>_____</u> |
| 6  | <u>Park, passive</u>       | 26 | <u>_____</u> |
| 7  | <u>_____</u>               | 27 | <u>_____</u> |
| 8  | <u>_____</u>               | 28 | <u>_____</u> |
| 9  | <u>_____</u>               | 29 | <u>_____</u> |
| 10 | <u>_____</u>               | 30 | <u>_____</u> |
| 11 | <u>_____</u>               | 31 | <u>_____</u> |
| 12 | <u>_____</u>               | 32 | <u>_____</u> |
| 13 | <u>_____</u>               | 33 | <u>_____</u> |
| 14 | <u>_____</u>               | 34 | <u>_____</u> |
| 15 | <u>_____</u>               | 35 | <u>_____</u> |
| 16 | <u>_____</u>               | 36 | <u>_____</u> |
| 17 | <u>_____</u>               | 37 | <u>_____</u> |
| 18 | <u>_____</u>               | 38 | <u>_____</u> |
| 19 | <u>_____</u>               | 39 | <u>_____</u> |
| 20 | <u>_____</u>               | 40 | <u>_____</u> |

**PETITION INFORMATION**

Application #: #25CZ17 Submittal Date: 09/30/2025

**PROPOSED CONDITIONS:**

The applicant hereby requests that the Town Council of the Town of Apex, pursuant to the Unified Development Ordinance, approve the Conditional Zoning for the above listed use(s) subject to the following condition(s). Use additional pages as needed.

See attached list.

**LEGISLATIVE CONSIDERATIONS - CONDITIONAL ZONING**

The applicant shall propose site-specific standards and conditions that take into account the following considerations, which are considerations that are relevant to the legislative determination of whether or not the proposed conditional zoning district rezoning request is in the public interest. These considerations do not exclude the legislative consideration of any other factor that is relevant to the public interest. Use additional pages as needed.

1) *Consistency with 2045 Land Use Map.* The proposed Conditional Zoning (CZ) District use’s appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Map.

This rezoning is consistent with the 2045 Land Use Map.

2) *Compatibility.* The proposed Conditional Zoning (CZ) District use’s appropriateness for its proposed location and compatibility with the character of surrounding land uses.

The proposed rezoning is compatible with the surrounding residential uses. Regarding size and style of residential lots, the rezoning is congruent to the recently developed Horton Park PUD, which proposed similar lot sizes to this rezoning.

**PETITION INFORMATION**

Application #:                   #25CZ17                   Submittal Date:           09/30/2025          

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

**All uses that fall within the supplemental standards will be consistent with the standards provided in the Town of Apex UDO.**

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4) *Design minimizes adverse impact.* The design of the proposed Conditional Zoning (CZ) District use’s minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare, and vibration and not create a nuisance.

**This rezoning petition shall be accompanied by a Traffic Assessment letter which analyzes the very small impact that the additional residences should have on the surrounding road network. Otherwise, the site would be designed in such a way that does not become an overall nuisance to the surrounding owners, beyond the typical disruption from active construction.**

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5) *Design minimizes environmental impact.* The proposed Conditional Zoning District use’s minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.

**The rezoning will adhere to all UDO standards and Town of Apex stormwater requirements. Additionally, conditions have been proposed to further minimize the impact the rezoning would have on the environment, including additional stormwater restrictions and promotion of renewable energy sources (such as solar).**

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6) *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use’s avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.

**Since any development on this site would functionally serve as an extension of the Horton Park PUD, there should be no adverse affect on the existing public roads, potable water, wastewater facilities, parks, schools, or emergency services.**

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7) *Health, safety, and welfare.* The proposed Conditional Zoning (CZ) District use’s effect on the health, safety, or welfare of the residents of the Town or its ETJ.

**The development of this parcel should not have any adverse impacts to the health, safety or welfare of Apex citizens.**

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**PETITION INFORMATION**

Application #: #25CZ17 Submittal Date: 09/30/2025

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

The surrounding land uses are a mix of PUD-CZ and RR so this rezoning to Medium Density Residential should not be detrimental to the adjacent properties.

9) *Not constitute nuisance or hazard.* Whether the proposed Conditional Zoning (CZ) District use constitutes a nuisance or hazard due to traffic impact or noise, or because of the number of persons who will be using the Conditional Zoning (CZ) District use.

Residential homes are generally not a nuisance or hazard because of the character of the neighborhood. The number of units is compatible with the Land Use Plan and the overall size of the development is small.

10) *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning (CZ) District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.

The conditional zoning district will follow the standards of the Town of Apex UDO. Any deviations from the UDO are reflected in the proposed zoning conditions, but it should be noted that these conditions are generally more restrictive than the UDO would otherwise require.

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. Eaves shall project at least 12 inches from the wall of the structure.
3. Garage doors shall have windows, decorative details or carriage-style adornments on them.
4. 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
5. A varied color palette shall be utilized throughout the subdivision to include a minimum of three-color families for siding and shall include varied trim, shutter, and accent colors complementing the siding color.
6. House entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door.
7. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
8. Front porches shall be a minimum of 5 feet deep.

1. The number of resultant residential lots of this rezoning shall be limited to 17 single family units, equivalent to approximately 3.2 dwelling units per acre.
2. The perimeter landscape buffer along the northern property line shall be a 50' Type A buffer. All other perimeter buffers shall adhere to the widths and types that are established in UDO Sec. 8.2.6.
3. Signage shall be provided in HOA areas surrounding SCMs, regarding the need to eliminate and reduce fertilizer and pet waste near SCMs.
4. Developer shall install pollinator-friendly and native flora within SCM planting areas.
5. At least 75% of the plant species used in the landscape design shall be native species to the eastern U.S.
6. No single species of vegetation shall constitute more than 20% of the plant material of its type within a single development site, not including lawns.
7. Perimeter buffers, SCMs, and other HOA maintained areas may be planted with clover or warm season grasses for drought resistance.
8. In order to reduce water consumption and promote pollinator friendly habitat and biodiversity, HOA covenants shall not prohibit clover lawns throughout the neighborhood. Additionally, HOA covenants shall not require that fallen leaves or dormant plants be removed during the winter.
9. A minimum of one pet waste station shall be installed within HOA common area.
10. A minimum of ten percent (10%) of the total units shall be designated as affordable housing units. These units shall be for sale units and shall be indistinguishable from the market units. If the affordable units calculation results in a fraction between 0.50 and 0.99, the number of affordable units shall be rounded up to the nearest whole number. If the calculation results in a fraction between 0.01 and 0.49, the number of affordable units shall be rounded down to the nearest whole number. The affordable units shall be subject to the following terms and conditions:
  - a. The affordable units shall be occupied by low-income households earning no more than one-hundred and twenty percent (120%) of the Raleigh, NC Metropolitan Statistical Area (MSA) Area Median Income, adjusted for family size, as most recently published by the U.S. Department of Housing and Urban Development (HUD)(the "AMI") for a period of twenty (20) years starting from the date of issuance of the first residential Certificate of Occupancy (the "Affordability Period").
  - b. Following expiration of the Affordability Period, this affordable housing condition shall expire, the property owner shall be relieved of all obligations set forth in this affordable housing condition, and the affordable units may be freely marketed and leased at market-rate rents. "
11. A minimum of two (2) homes shall be built with solar PV systems installed at the time of construction. All solar installation required by this condition shall be completed or under construction prior to 90% of the building permits being issued for the development. The lot(s) on which the home(s) is located shall be identified on the Master Subdivision Plat, which may be amended from time to time.
12. All homes shall include solar conduit in the building design to facilitate future rooftop solar installations. Developer shall emphasize the availability of solar by providing the statement "Solar Options Available" on the development sign at the front of the subdivision.
13. All garages shall be wired with a 220-volt outlet inside the garage to facilitate charging of electronic vehicles.

## #25CZ17

14. For stormwater management, post-development peak runoff shall not exceed pre-development peak runoff conditions for the 1-year, 10-year, and 25-year 24-hour storm events.
15. Developer shall extend Percussion Drive in accordance with the Apex Transportation Plan from the existing terminus west of the property boundary to the eastern property boundary as a Minor Collector Street, meaning the street shall be constructed within a 60' wide public right of way with a 27' wide curb and gutter section and 5' wide sidewalks on both sides.
16. Developer shall propose and install a traffic mini-circle or other horizontal deflection traffic calming feature subject to approval of Apex staff along Percussion Drive.
17. All homes shall be designed and constructed with a permanently installed methane monitoring device. HOA covenants shall include a requirement that homeowners will maintain the methane monitoring device to ensure effective operation.
18. All homes shall be designed and constructed with a methane-resistant vapor barrier installed beneath the concrete slab or crawlspace. For homes constructed on slab foundations, a sub-slab ventilation system (passive or active) shall also be installed. Installation of the vapor barrier shall be documented by the builder and made available for inspection upon request by Town staff.
19. A note shall be included in the Master Subdivision Final Plat that summarizes the methane mitigation practices required for all residential lots within the development.

#25CZ17

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

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

BEGINNING at an existing iron pipe northeast corner for NEW LOT 1 (B.M. 2025, PG. 225); thence South  $16^{\circ} 27' 15''$  West, 147.98 feet to an existing iron pipe; thence South  $16^{\circ} 26' 12''$  West, 151.00 feet to an existing iron pipe; thence South  $16^{\circ} 28' 56''$  West, 388.68 feet to an existing iron pipe; thence North  $61^{\circ} 43' 09''$  West, 432.98 feet to an existing iron pipe; thence North  $24^{\circ} 42' 08''$  East, 517.78 feet to an existing iron pipe; thence South  $87^{\circ} 26' 29''$  East, 360.19 feet to the BEGINNING, containing 5.3288 total acres (232,124 square feet) more or less.

The sole purpose of this land description is to be included in a 2025 rezoning application in the Town of Apex and for no other purpose.

# PRELIMINARY

## Wake County Residential Development Notification

Please complete each section of this form and submit with your application.

Please complete each section of this form and submit with your application.

Please send any questions about this form to:  
[studentassignment-gis-group@wcpss.net](mailto:studentassignment-gis-group@wcpss.net).

| Developer Company Information                |                            |
|----------------------------------------------|----------------------------|
| <b>Company Name</b>                          | Vimb LLC                   |
| <b>Company Phone Number</b>                  | (425) 918-2352             |
| <b>Developer Representative Name</b>         | Inder Barrenkala           |
| <b>Developer Representative Phone Number</b> | (425) 918-2352             |
| <b>Developer Representative Email</b>        | inder.barrenkala@gmail.com |

| New Residential Subdivision Information                                |                                         |
|------------------------------------------------------------------------|-----------------------------------------|
| <b>Date of Application for Subdivision</b>                             | TBD                                     |
| <b>City, Town or Wake County Jurisdiction</b>                          | Town of Apex                            |
| <b>Name of Subdivision</b>                                             | TBD                                     |
| <b>Address of Subdivision (if unknown enter nearest cross streets)</b> | 0 Smith Rd (Percussion Dr & Redpoll Dr) |
| <b>REID(s)</b>                                                         | 0524806                                 |
| <b>PIN(s)</b>                                                          | 0751-40-9074                            |

| Projected Dates Information                       |       |
|---------------------------------------------------|-------|
| <b>Subdivision Completion Date</b>                | ~2028 |
| <b>Subdivision Projected First Occupancy Date</b> | ~2027 |

| Lot by Lot Development Information |                  |               |        |           |           |           |           |                   |     |             |      |                                      |         |      |         |      |         |
|------------------------------------|------------------|---------------|--------|-----------|-----------|-----------|-----------|-------------------|-----|-------------|------|--------------------------------------|---------|------|---------|------|---------|
| Unit Type                          | Total # of Units | Senior Living | Studio | 1 Bedroom | 2 Bedroom | 3 Bedroom | 4 Bedroom | Square Foot Range |     | Price Range |      | Anticipated Completion Units & Dates |         |      |         |      |         |
|                                    |                  |               |        |           |           |           |           | Min               | Max | Low         | High | Year                                 | # Units | Year | # Units | Year | # Units |
| Single Family                      | 17               |               |        |           |           | TBD       | TBD       |                   |     | ~\$500K     |      | 2027                                 | 9       | 2028 | 8       |      |         |
| Townhomes                          |                  |               |        |           |           |           |           |                   |     |             |      |                                      |         |      |         |      |         |
| Condos                             |                  |               |        |           |           |           |           |                   |     |             |      |                                      |         |      |         |      |         |
| Apartments                         |                  |               |        |           |           |           |           |                   |     |             |      |                                      |         |      |         |      |         |
| Other                              |                  |               |        |           |           |           |           |                   |     |             |      |                                      |         |      |         |      |         |

# NOTICE OF NEIGHBORHOOD MEETING

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

September 12, 2025

Date

Dear Neighbor:

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

0 Smith Rd

0751-40-9074

Address(es)

PIN(s)

in accordance with the Town of Apex Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, please refer to the Project Contact Information page for ways to contact the applicant. Notified neighbors may request that the applicant provide updates and send plans via email or mail. Once an application has been submitted to the Town, it may be tracked using the [Interactive Development Map](#) or the [Apex Development Report](#) located on the Town of Apex website at <http://www.apexnc.org/180>. Applications for Rezoning must hold a second Neighborhood Meeting in the month prior to the anticipated public hearing date.

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

| Application Type                                                                                                                                                                                 | Approving Authority                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| <input checked="" type="checkbox"/> Rezoning (including Planned Unit Development)                                                                                                                | Town Council                       |
| <input type="checkbox"/> Major Site Plan                                                                                                                                                         | Technical Review Committee (staff) |
| <input type="checkbox"/> Minor Site Plan for the uses "Day care facility", "Government service", "School, public or private", "Restaurant, drive-through", or "Convenience store with gas sales" | Technical Review Committee (staff) |
| <input type="checkbox"/> Special Use Permit                                                                                                                                                      | Board of Adjustment (QJPH*)        |
| <input type="checkbox"/> Residential Master Subdivision Plan (excludes exempt subdivisions)                                                                                                      | Technical Review Committee (staff) |

\*Quasi-Judicial Public Hearing: The Board of Adjustment cannot discuss the project prior to the public hearing.

The following is a description of the proposal including any proposed long range plan amendments (also see attached map(s) and/or plan sheet(s)):

This parcel is proposed to be rezoned to Medium Density Residential - Conditional Zoning (MD-CZ) to allow for the development of 17 single family lots. This zoning is consistent with the 2045 Land Use Map designation.

Estimated submittal date: October 01, 2025

### MEETING INFORMATION:

|                                    |                                                     |
|------------------------------------|-----------------------------------------------------|
| Property Owner(s) name(s):         | Dwight Wright                                       |
| Applicant(s):                      | Jones & Cnossen Engineering, PLLC - Patrick Kiernan |
| Contact information (email/phone): | patrick@jonescnossen.com/(919) 387-1174             |
| Meeting Address:                   | Zoom - see enclosed details                         |
| Date/Time of meeting**:            | September 29, 2025                                  |
| Welcome:                           | 6:00-6:05 pm                                        |
| Project Presentation:              | 6:05-6:20 pm                                        |
| Question & Answer:                 | 6:20-7:00 pm                                        |

\*\*Meetings shall occur between 5:00 p.m.-9:00 p.m. on a Monday through Thursday (excluding Town recognized holidays). If you have questions about the general process for this application, please contact the Planning Department at 919-249-3426. You may also find information about the Apex Planning Department and on-going planning efforts at <http://www.apexnc.org/180>.

#25CZ17



221 N. SALEM ST, SUITE 001  
PO BOX 1062  
APEX, NC 27502  
Office: 919-387-1174  
Fax: 919-387-3375  
[www.jonescrossen.com](http://www.jonescrossen.com)

Zoom Meeting Details – O Smith Road Rezoning

When: **September 29, 2025 - 6:00 PM Eastern Time** (US and Canada)

**Register using the QR code:**

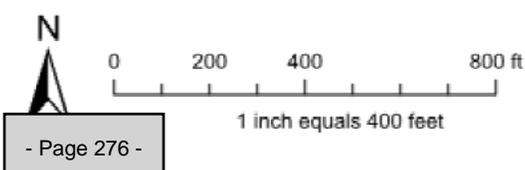


**Or go to: [www.zoom.com](http://www.zoom.com). Click on “JOIN”. Enter the Meeting ID: 822 8477 3494 and then the Passcode 861973:**

Provide your First & Last Name, Email address and Street address. This will help with attendance at the meeting and register you for the meeting. You will then receive an email confirmation with a link to join the meeting on September 29th.

**Or join the meeting by phone:**

dial (309) 205-3325 or (646) 931-3860 and enter the Meeting ID 822 8477 3494 and the Passcode 861973. If there are any questions regarding the upcoming meeting or you experience any issues registering for the meeting, please contact our office for assistance.



**Disclaimer**  
iMaps makes every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are **NOT** surveys. No warranties, expressed or implied, are provided for the data therein, its use, or its interpretation.

# PROJECT CONTACT INFORMATION

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

## Development Contacts:

Project Name: 0 Smith Rd Zoning: RR

Location: 0 Smith Rd

Property PIN(s): 0751-40-9074 Acreage/Square Feet: 5.32

Property Owner: Dwight Wright

Address: 2010 Dezola St

City: Apex State: NC Zip: 27502

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

Developer: Gnanender Barrenkala and Sravan Konda

Address: 9105 208th Ave NE

City: Redmond State: WA Zip: 98953

Phone: (425) 918-2352 Fax: \_\_\_\_\_ Email: inder.barrenkala@gmail.com  
sravansaikonda@gmail.com

Engineer: Jones & Crossen Engineering, PLLC - Patrick Kiernan

Address: PO Box 1062

City: Apex State: NC Zip: 27502

Phone: (919) 387-1174 Fax: \_\_\_\_\_ Email: patrick@jonescrossen.com

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

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

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

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

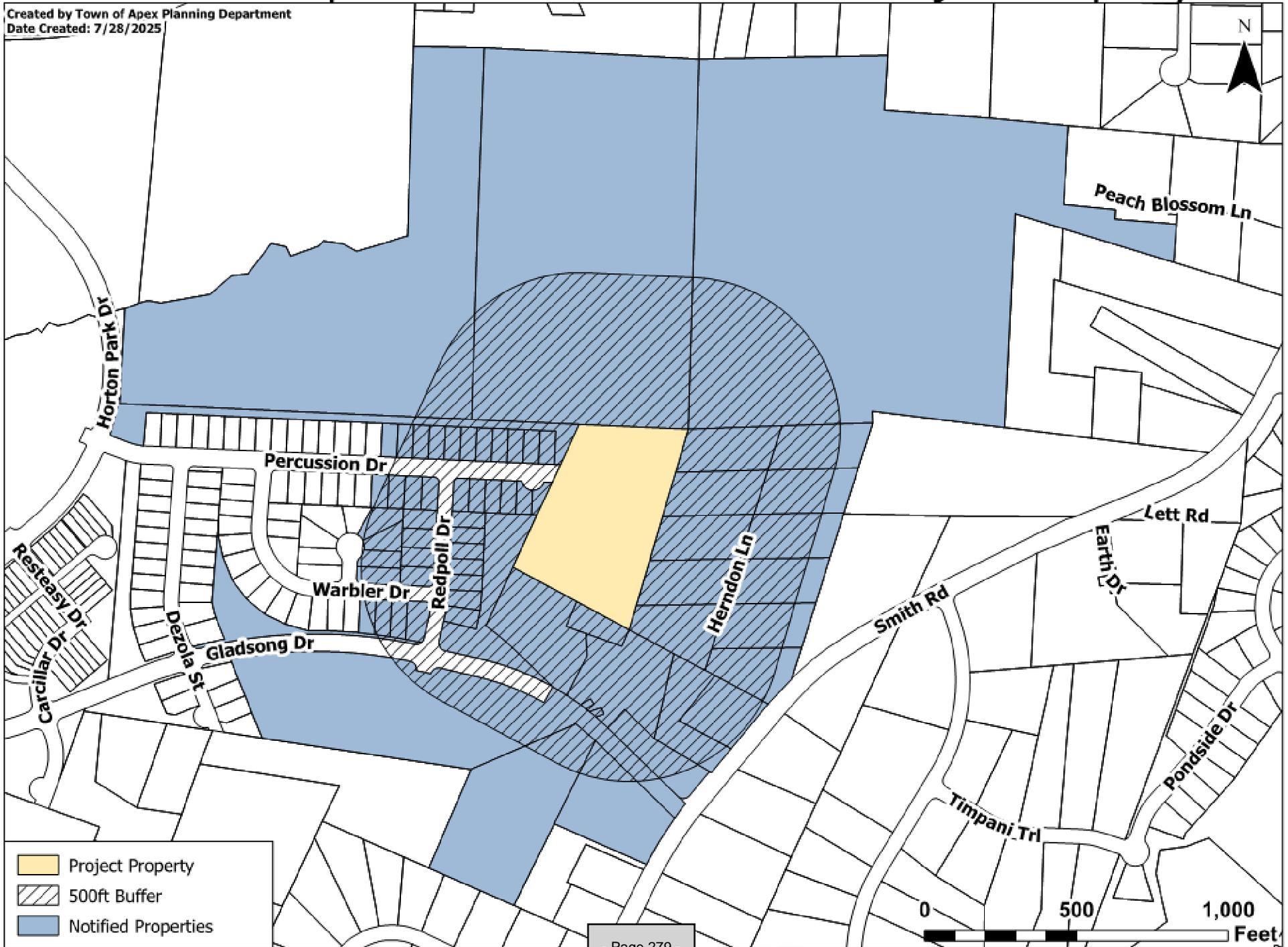
**Please note that Town staff will not have complete information about a proposed development until the application is submitted for review. If you have a question about Town development standards and how they relate to the proposed development, please contact the appropriate staff person listed below.**

| Town of Apex Department Contacts                                                                                             |                |
|------------------------------------------------------------------------------------------------------------------------------|----------------|
| Planning Department Main Number<br>(Provide development name or location to be routed to correct planner)                    | (919) 249-3426 |
| Parks, Recreation & Cultural Resources Department<br>Angela Reincke, Parks Planning Manager                                  | (919) 372-7468 |
| Transportation & Infrastructure Development<br>Russell Dalton, Traffic Engineering Manager                                   | (919) 249-3358 |
| Water Resources Department<br>Jessica Bolin, Environmental Engineering Manager (Stormwater, Sedimentation & Erosion Control) | (919) 249-3537 |
| Matt Reker, Utility Engineer/FOG Program Manager (Water & Sewer)                                                             | (919) 946-4394 |
| Electric Utilities Division<br>Jared Harris, Electric Technical Services Manager                                             | (919) 372-7466 |



# #25CZ17 Notified Properties within 500ft of the Project Property

Created by Town of Apex Planning Department  
Date Created: 7/28/2025



# NEIGHBORHOOD MEETING SIGN-IN SHEET

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

Meeting Address: Zoom

Date of meeting: September 29, 2025 Time of meeting: 6:00 - 7:00 pm

Property Owner(s) name(s): Dwight Wright

Applicant(s): Jones & Crossen Engineering, PLLC - Patrick Kiernan

Please print your name below, state your address and/or affiliation with a neighborhood group, and provide your phone number and email address. Providing your name below does not represent support or opposition to the project; it is for documentation purposes only. For virtual meetings, applicants must include all known participants and request the information below.

|     | NAME/ORGANIZATION                           | ADDRESS                      | PHONE # | EMAIL | SEND PLANS & UPDATES                |
|-----|---------------------------------------------|------------------------------|---------|-------|-------------------------------------|
| 1.  | Patrick Kiernan/Jones & Crossen Engineering | 221 N Salem, Suite 001, Apex |         |       | <input type="checkbox"/>            |
| 2.  | Dwight Wright                               | 2010 Dezola St               |         |       | <input checked="" type="checkbox"/> |
| 3.  | Devang Patel                                | 1028 Dominion Oak            |         |       | <input type="checkbox"/>            |
| 4.  | Veera Konda                                 | Carol Stream, IL 60188       |         |       | <input type="checkbox"/>            |
| 5.  |                                             |                              |         |       | <input type="checkbox"/>            |
| 6.  |                                             |                              |         |       | <input type="checkbox"/>            |
| 7.  |                                             |                              |         |       | <input type="checkbox"/>            |
| 8.  |                                             |                              |         |       | <input type="checkbox"/>            |
| 9.  |                                             |                              |         |       | <input type="checkbox"/>            |
| 10. |                                             |                              |         |       | <input type="checkbox"/>            |
| 11. |                                             |                              |         |       | <input type="checkbox"/>            |
| 12. |                                             |                              |         |       | <input type="checkbox"/>            |
| 13. |                                             |                              |         |       | <input type="checkbox"/>            |
| 14. |                                             |                              |         |       | <input type="checkbox"/>            |

Use additional sheets, if necessary.

# SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

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

Property Owner(s) name(s): Dwight Wright

Applicant(s): Jones & Crossen Engineering, PLLC - Patrick Kiernan

Contact information (email/phone): patrick@jonescrossen.com/(919) 387-1174

Meeting Address: Zoom

Date of meeting: September 29, 2025 Time of meeting: 6:00 - 7:00 pm

Please summarize the questions/comments and your responses from the Neighborhood Meeting or emails/phone calls received in the spaces below (attach additional sheets, if necessary). Please state if/how the project has been modified in response to any concerns. The response should not be "Noted" or "No Response". There has to be documentation of what consideration the neighbor's concern was given and justification for why no change was deemed warranted.

All questions were asked by Mr. Wright (seller and adjacent owner).

**Question/Concern #1:**

If all goes to plan, when could I expect to see construction beginning?

**Applicant's Response:**

Between the rezoning, MSP, and CDs, those three processes typically take around a year or so. So, it's possible that you could start seeing some activity around this time next year.

**Question/Concern #2:**

Will there be a road connecting to the southern property line? [the property to the south belongs to Mr. Wright, so he was asking about a street stub to his own residence).

**Applicant's Response:**

Originally we thought the Apex ordinances would require this connection, but we learned at our pre-app meeting that this street stub would be not be physically possible, given the existence of an existing cemetery, as well as the angle of the HOA property (landscape buffer) for Horton Park. Instead our north-south street would end in a cul-de-sac as it approaches the southern boundary.

**Question/Concern #3:**

What will the setbacks be along that property line?

**Applicant's Response:**

At this point we are just planning to follow the typical Medium Density required buffers, according to Apex ordinances. That would indicate a 20' buffer along that property line before the start of the next private lot. Depending on the layout, additional building setbacks would then be applied inside that private property line.

**Question/Concern #4:**

How will the site be designed? Will you keep the trees and the hills, or will everything be cleared and flat?

**Applicant's Response:**

We will do our best to design our roads following the existing topography. That gives the best chance at preserving trees, where feasible. It's too early to know exactly how it will be designed, but based on my early knowledge of the existing topography, the ridgeline that runs through the middle of the project should set up nicely for a design that follows the natural grade.

# AFFIDAVIT OF CONDUCTING A NEIGHBORHOOD MEETING, SIGN-IN SHEET AND ISSUES/RESPONSES SUBMITTAL

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

I, Patrick L. Kiernan, do hereby declare as follows:  
Print Name

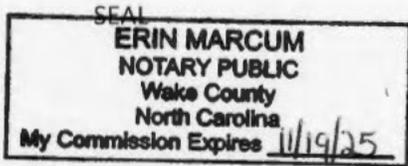
1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Minor Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7.B *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Planning Department, all property owners and tenants abutting and within 500 feet of the subject property and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the Neighborhood Meeting.
3. The meeting was conducted at Zoom (location/address) on September 29, 2025 (date) from 6:00 pm (start time) to 7:00 pm (end time).
4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.

9/30/25  
Date

By: *Patrick L. Kiernan*

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Erin Marcum, a Notary Public for the above State and County, on this the 30th day of September, 2025.



*Erin Marcum*  
Notary Public  
Erin Marcum  
Print Name

My Commission Expires: November 19, 2025

# NOTICE OF NEIGHBORHOOD MEETING

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

December 01, 2025

Date

Dear Neighbor:

You are invited to a neighborhood meeting to review and discuss the development proposal at  
0 Smith Rd 0751-40-9074

Address(es)

PIN(s)

in accordance with the Town of Apex Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, please refer to the Project Contact Information page for ways to contact the applicant. Notified neighbors may request that the applicant provide updates and send plans via email or mail. Once an application has been submitted to the Town, it may be tracked using the [Interactive Development Map](#) or the [Apex Development Report](#) located on the Town of Apex website at <http://www.apexnc.org/180>. Applications for Rezoning must hold a second Neighborhood Meeting in the month prior to the anticipated public hearing date.

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

| Application Type                                                                                                                                                                                 | Approving Authority                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| <input checked="" type="checkbox"/> Rezoning (including Planned Unit Development)                                                                                                                | Town Council                       |
| <input type="checkbox"/> Major Site Plan                                                                                                                                                         | Technical Review Committee (staff) |
| <input type="checkbox"/> Minor Site Plan for the uses "Day care facility", "Government service", "School, public or private", "Restaurant, drive-through", or "Convenience store with gas sales" | Technical Review Committee (staff) |
| <input type="checkbox"/> Special Use Permit                                                                                                                                                      | Board of Adjustment (QJPH*)        |
| <input type="checkbox"/> Residential Master Subdivision Plan (excludes exempt subdivisions)                                                                                                      | Technical Review Committee (staff) |

\*Quasi-Judicial Public Hearing: The Board of Adjustment cannot discuss the project prior to the public hearing.

The following is a description of the proposal including any proposed long range plan amendments (also see attached map(s) and/or plan sheet(s)):

This parcel is proposed to be rezoned to Medium Density Residential - Conditional Zoning (MD-CZ) to allow for the development of 17 single family lots. This zoning is consistent with the 2045 Land Use Map designation.

Estimated submittal date: project submitted October 01, 2025 *This is the second required neighborhood meeting.*

### MEETING INFORMATION:

Property Owner(s) name(s): Dwight Wright

Applicant(s): Jones & Crossen Engineering, PLLC - Patrick Kieman

Contact information (email/phone): patrick@jonescrossen.com/(919) 387-1174

Meeting Address: Zoom - see enclosed details

Date/Time of meeting\*\*: December 16, 2025

Welcome: 6:00-6:05 pm Project Presentation: 6:05-6:20 pm Question & Answer: 6:20-7:00 pm

\*\*Meetings shall occur between 5:00 p.m.-9:00 p.m. on a Monday through Thursday (excluding Town recognized holidays). If you have questions about the general process for this application, please contact the Planning Department at 919-249-3426. You may also find information about the Apex Planning Department and on-going planning efforts at <http://www.apexnc.org/180>.

#25CZ17



**Jones & Crossen**  
ENGINEERING, PLLC

Civil Engineering | Construction Management | Land Planning

221 N. SALEM ST, SUITE 001  
PO BOX 1062  
APEX, NC 27502  
Office: 919-387-1174  
Fax: 919-387-3375  
[www.jonescrossen.com](http://www.jonescrossen.com)

*Zoom Meeting Details – O Smith Road Rezoning*

*Second Neighborhood Meeting*

When: **December 16, 2025 - 6:00 PM Eastern Time** (US and Canada)

**Register using the QR code:**

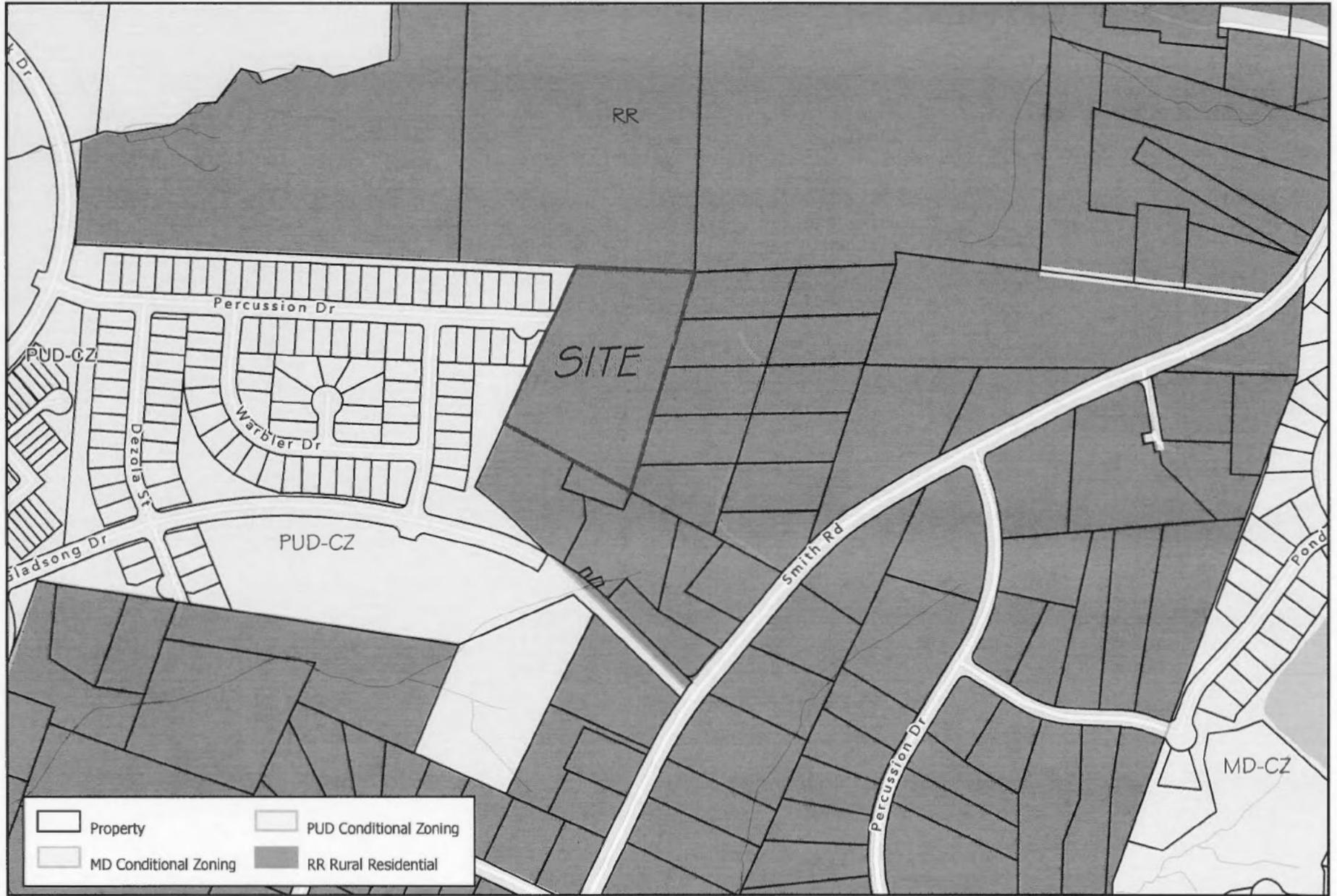


**Or go to: [www.zoom.com](http://www.zoom.com). Click on “JOIN”. Enter the Meeting ID: 893 1148 9170 and then the Passcode: 789981**

Provide your First & Last Name, Email address and Street address. This will help with attendance at the meeting and register you for the meeting. You will then receive an email confirmation with a link to join the meeting on December 16th.

**Or join the meeting by phone:**

dial (301) 715-8592 or (305-224-1968) and enter the Meeting ID 893 1148 9170 and the Passcode 789981. If there are any questions regarding the upcoming meeting or you experience any issues registering for the meeting, please contact our office for assistance.



**Disclaimer**  
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#25CZ17

# PROJECT CONTACT INFORMATION

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## Development Contacts:

Project Name: 0 Smith Rd Zoning: RR

Location: 0 Smith Rd

Property PIN(s): 0751-40-9074 Acreage/Square Feet: 5.32

Property Owner: Dwight Wright

Address: 2010 Dezola St

City: Apex State: NC Zip: 27502

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

Developer: Gnanender Barrenkala and Veera Konda

Address: 9105 208th Ave NE

City: Redmond State: WA Zip: 98953

Phone: (425) 918-2352 Fax: \_\_\_\_\_ Email: inder.barrenkala@gmail.com  
veerakonda@gmail.com

Engineer: Jones & Cnossen Engineering, PLLC - Patrick Kiernan

Address: PO Box 1062

City: Apex State: NC Zip: 27502

Phone: (919) 387-1174 Fax: \_\_\_\_\_ Email: patrick@jonescnossen.com

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

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

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

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

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

## Town of Apex Department Contacts

|                                                                                                                              |                |
|------------------------------------------------------------------------------------------------------------------------------|----------------|
| Planning Department Main Number<br>(Provide development name or location to be routed to correct planner)                    | (919) 249-3426 |
| Parks, Recreation & Cultural Resources Department<br>Angela Reincke, Parks Planning Manager                                  | (919) 372-7468 |
| Transportation & Infrastructure Development<br>Russell Dalton, Traffic Engineering Manager                                   | (919) 249-3358 |
| Water Resources Department<br>Jessica Bolin, Environmental Engineering Manager (Stormwater, Sedimentation & Erosion Control) | (919) 249-3537 |
| Matt Reker, Utility Engineer/FOG Program Manager (Water & Sewer)                                                             | (919) 946-4394 |
| Electric Utilities Division<br>Jared Harris, Electric Technical Services Manager                                             | (919) 372-7466 |

# #25CZ17 Notified Properties within 500ft of the Project Property

Created by Town of Apex Planning Department  
Date Created: 11/21/2025





#25CZ17  
**NEIGHBORHOOD MEETING SIGN-IN SHEET**

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

Meeting Address: Zoom  
 Date of meeting: December 16, 2025 Time of meeting: 6:00 - 7:00 pm  
 Property Owner(s) name(s): Dwight Wright  
 Applicant(s): Jones & Clossen Engineering, PLLC - Patrick Kiernan

Please print your name below, state your address and/or affiliation with a neighborhood group, and provide your phone number and email address. Providing your name below does not represent support or opposition to the project; it is for documentation purposes only. For virtual meetings, applicants must include all known participants and request the information below.

|     | NAME/ORGANIZATION                           | ADDRESS                      | PHONE #    | EMAIL | SEND PLANS & UPDATES                |
|-----|---------------------------------------------|------------------------------|------------|-------|-------------------------------------|
| 1.  | Patrick Kiernan/Jones & Clossen Engineering | 221 N Salem, Suite 001, Apex | [REDACTED] |       | <input checked="" type="checkbox"/> |
| 2.  | Veera Konda                                 | 1304 Sheffield Ct            |            |       | <input type="checkbox"/>            |
| 3.  | Devang Patel                                | 1028 Dominion Oak Circle     |            |       | <input type="checkbox"/>            |
| 4.  | Dwight Wright                               | 2010 Dezola St               |            |       | <input type="checkbox"/>            |
| 5.  |                                             |                              |            |       | <input type="checkbox"/>            |
| 6.  |                                             |                              |            |       | <input type="checkbox"/>            |
| 7.  |                                             |                              |            |       | <input type="checkbox"/>            |
| 8.  |                                             |                              |            |       | <input type="checkbox"/>            |
| 9.  |                                             |                              |            |       | <input type="checkbox"/>            |
| 10. |                                             |                              |            |       | <input type="checkbox"/>            |
| 11. |                                             |                              |            |       | <input type="checkbox"/>            |
| 12. |                                             |                              |            |       | <input type="checkbox"/>            |
| 13. |                                             |                              |            |       | <input type="checkbox"/>            |
| 14. |                                             |                              |            |       | <input type="checkbox"/>            |

Use additional sheets, if necessary.

# SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

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

Property Owner(s) name(s): Dwight Wright

Applicant(s): Jones & Clossen Engineering, PLLC - Patrick Kiernan

Contact information (email/phone): patrick@jonesclossen.com/(919) 387-1174

Meeting Address: Zoom

Date of meeting: December 16, 2025 Time of meeting: 6:00 - 7:00 pm

Please summarize the questions/comments and your responses from the Neighborhood Meeting or emails/phone calls received in the spaces below (attach additional sheets, if necessary). Please state if/how the project has been modified in response to any concerns. The response should not be "Noted" or "No Response". There has to be documentation of what consideration the neighbor's concern was given and justification for why no change was deemed warranted.

All questions were asked by Mr. Wright (seller and adjacent owner).

**Question/Concern #1:**

When will the plans be done and construction begin?

**Applicant's Response:**

Assuming a successful Town Council meeting on Jan. 26th, we would anticipate having approved construction drawings near the end of 2026. So, we would anticipate construction starting sometime around the start of 2027.

**Question/Concern #2:**

How many lots do we anticipate being created?

**Applicant's Response:**

We have a zoning condition which limits the number of lots to be a max. of 17.

**Question/Concern #3:**

What are the buffers/setbacks against the cemetery? [also some discussion about access to the cemetery, but ultimately concluded that access is already present from PIN 0750497667]

**Applicant's Response:**

The buffer to the south and east are both 20', so that's what it would be up against the cemetery.

**Question/Concern #4:**

**Applicant's Response:**

# AFFIDAVIT OF CONDUCTING A NEIGHBORHOOD MEETING, SIGN-IN SHEET AND ISSUES/RESPONSES SUBMITTAL

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

I, Patrick L. Kiernan, do hereby declare as follows:  
Print Name

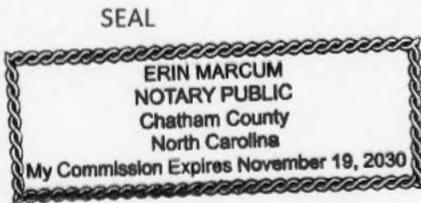
1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Minor Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7.B *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Planning Department, all property owners and tenants abutting and within 500 feet of the subject property and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the Neighborhood Meeting.
3. The meeting was conducted at Zoom (location/address) on December 16, 2025 (date) from 6:00 pm (start time) to 7:00 pm (end time).
4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.

12/17/25  
Date

By: *Patrick L. Kiernan*

STATE OF NORTH CAROLINA  
COUNTY OF ~~WAKE~~ CHATHAM

Sworn and subscribed before me, Erin Marcum, a Notary Public for the above State and County, on this the 17th day of December, 2025.



*Erin Marcum*  
Notary Public  
Erin Marcum  
Print Name

My Commission Expires: November 19, 2030



# TOWN OF APEX

POST OFFICE BOX 250  
APEX, NORTH CAROLINA 27502  
PHONE 919-249-3426

## PUBLIC NOTIFICATION OF PUBLIC HEARINGS CONDITIONAL ZONING #25CZ17 0 Smith Rd

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Planning Board of the Town of Apex. The purpose of these hearings is to consider the following:

- Applicant:** Vimb LLC
- Authorized Agent:** Patrick Kiernan, Jones & Crossen Engineering, PLLC
- Property Address:** 0 Smith Road
- Acreage:** ± 5.33 acres
- Property Identification Number (PIN):** 0751409074
- 2045 Land Use Map Designation:** Medium Density Residential
- Existing Zoning of Property:** Rural Residential (RR)
- Proposed Zoning of Property:** Medium Density Residential-Conditional Zoning (MD-CZ)

**Public Hearing Location:** Apex Town Hall  
Council Chamber, 2<sup>nd</sup> Floor  
73 Hunter Street, Apex, North Carolina

**Planning Board Public Hearing Date and Time: January 12, 2026 4:30 PM**

You may attend the meeting in person or view the meeting through the Town’s YouTube livestream at: <https://www.youtube.com/c/townofapexgov>.

If you are unable to attend, you may provide a written statement by email to [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), or submit it to the clerk of the Planning Board, Jeri Pederson (322 N. Mason Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Planning Board vote. You must provide your name and address for the record. The written statements will be delivered to the Planning Board prior to their vote. Please include the Public Hearing name in the subject line.

**A separate notice of the Town Council public hearing on this project will be mailed and posted in order to comply with State public notice requirements.**

**Vicinity Map:**



Property owners, tenants, and neighborhood associations within 500 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at <https://maps.raleighnc.gov/imaps>. The 2045 Land Use Map may be viewed online at [www.apexnc.org/DocumentCenter/View/478](http://www.apexnc.org/DocumentCenter/View/478). You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on <https://www.apexnc.org/DocumentCenter/View/52119/>.

Dianne F. Khin, AICP  
Planning Director



**TOWN OF APEX**  
 PO BOX 250  
 APEX, NORTH CAROLINA 27502  
 TELÉFONO 919-249-3426

**NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS**  
**ORDENAMIENTO TERRITORIAL CONDICIONAL #25CZ17**  
 0 Smith Rd

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante la Junta de Planificación de Apex. El propósito de estas audiencias es considerar lo siguiente:

- Solicitante:** Vimb LLC
- Agente autorizado:** Patrick Kiernan, Jones & Crossen Engineering, PLLC
- Dirección de la propiedad:** 0 Smith Road
- Superficie:** ± 5.33 acres
- Números de identificación de la propiedad:** 0751409074
- Designación actual en el Mapa de Uso Territorial para 2045:** Medium Density Residential
- Ordenamiento territorial existente de la propiedad:** Rural Residential (RR)
- Ordenamiento territorial propuesto para la propiedad:** Medium Density Residential-Conditional Zoning (MD-CZ)

**Lugar de la audiencia pública:** Ayuntamiento de Apex  
 Cámara del Consejo, 2º piso  
 73 Hunter Street, Apex, Carolina del Norte

**Fecha y hora de la audiencia pública de la Junta de Planificación: 12 de enero de 2026 4:30 P.M.**

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/c/townofapexgov>.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), o presentarla a la secretaria de la Junta de Planificación, Jeri Pederson (322 N. Mason Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación de la Junta de Planificación. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán a la Junta de Planificación antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

**De conformidad con los requisitos estatales de notificaciones públicas, se enviará por correo y se publicará por separado una notificación de la audiencia pública del Consejo Municipal sobre este proyecto.**

**Mapa de las inmediaciones:**



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 500 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: <https://maps.raleighnc.gov/imaps>. Puede ver el Mapa de Uso Territorial para 2045 aquí: [www.apexnc.org/DocumentCenter/View/478](http://www.apexnc.org/DocumentCenter/View/478). Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: <https://www.apexnc.org/DocumentCenter/View/52119/>.

Dianne F. Khin, AICP  
 Directora de Planificación



**TOWN OF APEX**

POST OFFICE BOX 250  
APEX, NORTH CAROLINA 27502  
PHONE 919-249-3426

**AFFIDAVIT CERTIFYING  
Public Notification – Written (Mailed) Notice**

Section 2.2.11

Town of Apex Unified Development Ordinance

Project Name: Conditional Zoning #25CZ17 0 Smith Rd  
Project Location: 0 Smtih Rd  
Authorized Agent: Patrick Kiernan, Jones & Crossen Engineering, PLLC  
Planning Board: January 12, 2026  
Public Hearing Date:  
Project Planner: Joshua Killian

This is to certify that I, as Planning Director, mailed or caused to have mailed by first class postage for the above mentioned project on December 19, 2025, a notice containing the time and place, location, nature and scope of the application, where additional information may be obtained, and the opportunity for interested parties to be heard, to the property owners and tenants within 500' of the land subject to notification. I further certify that I relied on information from the Wake County Tax Assessor and the Town of Apex Master Address Repository provided to me by Town of Apex GIS Staff as to accuracy of the list and accuracy of mailing addresses of property owners and tenants within 500' of the land subject to notification.

12/22/2025  
Date

*Shirane F. Khin*  
Planning Director

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, *Jeri Chastain Pederson*, a Notary Public for the above

State and County, this the *22* day of *December*, 202 *5*.



*Jeri Chastain Pederson*  
Notary Public

My Commission Expires: *03 / 19 / 2029*



# TOWN OF APEX

POST OFFICE BOX 250  
APEX, NORTH CAROLINA 27502  
PHONE 919-249-3426

## PUBLIC NOTIFICATION OF PUBLIC HEARINGS CONDITIONAL ZONING #25CZ17 0 Smith Rd

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Town Council of the Town of Apex. The purpose of these hearings is to consider the following:

- Applicant:** Vimb LLC
- Authorized Agent:** Patrick Kiernan, Jones & Clossen Engineering, PLLC
- Property Address:** 0 Smith Road
- Acreage:** ± 5.33 acres
- Property Identification Number (PIN):** 0751409074
- 2045 Land Use Map Designation:** Medium Density Residential
- Existing Zoning of Property:** Rural Residential (RR)
- Proposed Zoning of Property:** Medium Density Residential-Conditional Zoning (MD-CZ)

**Public Hearing Location:** Apex Town Hall  
Council Chamber, 2<sup>nd</sup> Floor  
73 Hunter Street, Apex, North Carolina

**Town Council Public Hearing Date and Time: January 27, 2026 at 6:00 pm**

You may attend the meeting in person or view the meeting through the Town’s YouTube livestream at: <https://www.youtube.com/c/townofapexgov>.

If you are unable to attend, you may provide a written statement by email to [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), or submit it to the Office of the Town Clerk (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Town Council vote. You must provide your name and address for the record. The written statements will be delivered to the Town Council prior to their vote. Please include the Public Hearing name in the subject line.

**Vicinity Map:**



Property owners, tenants, and neighborhood associations within 500 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at <https://maps.raleighnc.gov/imaps>. The 2045 Land Use Map may be viewed online at [www.apexnc.org/DocumentCenter/View/478](http://www.apexnc.org/DocumentCenter/View/478). You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on <https://www.apexnc.org/DocumentCenter/View/52119/>.

Dianne F. Khin, AICP  
Planning Director



**TOWN OF APEX**  
PO BOX 250  
APEX, NORTH CAROLINA 27502  
TELÉFONO 919-249-3426

**NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS**  
**ORDENAMIENTO TERRITORIAL CONDICIONAL #25CZ17**  
0 Smith Rd

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante el Consejo Municipal del Ayuntamiento de Apex. El propósito de estas audiencias es considerar lo siguiente:

**Solicitante:** Vimb LLC

**Agente autorizado:** Patrick Kiernan, Jones & Crossen Engineering, PLLC

**Dirección de la propiedad:** 0 Smith Road

**Superficie:** ± 5.33 acres

**Números de identificación de la propiedad:** 0751409074

**Designación actual en el Mapa de Uso Territorial para 2045:** Medium Density Residential

**Ordenamiento territorial existente de la propiedad:** Rural Residential (RR)

**Ordenamiento territorial propuesto para la propiedad:** Medium Density Residential-Conditional Zoning (MD-CZ)

**Lugar de la audiencia pública:** Ayuntamiento de Apex  
Cámara del Consejo, 2º piso  
73 Hunter Street, Apex, Carolina del Norte

**Fecha y hora de la audiencia pública del Consejo Municipal: 27 de enero de 2026 6:00 P.M.**

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/c/townofapexgov>.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), o presentarla a la oficina del Secretario Municipal (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación del Consejo Municipal. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán al Consejo Municipal antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

**Mapa de las inmediaciones:**



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 500 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: <https://maps.raleighnc.gov/imaps>. Puede ver el Mapa de Uso Territorial para 2045 aquí: [www.apexnc.org/DocumentCenter/View/478](http://www.apexnc.org/DocumentCenter/View/478). Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: <https://www.apexnc.org/DocumentCenter/View/52119/>.

Dianne F. Khin, AICP  
Directora de Planificación

**TOWN OF APEX**

POST OFFICE BOX 250  
APEX, NORTH CAROLINA 27502  
PHONE 919-249-3426

**PUBLIC NOTIFICATION  
OF PUBLIC HEARINGS  
CONDITIONAL ZONING #25CZ17  
0 Smith Rd**

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Town Council of the Town of Apex. The purpose of these hearings is to consider the following:

**Applicant:** Vimb LLC

**Authorized Agent:** Patrick Kiernan, Jones & Crossen Engineering, PLLC

**Property Address:** 0 Smith Road

**Acreage:** ± 5.33 acres

**Property Identification Number (PIN):** 0751409074

**2045 Land Use Map Designation:** Medium Density Residential

**Existing Zoning of Property:** Rural Residential (RR)

**Proposed Zoning of Property:** Medium Density Residential-Conditional Zoning (MD-CZ)

**Public Hearing Location:** Apex Town Hall  
Council Chamber, 2<sup>nd</sup> Floor  
73 Hunter Street, Apex, North Carolina

**Town Council Public Hearing Date and Time: January 27, 2026 at 6:00 pm**

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at:

<https://www.youtube.com/c/townofapexgov>.

If you are unable to attend, you may provide a written statement by email to [public\\_hearing@apexnc.org](mailto:public_hearing@apexnc.org), or submit it to the Office of the Town Clerk (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Town Council vote. You must provide your name and address for the record. The written statements will be delivered to the Town Council prior to their vote. Please include the Public Hearing name in the subject line.

**Vicinity Map:**

Property owners, tenants, and neighborhood associations within 500 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at <https://maps.releighnc.gov/imaps>. The 2045 Land Use Map may be viewed online at [www.apexnc.org/DocumentCenter/View/478](http://www.apexnc.org/DocumentCenter/View/478). You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on <https://www.apexnc.org/DocumentCenter/View/52119/>.

Dianne F. Khin, AICP  
Planning Director

**TOWN OF APEX**

PO BOX 250  
APEX, NORTH CAROLINA 27502  
TELÉFONO 919-249-3426

**NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS**

ORDENAMIENTO TERRITORIAL CONDICIONAL #25CZ17  
0 Smith Rd

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §1600-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante el Consejo Municipal del Ayuntamiento de Apex. El propósito de estas audiencias es considerar lo siguiente:

**Solicitante:** Vimb LLC

**Agente autorizado:** Patrick Kiernan, Jones & Crossen Engineering, PLLC

**Dirección de la propiedad:** 0 Smith Road

**Superficie:** ± 5.33 acres

**Números de identificación de la propiedad:** 0751409074

**Designación actual en el Mapa de Uso Territorial para 2045:** Medium Density Residential

**Ordenamiento territorial existente de la propiedad:** Rural Residential (RR)

**Ordenamiento territorial propuesto para la propiedad:** Medium Density Residential-Conditional Zoning (MD-CZ)

**Lugar de la audiencia pública:** Ayuntamiento de Apex

Cámara del Consejo, 2º piso

73 Hunter Street, Apex, Carolina del Norte

**Fecha y hora de la audiencia pública del Consejo Municipal:** 27 de enero de 2026 6:00 P.M.

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/c/townofapexgov>.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), o presentarla a la oficina del Secretario Municipal (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación del Consejo Municipal. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán al Consejo Municipal antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

**Mapa de las inmediaciones:**



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 500 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: <https://maps.rele.jhnc.gov/imaps>. Puede ver el Mapa de Uso Territorial para 2045 aquí: [www.apexnc.org/DocumentCenter/View/478](http://www.apexnc.org/DocumentCenter/View/478). Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: <https://www.apexnc.org/DocumentCenter/View/52119/>.

Dianne F. Khin, AICP  
Directora de Planificación

Fechas de publicación: 7 de enero – 27 de enero de 2026



**TOWN OF APEX**

POST OFFICE BOX 250  
APEX, NORTH CAROLINA 27502  
PHONE 919-249-3426

**AFFIDAVIT CERTIFYING  
Public Notification – Written (Mailed) Notice**

Section 2.2.11  
Town of Apex Unified Development Ordinance

Project Name: Conditional Zoning #25CZ17 0 Smith Rd  
Project Location: 0 Smtih Rd  
Authorized Agent: Patrick Kiernan, Jones and Clossen Engineering, PLLC  
Town Council Public Hearing Date: January 27, 2026  
Project Planner: Joshua Killian

This is to certify that I, as Planning Director, mailed or caused to have mailed by first class postage for the above mentioned project on January 7, 2026, a notice containing the time and place, location, nature and scope of the application, where additional information may be obtained, and the opportunity for interested parties to be heard, to the property owners and tenants within 500' of the land subject to notification. I further certify that I relied on information from the Wake County Tax Assessor and the Town of Apex Master Address Repository provided to me by Town of Apex GIS Staff as to accuracy of the list and accuracy of mailing addresses of property owners and tenants within 500' of the land subject to notification.

1/7/2026  
Date

Maime F. Kuhn  
Planning Director

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Jesus A. Ibanez-Ibarra, a Notary Public for the above

State and County, this the 7th day of January, 2026.

Jesus A. Ibanez-Ibarra  
Notary Public

My Commission Expires: 4/10/2028



# TOWN OF APEX

POST OFFICE BOX 250  
APEX, NORTH CAROLINA 27502  
PHONE 919-249-3426

CONTINUED

## PUBLIC NOTIFICATION OF PUBLIC HEARINGS CONDITIONAL ZONING #25CZ17 0 Smith Rd

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Town Council of the Town of Apex. The purpose of these hearings is to consider the following:

- Applicant:** Vimb LLC
- Authorized Agent:** Patrick Kiernan, Jones & Clossen Engineering, PLLC
- Property Address:** 0 Smith Road
- Acreage:** ± 5.33 acres
- Property Identification Number (PIN):** 0751409074
- 2045 Land Use Map Designation:** Medium Density Residential
- Existing Zoning of Property:** Rural Residential (RR)
- Proposed Zoning of Property:** Medium Density Residential-Conditional Zoning (MD-CZ)

**Public Hearing Location:** Apex Town Hall  
Council Chamber, 2<sup>nd</sup> Floor  
73 Hunter Street, Apex, North Carolina

**Town Council Public Hearing Date and Time:** ~~January 27~~ **February 10, 2026 at 6:00 pm**

You may attend the meeting in person or view the meeting through the Town’s YouTube livestream at: <https://www.youtube.com/c/townofapexgov>.

If you are unable to attend, you may provide a written statement by email to [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), or submit it to the Office of the Town Clerk (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Town Council vote. You must provide your name and address for the record. The written statements will be delivered to the Town Council prior to their vote. Please include the Public Hearing name in the subject line.

**Vicinity Map:**



Property owners, tenants, and neighborhood associations within 500 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at <https://maps.raleighnc.gov/imaps>. The 2045 Land Use Map may be viewed online at [www.apexnc.org/DocumentCenter/View/478](http://www.apexnc.org/DocumentCenter/View/478). You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on <https://www.apexnc.org/DocumentCenter/View/52119/>.

Dianne F. Khin, AICP  
Planning Director



**TOWN OF APEX**  
PO BOX 250  
APEX, NORTH CAROLINA 27502  
TELÉFONO 919-249-3426

**CONTINUADO**

**NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS**  
**ORDENAMIENTO TERRITORIAL CONDICIONAL #25CZ17**  
0 Smith Rd

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante el Consejo Municipal del Ayuntamiento de Apex. El propósito de estas audiencias es considerar lo siguiente:

**Solicitante:** Vimb LLC

**Agente autorizado:** Patrick Kiernan, Jones & Crossen Engineering, PLLC

**Dirección de la propiedad:** 0 Smith Road

**Superficie:** ± 5.33 acres

**Números de identificación de la propiedad:** 0751409074

**Designación actual en el Mapa de Uso Territorial para 2045:** Medium Density Residential

**Ordenamiento territorial existente de la propiedad:** Rural Residential (RR)

**Ordenamiento territorial propuesto para la propiedad:** Medium Density Residential-Conditional Zoning (MD-CZ)

**Lugar de la audiencia pública:** Ayuntamiento de Apex  
Cámara del Consejo, 2º piso  
73 Hunter Street, Apex, Carolina del Norte

**Fecha y hora de la audiencia pública del Consejo Municipal:** ~~27 de enero~~ **10 de febrero de 2026 6:00 P.M.**

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/c/townofapexgov>.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), o presentarla a la oficina del Secretario Municipal (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación del Consejo Municipal. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán al Consejo Municipal antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

**Mapa de las inmediaciones:**



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 500 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: <https://maps.raleighnc.gov/imaps>. Puede ver el Mapa de Uso Territorial para 2045 aquí: [www.apexnc.org/DocumentCenter/View/478](http://www.apexnc.org/DocumentCenter/View/478). Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: <https://www.apexnc.org/DocumentCenter/View/52119/>.

Dianne F. Khin, AICP  
Directora de Planificación



## TOWN OF APEX

POST OFFICE BOX 250  
APEX, NORTH CAROLINA 27502  
PHONE 919-249-3426

CONTINUED

## PUBLIC NOTIFICATION OF PUBLIC HEARINGS CONDITIONAL ZONING #25CZ17 0 Smith Rd

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Town Council of the Town of Apex. The purpose of these hearings is to consider the following:

**Applicant:** Vimb LLC

**Authorized Agent:** Patrick Kiernan, Jones & Crossen Engineering, PLLC

**Property Address:** 0 Smith Road

**Acreage:** ± 5.33 acres

**Property Identification Number (PIN):** 0751409074

**2045 Land Use Map Designation:** Medium Density Residential

**Existing Zoning of Property:** Rural Residential (RR)

**Proposed Zoning of Property:** Medium Density Residential-Conditional Zoning (MD-CZ)

**Public Hearing Location:** Apex Town Hall  
Council Chamber, 2<sup>nd</sup> Floor  
73 Hunter Street, Apex, North Carolina

**Town Council Public Hearing Date and Time:** ~~January 27~~ **February 10, 2026 at 6:00 pm**

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at:  
<https://www.youtube.com/c/townofapexgov>.

If you are unable to attend, you may provide a written statement by email to [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), or submit it to the Office of the Town Clerk (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Town Council vote. You must provide your name and address for the record. The written statements will be delivered to the Town Council prior to their vote. Please include the Public Hearing name in the subject line.

### Vicinity Map:



Property owners, tenants, and neighborhood associations within 500 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at <https://maps.raleighnc.gov/imaps>. The 2045 Land Use Map may be viewed online at [www.apexnc.org/DocumentCenter/View/478](http://www.apexnc.org/DocumentCenter/View/478). You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on <https://www.apexnc.org/DocumentCenter/View/52119/>.

Dianne F. Khin, AICP  
Planning Director

Published Dates: January 7 – ~~January 27~~, **February 10, 2026**





**TOWN OF APEX**  
 PO BOX 250  
 APEX, NORTH CAROLINA 27502  
 TELÉFONO 919-249-3426

**CONTINUADO**

**NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS**  
**ORDENAMIENTO TERRITORIAL CONDICIONAL #25CZ17**  
 0 Smith Rd

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante el Consejo Municipal del Ayuntamiento de Apex. El propósito de estas audiencias es considerar lo siguiente:

- Solicitante:** Vimb LLC
- Agente autorizado:** Patrick Kiernan, Jones & Crossen Engineering, PLLC
- Dirección de la propiedad:** 0 Smith Road
- Superficie:** ± 5.33 acres
- Números de identificación de la propiedad:** 0751409074
- Designación actual en el Mapa de Uso Territorial para 2045:** Medium Density Residential
- Ordenamiento territorial existente de la propiedad:** Rural Residential (RR)
- Ordenamiento territorial propuesto para la propiedad:** Medium Density Residential-Conditional Zoning (MD-CZ)

**Lugar de la audiencia pública:** Ayuntamiento de Apex  
 Cámara del Consejo, 2º piso  
 73 Hunter Street, Apex, Carolina del Norte

**Fecha y hora de la audiencia pública del Consejo Municipal:** ~~27 de enero~~ **10 de febrero de 2026 6:00 P.M.**

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/c/townofapexgov>.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), o presentarla a la oficina del Secretario Municipal (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación del Consejo Municipal. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán al Consejo Municipal antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

**Mapa de las inmediaciones:**



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 500 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: <https://maps.raleighnc.gov/imaps>. Puede ver el Mapa de Uso Territorial para 2045 aquí: [www.apexnc.org/DocumentCenter/View/478](http://www.apexnc.org/DocumentCenter/View/478). Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: <https://www.apexnc.org/DocumentCenter/View/52119/>.

Dianne F. Khin, AICP  
 Directora de Planificación

Fechas de publicación: 7 de enero – ~~27 de enero~~ **10 de febrero** de 2026



**WAKE COUNTY  
PUBLIC SCHOOL SYSTEM**

Office of Student Assignment  
5625 Dillard Dr.  
Cary, NC 27518  
studentassignment@wcpss.net

tel: (919) 431-7333  
fax: (919) 694-7753

October 31, 2025

Dianne Khin, AICP  
Director, Planning Department  
Town of Apex  
Dianne.Khin@apexnc.org

Dear Dianne,

The Wake County Public School System (WCPSS) Office of School Assignment received information about a proposed rezoning/development within the Town of Apex planning area. We are providing this letter to share information about WCPSS's capacity related to the proposal. The following information about the proposed rezoning/development was provided through the Wake County Residential Development Notification database:

- Date of application: October 1, 2025
- Name of development: 25CZ17 0 Smith Rd
- Address of rezoning: 0 Smith Rd ( PIN 0751409074)
- Total number of proposed residential units: 17
- Type(s) of residential units proposed: Single family detached

Based on the information received at the time of application, the Office of School Assignment is providing the following assessment of possible impacts to the Wake County Public School System:

- Schools at all grade levels within the current assignment area for the proposed rezoning/development are anticipated to have sufficient capacity for future students.
- Schools at the following grade levels within the current assignment area for the proposed rezoning/development are anticipated to have insufficient capacity for future students; transportation to schools outside of the current assignment area should be anticipated:

- Elementary
- Middle
- High

The following mitigation of capacity concerns due to school construction or expansion is anticipated:

- Not applicable – existing school capacity is anticipated to be sufficient.
- School expansion or construction within the next five years is not anticipated to address concerns.
- School expansion or construction within the next five years may address concerns at these grade levels:

- Elementary
- Middle
- High

Thank you for sharing this information with the Town of Apex Planning Board and Town Council as they consider the proposed rezoning/development.

Sincerely,

Susan W. Pullium, MSA  
Senior Director

Public Hearing Sign Posted By:

  
Signature

5/17/25  
Date

Rezoning #25CZ17



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

# PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: #25CZ17 0 Smith Rd

Planning Board Meeting Date: January 12, 2026



## Report Requirements:

Per NCGS §160D-604(b), all proposed amendments to the zoning ordinance or zoning map shall be submitted to the Planning Board for review and comment. If no written report is received from the Planning Board within 30 days of referral of the amendment to the Planning Board, the Town Council may act on the amendment without the Planning Board report. The Town Council is not bound by the recommendations, if any, of the Planning Board.

Per NCGS §160D-604(d), the Planning Board shall advise and comment on whether the proposed action is consistent with all applicable officially adopted plans, and provide a written recommendation to the Town Council that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with the officially adopted plans shall not preclude consideration or approval of the proposed amendment by the Town Council.

## PROJECT DESCRIPTION:

Acreage: ±5.33

PIN(s): 0751409074

Current Zoning: Rural Residential (RR)

Proposed Zoning: Medium Density Residential-Conditional Zoning (MD-CZ)

2045 Land Use Map: Medium Density Residential

Town Limits: ETJ

## Applicable Officially Adopted Plans:

The Board must state whether the project is consistent or inconsistent with the following officially adopted plans, if applicable. Applicable plans have a check mark next to them.

2045 Land Use Map  
 Consistent       Inconsistent      Reason: \_\_\_\_\_

Apex Transportation Plan  
 Consistent       Inconsistent      Reason: \_\_\_\_\_

Parks, Recreation, Open Space, and Greenways Plan  
 Consistent       Inconsistent      Reason: \_\_\_\_\_



**Legislative Considerations:**

The applicant shall propose site-specific standards and conditions that take into account the following considerations, which are considerations that are relevant to the legislative determination of whether or not the proposed conditional zoning district rezoning request is in the public interest. These considerations do not exclude the legislative consideration of any other factor that is relevant to the public interest.

1. *Consistency with 2045 Land Use Plan.* The proposed Conditional Zoning (CZ) District use’s appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Plan.

Consistent                       Inconsistent                      Reason: \_\_\_\_\_

\_\_\_\_\_

2. *Compatibility.* The proposed Conditional Zoning (CZ) District use’s appropriateness for its proposed location and compatibility with the character of surrounding land uses.

Consistent                       Inconsistent                      Reason: \_\_\_\_\_

\_\_\_\_\_

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

Consistent                       Inconsistent                      Reason: \_\_\_\_\_

\_\_\_\_\_

4. *Design minimizes adverse impact.* The design of the proposed Conditional Zoning (CZ) District use’s minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare, and vibration and not create a nuisance.

Consistent                       Inconsistent                      Reason: \_\_\_\_\_

\_\_\_\_\_

5. *Design minimizes environmental impact.* The proposed Conditional Zoning District use’s minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.

Consistent                       Inconsistent                      Reason: \_\_\_\_\_

\_\_\_\_\_

**PLANNING BOARD REPORT TO TOWN COUNCIL**

**Rezoning Case: #25CZ17 0 Smith Rd**

**Planning Board Meeting Date: January 12, 2026**



6. *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.  
 Consistent                       Inconsistent                      Reason: \_\_\_\_\_

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7. *Health, safety, and welfare.* The proposed Conditional Zoning (CZ) District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.  
 Consistent                       Inconsistent                      Reason: \_\_\_\_\_

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8. *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.  
 Consistent                       Inconsistent                      Reason: \_\_\_\_\_

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9. *Not constitute nuisance or hazard.* Whether the proposed Conditional Zoning (CZ) District use constitutes a nuisance or hazard due to traffic impact or noise, or because of the number of persons who will be using the Conditional Zoning (CZ) District use.  
 Consistent                       Inconsistent                      Reason: \_\_\_\_\_

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10. *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning (CZ) District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.  
 Consistent                       Inconsistent                      Reason: \_\_\_\_\_

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PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: #25CZ17 0 Smith Rd

Planning Board Meeting Date: January 12, 2026



Planning Board Recommendation:

Motion: Recommend approval

Introduced by Planning Board member: Alyssa Byrd

Seconded by Planning Board member: Mary Petersen

[X] Approval: the project is consistent with all applicable officially adopted plans and the applicable legislative considerations listed above.

[ ] Approval with conditions: the project is not consistent with all applicable officially adopted plans and/or the applicable legislative considerations as noted above, so the following conditions are recommended to be included in the project in order to make it fully consistent:

[ ] Denial: the project is not consistent with all applicable officially adopted plans and/or the applicable legislative considerations as noted above.

With 7 Planning Board Member(s) voting "aye"

With 0 Planning Board Member(s) voting "no"

Reasons for dissenting votes:

This report reflects the recommendation of the Planning Board, this the 12th day of January 2026.

Attest:

[Handwritten signature of Keith Braswell]

Keith Braswell, Planning Board Chair

Amanda Bunce

Digitally signed by Amanda Bunce Date: 2026.01.12 16:56:06 -05'00'

Amanda Bunce, Assistant Planning Director

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING  
Meeting Date: February 10, 2026

## Item Details

Presenter(s): Bruce Venable, Planner III

Department(s): Planning

### Requested Motion

**This item was continued at the November 13, December 9, 2025, and January 13, 2026, Town Council meetings.**

Possible motion to continue the Temporary Turnarounds Amendment to the Unified Development Ordinance to the Regular Town Council meeting on February 24, 2026.

### Approval Recommended?

The Planning Department recommends approval.

The Planning Board held a public hearing on January 12, 2026, and unanimously (7-0) recommended approval of the proposed Unified Development Ordinance (UDO) amendments.

### Item Details

Staff is requesting a continuance of this item to February 24, 2026, in order to further research best methods and practices to address Council's comments and concerns related to temporary turnarounds and required landscape buffers.

Requested by Planning and Transportation & Infrastructure Development Staff:

1. Amendments to Secs. 7.2.1.l *Design Standards, Streets*; 7.2.4 *Design Standards*; 8.2.6.C *Landscaping, Buffering, and Screening, General Buffering Requirements*; and 13.4 *Transportation, Definitions* in order to permit the use of temporary turnarounds in connection with stub streets.

### Attachments

- N/A



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING  
Meeting Date: February 10, 2026

## Item Details

Presenter(s): Bruce Venable, Planner III

Department(s): Planning

### Requested Motion

**This item was continued at the January 27, 2026, Electronic Town Council meeting.**

Public Hearing and possible motion regarding various amendments to the Unified Development Ordinance (UDO).

### Approval Recommended?

The Planning Department recommends approval.

The Planning Board heard these amendments at their January 12, 2026, meeting and unanimously recommended approval.

### Item Details

Requested by Planning Committee and Planning Staff:

1. Amendments to Secs. 8.2.2.B *General Landscaping Design Standards, Plant Materials* and 12.2 *Terms Defined* to add language permitting the use of artificial turf as a planting material in limited circumstances. The amendments would provide the opportunity for artificial turf to be used within high-activity or heavily trafficked areas where the establishment or long-term maintenance of natural vegetation is impractical, provided it meets applicable drainage and installation standards.

Requested by Planning Staff:

2. Amendments to Sec. 8.3.6 *Off-Street Parking and Loading, Parking Lot Design Standards* to allow gravel overflow parking for "Church or place of worship" and "Assembly hall, non-profit" uses located in the Residential Agricultural (RA) and Rural Residential (RR) zoning districts, subject to specific design and performance standards.
3. Amendments to Sec. 8.3.9.C *Off-Street Alternatives, Shared Parking, Table 8.3-8: Shared Parking Demand by Land Use and Time of Day*, to amend the required number of weekend daytime parking spaces for the "Medical/Dental Office" and "Bank" land use categories to better reflect observed demand patterns and ensure consistency with current parking utilization standards

4. Amendment to Sec. 2.3.6.C.1 *Site Plan, Exemptions*, to clarify that all developments qualifying as “exempt” under this section shall obtain administrative approval of an Exempt Site Plan from the Planning Director prior to the commencement of any construction activity, unless otherwise expressly exempted by the provisions of this UDO.

Attachments

- PH10-A1: Staff Report - Unified Development Ordinance (UDO) Amendments-Staff - February 2026
- PH10-A2: PB Report to TC - Unified Development Ordinance (UDO) Amendments-Staff - February 2026
- PH10-A3: Public Notice - Unified Development Ordinance (UDO) Amendments-Staff - February 2026
- PH10-A4: Ordinance - Unified Development Ordinance (UDO) Amendments-Staff - February 2026



# STAFF REPORT

## Draft Amendments to the Unified Development Ordinance

February 10, 2026 Town Council Meeting



### Requested by Planning Committee and Planning Staff:

1. **Amendments to Secs. 8.2.2 *General Landscaping Design Standards, Plant Materials*; and 12.2 *Terms Defined*, to add language permitting the use of artificial turf as a planting material in limited circumstances. The amendments would provide the opportunity for artificial turf to be used within high-activity or heavily trafficked areas where the establishment or long-term maintenance of natural vegetation is impractical, provided it meets applicable drainage and installation standards.**

**Background:** At their September 18, and November 6, 2025, meeting, the Planning Committee directed staff to prepare a new UDO amendment addressing the use of artificial turf on non-residential sites in a manner consistent with N.C.G.S. §143-214.7D (Limitations on Built-Upon Area Requirements). The statute allows artificial turf to be considered a pervious planting material when it is manufactured to allow water to drain through the backing and installed over a pervious surface in accordance with the manufacturer's specifications. The amendments proposed herein satisfy that directive by aligning the UDO with state law and providing limited flexibility for site design in areas subject to heavy use or maintenance constraints.

#### 8.2.2 General Landscaping Design Standards

...

##### B) *Plant Materials*

...

##### 3) *Plant Sizes and Standards*

...

- g) Grass shall be planted in species normally grown as permanent lawns in the Town and region. In swales or other areas subject to erosion, solid sod, erosion-reducing net, or suitable mulch shall be used and nursegrass seed shall be sown for immediate protection until complete coverage otherwise is achieved. Grass sod shall be free and clean of weeds and noxious pests or diseases. Ground cover shall be planted in such a manner as to provide 75% complete coverage after two growing seasons.

##### **h) *Artificial Turf***

- (i) As an alternative to grass, artificial turf meeting the requirements of N.C.G.S. §143-214.7D may be permitted as pervious where its use enhances site durability, minimizes erosion, or addresses maintenance constraints, provided it is installed to ensure adequate drainage and long-term performance. Artificial turf shall be a natural grass color and shall be limited to areas where the Planning Director or designee determines that natural vegetation is impractical to establish or sustain, including but not limited to:**

##### **(a) Athletic fields;**

- (b) Narrow pedestrian corridors between buildings or courtyards;
  - (c) Roof terraces;
  - (d) Shaded gathering areas;
  - (e) Small or confined areas subject to high foot traffic; or
  - (f) Common areas intended for a high volume of foot traffic.
- (ii) Artificial turf that does not meet the requirements of N.C.G.S. §143-214.7D may be permitted as impervious provided that the total built-upon area does not exceed the limitations in Sec. 5.1 Table of Intensity and Dimensional Standards.
  - (iii) Artificial turf shall be prohibited within required landscape buffers, Resource Conservation Area (RCA), privately-owned play lawns, riparian buffers, floodplains, and any areas prohibited by state law, and shall not be credited toward required landscape materials or minimum planting area calculations.
- i) *Existing Installations of Artificial Turf*  
Artificial turf installed prior to February 24, 2026, may remain in place, provided it is maintained in good condition and does not create drainage, erosion, or stormwater compliance issues. Existing artificial turf installations shall be subject to the following provisions:
    - (i) *Maintenance.* Existing artificial turf shall be maintained in good condition, free of tears, fading, deterioration, or drainage deficiencies.
    - (ii) *Expansion.* Expansion of artificial turf areas beyond their originally installed footprint shall not be permitted except in conformance with current Ordinance requirements.

12.2 Terms Defined

...

**Artificial Turf**

Artificial turf means a surface composed of synthetic fibers designed to replicate the appearance and function of natural grass. It is typically used in locations where natural grass would otherwise be installed, including sports fields, residential areas, and commercial developments.

...

**Grass**

Grass means natural, living vegetation consisting of perennial turf-forming species suitable for

use as groundcover in lawns, landscaped areas, and open spaces. Grass does not include artificial or synthetic turf.

...

Requested by Planning Staff:

2. **Amendments to Sec. 8.3.6 *Off-Street Parking and Loading, Parking Lot Design Standards*, to allow gravel overflow parking for “Church or place of worship”, and “Assembly hall, nonprofit” uses located in the Residential Agricultural (RA) and Rural Residential (RR) zoning districts, subject to specific design and performance standards.**

**Background:** Staff propose amendments to the UDO to provide flexibility for overflow parking at “Church or place of worship”, and “Assembly hall, nonprofit” uses located in the Residential Agricultural (RA) and Rural Residential (RR) districts. These uses often experience peak parking demand during limited times (e.g., services or special events), leading to underutilized paved areas and higher construction costs. The proposed amendments would allow gravel overflow parking, provided it complies with N.C.G.S. 143-214.7D, resulting in a more flexible, rural-compatible solution while maintaining safety and environmental standards.

#### 8.3.6 Parking Lot Design Standards

...

##### D) *Surfacing and Maintenance*

All off-street parking areas shall be paved and kept in a dust-free condition at all times. Permeable pavement, if used, shall comply with the North Carolina Department of Environmental Quality’s Minimum Design Criteria in the NCDEQ Stormwater Design Manual.

##### 1) *Exceptions*

Parking for the following shall be gravel or paved and kept in a dust-free condition at all times:

- a) All uses in the CB Conservation Buffer zoning district;
- b) Athletic Fields only under the category of “Entertainment, ~~O~~outdoor” where allowed;
- c) Uses associated with Landmark and other historic structures. Exposed aggregate concrete, or similar, may be used for paving and railroad ties or landscape timbers may be used in lieu of concrete wheel stops;
- d) Land clearing and inert debris landfills; ~~and~~
- e) All Agricultural uses; and
- f) **Overflow parking areas serving a “Church or place of worship” or an “Assembly Hall, nonprofit” use that is located within the Residential Agricultural (RA) or Rural Residential (RR) zoning district, provided the overflow area does not exceed 25% of the total number of required or provided parking spaces onsite, whichever is greater, and complies with the gravel construction standards listed below.**

2) **In order to be considered pervious, gravel parking areas shall be constructed and maintained in compliance with N.C.G.S. 143-214.7D, including all applicable stormwater, sedimentation, and erosion control requirements, and shall remain in a stable, dust-free condition. Otherwise, Gravel parking shall at a minimum meet the following specifications:**

- a) Compacted Subgrade;
- b) 6 Inches Aggregate Base Course;
- c) 1.5 Inches #78M Stone; and
- d) Drive aisles must be repaired or replaced with #78M Stone every six (6) months.

3. **Amendments to Sec. 8.3.9.C Off-Street Alternatives, Shared Parking, Table 8.3-8: Shared Parking Demand by Land Use and Time of Day, to amend the required number of weekend daytime parking spaces for the “Medical/Dental Office” and “Bank” land use categories to better reflect observed demand patterns and ensure consistency with current parking utilization standards**

**Background:** Staff propose to amend this section of the UDO to update the shared parking requirements of Table 8.3-8: *Shared Parking Demand by Land Use and Time of Day*, which currently requires 100% of the required parking spaces for the “Medical/dental office” and “Bank” uses. The new standards of 10% for “Medical/dental offices” and 5% for “Banks” more accurately reflect realistic weekend demand.

8.3.9 Off-Street Parking Alternative

- ...
- C) *Shared Parking*
- ...

Table 8.3-8: Shared Parking Demand by Land Use and Time of Day

| Land Use                        | Weekday           |                    | Weekend                                                                                                             |                    | Nighttime  |
|---------------------------------|-------------------|--------------------|---------------------------------------------------------------------------------------------------------------------|--------------------|------------|
|                                 | Daytime (6am-5pm) | Evening (5pm-12am) | Daytime (6am-5pm)                                                                                                   | Evening (5pm-12am) | (12am-6am) |
| Residential                     | 60%               | 100%               | 80%                                                                                                                 | 100%               | 100%       |
| Office/warehouse/ industrial    | 100%              | 10%                | 10%                                                                                                                 | 5%                 | 5%         |
| Retail                          | 60%               | 90%                | 100%                                                                                                                | 70%                | 5%         |
| Restaurant                      | 70%               | 100%               | 100%                                                                                                                | 70%                | 10%        |
| Hotel/motel                     | 75%               | 100%               | 75%                                                                                                                 | 100%               | 100%       |
| Entertainment                   | 40%               | 100%               | 80%                                                                                                                 | 100%               | 10%        |
| Church or place of worship      | 10%               | 10%                | 100% during regularly scheduled worship/ service times, including 1 hour before and after such times; otherwise 10% | 10%                | 5%         |
| Bank                            | 100%              | 5%                 | <del>100%</del> <b>5%</b>                                                                                           | 5%                 | 5%         |
| Health/fitness centers and spas | 70%               | 100%               | 80%                                                                                                                 | 60%                | 5%         |
| Medical/dental office           | 100%              | 50%                | <del>100%</del> <b>10%</b>                                                                                          | 5%                 | 5%         |

...

4. **Amendment to Sec. 2.3.6.C.1 *Site Plan, Exemptions*, to clarify that all developments qualifying as “exempt” under this section shall obtain administrative approval of an Exempt Site Plan from the Planning Director prior to the commencement of any construction activity, unless otherwise expressly exempted by the provisions of this UDO.**

**Background:** Staff propose to amend Sec. 2.3.6.C.1 of the Unified Development Ordinance (UDO) to ensure consistent application of site plan requirements. Under current language, exempt developments are not required to submit a standard site plan; however, ambiguity exists regarding whether administrative approval is necessary before construction begins. This amendment explicitly requires that exempt developments secure administrative approval of an Exempt Site Plan from the Planning Director prior to construction, unless otherwise expressly exempted by the provisions of the UDO. The change eliminates uncertainty surrounding the term “administrative approval,” promotes uniform interpretation, and strengthens compliance with the Town’s development review process.

#### 2.3.6 *Site Plan*

##### C) *Exemptions*

- 1) Any development or activity that is exempt from site plan review pursuant to Subsection 2.3.6.C.2.b., d., e., f., g., h., i., or j. below shall not be undertaken without an administrative approval **of an Exempt Site Plan** by the Planning Director. Any proposed expansion exempt under 2.3.6.C.2.g. must meet all applicable provisions of this Ordinance to the extent of the expansion and not increase any nonconformity. The application for administrative approval shall be in a form approved by the Planning Director

#### **PLANNING STAFF RECOMMENDATION:**

Planning staff recommend approval of the proposed amendments.

#### **PLANNING BOARD RECOMMENDATION:**

The Planning Board received a presentation as a new business item during their January 12, 2026, meeting, and voted unanimously to recommend approval.

# PLANNING BOARD REPORT TO TOWN COUNCIL

## Unified Development Ordinance Amendments

Planning Board Meeting Date: January 12, 2026



### Report Requirements:

Per NCGS §160D-604, all proposed amendments to the zoning ordinance or zoning map shall be submitted to the Planning Board for review and comment. If no written report is received from the Planning Board within 30 days of referral of the amendment to the Planning Board, the Town Council may act on the amendment without the Planning Board report. The Town Council is not bound by the recommendations, if any, of the Planning Board.

### Planning Board Recommendation:

Motion: Recommend approval as presented.

Introduced by Planning Board member: Alyssa Byrd

Seconded by Planning Board member: Kristy Yule

- Approval of the proposed UDO amendment(s)
- Approval of the proposed UDO amendment(s) with the following conditions:

Denial of the proposed UDO amendment(s)

With 7 Planning Board Member(s) voting "aye"

With 0 Planning Board Member(s) voting "no"

Reasons for dissenting votes:

This report reflects the recommendation of the Planning Board, this the 12th day of January 2026.

Attest:

Keith Braswell, Planning Board Chair

**Amanda Bunce** Digitally signed by Amanda Bunce  
Date: 2026.01.12 17:16:50 -05'00'

Amanda Bunce, Assistant Planning Director



**TOWN OF APEX**  
POST OFFICE BOX 250  
APEX, NORTH CAROLINA 27502  
TEL. 919-249-3426

**CONTINUED PUBLIC NOTIFICATION  
OF PUBLIC HEARING  
AMENDMENTS TO THE UNIFIED  
DEVELOPMENT ORDINANCE (UDO)**

Pursuant to the provisions of North Carolina General Statutes §160D-601 and to the Town of Apex Unified Development Ordinance (UDO) Sec. 2.2.11, notice is hereby given of a public hearing before the Town Council of the Town of Apex for the purpose of soliciting comments relative to the following amendment(s) to the Unified Development Ordinance that are applicable Town-wide:

**Requested by Planning Committee and Planning Staff:**

1. Amendments to Secs. 8.2.2.B *General Landscaping Design Standards, Plant Materials* and 12.2 *Terms Defined* to add language permitting the use of artificial turf as a planting material in limited circumstances. The amendments would provide the opportunity for artificial turf to be used within high-activity or heavily trafficked areas where the establishment or long-term maintenance of natural vegetation is impractical, provided it meets applicable drainage and installation standards.

**Requested by Planning Staff:**

2. Amendments to Sec. 8.3.6 *Off-Street Parking and Loading, Parking Lot Design Standards* to allow gravel overflow parking for “Church or place of worship” and “Assembly hall, non-profit” uses located in the Residential Agricultural (RA) and Rural Residential (RR) zoning districts, subject to specific design and performance standards.
3. Amendments to Sec. 8.3.9.C *Off-Street Alternatives, Shared Parking, Table 8.3-8: Shared Parking Demand by Land Use and Time of Day*, to amend the required number of weekend daytime parking spaces for the “Medical/Dental Office” and “Bank” land use categories to better reflect observed demand patterns and ensure consistency with current parking utilization standards
4. Amendment to Sec. 2.3.6.C.1 *Site Plan, Exemptions*, to clarify that all developments qualifying as “exempt” under this section shall obtain administrative approval of an Exempt Site Plan from the Planning Director prior to the commencement of any construction activity, unless otherwise expressly exempted by the provisions of this UDO.

**Public Hearing Location:** Apex Town Hall  
Council Chamber, 2<sup>nd</sup> floor  
73 Hunter Street, Apex, North Carolina

**Town Council Public Hearing Date and Time:** ~~January 27, 2026~~ **February 10, 2026, 6:00 PM**

You may attend the meeting in person or view the meeting through the Town’s YouTube livestream at: <https://www.youtube.com/c/townofapexgov>.

If you are unable to attend, you may provide a written statement by email to [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), or submit it to the Office of the Town Clerk (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Town Council vote. You must provide your name and address for the record. The written statements will be delivered to the Town Council members prior to their vote. Please include the Public Hearing name in the subject line.

The UDO can be accessed online at: <http://www.apexnc.org/233>.

Dianne F. Khin, AICP  
Planning Director

Published Dates: January 2, 2026 – ~~January 27~~ **February 10, 2026**



**TOWN OF APEX**  
POST OFFICE BOX 250  
APEX, NORTH CAROLINA 27502  
TEL. 919-249-3426

## **CONTINUADA NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS**

### **Modificación de la Ordenanza de Desarrollo Unificado (UDO)**

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-601 y con la sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del pueblo de Apex, por la presente se notifican las audiencias públicas ante el Consejo Municipal del pueblo de Apex a fin de solicitar comentarios relativos a la siguiente modificación de la Ordenanza de Desarrollo Unificado que se aplican a todo el pueblo:

#### **Solicitado por el Comité de Planificación y el Personal de Planificación:**

1. Modificaciones a las secciones 8.2.2.B *Normas generales de diseño paisajístico, materiales vegetales* y 12.2 *Términos definidos* para añadir una cláusula que permita el uso de césped artificial como material vegetal en circunstancias limitadas. Las modificaciones permitirían el uso de césped artificial en zonas de alta actividad o muy transitadas en las que no es viable el establecimiento o el mantenimiento a largo plazo de vegetación natural, siempre que se cumplan las normas de drenaje e instalación aplicables.

#### **Solicitado por el Personal de Planificación:**

2. Enmiendas a la sección 8.3.6 *Estacionamiento y carga fuera de la vía pública, normas de diseño de estacionamientos* para permitir el estacionamiento adicional con grava para iglesias y lugares de culto y salas de reuniones, usos sin ánimo de lucro ubicados en los distritos de zonificación residencial agrícola (RA) y residencial rural (RR), sujetos a normas específicas de diseño y rendimiento.
3. Enmiendas a la sección 8.3.9.C *Alternativas fuera de la vía pública, estacionamiento compartido*, tabla 8.3-8: *Demanda de estacionamiento compartido por uso del suelo y hora del día*, para modificar el número requerido de espacios de estacionamiento diurnos durante el fin de semana para las categorías de uso del suelo «Consultorio médico/dentista» y «Banco», con el fin de reflejar mejor los patrones de demanda observados y garantizar la coherencia con las normas actuales de utilización de estacionamiento.
4. Enmienda a la Sección 2.3.6.C.1 *Plan del emplazamiento, exenciones*, para aclarar que todas las urbanizaciones que reúnan los requisitos para ser consideradas «exentas» en virtud de esta sección deberán obtener la aprobación administrativa de un plan del emplazamiento exento por parte del director de planificación antes de iniciar cualquier actividad de construcción, salvo que las disposiciones de esta UDO establezcan expresamente lo contrario.

**Lugar de la audiencia pública:** Ayuntamiento de Apex  
Cámara del Consejo, 2.º piso  
73 Hunter Street, Apex, North Carolina

**Fecha y hora de la audiencia pública del Consejo Municipal:** ~~27 de enero de~~ **10 de febrero de 2026, 6:00 p. m.**

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/c/townofapexgov>.

Si no puede asistir, puede proporcionar una declaración escrita por correo electrónico a [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), o presentarla a la Oficina de la Secretaria Municipal (73 Hunter Street o por correo postal a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación del Consejo Municipal. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán al Consejo Municipal antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

Se puede acceder a la UDO en línea en <http://www.apexnc.org/233>.

Dianne F. Khin, AICP  
Directora de Planificación

Fechas de publicación: del 2 de enero de 2026 al ~~27 de enero~~ **10 de febrero** de 2026



**TOWN OF APEX**  
POST OFFICE BOX 250  
APEX, NORTH CAROLINA 27502  
TEL. 919-249-3426

**CONTINUED PUBLIC NOTIFICATION  
OF PUBLIC HEARING  
AMENDMENTS TO THE UNIFIED  
DEVELOPMENT ORDINANCE (UDO)**

Pursuant to the provisions of North Carolina General Statutes §160D-601 and to the Town of Apex Unified Development Ordinance (UDO) Sec. 2.2.11, notice is hereby given of a public hearing before the Town Council of the Town of Apex for the purpose of soliciting comments relative to the following amendment(s) to the Unified Development Ordinance that are applicable Town-wide:

**Requested by Planning Committee and Planning Staff:**

1. Amendments to Secs. 8.2.2.B *General Landscaping Design Standards, Plant Materials* and 12.2 *Terms Defined* to add language permitting the use of artificial turf as a planting material in limited circumstances. The amendments would provide the opportunity for artificial turf to be used within high-activity or heavily trafficked areas where the establishment or long-term maintenance of natural vegetation is impractical, provided it meets applicable drainage and installation standards.

**Requested by Planning Staff:**

2. Amendments to Sec. 8.3.6 *Off-Street Parking and Loading, Parking Lot Design Standards* to allow gravel overflow parking for "Church or place of worship" and "Assembly hall, non-profit" uses located in the Residential Agricultural (RA) and Rural Residential (RR) zoning districts, subject to specific design and performance standards.
3. Amendments to Sec. 8.3.9.C *Off-Street Alternatives, Shared Parking, Table 8.3-8: Shared Parking Demand by Land Use and Time of Day*, to amend the required number of weekend daytime parking spaces for the "Medical/Dental Office" and "Bank" land use categories to better reflect observed demand patterns and ensure consistency with current parking utilization standards
4. Amendment to Sec. 2.3.6.C.1 *Site Plan, Exemptions*, to clarify that all developments qualifying as "exempt" under this section shall obtain administrative approval of an Exempt Site Plan from the Planning Director prior to the commencement of any construction activity, unless otherwise expressly exempted by the provisions of this UDO.

**Public Hearing Location:** Apex Town Hall  
Council Chamber, 2<sup>nd</sup> floor  
73 Hunter Street, Apex, North Carolina

**Town Council Public Hearing Date and Time:** ~~January 27, 2026~~ **February 10, 2026, 6:00 PM**

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at: <https://www.youtube.com/c/townofapexgov>.

If you are unable to attend, you may provide a written statement by email to [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), or submit it to the Office of the Town Clerk (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Town Council vote. You must provide your name and address for the record. The written statements will be delivered to the Town Council members prior to their vote. Please include the Public Hearing name in the subject line.

The UDO can be accessed online at: <http://www.apexnc.org/233>.

Dianne F. Khin, AICP  
Planning Director

Published Dates: January 2, 2026 – ~~January 27~~ **February 10**, 2026



**TOWN OF APEX**  
POST OFFICE BOX 250  
APEX, NORTH CAROLINA 27502  
TEL. 919-249-3426

**CONTINUADA NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS**  
Modificación de la Ordenanza de Desarrollo Unificado (UDO)

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-601 y con la sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del pueblo de Apex, por la presente se notifican las audiencias públicas ante el Consejo Municipal del pueblo de Apex a fin de solicitar comentarios relativos a la siguiente modificación de la Ordenanza de Desarrollo Unificado que se aplican a todo el pueblo:

**Solicitado por el Comité de Planificación y el Personal de Planificación:**

1. Modificaciones a las secciones 8.2.2.B *Normas generales de diseño paisajístico, materiales vegetales y 12.2 Términos definidos* para añadir una cláusula que permita el uso de césped artificial como material vegetal en circunstancias limitadas. Las modificaciones permitirían el uso de césped artificial en zonas de alta actividad o muy transitadas en las que no es viable el establecimiento o el mantenimiento a largo plazo de vegetación natural, siempre que se cumplan las normas de drenaje e instalación aplicables.

**Solicitado por el Personal de Planificación:**

2. Enmiendas a la sección 8.3.6 *Estacionamiento y carga fuera de la vía pública, normas de diseño de estacionamientos* para permitir el estacionamiento adicional con grava para iglesias y lugares de culto y salas de reuniones, usos sin ánimo de lucro ubicados en los distritos de zonificación residencial agrícola (RA) y residencial rural (RR), sujetos a normas específicas de diseño y rendimiento.
3. Enmiendas a la sección 8.3.9.C *Alternativas fuera de la vía pública, estacionamiento compartido*, tabla 8.3-8: *Demanda de estacionamiento compartido por uso del suelo y hora del día*, para modificar el número requerido de espacios de estacionamiento diurnos durante el fin de semana para las categorías de uso del suelo «Consultorio médico/dentista» y «Banco», con el fin de reflejar mejor los patrones de demanda observados y garantizar la coherencia con las normas actuales de utilización de estacionamiento.
4. Enmienda a la Sección 2.3.6.C.1 *Plan del emplazamiento, exenciones*, para aclarar que todas las urbanizaciones que reúnan los requisitos para ser consideradas «exentas» en virtud de esta sección deberán obtener la aprobación administrativa de un plan del emplazamiento exento por parte del director de planificación antes de iniciar cualquier actividad de construcción, salvo que las disposiciones de esta UDO establezcan expresamente lo contrario.

**Lugar de la audiencia pública:** Ayuntamiento de Apex  
Cámara del Consejo, 2.º piso  
73 Hunter Street, Apex, North Carolina

**Fecha y hora de la audiencia pública del Consejo Municipal:** ~~27 de enero de~~ **10 de febrero de 2026, 6:00 p. m.**

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/c/townofapexgov>.

Si no puede asistir, puede proporcionar una declaración escrita por correo electrónico a [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), o presentarla a la Oficina de la Secretaria Municipal (73 Hunter Street o por correo postal a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación del Consejo Municipal. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán al Consejo Municipal antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

Se puede acceder a la UDO en línea en <http://www.apexnc.org/233>.

Dianne F. Khin, AICP  
Directora de Planificación

Fechas de publicación: del 2 de enero de 2026 al ~~27 de enero~~ **10 de febrero** de 2026

## AN ORDINANCE TO AMEND CERTAIN SECTIONS OF THE UNIFIED DEVELOPMENT ORDINANCE

BE IT ORDAINED by the Town Council of the Town of Apex as follows:

**Section 1. Sections 8.2.2 and 12.2 of the Unified Development Ordinance are now amended to read as follows with additions shown as bold underlined text and deletions shown as struck-through text:**

### 8.2.2 General Landscaping Design Standards

...

#### B) *Plant Materials*

...

#### 3) *Plant Sizes and Standards*

...

- g) Grass shall be planted in species normally grown as permanent lawns in the Town and region. In swales or other areas subject to erosion, solid sod, erosion-reducing net, or suitable mulch shall be used and nursegrass seed shall be sown for immediate protection until complete coverage otherwise is achieved. Grass sod shall be free and clean of weeds and noxious pests or diseases. Ground cover shall be planted in such a manner as to provide 75% complete coverage after two growing seasons.

#### **h) *Artificial Turf***

- (i) As an alternative to grass, artificial turf meeting the requirements of N.C.G.S. §143-214.7D may be permitted as pervious where its use enhances site durability, minimizes erosion, or addresses maintenance constraints, provided it is installed to ensure adequate drainage and long-term performance. Artificial turf shall be a natural grass color and shall be limited to areas where the Planning Director or designee determines that natural vegetation is impractical to establish or sustain, including but not limited to:**

**(a) Athletic fields;**

**(b) Narrow pedestrian corridors between buildings or courtyards;**

**(c) Roof terraces;**

**(d) Shaded gathering areas;**

**(e) Small or confined areas subject to high foot traffic; or**

**(f) Common areas intended for a high volume of foot traffic.**

- (ii) Artificial turf that does not meet the requirements of N.C.G.S. §143-214.7D may be permitted as impervious provided that the**

total built-upon area does not exceed the limitations in Sec. 5.1 Table of Intensity and Dimensional Standards.

(iii) Artificial turf shall be prohibited within required landscape buffers, Resource Conservation Area (RCA), privately-owned play lawns, riparian buffers, floodplains, and any areas prohibited by state law, and shall not be credited toward required landscape materials or minimum planting area calculations.

**i) Existing Installations of Artificial Turf**

Artificial turf installed prior to February 24, 2026, may remain in place, provided it is maintained in good condition and does not create drainage, erosion, or stormwater compliance issues. Existing artificial turf installations shall be subject to the following provisions:

(i) Maintenance. Existing artificial turf shall be maintained in good condition, free of tears, fading, deterioration, or drainage deficiencies.

(ii) Expansion. Expansion of artificial turf areas beyond their originally installed footprint shall not be permitted except in conformance with current Ordinance requirements.

12.2 Terms Defined

...

**Artificial Turf**

Artificial turf means a surface composed of synthetic fibers designed to replicate the appearance and function of natural grass. It is typically used in locations where natural grass would otherwise be installed, including sports fields, residential areas, and commercial developments.

...

**Grass**

Grass means natural, living vegetation consisting of perennial turf-forming species suitable for use as groundcover in lawns, landscaped areas, and open spaces. Grass does not include artificial or synthetic turf.

...

**Section 2** Section 8.3.6 of the Unified Development Ordinance is now amended to read as follows with additions shown as bold underlined text and deletions shown as struck-through text:

8.3.6 Parking Lot Design Standards

...

**D) Surfacing and Maintenance**

All off-street parking areas shall be paved and kept in a dust-free condition at all times. Permeable pavement, if used, shall comply with the North Carolina Department of

Environmental Quality's Minimum Design Criteria in the NCDEQ Stormwater Design Manual.

1) *Exceptions*

Parking for the following shall be gravel or paved and kept in a dust-free condition at all times:

- a) All uses in the CB Conservation Buffer zoning district;
- b) Athletic Fields only under the category of "Entertainment, Outdoor" where allowed;
- c) Uses associated with Landmark and other historic structures. Exposed aggregate concrete, or similar, may be used for paving and railroad ties or landscape timbers may be used in lieu of concrete wheel stops;
- d) Land clearing and inert debris landfills; ~~and~~
- e) All Agricultural uses; and
- f) **Overflow parking areas serving a "Church or place of worship" or an "Assembly Hall, nonprofit" use that is located within the Residential Agricultural (RA) or Rural Residential (RR) zoning district, provided the overflow area does not exceed 25% of the total number of required or provided parking spaces onsite, whichever is greater, and complies with the gravel construction standards listed below.**

2) **In order to be considered pervious, gravel parking areas shall be constructed and maintained in compliance with N.C.G.S. 143-214.7D, including all applicable stormwater, sedimentation, and erosion control requirements, and shall remain in a stable, dust-free condition. Otherwise, G** gravel parking shall at a minimum meet the following specifications:

- a) Compacted Subgrade;
- b) 6 Inches Aggregate Base Course;
- c) 1.5 Inches #78M Stone; and
- d) Drive aisles must be repaired or replaced with #78M Stone every six (6) months.

**Section 3. Section 8.3.9 of the Unified Development Ordinance is now amended to read as follows with additions shown as bold underlined text and deletions shown as struck-through text:**

8.3.9 Off-Street Parking Alternative

...

C) *Shared Parking*

...

Table 8.3-8: Shared Parking Demand by Land Use and Time of Day

| Land Use                           | Weekday              |                       | Weekend                                                                                                                            |                       | Nighttime  |
|------------------------------------|----------------------|-----------------------|------------------------------------------------------------------------------------------------------------------------------------|-----------------------|------------|
|                                    | Daytime<br>(6am-5pm) | Evening<br>(5pm-12am) | Daytime<br>(6am-5pm)                                                                                                               | Evening<br>(5pm-12am) | (12am-6am) |
| Residential                        | 60%                  | 100%                  | 80%                                                                                                                                | 100%                  | 100%       |
| Office/warehouse/<br>industrial    | 100%                 | 10%                   | 10%                                                                                                                                | 5%                    | 5%         |
| Retail                             | 60%                  | 90%                   | 100%                                                                                                                               | 70%                   | 5%         |
| Restaurant                         | 70%                  | 100%                  | 100%                                                                                                                               | 70%                   | 10%        |
| Hotel/motel                        | 75%                  | 100%                  | 75%                                                                                                                                | 100%                  | 100%       |
| Entertainment                      | 40%                  | 100%                  | 80%                                                                                                                                | 100%                  | 10%        |
| Church or place of<br>worship      | 10%                  | 10%                   | 100% during regularly<br>scheduled worship/<br>service times,<br>including 1 hour<br>before and after such<br>times; otherwise 10% | 10%                   | 5%         |
| Bank                               | 100%                 | 5%                    | <del>100%</del> <b>5%</b>                                                                                                          | 5%                    | 5%         |
| Health/fitness centers<br>and spas | 70%                  | 100%                  | 80%                                                                                                                                | 60%                   | 5%         |
| Medical/dental office              | 100%                 | 50%                   | <del>100%</del> <b>10%</b>                                                                                                         | 5%                    | 5%         |

...

**Section 4. Section 2.3.6 of the Unified Development Ordinance is now amended to read as follows with additions shown as bold underlined text and deletions shown as struck-through text:**

2.3.6 Site Plan

*Exemptions*

- 1) Any development or activity that is exempt from site plan review pursuant to Subsection 2.3.6.C.2.b., d., e., f., g., h., i., or j. below shall not be undertaken without an administrative approval **of an Exempt Site Plan** by the Planning Director. Any proposed expansion exempt under 2.3.6.C.2.g. must meet all applicable provisions of this Ordinance to the extent of the expansion and not increase any nonconformity. The application for administrative approval shall be in a form approved by the Planning Director

**Section 5.** The Planning Director and/or Town Manager are hereby authorized to renumber, revise formatting, correct typographic errors, to verify and correct cross references, indexes and diagrams as necessary to codify, publish, and/or accomplish the provisions of this ordinance or future amendments as long as doing so does not alter the terms of this ordinance.

**Section 6.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed. If any section, paragraph, subdivision, clause or provision of this ordinance shall be adjudged invalid, such adjudication shall apply only to such section, paragraph, subdivision, clause or provision so adjudged and the remainder of the ordinance shall be deemed valid and effective.

**Section 7.** The ordinances shall be effective upon enactment on the \_\_\_\_ day of \_\_\_\_\_ 2026.

Introduced by Council Member \_\_\_\_\_

Seconded by Council Member \_\_\_\_\_

Attest:

TOWN OF APEX

\_\_\_\_\_  
Allen Coleman, CMC, NCCCC  
Town Clerk

\_\_\_\_\_  
Jacques K. Gilbert  
Mayor

Approved as to Form:

\_\_\_\_\_  
Laurie L. Hohe  
Town Attorney