



AGENDA | REGULAR TOWN COUNCIL MEETING

August 13, 2024 at 6:00 PM

Council Chambers - Apex Town Hall, 73 Hunter Street

The meeting will adjourn when all business is concluded or 10:00 PM, whichever comes first

Town Council and Town Executive Leadership

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

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

Town Manager: Randal E. Vosburg

Deputy Town Manager: Shawn Purvis

Assistant Town Managers: Demetria John and Marty Stone

Town Clerk: Allen L. Coleman | Town Attorney: Laurie L. Hohe

COMMENCEMENT

Call to Order | Invocation | Pledge of Allegiance

CONSENT AGENDA

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

CN1 Agreement - Active Network, LLC - Recreation Programming Registration Software - September 1, 2024 through June 30, 2025

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

CN2 Agreement - Interlocal Agreement - Emergency Dispatch and Communications Systems - Town of Apex, Town of Cary, and Town of Morrisville

Tim Herman, Chief, Apex Fire Department (AFD)

CN3 Annexation No. 785 - Elevate 64 West - 35.15 acres

Allen Coleman, Town Clerk

CN4 Annexation No. 787 - Chapel Ridge North - 21.56 acres

Allen Coleman, Town Clerk

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

Allen Coleman, Town Clerk

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

Allen Coleman, Town Clerk

CN7 Construction Contract Award - W.C. Construction Company - Columbarium Project Budget Ordinance Amendment No. 1 and Capital Project Ordinance Amendment No. 2025-1

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

CN8 Contract Multi-Year - Blink Charging Co. - Install New EV Charging Infrastructure - August 2024 through August 2029

Matt Wetherell, Facilities and Grounds Manager, Public Works Department, and Don Reeves, Sustainability Coordinator, Budget and Performance Management Dept.

CN9 Contract - Single Source Vendor - Borders States - Regulator Controllers at Mount Zion Substation - Eaton CL-7 Series

Eric Neumann, MPA, Director, Electric Utilities Department

CN10 Contract Agreement Amendment - Municipal Fire Protection with Wake County - Fiscal Years 2023 through 2025

Tim Herman, Chief, Apex Fire Department (AFD)

CN11 Council Meeting Minutes - Various

Allen Coleman, Town Clerk

CN12 Human Resources (HR) Policy Updates - Town's Personnel Policies

Mary Beth Manville, Director, Human Resources Department

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

Lori Avent, Water Resources Specialist, Water Resources Department

CN14 Rezoning Case No. 22CZ27 - Center City Townhomes - Statement and Ordinance

Lauren Staudenmaier, Planner II, Planning Department

CN15 Rezoning Case No. 24CZ05 - 2228 Kelly Road - Statement and Ordinance

Lauren Staudenmaier, Planner II, Planning Department

CN16 Rezoning Case No. 24CZ08 - 0 and 1341 Perry Road - Statement and Ordinance

Shelly Mayo, Planner II, Planning Department

CN17 Tax Report - May 2024

Allen Coleman, Town Clerk

PRESENTATIONS

PR1 Proclamation - Apex Outreach Service Project (AOSP) - Celebrating 25 Years of Service and Success

Mayor Jacques K. Gilbert

REGULAR MEETING AGENDA

Mayor Gilbert will call for additional Agenda items from Council or Staff and set the Regular Meeting Agenda prior to Council actions.

PUBLIC FORUM

Public Forum allows the public an opportunity to address the Town Council. The speaker is requested not to address items that appear as Public Hearings scheduled on the Regular Agenda. The Mayor will recognize those who would like to speak at the appropriate time. Large groups are asked to select a representative to speak for the entire group. Comments must be limited to 3 minutes to allow others the opportunity to speak.

PUBLIC HEARINGS

PH1 Apex Transportation Plan Amendments - Middle Creek Greenway

Angela Reincke, Parks Planning Manager, Parks, Recreation, and Cultural Resources Dept.

PH2 Unified Development Ordinance (UDO) Amendments - July and August 2024

Amanda Bunce, Current Planning Manager, Planning Department

NEW BUSINESS

NB1 Construction Contract Award - S. T. Wooten Corporation - Apex Peakway Southwest Connector

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

NB2 Façade Grant Program Discussion - Potential Changes

Dianne Khin, Director, Planning Department, and Marty Stone, Assistant Town Manager, Town Manager's Office

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

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

UPDATES BY TOWN MANAGER

TM1 Police Chief Recruitment Process Overview

Randy Vosburg, Town Manager, and

Demetria John, Assistant Town Manager, Community and Safety Portfolio

CLOSED SESSION

Council will enter into closed session pursuant to:

CS1 Steve Adams, Utilities Acquisition and Real Estate Specialist

NCGS §143-318.11(a)(5):

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

CS2 Laurie Hohe, Town Attorney

RE: Williams v. Town of Apex

NCGS § 143-318.11(a)(3)

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

CS3 Allen Coleman, Town Clerk

NCGS §143-318.11(a)(1):

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

ADJOURNMENT

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 13, 2024

Item Details

Presenter(s): Craig Setzer, Director

Department(s): Parks, Recreation and Cultural Resources

Requested Motion

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

Approval Recommended?

Yes

Item Details

This agreement changes the terms of the annual subscription from varying service and transaction fees to an annual subscription fee and lower charges per transaction. In Fiscal Year 23-24, \$145,039 was paid in credit card charges using the varying credit card scale below.

In person processing and transaction fees that are paid to ActiveNet at 5.9528% + .25 cents per transaction. Online Fees are based on a tiered rate structure as follows:

Tier 1. Transactions amounting from \$.01-\$150 = 7.603% + .50 cents per transaction.

Tier 1. Transactions amounting from \$150.01-500 = 4.094% + \$5 per transaction.

Tier 1. Transactions amounting from \$500+ = 2.924% + \$10 per transaction.

The proposed agreement will require an annual subscription fee of \$81,000/year plus a 3% flat fee for credit card purchases online and in person. Last fiscal year we received approximately 59,353 transactions. Estimates from last fiscal year show that if the proposed agreement were in place there would have been a savings of \$60,000. It is anticipated that with additional programming and new rental opportunities at Pleasant Park we will incur additional savings with increased transactions and lower ActiveNet fees.

Attachments

- CN1-A1: 2024 ActiveNet Agreement - Agreement - Active Network, LLC - Recreation Programming Registration Software - September 1, 2024 through June 30, 2025
- CN1-A2: 2012 ActiveNet Agreement - Agreement - Active Network, LLC - Recreation Programming Registration Software - September 1, 2024 through June 30, 2025



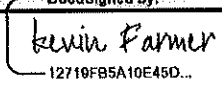
PRODUCT AND SERVICES AGREEMENT

CLIENT INFORMATION			
ORGANIZATION FULL LEGAL NAME:	Town of Apex	ADDRESS:	53 Hunter Street Apex, NC 27502 United States
CONTACT NAME:		TELEPHONE:	
EMAIL:			

OVERVIEW OF AGREEMENT
This Agreement consists of this cover page, the Schedule, the General Terms, and the following Product Attachments:
Recreation and Membership Management Product Attachment
Third Party Hardware Product Attachment

NOTE: If Client is tax exempt, certificate must be provided along with signed contract.

In consideration of the mutual promises and covenants contained in this Agreement, Client and Active hereby agree to be bound by this Agreement. By signing below, Client acknowledges and confirms that it has read this Agreement.

CLIENT	ACTIVE NETWORK, LLC
Signature: _____	DocuSigned by:  12710FB5A10E45D...
Name: _____	Kevin Farmer
Title: _____	VP of Sales
Date: _____	7/3/2024 9:54 AM PDT

Active Network, LLC
5850 Granite Parkway, Suite 1200, Plano, TX 75024
Telephone: (469) 291-0300

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

Antwan Morrison, Town Finance Director



Schedule

This is a Schedule pursuant to that certain Product and Services Agreement Contract #00133084, dated as of _____, entered into by and between Active Network, LLC, and the Town of Apex on behalf of its Parks, Recreation, and Cultural Resources.

Company Address 3400 N Central Expressway, Suite 300
Richardson, TX 75082
US

Created Date 4/22/2024
Quote Number 00133084
Currency USD

Prepared By Deborah Angel
Opportunity Owner Deanna Foy
Owner Email deanna.foy@activenetwork.com

Contact Name Madeline Cavanagh
Phone 9198155027
Email madeline.cavanagh@apexnc.org

Bill To Name Town of Apex Parks, Recreation & Cultural Resources
Bill To Contact Madeline Cavanagh
Bill To Address Parks, Recreation & Cultural Resources P.O.
Box 250
Apex, NC 27502 United States

Ship To Contact Madeline Cavanagh
Ship To Address 53 Hunter Street
Apex, NC 27502 United States

Product	Product Type	Description	Quantity	Total Price*	Sales Price	Fee %	Total Price
ACTIVENet - Annual Subscription Fee	SaaS		1	USD 81,000.00	USD 81,000.00		81,000.00
ACTIVENet - SaaS				USD 49,915.00	USD 49,915.00		
ACTIVENet - Staff Interface - Payment Processing Fee - Electronic Cheque/Check Processing	SaaS		1	USD 0.00	USD 0.00	0.50	
ACTIVENet - Staff Interface - Refunds - Credit Card (Flat Fee)	SaaS		1	USD 0.10	USD 0.10		0.10
ACTIVENet - Public Interface - Online Transaction Fee	SaaS	Migration Loyalty Rates for first term of contract for U.S. organizations exceeding \$30,000,000 in annual revenue through ACTIVE Net.	1	USD 0.00	USD 0.00	3.00	
ACTIVENet - Staff Interface - Payment Processing Fee - Credit Card	SaaS	Rates for organizations between \$1,500,000 to \$8,000,000 in annual revenue through ACTIVE Net.	1	USD 0.00	USD 0.00	3.00	

Total Price USD 81,000.00

Annual Projected Contract Value USD 81,000.00

Active reserves the right and may take additional measures to verify Client's account which may consist of reviewing publicly available data and/ confirmation of Client provided information. Such verification measures will be completed in advance of remittance.

All fees described herein are in consideration of the Products that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agree not to impose such surcharge on any End User.



Schedule

The payment options we offer may include MasterCard, Visa, American Express and Discover.

If your order includes hardware, please note that all hardware orders have a 30-day return policy, and it is recommended that you inspect your purchases upon delivery.

*Sales tax and shipping not included in total price. Sales tax and shipping, where applicable, will be added to your invoice.

Capitalized terms used in this Schedule and not defined have the meaning set forth in the General Terms or Product Terms, as applicable.

Quote Acceptance Information
Town of Apex Parks, Recreation & Cultural Resources

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Active Network, LLC

DocuSigned by:

Kevin Farmer

12719FB5A10E45D...

Signature: _____

Name: _____

VP of Sales

Title: _____

Date: 7/3/2024 | 9:54 AM PDT

Signature: _____

Printed Name: _____

Title: _____

Date: _____

PO# (if applicable): _____

Products and Services General Terms

Client's relationship with Active and Client's use of Active's products and services (including Client's licensing of Active's SaaS, Client's use of Services, and/or Client's purchase or leasing of Hardware) are subject to the terms and conditions set forth herein and are between Client and Active. Capitalized terms are defined in Section Z below, unless otherwise defined within the body of this Agreement, the applicable Product Attachment, or Schedule. In order to use the Products, Client must first agree to this Agreement. Client represents and warrants that Client has the necessary and full right, power, authority, and capability to accept this Agreement, to bind Client's organization, and to perform Client's obligations hereunder. Client can accept this Agreement by signing this Agreement. Client may not use the Products and may not accept this Agreement if (i) Client is not of legal age to form a binding contract with Active, or (ii) Client is a person barred from receiving the Products under the laws of the United States or other countries, including the country in which Client is a resident or from which Client uses the Products. Client may not use the Products if Client does not accept this Agreement. By accepting this Agreement, Client agrees as follows:

1. AGREEMENT STRUCTURE AND SCOPE.

1.1. General Terms and Incorporation of Product Terms. This Agreement establishes the general terms and conditions to which the parties have agreed to in order to facilitate the licensing of the Products. Additional Product-specific terms and conditions are set forth in one or more documents referenced in the applicable Schedule, each of which is incorporated herein (each, a "Product Attachment"). All references to the "General Terms" mean this document, exclusive of Product Attachments and Schedules.

1.2. Incorporation of Schedules. The parties may enter into new Schedules from time to time. Each Schedule incorporates the terms of these General Terms and the applicable Product Attachment.

1.3. Incorporation of EULAs. Client's use of any Third Party Products hereunder may be subject to, and Client will comply with, this Agreement and any applicable Third Party EULA(s).

1.4. Incorporation of Exhibits. Client's use of any payment processing services hereunder will be subject to, and Client will comply with, this Agreement and any applicable Exhibit(s).

1.5. Affiliates. Client's Affiliates may order Products from Active (or one of Active's Affiliates) by entering into a Schedule. In the event that a Client Affiliate enters into a Schedule with Active (or an Affiliate of Active), reference in this Agreement to "Client" and "Active" will mean the respective entity that accepts (as described in the Preamble) the applicable Schedule. Each such Schedule will be deemed to be a separate agreement.

2. FINANCIAL TERMS.

2.1. Fees; Payment Terms; Currency. Fees, currency, and payment terms are specified in the applicable Schedule. Unless otherwise specified in the Schedule, all amounts owed by Client that are not directly collected by Active are due from Client within thirty (30) days from either (a) the end of the remittance cycle during which the fees accrued (if related to registrations or transaction processing), or (b) the date of the applicable invoice. Past due fees will accrue interest at the lesser of the annual rate of ten percent (10%) per annum or the maximum amount permitted by applicable law. In the event of any non-payment or delay in paying a fee, to the extent permitted by law, Client agrees to reimburse Active for any fees and expenses incurred in its collection efforts. Payment of fees is under no circumstances subject to, or conditioned upon, the delivery of future Products or functionality. Active shall have the right, once per calendar year, to increase the subscription fees by two percent (2%) and/or the transaction fees by four percent (4%) (the "Annual Fee Increase"), as applicable. In special circumstances, Active, in its sole discretion and upon thirty (30) days' written notice to Client (which may be sent by email), shall have the right to further increase the subscription fees and/or transaction fees on an annual basis by an additional amount (the "Additional Increase") provided that the Annual Fee Increase and the Additional Increase cumulatively do not exceed five percent (5%) for subscription fees and/or twelve and a half percent (12.5%) for transaction fees.

2.2. Additional Payment Terms. If Active reasonably believes that a transaction by Client, licensee, or End User, as applicable, may be fraudulent or otherwise contrary to law, Active may issue an invoice or offset an equivalent amount from Client's account or any payment Active owes to Client and return the value to the End User (as set forth below) and if sufficient funds are not available, Client must reimburse Active on demand. Active will notify Client of the reason for such offset provided that it is lawful to do so.

2.3. Credit Card Surcharging. All fees described in the applicable Schedule are in consideration of the Products that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agrees not to impose such a surcharge on any End User.

2.4. Taxes. The prices stated in this Agreement do not include Taxes. Client is responsible for, and agrees to pay, any and all required Taxes which may be assessed on Client's invoices. If Client is tax-exempt, Client will send Active a copy of its valid tax-exempt certificate (or, as applicable, its reseller's certificate) prior to execution of any Schedule. Client is solely responsible for determining which, if any, Taxes apply to End Users or licensees in connection with Client's use of the Products and for collecting, remitting, and reporting the correct amounts of all such Taxes to the applicable governmental authorities, even if Active provides Client with tools that assist Client in doing so. In the event that a governmental authority requires Active to pay any Taxes attributable to Client's use of the Products, to the extent not prohibited by law, Client agrees to defend, indemnify, and hold Active harmless from all such Taxes and all costs and expenses related thereto. Active reserves the right to modify this section and apply all required Taxes to this Agreement upon providing a thirty (30) day written notice to Client in order to comply with applicable laws. When Active is acting as the payment facilitator and Client elects to include an additional fee in the End Users' cart that is identified as a "sales tax" or similar designation, then, no more frequently than once per calendar year during the Term of the Agreement, Active may, upon at least five (5) business days' prior written notice, (a) require Client to send to Active Client's books and records related to its sales tax payments, and/or (b) visit Client's premises during Client's normal business hours to review Client's sales tax payments.

3. LIMITED RIGHTS AND OWNERSHIP; INDEMNIFICATION; CONFIDENTIALITY.

3.1. Reservation of Rights. All rights not expressly granted in this Agreement are reserved by Active and its licensors. Client acknowledges that: (a) all Protected Materials are licensed and not sold; (b) Client acquires only the right to use the Products in accordance with this Agreement, and Active and/or its licensors will retain sole and exclusive ownership of and all right, title, and interest in the Products, including the following: (i) all Intellectual Property embodied or associated with the Products, (ii) all deliverables and work product associated with the Products, and (iii) all copies and derivative works thereof; and (c) the Products, including the source and object codes, logic, and structure, contain and constitute valuable trade secrets of Active and its licensors.

3.2. Restrictions. Unless otherwise set forth in a EULA, Product Attachment, or Schedule, Client will not itself, or through any Affiliate, employee, consultant, contractor, agent, or other third party: (a) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, the Protected Materials; (b) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure, or other elements of the Products in whole or in part, for competitive purposes or otherwise; (c) allow access to, provide, divulge, or make available the Protected Materials to any user other than those who are licensed pursuant to this Agreement to have such access; (d) write or develop any derivative works based upon the Products; (e) modify, adapt, translate, or otherwise make any changes to the Products or any part thereof; (f) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a service bureau basis; (g) disclose or publish, without Active's prior written consent, (i) performance or capacity statistics, or the results of any benchmark test performed on the Products, or (ii) the terms (but not the existence) of this Agreement or other valuable trade secrets of Active or its licensors; (h) without Active's prior written consent, perform or disclose or cause to be performed or disclosed any information related to any security penetration or similar tests; (i) disclose or otherwise use or copy the Protected Materials except as expressly permitted herein; (j) remove from any Products identification, patent, copyright, trademark, or other notices or circumvent or disable any security devices' functionality or features; (k) contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or Intellectual Property rights, title, or interests of Active in and to any Products; (l) use the Products for other than authorized and legal purposes, consistent with this Agreement and all applicable laws, regulations, and the rights of others; (m) take any steps to avoid or defeat the purpose of security measures associated with the Products, such as sharing of login and password information, or attempt to circumvent any use restrictions; or (n) except as expressly permitted by this Agreement, use the Protected Materials for hosting purposes. Further, Client will: (o) not use the Products to transmit, publish, or distribute any material or information: (i) for which Client does not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the Intellectual Property rights of any third party; (ii) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the Products; (iii) that is inaccurate or misleading; (iv) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable; (v) that contains a virus or malicious code; or (vi) that includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable person would consider private in nature; (p) not attempt to gain access to any systems or networks that connect to the Products except for the express purpose of using the Products for their intended use; (q) not engage in any activity that interferes with or disrupts the Products; and (r) not use the Products in violation of the CAN-SPAM Act, Canadian Anti-Spam Legislation, or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications.

3.3. Enforcement. Client will (a) ensure that all Client users of Products comply with the terms and conditions of this Agreement; (b) promptly notify Active of any actual or suspected violation thereof; and (c) cooperate with Active with respect to any investigation and enforcement of this Agreement.

3.4. Active Indemnification. Active agrees to defend, settle, and pay damages (including reasonable attorneys' fees) ("Client Losses") relating to any third party claim, demand, cause of action, or proceedings (whether threatened, asserted, or filed) ("Claim(s) Against Client") against Client to the extent that such claim is based upon Active's proprietary Products (excluding Professional Services and Third Party Products) directly infringing a United States patent, registered United States copyright, or registered United States trademark, provided that the Products are used in compliance with this Agreement; provided Client shall (i) promptly give Active written notice of the Claim Against Client; provided, however, that Client's failure to give or delay in giving such notice to Active shall not relieve Active of any liability it may have to Client except to the extent that Active demonstrates that the defense of such Claim Against Client is prejudiced thereby, (ii) gives Active sole control of the defense and settlement of the Claim Against Client; provided that Active may not settle any Claim Against Client without Client's prior written consent unless such settlement includes a complete and final release of liability and Client Losses against Client and does not impose any obligations on Client, and (iii) gives Active all reasonable assistance, at Active's expense.

3.5. Infringement. Active shall have no liability or obligation under Section 3.4 above or otherwise to the extent a Claim Against Client is based upon (i) use of the Products in combination with software or hardware not provided by or specified by Active in the Documentation, if infringement would have been avoided in the absence of such combination; (ii) modifications of the Products made by any individual or entity other than Active or at Active's written direction; or (iii) use of the Products by Client or any User in a manner not expressly permitted by the Agreement. If Active has reason to believe that the Products may infringe or misappropriate any third party Intellectual Property right or otherwise give rise to an infringement or misappropriation Claim Against Client, Active may in its sole discretion and at no cost to Client (a) modify the Products so that they no longer infringe or misappropriate or (b) obtain a license for Client's continued use of that Products in accordance with this Agreement. If Active determines (a) and (b) above are not reasonably practicable, Active may (x) terminate Client's subscriptions for the Products, if applicable, or (y) terminate this Agreement, if Client is not using the Products on a subscription basis, upon thirty (30) days' written notice and Active will refund to Client any prepaid fees covering the remainder of the Term (as defined in the applicable Product Attachment) of the subscription(s). Active's defense and indemnification obligations in Section 3.4 above do not apply to the extent a Claim Against Client arises from Client's breach of this Agreement.

3.6. Client Indemnification. To the extent not prohibited by law, Client will defend Active, and hold Active and its Affiliates and their respective employees, directors, successors and permitted assigns harmless, against any claim, action, regulatory action, demands, lawsuit or proceedings (whether threatened, asserted, or filed) made or brought against Active by a third party to the extent that such claim is based upon (a) any actual, alleged or anticipated breach by Client of this Agreement; (b) injury or death to a person or damage to property resulting from the participation in an Event (as defined in the applicable Product Attachment) operated by Client in connection with the Products; (c) Client's provision to Active of materials, products, or services as part of Client's obligations hereunder that infringe the Intellectual Property rights of any third party provided that such materials, products, or services are used by Active in accordance with the Agreement; (d) use or unauthorized disclosure of Participant Information by Client or other third parties to whom access is given to Participant Information as provided hereunder; (e) Client's use of the Products in violation of Section 3.2 (Restrictions) of these General Terms; and/or (f) any claims for refunds or chargeback requests from End Users ("Claim(s) Against Active"). To the extent not prohibited by law, Client will indemnify Active from any damages, liabilities, losses, expenses, fines, penalties and/or judgments, attorney fees and costs finally awarded against Active as a result of, or for any amounts charged to Active, recoverable from Active and/or paid by Active under a Client and court-approved settlement of, a Claim Against Active ("Active Losses"); provided Active (i) promptly gives Client written notice of the Claim Against Active; provided, however, that Client shall not be excused from its indemnification obligations unless a delay in providing such notice impairs Client's ability to defend the Claim Against Active; (ii) gives Client sole control of the defense and settlement of the Claim Against Active (except that Client may not settle any Claim Against Active unless it

unconditionally releases Active of all liability), and (iii) gives Client all reasonable assistance, at Client's expense. The above defense and indemnification obligations do not apply to the extent a Claim Against Active arises from Active's breach of this Agreement

3.7. Sole Remedy. This "Mutual Indemnification" Section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for a third party claim that constitutes either a Claim Against Client or a Claim Against Active as described in this Section.

3.8. Definition of Confidential Information. During the Term (as defined in the applicable Product Attachment) of this Agreement and for a period of three (3) years after the expiration of or the termination of this Agreement each party acknowledges and agrees that "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Client includes Client data; Confidential Information of Active includes the Products; and Confidential Information of each party, solely by way of illustration, and not in limitation, shall include the following information: the terms and conditions of this Agreement (including pricing), financial data, plans, forecasts, Intellectual Property, methodologies, as well as business and marketing plans, technology and technical information, product plans and designs, Client information, strategic analyses and business processes, in each instance disclosed by such Disclosing Party or any of its Representatives regarding it and its Affiliates. However, Confidential Information does not include any information that the Receiving Party can demonstrate (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as evidence by prior documentation or tangible embodiments of such information

3.9. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its respective Affiliates' employees, officers, directors, agents, representatives and contractors, including, legal counsel, tax advisors and/or accountants who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with or are otherwise subject to enforceable obligations to the Receiving Party that contain protections no less stringent than those herein (collectively, "Representatives"). Neither party will disclose the terms of this Agreement to any third party other than its Representatives without the other party's prior written consent, provided that a party that makes any such disclosure to its Representatives will remain responsible for such Representatives compliance with this "Confidentiality" Section.

3.10. Required Disclosure. The confidentiality obligations imposed herein are modified to provide that disclosure of certain material by the Client may be required due to its status as a state governmental entity under the North Carolina Public Records Law. Receiving Party agrees to apply any and all available exceptions under the North Carolina Public Records Law to disclosure of its records containing any of Active's Confidential Information protected by this Non-Disclosure Agreement and to promptly notify Active of any pending disclosure request under North Carolina Public Records Law pertaining thereto to enable Active to monitor, and, if it so wishes, to the extent permitted by law, intervene to oppose such disclosure.

4. DISCLAIMERS AND LIMITATION OF LIABILITY.

4.1 EXCEPT AS OTHERWISE SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, CLIENT ACKNOWLEDGES AND AGREES THAT THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE WARRANTIES, IF ANY, SET FORTH HEREIN AND IN THE PRODUCT ATTACHMENTS ARE LIMITED TO THEIR EXPRESS TERMS AND ARE IN LIEU OF, AND ACTIVE, ITS LICENSORS, AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY (a) WARRANTY THAT THE PRODUCTS ARE ERROR-FREE OR "BUG"-FREE, ACCURATE, SECURE, OR RELIABLE; (b) WARRANTY THAT THE PRODUCTS WILL OPERATE WITHOUT INTERRUPTION; (c) WARRANTY THAT ALL ERRORS WILL BE CORRECTED OR THAT THE PRODUCTS WILL COMPLY WITH ANY LAW, RULE, OR REGULATION; (d) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT; (e) IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND (f) WARRANTY THAT THE PRODUCTS WILL MEET CLIENT'S REQUIREMENTS. ACTIVE WILL NOT BE LIABLE FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT, STATUTE, TORT, OR OTHERWISE), INCLUDING DAMAGES FOR LOST PROFITS, LOST SAVINGS, COST OF REPLACEMENT PRODUCTS, LOST DATA, LOSS OF USE OF INFORMATION OR PRODUCTS, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR NOT ACTIVE HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HOWEVER, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION ONLY APPLIES WHERE ALLOWED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO (i) THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT AS CONSIDERATION FOR THE SPECIFIC PRODUCT UNDER THE APPLICABLE SCHEDULE GIVING RISE TO SUCH CLAIMS DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CAUSE OF ACTION AROSE LESS ANY AMOUNTS PAID BY ACTIVE WITH RESPECTIVE TO LIABILITIES UNDER THIS AGREEMENT, OR (ii) IF NO SUCH PAYMENTS HAVE BEEN MADE OR SUCH AMOUNTS CANNOT BE CALCULATED, 10,000 U.S. DOLLARS (OR THE EQUIVALENT THERETO AS DETERMINED BY THE APPLICABLE COUNTRY'S CURRENCY), AS APPLICABLE. NOTWITHSTANDING THE ABOVE, IF CLIENT RESIDES OUTSIDE OF THE U.S., THIS DOES NOT AFFECT ACTIVE'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE, NOR FOR FRAUDULENT MISREPRESENTATION, MISREPRESENTATION AS TO A FUNDAMENTAL MATTER, OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

4.2 DELETED.

4.3 DELETED.

4.4 FOR THE PURPOSES OF THIS SECTION 4 AND ANY INDEMNIFICATION PROTECTING ACTIVE UNDER THIS AGREEMENT, REFERENCE TO ACTIVE WILL ALSO INCLUDE ITS SUPPLIERS AND LICENSORS.

5. TERM AND TERMINATION.

5.1. Term. The Term (as defined in the applicable Product Attachment) for each Product offered under this Agreement will be as set forth in the applicable Product Attachment. =

5.2. Termination. Either party may terminate this Agreement, including any or all Product Attachments and Schedules executed hereunder, immediately upon written notice: (a) in the event that the other party commits a non-remediable material breach of this Agreement and/or the applicable Product Attachment or Schedule, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within thirty (30) days of being notified in writing of such breach, except for breach of Section 2 of these General Terms which will have a ten (10) day cure period; or (b) in the event of institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against either party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within thirty (30) days after they are instituted; or the insolvency or making of an assignment for the benefit of creditors or the admittance by either party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United States Bankruptcy Code. Where a party has the right to terminate this Agreement, such party may at its discretion either terminate the entire Agreement or the applicable Product Attachment or Schedule; provided however, that termination of a Product Attachment will automatically terminate all Schedules entered into pursuant to such Product Attachment. Product Attachments and Schedules that are not terminated will continue in full force and effect under the terms of this Agreement. Following termination of this Agreement or a Product Attachment (for whatever reason), if requested by Active, Client will certify that it has returned or destroyed all copies of the applicable Protected Materials and acknowledges that its rights to use the same are relinquished. Except for the refund of prepaid fees set forth in Section 3.5 (Infringement), as applicable, termination for any reason will not excuse Client's obligation to pay in full any and all amounts due, nor will termination by Active result in a refund of fees paid.

5.3. Suspension. Active will be entitled to suspend any or all Products or deactivate Client's account, including suspending its performance and obligation to remit payments hereunder, upon ten (10) days' written notice to Client in the event Active reasonably believes that Client is in breach of this Agreement, Client's use of the Products is not in compliance with applicable law or the Agreement, is fraudulent, or is otherwise suspect, or if there is a dispute as to the legal authority of a Client-associated party to perform hereunder. Further, Active, in its sole discretion, may terminate Client's password, accounts (or any part thereof), and/or Client's right to use the Products, and remove and discard any and all of Client's content within the Products, at any time for any reason or no reason, including, without limitation, for lack of use, failure to timely pay any fees or other monies due Active, or if Active believes Client has violated or acted inconsistently with the letter or spirit of this Agreement. Client agrees that any termination of its use of the Products may be effected without prior notice, and acknowledges and agrees that Active may immediately deactivate or delete Client's account and all related content and files related to Client's account and/or bar any further access to such files or Products. Further, Client agrees that Active shall not be liable to Client or any third party for any termination of use of or access to the Products. All provisions of this Agreement that by their nature should survive termination of Client's right to use the Products shall survive (including, without limitation, all limitations of liability, releases, indemnification obligations, disclaimers of warranties and Intellectual Property protections and licenses).

6. GENERAL PROVISIONS.

6.1. Force Majeure. Neither party will incur any liability to the other party on account of any loss, claim, damage, or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement, if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without any negligence on the part of the party seeking protection under this subsection, including internet service provider or third party payment delays or failures, natural hazards outside of human control for which no person or persons can be held responsible, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire, or explosions. Dates by which performance obligations are scheduled to be met will be extended for a time equal to the time lost due to the delay so caused.

6.2. Assignment. Active may assign this Agreement and any or all of its rights and obligations herein without Client's approval. Client may not resell, assign, or transfer any of its rights or obligations under this Agreement except as expressly provided herein, and any attempt to resell, assign, or transfer such rights or obligations without the prior written consent of Active will be null and void.

6.3. Change of Control. Client will cause each Schedule hereunder to be assigned to (a) the purchaser of all or substantially all of Client's assets or equity securities or (b) to any successor by way of merger, consolidation, or other corporate reorganization of Client ((a) and (b) together, a "**Change of Control**"). Client will provide written notice to Active of any proposed or completed Change of Control as soon as permissible and in any event within five (5) days of the public announcement or close of the transaction, whichever occurs first. Within the thirty (30) day period following such notice, Active will have the right to immediately terminate each applicable Schedule if Active determines, in its reasonable good faith discretion that the purchaser or assignee is a competitor of Active or a party with whom Active does not want to do business. Client agrees to require that the purchaser or assignee (as outlined in this Section 6.3) agree, in writing, to be bound by the terms and conditions of the Agreement and each applicable Schedule.

6.4. Export; Anti-Bribery. The Products may include encryption software or other encryption technologies that may be controlled for import, transfer, export, or other purposes under Export Laws. Client may not export, re-export, transfer, or re-transfer or assist or facilitate in any manner the export, re-export, transfer, or re-transfer of, or provide access to, any portion of the Products in violation of Export Laws, as determined by the laws under which Client operates, including: (a) to any country on Canada's Area Control List; (b) to any country subject to U.N. Security Council embargo or action; (c) contrary to Canada's Export Control List Item 5505; (d) to countries subject to U.S. economic sanctions and embargoes; and (e) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items, including, to any person or entity appearing on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; the Bureau of Industry and Security's Denied Persons List, Entity List, or Unverified List; or the Department of State Debarred List. Client hereby represents and covenants that: (i) Client is eligible to access the Products under Export laws and all other applicable laws; and (ii) Client will import, export, re-export, transfer, or re-transfer the Products to, or use or access the Products in, any country or territory only in accordance with Export Laws and all other applicable laws. Furthermore, Client hereby represents and covenants that, in connection with its respective activities conducted under this Agreement, it will comply with the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act of 2010, as amended, and the Convention on Combating Bribery of Foreign Public Officials and has not, and will not, make or receive, directly or indirectly, any payments or gifts, or offers or promises of payments or gifts or things of value in exchange for anything that may arise out of this Agreement in a manner that would violate these laws and rules or any other applicable anti-corruption or anti-bribery laws or regulations.

6.5. Notices. Any notices required to be given under this Agreement will be in writing sent to the address on file with Active for Client or, in the case of Active, to the address set forth in Section 7 of these General Terms to the attention of Legal Department. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or three (3) days after deposited in the mail sent certified or registered.

6.6. Relationship. This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

6.7. Severability. If any part or provision of this Agreement is held to be unenforceable, illegal, or invalid by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement (including all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable, illegal, or invalid provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable, illegal, or invalid provision and this Agreement will be deemed amended accordingly.

6.8. Survival. The following provisions will survive any termination, cancellation, or expiration of this Agreement: Sections 1, 2, 3.2, 3.5, 3.6, 3.7, 3.8, 3.9, 4, 5.2, 6, and 7 of these General Terms, and such other provisions that should reasonably survive termination, cancellation, or expiration hereof.

6.9. Amendments; No Waiver. No amendment or waiver of any provision of this Agreement will be effective unless it is in writing and signed by both parties.

6.10. Entire Agreement. This Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. All pre-printed terms of any Client purchase order, business processing document, or on-line terms will have no effect. There have been no material representations or statements by any person or party to this Agreement as an inducement for a party hereto to accept this Agreement other than what is expressly set forth in writing herein.

6.11. No Third Party Beneficiaries. This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to Active under this Agreement will apply equally to its licensors and suppliers, and the owner of the Third Party Products with respect to the Third Party Products, and such third parties are intended third party beneficiaries of this Agreement, with respect to the Third Party Products as applicable.

6.12. Governing Law and Venue. Except as set forth below, this Agreement will be governed by the laws of the State of North Carolina, without giving effect to the conflict of law provisions thereof and as applicable under United States federal law. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act will apply to this Agreement.

6.13 Order of Precedence. To the extent any terms and conditions of these General Terms conflict with the terms and conditions of any Product Attachment, the provisions of the Product Attachment will control. To the extent any provision of these General Terms or any Product Attachment conflict with the provisions of a Third Party EULA, the Third Party EULA will control. In the event of a conflict between a Schedule and these General Terms or the applicable Product Attachment, the General Terms or the applicable Product Attachment will control, provided, however, that such standard variable terms such as price, quantity, license scope, payment terms, shipping instructions, and the like will be specified on each Schedule. Further, Client agrees and acknowledges that it shall not itself, or through any Affiliate, employee, consultant, contractor, agent, or other third party, amend, alter, or contract away (or seek to amend, alter, or contract away) any of its rights, liabilities, or obligations under this Agreement through any means (including, but not limited to, through any waiver, contract, terms, or communication with End Users (individually and collectively, "Client Terms"). Client agrees and acknowledges that any such amendment, alteration, or contracting away of any such liabilities, or obligations under this Agreement shall be void, and of no force or effect. Active shall bear no liability or obligation to any End User under any Client Terms, and any provision of any Client Terms that is inconsistent with this Agreement, or that expressly, implicitly, or effectively imputes any liability or obligation upon Active to any End User or to any other third party shall be void, and of no force or effect.

6.14 Interpretation. Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time. The headings and pronouns contained herein are for convenience and ease of reference only and will not affect the construction or interpretation of this Agreement. The word "including" in this Agreement means "including, without limitation." All references to days means calendar days. This Agreement will not be construed in favor of or against a party based on the author of the document.

6.15 Counterparts. These General Terms and each Product Attachment, Schedule, and any exhibits thereto may be executed in one or more counterparts, each of which will constitute an enforceable original of this Agreement, and the parties agree that electronic or digital signatures, as well as PDF scanned copies of signatures, will be as effective and binding as original signatures.

6.16 Remedies Cumulative; Injunctive Relief. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties or otherwise. Furthermore, in the event of a breach or threatened breach of the Intellectual Property obligations in this Agreement, Active, in addition to any and all other rights (at law or in equity) which may be available, will have the right of injunctive relief and other appropriate equitable remedies to restrain any such breach or threatened breach, without the requirement of posting a bond.

6.17 U.S. Government Restricted Rights. The Products are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (b)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is Active Network, LLC or one of its Affiliates or subsidiaries.

6.18 Deleted.

6.19 Anti-Human Trafficking. Active warrants and agrees that no labor supplied by Active or its 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.

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

7. DEFINITIONS.

"Active" means Active Network, LLC, or, if Client's principal place of business is in Canada, The Active Network, Ltd., together with their Affiliates, with a principal place of business at 5850 Granite Parkway, Suite 1200, Plano, TX 75024.

"Affiliates" of a designated corporation, company, partnership, or other entity means all entities which control, are controlled by, or are under common control with the named entity, whether directly or through one or more intermediaries. For purposes of this definition "controlled" and "control" mean ownership of more than 50% of the voting capital stock or other interest having voting rights with respect to the election of the board of directors or similar governing authority.

"Agreement" means these General Terms, together with all Product Attachments and Schedules accepted by the parties (as described in the Preamble).

"Client" means the Town of Apex.

"Documentation" means the user instructions, release notes, manuals, or on-line help files in the form generally made available by Active, regarding the use of the applicable Products, as updated by Active from time to time.

"Effective Date" means July 1, 2024.

"End Users" means users who register for, sign up, or otherwise use the Products in connection with the Events (as defined in the applicable Product Attachment).

"Export Laws" means export control laws and regulations of the countries and/or territories in which Active operates or in which the Products are used, accessed, or from which the Products are provided.

"Hardware" means computer hardware, equipment, and/or utilities supplied by Active pursuant to a Schedule.

"Intellectual Property" means any and all intellectual property and proprietary rights (in whole or in part) recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed, or recorded, including inventions, technology, patent rights (including patent applications, divisions, and disclosures), copyrights and all works of authorship (whether or not copyrightable), moral rights, trade secrets, trademarks and other indicators of source (and the goodwill associated therewith), service marks, trade dress, logos, methodologies, procedures, processes, know-how, tools, utilities, techniques, protocols, various concepts, ideas, methods, models, templates, software, source code, algorithms, tools, utilities, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, layouts, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which Active has created, acquired, or otherwise has rights in, and may, in connection with the Products or the performance of Services hereunder, create, employ, provide, modify, create, acquire, or otherwise obtain rights in, and in each case includes any derivative works, alterations, and other modifications using, incorporating, based on, or derived from the foregoing.

"Maintenance Services" means the provision of Updates and Upgrades related to the SaaS all as more particularly set out in the applicable Product Attachment and/or Schedule.

"Participant Information" means certain information that Active collects from End Users, individuals, and/or licensees as part of the registration process for Events (as defined in the applicable Product Attachment).

"Preamble" means the first paragraph of these General Terms.

"Products" means, collectively, SaaS, Services, Hardware, and all other services, products, or materials provided by Active to Client under the terms of this Agreement.

"Professional Services" means the implementation, site planning, configuration, integration, and deployment of the SaaS, training, project management, or other consulting services.

"Protected Materials" means Products, except for Hardware.

"SaaS" means (a) the software as a service which is hosted by Active or its hosting providers and which is accessed by Client and its users via the internet; (b) Active's web sites; and (c) associated services, as more fully described in the applicable Product Attachment. SaaS functionality is subject to change from time to time at Active's sole discretion.

"Services" means, collectively, (a) Professional Services; (b) Maintenance Services; (c) Support Services; and (d) any other services set forth in a Schedule.

"Schedule" means the document, schedule, quote, pricing form, web page, order form, or similar document and the terms and conditions contained therein "accepted" (as described in the Preamble) by the parties that describes order-specific information, such as a description of Products ordered, features, options, license details, and fees.

"Support Services" means the provision of technical assistance for SaaS or Hardware as further described in an applicable Product Attachment and/or Schedule.

"Taxes" means any and all applicable taxes, including sales, use, excise, withholding, assessments, stamp, transfer, value-added, duties, tariffs, export charges, import charges, and other taxes or assessments (however designated) imposed by any foreign, federal, provincial, state, or local governmental authority upon or applicable to Products arising out of this Agreement, other than those based on Active's net income.

"Third Party EULA" means the end user license agreement, if any, that accompanies the Third Party Products, which governs the use of or access by Client to the applicable Third Party Products.

"Third Party Products" means those hardware, firmware and/or software products, including updates and enhancements thereto, if any, owned by third parties, together with all user manuals and other documents accompanying the delivery of the Third Party Products.

"Updates" means bug fixes, patches, error corrections, minor releases, or modifications or revisions that enhance existing performance of the SaaS that are provided as part of Maintenance Services. Updates exclude Upgrades.

"Upgrades" means a new SaaS release that contains major functionality enhancements or improvements; and which is designated by an incremental increase in the release number to the left of the decimal point (by way of example only, release 5.0 designates an Upgrade from release 4.x). Upgrades exclude new products, modules or functionality for which Active generally charges a separate fee.

"User" means an individual who is authorized by Client to use the Products and to whom Client (or Active at Client's request) has supplied a user identification and password. Users may include employees, consultants, contractors and agents of Client, and third parties with which Client transacts business, but shall not include Client's End User.

Recreation and Membership Management Product Attachment

This document is a "Product Attachment" as defined in the General Terms entered into by Client and Active and is subject to and incorporates by reference the provisions of the General Terms. This Product Attachment is effective as of the date it is "accepted" (in accordance with the Preamble to the General Terms). Any capitalized terms not defined herein have the meaning ascribed to them in the General Terms.

1. SERVICES. Active will provide the Products related to events, camps, licenses, classes, tickets, contests, permits, facility/equipment use, transactions, sales, memberships, reservations, donations, and/or activities (together, "**Events**"), including without limitation access to its Products. Client agrees to cooperate with Active and to provide Active with certain information relating to Client's organization as necessary for Active to provide the Products. Products provided hereunder are deemed delivered when access is made available to Client.

2. LICENSE TO INTELLECTUAL PROPERTY/PROMOTION.

2.1. Active hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicensable license during the Term of this Product Attachment (a) to use the Products for the purposes of offering, promoting, managing, tracking, and collecting fees in connection with Client's Event(s) solely in accordance with the Agreement and the Schedule, which for purposes hereof will include the support and maintenance handbook applicable to the Products (available for review in the Client portal), as may be updated from time to time, and (b) to display, reproduce, distribute, and transmit in digital form Active's name and logo solely for the purposes set forth in this Section 2. Client hereby grants to Active a limited license to use information provided by Client relating to Client's organization and Event, which may include content regarding the Event, Client's organization's name, trademarks, service marks, and logo (collectively, the "**Marks**"), in connection with the promotion of Client's organization or Events and the Products that Active provides.

2.2. Client will make reasonable efforts to promote and encourage the use and availability of the Products in connection with the promotion of Events. During the Term of this Product Attachment, Active will be the sole and exclusive provider of registration software and other services similar to the Products provided to Client hereunder for all of Client's Events for which registration begins during the Term of this Product Attachment until the Event occurs. For clarity, if an Event occurs after this Agreement is terminated, other than for Active's uncured material breach, and registration for such Event begins during the Term of this Agreement, then Active Products shall be used. Client expressly understands and agrees that the exclusivity set forth in this Section 2.2, is consideration in exchange for the pricing and other benefits being provided to Client hereunder. Without limiting the foregoing, Client will not enter into any agreement, arrangement, or relationship with any other party that offers online registration or transaction processing services similar to the Products provided to Client hereunder.

2.3. Active may present commerce offers to users who register for, sign up, or otherwise use the Products in connection with the Events ("**End Users**"). Any such End Users may opt in to receive information, items, or promotions/deals from Active or third parties, in which case, Active or such third party will be responsible for fulfillment and providing customer service for any such offers. Client will not present any competing offers to End Users.

3. PRIVACY AND DATA PROTECTION.

3.1 End User Personal Information. The Products are designed to enable Client to collect information from and about Client's students, athletes, and recruits. Information that identifies, relates to, describes, is reasonably capable of being associated with or could reasonably be linked, directly or indirectly, with a particular student, athlete, or recruit shall be referred to herein as "**End User Personal Information**." The Products process two forms of End User Personal Information:

3.2 End User Accounts. When an End User interacts with the Products for the first time, Active creates an account for that End User ("**End User Account**"). Active authenticates the End User in future interactions with the Products by requiring the End User to log in to their End User Account. Active maintains End User Accounts pursuant to the Terms of Use and Privacy Notice that Active displays to the End User when the End User creates the End User Account.

3.3 Participant Information. Client will have the ability to use the Products to collect a wide variety of End User Personal Information from authenticated End Users, including through the use of forms and features that enable the collection of images and other attachments ("**Participant Information**"). As between the Parties, Client is exclusively responsible for providing any notices, procuring any consents, and otherwise taking any steps that are necessary to ensure that Active's collection, storage, and processing of Participant Information on behalf of Client, as contemplated by this Agreement, is compliant with Data Protection Laws. For the purposes of this Product Attachment, "**Data Protection Laws**" means all local, state, federal and foreign privacy, security, marketing and consumer protection laws and regulations applicable to the processing of Participant Information. Active will process Participant Information solely for the purpose of providing the Products to Client, and as otherwise permitted by Data Protection Laws. Client agrees that it will process Participant Information at all times in compliance with Data Protection Laws, and that it will not use any Participant Information to communicate with any End User in a manner that violates the CAN-SPAM Act, the Canadian Anti-Spam Legislation, the Telephone Consumer Protection Act, or any other law or regulation applicable to Client's outreach to End Users via email or SMS. Client further agrees that Client will not permit any Affiliate or third party to access or process any Participant Information in a manner inconsistent with this Agreement, or in a manner which would cause Active's processing of such Participant Information, as contemplated by this Product Attachment, to violate Data Protection Laws. If Client is subject to a Data Protection Law that requires the Parties to enter into a Data Protection Addendum that includes terms supplemental to this Product Attachment, it is Client's obligation to notify Active of that requirement.

3.4 Data Retention. The Products are not designed to serve as a permanent system of record. During the Term, Active reserves the right to delete any Participant Information that has not been accessed or modified within a trailing period of five (5) years. At the conclusion of the Term, Active will: (i) convert all Participant Information to a backup format approximately thirty (30) days after the end of the Term; and (ii) permanently delete all Participant Information approximately one (1) year after the end of the Term. If Client is subject to any legal obligation that would require Client to maintain any Participant Information for a longer period than those set forth in this Section 3.2, it is Client's responsibility to retrieve that Participant Information from the products and to store it in another format within the time periods allotted. Notwithstanding anything else set forth in the Agreement or in this Product Attachment, Active shall not be in any way responsible for any negative consequences associated with Client's failure to adhere to the requirements set forth in this Section 3.2.

3.5 Prohibition on Certain Categories of Participant Information. The Products are customizable, meaning Client has the ability to choose what kinds of Participant Information Client will use the Products to collect. Client agrees, however, that Client will not use the Products to collect or otherwise process: (i) any personal health information that is subject to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and its accompanying regulations, or any relevant amendments thereto; (ii) any Participant Information from or about a minor, without procuring and documenting a prior consent that meets the requirements of any applicable Data

Protection Laws, and maintaining such documentation for the duration of the Term; (ii) any cardholder data subject to the Payment Card Industry Data Security Standard ("PCI-DSS"), or any other payment card or financial account information, except within pre-defined fields designed for that purpose; or (iii) any unredacted social security numbers or other similar government identifiers, except within pre-defined fields designed for that purpose. If Active discovers any violation of this Section 3.3 by Client, Active reserves the right to promptly and securely dispose of any prohibited Participant Information found within the Products.

3.6 User Accounts. Client is exclusively responsible for: (a) creating and defining under Client's account in the Products any logons or IDs for Client's Users of the Products; and (b) defining and maintaining at all times with respect to each such logon or ID the appropriate scope of the applicable User's authority and permission with respect to the use of the Products and the security controls, restrictions, and limitations that apply with respect to each such User and his or her use of the Products. Client is solely and exclusively responsible for all access and use of the Products (and for any resulting activity or communications) by Client or its Users or that occurs through the use of any logon or ID established by or with respect to Client or any of its Users. Active shall not be liable or responsible for any activity, loss, or damage arising from any unauthorized access to or use of any such logons or IDs or resulting from any failure by Client or its system administrator to establish or assign an appropriate scope of authority or permission, or appropriate security controls, restrictions, or limitations, with respect to any given User, logon, or ID. Client shall immediately notify Active of any known or suspected unauthorized access to or use of Client's account, or of any logons or IDs established or assigned with respect to Client or its Users, of which Client becomes aware.

4. FEES.

4.1. Client will pay the fees as more fully described in the applicable Schedule. Unless otherwise set forth in the applicable Schedule, Active will charge registration fees to individuals who register for the Events or purchase goods or services online, and will process and collect such fees as a payment facilitator according to the card networks. On a bi-weekly basis, unless otherwise set forth in the applicable Schedule, Active will pay Client sums due to Client based on the total fees collected, net of Active's service fees as set forth in the applicable Schedule and any other deductions provided herein. The applicable currency will be set forth in the Schedule.

4.2. If applicable, any minimum volume commitment will be set forth in the applicable Schedule. The minimum volume calculation will begin on the date of the first live operational use of the Products for the Event(s) ("Go-Live Date"). If the Schedule indicates that Client is paying on a subscription basis, Client will be invoiced for the first month of subscription fees upon the Go-Live Date, with subsequent subscription fees being invoiced monthly.

4.3. If (a) there are any overdue or overage amounts owed by Client; or (b) there are returned charges or items, including those resulting from any error or complaint related to an Event, Active has the right to charge fees owed to Active by Client by issuing an invoice, or by offsetting the deficiency from any account balance Client maintains with Active or any payment Active owes Client.

4.4. Client is not entering into this Product Attachment and using the Products for the benefit of a third-party Event or organization ("Third Party Recipient").

4.5. It is Client's responsibility to notify End Users of Client's refund policy. Client must ensure that Client's refund policies are consistent with the Agreement. Client agrees that all fees for a given Event are earned by Client only following either the conclusion or delivery of the applicable Event (as applicable) and all amounts ultimately due to Client will be net of all service fees, reversals, refunds, disputed charges, chargebacks and other deductions whether due to customer complaints, allegations of fraud, discrepancies related to the applicable Event or otherwise. No payments will be made to Client with respect to any Event that is cancelled. If payments have already been made by Active to Client for a cancelled Event or if Active reasonably determines that it is prudent or otherwise necessary to pay a refund to or honor a chargeback request from an End User, Active may issue an invoice or offset an equivalent amount from Client's account or payment owed by Active to Client and return the value to the End User, and if sufficient funds are not available, Client must reimburse Active on demand. Active will notify Client of the reason for such offset provided that it is lawful to do so.

4.6. Client hereby authorizes and appoints Active as its limited agent to initiate payment card and ACH credit or debit entries to and from Client's bank account. Payment by Receiver (in the case of ACH entries) or card networks (in the case of Payment Card transactions) to Active is considered the same as payment made directly to Client. Client, upon receipt of funds by Active, must (1) provide the purchased goods or services to the End User, or (2) credit the End User for the full amount of funds received by Active, which credit is not revocable by Client, and evidence this credit in writing in a form capable of being retained for future reference. For transactions involving goods or services, Client must provide the purchased goods and services as agreed to between Client and End User, regardless of whether Active transmits the funds to Client.

5. TERM AND TERMINATION.

5.1. Unless otherwise set forth in the applicable Schedule, this Product Attachment will commence on the Effective Date and will continue in effect until the earlier to occur of (i) its termination in accordance with the terms and conditions below and (ii) the first anniversary of the Effective Date (the "Initial Term"). This Product Attachment shall renew automatically following the Initial Term for subsequent renewal terms thereafter of one (1) year (the "Renewal Term(s)"), and, together with the Initial Term, the "Term") unless either Party delivers written notice to the other Party at least six (6) months prior to the expiration of the then-current Term of its intent to terminate this Product Attachment upon the completion of the Initial Term or any Renewal Term. Unless otherwise set forth in the applicable Schedule, to the extent that Client enters into a Schedule for additional Products that are related to or interoperable with the Products set forth in a previously entered into Schedule, the Term of such subsequent Schedule will be concurrent and coterminous with the Term of the previously entered into Schedule.

5.2. If Client has entered into a sub-merchant agreement for payment processing services, and such agreement is terminated by the applicable acquiring bank, Active may terminate this Product Attachment and the effected Schedule.

6. NON-APPROPRIATION.

Client's obligations and all amounts payable hereunder are contingent upon sufficient appropriations therefore by Client's Governing Body. If sufficient appropriations are not made, Client will notify Active of the same, and this Agreement will terminate forthwith. Client represents that it intends to fulfill its obligations under this Agreement and reasonably believes that funds in amounts sufficient to fulfill these obligations lawfully can and will be appropriated and made available for this purpose. In the event funds are not appropriated in amounts sufficient to fulfill these obligations, Client shall use its best efforts to satisfy any requirement for payment from any other source of funds legally available for this purpose. Notwithstanding the foregoing, Client shall notify Active within ten (10) days of any action by Client's governing

body not to appropriate funds for payment of Client's obligations hereunder, and will provide with such notice a copy of the resolution, minutes or recording of such action.

7. MISCELLANEOUS.

7.1. Section 5 of this Product Attachment and any fees owed by Client will survive any termination or expiration of the Agreement.

7.2. The "Liquidated Damage Amount" equals the "Annual Projected Contract Value" (to the extent such amount is specified in the applicable Schedule(s)) times the number of years in the then-current Term, minus the amount of revenue already paid to Active during the then-current Term, net of all refunds, credit card chargebacks, and all other deducted amounts. To the extent permitted by law, Client agrees that (a) it will pay Liquidated Damages to Active if (i) Client breaches its exclusivity obligations under Section 2.2 of this Product Attachment; (ii) Active terminates a Schedule and/or the Agreement in accordance with Section 5.2 of the General Terms; (iii) Client fails to cause an assignment as specified in Section 6.2 of the General Terms; and/or (iv) Active terminates a Schedule and/or the Agreement pursuant to Section 6.3 of the General Terms; (b) all Liquidated Damage Amounts set forth in the Agreement will automatically reset during each Renewal Term; (c) Active may offset any Liquidated Damages Amount set forth in the Agreement from any account balance Client maintains with Active or any payment Active owes Client; (d) because of the difficulty in making a precise determination of actual damages incurred by Active, the Liquidated Damage Amount will be assessed, not as a penalty, but as a reasonable approximation of costs incurred by Active and Active's loss of revenue; and (e) that in any suit or other action or proceeding involving the assessment or recovery of liquidated damages, the reasonableness of the Liquidated Damage Amount will be presumed and the liquidated damages assessed will be in addition to every other remedy now or hereinafter enforceable at law, in equity, by statute, or under the Agreement.

THIRD PARTY HARDWARE PRODUCT ATTACHMENT

This document is a "Product Attachment" as defined in the General Terms entered into by Client and Active and is subject to and incorporates by reference the provisions of the General Terms. This Product Attachment is effective as of the date it is "accepted" (in accordance with the Preamble to the General Terms). Any capitalized terms not defined herein have the meaning ascribed to them in the General Terms.

1. PURCHASE AND SALE; DELIVERY.

1.1 Active hereby agrees to sell to Client, and Client hereby agrees to purchase from Active, the Third Party Products listed in the applicable Schedule in the volumes and at the prices described therein. For purposes of this Product Attachment, "Third Party Products" means those hardware, firmware and/or software products, provided to Active by third parties, listed in the Schedule, together with all user manuals and other documents accompanying the delivery of the Third Party Products, provided that the Third Party Products shall not include Products developed by Active.

1.2 Active will ship all or any part of the Third Party Products to Client as soon as reasonably practicable (or, if the below-described purchase order documentation does not seek immediate shipping, at the time Active considers reasonable in order to meet the desired delivery date described) after receipt by Active of a purchase order from Client specifying the particular Third Party Products sought, the number of such Third Party Products sought, the price payable therefore, and the desired date and location of delivery thereof. Any such purchase order must, at a minimum, reference quantity, description and price.

1.3 Following delivery by Client of any purchase order documentation described in Section 1.2, no changes by Client to the shipment schedule described therein will be permitted unless Active is notified thereof in writing at least ninety (90) days in advance of the delivery date sought in such purchase order documentation.

1.4 Purchase orders delivered by Client to Active in respect of Third Party Products are not binding upon Active until accepted by Active in writing. In any case, despite any indication to the contrary contained in any such purchase order documentation, no terms or conditions on purchase order documentation issued by Client, other than the information required by Active as set forth expressly in this Agreement, will be binding upon Active, nor will any such terms or conditions modify or supplement this Agreement in any way, notwithstanding the fact that Active may accept or otherwise approve such purchase orders. Active reserves the right to refuse any such purchase order for any reason not contrary to this Agreement, including without limitation pricing differences as described in Section 2.2.

1.5 Client may purchase Third Party Products in addition to those listed in the Schedule by issuing additional purchase order documentation as described herein, provided that the supply (or non-supply) of such additional Third Party Products will be subject to this Agreement as though such additional Third Party Products had been included in the Schedule on the date of execution of Schedule subject to the following: (a) the price for such additional Third Party Products is subject to agreement between the parties each in their own absolute discretion, and (b) Active shall have the right to discontinue delivery of such additional Third Party Products upon at least ninety (90) days written notice to Client without any liability to Client whatsoever for such discontinuance.

2. CHARGES AND PAYMENTS.

2.2 The pricing applicable to Third Party Products is as set out in the Schedule in the form finally agreed to by the Parties.

2.2 Client acknowledges that: (a) the prices described in the Schedule are applicable for thirty (30) days after the date of execution hereof, and such prices are based upon Client taking delivery of the full number of any particular Third Party Product listed in the Schedule in a single shipment; and (b) Client hereby agrees that after the expiry of such initial thirty (30) day period or, in case of Client seeking, in a particular shipment, delivery of less than all of the Third Party Products of a particular type listed in the Schedule, the actual prices may be higher. Prior to shipment of any Third Party Products that would be subject to pricing that differs from that described in the Schedule, Active will notify Client of any such different pricing and Client will accept such different pricing, as mutually agreed between Client and Active, in writing.

3. **SUPPORT FOR THIRD PARTY PRODUCTS.** For the purpose of isolating support issues and responsibility in respect of Third Party Products and their interaction with any Products, Active will provide initial first-tier support, to a maximum of fifteen (15) minutes per support inquiry.

4. PROPRIETARY RIGHTS.

4.1 Client acknowledges that any Third Party Products supplied by Active hereunder are supplied by Active as a reseller thereof and that the Third Party Products are subject to the Intellectual Property rights of the various third party developers and/or manufacturers thereof, as applicable, including without limitation copyright, trade secret, trademark, and patent rights. Client will maintain in confidence and not use or disclose any and all confidential business or technical information connected with any Third Party Product except as specifically permitted by a party having legal control of such rights.

4.2 Client acknowledges that the possession, installation and use of all Third Party Products which are software shall be governed by the terms of the software license(s) of the persons other than Active who possess the rights to control such possession, installation and use.

5. WARRANTY.

5.1 Active warrants to Client that Active has the right to deliver the Third Party Products subject to any documentation accompanying such Third Party Products at the time of delivery and/or any licensing mechanisms, physical, electronic or otherwise, included in any Third Party Products that are software.

5.2 Third Party Products are warranted by the manufacturers, suppliers or licensors thereof in accordance with the warranty statements accompanying delivery of the Third Party Products, and Client agrees that Client will rely solely on such Third Party Product warranties. Client agrees not to make a claim against Active on account of any warranty, express or implied, which may apply to any Third Party Product. If Client notifies Active of a defect or nonconformity within thirty (30) days of the date of delivery of such Third Party Product, Active will assist Client in troubleshooting such Third Party Product in accordance with Section 3. If such defect or nonconformity cannot be remedied during such troubleshooting and such Third Party Product is still under the Third Party Product warranty, Active shall contact the applicable manufacturer, supplier or licensor of such Third Party Product to coordinate any returns or refunds. If a notice of a defect or nonconformity is received by Active from Client of the defect or nonconformity following the initial the thirty-day (30) period, Active's sole obligation and liability will be to provide support in accordance with Section 3. Returns and refunds are at the sole discretion of the applicable manufacturer, supplier or licensor.



Agenda Item Action Request Apex Town Council

ITEM TYPE: CONSENT
No. 07

Meeting Date: 07/17/2012

Requestor: Parks, Recreation and Cultural Resources Department

Presenter(s): John Brown, Parks and Recreation Director

Item Description

Motion to approve Active Network Agreement and authorization of Town Manager to sign all relative documents.

Information Detail

Recommend Approval: <u>Yes</u>	By: <u>Parks, Recreation, Cultural Resources Department</u>
<u>Yes</u>	<u>Information Technology Department</u>

This is the legal agreement covering the switch over of Class Software and Active Network. This was discussed during the budget workshop and has the support of Parks, Recreation and Cultural Resources and Information Technology. Among other advantages, this switchover will allow mobility in checking:

- | | | |
|-------------------------------|--------------------------------|------------------------------|
| - Boating Permits | - Pass / Revenue for Dog Parks | - Mobile Team Schedule Check |
| - Fishing Licenses | - Mobile Registration / Team | |
| - Picnic Shelter Reservations | Checks | |

IT Comments Regarding Changeover

- i. No hardware outlay for dedicated server.
- ii. No hardware maintenance costs.
- iii. No need to provide space /air con/etc. for server.
- iv. Users and citizens have access to live / real time information.
- v. Access from most other operating systems (PC, Mac, Linux).
- vi. Data backup not needed. Automated nightly backups are taken centrally.
- vii. If computer breaks or is stolen, no confidential information is lost. You can simply move to another computer and continue.
- viii. All software updates (not only for Practice Manager but also for Microsoft Windows and Microsoft Word) are performed centrally as soon as they become available.
- ix. No need to run fiber to any of the parks along as there is wireless data connection.

Other Locations that use this service:

Burlington NC Parks & Rec	Emerald Isle, NC Parks & Rec	Person County, NC Parks & Rec
City of Harrisburg, NC	Henderson County, NC	Town of Warsaw, NC
City of Rocky Mount, NC	Onslow County, NC	Washington NC Parks & Rec
Concord NC Parks and Recreation	Orangeburg S.C. Parks & Rec	Town of Winterville, NC

Attachments

- Active Network Agreement

Approved as to Form: Yes, N/A (used when legal language is required) Verbiage of cover sheet, ordinance, etc.)

Software as a Service Agreement

This Software as a Service Agreement ("Agreement") is made effective as of May 7, 2012 (the "Effective Date") and entered into between The Active Network, Inc., 10182 Telesis Court, San Diego, CA 92121 ("TAN" or "we" or "us") and Town of Apex ("you" or "your" or "Client"). The parties agree as follows:

1. Services. TAN will provide you access to its software as a solution product ("Software") as well as services and support ("Services") related to your events, camps, licenses, classes, tickets, facility/equipment use, transactions, sales, memberships, reservations, donations, and/or activities (together, "Events"). The features, services, options, and fees are described more fully in schedule(s) to this Agreement (each, a "Schedule"). The initial Schedule is attached hereto as Exhibit A. Each additional Schedule must be signed by both parties and will be governed by this Agreement. You agree to provide us with certain information relating to your organization as necessary for us to provide the Software and Services. Software provided under this Agreement is deemed delivered when made available to you.

2. License to Intellectual Property/Promotion. a) TAN retains all right, title, and interest in and to its Software and Services and any underlying software subject to the limited license provided by this Agreement.

b) TAN hereby grants to you a limited, non-exclusive, non-transferable license (i) to use the Software and Services solely in accordance with the Schedule and this Agreement, and (ii) to display, reproduce, distribute, and transmit in digital form TAN's name and logo solely for the purposes set forth in this Section 2. You hereby grant to TAN a limited license to use information provided by you relating to your organization, which may include your organization's name, trademarks, service marks, and logo, in connection with the promotion of your organization or Events.

c) You will make reasonable efforts to promote and encourage the use and availability of the Software in connection with the promotion of your Events for which you are using the Software and Services. You will include TAN's name and logo in newsletters, printed registration forms or mailings provided by you to prospective participants (e.g., by inserting the following statement in any online or print media related to your Event: "Online Registration Powered by Active.com"). TAN will be the sole and exclusive provider of registration services similar to the Software and Services provided to Client hereunder for each Event for which you are using TAN's Software and Services during the term of this Agreement.

d) You agree to receive notifications regarding free product, promotional items, and giveaways at your Event(s) or facility(ies), but you may opt not to receive the items from TAN. Registrants of your Events may opt-in to receive information, items, or promotions/deals from TAN; we will be responsible for providing customer service for any such offers.

e) Each party agrees to comply with all applicable laws, rules, and regulations relating to such party's obligations hereunder.

3. Information Collection. TAN collects certain information from individuals as part of the registration process for your Events. You may login to our data management system to access this information. You are responsible for the security of your login information and for the use or misuse of such information by users authorized by you to use the Software and Services. You will immediately notify TAN in writing if any such users are no longer authorized. Both parties agree to use the collected information in compliance with (i) all applicable laws, rules and regulations, including, without limitation, those governing online privacy and use of credit card data (i.e. using credit card information only for purposes authorized by the cardholder); (ii) applicable Payment Card Industry Data Security Standards; and (iii) TAN's privacy policy as published on its website.

4. Fees. a) Client will pay the fees as more fully described in the applicable Schedule. For registration Software, unless otherwise set forth on the applicable Schedule, TAN will collect registration fees charged by you from individuals who register for your Events online, for the purposes of card association rules, as a merchant of record but not a seller of record. TAN will remit those sums to you, net of chargebacks and any other offsets, bi-weekly unless otherwise set forth in the applicable Schedule, less TAN's service fees as set forth in the applicable Schedule. TAN may suspend its performance hereunder, including remitting payments, in the event it reasonably believes that the Software or Services are being used for fraudulent or other suspect purposes. If you have agreed to a minimum volume commitment in a Schedule, TAN also has the right to charge fees owed to it by you if your organization does not meet the agreed volume commitments and may collect those fees by issuing an invoice or by offsetting the deficiency from any account balance you maintain with TAN. Any minimum volume commitment calculations will begin on the date that the Software is live for your Event(s). TAN may also reimburse itself for any chargebacks, returned items or overdue fees owed by you out of the registration fees it collects on your behalf by offsetting your account. If the Schedule indicates that you are paying on a subscription basis, you will be invoiced for the first year of subscription fees upon the first live operational use of the Software ("Go-Live Date"), with subsequent annual subscription fees being invoiced upon each anniversary of Go-Live Date. Payment of subscription fees are due within thirty (30) days of your receipt of an invoice. All fees and prices are in United States Dollars unless otherwise specified.

b) All fees that are not directly collected by TAN as part of registration fees will be due from you within thirty (30) days from the end of the remittance cycle during which the fees accrued. These fees are displayed on your account statement. Past due fees shall accrue interest at the annual rate of ten percent (10%) per annum. In the event of delay in paying a fee, you agree to reimburse TAN for any fees incurred in its collection efforts. TAN may suspend or deactivate your account if your account is more than thirty (30) days past due.

c) TAN reserves the right to modify the fees once per calendar year, provided that any increase will not exceed twelve and a half percent (12.5%). TAN shall notify Client at least thirty (30) days in advance of any such change. If we modify the fees, you can terminate this

Agreement at that time by providing written notice within thirty (30) days following the date the change is implemented.

d) As the seller of record, you will be solely responsible for, and will pay, any and all use, excise, sales or privilege taxes, duties, value added taxes, fees, assessments, or similar liabilities, chargeable by a governmental authority as a result of any Software or Service provided under this Agreement. Taxes on TAN's net income are excluded.

e) In the event you are entering into this Agreement and seeking the Services for the benefit of a third-party event or organization ("Third Party Beneficiary"), you agree that we may send registration fees collected by us directly to the Third Party Beneficiary.

5. Disclaimer of Warranty/Limitation of Liability. TAN EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF ITS SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS. SOFTWARE AND SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TAN SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR LOST PROFIT DAMAGES. TAN'S TOTAL AGGREGATE LIABILITY FOR ANY MATTER ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY YOU AS CONSIDERATION FOR THE SOFTWARE AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE.

6. Indemnification. TAN (the "Indemnifying Party") shall defend, settle, and pay damages (including reasonable attorneys' fees) ("Damages") relating to any third party claim, demand, cause of action or proceedings (whether threatened, asserted, or filed) ("Claims") against the Client (the "Indemnified Party") to the extent that such Claim is based upon: (i) the Indemnifying Party's violation of any applicable law, rule, or regulation; and/or (ii) provision, by the Indemnifying Party, of materials, products, or services as part of such party's obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used in accordance with this Agreement.

For the purposes of Sections 5 and 6, reference to TAN shall also include its suppliers and licensors.

7. Term and Termination. The term of this Agreement shall be for three (3) years from the Effective Date with automatic renewals for three (3) year terms thereafter, unless either party gives written notice to the other party to terminate this Agreement no less than sixty (60) days prior to the expiration of the then-current term. Either party may terminate this Agreement: (a) upon a material breach by the other party, if such breach is not cured within thirty (30) days following written notice to the breaching party; or (b) where the other party is subject to a filed bankruptcy petition or formal insolvency proceeding that is not dismissed within thirty (30) days.

8. Miscellaneous. a) Any notices required to be given under this Agreement shall be in writing sent to the address set forth below for Client or, in the case of TAN, to the address set forth above to the attention of General Counsel. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or three (3) days after deposited in the mail sent certified or registered.

b) This Agreement is non-assignable without the written consent of the other party, except that TAN may assign without consent: (i) its rights to receive payments; or (ii) the Agreement to an affiliate or in connection with any sale of or any other transaction involving the transfer of more than fifty percent of its voting securities or assets. Any assignment in violation of this Agreement will be void.

c) This Agreement shall be governed by the laws of the State of California, without giving effect to the conflict of laws provisions thereof. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act shall apply to this Agreement. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in San Diego County, California. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

d) This Agreement contains the entire understanding of the parties regarding the subject matter hereof and can only be modified or amended by a subsequent written agreement executed by both parties.

e) Sections 2, 3, 5, 7, and 8 of this Agreement and any fees owed by you shall survive any termination or expiration of this Agreement.

f) If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

g) No waiver of any provision of this Agreement or any attachment shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

h) Neither party will be deemed to be in default hereunder, or will be liable to the other, for failure to perform any of its obligations under this Agreement to the extent that such failure results from any event or circumstance beyond that party's reasonable control.

SIGNATURE PAGE

By signing this Agreement, each party represents and warrants that it has the necessary and full right, power, authority, and capability to enter into this Agreement and to perform its obligations hereunder.

TAN

By: _____
(Signature)

Print Name and Title

Date: _____

CLIENT

(Town of Apex)

E-Mail

By: _____
(Signature)

Phone: _____

Address

Print Name and Title

City, State and Zip

Checks payable to

Event URL (Web site)

Date: _____

Add pre-audit certificate.

SCHEDULE 1

The Active Network
10182 Telesis Court, 1st floor
San Diego, CA, 92121, United States

Date: 12/14/2011
Expires: 03/12/2012
Quote : 19824-1

Customer:
David Wood
TOWN OF APEX
APEX, NC

Bill To:
TOWN OF APEX
53 Hunter Street
APEX, NC US

Ship To:
TOWN OF APEX
PO BOX 250
Apex, NC 27502 United States

Sales Representative:

Payment Terms: 30 NET

Line	Product	Units	Qty	Discount	Unit Price Selling (USD)	Total Price Selling (USD)
1.0	ActiveNet - Activity Registration	Ea	1		\$0.00	\$0.00
2.0	ActiveNet - Facility Reservation	Ea	1		\$0.00	\$0.00
3.0	ActiveNet - Membership	Ea	1		\$0.00	\$0.00
4.0	ActiveNet - League Scheduling	Ea	1		\$0.00	\$0.00
5.0	ActiveNet - Point of Sale	Ea	1		\$0.00	\$0.00
6.0	ActiveNet - Public Access	Ea	1		\$0.00	\$0.00
7.0	ActiveNet - Senior Professional Services: Class Conversion Planning	Hr	16		\$175.00	\$2,800.00
8.0	ActiveNet - Senior Professional Services: Business Process Review	Hr	8		\$175.00	\$1,400.00
9.0	ActiveNet - Documentation Services	Hr	4		\$100.00	\$400.00
10.0	ActiveNet - Standard Professional Services: General Settings Training	Hr	8		\$100.00	\$800.00
11.0	ActiveNet - Standard Professional Services: CRM Center Interface Training	Hr	4		\$100.00	\$400.00
12.0	ActiveNet - Standard Professional Services: Facility Reservations Training	Hr	16		\$100.00	\$1,600.00
13.0	ActiveNet - Standard Professional Services: Resource Scheduler Calendar Interface Training	Hr	4		\$100.00	\$400.00

14.0	ActiveNet - Standard Professional Services: Activity Registrations Training	Hr	16	\$100.00	\$1,600.00
15.0	ActiveNet - Standard Professional Services: Membership Training	Hr	16	\$100.00	\$1,600.00
16.0	ActiveNet - Standard Professional Services: POS Training	Hr	8	\$100.00	\$800.00
17.0	ActiveNet - Standard Professional Services: League Scheduling Training	Hr	8	\$100.00	\$800.00
18.0	ActiveNet - Standard Professional Services: Public Access Training	Hr	16	\$100.00	\$1,600.00
19.0	ActiveNet - Standard Professional Services: Online Interactive Map Training	Hr	4	\$100.00	\$400.00
20.0	ActiveNet - Standard Professional Services: Project Planning	Hr	9	\$100.00	\$900.00
21.0	ActiveNet - Daily Onsite Fee (min 3 days) Excludes Flight Costs	Day	5	\$500.00	\$2,500.00

Category Subtotal

ActiveNet.SaaS.Online Transactions	Subtotal (Selling Price)	\$0.00
ActiveNet.Service.Consulting - Hosted	Subtotal (Selling Price)	\$15,500.00
ActiveNet.Service.Reimbursed Travel	Subtotal (Selling Price)	\$2,500.00
Charges		\$0.00
Tax		
	COUNTY (Rate 2%)	\$0.00
	STATE (Rate 4.75%)	\$0.00

Total(USD)	\$18,000.00
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Ongoing Fees:

ActiveNet Offline Service Charges

Cash and check payments entered by Customer staff through the offline interface will be assessed a 2.0% Service Charge. Non-monetary transactions will be exempt from this Service Charge.

An additional ECP (electronic check payment) Service Charge of 1.5% will be applied to offline ECP payments. Refunds to ECP will be assessed a \$0.10 refund fee.

All other payments will be assessed an additional Service Charge of 2.5% +\$0.25 and any refunds of such payments will be assessed a \$0.10 refund fee.

All offline Service Charges will be paid for by the Customer and will be absorbed in offline transaction totals.

ActiveNet Online Service Charges

Payments entered directly by participants through the online interface will be assessed a Service Charge of equal to 6.5% of the payment plus \$0.50 for payments less than \$150.00, 3.5% of the payment plus \$5.00 for payments less than \$500.00 but

equal to or more than \$150, and 2.5% of the payments, plus \$10.00 for payments greater than \$500. A minimum Service Charge of \$2.00 will be assessed on all online payments.

All online Service Charges will be paid for by the participant in addition to transaction totals.

We may change the Service Charge at any time and you agree to such change unless you provide us with written objection to such change within 30 days from the date such change is first implemented. We will be responsible for collecting all registration fees charged by you and all Service Charges assessed by us. All registration fees, except Service Charges, are your exclusive property. Any registration fees collected by us will be sent to you twice a month and Service Charges shall be retained by us. Active shall not be responsible for processing or making any refunds. All credit card refunds processed will be assessed a \$.10 fee charged by Active to you. Active may reimburse itself for any credit card charge backs and associated fees out of registration fees collected by it. In the event such funds are not available, you agree to reimburse Active for any charge backs or refunds.

General

Sales taxes, where applicable, are not included and prices are in the currency of the country of installation (subject to change without notice). Hardware, operating system, 3rd party software and site preparation are not included unless otherwise noted.

Onsite Services

Quoted prices for onsite services do not include airfare. If onsite services are required, economy airfare will be assessed and invoiced separately. Onsite services are billed in minimum, 8 hour daily increments.

Method of Payment:

☐ **Invoice Me** Purchase Order Number: _____

☐ **Credit Card** ☐ **Visa** ☐ **MasterCard** ☐ **American Express**

Credit Card Number: _____ Expiration Date: _____

I hereby Agree to Pay above quote with the stated Method.

Customer Name: TOWN OF APEX

Signature: _____

Name: _____

Title: _____

Effective Date: _____

End of Quote

THIRD PARTY PRODUCTS ADDENDUM TO HOSTED SOFTWARE & SERVICES AGREEMENT

This Addendum to the Hosted Software & Services Agreement ("**Addendum**") is entered into by and between Town of Apex ("**Customer**") and The Active Network, Inc. ("**TAN**") as of _____ (the "**Effective Date**"). Customer and TAN are also singularly referenced herein as a "**Party**" and collectively as the "**Parties**."

- A. Customer and TAN previously entered into that certain Hosted Software & Services Agreement attached hereto (the "**Agreement**") that provided Online Registration and Marketing Services.
- B. Customer and TAN now desire to supplement and amend certain terms and conditions of the Agreement, pursuant to the terms and conditions set forth in this Addendum.

NOW, THEREFORE, in consideration of the mutual covenants, recitals and promises contained in this Addendum and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by each Party, the Parties hereto hereby agree as follows:

1. **Changes to the Agreement.** The Appendix attached hereto is hereby incorporated by reference into the Agreement.

2. **Agreement Remains in Effect.** Except as expressly described herein, the Agreement remains in full effect according to its terms. The Agreement and this Addendum, as well as any exhibits attached to each respectively, shall be read in concert to the fullest extent possible and be considered collectively as a singular agreement. In the event any of the terms and conditions of the Agreement conflict with the terms and conditions of this Addendum, the terms and conditions of this Addendum shall prevail only as to the subject matter expressly stated herein.

3. **General.**

3.1 **Miscellaneous.** If any one or more of the provisions of this Addendum is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Addendum, and this Addendum shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The captions used in this Addendum are for convenience and reference only and will not be deemed to limit, characterize or in any way affect any other provision contained herein. All provisions of this Addendum will be enforced and construed as if no caption had been used. This Addendum will be assigned automatically and only upon the assignment of the Agreement according to its terms.

3.2 **Entire Agreement.** The Agreement, this Addendum and any exhibits attached to each respectively constitute the entire agreement between the Parties with respect to the subject matter thereof and supersede all previous negotiations, comments and writings by the Parties with respect to the subject matter referenced in each. The Agreement and this Addendum may be changed only by a written agreement signed by both Parties. No oral agreement or conversation with any officer, agent or employee of Customer, either before or after the execution of the Agreement or this Addendum, shall affect, alter or modify the obligations hereunder.

3.3 **Counterparts and Facsimile:** This Addendum may be executed by the Parties in separate counterparts, which counterparts when combined are hereby deemed to constitute a single document, and the Parties may execute this Addendum by facsimile and such facsimile(s) will have the same effect as an originally executed document.

The Parties hereto have executed this Addendum effective as of the Effective Date.

TAN:
by its authorized signatory

Town of Apex:
by its authorized signatories

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

By: _____
Lee Smiley, Finance Director

Town of Apex

APPENDIX: TERMS APPLICABLE ONLY TO THIRD PARTY PRODUCTS AND SERVICES

1. PURCHASE AND SALE; DELIVERY

(a) **Purchase Commitment and Price.** TAN hereby agrees to sell to Customer, and Customer hereby agrees to purchase from TAN, the Third Party Products listed in Exhibit A in the volumes and at the prices described therein. For purposes of this Addendum, "Third Party Products" means those hardware, firmware and/or software products, provided to TAN by third parties, listed in the Pricing Form, together with all user manuals and other documents accompanying the delivery of the Third Party Products, provided that the Third Party Products shall not include software developed by TAN.

1.2 **Delivery.** TAN will ship all or any part of the Third Party Products to Customer as soon as reasonably practicable (or, if the below-described purchase order documentation does not seek immediate shipping, at the time TAN considers reasonable in order to meet the desired delivery date described) after receipt by TAN of a purchase order from Customer specifying the particular Third Party Products sought, the number of such Third Party Products sought, the price payable therefore, and the desired date and location of delivery thereof. Any such purchase order must, at a minimum, reference quantity, description and price.

1.3 **Changes by Customer to Delivery Schedule.** Following delivery by Customer of any purchase order documentation described in section 1.2, no changes by Customer to the shipment schedule described therein will be permitted unless TAN is notified thereof in writing at least ninety (90) days in advance of the delivery date sought in such purchase order documentation.

1.4 **Acceptance of Purchase Orders.** Purchase orders delivered by Customer to TAN in respect of Third Party Products are not binding upon TAN until accepted by TAN in writing. In any case, despite any indication to the contrary contained in any such purchase order documentation, no terms or conditions on purchase order documentation issued by Customer, other than the information required by TAN as set forth expressly in this Agreement, will be binding upon TAN, nor will any such terms or conditions modify or supplement this Agreement in any way, notwithstanding the fact that TAN may accept or otherwise approve such purchase orders. TAN reserves the right to refuse any such purchase order for any reason not contrary to this Agreement, including without limitation pricing differences as described in section 2.2.

1.5 **Additional Third Party Products.** Customer may purchase Third Party Products in addition to those listed in the Exhibit A by issuing additional purchase order documentation as described herein, provided that the supply (or non-supply) of such additional Third Party Products will be subject to this Agreement as though such additional Third Party Products had been included in the Exhibit A on the date of execution of Exhibit A subject to the following:

(a) the price for such additional Third Party Products is subject to agreement between the parties each in their own absolute discretion, and

(b) TAN shall have the right to discontinue delivery of such additional Third Party Products upon at least ninety (90) days written notice to Customer without any liability to Customer whatsoever for such discontinuance.

2. CHARGES AND PAYMENTS

2.1 **Prices.** The pricing applicable to Third Party Products is as set out in the Exhibit A in the form finally agreed to by the Parties.

2.2 **Pricing Variability.** Customer acknowledges that:

(a) the prices described in Exhibit A are applicable for six (6) months after the date of execution hereof, and such prices are based upon Customer taking delivery of the full number of any particular Third Party Product listed in Exhibit A in a single shipment; and

(b) Customer hereby agrees that after the expiry of such initial six-month period or, in case of Customer seeking, in a particular shipment, delivery of less than all of the Third Party Products of a particular type listed Exhibit A, the actual prices may be higher. Prior to shipment of any Third Party Products that would be subject to pricing that differs from that described in the Exhibit A, TAN will notify Customer of any such different pricing and Customer will accept such different pricing, as mutually agreed between Customer and TAN, in writing.

3. SUPPORT FOR THIRD PARTY PRODUCTS

For the purpose of isolating support issues and responsibility in respect of Third Party Products and their interaction with any Products, TAN will provide initial first-tier support, to a maximum of fifteen (15) minutes per support inquiry.

4. PROPRIETARY RIGHTS

4.1 **Third Party Proprietary Rights.** Customer acknowledges that any Third Party Products supplied by TAN hereunder are supplied by TAN as a reseller thereof and that the Third Party Products are subject to the intellectual property rights of the various third party developers and/or manufacturers thereof, as applicable, including without limitation copyright, trade secret, trademark, and patent rights. Customer will maintain in confidence and not use or disclose any and all confidential business or technical information connected with any Third Party Product except as specifically permitted by a party having legal control of such rights.

4.2 **Third Party Products which are Software.** Customer acknowledges that the possession, installation and use of all Third Party Products which are software shall be governed by the terms of the software license(s) of the persons other than TAN who possess the rights to control such possession, installation and use.

5. WARRANTY

5.1 **Warranty.** TAN warrants to Customer that TAN has the right to deliver the Third Party Products subject to any documentation accompanying such Third Party Products at the time of delivery and/or any licensing mechanisms, physical, electronic or otherwise, included in any Third Party Products that are software.

5.2 Warranties Provided by Third Party Suppliers.

Third Party Products are warranted by the manufacturers thereof in accordance with the warranty statements accompanying delivery of the Third Party Products, and Customer agrees that Customer will rely solely on such Third Party Product warranties and Customer shall make no claim against TAN on account of any warranty, express or implied, which may apply to any Third Party Product.

Exhibit A

The Active Network
10182 Telesis Court, Suite 100
San Diego, CA, 92121, United States

Date: 06/22/2012
Expires 09/19/2012
Quote: : 27662-1

Customer:
MIKE BOYD
TOWN OF APEX

Bill To:
TOWN OF APEX
PARKS, RECREATION & CULTURAL RESOURCES
P.O. BOX 250
APEX, NC 27502
UNITED STATES

Ship To:
TOWN OF APEX
53 HUNTER STREET
APEX, NC 27502
UNITED STATES

Sales Representative: Onizuka, Janette Marie (Kim)

Payment Terms: 30 NET

Line	Product	Units	Qty	Discount	Unit Price Selling (USD)	Total Price Selling (USD)
1.0	ActiveNet - STAR TSP143U Thermal, autocutter, USB - cable included	Ea	4		\$309.00	\$1,236.00
2.0	ActiveNet - STAR TSP100 Thermal Receipt Paper (3 1/8 x 220)	Ea	1		\$75.00	\$75.00
3.0	Class - Standard IPAD w/PCI PED cert USB HID w/Magensa.net Key	Ea	4		\$265.00	\$1,060.00
4.0	ActiveNet - Microsoft LifeCam Cinema	Ea	1		\$85.00	\$85.00
5.0	Class - APG Cash Drawer to Star Printer Cable	Ea	4		\$15.00	\$60.00

Category Subtotal

ActiveNet.Hardware.HW Other	Subtotal (Selling Price)	\$85.00
ActiveNet.Hardware.Printer	Subtotal (Selling Price)	\$1,236.00
ActiveNet.Hardware.Scanner	Subtotal (Selling Price)	\$1,060.00
ActiveNet.Hardware.Supplies	Subtotal (Selling Price)	\$75.00
Class.Hardware.Supplies	Subtotal (Selling Price)	\$60.00

Charges

\$0.00

Tax

COUNTY (Rate 2%)	\$50.32
STATE (Rate 4.75%)	\$119.51

Total(USD)	\$2,685.83
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General

Sales taxes, where applicable, are not included and prices are in the currency of the country of installation (subject to change without notice). Hardware, operating system, 3rd party software and site preparation are not included unless otherwise noted.

Hardware

All hardware sales are final. Hardware is covered by standard manufacturer's warranty. Equipment that is defective upon arrival will be replaced. RMA process will apply for items after support has indicated there are no alternatives. Customer must notify TAN in writing of any defective hardware within 7 days of its receipt. Any notices received after 7 days concerning defective hardware will be null and void and will not be accepted for return or replacement by TAN. Thereafter, the standard manufacturer's warranty will apply.

Method of Payment:

☐ Invoice Me Purchase Order Number: _____

☐ Credit Card ☐ Visa ☐ MasterCard ☐ American Express

Credit Card Number: _____ Expiration Date: _____

I hereby Agree to Pay above quote with the stated Method.

Customer Name: TOWN OF APEX

Signature: _____

Name: _____

Title: _____

Effective Date: _____

End of Quote

Software as a Service Agreement

This Software as a Service Agreement ("Agreement") is made effective as of August 1, 2012 (the "Effective Date") and entered into between The Active Network, Inc., 10182 Tejada Court, San Diego, CA 92121 ("TAN" or "we" or "us") and Town of Apex ("you" or "your" or "Client"). The parties agree as follows:

1. **Services.** TAN will provide you access to its software as a solution product ("Software") as well as services and support ("Services") related to your events, camps, licenses, classes, tickets, facility/equipment use, transactions, sales, memberships, reservations, donations, and/or activities (together, "Events"). The features, services, options, and fees are described more fully in schedule(s) to this Agreement (each, a "Schedule"). The Initial Schedule is attached hereto as Exhibit A. Each additional Schedule must be signed by both parties and will be governed by this Agreement. You agree to provide us with certain information relating to your organization as necessary for us to provide the Software and Services. Software provided under this Agreement is deemed delivered when made available to you.

2. **License to Intellectual Property/Promotion.** a) TAN retains all right, title, and interest in and to its Software and Services and any underlying software subject to the limited license provided by this Agreement.

b) TAN hereby grants to you a limited, non-exclusive, non-transferable license (i) to use the Software and Services solely in accordance with the Schedule and this Agreement, and (ii) to display, reproduce, distribute, and transmit in digital form TAN's name and logo solely for the purposes set forth in this Section 2. You hereby grant to TAN a limited license to use information provided by you relating to your organization, which may include your organization's name, trademarks, service marks, and logo, in connection with the promotion of your organization or Events.

c) You will make reasonable efforts to promote and encourage the use and availability of the Software in connection with the promotion of your Events for which you are using the Software and Services. You will include TAN's name and logo in newsletters, printed registration forms or mailings provided by you to prospective participants (e.g., by inserting the following statement in any online or print media related to your Event: "Online Registration Powered by Active.com"). TAN will be the sole and exclusive provider of registration services similar to the Software and Services provided to Client hereunder for each Event for which you are using TAN's Software and Services during the term of this Agreement.

d) You agree to receive notifications regarding free product, promotional items, and giveaways at your Event(s) or facility(ies), but you may opt not to receive the items from TAN. Registrants of your Events may opt-in to receive information, items, or promotional deals from TAN; we will be responsible for providing customer services for any such offers.

e) Each party agrees to comply with all applicable laws, rules, and regulations relating to such party's obligations hereunder.

3. **Information Collection.** TAN collects certain information from individuals as part of the registration process for your Events. You may login to our data management system to access this information. You are responsible for the security of your login information and for the use or misuse of such information by users authorized by you to use the Software and Services. You will immediately notify TAN in writing if any such users are no longer authorized. Both parties agree to use the collected information in compliance with (i) all applicable laws, rules and regulations, including, without limitation, those governing online privacy and use of credit card data (i.e. using credit card information only for purposes authorized by the cardholder); (ii) applicable Payment Card Industry Data Security Standards; and (iii) TAN's privacy policy as published on its website.

4. **Fees.** a) Client will pay the fees as more fully described in the applicable Schedule. For registration Software, unless otherwise set forth on the applicable Schedule, TAN will collect registration fees charged by you from individuals who register for your Events online, for the purposes of said association rules, as a merchant of record but not a seller of record. TAN will remit those sums to you, net of chargebacks and any other offsets, bi-weekly unless otherwise set forth in the applicable Schedule, less TAN's service fees as set forth in the applicable Schedule. TAN may suspend its performance hereunder, including remitting payments, in the event it reasonably believes that the Software or Services are being used for fraudulent or other suspect purposes. If you have agreed to a minimum volume commitment in a Schedule, TAN also has the right to charge fees owed to it by you if your organization does not meet the agreed volume commitments and may collect those fees by issuing an invoice or by offsetting the deficiency from any account balance you maintain with TAN. Any minimum volume commitment calculations will begin on the date that the Software is live for your Event(s). TAN may also reimburse itself for any chargebacks, returned items or overdue fees owed by you out of the registration fees it collects on your behalf by offsetting your account. If the Schedule indicates that you are paying on a subscription basis, you will be invoiced for the first year of subscription fees upon the first live operational use of the Software ("Go-Live Date"), with subsequent annual subscription fees being invoiced upon each anniversary of Go-Live Date. Payment of subscription fees are due within thirty (30) days of your receipt of an invoice. All fees and prices are in United States Dollars unless otherwise specified.

b) All fees that are not directly collected by TAN as part of registration fees will be due from you within thirty (30) days from the end of the remittance cycle during which the fees accrued. These fees are displayed on your account statement. Past due fees shall accrue interest at the annual rate of ten percent (10%) per annum, in the event of delay in paying a fee, you agree to reimburse TAN for any fees incurred in its collection efforts. TAN may suspend or deactivate your account if your account is more than thirty (30) days past due.

c) TAN reserves the right to modify the fees once per calendar year, provided that any increase will not exceed twelve and a half percent (12.5%). TAN shall notify Client at least thirty (30) days in advance of any such change. If we modify the fees, you can terminate this

Version: 11/1/11

Agreement at that time by providing written notice within thirty (30) days following the date the change is implemented.

d) As the seller of record, you will be solely responsible for, and will pay, any and all use, excise, sales or privilege taxes, duties, value added taxes, fees, assessments, or similar liabilities, chargeable by a governmental authority as a result of any Software or Service provided under this Agreement. Taxes on TAN's net income are excluded.

e) In the event you are entering into this Agreement and seeking the Services for the benefit of a third-party event or organization ("Third Party Beneficiary"), you agree that we may send registration fees collected by us directly to the Third Party Beneficiary.

6. **Disclaimer of Warranty/Limitation of Liability.** TAN EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF ITS SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS. SOFTWARE AND SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TAN SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR LOST PROFIT DAMAGES. TAN'S TOTAL AGGREGATE LIABILITY FOR ANY MATTER ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY YOU AS CONSIDERATION FOR THE SOFTWARE AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE.

6. **Indemnification.** TAN (the "Indemnifying Party") shall defend, settle, and pay damages (including reasonable attorneys' fees) ("Damages") relating to any third party claim, demand, cause of action or proceedings (whether threatened, asserted, or filed) ("Claims") against the Client (the "Indemnified Party") to the extent that such claim is based upon: (i) the Indemnifying Party's violation of any applicable law, rule, or regulation; and/or (ii) provision, by the Indemnifying Party, of materials, products, or services as part of such party's obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used in accordance with this Agreement. For the purposes of Sections 6 and 6, reference to TAN shall also include its suppliers and licensors.

7. **Term and Termination.** The term of this Agreement shall be for three (3) years from the Effective Date with automatic renewals for three (3) year terms thereafter, unless either party gives written notice to the other party to terminate this Agreement no less than sixty (60) days prior to the expiration of the then-current term. Either party may terminate this Agreement, (a) upon a material breach by the other party, if such breach is not cured within thirty (30) days following written notice to the breaching party; or (b) where the other party is subject to a filed bankruptcy petition or formal insolvency proceeding that is not dismissed within thirty (30) days.

8. **Miscellaneous.** a) Any notices required to be given under this Agreement shall be in writing sent to the address set forth below for Client or, in the case of TAN, to the address set forth above to the attention of General Counsel. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or three (3) days after deposited in the mail sent certified or registered.

b) This Agreement is non-assignable without the written consent of the other party, except that TAN may assign without consent: (i) its rights to receive payments; or (ii) the Agreement to an affiliate or in connection with any sale of or any other transaction involving the transfer of more than fifty percent of its voting securities or assets. Any assignment in violation of this Agreement will be void.

c) This Agreement shall be governed by the laws of the State of California, without giving effect to the conflict of laws provisions thereof. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act shall apply to this Agreement. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in San Diego County, California. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

d) This Agreement contains the entire understanding of the parties regarding the subject matter hereof and can only be modified or amended by a subsequent written agreement executed by both parties.

e) Sections 2, 3, 6, 7, and 8 of this Agreement and any fees owed by you shall survive any termination or expiration of this Agreement.

f) If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

g) No waiver of any provision of this Agreement or any attachment shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

h) Neither party will be deemed to be in default hereunder, or will be liable to the other, for failure to perform any of its obligations under this Agreement to the extent that such failure results from any event or circumstance beyond that party's reasonable control.

SIGNATURE PAGE

By signing this Agreement, each party represents and warrants that it has the necessary and full right, power, authority, and capability to enter into this Agreement and to perform its obligations hereunder.

TAN

By: 
(Signature)James Reyes, General Manager
Print Name and Title

Date: Aug 2, 2012

CLIENT

TOWN OF APEX
(Town of Apex)By: 
(Signature)Bruce A. Redford, Town Manager
Print Name and TitleTown of Apex
Checks payable to

Date: 7-30-12

STAFF CONTACT

David Wood
David.Wood@apexnc.org
E-Mail

Phone: 919-240-3351

P.O. Box 260
Address
Apex, NC 27602
City, State and Zip

Event URI, (Web site)

Pre-Audit Certificate:

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

By: 
Lee Smiley, Finance Director, Town of Apex

SCHEDULE 1

THE ACTIVE NETWORK
10182 Telesis Court, 1st floor
San Diego, CA, 92121, United States

Quote:
Expires: 03/12/2012
Quote: 19824-1

Customer:
David Wood
TOWN OF APEX
APEX, NC

Bill To:
TOWN OF APEX
53 Hunter Street
APEX, NC US

Ship To:
TOWN OF APEX
PO BOX 250
Apex, NC 27502 United States

Sales Representative:

Payment Terms: 30 NET

Line	Product	Units	Qty	Discount	Unit Price Selling (USD)	Total Price Selling (USD)
1.0	ActiveNet - Activity Registration	Ea	1		\$0.00	\$0.00
2.0	ActiveNet - Facility Reservation	Ea	1		\$0.00	\$0.00
3.0	ActiveNet - Membership	Ea	1		\$0.00	\$0.00
4.0	ActiveNet - League Scheduling	Ea	1		\$0.00	\$0.00
5.0	ActiveNet - Point of Sale	Ea	1		\$0.00	\$0.00
6.0	ActiveNet - Public Access	Ea	1		\$0.00	\$0.00
7.0	ActiveNet - Senior Professional Services: Class Conversation Planning	Hr	16		\$175.00	\$2,800.00
8.0	ActiveNet - Senior Professional Services: Business Process Review	Hr	8		\$175.00	\$1,400.00
9.0	ActiveNet - Documentation Services	Hr	4		\$100.00	\$400.00
10.0	ActiveNet - Standard Professional Services: General Settings Training	Hr	8		\$100.00	\$800.00
11.0	ActiveNet - Standard Professional Services: CRM Center Interface Training	Hr	4		\$100.00	\$400.00
12.0	ActiveNet - Standard Professional Services: Facility Reservations Training	Hr	16		\$100.00	\$1,600.00
13.0	ActiveNet - Standard Professional Services: Resource Scheduler Calendar Interface Training	Hr	4		\$100.00	\$400.00

14.0	ActiveNet - Standard Professional Services: Activity Registrations Training	Hr	16	\$100.00	\$1,600.00
15.0	ActiveNet - Standard Professional Services: Membership Training	Hr	16	\$100.00	\$1,600.00
16.0	ActiveNet - Standard Professional Services: POS Training	Hr	8	\$100.00	\$800.00
17.0	ActiveNet - Standard Professional Services: League Scheduling Training	Hr	8	\$100.00	\$800.00
18.0	ActiveNet - Standard Professional Services: Public Access Training	Hr	16	\$100.00	\$1,600.00
19.0	ActiveNet - Standard Professional Services: Online Interactive Map Training	Hr	4	\$100.00	\$400.00
20.0	ActiveNet - Standard Professional Services: Project Planning	Hr	9	\$100.00	\$900.00
21.0	ActiveNet - Daily Onsite Fee (min 3 days) Excludes Flight Costs	Day	5	\$500.00	\$2,500.00

Category Subtotal

ActiveNet.SaaS.Online Transactions	Subtotal (Selling Price)	\$0.00
ActiveNet.Service.Consulting - Hosted	Subtotal (Selling Price)	\$15,600.00
ActiveNet.Service.Reimbursed Travel	Subtotal (Selling Price)	\$2,500.00
Charges		\$0.00

Tax

COUNTY (Rate 2%)	\$0.00
STATE (Rate 4.75%)	\$0.00

TOTALS

Ongoing Fees:**ActiveNet Offline Service Charges**

Cash and check payments entered by Customer staff through the offline interface will be assessed a 2.0% Service Charge. Non-monetary transactions will be exempt from this Service Charge.

An additional ECP (electronic check payment) Service Charge of 1.5% will be applied to offline ECP payments. Refunds to ECP will be assessed a \$0.10 refund fee.

All other payments will be assessed an additional Service Charge of 2.5% +\$0.25 and any refunds of such payments will be assessed a \$0.10 refund fee.

All online Service Charges will be paid by the Customer and will be included in offline transaction totals

ActiveNet Online Service Charges

Payments entered directly by participants through the online interface will be assessed a Service Charge of equal to 8.5% of the payment plus \$0.50 for payments less than \$150.00, 3.5% of the payment plus \$5.00 for payments less than \$500.00 but

equal to or more than \$150, and 2.5% of the payments, plus \$10.00 for payments greater than \$500. A minimum Service Charge of \$2.00 will be assessed on all online payments.

All online Service Charges will be paid for by the participant in addition to transaction totals.

We may change the Service Charge at any time and you agree to such change unless you provide us with written objection to such change within 30 days from the date such change is first implemented. We will be responsible for collecting all registration fees charged by you and all Service Charges assessed by us. All registration fees, except Service Charges, are your exclusive property. Any registration fees collected by us will be sent to you twice a month and Service Charges shall be retained by us. Active shall not be responsible for processing or making any refunds. All credit card refunds processed will be assessed a \$.10 fee charged by Active to you. Active may reimburse itself for any credit card charge backs and associated fees out of registration fees collected by it. In the event such funds are not available, you agree to reimburse Active for any charge backs or refunds.

General

Sales taxes, where applicable, are not included and prices are in the currency of the country of installation (subject to change without notice). Hardware, operating system, 3rd party software and site preparation are not included unless otherwise noted.

Onsite Services

Quoted prices for onsite services do not include airfare. If onsite services are required, economy airfare will be assessed and invoiced separately. Onsite services are billed in minimum, 8 hour daily increments.

Method of Payment:

☒ Invoice Me Purchase Order Number: 2013-243
☐ Credit Card ☐ Visa ☐ MasterCard ☐ American Express

Credit Card Number: _____ Expiration Date: _____

I hereby Agree to Pay above quote with the stated Method.

Customer Name: TOWN OF APEX

Signature: _____

Name: BRUCE A. RADFORD

Title: TOWN MANAGER

Effective Date: 7-30-12

End of Quote

AUG/02/2012/THU 12:08 PM

FAX No.

P. 004

Ship To

Town of Apex
Community Center
53 Hunter Street
APEX, NC 27502

Bill To

Town of Apex
Accounts Payable
Po Box 250
APEX, NC 27502

Purchase Order
No. 2013-00000243

DATE 08/02/2012

VENDOR NO. 1848

Vendor

THE ACTIVE NETWORK, INC.
LOCKBOX 9634
LOS ANGELES, CA 90084-9634



PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES, SHIPPERS, BILL OF LADING AND
CORRESPONDENCE

DELIVER BY
FREIGHT TERMS
PAGE 1 of 1
ORIGINATOR: Pam Kitto

REFERENCE #

QTY	UNIT	DESCRIPTION	VENDOR PART #	UNIT COST	TOTAL COST
18,000.000	Each	Travel & Training - Active Net Training per Quote 19824-1 Schedule 1 10-4220--- 41400-- - Travel and Training 9,000.00 10-6200--- 41400-- - Travel and Training 9,000.00		1.0000	\$18,000.00
				SUBTOTAL	\$18,000.00
				SALES TAX	\$0.00
				TOTAL DUE	\$18,000.00

Special Instructions

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT
BUDGET AND FISCAL CONTROL ACT. Purchasing Agent: Pam Kitto

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 13, 2024

Item Details

Presenter(s): Timothy Herman, Apex Fire Chief
Justin Rosser, Police Capitan - Administrative Division
James Neuhaus, Communications Center Manager

Department(s): Fire
Police

Requested Motion

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

Approval Recommended?

Yes

Item Details

The attached CAM interlocal agreement has been thoroughly reviewed and discussed by members of each department. All Towns approved new wording in the agreement on shared costs and improvements that would be required as the Town of Apex continues to grow. The agreement is 9 successive, 3-year renewal terms, totaling 27 years.

Attachments

- CN2-A1: Interlocal Agreement For Emergency Dispatch and Communications Services

**INTERLOCAL AGREEMENT
FOR EMERGENCY DISPATCH AND COMMUNICATIONS SERVICES**

This INTERLOCAL AGREEMENT FOR EMERGENCY DISPATCH AND COMMUNICATIONS SERVICES, dated the ____ day of _____, 20__ (“Agreement”), is between the Town of Cary (“Cary”), the Town of Apex (“Apex”) and the Town of Morrisville (“Morrisville”), each being municipal corporations organized and existing under the laws of the State of North Carolina. Cary, Apex, and Morrisville are sometimes referred to jointly as “Parties.”

WITNESSETH

WHEREAS, The Town of Cary is a Primary Public Safety Answering Point (“Primary PSAP”), the first point of reception for 9-1-1 calls made within its municipal boundary. As a Primary PSAP, Cary is capable of receiving and processing 9-1-1 calls from all voice communications service providers; and

WHEREAS, Apex is a Secondary PSAP capable of receiving and processing 9-1-1 calls from a Primary PSAP. Apex currently has 9-1-1 calls made from within the Apex municipal boundary routed to Cary, which then dispatches Fire response calls and transfers all Police response calls to Apex’s Secondary PSAP; and

WHEREAS, Morrisville does not operate a PSAP. Instead, Cary answers all 9-1-1 calls made from within the Morrisville municipal boundary and dispatches all Fire and Police responses for Morrisville; and

WHEREAS, the Parties, which are all municipalities located primarily within the western part of Wake County, recognize advantages to having a unified emergency dispatch and communications system capable of improving the service level to the western Wake region; and

WHEREAS, the Parties entered into a previous interlocal agreement on January 1th, 2019 under which Cary began to serve as a Primary PSAP and provide emergency dispatch and communications services to the Parties in accordance with the terms and conditions stated in that prior agreement; and

WHEREAS, the pre-operability components of that prior agreement have been completed and the Parties have been successfully operating under that prior agreement since it was adopted; and

WHEREAS, the Parties now desire to replace that prior agreement with a new interlocal agreement that contains updated terms that implement lessons learned from the past several years; and

WHEREAS, the Parties agree that Cary shall continue to operate the Primary PSAP with Morrisville and Apex retaining their responsibilities in securing and maintaining necessary system infrastructure and upgrades within their respective jurisdictions to allow the Primary PSAP to operate effectively in accordance with the terms and conditions hereinafter stated; and

WHEREAS, the Parties further agree that each shall continue to share in the costs of maintaining and operating the Primary PSAP in accordance with the terms and conditions hereinafter stated; and

WHEREAS, Article 20, Interlocal Cooperation, of North Carolina General Statutes 160A authorizes and empowers any units of local government to enter into interlocal agreements for the contractual exercise by one unit for one or more other units of any power, function, public enterprise, right, privilege or immunity of local government; and

NOW THEREFORE, for and in consideration of the recitals and the mutual promises and covenants contained in this Agreement, the Parties agree as follows;

1. Incorporation of Recitals and Purpose: The Recitals are true and are incorporated into this Agreement. The purposes of this Agreement include:

- a. To provide the terms and conditions under which Cary will serve as the Primary PSAP and provide Communications Services for the Parties;
- b. To define Apex and Morrisville's obligations as they relate to the ongoing funding of the Primary PSAP.

2. Definitions:

In addition to the terms defined in the Recitals, the following definitions apply to this Agreement:

- a. "Agreement" means this document, as it may be amended from time to time.
- b. "Communications Services" means
 - i. the receipt of incoming 9-1-1 calls;
 - ii. the Transfer of certain 9-1-1 calls to the appropriate Secondary PSAP;
 - iii. the Dispatch of Public Safety Responders in response to 9-1-1 calls;
 - iv. the collection and maintenance of data concerning incidents to which Transfer or Dispatch services were provided; and
 - v. such other activities incidental to the above as the Primary PSAP deems necessary and appropriate.

- c. “CAD” means the computer-aided dispatch system that is a combination of hardware and software used by ECOs that provides data entry, makes resource recommendations, notifies and tracks those resources before, during, and after 9-1-1 calls, and preserves records of those calls and status changes for later analysis.
- d. “Cost per Dispatch/Transfer” means the costs incurred by Cary each time the Primary PSAP Dispatches Public Safety Responders in response to a Call or Transfers a 9-1-1 Call to the Secondary PSAP.
- e. “Dispatch” means the receipt and processing of incoming calls, including the routing of Public Safety Responders as required by the nature of the emergency and the monitoring of the same throughout the incident to which the call relates.
- f. “Fiscal Year” means the period commencing on July 1 of any calendar year and concluding on June 30 of the following calendar year.
- g. “Operation Costs” means the costs incurred by Cary for the operation and maintenance of the Primary PSAP after the Operation Date. Operation Costs includes 1) the Cost per Dispatch/Transfer Cary incurs when Dispatching and Transferring calls, 2) costs for any Primary PSAP Improvements needed to continue operation of the Primary PSAP as a result of the growth of, or enhancements requested by, Apex or Morrisville, and 3) the proportionate costs of any Operational License required or requested by Apex or Morrisville to allow each Party and their respective personnel to connect to the CAD system. Any individual costs for network connections into Cary networks will be the responsibility of the respective, individual Party.
- h. “Operational License” means any license required or requested by Apex or Morrisville that is used to access the CAD system. The term includes, but is not limited to, Mobile Data Computer (“MDC”) licenses required to connect computers to the system, Freedom licenses that are required to connect mobile devices to the system, and CAD Status Monitor (“CSM”) licenses used to access system data.
- i. “Performance Standards” means the standards for the provision of Communications Services to be provided by the Primary PSAP as outlined in “Exhibit A” to this Agreement.
- j. “Primary PSAP” means the Town of Cary, the PSAP that is the first point of reception of a 9-1-1 call and from which the call is either Dispatched or Transferred to the Secondary
- k. “Primary PSAP Improvement” means any improvement or software upgrade incurred by Cary to maintain operation of the Primary PSAP’s functions of 9-1-1 call reception, processing, and dispatching that is made due to the growth of, or enhancements requested by, Apex or Morrisville and not of a type that is

not eligible to receive complete funding from the North Carolina 911 Board. This term includes, but is not limited to, the following:

- i. The purchase of additional call reception, process, and dispatch equipment to be located at the Primary PSAP;
 - ii. Building construction to the Primary PSAP; and
 - iii. Upgrades to or replacement of radio infrastructure equipment.
- l. “Public Safety Answering Point (PSAP)” means the location that receives an incoming 9-1-1 call and Dispatches appropriate public safety agencies to respond to the call or Transfers the call.
- m. “Public Safety Responder(s)” means the police and fire department personnel employed by the respective Parties.
- n. “Secondary PSAP” means a PSAP capable of receiving a 9-1-1 call Transferred from the Primary PSAP.
- o. “Transfer” means the transfer of 9-1-1 calls received by the Primary PSAP to the Secondary PSAP.

3. Duration and Term:

- a. This Agreement shall have an “Initial Term” of three (3) years from the date listed in the first paragraph of this Agreement (“Effective Date”) and shall thereafter automatically renew for up to nine (9) successive (3) year renewal terms (each a “Renewal Term”). If not earlier terminated in accordance with its terms, this Agreement shall terminate at the conclusion of the final Renewal Term.
- b. Upon full execution by all Parties, this Agreement shall replace the prior “Interlocal Agreement for Emergency Dispatch and Communications Services” dated January 15th, 2019 and that prior Interlocal Agreement shall terminate.
- c. Cary may terminate this Agreement as to either or both of the other Parties by providing two hundred seventy (270) days written notice of termination prior the then current Renewal Term (“Termination Notice”). If Cary provides Termination Notice to only one Party, this Agreement shall terminate at the end of the then current term as to such noticed Party and shall continue as to the other Party. If Cary provides Termination Notice to both Parties, the Agreement shall terminate at the end of the then current term.
- d. Apex or Morrisville may terminate this Agreement by providing Termination Notice to Cary prior to the end of the Initial Term or any Renewal Term. If only one of Apex or Morrisville provide Termination Notice, this Agreement shall terminate at the end of the then current term as to the Party who provided the Termination Notice only. If both Apex and Morrisville provide

Termination Notice, this Agreement shall terminate at the end of the then current term.

4. **Roles and Responsibilities of each Party:** No joint agency is established by this Agreement. Cary shall have sole responsibility and authority to appoint or otherwise employ the personnel necessary for the implementation of the Primary PSAP as outlined in this Agreement.

A. Cary's Roles and Responsibilities:

- a. The Town of Cary shall operate a Primary PSAP that shall provide Communication Services to the Public Safety Responders of the Parties;
- b. Cary shall provide Communication Services in the following manner:
 - i. Cary shall provide Dispatch of Public Safety Responders from the Cary Police Department and Cary Fire Department;
 - ii. Cary shall provide Dispatch of Public Safety Responders from the Morrisville Police Department and Morrisville Fire Department;
 - iii. Cary shall provide Dispatch of Public Safety Responders from the Apex Fire Department; and
 - iv. Cary shall provide Transfer of incoming 9-1-1 calls that require response from Public Safety Responders from the Apex Police Department to the Secondary PSAP operated by Apex.
- c. Cary shall work with the other Parties to continually endeavor to provide Communications Services at levels detailed in the attached Exhibit A;
- d. Cary shall cause the Primary PSAP to accurately track all Dispatches and Transfers pursuant to Section 5(a)(i) of this Agreement;
- e. Cary shall obtain and administer Operational Licenses required or requested by Apex and Morrisville;
- f. Cary shall budget appropriate funds for the payment of its share of the Operation Costs pursuant to Section 5(a) of this Agreement;
- g. Cary shall invoice Apex and Morrisville for their apportioned share of Operation Costs pursuant to Section 5(a)
- h. Cary shall appoint up to three Cary staff members to serve on the PSAP Advisory Committee pursuant to Section 6 of this Agreement.
- i. Cary shall ensure that all interlocal or mutual aid agreements related to the ability for its Public Safety Responders to respond to calls within the territorial jurisdictions of the other Parties are in effect and complied with.

B. Apex Roles and Responsibilities:

- a. Apex shall be responsible for its respective share of the Operation Costs incurred pursuant to Section 5(a) of this Agreement;
- b. Apex shall route all requests for Operational Licenses through Cary's CAD Coordinator (or equivalent position).
- c. Apex shall operate and maintain a Secondary PSAP that shall:
 - i. Receive 9-1-1 calls that require response from Public Safety Responders from the Apex Police Department Transferred from the Primary PSAP;

- ii. Dispatch Public Safety Responders from the Apex Police Department to 9-1-1 calls Transferred from the Primary PSAP.
- d. Apex shall work with the other Parties to continually endeavor to provide Communications Services at levels detailed in the attached Exhibit A;
- e. Apex shall provide and maintain improvements and services necessary to allow the Primary PSAP to provide Communications Services at a level that meets the Performance Standards;
- f. Apex shall ensure that its Fire Public Safety Responders shall respond to Dispatches given by the Primary PSAP and that the Secondary PSAP shall Dispatch its Police Public Safety Responders upon receipt of a call Transferred by the Primary PSAP.
- g. Apex shall appoint up to three Apex staff members to serve on the PSAP Advisory Committee pursuant to Section 6 of this Agreement.
- h. Apex shall ensure that all interlocal or mutual aid agreements related to the ability for its Public Safety Responders to respond to calls within the territorial jurisdictions of the other Parties are in effect and complied with.

C. Morrisville's Role and Responsibilities:

- a. Morrisville shall work with the other Parties to continually endeavor to provide Communications Services at levels detailed in the attached Exhibit A
- b. Morrisville shall be responsible for its respective share of the Operation Costs incurred pursuant to Section 5(a) of this Agreement;
- c. Morrisville shall route all requests for Operational Licenses through Cary's CAD Coordinator (or equivalent position).
- d. Morrisville shall ensure that its Public Safety Responders shall respond to Dispatch orders given by the Primary PSAP
- e. Morrisville shall appoint up to three Morrisville staff members to serve on the PSAP Advisory Committee pursuant to Section 6 of this Agreement.
- f. Morrisville shall ensure that all interlocal or mutual aid agreements related to the ability for its Public Safety Responders to respond to calls within the territorial jurisdictions of the other Parties are in effect and complied with.

5. Costs:

a. Operation Costs:

- i. Dispatch/Transfer Tracking. Cary shall maintain call logs that show each time a particular Public Safety Responder type is Dispatched as a result of a call or when a call is Transferred to the Secondary PSAP.
- ii. Cost per Dispatch/Transfer Allocation. Each Party shall be responsible for the costs of all Dispatches of Public Safety Responders from that Party's jurisdiction, including Dispatches to any unincorporated areas for which that Party may be contracted to provide service. Apex shall be responsible for costs of all calls Transferred to the Secondary PSAP.

The costs of each Dispatch or Transfer shall be calculated as detailed below and as shown on the attached Exhibit B.

- a) the Cost per Dispatch/Transfer shall be calculated based on the following formulas:
 - a. Cost per Dispatch: The cost per call for North Carolina as determined by the most recent FCC Annual Report to Congress on State Collection and Distribution of 9-1-1 Fees, multiplied by a “growth factor percentage” representing the average increase in call volume for the Parties over the prior three (3) years, multiplied by a “response factor percentage” representing the average percentage of calls Dispatched by the Primary PSAP per Public Safety Responder agency type over the prior three (3) years. This formula is outlined in further detail in the attached Exhibit B.
 - b. Cost per Transfer: The cost per call for North Carolina as determined by the most recent FCC Annual Report to Congress on State Collection and Distribution of 9-1-1 Fees, multiplied by a “growth factor percentage” representing the average increase in call volume for the Parties over the prior three (3) years. This formula is outlined in further detail in the attached Exhibit B.
- b) Cary shall recalculate the Cost per Dispatch/Transfer amounts using the above formulas at the end of each calendar year, and provide Apex and Morrisville notice of the same, to allow the Parties time to incorporate said costs into their respective upcoming fiscal-year budgets. The newly-calculated values will then be charged upon commencement of the following Fiscal Year pursuant to the billing cycle outlined in Section 5(a)(iv) of this Agreement.
- iii. Primary PSAP Improvements Cost Allocation. The cost of any PSAP Improvements shall be apportioned between the Parties in percentages equal to the average percentage of calls Dispatched/Transferred by the Primary PSAP for each respective jurisdiction during the prior 3 fiscal years.
 - a) From time to time, and in sufficient time for Apex and Morrisville to arrange financing for their respective shares of Primary PSAP Improvement Costs, Cary shall provide its best estimate of expected Primary PSAP Improvement Costs and of each party’s share of those costs. The Parties hereby acknowledge that the amount so provided shall be an estimate only based upon the information available, and that Primary PSAP Improvement Costs, whether less or greater than the

estimate, are to be allocated to and borne as set forth in this Agreement.

- iv. Operational License Cost Allocation. The costs of any Operational Licenses required or requested by Apex or Morrisville shall be borne by Cary. Beginning in Fiscal Year 2026, the costs of any Operational Licenses required or requested by Apex or Morrisville shall be initially borne by Cary and then be reimbursed by Apex or Morrisville. For licenses that Cary obtains as individual licenses, Cary shall invoice the respective Party for the cost of individual licenses assigned to the personnel of that respective Party. For licenses that Cary obtains via site licenses, Cary shall invoice the respective party a share of the site license cost equal to the percentage of licenses assigned to that respective party at the time of invoicing.
- v. Invoicing and Payment. Cary shall invoice Apex and Morrisville for their respective portions of the Operation Costs in the following manner:
 - a) Cost per Dispatch/Transfer: Cary shall invoice Apex and Morrisville for each Parties' respective share of the Costs per Dispatch/Transfer on a quarterly basis. At the conclusion of each quarter, Cary shall generate an invoice for the Costs per Dispatch/Transfer incurred for that quarter. These invoices shall be sent to Apex and Morrisville Within 30 calendar days of the last day of the quarter.
 - b) Primary PSAP Improvements Cost: Cary shall invoice Apex and Morrisville for each Parties' respective share of Primary Improvement Costs on an annual basis. At the conclusion of a Fiscal Year, Cary shall generate an invoice for the Primary PSAP Improvement costs incurred during that year. Invoices shall be sent to Apex and Morrisville by August 1st.
 - c) Operational License Cost: Cary shall invoice Apex and Morrisville for each Parties' respective share of the Operational License costs on a quarterly basis. At the conclusion of each quarter, Cary shall generate an invoice for the respective Operational License costs incurred for that quarter. These invoices shall be sent to Apex and Morrisville Within 30 calendar days of the last day of the quarter
 - d) Apex and Morrisville shall, within ninety (90) days of receipt of an invoice, make payment in the amount of the invoice to Cary. If Apex or Morrisville disagrees with any expense allocated to it by Cary, it may notify Cary of the disagreement and request a review and that an adjustment be made. When challenging an expense, the challenging Party shall pay to Cary half of the expense amount. If it is determined a challenging Party was

improperly charged a challenged expense, Cary shall refund the half payment made by that Party when first challenging the expense. If it is determined a challenged Party was properly charged a challenged expense, that Party shall pay the remaining half to Cary within thirty (30) days of the determination.

- e) Any amounts due and payable by Apex or Morrisville hereunder that are not paid by the second monthly invoice following the month in which the unpaid amount was invoiced (approximately sixty (60) days) shall bear interest at the rate of six percent (6%) per annum until paid.

- vi. Budgeting. Each Party shall be responsible for budgeting appropriate funds during each Fiscal Year for the payment of their respective Operation Costs obligations as outlined in this Agreement.

6. **Primary PSAP Advisory Committee**: The Town Managers, Police Chiefs, and/or Fire Chiefs of any of the Parties can request a meeting of the Parties to discuss any aspect of this Agreement. Any such meeting shall be held within a reasonable time of the initial request and shall be attended by up to three of designees from each Party. Each designee shall be appointed by their respective Town Manager. The attendees may discuss and make recommendations related to any aspect of this Agreement. The Committee shall meet at minimum once per calendar year, with a preference meeting once per calendar quarter.

Each Party shall designate PSAP Committee members with the intent for each member to serve a minimum of two years on the Committee for the purposes of ensuring continuity and fostering the development of institutional knowledge within the Committee. The Parties agree that each shall only relieve an appointed member of their duties related to the Committee in the event of a significant change in that member's employment status or a substantial shift in their roles and responsibilities that would hinder their ability to fulfill their Committee obligations.

Cary is solely responsible for the operation of the Primary PSAP and while Committee member recommendations will be carefully considered and evaluated, such recommendations are advisory only.

7. **Termination**:

- a. Upon termination for any reason, all equipment and assets of the Primary PSAP shall be and remain the property of Cary. In the event a Party terminates their participation in this Agreement pursuant to Section 3 of this Agreement, that Party shall remain responsible for its share of the Operation Costs for the remainder of time that Cary is providing services and for any

fees for the termination of services being provided by third-parties that result from the terminating Party's termination.

8. Breach and Default:

- a. Any material breach of the terms or conditions of this Agreement shall constitute a default. In the event of a default, the defaulting Party shall be given notice of such alleged default in the manner prescribed in Section 9 of this Agreement. Upon receipt of notice, the defaulting Party shall have the opportunity to cure the default within thirty (30) days.
 - b. In the event Cary is the defaulting Party and fails to cure all defaults within the thirty (30) day cure period, Apex or Morrisville shall have the ability to provide Termination Notice as described in Section 3 of this agreement, irrespective of current Term. Cary shall continue to provide the services described in this agreement to the terminating Party for the two hundred seventy (270) day notice period or until the terminating Party obtains Communication Services from another source, whichever is sooner. The terminating Party shall remain responsible for its share of Operations Costs for the remainder of time that Cary is providing services, minus any costs for Primary PSAP Improvements.
 - c. In the event that Apex or Morrisville are the defaulting party and have failed to cure all defaults within the thirty (30) day cure period, Cary shall cease to provide the services described in this Agreement to the defaulting party two hundred seventy (270) days after the conclusion of the cure period. If services are terminated in this manner, the defaulting Party shall be responsible for its share of the Operations Costs for the remainder of time that Cary is providing services.
- 9. Notices.** Unless otherwise provided, all notices provided for herein shall be in writing and shall be sent properly addressed by first class mail, with a copy sent by e-mail, to the Parties at the addresses shown below:

Town of Cary

Town Manager
Town of Cary
PO Box 8005
Cary, North Carolina 27512-8005

Attention: Town Manager

Email address: sean.stegall@carync.gov

With copies to: Terry.sult@carync.gov (Police Chief) mike.cooper@carync.gov (Fire Chief)

Town of Apex

Town Manager
Town of Apex

PO Box 250
Apex, North Carolina 27502

Attention: Town Manager

Email address: randy.vosburg@apexnc.org

With copies to:

jason.armstrong@apexnc.org (Police Chief); timothy.herman@apexnc.org (Fire Chief)

Town of Morrisville

Town Manager
100 Town Hall Drive
Morrisville, NC 27650

Attention: Town Manger

Email address: bzuidema@morrisvillenc.gov

With copies to: grodriguez@morrisvillenc.gov (Deputy Town Manager);
nlozinsky@morrisvillenc.gov (Fire Chief), pacosta@morrisvillenc.gov (Police Chief).
All notices shall be effective three (3) days after having been deposited, properly
addressed and postage prepaid, in the US Postal Service. Any Party hereto may
change the person to whom or the address to which notices should be provided by
giving written notice to the other Parties of the change.

10. Public Records. The Parties may provide copies of public records, including
copyrighted records, in response to public record requests.

11. Due Diligence Assessment. Each Party has conducted such due diligence
assessment as it deems appropriate to verify that the assumption of
Communications Services by Cary in accordance with the assumptions used to
develop the terms and conditions of this Agreement are reasonable.

12. Force Majeure. No Party shall be responsible for any default, delay, or failure to
perform if such default, delay, or failure to perform is due to causes beyond the
Party's reasonable control, including, but not limited to, actions or inactions of
governmental authorities, epidemics, wars, actions of malicious actors, embargoes,
fires, hurricanes, unusual adverse weather, acts of God, or the default of a common
carrier. In the event of a default, delay, or failure to perform due to causes beyond a
Party's reasonable control, the Party shall diligently and in good faith act to the
extent within its power to remedy the circumstances affecting its performance and to
complete its performance in as timely a manner as is reasonably possible.

13. Entire Agreement/Amendments. This Agreement constitutes the entire
agreement between the Parties with respect to its general subject matter. This
Agreement may not be changed except in writing signed by all the Parties.

14. Representations and Warranties. The Parties each represent, covenant and warrant for the other's benefit as follows:

- a. Each Party has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and this Agreement has been authorized by Resolution spread upon the minutes of each Party's governing body. This Agreement is a valid and binding obligation of each Party.
- b. Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which either Party is now a party or by which either is bound, or constitutes a default under any of the foregoing.
- c. To the knowledge of each Party, there is no litigation or other court or administrative proceeding pending or threatened against such Party (or against any other person) affecting such Party's rights to execute or deliver this Agreement or to comply with its obligations under this Agreement. Neither such Party's execution and delivery of this Agreement, nor its compliance with its obligations under this Agreement, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

15. Dispute Resolution. In the event of conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other claims, disputes or other controversies arising out of, and between the Parties shall be subject to and decided exclusively by the appropriate general court of justice of Wake County, North Carolina.

16. No Waiver of Non-Compliance with Agreement. No provision of this Agreement shall be deemed to have been waived by any Party hereto unless such waiver shall be in writing and executed by the same formality as this Agreement. The failure of any Party hereto at any time to require strict performance by the other of any provision hereof shall in no way affect the right of the other Parties to thereafter enforce the same. In addition, no waiver or acquiescence by a Party hereto of any breach of any provision hereof by another Party shall be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

17. Governing Law. The Parties intend that this Agreement be governed by the law of the State of North Carolina. Proper venue for any action shall solely be Wake County.

18. Assignment. The Parties may not sell or assign any interest in or obligation under this Agreement without the prior express written consent of the other Parties.

- 19. Liability of Officers and Agents.** No officer, agent or employee of any Party will be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents or employees will be deemed to execute such documents in their official capacities only, and not in their individual capacities. This section will not relieve any such officer, agent or employee from the performance of any official duty provided by law.
- 20. Execution in Counterparts/Electronic Version of Agreement.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Parties may convert a signed original of the Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.
- 21. No Third-Party Beneficiaries.** This Agreement is not intended to and does not confer any right, power, or benefit on any person other than the Parties and only the Parties may enforce, modify or terminate this Agreement as provided herein. There are no third-party beneficiaries to this Agreement.
- 22. Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. If one or more paragraphs, sections sentences, clauses, or phrases shall be declared void, invalid or otherwise unenforceable for any reason by the valid, final judgment or decree of any court of competent jurisdiction, such judgment or decree shall not affect the remaining provisions of this Agreement and the same shall continue to be fully effective and enforceable on the basis that said remaining provisions would have been agreed to by the Parties without the incorporation of such void, invalid or otherwise unenforceable paragraph, section, sentence, clause or phrase.
- 23. Time.** Time is of the essence in this Agreement and each and all of its provisions.
- 24. Further Assurances/Corrective Instruments; Good Faith/Due Diligence.** The Parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of this Agreement. The Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Agreement.
- 25. Verification of Work Authorization.** The Parties shall comply with Article 2, Chapter 64, of the North Carolina General Statutes to the extent applicable.

26. Pre-Audit Requirement. This Agreement has not been fully executed and is not effective until the Preaudit Certificate (if required by N.C.G.S § 159-28) has been affixed and signed by the Parties' finance officers or deputy finance officers.

IN TESTIMONY WHEREOF, the Town of Apex, the Town of Cary, and the Town of Morrisville, pursuant to resolutions of their respective governing boards spread upon their minutes, have caused this Agreement to be executed and attested by their duly authorized officers and their official seals affixed, the day and year first written above.

[SIGNATURES]

EXHIBIT A

Performance Standards

The Towns of Apex, Cary, and Morrisville shall work together to assure the provision of accurate, consistent, and timely Communication Services. The Towns are sometimes referred to individually as “Party” and jointly as “Parties.”

1. **Definitions:** Terms used in this Exhibit A shall have the same meanings as the identical terms found in the INTERLOCAL AGREEMENT FOR EMERGENCY DISPATCH AND COMMUNICATIONS SERVICES (“Agreement”) to which this is attached. In addition, the following terms shall be given the meanings defined below:
 - a. “Benchmark” means the service levels identified in Section 2 of this Exhibit B which the Parties shall work towards achieving for single processes.
 - b. “Baseline” means the service levels for the measurable activities identified in Section 2 that are actually achieved by the Primary PSAP at the time Agreement is entered into. An individual Baseline is the quantitative representation of the actual performance of the Primary PSAP for a single process.
 - c. “Call Answering Time” means the time between when the Primary PSAP receives a 9-1-1 call until the time the call is acknowledged by an ECO. (The time it takes for the ECO to answer a 9-1-1 call);
 - d. “Call Handling Time” means the total of the Call Answering Time, Call Transfer Time (if applicable), and the Call Processing Time;
 - e. “Call Processing Time” means the time between when a call is acknowledged by an ECO and the ECO begins to relay information via voice or electronic about the call to the appropriate Public Safety Responders;
 - f. “Call Transfer Time” means the time between when an ECO determines a received call needs to be Transferred to the Secondary PSAP and the time when the Transfer of that call to the Secondary PSAP is completed;
 - g. “Computer-Aided Dispatch” (“CAD”) means a combination of hardware and software used by ECOs that provides data entry, makes resource recommendations, and notifies and tracks those resources before, during, and after 9-1-1 calls, and preserves records of those calls and status changes for later analysis.
 - h. “Emergency Communication Officer” (“ECO”) means an individual handling calls from within the Primary PSAP.

- i. "Timestamp" means information encoded by ECOs into CAD entries by that identify when certain events occur.

2. Service Level:

- a. **Benchmarks:** The Parties shall continually work towards the reduction of the intervals between Baseline performance and these agreed upon Benchmarks:

i. **For Calls that Require Fire Department Response:**

- 1) Call Answering Time Benchmark: Ninety-five percent (95%) of calls answered within 15 seconds.

- 2) Call Processing Time Benchmark.

- (1) For the eight types of calls listed below, the Call Processing Time Benchmark shall be ninety percent (90%) of calls processed within 90 seconds:

- i. Calls requiring emergency medical dispatching questioning and pre-arrival medical instructions;
- ii. Calls requiring language translation;
- iii. Calls requiring the use of a TTY/TDD device or audio/video relay services;
- iv. Calls of criminal activity that require information vital to emergency responder safety prior to dispatching units;
- v. Hazardous materials incidents;
- vi. Technical rescue;
- vii. Calls that require determining the location of the alarm due to insufficient information; and
- viii. Calls received by text message.

- (2) For all other calls, the Call Processing Time Benchmark shall be ninety percent (90%) of calls processed within 64 seconds.

- 3) Call Transfer Time Benchmark: Ninety-five percent (95%) of 9-1-1 Calls received by the Primary PSAP that are determined to need to be Transferred to the Secondary PSAP are then Transferred within 30 seconds of that determination being made.

ii. **For Calls that Require Police Department Response:**

- 1) **Call Processing Time Benchmark:** Maintain an average Call Processing Time for Emergency Response call types at or less than 90 seconds.
 - b. **Call Transfers:** When a 9-1-1 call needs to be transferred from the Primary PSAP to the Secondary PSAP:
 - i. The ECO shall Transfer the call without delay;
 - ii. If received by phone, the ECO shall advise the caller of the transfer;
and
 - iii. The ECO shall maintain the connection until it is certain that the Transfer is complete and verified by the Secondary PSAP.
 - c. **Timestamps:** When possible, ECOs shall cause to be applied Timestamps to individual CAD entries for the purposes of incident response data aggregation and review. The Cary PSAP will honor requests from the parties to timestamp events. A list of timestamps will be maintained within CAD by Cary.
3. **Data Reporting:** The Parties shall, upon request, make available to one another Baseline and Benchmark data to assist each Party in evaluating its current processes and for preparation of monthly, quarterly, or annual reports. In addition and upon request, the Parties shall make available to one another Primary and Secondary PSAP data for the purposes of analyzing specific Dispatch events.
 4. **Quality Assurance Standards:** Cary acknowledges that Apex and Morrisville seek to continue to meet their respective community expectations as they relate to the provision of Communications Services and shall strive to provide Apex and Morrisville with a level of service supporting each agencies' goal to meet those expectations. Cary shall make any documentation required to meet these goals available to Apex and Morrisville staff upon request. Apex and Morrisville shall make any such requests in a manner that provides Cary with the amount of time to provide the requested data within a time period acceptable to Cary and the requesting Party.

EXHIBIT B

Cost per Dispatch/Transfer Valuation

- A. **Cost per Dispatch**. the Cost per Dispatch for each Public Safety Responder agency type except the Apex Police Department shall be calculated based on the following formula:

The cost per call for North Carolina as determined by the most recent FCC Annual Report to Congress on State Collection and Distribution of 9-1-1 Fees.	X	A growth factor percentage representing the average increase in call volume for the Parties over the prior three (3) years.	X	A response factor percentage representing the average percentage of calls Dispatched by the Primary PSAP per Public Safety Responder agency type over the prior three (3) years.
---	---	---	---	--

For the purposes of this Agreement, the response factor percentages will be determined from the average percentage of Dispatches performed by the Primary PSAP over the prior three (3) years, not the national average as reported in the Study. In addition, because the Parties intend for the Primary PSAP to Dispatch Fire Public Safety Responders to all EMS calls in addition to Fire calls, the response factor percentage for the Cost per Dispatch for Fire calls shall be the total percentages of both Fire Dispatches and EMS Dispatches performed by the Primary PSAP.

- B. **Cost per Transfer** the Cost per Transfer for the Apex Police Department shall be calculated based on the following formula:

The cost per call for North Carolina as determined by the most recent FCC Annual Report to Congress on State Collection and Distribution of 9-1-1 Fees.	X	A growth factor percentage representing the average increase in call volume for the Parties over the prior three (3) years.
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| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 13, 2024

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of a Public Hearing for August 27, 2024, on the Question of Annexation - Apex Town Council's intent to annex 35.15 acres, known as Elevate 64 West, Annexation No. 785, into the Town Corporate limits.

Approval Recommended?

Yes

Item Details

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

Attachments

- CN3-A1: Resolution Directing the Town Clerk to Investigate Petition
 - Certificate of Sufficiency by the Town Clerk
 - Resolution Setting Date of Public Hearing
- CN3-A2: Legal Description - Annexation No. 785
- CN3-A3: Aerial Map - Annexation No. 785
- CN3-A4: Plat Map - Annexation No. 785
- CN3-A5: Annexation Petition - Annexation No. 785





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

Annexation Petition No. 785
Elevate 64 West – 35.15 acres

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

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

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

This the 13th day of August, 2024.

Jacques K. Gilbert
Mayor

ATTEST:

Allen L. Coleman, CMC, NCCCC
Town Clerk



CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition No. 785
Elevate 64 West – 35.15 acres

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Apex, North Carolina this 13th day of August, 2024.

Allen L. Coleman, CMC, NCCCC
Town Clerk

(Seal)



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

Annexation Petition No. 785
Elevate 64 West – 35.15 acres

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Apex Town Hall at 6 o'clock p.m. on the 27th day of August, 2024.

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

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

This the 13th day of August, 2024.

Jacques K. Gilbert, Mayor

ATTEST:

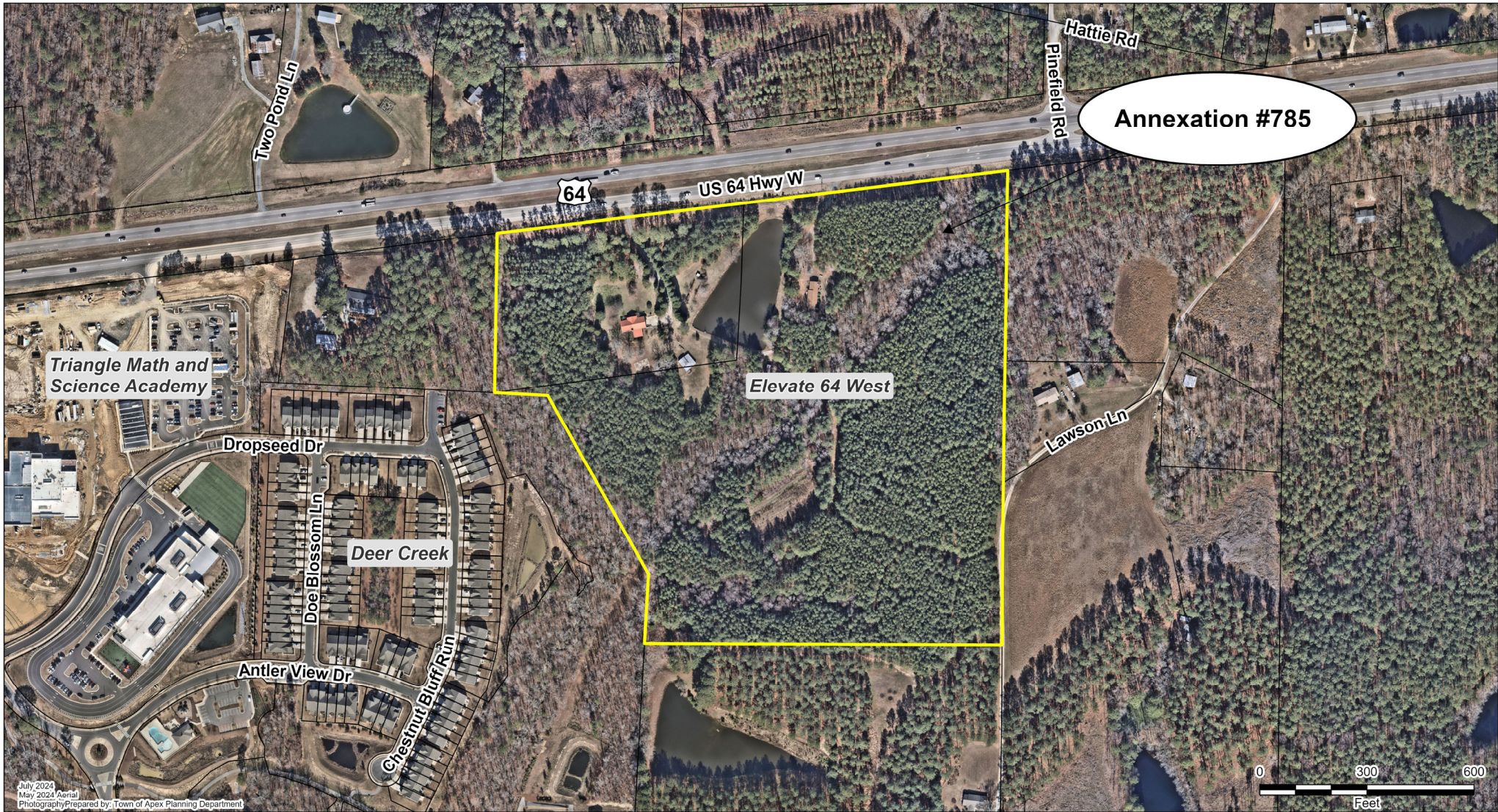
Allen L. Coleman, Town Clerk

Attachment: Legal Description

Being Wake County PIN numbers 0712842430 and 0712719870, properties of Louvenia Ann S. Goodwin (L. Goodwin), and located at 3805 & 3809 US 64 HWY W Apex North Carolina 27523

Being all of that certain 28.13 +/- acres and 7.02 +/- acres tracts of land lying in Wake County, North Carolina; and bounded by natural boundaries and/or lands owned by and/or in possession of persons, as follows: on the north by U.S. HWY 64 and on the east by Clara's Legacy, LLC and Gaylene W. Goodwin (G. Goodwin), on the south by Seagroves Family, LLC, on the west by Deer Creek Owners Association, Inc. and Mabopane Foundation; said tract being particularly described by courses (according to the North Carolina Grid system) and distances according to an annexation map titled "Annexation Map for the Town of Apex dated 05/10/2024, job reference number 19008.004 prepared by FEI under the license of Tommy Wright professional land surveyor L-5262, to which reference is hereby made, as follows:

Commencing at NGS monument "BORDER" said monument having North Carolina state plane grid coordinates NAD83(2011) of northing: 724821.30, easting: 2016464.34; thence N84°01'27"E a distance of 1069.77' to THE POINT OF BEGINNING, said point being a 1/2" found iron pipe at the northeast corner of Mabopane Foundation as described in deed book (D.B.) 17693 page (Pg.) 551 and on the southern margin of the 200' public right of way (R/W) of US HWY 64 thence along the US HWY 64 R/W N82°56'01"E a distance of 696.33' to a set iron rebar at the northwest corner of Louvenia Ann S. Goodwin as described in D.B. 18884 Pg.1101; thence N82°56'01"E a distance of 735.79' to a set iron rebar at the northwest corner of Clara's Legacy, LLC as described in D.B. 18483 Pg. 1288; thence leaving the US HWY 64 R/W S00°38'48"W a distance of 528.04' to a 1" found iron pipe at a common corner of said Clara's Legacy, LLC and Gaylene W. Goodwin as described in D.B. 12-E, PG. 3228, thence along said Gaylene W. western line S00°38'48"W a distance of 337.23' to a 1/2" found iron rebar, thence leaving said Gaylene W. Goodwin and following said Clara's Legacy, LLC western line S00°38'48"W a distance of 458.09' to a 1" found iron pipe on the western line of said Clara's Legacy, LLC and at the northeast corner of Seagroves Family, LLC as described in D.B. 14213 Pg. 2028; thence N89°57'28"W a distance of 412.72' to a 1/2" found iron pipe, thence N89°57'28"W a distance of 274.59' to a 1/2" found iron pipe, thence N89°57'28"W a distance of 314.75' to a 1/2" found iron pipe at the northwest corner of said Seagroves Family, LLC and on the eastern line of Deer Creek Owners Association, INC as described in D.B. 19016 Pg. 2557; thence along the lines of said Deer Creek Owners Association, INC for the following courses and distances N03°21'09"E a distance of 195.23' to a 1/2" found iron pipe; thence N29°30'01"W a distance of 573.36' to a 1/2" found iron pipe; thence N86°51'40"W a distance of 149.09' to a 1/2" found iron pipe on the northern line of said Deer Creek Owners Association, INC, at the southeast corner of said Mabopane Foundation and at the southwest corner of said Goodwin; thence along the lines of said; thence N02°00'16"E a distance of 444.55' to THE POINT OF BEGINNING.



LEGEND

- = PROPERTY LINE
- - - = ADJOINING PROPERTY LINE
- - - = RIGHT-OF-WAY LINE
- - - = EASEMENT (AS NOTED)
= ANNEXATION AREA
● FIP = FOUND IRON PIPE
● FIR = FOUND IRON REBAR
○ SIR = SET IRON REBAR

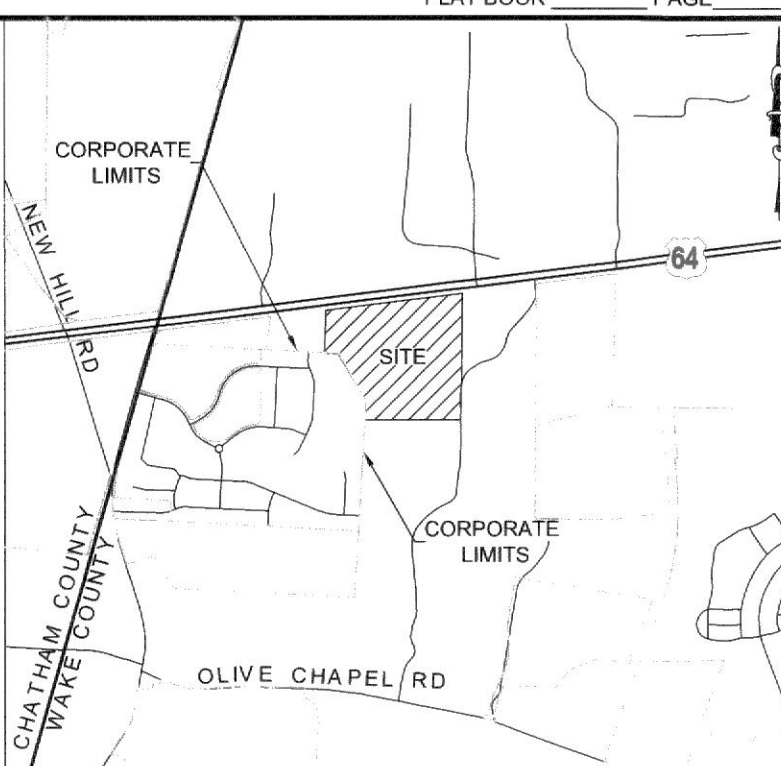
ANNEXATION # _____

I, ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK, APEX, NORTH CAROLINA CERTIFY THIS A TRUE AND EXACT MAP OF ANNEXATION ADOPTED THE _____ DAY OF _____, 20____, BY THE TOWN COUNCIL. I SET MY HAND AND SEAL OF THE TOWN OF APEX, _____ DAY/MONTH/YEAR

ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK

-SEAL

U.S. HIGHWAY 64
200' WIDE PUBLIC R/W
(B.M. 1995, PG. 469)

VICINITY MAP
1"=200'

SITE DATA:

3809 US HWY 64 W
LOUVENIA ANN S. GOODWIN
PIN #: 0712719870
B.M. 1987, PG. 493
AREA: 7.02 ACRES

3905 US HWY 64 W
LOUVENIA ANN S. GOODWIN
PIN #: 0712842430
D.B. 18884, PG. 1101 (SECOND TRACT)
AREA: 28.13 ACRES

TOTAL AREA: 35.15 ACRES

SURVEYOR'S CERTIFICATION:

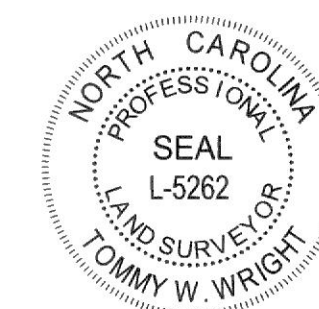
I, TOMMY W. WRIGHT, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 18884 PAGE 1101, ETC.) (OTHER); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK AS PAGE SHOWN; THAT THE RATIO OF PRECISION IS 1:29,064+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

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.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS THE 24th DAY OF JUNE, 2024 A.D.

Tommy W. Wright
PROFESSIONAL LAND SURVEYOR

L-5262
LICENSE NUMBER



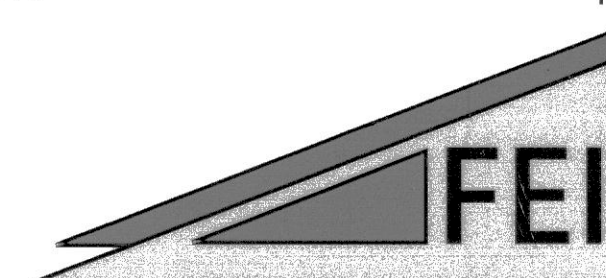
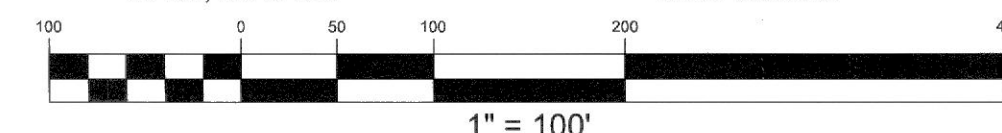
THE PURPOSE OF THIS PLAT IS TO ANNEX THE SUBJECT PROPERTIES INTO THE TOWN OF APEX

SATELLITE ANNEXATION MAP

FOR THE
TOWN OF APEX

OWNER:
LOUVENIA ANN S. GOODWIN
3809 U.S. HWY W.
APEX, NC 27523

TOWN OF APEX
WAKE COUNTY
NORTH CAROLINA
DATE: 2024-05-28



Civil Engineers and Land Surveyors
8518 Triad Drive, Colfax, NC 27235
www.feiconsulting.com
(336) 852-9797
License No. C-0950

GENERAL NOTES:

1. AREA DETERMINED UTILIZING COMPUTER SOFTWARE.
2. GRID TIE INFORMATION BASED ON MONUMENTATION AND DATUM AS SHOWN. ALL DISTANCES ARE GROUND DISTANCES (US FEET) UNLESS OTHERWISE SHOWN.
3. NO SUBSURFACE INVESTIGATION PERFORMED BY FLEMING ENGINEERING, INC.
4. THIS PROPERTY IS SUBJECT TO ANY EASEMENTS, AGREEMENTS OR RIGHTS OF WAY RECORDED PRIOR TO THE DATE OF THIS MAP WHICH WERE NOT VISIBLE AT THE TIME OF INSPECTION.
5. THE CLASSIFICATION OF THIS SURVEY IS NORTH CAROLINA CLASS A.
6. HORIZONTAL DATUM: NAD83(2011).
7. THIS PROPERTY IS LOCATED WITHIN ZONE "X" AREA AS INDICATED ON THE FLOOD INSURANCE RATE MAP (FIRM) MAP NUMBER 3720071200K, EFFECTIVE ON 7/19/2022.

I, TOMMY W. WRIGHT, CERTIFY THAT THE CONTROL FOR THIS SURVEY IS FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY

1. CLASS OF SURVEY: CLASS A
2. POSITIONAL ACCURACY: 0.05'
3. TYPE OF GPS FIELD PROCEDURE: STATIC
4. DATES OF SURVEY: 2022-07-29 THROUGH 2023-08-23
5. DATUM EPOCH: NAD83(2011)/EPOCH (2010)
6. PUBLISHED/FIXED-CONTROL USE: DG4687 NCRD RALEIGH DOT CORS ARP (LAT/LONG: N354549.507, W0783444.394), AM7024 SNFD SANFORD CORS ARP (LAT/LONG: N352824.677, W0790928.984), DL3891 NCJL JORDAN LAKE CORS ARP (LAT/LONG: N354652.496, W0790203.927), DR4334 NCCL NCCL LILLINGTON CORS ARP (LAT/LONG: N352512.551 W0784840.342), DG9328 DURH DURHAM COOP CORS ARP (LAT/LONG: N355946.129 W0785358.036)
7. GEOID MODEL: 2018
8. MEAN COMBINED GRID FACTOR: 0.99989882 (GROUND TO GRID)
9. UNITS: US SURVEY FEET

HORIZONTAL POSITIONS ARE REFERENCED TO NAD83/NSRS (2011)

SEAGROVES FAMILY, LLC.
PIN # 0712834236
D.B. 14213, PG. 2028

PETITION FOR VOLUNTARY ANNEXATION Town of Apex, North Carolina



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

ANNEXATION FEE: \$200.00

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

HARD COPY SUBMITTAL REQUIREMENTS:

- Town of Apex Petition for Annexation with original wet ink signatures. No photocopies or scanned images.
- Petition Fee

ELECTRONIC SUBMITTAL REQUIREMENTS: [GeoCIVIX \(IDT Plans\)](#)

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

REVIEW AND APPROVAL PROCESS:

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

FOR WELL AND/OR SEPTIC FAILURES:

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

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

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

PETITION FOR VOLUNTARY ANNEXATION

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

Application #: 785
Fee Paid \$ 200.00

Submittal Date: 5-1-2024
Check # 5828

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

Signature Hwy 64, LLC	0712749870 & 0712842430
Owner Name (Please Print)	Property PIN or Deed Book & Page #
336.294.9199	development@signaturepropertygroup.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: Fleming Engineering, Inc.
Phone: 336.544.6439 Fax: _____
E-mail Address: dstreba@feiconsulting.com

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	<u>35.15</u>	Need water service due to well failure	<input type="checkbox"/>
Population of acreage to be annexed:	_____	Need sewer service due to septic system failure	<input type="checkbox"/>
Existing # of housing units:	_____	Water service (new construction)	<input checked="" type="checkbox"/>
Proposed # of housing units:	<u>392</u>	Sewer service (new construction)	<input checked="" type="checkbox"/>
Zoning District*:	<u>PUD-CZ</u>	Receive Town Services	<input checked="" type="checkbox"/>

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: 785

Submittal Date: 5-1-2024

COMPLETE IF SIGNED BY INDIVIDUALS:

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

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

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

COMPLETE IF A CORPORATION:

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

Corporate Name _____

SEAL

By: _____
President (Signature)

Attest:

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: 785

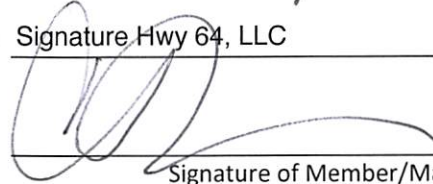
Submittal Date: 5-1-2024

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, Signature Hwy 64, 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 29 day of April, 2024.

Name of Limited Liability Company Signature Hwy 64, LLC

By:

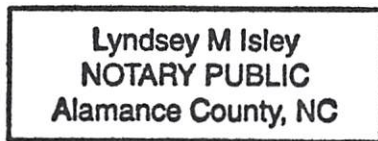


Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Lyndsey M. Isley, a Notary Public for the above State and County, this the 29th day of April, 2024.

SEAL



Lyndsey M. Isley
Notary Public

My Commission Expires: 11/16/28

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____.

SEAL

Notary Public

My Commission Expires: _____

VOLUNTARY ANNEXATION-PLAT CHECKLIST

FOR APPLICANT USE ONLY

PLEASE DO NOT INCLUDE THIS CHECKLIST WITH YOUR APPLICATION SUBMITTAL

COMMON ACRONYMS/DEFINITIONS

GeoCivix (IDT)	Electronic Plan Review	UDO	Town's Unified Development Ordinance
TOA	Town of Apex	NCDEQ	North Carolina Dept. of Environmental Quality
RCA	Resource Conservation Area	DDM	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 or 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	The following certification must be placed on the map near a border to allow the map to be sealed: Annexation # _____ I, Allen Coleman, CMC, NCCCC, Town Clerk, Apex, North Carolina certify this a true and exact map of annexation adopted the _____ day of _____, 20____, by the Town Council. I set my hand and seal of the Town of Apex, _____. Day/Month/Year _____ Allen Coleman, CMC, NCCCC, Town Clerk -Seal-
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.

FA Develop LLC
530 Eugene Court
Greensboro, NC 27401
(336) 294-9199

Truist
3318 W Friendly Avenue
Greensboro, NC 27410

5828

DATE 04/29/2024

Pay:*****Two hundred dollars and no cents

\$ ****200.00

TO Town of Apex
THE PO Box 250
ORDER Apex, NC 27502
OF

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE -- RED IMAGE DISAPPEARS WITH HEAT.

⑈000005828⑈ ⑆053101121⑆1340005001608⑈

FA Develop LLC

TOWAPE

Town of Apex

DATE	INVOICE NO	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE
4-29-24	04.29.24 A	E64 Annexation Petition	200.00	.00	200.00
CHECK DATE	4-29-24	CHECK NUMBER	5828	TOTAL >	200.00
				.00	200.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

FA Develop LLC

TOWAPE

Town of Apex

DATE	INVOICE NO	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE
4-29-24	04.29.24 A	E64 Annexation Petition	200.00	.00	200.00
CHECK DATE	4-29-24	CHECK NUMBER	5828	TOTAL >	200.00
				.00	200.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 13, 2024

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of a Public Hearing for August 27, 2024, on the Question of Annexation - Apex Town Council's intent to annex 21.56 acres, known as Chapel Ridge North, Annexation No. 787, into the Town Corporate limits.

Approval Recommended?

Yes

Item Details

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

Attachments

- CN4-A1: Resolution Directing the Town Clerk to Investigate Petition
 - Certificate of Sufficiency by the Town Clerk
 - Resolution Setting Date of Public Hearing
- CN4-A2: Legal Description - Annexation No. 787
- CN4-A3: Aerial Map - Annexation No. 787
- CN4-A4: Plat Map - Annexation No. 787
- CN4-A5: Annexation Petition - Annexation No. 787





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

Annexation Petition No. 787
Chapel Ridge North – 21.56 acres

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

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

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

This the 13th day of August, 2024.

Jacques K. Gilbert
Mayor

ATTEST:

Allen L. Coleman, CMC, NCCCC
Town Clerk



CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition No. 787
Chapel Ridge North – 21.56 acres

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Apex, North Carolina this 13th day of August, 2024.

Allen L. Coleman, CMC, NCCCC
Town Clerk

(Seal)



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

Annexation Petition No. 787
Chapel Ridge North – 21.56 acres

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Apex Town Hall at 6 o'clock p.m. on the 27th day of August, 2024.

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

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

This the 13th day of August, 2024.

Jacques K. Gilbert, Mayor

ATTEST:

Allen L. Coleman, Town Clerk

Attachment: Legal Description

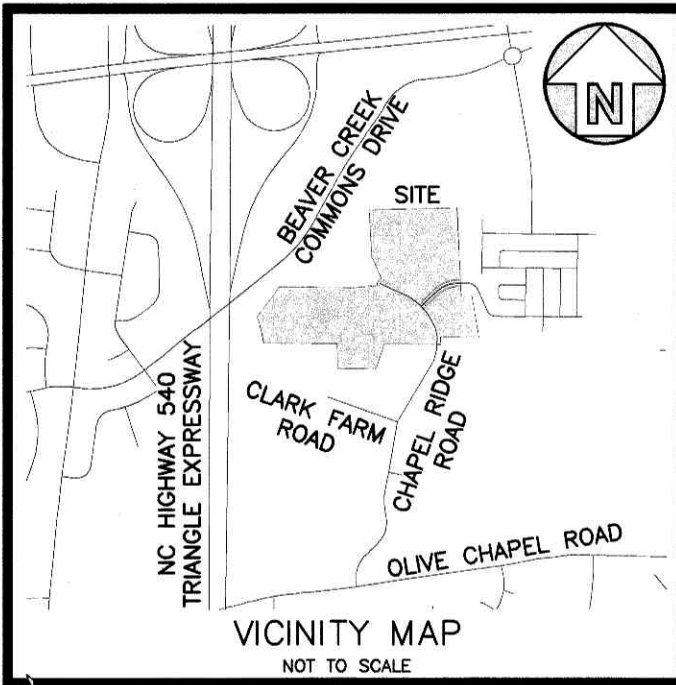
ANNEXATION

BEING ALL OF LOTS 1, 2, 5, 6, AND 7, A PORTION OF LOT 3, AND THE RIGHT OF WAY OF CHAPEL RIDGE ROAD AS SHOWN ON BOOK OF MAPS 1987, PAGE 556, ALL OF LOT 8 AS SHOWN ON BOOK OF MAPS 1987, PAGE 1272, AND A PORTION OF LOT 10 AS SHOWN ON BOOK OF MAPS 1986, PAGE 1627 OF THE WAKE COUNTY REGISTRY. MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT AN IRON PIPE ON THE WESTERN RIGHT OF WAY OF CHAPEL RIDGE ROAD, THE SOUTHEAST CORNER OF LOT 1 AS SHOWN ON BOOK OF MAPS 1987, PAGE 556 OF THE WAKE COUNTY REGISTRY, SAID PIPE HAVING NC GRID NAD83(2011) COORDINATES N:724,813.90, E:2,033,551.88, THE POINT OF BEGINNING; THENCE WITH THE SOUTHERN LINE OF LOT 1 NORTH 89°32'38" WEST A DISTANCE OF 345.06 FEET TO AN IRON PIPE, THE NORTHEAST CORNER OF LOT 10, AS SHOWN ON BOOK OF MAPS 1986, PAGE 1627; THENCE WITH THE EAST LINE OF LOT 10 SOUTH 18°59'38" WEST A DISTANCE OF 180.15 FEET TO AN IRON PIPE, THE COMMON CORNER OF LOTS 11 AND 12 AS SHOWN ON BOOK OF MAPS 1986, PAGE 1627; THENCE SOUTH 88°59'10" WEST A DISTANCE OF 266.42 FEET TO A POINT ON THE WESTERN LINE OF SAID LOT 10; THENCE WITH SAID LINE NORTH 01°00'50" WEST A DISTANCE OF 177.65 FEET TO AN IRON PIPE, THE NORTHWEST CORNER OF LOT 10 ON THE SOUTHERN LINE OF LOT 2 AS SHOWN ON BOOK OF MAPS 1987, PAGE 556; THENCE WITH SAID LINE NORTH 89°33'10" WEST A DISTANCE OF 78.77 FEET TO AN IRON PIPE, THE SOUTHEAST CORNER OF LOT 3 AS SHOWN ON BOOK OF MAPS 1987, PAGE 556; THENCE WITH THE SOUTHERN LINE OF SAID LOT NORTH 89°32'47" WEST A DISTANCE OF 435.45 FEET TO AN IRON PIPE ON THE EASTERN RIGHT OF WAY OF NC HIGHWAY 540; THENCE WITH SAID RIGHT OF WAY NORTH 12°30'06" WEST A DISTANCE OF 163.69 FEET TO AN IRON PIPE; THENCE NORTH 27°30'03" WEST A DISTANCE OF 31.60 FEET TO AN IRON PIPE ON THE WESTERN LINE OF SAID LOT 3; THENCE WITH SAID LINE NORTH 36°50'22" EAST A DISTANCE OF 21.14 FEET TO AN IRON PIPE; THENCE NORTH 38°51'36" EAST A DISTANCE OF 40.28 FEET TO AN IRON PIPE; THENCE NORTH 38°00'37" EAST A DISTANCE OF 83.84 FEET TO AN IRON PIPE; THENCE NORTH 38°19'59" EAST A DISTANCE OF 53.41 FEET TO AN IRON PIPE; THENCE NORTH 34°12'14" EAST A DISTANCE OF 64.39 FEET TO AN IRON PIPE ON THE SOUTHERN LINE OF LOT 4 AS SHOWN ON BOOK OF MAPS 1987, PAGE 556; THENCE WITH SAID LINE SOUTH 89°18'34" EAST A DISTANCE OF 516.36 FEET TO AN IRON PIPE; THENCE NORTH 84°43'51" EAST A DISTANCE OF 165.05 FEET TO AN IRON PIPE ON THE CUL-DE-SAC OF CHAPEL RIDGE ROAD, THE SOUTHEASTERN CORNER OF SAID LOT 4; THENCE WITH SAID RIGHT OF WAY, A CURVE TO THE RIGHT, A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 62.76 FEET, A CHORD BEARING OF NORTH 30°41'41" EAST, A CHORD LENGTH OF 58.72 FEET TO AN IRON PIPE, THE SOUTHWEST CORNER OF LOT 5, AS SHOWN ON BOOK OF MAPS 1987, PAGE 556; THENCE WITH THE WESTERN LINE OF LOT 5 NORTH 23°21'49" WEST A DISTANCE OF 162.27 FEET TO AN IRON PIPE; THENCE NORTH 03°08'58" WEST A DISTANCE OF 329.33 FEET TO AN IRON PIPE, THE NORTH LINE OF LOT 5; THENCE NORTH 88°45'08" EAST A DISTANCE OF 436.20 FEET TO AN IRON PIPE ON THE NORTH LINE OF LOT 6, AS SHOWN ON BOOK OF MAPS 1987, PAGE 556; THENCE WITH THE LINE OF LOT 6 NORTH 88°42'10" EAST A DISTANCE OF 177.95 FEET TO AN IRON PIPE, THE NORTHEAST CORNER OF LOT 6; THENCE WITH THE LINE OF LOT 6 AND 7 SOUTH 02°41'18" EAST A DISTANCE OF 502.57 FEET TO AN IRON PIPE ON THE NORTHERN RIGHT OF WAY OF ACKERMAN HILL DRIVE; THENCE WITH SAID RIGHT OF WAY SOUTH 87°15'57" WEST A DISTANCE OF 28.56 FEET TO AN IRON PIPE; THENCE A CURVE TO THE LEFT, A RADIUS OF 244.04 FEET, AN ARC LENGTH OF 178.84 FEET, A CHORD BEARING OF SOUTH 66°29'09" WEST, A CHORD LENGTH OF 174.86 FEET TO AN IRON PIPE; THENCE SOUTH 45°10'55" WEST A DISTANCE OF 115.22 FEET TO AN IRON PIPE ON THE EASTERN RIGHT OF WAY OF CHAPEL RIDGE ROAD; THENCE A CURVE TO THE RIGHT A

RADIUS OF 405.00 FEET, AN ARC LENGTH OF 45.37 FEET, A CHORD BEARING OF SOUTH 44°36'20" EAST, A CHORD LENGTH OF 45.34 FEET TO AN IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF ACKERMAN HILL DRIVE; THENCE WITH SAID RIGHT OF WAY NORTH 45°10'55" EAST A DISTANCE OF 115.22 FEET TO AN IRON PIPE; THENCE A CURVE TO THE RIGHT, A RADIUS OF 199.04 FEET, AN ARC LENGTH OF 145.84 FEET, A CHORD BEARING OF NORTH 66°19'50" EAST, A CHORD LENGTH OF 142.60 FEET TO AN IRON PIPE; THENCE NORTH 87°15'57" EAST A DISTANCE OF 28.56 FEET TO AN IRON PIPE, THE NORTHERNMOST CORNER OF LOT 8, AS SHOWN ON BOOK OF MAPS 1987, PAGE 1272; THENCE WITH THE EASTERN LINE OF LOT 8 SOUTH 02°41'18" EAST A DISTANCE OF 67.48 FEET TO AN IRON PIPE; THENCE SOUTH 89°20'41" EAST A DISTANCE OF 74.94 FEET TO AN IRON PIPE; THENCE SOUTH 09°36'18" EAST A DISTANCE OF 299.04 FEET TO AN IRON PIPE; THENCE NORTH 89°32'41" WEST A DISTANCE OF 270.13 FEET TO AN IRON PIPE ON THE EASTERN RIGHT OF WAY OF CHAPEL RIDGE ROAD; THENCE WITH SAID RIGHT OF WAY, A CURVE TO THE RIGHT, A RADIUS OF 405.00 FEET, AN ARC LENGTH OF 50.19 FEET, A CHORD BEARING OF SOUTH 03°10'24" EAST, A CHORD LENGTH OF 50.16 FEET TO AN IRON PIPE; THENCE NORTH 89°32'38" WEST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; CONTAINING 939,040 SQUARE FEET OR 21.56 ACRES.



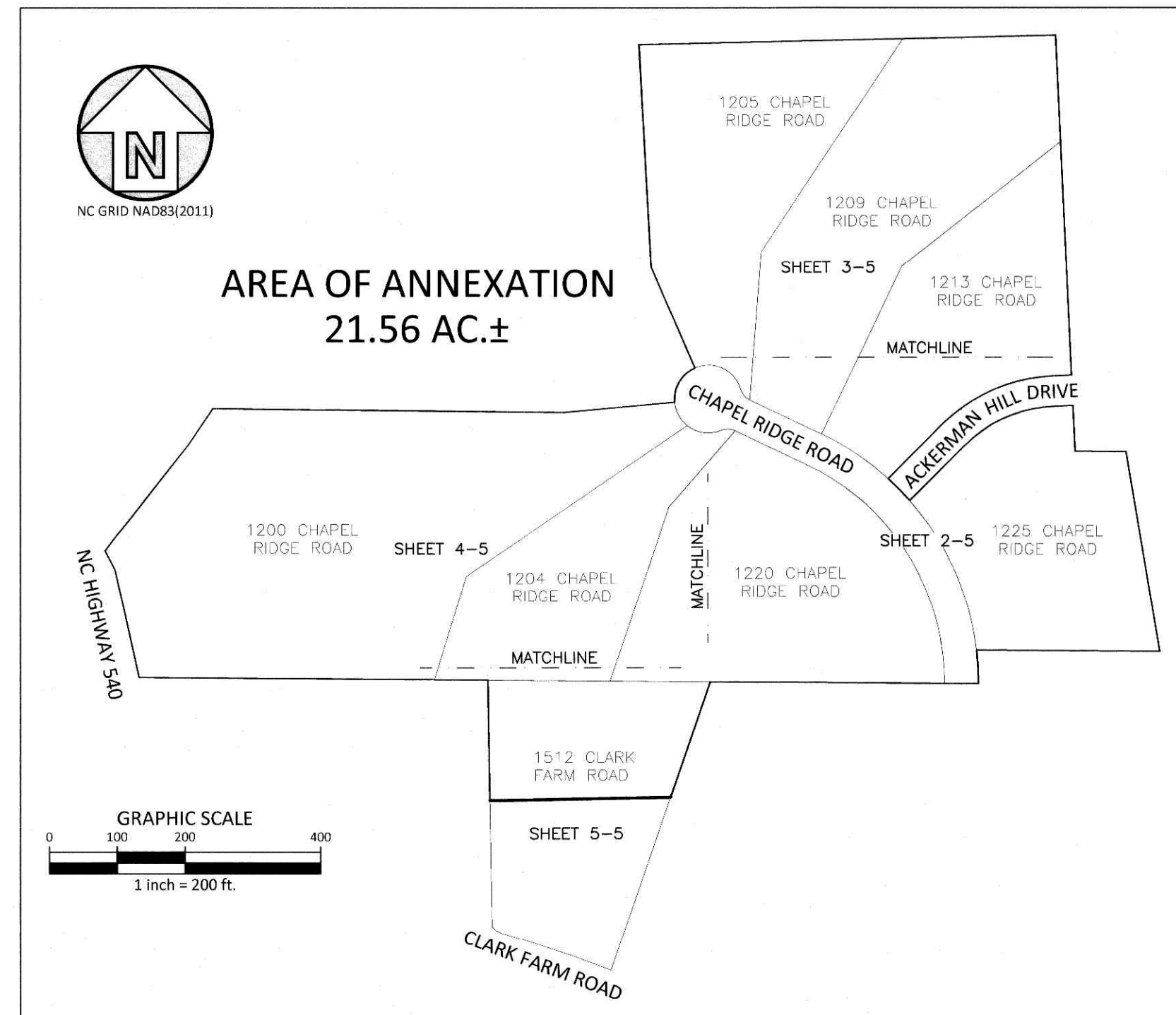


ANNEXATION # _____

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



GENERAL NOTES

1. THIS IS AN ANNEXATION MAP.
2. BEARINGS FOR THIS SURVEY ARE BASED ON NC GRID NAD 83(2011).
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
4. ZONING: PUD-CZ PER WAKE COUNTY GIS
5. AREA BY COORDINATE GEOMETRY.
6. FLOOD NOTE: THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONE "X" AS DEFINED BY F.E.M.A. F.I.R.M COMMUNITY PANEL 3720073200K DATED 7/19/2022.
7. REFERENCES: AS SHOWN

I, JAY B. TAYLOR, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM REFERENCED RECORDS; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM REFERENCED RECORDS; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 52.240±; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600).

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE: G.S. 47-30 (F)(11)(C)(1). THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

I, JAY B. TAYLOR, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

- (1) CLASS OF SURVEY: A
- (2) POSITIONAL ACCURACY: HORIZONTAL 0.021' VERTICAL 0.088'
- (3) TYPE OF GPS FIELD PROCEDURE: NETWORK RTK
- (4) DATES OF SURVEY: 02/17/2022
- (5) DATUM/EPOCH: NAD83(2011)
- (6) PUBLISHED/FIXED-CONTROL USE: NETWORK RTK
- (7) GEOID MODEL: 18
- (8) COMBINED GRID FACTOR(S): 0.99989850
- (9) UNITS: U.S. FEET

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL.

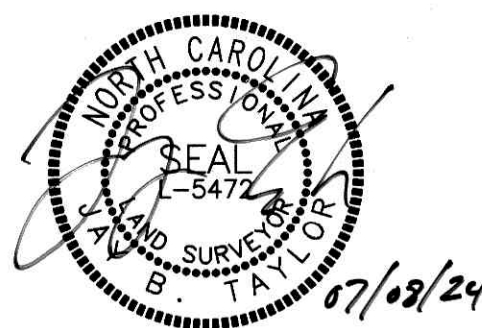
JAY B. TAYLOR, PROFESSIONAL LAND SURVEYOR L-5472 DATE 07/08/24

McADAMS
The John R. McAdams Company, Inc.
2905 Meridian Parkway
Durham, NC 27713
phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

TRAMELL CROW COMPANY
1055 THOMAS JEFFERSON ST, NW
SUITE 600
WASHINGTON, DC 20007

CHAPEL RIDGE APARTMENTS
ANNEXATION MAP FOR THE TOWN OF APEX
CHAPEL RIDGE ROAD
WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA



REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO. TCR/2021110513
FILENAME 2021110513-A1
CHECKED BY JBT
DRAWN BY DJM
SCALE 1"=200'
DATE 04.18.2024

SHEET

ANNEXATION MAP
SHEET NUMBER

1-5



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

phone 919. 361. 5000
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CHAPEL RIDGE APARTMENTS ANNEXATION MAP FOR THE TOWN OF APEX CHAPEL RIDGE ROAD WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA



REVISIONS

NO. DATE

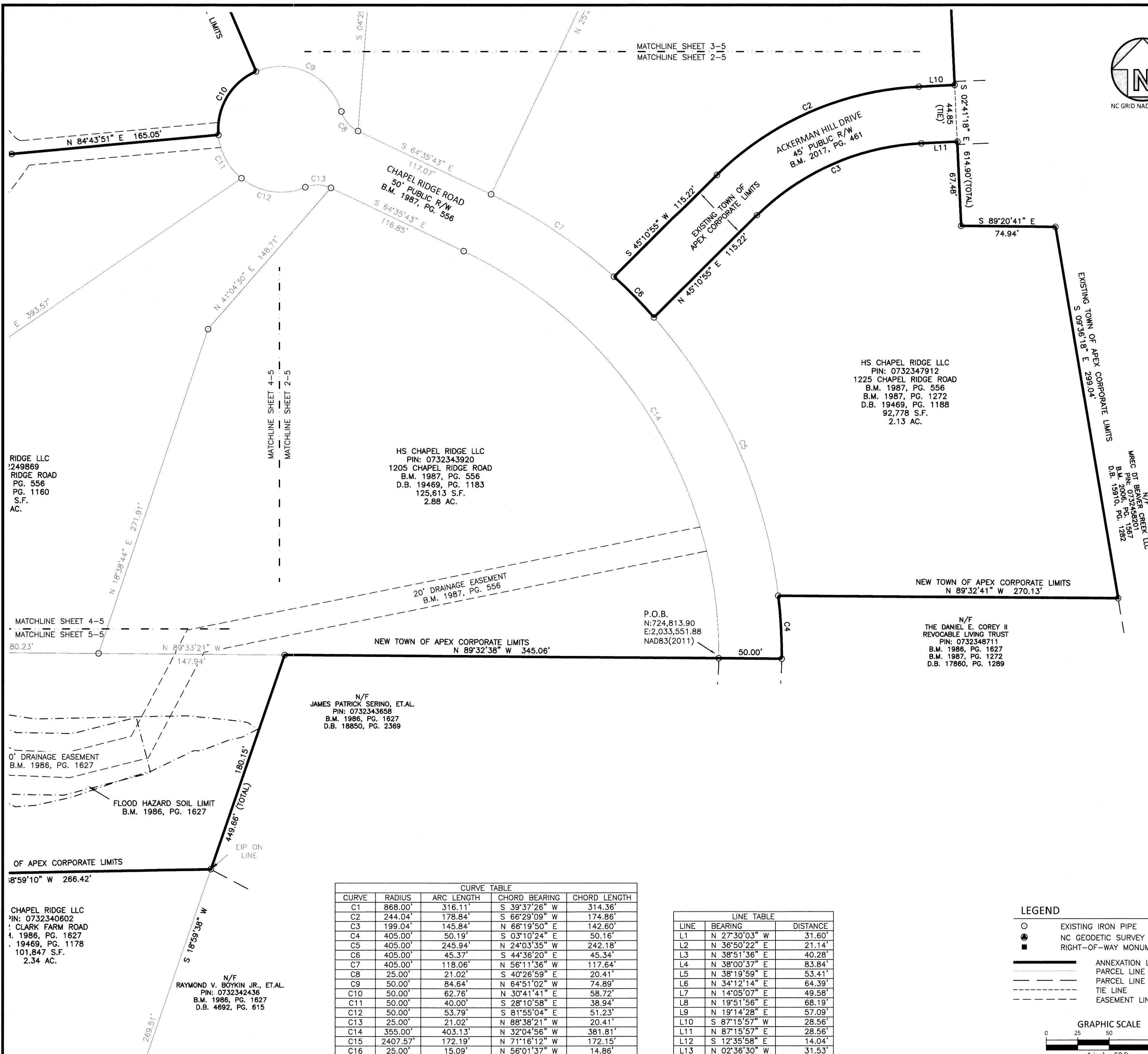
PLAN INFORMATION

PROJECT NO. TCR/2021110513
FILENAME 2021110513-A1
CHECKED BY JBT
DRAWN BY DJM
SCALE 1"=50'
DATE 04.18.2024

SHEET

ANNEXATION MAP SHEET NUMBER

2-5

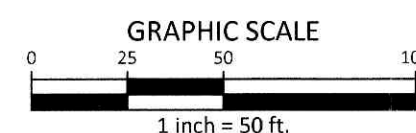


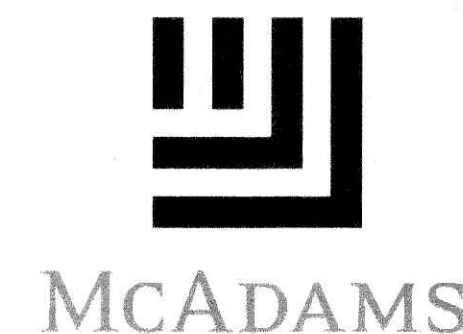
CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	868.00'	316.11'	S 39°37'26" W	314.36'
C2	244.04'	178.84'	S 66°29'09" W	174.86'
C3	199.04'	145.84'	N 66°19'50" E	142.60'
C4	405.00'	50.19'	S 03°10'24" E	50.16'
C5	405.00'	245.94'	N 24°03'35" W	242.18'
C6	405.00'	45.37'	S 44°36'20" E	45.34'
C7	405.00'	118.06'	N 56°11'36" W	117.64'
C8	25.00'	21.02'	S 40°26'59" E	20.41'
C9	50.00'	84.64'	N 64°51'02" W	74.89'
C10	50.00'	62.76'	N 30°41'41" E	58.72'
C11	50.00'	40.00'	S 28°10'58" E	38.94'
C12	50.00'	53.79'	S 81°55'04" E	51.23'
C13	25.00'	21.02'	N 88°38'21" W	20.41'
C14	355.00'	403.13'	N 32°04'56" W	381.81'
C15	2407.57'	172.19'	N 71°16'12" W	172.15'
C16	25.00'	15.09'	N 56°01'37" W	14.86'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 27°30'03" W	31.60'
L2	N 36°50'22" E	21.14'
L3	N 38°51'36" E	40.28'
L4	N 38°00'37" E	83.84'
L5	N 38°19'59" E	53.41'
L6	N 34°12'14" E	64.39'
L7	N 14°05'07" E	49.58'
L8	N 19°51'56" E	68.19'
L9	N 19°14'28" E	57.09'
L10	S 87°15'57" W	28.56'
L11	N 87°15'57" E	28.56'
L12	S 12°35'58" E	14.04'
L13	N 02°36'30" W	31.53'

LEGEND

- EXISTING IRON PIPE
- NC GEODETIC SURVEY MON.
- RIGHT-OF-WAY MONUMENT
- ANNEXATION LINE
- PARCEL LINE SURVEYED
- PARCEL LINE NOT SURVEYED
- TIE LINE
- EASEMENT LINE





www.mcadamsco.com

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WASHINGTON, DC 20007

CHAPEL RIDGE APARTMENTS
ANNEXATION MAP FOR THE TOWN OF APEX
CHAPEL RIDGE ROAD
WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

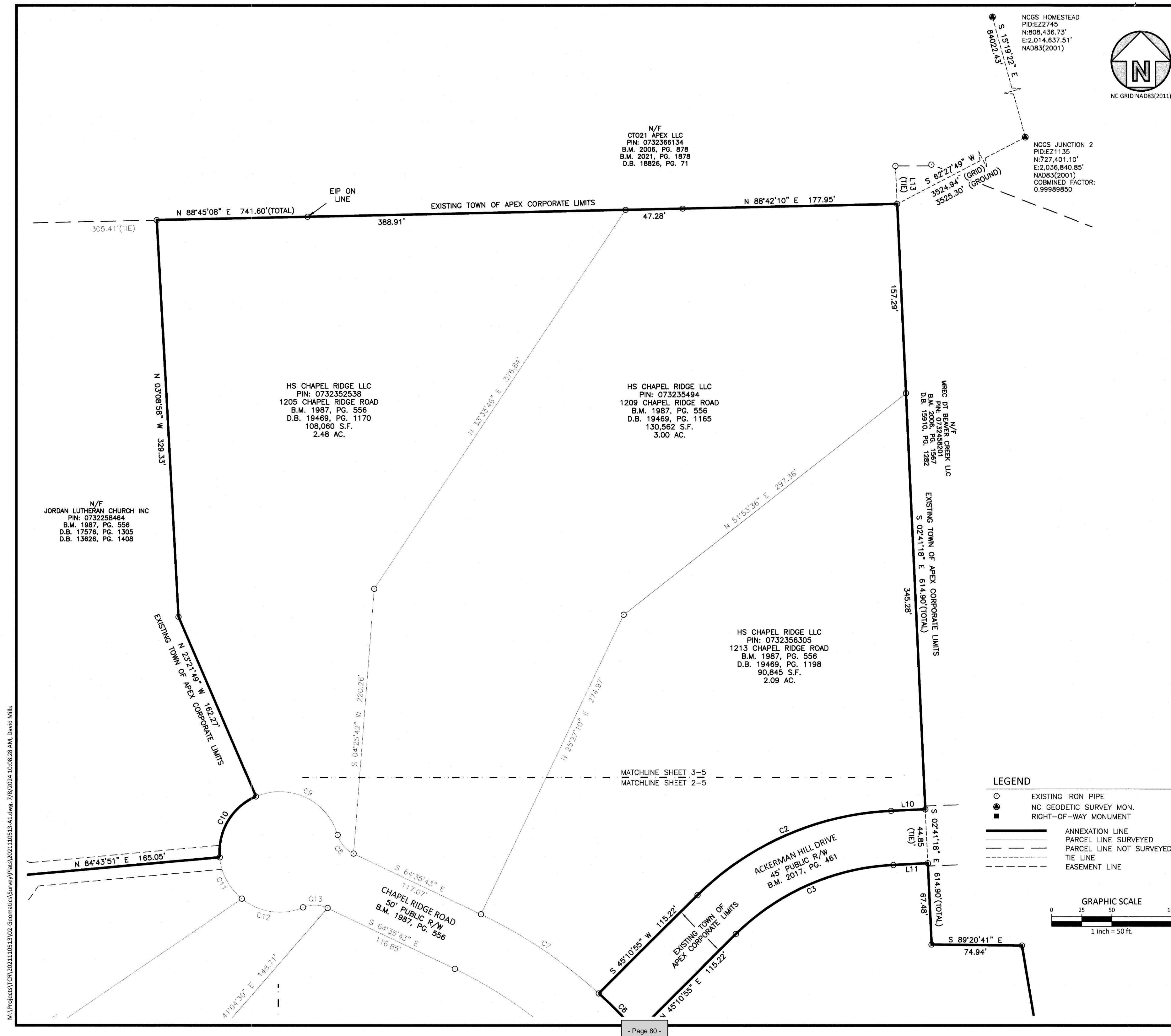


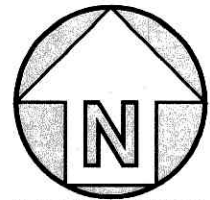
NO.	DATE
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PROJECT NO.	TCR/2021110513
FILENAME	2021110513-A1
CHECKED BY	JBT
DRAWN BY	DJM
SCALE	1"=50'
DATE	04.18.2024

**ANNEXATION MAP
SHEET NUMBER**

3-5





NC GRID NAD83(2011)

N/F
SHEE GOPALPRABHU LLC
PIN: 0732266081
D.B. 18530, PG. 244

N/F
JORDAN LUTHERAN CHURCH INC
PIN: 0732258464
B.M. 1987, PG. 556
D.B. 17576, PG. 1305

HS CHAPEL RIDGE LLC
PIN: 0732256180
1200 CHAPEL RIDGE ROAD
B.M. 1987, PG. 556
D.B.15527, PG. 772
D.B. 19469, PG. 1173
229,128 S.F.
5.26 AC.

HS CHAPEL RIDGE LLC
PIN: 0732249869
1204 CHAPEL RIDGE ROAD
B.M. 1987, PG. 556
D.B. 19469, PG. 1160
74,680 S.F.
1.71 AC.

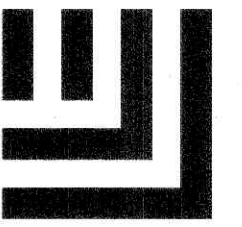
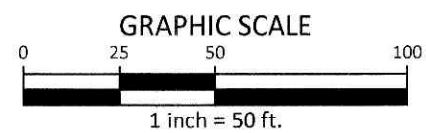
N/F
FRANK A BRIA III, ET.AL
PIN: 0732246637
B.M. 1986, PG. 1627
D.B. 7300, PG. 65

HS CHAPEL RIDGE LLC
PIN: 0732340602
1512 CLARK FARM ROAD
B.M. 1986, PG. 1627
D.B. 19469, PG. 1178
101,847 S.F.
2.34 AC.

N/F
RAYMOND V. BOYKIN JR., ET.AL
PIN: 0732342436
B.M. 1986, PG. 1627
D.B. 4692, PG. 615

LEGEND

- EXISTING IRON PIPE
- NC GEODETIC SURVEY MON.
- RIGHT-OF-WAY MONUMENT
- ANNEXATION LINE
- - - PARCEL LINE SURVEYED
- - - PARCEL LINE NOT SURVEYED
- - - TIE LINE
- - - EASEMENT LINE



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CHAPEL RIDGE APARTMENTS
ANNEXATION MAP FOR THE TOWN OF APEX
CHAPEL RIDGE ROAD
WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA



REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO. TCR/2021110513
FILENAME 2021110513-A1
CHECKED BY JBT
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DATE 04.18.2024

SHEET

ANNEXATION MAP
SHEET NUMBER

4-5

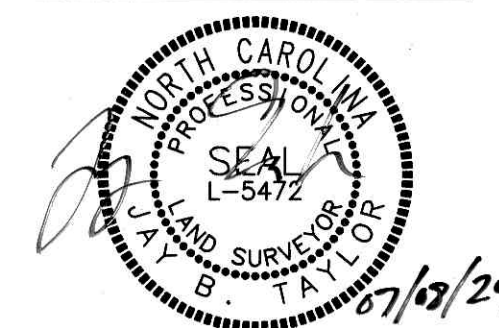


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**CHAPEL RIDGE APARTMENTS
ANNEXATION MAP FOR THE TOWN OF APEX
CHAPEL RIDGE ROAD**
WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA



REVISIONS

NO. DATE

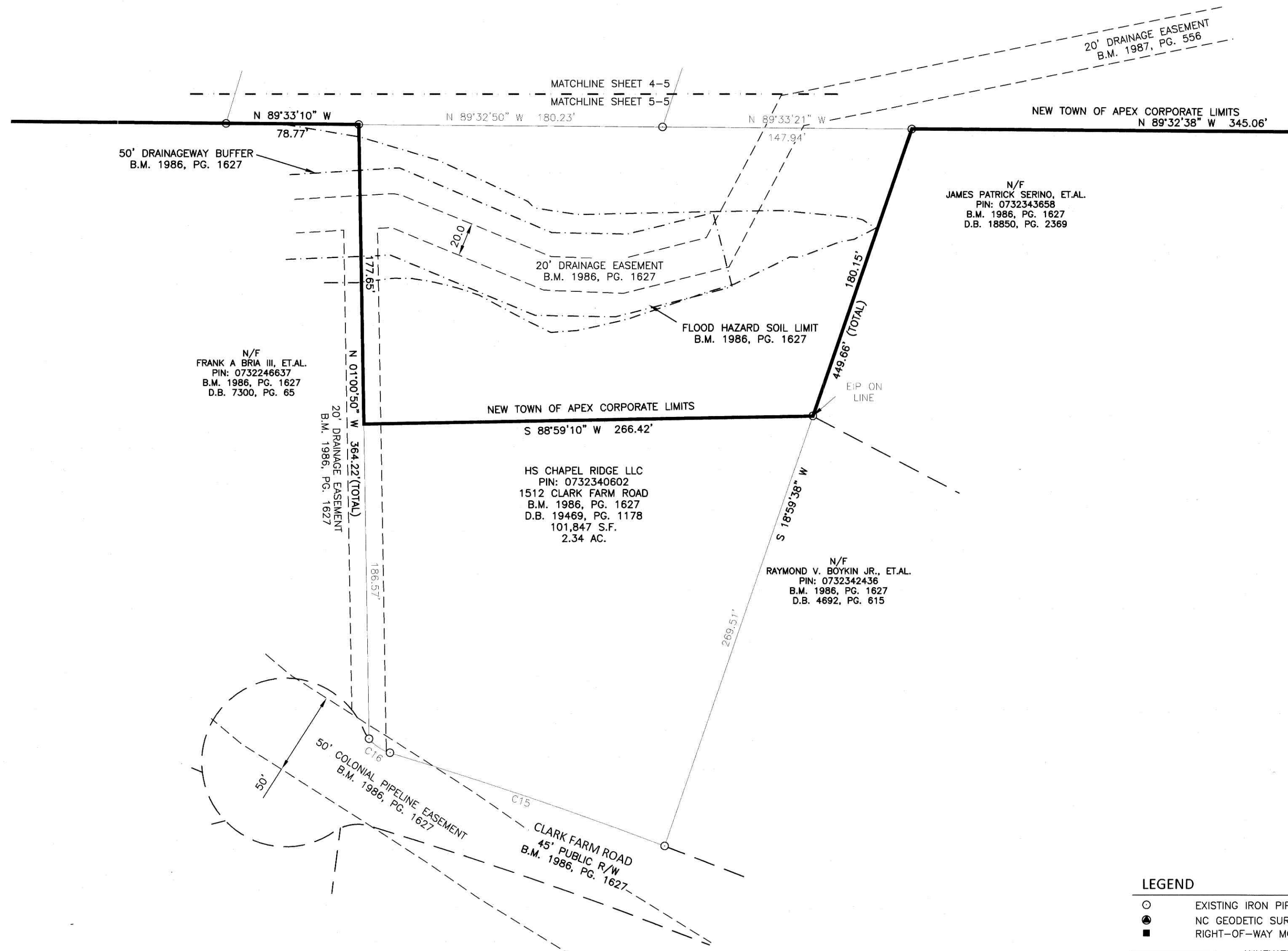
PLAN INFORMATION

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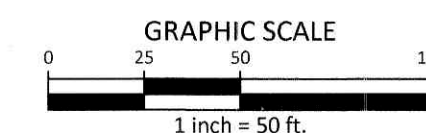
**ANNEXATION MAP
SHEET NUMBER**

5-5



LEGEND

- EXISTING IRON PIPE
- NC GEODETIC SURVEY MON.
- RIGHT-OF-WAY MONUMENT
- ANNEXATION LINE
- PARCEL LINE SURVEYED
- PARCEL LINE NOT SURVEYED
- TIE LINE
- EASEMENT LINE



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 #: 787

Submittal Date: 6-3-2024

Fee Paid: \$ 200.00

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

HS Chapel Ridge, LLC

0732352538, 0732354594, 0732356305, 0732347912

Owner Name (Please Print)

Property PIN or Deed Book & Page #

Phone

E-mail Address

HS Chapel Ridge, LLC

0732343920, 0732249869, 0732340602, 0732256180

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: Jay Taylor, McAdams

Phone: 410-703-8918

Fax: N/A

E-mail Address: jtaylor@mcadamsco.com

ANNEXATION SUMMARY CHART

Property Information

Total Acreage to be annexed: 21.56

Population of acreage to be annexed: _____

Existing # of housing units: 7

Proposed # of housing units: 370

Zoning District*: PUD-CZ

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

Need water service due to well failure ☐

Need sewer service due to septic system failure ☐

Water service (new construction) ☒

Sewer service (new construction) ☒

Receive Town Services ☒

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: 787

Submittal Date: 6-3-2024

COMPLETE IF SIGNED BY INDIVIDUALS:

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

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

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

COMPLETE IF A CORPORATION:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this the _____ 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 #: 787

Submittal Date: 6-3-2024

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, HS Chapel Ridge, LLC a limited liability company, caused this instrument to be executed in its name by a Vice President pursuant to authority duly given, this the 8th day of May, 2024.

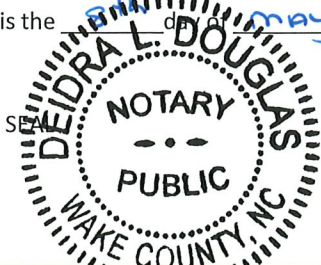
HS Chapel Ridge, LLC

By: 

Signature of Vice President

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Deidra L. Douglas, a Notary Public for the above State and County, this the 8th day of May, 2024.



Deidra L. Douglas
Notary Public

My Commission Expires: December 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: _____

VOLUNTARY ANNEXATION-PLAT CHECKLIST

FOR APPLICANT USE ONLY

PLEASE DO NOT INCLUDE THIS CHECKLIST WITH YOUR APPLICATION SUBMITTAL

COMMON ACRONYMS/DEFINITIONS			
GeoCivix (IDT)	Electronic Plan Review	UDO	Town's Unified Development Ordinance
TOA	Town of Apex	NCDEQ	North Carolina Dept. of Environmental Quality
RCA	Resource Conservation Area	DDM	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 or 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;">_____ 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: CONSENT AGENDA

Meeting Date: August 13, 2024

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

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

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

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

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

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

Approval Recommended?

Mayor Jacques K. Gilbert recommends the above appointment considerations to the Parks, Recreation, and Cultural Resources (PRCR) Advisory Board.

Item Details

The Town Clerk's Office received a total of twelve (12) applications for appointment consideration to the Parks, Recreation, and Cultural Resources (PRCR) Advisory Board. Of the twelve (12) applications received, ten (10) of them were from new applicants. Three (3) positions/terms on the Parks, Recreation, and Cultural Resources (PRCR) Advisory Board were set to expire on June 30, 2024. Listed below, in alphabetical order, are the applicants and their respective applications are attached and they are:

- Esterrich, Lisa (*seeking reappointment*)
- Kanters, Michael (*seeking reappointment*)
- Bucko, Anges
- Gao, Jian
- Gaonkar, Deepak
- Hoffman, Bradford

- Keane, Thomas
- Lyon, Gregory
- Montoya, Lisa
- Ognibene, Isabella
- Ogochukw, Frank-Ito
- Robinson, Elizabeth

On Wednesday, June 26, 2024, the Parks, Recreation, and Cultural Resources (PRCR) Advisory Board members discussed all applicants and unanimously (7-0 with Matt Carusona and Lisa Esterrich absent) voted to recommend the reappointment of both Matt Carusona and Lisa Esterrich.

NOTE: PRCR Advisory Commission does not have a term limit cap and is the only Advisory Board of Apex that does not have a term limit cap.

The Board unanimously (7-0 with Matt Carusona and Lisa Esterrich absent) voted to recommend the following candidates be considered: Agnes Bucko, Elizabeth Robinson, and Thomas Keane.

The current PRCR Advisory Board members were reminded that this vote was a recommendation to the Mayor and the Town Council continues to hold the final appointing authority.

The public is invited to re-watch the Parks, Recreation, and Cultural Resources Advisory Board meeting from June 26, 2024, on the Town's Youtube Channel via the following link:

<https://www.youtube.com/c/TownofApexGov>. The nomination process begins at 22 minutes and 6 seconds.

Attachments

- CN5-A1: Applicants at a Glance - Appointment(s) - Parks, Recreation, and Cultural Resources (PRCR)
 - Applicants Eligible for Reappointment
 - Esterrich, Lisa
 - Kanters, Michael
 - Applicants Eligible for Appointment
 - Bucko, Anges
 - Gao, Jian
 - Gaonkar, Deepak
 - Hoffman, Bradford
 - Keane, Thomas
 - Lyon, Gregory
 - Montoya, Lisa
 - Ognibene, Isabella
 - Ogochukw, Frank-Ito
 - Robinson, Elizabeth





"The Peak of Good Living"

OFFICE OF THE TOWN CLERK

TOWN OF APEX NORTH CAROLINA

Parks, Recreation, and Cultural Resources Advisory Commission

(B) Membership:

1. Number. The commission shall consist of nine members all of whom shall be appointed at large by the town council. Membership shall be restricted to residents and citizens of the town except that no more than one nonresident may serve if the town council so chooses. One member shall be appointed as a senior citizens representative and shall be 1) active in seniors programs offered by the town and 2) the minimum age which designates senior participation in town sponsored programs. Any non-resident appointed to the commission must reside in the county and within the town's established extra territorial jurisdiction.

2. Appointment/Terms Initially, members of the commission shall be recommended by the mayor and appointed by the town council for terms of one, two, or three years as follows:

- Three members: one-year term
- Three members: two-year terms
- Three members: three-year terms

Members of the commission shall be recommended by the mayor and appointed by the town council. Terms shall end at the conclusion of the June meeting each year. Vacancies shall be filled in the same manner as original appointments, except that such appointments shall be only for the length of the unexpired term.

3. Meetings. The parks and recreation commission shall hold meetings at such times and places as it shall determine and shall adopt bylaws, rules and regulations governing its procedure (*amended 5/27/2020*). The mayor shall recommend and the town council shall select from the membership commissioners to serve as the chair and vice-chair of the commission. Appointment shall be for a term of one year. The director of parks and recreation shall serve as the secretary to the commission and record and distribute minutes of all meetings.



"The Peak of Good Living"

OFFICE OF THE TOWN CLERK

TOWN OF APEX NORTH CAROLINA

PARKS, RECREATION, AND CULTURAL RESOURCES ADVISORY COMMISSION

Requested Action(s):

- A. Recommendations needed on the Parks, Recreation, and Cultural Resources Advisory Board to fill three (3) three-year terms expiring June 30, 2027. The following candidates are eligible for reappointment:

APPLICANTS AT A GLANCE - CURRENT

Position No.	Applicant(s)	Status	Resident Status	Notes
PRCR-006	Esterrich, Lisa	Active Current Member	Corporate Limits	Confirmed and Eligible for Reappointment
PRCR-007	Kanters, Michael	Active Current Member	Corporate Limits	Confirmed and Eligible for Reappointment
PRCR-008	Pfiefer, Renee	Active Current Member	Corporate Limits	Not seeking Reappointment

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



"The Peak of Good Living"

OFFICE OF THE TOWN CLERK

TOWN OF APEX NORTH CAROLINA

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

Applicant(s)	Status	Resident Status	Notes
Bucko, Agnes	NEW	Corporate Limits	Eligible for Appointment
Gao, Jian	NEW	Corporate Limits	Eligible for Appointment
Gaonkar, Deepak	NEW	Corporate Limits	Eligible for Appointment
Hoffman, Bradford	NEW	Corporate Limits	Eligible for Appointment
Keane, Thomas	NEW	Corporate Limits	Eligible for Appointment
Lyon, Gregory	NEW	Corporate Limits	Eligible for Appointment
Montoya, Lisa	NEW	Corporate Limits	Eligible for Appointment
Ognibene, Isabella	NEW	Corporate Limits	Eligible for Appointment
Ogochukw, Frank-Ito	NEW	Corporate Limits	Eligible for Appointment
Robinson, Elizabeth	NEW	Corporate Limits	Eligible for Appointment

APPLICATIONS

ELIGIBLE FOR REAPPOINTMENT

- PRCR-006 Esterrich, Lisa
 - *confirmed and eligible for reappointment*
- PRCR-007 Kanthers, Michael
 - *confirmed and eligible for reappointment*
- PRVR-008 – Pfiefer, Renee
 - *not seeking reappointment*

Entry #: 650 - Parks & Recreation Advisory Commission**Status:** Submitted**Submitted:** 5/28/2024 12:44 PM

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



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

Original Submittal

I'm interested in serving on...

Parks & Recreation Advisory Commission

How did you hear about this opportunity to serve?

currently serve

Candidate Contact Information

Legal Name

Lisa Esterrich

Preferred First Name

Address

1915 MOSTYN LN, APEX, North Carolina 27502-6509

Pronouns

She/Her/Hers

Do you live within the Apex town limits?

Yes

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

No

Email

Mobile Phone

Alternate Phone (work/home)

Background Information

Current Employer

RATIO

Current Job Title

Principal | Raleigh Landscape Architecture Leader

Tell us why you would like to serve?

I am so grateful to have found and be raising my children in such a wonderful community. Both of my children continue to benefit from taking part in various athletic programs our Parks and Rec. group conducts. I feel driven to provide whatever level of service I'm able through my knowledge, talents and experience, that might help impact keeping and advancing the high quality of life for the Apex community.

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

I've been a practicing landscape architect for over 24 years so have a unique perspective relative to community engagement, impacting spaces, creating design vision and implementing construction projects that I feel are valuable to help inform conversations within the commission.

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

Town of Apex Parks, Recreation and Cultural Advisory Commission; Dec. 2018-present

Entry #: 652 - Parks & Recreation Advisory Commission

Status: Submitted

Submitted: 6/3/2024 2:28 PM

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

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

Original Submittal

I'm interested in serving on...

Parks & Recreation Advisory Commission

How did you hear about this opportunity to serve?

I'm a current member of the Parks & Rec Advisory Commission

Candidate Contact Information

Legal Name

Michael Kanters

Preferred First Name

Address

309 W Chatham St, Apex, North Carolina 27502

Pronouns

He/Him/His

Do you live within the Apex town limits?

Yes

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

No

Email

Mobile Phone

Alternate Phone (work/home)

Background Information

Current Employer

NC State University

Current Job Title

Professor

Tell us why you would like to serve?

I have spent my entire career in the Parks and Recreation Field. For 38 years I've been a professor of parks and recreation with the past 28 years at NC State University in their Department of Parks, Recreation & Tourism Management department. I was also the Director of the Indiana Parks & Recreation Association for 3 years, and I currently coordinate three continuing education schools for parks and recreation professionals in partnership with the National Recreation & Parks Association. Parks and Recreation has not only been the focus of my entire career it's my passion. I would be honored to serve another term as member of the Parks, Recreation & Cultural Resources Advisory Commission.

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

Ph.D. from Indiana University with a focus on Parks & Recreation Administration, Professor of Parks, Recreation & Tourism Management (38 yrs), Executive Director of Indiana Parks & Recreation Association (3 yrs), Numerous publications, national & regional presentations, and committee members related to various aspects of parks & recreation services.

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

Apex Parks, Recreation & Cultural Resources Advisory Commission

APPLICATIONS

ELIGIBLE FOR APPOINTMENT

- Bucko, Anges – Corporate Limits
- Gao, Jian – Corporate Limits
- Gaonkar, Deepak – Corporate Limits
- Hoffman, Bradford – Corporate Limits
- Keane, Thomas – Corporate Limits
- Lyon, Gregory – Corporate Limits
- Montoya, Lisa – Corporate Limits
- Ognibene, Isabella – Corporate Limits
- Ogochukw, Frank-Ito – Corporate Limits
- Robinson, Elizabeth – Corporate Limits

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

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

Original Submittal

I'm interested in serving on...

Parks & Recreation Advisory Commission

How did you hear about this opportunity to serve?

Town Website

Candidate Contact Information

Legal Name

Agnes Bucko

Preferred First Name

Address

2305 Lilac Bloom Lane, Apex, North Carolina 27523

Pronouns

She/Her/Hers

Do you live within the Apex town limits?

Yes

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

No

Email

Mobile Phone

Alternate Phone (work/home)

Background Information

Current Employer

Eva Garland Consulting

Current Job Title

Grant Writer, Scientific Consultant

Tell us why you would like to serve?

I moved to the area from Charlotte, NC, where I worked as a postdoctoral researcher in the Walking Research Lab at the University of North Carolina at Charlotte, assisting with an NIH funded research study translating physical activity guidelines for youth by using cadence (steps/min). Prior to joining this team, I completed my PhD in Exercise Science working with Dr. Russ Pate and the Children's Physical Activity Research Group at the University of South Carolina.

With my background in physical activity and public health, I'm eager to apply my expertise to benefit my community as a member of the Parks and Recreation Advisory Commission.

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

PhD Exercise Science, Arnold School of Public Health, University of South Carolina

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

I served as the Director of Graduate Student Outreach for the Maternal and Child Health Student Association at the University of South Carolina from 2020 - 2022

I was a Student Executive Committee Member for the Diversity, Equity, and Inclusion Committee at the University of South Carolina from 2020 - 2021

I was the Director of Research for the Graduate and Professional Student Association at Arizona State University from 2016 - 2017 and a Student Volunteer for the Wellness Committee from 2015 - 2016

Entry #: 586 - Parks & Recreation Advisory Commission**Status:** Reviewed**Submitted:** 10/1/2023 10:35 PM

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

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

Original Submittal

I'm interested in serving on...

Parks & Recreation Advisory Commission

How did you hear about this opportunity to serve?

Town Website

Candidate Contact Information

Legal Name

Jian Gao

Preferred First Name

Jay

Address

2304 Grants Pass Sta, Apex, North Carolina 27502

Pronouns

Do you live within the Apex town limits?

Yes

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

No

Email

Mobile Phone

Alternate Phone (work/home)

Background Information

Current Employer

Mezmo

Current Job Title

Software Engineer in Test

Tell us why you would like to serve?

I would like to represent to growing population and needs of Asian Americans in the area. In the same time, I would love to preserve historic sites to make our history count, and making new history going forward. I believe representation matters. Asian American is the largest minority population in Apex, and growing fast. I believe there is a lot to share.

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

I am a PTA chair for RACL.org local Chinese language school. I also educate and encourage Asian Americans to participate in politics, which is traditionally lacking, but growing. I have a passion in public service and I believe this is a chance for me to serve people in Apex.

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

No.

Entry #: 633 - Parks & Recreation Advisory Commission**Status:** Submitted**Submitted:** 2/8/2024 12:04 PM

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



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

Original Submittal

I'm interested in serving on...

Parks & Recreation Advisory Commission

How did you hear about this opportunity to serve?

Friend / Neighbor

Town Website

Candidate Contact Information

Legal Name

DEEPAK GAONKAR

Preferred First Name

DEEPAK

Address

622 WHITE OAK POND ROAD, Apex, North Carolina 27523

Pronouns

Do you live within the Apex town limits?

Yes

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

No

Email

Mobile Phone

Alternate Phone (work/home)

Background Information

Current Employer

FIDELITY INVESTMENTS

Current Job Title

DIRECTOR -RETAIL WEALTH MANAGEMENT

Tell us why you would like to serve?

I resident and part of 'peak of good living since 2014. Lived very close to our town center. Use to meet with many officials while using the indoor facilities. I had been very thankful to them providing their service making Apex being getting US #1 place to live. And I want to do my part in anyway i can & contribute to our town

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

I have Masters in Computers Science and have post graduate diploma in Business Administration and Business Management. I was part of PricewaterhouseCoopers for 6 years before joining Fidelity Investments around 20 years back. I have led few large scale multi million dollar programs in Financial services sector with spends spread across few years. My day to day work involves product and financial management , people leadership and active client/vendor management/onboarding etc. Along with my job, I am actively involved on community service both with in and out side of my organization. .Our town Apex, peak of good living, is growing very rapidly and I feel we being the residents for many years should get actively involved to keep our 'peak of good living' intact. I would like to be part of the park and recreational team to actively assist either for planning, or for execution of a plan or for any other activities that will uphold our peak of good living values

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

NO.

Entry #: 655 - Parks & Recreation Advisory Commission**Status:** Submitted**Submitted:** 6/5/2024 7:46 AM

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

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

Original Submittal

I'm interested in serving on...

Parks & Recreation Advisory Commission

How did you hear about this opportunity to serve?

Google

Candidate Contact Information

Legal Name

Bradford Hoffman

Preferred First Name

Brad

Address

905 WIMBERLY RD, APEX, North Carolina 27523

Pronouns

He/Him/His

Do you live within the Apex town limits?

Yes

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

Yes

Email

Mobile Phone

Alternate Phone (work/home)

Background Information

Current Employer

Google

Current Job Title

Director, Public Sector & Higher Ed, US Central

Tell us why you would like to serve?

I recently built my dream home on the Tobacco Trail in Apex and I want to become more involved in my community.

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

I am an executive in the public sector space at Google Cloud. I have over 25 years of experience working directly with state local governments to drive various initiatives and projects.

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

I have not.

Entry #: 590 - Parks & Recreation Advisory Commission**Status:** Reviewed**Submitted:** 11/13/2023 1:15 PM

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

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

Original Submittal

I'm interested in serving on...

Parks & Recreation Advisory Commission

How did you hear about this opportunity to serve?

Friend / Neighbor

Candidate Contact Information

Legal Name

Thomas Keane

Preferred First Name

Tom

Address

1283 Horsham Way, Apex, North Carolina 27502

Pronouns

Do you live within the Apex town limits?

Yes

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

No

Email

Mobile Phone

Alternate Phone (work/home)

Background Information

Current Employer

Duke Energy

Current Job Title

Senior Work Management Specialist Harris Nuclear Plant

Tell us why you would like to serve?

I have lived in Apex since 1992. I graduated from Apex High School in 1993. I have raised a 24 year old daughter and am currently raising a 13 year old son and 11 year old daughter in Apex. I have coached girls softball and boy's baseball for over 10 years in Apex, both at the town recreation level, and at Salem Middle School. In addition, I started a 13U boys travel team based out of Apex. As our wonderful town has grown so has the demand for both of these sports; in particular youth baseball. I can say with accuracy that the current demand for youth baseball has outgrown the town's ability to meet that demand. Pleasant Park would have helped with field availability, however, there are things that can be done right now to existing fields to better meet the needs of our town youth. I know most of the town of Apex youth baseball community through coaching and tournaments. We have an opportunity through a combination of town funds, local businesses, and fund raising in the local baseball community to make the needed improvements to existing Apex fields. With these improvements, we can generate additional revenue that now goes mostly to the Town of Cary. I have many ideas to help improve outreach, create clinics, and build a solid youth base foundation in Apex. I also am an advocate for my parents who do not have the resources for private lessons, paid travel teams or indoor facilities. I feel strongly that the town has an obligation to create maximum access to town facilities especially for these children.

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

10 Years coaching youth softball and baseball in Apex. Created and manage a 501C3 youth travel baseball team.

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

None

Entry #: 626 - Parks & Recreation Advisory Commission

Status: Reviewed

Submitted: 1/7/2024 9:59 PM

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

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

Original Submittal

I'm interested in serving on...

Parks & Recreation Advisory Commission

How did you hear about this opportunity to serve?

Friend / Neighbor

Candidate Contact Information

Legal Name

Gregory Lyon

Preferred First Name

Gregory

Address

603 laurel berry ct, APEX, North Carolina 27523

Pronouns

Do you live within the Apex town limits?

Yes

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

Yes

Email

Mobile Phone

Alternate Phone (work/home)

Background Information

Current Employer

course management investment advisors

Current Job Title

Chief Compliance Officer

Tell us why you would like to serve?

I aspire to infuse a contemporary viewpoint into our community, recognizing the prevalence of mainstream sports such as Pickle Ball. Concurrently, I seek to shed light on the considerable enthusiast base of niche activities like mountain biking, where an apparent dearth of suitable riding venues exists. It is noteworthy that many avid mountain biking enthusiasts possess the financial resources and capability to contribute to trail development initiatives. Similarly, the BMX community faces a comparable dilemma with a conspicuous absence of designated riding spaces, a circumstance that leaves a considerable demographic without proper representation. In addition to these pursuits, I bring to the table a compelling charm and a remarkable capacity for widespread acceptance across diverse demographic and racial spectrums.

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

Won my college design competition in college for landscape architecture.

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

I have not, but after running for Town Council I am ready for this.

Entry #: 577 - Parks & Recreation Advisory Commission**Status:** Reviewed**Submitted:** 8/19/2023 7:47 AM

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



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

Original Submittal

I'm interested in serving on...

Parks & Recreation Advisory Commission

How did you hear about this opportunity to serve?

Town Email

Candidate Contact Information

Legal Name

Lisa M Montoya

Preferred First Name

Address

1005 Formal Place, Apex, North Carolina 27502-2066

Pronouns

Do you live within the Apex town limits?

Yes

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

No

Email

Mobile Phone

Alternate Phone (work/home)

Background Information

Current Employer

The Young Group

Current Job Title

Health Insurance Agent

Tell us why you would like to serve?

I believe in giving back to and participating in my towns efforts.

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

I am happy to contribute in a positive way.

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

I am an Apex Lion. I have volunteered with Western Wake and still work with Meals on Wheels Apex.



Entry #: 579 - Parks & Recreation Advisory Commission**Status:** Reviewed**Submitted:** 8/27/2023 9:14 PM

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



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

Original Submittal

I'm interested in serving on...

Parks & Recreation Advisory Commission

How did you hear about this opportunity to serve?

Town Website

Candidate Contact Information

Legal Name

Isabella Ognibene

Preferred First Name

Izzy

Address

2890 Angelica Rose Way, Apex, North Carolina 27502

Pronouns

Do you live within the Apex town limits?

Yes

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

Yes

Email

Mobile Phone

Alternate Phone (work/home)

Background Information

Current Employer

Wake County Public Defender

Current Job Title

Legal Assistant

Tell us why you would like to serve?

I would like to serve on the commission because I am starting my career in public service and would love the opportunity to be involved in the local government and serve my community.

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

I have a Bachelor's degree in Political Science, which demonstrates my knowledge of government and the responsibilities that one holds in a government position. I also have professional experience in public service as a legal assistant for the Wake County Public Defender.

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

I haven't served on any town committees.

Entry #: 588 - Parks & Recreation Advisory Commission**Status:** Reviewed**Submitted:** 10/20/2023 12:01 PM

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



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

Original Submittal

I'm interested in serving on...

Parks & Recreation Advisory Commission

How did you hear about this opportunity to serve?

Friend / Neighbor

Candidate Contact Information

Legal Name

Ogochukwu O Frank-Ito

Preferred First Name

Address

2016 Van Hook Lane, Apex, North Carolina 27502

Pronouns

Do you live within the Apex town limits?

Yes

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

No

Email

Mobile Phone

Alternate Phone (work/home)

Background Information

Current Employer

Wake Young Women's Leadership Academy

Current Job Title

Student

Tell us why you would like to serve?

I want to serve because I want to be able to help my community more and I want to invest more time in helping the people that help me.

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

I have been going to parks and playing town sports for most of my childhood so I understand the value of the different parks.

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

I have not.



Entry #: 584 - Parks & Recreation Advisory Commission**Status:** Reviewed**Submitted:** 9/7/2023 1:06 AM

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

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

Original Submittal

I'm interested in serving on...

Parks & Recreation Advisory Commission

How did you hear about this opportunity to serve?

Apex Peak Academy

Candidate Contact Information

Legal Name

Elizabeth J Robinson

Preferred First Name

Address

102 Tobacco Leaf Ln, Apex, North Carolina 27502-6226

Pronouns

Do you live within the Apex town limits?

Yes

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

No

Email

Mobile Phone

Alternate Phone (work/home)

Background Information

Current Employer

Rho, Inc.

Current Job Title

Senior IT Project Manager

Tell us why you would like to serve?

My interest in serving the Town of Apex was sparked by what I observed and learned in the Apex Peak Academy. I'm especially interested in the Parks & Recreation Advisory Commission. I frequently visit the parks, the senior center, community center, attend plays at the Halle, and participate in town festivals. I would like to give back to the community that I love and support the Parks & Recreation department.

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

I am an IT Project Manager for Rho (a clinical research organization) and very active within the Apex community. I'm a member of the Apex High School Business Alliance and serve on the Seagroves Farm Master HoA Board. I graduated from the Apex Citizens Police Academy in 2022. I'm an active member of the Apex Community Emergency Response Team (CERT), served on the Apex 150th Anniversary Signature Event committee, and participate in classes and events offered by the Apex Parks & Recreation several times a week. I'm also graduating from the Apex Peak Academy on September 13. My education, professional experience, and recommendations received can be viewed on LinkedIn here: <https://www.linkedin.com/in/elizabethrobinson1/>.

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

I served on the Apex 150th Anniversary Signature Event planning committee from November 2022 - March 2023.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 13, 2024

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

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

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

Approval Recommended?

Mayor Jacques K. Gilbert recommends both Darryl Lanier for Chair and Matt Carusona for Vice-Chair for leadership consideration to the Parks, Recreation and Cultural Resources (PRCR) Advisory Board.

Item Details

On Wednesday, June 26, 2024, the Parks, Recreation, and Cultural Resources (PRCR) Advisory Board, chose to nominate Darryl Lanier, Matt Carusona, and Lisa Esterrich to the positions of Chair and/or Vice Chair and let Mayor Gilbert select his preferred leadership position for fiscal year 2024-2025.

Jeff Roach chose to abstain from any nominations.

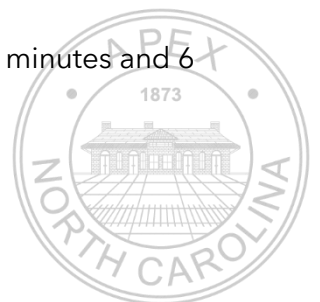
The current PRCR members were reminded that this vote was a recommendation to the Mayor and the Town Council continues to hold the final appointing authority.

The public is invited to re-watch the Parks, Recreation, and Cultural Resources Advisory Board meeting from June 28, 2023, on the Town's Youtube Channel via the following link:

<https://www.youtube.com/c/TownofApexGov>. The nomination process begins at 22 minutes and 6 seconds.

Attachments

- None



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 13, 2024

Item Details

Presenter(s): Shawn Purvis, Deputy Town Manager

Department(s): Town Manager's Office

Requested Motion

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

Approval Recommended?

Yes

Item Details

The Town received bids for the Cemetery Columbarium - Phase 2 project on July 18, 2024. Project bids are good for 60 days from the opening. The project plans include the remaining structural, electrical, and architectural elements to complete the columbarium site. The updated estimate for Phase 2 of the project was \$930,712.50. The low bid for the project was \$956,000, which is more than the remaining project budget. Approval to move forward with the project will require a budget and project ordinance amendment.

Bid Summary:

W.C. Construction Company, LLC	\$ 956,000
Scotia Construction, Inc.	\$ 989,000
Progressive Contracting Co., Inc.	\$ 1,237,500
Harrod and Assoc. Constructors, Inc.	\$ 1,550,000

The Cemetery Fund has approximately \$550,000 available. Staff recommends splitting the project costs between the General Fund (\$545,000) and Cemetery Fund (\$445,000). Revenues from the sale of columbaria niches would go to replenish the Cemetery Fund to cover regular reoccurring operations and maintenance. No funds from the sales would go to the General Fund.

The Finance Committee recommended approval of columbarium rates September 21, 2023, based on cost recovery of the remaining construction and niche build-out with escalation costs. Town Council adopted the rates for single urn at \$1,400 and double urn at \$2,000 at the October 24, 2023 Town Council Meeting to assist with cost recovery based on the project estimate. The construction costs have increased by over 20 percent, and pending updated niche estimates, the Town may need to revisit the fees needed for cost recovery.

Attachments

- CN7-A1: Cemetery Improvement Cost Recovery Memo - Construction Contract Award - W.C. Construction Company - Budget Ordinance Amendment 1 and Capital Project Ordinance Amendment 2025-1
- CN7-A2: Agreement - Cemetery Improvements - Columbarium - Construction Contract Award - W.C. Construction Company - Budget Ordinance Amendment 1 and Capital Project Ordinance Amendment 2025-1
- CN7-A3: Budget Ordinance Amendment No. 1 - Construction Contract Award - W.C. Construction Company - Budget Ordinance Amendment 1 and Capital Project Ordinance Amendment 2025-1
- CN7-A4: Capital Project Ordinance Amendment 2025-1 - Construction Contract Award - W.C. Construction Company - Budget Ordinance Amendment 1 and Capital Project Ordinance Amendment 2025-1



MEMORANDUM

Date: September 19, 2023
To: Shawn Purvis, Interim Town Manager
CC: N/A
From: Amanda Grogan, Budget & Performance Management Director
RE: Columbarium Cost Recovery



The purpose of this memo is to discuss the future of the Cemetery Parking and Columbarium project, particularly in regards to cost recovery and the needed price point for niches to recover project costs. The memo provides the options for cost recovery based on a variety of scenarios. A comparison of the columbarium niche prices charged by area churches and municipalities will also be provided.

Background

At present, the total cost of the project is \$1.435 million. As discussed in the attached memo from June 21, 2023, work has begun on the project after delays due to the pandemic and transition of Town staff. The remainder of the project cost is \$814,000. Neither the total cost or the remaining cost includes the installation of columbarium niches, which will be \$250 each. There will be 780 niches built, which will come out to \$195,000 in additional funding needed to build those columbarium niches.

Discussion

There are a few options to consider when looking at cost recovery for this project. The first is considering cost recovery for the entire \$1.435 million for the entire project with no consideration for escalators. Another option is to only consider cost recovery on the remaining \$814,000 with no consideration for escalators. The last option to consider is escalating costs on either entire project or the remaining \$814,000. This consideration will assume a 5% cost increase on the \$814,000 and a 10% cost increase for the niche costs. Below is a chart of what that recovery looks like:

Option	Construction	Niche Cost	Cost Recovery
Full project & niches at buildout	\$1,435,000	\$195,000	\$2,100
Remaining cost & niches at buildout	\$814,000	\$195,000	\$1,300
Full project & niches at buildout with escalation	\$ 1,475,700	\$214,500	\$2,200
Remaining cost & niches at buildout with escalation	\$854,700	\$214,500	\$1,400
<i>* Escalation estimated at 5% for the project and 10% for the niches; cost recovery round to the nearest 100</i>			

Price Comparisons

Looking at the price local churches charge for columbarium niches, comparisons were made with St. Mary Magdalene Catholic Church in Apex, St. Andrews Catholic Church in Apex, Apex United Methodist Church, and Our Lady of Lourdes in Raleigh. Most options were for a 2-urn niche, which ranged in price from \$2,500 to \$4,000 for parishioners. Our Lady of Lourdes also offers a 1-urn niche for \$2,200.

Wake Forest is the only other Wake County municipality that offers columbarium niches. Niches are also available from Durham and Burlington. Below is a table of the prices offered from these municipalities:

		Single Niche	Double Niche
City of Burlington	Resident	\$ 1,000	\$ 1,500
	Non-Resident	\$ 1,350	\$ 2,000
Town of Wake Forest	Resident	\$ 900	-
	Non-Resident	\$ 2,000	-
City of Durham	N/A	\$ 1,000	\$ 2,000

Looking at these price comparisons, all of these cost recovery options are close to other prices charged in the local market, especially when looking at the prices charged by area churches.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Town of Apex ("Owner") and
W.C. Construction Company, LLC (GC License #L.63557) ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Apex Cemetery Columbarium – Phase 2

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by CLH design, p.a.
3.02 The Owner has retained CLH design, p.a., an architectural firm (hereinafter referred to as "Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 75 days after the date when the Contract Times commence to run.
- B. Parts of the Work shall be substantially completed on or before the following Milestone(s):
1. Milestone 1 [event & date/days]
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the

actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$750 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$750 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
4. Milestones: Contractor shall pay Owner \$750 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
 - B. Total of Unit Price Work \$ 956,000.00.
 - C. All Work, at the prices stated in Contractor's Bid, is attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 Interest on final payments due to prime contracts shall accrue in accordance with North Carolina General Statute 143-134.1.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the

- Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. Power of Attorney.
 - 5. Certificate of Insurance.
 - 6. General Conditions.
 - 7. Supplementary Conditions.
 - 8. Specifications as listed in the table of contents of the Project Manual.
 - 9. Drawings (not attached but incorporated by reference) consisting of 12 sheets with each sheet bearing the following general title: Apex Cemetery Columbarium - Phase 2.
 - 10. Addenda (numbers 1 to 2, inclusive).
 - 11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid, including E-Verify Affidavit.
 - b. Notice of Award.
 - c. Documentation submitted by Contractor prior to Notice of Award.
 - d. Affidavits.
 - 12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of

Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 E-Verify

- A. Contractor hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Contractor further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). Contractor hereby pledges, attests and warrants through execution of this Agreement that Contractor complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by Contractor shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

10.07 Iran Divestment Act Certification

- A. 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 Contractor hereby certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer and that Contractor will not utilize any subcontractors found on the Final Divestment List.

10.08 Anti-Human Trafficking

- A. 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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Town of Apex

By: _____

Randal E. Vosburg

Title: Town Manager

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Allen Coleman

Title: Town Clerk

Attest: _____

Title: _____

Address for giving notices:

P.O. Box 250

Apex, NC 27502-0250

Address for giving notices:

PO Box 25051

Winston Salem, NC 27114

License No.: L.63557

(where applicable)

If Contractor is a corporation, partnership, or joint venture, attach evidence of authority to sign.

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

Antwan Morrison, Finance Director



Town of Apex

Budget Ordinance Amendment No. 1

BE IT ORDAINED, by the Council of the Town of Apex that the following Budget Amendment for the Fiscal Year 2024-2025 Budget Ordinance be adopted:

General Fund.

Section 1. Revenues:

10-0000-36101: Interest Earned	545,000
Total Revenues	\$545,000

Section 2. Expenditures:

10-9030-49661: Transfer to General Capital Project Fund	545,000
Total Expenditures	\$545,000

Cemetery Fund.

Section 1. Revenues:

55-0000-39901: Fund Balance Appropriated	445,000
Total Revenues	\$445,000

Section 2. Expenditures:

55-6400-49661: Transfer to General Capital Projects	445,000
Total Expenditures	\$445,000

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

Adopted this the 13th day of August 2024.

Attest:

Jacques K. Gilbert, Mayor

Allen L. Coleman, CMC, NCCCC
Town Clerk



Town of Apex

CAPITAL PROJECT ORDINANCE AMENDMENT 2025-1

61 - General Capital Project Fund

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

Section 1. The revenues anticipated for the projects are:

61-9225-0114-39710: Transfer from General Fund	545,000
61-9225-0111-39755 - Transfer from Cemetery Fund	445,000
Total Expenditures	\$990,000

Section 2. The expenditures anticipated are:

61-9225-0111: Cemetery Parking & Columbarium	990,000
Total Expenditures	\$990,000

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

Adopted this the 13th day of August, 2024.

Attest:

Jacques K. Gilbert, Mayor

Allen L. Coleman, CMC, NCCCC
Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 13, 2024

Item Details

Presenter(s): Matt Wetherell, Facility & Grounds Manager

Don Reeves, Sustainability Coordinator

Department(s): Public Works

Budget & Performance Management

Requested Motion

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

Approval Recommended?

Yes

Item Details

After several months of vetting and researching potential charging infrastructure options, Blink Charging was selected as the vendor to contract with for new EV chargers moving forward establishing a standard for town charging infrastructure. This recommendation is based on the cloud-based network, range of available charging pedestals, reliability in the EV charging industry, adaptability to apply rates and fees for charging, and their availability as a Sourcewell Awarded Contract.

Attachments

- CN8-A1: EV Charger Replacement Recommendation Memo
- CN8-A2: Quote Details - Blink Charging Co.
- CN8-A3: Participating Entity Addendum to Sourcewell Contract - Blink Charging Co.



MEMORANDUM

Date: July 24, 2024
To: Amanda Grogan, Budget & Performance Management Director
CC: John Mullis, Public Works Director
From: Don Reeves, Sustainability Coordinator; Matt Wetherell,
Facility & Grounds Manager; Bill Spare, Fleet Services Manager
RE: EV Charger Replacement Recommendation



The purpose of this memo is to provide Town Management with a recommendation for Electric Vehicle (EV) Charging Station models to be used for future installations at designated sites and for the replacement of current EV charging stations in need of repair. After analysis from Facilities, Fleet, and Sustainability staff, the current recommendation is to contract with Blink Charging. Blink offers a cloud network software system and a range of charging hardware that would suit the Town's current needs, as well as offering a hardware maintenance service agreement.

Background

Town Council's first objective in its strategic goal of Environmental Leadership is to "adopt clean energy and efficiency measures." Under this direction, several EV Charging Stations were installed at various Town properties to encourage EV use and reduce vehicle emissions. Smart technology has developed since those initial installations, and with older units needing replacement and new sites adding charging stations, it was concluded that a standard should be adopted for hardware units and software to track the usage of the charging units.

Discussion

Personnel from Facilities, Fleet, and Sustainability have been researching suitable options, and have met with the Senior Capital Projects Manager to discuss EV stations currently in use or set to be installed at various town locations. The main objective was to determine what options would provide the Town with the most stable and sustainable solution going forward. Facilities, Fleet, and Sustainability staff also worked with members of Finance and procurement to find vendor options that would allow for future expansions with potential grant funding.

The units that staff seek to replace immediately are the current EV stations at Apex Town Hall. These chargers are GE brand, have reached end of life and require repairs using parts that are no longer manufactured. These stations do not possess the necessary capability or features to capture data that can be processed to determine usage and functionality of the systems and are incapable of processing payments. The Saunders lot chargers were removed from the scope due to the scheduled start of Saunders parking project which will change the area and existing infrastructure. Staff is communicating regarding the installation of infrastructure for charging stations in conjunction with the project management team.

The new Mason Street Municipal Building has been designed to provide 13 charging spots in its parking area and is currently set to implement one ChargePoint Level 2 Charging Station. This unit was selected by the Senior Capital Projects Manager due to its cost of equipment, parts, and installation fees. However, ChargePoint utilizes proprietary software that, while marketed as Open Charge Point Protocol (OCPP) compliant, is in reality protected and restrictive. OCPP is an open standard communication protocol for EV charging stations and is an application protocol for communication between a charging station and the charging station management system. Any EV charging station that is OCPP-compliant can be configured to run any similarly OCPP-compliant software. ChargePoint systems exclusively run their own proprietary software and are restrictive with providing access to data produced by external stakeholders (in this scenario, the Town of Apex). Discussions with neighboring municipalities indicated that the company demonstrated inadequate customer service response time and that other, more beneficial solutions were available for infrastructure.

After several months of vetting and researching potential charging infrastructure options, Blink Charging was selected as the vendor to contract with going forward. This recommendation is based on Blink's OCPP cloud-based network, its range of available charging pedestals, its reliability in the EV charging industry, and their availability as a Sourcewell Awarded Contract. Blink's cloud-based platform provides a robust data capturing system and internal and external accessibility features. Factors for software that were considered when selecting Blink Charging were:

- **OCPP Compliance:** Capable of running on different hardware types and presenting data through an online dashboard.
- **Payment Control:** Capable of turning on and off payment requirements, setting rates based on peak hours, and exempting Town fleet from payment.
- **Dashboard Accessibility:** Capable of providing an intuitive, accessible, and manageable online dashboard for viewing, accessing, and exporting Electric Vehicle Supply Equipment (EVSE) data.
- **Communication:** Capable of recognizing and communicating hardware issues, such as damaged cords, loss of power, and communications connectivity problems.
- **Maintenance:** Capable of providing maintenance agreements/contracts for software.

Other factors for selecting Blink Charging include its diverse hardware selection and warranty plans. The company provides maintenance schedules for both software and hardware, and can also utilize other software platforms if necessary. Blink units met the following specifications that staff had prioritized when searching for a suitable hardware model:

- **Safety and Standards:** Units should have industry-standard J1772 Level-2 plugs for EV compatibility, 240/208-Volt, 40-Amp capability for energy-efficient charging, and an optional retractable cord management system to keep cords organized and reduce tripping hazards.
- **Security and Connectivity:** Units should have strict lockout and tagout capability to ensure system security, utilize wireless connectivity options such as cellular service, and have seamless payment transaction processing that provides payment options by mobile app or credit card.
- **Maintenance and Warranties:** Units should have a full warranty, maintenance plan, and quick component replacements to minimize system downtime effectively.
- **Certifications:** Units should comply with Buy America Act regulations and have Underwriters Laboratories (UL) Listing for safety and compliance with industry standards.

Blink Charging offers a maintenance service agreement for 5-years that will help ensure that the Town can maintain EV charging equipment and maximize uptime for Town fleet charging. The quoted price for one Blink Series 7, Level 2 Dual Port charger with the software subscription, data plan, and five-year warranty maintenance plan is \$8,175 with installation cost of \$6,500 (total cost of \$14,675 per dual-port charger). Therefore, the cost to replace the two dual port chargers at Town Hall totals \$29,350. For Fiscal Year 2025, Facilities has been allocated \$70,000 for EV Charging Stations so there is sufficient funding to move forward with the replacement of the two EV chargers at Town Hall. Staff will continue to evaluate additional replacement options with the remaining funding. Blink Charging is a Sourcewell Awarded Contract, which fulfills procurement requirements.

Summary

After comparing various models in the constantly evolving EV charging market, staff determined that Blink Charging offers a complete package of service that includes the installation of external hardware (Blink Series 7, Level 2 Charging units) and software, dedicated maintenance of stations, and detailed data collection.



EV Charging Solutions

About Blink

Blink Charging is a leading global designer, manufacturer, owner, operator and provider of electric vehicle (EV) charging equipment and services. As a complete vertically-integrated EV charging company, our industry-leading equipment and robust network of public charging stations are meeting the growing needs of millions of EV drivers everywhere.

Why Choose Blink?

- Flexible business models to meet your needs
- Global cloud-based network to power your management and visibility
- Full range of Residential and Commercial Level 2 and DC fast charging stations
- Commitment to exceptional customer experience with dedicated account management and 24/7 driver support
- Financing and leasing options available



BlinkCharging.com

Customer Details

Contact Name: Steve Maynard

Phone:

Account Name: Town of Apex

Email: steve.maynard@apexnc.org

Billing and Shipping

Bill to Name: Town of Apex

Bill to Address: 105 Upchurch St, North Carolina, 27502 United States

Ship to Name: Town of Apex

Ship to Address: 105 Upchurch St, North Carolina, 27502 United States

Your EV Charging Industry Expert

Prepared by: Conseulo Capshaw

Phone: (305) 521-0200

Email: ccapshaw@blinkcharging.com

Quote Details

Quote Name: OPP-67275: Town of Apex – Town of Apex

Quote Number: Q-22001

Created Date: 03-22-2024

Reference Sourcewell # 58143

Product Name	Qty	List Price	Discount	Net Price	Subtotal
FREIGHT	1	\$400.00	0.00%	\$400.00	\$400.00
LABOR – L2	1				\$12,998.70
BLNK S7 MODEL 780 L2 – 80A – 25FT	2	\$8,500.00	38.77%	\$5,205.00	\$10,410.00
BLNK MOUNT – PEDESTAL (S7/S7+/S8/S8+)	2	\$254.00	39.47%	\$153.75	\$307.50

BLNK CMS - DUAL - 80A (S7+/S8+)	2	\$770.00	22.08%	\$600.00	\$1,200.00
BLNK CMS MOUNTING KIT - PEDESTAL (S5/S6/S7/S7+/S8/S8+)	2	\$55.00	100.00%	\$0.00	\$0.00
NETWORK SERVICE - PUBLIC	2	\$480.00	0.00%	\$480.00	\$960.00
WARRANTY-EXTENDED - (PARTS AND LABOR) - SERIES 7 - 5 YEARS	2	\$1,536.00	0.00%	\$1,536.00	\$3,072.00

Total Price:	\$29,348.20
Estimated Grand Total:	\$29,348.20

*Please Note: Shipping and Handling is an estimate. The actual lead time starts when the client approves the order acknowledgement and provides a ship date. Final cost will be provided upon shipment based on destination.

Cellular Repeater

Please note you may or may not need a cellular repeater at your location.

Some locations, like garages and areas where the cell signal is weak may require a cellular repeater system to make sure they receive a signal. A cellular repeater captures an available signal using an antenna and then amplifies it, then repeats the signal inside the garage or area that has a weak signal.

This Signed Document Shall Serve as a Purchase Order for the Proposed Project

Price does not include final shipping fees nor sales tax.

Cancelled or returned DCFC/Specialty product are subject to a 20% fee.

Quoted price is valid for 30 days from

Created Date.

Payment terms are NET 30 from date of invoice per standard Blink Terms and

Conditions, located at <https://blinkcharging.com/terms-conditions>

By signing you are committing to order the charging solution as defined.

Accepted By Name:

Signature:

Date:

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**PURCHASE ORDER # Click here to PO #
PARTICIPATING ENTITY ADDENDUM TO
SOURCEWELL CONTRACT**

THIS PARTICIPATING ADDENDUM TO SOURCEWELL CONTRACT (hereinafter “Addendum”) is entered into this _____ day of _____, 2024 by and between, Blink Charging Co., a Nevada Company with its principal business offices located at 5081 Howerton Way, Suite A, Bowie, Maryland 20715 (“Blink”), and the Town of Apex, a municipal corporation of the State of North Carolina, (the “Town”). Town and Blink may collectively be referred to as “Parties” hereinafter.

WITNESSETH:

WHEREAS, on July 20, 2021 SemaConnect, Inc. entered into a contract with Sourcewell, a service cooperative that offers cooperative procurement solutions to government entities, to provide equipment, products, and services to Sourcewell and entities that access Sourcewell’s cooperative purchasing contracts (Participating Entities); and

WHEREAS, in 2022 Blink Charging Co. acquired SemaConnect, Inc. and all interests in their existing contracts, including the above referenced contract with Sourcewell, identified as Solicitation Number: RFP #042221, executed by the last party to sign on July 20, 2021, and available on the following website: <https://www.sourcewell-mn.gov/cooperative-purchasing/042221-sem> (hereinafter the “Contract”).

WHEREAS, the Contract contemplates services being provided by Blink to include a full turnkey solution that covers the deployment and operation of electric vehicle charging station infrastructure and necessary make-ready infrastructure as well as site assessment, preparation, and installation of hardware; and

WHEREAS, the Town desires to be a Participating Entity to said Contract as described in Section 5 of the Contract and as permitted by NC General Statute 143-129; and

WHEREAS, the Parties wish to add additional terms and conditions to the Contract and any associated Purchase Order by way of this Addendum.

The Town and Blink, for the consideration stated herein, agree to the following terms in addition to those provided in the Contract:

1. SCOPE OF SERVICES.

In accordance with the Contract, Blink agrees to provide and the Town agrees to purchase, the following equipment and services:

- a. Two dual port Level 2 chargers which Blink will install at the following locations:
 - i. 73 Hunter St, Apex, North Carolina

- b. Blink will provide Network and data portal access for a period of five (5) years from the date of execution of this Addendum.
- c. Blink will provide a full-service warranty with 97% uptime guarantee for a period five (5) years.

Specifications, warranties, guarantees, and performance standards for the above-described work shall be as identified in the Contract, specifically the SemaConnect response to RFP 042221 – Electric Vehicle Supply Equipment and Related Services.

2. TIME OF COMMENCEMENT AND COMPLETION.

This Addendum shall be effective upon the date of execution. Blink will provide and install the equipment within 120 days of the execution of this Addendum. If Blink does not satisfactorily commence or complete the work as scheduled, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies. Any changes to the schedule(s) provided in the Addendum must be agreed to in writing by the Town and Blink. Network and data portal access will be made available for a period of five (5) years from the date of equipment installation and activation and any full-service warranty provided by Blink shall remain in effect for five (5) years from the date of installation. This Addendum shall terminate 5 years from the date of equipment installation and activation. Network and data portal access as well as all warranties will remain in full force and effect during the term of this Addendum and shall survive the termination or non-renewal of the Contract.

3. CONSIDERATION AND PAYMENT OF SERVICES.

In consideration of the above services, the Town will pay Blink the total sum of \$29,348.20. Town will pay invoices from Blink within 30 days from receipt of invoice. Town has the right to require Blink to produce for inspection all of its records and charges to verify the accuracy of all invoices. Town shall pay Blink's invoices at times set forth above unless a bona fide dispute exists between Town and Blink concerning the accuracy of said invoice or the services covered thereby.

4. INDEMNIFICATION.

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

5. APPLICABILITY OF LAWS AND REGULATIONS.

Blink 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 Addendum and any attached specifications.

This Addendum 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 Addendum 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.

6. E-VERIFY COMPLIANCE.

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

7. ANTI-HUMAN TRAFFICKING.

Blink warrants and agrees that no labor supplied by Blink or the its subcontractors in the performance of this Addendum 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.

8. QUALITY AND WORKMANSHIP.

All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided.

9. INSURANCE.

Blink shall maintain valid insurance coverages as described in Section 18 of the Contract 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, Blink's insurance shall be primary and non-contributory to other insurance. Blink 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 Blink to have sufficient insurance nor the requirement that Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

10. PRE-PROJECT SAFETY REVIEW MEETING.

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

11. DEFAULT.

In the event of substantial failure by Blink to perform in accordance with the terms of this Addendum, Town shall provide Blink with thirty (30) days' notice to cure the default. Town shall have the right to terminate Blink in the event the default is not cured within said timeline in which event Blink shall have neither the obligation nor the right to perform further services under this Addendum.

12. TERMINATION FOR CONVENIENCE.

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

13. NOTICE.

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

TO BLINK: Blink Charging Co.
Attn: General Counsel
5081 Howerton Way, Ste. A
Bowie, MD 20715
Legal@BlinkCharging.com

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

14. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Blink nor Town, having taken commercially reasonable precautions, shall be in default of the provisions of this Addendum 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 Addendum that affect availability of resources and staff of Blink or the Town. There could be changes in anticipated performance times and service costs. Blink 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 Addendum in accordance with its terms. The Parties agree that they shall not be liable to each other for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 pandemic.

15. NONWAIVER FOR BREACH.

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

16. CONSTRUCTION.

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

17. NO REPRESENTATIONS.

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

18. SEVERABILITY.

In the event for any reason that any provision or portion of this Addendum 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 Addendum, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

19. COUNTERPARTS.

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

20. MODIFICATION.

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

21. BINDING EFFECT.

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

22. ASSIGNMENT.

Blink 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 Addendum without the written consent of the Town. Nothing contained in this paragraph shall prevent Blink from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Blink in the performance of services rendered.

23. INDEPENDENT CONTRACTOR.

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

24. NON-APPROPRIATION.

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

25. IRAN DIVESTMENT ACT CERTIFICATION.

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

27. NONDISCRIMINATION.

Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Blink hereby warrants and agrees that Blink 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 Addendum. For the purposes of this Agreement "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

28. ELECTRONIC SIGNATURE.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this Addendum 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 Addendum and any related documents. If electronic signatures are used the Addendum shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

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

Blink Charging Co.

Name: _____
(type or print)

(Signature)

Title: _____

Attest:

(Secretary, if a corporation)

Town of Apex

Randal E. Vosburg, Town Manager

Attest:

Allen L. Coleman, CMC, NCCCC
Town Clerk

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

Antwan Morrison, Finance Director

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 13, 2024

Item Details

Presenter(s): Eric Newman, Director

Department(s): Electric Utilities

Requested Motion

Motion to approve Sole Source Vender, Border States, to replace the regulator controllers at Mount Zion Substation.

Approval Recommended?

Yes

Item Details

To replace the aging voltage regulator controls in the Mount Zion substation, new controllers need to be purchased. As all other voltage regulator controllers are now Eaton CL-7 series, the Town wishes to standardize on the Eaton CL-7. An order of this magnitude requires approval for a sole source vendor to meet state and municipal purchasing policy.

Attachments

- CN9-A1: Sole Source Justification Letter - Contract - Borders States - Regulator Controllers at Mount Zion Substation - Eaton CL-7 Series
- CN9-A2: Boarder States Quote - Contract - Borders States - Regulator Controllers at Mount Zion Substation - Eaton CL-7 Series



SOLE SOURCE JUSTIFICATION FOR VOLTAGE REGULATOR CONTROLLERS

The Electric Utilities Department recommends a single source vendor, Border States, for Eaton CL-7 series voltage regulator controllers. Justification for this recommendation are as follows:

- Border States is the only distributor of the Eaton CL-7 Regulator controllers in the Eaton Region that covers Apex at this time.
- The Town has standardized on the Eaton CL-7 Regulator controller for the following reasons:
 - All but five circuits in the Town's distribution system have voltage regulators controlled using CL-7 controllers.
 - Standardizing on one brand of controllers limits the amount of training required by personnel and reduces confusion, by making the manufacturers recommended maintenance, troubleshooting, and testing procedures the same across all substations.
 - Limits the number of spare controllers needed.
 - Ensures compatibility with wiring in should an emergent change-out be required, limiting potential outage time and or circuit tying.



To: Mr. Brad Holland
Electrical Engineer
Town of Apex, NC
(919) 249-1139

8/1/2024

Subject: Border States Exclusivity with Eaton/Cooper

Brad:

On behalf of Border States and Eaton/Cooper we would like to inform you that, in North Carolina, we (Border States) represent Eaton/Cooper exclusively with the municipalities for their Engineered-To-Order (ETO) products. This includes the CL-7 that the Town of Apex is currently seeking to purchase. If you have any questions or concerns, please let me know.

Sincerely,

Matt Wiggins
Border States
Utility Account Manager
(864) 871-0086

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 13, 2024

Item Details

Presenter(s): Tim Herman, Fire Chief

Department(s): Fire Department

Requested Motion

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

Approval Recommended?

Yes

Item Details

The amendment outlines cost share agreements and calculation methods for any new fire station that Wake County agrees to cost share on with a municipality.

New Station Construction. Starting with the FY 25, Section 16.9.2 New Station Construction, shall include:

- a.) The final cost share determined percentage will be calculated utilizing the cost share metrics that are applicable to that station's Page 2 of 3 coverage area based upon the most recent 6-month period that is calculated in either January or July of the calendar year.
- b.) The new calculated percentage shall not move plus or minus more than 5% from the original calculated percentage that was determined during the initial request and memorialized in a Memorandum of Agreement.

Attachments

- CN10-A1: Second Amendment to the Wake County FY23-FY25 Municipal Fire Protection Agreement.



SECOND AMENDMENT

to

FY 2023 – FY2025 MUNICIPAL FIRE PROTECTION AGREEMENT

TOWN OF APEX

This **SECOND AMENDMENT** made and entered into the 1st day of July 2024, by and between the County of Wake, a body politic and corporate of the State of North Carolina, hereinafter referred to as “**COUNTY**” and Town of Apex hereinafter referred to as “**TOWN**”.

WITNESSETH:

WHEREAS, the **COUNTY** and **TOWN** have an existing Fire Protection Agreement specifying services, terms and conditions under which the **TOWN** provides fire services to the **COUNTY** (“**Agreement**”); and,

WHEREAS, the term of said Agreement is July 1, 2022 through June 30, 2025; and

WHEREAS, The **COUNTY** desires to amend the Agreement to add funds approved in the FY25 adopted budget for the provision of Fire Services under the Agreement; and,

WHEREAS, The **COUNTY** desires to amend the Agreement to add terms related to new station construction; and

WHEREAS, the **TOWN** has accepted these amended terms and is desirous of a continued relationship with the **COUNTY** to provide fire services.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **COUNTY** and **TOWN** amend the Agreement as follows:

1. *Recitals/Capitalized Terms.* The foregoing recitals are made a part of this Amendment and are incorporated herein by reference. Capitalized terms used in this Amendment and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. *Specific Amendments.* The Agreement is hereby amended as follows:

(a) *New Station Construction.* Starting with the FY 25, Section 16.9.2 New Station Construction, shall include:

- a. The final cost share determined percentage will be calculated utilizing the cost share metrics that are applicable to that station’s

coverage area based upon the most recent 6-month period that is calculated in either January or July of the calendar year.

- b. The new calculated percentage shall not move plus or minus more than 5% from the original calculated percentage that was determined during the initial request and memorialized in a Memorandum of Agreement.

3. *Affirmation of Agreement Terms.* Except to the extent herein revised, modified or amended, all terms, conditions and provisions of the Agreement are hereby affirmed and ratified in all respects, and shall remain in full force and effect.

4. *Counterparts.* This Amendment may be executed in any number of counterparts and all so executed shall constitute one agreement binding on the Parties, notwithstanding that not all Parties have signed the same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first above written.

THE COUNTY OF WAKE

By: _____ Date: _____

Title: **Director of Fire Services & Emergency Management**

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

FINANCE DIRECTOR

The person responsible for monitoring contract performance requirements is: Joseph Vindigni

_____ **Department Head Initials**

TOWN OF APEX

By: _____ Date: _____

Title: **Town Manager**

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 13, 2024

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerks Office

Requested Motion

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

- June 11, 2024 - Regular Town Council Meeting Minutes
- June 18, 2024 - Town Council Work Session Meeting Minutes
- June 25, 2024 - Regular Town Council Meeting Minutes
- June 27, 2024 - Special Town Council Meeting Minutes

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

- CN11-A1: **DRAFT** Minutes - June 11, 2024 - Regular Town Council Meeting Minutes
- CN11-A2: **DRAFT** Minutes - June 18, 2024 - Town Council Work Session Meeting Minutes
- CN11-A3: **DRAFT** Minutes - June 25, 2024 - Regular Town Council Meeting Minutes
- CN11-A4: **DRAFT** Minutes - June 27, 2024 - Special Town Council Meeting Minutes



DRAFT MINUTES

**TOWN OF APEX
REGULAR TOWN COUNCIL MEETING
TUESDAY, JUNE 11, 2024
6:00 PM**

The Apex Town Council met for a Regular Town Council Meeting on Tuesday, June 11th, 2024 at 6:00 PM in the Council Chambers at Apex Town Hall, located at 73 Hunter Street in Apex, North Carolina.

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

<https://www.youtube.com/watch?v=jsxobxvmc4s>

[ATTENDANCE]

Elected Body

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

Town Staff

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

[COMMENCEMENT]

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

Mayor Gilbert then took a moment of silence for the invocation and then lead those in attendance in the Pledge of Allegiance. He acknowledges the Apex Youth Council and thanked them for being at the meeting.

[CONSENT AGENDA]

A **motion** was made by **Councilmember Zegerman**, seconded by **Councilmember Gantt**, to approve the Consent Agenda.

VOTE: UNANIMOUS (5-0)

CN1 Agreement - Capital Costs Related to Construction and Development Funding Agreement between Wake County and Town of Apex - Pleasant Park Phase I and Phase II (REF: CONT-2024-151)

Council voted to approve a Funding Agreement between the Town of Apex and Wake County for capital costs related to construction and development of Phase I and II of the Pleasant Park project, effective May 6, 2024 through December 31, 2026, and authorize the Town Manager and/or their designee to execute on behalf of the Town.

CN2 Agreement Amendment - Renewal of ADA Paratransit Service Agreement with Wake County - Fiscal Year 2024-25 (REF: CONT-2024-152)

Council voted to approve an Amendment to the American with Disabilities Act (ADA) Paratransit Services Agreement and Renewal No. 2 with Wake County, effective July 1, 2024 through June 30 2025, and to authorize the Town Manager, or their designee, to execute on behalf of the Town.

CN3 Annexation No. 780 - 7019 Roberts Road (Roberts Crossing Phase 2) - 11.42 acres (REF: RES-2024-028, RES-2024-029, and OTHER-2024-069)

Council voted to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of a Public Hearing for June 25, 2024, on the Question of Annexation - Apex Town Council's intent to annex 11.42 acres, located at 7019 Roberts Road (Roberts Crossing Phase No. 2), Satellite Annexation No. 780 into the Town Corporate limits.

CN4 Annexation No. 781 - 0 Dezola Street (Horton Road Amenity Parcel) - 3.95 acres (REF: RES-2024-030, RES-2024-031, and OTHER-2024-070)

Council voted to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of a Public Hearing for June 25, 2024, on the Question of Annexation - Apex Town Council's intent to annex 3.95 acres, located at 0 Dezola Street (Horton Road Amenity Parcel), Annexation No. 781 into the Town Corporate limits.

CN5 Annexation No. 782 - Townes on Tingen - 2.4938 acres (REF: RES-2024-032, RES-2024-033, and OTHER-2024-071)

Council voted to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of a Public Hearing for June 25, 2024, on the Question of

DRAFT MINUTES

Annexation - Apex Town Council's intent to annex 2.4938 acres, Townes on Tingen, Annexation No. 782 into the Town Corporate limits.

CN6 Annexation No. 783 - Castleberry Reserve - 0.672 acres (REF: RES-2024-034, RES-2024-035, and OTHER-2024-072)

Council voted to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of a Public Hearing for June 25, 2024, on the Question of Annexation - Apex Town Council's intent to annex 0.672 acres, Castleberry Reserve, Satellite Annexation No. 783 into the Town Corporate limits.

CN7 Annexation No. 784 - 1717 and 1713 Holt Road - 1.882 acres (REF: RES-2024-036, RES-2024-037, and OTHER-2024-073)

Council voted to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of a Public Hearing for June 25, 2024, on the Question of Annexation - Apex Town Council's intent to annex 1.882 acres, located at 1717 Holt Road and 1713 Holt Road, Annexation No. 784 into the Town Corporate limits.

CN8 Annexation No. 786 - Tobacco Road Place (FKA: Beauregard Place) - 3.34 acres (REF: RES-2024-038, RES-2024-039, and OTHER-2024-074)

Council voted to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of a Public Hearing for June 25, 2024, on the Question of Annexation - Apex Town Council's intent to annex 3.34 acres, Tobacco Road Place (FKA: Beauregard Place), Annexation No. 786 into the Town Corporate limits.

CN9 Budget Ordinance Amendment No. 17 - Debt Service Funds Payments, Police Donations, and Electric Purchase Resale (REF: ORD-2024-046)

Council voted to approve Budget Ordinance Amendment No. 17 transferring budgeted Debt Service payments from the operating fund to respective Debt Service Funds, Affordable Housing Fund and allocating additional funding to Police Donations and Electric Utility Funds.

CN10 Council Meeting Minutes - Various

Council voted to approve Meeting Minutes from the following meetings:

April 23, 2024 - Town Council Meeting Minutes

May 14, 2024 - Town Council Meeting Minutes

CN11 Position Authorization - Additional 0.625 FTE - Finance Department

Council voted to approve a 0.625 (25 hr.) Full-time Equivalent (FTE) position authorization for a Mail Courier, salary grade MR04, in the Finance Department.

CN12 Resolution to Collect Taxes - Chatham County (REF: RES-2024-040)

Council voted to adopt a resolution authorizing Chatham County Tax Administrator to collect taxes on behalf of the Town of Apex.

CN13 Resolution to Collect Taxes - Wake County (REF: RES-2024-041)

Council voted to adopt a resolution authorizing Wake County Tax Administrator to collect taxes on behalf of the Town of Apex.

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CN14 Rezoning Case No. 24CZ06 - Humie Olive Place - Statement and Ordinance (REF: ORD-2024-047)

Council voted to approve the Statement of the Town Council and Ordinance for Rezoning Application No. 24CZ06, Construction Masters LLC, applicant, for the properties located at 2155, 2157 & 0 Blazing Trail Drive and 7996, 7994, 7990, 7988, 7984, & 7982 Humie Olive Road (PINs 0721516598, 0721517488, 0721516357, 0721517335, 0721518305).

CN15 Tax Report - March and April 2024 (REF: OTHER-2024-075 and OTHER-2024-076)

Council voted to approve Apex Tax Reports dated April 13, 2024; and Apex Tax Reports dated May 5, 2024.

CN16 Town Standard Specifications and Standard Details - Revisions (REF: OTHER-2024-077 and OTHER-2024-078)

Council voted to approve revisions to the Town Standard Specifications and Standard Details.

[PRESENTATIONS]

PR1 Proclamation - Apex Pollinator Week 2024 - June 16 through June 22, 2024 (REF: PRO-2024-020)

Mayor Gilbert, along with the rest of Town Council, read the Proclamation - Apex Pollinator Week 2024 - June 16 through June 22, 2024. He invited Ellison Lambert, Volunteer Coordinator, Eleanor Niehaus, Girl Scout Troop 4076, Ashley Niehaus, Co-Leader of Girls Scout Troup 4076, Kathleen Lim, Apex Youth Council President and other Apex Youth Council to accept the proclamation and take a picture.

PR2 Proclamation - Apex Public Works Week 2024 - June 9 through June 15, 2024 (REF: PRO-2024-021)

Mayor Gilbert, along with the rest of Town Council, read the Proclamation Apex Public Works Week 2024 - June 9 through June 15, 2024. He invited John Mullis, Public Works Director and other Public Works staff to accept the proclamation and to take a picture.

PR3 Special Recognition - Apex Friendship High School Students - 2024 WRAL Brain Game Champions

Mayor Gilbert spoke about the playoffs and the winning of Apex Friendship High School and then he asked some trivia questions for Apex Friendship High School students to answer. He invited Sid Ram, James O' Hara, Will Rucker, Ori Van Zanten, David Groves, Brandon Maloney, and Coach Adam Ruh to come up and receive the recognition and take a picture. He said he wanted to Sid Ram and James O'Hara as Ambassadors for Mayor's Internship Program and thanked them.

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1 **Sid Ram** said hello Apex and that he was very proud of this team, and they had
2 worked hard. He said, "GO APEX".
3
4

5 [REGULAR MEETING AGENDA] 6

7 **Mayor Gilbert** asked for a motion set the Regular Agenda and asked if there were any
8 recommendation meeting changes at this time.
9

10 A **motion** was made by **Councilmember Killingsworth**, seconded by **Mayor Pro**
11 **Tempore Gray** to approve the Regular Meeting Agenda as presented.
12

13 **VOTE: UNANIMOUS (5-0)**
14

15 **[PUBLIC FORUM] (NOTE: To view the Public Forum Sign In Sheet, see OTHER-2024-079)**
16

17 **Mayor Gilbert** opened up the Public Forum and invited the first speaker up.
18

19 First to speak was **Reverend Dr. Sequola Dawson** of 600 S. Salem Street:
20

21 "Hello Apex North Carolina, I am here with St. Mary AME Church and I am here with St
22 Mary African Methodist Episcopal Church, 600 S Salem Street, where St Mary's deep roots
23 run throughout the City in love and charity for our neighbor. Not only on Sunday at 11
24 o'clock, but Tuesday and Friday with our Food Pantry. We are here to stand not only to
25 introduce me as the new Pastor to you the City Council, but to the city at large. We are here
26 in support of you for all of the positive measures that you do that thrust Apex and two all of
27 the positive measures of living out the meaning of you being its high point. I know you love
28 your people, the diversity of the communities and the equal opportunities that Apex and its
29 buildings provide. This is what makes Apex the best City in American. I am glad now to be a
30 part, if we ever we St. Mary can be of service, please, do not hesitate to call. Thank you."
31

32 **Mayor Gilbert** thanked Dr. Dawson and called the next speaker.
33

34 Next speaker was **Shreya Dhakal** of 114 Grantham House:
35

36 "Dear members of the Town Council, I would like to invite you and our public to our
37 upcoming celebration the International Day of Yoga as well as the various events and efforts
38 undertaken by the Hindu Community in our area. Throughout the year we have actively
39 celebrated diverse events and festivals, such as teacher appreciation day, Sewa Diwali,
40 Raksha Bandhan, and many more. These celebrations foster unity and spread love and joy in
41 our society. In May we celebrated Teacher Appreciation's Day, Teachers play an integral role
42 in our lives and this event provides us the opportunity to appreciate invaluable contribution

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1 to educating children like me. Many teachers attended this event expressing their gratitude
2 and support for such an initiative. We also participate in Sewa Diwali, a food drive campaign
3 for local food pantries and in supporting those in need in our community. This initiative helps
4 to ensure that our local food pantries are well stocked and are able to assist families who
5 require support. Additionally, we celebrate Raksha Bandha as Universal Oneness Day, where
6 we appreciate our First Responders, Town Administrators and Staff. This event symbolizes
7 our gratitude and respect for those who serve and protect our community, fostering a sense
8 of unity and mutual appreciation. Our next event is the International Day of Yoga recognized
9 by the UN and celebrated worldwide. Yoga is a physical, mental and spiritual ancient practice
10 that is originated in India and Nepal. The word Yoga derives from Sanskrit and means to join
11 or to unite, symbolizing the union of body and consciousness. This year marks the 10th
12 anniversary of International Day of Yoga which aims to raise awareness and numerous
13 benefits of practicing yoga. Our community will celebrate this event on June 23rd at 8 a.m. at
14 the HSNC Center located at 309 Aviation Parkway, Morrisville. We look forward to your
15 continued support and participation in these events as we strive to make a positive
16 contribution in our community. Thank you”

17
18 **Mayor Gilbert** thanked Ms. Dhakal and called up the next speaker.

19
20 Next speaker was **Dawn Cozzolino** of 3632 Bosco Road:

21
22 “Good evening, Town Council and Mayor. I didn’t appreciate the local government I had in
23 New Jersey. This governed well water and governed septic properties much like our
24 community in Friendship in New Hill, and boy we have beautiful countryside, and we still
25 have beautiful countryside, it’s still protected and it’s still rural. It astonishes me living here
26 that I don’t have government representation. We need to be watchful that there is a balance
27 there. This plays a part and a role in any decision making that the Town of Apex would be
28 planning to do. So, I will answer yes Councilman Gantt, our area is very special, very special
29 indeed. There is nothing absolutely special about track housing, accidents, razing trees,
30 increased air conditioning and over development. Our Friendship and New Hill Community
31 has many small businesses like Apex, lots of commerce, and environmental protections that
32 are very critical. I want to thank you because you have given me a gift, you have given me
33 purpose to advocate for ideas for our community and you know I didn’t know anybody in my
34 community, we are in a rural area, I came from a different State and you give me an
35 opportunity to engage with my community and they are wonderful people, they’re just trying
36 to live their lives to the fullest, the best they can and I think you know, my work will continue,
37 so thank you for the gift, my work will continue and I think we can have a beautiful vision
38 working together moving forward for the future. Thank you.”

39
40 **Mayor Gilbert** thanked Ms. Cozzolino and called up the next speaker.

41
42 Next speaker was **Elizabeth Stitt** of 3113 Friendship Road:

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1
2 "I think I need to go to St. Mary's church, if I could get a little bit of that energy, I think it would
3 be good. Two things tonight, first I want to say thank you to the Fire Chief Tim Herman, he
4 engaged with me and brought out the tanker truck, so I have a pond that is big enough and
5 deep enough that the tanker trucks can actually pull the water out of my pond, and that will
6 enable them to be able to save my house should something happen or if something
7 happened to my neighbor's house, but what was neat about the whole thing is he brought
8 the trucks out, the guys out, and they mapped out exactly where my pond was, how they
9 would get to it, so that if anyone dialed 911 from my area, they would know exactly how to
10 get to the pond and they know the trucks can actually get from point A to point B because my
11 driveway has wooded trees, so it was real valuable service that he was able to help my
12 neighbors out. The second thing was, I just wanted clarification. So, my part of Friendship
13 Road, we are in the ETJ and there was some discussion on social media about whether the
14 Town's money can fund traffic improvements in our area. In GS 136-66.3 it says, 'Municipal
15 participation is authorized', now you may choose not to, but you do have the ability, I did
16 want that to be clarified because there is that post that really created a lot of confusion in our
17 community, because I think as a whole everybody is somewhat confused about how to fix our
18 roads. There are so many transportation issues, and the different layers between CAMPO and
19 DOT, the Town, so I just wanted to be very clear to the community that the ETJ, you can
20 invest in the roads, so I am looking forward to our stop light being funded in the very near
21 future and obviously I am going to keep showing up until that happens. Thank you for your
22 time."

23
24 **Mayor Gilbert** thank Ms. Stitt and called the next speaker.

25
26 Next to speak was **Rakan DiarBakerli** at 1702 Grand Barton Court:

27
28 "Hello, my name is Rakan, and I am a teacher. I have been teaching for over 10 years now,
29 most recently at Apex Middle School, I am a resident of Apex and I currently now work at
30 Duke University's Art Museum, the Nasher. Being a teacher puts a lot of pressure on me to
31 teach by modeling, and more than any of the subject matter that they could possibly get from
32 my classroom, I try to teach good character, I want them to be better people by the time they
33 leave my classroom. Now as we are all aware of what continues to happen in Palestine, I know
34 it is a global issue, I know it's an international issue and the question is, why should the Town
35 of Apex even care. I teach that no matter how small people's actions may be, it is always
36 symbolic of what their intentions are and its part of the legacy that they leave behind when
37 their time is gone. It hurts more personally for me being a Muslim myself, and being an Arab
38 as well, I hear the suffering and I understand it deeply, using the language, using my faith,
39 seeing faces that look just like mine, and already at baseline it means I care, but more than
40 that, I believe that it's something that we should all care about because we are all human. It is
41 difficult for us to continue to support this type of action towards innocent humans, more
42 particularly children, and that's not even mentioning parents, fathers, and mothers and aunts

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and uncles and more. In my final minute, I would just like to say, as distant as this may seem, it is reflective of our humanity and I would urge us to, please in whatever compacity we can, to continue speaking on preventing the aid that supports this genocide, and every dollar we invest in this should be removed. Finally, I thank you for your time, and I want us to remember that no matter how much money we received to continue supporting, please remember that your humanity and your legacy is more important than that. Thank you."

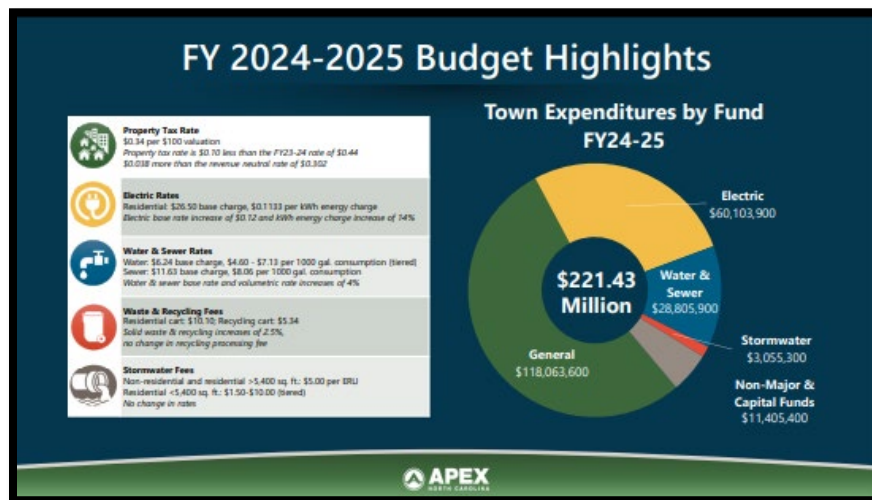
Mayor Gilbert thanks everyone that came out to speak. He closed the Public Forum and moved to New Business.

[NEW BUSINESS]

NB1 Fiscal Year 2024-2025 - Annual Operating Budget and Fee Schedule Adoption (REF: ORD-2024 (REF: ORD-2024-048 and PLCY-2024-005)

Amanda Grogan, Director, Budget and Performance Management Department gave the following presentation on the Fiscal Year 2024-2025 - Annual Operating Budget and Fee Schedule Adoption. She asked if there were any questions.

[SLIDE 1]



Councilmember Mahaffey thanked Ms. Grogan for all the hard work on the budget. He said he was very proud of what this budget does for this community. He said that the last time he checked that this represents the 2nd lowest tax rate in Wake County as of today and the lowest tax increase above the revenue neutral rate in the County. He said that every other town has raised taxes more than the town. He said that they did try to keep cost low while still delivering the excellent level of service that Apex residents expect. He said that there were some Capital products that are funded in this budget that he was excited about. He said one

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1 that he wanted to point out was the start of the completion of Pleasant Park, and this budget
2 puts us on a path to completing this project. He thanked Ms. Grogan again and her team.

3 **Director Grogan** said that it was a team effort.

4 **Councilmember Zegerman** said this budget reflects the town's priorities and it
5 reflects to our residents where the town will be spending the money. He said thank you to
6 Director Grogan and her staff for all the efforts that went into this budget.

7 **Mayor Gilbert** said that it was cool to be in a room with all of the Mayors in Wake
8 County and everyone is comparing notes on budgets, and Apex is the first one to pass
9 there's. He recognized the community members who provided feedback, and encouraged
10 more to do so going forward. He said thank you to Director Grogan and her staff.

11 **Councilmember Killingsworth** said if you look at the details of the budget, you see
12 items that will save our community and taxpayers money down the road. She said if you look
13 at how the town rehabilitates streets instead of having to spend millions of dollars later, it
14 rehabilitates them and saves money. She said it was amazing to look through the budget and
15 see all of the great ideas staff is coming up with to help save money. She thanked Director
16 Grogan.

17 **Mayor Pro Tempore Ed Gray** said this was not an easy task and thanked Director
18 Grogan for the heavy lift on this budget. He said this budget was a vision of struggle. He said
19 it's a struggle to find the balance between providing the necessary services for people and
20 keeping in mind people who are struggling financially, but it is something done extremely
21 well in our budgeting process, due to Director Grogan, the Department Heads and staff. He
22 said it is much harder than it looks and it is much harder than you can imagine. He said
23 Director Grogan, Deputy Town Manager Purvis, Town Manager Vosburg, and everybody else
24 who has worked on this has done a great job.

25 **Councilmember Gantt** said that he had found the first budget that he had worked on,
26 2017-2018 budget. He said it really indicated that the Town has come a long way. He said the
27 Capital improvements that had been completed and was good for the town. He said the staff
28 capacity is much higher now than it was, and the community is benefitting from that
29 investment. He said thank you to Director Grogan.

30 **Councilmember Killingsworth** said she had pulled that budget out too.

31 **Ms. Grogan** said that we have come a long way budget wise and document wise for
32 sure.

33 **Councilmember Gantt** said that there were some projects that had not been done,
34 like The Crossing at Chatham and Center Street, but most of the big-ticket items are done
35 and he was looking forward to doing more Capital Improvement projects this year.

36 **Councilmember Zegerman** said Apex was lucky to have Director Grogan that drives
37 this work. He said this is not an easy feat. He said there was a lot of effort put in by lots of
38 people, and he thinks this is something the town would benefit from.

39
40 A **motion** was made by **Councilmember Zegerman**, seconded by **Councilmember**
41 **Mahaffey** to approve the Fiscal Year 2024-2025 - Annual Operating Budget and Fee
42 Schedule.

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VOTE: UNANIMOUS (5-0)

NB2 Fiscal Year 2024-2025/2028-2029 - Capital Improvement Plan (CIP) (REF: ORD-2024-049 and PLCY-2024-004)

Amanda Grogan, Director, Budget and Performance Management Department said that there was no presentation. She said that the CIP is in conjunction with the budget.

A **motion** was made by **Councilmember Killingsworth**, seconded by **Mayor Pro Tempore Gray** to approve Fiscal Year 2024-2025/2028-2029 - Capital Improvement Plan (CIP).

VOTE: UNANIMOUS (5-0)

[UPDATES BY TOWN MANAGER]

Town Manager Vosburg said that he would also echo his sentiments on the budget. He said he came in on the tail end, but such a great process and leadership from our elected officials. He said we are excited to get started to get to work on the new priorities and get to work on the next budget. He said that the Peakway will be closed from Ambergate Station to Grand Central Station from Monday, June 17th through Friday, June 21st, to complete the bridge maintenance work. He said that he wanted to say thank you to staff members that helped with the Pride Event that was here on Town Hall campus. He said there was a lot of hard work from the community and Town Staff. He said that there is another event coming up, Juneteenth, on Saturday, June 15th, and he thanked staff and community members for all of the work. He said that town staff got the Peakway bid out for the Bridge Extension, so hopefully that will be progressing.

[CLOSED SESSION]

A **motion** was made by **Mayor Pro Tempore Gray**, seconded by **Councilmember Gantt** to go into closed session at 6:39 p.m.

VOTE: UNANIMOUS (5-0)

CS1 Laurie Hohe, Town Attorney

RE: Williams v. Town of Apex.

NCGS § 143-318.11(a)(3)

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

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CS2 Laurie Hohe, Town Attorney

NCGS § 143-318.11(a)(3)

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

CS3 Allen Coleman, Town Clerk

NCGS § 143-318.11(a)(6):

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

[ADJOURNMENT]

Mayor Pro Tempore Gray adjourned the meeting at **8:41p.m.**

Jacques K. Gilbert
Mayor

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

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

DRAFT MINUTES

**TOWN OF APEX
TOWN COUNCIL WORK SESSION
TUESDAY, JUNE 18, 2024
3:30 P.M.**

The Apex Town Council met for a work session on Tuesday, June 18, 2024 at 3:30 p.m. at the Apex Town Hall located at 73 Hunter Street in Apex North Carolina.

This meeting was open to the public. Members of the public were able to attend this meeting in-person or watch online via the livestream on the Town's YouTube Channel:
[2024.06.18 Town Council Work Session - YouTube](#)

[ATTENDANCE]

Elected Body

Mayor Jacques K. Gilbert (presiding)
Mayor Pro-Tempore Ed Gray
Councilmember Brett Gantt
Councilmember Terry Mahaffey
Councilmember Arno Zegerman
Councilmember Audra Killingsworth
Absent: None

Town Staff

Town Manager Randy Vosburg
Deputy Town Manager Shawn Purvis
Assistant Town Manager Demetria John
Assistant Town Manager Marty Stone
Town Attorney Laurie Hohe
Town Clerk Allen Coleman
Communications Director Stacie Galloway

All other staff members will be identified appropriately below.

[COMMENCMENT]

Mayor Gilbert welcomed everyone and led those in attendance in the pledge of allegiance.

[COMMUNITY SURVEY RESULTS - ZENCITY]

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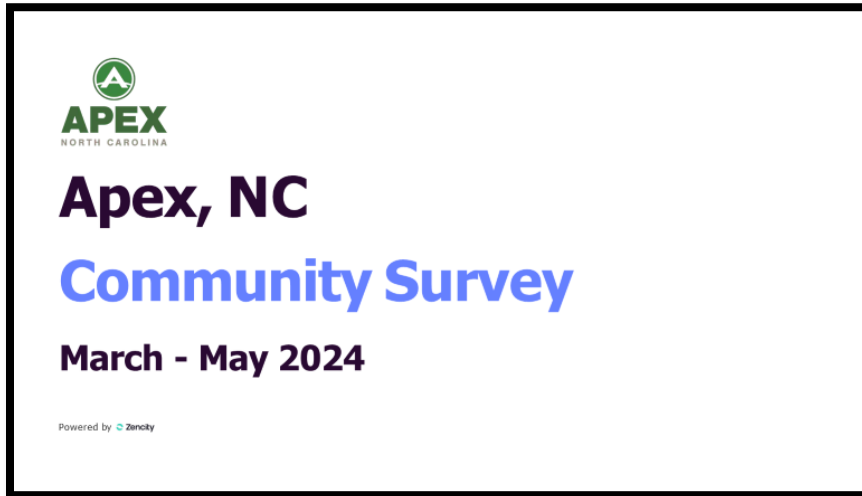
Mayor Gilbert invited Director Galloway Galloway, Communications Director, to begin the presentation of the Community Survey Results – Zencity.

Director Galloway introduced Ms. Hoffman Hoffman, Customer Service Manager with Zencity.

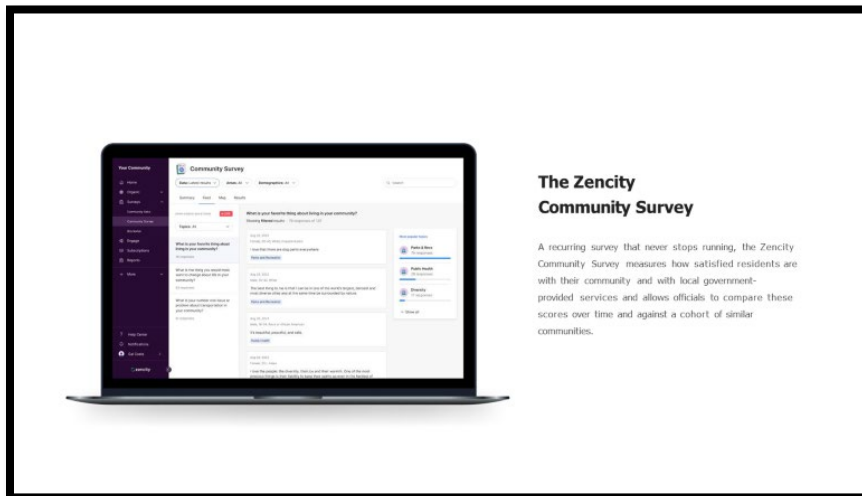
Ms. Hoffman introduced Katelyn Webber, Survey Research Analyst with Zencity.

Ms. Webber give the following presentation regarding Community Survey Results – Zencity.

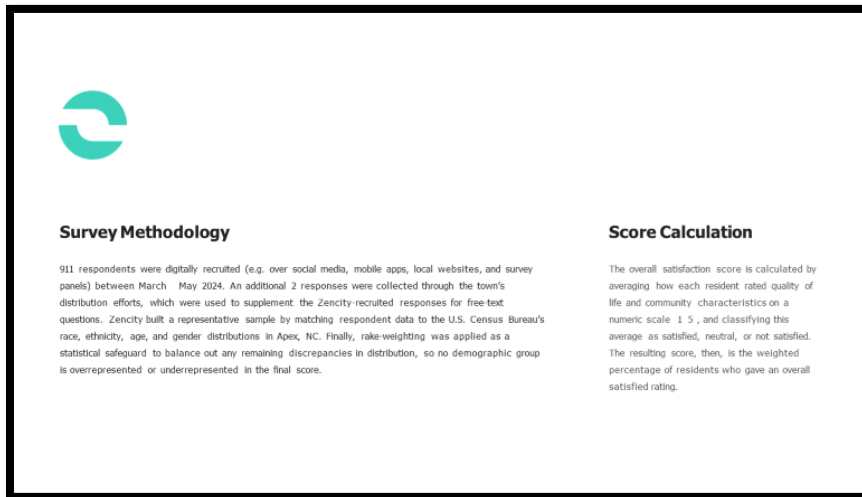
[SLIDE-1]



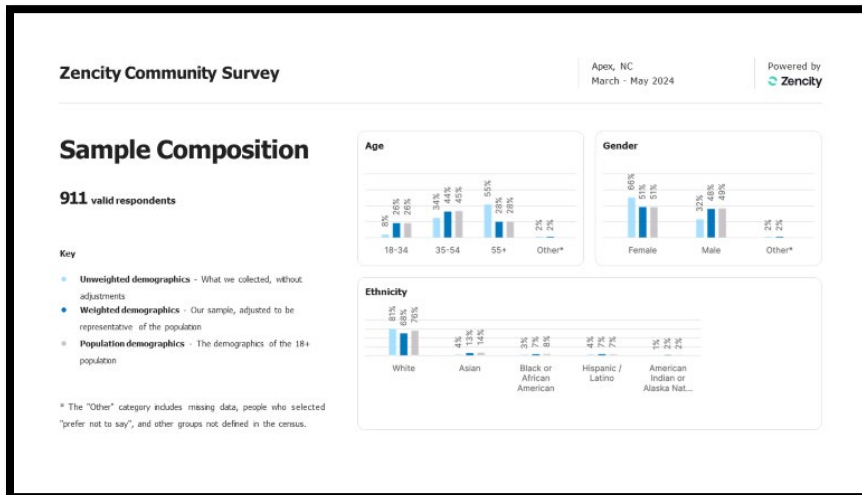
[SLIDE-2]



1 [SLIDE-3]



2
3 [SLIDE-4]



Councilmember Mahaffey asked if there was any information on the results of modality. He said he was curious how many were from Facebook.

Ms. Webber said that she thought they would have that breakdown but would have to go into the platform to look at that data. She said she could send him the breakdown of what platforms the data came from Councilmember Gantt if he was interested.

Councilmember Mahaffey said that he would want that.

Councilmember Zegerman asked how it is decided what responses are uses.

Ms. Webber said that all responses are used with the waiting a bit to make sure that they are getting a representative sample.

Councilmember Zegerman asked if that was a common methodology that is used for all surveys.

Ms. Webber said that is correct.

Councilmember Gantt said that here were changes from year to year. He asked if the baseline year had a similar number of respondents.

DRAFT MINUTES

Director Galloway said that the first pilot sample was last Fall but did not hit the representative numbers. She said that she would like to count this as their baseline data.

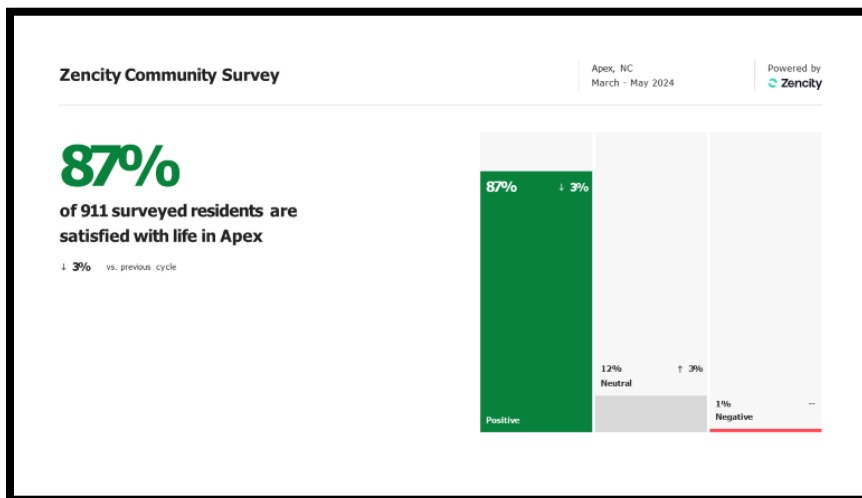
Councilmember Gantt asked if the changes next time may be more robust.

Director Galloway said, yes.

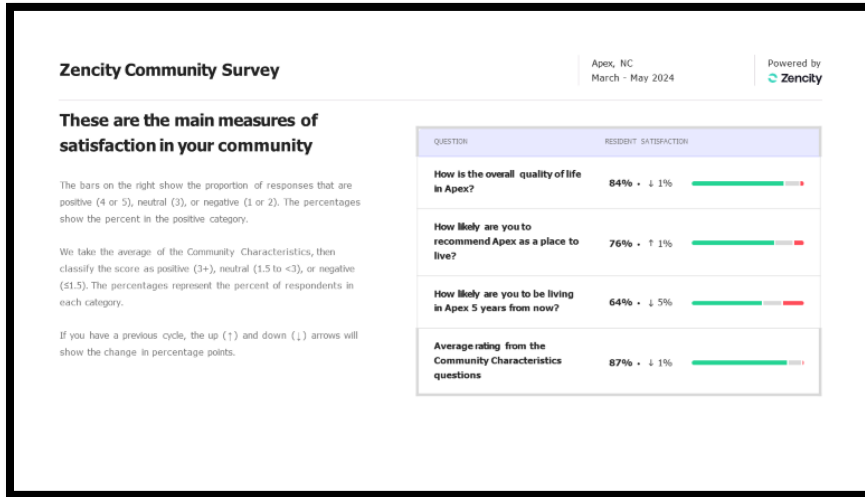
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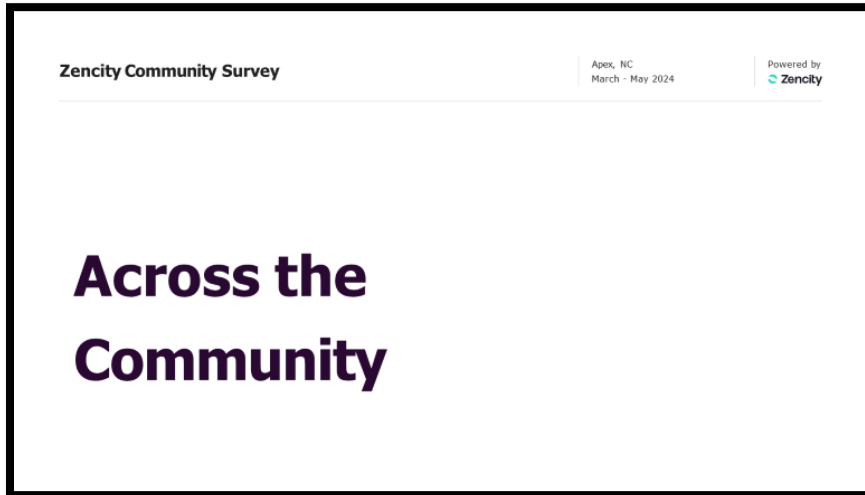
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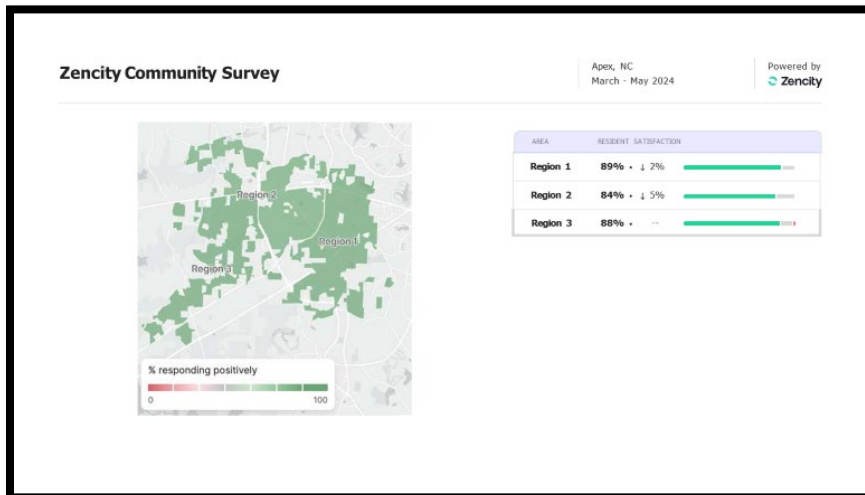
1 [SLIDE-7]



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3 [SLIDE-8]

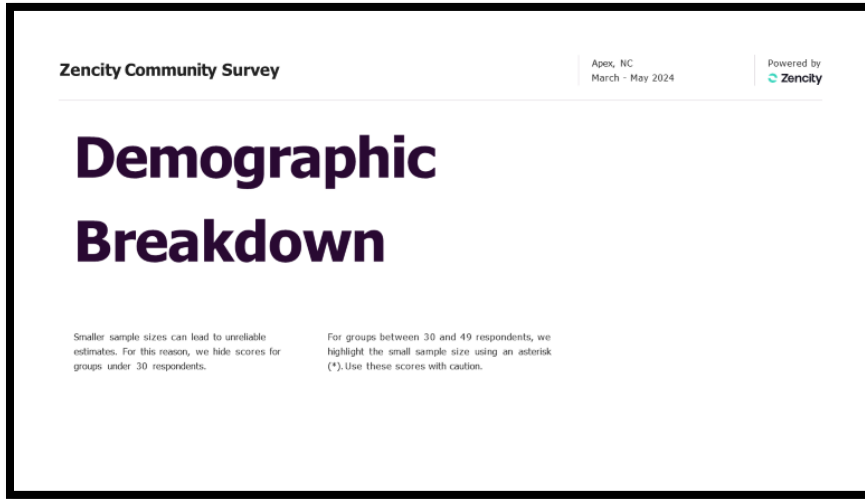


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5 [SLIDE-9]



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1 [SLIDE-10]



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3 [SLIDE-11]

DEMOGRAPHIC	GROUP	SCORE	N
Age	18-34	86%	76
Age	35-54	86%	309
Age	55+	90%	505
Education	High school degree or less	91%	54
Education	Some college or college degree	88%	599
Education	Higher education degree	85%	236
Ethnicity	Asian	95% *	37
Ethnicity	Black or African American	91% *	30

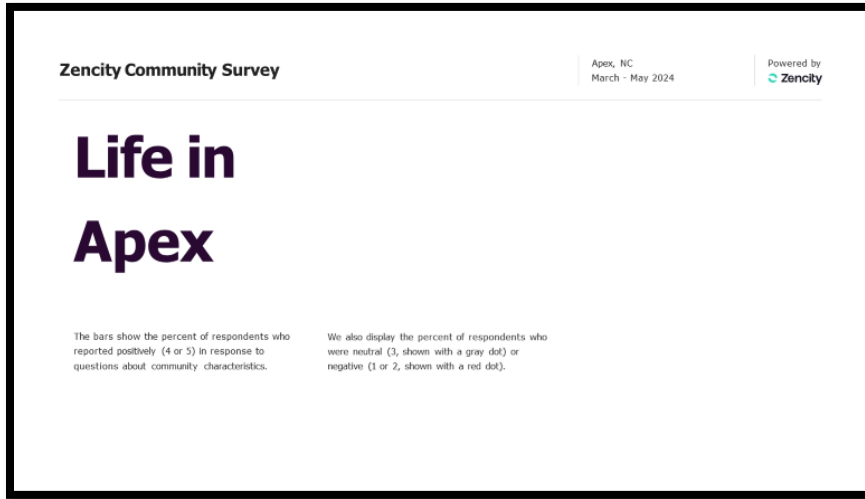
DEMOGRAPHIC	GROUP	SCORE	N
Ethnicity	Hispanic/Latino	79% *	39
Ethnicity	White	91%	739
Gender	Female	90%	601
Gender	Male	85%	295
Income	\$49,999 or less	89%	83
Income	\$50,000-\$149,999	90%	376
Income	\$150,000 or more	86%	278

4
5 **Councilmember Mahaffey** asked if it was typical trends in other communities, for
6 example the education and income levels being higher.

7 **Ms. Webber** said that it really wasn't typical. She said that there wasn't really a typical
8 demographic satisfaction between communities. She said that there are different variables
9 that can change any certain demographic group's satisfaction.

10 **Ms. Hoffman** said that there would be benchmarks later in the report that will validate
11 that the scores are good.

1 [SLIDE-12]



2
3 [SLIDE-13]



4
5 **Councilmember Zegerman** asked why some of these categories are involved and is
6 there a significance.

7 **Ms. Webber** said there is a change in both the positive score as well as the negative
8 score. She said that if there is a change of more than 5% they would be bolded.

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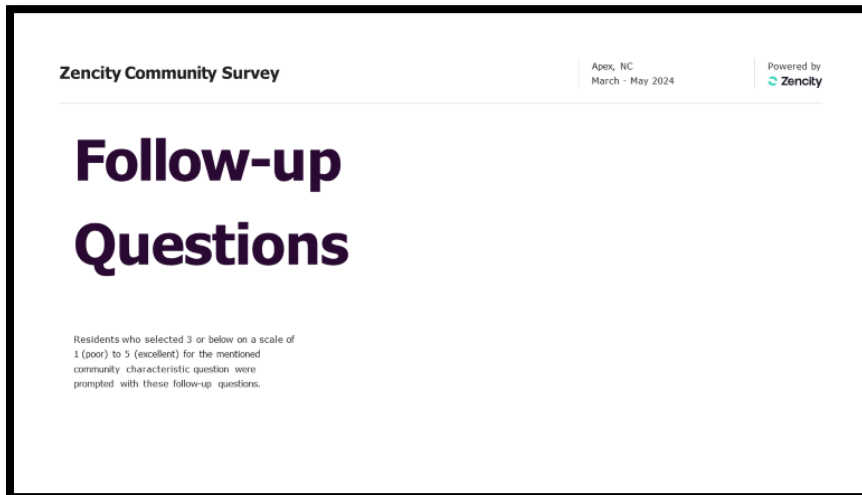
18

DRAFT MINUTES

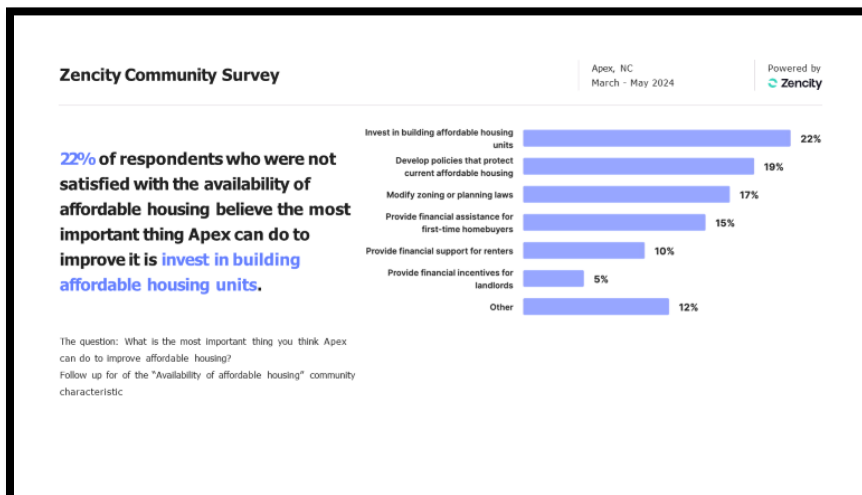
1 [SLIDE-14]



2
3 [SLIDE-15]



4
5 [SLIDE-16]

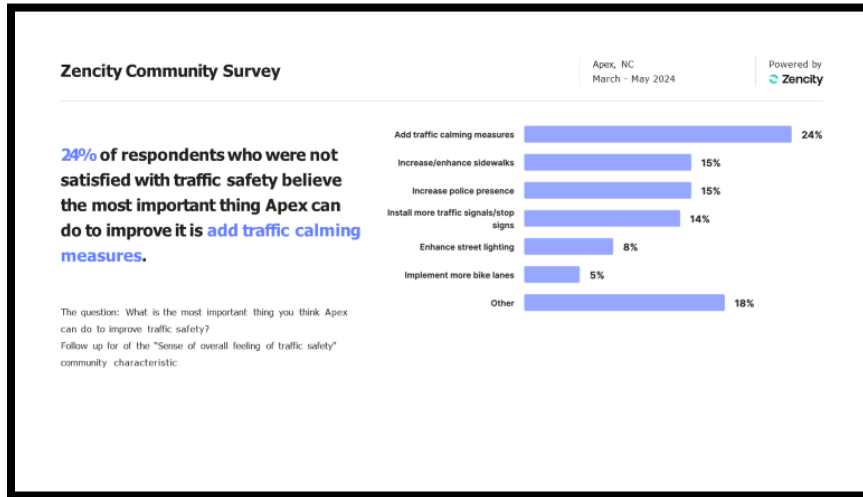


6

Councilmember Killingsworth asked if the "other" category was that a fill-in the blank.

Ms. Webber said that if people chose "other" then it opens an open text response. She said that those could be sent over if Council would like.

[SLIDE-17]



Councilmember Gantt said that people usually ask for speedbumps.

Councilmember Mahaffey said he expected more on the bike lanes.

Councilmember Zegerman asked about roundabouts.

Mayor Pro Tempore Gray asked about other responses.

Ms. Webber said that "Other" responses were 18%. She said that she would work on the open text sent to Council.

Councilmember Gantt asked Council collectively what they thought about what citizens really meant by people are going to fast in neighborhood roads.

Mayor Pro Tempore Gray said that he sees it could be people are driving too fast generally and also it could be that there are too many people. He said he would like to know what is in the 18%.

Councilmember Gantt said that it is 18% of the 24% so it's not that representative of the people.

Councilmember Killingsworth said that possibly on the next survey to ask more specific questions.

Director Galloway said that there is a vision zero survey. She said that this is high level to get some data over time and see the trends and then is where we would focus more intentional efforts.

Mayor Pro Tempore Gray said that to question if this was within the ETJ or within the physical boundaries.

Director Galloway said she was not sure if it asked if the citizen was within corporate limit.

Ms. Webber said that at the beginning of the survey it is asked if the respondent lives in Apex and if they do not, they are diverted out of the survey.

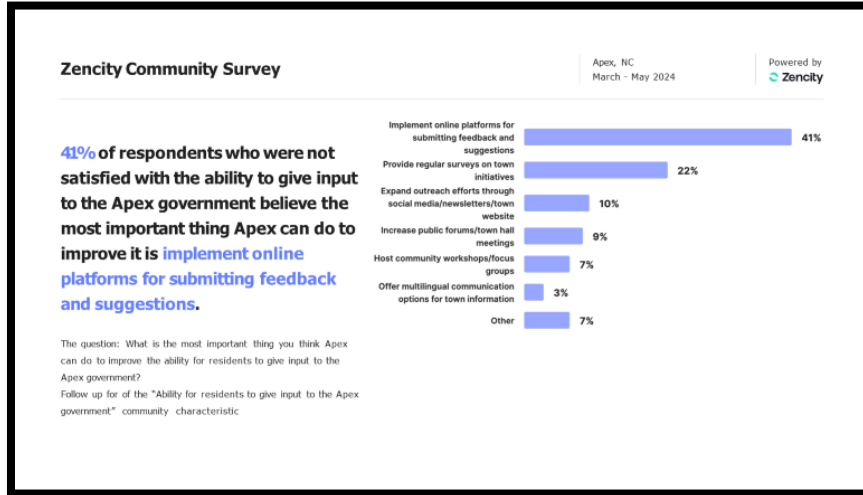
DRAFT MINUTES

1 **Ms. Hoffman** asked if it was zip code based on the demographics.

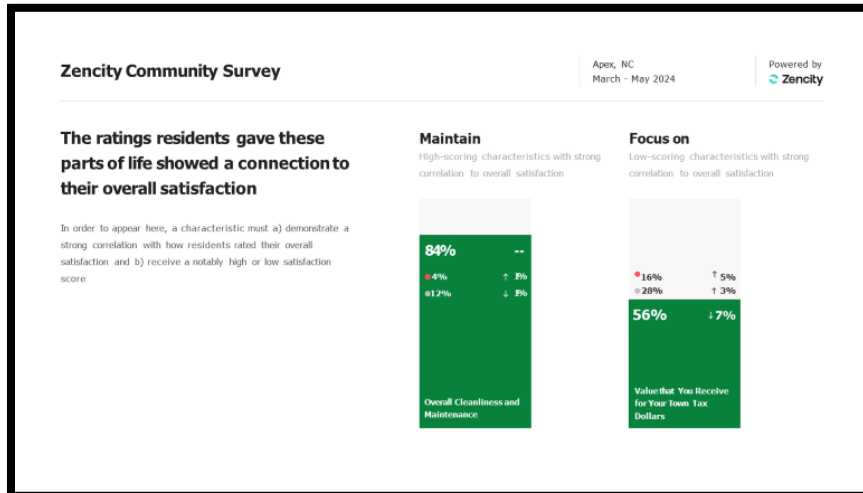
2 **Ms. Webber** said that the survey does ask for a zip code.

3 **Ms. Hoffman** said that the Town Council may want to look at the lowest score and
4 that they may want to change the questions some in the next survey.

5 **[SLIDE-18]**



6 **[SLIDE-19]**



1 [SLIDE-20]



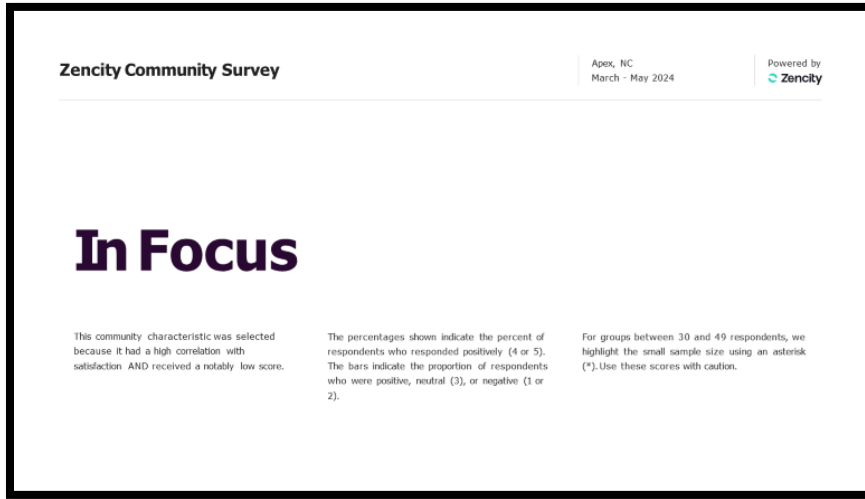
2
3 [SLIDE-21]



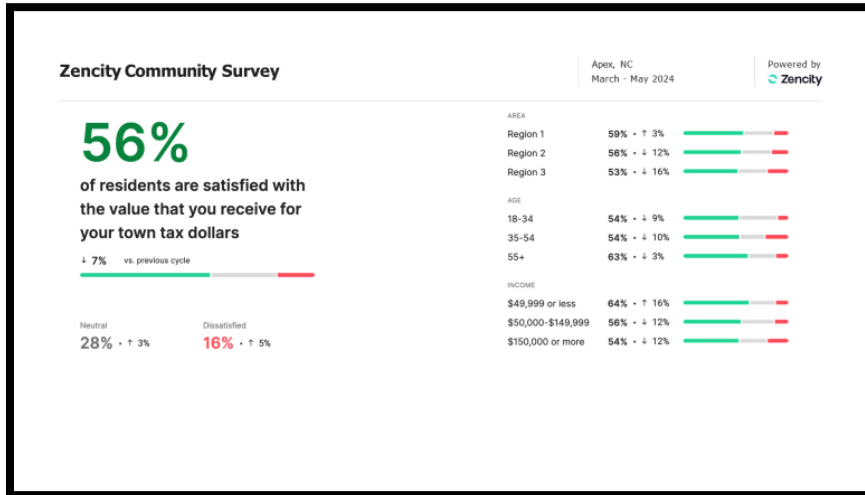
Councilmember Zegerman said that he could see that the younger age group being more sensitive to the littering and the overall Environmental Education.

Ms. Webber said that the survey does indicate that that age group is a bit more critical. She said that they would send a breakdown of how this survey and the national and some communities compare.

1 [SLIDE-22]



2
3 [SLIDE-23]



Councilmember Mahaffey aid that this was a question that people are going to be negative about. He said everyone likes to pay less taxes. He said that he was not surprised about these results.

Deputy Town Manager Purvis wasn't sure what high would be on this, but it would be good to see the comparison. He asked what a normal trend looks like. He said that when this survey was taken that there was a lot of tax rates were unknown.

Councilmember Zegerman said that over all he felt like the numbers were positive.

Mayor Pro Tempore Gray said that he wasn't sure if they were asking the right questions.

Councilmember Mahaffey said that this number is not the value that they want to get out of the survey.

Director Galloway asked if this was a benchmark question.

Ms. Webber said she would check.

DRAFT MINUTES

Director Galloway said that benchmark questions have to be phrased exactly the same to measure but some that were added because we had measured these before.

Deputy Town Manager Purvis said that is important what is communicated in the budget.

Ms. Hoffman said she was looking at the slide and that she did not think it was a benchmark question. She said that the Council can re-word the question as it is or use one of the custom questions that is available.

Ms. Webber said that it may be worth rephrasing the question.

Director Galloway said it had been asked because it had been asked in the previous surveys.

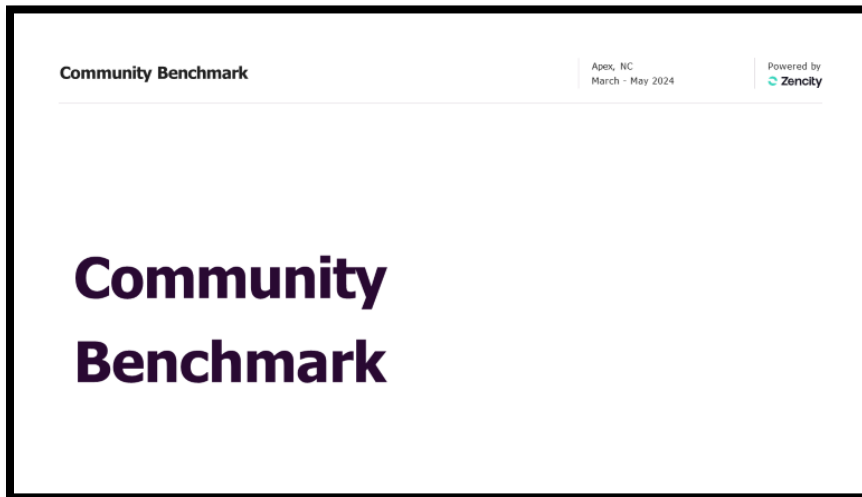
Councilmember Gantt said that part of the response was because it was done right after an election. He said that the timing matters.

Councilmember Mahaffey said he wanted to figure out how to make the data to be of value.

Ms. Webber said that there were ways to rephrase the question.

Councilmember Zegerman said he liked the frequency of the survey.

[SLIDE-24]



1 [SLIDE-25]

Community Benchmark

Apex, NC
March - May 2024

Powered by
Zencity

How we compare Apex, NC to other similar communities

Residents from more than 1,000 communities across the United States have participated in Zencity's Community Surveys. We use the combined results from these surveys to produce our benchmark estimates. By averaging across respondents from dozens or hundreds of different communities, it's possible to arrive at a picture of what the results for a "typical" community in that cohort look like. This offers a way to compare your results- particularly strengths and areas for improvement- within a greater context. Each community running a Community Survey with Zencity receives a customized community benchmark cohort that reflects its unique characteristics.

First, the cities, towns, and counties in the United States are allocated into cohorts using variables such as population size, geography, density, and demographics to group similar communities together. Then, each cohort's benchmarks are calculated using the same scoring methodology outlined in the Survey Methodology section. Finally, since recruitment methods can differ slightly according to the needs of each community, cohort benchmarks are adjusted accordingly to match the exact distribution of recruitment methods.

2
3 [SLIDE-26]

Community Benchmark

Apex, NC
March - May 2024

Powered by
Zencity

These are some of the communities represented in your cohort

Density is calculated by people per square mile of land area.
Diversity is measured by percentage of people who are not in the largest race or ethnicity group.
Median Income is the median annual dollars of income per household.

COMMUNITY NAME	TOTAL POP	DENSITY	DIVERSITY	MEDIAN INCOME (\$)
Apex, North Carolina	65,541	2,615	25.14%	\$129,688
Asheville, North Carolina	93,695	2,061	14.59%	\$63,810
Jacksonville, North Carolina	71,908	1,473	26.23%	\$50,185
Greenville, North Carolina	87,894	2,348	45.85%	\$47,485
Wilmington, North Carolina	116,933	2,275	21.43%	\$58,908
Cary, North Carolina	174,880	2,918	32.80%	\$125,317

The data displayed on this page was sourced from the U.S. Census Bureau's 2020 Census of Population and Housing.

+ more communities with similar characteristics

4
5 **Councilmember Zegerman** asked what the methodology with the cohort
6 comparisons were. He said that the comparisons were with communities far away and not
7 local like Holly Springs, Fuquay or Zebulon or Wake Forest.

8 **Ms. Webber** said that the comparisons were with communities with similarities.

9 **Councilmember Zegerman** asked if they could get a complete list of the cohorts.

10 **Ms. Webber** said yes.

11 **Director Galloway** said that the names in the comparison were just a few of the
12 cohorts. She asked Ms. Webber to provide the list of cohorts if that list is available.

13 **Ms. Webber** said she would talk with her team to see what is available.

14 **Councilmember Zegerman** asked if there was a smaller cohort that Apex can be
15 compared to.

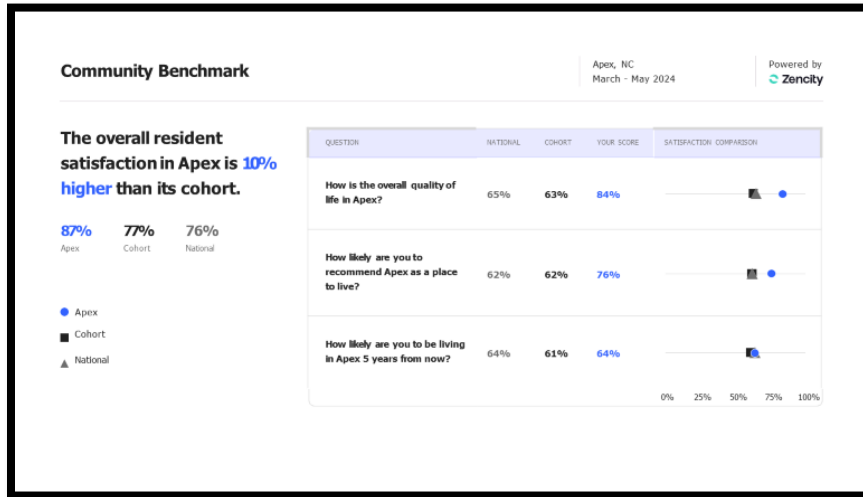
16 **Ms. Webber** said that she would check with her team to get a list of the full cohorts
17 and see if this list can be updated.

DRAFT MINUTES

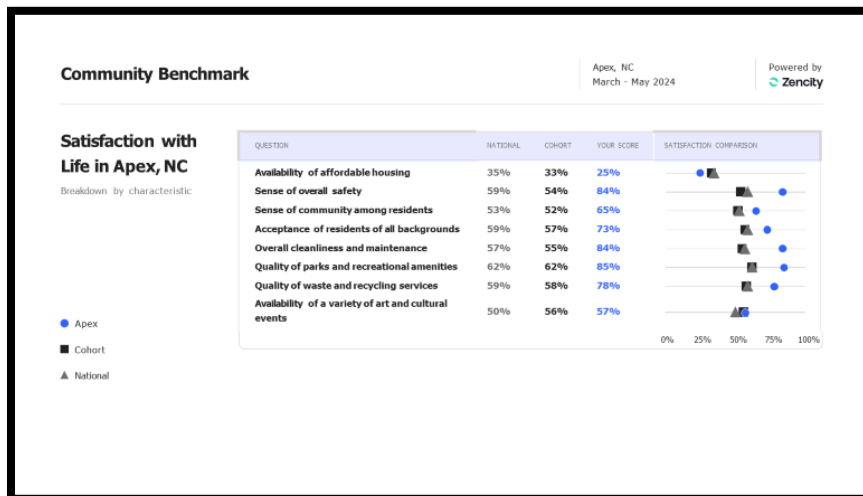
Councilmember Gantt said that switching out Jacksonville and Greenville for the suburbs of major cities in the Southeast. He asked if the Departments had seen this.

Director Galloway said that they were just given it this morning.

[SLIDE-27]



[SLIDE-28]



Councilmember Gantt said that Parks and Wreck Facilities were much higher than Cultural Arts and that he was pretty sure that they spend 80% on Parks and Rec and 20% if not less on Cultural Arts and that maybe this is showing this in this survey.

Ms. Webber said that it was important to note that it is still higher in the cohort and the national benchmarks.

Councilmember Zegerman asked what people are reacting to.

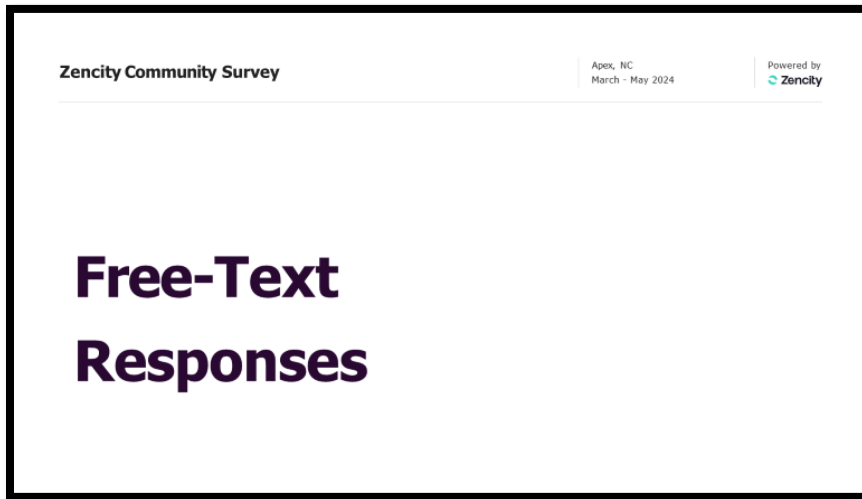
Councilmember Gantt said that it could be that Cary has the nice theatre downtown. He said they may just be looking around and comparing.

Councilmember Mahaffey said that this would be worth looking at.

Ms. Webber said all of these would be good to add to the survey in the next cycle.

DRAFT MINUTES

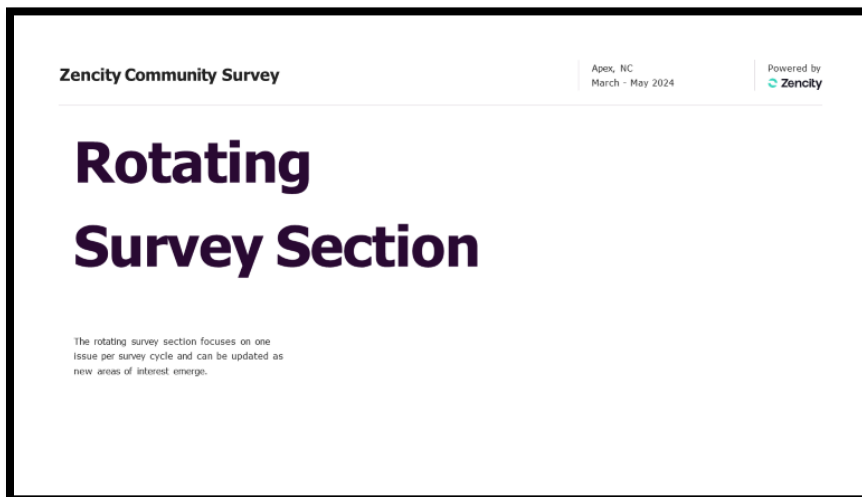
1 [SLIDE-29]



2 [SLIDE-30]

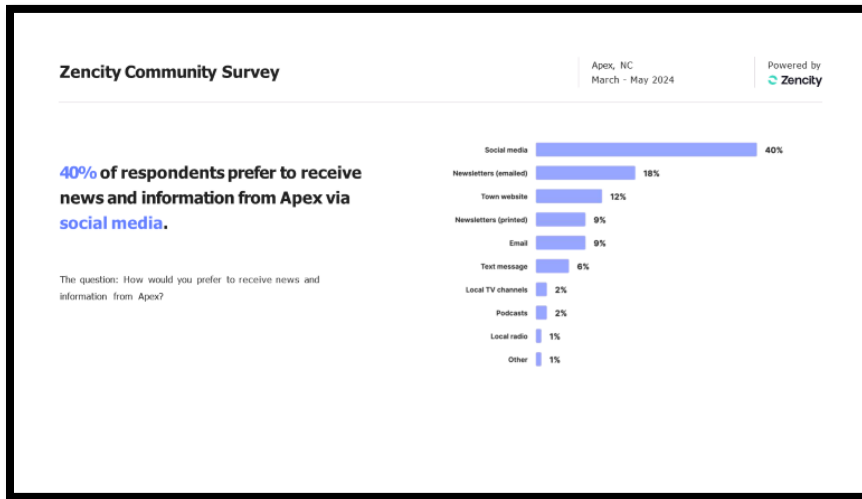


4 [SLIDE-31]

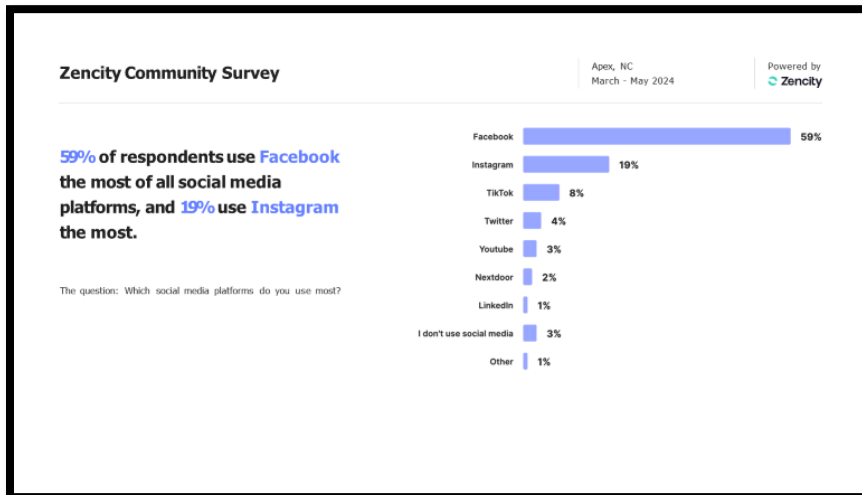


DRAFT MINUTES

1 [SLIDE-32]



2 [SLIDE-33]

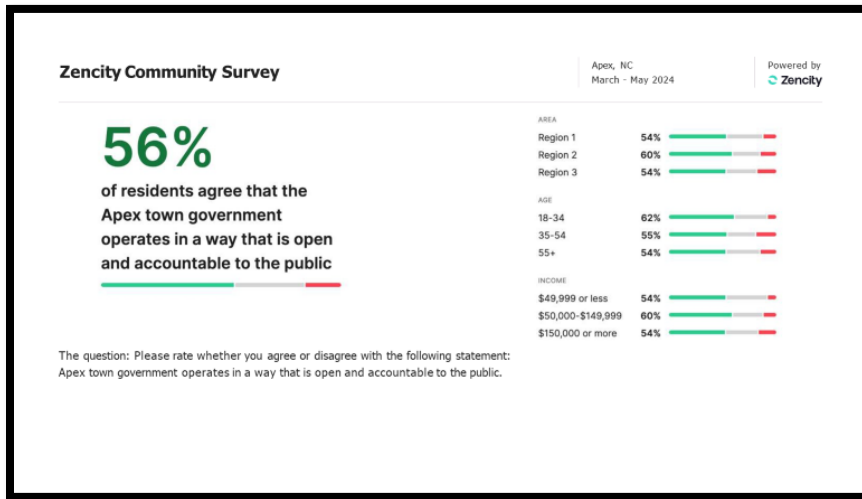


Councilmember Gantt said he would like to see the contrast with the source of the response.

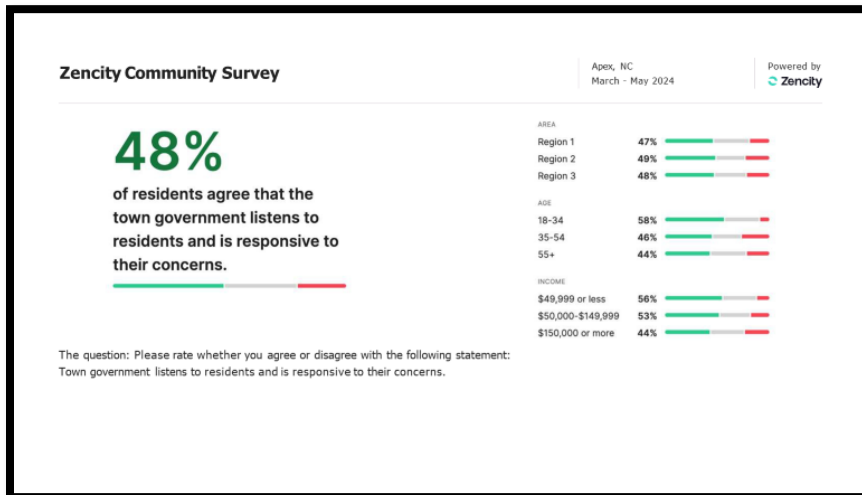
Ms. Webber said that she would look to see if there is any correlation.

Councilmember Gantt said that the information aligns the efforts with some of the information and the age breakdown.

1 [SLIDE-34]



2
3 [SLIDE-35]

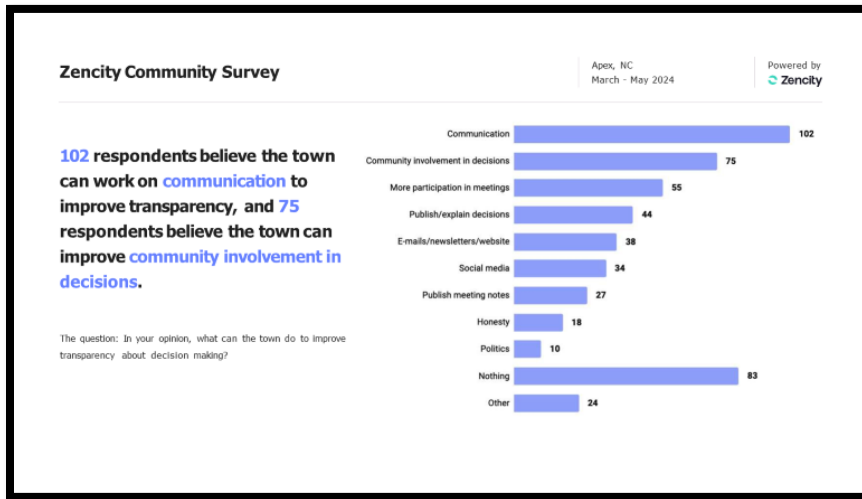


Councilmember Zegerman said that how the question was stated could have been answered as how well Council listens or how quickly the service is followed up.

Councilmember Gantt said it could be the same thing. He said he thinks this question is about growth and more about policy.

Ms. Webber said that if they wanted to ask about specific about resident requests, it could be done on the next survey.

1 [SLIDE-36]



3 **Councilmember Zegerman** asked if these were responses written in or were these
4 pre-worded questions.

5 **Ms. Webber** said this was an open text response. She said that it was a very
6 encouraging response. She said that they would get the full list of responses.

7
8 [SLIDE-37]



9
10 **Councilmember Zegerman** said that he wanted to be careful that they weren't
11 overloading the survey with lots of questions. He asked in what way could some of the
12 questions be supplemented.

13 **Director Galloway** said that Zencity has software to do a less formal survey. She
14 agreed that they should keep the survey shorter. She said that they would provide these
15 surveys every 6 months.

16 **Town Manager Vosburg** said that his concern that is if they are only putting
17 something up on Facebook then they are only getting 40% responses.

DRAFT MINUTES

1 **Councilmember Gantt** said this survey is twice a year. He asked if there was much
2 value to the one off.

3 **Councilmember Zegerman** said it was a pulse check. He suggested keeping the
4 online official survey and shortening two points and to use supplemental avenues to do a
5 pulse check. He said that he wanted to get a snap of the information and not wait six months
6 every time.

7 **Mayor Gilbert** said that he would like to get more ethnicity engagement.

8 **Ms. Webber** said that they work to get as many as possible. She said if there were
9 demographic groups they would keep that in mind for future campaigns.

10 **Director Galloway** said they are trying to diversify some strategies for different
11 demographics.

12 **Ms. Hoffman** said that Zencity does have an online community engagement tool that
13 allows to promote educational content or feedback. She gave several options for diverse
14 outreach in the community.

15 **Deputy Town Manager Purvis** said that they were building a Community
16 Engagement team.

17 **Councilmember Gantt** asked what the staff plan for improvement is.

18 **Town Manager Vosburg** said that they are not surprised in the survey results. He said
19 that Council is budgeting money where some of these gaps are. He said that there needs to
20 be strategies on being more transparent.

21 **Councilmember Killingsworth** said moving the survey slightly during Festival Season
22 so that there can be more in person engagement to have people complete the survey
23 possibly on iPad or devices.

24 **Director Galloway** said that surveys completed on an iPad would not be counted in
25 the survey.

26 **Ms. Webber** said that this was because those surveys tend to be biased and there is
27 no way to weight the questions in the way that the online survey panels are done.

28 **Councilmember Mahaffey** said that they have other ways to do follow ups.

29 **Director Galloway** said that she wanted to point out that things we can do to improve
30 transparency and communicate more were scored fairly low, but with honesty and politics
31 being low on the list was very encouraging because that is harder to build back up than it is
32 to increase the frequency of our communications.

33 **Councilmember Killingsworth** said that even adjusting Council meeting times, we
34 will not satisfy everyone.

35 **Ms. Hoffman** thanked the Council for all the feedback received. She said she was
36 honored to be a part of this.

37 **Councilmember Zegerman** asked if future presentations would be a part of the
38 Council meetings for the sake of transparency.

1 [SLIDE-38]

Zencity Community Survey

Apex, NC
March - May 2024

Powered by
Zencity

Section 1
General
Satisfaction

QUESTIONS	CHOICES
How is the overall quality of life in Apex? *	1 - 5 Scale (Poor - Excellent)
How likely are you to recommend Apex as a place to live? *	1 - 5 Scale (Very unlikely - Very likely)
How likely are you to be living in Apex 5 years from now? *	1 - 5 Scale (Very unlikely - Very likely)

2
3 [SLIDE-39]

Zencity Community Survey

Apex, NC
March - May 2024

Powered by
Zencity

Section 2
Community
Characteristics

QUESTIONS	QUESTIONS
Sense of community among residents	Sense of overall safety
Acceptance of residents of all backgrounds	Quality of waste and recycling services
Ability of residents to give input to the Apex government	Quality of parks and recreational amenities
Sense of transparency in town government	Availability of a variety of art and cultural events
Overall quality of services provided by Apex	Quality of your experience in downtown Apex
Overall satisfaction of customer service from town employees	Availability of affordable housing options that meet your needs
Overall cleanliness and maintenance	Quality of utility services provided by the town
Sense of overall feeling of traffic safety	Value that you receive for your town tax dollars

4
5 [SLIDE-40]

Zencity Community Survey

Apex, NC
March - May 2024

Powered by
Zencity

Section 3
Rotating
Survey Section

QUESTIONS	CHOICES
How would you prefer to receive news and information from Apex?	Social media / Podcasts / Newsletters (printed) / Newsletters (emailed) / Town website / Text message / Email / Local radio / Local TV channels / Other
Which social media platforms do you use most?	Facebook / Instagram / TikTok / Twitter / LinkedIn / Youtube / Nextdoor / I don't use social media / Other
Apex town government operates in a way that is open and accountable to the public.	Scale (Strongly disagree - Strongly agree)
Town government listens to residents and is responsive to their concerns.	Scale (Strongly disagree - Strongly agree)
In your opinion, what can the town do to improve transparency about decision making?	Open Ended


6

DRAFT MINUTES

1 [SLIDE-41]

Zencity Community Survey

Apex, NC
March - May 2024

Powered by



Section 4
**Follow-Up
Questions**

QUESTIONS	CHOICES
What is the most important thing you think Apex can do to improve affordable housing?	Modify zoning or planning laws / Provide financial support for renters / Provide financial incentives for landlords / Develop policies that protect current affordable housing / Provide financial assistance for first-time homebuyers / Invest in building affordable housing units / Other
What is the most important thing you think Apex can do to improve the ability for residents to give input to the Apex government?	Increase public forums/town hall meetings / Implement online platforms for submitting feedback and suggestions / Provide regular surveys on town initiatives / Other multilingual communication options for town information / Expand outreach efforts through social media/newsletters/town website / Host community workshops/focus groups / Other
What is the most important thing you think Apex can do to improve traffic safety?	Add traffic calming measures / Install more traffic signals/stop signs / Increase/enhance sidewalks / Enhance street lighting / Implement more bike lanes / Increase police presence / Other
What is the #1 thing you think the Apex government does well?	Open Ended

2 3 [SLIDE-42]

Zencity Community Survey

Apex, NC
March - May 2024

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
Section 4
**Follow-Up
Questions**

QUESTIONS	CHOICES
What is the #1 thing you think the Apex government could do to improve its services?	Open Ended

4 5 [SLIDE-43]

Zencity Community Survey

Apex, NC
March - May 2024

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Section 5
Demographics

QUESTIONS	CHOICES
In what year were you born? *	Open Ended
Which of the following do you identify as? *	Male / Female / Prefer to self-describe
Please state the gender you identify as.	Open Ended
Which one of these statements best describes your current employment status? *	Full time employed / Part-time employed / Unemployed / Student / Apprentice/intern / In retirement or early retirement / Permanently disabled / Fulfilling domestic tasks or looking after children/family / Prefer not to say / Other
I currently work:	In Apex / Out of Apex, but in Wake County / Out of Wake County / Prefer not to say / Other
Are you of Hispanic, Latino, or Spanish origin? *	Yes / No / Prefer not to say
What is your race? *	White / Black or African American / American Indian or Alaska Native / Asian / Native Hawaiian, Samoan, Chamorro, or other Pacific Islander / Prefer not to say / Other

6

DRAFT MINUTES

[SLIDE-44]

Zencity Community Survey

Apex, NC
March - May 2024

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Zencity

Section 4
Demographics

QUESTIONS	CHOICES
Is your home: *	Owned by you or someone in your household, with or without a mortgage or loan? / Rented? / Occupied without payment of rent? / Prefer not to say
What is the highest level of school you have completed or the highest degree you have received? *	Less than a high school diploma / High school graduate or GED / Some college but no degree / Associate degree in college / Bachelor's degree (for example: BA, AB, BS) / Master's degree (for example: MA, MS, MBA) / Professional School Degree (for example: MD, DDS, DVM, LLB, JD) / Doctorate degree (for example: PhD, EdD) / Prefer not to say
What is your marital status? *	Single / Married or partnered / Divorced or separated / Widowed / Prefer not to say
Do any children under the age of 18 live in your household at least half of the time? *	Yes / No / Prefer not to say
What is the primary language spoken in your home? *	English / Spanish / Telugu / Mandarin / Hindi / Other
Which category best represents your household's total income over the past year? *	\$14,999 or less / \$15,000-\$29,999 / \$30,000-\$49,999 / \$50,000-\$74,999 / \$75,000-\$99,999 / \$100,000-\$124,999 / \$125,000-\$149,999 / \$150,000-\$199,999 / \$200,000-\$299,999 / \$300,000 or more / Prefer not to say

[SLIDE-45]



[ADJOURNEMENT]

Mayor Gilbert adjourned the meeting at **4:23 p.m.**

Jacques K. Gilbert
Apex, Mayor

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

Submitted for approval by Apex Town Clerk Allen Coleman

Minutes approved on _____ of _____, 2024.

DRAFT MINUTES

**TOWN OF APEX
REGULAR TOWN COUNCIL MEETING
TUESDAY, JUNE 25, 2024
6:00 PM**

The Apex Town Council met for a Regular Town Council Meeting on Tuesday, June 25th, 2024 at 6:00 PM in the Council Chambers at Apex Town Hall, located at 73 Hunter Street in Apex, North Carolina.

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

<https://www.youtube.com/watch?v=5xwFExiK0Ok&t=1521s>

[ATTENDANCE]

Elected Body

Mayor Jacques K. Gilbert (presiding)

Mayor Pro Tempore Ed Gray

Councilmember Audra Killingsworth

Councilmember Arno Zegerman (*arrived late; see note below*)

Councilmember Brett Gantt

Absent: Councilmember Terry Mahaffey

Town Staff

Town Manager Randy Vosburg

Deputy Town Manager Shawn Purvis

Assistant Town Manager Marty Stone

Town Attorney Laurie Hohe

Town Clerk Allen Coleman

Deputy Town Clerk Ashley Gentry

All other staff members will be identified appropriately below

[COMMENCEMENT]

Mayor Gilbert called the meeting to order and welcomed all who were in attendance and watching. He said Councilmember Zegerman would be joining the meeting shortly, and noted that Council was dressed down in a tropical Hawaiian shirt summer theme.

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

[CONSENT AGENDA]

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

VOTE: UNANIMOUS (3-0), with Councilmember Zegerman and Councilmember Mahaffey absent.

CN1 2024 Town Council Meeting Calendar - Amendment No. 2 (REF: OTHER-2024-081)

Council voted to amend the 2024 Town Council Meeting Calendar.

CN2 Agreement Amendment No. 2 - Wake County Community Development Block Grant (CDBG) Contract - GoApex - July 1, 2024 through June 30, 2025 (REF: CONT-2024-159)

Council voted to approve Amendment No. 2 to extend the existing contract between the Town of Apex and Wake County, effective until June 30, 2025, for the GoApex Community Development Block Grant (CDBG) Bus Stops Improvement and Sidewalk Project, and to authorize the Town Manager, or their designee, to sign on behalf of the Town.

CN3 Agreement/Grant Award - United in Arts Council of Wake County - Arts for Towns Program - \$5,000 (REF: CONT-2024-160)

Council voted to award the United "Arts for Towns" Grant Agreement between United Arts of Council of Raleigh and Wake County, Inc and Town of Apex, effective July 1, 2024 through June 30, 2025, for a \$5000 grant that will fund Monica Linares painting workshops at The Halle Cultural Arts Center, and authorize the Town Manager, or their designee, to execute on behalf of the Town.

CN4 Agreement Renewal - Fleet Management Information Software (FMIS) - July 1, 2024 through June 30, 2026 (REF: CONT-2024-161)

Council voted to approve an Agreement Amendment No. 2 between Fleetio and Town of Apex, to renew terms and annual subscription costs for the modern fleet management software system, effective July 1, 2024 through June 30, 2026, and to authorize the Town Manager, or their designee, to execute on behalf of the Town.

CN5 Apex Cares Homeowner Rehabilitation Program Revisions (REF: PLCY-2024-006)

Council voted to approve modifications to the Apex Cares Homeowner Rehabilitation Program to increase the maximum assistance provided and establish three (3) additional rehabilitation assistance types and one (1) program to assist persons experiencing homelessness under the Apex Cares umbrella of programs.

CN6 Appointments - Housing Advisory Board (HAB)

DRAFT MINUTES

Council voted to appoint Patricia Birch to the Apex Housing Advisory Board (HAB) for a partial term, effective June 26, 2024 through October 31, 2024. This partial term was created by Valeria Cesanelli, Position No. HAB-2021-003.

CN7 Appointments - Planning Board

Council voted to appoint Jeff Hastings to the Voting, Wake County Non-Extra-Territorial Jurisdiction (ETJ) and Non-Corporate Limits Position on Apex Planning Board for a partial term, effective June 26, 2024 through December 31, 2024. This partial term was created by Ryan Akers, Position No. PB-005.

CN8 Appointments - Public Art Committee - Chair/Vice-Chair

Council voted to confirm the following leadership position(s) on the Public Art Committee (PAC) for fiscal year 2024-2025:

Tom Colwell, Chair of the Public Art Committee (PAC)

Sean Durham, Vice-Chair of the Public Art Committee (PAC)

CN9 Appointments - Public Art Committee

Council voted to reappoint Mr. Tom Colwell to the Public Art Committee (PAC) for a three-year (3) term expiring June 30, 2027.

Council voted to reappoint Ms. Bethany Bryant to the Public Art Committee (PAC) for a three-year (3) term expiring June 30, 2027.

CN10 Budget Ordinance Amendment No. 18 and Capital Project Ordinance

Amendment No. 2024-22 - Year-End Budget and Capital Project Transfers (REF: ORD-2024-050 AND ORD-2024-051)

Council voted to approve Budget Ordinance Amendment 18 and corresponding Capital Project Ordinance Amendment 2024-22 transferring allocations from operating funds to respective Debt Service Funds and Capital Project Funds.

CN11 Contract Multi-Year - Cameron Testing Services, Inc. - Required New

Development E-Coli Water Quality Testing - July 1, 2024 through June 30, 2024 (CONT-2024-162)

Council voted to approve a Master Services Agreement (MSA) between Cameron Testing Services, Inc. and the Town of Apex, effective July 1, 2024 through June 30, 2027, to perform required Total Coliform and E. Coli water quality testing on new development, and to authorize the Town Manager, or their designee, to execute on behalf of the Town.

CN12 Contract Multi-Year - Pace Analytical Services, LLC - Required Quarterly

Disinfection Byproducts and Lead and Copper Analysis - July 1, 2024 through June 30, 2027 (REF: CONT-2024-163)

Council voted to approve a Standard Services Agreement (SSA) between Pace Analytical Services, LLC., and Town of Apex, effective July 1, 2024 through June 30, 2027, for a required analysis to collect quarterly water samples for Disinfection Byproducts and Lead and Copper, and to authorize the Town Manager, or their designee, to execute on behalf of the Town.

CN13 Council Meeting Minutes - Various

DRAFT MINUTES

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

January 10, 2023 - Town Council Meeting Minutes Revised

May 28, 2024 - Town Council Meeting Minutes

CN14 Human Resources (HR) Policy Revisions - Town's Personnel Policies (PLCY-2024-007)

Council voted to approve revisions to the Town's Personnel Policy Manual to include the removal of the Additional Sick Leave policy and update to the Vacation Accrual policy

CN15 Ordinance Amendment - Chapter 20 Traffic - Article V. Traffic Control Devices - Traffic Schedules I & II, Stop & Yield - Annual Updates (REF: ORD-2024-052)

Council voted to approve an Ordinance Amendment to Traffic Schedule I and Traffic Schedule II of the Town of Apex Code of Ordinances in accordance with the provisions of Sections 20-60.1, 20-68, 20-69, and 20-70.

CN16 Ordinance Amendment - Chapter 20 Traffic - Article VIII. Parking - Section 165(a) Blazing Trail Dr & Parkside at Bella Casa On-Street Parking Restrictions (REF: ORD-2024-053)

Council voted to approve an Ordinance amending Section 20-165(a) with removal of the references to the Knollwood and Brookfield Subdivisions and replacement with a reference to the current list of streets in subsections (1) through (14), and the addition of subsections (15) through (20) applying to six (6) additional streets in the Ananda and Parkside at Bella Casa subdivisions where parking will be prohibited on school days between the hours of 10:00 a.m. to 2:00 p.m.

CN17 Pay and Classification Plan - Fiscal Year 2024-2025 (REF: PLCY-2024-008)

Council voted to approve the Fiscal Year 2024-2025 Pay Grades and Salary Ranges for the Town's Pay and Classification Plan.

CN18 Resolution - Abandon Existing Public Utility Easements - Old Mill Village (REF: RES-2024-042)

Council voted to approve a resolution titled "Resolution to Abandon Portion of Existing Public Utility Easement" which will abandon areas shown on the attached exhibit at the North Carolina II LP property (Old Mill Village).

CN19 Resolution - Authorizing Execution of Kroger Opioid Settlement and Second Supplemental Agreement for Additional Funds (REF: RES-2024-043 AND CONT-2024-164)

Council voted to approve a Resolution authorizing execution of Kroger opioid settlement and approving the second supplemental agreement for additional funds.

[PRESENTATIONS]

PR1 Proclamation - Parks and Recreation Month - July 2024 (REF: PRO-2024-022)

DRAFT MINUTES

1 **Mayor Gilbert**, along with the rest of Town Council, read the Parks and Recreation
2 Month Proclamation. He invited the Parks and Recreation staff to accept the proclamation
3 and take a picture.
4

5 [REGULAR MEETING AGENDA] 6

7 **Mayor Gilbert** set the Regular Agenda and asked if there were any recommendation
8 meeting changes at this time.

9 **Councilmember Gantt** noted that several public hearing items that were originally
10 scheduled were being moved, as detailed in the agenda.

11 **Mayor Gilbert** said yes, and he would explain in more detail when they reached those
12 items.
13

14 A **motion** was made by **Councilmember Gantt**, seconded by **Mayor Pro Tempore**
15 **Gray**, to approve the Regular Meeting Agenda, with the continuation of Public Hearings 1
16 through 7 to the June 27th, 2024 Special Town Council Meeting (*See Clerk's Note Under*
17 *Public Hearing*).
18

19 **VOTE: UNANIMOUS (3-0), with Councilmember Zegerman and Councilmember**
20 **Mahaffey absent.**
21

22 **[PUBLIC FORUM] (NOTE: To view Public Forum and Public Hearing Sign-in Sheets, see**
23 **OTHER-2024-083)**
24

25 **Mayor Gilbert** opened up the Public Forum and invited the first speaker up.
26

27 First to speak was **Beth Bland** of 3724 Friendship Road:
28

29 "I'm still around, haven't been here in the last month or so, had senior graduation, lots of
30 sports, but I'm back, still around. I'm still wanting to discuss the Big Branch Force Main. Tom
31 and I are advocating for it to get moved to the south side. There's been lots of discussions
32 with NCDOT, Duke Energy, and the Town of Apex, Mike Deaton, I think everyone's on board
33 with trying to get this to happen. It makes a lot of sense and I think it should happen. So, I
34 also want to just do some bullet points just for our property so that you understand how it
35 affects us. We have one of the smaller properties that the force main is going to go through.
36 There is five acres. The Force main will take an acre, 20%. It's going to render our pasture
37 unusable and it's going to take every tree out of the pasture that we have. So, we have had an
38 arborist come and evaluate the trees that are going to be coming down and the appraiser
39 from the Town of Apex was out last week to look at it and he had comments about the trees
40 also, the size of them, the maturity of them, but we have 11 loblolly pines, one red oak, two
41 red maples, two white oaks, a hickory tree, and there are 45 eastern red cedar that Tom
42 planted when he built the house that are in the pasture that'll all come down and right now

DRAFT MINUTES

1 there's a redheaded woodpecker in there that lives, and there's numerous other birds. I can't
2 tell you all the birds we have on our property, and we also have a pair of fawns that momma
3 deer decided to be on our property, all this is going to disturb the wildlife that's there and I
4 can't even tell you, we are right on US1 and the noise when these trees come down, it's just
5 going to expose us even more. It will also expose us to Friendship Road and the traffic that's
6 going on there. So, there has not been one of you that have come out to the property to see
7 it, to understand why we're fighting so hard to make this happen. The force main will also
8 have air release valves on our property, so give me 30 seconds and I just want to make sure
9 that you understand our position and what this means to us and our livelihood and where we
10 live and how we live. It's going to disrupt us greatly. So, let's get this together and let's move
11 it to the other side. It's possible, it makes a lot of sense. Thank you."

12
13 **Mayor Gilbert** thanked Ms. Bland and called the next speaker.

14
15 Next speaker was **Phil Welch** of 1471 Big Leaf Loop Road:

16 "My name is Phil Welch. I live at 1471 Big Leaf Loop in Apex and I believe that everyone
17 deserves a safe, affordable home. I know this is a little bit out of order, but I wanted to
18 express some appreciation for the revisions to the Apex Cares Program and specifically to the
19 Housing Program staff for expanding the scope and the budget of the Apex Cares Program.
20 They split out specific subprograms for urgent repairs, for removing architectural barriers to
21 accommodate residents' accessibility needs, and provide weatherization upgrades. They're
22 now including owners of manufactured homes and rental units and specific instances, they're
23 increasing the project budget limits to reflect the recent increases in construction costs and
24 importantly to me, they provide the proposed revisions to the Housing Advisory Board with
25 plenty of time for us to take a look at that and have a good discussion at our June 4th meeting.
26 As a result, the board was able to discuss the revisions, relate them to other programs that
27 the members were familiar with, decide whether any further tweaks might be needed, and
28 then we voted unanimously to accept the revisions and send them to y'all today for approval.
29 So, just to put a little context around this, much of the Housing Advisory Board's work
30 focused during the last couple of years on providing incentives for builders to include
31 affordable housing in their new developments. I believe preserving and improving our
32 existing naturally occurring affordable homes are just as important. With median prices of
33 homes approaching \$600,000 around here, it's more cost-effective to spend up to \$40,000 to
34 repair an existing naturally occurring affordable home than to spend upwards of \$100,000 to
35 acquire a developable lot or pay \$400,000 or more to build a new home. I look forward to
36 hearing how the revised Apex Cares Program is doing an even more effective job at keeping
37 our more vulnerable residents housed, and I thank you for approving the revisions. Thank
38 you."

39 **Mayor Gilbert** thanked Mr. Welch.

DRAFT MINUTES

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

3 4 **[PUBLIC HEARINGS]**

5
6 ***CLERK'S NOTE:** *The public hearing resolutions associated with each of the below items*
7 *were approved on June 11 and scheduled for June 25, 2024. Proper public notice was*
8 *not provided in sufficient time in accordance with North Carolina General Statutes §*
9 *160A-58.2, therefore, these items are scheduled for consideration at special meeting*
10 *scheduled for June 27, 2024 at 4:30 PM. Only the items denoted below in a red*
11 *asterisk are being delayed.*
12

13 **Mayor Gilbert** noted that Public Hearings 1 - 7 would be held on Thursday, July 27th
14 at 4:30 p.m. in the Council Chambers.
15
16

17 **PH1* Annexation No. 780 - 7019 Roberts Road (Roberts Crossing Phase 2) - 11.42**
18 **acres**

19 *Dianne Khin, Director, Planning Department*

20 **PH2* Annexation No. 781 - 0 Dezola Street (Horton Road Amenity Parcel) - 3.95**
21 **acres**

22 *Dianne Khin, Director, Planning Department*

23 **PH3* Annexation No. 782 - Townes on Tingen - 2.4938 acres**

24 *Dianne Khin, Director, Planning Department*

25 **PH4* Annexation No. 784 - 1717 and 1713 Holt Road - 1.882 acres**

26 *Dianne Khin, Director, Planning Department*

27 **PH5* Annexation No. 786 - Tobacco Road Place (FKA: Beauregard Place) - 3.34 acres**

28 *Dianne Khin, Director, Planning Department*

29 **PH6* Annexation No. 783 - Castleberry Reserve - 0.672 acres**

30 *June Cowles, Senior Planner, Planning Department*

31 **AND**

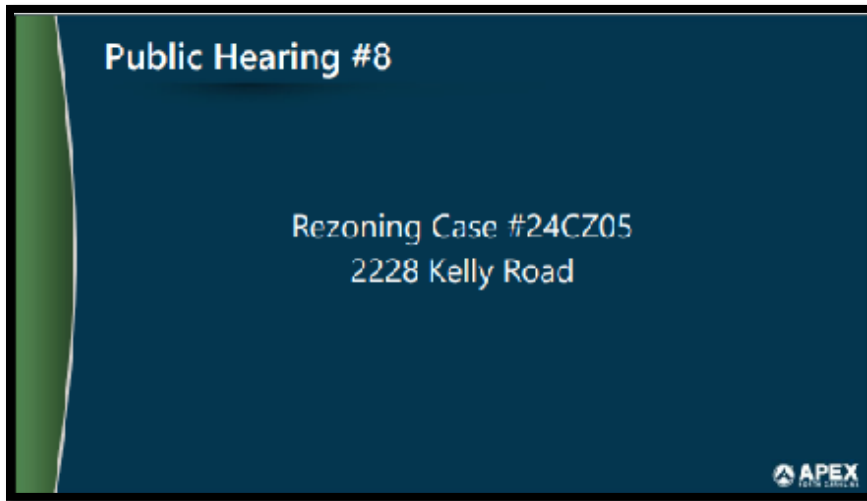
32 **PH7* Rezoning Case No. 24CZ09 - Castleberry Reserve PUD Amendment**

33 *June Cowles, Senior Planner, Planning Department*

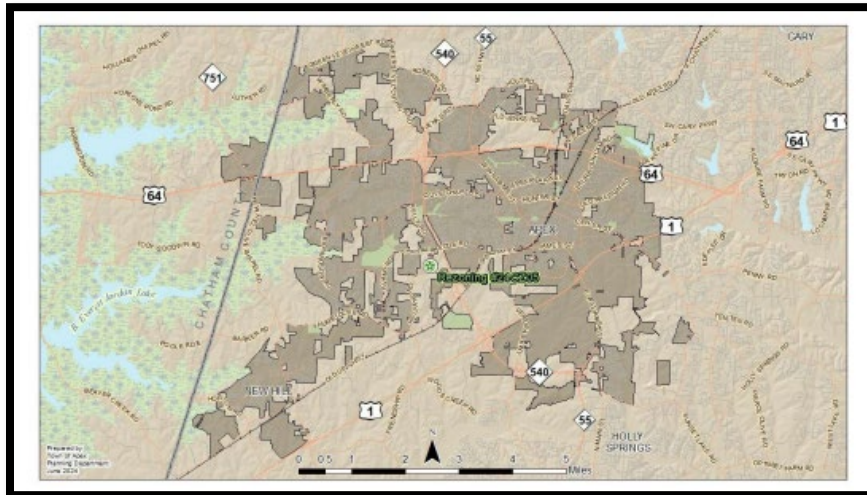
34 **PH8 Rezoning Case No. 24CZ05 - 2228 Kelly Road**

35 **Lauren Staudenmaier**, Planner II, gave the following presentation regarding
36 Rezoning Case No. 24CZ05 - 228 Kelly Road.
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1 [SLIDE 1]



2
3 [SLIDE 2]



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5 [SLIDE 3]




6

DRAFT MINUTES

1 [SLIDE 7]



2
3 [SLIDE 8]



11. Residential uses: Driveway access shall be right-in/right-out only and driveway(s) shall be located a minimum distance of 250 feet from the intersection of Kelly Road and Holland Road, subject to Town of Apex and NCDOT approval.

12. Existing residential structure as a church or place of worship: Site access may be:

- a. from the existing driveway on Kelly Road and no road improvements shall be required; or
- b. from a new full movement driveway on Holland Road subject to NCDOT approval of a driveway permit, and the existing driveway on Kelly Road shall be closed.

13. Building 10,000 sf or greater in size: A full movement driveway shall be permitted on Holland Road, and development shall include the following:

- a. Construction of an eastbound left turn lane on Holland Road starting west of the proposed site driveway and extending to the Holland Road/Kelly Road intersection, with a 100-foot taper, 100-foot full width lane, and break for the proposed site driveway.
- b. Right of way dedication at the intersection of Holland Road and Kelly Road for a future 2x1 roundabout, subject to Town of Apex and NCDOT approval.
- c. Roadway frontage widening for the length of the property's Holland Road frontage consistent with the 3-lane roadway section recommended by the Apex Transportation Plan.
- d. Roadway frontage widening for the length of the property's Kelly Road frontage consistent with the 4-lane roadway section recommended by the Apex Transportation Plan.

4
5 [SLIDE 9]



6

DRAFT MINUTES

Mayor Gilbert thanked **Ms. Staudenmaier** and asked if there were any questions.

Councilmember Gantt asked how the 10,000 square foot number if there was an incentive based on the conditions to build just under this amount for the road frontage improvement requirements.

Ms. Staudenmaier asked Russell Dalton, Traffic Engineering Manager, if he would come up and address Councilmember Gantt's question.

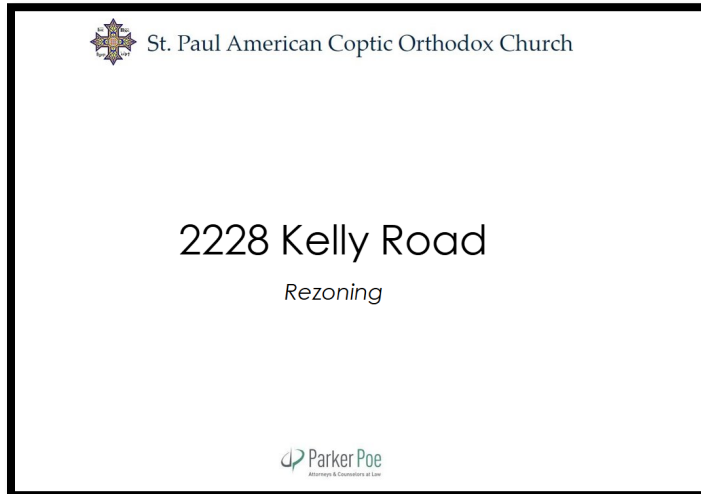
Mr. Dalton said that 10,000 sq feet is the cut off in the UDO, so this is the number that is used. He said that they put that in because it was in line with the UDO.

Councilmember Gantt asked if there could be other requirements added for square footages under 10,000.

Mr. Dalton said that this is just a rezoning plan and not a PUD, so this is already complicated for what it is because of access concerns and the location of the property by a major intersection. He said that could be something they asked for, and that may be something Councilmember Gantt could discuss with the applicant if they wanted to move to a stepwise approach.

Matthew Carpenter with Parker Poe, gave a presentation on behalf of the applicant and the property owner, St. Paul American Coptic Orthodox Church. He said the Church was excited for this property and the purpose was to use the existing structure for prayer meetings and other Church offices.

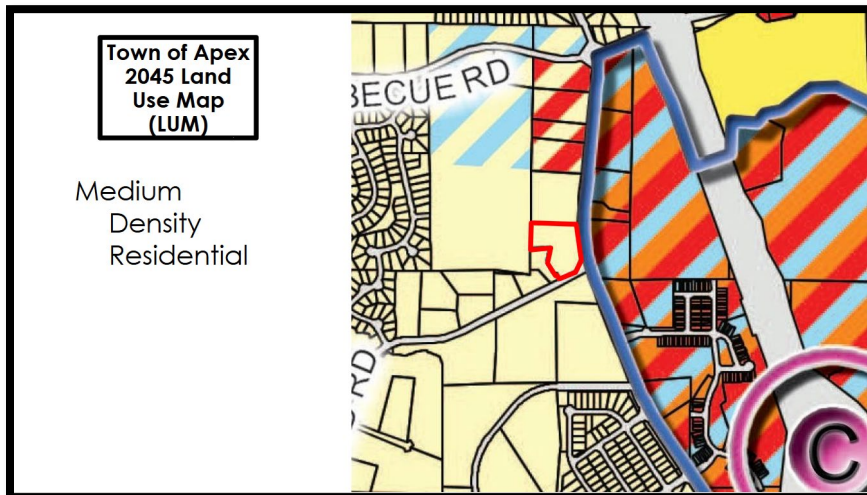
[PH8 APPLICANT PRESENTATION - SLIDE 1]



1 [PH8 APPLICANT PRESENTATION - SLIDE 2]



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3 [PH8 APPLICANT PRESENTATION - SLIDE 3]



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5 [PH8 APPLICANT PRESENTATION - SLIDE 4]



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1 [PH8 APPLICANT PRESENTATION - SLIDE 5]

Proposed Rezoning Conditions

1. Only the following uses are permitted:
 1. Church or place of worship
 2. Accessory apartment
 3. Duplex
 4. Family care home
 5. Single-family
 6. Townhouse, detached
 7. Greenway
 8. Park, active
 9. Park, passive
 10. Recreation facility, private
2. Maximum of 19 residential units on the property
3. Non-residential architectural conditions
4. Residential architectural conditions
5. One sign per Stormwater Control Measure to prohibit fertilizer in a location that is publicly accessible
6. At least 75% of newly installed plants shall be native or nativar species of North Carolina
7. New landscaping shall include warm season grasses

2
3 [PH8 APPLICANT PRESENTATION - SLIDE 6]



4
5 [PH8 APPLICANT PRESENTATION - SLIDE 7]

Proposed Rezoning Conditions

(Cont.)

8. If residential uses developed on the property, project shall install at least one pet waste station
9. HOA covenants shall not restrict accessory dwelling units
10. If residential uses are developed, project shall include a stub street to PIN 0731260620
11. If residential development, driveway access shall be right-in/right-out
12. If existing structure used for a church, site access may be from the existing driveway on Kelly Road or from a new driveway on Holland Road
13. If Site Plans are filed for a building 10,000 sf or greater, a full movement driveway shall be permitted on Holland Road and development shall include:
 - Construction of eastbound left turn lane on Holland
 - Right of way dedication at intersection of Holland Road and Kelly Road for future traffic circle
 - Road widening on Holland Road frontage
 - Road widening on Kelly Road frontage

DRAFT MINUTES

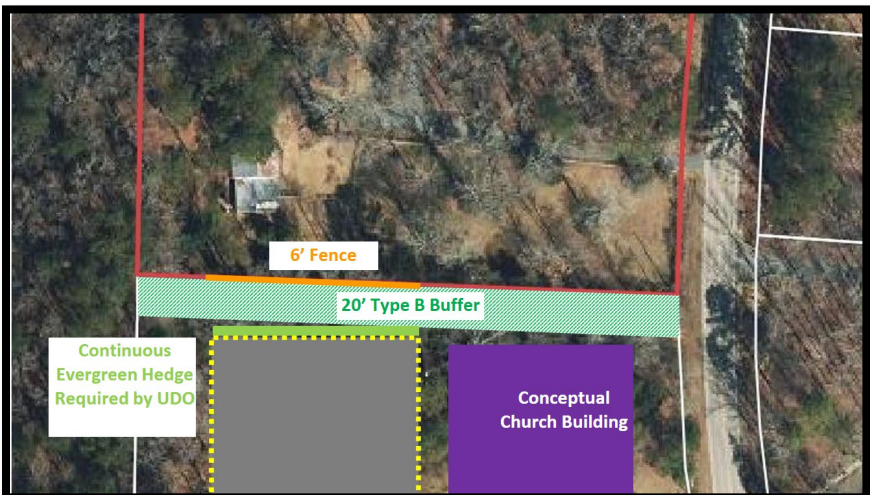
1 [PH8 APPLICANT PRESENTATION - SLIDE 8]



2 [PH8 APPLICANT PRESENTATION - SLIDE 9]
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4 [PH8 APPLICANT PRESENTATION - SLIDE 10]
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6

[PH8 APPLICANT PRESENTATION - SLIDE 11]

UDO Section 8.6 – Exterior Lighting

- Detailed lighting plan required at Site Plan
- Max Horizontal Illuminance Average of 2.0 (for comparison, retail use standard is 4.0)
- Max Correlated Color Temperature of 3,500 kelvins
- Design Requirements:
 - Must be full cutoff, shielded lighting
 - Must prevent spillover of light onto adjacent properties
 - Must be shielded from adjacent properties using thick evergreen buffers; berms, walls, or a fence; directional lighting; lighting shields; timing; special fixtures; and/or shields
 - Max mounting height of 35'
 - Lights must be located at least 2' from any required buffer
 - Max illumination measured at the property line shall not exceed 0.3 footcandles
 - All fixtures shall be fully shielded, full cutoff type fixtures with a concealed lamp/light source

[PH8 APPLICAN PRESENTATION - SLIDE 12]

Rezoning is in the Public Interest

- Consistent w/ Medium Density LUM designation
- Staff recommends approval
- Allows adaptive re-use of existing structure
- Transportation infrastructure improvements
 - Road widening on Kelly and Holland
 - ROW dedication for future roundabout
 - Construction of turn lane
- Legalizes an existing non-conformity



St. Paul American Coptic Orthodox Church

Mr. Carpenter said that they respectfully requested Council approval and asked if there were any questions.

Councilmember Zegerman arrived at **6:24 p.m.**

Councilmember Gantt asked if there could be a mix of housing and the Church.

Mr. Carpenter said that theoretically it could happen but it wouldn't be practical because of the size of the site and the access considerations.

Councilmember Zegerman asked if the stub street would be to the property to the north.

Mr. Carpenter said that it would be to the property to the west of the property.

DRAFT MINUTES

1 **Mayor Gilbert** asked if there were any other questions. He then opened the Public
2 Hearing on this item.

3
4 First speaker was **Robert Rose** of 2208 Kelly Road:

5
6 “My wife Debbie is here with me also, and we live next door. I sent you all a letter about our
7 objections to the proposal, if y’all approve the fence frankly we got no objections anymore
8 and if you don’t approve the fence, then I guess I’m going to walk away and just be mad.
9 Frankly, I’ve got an electric fence, I don’t want people near it where they’ll mostly be is the
10 parking lot milling around and that’s why I want the fence. I mean yeah it probably will help
11 with like driving car lights but basically, I’m just worried about the electric fence. So, I really
12 do have no objections, neither one of us have any objections, we’ve worked with the Church,
13 they’ve removed the school use, they’re going to keep the trees there, as long as they don’t
14 build a Church, so if we get a fence, seriously I’m okay with this.”
15

16 **Mayor Gilbert** thanked Mr. Rose and closed Public Hearing for comments. He turned
17 the discussion back to Council.

18
19 **Councilmember Killingsworth** asked for clarity of the fence, if it was along the
20 entirety of the property line or was it the small piece.

21 **Mr. Carpenter** said yes it was the small piece. He said he had worked with staff on the
22 language today and he had it to hand out to staff. He said it would be the length of the
23 property line.

24 **Councilmember Zegerman** asked for clarification that the fence is part of the design
25 in case of any development of that site, to address Mr. Rose’s comment.

26 **Mr. Carpenter** said that is correct.
27

28 A **motion** was made by **Councilmember Killingsworth**, seconded by **Mayor Pro**
29 **Tempore Ed Gray**, to approve Rezoning Case No. 24CZ05 - 228 Kelly Road.

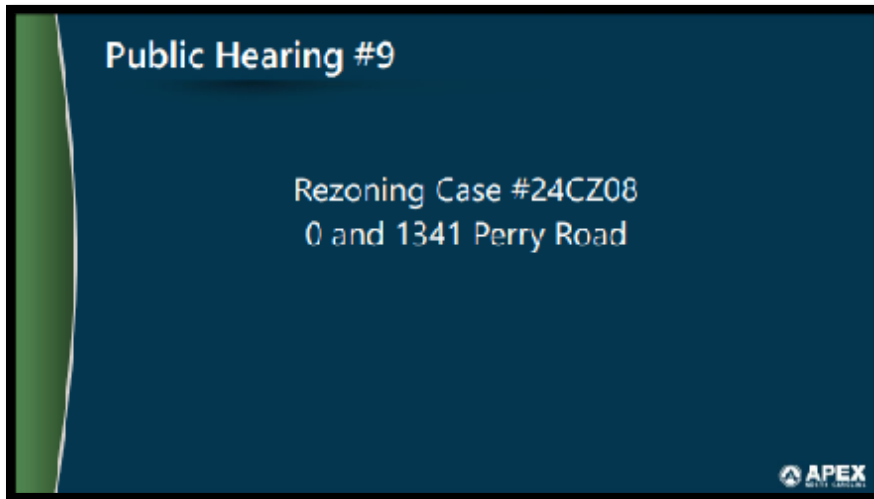
30
31 **VOTE: UNANIMOUS (4-0), with Councilmember Mahaffey absent.**
32
33

34 **PH9 Rezoning Case No. 24CZ08 - 0 and 1341 Perry Road**

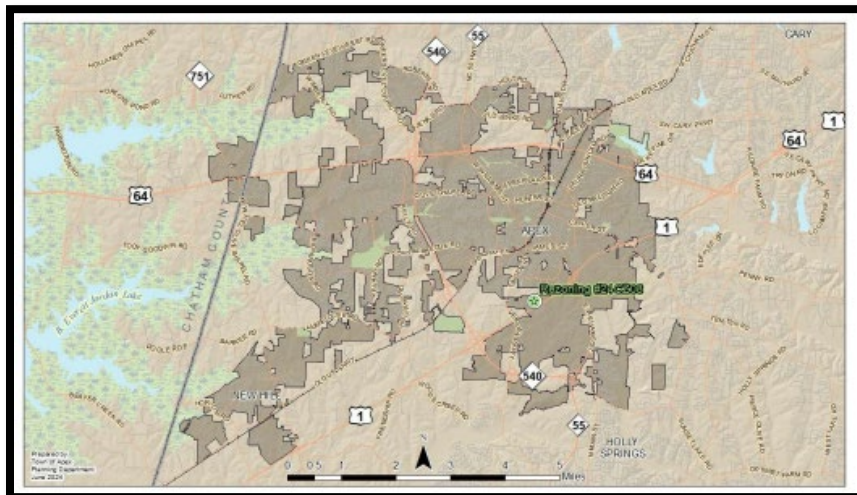
35

36 **Shelly Mayo**, Planner II, gave the following presentation on Rezoning Case No.
37 24CZ08 - 0 and 1341 Perry Road.
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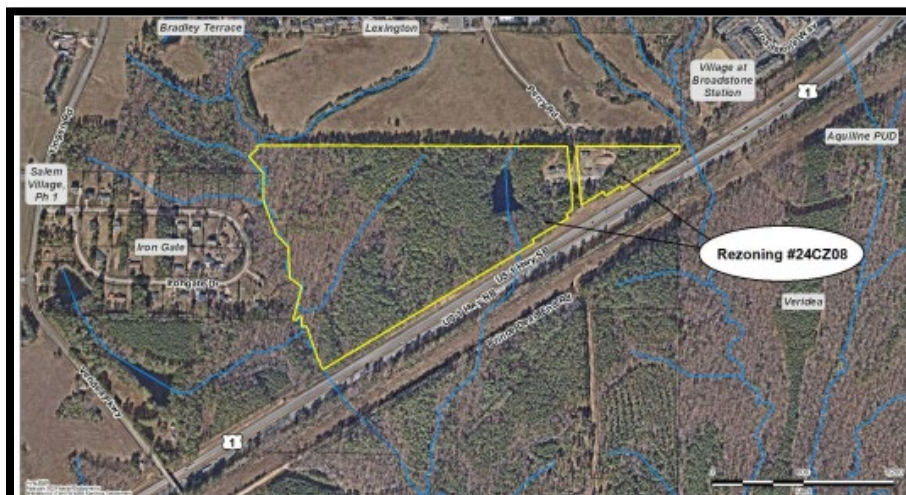
1 [SLIDE 10]



2
3 [SLIDE 11]



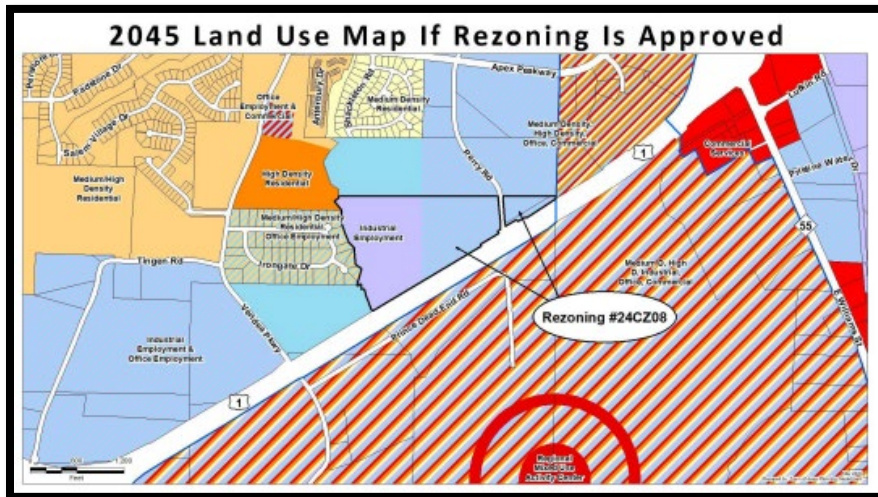
4
5 [SLIDE 12]



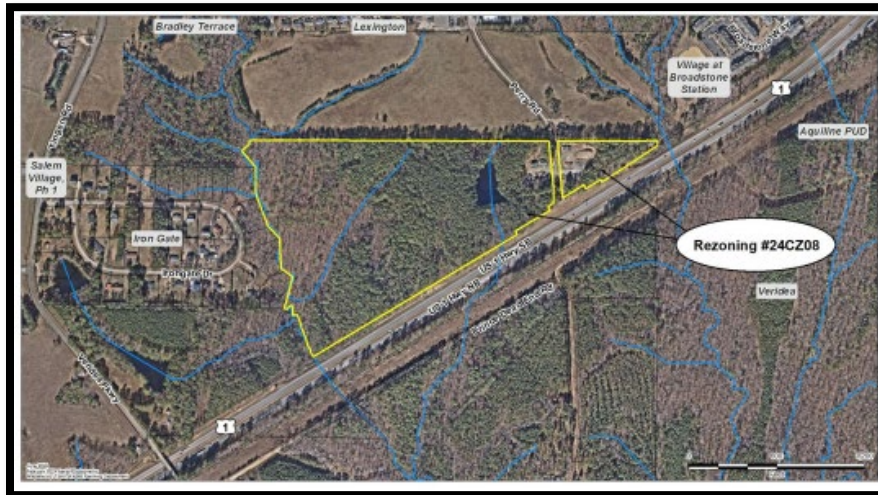
6

DRAFT MINUTES

1 [SLIDE 16]



2
3 [SLIDE 17]



4
5
6 **Ms. Mayo** asked if there were any questions.

7 **Councilmember Zegerman** asked if there were conversations with the property
8 owner to the north of the property for the potential land swap to make this property a little
9 less pie shaped, and wondered if he was correct to assume that those conversations have
10 stalled.

11 **Ms. Mayo** said that she was not aware of the status of those conversations. She said
12 that it was her understanding that this facility was needed at this time and that even if there
13 was a future land swap there would be another rezoning at that time.

14 **Town Manager Vosburg** said it was his understanding that those conversations were
15 still ongoing.

16 **Mayor Gilbert** asked if there any other questions. He opened up for Public Hearing
17 and with no one signed up to speak, he closed Public Hearing. He said it was back to Council
18 for discussion and leading to a possible motion.

DRAFT MINUTES

A **motion** was made by **Councilmember Killingsworth**, seconded by **Councilmember Gantt** to approve Rezoning Case No. 24CZ08 - 0 and 1341 Perry Road.

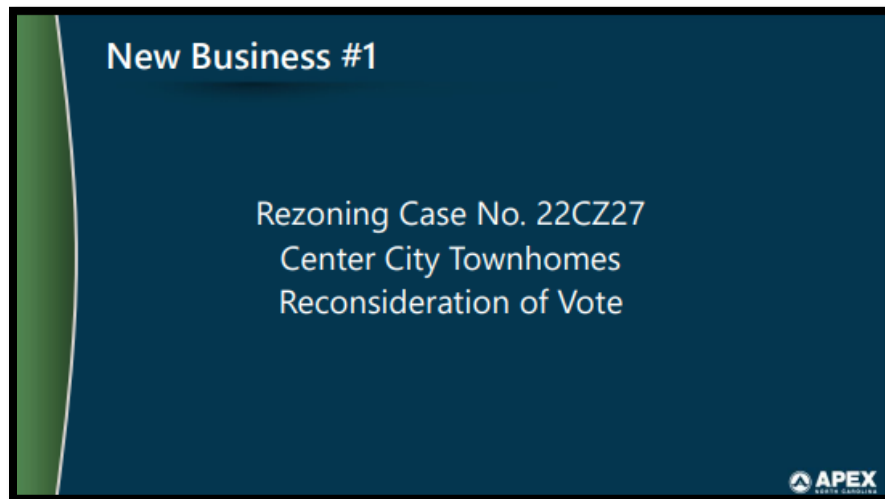
VOTE: UNANIMOUS (4-0), with Councilmember Mahaffey absent.

[NEW BUSINESS]

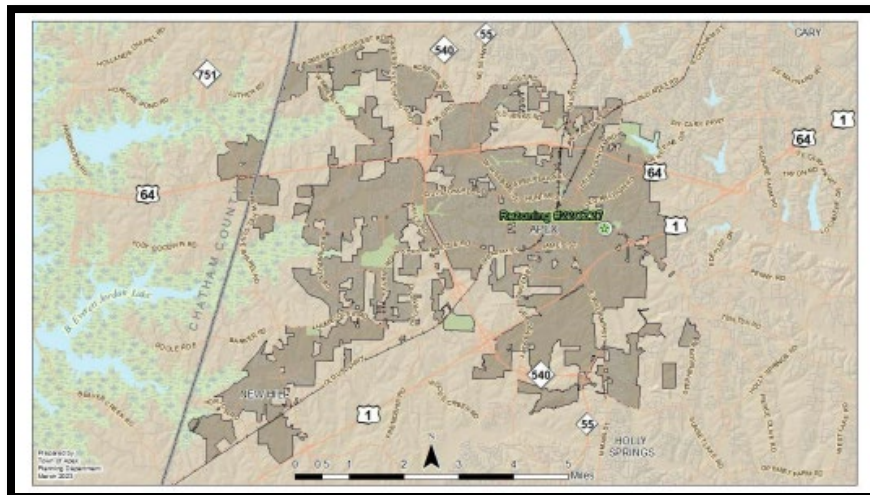
NB1 Rezoning Case No. 22CZ27 - Center City Townhomes - Reconsideration of Vote

Lauren Staudenmaier, Planner II, Planning Department gave the following on Rezoning Case No. 22CZ27 - Center City Townhomes - Reconsideration of Vote.

[SLIDE 18]



[SLIDE 19]

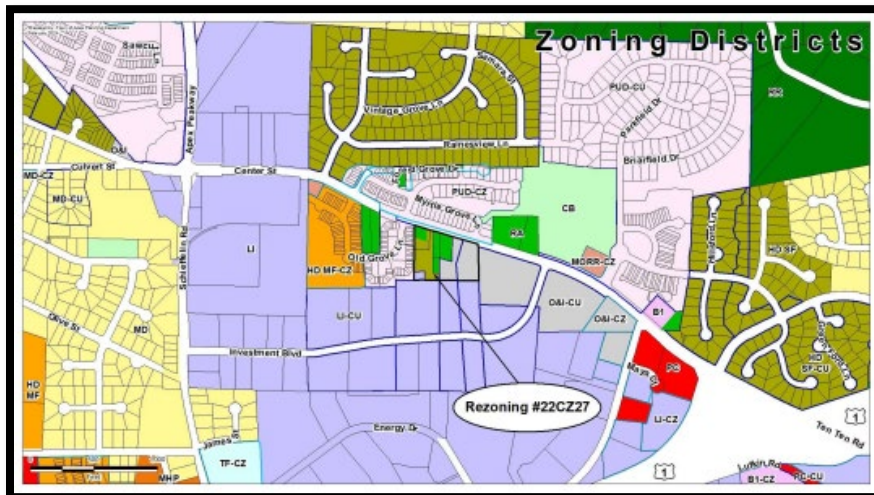


DRAFT MINUTES

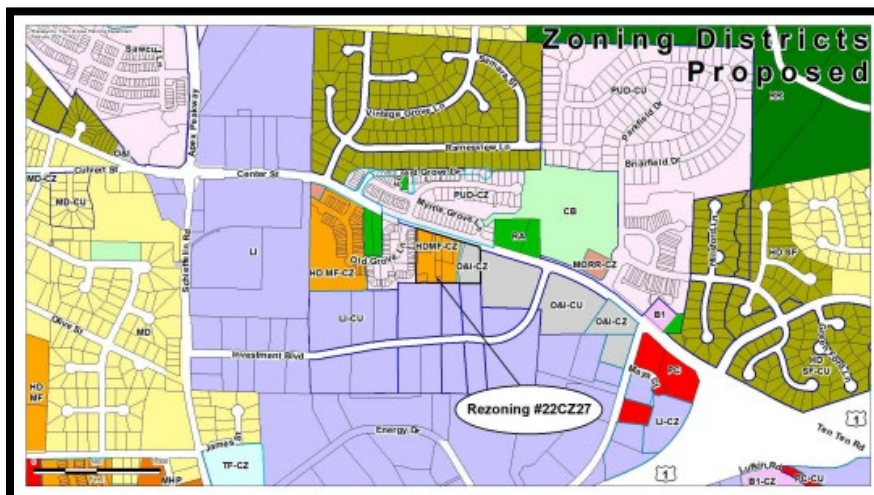
1 [SLIDE 20]



2
3 [SLIDE 21]



4
5 [SLIDE 22]



6

1 [SLIDE 23]



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3 [SLIDE 24]



4
5 [SLIDE 25]

Transportation Concerns

- Staff recommended the applicant dedicate right-of-way and easements consistent with the latest-available design of State Transportation Improvement Program (STIP) project U-5825, Improvements to Ten Ten Road. The applicant has addressed this recommendation with a proposal to reduce the buffer along Center Street.
- Applicant proposes that the cul de sac length may exceed that allowed by the UDO.
 - Additional access points to Center Street are not recommended by staff based on the available street frontage and are excluded from consideration by the proposed zoning conditions.
 - Access may be restricted to right-in/right-out when Center Street is widened and a median is constructed by NCDOT in STIP project U-5825.

Exhibit Shows:

- Anticipated off sets from the centerline towards this property. The widest on the western side and close to 65'
- Median in the center- so no left-in/left-out for this development

The exhibit shows a detailed street layout with proposed offsets and median. It includes labels for streets like Center St, Energy Dr, and Ten Ten Rd. The map shows the proposed median and offsets from the centerline, with dimensions indicated.

6

[SLIDE 26]

**Recommendation for Denial of
Rezoning #22CZ27 Center City Townhomes**

- The HDMF-CZ district is not consistent with the 2045 Land Use Map.
- The change from Office Employment to High Density Residential affects the economic development potential of the area as it would reduce the amount of land available for Tech Flex and/or Office & Institutional near the Investment Boulevard office and industrial park.
- The residential properties would be adjacent to properties zoned Light Industrial and if the Light Industrial properties redeveloped in the future to a higher Light Industrial Land Use Class there could be potential issues and hazards.
- Reduced buffers when NCDOT widens Center Street.
- No connectivity to the residential development to the west.
- Future access will be right-in/right-out due to the future median location and cross access through the Calvary Church's parking lot to reach Investment Boulevard would be advantageous.

Jason Barron with Morning Star Law Group, on behalf of the applicant, gave the remainder of the presentation.

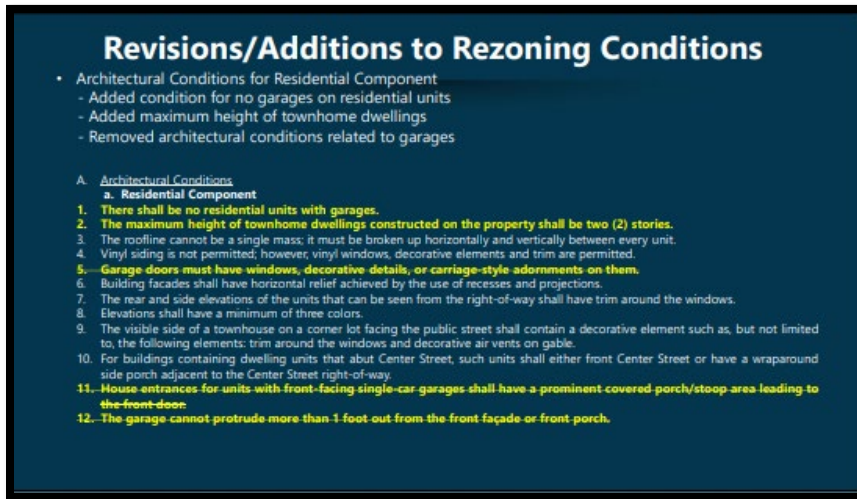
[SLIDE 27]

Revisions/Additions to Rezoning Conditions

- Zoning Condition #3 related to the Affordable Housing Condition
 - If the property is developed for less than 30 townhome units, at least 1 affordable unit
 - If the property is developed for 30 townhome units, then there will be 2 affordable units
 - Removed: the affordable unit shall be identified on the Master Subdivision Plat

If the property is developed for less than thirty (30) townhome dwellings, Of the permitted townhouse dwellings: at least one (1) residential restricted median-income affordable housing townhouse ownership unit (Affordable Housing Unit) shall be constructed onsite and sold at a mutually agreeable maximum affordable housing median-income ownership initial sales price (includes unit price and lot price) that is calculated based upon the one-hundred percent (100%) of the Raleigh, NC Metropolitan Statistical Area (MSA) Area Median Income (AMI) as most recently published by the U.S. Department of Housing and Urban Development (HUD). The Affordable Housing Units shall be occupied by low or median-income households earning no more than one hundred percent (100%) of the Raleigh, NC MSA AMI, adjusted for family size as most recently published by HUD. A restrictive covenant (i.e. resale deed restriction) with a minimum affordability period of ten (10) years shall be recorded against the residential restricted median-income affordable housing townhouse ownership unit concurrently at the close of escrow upon the sale of the Affordable Housing Unit to memorialize the affordable housing terms and conditions. **The one (1) Affordable Housing Unit lot shall be identified on the Master Subdivision Final Plat, which may be amended from time to time.** A restrictive covenant (i.e. affordable housing agreement) between the Town and Applicant shall be recorded against the one (1) Affordable Housing Unit lot prior to the issuance of a building permit for such lots to memorialize the affordable housing terms and conditions of the approved zoning condition. Final Affordable Housing Unit floor plan selection which includes the unit size and bedroom size will be at the discretion of the developer. **If the property is developed for 30 townhome dwellings, then there shall be two (2) Affordable Housing Units.**

1 [SLIDE 28]



2
3 **Mr. Barron** asked if there were any questions and he respectfully asked Council for
4 approval.

5 **Mayor Gilbert** thanked Mr. Barron and asked if there were any questions. He asked
6 Mr. Dalton if he would come up and explain about the access over at Calvary Chapel.

7 **Mr. Dalton** explained the development of the future site would have cross access with
8 commercial development that would provide the ability to get onto Investment Boulevard
9 through the site if or when that is developed in the future.

10 **Councilmember Zegerman** asked Mr. Barron if there had been conversations with
11 the seller about the accommodation of an easement in the future.

12 **Mr. Barron** said that the easement will exist because of the Town's ordinance. He said
13 that he had shared the information with his client and that he believed that information had
14 been communicated.

15 **Mayor Gilbert** said to keep in mind staff's recommendations of denial of the rezoning
16 and brought the discussion back to Council.

17 **Councilmember Zegerman** said he appreciated the applicant bringing back this
18 item. He said his concern was still ingress and egress of the traffic. He said he still wasn't in
19 favor of this project at this time. He said he thinks there would still be traffic danger posed
20 with this development. He said he liked the development proposal with smaller units and
21 smaller price points, but he still couldn't support this specific project.

22 **Councilmember Gantt** said he agreed with Councilmember Zegerman and valued
23 staff's input. He said there had not been changes to connectivity that he was concerned with.
24 He said the lack of knowledge that he has with the connectivity, he is still opposed to this
25 project.

26 **Mayor Pro Tempore Gray** said this is still the best mix that could possibly be. He said
27 that it does increase the inventory for affordable housing. He said that with the UDO that
28 there is access to the stub. He said it was not a perfect solution but does help with one of the
29 concerns for the residents with affordable housing, and this does so by increasing inventory.

DRAFT MINUTES

1 He said this inventory in this location provides a good solution at this time. He said that he
2 was in support of this project.

3 **Councilmember Killingsworth** said that she would agree with Mayor Pro Tempore
4 Gray. She said that having affordable housing is in the right place for this project and this this
5 transition makes sense. She said that she would support this.

6 **Mayor Gilbert** said that in the past he had an issue with the access, which is why he
7 was against it before, but with Mr. Dalton's information on the ordinance and considering the
8 lack of inventory of affordable housing he will support this.

9
10 A **motion** was made by **Councilmember Killingsworth**, seconded by **Mayor Pro**
11 **Tempore Ed Gray** to approve Rezoning Case No. 22CZ27 - Center City Townhomes.

12
13 **VOTE: 2-2, with Councilmember Gantt and Councilmember Zegerman**
14 **dissenting, and Councilmember Mahaffey absent.**

15
16 Pursuant to the Town of Apex Town Charter, **Mayor Gilbert** voted in the affirmative in
17 order to break the tie. Motion passed.

18 19 20 [UPDATES BY TOWN MANAGER]

21
22 **Town Manager Vosburg** said the Fireworks Frenzy will be on July 3rd, 5 p.m. - 10
23 p.m. around Hunter Street Park with activities and food vendors. He said that the Old
24 Fashioned Fourth in Downtown on July 4th. He read an email from a resident applauding the
25 work of the Apex Electric Utilities Department in restoring a recent power outage.

26 **Mayor Gilbert** thanked Town Manager Vosburg for the updates.

27 28 29 [CLOSED SESSION]

30
31 A **motion** was made was made by **Councilmember Zegerman**, seconded by
32 **Councilmember Gantt** to move into closed session pursuant to NCGS §143-318.11(a)(1),
33 NCGS §143-318.11(a)(3), and NCGS §143-318.11(a)(6).

34
35 **VOTE: UNANIMOUS (4-0), with Councilmember Mahaffey absent**

36
37 Council entered into Closed Session at **7:03 PM.**

DRAFT MINUTES

CS1 ADDED: Laurie Hohe, Town Attorney

NCGS § 143-318.11(a)(3)

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

CS2 Allen Coleman, Town Clerk

NCGS §143-318.11(a)(1):

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

CS3 Randy Vosburg, Town Manager

NCGS § 143-318.11(a)(6):

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

Council returned to open session at **7:50 PM.**

[ADJOURNMENT]

Mayor Gilbert adjourned the meeting at **7:51 p.m.**

Jacques K. Gilbert
Mayor

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

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

DRAFT MINUTES
TOWN OF APEX
SPECIAL TOWN COUNCIL MEETING
THURSDAY, JUNE 27, 2024
4:30 PM

The Apex Town Council met for a Special Town Council Meeting on Tuesday, June 27th, 2024 at 4:30 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=IxUDaSwsE9w>

[ATTENDANCE]

Elected Body

Mayor Jacques K. Gilbert (presiding)

Mayor Pro Tempore Ed Gray

Councilmember Audra Killingsworth (*arrived late; see note below*)

Councilmember Arno Zegerman

Councilmember Brett Gantt

Absent: Councilmember Terry Mahaffey

Town Staff

Town Manager Randy Vosburg

Deputy Town Manager Shawn Purvis

Assistant Town Manager Marty Stone

Town Attorney Laurie Hohe

Town Clerk Allen Coleman

Deputy Town Clerk Ashley Gentry

All other staff members will be identified appropriately below

[COMMENCEMENT]

Mayor Gilbert called the meeting to order and led those in attendance in a recitation of the Pledge of Allegiance.

[REGULAR MEETING AGENDA]

DRAFT MINUTES

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

VOTE: UNANIMOUS (3-0), with Councilmember Killingsworth and Councilmember Mahaffey absent

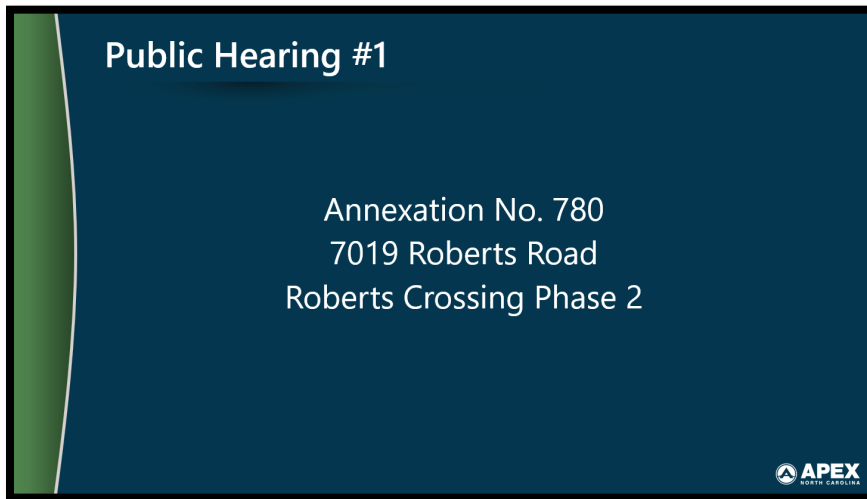
[PUBLIC HEARINGS]

***CLERK'S NOTE:** *The public hearing resolutions associated with each of the below items were approved on June 11 and scheduled for June 25, 2024. Proper public notice was not provided in sufficient time in accordance with North Carolina General Statutes § 160A-58.2, therefore, these items are scheduled for consideration at special meeting scheduled for June 27, 2024 at 4:30 PM.*

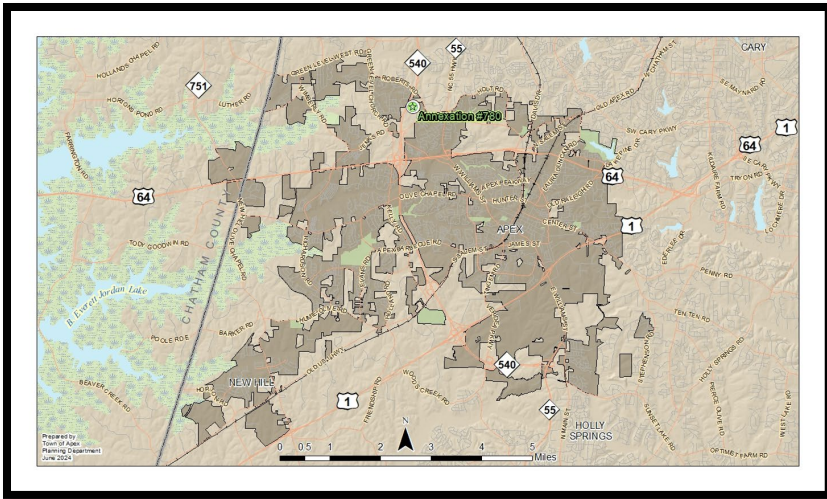
PH1* Annexation No. 780 - 7019 Roberts Road (Roberts Crossing Phase 2) - 11.42 acres (REF: ORD-2024-054)

Director Khin gave the following presentation regarding Annexation No. 780 - 7019 Roberts Road (Roberts Crossing Phase 2).

[SLIDE 1]



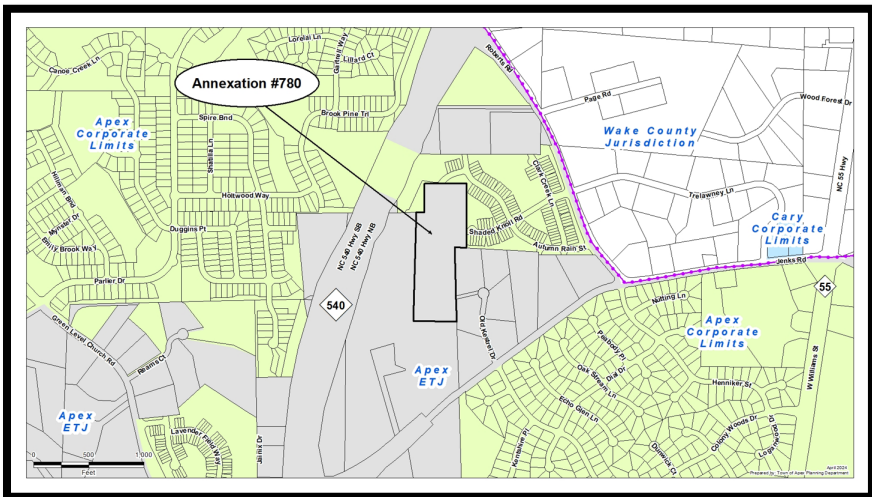
[SLIDE 2]



[SLIDE 3]

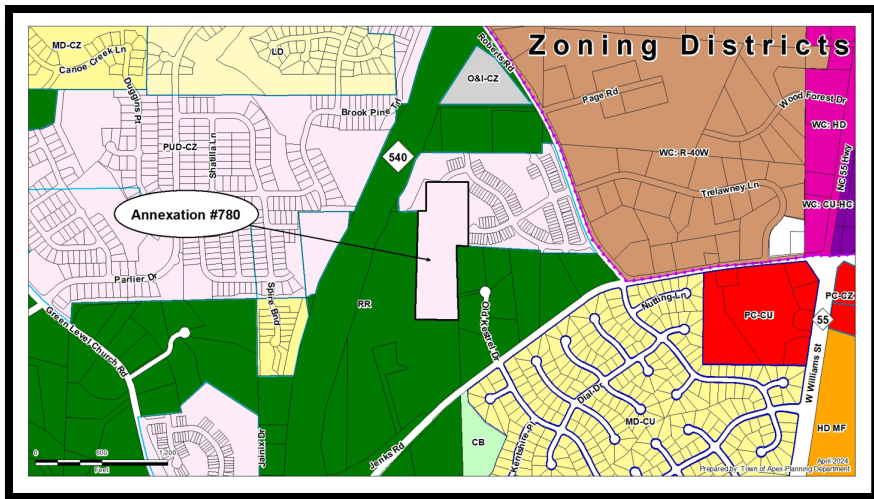


[SLIDE 4]



[SLIDE 5]

DRAFT MINUTES



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

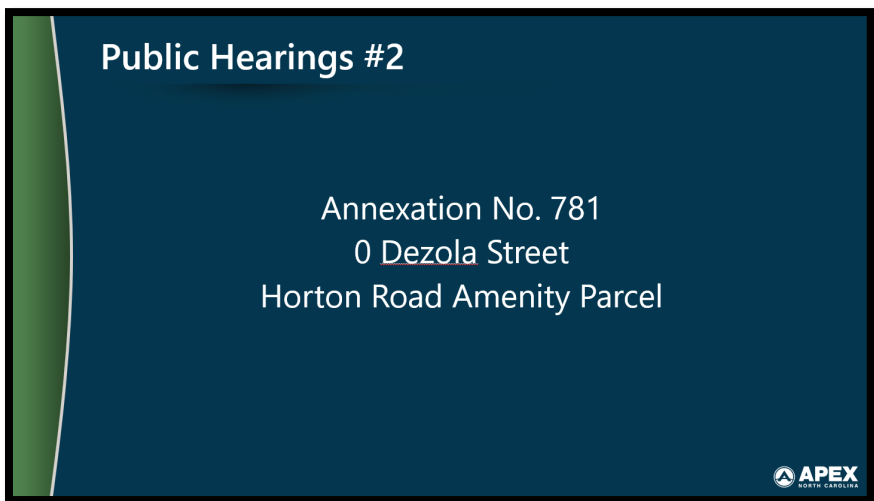
A **motion** was made by **Councilmember Zegerman**, seconded by **Councilmember Gantt**, to adopt an Ordinance on the Question of Annexation - Apex Town Council's intent to annex 11.42 acres, located at 7019 Roberts Road, also known as Roberts Crossing Phase 2, Satellite Annexation No. 780 into the Town Corporate Limits.

VOTE: UNANIMOUS (3-0), with Councilmember Killingsworth and Councilmember Mahaffey absent

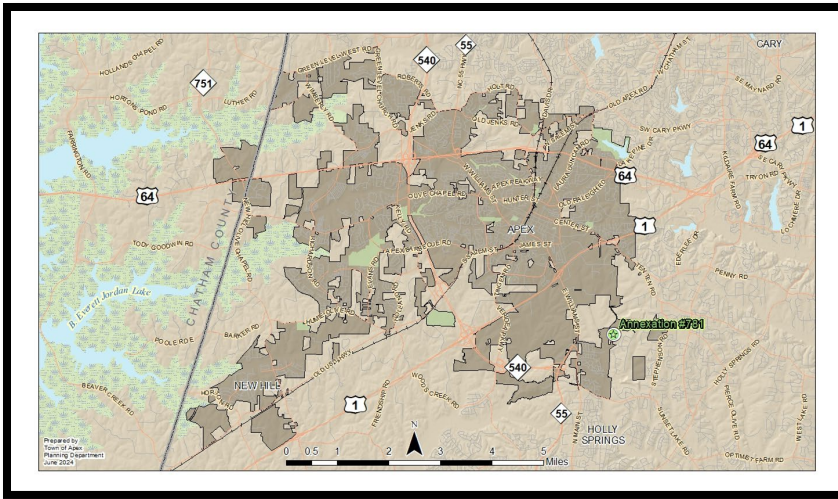
PH2* Annexation No. 781 - 0 Dezola Street (Horton Road Amenity Parcel) - 3.95 acres (REF: ORD-2024-055)

Director Khin gave the following presentation regarding Annexation No. 781 - 0 Dezola Street (Horton Road Amenity Parcel).

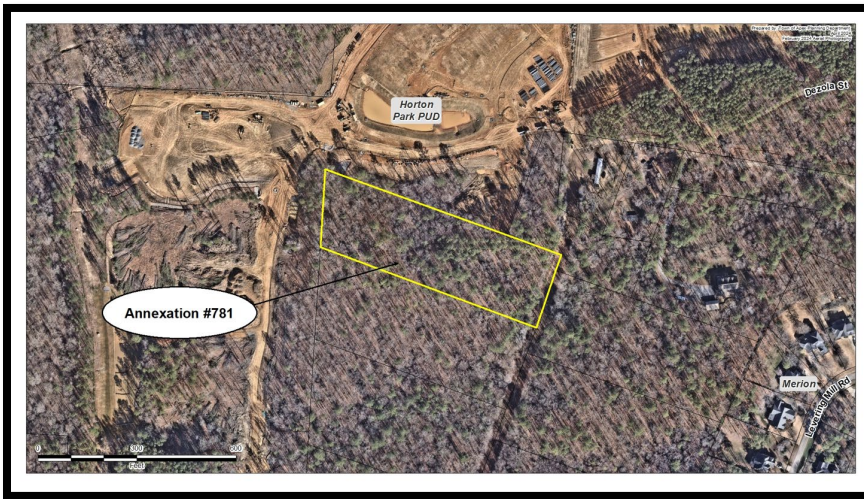
[SLIDE 6]



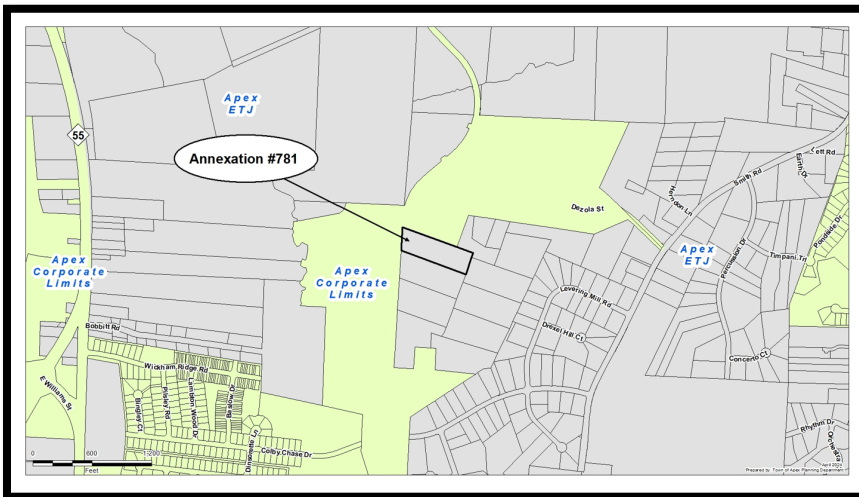
[SLIDE 7]



[SLIDE 8]

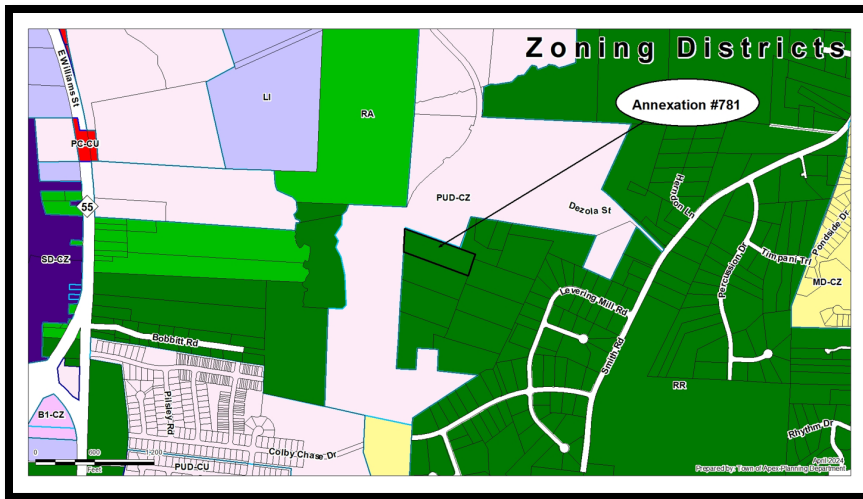


[SLIDE 9]



[SLIDE 10]

DRAFT MINUTES



1
2 **Mayor Gilbert** opened public hearing for comment.

3
4 **Chris Myers** of 2524 Reliance Avenue signed up for Public Hearing and said he was
5 representing the applicant, and asked if Council had any questions.

6
7 With no questions from Council and no further sign ups, **Mayor Gilbert** closed public
8 hearing and moved discussion back to Council.

9
10 A **motion** was made by **Councilmember Gantt**, seconded by **Mayor Pro Tempore Gray**, to
11 adopt an Ordinance on the Question of Annexation - Apex Town Council's intent to annex 3.95
12 acres, located at 0 Dezola Street, also known as Horton Road Amenity Parcel, Annexation No. 781
13 into the Town Corporate Limits.

14
15 **VOTE: UNANIMOUS (3-0), with Councilmember Killingsworth and Councilmember**
16 **Mahaffey absent.**

17
18 **PH3* Annexation No. 782 - Townes on Tingen - 2.4938 acres (REF: ORD-2024-056)**

19 **Director Khin** gave the following presentation regarding Annexation No.

20 782 - Townes on Tingen.

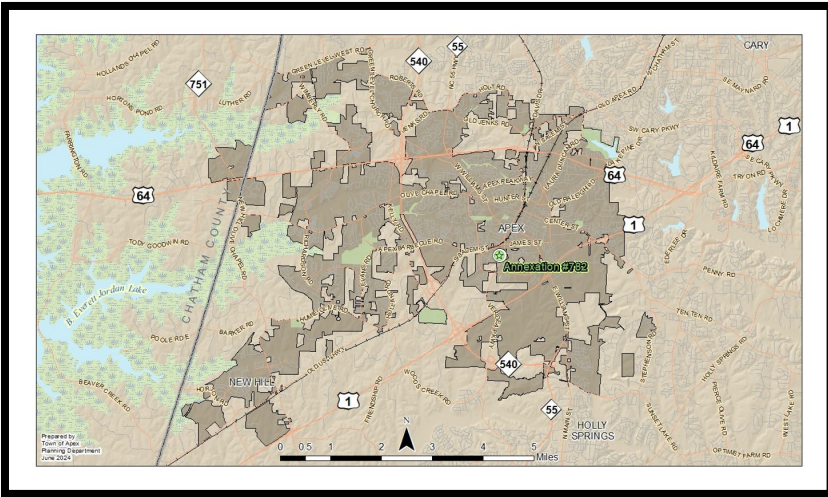
21 **[SLIDE 11]**

Public Hearing #3

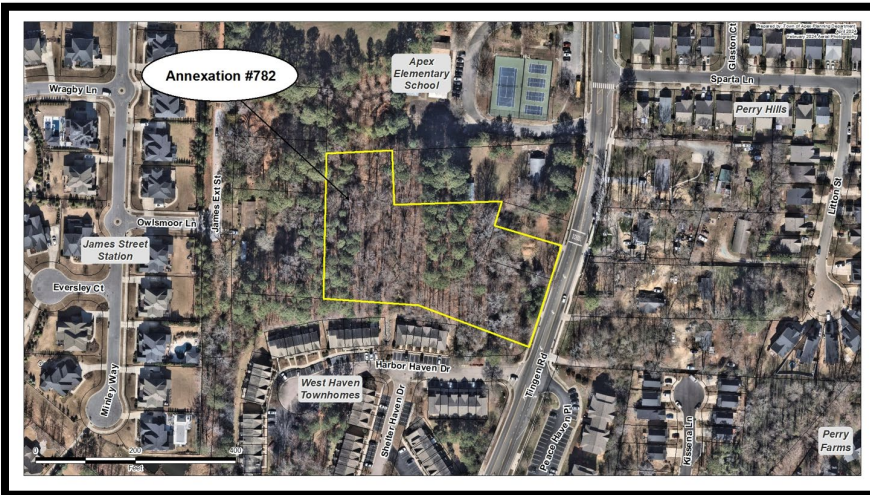
Annexation No. 782 Townes on Tingen



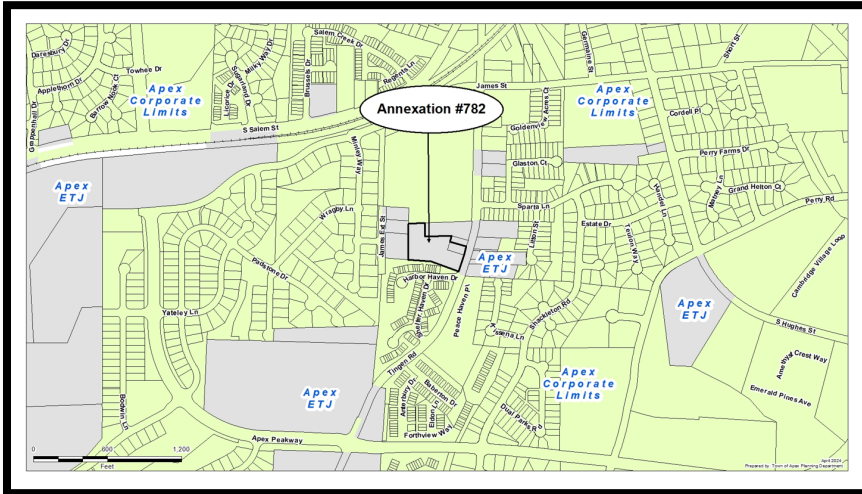
[SLIDE 12]



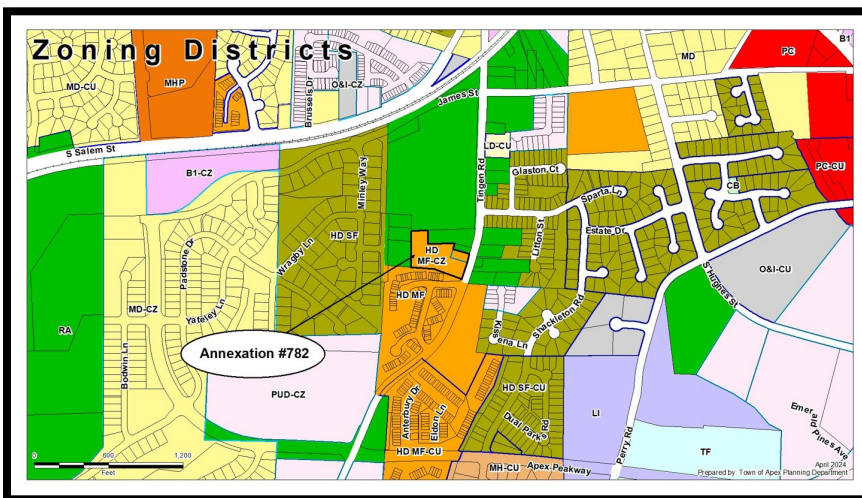
[SLIDE 13]



1 [SLIDE 14]



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5 [SLIDE 15]



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7
8 **Councilmember Zegerman** asked why the small parcel that was rezoned to the northeast of
9 the property was not part of the Annexation.

10 **Director Khin** said that parcel he was referring to was included, and she showed it on the
11 map.

12
13 **Mayor Gilbert** opened public hearing for comment. With no one signed up to speak, he
14 closed public hearing and moved discussion back to Council.

15
16 A **motion** was made by **Councilmember Zegerman**, seconded by **Mayor Pro Tempore**
17 **Gray**, to adopt an Ordinance on the Question of Annexation – Apex Town Council’s intent to annex
18 2.4938 acres, Townes on Tingen, Annexation No. 782 into the Town Corporate Limits.

DRAFT MINUTES

VOTE: UNANIMOUS (3-0), with Councilmember Killingsworth and Councilmember Mahaffey absent.

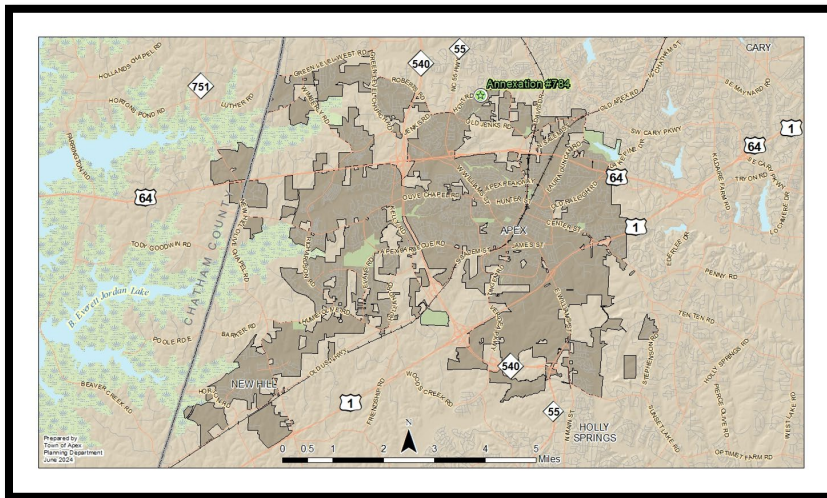
PH4* Annexation No. 784 - 1717 and 1713 Holt Road - 1.882 acres (REF: ORD-2024-057)

Director Khin gave the following presentation regarding Annexation No. 784 - 1717 and 1713 Holt Road.

[SLIDE 16]



[SLIDE 17]

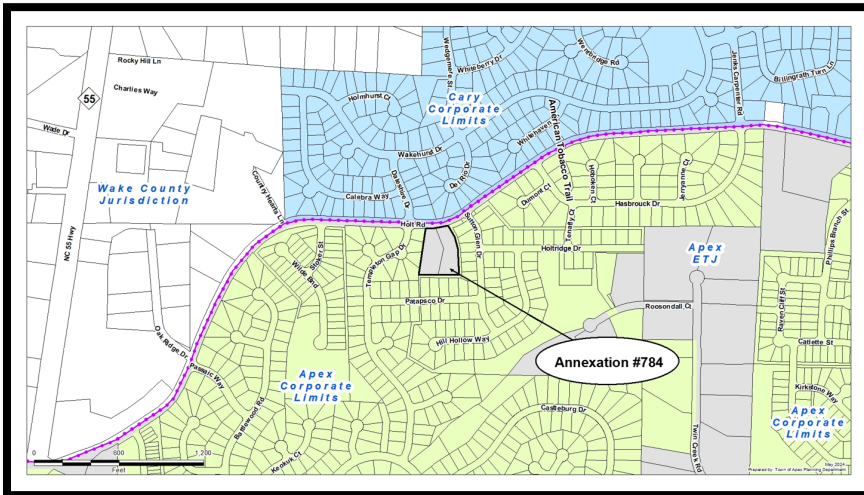


DRAFT MINUTES

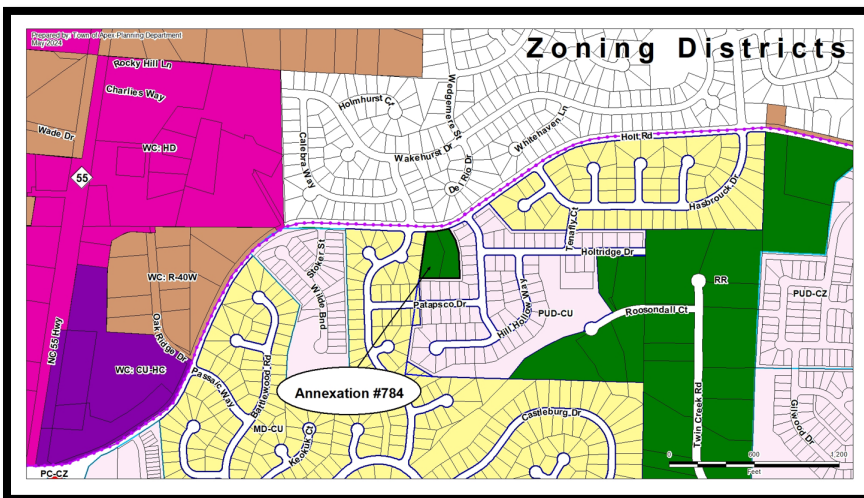
1 [SLIDE 18]



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4 [SLIDE 19]



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6 [SLIDE 20]



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DRAFT MINUTES

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

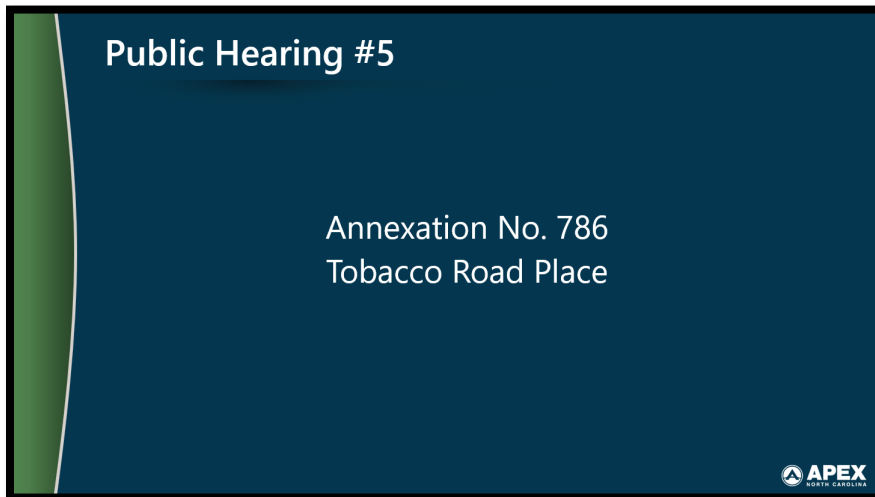
A **motion** was made by **Councilmember Gantt**, seconded by **Councilmember Zegerman**, to adopt an Ordinance on the Question of Annexation – Apex Town Council's intent to annex 1.882 acres, located at 1717 and 1713 Holt Road, Annexation No. 784 into the Town Corporate Limits.

VOTE: UNANIMOUS (3-0), with Councilmember Killingsworth and Councilmember Mahaffey absent.

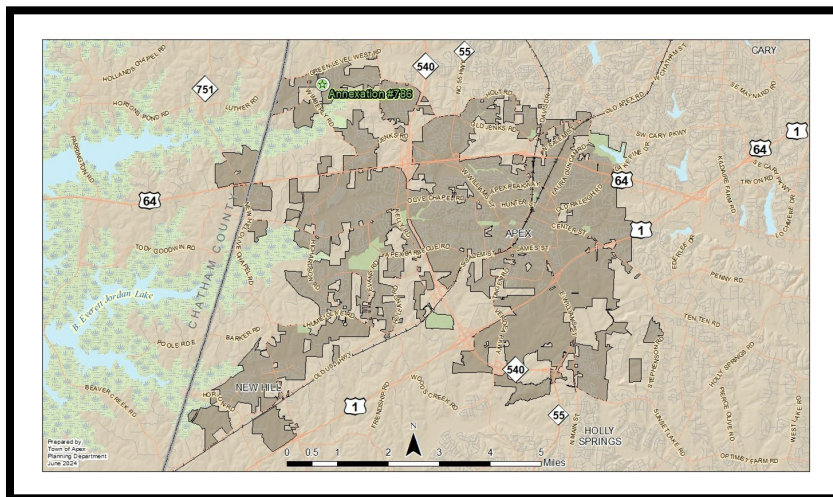
PH5* Annexation No. 786 - Tobacco Road Place (FKA: Beauregard Place) - 3.34 acres (REF: ORD-2024-058)

Director Khin gave the following presentation regarding Annexation No. 786 - Tobacco Road Place (FKA: Beauregard Place).

[SLIDE 21]



[SLIDE 22]

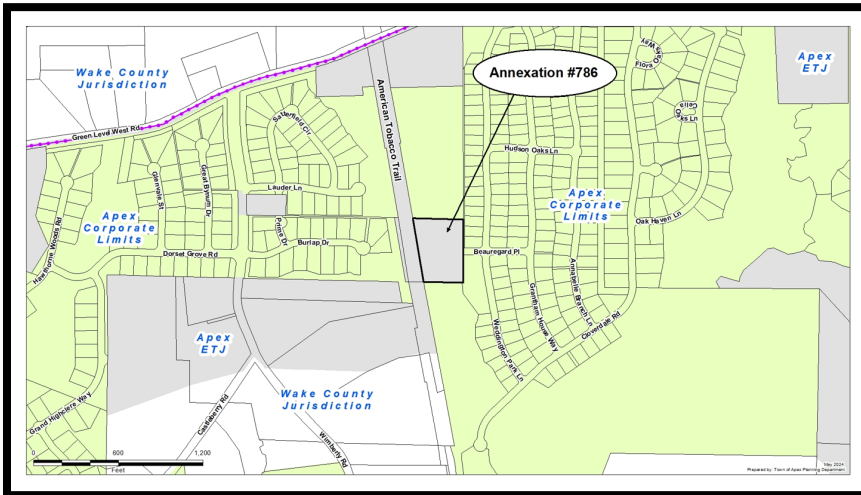


[SLIDE 23]

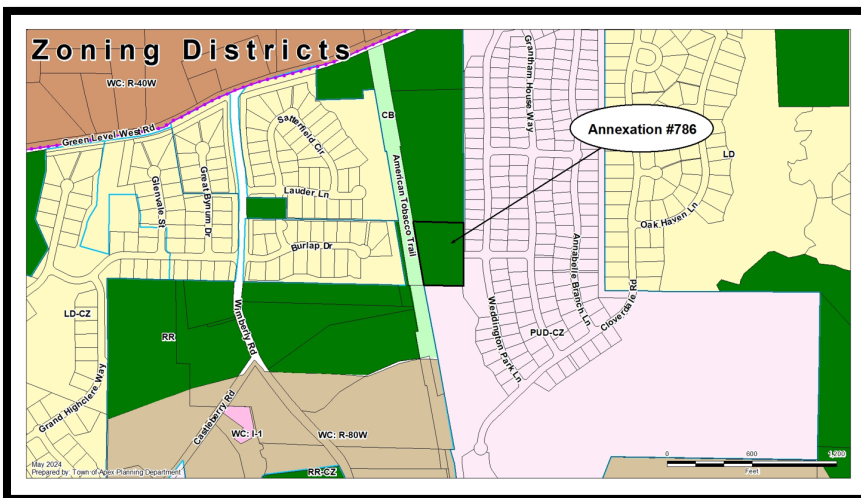
DRAFT MINUTES



[SLIDE 24]



[SLIDE 25]



DRAFT MINUTES

Councilmember Gantt said he recalled a failed rezoning for this parcel, and asked if there were entitlements that allowed them to build something on the parcel anyway to need annexation now.

Director Khin said they are still zoned Rural Residential, and they are building 2 lots on the parcel.

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

A **motion** was made by **Mayor Pro Tempore Gray**, seconded by **Councilmember Gantt**, to adopt an Ordinance on the Question of Annexation - Apex Town Council's intent to annex 3.363 acres, Tobacco Road Place (Formerly Known As: Beauregard Place), Satellite Annexation No. 786 into the Town Corporate Limits.

VOTE: UNANIMOUS (3-0), with Councilmember Killingsworth and Councilmember Mahaffey absent.

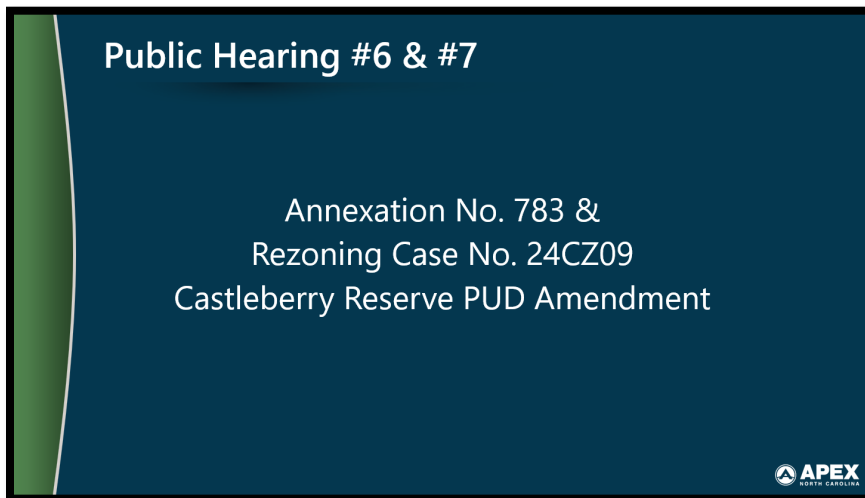
PH6* Annexation No. 783 - Castleberry Reserve - 0.672 acres (REF: ORD-2024-059)

AND

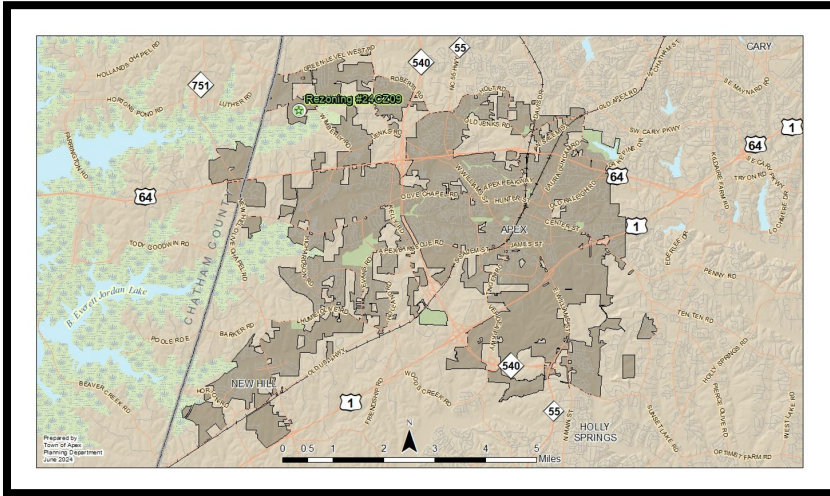
PH7* Rezoning Case No. 24CZ09 - Castleberry Reserve PUD Amendment (REF: ORD-2024-060)

June Cowles, Senior Planner, gave the following presentation regarding Annexation No. 783 - Castleberry Reserve, and Rezoning No. 24CZ09 - Castleberry Reserve PUD Amendment.

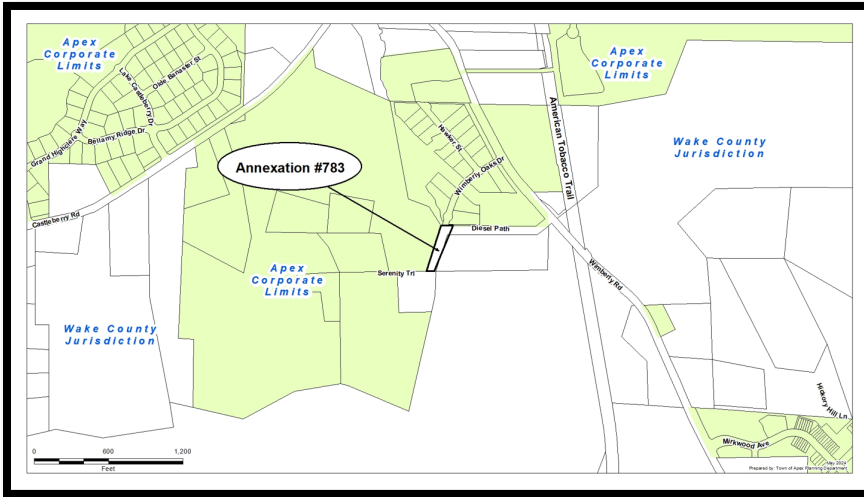
[SLIDE 26]



1 [SLIDE 27]



2
3 [SLIDE 28]



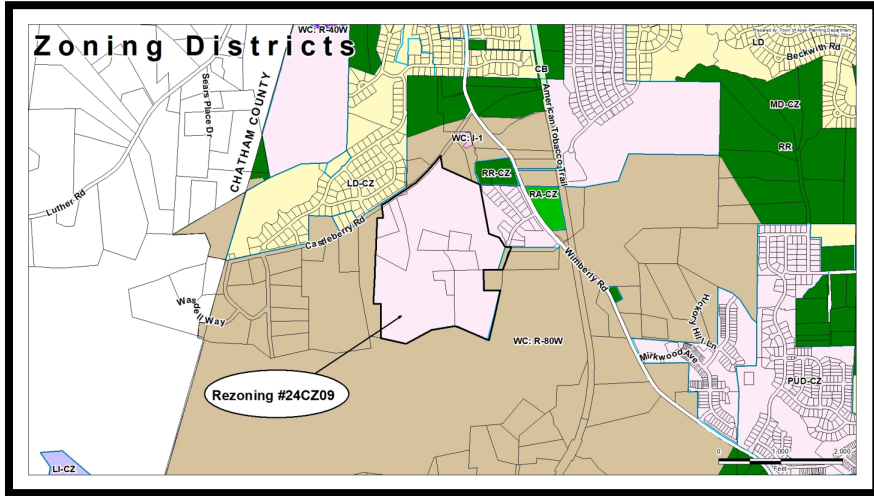
4
5 [SLIDE 29]



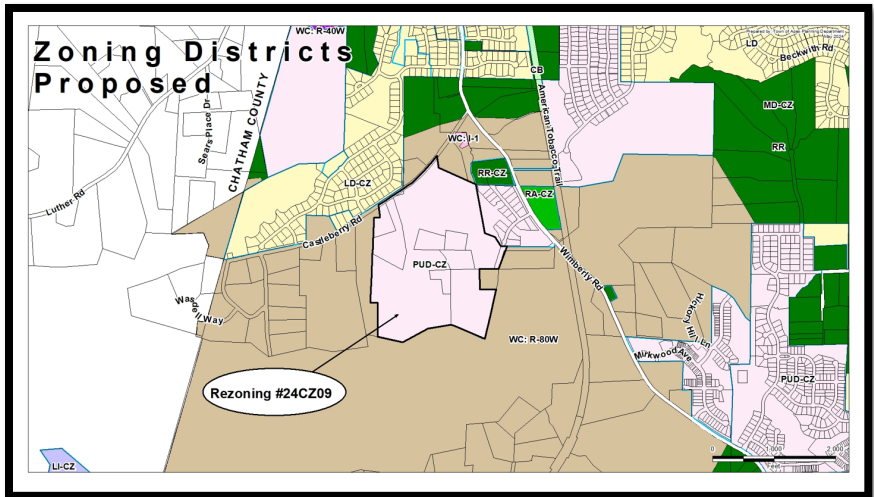
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DRAFT MINUTES

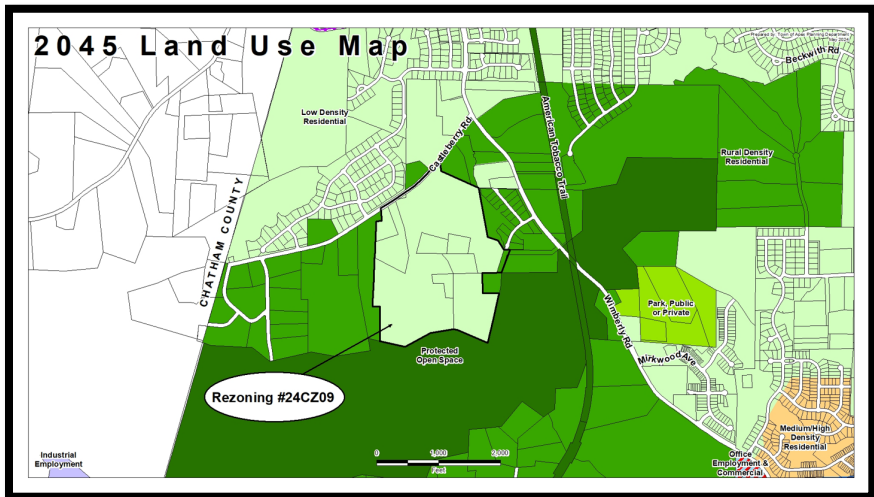
1 [SLIDE 30]



2
3 [SLIDE 31]



4
5 [SLIDE 32]



DRAFT MINUTES

Matthew Carpenter, of Parker Poe on behalf of the applicant, said there were minor changes made to the roadway on the property, and asked for approval.

Councilmember Killingsworth arrived at **4:42 PM**.

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

A **motion** was made by **Councilmember Gantt**, seconded by **Mayor Pro Tempore Gray**, to adopt an Ordinance on the Question of Annexation - Apex Town Council's intent to annex 0.672 acres, Castleberry Reserve, Satellite Annexation No. 783 into the Town Corporate Limits **AND** approve Rezoning No. 24CZ09 - Castleberry Reserve PUD Amendment.

VOTE: UNANIMOUS (3-1), with Councilmember Zegerman dissenting and Councilmember Mahaffey absent.

[ADJOURNMENT]

Mayor Gilbert adjourned the meeting at **4:43 PM**.

Jacques K. Gilbert
Mayor

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

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

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 13, 2024

Item Details

Presenter(s): Mary Beth Manville, Director

Department(s): Human Resources

Requested Motion

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

Approval Recommended?

Yes

Item Details

The current special events pay policy has crept beyond the original intent and in doing so, has limited our ability to address the needs and concerns of our teams. The Fair Labor Standards Act (FLSA) does not dictate any additional compensation beyond what would be earned under normal overtime/comp time criteria for special events. Special event pay was implemented to provide the additional half-time compensation in situations where FLSA would not require OT due to a holiday within the same period in which employees did not physically work more than 40 hours. The extra half-time pay was meant to recognize the time worked by employees since they did not get to enjoy the extra day off as intended with the holiday. It is important to note that FLSA also regulates the eligibility of special event pay, including the qualifications that special events occur outside regularly scheduled work hours and are not treated as comp time. The intent of the revisions is to provide flexibility that will allow our teams to enjoy a preference of time off or financial compensation instead of forcing everyone into the same compensation requirement.

Details of the changes are below and reflected in the attached "Town of Apex Personnel Policies" document. New language is indicated by **red font** and removed language has a ~~strikethrough~~.

Section 17. Special Event Pay

Special Event Pay is provided to non-exempt employees who are required/volunteer to work in a special event that occurs outside of their regularly scheduled work hours **within the same week of a pay period that**

the Town observes a holiday in which Town offices generally are closed. Administration will provide an annual calendar designating which special events qualify for Special Event Pay.

For non-exempt Fire and Police employees, Special Event Pay is provided when employees work in a special event that occurs outside of their regularly scheduled work hours within the same two-week pay period that the Town observes a holiday in which Town offices generally are closed.

For the purposes of this policy, if a non-exempt employee has completed a full work shift on the same day as an event and also works the event afterward, the event is considered to be outside of their regular schedule as referenced above.

Special Event Pay provides pay at 1.5 times the employee's hourly rate. Special event pay is for hours worked on an employee's regular day-of-rest, Saturday, Sunday, or "special days" and is therefore not subject to overtime hours/calculations and cannot be treated as compensatory time.

~~Special event pay is provided regardless of whether or not:~~

- ~~• a holiday falls within the week~~
- ~~• an employee has worked their required hours in the week (ex: 40)~~
- ~~• other leave has been used during the workweek (not subject to offsetting)~~

Hours worked in special events not designated on the Special Event Pay calendar will be addressed under regular Fair Labor Standards Act (FLSA) regulations, including eligibility for overtime compensation or compensatory time. Use of flexible schedules is encouraged, when possible, to allow employees the benefit of time off that would otherwise not be realized due to working a special event.

Exempt employees who work special events may either flex their schedules or accrue professional time per the personnel policy.

Attachments

- CN12-A1: Town of Apex Personnel Policies - Human Resources (HR) Policy Revisions - Town's Personnel Policies



TOWN OF APEX
PERSONNEL POLICY
August 13, 2024

BE IT RESOLVED by the Town Council of the Town of Apex that the following policies apply to the appointment, classification, benefits, salary, promotion, demotion, dismissal, and conditions of employment of the employees of the Town of Apex.

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ARTICLE I. GENERAL PROVISIONS

Section 1. Purpose of the Policy

This policy manual is designed to acquaint all employees with the Town of Apex rules and regulations set forth to establish a fair and uniform system of personnel administration and to provide information concerning working conditions, employee benefits, and some of the policies affecting Town employment.

Employees shall understand and comply with all provisions of this manual. If an employee is unclear of the meaning or purpose of a policy, he or she should seek assistance from a supervisor, Director of Human Resources for clarification or interpretation. The policy manual describes many responsibilities of an employee and outlines the programs the Town has developed to benefit our employees. One of our Town objectives is to provide a work environment that is conducive to both personal and professional growth.

No policy manual can anticipate every circumstance or question about every one of our policies. Furthermore, there may be situations where the need arises to revise, add, or cancel policies. Therefore, the Town reserves the right to add new policies, and to change or cancel existing policies at any time.

Employment by the Town of Apex is “at-will” employment. Employment-at-will permits the employee or the Town to end the employment relationship at any time. Nothing in this policy creates an employment contract or term between the Town and its employees. This policy is established under authority of Chapter 160A, Article 7 of the General Statutes of North Carolina. The Town’s Human Resources Department will notify employees of any changes to the policies as they occur.

Section 2. Responsibilities of the Town Council

The Town Council shall be responsible for establishing and approving personnel policies, the position classification and pay plan, and may change the policies and benefits as necessary. They also shall make and confirm appointments when so specified by the general statutes.

Section 3. Responsibilities of the Town Manager

The Town Manager shall be responsible to the Town Council for the administration and technical direction of the personnel program. The Town Manager shall appoint, suspend, and remove all Town officers and employees except attorneys providing legal advice to the Town Council and those elected by the people or whose appointment is otherwise provided for by law. The Town Manager shall make appointments, dismissals and suspensions in accordance with the Town Charter and other policies and procedures spelled out in other Articles in this Policy.

The Town Manager shall:

- a) recommend rules and revisions to the personnel system to the Town Council for consideration;
- b) make changes as necessary to maintain an up to date and accurate position classification plan;
- c) recommend necessary revisions to the pay plan;
- d) determine which employees shall be subject to the overtime provisions of FLSA;
- e) develop and administer such recruiting programs as may be necessary to obtain an adequate supply of competent applicants to meet the needs of the Town;
- f) perform such other duties as may be assigned by the Town Council not inconsistent with this Policy.

Section 4. Responsibilities of the Human Resources Director

The responsibilities of the Human Resources Director are to make recommendations to the Town Manager on the following:

- a) recommend rules and revisions to the personnel system to the Town Manager for consideration;
- b) recommend changes as necessary to maintain an up to date and accurate position classification plan;
- c) recommend necessary revisions to the pay plan;
- d) recommend which employees shall be subject to the overtime provisions of FLSA;
- e) maintain a roster of all persons in the municipal service
- f) establish and maintain a list of authorized positions in the municipal service at the beginning of each budget year which identifies each authorized position, class title of position, salary range, any changes in class title and status, position number and other such data as may be desirable or useful;
- g) develop and administer such recruiting programs as may be necessary to obtain an adequate supply of competent applicants to meet the needs of the Town;
- h) develop and coordinate training and educational programs for Town employees;
- i) investigate periodically the operation and effect of the personnel provisions of this policy; and
- j) perform such other duties as may be assigned by the Town Manager not inconsistent with this Policy.

Section 5. Application of Policies, Plan, Rules, and Regulations

The personnel policy and all rules and regulations adopted pursuant thereto shall be applicable to all Town employees, unless otherwise noted. The Town Manager, Town Attorney, members of the Town Council and advisory boards and commissions will be exempted except in sections where specifically included. An employee violating any of the provisions of this policy shall be subject to appropriate disciplinary action, as well as prosecution under any civil or criminal laws which have been violated.

Section 6. Departmental Rules and Regulations

Due to the particular personnel and operational requirements of the various departments of the Town, each department is authorized to establish supplemental written rules and

regulations applicable only to the personnel of that department. All such rules and regulations shall be subject to the approval of the Town Manager or their designee, except the rules for the Legal Department which are approved by the Town Attorney, and shall not in any way conflict with the provisions of this Policy, but shall be considered as a supplement to this Policy. A copy of the approved supplemental departmental rules shall be provided to the Human Resources Department and all employees of said department.

Section 7. Definitions

For the purposes of this policy, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Full-time employee. An employee who is in a position for which an average work week equals at least 40 hours, and continuous employment of at least 12 months, are required by the Town.

Part-time, benefited employee. An employee who is in a position for which an average work week of at least 20 hours and less than 40 hours and continuous employment of at least 12 months are required by the Town.

Part-time, non-benefited employee. An employee who is in a position for which an average work week of less than 20 hours and continuous employment of at least 12 months are required by the Town.

Regular employee. An employee appointed to a full or part-time position who has successfully completed the designated probationary period.

Probationary employee. An employee appointed to a full or part-time position who has not yet successfully completed the designated probationary period.

Temporary/Seasonal employee. An employee who is hired to work up to 40 hours per week for a limited period of time. Generally, term of employment does not exceed one year.

Trainee. An employee status when an applicant is hired (or employee promoted) who does not meet all of the requirements for the position. During the duration of a trainee appointment, the employee is on probationary status.

Intern. A status that enables students (or persons new to a field of study) to gain practical knowledge of their particular occupational area of interest through service with the Town.

Regular position. A position authorized for the budget year for a full twelve months and budgeted for twenty or more hours per week. All town positions are subject to budget review and approval each year by the Town Council and all employees' work and conduct must meet town standards. Therefore, reference to "regular" positions or employment should not be construed as a contract or right to perpetual funding or employment.

ARTICLE II. POSITION CLASSIFICATION PLAN

Section 1. Purpose.

The position classification plan provides a complete inventory of all authorized and permanent positions in the Town service, and an accurate description and specification for each class of employment. The plan standardizes job titles, each of which is indicative of a definite range of duties and responsibilities qualifications needed, and other required factors.

Section 2. Composition of the Position Classification Plan

The classification plan shall consist of:

- a) a grouping of positions in classes which are approximately equal in difficulty and responsibility which call for the same general qualifications, and which can be equitably compensated within the same range of pay under similar working conditions;
- b) class titles descriptive of the work of the class;
- c) written specifications for each class of positions; and
- d) an allocation list showing the class title of each position in the classified service.

Section 3. Use of the Position Classification Plan

The classification plan is to be used:

- a) as a guide in recruiting and examining applicants for employment;
- b) in determining lines of promotion and in developing employee training programs;
- c) in determining salary to be paid for various types of work;
- d) in determining personnel service items in departmental budgets; and
- e) in providing uniform job terminology.

Section 4. Administration of the Position Classification Plan

The Human Resources Director shall allocate each position covered by the classification plan to its appropriate class, and shall be responsible for the administration of the position classification plan. The Human Resources Director shall periodically review portions of the classification plan and recommend appropriate changes to the Town Manager.

Section 5. Authorization of the Position Classification Plan

The position classification plan shall be approved by the Town Council and on file with the Human Resources Director. Copies will be available to all Town employees for review upon request. New positions shall be established upon recommendation of the Town Manager or designee and approval of the Town Council after which the Town Manager, assisted by the Human Resources Director, shall either allocate the new position into the appropriate existing class, or revise the position classification plan to establish a new class to which the new position may be allocated.

New classifications may be created mid-year without Town Council approval if the fiscal year's authorized FTEs and budget are not exceeded; however, the new classification must be presented to and approved with all other classifications by Town Council during the following budget process.

Section 6. Request for Reclassification

Any employee who considers the position in which classified to be improper shall submit a request in writing for reclassification to such employee's immediate supervisor, who shall immediately transmit the request to the Department Head. The Department Head shall share the request with Human Resources, to determine the merit of the request and whether the position shall be studied out-of-cycle and during the next scheduled position study.

ARTICLE III. THE PAY PLAN

Section 1. Definition

The pay plan includes the basic salary schedule and the "Position Classification Plan" adopted by the Town Council. The pay plan consists of ranges for minimum to maximum rates of pay for all classes of positions.

Section 2. Administration and Maintenance

The Town Manager, assisted by the Human Resources Director, shall be responsible for the administration and maintenance of the pay plan. All employees covered by the pay plan shall be paid at a rate listed within the salary range established for the respective position classification, except for employees in trainee status or employees whose existing salaries are above the established maximum rate following transition to a new pay plan. Employees whose salaries reach the maximum of that grade will be paid in lump sum bonuses for any pay increases awarded.

The pay plan is intended to provide equitable compensation for all positions, reflecting differences in the duties and responsibilities, the comparable rates of pay for positions in private and public employment in the area, changes in the cost of living, the financial conditions of the Town, and other factors. To this end, the Town Manager shall request the Human Resources Director to make comparative studies of all factors affecting the level of salary ranges and may make minor adjustments in the allocation of positions to salary grades as long as the fiscal year budget and authorized FTEs are not exceeded. When major adjustments encompassing numerous positions are needed, or when a general adjustment is needed to the pay plan, the Town Manager shall recommend such changes in salary grades as appear to be warranted to the Town Council. The Town Council shall adopt the Pay Plan and Position Classification Plan, including any minor adjustments made by the Town Manager during the previous budget year, annually as part of the budget process.

Section 3. Starting Salaries

All persons employed in positions approved in the position classification plan shall be employed no lower than the minimum salary for the classification in which they are employed. Candidates that exceed the education and experience identified on the class specification may be employed above the minimum and up to the market rate of the established salary range. Offers that exceed the market rate require approval of the Human Resources Director or their designee.

Section 4. Trainee Designation and Provisions

Applicants being considered for employment or Town employees who do not meet all of the requirements for the position for which they are being considered may be hired, promoted, demoted, or transferred to a "trainee" status. In such cases, a plan for training, including a time

schedule, must be prepared by the Department Head. "Trainee" salaries shall be one or (no more than) two grades below the minimum salary established for the position for which the person is being trained. A new employee designated as "trainee" shall concurrently serve a probationary period. However, probationary periods shall be no less than six months and trainee periods may extend from three to eighteen months. A trainee shall remain a probationary employee until the trainee period is satisfactorily completed.

If the training is not successfully completed to the satisfaction of the Town, the trainee shall be transferred, demoted, or dismissed. If the training is successfully completed, the employee shall be paid at least at the minimum rate established for the position for which the employee was trained.

Section 5. Merit Pay

Employees may be considered for advancement within the established salary range based on the quality of their overall performance. Guidelines for determining performance levels and performance pay increases shall be established in procedures recommended by the Human Resources Director and approved by the Town Manager.

Section 6. Merit Pay Bonus

Employees who are at the top of the salary range for their position classification are eligible to be considered for a merit bonus at the time of their regular performance review date. Merit bonuses are awarded based on the performance criteria set in the performance pay matrix established each year. Merit bonuses are awarded in lump sum payments and do not become a part of base salary.

Section 7. Merit Pay Eligibility

Employees in regular positions are eligible to receive merit pay if they have been employed in the same position for the entire year. Merit pay is pro-rated for any employee who is out of work on any combination of paid and unpaid leave for greater than 12 weeks. New Employees are eligible to receive merit pay if they are hired before March 1 in the performance year. Merit pay is prorated for new employees based on the number of months as an active employee during the annual review period.

Temporary/seasonal Employees who are promoted to a regular position are also eligible for merit pay, pro-rated based on the number of months in the regular position during the annual review period. Employees who vacate a full-time position for a Temporary/seasonal position are considered to have been "separated" for purposes of merit, and are therefore not eligible for merit pay.

Employees promoted, transferred or demoted into different positions by March 1 are eligible

for merit pay, awarded at the same time as the rest of the Town. Position changes that occur on or after March 1 will be eligible for merit pay after 6 months in the position. In either of these circumstances, employees will be eligible for full merit pay (not pro-rated), as long as the employee has served in a regular position for the entire annual review period.

Section 8. Career Progression Pay Increases

The Town Manager may approve the use of an established career development ladder and associated schedule of salary increases, either provided as in-range salary adjustments or as a promotion to a different position classification. Career progression increases recognize and reward employees for attaining and maintaining a higher level of skill, knowledge, training and certification which provide added value to the Town.

The Human Resources Department will maintain a copy of the approved career development ladders and associated pay progressions established for Town positions.

Section 9. Special Salary Adjustments

Once a year, the Town Manager may adjust an employee's salary if the employee has taken on added responsibilities that may not warrant a positions reclassification, but which increase the responsibility and complexity of the employee's work, or to establish equitable salary relationships. A justification for each adjustment will be documented in the employee's personnel file and may not exceed 10% of the employee's current salary.

Salary adjustments are not intended to be used as counter-offers to allow employees who get job offers to be rewarded for seeking new jobs while other employees have remained committed to Town employment. Special salary adjustments will become effective the first full pay period after approval, unless otherwise specified.

Section 10. Salary Effect of Promotions, Demotions, Laterals, Transfers, and Reclassifications

Interim Promotions. Interim promotional increases may be approved by the Town Manager or their designee when an employee is anticipated to be in an "acting" capacity assuming the majority of the position's responsibilities for greater than two consecutive pay periods. Upon completion of the interim assignment, the employee's salary will revert to the salary that it would have been had the acting increase not occurred.

Promotions. When an employee is promoted, the employee's salary shall normally be advanced to the minimum level of the new position, or to a salary which provides an increase of at least approximately 5% over the employee's salary before the promotion, provided, however, that the new salary may not exceed the maximum rate of the new salary range.

The purpose of the promotion pay increase is to recognize and compensate the employee for taking on increased responsibility; however, if such action would create internal inequity within that classification, the salary shall be set appropriate to the employee's qualifications for the job in relationship to other employees in the same classification.

Demotions. When an employee is demoted to a position for which qualified, the salary may be set at the rate in the lower pay range which provides the smallest decrease in pay if action is not for cause or voluntary. If the current salary is within the new range, the employee's salary may be retained at the previous rate. If such action would create internal inequity within that classification, the salary shall be set appropriate to the employee's qualifications for the job in relationship to other employees in the same classification.

If the demotion is for cause (disciplinary), the salary shall be decreased by a minimum of at least approximately 5%, or to the maximum of the new range if that is a greater decrease.

Lateral Transfers. For non-competitive lateral moves or reassignments, there will normally be no change in salary. For a lateral move into a competitively recruited position, a salary increase may be granted based on the qualifications of the employee and the requirements of the position.

Reclassifications. An employee whose position is reclassified to a higher salary grade due to a change in the labor market will receive a pay increase according to guidelines established by the Human Resources Department and Town budget availability.

If a position is reclassified to a lower pay range, the employee's salary shall remain the same. If the employee's salary is above the maximum established for the new range, the salary of that employee shall be maintained at the current level until the range is increased above the employee's salary. An employee must be meeting performance expectations to receive a pay increase based on position reclassification

An employee whose position is reclassified due to significant job duty changes, such as taking on a supervisory role, or added responsibility for a major function at a higher level of responsibility which changes the employee's role, will be handled as a Promotion in accordance with the guidelines for promotional increases. A reclassification of this type typically results in a salary grade change of 2 or more grades.

Special Assignment. An employee may be eligible for special assignment pay if assigned to a duty of greater than 30 days where the duties differ significantly from those duties typical in the employee's normal job classification, or when the duties are increased significantly due to the additional assignment (such as serving as training officer for a new Police recruit.) The assignment pay increase amount may vary depending on assignment, but typically will not exceed of 5% and does not change the employee's classification or salary grade. Assignment pay is rescinded upon the expiration of the special assignment, unless otherwise stated in departmental policies.

Section 11. Salary Effect of Salary Range Adjustments

The Town's salary ranges will be evaluated annually to determine if adjustments are needed for inflation or other competitive pay purposes. Any recommended salary adjustments will be presented to Town Council for approval as part of the annual budget process. Approved adjustments will be effective the first full pay period of the fiscal year, or as determined by Council as part of the budget approval.

If, as a result of adjusting the salary ranges, the salary of an employee falls below the minimum of the adjusted pay range, that employee's salary will be increased to the minimum of the pay range.

Employees whose salaries remain within the adjusted pay range may receive an increase up to the amount of the pay range adjustment, based on Town budget availability and Council approval.

Section 12. Transition to a New Salary Plan

The following principles shall govern the transition to a new salary plan:

- 1) No employee shall receive a salary reduction as a result of the transition to a new salary plan.
- 2) All employees being paid at a rate lower than the minimum rate established for their respective classes shall have their salaries raised to the new minimum for their classes.
- 3) All employees being paid at a rate below the maximum rate established for their respective classes shall be paid at a rate listed in the salary schedule; all employees not at a listed rate shall have their salaries raised to a listed rate.
- 4) All employees being paid at a rate above the maximum rate established for their respective classes shall be maintained at that salary level until such time as the employees' salary range is increased above the employees' current salary.

Section 13. Effective Date of Salary Changes

Salary changes shall become effective as of the effective date of the change that warranted the salary adjustment, or at such specific date as may be provided by procedures approved by the Town Manager or their designee.

Section 14. Overtime Pay Provisions

Employees of the Town can be requested and may be required to work overtime hours as necessitated by the needs of the Town and determined by the Department Head.

To the extent that local government jurisdictions are so required, the Town will comply with the Fair Labor Standards Act (FLSA). The Human Resources Director shall determine which jobs are "non-exempt" and are therefore subject to the Act in areas such as hours of work and work periods, rates of overtime compensation, and other provisions.

Non-exempt employees will be paid at a straight time rate for hours up to the FLSA established limit for their position (usually 40 hours in a 7 day period; 171 hours for police and 212 for fire personnel in a 28 day cycle). Hours worked beyond the FLSA established limit will be compensated in either time or pay at the appropriate overtime rate. In determining eligibility for overtime in a work period, only hours actually worked shall be considered. In no event will vacation, sick leave or holidays be included in the computation of hours worked for overtime compensation.

The Town prefers for employees to take comp-time at the appropriate rate wherever possible, as this reduces the budget impact to the Town. However, employees who have worked more than 40 hours in the workweek (171 hours in a 28-day cycle for non-exempt sworn law-enforcement officers and 212 in a 28-day cycle for firefighters) may receive paid overtime wages if approved in advance by their supervisor, and based on budget availability. In all cases, if the method for compensating overtime changes, the employee shall be made aware of the change prior to working the overtime. Compensatory leave balances may not exceed 100 hours at any time; however, departments may enforce a lower comp-time balance threshold, if needed, for budget related reasons. Employees must use compensatory leave time in advance of using accrued vacation leave to account for time off.

Whenever practicable, departments will schedule time off on an hour-for-hour basis within the applicable work period for non-exempt employees, instead of paying overtime. When time off within the work period cannot be granted, overtime worked will be paid in accordance with the FLSA.

Non-exempt employees will be compensated for any remaining balance of compensatory time upon separation from the organization. Requests to 'cash in' earned compensatory time while employed are not allowed; however, the Town reserves the right to pay out or pay down comp balances at any time.

Employees are required to report any time in which they have worked but may not have been compensated; however, authorization to work overtime should be approved prior to working the extra hours; failure to do so may result in disciplinary action.

Employees in positions determined to be "exempt" from the FLSA will not receive pay for hours worked in excess of their normal work periods. These employees may be granted "professional leave" on an hour-for-hour basis, as approved by the Department Head. Exempt employees may not exceed a balance of 40 "professional" leave hours. Such leave time is not guaranteed to be taken and will not be compensated for any remaining hours upon separation from the organization.

The Town intends to make deductions from the pay of exempt employees only for authorized reasons as allowed under the Fair Labor Standards Act, and prohibits improper pay deductions. Exempt employees who wish to question deductions they believe to be improper should notify their supervisor and the Human Resources Director who will promptly investigate the concern. If

the deduction is found to be improper the Town will reimburse the employee for lost pay and take corrective action to ensure that such deductions do not occur again.

In emergency situations, where employees are required to work long and continuous hours, the Town Manager may approve compensation at time and one half for those hours worked and/or grant time off with pay for rest and recuperation to ensure safe working conditions.

Section 15. Call-back and Stand-by Pay

The Town provides a continuous twenty-four hour a day, seven day a week service to its customers. Therefore, it is necessary for certain employees to respond to any reasonable request for duty at any hour of the day or night. One of the conditions of employment with the Town is the acceptance of a share of the responsibility for continuous service, in accordance with the nature of each job position. If an employee fails to respond to reasonable calls for emergency service, either special or routine, the employee shall be subject to disciplinary actions up to and including dismissal.

Stand-by Status – A non-exempt employee who is on “stand-by” status and is required to remain on Town premises, or so close to the Town's premises that the employee cannot use the time effectively for his own purposes, is considered to be working and all hours are compensable under the FLSA as “engaged to wait.”

On Call Status – Non-exempt employees who are required to remain “on call” but are otherwise able to lead their normal off duty activities will not be compensated for time spent in on-call status. Under the FLSA, this type of situation is defined as “waiting to be engaged.” Although the employee is not limited in where and how they spend their time, they must carry a cell phone or pager and remain available with a professional demeanor in the event they are called back to respond to a critical situation. Employees are required to respond to the call back request within 10 minutes and must arrive at the designated work site of the emergency within 1 hour (or other agreed upon time, as approved by the supervisor) from the time the call was made.

On Call Pay – Non-exempt employees required to be “on-call” will be paid 1.25 hours per day, not to exceed 8 hours a week.

Call-back Pay – When employees are called back to work outside of normal working hours, compensation will be provided for a minimum of 2 hours if the completion of the task(s) is less than two hours. Tasks performed over 2 hours will be compensated for the actual time worked.

Note: Additional calls that are received while responding to the initial call are not subject to the 2 hours minimum rule. A new 2 hour minimum only applies if the employee returns home and is then called away from home an additional time.

For non-exempt employees, compensable time in call back duty begins when the person leaves home and ends when the person returns home. If the employee does not go directly home after

the call back, the normal travel time from the employee's residence to the applicable department building shall be added to the time when the employee left home originally plus the hours worked during the call back. For the purposes of overtime, hours worked when responding to a call will be handled in accordance with the Fair Labor Standards Act.

Employees who are able to respond to calls from home (are not required to leave home or return to work to resolve the issue) will receive a minimum of one hour for responding to calls outside of normal working hours. Tasks performed over one hour will be compensated for the actual time worked. Additional calls that come in during the initial hour are not eligible for the minimum hour compensation, but will be included in total time worked for the employee.

Failure to be available for callback or failure to report to the duty station when called back to work may constitute insubordination and may be subject to disciplinary action. Employees who are assigned to positions that are subject to be called back but are unable to report due to legitimate environmental conditions or situations outside of their control, shall immediately contact their supervisor to inform them of the situation and to provide documentation of their circumstances. Based on the circumstances surrounding the individual situation, the Department Head, in consultation with the Human Resources Director, shall have discretion in deciding any further course of action.

Employees who hold positions that are classified as exempt from the provisions of the Fair Labor Standards Act are not eligible for call back pay.

Section 16. Fee-based Pay

Employees who offer a specialized Town service after normal working hours may be eligible for fee-based pay provided that the after-hours work generates a fee large enough to reimburse the full personnel costs of the service in addition to providing revenue to the Town. Fee-based pay rates may be set by the Town Council upon approval of the specialized Town service. Employees are not eligible for fee-based pay for work done during the Town's normal operating hours.

Section 17. Special Event Pay

Special Event Pay is provided to non-exempt employees who are required/volunteer to work in a special event that occurs outside of their regularly scheduled work hours within the same week of a pay period that the Town observes a holiday in which Town offices generally are closed. Administration will provide an annual calendar designating which special events qualify for Special Event Pay.

For non-exempt Fire and Police employees, Special Event Pay is provided when employees work in a special event that occurs outside of their regularly scheduled work hours within the same two-week pay period that the Town observes a holiday in which Town offices generally are closed.

For the purposes of this policy, if a non-exempt employee has completed a full work shift on the same day as an event and also works the event afterward, the event is considered to be outside of their regular schedule as referenced above.

Special Event Pay provides pay at 1.5 times the employee's hourly rate. Special event pay is for hours worked on an employee's regular day-of-rest, Saturday, Sunday, or "special days" and is therefore not subject to overtime hours/calculations and cannot be treated as compensatory time.

Hours worked in special events not designated on the Special Event Pay calendar will be addressed under regular Fair Labor Standards Act (FLSA) regulations, including eligibility for overtime compensation or compensatory time. Use of flexible schedules is encouraged, when possible, to allow employees the benefit of time off that would otherwise not be realized due to working a special event.

Exempt employees who work special events may either flex their schedules or accrue professional time per the personnel policy.

Section 18. Payroll Deduction

Deductions shall be made from each employee's salary, as required by law. Additional deductions may be made upon the request of the employee on determination by the Town Manager or their designee as to capability of payroll equipment and appropriateness of the deduction.

ARTICLE IV. RECRUITMENT AND EMPLOYMENT

Section 1. Equal Employment Opportunity Policy

It is the policy of the Town to foster, maintain and promote equal employment opportunity. The Town shall select employees on the basis of the applicant's qualifications for the job and award them with respect to compensation and opportunity for training and advancement, including upgrading and promotion, without regard to age, race, religion, 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. Applicants with physical disabilities shall be given equal consideration with other applicants for positions in which their disabilities do not represent an unreasonable barrier to satisfactory performance of essential duties with or without reasonable accommodation.

It is a violation of Town policy to retaliate in any way against an employee who assists, participates in, or supports this policy or anyone making a bona-fide complaint under the this policy or who participates or assists in any EEOC, OSHA or other internal or external investigative processes protected by law.

Section 2. Implementation of Equal Employment Opportunity Policy

All personnel responsible for recruitment and employment will continue to review regularly the implementation of this personnel policy and relevant practices to assure that equal employment opportunity based on reasonable, job-related requirements is being actively observed to the end that no employee or applicant for employment shall suffer discrimination because of age, race, religion, 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. Notices with regard to equal employment matters shall be posted in conspicuous places on Town premises in places where notices are customarily posted.

Section 3. Recruitment, Selection and Appointment

Recruitment Sources. When position vacancies occur, Department Heads shall notify Human Resources concerning the number and classification of positions that are to be filled. Human Resources shall publicize these opportunities for employment, including applicable salary information and employment qualifications. It is the general practice that information concerning job openings and hiring practices shall be provided to recruitment sources, including organizations and other media available to ensure a diverse pool of applicants. In addition, notices of vacancies shall be posted on the Town website. Individuals shall be recruited from a geographic area as wide as necessary to ensure that well-qualified applicants are obtained for Town service. The local Department of Employment Security office may be notified of job

vacancies and may be used as a referral source. A vacancy may be filled using only internal recruitment to provide opportunities for qualified Town employees. In rare situations (because of emergency conditions, high turnover, lack of qualified applicants, etc. or where previous town experience is essential or exceptional qualifications of an internal candidate so indicate), the Town may hire or promote without advertising jobs, upon approval of the Town Manager or their designee.

Job Advertisements. Employment advertisements shall contain assurances of equal employment opportunity and shall comply with Federal and State statutes.

Application for Employment. All persons expressing interest in employment with the Town shall be given the opportunity to file an application for employment for positions which are vacant.

Application Reserve File. Applications shall be kept in an inactive reserve file for a period of two years, in accordance with the records retention schedule issued by the N.C Division of Archives and History.

Screening. The Human Resources Department shall oversee the process for screening applications for employment and selecting a pool of candidates for further consideration.

Selection. Hiring Supervisors shall make such investigations and conduct such examinations as necessary to assess accurately the knowledge, skills, and experience qualifications required for the position. All selection devices administered by the Town shall be valid measures of job performance.

Appointment. Before any commitment is made to an applicant, either internal or external, the Hiring Supervisor shall make recommendations to Human Resources including the position to be filled, the salary to be paid, and the reasons for selecting the candidate over other candidates.

Temporary/Seasonal Employee Appointments. Department Heads may recruit and hire temporary/seasonal employees without the approval of the Human Resources Director and Town Manager provided that the temporary/seasonal employee is not a relative of a regular employee (as defined in the Town's "Employment of Relatives" policy) and the wages for the temporary/seasonal employee are included in the department's budget. Department Heads are responsible for ensuring that the average workweek of a temporary/seasonal employee does not exceed 20 hours per week unless the temporary/seasonal assignment is less than 12 months in duration. The Human Resources Department will assist with recruitment efforts when necessary to fill on- going temporary/seasonal assignments.

Section 4. Probationary Period

All new employees or employees promoted to a regular position shall serve a probationary period. Employees shall serve a six-month probationary period, except that sworn police and fire personnel shall serve a twelve-month probationary period. During the probationary period,

supervisors shall monitor an employee's performance and communicate with the employee concerning performance progress. Before the end of the probationary period, the supervisor shall conduct a performance evaluation conference with the employee and discuss accomplishments, strengths, and needed improvements. A summary of this discussion shall be documented in the employee's personnel file. The supervisor shall recommend in writing whether the probationary period should be completed, extended, or the employee transferred, demoted, or dismissed. Probationary periods may be extended for a maximum of three additional months.

While an employee is on probationary status, he/she is not eligible to apply for other positions within the Town, except in matters of direct placement, or with the Town Manager's approval.

While serving on probationary status, all new full and part time employees shall receive all benefits provided in accordance with this Policy (any mandatory waiting periods will apply), but shall not be entitled to utilize the complaint resolution procedures established by this Policy.

Disciplinary action, including demotion and dismissal, may be taken at any time during the probationary period of a new hire without stating a reason and without following the steps outlined in this Policy. A promoted employee who does not successfully complete the probationary period may be transferred or demoted to a position in which the employee shows promise of success. If no such position is available, the employee shall be dismissed. Promoted employees retain all other rights and benefits such as the right to use of the complaint resolution process.

Section 5. Promotion

Promotion is the movement of an employee from one position to a vacant position in a class assigned to a higher salary range. It is the Town's policy to create career opportunities for its employees whenever possible. Therefore, when a current employee applying for a vacant position is best suited of all applicants, that applicant shall be appointed to that position. The Town will balance three goals in the employment process: 1) the benefits to employees and the organization of promotion from within; 2) providing equal employment opportunity and a diversified workforce to the community; and 3) obtaining the best possible employee who will provide the most productivity in that position.

The Town Manager has the authority to make a direct internal promotion, especially where previous town experience is essential (such as promotions to Police Sergeant), or exceptional qualifications of an internal candidate so indicate; however, in most cases, the Town will consider both external and internal candidates rather than automatically promote from within. Candidates for promotion shall be chosen on the basis of their qualifications and their work records. Internal candidates shall apply for promotions using the same application process as external candidates.

Section 6. Demotion

Demotion is the movement of an employee from one position to a position in a class assigned to a lower salary range. An employee whose work or conduct in the current position is unsatisfactory may be demoted provided that the employee shows promise of becoming a satisfactory employee in the lower position. Such demotion shall follow the disciplinary procedures outlined in this policy.

Disciplinary demotions are not subject to “save pay” or “save grade” adjustments. Reassignment to a lower grade or lower pay position is a part of the disciplinary action and therefore there is no intent to retain or protect the employee’s previous pay or grade.

Section 7. Transfer

Transfer is the movement of an employee from one position to a position in a class in the same salary range. If a vacancy occurs and an employee in another department is eligible for a transfer, the employee shall apply for the transfer using the usual application process.

A Department Head wishing to transfer an employee to a different department or classification shall make a recommendation to the Town Manager, or their designee, with the consent of the receiving Department Head. Any employee transferred without requesting the action may ask for a review of the action in accordance with the complaint resolution process outlined in this policy.

An employee who has successfully completed a probationary period may be transferred into the same classification without serving another probationary period.

ARTICLE V. CONDITIONS OF EMPLOYMENT

Section 1. Work Schedule

Department Heads shall establish work schedules that meet the operational needs of the department in the most cost effective manner possible. All schedules must be approved by the Town Manager, or their designee, and will be in accordance with the Fair Labor Standards Act.

Section 2. Meal Periods and Rest Breaks

The work schedule of fulltime employees should normally include a meal break of a minimum of 30 minutes to provide the employee the opportunity to rest and eat during the workday. Meal breaks for employees who do not work in public safety are unpaid and the employee is free to leave the work premises.

Section 3. Lactation Breaks

A nursing mother will be provided with reasonable paid breaks during the work day for the purpose of expressing breast milk for her child. If the employee does not have a private office, the employee shall be provided with a private space (not a bathroom) in close proximity to the work area, where she can express milk in privacy.

Section 4. Attendance

An employee is expected to report to his/her workstation at the required time. If the employee is going to be absent or tardy, the employee must notify the supervisor with as much notice as possible, in accordance with department notice procedures. If the supervisor is unavailable, the employee should contact their Department Head or Human Resources, if the Department Head is not available.

Employees who are delayed and who have not notified their supervisor of their expected tardiness or absence for that day may be charged leave without pay for the period of their absence. Repeated absences, tardiness, and/or unapproved leave can result in disciplinary action, including termination.

Section 5. Political Activity

Each employee has a civic responsibility to support good government by every available means and in every appropriate manner. Each employee may join or affiliate with civic organizations of a partisan or political nature, may attend political meetings, may advocate and support the principles or policies of civic or political organizations in accordance with the Constitution and laws of the State of North Carolina and in accordance with the Constitution and laws of the United States. However, no employee shall:

- a) Engage in any political or partisan activity while on duty;
- b) Use official authority or influence for the purpose of interfering with or affecting the result of a nomination or an election for office;
- c) Be required as a duty of employment or as condition for employment, promotion or tenure of office to contribute funds for political or partisan purposes;
- d) Coerce or compel contributions from another employee of the Town for political or partisan purposes;
- e) Use any supplies or equipment of the Town for political or partisan purposes; or
- f) Be a candidate for nomination or election to office for the Town of Apex;

Any violation of this section shall subject the employee to disciplinary action including dismissal.

Section 6. Secondary Employment

The work of the Town shall have precedence over other occupational interests of employees. All outside employment for salaries, wages, or commission and all self-employment must be reported in advance to the employee's supervisor, who in turn will report it to the Department Head. The Department Head will review such employment for possible conflict of interest and decide whether to approve the work.

Conflicting or unreported outside employment is grounds for disciplinary action up to and including dismissal.

Secondary employment is not permitted when it:

- Creates either directly or indirectly a conflict of interest with the Town, or
- Brings discredit to the Town or conflicts with the Town's goals, mission, or vision, or
- Impairs the employee's ability to perform all expected duties, and/or the ability to make decisions and carry out in an objective view the duties and responsibilities of the Town.

No regular, full-time employees are permitted to work in other departments within the Town.

Special exceptions to the rules above may be made, with the approval of the Town Manager, when deemed to be in the best interest of the Town.

Approval for secondary employment may be withdrawn at any time if it is determined that secondary employment has an adverse impact on primary employment. Secondary Employment arrangements should be reviewed annually for approval.

Section 7. Expectation of Ethical Conduct

Successful business operation and reputation of the Town of Apex is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity. Continued success of the Town of Apex is largely dependent upon the public's trust, which we are dedicated to preserving. Employees owe a duty to the Town of Apex, the public, and Council members to act in a way that will merit the continued trust and confidence.

The Town of Apex will comply with all applicable laws and regulations. All employees are to conduct Town business in a professional manner and in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct. All Town employees are to be treated with dignity and respect. In general, the use of good judgment, based on high ethical principles, will guide employees with respect to acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the employee should seek advice and consultation by discussing the matter openly with his/her immediate supervisor and, if necessary, with the Human Resources Department. Compliance with this policy is the responsibility of every Town of Apex employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

Section 8. Conduct and Working Environment

Employees are expected to conduct themselves in an appropriate manner as judged by a reasonable person.

The Town encourages a congenial work environment of respect and professionalism. Decorum, collegiality, kindness, respect, and professional courtesy are ideals to be pursued amongst employees.

Disrespectful conduct or actions are prohibited. This prohibition includes but is not limited to intentional acts such as:

- Verbal abuse: slandering, ridiculing or maligning a person or his/her family; persistent name calling which is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks
- Physical abuse: pushing; shoving; kicking; poking; tripping; assault, or threat of physical assault; damage to a person's work area or property
- Hostile Gestures: non-verbal threatening gestures
- Exclusion: socially or physically excluding or disregarding a person in work-related activities
- Persistent singling out of one person

- Shouting and/or yelling at an individual in public and/or in private
- Personal insults and use of offensive nicknames
- Deliberately interfering with mail and other communications
- Spreading rumors and gossip regarding individuals
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave
- Using intimidation tactics and making threats
- Sabotaging another's work
- Stalking others
- Making malicious, false, and harmful statements about others or the Town
- Publicly disclosing another's private information (outside of public records law requirements)
- Fraud
- Falsification of records for personal profit

Any of the above actions, or conduct that is otherwise deemed as bullying or discriminatory, will not be tolerated and will be handled in accordance with Article IX. Unsatisfactory Job Performance and Detrimental Personal Conduct.

Section 9. Use of Town Time, Equipment, Supplies and Vehicles

Town supplies and equipment are to be used for the Town's business. During working hours, employee personal use must be restricted to occasional use that does not interfere with the conduct of Town business. Personal use should be limited to personal time (breaks, after hours) and personal use of the phone, internet and e-mail on Town time must be kept to a minimum. Supervisors are expected to monitor the extent of personal use of these assets during regular working hours. For more information regarding appropriate use of Town supplies and equipment, please refer to the Town's Information Technology Policy.

Employees are responsible for assuring the security of Town confidential material in their possession and similarly maintaining the security of Town-provided equipment.

Town employees are required to report time worked in the Town's time & attendance system. Time claimed as "work time" shall accurately report actual time and physical attendance. Failing to accurately report time worked will be deemed as waste, fraud, and abuse and will be subject to disciplinary action.

All employees who use Town vehicles are required to follow applicable motor vehicle and safety requirements. Violation of Town vehicle policies or misuse of Town vehicles also subjects the employee to disciplinary action, up to and including dismissal.

Section 10. Employment of Relatives

The Town prohibits the hiring and employment of immediate family members or domestic

partners (as defined herein) into any regular full or part-time position within the same work unit or department, or to any temporary/seasonal position in the same work unit or department, unless the temporary/seasonal position is either short-term in duration or only involves occasional and sporadic work. "Immediate family" shall be defined to include spouses, children, parents, siblings, grandparents, grandchildren (regardless of whether such family members are related by blood, adoption or marriage) and guardians.

The Town also prohibits the hiring and employment of any person who is an immediate family member of individuals holding the following positions: Town Manager, Assistant Town Manager, Finance Director, Town Attorney, or any members of the Human Resources Department.

Otherwise, the Town will consider employing family members or related persons in the service of the Town, provided that such employment does not:

- 1) result in a relative supervising relatives;
- 2) result in a relative auditing the work of a relative;
- 3) create a conflict of interest with either relative and the Town; or
- 4) create the potential or perception of favoritism.

The Town also prohibits the hiring and employment of an immediate family member of the Mayor or a Town Council Member. An immediate family member of an elected official may remain employed if hired prior to the official's election or appointment to office.

For purposes of this Section, "domestic partners" shall mean two individuals who have reached the age of majority and live together in a relationship of indefinite duration, with an exclusive mutual commitment (i.e., are not married to anyone else, do not have another domestic partner, and are not related by blood more closely than would bar their lawful marriage pursuant to the laws of North Carolina) in which the partners share the necessities of life.

Section 11. Job Related Discrimination and Workplace Harassment

The Town is committed to maintaining a work environment free of workplace harassment for its employees, customers and citizens. Town of Apex employees are prohibited from engaging in workplace harassment, which is defined as offensive and unsolicited speech or conduct that denigrates or shows hostility or aversion toward a person or group of persons because of such person's or persons' age, race, religion, 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.

The speech and conduct prohibited by this policy include, but are not limited to, any offensive and unsolicited speech or conduct based on age, race, religion, 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 (i) that has the purpose or effect of creating a hostile work environment (as defined below), or (ii) submission to which is made, either explicitly or implicitly, a term or condition of a person's (or group of persons') employment or is used as the basis for employment decisions affecting such person (or group of persons).

For purposes of this policy, workplace harassment shall be deemed to create a hostile work environment if the speech or conduct, taking into account all of the relevant circumstances, (i) is objectively severe enough or sufficiently pervasive enough to create a work environment that a reasonable person would find to be hostile or abusive, (ii) is perceived to be hostile or abusive by the complainant(s), and (iii) has the purpose or effect of substantially interfering with an employee's (or group of employees') work performance.

For purposes of this policy, workplace harassment because of a person's sex shall include, but not be limited to, unwelcome sexual advances, requests for sexual favors, and other speech or conduct of a sexual nature when submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of a person's employment, or is used as the basis for employment decisions affecting such person.

Each employee is responsible for creating an atmosphere free of discrimination. Employees are responsible for respecting the rights of their coworkers.

If an employee experiences any job-related discrimination or harassment based on age, race, religion, 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, or if an employee believes to have been treated in an unlawful, discriminatory manner or have been unlawfully harassed, the incident should be promptly reported to the supervisor. If the employee believes it would be inappropriate to discuss the matter with his/her supervisor, the incident should be reported directly to the Department Head or the Human Resources Department. Once made aware of the complaint, the Town is committed to commence an immediate, thorough investigation of the allegations. Complaints will be kept confidential to the maximum extent possible.

If, at the completion of the investigation, the Town determines that an employee is guilty of discriminatory or harassing behavior, appropriate disciplinary action will be taken against the offending employee.

The Town prohibits any form of retaliation against any employee for filing a bona fide complaint under this policy or for assisting in the complaint investigation. However, if, after investigating any complaint of unlawful discrimination, the Town determines that any employee intentionally provided false information regarding the complaint, disciplinary action

may be taken against the one who gave the false information.

Violations of this policy shall constitute detrimental personal conduct pursuant to Article IX of the Town's Personnel Policies, and shall subject violators to disciplinary action, up to and including dismissal.

Section 12. Acceptance or Granting of Gifts and Favors

No employee of the Town shall accept any gift, favor, or thing of value which could appear to influence such employee in the discharge of the employee's duties, or generate the appearance of impropriety. Acceptance of any item regardless of perceived value must be reported to the Department Head with the exception of token gifts and trinkets, acts of generosity with nominal value given to a group of employees in appreciation, and corporate discounts provided to all public safety or Town personnel regardless of position. No preferential treatment or improper favor, service or thing of value may be conveyed or granted in the discharge of duties.

Section 13. Performance Evaluation

Supervisors and/or Department Heads shall conduct Performance Evaluation conferences with each employee at least once a year. These performance evaluations shall be documented in writing and placed in the employee's personnel file.

Guidelines regarding when and how performance evaluations are to be conducted are maintained by the Human Resources Department.

Section 14. Safety

Safety is the responsibility of both the Town and employees. It is the policy of the Town to establish a safe work environment for employees. The Town shall establish a safety program including policies and procedures regarding safety practices and precautions and training in safety methods. Department Heads and supervisors are responsible for ensuring the safe work procedures of all employees and providing necessary safety training programs. Employees shall follow the safety policies and procedures and attend safety training programs as a condition of employment. Employees who violate such policies and procedures shall be subject to disciplinary action up to and including dismissal.

The violation of safety rules may be considered detrimental personal conduct and can result in disciplinary action including suspension, demotion or dismissal. Examples of safety-related detrimental personal conduct include but are not limited to:

- Workplace Violence
- Dangerous use of Vehicle or Equipment (i.e. racing, use as a weapon)
- Horseplay resulting in Injury or Property Damage
- Purposely and Repeatedly not using PPE

- Possession and/or use of Drugs/Alcohol at workplace
- Entering Confined Space without using proper procedures

Section 15. Substance Abuse Policy

The Town may establish policies and procedures related to employee substance abuse in order to ensure the safety and well-being of citizens and employees, and to comply with any state, federal, or other laws and regulations.

Section 16. Immigration Law Requirements

All employees are required to furnish proof of citizenship or other required documents indicating a legal right to work in the United States. Completed I-9 forms are maintained separately from the personnel file.

Section 17. Workers' Compensation and Return to Work

All employees of the Town are covered by the North Carolina Workers' Compensation Act and are required to report all injuries arising out of and in the course of employment to their immediate supervisors at the time of the injury in order that appropriate action may be taken at once.

Filing a Workers' Compensation Claim

Town of Apex Worker's Compensation claims are handled by Human Resources. All claims are managed in accordance with the NC Workers' Compensation statutes and the North Carolina Industrial Commission. Benefits are determined by law, as provided in General Statutes of NC, Chapter 97. The Human Resources Department will assist employees if unresolved problems arise. To qualify, an employee must immediately report any job-related injury to their supervisor or Department Head who will take actions necessary to attain appropriate help for the employee. Responsibility for claiming compensation under the Workers' Compensation Act falls upon the injured employee, and the employee must file such claims with the North Carolina Industrial Commission within two years from date of injury. Employees must report an on-the-job injury or illness to their supervisor within twenty-four (24) hours, regardless of how minor the injury. The supervisor will assist the employee in filing the claim. Additionally, injury reports must be filed as detailed in the Town of Apex Risk Management Manual.

Medical Treatment for Work-related Injuries

Under NC Workers' Compensation law, the Town of Apex has the right to direct medical care for employees who suffer work related injuries or illnesses. Town employees shall seek medical treatment for work related injuries from the Town's designated healthcare provider. Employees may not seek medical treatment for work related injuries from other healthcare providers unless emergency treatment is needed. In life-threatening emergencies, 911 should be called and the employee should be transported to the nearest hospital emergency room. If emergency treatment is necessary outside of the business hours of the Town's designated healthcare provider, the employee may go to a hospital emergency room.

After treatment from the health care provider, the employee must return the physician's work limitations or release form or other instructions from an emergency room physician to their supervisor. The injured employee will not be charged sick or vacation leave while receiving initial medical care. Employees are responsible for providing their supervisor with all related physician notes and any updates on their status.

Modified Duty Assignments

The Town encourages early return to work for employees who suffer work related injuries or illnesses. If the healthcare provider determines that the injured employee cannot return to their job without restrictions, a modified work assignment or reassignment to a different job will be considered. In all cases, managers and supervisors are expected to work with employees to identify modified duty opportunities, with the primary focus being the return of the employee to their regular job. If a suitable modified duty position cannot be found Human Resources should be contacted to assist in finding reasonable accommodations, including tasks within the department that may be different than the employee's regular job or reassignment to a different job. Employees who return to a modified duty assignment must perform the work within the restrictions indicated by the healthcare provider.

Employees must report to their next scheduled shift once the healthcare provider releases them to work. Failure to report to a modified duty assignment may result in disciplinary action. Employees are responsible for providing their supervisor with written notice of the healthcare provider's change in restrictions. The modified duty assignment will end when the employee reaches maximum medical improvement. If the employee reaches maximum medical improvement but cannot return to the original job, the Human Resources Department will consider all other options available under the Town's personnel policies.

Absence Due to Work-Related Injury

An employee unable to work due to a work related injury or illness may use accrued sick, vacation, or compensatory leave during the first seven calendar days of the work related disability, which by law are not eligible for Workers' Compensation pay. If the injury results in a disability requiring absence from work totaling 21 calendar days or more, the Workers' Compensation pay shall be retroactive beginning with the first day of absence. All leave time expended during the first seven days of the disability, in excess of the maximum allowed to

supplement the Workers' Compensation payment, may be reinstated to the employee if the employee makes arrangements with the Town of Apex Finance Department to make payment for the hours requested to be reinstated.

Under the Worker's Compensation Act no contributions are made by the employer into an employee's retirement fund during any period an employee receives Workers' Compensation pay.

If the work related disability qualifies, the employee will be placed in Family Medical Leave status in accordance with the Family Medical Leave Act. The town will pay the individual's premium for medical insurance, life insurance, and dental benefits. Premiums for dependent coverage are the employee's responsibility.

If total disability exists, employees may receive additional assistance through a Social Security disability and/or a disability retirement through the NCLGERS, provided the employee has reached maximum medical improvement and has received a permanent total disability rating from the approved healthcare provider. Human Resources can provide more information in these cases.

Return to Work

Employees released by their treating physician or therapist to return to full duty will be required to complete a Fitness for Duty certification. This form shall be completed by the employee and the employee's treating physician prior to the return to work release date.

Employees on Workers' Compensation leave status can expect to return to an equivalent position in the Town if they return to work within 52 weeks from the date of the Workers' Compensation disability absence. If the employee is medically unable to perform previous job duties, they will be placed in a suitable position according to their qualifications, availability of a position, and North Carolina Workers' Compensation Law.

After one year during which an employee is unable to perform full duties and/or a full schedule due to an on-the-job (or other) injury, the employee may be terminated after all options have been considered in accordance with federal and state laws.. Termination of employment at any point may also take place if medical information indicates that the employee is unlikely ever to be able to perform the full duties of the position. Upon termination, the Human Resources Department will assist the employee in obtaining whatever benefits are available through Workers' Compensation, and/or the Local Government Employees' Retirement System.

Section 18. Fitness for Duty

The Town is committed to providing a safe workplace for employees. In order to provide a safe work environment, employees must be able to perform their job duties in a safe, secure, productive, and effective manner for the duration of their work schedule. Employees who are

not fit for duty may present a safety hazard to themselves, their co-workers or the public.

Purpose

The purpose of this policy is to establish procedures and criteria by which the Town can ensure that employees are fit for duty. In addition, this policy will provide guidelines for determining light duty assignments regarding employees that are unable to perform their regular assigned duties as a result of a non-work related injury/illness/psychological condition.

Scope

This policy applies to all Town employees.

Definitions

Fit for duty - means the employee is able to perform their regular assigned duties in a safe, secure, productive, and effective manner.

Light Duty - is a temporary, modified work assignment, different from an employee's regular assignment that may be offered to employees that are unable to perform their regular assigned duties as a result of a non-work related injury/illness/psychological condition.

Roles & Responsibilities

A. Employee Responsibilities

- 1) Employees must come to work fit for duty, and be able to perform their job responsibilities in a safe, secure, productive, and effective manner during the entire time they are working.
- 2) Employees are responsible for notifying their supervisors when they are not fit for duty.
- 3) Employees must immediately notify their supervisors of any non-work-related illness/injury/condition that may affect their ability to perform their job duties and/or compromise their safety, the safety of their co-workers, or the public.
- 4) Employees must notify their supervisor of any medication they are taking (prescription or over-the-counter) that may affect their ability to perform their job duties.
- 5) Employees must keep their supervisor updated on any subsequent changes to the status of their injury/illness/psychological condition or use of medication.
- 6) While performing their light duty assignment, employees must comply with the temporary work restrictions and recommendations from their personal physician.
- 7) Employees are responsible for notifying their supervisor when they observe a coworker acting in a manner that indicates the coworker may be unfit for duty.
- 8) Employees must comply with all aspects of the Fitness for Duty Policy. Failure to comply may be grounds for disciplinary action up to and including termination.

B. Supervisor Responsibilities

- 1) Supervisors are responsible for observing the attendance, performance, and behavior of their employees.
- 2) Supervisors must maintain confidentiality of the employee's medical information and records.
- 3) Supervisors should contact Human Resources with any questions concerning the employee's work restrictions.
- 4) Supervisors are responsible for ensuring compliance with all aspects of the Fitness for Duty Policy. Failure to comply may be grounds for disciplinary action up to and including termination.

Light Duty Eligibility

In order for employees to be eligible for a light duty assignment, documentation must be provided from a licensed medical provider authorizing the employee to return to work in a light duty capacity. The medical documentation must clearly define the following information:

- a. Employee's work status
- b. Specific work restrictions
- c. Duration of restrictions
- d. Medication regimen
- e. Prognosis for recovery
- f. Physical therapy schedule (if applicable)

Documentation shall be submitted to the immediate supervisor and forwarded through the chain of command to the Department Head. The Department Head will be responsible for providing Human Resources with a copy of the documentation. The Department Head will consult with Human Resources on the feasibility of light duty within their department or within another Town department.

Medical Clearance

The employee's personal physician will make the initial medical determination whether to clear the employee back to work following a non-work related injury/illness/psychological condition, unless the conditions listed under "Fitness for Duty Examination Procedures" exist. If the conditions exist, the Town's authorized physician will make the medical determination by conducting a fitness for duty exam.

Fitness for Duty Examination Procedures

A fitness for duty medical examination will be required by the Town's authorized physician for a

non-work related injury/illness/psychological condition under the following conditions:

- 1) The employee's personal physician has cleared them to return to work but their supervisor or manager, based on direct observation, reasonably believes that the employee's injury/illness/psychological condition may interfere with their ability to perform their job duties safely, or could pose a direct threat to others.
- 2) The employee is taking medication (prescription or over-the-counter) that could interfere with their ability to perform their job duties safely, or could pose a direct threat to others.

Light Duty Criteria

The Town does not guarantee light duty assignments for employees that have a non-work related injury/illness/psychological condition. Light duty assignments will typically be scheduled during normal business hours, with the employee working their normal number of scheduled hours. Generally, overtime is not permitted. If overtime is being considered, Human Resources must be consulted and the Town Manager or their designee must approve. Accumulated leave may be used in the event that the employee is not able to work their normal work schedule.

Employees must meet the following criteria:

- 1) Employee must be capable of doing productive work for their assigned department or another Town department.
- 2) Light duty assignments shall not exceed 90 days. In certain circumstances this period may be extended based on the treating physician recommendations, the availability of qualifying light duty assignments, and the approval of the Town Manager or their designee.
- 3) Employee must attend regular follow-up medical appointments.

Light Duty Assignments

Guidelines for determining appropriate light duty assignments:

- 1) Light duty assignments must comply with the employee's temporary work restrictions issued by the licensed, treating physician.
- 2) Light duty assignments must involve tasks that are meaningful and valuable to the Town.
- 3) Light duty assignments will always have an ending date. This date may be extended as specified under "Light Duty Criteria" in this policy.

If a light duty assignment meeting the employee's work restrictions isn't available within the employee's department, the Department Head will contact Human Resources for assistance in securing a suitable assignment in another Town Department. The

Department Head, in consultation with Human Resources, will make the final determination regarding the light duty assignment. If a light duty assignment meeting the employee's work restrictions isn't available in another department, the employee must use accrued sick, vacation, or compensatory time in order to be paid for time away from work. In such cases, the Human Resources Department shall be notified so that FMLA eligibility can be assessed.

Section 19. Inclement Weather

The Town of Apex recognizes that severe weather conditions and other rare emergency circumstances may make it difficult to provide a full range of Town services to the citizens. This policy clarifies the designation of service critical personnel and provides direction on how to account for work hours when the Town's normal operating hours are modified.

Declaration of an Emergency

The Town Manager will determine when emergency conditions exist that warrant the alteration of the Town's normal business operating hours of 8:00 am – 5:00 pm.

When the Town Manager alters the Town's normal work hours (late opening, early closing, or closed for the day) this decision will be communicated as soon as possible through the Employee Notification Hotline: 919-249-3405, the Town's email system, and on the Town's intranet. Employees who are not deemed to be Service Critical do not have to report to work during the closing period and may qualify for administrative leave during this period.

Designation of Service Critical Personnel

The Town provides a range of essential services that require personnel to be physically present at work to respond to emergency conditions regardless of the weather conditions. Department Heads are responsible for designating employees as Service Critical Personnel in the event of inclement weather or other emergency conditions. Service Critical personnel are expected to report to work during emergency situations unless specifically directed not to report to work.

Employees should be clear on their designation as "Service Critical" in advance of an emergency event. Service Critical personnel are expected to follow departmental leave request policies, and use accrued leave time (sick, vacation, comp) to cover missed work time during the emergency event.

When severe weather is predicted, the Town may make special arrangements for Service Critical personnel in order to ensure their availability to work. These provisions may include allowing personnel to drive Town vehicles home, arranging for hotel rooms and meals, or setting up sleeping quarters on-site. When submitting time sheets to payroll after an

emergency event, "Service Critical" must be noted on the employee's timesheet to ensure proper processing.

Any overtime earned by a non-exempt employee during emergency situations will be calculated in accordance with the Fair Labor Standard Act.

Exempt employees who are required to work during a designated period of declared disaster or local emergency will receive pay at 1.5 hours of their calculated hourly rate (based on annual salary) for any hours worked over 40 in the week. This provision only applies to exempt employees who are at the Assistant Town Manager level and below.

Eligibility for Administrative Leave

When Town operations are closed for a full day, a fulltime employee whose job is not deemed to be service critical is eligible to receive administrative leave for the day if the employee was scheduled for work and planning to attend work during the closing period. Employees who are out on sick leave immediately before and immediately following an administrative leave period, are assumed to be sick, and must use sick leave to account for the absence during the period of administrative leave. Likewise, employees who are scheduled to be on vacation during the administrative leave period must use vacation leave unless they notify their supervisor that the vacation plans are canceled due to the emergency conditions and they report to work immediately following the administrative leave period. When the administrative leave period is granted for partial days, the following shall apply:

Delayed Opening – Unless the Town Manager sets a specific opening time, employees who work non-standard hours (i.e., 7:00–4:00 or 7:30–4:30) would apply the delay period to their normal work schedule. For example, if Town Hall is on a 2-hour delay, then employees who normally report at 7:30 am will report at 9:30 am unless other arrangements are made with their supervisor. Employees who are not scheduled to be at work during the delay period, do not receive any administrative leave for this period.

Early Closing – If the Town Manager sets a specific closing time for Town offices (i.e., 2:00 p.m.) employees receive administrative leave only from the time of closing. Employees who work non-standard hours are expected to work a normal schedule until the official closing time unless instructed otherwise.

Employees who are unable to report to work during periods of inclement weather when the Town offices are open must use compensatory or vacation leave to account for missed work hours. In the event an employee has exhausted all vacation and comp leave hours, sick leave may be used to account for the missed work time.

Compensation for Critical Service Personnel during Administrative Leave Periods

Non-exempt service critical personnel who work during a period of administrative leave will be granted compensatory leave time equal to the hours actually worked during the period of administrative leave, not to exceed 8 hours per day.

For example, when Town offices are closed all day, service critical personnel receive 8 hours of comp time even if they work a 12-hour shift. If Town offices close at 4 pm, and the service critical personnel would normally be off work at this time, then no additional comp time is granted. Shift employees who work a night shift on the days that Town offices are closed for a full day before the beginning of a night shift, will also receive 8 hours of compensatory leave time for that day. Employees not scheduled to be at work on a day Town offices are closed, do not receive compensatory leave time.

Exempt employees in service critical positions who work during periods when Town offices are closed may be provided with flexible work scheduling options as soon as possible when Town operations allow in order to recognize the work performed during the period of administrative leave.

Section 20. Appropriate Dress and Use of Town Logo

Employees shall represent the Town in a professional manner at all times and dress appropriately for conducting such business.

The same professional standards of behavior also apply when wearing the Town logo, seal, department logo, or “Town of Apex” marked clothing before or after work hours.

Department Heads shall determine the dress policy specific to their department requirements.

All employees are expected to be neat, clean and appropriately dressed according to the following guidelines:

- All clothes should be clean and of proper fit. If uniforms are required, they must be of the established color and style specified for the department.
- Hair must be secured so that it does not interfere with job performance or pose a safety threat.
- Any tattoo, body piercing, or related, that is visible and presents a safety hazard or may be determined to be offensive to members of the public (as determined by the respective Department Head) must be completely covered at all times.
- Athletic shoes may be worn in certain departments if approved by the Department Head, provided they are in good condition and do not pose a safety threat.
- Safety toed shoes and boots may be required in specific departments.

Departments have authority to use discretion to determine what constitutes appropriate dress. Supervisors shall advise employees of the appropriate dress or uniform for certain positions as well as items of clothing or shoes that are prohibited if they present a safety hazard, if they do not promote a professional image, or may be determined to be offensive to members of the public.

Section 21. Identification Badges & Access Control

Badge Issue and Use

- 1) Upon initial employment, identification and electronic access badges will be issued by the Human Resources Department to regular full-time and part-time employees, and temporary/seasonal employees if required by the position.
- 2) Vendors will be issued identification badges when work requires building access during hours the building is not normally open to the public, or upon specific request by the Department employing the vendor.

Badge Security and Control

1. Department Directors will designate the appropriate level of building access for each employee. Typically this access will include exterior door building access, and access to the doors in an employee's department or regular work area.
2. Employees must maintain control of their ID badges at all times. ID badges should not be left unsecure in a vehicle or other areas where they can be accessed by an unauthorized person. ID badges may not be "loaned" to any other person for any reason.
3. An employee who loses an ID badge must report this loss to the supervisor and HR Department immediately so the badge can be deactivated.
4. Replacement badges will be issued for free the first time a badge is lost or damaged. Employees will be charged a \$5.00 fee for subsequent replacement badges requested within a 1 year period. Replacement badges for name and department changes will be issued without a fee.
5. Identification badges must be relinquished upon separation from employment, and will be shredded by HR or the supervisor and immediately deactivated. ID badges will be deactivated during the period of time an employee is on an extended leave of absence

ARTICLE VI. EMPLOYEE BENEFITS

Section 1. Eligibility

All full-time and part-time employees of the Town are eligible for employee benefits as provided for in this policy. These benefits are subject to change at the Town's discretion. Temporary/seasonal employees are eligible only for workers' compensation.

Section 2. Group Health and Hospitalization Insurance

The Town provides group health and hospitalization insurance programs for full-time and part-time employees.

Employees who are scheduled to work 20 hours or more per week on a continuous year-round basis may, if they so desire, purchase available group health through the Town for themselves or for themselves and qualified dependents. A pro-rated amount of the cost of coverage paid for a full-time employee shall be paid by the Town with the remainder of the cost being paid by the employee. This pro-rated amount shall be based on regularly scheduled hours.

Information concerning cost and benefits shall be available to all employees from the Human Resources Office.

Section 3. Retiree Health Insurance

Employees hired prior to July 1, 2020

An employee who meets the conditions set forth under the provision of the North Carolina Local Government Employee's Retirement System (NCLGERS) may elect to retire and receive all benefits earned under the retirement plan. An employee who retires directly from the Town with 15 years of Town service may elect to continue on the Town's group health insurance plan if requested within 30 days of the retirement date. The retiree may continue dependent coverage (and pay the cost of this coverage) if enrolled in dependent coverage at the time of retirement. The Town will subsidize the cost of the health insurance premiums for the retiree as follows:

- 15* years of service: 50% subsidy
- 20* years of service: 75% subsidy
- 25* years of service: 100% subsidy

When a retiree reaches age 65, the retiree enrolls in Medicare Part A and B and pays the cost. The Town provides Medicare supplement insurance for the retiree and subsidizes the cost of the Medicare supplement (as shown above) not to exceed the Town's monthly premium contribution toward employee health insurance coverage. (**Unused sick leave counted by the NCLGRS as creditable service time will count in determining total years of Town service.*)

Employees who were hired prior to July 1, 2020 and separate from Town service will forfeit this benefit unless re-hired with the Town into a benefits eligible position within 2 years of the separation date, at which point previous service years will count towards overall service with the Town for the purpose of this benefit.

Employees who separate from service and are re-employed 2 or more years later will be considered a new hire and will not be eligible for the retiree health insurance benefit.

Employees hired on or after July 1, 2020

Employees hired on or after July 1, 2020 are not eligible for retiree health insurance.

Section 4. Group Life Insurance

The Town may elect to provide group life insurance for each employee subject to the stipulations of the insurance contract. Employees may elect to purchase additional coverage and/or to insure other family members under this plan at their expense subject to the stipulations of the insurance contract.

Section 5. Other Optional Group Insurance Plans

The Town may make other group insurance plans available to employees upon authorization of the Town Manager or Town Council.

Section 6. Retirement

Town employees who work in a position requiring more than 1,000 hours annually shall join the North Carolina Local Government Employees' Retirement System when eligible as a condition of employment. Participation begins on the first day of employment for all new hires. Guidelines for participating in the NC LGERS can be found in the LGERS Employee Handbook or in Human Resources,

Section 7. Supplemental Retirement Benefits

The Town contributes to a 401(k) retirement plan for each employee participating in the North

Carolina Local Government Retirement System. Each law enforcement officer shall receive 401(k) benefits as prescribed by North Carolina State Law. General employees also receive a contribution, as established by the Town Council.

Section 8. Social Security

The Town, to the extent of its lawful authority and power, extends Social Security benefits for its eligible employees and eligible groups and classes of such employees.

Section 9. Unemployment Compensation

Town employees are covered by unemployment insurance. Town employees who are terminated due to a reduction in force or released from Town service may apply for benefits through the local Employment Security Commission office, where a determination of eligibility will be made.

Section 10. Tuition Assistance Program

It is the policy of the Town of Apex to provide tuition assistance to employees who desire to further their education through a degree program in a career field that would benefit the Town and increase their ability and knowledge to pursue promotional opportunities. The amount of educational assistance provided per employee will be determined annually based on the approved budget and maintained in the Human Resources Department. Employees are expected to pursue coursework outside regular work hours, on their own time.

Employees interested in pursuing a degree from an accredited university or college shall submit a Tuition Reimbursement Application form for Town approval. Priority will be given to employees in a degree program for which approval has been given in the prior budget year (assuming the employee continues to meet all policy requirements). Town of Apex will reimburse the costs of registration, fees, tuition, student and lab fees, upon completion of the course and certification by the institution that final grades meet the standards of the Town of a "C" or better up to the maximum allowed for the fiscal year. For classes that are considered "Pass/Fail," a "Pass" for the course will be considered as satisfactory completion. The first and/or last day of the course must be within the fiscal year for which reimbursement is requested. Employees receiving additional reimbursements for coursework from sources outside the Town may not receive total reimbursements in excess of 100 percent of the total tuition cost.

Requests for tuition assistance shall be submitted to the Human Resources Department prior to course registration and are subject to review and approval by Human Resources.

All full-time regular employees who have successfully completed the Town's probationary

period are eligible to receive this benefit. Eligible employees must be employed continuously for the entire academic session in order to qualify for reimbursement. Employees who have been approved for tuition assistance but separate from the Town prior to the ending of the course and/or receiving reimbursement will not be eligible for reimbursement.

Human Resources will notify employees of the process for participation in the Tuition Reimbursement Program and will provide the forms for both application and reimbursement.

Section 11. Peak Lifestyle Allowance

Regular employees who have completed the new hire probationary period will receive a Peak Lifestyle Allowance each fiscal year to use towards expenses related to physical, emotional/mental, and financial well-being. The Peak Lifestyle Allowance is a one-time, taxable lump sum payment and is not built into base pay. The allowance will be paid on a scheduled pay day at the beginning of each fiscal year, at an amount determined each year and approved in the Town's annual budget. Employees must be actively employed on the day that the allowance is paid in order to receive the allowance. New hires will receive their Peak Lifestyle Allowance at the end of the quarter in which they successfully complete their probationary period.

Section 12. Longevity Pay

A program of longevity pay may be provided to recognize and reward the total years of service as a permanent Town employee. The annual payment is made the first week in December to those full-time employees who are employed by the Town as of November 30, and who have completed the required number of years of service as of November 30 of the year the payment is made and who are employed by the Town on the date the payment is made. Longevity pay shall be made in a lump sum that does not build into base pay. Payments may be made in the following amounts:

2 through 4 years	\$100
5 through 9 years	\$300
10 through 14 years	\$500
15 through 19 years	\$700
20 plus years	\$1000

Section 13. Employee Assistance Program

The Town provides an Employee Assistance Program (EAP) to help employees resolve a wide range of personal problems or to help improve their job performance. This confidential counseling service is available to employees and their family members. Employees may choose to go to the EAP on their own, or they may be encouraged to use the EAP by their supervisor when their job performance is unsatisfactory. Employees participating in the EAP are required to

meet existing job performance standards. The employee's use of the EAP does not replace the use of established procedures for managing unsatisfactory job performance.

The Town will not have access to EAP records without written permission from the employee. All individual rights to confidentiality will be assured in the same manner as any other health records.. With approval of the supervisor, employees may use earned sick or vacation leave for a scheduled EAP appointment.

Section 14. Law Enforcement Officers' Special Separation Allowance

A law enforcement officer who retires under a full service retirement may be entitled to a Special Separation Allowance as provided under G.S. 143-166.42. This allowance will terminate at death or on the last day of the month when the officer attains 62 years of age, or upon the first day of re-employment as a benefits eligible employee in any capacity for a local government in North Carolina.

Section 15. Credit Union

Membership in the Local Government Federal Credit Union is open to all Town employees and their family members for various loan services, checking, and saving accounts.

Section 16. Section 125 Benefits

The Town offers pre-tax deductions for benefits premiums, dependent care, flexible medical spending accounts, and other voluntary benefits. Specific information on these plans is available from the Human Resources Office.

ARTICLE VII. HOLIDAYS AND LEAVES OF ABSENCE

Section 1. Policy

The policy of the Town is to provide vacation, sick leave, holiday leave and other leaves of absence, as described below, to all full-time and part-time employees, and to provide proportionately equivalent amounts to employees having average work weeks of different lengths.

Employees must exhaust all accrued paid leave and/or comp-time before going on an unpaid status, except in circumstances where an employee is receiving disability payments or is on a military leave of absence. Employees must use paid leave to cover their regularly scheduled work hours. Once an employee has exhausted all paid leave, they will cease to earn accruals until they are back actively at work.

Section 2. Holidays

The policy of the Town is to recognize the following Holidays as paid holidays for Town employees:

- New Year's Day
- Martin Luther King Jr. Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving (2 days)
- Christmas (3 days)

The Human Resources Director shall prepare a schedule of holidays at the beginning of December for the following calendar year. Departments providing 24-hour operation may adopt a varying holiday schedule that designates the legal holiday as the designated holiday when a legal holiday observance falls on a Saturday or Sunday. Any special holiday schedule shall be approved in advance by the Town Manager or their designee.

Section 3. Holidays: Effect on Other Types of Leave

Regular holidays that occur during a vacation, sick or other paid leave period of any employee shall not be considered as vacation, sick, or other leave.

Section 4. Holidays: Compensation When Work is Required

Employees required to perform work on regularly scheduled holidays may be granted compensatory time off or paid at their hourly rate for hours actually worked in addition to any holiday pay to which they are entitled. Compensatory time shall be granted whenever feasible.

All shift personnel will receive holiday pay for every holiday the Town observes, regardless of whether they work the holiday or not. Shift personnel who work on a holiday will receive time and a half for all hours worked on the holiday, in addition to the holiday pay for that day.

Non-shift employees classified as exempt under the Fair Labor Standards Act are not eligible for holiday premium pay.

Section 5. Peak Paid Time Off

Regular employees who have completed the new hire probationary period will receive two weeks of Peak Paid Time Off (PPTO) per fiscal year for personal time off. PPTO will be provided at the beginning of each fiscal year and may be used at any time during the year, but will not carry over from one fiscal year to another (unused PPTO hours will be lost). Employee must request and be approved to use PPTO in advance, and in accordance with departmental procedures.

PPTO hours will be based on work schedule, as listed below:

General, 40-hour employees – 80 hours

Police Patrol – 84 hours

Fire Shift – 81 hours

Part-time – pro-rated based on hours worked

Employees serving their new hire probationary period may be granted access PPTO prior to successfully completing their probationary period if use of PPTO was negotiated and approved as part of their job offer or if they have a serious medical condition requiring them to be out of work unexpectedly. Use of PPTO for medical conditions must be accompanied by a doctor's note.

PPTO cannot be rolled over into a new fiscal year, roll into sick leave, or be paid out upon separation. Additionally, it cannot be used in lieu of a two-week notice or on the last day of employment.

Section 6. Vacation Leave

Vacation leave shall be used for personal time off, and may be used for sick time when sick leave accrual is depleted.

Section 7. Vacation Leave: Accrual Rate

Each full -time employee of the Town shall earn vacation at the following schedule. Leave earning is pro-rated for full-time and part-time employees working more or less than 40 hours per week.

<u>Years of Service</u>	<u>Hours Accrued Per Year</u>
Less than 2	80
2 through 4	96
5 through 9	120
10 through 13	144
Year 14	1,104
15 through 19	168
20 through 23	192
Year 24	1,152
25 plus	192

The accrual rate for part-time employees is prorated by the average number of hours in the workweek. An employee must be at work or on paid leave status to accrue vacation leave. Short-term disability and workers compensation leave are not considered paid leave. The accrual rate for an employee on any type of unpaid leave will be prorated based on the actual hours paid in the pay period.

Vacation leave may not be used prior to accruing it. Only vacation leave hours that display in an employee's vacation leave bank (HR Portal) are eligible to be used on a timesheet. Use of "pending" leave (leave that will accrue in the current pay period, but has not yet been earned) is not allowed.

Vacation leave accrual rates are based on years of service with the Town of Apex and cannot be transferred from other municipalities.

Section 8. Vacation Leave: Maximum Accumulation

Vacation leave may be accumulated without any applicable maximum until December 31 of each year. Effective the last payroll in the calendar year, any employee with more than this maximum of accumulated leave shall have the excess accumulation removed so that days equal to only thirty (30) days are carried forward to January 1 of the next calendar year. Any vacation time in excess of 30 days will be converted to sick leave.

Employees are cautioned not to retain excess accumulated vacation leave until late in the year. Because of the necessity to keep all functions in operation, large numbers of employees cannot be granted vacation leave at any one time. If an employee has excess leave accumulation during the latter part of the year and is unable to take such leave because of staffing demands, the

employee shall receive no special consideration either in having vacation leave scheduled or in receiving any exception to the maximum accumulation.

Section 9. Vacation Leave: Manner of Taking

Employees shall be granted the use of earned vacation leave upon request in advance at those times designated by the Department Head which will least obstruct normal operations of the Town. Department Heads are responsible for insuring that approved vacation leave does not hinder the effectiveness of service delivery.

Section 10. Vacation Leave: Payment upon Separation

An employee who has successfully completed six months of the probationary period will normally be paid for accumulated vacation leave upon separation not to exceed thirty (30) days, provided notice is given to the supervisor at least two weeks in advance of the effective date of resignation.

Any employee failing to give the notice required by this section shall forfeit payment for accumulated leave. The notice requirement may be waived by the Town Manager or their designee when deemed to be in the best interest of the Town. Employees who are involuntarily separated shall receive payment for accumulated vacation subject to the thirty day maximum.

Section 11. Vacation Leave: Payment upon Death

The estate of an employee who dies while employed by the Town shall be entitled to payment of all the accumulated vacation leave credited to the employee's account, but not to exceed thirty (30) days.

Section 12. Sick Leave

Sick leave may be granted to probationary and regular employees absent from work for any of the following reasons: sickness, bodily injury, required medical/physical or dental examinations or treatment, EAP visits, childbirth during the documented period of disability (generally 6 weeks), for the first 6 weeks following the adoption of a child, or exposure to a contagious disease when continuing work might jeopardize the health of others.

Sick leave may be used when an employee must care for a member of his or her immediate family who is ill but may not be used to care for healthy children when the regular caregiver is sick. Sick leave beyond 10 days will only be approved for a family member's serious health condition as defined by the FMLA and with appropriate FMLA medical documentation.

Sick leave may also be used to supplement Workers' Compensation Disability Leave both during the waiting period before Workers' compensation benefits begin, and afterward to supplement the remaining one third of salary, except that employee may not exceed the-net salary amount

after all current payroll deductions (as of the date of the injury) are made.

“Immediate family” shall be defined to include spouses, children, parents, siblings, grandparents, grandchildren (regardless of whether such family members are related by blood, adoption or marriage) and guardians.

Notification of the desire to take sick leave shall be submitted to the employee's supervisor prior to the leave or not later than thirty minutes after the beginning of the scheduled work day.

Sick leave is not paid out upon separation of employment.

Section 13. Sick Leave: Accrual Rate and Accumulation

Sick leave shall accrue at a rate of 8 hours per month of service or 96 hours per year. Sick leave for full-time and part-time employees working other than the basic work schedule during any pay period shall be pro-rated as described in this Article. Sick leave will be cumulative for an indefinite period of time and may be converted upon retirement for service credit consistent with the provisions of the North Carolina Local Government Employees' Retirement System.

Sick leave may not be used prior to accruing it. Only sick leave hours that display in an employee's sick leave bank (HR Portal) are eligible to be used on a timesheet. Use of “pending” leave (leave that will accrue in the current pay period but has not yet been earned) is not allowed.

All sick leave accumulated by an employee shall end and terminate without compensation when the employee resigns or is separated from the Town, except as stated for employees retiring or terminated due to reduction in force.

Rehired employees who return to work for the Town within one year of separation may have their sick leave balance reinstated if they have not already transferred their balance to another government agency. Employees who have been separated from the Town for more than one year will not be allowed to reinstate their former sick leave balance. Special considerations may be made if the employee separated for military service or support (contract service).

Section 14. Sick Leave Transfer from Other Organizations

An employee who has credible service in the State or Local Employee's Retirement System may transfer his or her sick leave balance from the organization(s) in which the retirement service was gained, as long as the employee has not been separated from the organization for longer than 12 months. This sick leave balance is to be used as described above in section 12.

Section 15. Sick Leave: Medical Certification

The employee's supervisor or Department Head may require a physician's certificate stating the nature of the employee's or family member's illness and the employee's capacity to resume duties, for each occasion on which an employee uses sick leave or whenever the supervisor observes a "pattern of absenteeism." The employee may be required to submit to such medical examination or inquiry as the Department Head deems desirable. The Department Head shall be responsible for the application of this provision to the end that:

- 1) Employees shall not be on duty when they might endanger their health or the health of other employees; and
- 2) There will be no abuse of leave privileges.

Claiming sick leave under false pretense to obtain a day off with pay shall subject the employee to disciplinary action up to and including dismissal.

Section 16. Calculation for Pro-rated Leave

Holiday, annual, and sick leave earned by full-time and part-time employees with fewer or more hours than the basic work week shall be determined by the following formula:

- 1) The number of hours worked by such employees shall be divided by the number of hours in the basic work week (usually 40 hours).
- 2) The proportion obtained in step 1 shall be multiplied by the number of hours of leave earned annually by employees working the basic work week.
- 3) The number of hours in step 2 divided by 12 shall be the number of hours of leave earned monthly by the employees concerned.

Section 17. Unpaid Leave (Leave without Pay)

Any use of Leave without Pay (LWOP) must be approved by the Department Director. Prior to the use of Leave without Pay, employees must have exhausted all applicable paid leave, except in circumstances where an employee is receiving disability payments or is on a military leave.

Section 18. Family and Medical Leave

The Family Medical Leave Act (FMLA) policy is followed in accordance with federal regulations (29 U.S.C. § 2619). Employees who have at least 12 months of service and have worked at least 1,250 hours in the last consecutive 12 months are eligible. Employees who have questions concerning eligibility should contact the Human Resources Department.

FMLA provides for up to 12 weeks of unpaid leave under the following circumstances:

- a) For the birth of a child and to bond with the newborn child

- b) For the placement of a child with the employee for adoption or foster care, and to bond with that child
- c) To care for an immediate family member with a serious health condition.
 "Immediate family member" shall be defined as spouses, children (regardless of age), parents, siblings, grandparents, grandchildren (regardless of whether such family members are related by blood, adoption or marriage) and guardians.
- d) The employee's own serious health condition makes the employee unable to perform the functions of his or her job
- e) For qualifying exigency arising out of the fact that the spouse, child, or parent of the employee is on active duty or called to active duty status in the National Guard or Reserves during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation, or Regular Armed Forces during deployment to a foreign country..

The FMLA also provides for up to 26 weeks of unpaid leave for eligible employees to care for a covered service member during a single 12-month period.

Depending on circumstances, it may be permissible to use FMLA leave intermittently. The Town reserves the right to consider individual circumstances and needs in conjunction with business demands and federal/state requirements.

Certification and Eligibility Requirements:

- 1) Employees may request FMLA leave by submitting a FMLA Employee Request Form to their Supervisor or Human Resources. Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Town's normal call-in procedures.
- 2) The Town may require medical certification to assess FMLA eligibility, as well as updates at reasonable intervals for continued certification. If there is reason to doubt the validity of the medical certification, the Town may require the employee to get a second opinion. If the second opinion differs from the original certification provided, the Town may require the employee to get a third opinion, at which time the doctor will be jointly selected by the employee and the Town. The third opinion will be final and binding on both parties. The burden of the cost of the second and third opinions will be at the expense of the Town.
- 3) If the Town requires medical certification for leave the employee must provide sufficient information to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Employees also must inform the Town if the requested leave is for a reason for which FMLA leave was previously taken or certified. Failure to provide adequate information within fifteen calendar days may result in delayed or denied FMLA leave/protection until proper certification can be obtained.
- 4) The Town reserves the right to waive certification and can place the employee on leave upon learning of the employee's circumstances, even if the employee has not yet requested FMLA

leave or the request is pending the completion of the FMLA certification forms.

- 5) Generally, FMLA approved leave will begin on the first day of absence, when the leave is foreseeable. In the event of an unplanned leave, individual needs/circumstances, in accordance with federal regulations, will be reviewed to determine the appropriate start date of FMLA leave.
- 6) An eligible employee is entitled to up to twelve or twenty-six workweeks of leave, depending on circumstances – as identified above, on a rolling 12- month period measured backward from the date of any FMLA leave usage. If the employee returns to work before the twelve or twenty-six weeks is depleted and is able to physically perform his/her duties, the employee will be reinstated to the original, or equivalent position, with equivalent pay, benefits and other employment terms. If the twelve or twenty-six weeks of this leave are exhausted and the employee has not returned to work, the Town will determine if the employee will be reinstated.
- 7) Employees will be required to deplete their earned compensatory time and vacation leave during FMLA before being granted unpaid leave. If the approved FMLA is for circumstances for which sick leave usage is permissible per Town policy, then sick leave must also be depleted before being granted unpaid leave.
- 8) All benefits will continue to accrue during a period of paid leave.
- 9) When an employee is on leave under FMLA, the Town will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. If an employee chooses not to return to work for reasons other than a continued serious health condition, the Town will require the reimbursement of the amount paid for the employee's health insurance premium during the FMLA leave period. Other insurance and payroll deductions are the responsibility of the employee and the employee must make those payments for continued coverage of that benefit.
- 10) Employees who are out of work under the provisions of FMLA are prohibited from engaging in any secondary employment during what would be their normal scheduled workday. Employees on leave as a result of their own serious health condition are NEVER approved for secondary employment. Employees who work secondary employment while on FMLA during what would have been normal work hours are considered to have voluntarily terminated their employment with the Town. Police employees may work extra-duty assignments while on FMLA with prior approval from the Chief of Police, in consultation with HR. Each request will be reviewed on a case by case basis.
- 11) Short-term disability, workers' compensation and approved medical leave of absence will run concurrently with FMLA leave.
- 12) An employee who is approved for FMLA for a personal illness or injury will not be allowed to return to work without a completed Fit for Duty Form, unless the employee was out to care for a family member or for birth of a child (Police sworn personnel who have given birth to a child must still complete the Fit for Duty form). An employee who does not return to work within three working days after their FMLA expires will be considered to have voluntarily terminated their employment with the Town.

It is the responsibility of the immediate supervisor to begin the process of placing the employee on leave. If a supervisor observes that an employee is out sick more than three consecutive days, the supervisor is to notify the Human Resources Department. If a supervisor is told by an employee that the employee will need to be out for an extended period of time for reasons other than a normal vacation, the supervisor is to notify Human Resources and instruct the

employee to do the same.

Section 19. Military Leave

Military leave is provided for employees who are members of an Armed Forces Reserve organization or National Guard, or any other duty that falls within the “uniformed services” as defined and covered under the Uniformed Service Employment Reemployment Rights Act (USERRA). Military service is defined as any performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty, inactive duty training (such as drills), and funeral honors duty performed by National Guard and reserve members, as well as the period for which an employee is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty. Employees who are eligible for military leave have all job rights specified by the Uniformed Service Employment and Reemployment Act.

Employees on Military Leave may choose to take their leave on a paid or unpaid status. An employee on military leave will continue to accrue vacation and sick leave, regardless of whether or not paid leave was used.

Differential Pay

Military differential pay is partial compensation for the difference between the base pay salary that the employee earned while on military leave and the salary that would have been earned during the same period as a Town employee. Differential pay is not available for employees using paid leave or switching shifts to cover absences. Employees may switch shifts with other employees to attend drill, if approved by their supervisor/manager.

Employees will be granted two calendar weeks of military differential pay, per year. The effect will be to maintain the employee's salary at the normal level during the period of leave.

In addition to the 2 weeks above, when employees are called to active duty for state or national emergency, the Town will provide military differential pay during the first 180 days of active duty.

The employee must provide a Leave and Earnings Statement (LES) to payroll as soon as it is available to verify military pay. The Town will make normal deductions and/or contributions based on this difference in pay for taxes, FICA and other applicable benefits.

Job Benefits: Health premiums for employees who are performing services in the uniformed services for less than 31 days will remain in effect. Employees who are performing services in the uniformed services for 31 or more days may choose from the following two options:

- Option One: The employee and their dependents may elect to continue health coverage and /or dental benefits through the Town of Apex's group policy at full cost to the employee for a period of up to 24 months. See Human Resources for more details.
- Option Two: The employee may elect to cancel health and/or dental coverage through the Town of Apex, as coverage is provided to all military personnel and their families. Employee's health coverage will be reinstated with no waiting period when the employee returns to active employment with the Town.

While taking military leave the employee's leave credits and other benefits shall continue to accrue as if the employee physically remained with the Town during this period. The Town's contributions to the NC 401(k) retirement will continue and be based on the employee's regular salary, regardless of whether or not paid leave is being used. Life and Disability insurance benefits will be handled in accordance with vendor policies.

Reinstatement Following Military Service

An employee returning from military service shall be reinstated with full benefits provided the employee:

- 1) Applies for reinstatement within the applicable timeframe established under USERRA; and Is able to perform the duties of the former position or similar position; or
- 2) Is unable to perform the duties of the former position or a similar position due to disability sustained as a result of the military service, but is able to perform the duties of another position in the service of the Town. In this case the employee shall be employed in such other position as will provide the nearest approximation of the seniority, status, and pay which the employee otherwise would have been provided, if available.

Section 20. Personal Leave of Absence

The Town Manager or their designee may grant a personal leave of absence for unique or extraordinary reasons that may not apply to other types of leave. The leave shall be used for reasons of personal disability, sickness or disability of immediate family members, time with a newborn or adopted child, continuation of education, special work that will permit the Town to benefit by the experience gained or the work performed, or for other reasons deemed justifiable by the Town Manager or their designee. The Town Manager, or their designee, will consider the nature of the position, the impact on the Town, and the employee's tenure when reviewing a request for personal leave. The maximum amount of time that can be granted for a personal leave is six weeks in any 12-month period (calculated by using the rolling method). Vacation requests that exceed 31 calendar days will be considered a personal leave of absence.

Personal Leave will not be granted to allow an employee time off to seek employment elsewhere or to work for another employer. Employees who begin employment elsewhere while personal

leave are considered to have voluntarily terminated their employment.

Job Benefits: Benefits will be handled in accordance with State & Federal laws and vendor policies. For more information, contact Human Resources.

Return to Work: The employee is obligated to return to duty within or at the end of the time determined appropriate by the Town Manager or their designee. Upon returning to duty after being on personal leave, the employee shall be entitled to return to the same position held at the time leave was granted or to one of like classification and pay. If the employee decides not to return to work, the supervisor shall be notified immediately. Failure to report at the expiration of personal leave shall be considered a voluntary resignation.

Section 21. Civil Leave

A Town employee called for jury duty or as a court witness for the federal or state governments, or a subdivision thereof, shall receive leave with pay for such duty during the required absence without charge to accumulated leave. The employee may keep fees and travel allowances received for jury or witness duty in addition to regular compensation; except, that employees must turn over to the Town any witness fees or travel allowance awarded by that court for court appearances in connection with official duties. While on civil leave, benefits and leave shall accrue as though on regular duty.

Section 22. Educational Leave with Pay

A leave of absence at full or partial pay during regular working hours may be granted to an employee to take one course which will better equip the employee to perform assigned duties upon the recommendation of the Department Head, and with the approval of the Town Manager or their designee.

Educational leave at full or partial pay for a period not to exceed twelve calendar months may be granted to an employee to take one or more courses that will better equip the employee to perform assigned duties upon the recommendation of the Department Head and the Town Manager or their designee and with the approval of the Town Council. An employee granted such extended educational leave with pay shall agree to return to the service of the Town upon completion of training and remain in the employ of the Town for a period of twice the educational leave received, or the employee shall reimburse the Town for all compensation received while on educational leave.

An employee on educational leave with full pay shall continue to earn leave credits and other benefits to which Town employees are entitled. An employee on educational leave with partial pay shall earn proportional leave credits.

Section 23. Shared Leave

An employee may donate vacation leave to another employee who meets the criteria to participate in the Town's shared leave program. An employee is eligible to receive shared leave when the employee:

- has been a full-time employee of the Town of Apex for one year*;
- has a serious medical condition or has an immediate family member with a serious health condition, as qualified under FMLA, that requires the employee to miss 20 consecutive workdays, or experience excessive intermittent absences due to the same or another serious health condition;
- has exhausted all sick, vacation and compensatory leave time;
- produces medical documentation to support the need for leave beyond the available accumulated leave;
- applies for, or is nominated by a co-worker to receive shared leave.

** This requirement may be waived by the Town Manager or their designee if the full-time employee can provide medical documentation to support the need for leave in advance of meeting the one-year requirement. In most cases, this will be for very serious health conditions or medical procedures of an emergent nature.*

Employees out of work on workers' compensation leave or employees receiving short-term disability benefits are not eligible for shared leave.

All applications or nominations for shared leave should be made to the Human Resources Department who will administer the shared leave policy. Leave may be made available for use on a current basis and is not retroactive beyond the current pay period. All leave donations are strictly voluntary and are kept confidential. Leave donations must be a minimum of 4 hours and are credited to the sick leave account of the shared leave recipient. Any unused donated leave shall be returned to the donor(s) on a pro-rata basis and credited to the leave account from which it was donated.

It is the responsibility of the employee requesting leave to monitor their leave usage and notify Human Resources/Payroll of the amount of leave they need for each pay period. Once the donations have run out, the employee may request for HR to send another announcement requesting donations; however, HR announcements for shared leave requests will be made no more than every 4 weeks. Requests for shared leave will be active for a period of 3 months from the date the leave is requested, assuming the leave is still needed for the same condition. After 3 months, the shared leave request is considered void and a new request must be made, documenting the reasons for need of continued shared leave.

Section 24. Bereavement Leave

Employees will be granted up to 3 days (24 hours) of paid bereavement leave as needed in the event of the death of an immediate family member. "Immediate family" shall be defined to include spouses, children, parents, siblings, grandparents, grandchildren (regardless of whether such family members are related by blood, adoption or marriage) and guardians.

Sick leave, as approved by the Department Head, may be used for any additional time, if needed, for this purpose.

Section 25. Paid Parental Leave

Employees who have completed their initial probationary period (or successfully completed six months of their probationary period for Police and Fire) are eligible for Paid Parental Leave. Paid parental leave is in addition to an employee's accrued vacation or sick leave. Qualifying events for parental leave include the following:

- Birth of a child of the employee;
- The legal placement of a child with the employee for adoption, foster care or guardianship; or
- The placement of a child with the employee for whom the employee permanently assumes and discharges parental responsibilities (in loco parentis).

An employee may receive paid parental leave for one qualifying event within a rolling twelve-month period. The amount of paid parental leave for any one person shall not exceed eight weeks in a twelve-month period.

If both parents are employed by the Town and have one qualifying event, each parent is eligible for the eight weeks of paid parental leave. Each parent can use their allocated eight weeks of paid parental leave.

Employees shall provide advance notice to their supervisor of paid parental leave dates. The total amount of paid parental leave shall not exceed 320 hours for employees who work a 40-hour week schedule and is pro-rated for employees who work more or less than 40 hours per week.

An employee out of work and receiving paid parental leave may not work a secondary job during the same hours an employee would normally be at work, or work any off duty assignments during the parental leave period.

All Town-provided benefits will continue to be paid by the Town during the time the employee is out of work on Parental Leave. Sick and vacation leave will continue to accrue while the employee is in a paid parental leave status.

An employee who wishes to use parental leave shall follow the Town's procedures for requesting paid parental leave. Paid parental leave is approved through the HR Department, and no individual supervisor may deny an employee's request for paid parental leave. Employees will be required to submit supporting documentation to satisfy eligibility requirements for paid parental leave.

An employee must return to work after the duration of any approved parental leave. An employee who does not return and at least provide and work the 2 weeks' notice requirement will be required to pay the Town back for any paid parental leave received and their last day physically worked will be considered their last day of employment.

Section 26. Paid Caregiver Leave

Employees who have completed their initial probationary period (or successfully completed six months of their probationary period for Police and Fire) with the Town of Apex are eligible for up to three (3) weeks of Paid Caregiver Leave. Paid Caregiver leave is in addition to an employee's accrued vacation or sick leave. Qualifying events for Caregiver leave include the following:

- To care for an immediate family member with a serious health condition. "Immediate family member" shall be defined as spouses, children (regardless of age), parents, siblings, grandparents, grandchildren (regardless of whether such family members are related by blood, adoption or marriage) and guardians.

An employee may receive paid Caregiver leave for all qualifying events within a rolling twelve-month period. The amount of paid Caregiver leave for any one person shall not exceed three weeks in a twelve-month period.

Employees shall provide advance notice to their supervisor of paid Caregiver leave dates. The total amount of paid Caregiver leave shall not exceed 120 hours for employees who work a 40-hour week schedule and is pro-rated for employees who work more or less than 40 hours per week.

An employee out of work and receiving paid Caregiver leave may not work a secondary job during the same hours an employee would normally be at work, or work any off duty assignments during the Caregiver leave period.

All Town-provided benefits will continue to be paid by the Town during the time the employee is out of work on Caregiver Leave. Sick and vacation leave will continue to accrue while the employee is in a paid Caregiver leave status.

An employee who wishes to use Caregiver leave shall follow the Town's procedures for

requesting Paid Caregiver leave. Paid Caregiver leave is approved through the HR Department, and no individual supervisor may deny an employee's request for Paid Caregiver leave. Employees will be required to submit supporting documentation to satisfy eligibility requirements for Paid Caregiver leave.

An employee must return to work after the duration of any approved Caregiver leave. An employee who does not return and at least provide and work the 2 weeks' notice requirement will be required to pay the Town back for any paid caregiver leave received and their last day physically worked will be considered their last day of employment.

ARTICLE VIII. SEPARATION AND REINSTATEMENT

Section 1. Types of Separations

All separations of employees from positions in the service of the Town shall be designated as one of the following types and shall be accomplished in the manner indicated: Resignation, reduction in force, disability, voluntary retirement, dismissal, or death.

Section 2. Resignation

An employee may resign by submitting the reasons for resignation and the effective date in writing to the immediate supervisor as far in advance as possible. In all instances, the minimum notice requirement is two weeks. The effective date of a resignation shall be the last day worked. Vacation leave and compensatory time cannot be used during the two-week notice period. Sick leave will only be approved during the final two weeks of a notice with a physician's certification or comparable documentation. Failure to provide minimum notice shall result in forfeit of payment for accumulated vacation unless the notice is waived upon recommendation of the Department Head and approval by the Town Manager or their designee.

Three consecutive days of absence without contacting the immediate supervisor or Department Head may be considered to be a voluntary resignation.

Section 3. Reduction in Force

In the event that a reduction in force becomes necessary due to economic circumstances, program elimination, or privatization of existing programs the Town will attempt to accomplish a reduction in force without layoffs if at all possible, and if not possible, aid the transition of employees into other employment outside the organization.

Procedures

Determinations of reductions: The determination of positions to be eliminated or employees subjected to layoff will be based (in priority order) on (1) the need for the employee's services; (2) the quality of the employee's past performance; and (3) seniority. The individual(s) selected for layoff may or may not be the incumbent of the position(s) to be eliminated. Based on the above criteria, the Department Head will develop a rationale for the proposed reductions and changes in positions and personnel, and present it to the Human Resources Director and Town Manager or their designee. All reductions in force require the approval of the Town Manager.

Layoff Avoidance: Prior to a layoff, the Town will take the following steps to assist employees who are targeted to lose their current position to locate other employment within the

organization.

1. The Town will attempt to locate alternate Town employment for affected employees whose past performance has met performance requirements. Employees may be required to accept a transfer to another Town position for which they meet the basic qualifications. Employees not occupying affected positions may be re-assigned to another position at the same salary grade in order to create a better match of experience and skills with existing Town positions and to prevent a layoff from occurring within the Town. Such movement will be the prerogative of the Department Head or Town Manager. Pay decisions regarding transfers will be in accordance with the Town's pay policies.
2. If the reason for potential reduction is driven by economic reasons, management may offer employees in full-time positions the option of reducing their work schedule to less than 40 hours a week (but no less than 20 hours). Benefits would be pro-rated in accordance with Town policy. The reduced schedule must be agreed to for a minimum of one year and may be renewed with the mutual consent of the employee and Department Head on an annual basis.

Transition Assistance

Negotiated Employment. In any privatization effort, the Town will negotiate to the fullest extent possible, for the continued employment of all who are involved in a Town function with the new private contractor.

Outplacement Services. The Town will provide standard outplacement services either internally or through a contracted party. The services will include (1) career counseling, (2) resume application preparation, (3) allowances for reasonable time off for interviews and employment follow-up as approved by the employee's supervisor, (4) reasonable office support and telephone access as approved by the employee's supervisor to use for the job search.

Retirement. Employees whose positions have been designated for elimination may be eligible for a full or reduced retirement through the North Carolina Local Government Employees' Retirement System. As allowed under G.S. 128-27(a2) The Town Council may approve a discontinued service retirement allowance for employees who are at least 55 years of age and have 20 years of creditable service, or a reduced discontinued service allowance for employees who are 50-54 years of age and have 20 years of creditable service. Employees granted a discontinued service retirement are not eligible for severance pay.

Severance Pay. Employees whose positions are being eliminated under a reduction in force will be eligible for seniority-based severance pay as outlined below if all of the following conditions are met as of their last day of employment with the Town:

1. The employee has not elected one of the above-referenced retirement options;
2. The employee has not refused alternate full time employment with the Town; and
3. The employee has not refused reasonable employment offers with a contractor (in the event of negotiated privatization). A reasonable employment offer shall be defined as one in which the employment offer does not result in a permanent reduction in the rate of pay of more than 15%.
4. The employee executes and returns the Town's standard waiver and release form.

Severance pay is based on total years of service with the Town of Apex. Severance pay is the equivalent of two weeks base pay for employees with less than one year of service, with an additional week of pay granted for each additional full year of Town service. Severance pay will be paid out on a bi-weekly basis and is not subject to employee or employer retirement contributions, and as a result, will not be included in computing the average final compensation for retirement purposes. Any period covered by severance pay will not be counted as an active employment period for the purposes of earning retirement service credit or for qualifying for employer-paid insurance coverage.

Benefits

Employees who receive severance pay will be eligible for continuation of insurance coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 as amended (COBRA), at the employee's expense. Employees who retire with full, early or discontinued service retirement may be eligible for retiree health benefits under the "Voluntary Retirement" policy of the Apex Personnel Policies. No other benefits will apply after termination of employment.

Notice Requirements

Employees who are laid off due to a reduction in force will be given as much notice as possible and at least two weeks' notice of anticipated layoff. If this is not possible, employees will receive two weeks compensation in addition to the severance pay noted above.

Reinstatement

An employee in good standing who is separated because of a reduction in force will be given the first opportunity to be reinstated in the same or similar position within one year of separation. All sick leave will be reinstated as long as the employee has remained an active member of the North Carolina Local Government Retirement System, and other seniority-based benefits will be calculated based on total Town service.

Section 4. Disability

An employee who cannot perform the required duties with reasonable accommodation because

of a physical or mental impairment may be separated for disability. Action may be initiated by the employee or the Town. In cases initiated by the employee, such action must be accompanied by medical evidence acceptable by Human Resources. The Town may require an examination, at the Town's expense, performed by a physician of the Town's choice.

Section 5. Voluntary Retirement

An employee who meets the conditions set forth under the provision of the North Carolina Local Government Employee's Retirement System (NCLGERS) may elect to retire and receive all benefits earned under the retirement plan.

Section 6. Death

Separation shall be effective as of the date of death. All compensation due shall be paid to the estate of the employee.

Section 7. Dismissal

An employee may be dismissed in accordance with the provisions and procedures of Article IX.

Section 8. Reinstatement

An employee who is separated because of reduction in force may be reinstated within one year of the date of separation, upon recommendation of the Department Head, and upon approval of the Town Manager or their designee. An employee who is reinstated in this manner shall be re-credited with his or her previously accrued sick leave.

Section 9. Rehiring

An employee who resigns while in good standing may be rehired as a new employee, subject to all of the provisions of rules and regulations of this Policy. An employee in good standing who is separated due to a reduction in force shall be given the first opportunity to be rehired in the same or a similar position.

ARTICLE IX. UNSATISFACTORY JOB PERFORMANCE AND DETRIMENTAL PERSONAL CONDUCT

Section 1. Coverage

Article IX applies to all Town employees. While the Town will generally follow a progressive disciplinary process, employees may be separated from service at any time if the employee's job performance or conduct fails to meet the expectations of the supervisor and Department Head or if funding for the position is no longer available.

Section 2. Employee Legal Representation

The Town prohibits the participation or presence of an attorney or any form of legal representation in any informal or formal employer/employee meetings or conferences.

Section 3. Disciplinary Actions

When an employee fails to meet the job responsibilities of his or her position, the supervisor is responsible for correcting the failure and initiating disciplinary action when appropriate. Disciplinary action, when imposed, is for the purpose of improving employee and Town performance. Disciplinary action may be based on unsatisfactory job performance or detrimental personal conduct when the employee is not meeting the job performance requirements or personal conduct standards set for the position. The type of disciplinary action taken depends on the facts and circumstances of the situation, but may include a written warning, final written warning, suspension, demotion or dismissal.

Section 4. Unsatisfactory Job Performance Defined

Disciplinary Action may be taken for unsatisfactory job performance. Unsatisfactory job performance includes any aspect of the employee's job that is not performed as required to meet the standards set by the supervisor. Examples of unsatisfactory job performance include, but are not limited to, the following:

- 1) Demonstrated inefficiency, negligence, incompetence, or lack of prudent judgment in the performance of duties.
- 2) Careless, negligent or improper use of Town property or equipment.
- 3) Physical or mental inability to perform duties after reasonable accommodation.
- 4) Discourteous treatment of the public or other employees.
- 5) Disruption of work environment – displaying unproductive behaviors such as promoting rumors, bad-mouthing others and other demeaning behaviors distracting from a positive working environment.
- 6) Excessive absences, late reporting, absence without approved leave, or repeated improper use of leave privileges.
- 7) Failure to meet work standards established in work plan.

- 8) Failure to follow established departmental or Town policies and procedures.
- 9) Failure to carry out supervisor's assignments or instructions.
- 10) Failure to maintain credentials or license required for position.

Section 5. Detrimental Personal Conduct Defined

Detrimental personal conduct includes behavior, whether on-duty or off-duty, intentional or unintentional, of such a serious detrimental nature that the functioning of the Town may be or has been impaired; the safety of persons or property may be or have been threatened; the laws of any government may be or have been violated or public confidence in Town government is likely to be undermined. Examples of detrimental personal conduct include, but are not limited to, the following:

- 1) Fraud, theft or dishonesty
- 2) Conviction of a felony or the entry of a plea of *nolo contendere* thereto.
- 3) Falsification of records for personal profit, to grant special privileges, or to obtain employment.
- 4) Misusing or directing the misuse of Town work time, funds, equipment or property.
- 5) Careless, negligent, reckless, willful or wanton damage to or destruction of Town property.
- 6) Careless, negligent, reckless, willful or wanton acts that endanger the lives or property of others.
- 7) Possession of unauthorized firearms or other lethal weapons on the job.
- 8) Communication of a threat or engaging in threatening behavior;
- 9) Brutality in the performance of duties.
- 10) Any violation of the Town's Drug and Alcohol Policy.
- 11) Engaging in incompatible employment or serving a conflicting interest.
- 12) Request or acceptance of gifts in exchange for favors or influence.
- 13) Engaging in political activity prohibited by the Town's Personnel Policies.
- 14) Engaging in acts during or outside duty hours that negatively affect the image of the Town and which interfere with the working relationship between the employee and co-workers or between the employee and the public that employee serves.
- 15) Harassment of an employee or the public with threatening, obscene or derogatory language or gestures.
- 16) Stated refusal to perform assigned duties (insubordination) or flagrant violation of work rules and regulations.
- 17) Flagrant behavior or repeated rude or uncivil behavior directed toward citizens or co-workers.
- 18) Workplace Violence or workplace harassment.

Section 6. Disciplinary Action Process for Unsatisfactory Job Performance

An employee whose job performance is unsatisfactory or grossly inefficient will normally receive progressive warnings before disciplinary action resulting in suspension, demotion or dismissal is taken by the Department Head or the Town Manager; however, the Town reserves the right to administer any disciplinary action, up to and including dismissal, at any time under employment at-will. When appropriate, progressive warnings should include the following steps:

1. When an employee's job performance is unsatisfactory, or when incidents or inappropriate actions warrant, the supervisor should meet with the employee as soon as possible in one or more counseling sessions to discuss specific performance problems. A brief summary of these counseling sessions should be noted in the employee's file by the supervisor.
2. An employee whose job performance remains unsatisfactory over a period of time normally would receive at least one written warning in addition to a final written warning from the supervisor before suspension, demotion or dismissal are initiated. The first written warning would include the dates of discussions with the employee, the performance deficiencies discussed, the corrective actions recommended, and the time frames set for improvement. A copy of each written warning should be submitted to Human Resources for placement in the employee's personnel file.
3. If the employee's performance continues to be unsatisfactory after one or more written warnings, then the supervisor should give the employee a final written warning serving notice that corrected performance must take place immediately in order to avoid disciplinary suspension, demotion or dismissal. A copy of the final written warning should be submitted to Human Resources for placement in the employee's personnel file.
4. In the event that the employee's performance fails to improve after the final written warning, or if the employee's performance deficiency is the result of one incident severe enough that it negatively impacts on the image of the Town or compromises the safety of persons or property, or creates significant financial liability for the Town, then the supervisor may recommend disciplinary demotion, suspension or dismissal by following the process outlined in Section 7 of this policy.

Section 7. Disciplinary Action for Detrimental Personal Conduct

With the approval of the Town Manager, an employee may be placed on disciplinary suspension, demoted or dismissed without prior warning due to personal conduct detrimental to town service in order to avoid undue disruption of work, to protect the safety of persons or property, or for other serious reasons. When an employee is suspended or dismissed immediately, the employee may be told to leave town property at once and either to report to a supervisor at a specific time or to remain away until further notice.

Section 8. Notification of disciplinary action

Supervisors are encouraged to meet with employees to inform them of proposed disciplinary actions for suspensions, demotions, and dismissals. The intent of the meeting is to notify the employee of the proposed disciplinary action and provide an opportunity for the employee to provide further information, if any, for the supervisor to consider in making a final decision. While this meeting is encouraged, it does not prevent the Town from taking disciplinary action, up to and including dismissal, without prior notice, when necessary.

Section 9. Disciplinary actions relating to special job requirements

An employee may be placed on disciplinary suspension, demoted or dismissed for failing to obtain or maintain a required license, certificate, registration or similar document, or for failing to maintain a satisfactory driving record when driving town equipment or vehicles is a job requirement.

Section 10. Non-Disciplinary Suspension

The Department Head may suspend an employee with pay for the following reasons. Any suspension without pay requires approval of the Human Resources Director.

1. To investigate the circumstances surrounding any alleged violation of any Federal, State or Town laws, statutes, ordinances, rules, regulations or policies.
2. To investigate any alleged act or omission in the scope and course of employment which might constitute a criminal offense.
3. To investigate when an employee is charged with a criminal offense or becomes a party to a civil action or other non-criminal proceeding not arising out of the scope or course of employment to determine if the circumstances of the case cast substantial doubt on the employee's ability to satisfactorily perform their normal duties, or result in a lack of public confidence in the delivery of Town services if the employee were to remain employed.

Following an investigation of an employee's actions which involve possible criminal charges or civil actions, the Department Head may take disciplinary action even if criminal or civil proceedings are pending. After conclusion of the criminal or civil proceedings, the Department Head may review the initial disciplinary decision to determine if additional disciplinary action is necessary.

If an employee is placed on an unpaid non-disciplinary suspension and is reinstated following the suspension, the employee shall not lose any compensation or benefits to which the employee would have been entitled had the suspension not occurred. All health, dental and life insurance benefits are maintained during the period of non-disciplinary suspension.

Section 11. Disciplinary Suspension and Deductions

Deductions from pay of exempt employees may be made for unpaid disciplinary suspensions imposed in good faith for infractions of workplace conduct rules and/or workplace safety violations, in accordance with Federal and State regulations.

ARTICLE X. COMPLAINT RESOLUTION PROCESS

Section 1. Purpose

The Town recognizes that there are times when the need arises for employees to express concerns or complaints in a formal manner. The following procedures will ensure that employees receive a fair and unbiased review of workplace concerns.

The timelines that are listed below (both for the employee and supervisor/Town Manager) are intended to provide a quick and prompt response to concerns/complaints; however, these timelines may be modified, if needed, upon mutual agreement of the employee and supervisor/Town Manager. Any agreed upon changes to the timeline should be documented in writing by both parties.

Section 2. Procedures

Step 1: Informal discussion with supervisor

Employee concerns should first be discussed with the employee's immediate supervisor. Many concerns can be resolved informally when an employee and supervisor take time to review the concern and discuss options to address the issue.

Step 2: Written complaint to supervisor

If the employee is not satisfied with the results of the informal discussion in Step 1, the employee may submit a written complaint within fifteen calendar days of the event or within fifteen calendar days of learning of the event to his or her appropriate supervisor (the person who took the action which created the concern - could be immediate supervisor, division head, Department Head, etc.) to include:

- The nature of the complaint.
- Detailed information including evidence of the issue, witnesses, related policies, etc.
- The remedy or outcome desired.

The supervisor will have ten calendar days to respond to the employee in writing.

If the employee complaint is regarding illegal harassment, discrimination or retaliation, the employee should submit the written complaint directly to Human Resources.

Step 3: Written complaint to next level supervisor

If the employee is not satisfied with the response from the supervisor, the employee may submit a written complaint to next level supervisor (Division Head, Department Head, Town

Manager, etc.) for review within ten calendar days after received of the response from Step 2. A copy should also be sent to Human Resources. The request for review should include:

- An explanation of the complaint and details of all previous efforts to resolve the issue.
- A copy of the written complaint submitted to the immediate supervisor.
- A copy of the immediate supervisor's written response to the employee's complaint.
- Detailed information regarding the employee's dissatisfaction with the immediate supervisor's response.

The next level supervisor will have ten calendar days to respond to the employee in writing.

Step 4: Written complaint to the Town Manager

If the employee is not satisfied with the response in Step 3, the employee may submit a written complaint to the Town Manager for review. A copy should also be sent to Human Resources. The request for review should include:

- An explanation of the complaint and details of all previous efforts to resolve the issue.
- A copy of the written complaint submitted to all previous supervisors.
- A copy of the previous supervisors' written responses to the employee's complaint.
- Detailed information regarding the employee's dissatisfaction with the previous supervisor's response.

The Town Manager will consult with the employee's immediate supervisor, Human Resources and any other relevant parties to evaluate the complaint and provide a written response to the employee within ten calendar days after receipt of the written concern. The outcome of the review by the Town Manager will be final unless new evidence or other circumstances warrant additional review of the complaint. The Town Manager would notify the Town Council of any impending legal action.

Section 3. Recordkeeping

Human resources will maintain records of the complaint resolution process confidentially and securely.

ARTICLE XI. RECORDS AND REPORTS

Section 1. Public Information

In compliance with GS 160A-168(b), the following information with respect to each Town employee is a matter of public record: name; age; date of original employment or appointment to the service; current position title; current salary; date and amount of each increase or decrease in salary; date and type of each promotion, demotion, transfer, suspension, separation, or other change in position classification; date and general description of the reasons for each promotion; date and type of each dismissal, suspension or demotion for disciplinary reasons. If the disciplinary action was a dismissal, a copy of the written notice of the final decision setting forth the specific acts or omissions that are the basis of the dismissal; and the office to which the employee is currently assigned. Any person may have access to this information for the purpose of inspection, examination, and copying, during regular business hours, subject only to such rules and regulations for the safekeeping of public records as the Town may adopt.

Section 2. Access to Confidential Records

All information contained in a Town employee's personnel file, other than the information mentioned above is confidential and shall be open to inspection only in the following instances:

1. The employee or his/her duly authorized agent may examine all portions of his/her personnel file except letters of reference solicited prior to employment, and information concerning a medical disability, mental or physical, that a prudent physician would not divulge to the patient.
2. A licensed physician designated in writing by the employee may examine the employee's medical record.
3. A Town employee having supervisory authority over the employee may examine all material in the employee's personnel file.
4. By order of a court of competent jurisdiction, any person may examine all material in the employee's personnel file.
5. An official of an agency of the State or Federal Government, or any political subdivision of the State, may inspect any portion of a personnel file when such inspection is deemed by the Town Manager to be necessary and essential to the pursuit of a proper function of the inspecting agency, but no information shall be divulged for the purpose of assisting in a criminal prosecution of the employee, or for the purpose of assisting in an investigation of the employee's tax liability. However, the official having custody of the personnel records may release the name, address, and telephone number from a personnel file for the purpose of assisting in a criminal investigation.
6. An employee may sign a written release to be placed in his/her personnel file that permits the record custodian to provide, either in person, by telephone, or by mail, information specified in the release to prospective employers, educational institutions, or other persons specified in the release.

7. The Town Manager, with the concurrence of the Town Council, may inform any person of the employment, non-employment, promotion, demotion, suspension or other disciplinary action, reinstatement, transfer, or termination of a Town employee, and the reasons for that action. Before releasing that information, the Town Manager shall determine in writing that the release is essential to maintaining the level and quality of Town services. The written determination shall be retained in the Town Manager's office, is a record for public inspection, and shall become a part of the employee's personnel file.

Section 3. Personnel Actions

The Human Resources Director, with the approval of the Town Manager, will prescribe necessary forms and reports for all personnel actions and will retain records necessary for the proper administration of the personnel system. The official personnel files are those which are maintained in the Human Resources Department. These files shall contain documents such as employment applications and related materials, records of personnel actions, documentation of employee warnings, disciplinary actions, performance evaluations, retirement and insurance records, letters of recommendation, and other personnel-related documents.

Section 4. Records of Former Employees

The provisions for access to records apply to former employees as they apply to present employees.

Section 5. Remedies of Employees Objecting to Material in File

An employee who objects to material in his/her file may place a statement in the file relating to the material considered to be inaccurate or misleading. The employee may seek removal of such material in accordance with established complaint resolution procedures.

Section 6. Penalties for Permitting Access to Confidential Records

Section 160A-168 of the General Statutes provides that any public official or employee who knowingly and willfully permits any person to have access to any confidential information contained in an employee personnel file, except as expressly authorized by the designated custodian, is guilty of a misdemeanor and upon conviction shall be fined in an amount consistent with the General Statutes.

Section 7. Examining and/or Copying Confidential Material without Authorization

Section 160A-168 of the General Statutes of North Carolina provides that any person, not specifically authorized to have access to a personnel file designated as confidential, who shall knowingly and willfully examine in its official filing place, remove or copy any portion of a confidential personnel file shall be guilty of a misdemeanor and upon conviction shall be fined consistent with the General Statutes.

Section 8. Destruction of Records Regulated

No public official may destroy, sell, loan, or otherwise dispose of any public record, except in accordance with GS 121.5, without the consent of the State Department of Cultural Resources. Whoever unlawfully removes a public record from the office where it is usually kept, or whoever alters, defaces, mutilates or destroys it will be guilty of a misdemeanor and upon conviction will be fined in an amount provided in Policy 132.3 of the General Statutes.

PART XII. IMPLEMENTATION OF POLICIES

Section 1. Conflicting Policies Repealed

All policies, ordinances, or resolutions that conflict with the provisions of these policies are hereby repealed.

Section 2. Separability

If any provision of these policies or any rule, regulation, or order there under of the application of such provision to any person or circumstances is held invalid, the remainder of these policies and the application of such remaining provisions of these policies of such rules, regulations, or orders to persons or circumstances other than those held invalid will not be affected thereby.

Section 3. Amendments

The Town Council has the authority to amend, revise, or repeal all or any portion of this policy as it sees fit.

Section 4. Effective Date

These policies shall become effective on August 6, 2019.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 13, 2024

Item Details

Presenter(s): Lori Avent, Water Resources Specialist

Department(s): Water Resources

Requested Motion

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

Approval Recommended?

Yes

Item Details

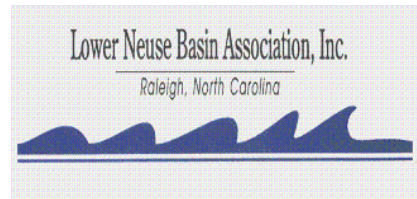
The Memorandum of Agreement (MOA) between the Lower Neuse Basin Association (LNBA), the LNBA members, and NC DWR for monitoring the Neuse River Basin, allows Apex to fulfill the in-stream monitoring requirements required by the NPDES wastewater permit. The thirty-year agreement has been in place since 1994 and must be renewed every 5 years. This MOA allows for a coalition of a group of stakeholders to combine resources and expertise, to collectively fund and perform an in-stream monitoring program. The monitoring performed by this Program can be done in lieu of the in-stream monitoring required by individual permits. Coalition members work with DWR to develop a monitoring network that uses strategically selected, mutually agreeable sampling locations to evaluate water quality beyond the point-source outfall. The monitoring locations are coordinated with the State's existing ambient and biological monitoring networks, to provide a more comprehensive picture of watershed conditions without duplicating efforts. Upon renewal of the MOA, Apex will remain compliant for DWR issued stream monitoring regulations and will be consistent with the measures of other local municipalities.

Attachments

- CN13-A1: Memorandum of Agreement between NCDEQ, and LNBA permittee



**Memorandum of Agreement
Among
The State of North Carolina's Division of Water Resources,
The Lower Neuse Basin Association Permittees,
and
The Lower Neuse Basin Association**



**Effective:
August 1, 2024 through July 31, 2029**

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into this 1st day of August 2024, by and among the NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY'S DIVISION OF WATER RESOURCES (DWR), the NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) DISCHARGERS in the Lower Neuse River Basin who have voluntarily executed this MOA (LNBA PERMITTEES), and the LOWER NEUSE BASIN ASSOCIATION (LNBA), a non-profit corporation whose members include the LNBA PERMITTEES (see Table 1).

WITNESSETH, THAT,

Whereas, the LNBA Permittees have instream (e.g., upstream and downstream) monitoring requirements in their respective NPDES permits pursuant to Federal and State law.

Whereas, the DWR has obligations to collect water quality data, which it uses for various purposes, including but not limited to enforcement, regulatory, scientific, and educational purposes.

Whereas, DWR has discretion in determining instream sampling locations in the context of NPDES permitting.

Whereas, the LNBA Permittees are willing to combine their resources to provide for a more efficient and effective method for instream monitoring to meet the requirements of their respective NPDES permits.

Whereas, all parties to this MOA benefit from the collection of instream water quality data in the Lower Neuse River Basin.

NOW, THEREFORE, in consideration of mutual benefits that will accrue to each party, the parties agree as follows:

Purpose:

- The purpose of this MOA is to:
 - 1) facilitate the collection of instream water quality data for parameters that are of interest to all parties to this MOA;
 - 2) facilitate the collection of instream water quality data at preferred sampling locations (i.e., to reduce duplicative sampling locations and to sample at locations that would otherwise not be sampled) which are mutually agreeable to the both parties;
 - 3) facilitate the collection of instream water quality data at frequencies that provide useful information to all parties to this MOA;
 - 4) leverage the resources available to the parties of this MOA for instream sampling; and
 - 5) provide all parties with consistent instream water quality data for the Neuse Basin.

General Provisions:

- This MOA only applies to the collection and submission of instream water quality monitoring data for the parameters, locations, and frequencies identified in Table 2.
- Nothing in this MOA precludes DWR from requesting LNBA Permittees or LNBA to take additional samples. Similarly, there is nothing in this MOA that precludes LNBA Permittees or LNBA to voluntarily conduct and submit sampling data to DWR in addition to what is set forth in Table 2,

including hardness and emerging contaminants.

- This MOA does not relieve LNBA Permittees from complying with other NPDES permit requirements, including influent and effluent monitoring requirements, or other Federal and State laws, including State water quality standards.
- By signing this MOA, the LNBA PERMITTEES authorize the LNBA to act as their agent and on their behalf in collecting and submitting instream monitoring data to DWR for the parameters listed in Table 2.
- The LNBA PERMITTEES are exempted from instream water quality monitoring for certain parameters *as specified in their individual NPDES permits*. If there is any discrepancy or conflict between this MOA and an LNBA Permittee's NPDES permit, the LNBA Permittee's NPDES permit shall prevail.

Collection of instream water quality data:

- The LNBA and its agents shall perform the collection and analyses of the instream water quality monitoring data for the parameters, locations and frequencies specified in Table 2 of this MOA.
- The LNBA will contract for the performance of the monitoring activities with a laboratory appropriately certified by DWR for the required laboratory and field analysis.
- The LNBA and its agents shall comply with the requirements and protocols set forth in Tables 3 and 4 located in Appendix A.

Submission of (monthly) instream water quality data to DWR:

- The LNBA shall submit the monitoring results to DWR on behalf of LNBA PERMITTEES.
- The LNBA shall submit the water quality data to the DWR within 90 days of the end of the month in which the sampling was performed to the Coalition Coordinator at coalitioncoordinator@deq.nc.gov.
- The LNBA or its agents shall submit the water quality data to the DWR in a format set forth in Table 5 located in Appendix B of this MOA and preferably in Microsoft® Excel.
- The LNBA shall archive all data for five (5) years.
- The LNBA PERMITTEES may provide comments to DWR on data and work submitted by LNBA to DWR.
- Failure by the LNBA PERMITTEES or the LNBA or their agents to collect or analyze the water quality data as described in this MOA, or to provide data to the DWR in the required format, may result in the termination of this MOA by the DWR and the return to individual upstream and downstream monitoring requirements, as specified in the individual NPDES permits for each of the LNBA PERMITTEES.
- Special and/or additional data collected (i.e., hardness) at a designated monitoring station concurrently with the regularly scheduled samples, should be submitted to the Coalition

Coordinator

Annual Report:

- The LNBA shall submit an annual written report that summarizes the previous calendar year's sampling activities.
- The LNBA shall submit the annual report no later than April 30th each year that this MOA is in effect and shall comply with the requirements set forth in Appendix B.
- The LNBA shall submit the annual report to the DWR Coalition Coordinator at 1621 Mail Service Center, Raleigh, NC 27699-1621 or electronically at coalitioncoordinator@deq.nc.gov.

Signatures for all Submissions to DWR:

- The LNBA Chair shall sign annual reports submitted to DWR pursuant to this MOA.

Special Circumstances effecting sampling:

- Stream sampling under this MOA may be suspended or discontinued under the following circumstances:
 - 1) If flow conditions in the receiving waters and/or extreme weather conditions will result in a substantial risk of injury to the person(s) collecting samples; or
 - 2) If environmental conditions, such as a dry stream, prevent sample collection.
- If sampling is suspended or discontinued for any reason, the LNBA shall provide a written explanation to DWR explaining why sampling was not performed. The written explanation shall be submitted to the DWR Coalition Coordinator with LNBA's monthly data submittal (electronic submittal is authorized).
- If sampling is suspended or discontinued under the provisions above, LNBA shall resume stream sampling as soon as possible.

Modification:

- This MOA may be modified by the written consent of the DWR and the LNBA. Either DWR or the LNBA may determine that it is necessary to request changes in monitoring frequency, parameters, and/or sampling locations. Any changes to sampling parameters, locations, or frequencies shall be made by a written amendment to this MOA agreed to by the DWR, the LNBA PERMITTEES, and the LNBA. The amendment shall be signed by the LNBA chair and by the DWR Director. Such amendments may be entered into at any time.

New Parties to this MOA:

- The following additional NPDES permit dischargers may enter into this MOA subsequent to the effective date hereof:
 - 1) Dischargers who receive a NPDES permit within the Lower Neuse River Basin, or
 - 2) Dischargers who have NPDES permits within the Lower Neuse River Basin but are not parties to this Agreement.
- The addition of such dischargers to this MOA may be made only with the consent of the DWR, the LNBA PERMITTEES, and the LNBA and shall require a written amendment to this MOA signed by the LNBA chairperson, by the DWR, and by an authorized representative of any such discharger

who wishes to enter into the MOA. The DWR will not unreasonably withhold consent to the addition of a discharger to the MOA. The DWR will consider modification of the existing monitoring program described in this MOA for the addition of a NPDES permit discharger to the MOA. Such amendments may be made at any time that this MOA is in effect. The LNBA PERMITTEES included in this MOA are listed in Table 1.

Term:

- This MOA shall be effective upon the signature until July 31, 2029 unless extended by the consent of both the DWR Director and the LNBA.

Withdraw/Termination as between DWR and LNBA:

- Upon sixty (60) days written notice, the DWR or the LNBA may terminate this MOA for any reason. Upon termination of this MOA, the monitoring requirements contained in the individual NPDES permit for each LNBA PERMITTEE shall become effective immediately.

Withdraw/Termination as between DWR and individual LNBA Permittees:

- An individual permit holder may withdraw and cancel its participation in this MOA by providing sixty (60) days written notice to the LNBA, and sixty (60) days written notice to the DWR Coalition Coordinator, the appropriate DWR Regional Office(s), and the DWR Water Quality Permitting Section. The monitoring requirements contained in the individual NPDES permit shall become effective upon the termination date specified in the notice.
- The withdrawal of an individual LNBA Permittee shall require a written amendment to this MOA signed by the LNBA chair and the DWR Director.
- In the event a LNBA NPDES permit holder terminates or cancels its participation in this MOA or its membership in the LNBA is terminated for any reason, the LNBA may request that DWR review the monitoring plan described in this MOA for a possible reduction in sampling effort and/or requirements.

No limitation on use of the data:

- There are no limitations on DWR's, LNBA, or LNBA Permittee's use of the data collected under this MOA.

Entire Agreement:

- This MOA constitutes the entire agreement between the parties and supersedes all previous agreements.

Incorporation:

- Appendices A and B are attached to and incorporated into this MOA.

Savings Clause:

- Should any part of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, invalidation of the affected portion shall not invalidate the remaining portions of the Agreement and they shall remain in full force and effect.

Remedies for Breach:

- The only remedy for breach of this MOA is an action for specific performance or injunction.

IN WITNESS WHEREOF, the parties have caused the execution of this instrument by authority duly given, to be effective as of the date executed by the DWR.

**DIVISION OF WATER
RESOURCES**

By: _____
Richard E. Rogers, Jr.
Director
Division of Water Resources

Date: _____

**LOWER NEUSE BASIN
ASSOCIATION**

By: _____
Charles Smithwick
Chair
Lower Neuse Basin Association

Date: _____

Table 1 – LNBA Permittees

NPDES Permit Number	LNBA Permittees Ownership and Facility	Authorized Representative and Title	Authorized Representative Signature	Signature Date
NC0003417	Duke Energy Progress, LLC H. F. Lee Energy Complex	Jeffery D. Hines General Manager	<i>Signature on file</i>	<i>date on file</i>
NC0003760	CovationBio, Inc.	David Suggs WWTF Manager	<i>Signature on file</i>	<i>date on file</i>
NC0020389	Town of Benson Benson WWTP	Kimberly Pickett Public Utility Director	<i>Signature on file</i>	<i>date on file</i>
NC0020842	Town of Snow Hill Snow Hill WWTF	April Vinson Town Manager	<i>Signature on file</i>	<i>date on file</i>
NC0021253	City of Havelock Havelock WWTP	Chris McGee City Manager	<i>Signature on file</i>	<i>date on file</i>
NC0021644	Town of LaGrange LaGrange WWTP	Shawn Condon Town Manager	<i>Signature on file</i>	<i>date on file</i>
NC0023906	City of Wilson Wilson WWTP	Grant Goings City Manager	<i>Signature on file</i>	<i>date on file</i>
NC0023949	City of Goldsboro Goldsboro WWTP	Matthew Livingston City Manager	<i>Signature on file</i>	<i>date on file</i>
NC0024236	City of Kinston Kinston Regional WWTF	Steve Miller Director of Public Services	<i>Signature on file</i>	<i>date on file</i>
NC0025348	City of New Bern New Bern WWTP	Foster Hughes City Manager	<i>Signature on file</i>	<i>date on file</i>
NC0025453	Town of Clayton Little Creek WWTP	Rich Cappola Town Manager	<i>Signature on file</i>	<i>date on file</i>
NC0029033	City of Raleigh Neuse River WWTP	Edward Buchan Assistant Utility Director	<i>Signature on file</i>	<i>date on file</i>
NC0029572	Town of Farmville Farmville WWTP	David Hodgkins Town Manager	<i>Signature on file</i>	<i>date on file</i>
NC0030716	Johnston County Central Johnston County Regional WWTP	Rick J. Hester County Manager	<i>Signature on file</i>	<i>date on file</i>
NC0030759	City of Raleigh Smith Creek WWTP	Edward Buchan Assistant Utility Director	<i>Signature on file</i>	<i>date on file</i>
NC0032077	Contentnea Metropolitan Sewerage District Contentnea MSD WWTP	Charles M Smithwick Jr. District Manager	<i>Signature on file</i>	<i>date on file</i>
NC0048879	Town of Cary North WWTP	Jonathan Bulla North Cary WRF Manager	<i>Signature on file</i>	<i>date on file</i>
NC0064050	Town of Apex Apex WRF	Randal E. Vosburg Town Manager	<i>Signature on file</i>	<i>date on file</i>
NC0064891	Town of Kenly Kenly Regional WWTP	Tony Sears Interim Town Manager	<i>Signature on file</i>	<i>date on file</i>
NC0065102	Town of Cary South WWTP	Jarrold Buchanan South Cary WRF Manager	<i>Signature on file</i>	<i>date on file</i>
NC0066150	Town of Fuquay-Varina Brighton Forest Subdivision WWTP	Michael Wagner Public Utilities Director	<i>Signature on file</i>	<i>date on file</i>
NC0066516	Town of Fuquay-Varina Terrible Creek WWTP	Michael Wagner Public Utilities Director	<i>Signature on file</i>	<i>date on file</i>
NC0079316	City of Raleigh Little Creek WWTP	Edward Buchan Assistant Utility Director	<i>Signature on file</i>	<i>date on file</i>
NC0084735	Johnston County Johnston County WTP	Rick J. Hester County Manager	<i>Signature on file</i>	<i>date on file</i>

Table 2
LNBA Sampling Stations, Parameters, & Frequencies

Station Number	Location Description	Station Comments	Latitude	Longitude	County	Region	8 Digit HUC	Stream Class	Index	¹ Field Measurements	² Nutrients	Lab Turbidity	TSS	Chl-a	Fecal Coliform
J2230000	Smith Crk at SR 2045 Burlington Mill Rd nr Wake Forest	DWR benthic and fish station.	35.9182	-78.5348	Wake	RRO	03020201	C NSW	27-23-(2)	M+2SM	M	M	M		M
J2330000	Neuse Riv at SR 2215 Buffalo Rd nr Neuse	dns Smith Crk WWTP	35.8479	-78.5302	Wake	RRO	03020201	C NSW	27-(22.5)	M+2SM	M	M	M		M
J3310000	Crabtree Crk at SR 2921 N. Raleigh Blvd at Raleigh	dns confluence of Pigeon House Branch	35.8040	-78.6081	Wake	RRO	03020201	C NSW		M+2SM	M	M	M		M
J3970000	Walnut Crk at SR 2551 Barwell Rd nr Raleigh	DWR benthic and fish station	35.7493	-78.5345	Wake	RRO	03020201	C NSW	27-34-(4)	M+2SM	M	M	M		M
J4050000	Neuse Riv at SR 2555 Auburn Knightdale Rd nr Raleigh	ups Neuse River WWTP	35.7266	-78.5139	Wake	RRO	03020201	C NSW	27-(22.5)	M+2SM	M	M	M		M
J4080000	Poplar Crk at SR 2049 Bethlehem Rd nr Knightdale	last bridge before Neuse	35.7309	-78.4776	Wake	RRO	03020201	C NSW	27-35	M+2SM	M	M	M		M
J4115000	Marks Crk at Neuse Rvr Trail nr Archer Lodge	City of Raleigh sampling & monitoring program	35.6933	-78.4387	Johnston	RRO	03020201	C NSW	27-38	M+2SM	M	M	M		M
J4130000	Neuse Riv at SR 1700 Covered Bridge Rd nr Archers Lodge	dns Neuse River WWTP, ups Little Creek (Clayton) WWTP	35.6749	-78.4364	Johnston	RRO	03020201	WS-V NSW	27-(36)	M+2SM	M	M	M		M
J4170000	Neuse Riv at NC 42 nr Clayton	dns Little Crk WWTP, DWR benthic station, USGS gage	35.6473	-78.4056	Johnston	RRO	03020201	WS-IV NSW	27-(38.5)	M+2SM	M	M	M		M
J4370000	Neuse Riv at US 70 Bus at Smithfield	dns Johnston County WTP, DWR AMS Station	35.5128	-78.3498	Johnston	RRO	03020201	WS-IV NSW		M+2SM	M	M	M		M
J4414000	Swift Crk at SR 1152 Holly Springs Rd nr Macedonia	ups Lake Wheeler, DWR benthic and fish station, USGS gage	35.7187	-78.7527	Wake	RRO	03020201	WS-III NSW	27-43-(1)	M+2SM	M	M	M		M
J4500000	Swift Crk at Indian Crk discharge nr Garner	City of Raleigh sampling & monitoring program	35.6476	-78.6041	Wake	RRO	03020201	C NSW		M+2SM	M	M	M		M
J4510500	Swift Crk at SR 1525 Cornwallis Road nr Clayton	City of Raleigh sampling & monitoring program	35.5999	-78.5356	Johnston	RRO	03020201	C NSW		M+2SM	M	M	M		M

Station Number	Location Description	Station Comments	Latitude	Longitude	County	Region	8 Digit HUC	Stream Class	Index	¹ Field Measurements	² Nutrients	Lab Turbidity	TSS	Chl-a	Fecal Coliform
J4511000	White Oake Ck at NC 42 nr Clayton	City of Raleigh sampling & monitoring program	35.6176	-78.5281	Johnston	RRO	03020201	C NSW		M+2SM	M	M	M		M
J4520000	Swift Crk at SR 1562 Steel Bridge Rd nr Smithfield	City of Raleigh sampling & monitoring program	35.5515	-78.4600	Johnston	RRO	03020201	C NSW		M+2SM	M	M	M		M
J4580000	Swift Crk at SR 1501 Swift Creek Rd nr Smithfield	Replaced J4590000 4/1/12.	35.5442	-78.3970	Johnston	RRO	03020201	C NSW	27-43-(8)	M+2SM	M	M	M		M
J4690000	Middle Crk at SR 1152 Holly Springs Rd nr Holly Springs	ups Cary South WWTP, dns Apex WWTP	35.6609	-78.8042	Wake	RRO	03020201	C NSW	27-43-15-(1)	M+2SM	M	M	M		M
J4868000	Middle Crk at SR 1375 Lake Wheeler Rd nr Banks	dns Cary South WWTP, ups Terrible Crk WWTP discharge	35.6356	-78.7279	Wake	RRO	03020201	C NSW	27-43-15-(4)	M+2SM	M	M	M		M
J4980000	Middle Crk at SR 1006 Old Stage Rd nr Willow Springs	dns of Terrible Crk WWTP	35.6091	-78.6866	Wake	RRO	03020201	C NSW	27-43-15-(4)	M+2SM	M	M	M		M
J5002000	Middle Crk off SR 1517 Old Sanders Hse nr Edmonson	City of Raleigh sampling & monitoring program	35.5626	-78.5756	Johnston	RRO	03020201	C NSW		M+2SM	M	M	M		M
J5010000	Middle Crk at NC 210 near Smithfield	ups of Neuse Riv	35.5075	-78.4013	Johnston	RRO	03020201	C NSW	27-43-15-(4)	M+2SM	M	M	M		M
J5170000	Black Crk at SR 1162 Black Creek Rd nr Four Oaks	ups Holts Lake, ups Neuse Riv, USGS gage	35.4693	-78.4568	Johnston	RRO	03020201	C NSW	27-45-(2)	M+2SM	M	M	M		M
J5250000	Neuse Riv at SR 1201 Richardson Bridge Rd nr Cox Mill	dns Johnston Cty WWTP, ups Duke Energy and Goldsboro WWTP, DWR benthic station	35.3741	-78.1962	Johnston	RRO	03020201	WS-IV NSW	27-(49.5)	M+2SM	M	M	M		M
J5390000	Hannah Crk at SR 1158 Allens Crossroads Dr nr Benson	ups Benson WWTP	35.3868	-78.5110	Johnston	RRO	03020201	C NSW	27-52-6	M+2SM	M	M	M		M
J5390800	Hannah Crk at SR 1227 Ivey Rd nr Benson	dns Benson WWTP	35.4025	-78.4952	Johnston	RRO	03020201	C NSW	27-52-6	M+2SM	M	M	M		M
J5410000	Mill Crk at SR 1200 nr Cox Mill	dns concentrated agricultural area	35.3420	-78.2162	Johnston	RRO	03020201	C NSW	27-52-(1)	M+2SM	M	M	M		M
J5500000	Falling Crk at SR 1219 Old Grantham Rd nr Grantham	dns concentrated agricultural area	35.3224	-78.1282	Wayne	WaRO	03020201	WS-IV NSW	27-54-(3.5)	M+2SM	M	M	M		M

Station Number	Location Description	Station Comments	Latitude	Longitude	County	Region	8 Digit HUC	Stream Class	Index	¹ Field Measurements	² Nutrients	Lab Turbidity	TSS	Chl-a	Fecal Coliform
J5630000	Little Riv at SR 2320 Riley Hill Rd nr Zebulon	possible future site of E. Wake reservoir (City of Raleigh drinking water)	35.8373	-78.3602	Wake	RRO	03020201	WS-II HQW NSW	27-57-(1)	M+2SM	M	M	M		M
J5685000	Little Riv at Weaver Rd nr Bagley	ups Kenly Regional WWTP	35.5791	-78.1723	Johnston	RRO	03020201	WS-V NSW		M+2SM	M	M	M		M
J5750000	Little Riv at SR 2339 Bagley Rd nr Lowell Mill	dns Kenly	35.5613	-78.1594	Johnston	RRO	03020201	WS-V NSW	27-57-(8.5)	M+2SM	M	M	M		M
J5790000	Buffalo Ck at SR 2358 Lake Glad Rd at Wendell	City of Raleigh sampling & monitoring program	35.7697	-78.3769	Wake	RRO	03020201	C NSW		M+2SM	M	M	M		M
J5930000	Little Riv at NC 581 nr Cherry Hospital	DWR benthic station	35.3930	-78.0258	Wayne	WARO	03020201	C NSW	27-57-(22)	M+2SM	M	M	M		M
J6010950	Walnut Crk at SR 1730 Saint Johns Church Rd nr Walnut Crk	significant tributary	35.2817	-77.8686	Wayne	WARO	03020202	C NSW	27-68	M+2SM	M	M	M		M
J6024000	Neuse Riv at SR 1731 nr Seven Springs	dns Goldsboro	35.2290	-77.8460	Wayne	WARO	03020202	C NSW	27-(56)	M+2SM	M	M	M		M
J6044400	Bear Crk at SR 1603 Washington St nr LaGrange	Ups concentrated agricultural area	35.3137	-77.8153	Lenoir		03020202	C SW NSW		M+2SM	M	M	M		M
J6044500	Bear Crk at SR 1311 Bear Creek Rd nr Kinston	DWR benthic and fish station	35.2489	-77.7843	Lenoir	WARO	03020202	WS IV Sw NSW	27-72-(5)	M+2SM	M	M	M		M
J6055000	Mosley Crk at SR 1327 Willey Measley Rd nr LaGrange	dns LaGrange WWTP	35.3119	-77.7313	Lenoir	WARO	03020202	C Sw NSW	27-77-2	M+2SM	M	M	M		M
J6150000	Neuse Riv at NC 11 at Kinston	DWR ambient station, ups Kinston WWTPs, USGS gage	35.2587	-77.5835	Lenoir	WARO	03020202	C NSW	27-(75.7)	M+2SM	M	M	M		M
J6250000	Neuse Riv at NC 55 nr Graingers	dns both Kinston WWTPs, ups DuPont	35.2957	-77.4962	Lenoir	WARO	03020202	C NSW	27-(75.7)	M+2SM	M	M	M		M
J6410000	Little Crk at NC 97 at Zebulon	ups Little Creek (Raleigh) WWTP	35.8279	-78.3025	Wake	RRO	03020203	C NSW	27-86-2-4	M+2SM	M	M	M		M
J6450000	Little Crk at NC 39 at Zebulon	dns Little Creek (Raleigh) WWTP	35.8125	-78.2681	Wake	RRO	03020203	C NSW	27-86-2-4	M+2SM	M	M	M		M
J6500000	Moccasin Crk at SR 1131 Antioch Church Rd nr Conner	ups Buckhorn Res.	35.7301	-78.1895	Wilson	RRO	03020203	C NSW	27-86-2	M+2SM	M	M	M		M

Station Number	Location Description	Station Comments	Latitude	Longitude	County	Region	8 Digit HUC	Stream Class	Index	¹ Field Measurements	² Nutrients	Lab Turbidity	TSS	Chl-a	Fecal Coliform
J6680000	Turkey Crk at SR 1101 Claude Lewis Rd nr Middlesex	ups Buckhorn Res.	35.7519	-78.1597	Nash	RRO	03020203	C NSW	27-86-3-(1)	M+2SM	M	M	M		M
J6765000	Contentnea Crk at Willow Springs Dr nr Dixie	ups Wilson WWTP, dns Wiggins Mill Reservoir	35.6838	-77.9410	Wilson		03020203	C SW NSW		M+2SM	M	M	M		M
J6890000	Contentnea Crk at SR 1622 Evansdale Rd nr Wilson	dns Wilson WWTP	35.6429	-77.8902	Wilson	RRO	03020203	C Sw NSW	27-86-(7)	M+2SM	M	M	M		M
J7210000	Contentnea Crk at NC 58 nr Stantonsburg	DWR benthic station	35.5861	-77.8111	Wilson	RRO	03020203	C Sw NSW	27-86-(7)	M+2SM	M	M	M		M
J7240000	Toisnot Swamp at SR 1539 Sand Pit Rd nr Stantonsburg	major trib to Contentnea Crk	35.5976	-77.7947	Wilson	RRO	03020203	C Sw NSW	27-86-11-(5)	M+2SM	M	M	M		M
J7325000	Nahunta Swamp at NC 58 nr Contentnea	major trib to Contentnea Crk	35.5081	-77.7455	Greene	WARO	03020203	C Sw NSW	27-86-14	M+2SM	M	M	M		M
J7330000	Contentnea Crk at US 13 at Snow Hill	ups Snow Hill WWTP	35.4585	-77.6753	Greene	WARO	03020203	C Sw NSW	27-86-(7)	M+2SM	M	M	M		M
J7690000	Little Contentnea Crk at SR 1218 Chinquapin Rd nr Farmville	ups Farmville WWTP	35.5881	-77.5416	Pitt	WARO	03020203	C Sw NSW	27-86-26	M+2SM	M	M	M		M
J7740000	Little Contentnea Crk at SR 1110 Highway 903 at Scuffleton	ups of Contentnea Crk, discontinued USGS gage	35.4567	-77.4854	Pitt	WARO	03020203	C Sw NSW	27-86-26	M+2SM	M	M	M		M
J7850000	Neuse Riv at SR 1470 Maple Cypress Rd nr Fort Barnwell	dns Contentnea Crk and Contentnea Crk WWTP, ups New Bern WWTP, USGS gage, DWR ambient station; AMS sampled at boat dock; CMP station samples from bridge	35.3139	-77.3030	Craven	WARO	03020202	C Sw NSW	27-(85)	M+2SM	M	M	M	M	M
J8870000	Trent Riv at E Front St at New Bern	confluence of Neuse and Trent Rivers	35.1016	-77.0371	Craven	WARO	03020204	SB Sw NSW	27-101-(39)	M+2SM	M ³	M	M	M ³	M

1. Field Measurements include: Temperature, Dissolved Oxygen, pH, and Conductivity. M=Monthly, M+2SM=Monthly with twice monthly summer sampling, Q=Quarterly. Summer includes the months of May, June, July, August and September. Twice monthly samples are to be collected at least ten days apart except when extenuating conditions arise.
2. Nutrient sampling includes: Ammonia as N (NH₃), Nitrate/Nitrite as N (NO₂/NO₃), Total Kjeldahl Nitrogen (TKN), and Total Phosphorus as P (TP).
3. Nutrient and Chlorophyll-a samples shall be collected as a composite sample within the photic zone (photic zone = twice secchi depth).

APPENDIX A
SAMPLE COLLECTION AND ANALYSIS

Sample Collection Procedures

Sample collection shall be performed by trained personnel employed by NC DWR-certified laboratories in accordance with the DWR Monitoring Coalition Program Field Monitoring Guidance Document (November 2017) and subsequent documents. The Field Monitoring Guidance Document can be found on the web at: <http://deq.nc.gov/about/divisions/water-resources/water-resources-data/water-sciences-home-page/ecosystems-branch/monitoring-coalition-program>. Alternate collection procedures require the approval of the DWR Coalition Coordinator prior to use.

Laboratory Analysis

All laboratory analyses shall be performed at a DWR-certified laboratory using approved methods as prescribed by section 40 of the Code of Federal Regulations part 136 (40 CFR part 136) or other methods certified by the DWR Laboratory Certification Branch (<http://deq.nc.gov/about/divisions/water-resources/water-resources-data/water-sciences-home-page/laboratory-certification-branch>) or the Director of DWR. 40 CFR Part 136 can be accessed on the web at <http://deq.nc.gov/about/divisions/water-resources/water-resources-data/water-sciences-home-page/laboratory-certification-branch/rules-regulations>.

Reporting levels will be at least as stringent as the reporting levels used by the DWR Laboratory. For guidance purposes Table 3 lists target reporting levels for each parameter based on the reporting levels of the DWR Laboratory. The lowest possible analytical limits for all the parameters should be pursued.

TABLE 3
DWR Laboratory Reporting Limits

Parameters	Target Reporting Level	Comments
Water Temperature		Resolution to 0.1 degree Celsius
Dissolved Oxygen		Report results to the nearest 0.1 mg/L.
pH		Report results to the nearest 0.1 pH units.
Specific Conductivity		Report results to the nearest whole $\mu\text{mho}/\text{cm}$ at 25 °C.
Turbidity	1 NTU	
TSS	2.5 mg/L	
Fecal Coliform	1 colony/100 mL	At least 3 dilutions should be used to achieve optimum colony counts per membrane filter of 20-60 colonies.
Chlorophyll <i>a</i>	1 $\mu\text{g}/\text{L}$	Report Chlorophyll <i>a</i> values free from pheophytin and other chlorophyll pigments. Analysis by HPLC is not approved by DWR.
Ammonia (NH ₃ as N)	0.05 mg/L	Address distillation requirement. See 40CFR136 Table II footnote.
Nitrate + Nitrite as N	0.03 mg/L	
Total Kjeldahl Nitrogen as N	0.4 mg/L	
Total Phosphorus as P	0.03 mg/L	
Hardness	1 mg/L	

Data Qualification Codes

When reporting data, the DWR's data qualifier codes must be used to provide additional information regarding data quality and interpretation. The current set of qualifier codes to be used is provided in Table 4. Review the data remark codes at least annually and utilize the most current set, as codes are subject to change. Contact the Coalition Coordinator for a current copy of the codes.

Table 4
Data Qualification Codes for Use with Coalition Data

Symbol	Definition
A	<p>Value reported is the mean (average) of two or more determinations. This code is to be used if the results of two or more discrete and separate samples are averaged. These samples shall have been processed and analyzed independently (e.g. field duplicates, different dilutions of the same sample). This code is not required for BOD, coliform or acute/chronic metals reporting since averaging multiple results for these parameters is fundamental to those methods or manner of reporting.</p> <p>1 The reported value is an average, where at least one result is qualified with a "U". The PQL is used for the qualified result(s) to calculate the average.</p>
B	<p>Results based upon colony counts outside the acceptable range and should be used with caution. This code applies to microbiological tests and specifically to membrane filter (MF) colony counts. It is to be used if less than 100% sample was analyzed and the colony count is generated from a plate in which the number of colonies exceeds the ideal ranges indicated by the method. These ideal ranges are defined in the method as: <i>Fecal coliform or Enterococcus bacteria: 20-60 colonies Total coliform bacteria: 20-80 colonies</i></p> <p>1 Countable membranes with less than 20 colonies. Reported value is estimated or is a total of the counts on all filters reported per 100 ml.</p> <p>2 Counts from all filters were zero. The value reported is based on the number of colonies per 100 ml that would have been reported if there had been one colony on the filter representing the largest filtration volume (reported as a less than "<" value).</p> <p>3 Countable membranes with more than 60 or 80 colonies. The value reported is calculated using the count from the smallest volume filtered and reported as a greater than ">" value.</p> <p>4 Filters have counts of both >60 or 80 and <20. Reported value is estimated or is a total of the counts on all filters reported per 100 ml.</p> <p>5 Too many colonies were present; too numerous to count (TNTC). TNTC is generally defined as >150 colonies. The numeric value represents the maximum number of counts typically accepted on a filter membrane (60 for fecal or enterococcus and 80 for total), multiplied by 100 and then divided by the smallest filtration volume analyzed. This number is reported as a greater than value.</p> <p>6 Estimated Value. Blank contamination evident.</p> <p>7 Many non-coliform or non-enterococcus colonies or interfering non-coliform or non-enterococcus growth present. In this competitive situation, the reported value may under- represent actual density.</p> <p><u>Note:</u> A "B" value shall be accompanied by justification for its use denoted by the numbers listed above (e.g., B1, B2, etc.). Note: A "J2" should be used for spiking failures.</p>
C	<p>Total residual chlorine was present in sample upon receipt in the laboratory; value is estimated. Generally, applies to cyanide, phenol, NH3, TKN, coliform, and organics.</p>

Symbol	Definition
G	<p>A single quality control failure occurred during biochemical oxygen demand (BOD) analysis. The sample results should be used with caution.</p> <ol style="list-style-type: none"> 1 The dissolved oxygen (DO) depletion of the dilution water blank exceeded 0.2 mg/L. 2 The bacterial seed controls did not meet the requirement of a DO depletion of at least 2.0 mg/L and/or a DO residual of at least 1.0 mg/L. 3 No sample dilution met the requirement of a DO depletion of at least 2.0 mg/L and/or a DO residual of at least 1.0 mg/L. 4 Evidence of toxicity was present. This is generally characterized by a significant increase in the BOD value as the sample concentration decreases. The reported value is calculated from the highest dilution representing the maximum loading potential and should be considered an estimated value. 5 The glucose/ glutamic acid standard exceeded the range of 198 ± 30.5 mg/L. 6 The calculated seed correction exceeded the range of 0.6 to 1.0 mg/L. 7 Less than 1 mg/L DO remained for all dilutions set. The reported value is an estimated greater than value and is calculated for the dilution using the least amount of sample. 8 Oxygen usage is less than 2 mg/L for all dilutions set. The reported value is an estimated less than value and is calculated for the dilution using the most amount of sample. 9 The DO depletion of the dilution water blank produced a negative value. The cBOD value is greater than the BOD value. <p>Note: A "G" value shall be accompanied by justification for its use denoted by the numbers listed above (e.g., G1, G2, etc.).</p>
J	<p>Estimated value; value may not be accurate. This code is to be used in the following instances:</p> <ol style="list-style-type: none"> 1 Surrogate recovery limits have been exceeded. 2 The reported value failed to meet the established quality control criteria for either precision or accuracy. 3 The sample matrix interfered with the ability to make any accurate determination. 4 The data is questionable because of improper laboratory or field protocols (e.g., composite sample was collected instead of grab, plastic instead of glass container, etc.). 5 Temperature limits exceeded (samples frozen or $>6^{\circ}\text{C}$) during transport or not verifiable (e.g., no temperature blank provided): non-reportable for NPDES compliance monitoring. 6 The laboratory analysis was from an unpreserved or improperly chemically preserved sample. The data may not be accurate. 7 This qualifier is used to identify analyte concentration exceeding the upper calibration range of the analytical instrument/method. The reported value should be considered estimated. 8 Temperature limits exceeded (samples frozen or $>6^{\circ}\text{C}$) during storage, the data may not be accurate. 9 The reported value is determined by a one-point estimation rather than against a regression equation. The estimated concentration is less than the laboratory PQL and greater than the laboratory method detection limit. 10 Unidentified peak; estimated value. 11 The reported value is determined by a one-point estimation rather than against a regression equation. The estimated concentration is less than the laboratory PQL and greater than the instrument noise level. This code is used when an MDL has not been established for the analyte in question. 12 The calibration verification did not meet the calibration acceptance criterion for field parameters. <p>Note: A "J" value shall be accompanied by justification for its use denoted by the numbers listed above (e.g., J1, J2, etc.). A "J" value shall not be used if another code applies (e.g., N, V, M).</p>
M	<p>Sample and duplicate results are "out of control". The sample is non-homogenous (e.g., VOA soil). The reported value is the lower value of duplicate analyses of a sample.</p>

Symbol	Definition
N	Presumptive evidence of presence of material; estimated value. This code is to be used if: 1 The component has been tentatively identified based on mass spectral library search. 2 There is an indication that the analyte is present, but quality control requirements for confirmation were not met (i.e., presence of analyte was not confirmed by alternate procedures). 3 This code shall be used if the level is too low to permit accurate quantification, but the estimated concentration is less than the laboratory PQL and greater than the laboratory method detection limit. This code is not routinely used for most analyses. 4 This code shall be used if the level is too low to permit accurate quantification, but the estimated concentration is less than the laboratory practical quantitation limit and greater than the instrument noise level. This code is used when an MDL has not been established for the analyte in question. 5 The component has been tentatively identified based on a retention time standard.
Q	Holding time exceeded. These codes shall be used if the value is derived from a sample that was received, prepared and/or analyzed after the approved holding time restrictions for sample preparation and analysis. The value does not meet NPDES requirements. 1 Holding time exceeded prior to receipt by lab. 2 Holding time exceeded following receipt by lab.
P	Elevated PQL due to matrix interference and/or sample dilution.
S	Not enough sample provided to prepare and/or analyze a method-required matrix spike (MS) and/or matrix spike duplicate (MSD).
U	Indicates that the analyte was analyzed for, but not detected above the reported PQL. The number value reported with the "U" qualifier is equal to the laboratory's PQL*.
UU	Indicates that the analyte was not detected by a screen analysis. The number value reported with the "UU" qualifier is equal to the laboratory's PQL. The number value was determined by a one-point estimation at the PQL, rather than against a regression equation.
V	Indicates the analyte was detected in both the sample and the associated blank. Note: The value in the blank shall not be subtracted from the associated samples. 1 The analyte was detected in both the sample and the method blank. 2 The analyte was detected in both the sample and the field blank.
X	Sample not analyzed for this constituent. This code is to be used if: 1 Sample not screened for this compound. 2 Sampled, but analysis lost or not performed-field error. 3 Sampled, but analysis lost or not performed-lab error. Note: an "X" value shall be accompanied by justification for its use by the numbers listed.
Y	Elevated PQL due to insufficient sample size.
Z	The sample analysis/results are not reported due to: 1 Inability to analyze the sample. 2 Questions concerning data reliability. Note: The presence or absence of the analyte cannot be verified.
Supporting Definitions listed below	
MDL	A Method Detection Limit (MDL) is defined as the minimum concentration of a substance that can be measured and reported with 99 percent confidence that the true value is greater than zero and is determined in accordance with 40 CFR Part 136, Appendix B.
ML	Minimum Levels are used in some EPA methods. A Minimum Level (ML) is the lowest level at which the entire analytical system must give a recognizable signal and acceptable calibration point for the analyte. It is equivalent to the concentration of the lowest calibration standard, assuming that all method - specified sample weights, volumes, and cleanup procedures have been employed. The ML is calculated by multiplying the MDL by 3.18 and rounding the result to the nearest factor of 10 multiple (i.e., 1, 2, or 5). For example, MDL = 1.4 mg/L; ML = 1.4 mg/L x 3.18 = 4.45 rounded to the nearest factor of 10 multiple (i.e., 5) = 5.0 mg/L.

Supporting Definitions listed below	
PQL	The Practical Quantitation Limit (PQL) is defined as the lowest concentration that can be reliably achieved within specified limits of precision and accuracy during routine laboratory operating conditions. PQLs are subjectively set at some multiple of typical MDLs for reagent water (generally 3 to 10 times the MDL depending upon the parameter or analyte and based on the analyst's best professional judgement, the quality and age of the instrument and the nature of the samples) rather than explicitly determined. PQLs may be nominally chosen within these guidelines to simplify data reporting and, where applicable, are generally equal to the concentration of the lowest non-zero standard in the calibration curve. PQLs are adjusted for sample size, dilution and % moisture. For parameters that are not amenable to MDL studies, the PQL may be defined by the sample volume and buret graduations for titrations or by minimum measurement values set by the method for method-defined parameters (e.g., BOD requires a minimum DO depletion of 2.0 mg/L, fecal coliform requires a minimum plate count of 20 cfu, total suspended residue requires a minimum weight gain of 2.5 mg, etc.). Additionally, some EPA methods prescribe Minimum Levels (MLs) and the lab may set the PQL equal to this method-stated ML. Determination of PQL is fully described in the laboratory's analytical Standard Operating Procedure (SOP) document.

*PQL, The Practical Quantitation Limit (PQL), is defined as the lowest level achievable among laboratories within specified limits during routine laboratory operation. The Practical Quantitation Limit (PQL) is "about three to five times the method detection limit (MDL) and represents a practical and routinely achievable detection level with a relatively good certainty that any reported value is reliable." (APHA, AWWA, WEF. 1992. Standard Methods for the Examination of Water and Wastewater, 18th ed.)

** Data remarks are current as of May 4, 2018.

APPENDIX B
DATA FORMAT AND REPORTING REQUIREMENTS

Data Format for Monthly submittals:

Table 5 provides the format of a data submittal spreadsheet. **It is very important that the format of the headings and the number and order of columns is consistent among all monthly submissions.** Do not use commas, tabs, or other common file delimiters anywhere in the submittal spreadsheet table. Do not add, delete, or hide any rows or columns. The first row should contain the column headings only. Column headings must include appropriate information on measurement units (e.g., mg/L, µg/L, cfu/100mL, etc.). The second row must contain the method code. The DWR station number (e.g., B6140000) must be provided as identified in the MOA. The comment column is used for describing pertinent information related to the sampling event or specific samples. Ensure that there are no missing values for station, date, time, and depth. Place all remark codes in a separate column, as demonstrated in Table 5. If there is no result for a particular parameter, leave the cell blank. Delete duplicate rows for stations that were not sampled (e.g., stations sampled twice in summer months). Screen all data for inappropriate or improbable values, such as a pH of 21.2 SU.

Annual Report:

The LNBA will be required to submit an annual report by April 30th for each year the MOA is in effect. The annual report will formally summarize all data collection activities in the past calendar year and contain at least the following elements:

- Monitoring Station List to include station number, station description, county, accurate coordinates (in decimal degrees to 4 decimal places), stream classification, and 8-digit hydrologic unit code (HUC).
- List of all certified laboratories that conducted work for the coalition in the past year; identify time frames for all laboratories and analysis methods used during the year; and summarize any laboratory certification issues for individual parameters.
- A list of active LNBA members with authorized representative updates, contact names, email addresses, and phone numbers. Identify the facility name and permit number.
- A list of members whom became inactive during the year and their permit numbers.
- A summary of all quality assurance and quality control issues and any field audits conducted.
- A summary of any significant issues, special studies, or projects.
- Description of any required data collection that was missed, with an explanation.
- Suggested changes to the monitoring program and/or MOA modifications.
- The LNBA's website address.

File Format for Coalition Data Reporting

[illegible]

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 13, 2024

Item Details

Presenter(s): Lauren Staudenmaier, Planner II

Department(s): Planning

Requested Motion

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

Approval Recommended?

The Planning Department recommends approval.

Item Details

Rezoning Application No. 22CZ27 was approved at the June 25, 2024 Town Council Meeting.

Attachments

- CN14-A1: Statement of the Town Council and Ordinance to Amend the Official Zoning District Map
- CN14-A2: Attachment A: Legal Description



STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 4.1384 ACRES LOCATED AT 1316, 1314, 0, 1320, 1332, 1400, 1328, AND 0 CENTER STREET FROM HIGH DENSITY SINGLE-FAMILY RESIDENTIAL (HDSF), RESIDENTIAL AGRICULTURAL (RA), OFFICE AND INSTITUTIONAL-CONDITIONAL USE (O&I-CU #04CU04 & #04CU10), AND LIGHT INDUSTRIAL-CONDITIONAL USE (LI-CU #97CU22B) TO HIGH DENSITY MULTI-FAMILY RESIDENTIAL-CONDITIONAL ZONING (HDMF-CZ) AND OFFICE AND INSTITUTIONAL-CONDITIONAL ZONING (O&I-CZ)

#22CZ27

WHEREAS, Jason Barron, Morningstar Law Group, owners/applicant (the “Applicant”), submitted a completed application for a conditional zoning on the 1st day of December 2022 (the “Application”). The proposed conditional zoning is designated #22CZ27;

WHEREAS, the Planning Director for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting) of a public hearing on #22CZ27 before the Planning Board on the 11th day of March 2024;

WHEREAS, the Apex Planning Board held a public hearing on the 11th day of March 2024, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #22CZ27. A motion was made by the Apex Planning Board to recommend approval; the motion passed by a vote of 7-1 for the application for #22CZ27;

WHEREAS, pursuant to N.C.G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, the Planning Director caused proper notice to be given (by publication and posting), of a public hearing on #22CZ27 before the Apex Town Council on the 9th day of April 2024;

WHEREAS, the Apex Town Council held a public hearing on the 9th day of April 2024. Lauren Staudenmaier, Planner II, presented the Planning Board's recommendation at the public hearing;

WHEREAS, all persons who desired to present information relevant to the application for #22CZ27 were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away;

WHEREAS, following the public hearing on April 9, 2024 and vote by the Town Council to deny the rezoning, on April 23, 2024 at a regular meeting of the Apex Town Council and in accordance with Section 2-36 of the Apex Town Code, the Town Council approved a motion to reconsider the vote for Application #22CZ27 and scheduled the reconsideration for the 25th day of June 2024;

WHEREAS, the Apex Town Council finds that the approval of the rezoning of the portion of the Rezoned Lands designated as Office and Institutional-Conditional Zoning (O&I-CZ) district is consistent with the 2045 Land Use Plan and other adopted plans in that: The 2045 Land Use Map designates that area as Office Employment which includes the zoning district Office and Institutional-Conditional Zoning (O&I-CZ). The rezoning of additional portions of the Rezoned Lands to High Density Multi-family Residential-Conditional Zoning (HDMF-CZ) is not consistent with the 2045 Land Use Plan and other adopted plans in that: the 2045 Land Use Map designated this additional area Office Employment, however approval of this rezoning will automatically amend 2045 Land Use Plan to designate the Rezoned Lands identified as High Density Multi-Family Residential-Conditional Zoning (HDMF-CZ) to High Density Residential. The Apex Town Council has further considered that the proposed rezoning to Office and Institutional-Conditional Zoning (O&I-CZ) and High Density Multi-Family-Conditional Zoning (HDMF-CZ) will maintain the character and appearance of the area and provide the flexibility to accommodate the growth in population, economy, and infrastructure consistent with that contemplated by the 2045 Land Use Plan;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is reasonable and in the public interest in that: The proposed rezoning will provide affordable housing, increase a mix of housing inventory, and provide a transition in land use of the surrounding area; and

Ordinance Amending the Official Zoning District Map #22CZ27

WHEREAS, following reconsideration, the Apex Town Council by a vote of 3 to 2, with Mayor Gilbert voting in favor to break the tie, approved Application #22CZ27 rezoning the subject properties located at 1316, 1314, 0, 1320, 1332, 1400, 1328, and 0 Center Street from High Density Single-Family Residential (HDSF), Residential Agricultural (RA), Office and Institutional-Conditional Use (O&I-CU #04CU04 & #04CU10), and Light Industrial-Conditional Use (LI-CU #97CU22B) to High Density Multi-Family Residential-Conditional Zoning (HDMF-CZ) & Office and Institutional-Conditional Zoning (O&I-CZ).

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

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

Section 2: The Town of Apex Unified Development Ordinance, including the Town of Apex North Carolina Official Zoning District Map which is a part of said Ordinance, is hereby amended by changing the zoning classification of the Rezoned Lands from High Density Single-Family Residential (HDSF), Residential Agricultural (RA), Office and Institutional-Conditional Use (O&I-CU #04CU04 & #04CU10), and Light Industrial-Conditional Use (LI-CU #97CU22B) to High Density Multi-Family Residential-Conditional Zoning (HDMF-CZ) & Office and Institutional-Conditional Zoning (O&I-CZ). District, subject to the conditions stated herein.

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

Section 4: The Rezoned Lands are subject to all of the following conditions which are imposed as part of this rezoning:

The Rezoned Lands may be used for, and only for, the uses listed immediately below. The permitted uses are subject to the limitations and regulations stated in the UDO and any additional limitations or regulations stated below. For convenience, some relevant sections of the UDO may be referenced; such references do not imply that other sections of the UDO do not apply.

Permitted Uses and Limitations:

Uses in the HDMF-CZ District

- | | |
|------------------|---------------------------------|
| 1. Townhouse | 4. Recreation facility, private |
| 2. Park, passive | 5. Park, active |
| 3. Greenway | 6. Utility, minor |

Uses in the O&I-CZ District

- | | |
|-------------------------------------|----------------------------------|
| 1. Park, passive | 10. Real estate sales |
| 2. Greenway | 11. Pharmacy % |
| 3. Park, active | 12. Studio for art |
| 4. Barber and beauty shop | 13. Tailor shop |
| 5. Utility, minor | 14. Pet services |
| 6. Office, business or professional | 15. Health/fitness center or spa |
| 7. Publishing office | 16. Financial institution |
| 8. Personal Service % | 17. Floral shop |
| 9. Printing and copying service | |

Zoning Conditions:

A. General Conditions:

Ordinance Amending the Official Zoning District Map #22CZ27

1. Development of the property shall, at a minimum, include right-of-way dedication of 55 feet from the centerline of Center Street and thoroughfare frontage widening consistent with the Town's adopted Transportation Plan (and Apex's UDO, including applicable fee-in-lieu provisions) and typical section for a four-lane, median divided thoroughfare. The Applicant is aware of a potential Center Street improvement project being contemplated by NCDOT, having project number U-5825 (the "DOT Widening Project"). The DOT Widening Project may include right-of-way that is different than what is included in the Town's Transportation Plan. At the time of construction drawing approval, the applicant shall be required to dedicate additional right-of-way for Center Street consistent with the latest available plans for the DOT Widening Project, subject to the following: the buffer along Center Street required for development of the property shall be reduced on a one-for-one basis for each foot of additional right-of-way needed for the DOT Widening Project, but in no case shall be less than 15' in width."
 2. There shall be a maximum of 30 dwelling units developed on the property.
 3. If the property is developed for less than thirty (30) townhome dwellings, at least one (1) residential restricted median-income affordable housing townhouse ownership unit (Affordable Housing Unit) shall be constructed onsite and sold at a mutually agreeable maximum affordable housing median-income ownership initial sales price (includes unit price and lot price) that is calculated based upon the one-hundred percent (100%) of the Raleigh, NC Metropolitan Statistical Area (MSA) Area Median Income (AMI) as most recently published by the U.S. Department of Housing and Urban Development (HUD). The Affordable Housing Units shall be occupied by low or median-income households earning no more than one hundred percent (100%) of the Raleigh, NC MSA AMI, adjusted for family size as most recently published by HUD. A restrictive covenant (i.e. resale deed restriction) with a minimum affordability period of ten (10) years shall be recorded against the residential restricted median-income affordable housing townhouse ownership unit concurrently at the close of escrow upon the sale of the Affordable Housing Unit to memorialize the affordable housing terms and conditions. A restrictive covenant (i.e. affordable housing agreement) between the Town and Applicant shall be recorded against the one (1) Affordable Housing Unit lot prior to the issuance of a building permit for such lots to memorialize the affordable housing terms and conditions of the approved zoning condition. Final Affordable Housing Unit floor plan selection which includes the unit size and bedroom size will be at the discretion of the developer. If the property is developed for 30 townhome dwellings, then there shall be two (2) Affordable Housing Units.
 4. Construction and dedication of a public residential street from the intersection of Myrtle Grove Lane at Center Street to the residential parcel(s) is required for the first residential subdivision plat. No additional access points to Center Street shall be permitted. The length of a public street cul-de-sac may be permitted to exceed the requirements of UDO Section 7.2.1.G in order to facilitate the limited access onto Center Street from the subject property.
 5. Subject to approval by NCDOT and the Town, a 5' concrete sidewalk shall be constructed across the property's Center Street frontage in compliance with Town sidewalk standards.
 6. The landscape buffer along the N/F Calvary Chapel Cary, Inc. property may be reduced to 20' to provide public street access to Center Street for alignment with Myrtle Grove Lane.
 7. A stub street shall be provided on the eastern boundary of the subject property adjacent to Calvary Chapel (PIN: 0751090469).
- B. Architectural Conditions
- a. **Residential Component**
 1. There shall be no residential units with garages.
 2. The maximum height of townhome dwellings constructed on the property shall be two (2) stories.
 3. The roofline cannot be a single mass; it must be broken up horizontally and vertically between every unit.

Ordinance Amending the Official Zoning District Map #22CZ27

4. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
5. Building facades shall have horizontal relief achieved by the use of recesses and projections.
6. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
7. Elevations shall have a minimum of three colors.
8. The visible side of a townhouse on a corner lot facing the public street shall contain a decorative element such as, but not limited to, the following elements: trim around the windows and decorative air vents on gable.
9. For buildings containing dwelling units that abut Center Street, such units shall either front Center Street or have a wraparound side porch adjacent to the Center Street right-of-way.
10. The visible side of a townhome on a corner lot facing the public street shall contain at least 3 decorative elements such as, but not limited to, the following elements:
 - a. Windows
 - b. Bay window
 - c. Recessed window
 - d. Decorative window
 - e. Trim around the windows
 - f. Wrap around porch or side porch
 - g. Two or more building materials
 - h. Decorative brick/stone
 - i. Decorative trim
 - j. Decorative shake
 - k. Decorative air vents on gable
 - l. Decorative gable
 - m. Decorative cornice
 - n. Column
 - o. Portico
 - p. Balcony
 - q. Dormer
11. A varied color palette shall be utilized on homes throughout the subdivision to include a minimum of three color families for siding and shall include varied trim, shutter, and accent colors complementing the siding color.

b. Non-Residential Component

1. The front, side, rear, and corner building setbacks for non-residential buildings in the OI-CZ district shall be reduced to 10' on its north, east, and west sides.
2. In the event the existing nonresidential structure is demolished or destroyed, any new non-residential structure built shall incorporate (or use) the following non-residential architecture conditions:

Building Orientation and Hierarchy

- a. Buildings shall be arranged to define, connect, and activate pedestrian edges and public spaces.
- b. Buildings shall be consistent in scale, massing, relationship to the street, and style.
- c. The buildings shall be placed to maintain a consistent street edge. The relationship of the building to the street edge shall emphasize pedestrian circulation. Pedestrian spaces such as sidewalk dining or shaded seating are encouraged. Whenever practical, required parking and open space shall be maintained in the rear or sides of a building.
- d. Buildings shall have vertical proportions. Expanses of blank wall shall not exceed sixty (60) feet in width without being interrupted with an architectural feature such as, but not limited to, a column, recess in or projection from the building façade. Permitted setbacks can be used to articulate bays of a building to break up its width.

Ordinance Amending the Official Zoning District Map #22CZ27

Architectural features such as, but not limited to, columns, piers, rooflines, and brick patterns can be used to divide and create vertical orientation on building facades.

- e. The main entry shall be human scaled and emphasized through the use of features such as, but not limited to, columns, piers, windows, recessed entries, sheltering elements, rooflines, trim, color change, material change and masonry patterns. Recessed arcades, entries flush with the building face and small entries without adjacent windows shall be avoided.
- f. Buildings on corners are to be treated as gateways with quality design.
- g. Corner buildings shall match or exceed the height of adjacent buildings.
- h. Corner buildings shall have two facades which maintain a relationship to each other although they do not need to be identical.
- i. Service bays should be located in the rear of structures.
- j. The orientation of drive thru- lanes, pick-up windows, and other utilitarian building functions should not be oriented toward or located adjacent the street. If drive-thru lanes must be located adjacent to a street, they shall be screened through the use of low walls and/or landscaping. Pick-up windows shall be de-emphasized through screening and/or architectural elements.

Façade Elements

- k. Each façade shall have a rhythm that is repeated through the pattern of wall and openings. The building façade shall have an identifiable base, body, and cap with horizontal elements separating these components. The body of the building shall constitute a minimum of fifty (50%) percent of the total building height. Buildings shall not have blank side walls creating a false front appearance.
- l. The street level of the facades shall provide human scaled entries including, but not limited to, recessed entries, sheltering elements and adjacent storefront windows. Facades shall incorporate a minimum of two (2) continuous details refined to the scale of twelve (12) inches or less within the first ten (10) feet of the building wall, measured vertically at street level. Recessed arcades, entries flush with the building face, and small entries without adjacent windows shall be avoided.

Windows

- m. Windows and storefront glazing shall be divided to be either square or vertical in proportion so that each section is taller than it is wide.
- n. The highest percentage of glazing shall be provided at the street level. For buildings (where it is appropriate): (1) a minimum of fifty (50%) percent of the street level façade area shall be transparent or spandrel glass; and (2) second floors, where provided, shall have a minimum of thirty-five (35%) percent transparency or spandrel glass for the total façade area. Overall vertical building proportions shall be expressed in the window proportions. Expanses of vertical windows which give the overall appearance of horizontal massing shall be avoided.

Roof Elements

- o. Simple parapet roof edges with varying coping and cornice shall be used on most buildings. The roofline height shall vary from building to building as well as within buildings with wide street frontage.
- p. The building shall have more than one parapet height.
- q. Roof features may include hip roofs or awnings with metal or shingle roofs.

Materials and Colors

- r. Buildings shall be architecturally compatible by way of colors and use of materials.

Ordinance Amending the Official Zoning District Map #22CZ27

- s. The building exterior shall have more than one material color.
- t. The exterior materials shall include a combination of building materials. The primary (front) façade of the main buildings to be considered include:
 - i. Brick masonry
 - ii. Decorative concrete block (either integrally colored or textured)
 - iii. Stone accents
 - iv. Aluminum storefronts with anodized or pre-finished colors.
 - v. EIFS cornices and parapet trim.
 - vi. Precast concrete
- u. Exterior materials that will not be allowed are as follows:
 - i. Vinyl siding
 - ii. Painted, smooth faced concrete block (decorative blocks are acceptable)
 - iii. Metal walls
- v. EIFS or synthetic stucco shall not be used in the first four feet above grade and shall be limited to only 25% of each building façade.
- w. Soffit and fascia materials shall be EIFS with crown trim elements.

C. Environmental Conditions:

1. Post development peak runoff shall not exceed pre-development peak runoff for the 24-hour, 1-year, 10-year, and 25-year storm events in accordance with the Unified Development Ordinance.
2. No clearing or land disturbance shall be permitted within the riparian buffer, except the minimum necessary to install required sewer infrastructure and SCM outlets. The SCM water storage and treatment area shall not be permitted within the riparian buffer. The sewer shall be designed to minimize impacts to the riparian buffer.
3. The project shall install one (1) sign per SCM to reduce pet waste and prohibit fertilizer, in locations that are publicly accessible, such as adjacent to amenity centers, sidewalks, greenways, or side paths.
4. The project shall install at least two (2) pet waste stations throughout the community, in locations that are publicly accessible, such as adjacent to amenity centers, SCMs, sidewalks, greenways, or side paths.
5. Deciduous shade trees shall be planted on the southern side of buildings.
6. The project shall select and install tree, shrub and perennial species with special attention to providing diverse and abundant pollinator and bird food sources, including plants that bloom in succession from spring to fall.
7. Of the vegetation on the assemblage, 75% will be native vegetation.
8. To reduce irrigation requirements, the project shall select and plant only warm season grasses.
9. A minimum of three (3) hardwood tree species shall be used for the landscaping on site.
10. All homes shall be pre-configured with conduit for a solar energy system.
11. Include International Dark Sky Association compliance standards.
 - a. Outdoor lighting shall be shielded in a way that focuses lighting to the ground.
 - b. Lighting that minimizes the emission of blue light to reduce glare shall be used.
 - c. Lighting with a color temperature of 3000K or less shall be used for outside installations and a color temperature of 3000K or less shall be used for outside installations.
12. HOA Covenants shall explicitly permit townhome owners to install solar PV systems on the roof of their homes.

Ordinance Amending the Official Zoning District Map #22CZ27

Section 5: The "Rezoned Lands" shall be perpetually bound to the conditions imposed including the uses authorized, unless subsequently changed or amended as provided for in the Unified Development Ordinance. Site plans for any development to be made pursuant to this amendment to the Official Zoning District Map shall be submitted for site plan approval as provided for in the Unified Development Ordinance.

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

Motion by Council Member _____

Seconded by Council Member _____

With ____ Council Member(s) voting "aye."

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

This the ____ day of _____ 2024.

TOWN OF APEX

Jacques K. Gilbert
Mayor

ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

Town Attorney

Attachment "A"

Center Street Assembly Zoning Legal Description Residential (HDMF-CZ) Zoning District

All those certain parcels of land (8 parcels), situated in White Oak Township, Apex, Wake County, North Carolina, being known and designated as PINs: 0741997663, 0741996516, 0741995786, 0741995716, 0741995610, 0741994612, 0741993581, & 0741993895 per Wake County Records, and being more particularly described as previously noted by Smith & Smith Surveyors, P.A. The following zoning legal description is for the Residential (HDMF-CZ) zoning district:

From a control corner existing iron pipe bearing NAD 83 coordinate values of North 719,484.78 feet, East 2,049,341.14 feet (B.M. 2004, Pg. 596), being the **POINT OF BEGINNING**; thence North 00° 46' 52" East, 67.33 feet to a point; thence North 00° 59' 53" East, 362.75 feet to a point along the southern R/W of Center Street; thence South 73° 23' 15" East, 6.18 feet to a point along the southern R/W of Center Street; thence South 73° 23' 20" East, 328.77 feet to a point; thence South 72° 29' 21" East, 35.18 feet to a calculated point along the southern R/W of Center Street; thence South 10° 54' 24" West, 193.61 feet to a calculated point; thence South 00° 22' 58" West, 135.77 feet to a calculated point; thence North 89° 36' 52" West, 126.05 feet to a point; thence North 89° 36' 38" West, 110.34 feet to a point; thence North 89° 36' 38" West, 87.83 feet to the **POINT OF BEGINNING**, containing 127,219 square feet or 2.9205 acres more or less.

This description prepared for the sole purpose to rezone a property and for no other use.

**Center Street Assembly
Zoning Legal Description
Office & Institutional (O&I-CZ) Zoning District**

All those certain parcels of land (8 parcels), situated in White Oak Township, Apex, Wake County, North Carolina, being known and designated as PINs: 0741997663, 0741996516, 0741995786, 0741995716, 0741995610, 0741994612, 0741993581, & 0741993895 per Wake County Records, and being more particularly described as previously noted by Smith & Smith Surveyors, P.A. The following zoning legal description is for the Office & Institutional zoning district:

From a control corner existing iron pipe bearing NAD 83 coordinate values of North 719,484.78 feet, East 2,049,341.14 feet (B.M. 2004, Pg. 596); thence South 89° 36' 38" East, 87.83 feet to a point; thence South 89° 36' 38" East, 110.34 feet to a point; thence South 89° 36' 52" East, 126.05 feet to the **POINT OF BEGINNING**;

thence North 00° 22' 58" East, 135.77 feet to a calculated point; thence North 10° 54' 24" East, 193.61 feet to a calculated point along the southern R/W of Center Street; thence South 72° 29' 21" East, 86.18 feet along the southern R/W of Center Street to a point; thence South 73° 00' 02" East, 64.75 feet along the southern R/W of Center Street to a point; thence South 01° 01' 58" East, 282.32 feet to a point; thence North 89° 36' 52" West, 169.76 feet to a point; thence North 89° 36' 52" West, 16.98 feet to a calculated point, said point being the **POINT OF BEGINNING** containing 53,049 square feet or 1.2178 acres more or less.

This description prepared for the sole purpose to rezone a property and for no other use.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 13, 2024

Item Details

Presenter: Lauren Staudenmaier, Planner II

Department: Planning

Requested Motion

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

Approval Recommended?

The Planning Department recommends approval.

Item Details

Rezoning Application No. 24CZ05 was approved at the June 25, 2024 Town Council Meeting.

Attachments

- CN15-A1: Statement of the Town Council and Ordinance to Amend the Official Zoning District Map
- CN15-A1: Attachment A: Legal Description



**STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP
OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 4.067 ACRES LOCATED AT 2228
KELLY ROAD FROM RESIDENTIAL AGRICULTURAL (RA) TO MEDIUM DENSITY RESIDENTIAL-
CONDITIONAL ZONING (MD-CZ)**

#24CZ05

WHEREAS, Matthew Carpenter, Parker Poe, owners/applicant (the “Applicant”), submitted a completed application for a conditional zoning on the 1st day of March 2024 (the “Application”). The proposed conditional zoning is designated #24CZ05;

WHEREAS, the Planning Director for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting) of a public hearing on #24CZ05 before the Planning Board on the 10th day of June 2024;

WHEREAS, the Apex Planning Board held a public hearing on the 10th day of June 2024, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #24CZ05. A motion was made by the Apex Planning Board to recommend approval; the motion passed unanimously for the application for #24CZ05;

WHEREAS, pursuant to N.C.G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, the Planning Director caused proper notice to be given (by publication and posting), of a public hearing on #24CZ05 before the Apex Town Council on the 25th day of June 2024;

WHEREAS, the Apex Town Council held a public hearing on the 25th day of June 2024. Lauren Staudenmaier, Planner II, presented the Planning Board's recommendation at the public hearing;

WHEREAS, all persons who desired to present information relevant to the application for #24CZ05 were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away;

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

WHEREAS, the Apex Town Council finds that the approval of the rezoning is reasonable and in the public interest in that: The proposed rezoning will provide stricter environmental conditions than the UDO requires, architectural conditions to encourage development that is compatible with the surrounding development, and appropriate transportation improvements based on the type of future use; and

WHEREAS, the Apex Town Council by a vote of 4 to 0 approved Application #24CZ05 rezoning the subject tract located at 2228 Kelly Road from Residential Agricultural (RA) to Medium Density Residential-Conditional Zoning (MD-CZ).

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

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

Section 2: The Town of Apex Unified Development Ordinance, including the Town of Apex North Carolina Official Zoning District Map which is a part of said Ordinance, is hereby amended by changing the

Ordinance Amending the Official Zoning District Map #24CZ05

zoning classification of the “Rezoned Lands” from Residential Agricultural (RA) to Medium Density Residential-Conditional Zoning (MD-CZ) District, subject to the conditions stated herein.

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

Section 4: The “Rezoned Lands” are subject to all of the following conditions which are imposed as part of this rezoning:

The Rezoned Lands may be used for, and only for, the uses listed immediately below. The permitted uses are subject to the limitations and regulations stated in the UDO and any additional limitations or regulations stated below. For convenience, some relevant sections of the UDO may be referenced; such references do not imply that other sections of the UDO do not apply.

Permitted Uses:

- | | |
|-------------------------------|----------------------------------|
| 1. Church or place of worship | 6. Townhouse, detached |
| 2. Accessory apartment | 7. Greenway |
| 3. Duplex | 8. Park, active |
| 4. Family care home | 9. Park, passive |
| 5. Single-family | 10. Recreation facility, private |

Zoning Conditions:

1. There shall be a maximum of nineteen (19) residential units on the property.
2. The following architectural conditions shall apply to development of new non-residential buildings on the property:
 - a. Each building exterior shall have more than one material and/or color.
 - b. The predominant exterior building materials shall be high quality materials, including, but not limited to:
 - i. Brick masonry
 - ii. Decorative concrete block
 - iii. Stone accents
 - iv. EIFS cornices and parapet trim
 - v. Precast concrete
 - vi. Fiber-reinforced concrete (FRC)
 - c. Exterior Materials as follows: Vinyl siding, painted smooth face concrete block, and metal walls shall not be allowed. Decorative concrete blocks are acceptable.
 - d. EIFS or synthetic stucco shall not be used in the first four feet above grade and shall be limited to only 25% of each building façade.
 - e. Buildings shall have vertical proportions. Expanses of blank wall shall not exceed sixty (60) feet in width without being interrupted with an architectural feature such as, but not limited to, a column, window, or recess in or projection from the building façade. Permitted setbacks can be used to articulate bays of a building to break up its width. Architectural features such as, but not limited to, columns, piers, rooflines, and brick patterns can be used to divide and create vertical orientation on building facades.
 - f. The main entrance to each building shall be emphasized.
3. The following architectural conditions shall apply to development of new single-family and detached townhouse units on the property:
 - a. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
 - b. The roof shall be pitched at 5:12 or greater for 75% of the building designs.

Ordinance Amending the Official Zoning District Map #24CZ05

- c. Eaves shall project at least 12 inches from the wall of the structure.
 - d. Garage doors shall have windows, decorative details or carriage-style adornments on them.
 - e. For single-family units, the garage shall not protrude more than 1 foot out from the front façade and front porch.
 - f. For single-family units, garages on the front façade of a home that faces the street shall not exceed 40% of the total width of the house and garage together.
 - g. 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:
 - i. Windows
 - ii. Bay window
 - iii. Recessed window
 - iv. Decorative window
 - v. Trim around the windows
 - vi. Wrap around porch or side porch
 - vii. Two or more building materials
 - viii. Decorative brick/stone
 - ix. Decorative trim
 - x. Decorative shake
 - xi. Decorative air vents on gable
 - xii. Decorative gable
 - xiii. Decorative cornice
 - xiv. Column
 - xv. Portico
 - xvi. Balcony
 - xvii. Dormer
 - h. A varied color palette shall be utilized on homes throughout the subdivision to include a minimum of three color families for siding and shall include varied trim, shutter, and accent colors complementing the siding color.
 - i. For single-family units, entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door.
 - j. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
 - k. Front porches shall be a minimum of 6 feet deep.
 - l. No more than 25% of single-family lots may be accessed with J-driveways. There shall be no more than 3 such homes in a row on any single block. Any lots eligible for a J-driveway home shall be identified on the Final Plat.
4. The following architectural conditions shall apply to development of new duplex units on the property:
- a. Vinyl siding is not permitted, however vinyl windows, decorative elements and trim are permitted.
 - b. All units shall have a crawl space or a raised foundation which at a minimum, rises at least 20 inches from average grade across the front of the house to the finished floor level at the front door.
 - c. Garage doors must have windows, decorative details, or carriage style adornments on them.
 - d. Garages cannot protrude more than 1 foot from the front façade or front porch.
 - e. The width of the garage doors shall be no more than 60% of the total width of the house and garage together.
 - f. The rear and side elevations of the units that can be seen from the right of way shall have trim around the windows.
 - g. Eaves shall project at least 12 inches from the wall of the structure.
 - h. 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:
 - i. Windows
 - ii. Bay window
 - iii. Recessed window
 - iv. Decorative window
 - v. Trim around the windows
 - vi. Wrap around porch or side porch
 - vii. Two or more building materials
 - viii. Decorative brick/stone

Ordinance Amending the Official Zoning District Map #24CZ05

- ix. Decorative trim
 - x. Decorative shake
 - xi. Decorative air vents on gable
 - xii. Decorative gable
 - xiii. Decorative cornice
 - xiv. Column
 - xv. Portico
 - xvi. Balcony
 - xvii. Dormer
- i. The roofline must be broken up vertically between each unit.
 - j. All rear elevations shall include the following:
 - i. A change in roofline plus an additional projection on the rear façade such as, but not limited to, a bay window, cantilever, fireplace, or enclosed porch.
 - k. All units shall be two stories.
- 5. The project shall install one (1) sign per Stormwater Control Measure to prohibit fertilizer in a location that is publicly accessible, such as adjacent to a sidewalk.
 - 6. At least 75% of newly installed plants shall be native or nativar species of North Carolina. Landscaping will be coordinated with and approved by the Planning Department at site or subdivision review.
 - 7. New landscaping shall include warm season grasses.
 - 8. If residential uses are developed on the property, the project shall install at least one pet waste station.
 - 9. Homeowner Association covenants shall not restrict the construction of accessory dwelling units.
 - 10. If residential uses are developed on the property, the project shall include a stub street to PIN 0731260620.
 - 11. If the property is developed for residential uses, driveway access shall be right-in/right-out only and driveway(s) shall be located a minimum distance of 250 feet from the intersection of Kelly Road and Holland Road, subject to Town of Apex and NCDOT approval.
 - 12. If a site plan and/or change of use application is filed to use the existing residential structure as a church or place of worship, site access may be:
 - a. from the existing driveway on Kelly Road and no road improvements shall be required; or
 - b. from a new full movement driveway on Holland Road subject to NCDOT approval of a driveway permit, and the existing driveway on Kelly Road shall be closed.
 - 13. If site plans are filed for a building 10,000 sf or greater in size, a full movement driveway shall be permitted on Holland Road, and development shall include the following:
 - a. Construction of an eastbound left turn lane on Holland Road starting west of the proposed site driveway and extending to the Holland Road/Kelly Road intersection, with a 100-foot taper, 100-foot full width lane, and break for the proposed site driveway.
 - b. Right of way dedication at the intersection of Holland Road and Kelly Road for a future 2x1 roundabout, subject to Town of Apex and NCDOT approval.
 - c. Roadway frontage widening for the length of the property's Holland Road frontage consistent with the 3-lane roadway section recommended by the Apex Transportation Plan.
 - d. Roadway frontage widening for the length of the property's Kelly Road frontage consistent with the 4-lane roadway section recommended by the Apex Transportation Plan.
 - 14. If site plans are filed for a building 10,000 sf or greater in size, the owner shall construct an opaque fence with a minimum height of 6 feet within the buffer along PIN 0731266382 adjacent to an existing or proposed parking lot.

Section 5: The "Rezoned Lands" shall be perpetually bound to the conditions imposed including the uses authorized, unless subsequently changed or amended as provided for in the Unified Development Ordinance. Site plans for any development to be made pursuant to this amendment to the Official Zoning District Map shall be submitted for site plan approval as provided for in the Unified Development Ordinance.

Ordinance Amending the Official Zoning District Map #24CZ05

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

Motion by Council Member _____

Seconded by Council Member _____

With ____ Council Member(s) voting "aye."

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

This the ____ day of _____ 2024.

TOWN OF APEX

Jacques K. Gilbert
Mayor

ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

Town Attorney

Legal Description
2228 Kelly Road

All that parcel of land situated in Wake County, North Carolina, and more particularly described as follows:

BEGINNING at an Existing Iron Pipe in the northeast corner of Lot 5-A as shown in Book of Maps 1996, Page 963, Wake County Registry, the Point of Beginning; thence South $83^{\circ}23'18''$ East 31.21 feet to a point in the centerline of Kelly Road, N.C.S.R 1163; thence following the centerline of Kelly Road, South $01^{\circ}44'10''$ West 127.76 feet to a point; thence South $04^{\circ}33'01''$ East 99.66 feet to a point; thence South $10^{\circ}54'39''$ East 99.70 feet to a point; thence South $14^{\circ}01'46''$ East 67.76 feet to a point; thence South $68^{\circ}23'13''$ West 276.77 feet along the centerline of Holland Road, N.C.S.R 1187 to a point in the centerline of Holland Road; thence North $22^{\circ}41'11''$ West 84.81 feet to a Set Iron Pipe; thence North $82^{\circ}52'00''$ West 34.69 feet to a Set Iron Pipe; thence North $22^{\circ}50'39''$ West 110.00 feet to a Set Iron Pipe; thence North $15^{\circ}51'24''$ East 137.71 feet to a Set Iron Pipe; thence South $89^{\circ}05'04''$ West 173.02 feet to a Set Iron Pipe; thence North $05^{\circ}39'22''$ East 231.17 feet to an Existing Iron Pipe; thence South $83^{\circ}23'18''$ East 412.14 feet to the Point of Beginning; having a gross acreage of 4.067 acres.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 13, 2024

Item Details

Presenter(s): Shelly Mayo, Planner II

Department(s): Planning

Requested Motion

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

Approval Recommended?

The Planning Department recommends approval.

Item Details

Rezoning Case No. 24CZ08 0 & 1341 Perry Road was approved at the June 25, 2024 Town Council meeting.

Attachments

- CN16-A1: Statement and Ordinance - Rezoning Case No. 24CZ08 - 0 and 1341 Perry Road
- CN16-A2: Attachment A - Legal Description - Rezoning Case No. 24CZ08 - 0 and 1341 Perry Road Rd



STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 50.55 ACRES LOCATED AT 0 & 1341 PERRY ROAD FROM LIGHT INDUSTRIAL (LI) TO LIGHT INDUSTRIAL-CONDITIONAL ZONING (LI-CZ)

#24CZ08 0 & 1341 PERRY ROAD

WHEREAS, Matt Wetherell, Town of Apex Facilities & Grounds Manager, owner/applicant (the "Applicant"), submitted a completed application for a conditional zoning on the 1st day of May 2024 (the "Application"). The proposed conditional zoning is designated #24CZ08;

WHEREAS, the Planning Director for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting) of a public hearing on #24CZ08 0 & 1341 Perry Road before the Planning Board on the 10th day of June 2024;

WHEREAS, the Apex Planning Board held a public hearing on the 10th day of June 2024, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #24CZ08. A motion was made by the Apex Planning Board to recommend approval; the motion passed unanimously for the application for #24CZ08;

WHEREAS, pursuant to N.C.G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, the Planning Director caused proper notice to be given (by publication and posting), of a public hearing on #24CZ08 before the Apex Town Council on the 25th day of June 2024;

WHEREAS, the Apex Town Council held a public hearing on the 25th day of June 2024. Shelly Mayo, Planner II, presented the Planning Board's recommendation at the public hearing;

WHEREAS, all persons who desired to present information relevant to the application for #24CZ08 were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away;

WHEREAS, the rezoning is partially inconsistent with the 2045 Land Use Plan and other adopted plans in that: The 2045 Land Use Map designates the site as Office Employment and Office Employment/Industrial Employment. However, the applicant proposes a rezoning to the Light Industrial-Conditional Zoning (LI-CZ) district, which is consistent with the Office Employment/Industrial Employment Land Use Map designation, but not consistent with Office Employment designation. In rezoning the properties as proposed, the portion of the 2045 Land Use Map that is designated as Office Employment will automatically be amended to Industrial Employment per NCGS 160D-605(a). The zoning change will maintain the character and appearance of the area and provide the flexibility to accommodate the growth in population, economy, and infrastructure consistent with that contemplated by the 2045 Land Use Map;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is reasonable and in the public interest in that: The rezoning will permit the Town to provide government services to residents with zoning conditions that provide flexibility in development standards to account for the context of the site. The rezoning will also provide an increase to the buffer width required along the westernmost property line that is closest to residential uses; and

WHEREAS, the Apex Town Council unanimously voted to approve Application #24CZ08 rezoning the subject tract located at 0 & 1341 Perry Road from Light Industrial (LI) to Light Industrial-Conditional Zoning (LI-CZ).

Ordinance Amending the Official Zoning District Map #24CZ08

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

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

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

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

Section 4: The “Rezoned Lands” are subject to all of the following conditions which are imposed as part of this rezoning:

The Rezoned Lands may be used for, and only for, the uses listed immediately below. The permitted uses are subject to the limitations and regulations stated in the UDO and any additional limitations or regulations stated below. For convenience, some relevant sections of the UDO may be referenced; such references do not imply that other sections of the UDO do not apply. An “S” indicates that a use category or specific use type is allowed only in accordance with the procedures and standards of UDO Sec. 2.3.5 Special Use Permit.

- | | |
|------------------------------------|---|
| 1. Yard waste transfer station (S) | 4. Communication tower, commercial (S) |
| 2. Utility, minor | 5. Communication tower, public safety (S) |
| 3. Government service | 6. Greenway |

Zoning Conditions:

1. Along the western property line, there is an existing 100-foot Town of Apex Greenway and Utility Easement. A 30-foot Type A buffer shall be provided along the eastern edge of that easement.
2. A 60-foot Type A buffer will be provided along US HWY 1.
3. A variable width Type A buffer of no less than 10-foot and no greater than 60-foot will be provided along the common property line with O Tingen Rd (PIN 0741331566).
4. The yard waste pile shall have a 25-foot setback from O Tingen Rd (PIN 0741331566) and five (5) feet from the current right-of-way of Perry Road.
5. The yard waste pile shall be limited to 30-feet in height, with a slope no greater than 2:1.
6. The right-of-way improvements required by the UDO shall not be required along Perry Rd for access to this site.
7. If a tree located within the buffer has a portion of the critical root zone extending outside of that buffer, the Town shall not be required to protect the critical root zone outside the buffer.
8. No buffer along the current right-of-way of Perry Road shall be required.
9. No building shall be required for any use with outdoor storage.
10. Resource Conservation Area (RCA) within a perimeter buffer that is shown on a Minor or Major Site Plan may be relocated through a Site Plan revision to accommodate future development with adjoining properties.
11. Existing lighting shall be considered

Ordinance Amending the Official Zoning District Map #24CZ08

allowed to remain until such time as the property is redeveloped.

Section 5: The "Rezoned Lands" shall be perpetually bound to the conditions imposed including the uses authorized, unless subsequently changed or amended as provided for in the Unified Development Ordinance. Site plans for any development to be made pursuant to this amendment to the Official Zoning District Map shall be submitted for site plan approval as provided for in the Unified Development Ordinance.

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

Motion by Council Member _____

Seconded by Council Member _____

With ____ Council Member(s) voting "aye."

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

This the ____ day of _____ 2024.

TOWN OF APEX

Jacques K. Gilbert
Mayor

ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

Town Attorney

Attachment A: Legal Description:

1341 PERRY ROAD - PIN 0741326706

TRACT C-1 (49.513 Ac.)

Being a portion of that certain tract or parcel of land lying and being in White Oak township, Wake County, North Carolina, belonging to the Town of Apex, PIN No. 0741326706 recorded in Wake County deed book (DB.) 705, page (PG.) 568, and probate 85-E-1736, and subdivided and identified as Tract C-1 (47.095 acre lot+ 2.418 acre lot), save and except the S.R. 1171 (Perry Rd.) right-of-way (0.618 acres), and described below as recorded in book map (BM.) 1989, PG. 59.

2.418 Acre Lot

Beginning at the concrete monument, at the east corner of Tract C-1 (BM. 1989, PG. 59), same being the east corner and the **POINT OF BEGINNING** of the aforesaid 2.418 acre lot, from which an existing iron pipe for the northeast corner of the parent tract described in DB. 705, PG. 568, same being the northeast corner of the 1.209-acre subdivided parcel, noted as "Reserved For Future Use", PG. 59, bears S 88°09'18" E, a distance of 99.70 feet for reference. **Thence**, S 58°40'22" W, a distance of 622.78 feet to a concrete monument for the southernmost corner of this 2.418-acre lot. **Thence**, N 62°18'46" W a distance of 33.34 feet to a concrete monument on the east right-of-way of S.R. 1171 (Perry Rd.). **Thence**, with the east right-of-way of S.R. 1171, N 05°01'16" W, a distance of 265.73 feet to a calculated point, N 07°17'02" W, a distance of 52.40 feet to a calculated point, and N 15°22'47" W, a distance of 11.17 feet to a concrete monument and the northwest corner of this tract. **Thence**, S 88°09'18" E, a distance of 594.68 feet to a concrete monument and the **POINT OF BEGINNING** of said 2.418-acre lot.

47.095 Acre Lot

Beginning at the concrete monument, at the east corner of Tract C-1 and the 2.418 acre subdivided lot (BM. 1989, PG. 59), from which an existing iron pipe for the northeast corner of the parent tract described in DB. 705, PG. 568, same being the northeast corner of the 1.209-acre subdivided parcel, noted as "Reserved For Future Use", bears S 88°09'18" E, a distance of 99.70 feet for reference. **Thence**, N 88°09'18" W, a distance of 657.50 feet to a concrete monument at the intersecting north line of Tract C-1 and the west right-of-way of S.R. 1171 (Perry Rd.), being the northeast corner and the **POINT OF BEGINNING** of the aforesaid 47.095-acre Lot. **Thence**, with the west right-of-way of S.R. 1171, S 15°22'47" E, a distance of 25.53 feet to a calculated point, S 07°17'02" E, a distance of 46.97 feet to a calculated point, S 05°01'16" E, a distance of 263.63 feet to a calculated point, S 03°17'33" E, a distance of 131.40 feet to an iron pipe at the west intersection of S.R. 1171 and U.S. Hwy. 1 right-of-way, and the southeast corner of said 47.095 acre lot. **Thence**, with the north right-of-way of U.S. Hwy. 1, S 58°40'22" W, a distance of 31.38 feet to a concrete monument, S 58°40'22" W, a distance of 297.81 feet to a concrete monument, S 31°15'12" E, a distance of 19.89 feet to a concrete monument, S 58°38'24" W, a distance of 1,393.45 feet to a concrete monument, and S 58°41'06" W, a distance of 226.29 feet to an iron pipe at the intersection of the north right-of-way of US. Hwy. 1, and the centerline of Reedy Branch, also being the south corner of said 47.095-acre lot. **Thence** with the centerline of Reedy Branch (subject to a 50 foot greenway and utility easement), N 20°47'56" W, a distance of 63.98 feet, N 19°52'11" W, a distance of 265.59 feet, N 74°06'11" W, a distance of 84.99 feet, N 17°20'13" W, a distance of 35.03 feet, N 17°23'52" E, a distance of 182.28 feet, N 55°31'53" W, a distance of 61.32 feet, N 55°29'13" W, a distance of 34.93 feet, N 03°44'09" W, a distance of 208.74 feet, N 42°13'47" W, a distance of 104.93 feet, N 42°12'21" W,

Attachment A: Legal Description:

a distance of 10.15 feet, **N 20°23'31" W**, a distance of 119.93 feet, **N 20°21'11" W**, a distance of 84.87 feet, **N 20°32'14" W**, a distance of 30.00 feet, **N 00°42'30" W**, a distance of 181.88 feet, and **N 08°50'48" W**, a distance of 274.63 feet to an iron pipe for the northwest corner. **Thence**, **S 88°09'18" E**, a distance of 2,038.17 feet to a concrete monument and the **POINT OF BEGINNING** of said 47.095-acre lot.

Save and Accept (R/W)

Beginning at a concrete monument in the north line of Tract C-1 (BM. 1989, PG. 59) and the east right of way of S.R. 1171 (Perry Rd.) at the northwest corner of aforesaid 2.418-acre lot. for the northeast corner and **POINT OF BEGINNING** of the aforesaid save and except right-of-way parcel, from which the east corner of said Tract C-1 and the 2.418-acre subdivided lot, bears **S 88°09'18" E**, a distance of 594.68 feet. **Thence**, departing the north line of Tract C-1, with the east right-of-way of S.R. 1171, **S 15°22'47" E**, a distance of 11.17 feet to a calculated point, **S 07°17'02" E**, a distance of 52.40 feet to a calculated point, **S 05°01'16" E**, a distance of 265.73 feet to a concrete monument, and **S 03°17'33" E**, a distance of 100.36 feet to an iron pipe in the south line of Tract C-1, same being the north line of U.S. Hwy. 1. **Thence**, with the south line of Tract C-1, **S 58°40'22" W**, a distance of 67.98 feet to an iron pipe in the west intersection of U.S. Hwy. 1 and S.R. 11171. **Thence**, departing the south line of Tract C-1, same being the north right-of-way of U.S. Hwy. 1, **N 03°17'33" W**, a distance of 131.40 feet to a calculated point, **N 05°01'16" W**, a distance of 263.63 feet to a calculated point, **N 07°17'02" W**, a distance of 46.97 feet to a calculated point, and **N 15°22'47" W**, a distance of 25.53 feet, to a concrete monument in the north line of Tract C-1. **Thence**, with the north line of said Tract C-1, **S 88°09'19" E**, a distance of 62.82 feet to a concrete monument and the **POINT OF BEGINNING** for said 0.618-acre right-of-way parcel.

0 PERRY ROAD - 0741427922

RESERVED TRACT (1.209 Ac.)

Being a portion of that certain tract or parcel of land lying and being in White Oak township, in Wake County, North Carolina, belonging to the Town of Apex, PIN No. 0741427922 recorded in Wake County deed book (DB.) 705, page (PG.) 568, and probate 85-E-1736, as subdivided and identified as 1.209 acres, "reserved for future use", and described below as recorded in book map (BM.) 1989, PG. 59.

Beginning at a concrete monument, at the east corner of Tract C-1, same being the northwest corner and the **POINT OF BEGINNING** of aforesaid 1.209-acre tract. **Thence**, **S 88°09'18" E**, a distance of 99.70 feet to an existing iron pipe for the east corner of the parent tract described in DB. 705, PG. 568, identical to the northeast corner of this 1.209-acre subdivided parcel, from which a white oak as reference bears **N 01°29'45" E**, a distance of 752.29 feet. **Thence**, **S 00°41'58" W**, a distance of 30.22 feet to an iron pipe on the north right-of-way of U.S. Hwy. 1. **Thence**, with the north right-of-way of U.S. Hwy. 1, **S 58°41'40" W**, a distance of 451.73 feet, **N 31°15'12" W**, a distance of 20.00 feet, **S 58°40'22" W**, a distance of 302.83 feet to an iron pipe at the east intersection of U.S. Hwy. 1 and S.R.1171 (Perry Rd.). **Thence**, with the east right-of-way of S.R. 1171, **N 03°17'33" W**, a distance of 100.36 feet to a concrete monument. **Thence**, departing the east right-of-way of S.R. 1171, **S 62°18'46" E**, a distance of 33.34 feet to a concrete monument. **Thence**, **N 58°40'22" E**, a distance of 622.78 feet to a concrete monument and the **POINT OF BEGINNING** for said 1.209-acre tract.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 13, 2024

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to approve Apex Tax Reports dated June 03, 2024.

Approval Recommended?

Yes

Item Details

The Wake County Board of Commissioners, in regular session on July 08, 2024, approved and accepted the enclosed tax report for the Town of Apex, dated June 03, 2024 for the period of May 1, 2024 through May 30, 2024.

Attachments

- CN17-A1: Tax Report for May 2024





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

TEL 919 856 6180
FAX 919 856 5699

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

July 9, 2024

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

Dear Mr. Coleman:

The Wake County Board of Commissioners, in regular session on July 8, 2024, approved and accepted the enclosed tax report for the Town of Apex.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Yvonne Gilyard".

Yvonne Gilyard
Clerk to the Board
Wake County Board of Commissioners

Enclosure(s)



Wake County Tax Administration

Rebate Details

05/01/2024 - 05/31/2024

APEX

DATE

06/03/2024

TIME

9:57:40 PM

PAGE

1

REBATE NUMBER	PROPERTY	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	BILLING FOR	OWNER
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BUSINESS ACCOUNTS

881030	1,009.93	0.00	100.99	0.00	1,110.92	05/28/2024	0006990977	2023	2023	000000	JACKSON, RYAN
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SUBTOTALS FOR BUSINESS ACCOUNTS	1,009.93	0.00	100.99	0.00	1,110.92	1	Properties Rebated				
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INDIVIDUAL PROPERTY ACCOUNTS

880097	67.69	30.00	0.00	0.00	97.69	05/16/2024	0007027352	2024	2023	000000	SAPKOTA, MOHAN
880369	148.14	30.00	0.00	0.00	178.14	05/20/2024	0006996389	2023	2022	000000	GARMANY, DALLAS MIGUEL FREDRICK
880078	27.06	30.00	0.00	0.00	57.06	05/15/2024	0007025933	2024	2023	000000	PORTER, JOSIE REBECCA
879679	4.40	0.00	0.44	0.00	4.84	05/13/2024	0006986564	2023	2023	000000	PEPPERLING, MICHAEL ALLAN
879265	9.69	0.00	0.97	0.00	10.66	05/08/2024	0006801297	2022	2022	000000	CAROLINA MUSCLE CARS INC
879266	9.36	0.00	0.94	0.00	10.30	05/08/2024	0006801297	2023	2023	000000	CAROLINA MUSCLE CARS INC
879408	2.56	0.00	0.26	0.00	2.82	05/08/2024	0006508568	2023	2023	000000	HARMEL, QUENTIN EDWARD
879539	2.73	0.00	0.00	0.00	2.73	05/09/2024	0007005905	2024	2023	000000	COLLURA, JACKIE ALLISON

SUBTOTALS FOR INDIVIDUAL PROPERTY ACCOUNTS	271.63	90.00	2.61	0.00	364.24	8	Properties Rebated				
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WILDLIFE BOAT ACCOUNTS

880900	20.96	0.00	2.10	0.00	23.06	05/28/2024	0004204554	2022	2022	000000	FRUEAUF, DAVID JOHN
879680	375.44	0.00	37.54	0.00	412.98	05/13/2024	0004215366	2023	2023	000000	PEPPERLING, MICHAEL ALLAN



Wake County Tax Administration

Rebate Details
05/01/2024 - 05/31/2024
APEX

DATE 06/03/2024
TIME 9:57:42 PM
PAGE 2

REBATE NUMBER	PROPERTY	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	BILLING YEAR	OWNER
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WILDLIFE BOAT
ACCOUNTS

880901	21.37	0.00	2.14	0.00	23.51	05/28/2024	0004204554	2023	000000	FRUEAUF, DAVID JOHN
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SUBTOTALS FOR WILDLIFE BOAT ACCOUNTS	417.77	0.00	41.78	0.00	459.55	3	Properties Rebated			
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TOTAL REBATED FOR APEX	1,699.33	90.00	145.38	0.00	1,934.71	12	Properties Rebated for City			
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"The Peak of Good Living"

TOWN OF APEX NORTH CAROLINA

Proclamation

Celebrating Apex Outreach Service Project for 25 Years of Service and Success

from the Office of the Mayor

WHEREAS, The Apex Outreach Service Project, organized by Apex United Methodist Church, began in 1999 after the church's Youth Ministry felt called to grow and expand a program which offered home repair services for residents across Wake County; and,

WHEREAS, Over the course of the Project's 25-year history, more than 250 homes have been repaired by thousands of middle school, high school, and college students that have volunteered their time to make the community a better place; and,

WHEREAS, Home Repair Projects have helped people within Apex and beyond, including Cary, Morrisville, Holly Springs, Fuquay-Varina, Raleigh, and Pittsboro, highlighting the wide range of impact this program has had; and,

WHEREAS, The Project's central mission revolves around serving those in need within our community, while offering a time of fellowship to grow in faith, an opportunity to build relationships, and a chance to learn life skills for the young people who will one day lead it.

WHEREAS, The Town of Apex commends the project and all of its participant over the past 25 years for the good work they have done for our town and community, and wish even more success for its future.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of Apex, North Carolina, do hereby proclaim Tuesday, August 13th, 2024, "Apex Outreach Service Project Day" within the Town of Apex, and express my appreciation for the major impact this project has had for residents of Apex and beyond.

I hereby set my hand and have caused the Seal of the Town of Apex, North Carolina, to be affixed this the 13th day of August 2024.

Jacques Gilbert, Mayor

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: August 13, 2024

Item Details

Presenter(s): Angela Reincke, Parks Planning Manager

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

Requested Motion

Possible motion to amend the Bicycle and Pedestrian System Plan Map along the Middle Creek Greenway corridor, to establish the Middle Creek Greenway Corridor route through Apex and connections to the corridor.

Approval Recommended?

Parks, Recreation, and Cultural Resources Department staff; Planning Department staff; and Transportation Infrastructure and Development Department staff recommend approval of the proposed amendments.

The Parks, Recreation, and Cultural Resources Advisory Commission considered and unanimously recommended approval of the proposed amendments at their May 29, 2024 meeting.

The Planning Board considered and unanimously recommended approval of the proposed amendments at their July 8, 2024 meeting.

Item Details

The purpose of this hearing is to consider amendments to the Bicycle and Pedestrian System Plan map along the Middle Creek Greenway corridor based on a feasibility study.

Attachments

- PH1-A1: Staff Report - Apex Transportation Plan Amendments - Middle Creek Greenway



STAFF REPORT

Transportation Plan Amendments

August 13, 2024 Town Council Meeting



The Bicycle and Pedestrian System Plan (Plan) map represents a network of current and future facilities that provide guidance on what is likely to be suitable for long term growth, connectivity, and recreation. The Plan does not require a schedule for implementation nor does it set aside funding for improvements. Instead, it helps the Town establish long term priorities and identify requirements for new development. The Plan was last amended on January 23, 2024.

The purpose of the public hearing is to consider amendments to the Bicycle and Pedestrian System Plan map along the Middle Creek Greenway corridor in order to make a decision.

The proposed amendments to the Bicycle and Pedestrian System Plan Map include changes along Reliance Avenue, Classic Road, and Ten Ten Road to establish the Middle Creek Greenway corridor route through Apex and connections to the corridor. The proposed Middle Creek Greenway route was identified through the Middle Creek Greenway Feasibility Study, funded through a grant from the North Carolina Department of Transportation Integrated Mobility Division and in partnership with VHB Engineering. An exhibit of the proposed Middle Creek Greenway route is displayed in Figure 1 below. While not shown as greenway on the Bicycle and Pedestrian System Plan map, due to facility type, once constructed, this route would be designated on maps and signed as the Middle Creek Greenway.

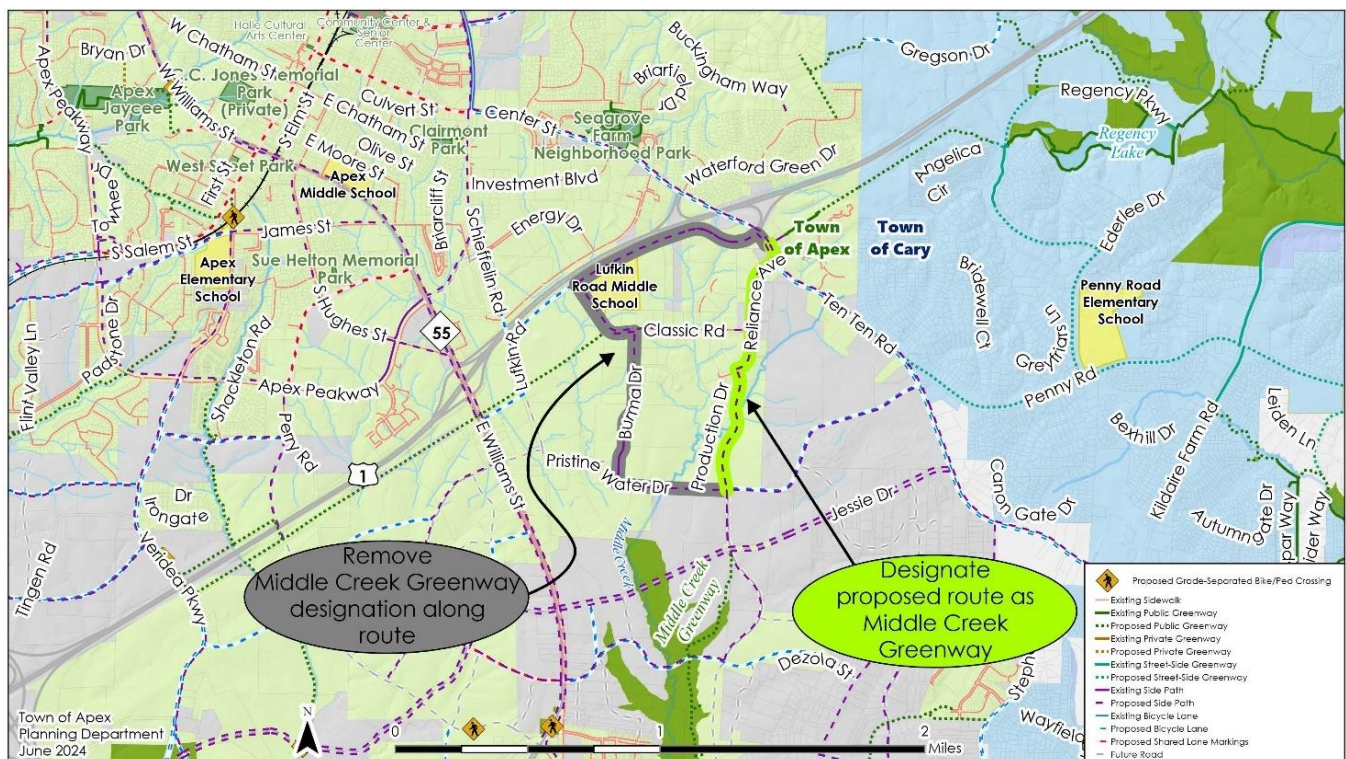


Figure 1. Proposed Middle Creek Greenway Route



A map of the proposed amendments to the Bicycle and Pedestrian System Plan map is displayed in Figure 2.

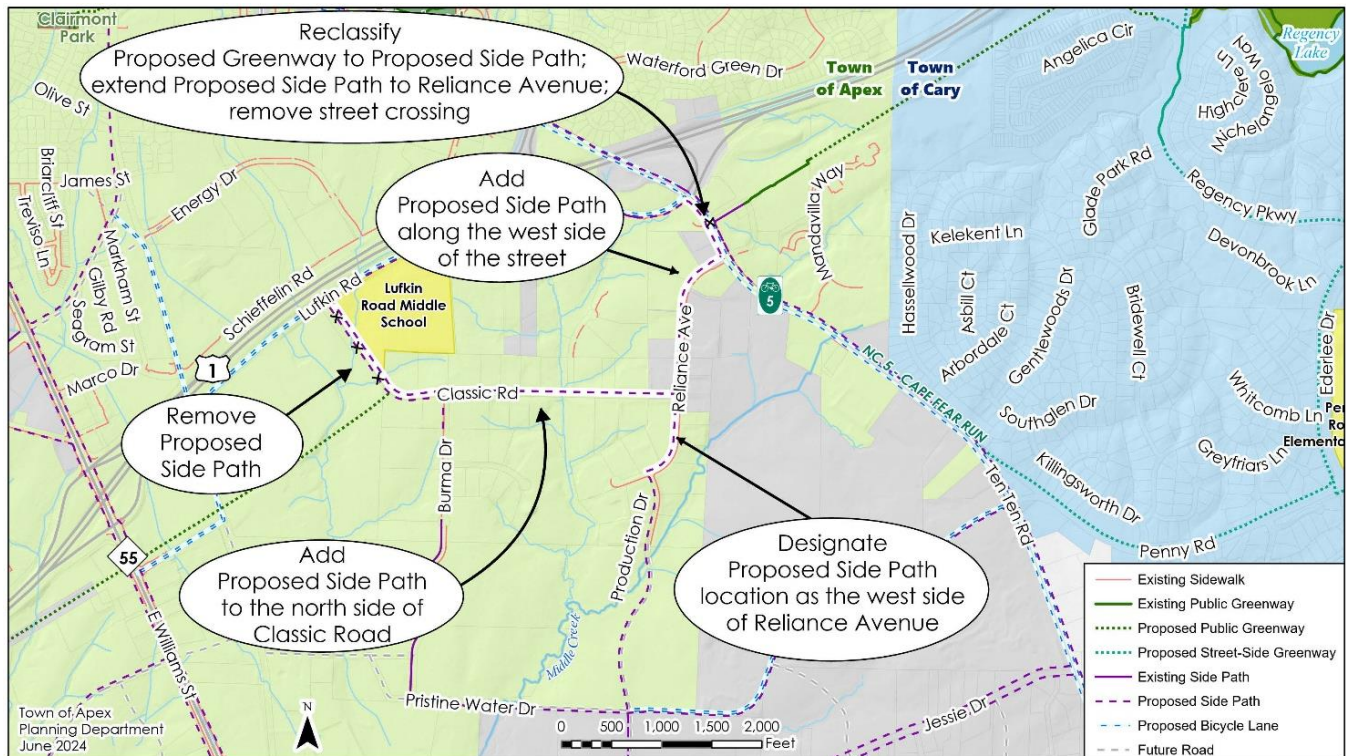


Figure 2. Proposed Bicycle and Pedestrian System Plan Map Amendments

Middle Creek Greenway: Reliance Avenue Proposed Side Path

The proposed amendments along Reliance Avenue include: (1) Designate Proposed Side Path location as the west side of Reliance Avenue from Production Drive to Classic Road. Proposed Side Path is currently shown on the plan, but the side of the road is not specified; and (2) Add Proposed Side Path along the west side of Reliance Avenue from Classic Road to Ten Ten Road. The Middle Creek Greenway is proposed along Production Drive and Reliance Avenue as it provides a direct bicycle and pedestrian connection to the existing Swift Creek Greenway Connector and the future Swift Creek Greenway in the Town of Cary and this alignment allows for an at-grade crossing of Ten Ten Road at the signalized intersection with Reliance Avenue. The west side of Production Drive and Reliance Avenue is the proposed Middle Creek Greenway alignment as it minimizes impacts to existing utilities and minimizes conflicts with driveways. This Middle Creek Greenway alignment was identified as the highest performing alternative based on an analysis completed as part of the feasibility study that considered connectivity, cost, environmental impact, safety, and user experience.

Ten Ten Road Proposed Side Path

The proposed amendments along Ten Ten Road include: (1) Reclassify Proposed Greenway to Proposed Side Path along the west side of the road from Lufkin Road south, (2) Remove the Proposed Greenway street crossing of Ten Ten Road at Meridian Pointe Drive, (3) Extend Proposed Side Path along the west side of Ten Ten Road to complete the section between Lufkin Road and Reliance Avenue, and (4) Add a proposed at-grade greenway crossing of Ten Ten Road at Reliance Avenue. The purpose of these proposed amendments is to establish a consistent bicycle and pedestrian facility along the west side of Ten Ten Road from Lufkin Road to

STAFF REPORT

Transportation Plan Amendments

August 13, 2024 Town Council Meeting



Reliance Avenue and to provide a connection from the Lufkin Road side path to the signalized crossing and greenway connection at Reliance Avenue.

Classic Road Proposed Side Path

The proposed amendments along Classic Road include: (1) Add Proposed Side Path along the north side of Classic Road from Lufkin Road to Reliance Avenue and (2) Remove Proposed Side Path from the south side of Classic Road from Lufkin Road to the Proposed Greenway. The addition of Proposed Side Path along the north side of Classic Road from Lufkin Road to Reliance Avenue would provide an east-west connection between the Middle Creek Greenway and the Future Big Branch-Middle Creek Connector Greenway, which follows the Duke Energy easement along US 1. The Middle Creek Greenway Feasibility Study includes a recommendation to replace the existing 5-foot sidewalk along the north side of Classic Road with a 10-foot side path.

The plan amendments include the removal of Proposed Side Path along the south side of Classic Road between Lufkin Road and the Future Big Branch-Middle Creek Connector Greenway, as side path is proposed along the north side of Classic Road. Proposed Side Path is retained along the south side of Classic Road between the Future Big Branch-Middle Creek Connector Greenway and Burma Drive to provide a bicycle and pedestrian connection from the Proposed Greenway to the Proposed Side Path along the north side of Classic Road. This side path alignment would provide a future bicycle and pedestrian connection to Lufkin Road Middle School and it would connect to Existing and Proposed Side Path along the west side of Burma Drive.

Staff Recommendation:

Planning Department staff; Parks, Recreation, and Cultural Resources Department staff; and Transportation, Infrastructure and Development staff recommend approval of the proposed amendments.

Parks, Recreation, and Cultural Resources Advisory Commission Recommendation:

The Parks, Recreation, and Cultural Resources Advisory Commission considered and unanimously recommended approval of the proposed amendments at their May 29, 2024 meeting.

Planning Board Recommendation:

The Planning Board considered and unanimously recommended approval of the proposed amendments at their July 8, 2024 meeting.

PLANNING BOARD REPORT TO TOWN COUNCIL

Long Range Plan Amendments

Planning Board Meeting Date: July 8, 2024



Long range plan(s) proposed to be amended:

Transportation Plan

Description of the proposed amendment(s):

Realign the Middle Creek Greenway corridor. Amendments to the Bicycle and Pedestrian System Plan Map are proposed along Reliance Avenue, Classic Road, and Ten Ten Road.

Planning Board recommendation:

Motion: Approval as presented by staff.

Introduced by Planning Board member: Daniel Khodaparast

Seconded by Planning Board member: Alyssa Byrd

☒ Approval of the proposed amendment(s) as presented

☐ Approval of the proposed amendment(s) with the following conditions or changes:

☐ Denial of the proposed amendment(s)

With 6 Planning Board member(s) voting "aye"

With 0 Planning Board member(s) voting "no"

Reason(s) for dissenting votes:

This report reflects the recommendation of the Planning Board, this the 8th day of July 2024.

Attest:

Tim Royal

Tim Royal, Planning Board Vice-Chair

Dianne F. Khin

Digitally signed by Dianne F. Khin
Date: 2024.07.08 17:02:48 -04'00'

Dianne Khin, Planning Director

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: August 13, 2024

Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning

Requested Motion

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 July 8, 2024 meeting and unanimously recommended approval.

Item Details

Requested by Planning Staff:

1. Amendments to Sec. 2.1.3 *Board of Adjustment* in order to update language related to participation by alternates.
2. Amendments to Sec. 2.1.2 *Planning Board*, 2.1.3 *Board of Adjustment*, 2.1.4 *Transit Advisory Committee*, and Sec. 2.1.10 *Housing Advisory Board* in order to add clarity to voting requirements.
3. Amendment to Sec. 2.3.12.C *Appeals, Procedures* in order to change the vote needed to reverse a contested decision or interpretation from four-fifths to a majority in accordance with State law.
4. Amendment to Sec. 5.2.5 *Bulk Measurement and Requirements* in order to revise the calculation of built-upon area to refer to definition of the term in Sec. 12.2 *Terms Defined*.

Attachments

- PH2-A1: Staff Report - Unified Development Ordinance (UDO) Amendments - Jul-Aug 2024
- PH2-A2: Planning Board Report to Town Council - Unified Development Ordinance (UDO) Amendments - Jul-Aug 2024
- PH2-A3: Public Notice - Unified Development Ordinance (UDO) Amendments - Jul-Aug 2024
- PH2-A4: Ordinance - Unified Development Ordinance (UDO) Amendments - Jul-Aug 2024



STAFF REPORT

Amendments to the Unified Development Ordinance

August 13, 2024 Town Council Meeting



Requested by Planning Staff:

1. **Amendments to Sec. 2.1.3 Board of Adjustment** in order to update language related to participation by alternates.
 - 2.1.3 Board of Adjustment
 - ...
 - B) *Membership*
 - ...
 - 8) *Alternate members.* The alternate members shall consist of a first alternate member, a second alternate member, and a third alternate member. **Alternate members shall be encouraged to attend all meetings of the Board of Adjustment, but shall participate in hearing, deliberating, and deciding a case only when acting in the place of a regular member.** The alternate members shall vote in the event any member is temporarily unable to vote due to absence or conflict of interest in a case, or for any other cause. The first alternate member shall have priority to replace the first regular member that is absent or unable to vote. The second alternate member shall have priority to replace the second regular member that is absent or unable to vote. The third alternate member shall have priority to replace the third regular member that is absent or unable to vote. At any meeting which they are called upon to attend, alternate members shall have and may exercise the same powers and duties as regular members.
2. **Amendments to Secs. 2.1.2 Planning Board, 2.1.3 Board of Adjustment, 2.1.4 Transit Advisory Committee, and Sec. 2.1.10 Housing Advisory Board** in order to add clarity to voting requirements.
 - 2.1.2 Planning Board
 - ...
 - B) *Membership*
 - ...
 - 8) **Voting. All regular members shall vote on any issue unless they have been disqualified pursuant to Sec. 2.1.2.E Conflict of Interest.**
 - 2.1.3 Board of Adjustment
 - ...
 - B) *Membership*
 - ...
 - 9) **Voting. All regular members shall vote on any issue unless they have been disqualified pursuant to Sec. 2.1.3.F Conflict of Interest. Alternate members shall vote on any issue for which they are seated in place of regular members unless they have been disqualified pursuant to Sec. 2.1.3.F Conflict of Interest.**
 - 2.1.4 Transit Advisory Committee
 - ...
 - B) *Membership*
 - ...
 - 6) **Voting. All regular members shall vote on any issue unless they have been disqualified pursuant to Sec. 2.1.4.F Conflict of Interest.**

2.1.10 Housing Advisory Board

...

B) *Membership*

...

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

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

2.3.12 Appeals

...

C) *Procedures*

...

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

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

5.2.5 Bulk Measurement and Requirements

A) *Built-upon Area*

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

PLANNING STAFF RECOMMENDATION:

Planning staff recommend approval of the proposed amendments.

PLANNING BOARD RECOMMENDATION:

The Planning Board reviewed these amendments at their July 8, 2024 meeting and unanimously recommended approval.

PLANNING BOARD REPORT TO TOWN COUNCIL

Unified Development Ordinance Amendments

Planning Board Meeting Date: July 8, 2024



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: To recommend approval as presented

Introduced by Planning Board member: Sarah Soh

Seconded by Planning Board member: Keith Braswell

- ☒ 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 6 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 8th day of July 2024.

Attest:

Tim Royal
Tim Royal, Planning Board Vice-Chair

Dianne F. Khin

Digitally signed by Dianne F. Khin
Date: 2024.07.08 16:58:28 -04'00'

Dianne Khin, Planning Director



TOWN OF APEX

POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
TEL. 919-249-3426

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 Staff:

1. Amendments to Sec. 2.1.3 *Board of Adjustment* in order to update language related to participation by alternates.
2. Amendments to Sec. 2.1.2 *Planning Board*, 2.1.3 *Board of Adjustment*, 2.1.4 *Transit Advisory Committee*, and Sec. 2.1.10 *Housing Advisory Board* in order to add clarity to voting requirements.
3. Amendment to Sec. 2.3.12.C *Appeals, Procedures* in order to change the vote needed to reverse a contested decision or interpretation from four-fifths to a majority in accordance with State law.
4. Amendment to Sec. 5.2.5 *Bulk Measurement and Requirements* in order to revise the calculation of built-upon area to refer to definition of the term in Sec. 12.2 *Terms Defined*.

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd floor
73 Hunter Street, Apex, North Carolina

Town Council Public Hearing Date and Time: August 13, 2024 6:00 PM

If you are unable to attend, you may provide a written statement by email to 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: July 22-August 13, 2024



TOWN OF APEX

POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
TEL. 919-249-3426

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 toda la ciudad:

A solicitud del personal de Planificación:

1. Enmiendas a la Sección. 2.1.3 *Junta de Ajustes* para actualizar la redacción relativa a la participación de suplentes.
2. Enmiendas a la Sección. 2.1.2 *Junta de Ajustes*, 2.1.3 *Junta de Ajustes*, 2.1.4 *Comité Asesor de Tránsito*, y la Sección 2.1.10 *Consejo Asesor de Viviendas* para añadir claridad a los requisitos de votación.
3. Enmiendas a la Sección 2.3.12.C *Apelaciones, Procedimientos* para cambiar el voto necesario para anular una decisión o interpretación impugnada de cuatro quintas partes a una mayoría de acuerdo con la ley estatal.
4. Enmiendas a la Sección 5.2.5 *Medición de volumen y Requisitos* para revisar el cálculo de la superficie construida para hacer referencia a la definición del término en la Sección. 12.2 *Definición de términos*.

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: 13 de agosto de 2024 6:00 PM

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a 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.

Se puede acceder a la UDO en línea en: <http://www.apexnc.org/233>.

Dianne F. Khin, AICP
Directora de Planificación

Fechas de publicación: 22 de julio-13 de agosto de 2024



TOWN OF APEX

POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
TEL 919-249-3426

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 Staff:

1. Amendments to Sec. 2.1.3 *Board of Adjustment* in order to update language related to participation by alternates.
2. Amendments to Sec. 2.1.2 *Planning Board*, 2.1.3 *Board of Adjustment*, 2.1.4 *Transit Advisory Committee*, and Sec. 2.1.10 *Housing Advisory Board* in order to add clarity to voting requirements.
3. Amendment to Sec. 2.3.12.C *Appeals, Procedures* in order to change the vote needed to reverse a contested decision or interpretation from four-fifths to a majority in accordance with State law.
4. Amendment to Sec. 5.2.5 *Bulk Measurement and Requirements* in order to revise the calculation of built-upon area to refer to definition of the term in Sec. 12.2 *Terms Defined*.

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd floor
73 Hunter Street, Apex, North Carolina

Town Council Public Hearing Date and Time: August 13, 2024 6:00 PM

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The UDO can be accessed online at: <http://www.apexnc.org/233>.

Dianne F. Khin, AICP
Planning Director

Published Dates: July 22-August 13, 2024



TOWN OF APEX

POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
TEL. 919-249-3426

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 toda la ciudad:

A solicitud del personal de Planificación:

1. Enmiendas a la Sección. 2.1.3 *Junta de Ajustes* para actualizar la redacción relativa a la participación de suplentes.
2. Enmiendas a la Sección. 2.1.2 *Junta de Ajustes*, 2.1.3 *Junta de Ajustes*, 2.1.4 *Comité Asesor de Tránsito*, y la Sección 2.1.10 *Consejo Asesor de Viviendas* para añadir claridad a los requisitos de votación.
3. Enmiendas a la Sección 2.3.12.C *Apelaciones, Procedimientos* para cambiar el voto necesario para anular una decisión o interpretación impugnada de cuatro quintas partes a una mayoría de acuerdo con la ley estatal.
4. Enmiendas a la Sección 5.2.5 *Medición de volumen y Requisitos* para revisar el cálculo de la superficie construida para hacer referencia a la definición del término en la Sección. 12.2 *Definición de términos*.

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: 13 de agosto de 2024 6:00 PM

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a 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.

Se puede acceder a la UDO en línea en: <http://www.apexnc.org/233>.

Dianne F. Khin, AICP
Directora de Planificación

Fechas de publicación: 22 de julio-13 de agosto de 2024

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. Section 2.1.3 of the Unified Development Ordinance is amended to read as follows with additions shown as bold underlined text and deletions shown as struck-through text:

2.1.3 Board of Adjustment

...

B) *Membership*

...

- 8) *Alternate members.* The alternate members shall consist of a first alternate member, a second alternate member, and a third alternate member. **Alternate members shall be encouraged to attend all meetings of the Board of Adjustment, but shall participate in hearing, deliberating, and deciding a case only when acting in the place of a regular member.** The alternate members shall vote in the event any member is temporarily unable to vote due to absence or conflict of interest in a case, or for any other cause. The first alternate member shall have priority to replace the first regular member that is absent or unable to vote. The second alternate member shall have priority to replace the second regular member that is absent or unable to vote. The third alternate member shall have priority to replace the third regular member that is absent or unable to vote. At any meeting which they are called upon to attend, alternate members shall have and may exercise the same powers and duties as regular members.

Section 2. Sections 2.1.2, 2.1.3, 2.1.4, and 2.1.10 of the Unified Development Ordinance are amended to read as follows with additions shown as bold underlined text and deletions shown as struck-through text:

2.1.2 Planning Board

...

B) *Membership*

...

- 8) *Voting.* All regular members shall vote on any issue unless they have been disqualified pursuant to Sec. 2.1.2.E *Conflict of Interest.***

2.1.3 Board of Adjustment

...

B) *Membership*

...

- 9) *Voting.* All regular members shall vote on any issue unless they have been disqualified pursuant to Sec. 2.1.3.F *Conflict of Interest.* Alternate members shall vote on any issue for which they are seated in place of regular members unless they have been disqualified pursuant to Sec. 2.1.3.F *Conflict of Interest.***

2.1.4 Transit Advisory Committee

...

B) *Membership*

...

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

2.1.10 Housing Advisory Board

...

B) *Membership*

...

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

Section 3. Section 2.3.12.C of the Unified Development Ordinance is amended to read as follows with additions shown as bold underlined text and deletions shown as struck-through text:

2.3.12 *Appeals*

...

C) *Procedures*

...

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

Section 4. Section 5.2.5 of the Unified Development Ordinance is amended to read as follows with additions shown as bold underlined text and deletions shown as struck-through text:

5.2.5 Bulk Measurement and Requirements

A) *Built-upon Area*

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

Section 5. These amendments shall not apply to projects for which an application for development approval has been submitted before the effective date of this ordinance.

Section 6. 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 7. 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 8. The ordinance shall be effective upon enactment on the ____ day of _____ 2024.

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

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: August 13, 2024

Item Details

Presenter(s): Adam Stephenson, Transportation Engineering Manager
Russell Dalton, Traffic Engineering Manager

Department(s): Transportation and Infrastructure Development

Requested Motion

Possible motion to award a construction contract between S.T. Wooten Corporation and the Town of Apex for the Alternate Bid, subject to concurrence from the NC Department of Transportation, for the construction of U-5928 Apex Peakway Southwest Connector project, and to authorize the Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

The project will complete the Apex Peakway gap between South Salem St and James St, and will construct a four-lane bridge over South Salem St and the CSX rail line. Sealed bids for construction and furnishing of all materials were received and opened on Thursday, July 25, 2024. The Alternate Bid incorporates a dirt stockpile at Pleasant Park as a portion of the project earthwork. Federal funding through the Locally Administered Projects Program (LAPP) is providing 50% of the funds necessary for construction with remaining costs covered by the 2015 Transportation Bond and 2021 Streets and Sidewalks Bond. It is the recommendation of staff that the contract be awarded to S. T. Wooten Corporation as the lowest responsive bidder.

Bid Summary:

<u>COMPANY</u>	<u>BASE BID</u>	<u>ALTERNATE BID</u>
S. T. WOOTEN CORPORATION	\$ 21,419,463.12	\$ 21,254,463.12
BLYTHE CONSTRUCTION	\$ 22,464,726.97	\$ 22,326,226.97
FRED SMITH COMPANY	\$ 23,235,953.40	\$ 22,886,453.40
CONTI CIVIL	\$ 24,957,442.00	\$ 24,957,442.00
ENGINEER'S ESTIMATE	\$ 25,182,351.88	\$ 25,182,351.88
CROWDER CONSTRUCTION	\$ 27,144,240.84	\$ 26,876,040.84
BRANCH CIVIL	\$ 27,850,000.00	\$ 27,130,000.00
THALLE CONSTRUCTION	\$ 38,121,269.50	\$ 37,671,269.50

Attachments

- NB1-A1: Peakway Award PowerPoint Presentation - Construction Contract Award - S.T. Wooten Corporation - Apex Peakway Southwest Connector
- NB1-A2: Bid Tabulation - Construction Contract Award - S.T. Wooten Corporation - Apex Peakway Southwest Connector
- NB1-A3: Roads & Structures Construction Contract - Construction Contract Award - S.T. Wooten Corporation - Apex Peakway Southwest Connector





U-5928 Apex Peakway SW Connector Construction Award Apex Town Council

August 13, 2024

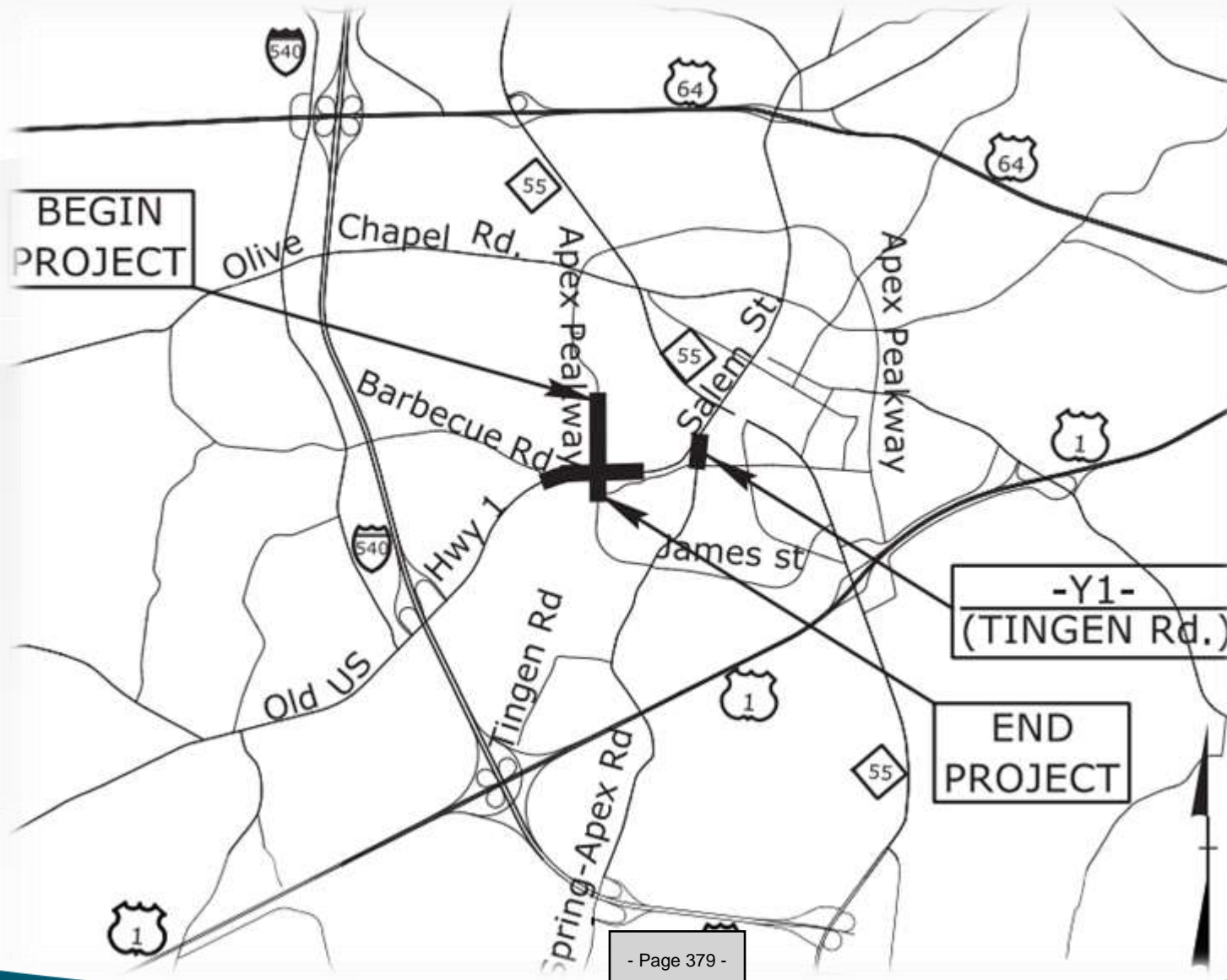




Agenda

- Project Overview
- Project Funding
- Bid Summary Results
- Recommendations
- Next Steps

Project Overview



Project Overview

- Completes the only remaining gap in the Peakway west of NC 55, across CSX S-line Corridor
- Achieves the required grade separation per the CSX/NCDOT/Apex Corridor Master Agreement
- Provides a new route for traffic prior to the required closure of the Tingen Rd at-grade crossing, enhancing crossing safety along the S-line
- Connects a 4-lane loop with traffic signals for access to/from South Salem St
- Satisfies traffic demand while minimizing overall project footprint
- Incorporates aesthetic enhancements that blend with the character of Apex



View of quadrant loop, looking toward southwest





Apex Peakway bridge rendering, from Barrow Nook Court



View from Salem Street – Updated Decorative Rail



Project Funding

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

Project Funding

Current Budget

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

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

Bid Summary Results

- Bid Advertisement: June 3, 2024
- Bid Opening Date: July 25, 2024
- 7 bids received

<u>COMPANY</u>	<u>BASE BID</u>	<u>BASE/ENG EST</u>	<u>ALTERNATE BID</u>	<u>ALT/ENG EST</u>	<u>DBE (10%)</u>
S. T. WOOTEN CORPORATION	\$ 21,419,463.12	-15%	\$ 21,254,463.12	-16%	10.02%
BLYTHE CONSTRUCTION	\$ 22,464,726.97	-11%	\$ 22,326,226.97	-11%	10.34%
FRED SMITH COMPANY	\$ 23,235,953.40	-8%	\$ 22,886,453.40	-9%	10.00%
CONTI CIVIL	\$ 24,957,442.00	-1%	\$ 24,957,442.00	-1%	10.05%
ENGINEER'S ESTIMATE	\$ 25,182,351.88		\$ 25,182,351.88		
CROWDER CONSTRUCTION	\$ 27,144,240.84	8%	\$ 26,876,040.84	7%	10.00%
BRANCH CIVIL	\$ 27,850,000.00	11%	\$ 27,130,000.00	8%	10.00%
THALLE CONSTRUCTION	\$ 38,121,269.50	51%	\$ 37,671,269.50	50%	10.00%



Recommendation

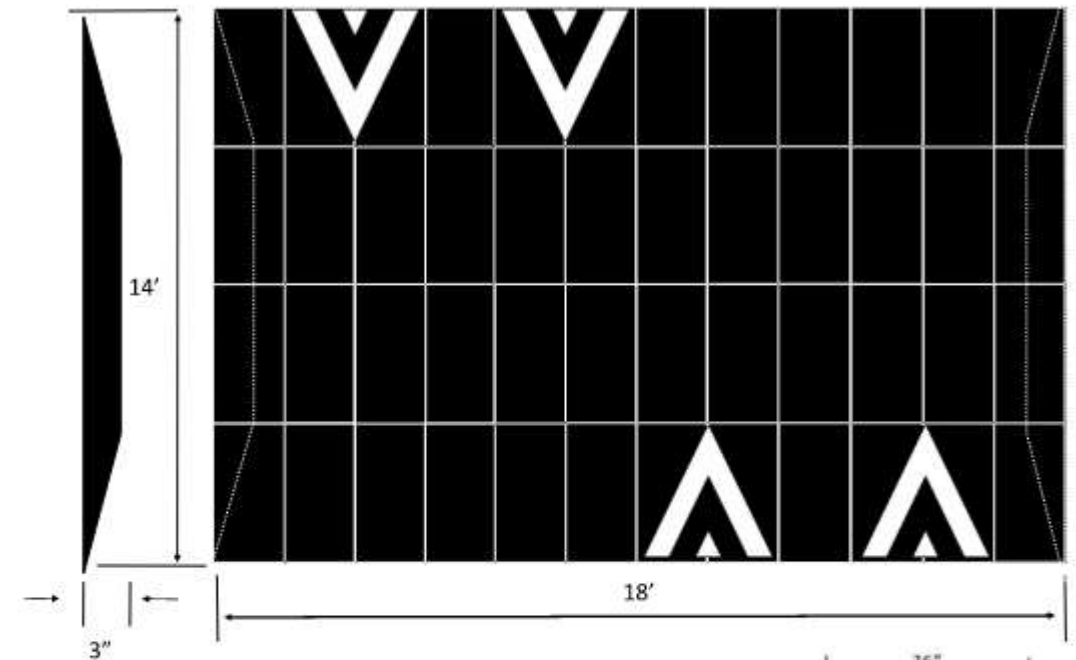
- Award Alternate bid to S. T. Wooten Corporation in the amount of \$21,254,463.12 (contingent on NCDOT concurrence) and authorize Town Manager to execute contract.

Next Steps

- Town to submit Award Concurrence Request to NCDOT
- Town Manager to execute contract with contractor (4-6 weeks)
- Request \$802,000 from CAMPO in additional federal funds
 - Requires 50% matching local funds (supplemental agreement)
- Budget adjustment with RK&K for adding utility relocation coordination services pending NCDOT approval (amount included in previous summary)
- Construction Schedule
 - 3-year construction schedule
 - Tentative Notice to Proceed – October 1, 2024
 - Tentative Completion – September 30, 2027

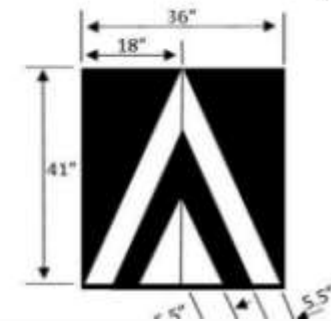
Next Steps

- Temporary speed humps
 - Intended to address potential cut-through on Grappenhall Dr & Applethorn Dr due to Peakway closure
 - Seven (7) total locations within Whitehall Manor & Whitehall Village
 - Staff have met with representatives from both HOAs
 - Awaiting HOA approval to proceed with bidding



As Shown: 14' L x 18' W with 4 White MUTCD markings

Part Number as shown:
ST-141803-4M



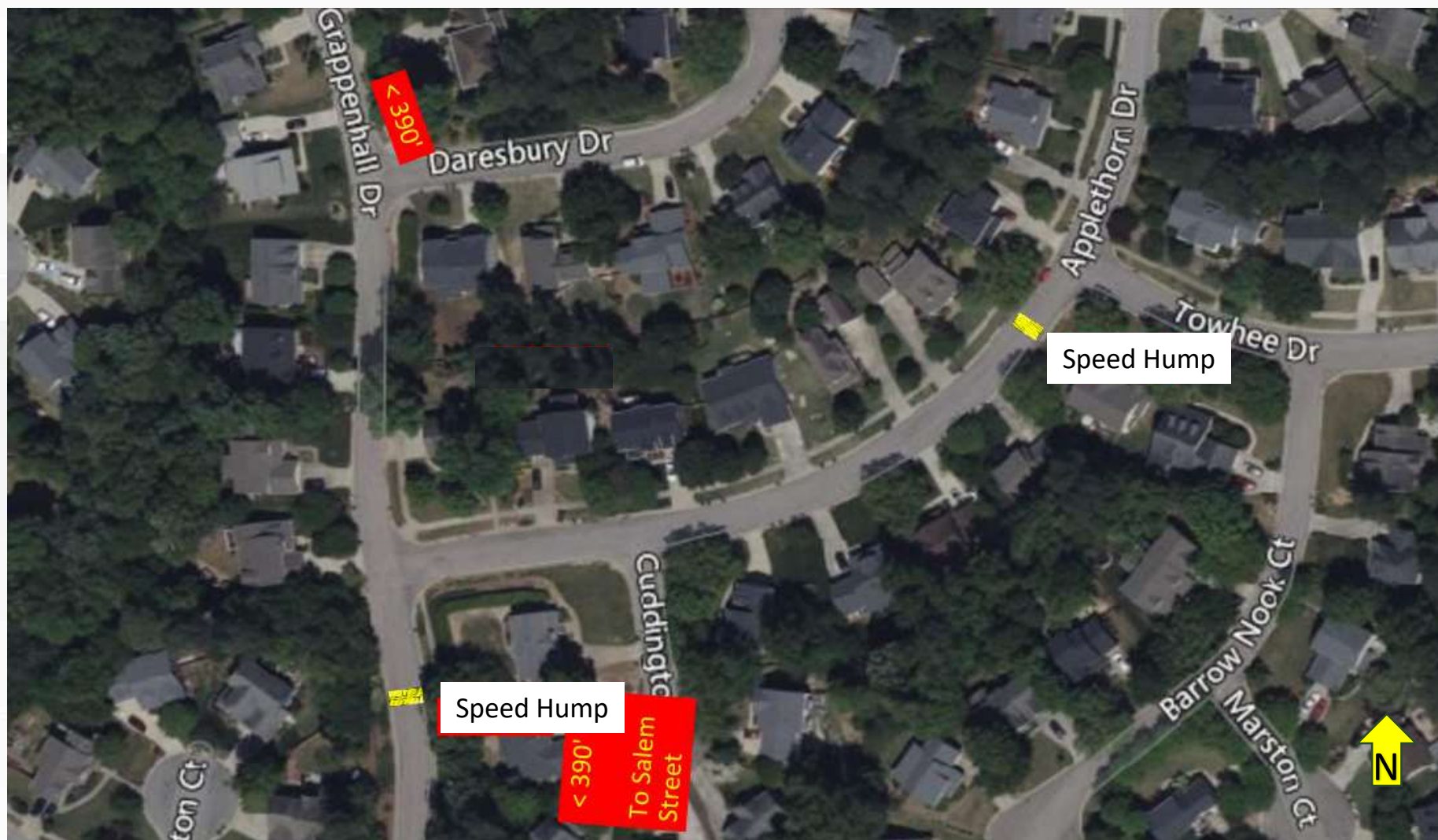
Next Steps – Temporary Traffic Calming Location Map (1 of 3)



Next Steps – Temporary Traffic Calming Location Map (2 of 3)



Next Steps – Temporary Traffic Calming Location Map (3 of 3)



				ENGINEER'S ESTIMATE		S. T. WOOTEN CORPORATION			BLYTHE CONSTRUCTION		
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	AMOUNT/ ENG. EST.	UNIT PRICE	TOTAL AMOUNT	AMOUNT/ ENG. EST.
1	MOBILIZATION	1	LS	LUMP SUM	\$ 1,064,334.23	LUMP SUM	\$ 1,078,000.00	1.3%	LUMP SUM	\$ 1,100,000.00	3.4%
2	CONSTRUCTION SURVEYING	1	LS	LUMP SUM	\$ 150,000.00	LUMP SUM	\$ 300,000.00	100.0%	LUMP SUM	\$ 450,000.00	200.0%
3	CLEARING AND GRUBBING	1	LS	LUMP SUM	\$ 158,000.00	LUMP SUM	\$ 1,000,000.00	532.9%	LUMP SUM	\$ 1,750,000.00	1007.6%
4	SUPPLEMENTARY CLEARING AND GRUBBING	1	AC	\$ 11,500.00	\$ 11,500.00	\$ 5,000.00	\$ 5,000.00	-56.5%	\$ 10,000.00	\$ 10,000.00	-13.0%
5	UNCLASSIFIED EXCAVATION	6,400	CY	\$ 30.00	\$ 192,000.00	\$ 16.75	\$ 107,200.00	-44.2%	\$ 14.00	\$ 89,600.00	-53.3%
6	UNDERCUT EXCAVATION	3,000	CY	\$ 25.00	\$ 75,000.00	\$ 16.00	\$ 48,000.00	-36.0%	\$ 14.00	\$ 42,000.00	-44.0%
7	BORROW EXCAVATION	SEE BELOW									
8	REMOVAL OF EXISTING ASPHALT PAVEMENT	660	SY	\$ 12.00	\$ 7,920.00	\$ 3.65	\$ 2,409.00	-69.6%	\$ 16.00	\$ 10,560.00	33.3%
9	BREAKING OF EXISTING ASPHALT PAVEMENT	3,840	SY	\$ 6.00	\$ 23,040.00	\$ 3.65	\$ 14,016.00	-39.2%	\$ 5.00	\$ 19,200.00	-16.7%
10	SELECT GRANULAR MATERIAL	3000	CY	\$ 30.00	\$ 90,000.00	\$ 47.50	\$ 142,500.00	58.3%	\$ 60.00	\$ 180,000.00	100.0%
11	GEOTEXTILE FOR SOIL STABILIZATION	13,550	SY	\$ 5.00	\$ 67,750.00	\$ 1.00	\$ 13,550.00	-80.0%	\$ 6.00	\$ 81,300.00	20.0%
12	TYPE 2 BRIDGE APPROACH FILL, STATION 22+77.76 -L-	1	LS	LUMP SUM	\$ 150,000.00	LUMP SUM	\$ 100,000.00	-33.3%	LUMP SUM	\$ 85,000.00	-43.3%
13	FOUNDATION CONDITIONING MAT, MINOR STRS.	570	TN	\$ 65.00	\$ 37,050.00	\$ 36.00	\$ 20,520.00	-44.6%	\$ 50.00	\$ 28,500.00	-23.1%
14	FOUNDATION CONDITIONING, GEOTEXTILE	1,780	SY	\$ 6.00	\$ 10,680.00	\$ 1.00	\$ 1,780.00	-83.3%	\$ 5.00	\$ 8,900.00	-16.7%
15	15" RC PIPE CULVERTS, CLASS IV	3,200	LF	\$ 115.00	\$ 368,000.00	\$ 82.00	\$ 262,400.00	-28.7%	\$ 90.00	\$ 288,000.00	-21.7%
16	18" RC PIPE CULVERTS, CLASS IV	1,444	LF	\$ 125.00	\$ 180,500.00	\$ 94.50	\$ 136,458.00	-24.4%	\$ 100.00	\$ 144,400.00	-20.0%
17	24" RC PIPE CULVERTS, CLASS IV	384	LF	\$ 175.00	\$ 67,200.00	\$ 127.50	\$ 48,960.00	-27.1%	\$ 140.00	\$ 53,760.00	-20.0%
18	30" RC PIPE CULVERTS, CLASS IV	468	LF	\$ 230.00	\$ 107,640.00	\$ 164.50	\$ 76,986.00	-28.5%	\$ 180.00	\$ 84,240.00	-21.7%
19	PIPE REMOVAL	1,341	LF	\$ 30.00	\$ 40,230.00	\$ 22.50	\$ 30,172.50	-25.0%	\$ 20.00	\$ 26,820.00	-33.3%
20	FINE GRADING	1	LS	LUMP SUM	\$ 100,000.00	LUMP SUM	\$ 1,220,000.00	1120.0%	LUMP SUM	\$ 950,000.00	850.0%
21	SHALLOW UNDERCUT	3,600	CY	\$ 25.00	\$ 90,000.00	\$ 24.00	\$ 86,400.00	-4.0%	\$ 18.00	\$ 64,800.00	-28.0%
22	CLASS IV SUBGRADE STABILIZATION	6,900	TN	\$ 45.00	\$ 310,500.00	\$ 28.25	\$ 194,925.00	-37.2%	\$ 40.00	\$ 276,000.00	-11.1%
23	AGGREGATE BASE COURSE	11,505	TN	\$ 50.00	\$ 575,250.00	\$ 38.25	\$ 440,066.25	-23.5%	\$ 45.00	\$ 517,725.00	-10.0%
24	MILLING ASPHALT PAVEMENT, 3" DEPTH	630	SY	\$ 20.00	\$ 12,600.00	\$ 13.50	\$ 8,505.00	-32.5%	\$ 18.00	\$ 11,340.00	-10.0%
25	INCIDENTAL MILLING	980	SY	\$ 13.00	\$ 12,740.00	\$ 15.00	\$ 14,700.00	15.4%	\$ 12.00	\$ 11,760.00	-7.7%
26	ASPHALT CONC BASE COURSE, TYPE B25.0C	530	TN	\$ 85.00	\$ 45,050.00	\$ 210.00	\$ 111,300.00	147.1%	\$ 115.00	\$ 60,950.00	35.3%
27	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	4,860	TN	\$ 80.00	\$ 388,800.00	\$ 94.50	\$ 459,270.00	18.1%	\$ 105.00	\$ 510,300.00	31.3%
28	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	5,120	TN	\$ 100.00	\$ 512,000.00	\$ 117.50	\$ 601,600.00	17.5%	\$ 110.00	\$ 563,200.00	10.0%
29	ASPHALT BINDER FOR PLANT MIX	575	TN	\$ 850.00	\$ 488,750.00	\$ 575.00	\$ 330,625.00	-32.4%	\$ 675.00	\$ 388,125.00	-20.6%
30	ASPHALT PLANT MIX, PAVEMENT REPAIR	50	TN	\$ 250.00	\$ 12,500.00	\$ 212.00	\$ 10,600.00	-15.2%	\$ 250.00	\$ 12,500.00	0.0%
31	RIGHT-OF-WAY MARKERS	20	EA	\$ 350.00	\$ 7,000.00	\$ 350.00	\$ 7,000.00	0.0%	\$ 450.00	\$ 9,000.00	28.6%
32	6" PERFORATED SUBDRAIN PIPE	200	LF	\$ 25.00	\$ 5,000.00	\$ 3.00	\$ 600.00	-88.0%	\$ 9.00	\$ 1,800.00	-64.0%
33	SUBDRAIN EXCAVATION	45	CY	\$ 40.00	\$ 1,800.00	\$ 5.00	\$ 225.00	-87.5%	\$ 35.00	\$ 1,575.00	-12.5%
34	GEOTEXTILE FOR SUBSURFACE DRAINS	200	SY	\$ 5.00	\$ 1,000.00	\$ 1.00	\$ 200.00	-80.0%	\$ 3.00	\$ 600.00	-40.0%
35	SUBDRAIN COARSE AGGREGATE	34	CY	\$ 100.00	\$ 3,400.00	\$ 25.00	\$ 850.00	-75.0%	\$ 110.00	\$ 3,740.00	10.0%
36	SUBDRAIN PIPE OUTLET	1	EA	\$ 900.00	\$ 900.00	\$ 300.00	\$ 300.00	-66.7%	\$ 400.00	\$ 400.00	-55.6%
37	6" OUTLET PIPE	6	LF	\$ 100.00	\$ 600.00	\$ 5.00	\$ 30.00	-95.0%	\$ 38.00	\$ 228.00	-62.0%
38	ENDWALLS	2.4	CY	\$ 2,500.00	\$ 6,000.00	\$ 3,500.00	\$ 8,400.00	40.0%	\$ 550.00	\$ 1,320.00	-78.0%
39	PIPE COLLARS	0.798	CY	\$ 1,500.00	\$ 1,197.00	\$ 3,500.00	\$ 2,793.00	133.3%	\$ 1,350.00	\$ 1,077.30	-10.0%
40	MASONRY DRAINAGE STRUCTURES	58	EA	\$ 5,000.00	\$ 290,000.00	\$ 3,150.00	\$ 182,700.00	-37.0%	\$ 3,450.00	\$ 200,100.00	-31.0%
41	MASONRY DRAINAGE STRUCTURES	127.84	LF	\$ 900.00	\$ 115,056.00	\$ 700.00	\$ 89,488.00	-22.2%	\$ 1,050.00	\$ 134,232.00	16.7%
42	FRAME WITH TWO GRATES, STD. 840.16	19	EA	\$ 950.00	\$ 18,050.00	\$ 925.00	\$ 17,575.00	-2.6%	\$ 1,000.00	\$ 19,000.00	5.3%
43	FRAME WITH GRATE & HOOD, STD. 840.03, TYPE E	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 1,290.00	\$ 2,580.00	-14.0%	\$ 1,000.00	\$ 2,000.00	-33.3%
44	FRAME WITH GRATE & HOOD, STD. 840.03, TYPE F	28	EA	\$ 1,500.00	\$ 42,000.00	\$ 1,330.00	\$ 37,240.00	-11.3%	\$ 1,000.00	\$ 28,000.00	-33.3%
45	FRAME WITH GRATE & HOOD, STD. 840.03, TYPE G	8	EA	\$ 1,500.00	\$ 12,000.00	\$ 1,330.00	\$ 10,640.00	-11.3%	\$ 1,000.00	\$ 8,000.00	-33.3%
46	STEEL FRAME WITH TWO GRATES, STD. 840.37	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 2,885.00	\$ 2,885.00	44.3%	\$ 2,850.00	\$ 2,850.00	42.5%
47	CONCRETE TRANSITIONAL SECTION FOR DROP INLET	5	EA	\$ 1,625.00	\$ 8,125.00	\$ 1,325.00	\$ 6,625.00	-18.5%	\$ 1,160.00	\$ 5,800.00	-28.6%
48	REMOVABLE ORIFICE TRASH RACK	2	EA	\$ 500.00	\$ 1,000.00	\$ 4,200.00	\$ 8,400.00	740.0%	\$ 4,250.00	\$ 8,500.00	750.0%
49	1'-6" CONCRETE CURB & GUTTER	780	LF	\$ 40.00	\$ 31,200.00	\$ 32.00	\$ 24,960.00	-20.0%	\$ 23.00	\$ 17,940.00	-42.5%
50	2'-6" CONCRETE CURB & GUTTER	7,690	LF	\$ 40.00	\$ 307,600.00	\$ 25.75	\$ 198,017.50	-35.6%	\$ 30.00	\$ 230,700.00	-25.0%
51	9" X 12" CONCRETE CURB	2,210	LF	\$ 30.00	\$ 66,300.00	\$ 21.00	\$ 46,410.00	-30.0%	\$ 14.00	\$ 30,940.00	-53.3%
52	4" CONCRETE SIDEWALK	5,850	SY	\$ 60.00	\$ 351,000.00	\$ 45.00	\$ 263,250.00	-25.0%	\$ 48.00	\$ 280,800.00	-20.0%
53	CONCRETE CURB RAMP	25	EA	\$ 2,500.00	\$ 62,500.00	\$ 2,800.00	\$ 70,000.00	12.0%	\$ 2,250.00	\$ 56,250.00	-10.0%
54	6" CONCRETE DRIVEWAY	30	SY	\$ 120.00	\$ 3,600.00	\$ 110.00	\$ 3,300.00	-8.3%	\$ 82.00	\$ 2,460.00	-31.7%
55	4" CONCRETE ISLAND COVER	190	SY	\$ 145.00	\$ 27,550.00	\$ 50.00	\$ 9,500.00	-65.5%	\$ 60.00	\$ 11,400.00	-58.6%
56	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	950	SY	\$ 105.00	\$ 99,750.00	\$ 66.25	\$ 62,937.50	-36.9%	\$ 64.00	\$ 60,800.00	-39.0%
57	ADJUSTMENT OF CATCH BASIN	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 445.00	\$ 890.00	-70.3%	\$ 1,950.00	\$ 3,900.00	30.0%
58	ADJUSTMENT OF METER BOXES OR VALVE BOXES	12	EA	\$ 1,000.00	\$ 12,000.00	\$ 740.00	\$ 8,880.00	-26.0%	\$ 1,240.00	\$ 14,880.00	24.0%
59	STEEL BEAM GUARDRAIL	1375	LF	\$ 27.00	\$ 37,125.00	\$ 26.50	\$ 36,437.50	-1.9%	\$ 23.00	\$ 31,625.00	-14.8%
60	STEEL BEAM GUARDRAIL, SHOP CURVE	125	LF	\$ 28.00	\$ 3,500.00	\$ 28.00	\$ 3,500.00	0.0%	\$ 26.00	\$ 3,250.00	-7.1%
61	ADDITIONAL GUARDRAIL POSTS	5	EA	\$ 50.00	\$ 250.00	\$ 55.00	\$ 275.00	10.0%	\$ 25.00	\$ 125.00	-50.0%
62	GUARDRAIL END UNITS, TYPE AT-1	2	EA	\$ 750.00	\$ 1,500.00	\$ 1,000.00	\$ 2,000.00	33.3%	\$ 995.00	\$ 1,990.00	32.7%
63	GUARDRAIL END UNITS, TYPE CAT-1	2	EA	\$ 850.00	\$ 1,700.00	\$ 1,100.00	\$ 2,200.00	29.4%	\$ 1,100.00	\$ 2,200.00	29.4%
64	GUARDRAIL ANCHOR UNITS, TYPE III	4	EA	\$ 2,300.00	\$ 9,200.00	\$ 2,600.00	\$ 10,400.00	13.0%	\$ 2,400.00	\$ 9,600.00	4.3%
65	GUARDRAIL END UNIT, TYPE TL-3	6	EA	\$ 3,500.00	\$ 21,000.00	\$ 3,450.00	\$ 20,700.00	-1.4%	\$ 3,500.00	\$ 21,000.00	0.0%
66	IMPACT ATTENUATOR UNITS, TYPE TL-3	1	EA	\$ 25,000.00	\$ 25,000.00	\$ 31,200.00	\$ 31,200.00	24.8%	\$ 29,000.00	\$ 29,000.00	16.0%
67	WOOD RUB RAIL	487.5	LF	\$ 40.00	\$ 19,500.00	\$ 28.00	\$ 13,650.00	-30.0%	\$ 20.00	\$ 9,750.00	-50.0%
68	BLACK VINYL COATED CHAIN LINK FENCE, 60" FABRIC	1990	LF	\$ 21.00	\$ 41,790.00	\$ 37.60	\$ 74,824.00	79.0%	\$ 37.60	\$ 74,824.00	79.0%
69	RIP RAP, CLASS B	30	TN	\$ 80.00	\$ 2,400.00	\$ 72.00	\$ 2,160.00	-10.0%	\$ 58.16	\$ 1,744.80	-27.3%
70	GEOTEXTILE FOR DRAINAGE	2055	SY	\$ 5.00	\$ 10,275.00	\$ 1.00	\$ 2,055.00	-80.0%	\$ 5.00	\$ 10,275.00	0.0%
71	SUPPORTS, 3-LB STEEL U-CHANNEL	630	LF	\$ 10.00	\$ 6,300.00	\$ 9.99	\$ 6,293.70	-0.1%	\$ 9.99	\$ 6,293.70	-0.1%
72	SIGN ERECTION, TYPE D	5	EA	\$ 130.00	\$ 650.00	\$ 100.00	\$ 500.00	-23.1%	\$ 100.00	\$ 500.00	-23.1%

LINE ITEM	DESCRIPTION	QTY	UNIT	ENGINEER'S ESTIMATE		S. T. WOOTEN CORPORATION			BLYTHE CONSTRUCTION		
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	AMOUNT/ ENG. EST.	UNIT PRICE	TOTAL AMOUNT	AMOUNT/ ENG. EST.
111	ELECTRICAL DUCT, TYPE JA, SIZE 4"	85	LF	\$ 30.00	\$ 2,550.00	\$ 24.50	\$ 2,082.50	-18.3%	\$ 30.00	\$ 2,550.00	0.0%
112	2-#8 W/G FEEDER CIRCUIT	995	LF	\$ 3.75	\$ 3,731.25	\$ 4.30	\$ 4,278.50	14.7%	\$ 4.50	\$ 4,477.50	20.0%
113	2-#8 W/G FEEDER CIRCUIT IN 1.5" CONDUIT	85	LF	\$ 18.00	\$ 1,530.00	\$ 19.00	\$ 1,615.00	5.6%	\$ 20.00	\$ 1,700.00	11.1%
114	ELECTRICAL JUNCTION BOXES (IG30)	1	EA	\$ 875.00	\$ 875.00	\$ 7,309.00	\$ 7,309.00	735.3%	\$ 7,500.00	\$ 7,500.00	757.1%
115	ELECTRICAL JUNCTION BOXES (CSJB, 36"x24")	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 3,607.00	\$ 3,607.00	188.6%	\$ 3,800.00	\$ 3,800.00	204.0%
116	POWER RISER	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 7,113.00	\$ 7,113.00	103.2%	\$ 7,200.00	\$ 7,200.00	105.7%
117	CLASS B CONCRETE FOR ENCASING UTILITY LINES	22.5	CY	\$ 550.00	\$ 12,375.00	\$ 480.00	\$ 10,800.00	-12.7%	\$ 265.00	\$ 5,962.50	-51.8%
118	8" WATER LINE	20	LF	\$ 300.00	\$ 6,000.00	\$ 100.00	\$ 2,000.00	-66.7%	\$ 165.00	\$ 3,300.00	-45.0%
119	12" WATER LINE	700	LF	\$ 250.00	\$ 175,000.00	\$ 136.00	\$ 95,200.00	-45.6%	\$ 155.00	\$ 108,500.00	-38.0%
120	16" WATER LINE	668	LF	\$ 275.00	\$ 183,700.00	\$ 200.00	\$ 133,600.00	-27.3%	\$ 175.00	\$ 116,900.00	-36.4%
121	20" WATER LINE	2,320	LF	\$ 325.00	\$ 754,000.00	\$ 219.00	\$ 508,080.00	-32.6%	\$ 195.00	\$ 452,400.00	-40.0%
122	DUCTILE IRON WATER PIPE FITTINGS	7,940	LB	\$ 15.00	\$ 119,100.00	\$ 16.50	\$ 131,010.00	10.0%	\$ 13.00	\$ 103,220.00	-13.3%
123	6" VALVE	6	EA	\$ 2,500.00	\$ 15,000.00	\$ 1,935.00	\$ 11,610.00	-22.6%	\$ 1,625.00	\$ 9,750.00	-35.0%
124	8" VALVE	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 2,675.00	\$ 2,675.00	-33.1%	\$ 2,250.00	\$ 2,250.00	-43.8%
125	12" VALVE	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 5,075.00	\$ 5,075.00	-32.3%	\$ 2,850.00	\$ 2,850.00	-62.0%
126	16" VALVE	3	EA	\$ 20,000.00	\$ 60,000.00	\$ 13,245.00	\$ 39,735.00	-33.8%	\$ 9,525.00	\$ 28,575.00	-52.4%
127	20" VALVE	5	EA	\$ 30,000.00	\$ 150,000.00	\$ 27,000.00	\$ 135,000.00	-10.0%	\$ 25,450.00	\$ 127,250.00	-15.2%
128	12" AIR RELEASE VALVE	1	EA	\$ 20,000.00	\$ 20,000.00	\$ 17,050.00	\$ 17,050.00	-14.8%	\$ 16,250.00	\$ 16,250.00	-18.8%
129	20" BLOW OFF	1	EA	\$ 30,000.00	\$ 30,000.00	\$ 25,000.00	\$ 25,000.00	-16.7%	\$ 37,250.00	\$ 37,250.00	24.2%
130	RECONNECT WATER METER	1	EA	\$ 1,700.00	\$ 1,700.00	\$ 740.00	\$ 740.00	-56.5%	\$ 1,625.00	\$ 1,625.00	-4.4%
131	FIRE HYDRANT	6	EA	\$ 10,000.00	\$ 60,000.00	\$ 6,250.00	\$ 37,500.00	-37.5%	\$ 5,400.00	\$ 32,400.00	-46.0%
132	FIRE HYDRANT LEG	150	LF	\$ 120.00	\$ 18,000.00	\$ 160.00	\$ 24,000.00	33.3%	\$ 105.00	\$ 15,750.00	-12.5%
133	4" DIA UTILITY MANHOLE	2	EA	\$ 16,000.00	\$ 32,000.00	\$ 2,625.00	\$ 5,250.00	-83.6%	\$ 7,845.00	\$ 15,690.00	-51.0%
134	ABANDON 8" UTILITY PIPE	15	LF	\$ 22.00	\$ 330.00	\$ 67.00	\$ 1,005.00	204.5%	\$ 25.00	\$ 375.00	13.6%
135	ABANDON 12" UTILITY PIPE	2900	LF	\$ 22.00	\$ 63,800.00	\$ 30.00	\$ 87,000.00	36.4%	\$ 22.00	\$ 63,800.00	0.0%
136	REMOVE FIRE HYDRANT	4	EA	\$ 2,824.74	\$ 11,298.96	\$ 500.00	\$ 2,000.00	-82.3%	\$ 2,600.00	\$ 10,400.00	-8.0%
137	REMOVE UTILITY MANHOLE	1	EA	\$ 2,673.99	\$ 2,673.99	\$ 400.00	\$ 400.00	-85.0%	\$ 1,950.00	\$ 1,950.00	-27.1%
138	36" ENCASEMENT PIPE	182	LF	\$ 700.00	\$ 127,400.00	\$ 300.00	\$ 54,600.00	-57.1%	\$ 417.00	\$ 75,894.00	-40.4%
139	42" ENCASEMENT PIPE	120	LF	\$ 800.00	\$ 96,000.00	\$ 475.00	\$ 57,000.00	-40.6%	\$ 508.00	\$ 60,960.00	-36.5%
140	BORE AND JACK OF 42" ENCASEMENT PIPE	120	LF	\$ 2,500.00	\$ 300,000.00	\$ 100.00	\$ 12,000.00	-96.0%	\$ 860.00	\$ 103,200.00	-65.6%
141	BORE AND JACK OF 36" ENCASEMENT PIPE	182	LF	\$ 2,500.00	\$ 455,000.00	\$ 700.00	\$ 127,400.00	-72.0%	\$ 700.00	\$ 127,400.00	-72.0%
142	DUCT BANK	135	LF	\$ 600.00	\$ 81,000.00	\$ 445.00	\$ 60,075.00	-25.8%	\$ 800.00	\$ 108,000.00	33.3%
143	TEMPORARY SILT FENCE	20,110	LF	\$ 5.00	\$ 100,550.00	\$ 2.85	\$ 57,313.50	-43.0%	\$ 2.55	\$ 51,280.50	-49.0%
144	EROSION CONTROL STONE, CLASS A	450	TN	\$ 65.00	\$ 29,250.00	\$ 70.00	\$ 31,500.00	7.7%	\$ 60.00	\$ 27,000.00	-7.7%
145	EROSION CONTROL STONE, CLASS B	1,155	TN	\$ 75.00	\$ 86,625.00	\$ 25.00	\$ 28,875.00	-66.7%	\$ 60.00	\$ 69,300.00	-20.0%
146	SEDIMENT CONTROL STONE	1,260	TN	\$ 75.00	\$ 94,500.00	\$ 20.00	\$ 25,200.00	-73.3%	\$ 50.00	\$ 63,000.00	-33.3%
147	TEMPORARY MULCHING	22	AC	\$ 3,000.00	\$ 66,000.00	\$ 1,500.00	\$ 33,000.00	-50.0%	\$ 1,605.00	\$ 35,310.00	-46.5%
148	SEED FOR TEMPORARY SEEDING	1,100	LB	\$ 10.00	\$ 11,000.00	\$ 3.00	\$ 3,300.00	-70.0%	\$ 2.00	\$ 2,200.00	-80.0%
149	FERTILIZER FOR TEMPORARY SEEDING	6	TN	\$ 3,000.00	\$ 18,000.00	\$ 900.00	\$ 5,400.00	-70.0%	\$ 1,092.00	\$ 6,552.00	-63.6%
150	TEMPORARY SLOPE DRAINS	795	LF	\$ 30.00	\$ 23,850.00	\$ 10.00	\$ 7,950.00	-66.7%	\$ 45.00	\$ 35,775.00	50.0%
151	SAFETY FENCE	440	LF	\$ 3.50	\$ 1,540.00	\$ 2.00	\$ 880.00	-42.9%	\$ 2.00	\$ 880.00	-42.9%
152	SILT EXCAVATION	4,290	CY	\$ 30.00	\$ 128,700.00	\$ 5.00	\$ 21,450.00	-83.3%	\$ 25.00	\$ 107,250.00	-16.7%
153	MATTING FOR EROSION CONTROL	20,550	SY	\$ 2.00	\$ 41,100.00	\$ 2.00	\$ 41,100.00	0.0%	\$ 2.00	\$ 41,100.00	0.0%
154	COIR FIBER MAT	100	SY	\$ 10.00	\$ 1,000.00	\$ 6.00	\$ 600.00	-40.0%	\$ 4.36	\$ 436.00	-56.4%
155	1/4" HARDWARE CLOTH	2,775	LF	\$ 6.00	\$ 16,650.00	\$ 6.75	\$ 18,731.25	12.5%	\$ 4.75	\$ 13,181.25	-20.8%
156	SPECIAL STILLING BASINS	10	EA	\$ 1,200.00	\$ 12,000.00	\$ 300.00	\$ 3,000.00	-75.0%	\$ 600.00	\$ 6,000.00	-50.0%
157	COIR FIBER WATTLE	880	LF	\$ 12.00	\$ 10,560.00	\$ 12.00	\$ 10,560.00	0.0%	\$ 14.50	\$ 12,760.00	20.8%
158	COIR FIBER WATTLE BARRIER	4,310	LF	\$ 16.00	\$ 68,960.00	\$ 23.75	\$ 102,362.50	48.4%	\$ 14.50	\$ 62,495.00	-9.4%
159	FLOCCULANT	120	LB	\$ 12.00	\$ 1,440.00	\$ 2.00	\$ 240.00	-83.3%	\$ 23.75	\$ 2,850.00	97.9%
160	COIR FIBER BAFFLE	840	LF	\$ 10.00	\$ 8,400.00	\$ 8.00	\$ 6,720.00	-20.0%	\$ 8.55	\$ 7,182.00	-14.5%
161	2-1/2" SKIMMER	1	EA	\$ 2,150.00	\$ 2,150.00	\$ 5,800.00	\$ 5,800.00	169.8%	\$ 2,500.00	\$ 2,500.00	16.3%
162	SEEDING AND MULCHING	24	AC	\$ 3,200.00	\$ 76,800.00	\$ 2,875.00	\$ 69,000.00	-10.2%	\$ 2,850.00	\$ 68,400.00	-10.9%
163	MOWING	21	AC	\$ 300.00	\$ 6,300.00	\$ 200.00	\$ 4,200.00	-33.3%	\$ 295.00	\$ 6,195.00	-1.7%
164	SEED FOR REPAIR SEEDING	250	LB	\$ 10.00	\$ 2,500.00	\$ 10.00	\$ 2,500.00	0.0%	\$ 4.15	\$ 1,037.50	-58.5%
165	FERTILIZER FOR REPAIR SEEDING	1	TN	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	-40.0%	\$ 1,092.00	\$ 1,092.00	-56.3%
166	SEED FOR SUPPLEMENTAL SEEDING	575	LB	\$ 7.00	\$ 4,025.00	\$ 10.00	\$ 5,750.00	42.9%	\$ 4.98	\$ 2,863.50	-28.9%
167	FERTILIZER TOPDRESSING	16.75	TN	\$ 2,000.00	\$ 33,500.00	\$ 1,050.00	\$ 17,587.50	-47.5%	\$ 1,092.00	\$ 18,291.00	-45.4%
168	SPECIALIZED HAND MOWING	10	MHR	\$ 125.00	\$ 1,250.00	\$ 125.00	\$ 1,250.00	0.0%	\$ 75.00	\$ 750.00	-40.0%
169	RESPONSE FOR EROSION CONTROL	100	EA	\$ 35.00	\$ 3,500.00	\$ 100.00	\$ 10,000.00	-71.4%	\$ 50.00	\$ 5,000.00	-85.7%
170	MANUAL LITTER REMOVAL	12	MHR	\$ 200.00	\$ 2,400.00	\$ 80.00	\$ 960.00	-60.0%	\$ 200.00	\$ 2,400.00	0.0%
171	LITTER DISPOSAL	4	TN	\$ 750.00	\$ 3,000.00	\$ 500.00	\$ 2,000.00	-33.3%	\$ 1,000.00	\$ 4,000.00	33.3%
172	MECHANICAL LITTER REMOVAL	2	SMI	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	0.0%	\$ 6,000.00	\$ 12,000.00	300.0%
173	CONCRETE WASHOUT STRUCTURE	4	EA	\$ 1,500.00	\$ 6,000.00	\$ 1,400.00	\$ 5,600.00	-6.7%	\$ 5,000.00	\$ 20,000.00	233.3%
174	FABRIC INSERT INLET PROTECTION, TYPE 1 (HIGH FLOW)	126	EA	\$ 400.00	\$ 50,400.00	\$ 225.00	\$ 28,350.00	-43.8%	\$ 250.00	\$ 31,500.00	-37.5%
175	FABRIC INSERT INLET PROTECTION CLEANOUT	378	EA	\$ 238.00	\$ 89,964.00	\$ 50.00	\$ 18,900.00	-79.0%	\$ 150.00	\$ 56,700.00	-37.0%
176	CONSTRUCTION ENTRANCE TIRE WASH	4	EA	\$ 2,500.00	\$ 10,000.00	\$ 13,745.00	\$ 54,980.00	449.8%	\$ 55,000.00	\$ 220,000.00	2100.0%
177	PEDESTRIAN SIGNAL HEAD (16", 1 SECTION WITH COUNTDOWN)	14	EA	\$ 1,100.00	\$ 15,400.00	\$ 1,483.00	\$ 20,762.00	34.8%	\$ 995.00	\$ 13,930.00	-9.5%
178	SIGNAL CABLE	3,850	LF	\$ 5.00	\$ 19,250.00	\$ 4.95	\$ 19,057.50	-1.0%	\$ 3.00	\$ 11,550.00	-40.0%
179	VEHICLE SIGNAL HEAD (12", 3 SECTION)	23	EA	\$ 1,100.00	\$ 25,300.00	\$ 1,534.00	\$ 35,282.00	39.5%	\$ 1,125.00	\$ 25,875.00	2.3%
180	VEHICLE SIGNAL HEAD (12", 4 SECTION)	5	EA	\$ 1,269.38	\$ 6,346.90	\$ 1,902.00	\$ 9,510.00	49.8%	\$ 1,300.00	\$ 6,500.00	2.4%
181	MESSENGER CABLE 1/4"	650	LF	\$ 5.50	\$ 3,575.00	\$ 4.45	\$ 2,892.50	-19.1%	\$ 3.85	\$ 2,502.50	-30.0%
182	UNPAVED TRENCHING (1,2")	1,330	LF	\$ 12.00	\$ 15,960.00	\$ 16.00	\$ 21,280.00	33.3%	\$ 16.00	\$ 21,280.00	33.3%
183	DIRECTIONAL DRILL (1,2")	920	LF	\$ 24.00	\$ 22,080.00	\$ 37.50	\$ 34,500.00	56.3%	\$ 45.00	\$ 41,400.00	87.5%
184	DIRECTIONAL DRILL (2,2")	550	LF	\$ 35.00	\$ 19,250.00	\$ 48.50	\$ 26,675.00	38.6%	\$ 48.00	\$ 26,400.00	37.1%
185	TRACER WIRE	900	LF	\$ 10.00	\$ 9,000.00	\$ 1.40	\$ 1,260.00	-86.0%	\$ 1.50	\$ 1,350.00	-85.0%
186	JUNCTION BOX (STANDARD SIZE)	20	EA	\$ 725.00	\$ 14,500.00	\$ 851.00	\$ 17,020.00	17.4%	\$ 600.00	\$ 12,000.00	-17.2%
187	JUNCTION BOX (OVER-SIZED, HEAVY DUTY)	6	EA	\$ 725.00	\$ 4,350.00	\$ 2,013.00	\$ 12,078.00	177.7%	\$ 1,200.00	\$ 7,200.00	65.5%
188	GUY ASSEMBLY	4	EA	\$ 750.00	\$ 3,000.00	\$ 1,091.00	\$ 4,364.00	45.5%	\$ 825.00	\$ 3,300.00	10.0%
189	2" RISER W/ HEAT SHRINK TUBING	2	EA	\$ 1,650.00	\$ 3,300.00	\$ 1,356.00	\$ 2,712.00	-17.8%	\$ 975.00	\$ 1,950.00	-40.9%
190	INDUCTIVE LOOP SAWCUT	2,150	LF	\$ 8.00	\$ 17,200.00	\$ 15.00	\$ 32,250.00	87.5%	\$ 8.00	\$ 17,200.00	0.0%
191	LEAD-IN CABLE (14-2)	5,200	LF	\$ 4.00	\$ 20,800.00	\$ 3.70	\$ 19,240.00	-7.5%	\$ 2.00	\$ 10,400.00	-50.0%
192	COMMUNICATIONS CABLE (24-FIBER)	2,200	LF	\$ 5.55	\$ 12,210.00	\$ 4.75	\$ 10,450.00	-14.4%	\$ 4.15	\$ 9,130.00	-25.2%
193	DELINEATOR MARKER	6	EA	\$ 209.73	\$ 1,258.38	\$ 172.00	\$ 1,032.00	-18.0%	\$ 175.00	\$ 1,050.00	-16.6%
194	ETHERNET EDGE SWITCH	3	EA	\$ 5,400.00	\$ 16,200.00	\$ 6,867.00	\$ 20,601.00	27.2%	\$ 5,900.00	\$ 17,700.00	9.3%
195	INTERCONNECT CENTER	3	EA	\$ 2,558.00	\$ 7,674.00	\$ 2,674.00	\$ 8,022.00	4.5%	\$ 1,965.00	\$ 5,895.00	-23.2%
196	DROP CABLE	500	LF	\$ 4.71	\$ 2,355.00	\$ 3.80	\$ 1,900.00	-19.3%	\$ 3.25	\$ 1,625.00	-31.0%
197	SPICE ENCLOSURE	3	EA	\$ 3,870.00	\$ 11,610.00	\$ 2,055.00	\$ 6,165.00	-46.9%	\$ 1,800.00	\$ 5,400.00	-53.5%
198	TYPE II										

LINE ITEM	DESCRIPTION	QTY	UNIT	ENGINEER'S ESTIMATE		S. T. WOOTEN CORPORATION			BLYTHE CONSTRUCTION		
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	AMOUNT/ ENG. EST.	UNIT PRICE	TOTAL AMOUNT	AMOUNT/ ENG. EST.
221	REINFORCING STEEL (BRIDGE)	39,436	LB	\$ 2.50	\$ 98,590.00	\$ 1.70	\$ 67,041.20	-32.0%	\$ 1.50	\$ 59,154.00	-40.0%
222	SPIRAL COLUMN REINFORCING STEEL (BRIDGE)	2,783	LB	\$ 4.00	\$ 11,132.00	\$ 3.60	\$ 10,018.80	-10.0%	\$ 5.00	\$ 13,915.00	25.0%
223	54" PRESTRESSED CONCRETE GIRDERS	2,001.66	LF	\$ 400.00	\$ 800,664.00	\$ 385.00	\$ 770,639.10	-3.8%	\$ 450.00	\$ 900,747.00	12.5%
224	PILE DRIVING EQUIPMENT SETUP FOR HP 12 X 53 STEEL PILES	63	EA	\$ 1,500.00	\$ 94,500.00	\$ 945.00	\$ 59,535.00	-37.0%	\$ 800.00	\$ 50,400.00	-46.7%
225	HP 12 X 53 STEEL PILES	2,345	LF	\$ 75.00	\$ 175,875.00	\$ 64.00	\$ 150,080.00	-14.7%	\$ 55.00	\$ 128,975.00	-26.7%
226	STEEL PILE POINTS	63	EA	\$ 250.00	\$ 15,750.00	\$ 140.00	\$ 8,820.00	-44.0%	\$ 150.00	\$ 9,450.00	-40.0%
227	CONCRETE BARRIER RAIL	502.33	LF	\$ 147.39	\$ 74,038.42	\$ 145.00	\$ 72,837.85	-1.6%	\$ 180.00	\$ 90,419.40	22.1%
228	CONCRETE BARRIER RAIL WITH MOMENT SLAB	233	LF	\$ 3,500.00	\$ 815,500.00	\$ 540.00	\$ 125,820.00	-84.6%	\$ 400.00	\$ 93,200.00	-88.6%
229	104" CHAIN LINK FENCE	397	LF	\$ 15.00	\$ 5,955.00	\$ 196.00	\$ 77,812.00	1206.7%	\$ 200.00	\$ 79,400.00	1233.3%
230	4" SLOPE PROTECTION	26	SY	\$ 150.00	\$ 3,900.00	\$ 750.00	\$ 19,500.00	400.0%	\$ 200.00	\$ 5,200.00	33.3%
231	ELASTOMERIC BEARINGS	1	LS	LUMP SUM	\$ 5,000.00	LUMP SUM	\$ 12,000.00	140.0%	LUMP SUM	\$ 30,000.00	500.0%
232	ELECTRICAL CONDUIT SYSTEM FOR SIGNALS AT STA 22+77.76 -L-	1	LS	LUMP SUM	\$ 150,000.00	LUMP SUM	\$ 10,495.00	-93.0%	LUMP SUM	\$ 15,000.00	-90.0%
233	ELECTRICAL CONDUIT SYSTEM AT STA 22+77.76 -L-	1	LS	LUMP SUM	\$ 250,000.00	LUMP SUM	\$ 91,722.00	-63.3%	LUMP SUM	\$ 100,000.00	-60.0%
234	48" METAL HANDRAIL	914	LF	\$ 250.00	\$ 228,500.00	\$ 744.00	\$ 680,016.00	197.6%	\$ 800.00	\$ 731,200.00	220.0%
235	12" METAL HANDRAIL	703.41	LF	\$ 150.00	\$ 105,511.50	\$ 192.00	\$ 135,054.72	28.0%	\$ 200.00	\$ 140,682.00	33.3%
236	MOMENT SLAB WITH ELEVATED SIDEWALK	210	LF	\$ 500.00	\$ 105,000.00	\$ 2,200.00	\$ 462,000.00	340.0%	\$ 1,800.00	\$ 378,000.00	260.0%
237	MSE RETAINING WALL NO. 1	10,975	SF	\$ 130.00	\$ 1,426,750.00	\$ 102.13	\$ 1,120,876.75	-21.4%	\$ 90.00	\$ 987,750.00	-30.8%
238	MSE RETAINING WALL NO. 2	1,560	SF	\$ 100.00	\$ 156,000.00	\$ 99.55	\$ 155,298.00	-0.5%	\$ 90.00	\$ 140,400.00	-10.0%
239	MSE RETAINING WALL NO. 2A	510	SF	\$ 100.00	\$ 51,000.00	\$ 122.94	\$ 62,699.40	22.9%	\$ 90.00	\$ 45,900.00	-10.0%
240	MSE RETAINING WALL NO. 3	1,939	SF	\$ 120.00	\$ 232,680.00	\$ 110.97	\$ 215,170.83	-7.5%	\$ 90.00	\$ 174,510.00	-25.0%
241	MSE RETAINING WALL NO. 4	5,821	SF	\$ 105.00	\$ 611,205.00	\$ 113.63	\$ 661,440.23	8.2%	\$ 90.00	\$ 523,890.00	-14.3%
242	HANDRAIL FOR RETAINING WALL-2 AND WALL-3	695	LF	\$ 150.00	\$ 104,250.00	\$ 289.00	\$ 200,855.00	92.7%	\$ 350.00	\$ 243,250.00	133.3%
SUBTOTAL:					\$ 19,127,351.88		\$ 18,824,463.12			\$ 19,869,726.97	
BASE BID											
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	AMOUNT/ ENG. EST.	UNIT PRICE	TOTAL AMOUNT	AMOUNT/ ENG. EST.
7	BORROW EXCAVATION	173,000	CY	\$ 35.00	\$ 6,055,000.00	\$ 15.00	\$ 2,595,000.00	-57.1%	\$ 15.00	\$ 2,595,000.00	-57.1%
TOTAL (SUBTOTAL +BID A BORROW EXCAVATION):					\$ 25,182,351.88		\$ 21,419,463.12	-14.9%		\$ 22,464,726.97	-10.8%
ALTERNATE BID											
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	AMOUNT/ ENG. EST.	UNIT PRICE	TOTAL AMOUNT	AMOUNT/ ENG. EST.
7A	BORROW EXCAVATION	143,000	CY	\$ 35.00	\$ 5,005,000.00	\$ 15.00	\$ 2,145,000.00	-57.1%	\$ 15.50	\$ 2,216,500.00	-55.7%
7B	BORROW EXCAVATION (PLEASANT PARK)	30,000	CY	\$ 35.00	\$ 1,050,000.00	\$ 9.50	\$ 285,000.00	-72.9%	\$ 8.00	\$ 240,000.00	-77.1%
TOTAL (SUBTOTAL +BID B BORROW EXCAVATION):					\$ 25,182,351.88		\$ 21,254,463.12	-15.6%		\$ 22,326,226.97	-11.3%

				FRED SMITH COMPANY			CONTI CIVIL			CROWDER CONSTRUCTION		
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT	AMOUNT/ENG. EST.	UNIT PRICE	TOTAL AMOUNT	AMOUNT/ENG. EST.	UNIT PRICE	TOTAL AMOUNT	AMOUNT/ENG. EST.
1	MOBILIZATION	1	LS	LUMP SUM	\$ 110,000.00	-89.7%	LUMP SUM	\$ 1,245,000.00	17.0%	LUMP SUM	\$ 1,357,212.01	27.5%
2	CONSTRUCTION SURVEYING	1	LS	LUMP SUM	\$ 200,000.00	33.3%	LUMP SUM	\$ 280,000.00	86.7%	LUMP SUM	\$ 300,000.00	100.0%
3	CLEARING AND GRUBBING	1	LS	LUMP SUM	\$ 925,000.00	485.4%	LUMP SUM	\$ 6,288,967.00	3880.4%	LUMP SUM	\$ 250,000.00	58.2%
4	SUPPLEMENTARY CLEARING AND GRUBBING	1	AC	\$ 2,500.00	\$ 2,500.00	-78.3%	\$ 5,000.00	\$ 5,000.00	-56.5%	\$ 15,674.99	\$ 15,674.99	36.3%
5	UNCLASSIFIED EXCAVATION	6,400	CY	\$ 25.00	\$ 160,000.00	-16.7%	\$ 18.00	\$ 115,200.00	-40.0%	\$ 30.00	\$ 192,000.00	0.0%
6	UNDERCUT EXCAVATION	3,000	CY	\$ 20.00	\$ 60,000.00	-20.0%	\$ 28.00	\$ 84,000.00	12.0%	\$ 53.41	\$ 160,230.00	113.6%
7	BORROW EXCAVATION	SEE BELOW										
8	REMOVAL OF EXISTING ASPHALT PAVEMENT	660	SY	\$ 9.00	\$ 5,940.00	-25.0%	\$ 20.00	\$ 13,200.00	66.7%	\$ 40.70	\$ 26,862.00	239.2%
9	BREAKING OF EXISTING ASPHALT PAVEMENT	3,840	SY	\$ 2.00	\$ 7,680.00	-66.7%	\$ 5.00	\$ 19,200.00	-16.7%	\$ 11.61	\$ 44,582.40	93.5%
10	SELECT GRANULAR MATERIAL	3000	CY	\$ 40.00	\$ 120,000.00	33.3%	\$ 55.00	\$ 165,000.00	83.3%	\$ 108.33	\$ 324,990.00	261.1%
11	GEOTEXTILE FOR SOIL STABILIZATION	13,550	SY	\$ 4.00	\$ 54,200.00	-20.0%	\$ 5.00	\$ 67,750.00	0.0%	\$ 5.04	\$ 68,292.00	0.8%
12	TYPE 2 BRIDGE APPROACH FILL, STATION 22+77.76 -L-	1	LS	LUMP SUM	\$ 95,000.00	-36.7%	LUMP SUM	\$ 125,000.00	-16.7%	LUMP SUM	\$ 400,000.00	166.7%
13	FOUNDATION CONDITIONING MAT, MINOR STRS.	570	TN	\$ 30.00	\$ 17,100.00	-53.8%	\$ 55.00	\$ 31,350.00	-15.4%	\$ 70.15	\$ 39,985.50	7.9%
14	FOUNDATION CONDITIONING, GEOTEXTILE	1,780	SY	\$ 3.00	\$ 5,340.00	-50.0%	\$ 6.00	\$ 10,680.00	0.0%	\$ 5.40	\$ 9,612.00	-10.0%
15	15" RC PIPE CULVERTS, CLASS IV	3,200	LF	\$ 100.00	\$ 320,000.00	-13.0%	\$ 80.00	\$ 256,000.00	-30.4%	\$ 145.87	\$ 466,784.00	26.8%
16	18" RC PIPE CULVERTS, CLASS IV	1,444	LF	\$ 117.00	\$ 168,948.00	-6.4%	\$ 125.00	\$ 180,500.00	0.0%	\$ 162.55	\$ 234,722.00	30.0%
17	24" RC PIPE CULVERTS, CLASS IV	384	LF	\$ 170.00	\$ 65,280.00	-2.9%	\$ 130.00	\$ 49,920.00	-25.7%	\$ 227.26	\$ 87,267.84	29.9%
18	30" RC PIPE CULVERTS, CLASS IV	468	LF	\$ 175.00	\$ 81,900.00	-23.9%	\$ 175.00	\$ 81,900.00	-23.9%	\$ 288.11	\$ 134,835.48	25.3%
19	PIPE REMOVAL	1,341	LF	\$ 20.00	\$ 26,820.00	-33.3%	\$ 32.00	\$ 42,912.00	6.7%	\$ 22.55	\$ 30,239.55	-24.8%
20	FINE GRADING	1	LS	LUMP SUM	\$ 2,265,000.00	2165.0%	LUMP SUM	\$ 250,000.00	150.0%	LUMP SUM	\$ 590,000.00	490.0%
21	SHALLOW UNDERCUT	3,600	CY	\$ 24.00	\$ 86,400.00	-4.0%	\$ 32.00	\$ 115,200.00	28.0%	\$ 54.64	\$ 196,704.00	118.6%
22	CLASS IV SUBGRADE STABILIZATION	6,900	TN	\$ 34.00	\$ 234,600.00	-24.4%	\$ 37.00	\$ 255,300.00	-17.8%	\$ 40.00	\$ 276,000.00	-11.1%
23	AGGREGATE BASE COURSE	11,505	TN	\$ 40.00	\$ 460,200.00	-20.0%	\$ 37.00	\$ 425,685.00	-26.0%	\$ 35.00	\$ 402,675.00	-30.0%
24	MILLING ASPHALT PAVEMENT, 3" DEPTH	630	SY	\$ 18.00	\$ 11,340.00	-10.0%	\$ 17.00	\$ 10,710.00	-15.0%	\$ 16.84	\$ 10,609.20	-15.8%
25	INCIDENTAL MILLING	980	SY	\$ 22.00	\$ 21,560.00	69.2%	\$ 11.00	\$ 10,780.00	-15.4%	\$ 10.20	\$ 9,996.00	-21.5%
26	ASPHALT CONC BASE COURSE, TYPE B25.C	530	TN	\$ 120.00	\$ 63,600.00	41.2%	\$ 144.00	\$ 76,320.00	69.4%	\$ 136.73	\$ 72,466.90	60.9%
27	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.O	4,860	TN	\$ 95.00	\$ 461,700.00	18.8%	\$ 123.00	\$ 597,780.00	53.8%	\$ 117.35	\$ 570,321.00	46.7%
28	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	5,120	TN	\$ 93.00	\$ 476,160.00	-7.0%	\$ 91.00	\$ 465,920.00	-9.0%	\$ 86.73	\$ 444,057.60	-13.3%
29	ASPHALT BINDER FOR PLANT MIX	575	TN	\$ 700.00	\$ 402,500.00	-17.6%	\$ 600.00	\$ 345,000.00	-29.4%	\$ 576.53	\$ 331,504.75	-32.2%
30	ASPHALT PLANT MIX, PAVEMENT REPAIR	50	TN	\$ 225.00	\$ 11,250.00	-10.0%	\$ 350.00	\$ 17,500.00	40.0%	\$ 225.00	\$ 11,250.00	-10.0%
31	RIGHT-OF-WAY MARKERS	20	EA	\$ 300.00	\$ 6,000.00	-14.3%	\$ 312.00	\$ 6,240.00	-10.9%	\$ 225.00	\$ 4,500.00	-35.7%
32	6" PERFORATED SUBDRAIN PIPE	200	LF	\$ 20.00	\$ 4,000.00	-20.0%	\$ 8.50	\$ 1,700.00	-66.0%	\$ 32.28	\$ 6,456.00	29.1%
33	SUBDRAIN EXCAVATION	45	CY	\$ 50.00	\$ 2,250.00	25.0%	\$ 43.00	\$ 1,935.00	7.5%	\$ 113.96	\$ 5,128.20	184.9%
34	GEOTEXTILE FOR SUBSURFACE DRAINS	200	SY	\$ 8.00	\$ 1,600.00	60.0%	\$ 1.00	\$ 200.00	-80.0%	\$ 19.31	\$ 3,862.00	286.2%
35	SUBDRAIN COARSE AGGREGATE	34	CY	\$ 75.00	\$ 2,550.00	-25.0%	\$ 50.00	\$ 1,700.00	-50.0%	\$ 172.50	\$ 5,865.00	72.5%
36	SUBDRAIN PIPE OUTLET	1	EA	\$ 500.00	\$ 500.00	-44.4%	\$ 322.00	\$ 322.00	-64.2%	\$ 3,307.41	\$ 3,307.41	267.5%
37	6" OUTLET PIPE	6	LF	\$ 50.00	\$ 300.00	-50.0%	\$ 40.00	\$ 240.00	-60.0%	\$ 275.62	\$ 1,653.72	175.6%
38	ENDWALLS	2.4	CY	\$ 3,500.00	\$ 8,400.00	40.0%	\$ 3,500.00	\$ 8,400.00	40.0%	\$ 8,871.82	\$ 21,292.37	254.9%
39	PIPE COLLARS	0.798	CY	\$ 4,000.00	\$ 3,192.00	166.7%	\$ 3,500.00	\$ 2,793.00	133.3%	\$ 6,263.15	\$ 4,997.99	317.5%
40	MASONRY DRAINAGE STRUCTURES	58	EA	\$ 4,250.00	\$ 246,500.00	-15.0%	\$ 3,150.00	\$ 182,700.00	-37.0%	\$ 9,504.03	\$ 551,233.74	90.1%
41	MASONRY DRAINAGE STRUCTURES	127.84	LF	\$ 750.00	\$ 95,880.00	-16.7%	\$ 450.00	\$ 57,528.00	-50.0%	\$ 1,035.11	\$ 132,328.46	15.0%
42	FRAME WITH TWO GRATES, STD. 840.16	19	EA	\$ 1,300.00	\$ 24,700.00	36.8%	\$ 1,600.00	\$ 30,400.00	68.4%	\$ 1,585.50	\$ 30,124.50	66.9%
43	FRAME WITH GRATE & HOOD, STD. 840.03, TYPE E	2	EA	\$ 1,350.00	\$ 2,700.00	-10.0%	\$ 1,700.00	\$ 3,400.00	13.3%	\$ 1,585.50	\$ 3,171.00	5.7%
44	FRAME WITH GRATE & HOOD, STD. 840.03, TYPE F	28	EA	\$ 1,380.00	\$ 38,640.00	-8.0%	\$ 1,750.00	\$ 49,000.00	16.7%	\$ 1,585.50	\$ 44,394.00	5.7%
45	FRAME WITH GRATE & HOOD, STD. 840.03, TYPE G	8	EA	\$ 1,380.00	\$ 11,040.00	-8.0%	\$ 1,750.00	\$ 14,000.00	16.7%	\$ 1,585.50	\$ 12,684.00	5.7%
46	STEEL FRAME WITH TWO GRATES, STD. 840.37	1	EA	\$ 3,000.00	\$ 3,000.00	50.0%	\$ 3,550.00	\$ 3,550.00	77.5%	\$ 1,585.48	\$ 1,585.48	-20.7%
47	CONCRETE TRANSITIONAL SECTION FOR DROP INLET	5	EA	\$ 1,850.00	\$ 9,250.00	13.8%	\$ 1,500.00	\$ 7,500.00	-7.7%	\$ 1,352.04	\$ 6,760.20	-16.8%
48	REMOVABLE ORIFICE TRASH RACK	2	EA	\$ 4,500.00	\$ 9,000.00	800.0%	\$ 2,800.00	\$ 5,600.00	460.0%	\$ 7,735.12	\$ 15,470.24	1447.0%
49	1'-6" CONCRETE CURB & GUTTER	780	LF	\$ 27.65	\$ 21,567.00	-30.9%	\$ 37.00	\$ 28,860.00	-7.5%	\$ 32.65	\$ 25,467.00	-18.4%
50	2'-6" CONCRETE CURB & GUTTER	7,690	LF	\$ 32.10	\$ 246,849.00	-19.8%	\$ 30.00	\$ 230,700.00	-25.0%	\$ 26.28	\$ 202,093.20	-34.3%
51	9" X 12" CONCRETE CURB	2,210	LF	\$ 34.65	\$ 76,576.50	15.5%	\$ 25.00	\$ 55,250.00	-16.7%	\$ 21.43	\$ 47,360.30	-28.6%
52	4" CONCRETE SIDEWALK	5,850	SY	\$ 55.65	\$ 325,552.50	-7.3%	\$ 69.00	\$ 403,650.00	15.0%	\$ 45.92	\$ 268,632.00	-23.5%
53	CONCRETE CURB RAMP	25	EA	\$ 2,650.00	\$ 66,250.00	6.0%	\$ 3,600.00	\$ 90,000.00	44.0%	\$ 2,857.14	\$ 71,428.50	14.3%
54	6" CONCRETE DRIVEWAY	30	SY	\$ 125.00	\$ 3,750.00	4.2%	\$ 134.00	\$ 4,020.00	11.7%	\$ 112.25	\$ 3,367.50	-6.5%
55	4" CONCRETE ISLAND COVER	190	SY	\$ 57.15	\$ 10,858.50	-60.6%	\$ 53.00	\$ 10,070.00	-63.4%	\$ 51.02	\$ 9,693.80	-64.8%
56	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	950	SY	\$ 83.25	\$ 79,087.50	-20.7%	\$ 70.00	\$ 66,500.00	-33.3%	\$ 67.60	\$ 64,220.00	-35.6%
57	ADJUSTMENT OF CATCH BASIN	2	EA	\$ 3,000.00	\$ 6,000.00	100.0%	\$ 1,800.00	\$ 3,600.00	20.0%	\$ 1,500.00	\$ 3,000.00	0.0%
58	ADJUSTMENT OF METER BOXES OR VALVE BOXES	12	EA	\$ 750.00	\$ 9,000.00	-25.0%	\$ 1,800.00	\$ 21,600.00	80.0%	\$ 500.00	\$ 6,000.00	-50.0%
59	STEEL BEAM GUARDRAIL	1375	LF	\$ 23.00	\$ 31,625.00	-14.8%	\$ 25.00	\$ 34,375.00	-7.4%	\$ 23.00	\$ 31,625.00	-14.8%
60	STEEL BEAM GUARDRAIL, SHOP CURVE	125	LF	\$ 26.00	\$ 3,250.00	-7.1%	\$ 28.00	\$ 3,500.00	0.0%	\$ 26.00	\$ 3,250.00	-7.1%
61	ADDITIONAL GUARDRAIL POSTS	5	EA	\$ 25.00	\$ 125.00	-50.0%	\$ 53.00	\$ 265.00	6.0%	\$ 50.00	\$ 250.00	0.0%
62	GUARDRAIL END UNITS, TYPE AT-1	2	EA	\$ 995.00	\$ 1,990.00	32.7%	\$ 900.00	\$ 1,800.00	20.0%	\$ 850.00	\$ 1,700.00	13.3%
63	GUARDRAIL END UNITS, TYPE CAT-1	2	EA	\$ 1,100.00	\$ 2,200.00	29.4%	\$ 100.00	\$ 200.00	-88.2%	\$ 950.00	\$ 1,900.00	11.8%
64	GUARDRAIL ANCHOR UNITS, TYPE III	4	EA	\$ 2,400.00	\$ 9,600.00	4.3%	\$ 2,450.00	\$ 9,800.00	6.5%	\$ 2,300.00	\$ 9,200.00	0.0%
65	GUARDRAIL END UNIT, TYPE TL-3	6	EA	\$ 3,500.00	\$ 21,000.00	0.0%	\$ 3,300.00	\$ 19,800.00	-5.7%	\$ 3,100.00	\$ 18,600.00	-11.4%
66	IMPACT ATTENUATOR UNITS, TYPE TL-3	1	EA	\$ 30,500.00	\$ 30,500.00	22.0%	\$ 37,000.00	\$ 37,000.00	48.0%	\$ 35,000.00	\$ 35,000.00	40.0%
67	WOOD RUB RAIL	487.5	LF	\$ 20.00	\$ 9,750.00	-50.0%	\$ 13.00	\$ 6,3				

LINE ITEM	DESCRIPTION	QTY	UNIT	FRED SMITH COMPANY			CONTI CIVIL			CROWDER CONSTRUCTION		
				UNIT PRICE	TOTAL AMOUNT	AMOUNT/ ENG. EST.	UNIT PRICE	TOTAL AMOUNT	AMOUNT/ ENG. EST.	UNIT PRICE	TOTAL AMOUNT	AMOUNT/ ENG. EST.
111	ELECTRICAL DUCT, TYPE JA, SIZE 4"	85	LF	\$ 24.50	\$ 2,082.50	-18.3%	\$ 15.75	\$ 1,338.75	-47.5%	\$ 24.75	\$ 2,103.75	-17.5%
112	2-#8 W/G FEEDER CIRCUIT	995	LF	\$ 4.30	\$ 4,278.50	14.7%	\$ 8.40	\$ 8,358.00	124.0%	\$ 4.34	\$ 4,318.30	15.7%
113	2-#8 W/G FEEDER CIRCUIT IN 1.5" CONDUIT	85	LF	\$ 19.00	\$ 1,615.00	5.6%	\$ 15.75	\$ 1,338.75	-12.5%	\$ 19.19	\$ 1,631.15	6.6%
114	ELECTRICAL JUNCTION BOXES (IG30)	1	EA	\$ 7,309.00	\$ 7,309.00	735.3%	\$ 2,100.00	\$ 2,100.00	140.0%	\$ 7,382.83	\$ 7,382.83	743.8%
115	ELECTRICAL JUNCTION BOXES (CSJB, 36"x24")	1	EA	\$ 3,607.00	\$ 3,607.00	188.6%	\$ 2,100.00	\$ 2,100.00	68.0%	\$ 3,643.43	\$ 3,643.43	191.5%
116	POWER RISER	1	EA	\$ 7,113.00	\$ 7,113.00	103.2%	\$ 2,625.00	\$ 2,625.00	-25.0%	\$ 7,184.85	\$ 7,184.85	105.3%
117	CLASS B CONCRETE FOR ENCASEING UTILITY LINES	22.5	CY	\$ 875.00	\$ 19,687.50	59.1%	\$ 438.00	\$ 9,855.00	-20.4%	\$ 404.04	\$ 9,090.90	-26.5%
118	8" WATER LINE	20	LF	\$ 380.00	\$ 7,600.00	26.7%	\$ 375.00	\$ 7,500.00	25.0%	\$ 171.72	\$ 3,434.40	-42.8%
119	12" WATER LINE	700	LF	\$ 188.00	\$ 131,600.00	-24.8%	\$ 200.00	\$ 140,000.00	-20.0%	\$ 162.63	\$ 113,841.00	-34.9%
120	16" WATER LINE	668	LF	\$ 245.00	\$ 163,660.00	-10.9%	\$ 260.00	\$ 173,680.00	-5.5%	\$ 227.27	\$ 151,816.36	-17.4%
121	20" WATER LINE	2,320	LF	\$ 255.00	\$ 591,600.00	-21.5%	\$ 275.00	\$ 638,000.00	-15.4%	\$ 232.32	\$ 538,982.40	-28.5%
122	DUCTILE IRON WATER PIPE FITTINGS	7,940	LB	\$ 14.00	\$ 111,160.00	-6.7%	\$ 23.00	\$ 182,620.00	53.3%	\$ 18.18	\$ 144,349.20	21.2%
123	6" VALVE	6	EA	\$ 2,775.00	\$ 16,650.00	11.0%	\$ 2,800.00	\$ 16,800.00	12.0%	\$ 4,444.45	\$ 26,666.70	77.8%
124	8" VALVE	1	EA	\$ 3,500.00	\$ 3,500.00	-12.5%	\$ 3,800.00	\$ 3,800.00	-5.0%	\$ 5,454.55	\$ 5,454.55	36.4%
125	12" VALVE	1	EA	\$ 6,000.00	\$ 6,000.00	-20.0%	\$ 7,000.00	\$ 7,000.00	-6.7%	\$ 8,686.87	\$ 8,686.87	15.8%
126	16" VALVE	3	EA	\$ 14,000.00	\$ 42,000.00	-30.0%	\$ 15,800.00	\$ 47,400.00	-21.0%	\$ 18,080.81	\$ 54,242.43	-9.6%
127	20" VALVE	5	EA	\$ 30,000.00	\$ 150,000.00	0.0%	\$ 35,000.00	\$ 175,000.00	16.7%	\$ 36,161.62	\$ 180,808.10	20.5%
128	12" AIR RELEASE VALVE	1	EA	\$ 15,000.00	\$ 15,000.00	-25.0%	\$ 5,600.00	\$ 5,600.00	-72.0%	\$ 20,909.09	\$ 20,909.09	4.5%
129	20" BLOW OFF	1	EA	\$ 24,500.00	\$ 24,500.00	-18.3%	\$ 28,000.00	\$ 28,000.00	-6.7%	\$ 29,292.93	\$ 29,292.93	-2.4%
130	RECONNECT WATER METER	1	EA	\$ 3,400.00	\$ 3,400.00	100.0%	\$ 5,000.00	\$ 5,000.00	194.1%	\$ 4,747.47	\$ 4,747.47	179.3%
131	FIRE HYDRANT	6	EA	\$ 9,100.00	\$ 54,600.00	-9.0%	\$ 7,500.00	\$ 45,000.00	-25.0%	\$ 10,000.00	\$ 60,000.00	0.0%
132	FIRE HYDRANT LEG	150	LF	\$ 185.00	\$ 27,750.00	54.2%	\$ 200.00	\$ 30,000.00	66.7%	\$ 222.22	\$ 33,333.00	85.2%
133	4" DIA UTILITY MANHOLE	2	EA	\$ 9,300.00	\$ 18,600.00	-41.9%	\$ 5,800.00	\$ 11,600.00	-63.8%	\$ 8,282.83	\$ 16,565.66	-48.2%
134	ABANDON 8" UTILITY PIPE	15	LF	\$ 255.00	\$ 3,825.00	1059.1%	\$ 37.00	\$ 555.00	68.2%	\$ 13.13	\$ 196.95	-40.3%
135	ABANDON 12" UTILITY PIPE	2900	LF	\$ 26.50	\$ 76,850.00	20.5%	\$ 31.00	\$ 89,900.00	40.9%	\$ 13.13	\$ 38,077.00	-40.3%
136	REMOVE FIRE HYDRANT	4	EA	\$ 2,875.00	\$ 11,500.00	1.8%	\$ 900.00	\$ 3,600.00	-68.1%	\$ 2,525.25	\$ 10,101.00	-10.6%
137	REMOVE UTILITY MANHOLE	1	EA	\$ 3,700.00	\$ 3,700.00	38.4%	\$ 2,050.00	\$ 2,050.00	-23.3%	\$ 2,424.24	\$ 2,424.24	-9.3%
138	36" ENCASEMENT PIPE	182	LF	\$ 550.00	\$ 100,100.00	-21.4%	\$ 286.00	\$ 52,052.00	-59.1%	\$ 585.86	\$ 106,626.52	-16.3%
139	42" ENCASEMENT PIPE	120	LF	\$ 670.00	\$ 80,400.00	-16.3%	\$ 360.00	\$ 43,200.00	-55.0%	\$ 606.06	\$ 72,727.20	-24.2%
140	BORE AND JACK OF 42" ENCASEMENT PIPE	120	LF	\$ 855.00	\$ 102,600.00	-64.6%	\$ 530.00	\$ 63,600.00	-78.8%	\$ 626.26	\$ 75,151.20	-74.9%
141	BORE AND JACK OF 36" ENCASEMENT PIPE	182	LF	\$ 950.00	\$ 172,900.00	-62.0%	\$ 477.00	\$ 86,814.00	-80.9%	\$ 656.57	\$ 119,495.74	-73.7%
142	DUCT BANK	135	LF	\$ 800.00	\$ 108,000.00	33.3%	\$ 645.00	\$ 87,075.00	7.5%	\$ 1,173.79	\$ 158,461.65	95.6%
143	TEMPORARY SILT FENCE	20,110	LF	\$ 2.65	\$ 53,291.50	-47.0%	\$ 3.25	\$ 65,357.50	-35.0%	\$ 3.44	\$ 69,178.40	-31.2%
144	EROSION CONTROL STONE, CLASS A	450	TN	\$ 68.00	\$ 30,600.00	4.6%	\$ 72.00	\$ 32,400.00	10.8%	\$ 85.01	\$ 38,254.50	30.8%
145	EROSION CONTROL STONE, CLASS B	1,155	TN	\$ 50.00	\$ 57,750.00	-33.3%	\$ 73.00	\$ 84,315.00	-2.7%	\$ 85.57	\$ 98,833.35	14.1%
146	SEDIMENT CONTROL STONE	1,260	TN	\$ 45.00	\$ 56,700.00	-40.0%	\$ 59.00	\$ 74,340.00	-21.3%	\$ 68.92	\$ 86,839.20	-8.1%
147	TEMPORARY MULCHING	22	AC	\$ 500.00	\$ 11,000.00	-83.3%	\$ 1,050.00	\$ 23,100.00	-65.0%	\$ 1,605.00	\$ 35,310.00	-46.5%
148	SEED FOR TEMPORARY SEEDING	1,100	LB	\$ 3.00	\$ 3,300.00	-70.0%	\$ 4.75	\$ 5,225.00	-52.5%	\$ 2.00	\$ 2,200.00	-80.0%
149	FERTILIZER FOR TEMPORARY SEEDING	6	TN	\$ 500.00	\$ 3,000.00	-83.3%	\$ 1,155.00	\$ 6,930.00	-61.5%	\$ 1,092.00	\$ 6,552.00	-63.6%
150	TEMPORARY SLOPE DRAINS	795	LF	\$ 25.00	\$ 19,875.00	-16.7%	\$ 39.00	\$ 31,005.00	30.0%	\$ 38.34	\$ 30,480.30	27.8%
151	SAFETY FENCE	440	LF	\$ 2.00	\$ 880.00	-42.9%	\$ 2.30	\$ 1,012.00	-34.3%	\$ 2.85	\$ 1,254.00	-18.6%
152	SILT EXCAVATION	4,290	CY	\$ 10.00	\$ 42,900.00	-66.7%	\$ 37.50	\$ 160,875.00	25.0%	\$ 21.26	\$ 91,205.40	-29.1%
153	MATTING FOR EROSION CONTROL	20,550	SY	\$ 2.00	\$ 41,100.00	0.0%	\$ 2.10	\$ 43,155.00	5.0%	\$ 1.99	\$ 40,894.50	-0.5%
154	COIR FIBER MAT	100	SY	\$ 15.00	\$ 1,500.00	50.0%	\$ 15.75	\$ 1,575.00	57.5%	\$ 4.36	\$ 436.00	-56.4%
155	1/4" HARDWARE CLOTH	2,775	LF	\$ 4.00	\$ 11,100.00	-33.3%	\$ 4.75	\$ 13,181.25	-20.8%	\$ 4.75	\$ 13,181.25	-20.8%
156	SPECIAL STILLING BASINS	10	EA	\$ 150.00	\$ 1,500.00	-87.5%	\$ 570.00	\$ 5,700.00	-52.5%	\$ 475.00	\$ 4,750.00	-60.4%
157	COIR FIBER WATTLE	880	LF	\$ 10.50	\$ 9,240.00	-12.5%	\$ 11.00	\$ 9,680.00	-8.3%	\$ 14.50	\$ 12,760.00	20.8%
158	COIR FIBER WATTLE BARRIER	4,310	LF	\$ 10.50	\$ 45,255.00	-34.4%	\$ 11.00	\$ 47,410.00	-31.3%	\$ 14.50	\$ 62,495.00	-9.4%
159	FLOCCULANT	120	LB	\$ 10.50	\$ 1,260.00	-12.5%	\$ 11.00	\$ 1,320.00	-8.3%	\$ 23.75	\$ 2,850.00	97.9%
160	COIR FIBER BAFFLE	840	LF	\$ 5.00	\$ 4,200.00	-50.0%	\$ 5.25	\$ 4,410.00	-47.5%	\$ 8.55	\$ 7,182.00	-14.5%
161	2-1/2" SKIMMER	1	EA	\$ 3,500.00	\$ 3,500.00	62.8%	\$ 2,300.00	\$ 2,300.00	7.0%	\$ 2,830.00	\$ 2,830.00	31.6%
162	SEEDING AND MULCHING	24	AC	\$ 1,250.00	\$ 30,000.00	-60.9%	\$ 2,200.00	\$ 52,800.00	-31.3%	\$ 2,850.00	\$ 68,400.00	-10.9%
163	MOWING	21	AC	\$ 150.00	\$ 3,150.00	-50.0%	\$ 258.00	\$ 5,418.00	-14.0%	\$ 295.00	\$ 6,195.00	-1.7%
164	SEED FOR REPAIR SEEDING	250	LB	\$ 5.50	\$ 1,375.00	-45.0%	\$ 5.75	\$ 1,437.50	-42.5%	\$ 4.15	\$ 1,037.50	-58.5%
165	FERTILIZER FOR REPAIR SEEDING	1	TN	\$ 1,100.00	\$ 1,100.00	-56.0%	\$ 1,155.00	\$ 1,155.00	-53.8%	\$ 1,092.00	\$ 1,092.00	-56.3%
166	SEED FOR SUPPLEMENTAL SEEDING	575	LB	\$ 5.50	\$ 3,162.50	-21.4%	\$ 5.75	\$ 3,306.25	-17.9%	\$ 4.98	\$ 2,863.50	-28.9%
167	FERTILIZER TOPDRESSING	16.75	TN	\$ 500.00	\$ 8,375.00	-75.0%	\$ 1,155.00	\$ 19,346.25	-42.3%	\$ 1,092.00	\$ 18,291.00	-45.4%
168	SPECIALIZED HAND MOWING	10	MHR	\$ 135.00	\$ 1,350.00	8.0%	\$ 68.25	\$ 682.50	-45.4%	\$ 75.00	\$ 750.00	-40.0%
169	RESPONSE FOR EROSION CONTROL	100	EA	\$ 50.00	\$ 5,000.00	-85.7%	\$ 367.50	\$ 36,750.00	5.0%	\$ 50.00	\$ 5,000.00	-85.7%
170	MANUAL LITTER REMOVAL	12	MHR	\$ 110.00	\$ 1,320.00	-45.0%	\$ 52.50	\$ 630.00	-73.8%	\$ 79.00	\$ 948.00	-60.5%
171	LITTER DISPOSAL	4	TN	\$ 300.00	\$ 1,200.00	-60.0%	\$ 315.00	\$ 1,260.00	-58.0%	\$ 3,750.00	\$ 15,000.00	400.0%
172	MECHANICAL LITTER REMOVAL	2	SMI	\$ 2,000.00	\$ 4,000.00	33.3%	\$ 525.00	\$ 1,050.00	-65.0%	\$ 1,588.41	\$ 3,176.82	5.9%
173	CONCRETE WASHOUT STRUCTURE	4	EA	\$ 2,400.00	\$ 9,600.00	60.0%	\$ 530.00	\$ 2,120.00	-64.7%	\$ 1,951.16	\$ 7,804.64	30.1%
174	FABRIC INSERT INLET PROTECTION, TYPE 1 (HIGH FLOW)	126	EA	\$ 145.00	\$ 18,270.00	-63.8%	\$ 165.00	\$ 20,790.00	-58.8%	\$ 205.00	\$ 25,830.00	-48.8%
175	FABRIC INSERT INLET PROTECTION CLEANOUT	378	EA	\$ 125.00	\$ 47,250.00	-47.5%	\$ 120.00	\$ 45,360.00	-49.6%	\$ 89.00	\$ 33,642.00	-62.6%
176	CONSTRUCTION ENTRANCE TIRE WASH	4	EA	\$ 7,000.00	\$ 28,000.00	180.0%	\$ 2,150.00	\$ 8,600.00	-14.0%	\$ 4,987.76	\$ 19,951.04	99.5%
177	PEDESTRIAN SIGNAL HEAD (16", 1 SECTION WITH COUNTDOWN)	14	EA	\$ 1,483.00	\$ 20,762.00	34.8%	\$ 1,185.00	\$ 16,590.00	7.7%	\$ 1,497.98	\$ 20,971.72	36.2%
178	SIGNAL CABLE	3,850	LF	\$ 4.95	\$ 19,057.50	-1.0%	\$ 3.50	\$ 13,475.00	-30.0%	\$ 5.00	\$ 19,250.00	0.0%
179	VEHICLE SIGNAL HEAD (12", 3 SECTION)	23	EA	\$ 1,534.00	\$ 35,282.00	39.5%	\$ 1,350.00	\$ 31,050.00	22.7%	\$ 1,549.49	\$ 35,638.27	40.9%
180	VEHICLE SIGNAL HEAD (12", 4 SECTION)	5	EA	\$ 1,902.00	\$ 9,510.00	49.8%	\$ 1,550.00	\$ 7,750.00	22.1%	\$ 1,921.21	\$ 9,606.05	51.4%
181	MESSENGER CABLE 1/4"	650	LF	\$ 4.45	\$ 2,892.50	-19.1%	\$ 5.50	\$ 3,575.00	0.0%	\$ 4.49	\$ 2,918.50	-18.4%
182	UNPAVED TRENCHING (1.2")	1,330	LF	\$ 16.00	\$ 21,280.00	33.3%	\$ 19.00	\$ 25,270.00	58.3%	\$ 16.16	\$ 21,492.80	34.7%
183	DIRECTIONAL DRILL (1.2")	920	LF	\$ 37.50	\$ 34,500.00	56.3%	\$ 53.50	\$ 49,220.00	122.9%	\$ 37.88	\$ 34,849.60	57.8%
184	DIRECTIONAL DRILL (2.2")	550	LF	\$ 48.50	\$ 26,675.00	38.6%	\$ 57.00	\$ 31,350.00	62.9%	\$ 48.99	\$ 26,944.50	40.0%
185	TRACER WIRE	900	LF	\$ 1.40	\$ 1,260.00	-86.0%	\$ 1.75	\$ 1,575.00	-82.5%	\$ 1.41	\$ 1,269.00	-85.9%
186	JUNCTION BOX (STANDARD SIZE)	20	EA	\$ 851.00	\$ 17,020.00	17.4%	\$ 715.00	\$ 14,300.00	-1.4%	\$ 859.60	\$ 17,192.00	18.6%
187	JUNCTION BOX (OVER-SIZED, HEAVY DUTY)	6	EA	\$ 2,013.00	\$ 12,078.00	177.7%	\$ 1,430.00	\$ 8,580.00	97.2%	\$ 2,033.33	\$ 12,199.98	180.5%
188	GUY ASSEMBLY	4	EA	\$ 1,091.00	\$ 4,364.00	45.5%	\$ 1,000.00	\$ 4,000.00	33.3%	\$ 1,102.02	\$ 4,408.08	46.9%
189	2" RISER W/ HEAT SHRINK TUBING	2	EA	\$ 1,356.00	\$ 2,712.00	-17.8%	\$ 1,200.00	\$ 2,400.00	-27.3%	\$ 1,369.70	\$ 2,739.40	-17.0%
190	INDUCTIVE LOOP SAWCUT	2,150	LF	\$ 15.00	\$ 32,250.00	87.5%	\$ 10.00	\$ 21,500.00	25.0%	\$ 15.15	\$ 32,572.50	89.4%
191	LEAD-IN CABLE (14-2)	5,200	LF	\$ 3.70	\$ 19,240.00	-7.5%	\$ 2.30	\$ 11,960.00	-42.5%	\$ 3.74	\$ 19,448.00	-6.5%
192	COMMUNICATIONS CABLE (24- FIBER)	2,200	LF	\$ 4.75	\$ 10,450.00	-14.4%	\$ 5.0					

				FRED SMITH COMPANY			CONTI CIVIL			CROWDER CONSTRUCTION		
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT	AMOUNT/ ENG. EST.	UNIT PRICE	TOTAL AMOUNT	AMOUNT/ ENG. EST.	UNIT PRICE	TOTAL AMOUNT	AMOUNT/ ENG. EST.
221	REINFORCING STEEL (BRIDGE)	39,436	LB	\$ 2.75	\$ 108,449.00	10.0%	\$ 1.70	\$ 67,041.20	-32.0%	\$ 1.98	\$ 78,083.28	-20.8%
222	SPIRAL COLUMN REINFORCING STEEL (BRIDGE)	2,783	LB	\$ 4.75	\$ 13,219.25	18.8%	\$ 4.00	\$ 11,132.00	0.0%	\$ 4.37	\$ 12,161.71	9.3%
223	54" PRESTRESSED CONCRETE GIRDERS	2,001.66	LF	\$ 440.00	\$ 880,730.40	10.0%	\$ 380.00	\$ 760,630.80	-5.0%	\$ 601.28	\$ 1,203,558.12	50.3%
224	PILE DRIVING EQUIPMENT SETUP FOR HP 12 X 53 STEEL PILES	63	EA	\$ 1,000.00	\$ 63,000.00	-33.3%	\$ 500.00	\$ 31,500.00	-66.7%	\$ 6,000.00	\$ 378,000.00	300.0%
225	HP 12 X 53 STEEL PILES	2,345	LF	\$ 40.00	\$ 93,800.00	-46.7%	\$ 74.00	\$ 173,530.00	-1.3%	\$ 37.67	\$ 88,336.15	-49.8%
226	STEEL PILE POINTS	63	EA	\$ 150.00	\$ 9,450.00	-40.0%	\$ 180.00	\$ 11,340.00	-28.0%	\$ 251.57	\$ 15,848.91	0.6%
227	CONCRETE BARRIER RAIL	502.33	LF	\$ 160.00	\$ 80,372.80	8.6%	\$ 156.00	\$ 78,363.48	5.8%	\$ 171.14	\$ 85,968.76	16.1%
228	CONCRETE BARRIER RAIL WITH MOMENT SLAB	233	LF	\$ 700.00	\$ 163,100.00	-80.0%	\$ 1,136.00	\$ 264,688.00	-67.5%	\$ 711.40	\$ 165,756.20	-79.7%
229	104" CHAIN LINK FENCE	397	LF	\$ 45.00	\$ 17,865.00	200.0%	\$ 53.00	\$ 21,041.00	253.3%	\$ 50.00	\$ 19,850.00	233.3%
230	4" SLOPE PROTECTION	26	SY	\$ 220.00	\$ 5,720.00	46.7%	\$ 151.00	\$ 3,926.00	0.7%	\$ 200.00	\$ 5,200.00	33.3%
231	ELASTOMERIC BEARINGS	1	LS	LUMP SUM	\$ 13,000.00	160.0%	LUMP SUM	\$ 30,000.00	500.0%	LUMP SUM	\$ 72,066.35	1341.3%
232	ELECTRICAL CONDUIT SYSTEM FOR SIGNALS AT STA 22+77.76 -L-	1	LS	LUMP SUM	\$ 11,000.00	-92.7%	LUMP SUM	\$ 15,000.00	-90.0%	LUMP SUM	\$ 10,601.01	-92.9%
233	ELECTRICAL CONDUIT SYSTEM AT STA 22+77.76 -L-	1	LS	LUMP SUM	\$ 92,500.00	-63.0%	LUMP SUM	\$ 1,500.00	-99.4%	LUMP SUM	\$ 92,648.48	-62.9%
234	48" METAL HANDRAIL	914	LF	\$ 744.00	\$ 680,016.00	197.6%	\$ 790.00	\$ 722,060.00	216.0%	\$ 840.83	\$ 768,518.62	236.3%
235	12" METAL HANDRAIL	703.41	LF	\$ 200.00	\$ 140,682.00	33.3%	\$ 200.00	\$ 140,682.00	33.3%	\$ 274.25	\$ 192,910.19	82.8%
236	MOMENT SLAB WITH ELEVATED SIDEWALK	210	LF	\$ 1,000.00	\$ 210,000.00	100.0%	\$ 2,000.00	\$ 420,000.00	300.0%	\$ 2,975.68	\$ 624,892.80	495.1%
237	MSE RETAINING WALL NO. 1	10,975	SF	\$ 115.00	\$ 1,262,125.00	-11.5%	\$ 130.00	\$ 1,426,750.00	0.0%	\$ 142.57	\$ 1,564,705.75	9.7%
238	MSE RETAINING WALL NO. 2	1,560	SF	\$ 105.00	\$ 163,800.00	5.0%	\$ 100.00	\$ 156,000.00	0.0%	\$ 123.58	\$ 192,784.80	23.6%
239	MSE RETAINING WALL NO. 2A	510	SF	\$ 115.00	\$ 58,650.00	15.0%	\$ 115.00	\$ 58,650.00	15.0%	\$ 124.86	\$ 63,678.60	24.9%
240	MSE RETAINING WALL NO. 3	1,939	SF	\$ 115.00	\$ 222,985.00	-4.2%	\$ 145.00	\$ 281,155.00	20.8%	\$ 150.39	\$ 291,606.21	25.3%
241	MSE RETAINING WALL NO. 4	5,821	SF	\$ 120.00	\$ 698,520.00	14.3%	\$ 128.00	\$ 745,088.00	21.9%	\$ 160.01	\$ 931,418.21	52.4%
242	HANDRAIL FOR RETAINING WALL-2 AND WALL-3	695	LF	\$ 289.00	\$ 200,855.00	92.7%	\$ 315.00	\$ 218,925.00	110.0%	\$ 296.45	\$ 206,032.75	97.6%
SUBTOTAL:					\$ 19,689,453.40			\$ 24,955,712.00			\$ 23,810,530.84	
BASE BID												
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT	AMOUNT/ ENG. EST.	UNIT PRICE	TOTAL AMOUNT	AMOUNT/ ENG. EST.	UNIT PRICE	TOTAL AMOUNT	AMOUNT/ ENG. EST.
7	BORROW EXCAVATION	173,000	CY	\$ 20.50	\$ 3,546,500.00	-41.4%	\$ 0.01	\$ 1,730.00	-100.0%	\$ 19.27	\$ 3,333,710.00	-44.9%
TOTAL (SUBTOTAL +BID A BORROW EXCAVATION):					\$ 23,235,953.40	-7.7%		\$ 24,957,442.00	-0.9%		\$ 27,144,240.84	7.8%
ALTERNATE BID												
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT	AMOUNT/ ENG. EST.	UNIT PRICE	TOTAL AMOUNT	AMOUNT/ ENG. EST.	UNIT PRICE	TOTAL AMOUNT	AMOUNT/ ENG. EST.
7A	BORROW EXCAVATION	143,000	CY	\$ 19.00	\$ 2,717,000.00	-45.7%	\$ 0.01	\$ 1,430.00	-100.0%	\$ 19.27	\$ 2,755,610.00	-44.9%
7B	BORROW EXCAVATION (PLEASANT PARK)	30,000	CY	\$ 16.00	\$ 480,000.00	-54.3%	\$ 0.01	\$ 300.00	-100.0%	\$ 10.33	\$ 309,900.00	-70.5%
TOTAL (SUBTOTAL +BID B BORROW EXCAVATION):					\$ 22,886,453.40	-9.1%		\$ 24,957,442.00	-0.9%		\$ 26,876,040.84	6.7%

LINE ITEM	DESCRIPTION	QTY	UNIT	BRANCH CIVIL			THALLE CONSTRUCTION		
				UNIT PRICE	TOTAL AMOUNT	AMOUNT/ ENG. EST.	UNIT PRICE	TOTAL AMOUNT	AMOUNT/ ENG. EST.
1	MOBILIZATION	1	LS		\$ 710,219.75	-33.3%		\$ 1,900,000.00	-78.5%
2	CONSTRUCTION SURVEYING	1	LS	LUMP SUM	\$ 200,000.00	33.3%	LUMP SUM	\$ 210,000.00	40.0%
3	CLEARING AND GRUBBING	1	LS	LUMP SUM	\$ 151,000.00	-4.4%	LUMP SUM	\$ 1,500,000.00	849.4%
4	SUPPLEMENTARY CLEARING AND GRUBBING	1	AC	\$ 19,000.00	\$ 19,000.00	65.2%	\$ 15,000.00	\$ 15,000.00	30.4%
5	UNCLASSIFIED EXCAVATION	6,400	CY	\$ 20.00	\$ 128,000.00	-33.3%	\$ 15.00	\$ 96,000.00	-50.0%
6	UNDERCUT EXCAVATION	3,000	CY	\$ 11.50	\$ 34,500.00	-54.0%	\$ 15.00	\$ 45,000.00	-40.0%
7	BORROW EXCAVATION	SEE BELOW							
8	REMOVAL OF EXISTING ASPHALT PAVEMENT	660	SY	\$ 14.50	\$ 9,570.00	20.8%	\$ 12.00	\$ 7,920.00	0.0%
9	BREAKING OF EXISTING ASPHALT PAVEMENT	3,840	SY	\$ 9.50	\$ 36,480.00	58.3%	\$ 8.00	\$ 30,720.00	33.3%
10	SELECT GRANULAR MATERIAL	3000	CY	\$ 101.00	\$ 303,000.00	236.7%	\$ 75.00	\$ 225,000.00	150.0%
11	GEOTEXTILE FOR SOIL STABILIZATION	13,550	SY	\$ 5.50	\$ 74,525.00	10.0%	\$ 10.00	\$ 135,500.00	100.0%
12	TYPE 2 BRIDGE APPROACH FILL, STATION 22+77.76 -L-	1	LS	LUMP SUM	\$ 196,000.00	30.7%	LUMP SUM	\$ 300,000.00	100.0%
13	FOUNDATION CONDITIONING MAT, MINOR STRS.	570	TN	\$ 88.00	\$ 50,160.00	35.4%	\$ 125.00	\$ 71,250.00	92.3%
14	FOUNDATION CONDITIONING, GEOTEXTILE	1,780	SY	\$ 7.50	\$ 13,350.00	25.0%	\$ 15.00	\$ 26,700.00	150.0%
15	15" RC PIPE CULVERTS, CLASS IV	3,200	LF	\$ 121.00	\$ 387,200.00	5.2%	\$ 400.00	\$ 1,280,000.00	247.8%
16	18" RC PIPE CULVERTS, CLASS IV	1,444	LF	\$ 145.00	\$ 209,380.00	16.0%	\$ 450.00	\$ 649,800.00	260.0%
17	24" RC PIPE CULVERTS, CLASS IV	384	LF	\$ 183.00	\$ 70,272.00	4.6%	\$ 500.00	\$ 192,000.00	185.7%
18	30" RC PIPE CULVERTS, CLASS IV	468	LF	\$ 246.00	\$ 115,128.00	7.0%	\$ 600.00	\$ 280,800.00	160.9%
19	PIPE REMOVAL	1,341	LF	\$ 28.50	\$ 38,218.50	-5.0%	\$ 200.00	\$ 268,200.00	566.7%
20	FINE GRADING	1	LS	LUMP SUM	\$ 349,000.00	249.0%	LUMP SUM	\$ 325,000.00	225.0%
21	SHALLOW UNDERCUT	3,600	CY	\$ 25.00	\$ 90,000.00	0.0%	\$ 19.00	\$ 68,400.00	-24.0%
22	CLASS IV SUBGRADE STABILIZATION	6,900	TN	\$ 47.50	\$ 327,750.00	5.6%	\$ 47.00	\$ 324,300.00	4.4%
23	AGGREGATE BASE COURSE	11,505	TN	\$ 57.00	\$ 655,785.00	14.0%	\$ 50.00	\$ 575,250.00	0.0%
24	MILLING ASPHALT PAVEMENT, 3" DEPTH	630	SY	\$ 14.75	\$ 9,292.50	-26.3%	\$ 18.00	\$ 11,340.00	-10.0%
25	INCIDENTAL MILLING	980	SY	\$ 17.50	\$ 17,150.00	34.6%	\$ 15.00	\$ 14,700.00	15.4%
26	ASPHALT CONC BASE COURSE, TYPE B25.0C	530	TN	\$ 235.00	\$ 124,550.00	176.5%	\$ 230.00	\$ 121,900.00	170.6%
27	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	4,860	TN	\$ 105.00	\$ 510,300.00	31.3%	\$ 120.00	\$ 583,200.00	50.0%
28	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	5,120	TN	\$ 130.00	\$ 665,600.00	30.0%	\$ 135.00	\$ 691,200.00	35.0%
29	ASPHALT BINDER FOR PLANT MIX	575	TN	\$ 625.00	\$ 359,375.00	-26.5%	\$ 619.00	\$ 355,925.00	-27.2%
30	ASPHALT PLANT MIX, PAVEMENT REPAIR	50	TN	\$ 250.00	\$ 12,500.00	0.0%	\$ 255.00	\$ 12,750.00	2.0%
31	RIGHT-OF-WAY MARKERS	20	EA	\$ 433.00	\$ 8,660.00	23.7%	\$ 750.00	\$ 15,000.00	114.3%
32	6" PERFORATED SUBDRAIN PIPE	200	LF	\$ 11.25	\$ 2,250.00	-55.0%	\$ 50.00	\$ 10,000.00	100.0%
33	SUBDRAIN EXCAVATION	45	CY	\$ 43.50	\$ 1,957.50	8.8%	\$ 150.00	\$ 6,750.00	275.0%
34	GEOTEXTILE FOR SUBSURFACE DRAINS	200	SY	\$ 3.75	\$ 750.00	-25.0%	\$ 23.00	\$ 4,600.00	360.0%
35	SUBDRAIN COARSE AGGREGATE	34	CY	\$ 136.00	\$ 4,624.00	36.0%	\$ 216.00	\$ 7,344.00	116.0%
36	SUBDRAIN PIPE OUTLET	1	EA	\$ 494.00	\$ 494.00	-45.1%	\$ 150.00	\$ 150.00	-83.3%
37	6" OUTLET PIPE	6	LF	\$ 47.00	\$ 282.00	-53.0%	\$ 50.00	\$ 300.00	-50.0%
38	ENDWALLS	2.4	CY	\$ 5,800.00	\$ 13,920.00	132.0%	\$ 45,000.00	\$ 108,000.00	1700.0%
39	PIPE COLLARS	0.798	CY	\$ 6,000.00	\$ 4,788.00	300.0%	\$ 2,500.00	\$ 1,995.00	66.7%
40	MASONRY DRAINAGE STRUCTURES	58	EA	\$ 6,300.00	\$ 365,400.00	26.0%	\$ 15,000.00	\$ 870,000.00	200.0%
41	MASONRY DRAINAGE STRUCTURES	127.84	LF	\$ 650.00	\$ 83,096.00	-27.8%	\$ 5,000.00	\$ 639,200.00	455.6%
42	FRAME WITH TWO GRATES, STD. 840.16	19	EA	\$ 1,000.00	\$ 19,000.00	5.3%	\$ 950.00	\$ 18,050.00	0.0%
43	FRAME WITH GRATE & HOOD, STD. 840.03, TYPE E	2	EA	\$ 1,200.00	\$ 2,400.00	-20.0%	\$ 750.00	\$ 1,500.00	-50.0%
44	FRAME WITH GRATE & HOOD, STD. 840.03, TYPE F	28	EA	\$ 1,200.00	\$ 33,600.00	-20.0%	\$ 800.00	\$ 22,400.00	-46.7%
45	FRAME WITH GRATE & HOOD, STD. 840.03, TYPE G	8	EA	\$ 1,200.00	\$ 9,600.00	-20.0%	\$ 800.00	\$ 6,400.00	-46.7%
46	STEEL FRAME WITH TWO GRATES, STD. 840.37	1	EA	\$ 2,500.00	\$ 2,500.00	25.0%	\$ 3,630.00	\$ 3,630.00	81.5%
47	CONCRETE TRANSITIONAL SECTION FOR DROP INLET	5	EA	\$ 1,100.00	\$ 5,500.00	-32.3%	\$ 4,500.00	\$ 22,500.00	176.9%
48	REMOVABLE ORIFICE TRASH RACK	2	EA	\$ 2,700.00	\$ 5,400.00	440.0%	\$ 6,000.00	\$ 12,000.00	1100.0%
49	1'-6" CONCRETE CURB & GUTTER	780	LF	\$ 32.00	\$ 24,960.00	-20.0%	\$ 26.00	\$ 20,280.00	-35.0%
50	2'-6" CONCRETE CURB & GUTTER	7,690	LF	\$ 37.00	\$ 284,530.00	-7.5%	\$ 33.00	\$ 253,770.00	-17.5%
51	9" X 12" CONCRETE CURB	2,210	LF	\$ 40.00	\$ 88,400.00	33.3%	\$ 15.00	\$ 33,150.00	-50.0%
52	4" CONCRETE SIDEWALK	5,850	SY	\$ 117.00	\$ 684,450.00	95.0%	\$ 53.00	\$ 310,050.00	-11.7%
53	CONCRETE CURB RAMP	25	EA	\$ 3,100.00	\$ 77,500.00	24.0%	\$ 2,750.00	\$ 68,750.00	10.0%
54	6" CONCRETE DRIVEWAY	30	SY	\$ 144.00	\$ 4,320.00	20.0%	\$ 90.00	\$ 2,700.00	-25.0%
55	4" CONCRETE ISLAND COVER	190	SY	\$ 66.00	\$ 12,540.00	-54.5%	\$ 66.00	\$ 12,540.00	-54.5%
56	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	950	SY	\$ 96.00	\$ 91,200.00	-8.6%	\$ 72.00	\$ 68,400.00	-31.4%
57	ADJUSTMENT OF CATCH BASIN	2	EA	\$ 649.00	\$ 1,298.00	-56.7%	\$ 1,940.00	\$ 3,880.00	29.3%
58	ADJUSTMENT OF METER BOXES OR VALVE BOXES	12	EA	\$ 333.00	\$ 3,996.00	-66.7%	\$ 800.00	\$ 9,600.00	-20.0%
59	STEEL BEAM GUARDRAIL	1375	LF	\$ 27.50	\$ 37,812.50	1.9%	\$ 26.00	\$ 35,750.00	-3.7%
60	STEEL BEAM GUARDRAIL, SHOP CURVE	125	LF	\$ 31.00	\$ 3,875.00	10.7%	\$ 28.00	\$ 3,500.00	0.0%
61	ADDITIONAL GUARDRAIL POSTS	5	EA	\$ 60.00	\$ 300.00	20.0%	\$ 55.00	\$ 275.00	10.0%
62	GUARDRAIL END UNITS, TYPE AT-1	2	EA	\$ 1,000.00	\$ 2,000.00	33.3%	\$ 900.00	\$ 1,800.00	20.0%
63	GUARDRAIL END UNITS, TYPE CAT-1	2	EA	\$ 1,100.00	\$ 2,200.00	29.4%	\$ 1,000.00	\$ 2,000.00	17.6%
64	GUARDRAIL ANCHOR UNITS, TYPE III	4	EA	\$ 2,800.00	\$ 11,200.00	21.7%	\$ 2,500.00	\$ 10,000.00	8.7%
65	GUARDRAIL END UNIT, TYPE TL-3	6	EA	\$ 3,700.00	\$ 22,200.00	5.7%	\$ 3,300.00	\$ 19,800.00	-5.7%
66	IMPACT ATTENUATOR UNITS, TYPE TL-3	1	EA	\$ 42,000.00	\$ 42,000.00	68.0%	\$ 37,000.00	\$ 37,000.00	48.0%
67	WOOD RUB RAIL	487.5	LF	\$ 14.50	\$ 7,068.75	-63.8%	\$ 15.00	\$ 7,312.50	-62.5%
68	BLACK VINYL COATED CHAIN LINK FENCE, 60" FABRIC	1990	LF	\$ 33.50	\$ 66,665.00	59.5%	\$ 30.00	\$ 59,700.00	42.9%
69	RIP RAP, CLASS B	30	TN	\$ 99.00	\$ 2,970.00	23.8%	\$ 615.00	\$ 18,450.00	668.8%
70	GEOTEXTILE FOR DRAINAGE	2055	SY	\$ 3.00	\$ 6,165.00	-40.0%	\$ 23.00	\$ 47,265.00	360.0%
71	SUPPORTS, 3-LB STEEL U-CHANNEL	630	LF	\$ 28.50	\$ 17,955.00	185.0%	\$ 8.00	\$ 5,040.00	-20.0%
72	SIGN ERECTION, TYPE D	5	EA	\$ 395.00	\$ 1,975.00	203.8%	\$ 320.00	\$ 1,600.00	146.2%
73	SIGN ERECTION, TYPE E	34	EA	\$ 474.00	\$ 16,116.00	295.0%	\$ 215.00	\$ 7,310.00	79.2%
74	SIGN ERECTION, RELOCATE SIGN TYPE D	1	EA	\$ 474.00	\$ 474.00	216.0%	\$ 325.00	\$ 325.00	116.7%
75	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	24	EA	\$ 15.75	\$ 378.00	31.3%	\$ 15.00	\$ 360.00	25.0%
76	DISPOSAL OF SUPPORT, U-CHANNEL	3	EA	\$ 15.75	\$ 47.25	162.5%	\$ 15.00	\$ 45.00	150.0%
77	7" U-CHANNEL POST	6	EA	\$ 158.00	\$ 948.00	2533.3%	\$ 75.00	\$ 450.00	1150.0%
78	OBJECT MARKERS (END OF ROAD)	6	EA	\$ 316.00	\$ 1,896.00	5166.7%	\$ 400.00	\$ 2,400.00	6566.7%
79	BULLNOSE MARKERS	9	EA	\$ 948.00	\$ 8,532.00	480.7%	\$ 150.00	\$ 1,350.00	-8.1%
80	WORK ZONE SIGNS (STATIONARY)	459.5	SF	\$ 20.00	\$ 9,190.00	100.0%	\$ 8.00	\$ 3,676.00	-20.0%
81	WORK ZONE SIGNS (PORTABLE)	128	SF	\$ 12.25	\$ 1,568.00	-51.0%	\$ 9.00	\$ 1,152.00	-64.0%
82	WORK ZONE SIGNS (BARRICADE MOUNTED)	51.5	SF	\$ 16.00	\$ 824.00	60.0%	\$ 12.00	\$ 618.00	20.0%
83	PORTABLE CHANGEABLE MESSAGE SIGN	3	EA	\$ 17,900.00	\$ 53,700.00	-10.5%	\$ 10,000.00	\$ 30,000.00	-50.0%
84	DRUMS	152	EA	\$ 55.50	\$ 8,436.00	0.9%	\$ 50.00	\$ 7,600.00	-9.1%
85	CONES	40	EA	\$ 49.50	\$ 1,980.00	41.4%	\$ 40.00	\$ 1,600.00	14.3%
86	BARRICADES (TYPE III)	64	LF	\$ 49.50	\$ 3,168.00	10.0%	\$ 25.00	\$ 1,600.00	-44.4%
87	PEDESTRIAN CHANNELIZING DEVICES	30	LF	\$ 93.00	\$ 2,790.00	106.7%	\$ 45.00	\$ 1,350.00	0.0%
88	FLAGGER (BY DAY)	2	DY	\$ 692.00	\$ 1,384.00	53.8%	\$ 35.00	\$ 70.00	-92.2%
89	TEMPORARY CRASH CUSHIONS	2	EA	\$ 12,400.00	\$ 24,800.00	10.2%	\$ 5,500.00	\$ 11,000.00	-51.1%
90	PORTABLE CONCRETE BARRIER	485	LF	\$ 59.50	\$ 28,857.50	19.0%	\$ 80.00	\$ 38,800.00	60.0%
91	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	18,583	LF	\$ 1.25	\$ 23,228.75	-50.0%	\$ 2.00	\$ 37,166.00	-20.0%
92	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	3,020	LF	\$ 2.25	\$ 6,795.00	-10.0%	\$ 2.00	\$ 6,040.00	-20.0%
93	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	1,305	LF	\$ 13.75	\$ 17,943.75	450.0%	\$ 2.00	\$ 2,610.00	-20.0%
94	THERMOPLASTIC PAVEMENT MARKING SYMBOLS (90 MILS)	48	EA	\$ 173.00	\$ 8,304.00	-24.8%	\$ 7.00	\$ 336.00	-97.0%
95	THERMOPLASTIC PAVEMENT MARKING CHARACTERS (90 MILS)	8	EA	\$ 115.00	\$ 920.00	-42.5%	\$ 7.00	\$ 56.00	-96.5%
96	4" COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE 2	1,075	LF	\$ 4.00	\$ 4,300.00	-11.1%	\$ 3.00	\$ 3,225.00	-33.3%
97	8" COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE 2	160	LF	\$ 4.50	\$ 720.00	-50.3%	\$ 3.00	\$ 480.00	-66.9%
98	COLD APPLIED PLASTIC PAVEMENT MARKING CHARACTERS, TYPE 2	4	EA	\$ 462.00	\$ 1,848.00	54.0%	\$ 275.00	\$ 1,100.00	-8.3%
99	COLD APPLIED PLASTIC PAVEMENT MARKING SYMBOLS, TYPE 2	2	EA	\$ 462.00	\$ 924.00	27.8%	\$ 275.00	\$ 550.00	-23.9%
100	PAINT PAVEMENT MARKING LINES (4")	13,912	LF	\$ 0.75	\$ 10,434.00	-25.0%	\$ 3.00	\$ 41,736.00	200.0%
101	PAINT PAVEMENT MARKING LINES (8")	695	LF	\$ 1.00	\$ 695.00	0.0%	\$ 3.00	\$ 2,085.00	200.0%
102	PAINT PAVEMENT MARKING LINES (24")	115	LF	\$ 9.25	\$ 1,063.75	131.3%	\$ 3.00	\$ 345.00	-25.0%
103	PAINT PAVEMENT MARKING CHARACTERS	4	EA	\$ 92.50	\$ 370.00	151.7%	\$ 255.00	\$ 1,020.00	593.9%
104	PAINT PAVEMENT MARKING SYMBOLS	29	EA	\$ 92.50	\$ 2,682.50	85.0%	\$ 255.00	\$ 7,395.00	410.0%
105	PERMANENT RAISED PAVEMENT MARKERS	335	EA	\$ 10.50	\$ 3,517.50	-12.5%	\$ 80.00	\$ 26,800.00	566.7%
106	LIGHT STANDARD, TYPE MTL5, 25'	8	EA	\$ 6,600.00	\$ 52,800.00	57.1%	\$ 5,750.00	\$ 46,000.00	36.9%
107	ROADWAY LIGHT STANDARD LUMINAIRE - TYPE RDW 71W LED	8	EA	\$ 970.00	\$ 7,760.00	-11.8%	\$ 850.00	\$ 6,800.00	-22.7%
108	ELECTRIC SERVICE POLE, 30', CLASS 4	1	EA	\$ 4,600.00	\$ 4,600.00	338.1%	\$ 4,000.00	\$ 4,000.00	281.0%

LINE ITEM	DESCRIPTION	QTY	UNIT	BRANCH CIVIL			THALLE CONSTRUCTION		
				UNIT PRICE	TOTAL AMOUNT	AMOUNT/ ENG. EST.	UNIT PRICE	TOTAL AMOUNT	AMOUNT/ ENG. EST.
111	ELECTRICAL DUCT, TYPE JA, SIZE 4"	85	LF	\$ 29.00	\$ 2,465.00	-3.3%	\$ 26.00	\$ 2,210.00	-13.3%
112	2-#8 W/G FEEDER CIRCUIT	995	LF	\$ 5.00	\$ 4,975.00	33.3%	\$ 5.00	\$ 4,975.00	33.3%
113	2-#8 W/G FEEDER CIRCUIT IN 1.5" CONDUIT	85	LF	\$ 22.50	\$ 1,912.50	25.0%	\$ 21.00	\$ 1,785.00	16.7%
114	ELECTRICAL JUNCTION BOXES (IG30)	1	EA	\$ 8,600.00	\$ 8,600.00	882.9%	\$ 7,500.00	\$ 7,500.00	757.1%
115	ELECTRICAL JUNCTION BOXES (CSJB, 36"x24")	1	EA	\$ 4,200.00	\$ 4,200.00	236.0%	\$ 3,700.00	\$ 3,700.00	196.0%
116	POWER RISER	1	EA	\$ 8,400.00	\$ 8,400.00	140.0%	\$ 7,500.00	\$ 7,500.00	114.3%
117	CLASS B CONCRETE FOR ENCASING UTILITY LINES	22.5	CY	\$ 2,000.00	\$ 45,000.00	263.6%	\$ 350.00	\$ 7,875.00	-36.4%
118	8" WATER LINE	20	LF	\$ 204.00	\$ 4,080.00	-32.0%	\$ 1,500.00	\$ 30,000.00	400.0%
119	12" WATER LINE	700	LF	\$ 200.00	\$ 140,000.00	-20.0%	\$ 300.00	\$ 210,000.00	20.0%
120	16" WATER LINE	668	LF	\$ 216.00	\$ 144,288.00	-21.5%	\$ 400.00	\$ 267,200.00	45.5%
121	20" WATER LINE	2,320	LF	\$ 247.00	\$ 573,040.00	-24.0%	\$ 350.00	\$ 812,000.00	7.7%
122	DUCTILE IRON WATER PIPE FITTINGS	7,940	LB	\$ 18.00	\$ 142,920.00	20.0%	\$ 29.00	\$ 230,260.00	93.3%
123	6" VALVE	6	EA	\$ 2,000.00	\$ 12,000.00	-20.0%	\$ 50,000.00	\$ 300,000.00	1900.0%
124	8" VALVE	1	EA	\$ 2,800.00	\$ 2,800.00	-30.0%	\$ 60,000.00	\$ 60,000.00	1400.0%
125	12" VALVE	1	EA	\$ 3,500.00	\$ 3,500.00	-53.3%	\$ 80,000.00	\$ 80,000.00	966.7%
126	16" VALVE	3	EA	\$ 11,800.00	\$ 35,400.00	-41.0%	\$ 120,000.00	\$ 360,000.00	500.0%
127	20" VALVE	5	EA	\$ 31,500.00	\$ 157,500.00	5.0%	\$ 150,000.00	\$ 750,000.00	400.0%
128	12" AIR RELEASE VALVE	1	EA	\$ 20,100.00	\$ 20,100.00	0.5%	\$ 20,000.00	\$ 20,000.00	0.0%
129	20" BLOW OFF	1	EA	\$ 46,000.00	\$ 46,000.00	53.3%	\$ 80,000.00	\$ 80,000.00	166.7%
130	RECONNECT WATER METER	1	EA	\$ 2,000.00	\$ 2,000.00	17.6%	\$ 15,000.00	\$ 15,000.00	782.4%
131	FIRE HYDRANT	6	EA	\$ 6,700.00	\$ 40,200.00	-33.0%	\$ 45,000.00	\$ 270,000.00	350.0%
132	FIRE HYDRANT LEG	150	LF	\$ 130.00	\$ 19,500.00	8.3%	\$ 500.00	\$ 75,000.00	316.7%
133	4" DIA UTILITY MANHOLE	2	EA	\$ 9,700.00	\$ 19,400.00	-39.4%	\$ 85,000.00	\$ 170,000.00	431.3%
134	ABANDON 8" UTILITY PIPE	15	LF	\$ 31.00	\$ 465.00	40.9%	\$ 500.00	\$ 7,500.00	2172.7%
135	ABANDON 12" UTILITY PIPE	2900	LF	\$ 27.00	\$ 78,300.00	22.7%	\$ 10.00	\$ 29,000.00	-54.5%
136	REMOVE FIRE HYDRANT	4	EA	\$ 3,200.00	\$ 12,800.00	13.3%	\$ 25,000.00	\$ 100,000.00	785.0%
137	REMOVE UTILITY MANHOLE	1	EA	\$ 2,400.00	\$ 2,400.00	-10.2%	\$ 250.00	\$ 250.00	-90.7%
138	36" ENCASEMENT PIPE	182	LF	\$ 591.00	\$ 107,562.00	-15.6%	\$ 1,250.00	\$ 227,500.00	78.6%
139	42" ENCASEMENT PIPE	120	LF	\$ 748.00	\$ 89,760.00	-6.5%	\$ 1,500.00	\$ 180,000.00	87.5%
140	BORE AND JACK OF 42" ENCASEMENT PIPE	120	LF	\$ 1,100.00	\$ 132,000.00	-56.0%	\$ 2,500.00	\$ 300,000.00	0.0%
141	BORE AND JACK OF 36" ENCASEMENT PIPE	182	LF	\$ 1,000.00	\$ 182,000.00	-60.0%	\$ 5,000.00	\$ 910,000.00	100.0%
142	DUCT BANK	135	LF	\$ 1,500.00	\$ 202,500.00	150.0%	\$ 1,250.00	\$ 168,750.00	108.3%
143	TEMPORARY SILT FENCE	20,110	LF	\$ 3.00	\$ 60,330.00	-40.0%	\$ 6.00	\$ 120,660.00	20.0%
144	EROSION CONTROL STONE, CLASS A	450	TN	\$ 82.00	\$ 36,900.00	26.2%	\$ 126.00	\$ 56,700.00	93.8%
145	EROSION CONTROL STONE, CLASS B	1,155	TN	\$ 99.00	\$ 114,345.00	32.0%	\$ 148.00	\$ 170,940.00	97.3%
146	SEDIMENT CONTROL STONE	1,260	TN	\$ 73.00	\$ 91,980.00	-2.7%	\$ 132.00	\$ 166,320.00	76.0%
147	TEMPORARY MULCHING	22	AC	\$ 1,600.00	\$ 35,200.00	-46.7%	\$ 1,700.00	\$ 37,400.00	-43.3%
148	SEED FOR TEMPORARY SEEDING	1,100	LB	\$ 2.25	\$ 2,475.00	-77.5%	\$ 8.00	\$ 8,800.00	-20.0%
149	FERTILIZER FOR TEMPORARY SEEDING	6	TN	\$ 942.00	\$ 5,652.00	-68.6%	\$ 1,900.00	\$ 11,400.00	-36.7%
150	TEMPORARY SLOPE DRAINS	795	LF	\$ 40.50	\$ 32,197.50	35.0%	\$ 50.00	\$ 39,750.00	66.7%
151	SAFETY FENCE	440	LF	\$ 3.00	\$ 1,320.00	-14.3%	\$ 60.00	\$ 26,400.00	1614.3%
152	SILT EXCAVATION	4,290	CY	\$ 30.00	\$ 128,700.00	0.0%	\$ 32.00	\$ 137,280.00	6.7%
153	MATTING FOR EROSION CONTROL	20,550	SY	\$ 1.75	\$ 35,962.50	-12.5%	\$ 2.00	\$ 41,100.00	0.0%
154	COIR FIBER MAT	100	SY	\$ 8.25	\$ 825.00	-17.5%	\$ 8.00	\$ 800.00	-20.0%
155	1/4" HARDWARE CLOTH	2,775	LF	\$ 6.00	\$ 16,650.00	0.0%	\$ 16.00	\$ 44,400.00	166.7%
156	SPECIAL STILLING BASINS	10	EA	\$ 1,500.00	\$ 15,000.00	25.0%	\$ 2,600.00	\$ 26,000.00	116.7%
157	COIR FIBER WATTLE	880	LF	\$ 9.50	\$ 8,360.00	-20.8%	\$ 8.00	\$ 7,040.00	-33.3%
158	COIR FIBER WATTLE BARRIER	4,310	LF	\$ 14.25	\$ 61,417.50	-10.9%	\$ 8.00	\$ 34,480.00	-50.0%
159	FLOCCULANT	120	LB	\$ 4.75	\$ 570.00	-60.4%	\$ 12.00	\$ 1,440.00	0.0%
160	COIR FIBER BAFFLE	840	LF	\$ 16.00	\$ 13,440.00	60.0%	\$ 8.00	\$ 6,720.00	-20.0%
161	2-1/2" SKIMMER	1	EA	\$ 3,000.00	\$ 3,000.00	39.5%	\$ 2,000.00	\$ 2,000.00	-7.0%
162	SEEDING AND MULCHING	24	AC	\$ 2,800.00	\$ 67,200.00	-12.5%	\$ 3,400.00	\$ 81,600.00	6.3%
163	MOWING	21	AC	\$ 235.00	\$ 4,935.00	-21.7%	\$ 465.00	\$ 9,765.00	55.0%
164	SEED FOR REPAIR SEEDING	250	LB	\$ 4.75	\$ 1,187.50	-52.5%	\$ 8.00	\$ 2,000.00	-20.0%
165	FERTILIZER FOR REPAIR SEEDING	1	TN	\$ 1,200.00	\$ 1,200.00	-52.0%	\$ 1,800.00	\$ 1,800.00	-28.0%
166	SEED FOR SUPPLEMENTAL SEEDING	575	LB	\$ 4.00	\$ 2,300.00	-42.9%	\$ 8.00	\$ 4,600.00	14.3%
167	FERTILIZER TOPDRESSING	16.75	TN	\$ 1,100.00	\$ 18,425.00	-45.0%	\$ 1,900.00	\$ 31,825.00	-5.0%
168	SPECIALIZED HAND MOWING	10	MHR	\$ 165.00	\$ 1,650.00	32.0%	\$ 80.00	\$ 800.00	-36.0%
169	RESPONSE FOR EROSION CONTROL	100	EA	\$ 59.00	\$ 5,900.00	-83.1%	\$ 70.00	\$ 7,000.00	-80.0%
170	MANUAL LITTER REMOVAL	12	MHR	\$ 165.00	\$ 1,980.00	-17.5%	\$ 110.00	\$ 1,320.00	-45.0%
171	LITTER DISPOSAL	4	TN	\$ 106.00	\$ 424.00	-85.9%	\$ 660.00	\$ 2,640.00	-12.0%
172	MECHANICAL LITTER REMOVAL	2	SMI	\$ 589.00	\$ 1,178.00	-60.7%	\$ 155.00	\$ 310.00	-89.7%
173	CONCRETE WASHOUT STRUCTURE	4	EA	\$ 1,600.00	\$ 6,400.00	6.7%	\$ 1,850.00	\$ 7,400.00	23.3%
174	FABRIC INSERT INLET PROTECTION, TYPE 1 (HIGH FLOW)	126	EA	\$ 212.00	\$ 26,712.00	-47.0%	\$ 3.00	\$ 378.00	-99.3%
175	FABRIC INSERT INLET PROTECTION CLEANOUT	378	EA	\$ 212.00	\$ 80,136.00	-10.9%	\$ 46.00	\$ 17,388.00	-80.7%
176	CONSTRUCTION ENTRANCE TIRE WASH	4	EA	\$ 13,500.00	\$ 54,000.00	440.0%	\$ 2,550.00	\$ 10,200.00	2.0%
177	PEDESTRIAN SIGNAL HEAD (16", 1 SECTION WITH COUNTDOWN)	14	EA	\$ 2,100.00	\$ 29,400.00	90.9%	\$ 1,550.00	\$ 21,700.00	40.9%
178	SIGNAL CABLE	3,850	LF	\$ 5.75	\$ 22,137.50	15.0%	\$ 6.00	\$ 23,100.00	20.0%
179	VEHICLE SIGNAL HEAD (12", 3 SECTION)	23	EA	\$ 1,800.00	\$ 41,400.00	63.6%	\$ 1,750.00	\$ 40,250.00	59.1%
180	VEHICLE SIGNAL HEAD (12", 4 SECTION)	5	EA	\$ 2,200.00	\$ 11,000.00	73.3%	\$ 1,970.00	\$ 9,850.00	55.2%
181	MESSENGER CABLE 1/4"	650	LF	\$ 5.25	\$ 3,412.50	-4.5%	\$ 5.00	\$ 3,250.00	-9.1%
182	UNPAVED TRENCHING (1,2")	1,330	LF	\$ 18.75	\$ 24,937.50	56.3%	\$ 45.00	\$ 59,850.00	275.0%
183	DIRECTIONAL DRILL (1,2")	920	LF	\$ 44.00	\$ 40,480.00	83.3%	\$ 45.00	\$ 41,400.00	87.5%
184	DIRECTIONAL DRILL (2,2")	550	LF	\$ 57.00	\$ 31,350.00	62.9%	\$ 45.00	\$ 24,750.00	28.6%
185	TRACER WIRE	900	LF	\$ 1.75	\$ 1,575.00	-82.5%	\$ 2.00	\$ 1,800.00	-80.0%
186	JUNCTION BOX (STANDARD SIZE)	20	EA	\$ 1,000.00	\$ 20,000.00	37.9%	\$ 875.00	\$ 17,500.00	20.7%
187	JUNCTION BOX (OVER-SIZED, HEAVY DUTY)	6	EA	\$ 2,400.00	\$ 14,400.00	231.0%	\$ 2,050.00	\$ 12,300.00	182.8%
188	GUY ASSEMBLY	4	EA	\$ 1,300.00	\$ 5,200.00	73.3%	\$ 1,250.00	\$ 5,000.00	66.7%
189	2" RISER W/ HEAT SHRINK TUBING	2	EA	\$ 1,600.00	\$ 3,200.00	-3.0%	\$ 1,400.00	\$ 2,800.00	-15.2%
190	INDUCTIVE LOOP SAWCUT	2,150	LF	\$ 17.75	\$ 38,162.50	121.9%	\$ 20.00	\$ 43,000.00	150.0%
191	LEAD-IN CABLE (14-2)	5,200	LF	\$ 4.25	\$ 22,100.00	6.3%	\$ 4.00	\$ 20,800.00	0.0%
192	COMMUNICATIONS CABLE (24- FIBER)	2,200	LF	\$ 5.50	\$ 12,100.00	-0.9%	\$ 5.00	\$ 11,000.00	-9.9%
193	DELINEATOR MARKER	6	EA	\$ 203.00	\$ 1,218.00	-3.2%	\$ 180.00	\$ 1,080.00	-14.2%
194	ETHERNET EDGE SWITCH	3	EA	\$ 8,100.00	\$ 24,300.00	50.0%	\$ 7,250.00	\$ 21,750.00	34.3%
195	INTERCONNECT CENTER	3	EA	\$ 3,100.00	\$ 9,300.00	21.2%	\$ 2,750.00	\$ 8,250.00	7.5%
196	DROP CABLE	500	LF	\$ 4.50	\$ 2,250.00	-4.5%	\$ 4.00	\$ 2,000.00	-15.1%
197	SPICE ENCLOSURE	3	EA	\$ 2,400.00	\$ 7,200.00	-38.0%	\$ 2,250.00	\$ 6,750.00	-41.9%
198	TYPE II PEDESTAL WITH FOUNDATION	14	EA	\$ 4,700.00	\$ 65,800.00	42.4%	\$ 5,000.00	\$ 70,000.00	51.5%
199	SIGN FOR SIGNALS	24	EA	\$ 1,100.00	\$ 26,400.00	69.2%	\$ 1,000.00	\$ 24,000.00	53.8%
200	SIGNAL CABINET FOUNDATION	3	EA	\$ 5,600.00	\$ 16,800.00	250.0%	\$ 5,000.00	\$ 15,000.00	212.5%
201	CONTROLLER WITH CABINET (TYPE 2070LX, BASE MOUNTED)	3	EA	\$ 34,400.00	\$ 103,200.00	49.6%	\$ 3,250.00	\$ 9,750.00	-85.9%
202	DETECTOR CARD (TYPE 170)	19	EA	\$ 492.00	\$ 9,348.00	64.0%	\$ 450.00	\$ 8,550.00	50.0%
203	CABINET BASE EXTENDER	3	EA	\$ 668.00	\$ 2,004.00	-21.4%	\$ 600.00	\$ 1,800.00	-29.4%
204	METAL POLE WITH SINGLE MAST ARM	5	EA	\$ 44,900.00	\$ 224,500.00	95.2%	\$ 40,000.00	\$ 200,000.00	73.9%
205	METAL POLE WITH DUAL MAST ARM	2	EA	\$ 51,700.00	\$ 103,400.00	43.6%	\$ 50,000.00	\$ 100,000.00	38.9%
206	SOIL TEST	7	EA	\$ 3,200.00	\$ 22,400.00	166.7%	\$ 3,000.00	\$ 21,000.00	150.0%
207	DRILLED PIER FOUNDATION	56	CY	\$ 2,500.00	\$ 140,000.00	122.2%	\$ 2,500.00	\$ 140,000.00	122.2%
208	MAST ARM WITH METAL POLE DESIGN	7	EA	\$ 372.00	\$ 2,604.00	148.0%	\$ 350.00	\$ 2,450.00	133.3%
209	PROTECTIVE COATING FOR SINGLE MAST ARM POLE (BLACK)	5	EA	\$ 3,700.00	\$ 18,500.00	146.7%	\$ 3,250.00	\$ 16,250.00	116.7%
210	PROTECTIVE COATING FOR DUAL MAST ARM POLE (BLACK)	2	EA	\$ 3,500.00	\$ 7,000.00	133.3%	\$ 3,250.00	\$ 6,500.00	116.7%
211	PROTECTIVE COATING FOR TYPE II SIGNAL PEDESTAL (BLACK)	12	EA	\$ 125.00	\$ 1,500.00	-91.7%	\$ 125.00	\$ 1,500.00	-91.7%
212	MICROWAVE VEHICLE DETECTION SYSTEM - MULTIPLE ZONES	1	EA	\$ 38,000.00	\$ 38,000.00	-21.4%	\$ 3,500.00	\$ 3,500.00	-92.8%
213	SIDEWALK BRICK PAVERS	1,690	SY	\$ 237.00	\$ 400,530.00	216.0%	\$ 125.00	\$ 211,250.00	66.7%
214	BRICK VENEER TREATMENT TO MSE WALL	8,400	SF	\$ 40.00	\$ 336,000.00	150.0%	\$ 10.00	\$ 84,000.00	-37.5%
215	PRECAST CONCRETE NAMING PANELS	2	EA	\$ 38,100.00	\$ 76,200.00	592.7%	\$ 20,000.00	\$ 40,000.00	263.6%
216	DYNAMIC PILE TESTING	2	EA	\$ 2,400.00	\$ 4,800.00	-31.4%	\$ 2,500.00	\$ 5,000.00	-28.6%
217	REINFORCED CONCRETE DECK SLAB	17,342	SF	\$ 56.00	\$ 971,152.00	1.8%	\$ 100.00	\$ 1,734,200.00	81.8%
2									

				BRANCH CIVIL			THALLE CONSTRUCTION		
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT	AMOUNT/ ENG. EST.	UNIT PRICE	TOTAL AMOUNT	AMOUNT/ ENG. EST.
221	REINFORCING STEEL (BRIDGE)	39,436	LB	\$ 1.00	\$ 39,436.00	-60.0%	\$ 2.00	\$ 78,872.00	-20.0%
222	SPIRAL COLUMN REINFORCING STEEL (BRIDGE)	2,783	LB	\$ 2.50	\$ 6,957.50	-37.5%	\$ 4.00	\$ 11,132.00	0.0%
223	54" PRESTRESSED CONCRETE GIRDERS	2,001.66	LF	\$ 400.00	\$ 800,664.00	0.0%	\$ 450.00	\$ 900,747.00	12.5%
224	PILE DRIVING EQUIPMENT SETUP FOR HP 12 X 53 STEEL PILES	63	EA	\$ 5,600.00	\$ 352,800.00	273.3%	\$ 5,500.00	\$ 346,500.00	266.7%
225	HP 12 X 53 STEEL PILES	2,345	LF	\$ 1.00	\$ 2,345.00	-98.7%	\$ 200.00	\$ 469,000.00	166.7%
226	STEEL PILE POINTS	63	EA	\$ 185.00	\$ 11,655.00	-26.0%	\$ 200.00	\$ 12,600.00	-20.0%
227	CONCRETE BARRIER RAIL	502.33	LF	\$ 250.00	\$ 125,582.50	69.6%	\$ 400.00	\$ 200,932.00	171.4%
228	CONCRETE BARRIER RAIL WITH MOMENT SLAB	233	LF	\$ 936.00	\$ 218,088.00	-73.3%	\$ 900.00	\$ 209,700.00	-74.3%
229	104" CHAIN LINK FENCE	397	LF	\$ 59.50	\$ 23,621.50	296.7%	\$ 75.00	\$ 29,775.00	400.0%
230	4" SLOPE PROTECTION	26	SY	\$ 833.00	\$ 21,658.00	455.3%	\$ 800.00	\$ 20,800.00	433.3%
231	ELASTOMERIC BEARINGS	1	LS	LUMP SUM	\$ 12,700.00	154.0%	LUMP SUM	\$ 15,000.00	200.0%
232	ELECTRICAL CONDUIT SYSTEM FOR SIGNALS AT STA 22+77.76 -L-	1	LS	LUMP SUM	\$ 43,500.00	-71.0%	LUMP SUM	\$ 1,250.00	-99.2%
233	ELECTRICAL CONDUIT SYSTEM AT STA 22+77.76 -L-	1	LS	LUMP SUM	\$ 196,000.00	-21.6%	LUMP SUM	\$ 1,000.00	-99.6%
234	48" METAL HANDRAIL	914	LF	\$ 903.00	\$ 825,342.00	261.2%	\$ 1,000.00	\$ 914,000.00	300.0%
235	12" METAL HANDRAIL	703.41	LF	\$ 200.00	\$ 140,682.00	33.3%	\$ 200.00	\$ 140,682.00	33.3%
236	MOMENT SLAB WITH ELEVATED SIDEWALK	210	LF	\$ 1,800.00	\$ 378,000.00	260.0%	\$ 1,750.00	\$ 367,500.00	250.0%
237	MSE RETAINING WALL NO. 1	10,975	SF	\$ 138.00	\$ 1,514,550.00	6.2%	\$ 210.00	\$ 2,304,750.00	61.5%
238	MSE RETAINING WALL NO. 2	1,560	SF	\$ 118.00	\$ 184,080.00	18.0%	\$ 210.00	\$ 327,600.00	110.0%
239	MSE RETAINING WALL NO. 2A	510	SF	\$ 113.00	\$ 57,630.00	13.0%	\$ 210.00	\$ 107,100.00	110.0%
240	MSE RETAINING WALL NO. 3	1,939	SF	\$ 137.00	\$ 265,643.00	14.2%	\$ 220.00	\$ 426,580.00	83.3%
241	MSE RETAINING WALL NO. 4	5,821	SF	\$ 148.00	\$ 861,508.00	41.0%	\$ 222.00	\$ 1,292,262.00	111.4%
242	HANDRAIL FOR RETAINING WALL-2 AND WALL-3	695	LF	\$ 340.00	\$ 236,300.00	126.7%	\$ 236.00	\$ 164,020.00	57.3%
SUBTOTAL:					\$ 21,276,000.00			\$ 32,585,269.50	
BASE BID									
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT	AMOUNT/ ENG. EST.	UNIT PRICE	TOTAL AMOUNT	AMOUNT/ ENG. EST.
7	BORROW EXCAVATION	173,000	CY	\$ 38.00	\$ 6,574,000.00	8.6%	\$ 32.00	\$ 5,536,000.00	-8.6%
TOTAL (SUBTOTAL +BID A BORROW EXCAVATION):					\$ 27,850,000.00	10.6%		\$ 38,121,269.50	51.4%
ALTERNATE BID									
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT	AMOUNT/ ENG. EST.	UNIT PRICE	TOTAL AMOUNT	AMOUNT/ ENG. EST.
7A	BORROW EXCAVATION	143,000	CY	\$ 38.00	\$ 5,434,000.00	8.6%	\$ 32.00	\$ 4,576,000.00	-8.6%
7B	BORROW EXCAVATION (PLEASANT PARK)	30,000	CY	\$ 14.00	\$ 420,000.00	-60.0%	\$ 17.00	\$ 510,000.00	-51.4%
TOTAL (SUBTOTAL +BID B BORROW EXCAVATION):					\$ 27,130,000.00	7.7%		\$ 37,671,269.50	49.6%

TOWN OF APEX ROADS AND STRUCTURES CONSTRUCTION CONTRACT

FOR

Construction of Apex Peakway Southwest Connector, Transportation Infrastructure Project #U-5928 over
South Salem St. and CSX Railroad
Apex, NC

SCOPE OF WORK

Construct Apex Peakway Southwest Connector over South Salem St. and CSX Railroad in accordance with Construction Plans titled “U-5928 Wake Final Plans Combined_20240722_Part1”; and Construction Plans titled “U-5928 Wake Final Plans Cross Sections_20240719_Part2”; and Construction Plans titled “U-5928 Wake Final Structure Plans Combined_20240709_Part3”.

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**PURCHASE ORDER #
ROADS AND STRUCTURES
CONSTRUCTION CONTRACT**

THIS ROADS AND STRUCTURES CONSTRUCTION CONTRACT (the or this “Contract”) is effective the ____ day of _____ 2024, by and between, S. T. Wooten Corporation, a North Carolina corporation with its principal business offices located at 3801 Black Creek Rd SE, Wilson, NC 27893 (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 and operation of public streets and roadways which require construction, installation, evaluation, testing, inspection and other related services; 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

WHEREAS, the Town has complied with Article 8 of Chapter 143 of the North Carolina General Statutes in announcing its need for services of the nature described in this Contract through a “Request for Proposal” and associated advertisement.

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. DEFINITIONS

- A. “Contract Documents” is defined in Section 2 of this Contract.
- B. “Contractor” is the entity who has executed this Contract and furnished acceptable contract bonds.
- C. “Disadvantaged Business Enterprise” (DBE) is a firm certified as a Disadvantaged Business Enterprise through the North Carolina Unified Certification Program.
- D. “Final Acceptance” is the date on which the Town accepts the construction as totally complete excluding any observation periods not specifically made a part of the Work by the Contract Documents. This includes inspection and acceptance of the Work by the Town and the Inspector.
- E. “Inspection” means the examination of Work completed or in progress to determine its compliance with the Contract Documents.
- F. “Inspector” is Rummel, Klepper, & Kahl, LLP, acting directly or through a duly authorized representative, or any other inspector hired by the Town for the same purpose. Inspector inspects materials, installation, fabrication, erection, placement of components and connections requiring special expertise to ensure compliance with the approved Construction Documents and referenced standards.
- G. “Liquidated damages” is the amount stated in the Contract Documents reasonably estimated in advance to cover the consequential damages associated with the Town’s loss in not being able to

use the Project for its intended purposes at the end of the Contract's completion date by reason of failure of the Contractor to complete the Work within the time specified. Liquidated damages does not include the Town's extended contract administration costs (including but not limited to, additional fees for architectural and engineering services, testing services, inspection services, commissioning services, etc.), such other damages directly resulting from delays caused solely by the Contractor, or consequential damages identified in the bid documents that may be impacted by any delay caused solely by the Contractor (e.g. delays in start other projects that are dependent on the completion of this Project, extension of leases and/or maintenance agreements for other facilities).

- H. "Project" is the total construction Work to be performed under the Contract Documents by the Contractor and the Contractor's subcontractors.
- I. "Subcontractor" shall be an individual, partnership, firm, joint venture, LLC or corporation to whom the Contractor, with the written consent of the Town, sublets any part of the Contract.
- J. "Surety" means the bonding company which is bound with and for the Contractor, and which engages to be responsible for the Contractor and the Contractor's acceptable performance of the Work.
- K. "Time of Completion" is the consecutive calendar days measured from the date established in the written Notice to Proceed.
- L. "Town" is the Town of Apex. The Town's authorized representative and the representative's delegate may carry out the Town's responsibilities under this Contract.
- M. "Written Notice" is defined as notice in writing delivered to either the Contractor or Town as identified in the Contract Documents, in person or by registered by mail.
- N. "Work", when used as a noun, is the furnishing of all labor, materials, equipment and incidentals necessary or convenient to the successful completion of the Project, or any part, portion or phase thereof, and the carrying out of all duties and obligations imposed by the Contract.

2. SCOPE OF SERVICES

The Contractor agrees to provide all materials, equipment, machinery, tools, apparatus, power, sanitary facilities, means of transportation, incidentals, and labor necessary for the proper and lawful construction of the Apex Peakway Southwest Connector, NCDOT TIP #U-5928 over South Salem St. and CSX Railroad (hereinafter "Project"). The Project is located in Apex, NC and extends from just north of the intersection of Apex Peakway with Chickadee Lane to the intersection with Yateley Lane. The Project includes, but is not necessarily limited to, the following elements:

- 1. A bridge over South Salem Street and CSX Transportation railroad.
- 2. A connector loop from Apex Peakway to South Salem Street.
- 3. Retaining walls.
- 4. New sections of curb and gutter.
- 5. Sidewalks.
- 6. Storm drainage.
- 7. New traffic signals and supporting appurtenances.

Said construction will be performed in accordance with the "Contract Documents." The term "Contract Documents" includes this Contract and the following which are hereby incorporated into this Contract as if fully contained herein:

- A. Construction Plan sheets titled "U-5928 Wake Final Plans Combined_20240722_Part1"; and Construction Plans titled "U-5928 Wake Final Plans Cross Sections_20240719_Part2"; and Construction Plans titled "U-5928 Wake Final Structure Plans Combined_20240709_Part3".

- B. Town of Apex Contract Proposal TIP Number: U-5928 sealed and dated July 22, 2024, including all Project Special Provisions (hereinafter “Contract Proposal”).
- C. Form FHWA-1273 –Revised October 23, 2023.
- D. NC DOT 2024 Standard Specifications for Roads and Structures (hereinafter “Standard Specifications”)
- E. NC DOT 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
- H. Instructions to Bidders
- I. Execution of Bid
- J. Bid Form
- K. Bid Form Submission
- L. Bid Bond
- M. Accepted Form of Proposal
- N. Notice of Award
- O. Performance & Payment Bonds
- P. Power of Attorney
- Q. Notice to Proceed
- R. Special Provisions
- S. Addenda:
 - 1. No. 1, Dated: July 19, 2024
- T. Certificate(s) of Insurance
- U. Affidavits

The 2024 North Carolina Department of Transportation Standard Specifications for Roads and Structures and the 2024 NC DOT Roadway Standard Drawings are modified only as identified in the Contract Proposal. The terms and conditions of this Contract are supplemental to and do not and are not intended to replace or modify the Contract Proposal, Standard Specifications, 2024 NC DOT Roadway Standard Drawings, US DOT Manual on Uniform Traffic Control Devices for Streets and Highways (11th Edition), as amended by the NC DOT Supplement to MUTCD, or Form FHWA-1273 –Revised October 23, 2023. It is understood by the Parties that, except where it would conflict with or be inconsistent with state or federal law, references to “Department”, “Department of Transportation”, or “Engineer” in the Standard Specifications shall also apply equally to the Town for the purposes of this Contract and all authorities, rights, decisions, and determinations granted to the “Department”, “Department of Transportation”, or “Engineer” in the Standard Specifications are shared by the Town pursuant to this Contract.

3. TIME OF COMMENCEMENT AND COMPLETION

- A. Contractor shall commence and complete the Work required in this Contract in accordance with the timelines and schedule provided in the Contract Proposal and Standard Specifications.
- B. 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 accordance with the terms of the Contract Proposal and Standard Specifications. 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.

- C. Extension of the completion date, intermediate completion date, or intermediate completion time will be governed by the Contract Proposal and Standard Specifications.
- D. Contractor shall notify its Surety in writing of any granted extension of time.

4. CONSIDERATION AND PAYMENT OF SERVICES

In consideration of the above services, the Town will pay the Contractor, subject to additions and deductions as provided in the Contract Documents, as follows:

Total Sum: Twenty-one million, two hundred fifty-four thousand, four hundred sixty-three dollars & twelve cents (\$21,254,463.12).

Summary of Contract Award:

Alternate Bid: \$21,254,463.12

- A. Measurement of Quantities and Payment to the Contractor shall be governed by the Contract Proposal and Standard Specifications. No later than the fifth day of the month, the Contractor shall submit application for payment reflecting work completed during the preceding calendar month to the Inspector. The Inspector will prepare monthly progress/payment estimates and will review the Contractor's payment application and make a recommendation to the Town.
- B. Retainage: In accordance with the Contract Documents the Town will not retain any amount or percentage from progress payments or final estimates due the Contractor. Contractor shall not retain any amount or percentage from monies due its subcontractors or materials suppliers except as permitted by Subarticle 109-4(B) of the Standard Specifications.
- C. If payment in accordance with the pay application is recommended by the Inspector and approved by the Town, the Town will process payment within 30 days of approval. 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.

5. FINAL PAYMENT

- A. Upon completion, the Contractor shall submit to the Town all documents required for the processing of the final payment as detailed in the Standard Specifications. Final payment will be made within

forty-five (45) days after acceptance of all work by the Town and after receipt of the final pay request which shall include the Contractor's affidavit, sworn and notarized, 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, and no claims or liens exist against Contractor in connection with this Contract."

The Town may withhold payment for any of the reasons identified in the Contract Documents as well as the following reasons:

1. Faulty or defective work has not been corrected.
2. The unpaid balance remaining on the Contract is not sufficient to complete the work in the sole judgement and discretion of the Town.
3. To provide a sufficient contract balance to cover liquidated damages that will be assessed.
4. Evidence that subcontractors have not been paid.

6. CONSTRUCTION SUPERVISION AND INSPECTION OF WORK

Construction Supervision and Inspection of Work shall be governed by Section 105 of the Standard Specifications. In addition:

- A. Throughout the progress of the Work, the Contractor shall keep at the job site, a competent superintendent and supervisory staff satisfactory to the Town. The superintendent and supervisory staff shall not be changed without the consent of the Town unless said superintendent ceases to be employed by the Contractor or ceases to be competent as determined by the Contractor or Town. The superintendent and other staff designated by the Contractor in writing shall have authority to act on behalf of the Contractor, and instructions, directions or notices given to the superintendent shall be as binding as if given to the Contractor. However, directions, instructions, and notices shall be confirmed in writing.
- B. Contractor shall examine and study the drawings and specifications and fully understand the Project design and shall provide constant and efficient supervision to the Work. Should Contractor discover any discrepancies of any sort in the drawings or specifications, Contractor shall report them to the Town without delay. Contractor will not be held responsible for discrepancies in the drawings and/or specifications but shall be held responsible to report them should they become known to Contractor.
- C. Contractor is required to attend job site progress conferences as called by the Town or Inspector. The Contractor shall be represented at these job progress conferences by both home office and Project personnel. These representatives shall have authority to act on behalf of the Contractor. These meetings shall be open to subcontractors, material suppliers and any others who can contribute toward maintaining required job progress. It shall be the principal purpose of these meetings, or conferences, to effect coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the Project on schedule and to complete the Project within the specified contract time. The Contractor shall be prepared to assess progress of the Work as required in the Contract Documents and to recommend remedial measures for correction of progress as may be appropriate.

- D. It is a condition of this Contract that the Work shall be subject to inspection during normal working hours and during any time Work is in preparation and progress by the Town and the Inspector designated by the Town, and those persons required by state law to test Work for official approval. The Contractor shall therefore provide safe access to the Work at all times for such inspections.
- E. Where special inspection or testing is required by virtue of any state laws, instructions of the Town or Inspector, specifications, or codes, the Contractor shall give adequate notice to the Town of the time set for such inspection or test. Such special tests or inspections will be made in the presence of the Town's representative and Inspector, and it shall be the Contractor's responsibility to serve ample notice of such tests.
- F. Should any Work be covered up or concealed prior to inspection and approval by the Town or Inspector, such Work shall be uncovered or exposed for inspection, if requested by the Town. Inspection of the Work will be made upon notice from the Contractor that the Work has been uncovered or exposed.

7. USE OF PREMISES

- A. Contractor shall confine its apparatus, the storage of materials and the operations of its workers to limits indicated by law, ordinances, permits or directions of the Town and shall not exceed those established limits in its operations.
- B. Contractor shall follow the Town's instructions regarding signs and advertisements.
- C. No firearms, any type of alcoholic beverages, or drugs (other than those prescribed by a physician) will be permitted at the job site.

8. PROTECTION OF WORK, PROPERTY AND THE PUBLIC

Contractor shall maintain and protect the Project consistent with Sections 104, 105, and 107 of the Standard Specifications. In addition:

- A. The Contractor shall be responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the Town, and by laws or ordinances governing such conditions. Contractor shall be responsible for any damage to the Town's property, or of that of others on the job, by them, their personnel, or their subcontractors, and shall pay for or repair any such damages. Contractor shall be responsible for and pay for any damages caused to the Town.
- B. The Contractor shall provide cover and protect all portions of the Project being constructed when the Work is not in progress as needed, provide and set all temporary covers and all other materials necessary to protect all the Work on the Project, whether set by the Contractor, or any of the subcontractors. Any Work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the Town.
- C. The Contractor shall provide all necessary safety measures for the protection of all persons on the job and shall fully comply with all state laws or regulations to prevent accident or injury to persons on or about the location of the Work. Contractor shall clearly mark or post signs warning

of hazards existing and shall barricade excavations and similar hazards. Contractor shall protect against damage or injury resulting from falling materials and shall maintain all protective devices and signs throughout the progress of the Work.

- D. In the event of emergency affecting the safety of life, the protection of Work, or the safety of adjoining properties, the Contractor is hereby authorized to act at Contractor's own discretion, without further authorization from anyone, to prevent such threatened injury or damage.
- E. Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the Contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

9. UTILITIES

Contractor shall provide necessary and adequate facilities for water, electricity, gas, oil, sewer and other utility services which may be necessary and required for completion of the Project. Any permanent meters installed shall be listed in the Contractor's name until Work has a Final Acceptance. The Contractor will be solely responsible for all utility costs prior to Final Acceptance. Coordination of the Work of the utility companies during construction is the sole responsibility of the Contractor and shall be governed by Section 105-8 of the Standard Specifications.

10. EXTRA WORK AND CHANGES IN THE WORK

Extra work and changes in the Works shall be governed by Sections 104-3 through 104-9 of the Standard Specifications.

11. 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 breaches the Contract, the Town, after seven (7) calendar days' written notice to the Contractor, may perform or have performed that portion of the Work in accordance with the terms of the Standard Specifications.

12. FINAL INSPECTION AND FINAL ACCEPTANCE

- A. Upon notification from the Contractor that the Project is complete and ready for inspection, the Town and the Inspector shall complete a final inspection to verify that the Project is complete. The Contractor shall schedule the final inspection at a time and date acceptable to the Town and Inspector.
- B. Inspection and Acceptance of the Project shall be governed by Section 105 of the Standard Specifications.

13. CORRECTION OF WORK PRIOR TO FINAL PAYMENT

- A. Any Work, materials, fabricated items or other parts of the Work which are not in accordance with the Contract shall be promptly removed from the Work site by the Contractor and shall be immediately replaced by new Work in accordance with the Contract Documents at no additional cost to the Town. Work or property of other contractors or the Town, damaged

or destroyed by virtue of such faulty Work, shall be made good at the expense of the Contractor.

- B. Correction of faulty Work described above shall commence within twenty-four (24) hours after receipt of notice from the Town, and shall make satisfactory progress, as determined by the Town, until completed.
- C. Should Contractor fail to proceed with the corrections in a timely fashion Town may complete the Work in accordance with the Contract Documents.

14. CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final payment or use of the Project by the Town, nor any provision of the Contract, nor any other act or instrument of the Town, shall relieve the Contractor from responsibility for negligence, or faulty material or workmanship, or failure to comply with the drawings and specifications. Contractor shall correct or make good any defects due thereto and repair any damage resulting there from, which may appear during the guarantee period following Final Acceptance of the Work. The Town will report any defects as they may appear to the Contractor and establish a time limit for completion of corrections by the Contractor. The Town will be the judge as to the responsibility for correction of defects.

15. DISADVANTAGED BUSINESS ENTERPRISE

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

16. 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 the Contract Documents. 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.

17. 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).

18. QUALITY AND WORKERSHIP

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 and in accordance with the Contract Documents.

19. 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.

20. BOND REQUIREMENTS

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 executed 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 conformity with N.C.G.S. 44A-33 and countersigned by an authorizing agent of the bonding company.

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.

21. CONTRACTOR'S WARRANTIES

The Contractor, in executing this Contract, unconditionally guarantees the materials and workmanship against latent and patent 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 case 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. Specific warranty information and requirements are as detailed in the Standard Specifications.

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.

22. 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.

All indemnifications of the "Board" or "Department" referenced in the Standard Specifications shall apply equally and in the same capacity to the Town.

23. INSURANCE

Work under this Contract shall not begin until the Contractor has obtained all required insurance set forth below and verifying certificates of insurance have been provided to the Town. All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this Contract. These certificates shall document that coverages afforded under the policies will not be cancelled, reduced in amount or eliminated without written notice, by certified mail, to the Town of such alteration or cancellation. 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.

a. Worker's Compensation and Employer's Liability

The Contractor shall provide and maintain, until Final Acceptance, Worker's compensation insurance as required by law, and as employer's liability coverage with a minimum limit of \$1,000,000.

b. Public Liability and Property Damage

The Contractor shall provide and maintain, until Final Acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this Contract, whether such operations be by the Contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Commercial General Liability:

Each Occurrence: Five Million (\$5,000,000)

General Aggregate: Five Million (\$5,000,000)

Products-Completed/Operations Aggregate: Five Million (\$5,000,000)

Such coverage for completed operations must be maintained for at least two (2) years following Final Acceptance of the Work performed under the Contract.

c. **Commercial Automobile Liability Coverage**

The Contractor shall purchase and maintain, until Final Acceptance, commercial automobile liability insurance as follows:

Combined Single Limit Per Accident: Two Million (\$2,000,000) for bodily injury, death of any person, and property damage covering vehicles owned, non-owned, and hired by Contractor and used during construction.

d. **Environmental Pollution Liability**

If the Work includes the use or release of pollutants Contractor shall maintain Environmental Pollution Liability in the following minimum amounts:

Each Occurrence: Two Million (\$1,000,000)

Aggregate: Four Million (\$4,000,000)

e. **Deductible**

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Contractor.

f. **Other Insurance**

The Contractor shall obtain such additional insurance as may be required by the Town or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

Commercial General Liability and Commercial Automobile Liability limits can be satisfied under a combination of Primary and Umbrella/Excess Liability Insurance policies.

Waiver of Subrogation is required on General Liability, Auto Liability, Worker's Compensation and Umbrella policies.

Town of Apex is to be named as Additional Insured on General Liability and Automobile Liability policies.

g. **Proof of Carriage**

The Contractor shall furnish the Town with satisfactory proof of carriage of the insurance required before approval of the insurance is granted by the Town.

24. SUBCONTRACTORS

Contractor shall be fully responsible for Contractor's 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 a 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.

25. 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 Contractor 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 or breach any material term or condition of the Contract Documents, the Town shall have the right to declare default of the Contract. Breach of the Contract by the Contractor shall be governed by Section 108 of the Standard Specifications.

26. TERMINATION

The Town may terminate this Contract in accordance with the terms provided in Section 108 of the Standard Specifications.

27. 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 in person by registered mail to the address specified below.

TO CONTRACTOR: S. T. Wooten Corporation Attn: Matthew Davis PO Box 2408 Wilson, NC 27894-2408 Matthew.Davis@stwcorp.com	TO TOWN: Town of Apex Attn: Adam Stephenson PO Box 250 Apex, NC 27502 Adam.Stephenson@apexnc.org
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28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. BINDING EFFECT

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

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

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

Contractor:_____

Town of Apex

(Print name)

Randal E. Vosburg, Town Manager

Signature

Attest:

Title

Allen L. Coleman, CMC, NCCCC, Town Clerk

Attest:

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

Secretary (if a corporation)

Antwan Morrison, Finance Director

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: August 13, 2024

Item Details

Presenter(s): Dianne Khin, Director and Marty Stone, Assistant Town Manager

Department(s): Planning and Administration

Requested Motion

Discussion and possible direction regarding potential changes to the Façade Grant Program.

Approval Recommended?

N/A

Item Details

Discussion and possible direction from Town Council on potential changes to the Façade Grant Program in order to bring proposed program amendments, including a budget amendment, back to Council on the August 27th agenda.

Decision points include:

- Façade Grant boundaries
- Program funding limits
- Individual project funding cap
- Eligible improvements

Attachments

- NB2-A1: Staff Report
- NB2-A2: Downtown Festival District map
- NB2-A3: Façade Grant Program Application





Possible Amendments to the Façade Grant Program

Staff is requesting direction from Council on potential changes to the Façade Grant Program in order to bring proposed program amendments, including a budget amendment, back to Council on the August 27th agenda.

Decision points include:

- Façade Grant boundaries
- Program funding limits
- Individual project funding cap
- Eligible improvements

Façade Grant boundaries

Current Façade Grant Program:

- Boundaries are the Downtown Festival District as described in the Unified Development Ordinance (UDO) and shown on the attached map. This boundary is primarily a UDO regulatory tool for outdoor service areas. The Façade Grant was expanded to this boundary as it was an easily identifiable boundary that encompassed a larger area of downtown than the Central Business District (prior Façade Grant boundary). If the Façade Grant Program is made available to a larger district, a Façade Grant Program Area would need to be determined.

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

- Change the boundary to a separate Façade Grant Program Area?
- Change to Town-wide program?

Program funding limits

Current Façade Grant Program:

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

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

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

Individual project funding cap - formula changes

Current Façade Grant Program:

- The Façade Grant provides up to 50% of the cost of the exterior rehabilitation based on the following:
 - a. Tier 1 - up to a maximum of \$2,000.00 per façade for paint and awnings, or 50% of the cost, whichever is less.
 - b. Tier 2 - up to a maximum of \$5,000.00 per façade for structural improvements including window replacement, brick repair and repointing, door replacement, ADA accessible entrance improvements, and similar structural repairs or replacement, or 50% of the cost, whichever is less.
 - c. Applicants can submit for one Tier 1 grant and one Tier 2 grant within the same fiscal year; if both are granted, no one property can receive more than \$7,000 in one year.



- d. No more than \$10,000 can be issued to any one property within any 36 month period.
- e. Total grants issued per fiscal year shall not exceed the amount budgeted for that given year.

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

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

Eligible improvements

Current Façade Grant Program:

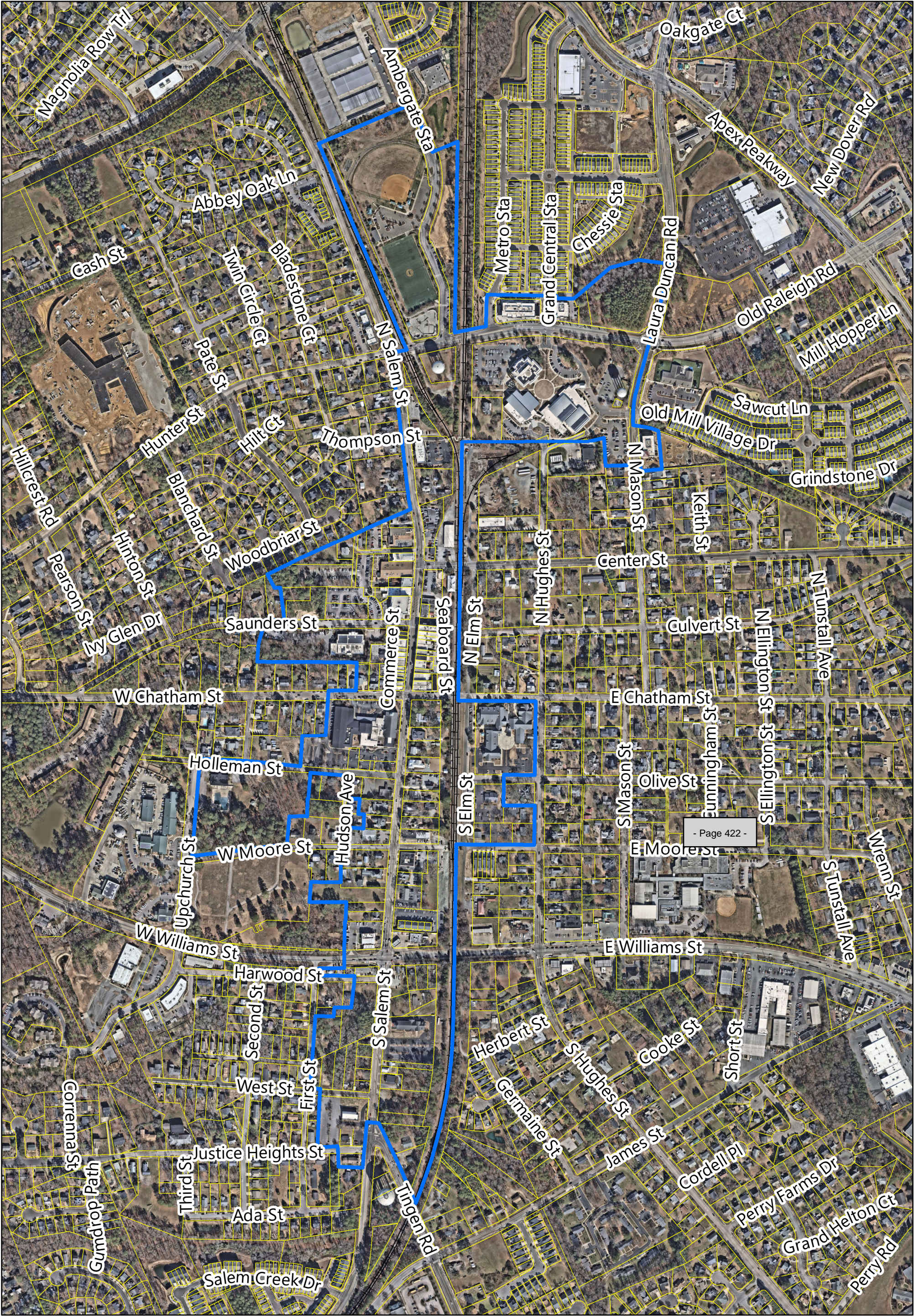
- Eligible exterior improvements include:
 - Removal of false fronts (such as aluminum panels)
 - Repair or replacement of windows, doors, and cornices
 - Repair or replacement of façade materials
 - Repair or replacement of character defining architectural features
 - Repair, replacement, or new ADA accessible entrance (e.g. ramp)
 - New awnings
 - Decorative exterior lighting
 - Exterior painting
 - Design and construction costs

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

- Change the program to allow additional improvements in the public space on private property, including but not limited to:
 - Creation of patios or other outdoor service areas
 - Outdoor furniture (tables, chairs, benches)
 - Planters (recommend not to include vegetation as it is not permanent)
 - Streetscape elements (pavers/bricks/bus stops) on private property
 - Other Downtown Plan elements like twinkle lights, ground murals, etc.

Downtown Festival District

Town of Apex
North Carolina



FAÇADE GRANT PROGRAM APPLICATION

Town of Apex, North Carolina



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.

A Small Town Character Overlay District Exempt Site Plan application is required to be submitted concurrently with the Façade Grant application. The approval of the Small Town Character Overlay District Exempt Site Plan application shall occur concurrently with the Façade Grant approval.

For more information on the Façade Grant Program, please contact the Apex Planning Department at 919-249-3426.

1. The Façade Grant Program is designed to provide incentive funds to business tenants/property owners to increase rehabilitation activity in the Downtown Festival District as shown on the attached Downtown Festival District map and described in Apex's Unified Development Ordinance (UDO) Section 12.2. The grant can provide up to 50% of the cost of the exterior rehabilitation based on the following:
 - a. Tier 1 - up to a maximum of \$2,000.00 per façade for paint and awnings, or 50% of the cost, whichever is less.
 - b. Tier 2 – up to a maximum of \$5,000.00 per façade for structural improvements including window replacement, brick repair and repointing, door replacement, ADA accessible entrance improvements, and similar structural repairs or replacement, or 50% of the cost, whichever is less.
 - c. Applicants can submit for one Tier 1 grant and one Tier 2 grant within the same fiscal year; if both are granted, no one property can receive more than \$7,000 in one year.
 - d. No more than \$10,000 can be issued to any one property within any 36 month period.
 - e. Total grants issued per fiscal year shall not exceed the amount budgeted for that given year.
2. Application requirements:
 - a. Completed application form signed by the property owner.
 - b. Photos of the structure showing the current condition.
 - c. Paint samples or fabric swatches for Tier 1 requests.
 - d. Detailed drawings and details of features including awnings, windows, doors, or other improvements.
 - e. Cost estimates from a qualified professional (e.g. Licensed contractor, mason, or professional painter or awning company). Cost estimates must be detailed in a line by line format.
3. Applications must be approved before work begins or no funds will be disbursed.
4. Planning Department staff have been granted authority to administer the Façade Grant Program process by Town Council. Town Council allocates the funding for the grant through the yearly budgeting process.
5. Renovations must be completed within four (4) months of application approval for Tier 1 grants and 18 months for Tier 2 grants. In the Planning Director or designee's sole discretion, a one-time request for an extension of two to twelve months may be approved upon satisfactory explanation of the delay.
6. Grant is to be calculated and used for exterior façades only.
7. Grant amount shall be paid only when construction is completed and receipt(s) are submitted to the Planning Department. If the actual costs are less than the cost estimates, the maximum amount

FAÇADE GRANT PROGRAM APPLICATION

Town of Apex, North Carolina



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shall not exceed 50% of the actual costs or the dollar limits for Tier 1 and Tier 2. In no case shall a grant be issued higher than the original approved grant amount.

8. Renovations on historic buildings shall follow the Secretary of the Interior's Guidelines for Rehabilitation of Historic Structures and applicable regulations in the Unified Development Ordinance, Section 6.3 *Small Town Character Overlay District* and Article 9 *Design Standards*. Non-historic structures shall conform to the applicable regulations in the Unified Development Ordinance, Section 6.3 *Small Town Character Overlay District* and Article 9 *Design Standards*.
9. Grants may be used for the following types of renovation only:
 - a. Removal of false fronts (such as aluminum panels)
 - b. Repair or replacement of windows, doors, and cornices
 - c. Repair or replacement of façade materials
 - d. Repair or replacement of character defining architectural features
 - e. Repair, replacement, or new ADA accessible entrance (e.g. ramp)
 - f. New awnings
 - g. Decorative exterior lighting
 - h. Exterior painting
 - i. Design and construction costs
10. Eligibility Criteria:
 - a. If tenant will be doing the proposed work, the tenant must obtain the property owner's signature on the application.
 - b. Only existing buildings constructed more than 3 years prior to the date of application are eligible.
 - c. Applicant shall agree at the time of application to maintain the façade and may not receive a grant for the same work within any five year period.
 - d. Improvements and/or rehabilitation must comply with all state and local regulations, including obtaining required building permits through the Building Inspections Department.
 - e. Utility and mechanical equipment, if any, must be concealed or screened from view. Screening shall be of similar color and design as the building.

I have read the Façade Grant Program Information:

Applicant Signature

Date

FAÇADE GRANT PROGRAM APPLICATION

Town of Apex, North Carolina



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: _____

Hard Copy Submittal Requirements: (Submit to Planning Department)

One (1) copy of Façade Grant Application
One (1) Small Town Character Exempt Site Application
11x 17 Architectural Plans/Drawings
Material and/or color samples

Applicant Information:

Applicant: _____ Tax ID: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone: _____ Email: _____

Owner Information:

Owner: _____ Tax ID: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone: _____ Email: _____

Project Information:

Address: _____
Property PIN: _____ Owner or Tenant Occupied? _____
Amount of Street Frontage: _____ # of Floors: _____
Current Building Use: _____
Proposed Building Use: _____
Major Repairs Needed? _____
Cost of Overall Project: _____ Façade Grant Funds Requested: _____

Renovation Information:

1. Please provide as much detail as possible about the types and extent of renovation to be completed.
Attach separate sheet, if necessary.

FAÇADE GRANT PROGRAM APPLICATION

Town of Apex, North Carolina



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.

2. On a separate sheet, provide a detailed cost estimate or construction bid for the façade renovation. Once the work is completed, please provide the Planning Department with a copy of the receipt(s) for all labor and supplies. Façade Grant funds will not be released without receipt(s).

3. Please describe how this renovation will significantly contribute to the historic character of the Downtown Festival District.

Owner/Applicant Signatures

I understand the limits and requirements of this program and if approved, agree to complete the project according to the approved plan. In addition, I shall indemnify and hold harmless, the Town of Apex from and against any and all claims, actions, causes of action, demands, damages, losses, costs, expenses, and compensation of whatsoever kind and nature which may hereafter accrue on account of or in any way growing out of any and all known or unknown, foreseen and unforeseen bodily and personal injuries and property damage and consequences thereof, which might result from any occurrence in connection with this grant.

_____ Applicant Signature	_____ Date
_____ Owner Signature	_____ Date
_____ Staff Approval	_____ Date

Conditions of Approval:
• Please continue working with the Building Inspections Department and obtain a Building Permit.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: August 13, 2024

Item Details

Presenter(s): Russell Dalton, Traffic Engineering Manager

Department(s): Transportation & Infrastructure Development

Requested Motion

To receive as information regarding recommended improvements for the intersection of Old US 1 at Friendship Road & Holland Road.

Approval Recommended?

N/A

Item Details

Staff to present information regarding recommended improvements for the intersection of Old US 1 at Friendship Road & Holland Road. This includes a proposed developer reimbursement agreement with Beazer Homes for a portion of The Summit residential phase off-site roadway construction and potential contribution from the Town of Holly Springs. The FY25 budget currently allocates \$200,000 toward widening for turn lanes at the intersection of Old US 1 at Friendship Road within the scope of the aforementioned roadway plans.

Attachments

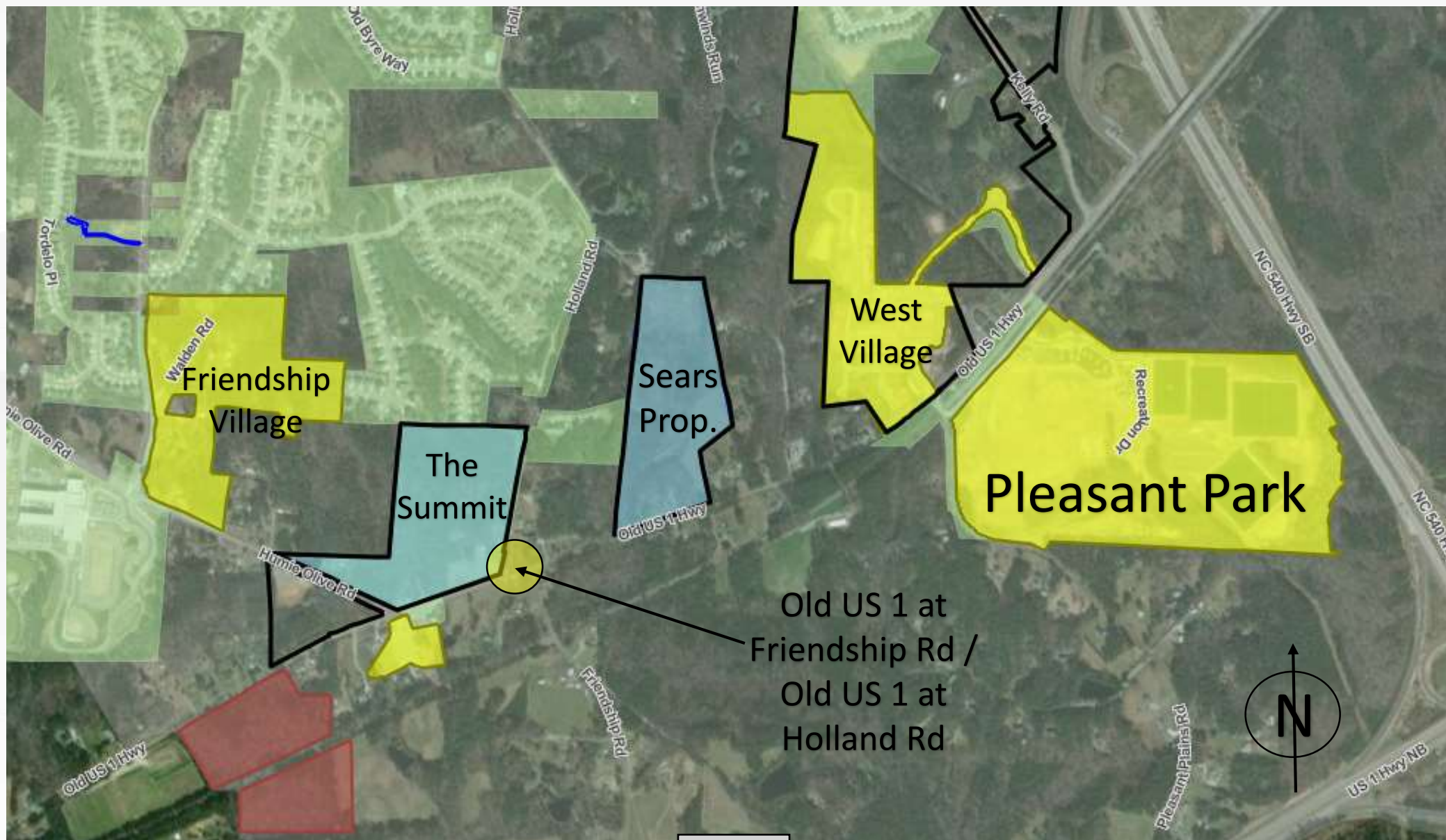
- NB3-A1: Friendship Road Presentation





Old US 1 at Friendship Rd & Holland Rd Improvements Apex Town Council

August 13, 2024





Pleasant Park

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



The Summit PUD

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

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

Friendship Road Traffic Signal

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



Yellow = The Summit PUD Requirement
Blue = Pleasant Park Phase 3A Requirement
Green = No Assigned Development Requirement

Holly Springs Fee in Lieu

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

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

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 13, 2024

Item Details

Presenter(s): Randy Vosburg, Town Manager
Demetria John, Assistant Town Manager - Community and Safety Portfolio
Department(s): Town Manager's Office

Requested Motion

Receive as information a presentation regarding the upcoming Chief of Police recruitment process.

Approval Recommended?

N/A

Item Details

The necessary procurement process resulted in the selection of Strategic Government Resources (SGR) to carry out the Town's search for the next Chief of Police of the Apex Police Department.

During the August 13, 2024 Regular Town Council Meeting, the lead recruiter will provide an overview of the timeframe for the Chief of Police's recruitment process and more information on Strategic Government Resources as an organization. This is a standard procedure in SGR's recruiting process.

Additional Information About Strategic Government Resources:

SGR is a recognized leader in local government management and is actively engaged in local government operations, issues, and best management practices. SGR has decades of experience in local government, as well as regional and national networks of relationships. SGR has conducted executive recruitment for over 450 local government clients in 37 states with many of its clients who are reoccurring partners on future recruitment needs. Since 2019, SGR has led 70 police chief recruitments including the Town of Cary in 2022. SGR is also currently providing executive search services for Wake County.

Attachments

- N/A



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: August 13, 2024

Item Details

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

Department(s): Transportation and Infrastructure Development

Requested Motion

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

Approval Recommended?

N/A

Item Details

NCGS § 143-318.11(a)(5)

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

Attachments

- N/A



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: August 13, 2024

Item Details

Presenter(s): Laurie Hohe, Town Attorney

Department(s): Legal Services

Requested Motion

Possible motion to go into closed session pursuant to NCGS 143-318.11(a)(3) to discuss the handling of the matter of Williams v. Town of Apex.

Approval Recommended?

Yes

Item Details

NCGS § 143-318.11(a)(3)

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

Attachments

- N/A



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: August 13, 2024

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

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

Approval Recommended?

N/A

Item Details

NCGS § 143-318.11(a)(1):

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

Attachments

- N/A

