



## **AGENDA | REGULAR TOWN COUNCIL MEETING**

May 28, 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: Ed Gray

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

Town Manager: Randy Vosburg

Deputy Town Manager: Shawn Purvis

Assistant Town Managers: Shawn Purvis 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 Construction Contract Award - Salisbury and Moore Construction Inc. - Apex  
Community Park Street Hockey Rinks (2) and Capital Project Ordinance Amendment  
No. 2024-20**

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

**CN2 Contract Amendment No. 2 - Worrie Free Cleaning Services LLC - Expansion of Services  
Public Safety Station Six and Mason Street Municipal Building - Term July 1, 2022  
through June 30, 2025**

*Matt Wetherell, Facilities and Grounds Manager, Public Works Department*

**CN3 Council Meeting Minutes - Various**

*Allen Coleman Town Clerk*

**CN4 Surplus Vehicle - 2003 GMC C7500 Bucket Truck**

*Steve Maynard, Purchasing and Contracts Manager, Finance Department*

## PRESENTATIONS

**PR1 Proclamation - LGBTQIA+ Pride Month - June 2024**

*Mayor Jacques K. Gilbert*

**PR2 Proclamation - Juneteenth - Wednesday, June 19, 2024**

*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 Annexation No. 767 - Apex Commerce Center Lot E - 5125 Jessie Drive - 27.5221 acres**

*Dianne Khin, Director, Planning Department*

**PH2 Annexation No. 779 - Apex YMCA - New Hill Holleman Road - 25.68 acres**

*Shelly Mayo, Planner II, Planning Department*

**AND**

**PH3 Rezoning Case No. 24CZ03 - New Hill Holleman Road**

*Shelly Mayo, Planner II, Planning Department*

**PH4 Rezoning Case No. 24CZ06 - Humie Olive Place**

*Amanda Bunce, Current Planning Manager, Planning Department*

## NEW BUSINESS

**NB1 Ordinance Amendment - Chapter 14 Article II - Noise**

*Jason Armstrong, Chief, Apex Police Department (APD)*



**UPDATES BY TOWN MANAGER**

**CLOSED SESSION** - *None Anticipated*

**ADJOURNMENT**

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 28, 2024

## Item Details

Presenter(s): Angela Reincke, ASLA, Parks Planning Manager

Department(s): Parks, Recreation and Cultural Resources

### Requested Motion

Motion to award a construction contract to Salisbury and Moore Construction Inc. for the construction of two (2) Street Hockey Rinks at Apex Community Park, authorize the Town Manager, or their designee to execute, and approve the corresponding Capital Project Ordinance Amendment 2024-20.

### Approval Recommended?

Yes

### Item Details

The Town entered into a Joint Development, Use, and Branding Agreement for the new Street Hockey Facility at Apex Community Park in April of 2023. This award would be for the construction of the site, including earthwork, installation of rinks and concrete pedestrian areas, erosion control, fencing and landscaping. Funds (\$250,000) are already allocated in the Parks, Recreation & Cultural Resources operating budget for the projects, remaining funds are included in the FY 25 Capital budget.

The Capital Project Ordinance Amendment allocates these funds to the project fund. The amendment also allocates \$10,000 in interest earnings already in the fund for Apex West Greenway to cover stormwater engineering for the project.

### Bid Summary (Responsive bids):

Engineers Estimate	Base	Alternate	\$647,241.00
BW WATTS Construction	\$716,000.00	\$ 63,000.00	\$779,000.00
Compendium Contracting	\$716,976.00	\$221,084.00	\$953,602.00
Hollins Construction	\$712,976.00	\$221,084.00	\$934,060.00
Salisbury & Moore Construction	\$445,800.00	\$154,400.00	\$600,200.00

### Attachments

- CN1-A1: Bid Tabulation - Construction Contract Award - Salisbury and Moore Construction Inc.
- CN1-A2: Street Hockey Rink Construction Contract - Construction Contract Award - Salisbury and Moore Construction Inc.

- CN1-A3: Recommendation to Award Bid - Construction Contract Award - Salisbury and Moore Construction Inc.
- CN1-A4: Salisbury and Moore Bid Proposal Submission - Construction Contract Award - Salisbury and Moore Construction Inc.
- CN1-A5: Capital Project Ordinance Amendment No. 2024-20 - Construction Contract Award - Salisbury and Moore Construction Inc.
- CN1-A6: CONT-2023-077 - Joint Development, Use, and Branding Agreement Executed April 2023 - Construction Contract Award - Salisbury and Moore Construction Inc.



BID PROPOSAL - GENERAL CONSTRUCTION

Bid Date: 4/25/2024

Apex Community Park Street Hockey Rinks

ITEMIZED BID TAB

				BW WATTS CONSTRUCTION LLC (LICENSE #69153)		COMPENDIUM CONTRACTING (LICENSE #72301)		HOLLINS CONSTRUCTION (LICENSE #69738)		SALISBURY & MOORE CONSTRUCTION (LICENSE #100735)	
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
BASE BID											
1	Project Lump Sum	1	LS	\$716,000.00	\$716,000.00	\$716,422.00	\$716,422.00	\$712,976.00	\$712,976.00	\$445,800.00	\$445,800.00
2	Owner's Contingency	1	LS	\$71,600.00	\$71,600.00	\$71,642.00	\$71,642.00	\$71,297.00	\$71,297.00	\$44,580.00	\$44,580.00
3	Testing	1	LS	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
ALTERNATES											
1	Substitute standard duty concrete paving lieu of asphalt paving	1	LS	\$63,000.00	\$63,000.00	\$237,180.00	\$237,180.00	\$221,084.00	\$221,084.00	\$154,400.00	\$154,400.00
				TOTAL BID PRICE w/ALTERNATES		\$779,000.00		\$953,602.00		\$934,060.00	
										\$600,200.00	

# **TOWN OF APEX CONSTRUCTION CONTRACT**

FOR

Construction of Street Hockey Rinks  
Apex, NC

## **SCOPE OF WORK**

Construct Street Hockey Rinks at Apex Community Park in accordance with Construction Plans titled "Apex Community Park Street Hockey" dated 11/15/2023, including the following sheets: C0.00 through L1.02 by WithersRavenel.

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**PURCHASE ORDER #  
STREET HOCKEY RINK CONSTRUCTION  
CONTRACT**

THIS STREET HOCKEY RINK CONSTRUCTION CONTRACT (hereinafter "Contract") is effective the \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between, \_\_\_\_\_, a North Carolina limited liability corporation with its principal business offices located at \_\_\_\_\_ (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 parks which require construction, installation, evaluation, testing, updates, amenity construction, 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. "Change Order" is a written order to the Contractor authorizing a change in the Contract.
- B. "Contract Documents" is defined in Section 2 of this Contract.
- C. "Contractor" is the entity performing construction services pursuant to this Contract.
- D. "Final Acceptance" is the date on which the Town accepts the construction as totally complete. This includes inspection and acceptance of the Work by the Town and the Special Inspector (if Special Inspector is retained).
- E. "Inspection" means the examination of Work completed or in progress to determine its compliance with the Contract Documents.
- F. "Liquidated damages" is the amount stated in this Contract 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 that the Town 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).

- G. "Project" is the total construction Work to be performed under the Contract Documents by the Contractor and the Contractor's subcontractors.
- H. "Special Inspector" is the entity who inspects materials, installation, fabrication, erection, placement of components and connections requiring special expertise to ensure compliance with the approved Construction Documents and referenced standards, and/or provides geotechnical inspection services.
- I. "Subcontractor" shall be an entity that has entered into a direct contract with the Contractor, and includes an entity that furnishes materials designed in accordance with plans and specifications covered by the Contract Documents but does not include an entity furnishing materials not requiring the design described above.
- 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
- 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, includes the materials, labor, and workmanship of the Contractor.

## **2. SCOPE OF SERVICES.**

The Contractor agrees to provide all materials, equipment, machinery, tools, apparatus, power, sanitary facilities, water, means of transportation, incidentals, and labor necessary for the proper and lawful construction of the Apex Community Park Street Hockey Rinks, located at 2200 Laura Duncan Rd., Apex, NC 27523. Materials shall be new and of the quality specified. Construction shall include, but not necessarily be limited to, the following:

- A. Concrete Paving & Curbing
- B. Asphalt Paving
- C. Fencing
- D. Earthwork
- E. Landscape
- F. Erosion Control & Grading

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 "Apex Community Park Street Hockey" dated 11/15/2023, including the following sheets: C0.00 through L1.02 by WithersRavenel.
- B. Bid Advertisement
- C. Town of Apex Standard Specifications and Standard Details
- D. Instructions to Bidders
- E. Execution of Bid
- F. Bid Proposal Form
- G. Bid Form Submission

- H. Bid Bond
- I. Accepted Proposal Form
- J. Notice of Award
- K. Performance & Payment Bonds
- L. Power of Attorney
- M. Notice to Proceed
- N. Special Provisions
- O. Addenda:

- |              |              |
|--------------|--------------|
| 1. No. _____ | Dated: _____ |
| 2. No. _____ | Dated: _____ |
| 3. No. _____ | Dated: _____ |
| 4. No. _____ | Dated: _____ |
| 5. No. _____ | Dated: _____ |

- P. Certificate(s) of Insurance

Contractor shall maintain a complete set of the plans, drawings, and specifications for the Work which shall be available electronically for use by the Town.

### 3. TIME OF COMMENCEMENT AND COMPLETION.

- A. Contractor shall commence the work required in this Contract upon the issuance of a Notice to Proceed, and the Contractor shall complete the entire Work within 120 consecutive calendar days of the issuance of the Notice to Proceed ("Time of Completion"). For each day in excess thereof, liquidated damages, reasonably estimated in advance to cover the losses to be incurred by the Town by reason of failure of Contractor to complete the Work within the time specified, such time being of the essence in this Contract and a material consideration thereof, shall be assessed in the amount of \$1,000.00 per calendar day. 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. Any changes to the schedule(s) provided in the Contract Documents must be agreed to in writing by the Town and the Contractor.
- B. If the Contractor is delayed at any time in the progress of its work by any act or negligence of the Town; Contractor's separate contractor or subcontractor; by changes ordered in the Work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Town, then the contract time may be reasonably extended in a written order from the Town upon written request from the Contractor. Request for extension of time shall be made in writing to the Town within twenty (20) days following the cause of delay. In case of continuing cause for delay, the Contractor shall notify the Town, with copies to the Town of the delay within twenty (20) days of the beginning of the delay and only one claim is necessary.
- C. For the purpose of determining the extent of delay attributable to unusual weather phenomena, a determination shall be made by comparing the weather for the Contract period involved with the average of the preceding five (5) year climatic range during the same time interval based on the National Oceanic and Atmospheric Administration National Weather Service statistics for the locality where Work is performed and on daily weather logs kept on the job site by the Contractor reflecting the effect of the weather on the progress of the Work and initialed by Town's representative.



D. Time extensions for weather delays, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the Town do not entitle the Contractor to compensable damages for delays. Any Contractor claim for compensable damages for delays is limited to delays caused solely by the Town or its agents. Contractor caused delays shall be accounted for before Town caused delays in the case of concurrent delays.

E. 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: \_\_\_\_\_ (\$\_\_\_\_\_).

Summary of Contract Award:

Base Bid: \$ \_\_\_\_\_

Allowances included in the Contract Sum:

Allowance A: Contingency: \$ \_\_\_\_\_

Allowance B: Testing and Inspection: \$20,000.00

Alternate 1: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

Costs included in Allowances shall be as detailed in the Bid Proposal Form. Funds will be drawn from Contingency Allowance only by Change Order. In the event costs are more or less than the allowances, a Change Order will be issued in accordance with the terms of this Contract. Funds remaining in any Allowance upon completion of the Project will be credited to the Town by Change Order.

A. 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 Town Representative identified in Section 31 of this Contract. The request shall be in the form agreed upon between Contractor and the Town but shall show substantially the value of the work completed and materials delivered to the site during the period since the last payment and shall sum up the financial status of the Contract with following information:

1. Total of Contract including change orders.
2. Value of work completed to date.
3. Less retainage, as defined below.
4. Less previous payments.
5. Current amount due.

B. Prior to submitting the first pay application, Contractor shall prepare for the Town a schedule showing a breakdown of the Contract price into values of the various parts of the Work, arranged so as to facilitate payments to subcontractors.

- C. When payment is made on account of stored materials and equipment, such materials must be stored on the Town's property, and the requests for payments shall be accompanied by invoices or bills of sale or other evidence to establish the Town's title to such materials and equipment. Such payments will be made only for materials that have been customized or fabricated specifically for this Project. Raw materials or commodity products costs may not be submitted. Responsibility for such stored materials and equipment shall remain with the Contractor regardless of title of ownership. Such stored materials and equipment shall not be removed from the Town's property. Should the space for storage on-site be limited, the Contractor, at its option, shall be permitted to store such materials and/or equipment in a suitable space off-site. Should the Contractor desire to include any such materials or equipment in its application for payment, they must be stored in the name of the Town in an independent, licensed, bonded warehouse approved by the Town and located as close to the site as possible. The warehouse selected must be approved by the Contractor's bonding and insurance companies; the material to be paid for shall be assigned to the Town. Upon approval by the Town of the storage facilities and materials and equipment, payment therefore will be made. Responsibility for such stored materials and equipment shall remain with the Contractor. Such stored materials and equipment shall not be moved except for transportation to the Project site.
- D. Retainage: In accordance with N.C.G.S 143-134.1, for projects costing more than \$100,000.00, the Town may withhold a percentage of payment until the Project has been satisfactorily completed. Retainage on periodic and final payment for this Project shall be as follows:
- a. Retainage withheld shall not exceed 5% at any time.
  - b. The same terms shall apply to the general contractor and subcontractors alike.
  - c. Following 50% completion of the Project, the Town, with written consent from the Surety, shall not retain further retainage if the Contractor continues to perform satisfactorily and any nonconforming work identified in writing prior to that time has been corrected by the Contractor and accepted by the Town. The Project shall be deemed 50% complete when the Contractor's gross Project invoices, excluding the value of materials stored off-site, equal or exceed 50% of the value of the Contract, except the value of materials stored on-site shall not exceed 20% of the Contractor's gross Project invoices for the purpose of determining whether the Project is 50% complete.
  - d. If the Town determines that the Contractor is not performing satisfactorily, the Town may reinstate retainage for each subsequent periodic payment application up to 5%. Following 50% completion of the Project, Town is authorized to withhold additional retainage not to exceed 5% from a subsequent periodic payment application if the amount of total retainage withheld falls below 2.5%, through the completion of the Project.
- E. If the pay application is approved by the Town, the Town will process all pay applications within 30 days after receipt from the Contractor. 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 satisfactory evidence that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the work have been paid in full. 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 following reasons:

1. Faulty or defective work not 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.

B. Prior to submitting request for final payment to the Town, Contractor shall provide the following:

1. Warranties and bonds, guarantees, maintenance agreements, as-built drawings, certificates of inspection or approval from agencies having jurisdiction.
2. List of minority business subcontractors and material suppliers showing breakdown of contract amounts and total actual payments to subcontractors and material suppliers.
3. Contractor's affidavit of payment to material suppliers and subcontractors.
4. Consent of Surety to final Payment.
5. Certificates of state agencies (if any) required by law.

## **6. CONSTRUCTION SUPERVISION AND SCHEDULE**

- 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. 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. The Contractor shall turn over a copy of its daily reports to the Town at the job site progress conference. Town will determine daily report format.

- D. Contractor shall prepare the Project construction schedule which shall graphically show all outstanding features of the Work required to construct the Project from start to finish and within the allotted time established in the Contract. Contractor shall maintain a Project progress schedule for the Town and shall notify the Town of any requested changes in the Project schedule.
- E. The Project construction schedule shall indicate the estimated starting and completion dates for each major element of the Work by area and shall schedule dates for all outstanding features, including but not limited to the placing of orders for materials, the manufacture and delivery of material, the testing and the installation of materials, supplies and equipment, and all Work activities to be performed by the Contractor. The Contractor shall allow sufficient time in its schedule for all required inspections. Each Work activity will be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.
- F. The Contractor is responsible for its Work activities and will notify Town of any required changes to its Work. If any Work activities are behind schedule the Contractor shall, in writing, describe what measures will be taken to bring each such activity back on schedule and to ensure that the Contract completion date is not exceeded. A plan of action and recovery schedule shall be developed and submitted to the Town by the Contractor, when (1) the Contractor indicates delays, that are in the opinion of the Town, of sufficient magnitude that the Contractor's ability to complete the Work by the scheduled completion is brought into question; (2) the updated construction schedule is thirty (30) days behind the planned or baseline schedule and no legitimate time extensions, as determined by the Town, are in process; or (3) the Contractor desires to make changes in the sequencing of Work or the planned duration of future activities which in the opinion of the Town, are of a major nature. The plan of action, when required shall be submitted to the Town for review within two (2) business days of the Contractor receiving the Town's written demand. The recovery schedule, when required, shall be submitted to the Town within five (5) calendar days of the Contractor's receiving the Town's written demand. Failure to provide an updated construction schedule or a recovery schedule may be grounds for rejection of payment applications or withholding of funds.
- G. The proposed Project construction schedule shall be presented to the Town no later than fifteen (15) calendar days after the issuance of the written Notice to Proceed. No application for payment will be reviewed or paid until this schedule is accepted by the Town.

## **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 enforce the Town's instructions regarding signs, advertisements, fires, and smoking.
- 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.**

- 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 roofs, 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. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the Town.
- D. The Contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around same. Contractor shall barricade all walks, roads, etc., as directed by the Town to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the Work shall be well barricaded and properly lighted at night.
- E. 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 and North Carolina State Building Code requirements 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.
- F. The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, *Federal Register*), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- G. The Contractor shall designate a responsible person of its organization as safety officer/inspector to inspect the Project site for unsafe health and safety hazards, to report these hazards to the Contractor for correction, and whose duties also include accident prevention on the Project, and to provide other safety and health measures on the Project site as required by the terms and conditions of the Contract Documents. The name of the safety inspector shall be made known to the Town at the time of the preconstruction conference and in all cases prior to any Work starting on the Project.

- H. 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.
- I. 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 including all utilities required for testing, cleaning, balancing, and sterilization of designated plumbing, mechanical and electrical systems. Any permanent meters installed shall be listed in the Contractor's name until Work has reached Final Acceptance. The Contractor will be solely responsible for all utility costs prior to Final Acceptance. Contractor shall contact all affected utility companies prior to bid to determine their requirements to provide temporary and permanent service and include all costs associated with providing those services in their bid. Coordination of the Work of the utility companies during construction is the sole responsibility of the Contractor.

## **10. CHANGE ORDERS.**

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

Change Order upon claim by either party made within thirty (30) days after the condition has been identified. The cost shall be determined by one of the methods outlined in this Contract.

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

## **11. MINOR CHANGES.**

The Town may order minor changes in the Work not involving an adjustment in the Contract sum or Time for Completion, and not inconsistent with the intent of the Contract Documents. Such changes shall be executed by written order and shall be binding on the Contractor and subject to the terms of this Contract.

## **12. INSPECTION OF THE WORK.**

- A. 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 or a Special 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.
- B. All Work shall be inspected by the Town or Special Inspector (if applicable) prior to being covered by the Contractor. Contractor shall give a minimum two weeks' notice of needed inspections unless otherwise agreed to by all parties. If an inspection fails, all costs associated with additional re-inspections shall be borne by the Contractor.
- C. Where special inspection or testing is required by virtue of any state laws, instructions of the Town, 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 it shall be the Contractor's responsibility to serve ample notice of such tests.
- D. All laboratory tests shall be paid by the Town unless provided otherwise in the Contract Documents, except the Contractor shall pay for laboratory tests to establish design mix for concrete, and for additional tests to prove compliance with Contract Documents where materials have tested deficient except when the testing laboratory did not follow the appropriate ASTM testing procedures.
- E. Should any Work be covered up or concealed prior to inspection and approval by the Town or Special 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. In the event Work has been covered or concealed, all costs involved in uncovering, repairing, replacing, recovering and restoring to design condition said Work will be paid by the Contractor.

### **13. TOWN'S RIGHT TO PERFORM WORK.**

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

### **14. UNCORRECTED FAULTY WORK**

Should the correction of faulty or damaged Work be considered inadvisable by the Town, the Work will not be corrected and the Town shall be reimbursed by the Contractor for the devaluation of the Project as a result of the faulty Work. A change order will be issued to reflect the reduction in Contract sum.

### **15. FINAL INSPECTION AND FINAL ACCEPTANCE**

- A. Upon notification from the Contractor that the Project is complete and ready for inspection, the Town 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.
- B. Upon final inspection, the Town shall, if job conditions warrant, record a list of items that are found to be incomplete or not in accordance with the Contract Documents. At the conclusion of the Town's final inspection, the Town shall make one of the following determinations:
  - 1. That the Project is completed and accepted.
  - 2. That the Project will be accepted subject to the correction of any identified discrepancies or faulty construction.
  - 3. That the Project is not complete and a date for another final inspection will be established.

The date of Final Acceptance will establish the beginning of the guarantees and warranties period and the termination of utility cost to the Contractor. No liquidated damages will be assessed after this date.

### **16. 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 this Contract.

#### **17. CORRECTION OF WORK AFTER FINAL PAYMENT**

Neither the final payment or use of the premises 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.

#### **18. MINORITY BUSINESS PARTICIPATION**

Contractor is required to identify participation of Minority and Women-Owned Business Enterprises (MWBE) in its proposal and document how that participation is achieved. There is a verifiable goal of ten percent (10%) for participation by minority businesses in the total value of work for the Project. Contractor shall comply with the document titled "Guidelines For Recruitment and Selection of Minority Businesses For Participation In Apex Community Park Street Hockey Rink Construction", including associated Affidavits and Appendices which are hereby incorporated herein.

#### **19. APPLICABILITY OF LAWS AND REGULATIONS.**

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

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

All Work under this Contract shall be performed in accordance with the North Carolina Building Code and all other applicable state or national codes.

#### **20. 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).

## **21. 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. Contractor hereby certifies that Contractor is a licensed general contractor as defined by N.C.G.S. 87-1.

## **22. 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.

## **23. BOND REQUIREMENTS.**

Within ten (10) days of the 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.

## **24. CONTRACTOR'S WARRANTIES.**

The Contractor, in executing this Contract, unconditionally guarantees the materials and workmanship against defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the Final Acceptance of the Work by the Town and shall replace all such defective materials or workmanship without cost to the Town. In the 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. During the manufacturer's warranty period the Contractor shall be responsible for the replacement of such defective equipment or materials.

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

## **25. CODES AND STANDARDS.**

Wherever reference is made to codes, standard specifications, or other data published by regulating agencies it shall be understood that said reference is to the latest edition published prior to the date of the Contract Documents. These regulating agencies include, but are not limited to, North Carolina state building codes, federal specifications, national electric codes, ASTM specifications and various institute specifications.

## **26. 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.

## **27. 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, as well 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 (except as otherwise stated in this section), 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: Two Million (\$2,000,000)

General Aggregate: Four Million (\$4,000,000)

Products-Completed/Operations Aggregate: Four Million (\$4,000,000)

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. **Property Insurance (Builder's Risk/Installation Floater)**

The Contractor shall purchase and maintain property insurance until Final Acceptance, upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Town, the Contractor, the subcontractors and sub-subcontractors in the Work and shall insure against the perils of fire, wind, rain, flood, extended coverage, and vandalism and malicious mischief. If the Town is damaged by failure of the Contractor to purchase or maintain such insurance, then the Contractor shall bear all reasonable costs properly attributable thereto; the Contractor shall obtain and maintain similar property insurance on portions of the Work stored off the site when request for payment so includes such portions.

e. **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)

f. **Deductible**

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Contractor.

g. **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.

**h. 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.

**28. 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 the subcontractor and the Town in regards to 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.

**29. 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, the Town may give notice in writing, sent by certified mail, return receipt requested, to the Contractor and its surety of such delay, neglect or default, specifying the same, and if the Contractor within a period of seven (7) days after such notice shall not proceed in accordance with the notice, then the Town shall, declare this Contract in default. Upon a declaration of default the following shall apply:

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

Work under Contract, shall be deducted from any monies due or which may become due said Contractor and Surety. In the event the expense shall exceed the sum which would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the Town the amount of said excess.

### **30. TERMINATION FOR CONVENIENCE.**

Town shall have the right to terminate this Contract for the Town's convenience upon thirty (30) days written notice to Contractor. Contractor shall terminate performance of services on a schedule acceptable to the Town. Unless otherwise notified, upon termination Contractor shall discontinue all Work and the placement of orders for materials and supplies in connection with this Contract.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the Work completed in conformity with this Contract; plus, (2) such other costs actually incurred by Contractor as are permitted by the Contract Documents and approved by Town. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Contract. Contractor shall not be entitled to any claim or claim of lien against Town for any additional compensation or damages in the event of such termination and payment.

### **31. 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.

<b>TO CONTRACTOR:</b>  Attn: _____ _____ _____	<b>TO TOWN:</b>  Town of Apex Attn: Angela Reincke PO Box 250 Apex, NC 27502 Angela.reincke@apexnc.org
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### **32. 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.

### **33. 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.

### **34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. BINDING EFFECT.**

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

**39. 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.

**40. 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.

**41. 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.

**42. 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.

**43. 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.

**44. NONDISCRIMINATION.**

Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Contractor hereby warrants and agrees that Contractor will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Contract. For the purposes of this Contract, “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.

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

<b>Contractor:</b> _____	<b>Town of Apex</b>
_____	_____
(Print name)	Randal E. Vosburg, Town Manager
_____	Attest:
Signature	
_____	_____
Title	Allen L. Coleman, CMC, NCCCC, Town Clerk
Attest:	<i>This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.</i>
_____	_____
Secretary (if a corporation)	Antwan Morrison, Finance Director



May 8, 2024

Angela Reincke  
Parks Planning Project Manager  
Town of Apex  
53 Hunter Street  
Apex, NC 27502

**RE: Apex Community Park Outdoor Street Hockey Rinks Bid**

Dear Ms. Reincke:

On Thursday, April 25, 2024, bids for the construction of two outdoor street hockey rinks at Apex Community Park were received by the Town. Four bids were received, opened, and read aloud by Town staff. The apparent low bid was provided by **Salisbury and Moore Construction, Inc. (GC License #100735) with a lump sum cost of Four Hundred Forty-Five Thousand Eight Hundred Dollars (\$445,800.00)**. We have reviewed their bid and find that it is complete and responsible.

I am currently working with Salisbury and Moore on a tennis court renovation project with the Town of Chapel Hill and the experience has been mixed. The biggest issues stem from their court surfacing subcontractor and poor craftsmanship with the court surfacing. Salisbury and Moore generally have been on schedule, though with some delays. They called for a substantial completion inspection within the specified contract period, however, the punchlist was too extensive to grant substantial completion. They have not addressed the punchlist items in a timely fashion and the Owner is now withholding pay applications until the items are addressed.

On the positive side, the work provided by Salisbury and Moore and their site work subcontractor, Sitan, has met the requirements of the project. They have been easy to work with and are willing to work through challenges that arise. Change orders, other than Owner-requested changes, have been minimal. The team has been professional throughout the project.

We also checked several references and found no negative reviews of the contractor. Two references, Timmons Group and Davis Kane gave very positive reviews. Huffman Architects also provided a positive review of Salisbury and Moore. Like most projects, it seems to come down to who the project manager and/or site superintendent is. In talking with Josh Reder of Salisbury & Moore they likely will have Mike Brewer, one of their VPs, manage the project. I got the impression that they will be committed to this project and to ensuring its success.

Finally, Salisbury and Moore's bid was \$267,176 lower than the next lowest bidder. I discussed the bid with Josh Reder and he was confident in their numbers. The difference could be attributed to using a different concrete and paving subcontractor than the other bidders.

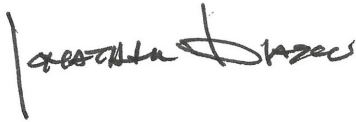
Additionally, the difference is large enough to negate any possible change orders and other issues that might set Salisbury and Moore apart from the other bidders.

After reviewing the bids, checking references, and talking with Salisbury Moore, WithersRavenel recommends that the Town of Apex enter into final contract negotiations with Salisbury and Moore Construction, Inc. for the construction of ACP – Outdoor Street Hockey Rinks for the lump sum cost stated in their bid. We also would recommend the Town accept Alternate #1 for concrete paving in lieu of asphalt paving. The concrete paving is recommended by Mateflex, the supplier of the court surfacing, in order to provide a stable and more consistent base than asphalt paving, which would allow tighter installation controls, lower maintenance, and a longer lifespan.

A Notice To Proceed will be issued by the Town once the contractor has satisfied the contracting requirements of the Town and signed all pertinent documents.

Please do not hesitate to reach out to us with any questions.

Sincerely,  
WithersRavenel



Jonathan Blasco, PLA / ASLA  
Senior Project Manager

## TOWN OF APEX – BID PROPOSAL FORM

### Apex Community Park Street Hockey Rinks

Town of Apex Parks Recreation & Cultural Resources  
Project Manager: Angela Reincke  
53 Hunter Street  
PO Box 250  
Apex, NC 27502

Date: March 18, 2024

The undersigned Bidder has carefully examined the Form of Contract, the Form of Contract Bonds, the Plans and Specifications, all of which are acknowledged to be part of the proposal and the Proposal Form, and the Bidder has also carefully examined the site of the proposed work. The undersigned further agrees to sign a Contract for all or part of the work determined by the approval of the Town Council based upon the below amount, if offered within ninety (90) days after receipt of Bids, and to furnish surety as specified, upon failure to do so, agrees to forfeit to the Town of Apex ("Owner"), attached cashier's check, certified check, or Bid Bond in the amount of 5% of the bid. Pursuant to NC General Statutes § 143-129 Procedure for letting of public contracts, **the bidder shall provide a bid bond, cashier's check, or certified check in the amount of equal to not less than five percent (5%) of the proposal.**

Bidding submissions will follow a two-envelope submission process per the following:

- ☐ Place Bid Bond by itself within its own individual separate sealed opaque envelope and label 'Bid Bond' on envelope exterior along with contractor's name, address, and license information.
- ☐ Bidders shall place the completed Bid Form by itself in a separate sealed opaque second envelope and label 'Bid Form' on exterior along with contractor's name, address, and license information. All other support documents required to be submitted with the Bid should also be submitted in this envelope.

The Bidder further agrees to provide and furnish all necessary materials, equipment, machinery, and labor necessary to complete the construction of the work in full, in complete accordance with the plans and specifications and the contract documents to the full and entire satisfaction of the Owner Town of Apex and in accordance with these documents within the time limit specified below.

In addition to all other agreements and assurances, the undersigned Bidder understands and hereby agrees as follows:

1. The Bidder represents and agrees that the entire project will obtain final acceptance by the owner in the following number of Consecutive Calendar Days: one hundred and twenty (120) days from the date on the Notice to Proceed
2. The Bidder shall identify on its bid the minority businesses that it will use on the project with total dollar values of the bids that will be performed by the minority business in accordance with the Guidelines for Recruitment and Selection of Minority Businesses for Participation in Apex Community Park Street Hockey Rink Construction and the associated Affidavits.

The Bidder agrees to execute the work described and set forth in the Plans and Specifications for the amounts as follows:

Base Bid:

Four hundred forty-five thousand eight hundred  
(In written words)  
\$ 445,800.00  
(In numerals)

Name of General Contractor and License Number Salisbury and Moore Construction, Inc. - 100735  
(NC GS143-128(d) requires all single prime bidders to identify their subcontractors for the above subdivisions of work. A contractor whose bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (i) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or non-responsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (ii) with the approval of the awarding authority for good cause shown by the contractor.)

PROPOSAL FORM

## **UNIT PRICES**

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Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes to the base bid quantity of the work all in accordance with the contract documents.

- A. Unit price is an amount incorporated in the Contract, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.
- B. Authority: Measurement methods are delineated in individual Specification Sections.
- C. Measurement methods delineated in individual Specification Sections complement criteria of this Section.
- D. Take measurements and compute quantities. Architect/Engineer and/or Owner will verify measurements and quantities.
- E. Unit Quantities: Quantities and measurements indicated on Bid Form are for Contract purposes only. Actual quantities provided shall determine payment.
- F. Payment Includes: Full compensation for required labor (including supervision), products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application, or installation of item of the Work; overhead and profit.
- G. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Architect/Engineer and/or Owner multiplied by unit sum/price for Work incorporated in or made necessary by the Work.
- H. Measurement of Quantities:
  - 1. Weigh Scales: Inspected, tested, and certified by applicable State of North Carolina weights and measures department within past year.
  - 2. Platform Scales: Of sufficient size and capacity to accommodate conveying vehicle.
  - 3. Metering Devices: Inspected, tested, and certified by applicable State of North Carolina department within past year.
  - 4. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel, or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
  - 5. Measurement by Volume: Measured by cubic dimension using mean length, width, and height or thickness.
  - 6. Measurement by Area: Measured by square dimension using mean length and width or radius.
  - 7. Linear Measurement: Measured by linear dimension, at item centerline or mean chord.
  - 8. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.
- I. Unit Price Schedule:
  - 1. Item: Removal of Unsatisfactory Soil; Technical Specifications Section 312316 "Excavation".
    - a. Description: Unsatisfactory soil excavation and disposal off site, as required and directed by geotechnical engineer
    - b. Unit of Measurement: Cubic yard (CY) of soil excavated, based on survey of volume removed.
  - 2. Item: Replacement of Unsuitable Soil with off-site aggregate base course (ABC) stone; Technical Specifications Section 312323 "Fill".
    - a. Description: Unsuitable soil excavation to be replaced with ABC.
    - b. Unit of Measurement: Cubic yard (CY)

3. Item: Standard concrete paving.
  - a. Description: Additional concrete paving according to Technical Specifications Section 321313 "Concrete Paving", not otherwise indicated in the Contract Documents. Also refer to details.
  - b. Unit of Measurement: Square Foot (SF)
4. Item: Remove and Re-install existing fence fabric
  - a. Description: Remove existing fencing fabric with care, store and protect on site, and re-install on the existing posts using new fence ties and misc. hardware. Refer to Technical Specifications Section 323113 as well as the details in the plan set.
  - b. Unit of Measurement: Linear Foot (LF)
5. Item: Remove existing fence fabric and install new fence fabric
  - a. Description: Remove existing fence fabric and dispose of off-site, taking care to protect the existing posts. Install new fence fabric to match remainder of existing fabric using new ties and misc. hardware. Refer to Technical Specifications Section 323113 as well as the details in the plan set.
  - b. Unit of Measurement: Linear Foot (LF)
6. Item: Remove existing fence posts and install new fence posts
  - a. Description: Remove existing fence post(s) including any footings and dispose of off-site. Install new posts to match remaining existing posts with proper footing. Refer to Technical Specifications Section 323113 as well as the details in the plan set.
  - b. Unit of Measurement: Each (EA)

<u>No. 1</u>	<i>Unsatisfactory soil removal</i>	<u>CY</u>	Unit Price (\$)	<u>17.00</u>
<u>No. 2</u>	<i>Unsuitable soil replacement with ABC</i>	<u>CY</u>	Unit Price (\$)	<u>17.00</u>
<u>No. 3</u>	<i>Standard-duty concrete paving, per details</i>	<u>SF</u>	Unit Price (\$)	<u>8.00</u>
<u>No. 4</u>	<i>Remove and re-install existing fence fabric</i>	<u>LF</u>	Unit Price (\$)	<u>10.00</u>
<u>No. 5</u>	<i>Remove existing fence fabric and install new fence fabric</i>	<u>LF</u>	Unit Price (\$)	<u>17.00</u>
<u>No. 6</u>	<i>Remove existing fence posts and install new fence posts</i>	<u>EA</u>	Unit Price (\$)	<u>200.00</u>

## **ALLOWANCES**

Include in the base bid proposal the following allowances.

### **A. CONTINGENCY ALLOWANCES**

1. Include in bid a stipulated sum/price as noted below for use upon Owner's instruction as a contingency allowance.
2. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead, and profit will be included in Change Orders authorizing expenditure of funds from this contingency allowance.
3. Funds will be drawn from contingency allowance only by Change Order.
4. At closeout of Contract, funds remaining in contingency allowance will be credited to Owner by Change Order.

### **B. TESTING AND INSPECTION ALLOWANCES**

1. Include in Contract a stipulated sum/price of \$20,000.00 for construction materials testing and

inspections.

2. Costs Included in Testing and Inspecting Allowances:
  - a. Cost of engaging testing and inspecting agency.
  - b. Execution of tests and inspecting.
  - c. Testing laboratory expenses.
  - d. Reporting results.
3. Costs Not Included in Testing and Inspecting Allowance but Included in Contract Sum/Price:
  - a. Costs of incidental labor and facilities required to assist testing or inspecting agency.
  - b. Costs of testing services used by Contractor separate from Contract Document requirements.
  - c. Costs of retesting upon failure of previous tests as determined by Owner.
4. Payment Procedures:
  - a. Submit one copy of inspecting or testing firm's invoice with next Application for Payment.
  - b. Pay invoice upon approval by Owner.
5. Differences in cost will be adjusted by Change Order.
6. At closeout of Contract, funds remaining in Construction Materials Testing allowance will be credited to Owner by Change Order.

Allowance A: Contingency Allowance: Include the sum of **equal to 10% of base bid** for Owner's use upon Owner's instruction as a contingency allowance.

Allowance B: Lump-Sum Testing and Inspection Allowance: Include the sum of **\$20,000** for 3<sup>rd</sup>-party Construction Materials Testing and Inspections.

### **ALTERNATES**

Provide add or deduct (as noted below) cost for the following items.

Alternate #1: (ADD) Substitute heavy duty concrete paving in lieu of asphalt paving.

One hundred fifty-four thousand four hundred Dollars (\$) 154,400.<sup>00</sup>

### **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (initial)</u>
<u>#1</u>	<u>4-03-24</u>	<u>JR</u>
<u>#2</u>	<u>4-12-24</u>	<u>JR</u>
<u>#3</u>	<u>4-16-24</u>	<u>JR</u>
<u>#4</u>	<u>4-17-24</u>	<u>JR</u>

Check here if no addenda were received: \_\_\_\_\_

Acknowledged for: Salisbury and Moore Construction, Inc.  
(Name of firm or corporation making bid)

Name: Andrew Harvick Title: President  
(Print or Type)

By: [Signature] Date: 4-25-24  
(Signature of Authorized Representative)

## PROPOSAL SIGNATURE PAGE

If the proposal exceeds \$500,000.00, the bidder is required to furnish surety per NC General Statute § 143-129. Upon failure to do so, the bidder agrees to forfeit to the Owner, attached cashier's check, certified check, or bid bond in the amount of 5% of the total bid proposal or:

\$ Bid Bond

The undersigned further agrees that in the case of failure on its part to execute the said contract and the bonds within ten (10) calendar days after being given written notice of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the owner's account set aside for the project.

Respectfully submitted this day of April 25<sup>th</sup>, 2024

By: Salisbury and Moore Construction, Inc.  
(Name of firm or corporation making bid)

WITNESS:

N/A  
(Proprietorship or Partnership)

By: AS-260  
Signature

Name: Andrew Harvick  
Print or type

Title: President  
(Owner/Partner/President/VP)

Address 8320 Litchford Rd., Suite 124

ATTEST:

By: [Signature]

Title: Mike Nolan - Asst. Sec.  
(Corp. Sec. or Asst. Sec. only)

Raleigh, NC 27615

License No. 100735

Federal I.D. No. 92-3071813

Email Address: andrew@salisburymoore.com

(CORPORATE SEAL)

**BIDDER QUALIFICATIONS:**

The Bidder shall furnish the following information; designed to assist the Owner in determining whether or not the Bidder is qualified to perform the work described in the Bid and Contract Documents:

1. List three references with contact person and telephone number who are qualified to objectively judge the results of similar work performed by the bidder in the last three years.

A. Chad Volk / Senior Architect / Davis Kane 919-719-2811  
NAME AND TITLE TELEPHONE NUMBER

Cary Apex Maint. Building - 1.5M July-2023  
PROJECT TITLE/DOLLAR AMOUNT DATE OF COMPLETION

Project Role: ☒ Prime GC ☐ Subcontractor

B. Stephanie Davis PM Timmons Group 919-532-3275  
NAME AND TITLE TELEPHONE NUMBER

Spring Park Improvements - 185k Dec. 2023  
PROJECT TITLE/ DOLLAR AMOUNT DATE OF COMPLETION

Project Role: ☒ Prime GC ☐ Subcontractor

C. Chanh Tran PE City of Raleigh 919-996-5580  
NAME AND TITLE TELEPHONE NUMBER

Fire Station 24 Improvements - 260k Dec-2023  
PROJECT TITLE/ DOLLAR AMOUNT DATE OF COMPLETION

Project Role: ☒ Prime GC ☐ Subcontractor

2. List previous contracting experience, including contract dollar amounts:

Durant Elementary - 280k

NC State Witherspoon - 1M

Knightdale Elementary - 290k

NC Zoo Mechanical - 2.1M

Hargraves park - 547k

Shiloh Park - 612k

NOTE: The Bidder shall attach additional sheets of information as needed to provide above requested information.



**GUIDELINES FOR RECRUITMENT AND SELECTION OF MINORITY BUSINESSES FOR  
PARTICIPATION IN APEX COMMUNITY PARK STREET HOCKEY RINK  
CONSTRUCTION**

The Town shall have a verifiable ten percent (10%) goal for participation by minority businesses in the total value of work for this Project.

**SECTION A: INTENT**

It is the intent of these guidelines that the Town of Apex, as awarding authority for this construction project, and the contractor and subcontractors performing the construction contract awarded shall cooperate and in good faith do all things legal, proper and reasonable to achieve the Town's goal of ten percent (10%) for participation by minority businesses in this Project. Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

**SECTION B: DEFINITIONS**

1. Minority - a person who is a citizen or lawful permanent resident of the United States and who is:
  - a. Black, that is, a person having origins in any of the black racial groups in Africa;
  - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
  - c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;
  - d. American Indian, that is, a person having origins in any of the original peoples of North America; or
  - e. Female
2. Minority Business - means a business:
  - a. In which at least fifty-one percent (51%) is owned by one or more minority persons, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
  - b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.
3. Socially and economically disadvantaged individual - means the same as defined in 15 U.S.C. 637. "Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities". "Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged".
4. Owner - The Town of Apex.
5. Designer - Any person, firm, partnership, or corporation, which has contracted with the Town of Apex to perform architectural or engineering work.
6. Bidder - Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.

7. Contract - A mutually binding legal relationship or any modification thereof obligating the seller to furnish equipment, materials or services, including construction, and obligating the buyer to pay for them.
8. Contractor - Any person, firm, partnership, corporation, association, or joint venture which has contracted with the Town of Apex to perform building construction work or repair.
9. Subcontractor - A firm under contract with the prime contractor or construction manager at risk for supplying materials or labor and materials and/or installation. The subcontractor may or may not provide materials in his subcontract.
10. Good Faith Effort – An activity performed by Bidders and the Town of Apex to assure the participation of minority, women, and socially and economically disadvantaged in contracts covered under these guidelines.

#### **SECTION D: RESPONSIBILITIES**

1. Office for Historically Underutilized Businesses, Department of Administration (hereinafter referred to as HUB Office).

The HUB Office has established a program, which allows interested persons or businesses qualifying as a minority business under G.S. 143-128.2, to obtain certification in the State of North Carolina procurement system. The information provided by the minority businesses will be used by the HUB Office to:

- a. Identify those areas of work for which there are minority businesses, as requested.
- b. Make available to interested parties a list of prospective minority business contractors and subcontractors.
- c. Assist in the determination of technical assistance needed by minority business contractors.

In addition to being responsible for the certification/verification of minority businesses that want to participate in the State construction program, the HUB Office will:

- (1) Maintain a current list of minority businesses. The list shall include the areas of work in which each minority business is interested.
- (2) Inform minority businesses on how to identify and obtain contracting and subcontracting opportunities through the public entities.
- (3) Inform minority businesses of the contracting and subcontracting process for public construction building projects.
- (4) Work with the North Carolina trade and professional organizations to improve the ability of minority businesses to compete in public entity construction projects.
- (5) The HUB Office also oversees the minority business program by:
  - a. Monitoring compliance with the program requirements.
  - b. Assisting in the implementation of training and technical assistance programs.
  - c. Identifying and implementing outreach efforts to increase the utilization of minority businesses.
  - d. Reporting the results of minority business utilization to the Secretary of the Department of Administration, the Governor, and the General Assembly.

2. Town of Apex

Before awarding a contract, Town shall do the following:

- a. Attend the scheduled prebid conference.
- b. At least 10 days prior to the scheduled day of bid opening, notify minority businesses that have requested notices from the Town for public construction or repair work and minority businesses that otherwise indicated to the Office for Historically Underutilized Businesses an interest in the type of work being bid or the potential contracting opportunities listed in the proposal. The notification shall include the following:
  1. A description of the work for which the bid is being solicited.
  2. The date, time, and location where bids are to be submitted.
  3. The name of the individual within the owner's organization who will be available to answer questions about the project.
  4. Where bid documents may be reviewed.
  5. Any special requirements that may exist.
- d. Utilize other media, as appropriate, likely to inform potential minority businesses of the bid being sought.
- e. Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
- f. Evaluate documentation to determine good faith effort has been achieved for minority business utilization prior to recommendation of award to Town Council.
- g. Review prime contractors' documentation for compliance with minority business utilization commitments.

3. Prime Contractor(s), CM at Risk, and Its First-Tier Subcontractors

Under the single-prime bidding, the separate-prime bidding, construction manager at risk and alternative contracting methods, contractor(s) will:

- a. Attend the scheduled pre-bid conference.
- b. Identify or determine those work areas of a subcontract where minority businesses may have an interest in performing subcontract work.
- c. At least ten (10) days prior to the scheduled day of bid opening, notify minority businesses of potential subcontracting opportunities listed in the proposal. The notification will include the following:
  - (1) A description of the work for which the sub-bid is being solicited.
  - (2) The date, time and location where sub-bids are to be submitted.
  - (3) The name of the individual within the company who will be available to answer questions about the project.
  - (4) Where bid documents may be reviewed.
  - (5) Any special requirements that may exist, such as insurance, licenses, bonds and financial arrangements.

If there are more than three (3) minority businesses in the general locality of the project who offer similar contracting or subcontracting services in the specific trade, the contractor(s) shall notify three (3), but may contact more, if the contractor(s) so desires.

- d. During the bidding process, comply with the contractor(s) requirements listed in the proposal for minority participation.
- e. Identify on the bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing Good Faith Efforts.
- f. Make documentation showing evidence of implementation of PM, CM-at-Risk and First-Tier Subcontractor responsibilities available for review by the Town, upon request.
- g. Upon being named the apparent low bidder, unless Bidder will be submitting Affidavit B (Intent to Perform Contract with Own Workforce), the Bidder shall provide one of the following:

- (1) an affidavit (Affidavit C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal.
  - (2) if the percentage is not equal to the applicable goal, then documentation of all good faith efforts taken to meet the goal. Failure to comply with these requirements is grounds for rejection of the bid and award to the next lowest responsible and responsive bidder.
- h. The contractor(s) shall identify the name(s) of minority business subcontractor(s) and corresponding dollar amount of work on the schedule of values. The schedule of values shall be provided as required in the Contract between the Town and Contractor to facilitate payments to the subcontractors.
  - i. The contractor(s) shall submit with each monthly pay request(s) and final payment(s), "MBE Documentation for Contract Payment" – (Appendix A), for designer's review.
  - j. During the construction of a project, at any time, if it becomes necessary to replace a minority business subcontractor, immediately advise the Town in writing of the circumstances involved. The prime contractor shall make a good faith effort to replace a minority business subcontractor with another minority business subcontractor.
  - k. If during the construction of a project additional subcontracting opportunities become available, make a good faith effort to solicit subbids from minority businesses.
  - l. It is the intent of these requirements to apply to all contractors performing as prime contractor and first tier subcontractor under construction manager at risk on Town projects.

#### 4. Minority Business Responsibilities

1. The Town of Apex does not certify minority, disadvantaged, or woman-owned businesses. Only businesses registered through the NC Department of Administration Historically Underutilized Business (HUB) office will be considered when determining MWBE participation percentages on contracts. It is the responsibility of minority business owners to register with the HUB office through their website or by calling their office.
2. Minority businesses contracted by owners or bidders must respond promptly, whether or not they wish to submit a bid.

### **MINORITY BUSINESS CONTRACT PROVISIONS (CONSTRUCTION)**

#### **APPLICATION:**

The **Guidelines for Recruitment and Selection of Minority Businesses for Participation in Apex Community Park Street Hockey Rink Construction** are hereby made a part of the Contract Documents. These guidelines shall apply to all contractors regardless of ownership. Copies of these guidelines may be obtained from Angela Reincke (physical address) John M. Brown Community Center, 53 Hunter St., Apex, NC 27502, (mail address) PO Box 250, Apex, NC 27502, phone (919) 372-7468.

#### **MINORITY BUSINESS SUBCONTRACT GOALS:**

The goal for participation by minority firms as subcontractors on this project has been set at 10%.

The bidder must identify on its bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit (Affidavit A) listing good faith efforts or affidavit (Affidavit B) of self-performance of work, if the bidder will perform work under contract by its own workforce which includes sufficient information for the Town to determine that the bidder does not customarily subcontract work on this type project.

The lowest responsible, responsive bidder must provide Affidavit C, that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal.

**OR**

Provide Affidavit D, that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, **with documentation of Good Faith Effort, if the percentage is not equal to the applicable goal.**

**The above information must be provided as required. Failure to submit these documents is grounds for rejection of the bid.**

#### **MINIMUM COMPLIANCE REQUIREMENTS:**

All written statements, affidavits or intentions made by the Bidder shall become a part of the agreement between the Contractor and the Town for performance of this contract. Failure to comply with any of these statements, affidavits or intentions, or with the minority business Guidelines shall constitute a breach of the contract. A finding by the Town that any information submitted either prior to award of the contract or during the performance of the contract is inaccurate, false or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the Town whether to terminate the contract for breach.

In determining whether a contractor has made Good Faith Efforts, the Town will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts. Contractors are required to earn at least 50 points as designated below. Failure to file the required affidavit or documentation that demonstrates the Contractor made the required Good Faith Efforts is grounds for rejection of the bid. Good Faith Efforts include:

- (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed. (10 points)
- (2) Making the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due. (10 points)
- (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation. (15 points)
- (4) Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses. (10 points)

- (5) Attending any pre-bid meetings scheduled by the public owner. (10 points)
- (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. (20 points)
- (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing. (15 points)
- (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. (25 points)
- (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. (20 points)
- (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. (20 points)



# AFFIDAVIT A - Listing of Good Faith Efforts

(Name of Bidder)

Affidavit of Salisbury and Moore Construction, Inc.

I have made a good faith effort to comply under the following areas checked:

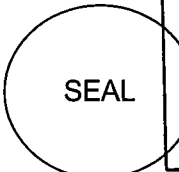
**Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.** (1 NC Administrative Code 30 I.0101)

- ☐ 1 - (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ 2 - (10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☒ 3 - (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ 4 - (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ 5 - (10 pts) Attended prebid meetings scheduled by the public owner.
- ☒ 6 - (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ 7 - (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ 8 - (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☒ 9 - (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☒ 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d). Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 4-25-24 Name of Authorized Officer: Andrew Harvick

	Angela Fournier	Signature: <u>[Signature]</u>
	NOTARY PUBLIC	
	Wake County, NC	Title: <u>President</u>
	My Commission Expires September 18, 2027	

State of North Carolina, County of Wake

Subscribed and sworn to before me this 24th day of April 2024

Notary Public Angela Fournier

My commission expires Sept. 18, 2027

003000-23



**EXECUTION OF BID  
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION  
CORPORATION**


The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

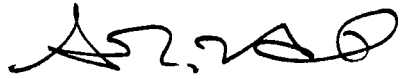
In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

**SIGNATURE OF CONTRACTOR**

Salisbury and Moore Construction, Inc.  
Full name of Corporation

8320 Litchford Rd, Suite 124 Raleigh NC 27615  
Address as Prequalified

Attest   
Secretary/Assistant Secretary  
Select appropriate title Mike Nolan

By   
President/Vice President/Assistant Vice President  
Select appropriate title Andrew Harvick

Mike Nolan  
Print or type Signer's name

Andrew Harvick  
Print or type Signer's name

**CORPORATE SEAL**

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

24<sup>th</sup> day of April 2024

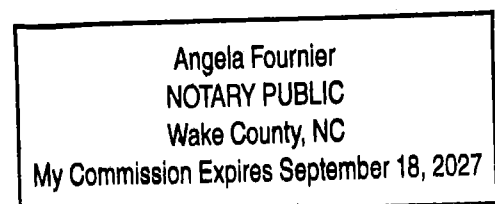
  
Signature of Notary Public

**NOTARY SEAL**

of Wake County

State of North Carolina

My Commission Expires: Sept. 18, 2027



## DEBARMENT CERTIFICATION

### Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Municipality if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Municipality, or has become erroneous because of changed circumstances.
2. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Municipality project representative.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in Municipal contracts, unless authorized by the Municipality.
4. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
6. Except as authorized in paragraph 6 herein, the Municipality may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

### **DEBARMENT CERTIFICATION**

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

☐

Check here if an explanation is attached to this certification.

Expiration Date

12/31/2024

License No.

100735

# North Carolina

## Licensing Board for General Contractors

This is to Certify That:

Salisbury & Moore Construction, Inc.

Raleigh, NC

is duly registered and entitled to practice

## General Contracting

Limitation: Unlimited

Classification: Building

until

December 31, 2024

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/08/2024

This certificate may not be altered.



*Robert H. H. H.*  
Chairman

*C. Hank Wiener*  
Secretary-Treasurer



# Town of Apex

## CAPITAL PROJECT ORDINANCE AMENDMENT 2024-20

### Recreation Capital Project Fund

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

**Section 1. The revenues anticipated for the projects are:**

67-9200-0010-33230 Interest Earned	10,000
67-9200-0013-36710 Transfer from General Fund	250,000
<b>Total Revenues</b>	<b>\$260,000</b>

**Section 2. The expenditures anticipated are:**

67-9200-0010: Apex West Greenway	10,000
67-9200-0013: ACP - Street Hockey Rink	250,000
<b>Total Expenditures</b>	<b>\$260,000</b>

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

Adopted this the 28th day of May, 2024.

Attest:

\_\_\_\_\_  
Jacques K. Gilbert, Mayor

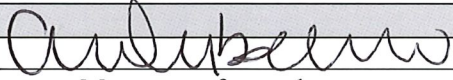
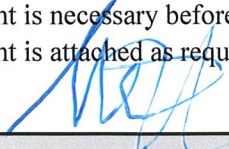
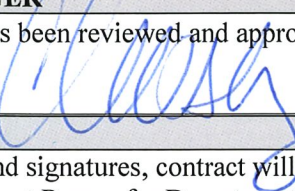
\_\_\_\_\_  
Allen L. Coleman, CMC, NCCCC  
Town Clerk

CONT-2023-077

## CONTRACT ROUTING CONTROL SHEET

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

**EVERY SECTION MUST BE COMPLETED**

<b>DEPARTMENT:</b> Parks, Recreation and Cultural Resources	
Department Contact Person for Contract: <u>Craig Setzer</u>	Extension: <u>3511</u>
Contractor/Vendor Name and address: <u>Hurricanes Hockey, LP/1400 Edwards Mill Rd., Raleigh, NC 27607</u>	
Contractor/Vendor Phone: <u>919-861-7195</u> /Contractor/Vendor Contact Person: <u>Thomas Whitmeyer</u>	
Purpose of Contract: <u>Agreement related to partnership with Hurricanes Hockey related to two street hockey courts proposed for Apex Community Park.</u>	
Amount: <u>\$300,000</u>	Budget Code: <u>\$50,000 FY 22'-23' 10-6200-44600</u> <u>\$250,000 FY 23'-24' 10-6200-47300</u>
Type of Contract: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renew <input type="checkbox"/> Amendment	Exhibits/Attachments included: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A
Department Director's Signature: <u>Craig Setzer</u>	<small>Digitally signed by Craig Setzer Date: 2023.04.05 13:25:23 -0400</small> Date: _____
<i>All Contracts should be sent to the Purchasing and Contract Manager (Steve Maynard). Steve will determine whether the contract will need to go to the Legal Department for review or not.</i>	
<b>LEGAL</b>	
Reviewed by: <u>Christopher Welch</u>	<small>Digitally signed by Christopher Welch Date: 2023.04.05 14:29:23 -0400</small> Date: <u>04/05/2023</u>
Comments: <u>Agreement drafted and negotiated by legal staff</u>	
<input checked="" type="checkbox"/> Town Council approval required <input type="checkbox"/> Town Manager authorized to approve <input type="checkbox"/> N/A – Purchasing and Contract Manager to forward <input type="checkbox"/> Other Approvals required/permitted: _____	
<b>RISK MANAGER</b>	
Reviewed by and approved: <u></u>	Date: <u>4/5/2023</u>
<input type="checkbox"/> N/A – Purchasing and Contract Manager to forward <input checked="" type="checkbox"/> Insurance specifications meet requirements. <input type="checkbox"/> Insurance specifications have been revised. <input type="checkbox"/> A pre-project safety review between the contractor and contracting department is required.	
<i>Return to Department Contact Person to have contract signed by Contractor prior to forwarding to Finance Director Obtain a copy of Certificate of Insurance that includes the proper coverage and shows the Town as an additional insured</i>	
<b>FINANCE DIRECTOR</b>	
<input type="checkbox"/> Sufficient funds are available in the proper category to pay for this expenditure. <input type="checkbox"/> This contract is conditioned upon appropriation by the Town Council of sufficient funds. <input type="checkbox"/> A budget amendment is necessary before this agreement is approved. <input type="checkbox"/> A budget amendment is attached as required for approval of this agreement.	
Finance Director: <u></u>	Date: <u>4/19/23</u>
<b>TOWN CLERK</b>	
Date Received: <u>4/5/2023</u>	Signed by Contractor: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO --Return to Department
Council Action Required: – forward to Town Manager Agenda Date: <u>4/11/23</u>	
Approved by Council: <input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>TOWN MANAGER</b>	
This document has been reviewed and approval is recommended by the Town Manager: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
Town Manager: <u></u>	Date: <u>4/25/23</u>
After approval and signatures, contract will be sent to the Purchasing and Contracts Manager who will return it to the Department Contact Person for Department to administer.	
Scan signed contract to Department contracts folder (include Routing Sheet and copy of Certificate of Insurance)	

## Carolina Hurricanes Agreement

The proposed Re-development and Use Agreement with Hurricanes Hockey, LP sets forth the terms and conditions for the redevelopment of the front multi-purpose field of Apex Community Park for use as a multi-functional sports court which will provide area youth and adults new and expanded programming and open play opportunities including street hockey, futsal, and basketball.



# **JOINT DEVELOPMENT, USE, AND BRANDING AGREEMENT FOR THE NEW STREET HOCKEY FACILITY AT APEX COMMUNITY PARK**

This Agreement ("**Agreement**") made and entered into this 17<sup>th</sup> day of April, 2023, by and among the Town of Apex, a municipal corporation of the State of North Carolina (the "**Town**") having its principal place of business located at 73 Hunter Street Apex, NC 27502 and Hurricanes Hockey, LP ("**Hurricanes**"), a Delaware limited partnership, having its principal place of business located at 1400 Edwards Mill Road Raleigh, NC 27607 (jointly, the "**Parties**").

**WHEREAS**, the Town and Hurricanes have entered into a Memorandum of Understanding dated February 14, 2023, related to the joint redevelopment and use of a Town facility; and

**WHEREAS**, the Town and Hurricanes desire to establish a partnership to construct, operate, and maintain a new street hockey facility within the Town of Apex ("**Facility**"); and

**WHEREAS**, the Project will consist of construction of a new street hockey facility, which will be built on land owned by the Town. The Town will be responsible for design and construction of the foundation of the rink based on the Hurricanes' specifications and Hurricanes shall purchase and install equipment; and

**WHEREAS**, upon completion of construction of the rink and the installation of equipment, the Town shall be responsible for the operation and maintenance of the Facility. The Parties desire to establish branding and sponsorship as deemed appropriate by the Parties and coordinate scheduling for use of the Facility; and

**WHEREAS**, the Town is authorized to enter into this Agreement pursuant to the provisions of N.C.G.S. 160A-20.1.

**NOW, THEREFORE**, the Parties agree as follows:

## **1. Property Description.**

Apex Community Park ("**ACP**") is a Town-owned property located at 2200 Laura Duncan Road, comprising of approximately 162.14 acres, more or less, designated as PIN # 0752-28-9038 by the Wake County Revenue Department, and as shown on a map recorded in Book of Maps 1991, Page 0912, in the Wake County Registry, for its use and for the general use of its citizens. The new street hockey facility ("**Facility**") shall consist of the portion of ACP which is currently a multipurpose field located on the north side of Apex Community Park Drive, immediately to the east of Laura Duncan Road and shares a parking lot with Field 3.

## **2. Term.**

The term of this Agreement shall be for a period of seven (7) years from the date of execution by the party signing the Agreement last, unless terminated earlier in accordance with Section 12 of this Agreement.



### 3. **Responsibilities of the Parties**

#### A. **Hurricanes' Contribution**

1. Equipment. The Hurricanes will contribute up to \$600,000.00 in the form of equipment, and installation of equipment, needed for the development of the Facility. Equipment to be provided by the Hurricanes includes, but is not limited to, the equipment and materials necessary to properly upfit one (1) court area for street hockey programming, and one (1) multi-functional court area for street hockey, basketball, and futsal programming. Hurricanes will procure the desired court surface, boards, goals, nets, scoreboards, penalty boxes, scoring boxes, team boxes benches, accessory equipment and materials as desired and appropriate for street hockey programming. Hurricanes and its contractors shall leave the Facility in a condition approved by the Town. Hurricanes shall provide equipment for participants in street hockey programs to use, including protective goalie gear, sticks, balls, and nets.
2. Specifications. The Hurricanes shall require its contractor or subcontractors to provide the required construction specifications for the Facility's foundation to the Town's selected vendors, contractors, and subcontractors to facilitate accurate designing, planning, and construction of the foundation of the Facility. Hurricanes shall transfer to the Town all titles, warranties, and guarantees acquired from its vendors, contractors, and subcontractors related to equipment, materials, and installation of the equipment and materials at the Facility. Hurricanes shall ensure there are no liens on the equipment prior to transfer of title to Town.

#### B. **Town Contribution**

The Town will contribute an estimated \$300,000.00 for the design, planning, permitting, and construction of two (2) asphalt base surface court areas, accessible concrete walkways and plazas between the existing parking area and the two new court areas. The Town may, in its sole discretion, install a roof above one or both of the court areas. The Town shall be responsible for soliciting, bidding, contracting for, and administering the site grading, site drainage, and installation and construction of the accessible concrete walkways, concrete plazas, the two (2) asphalt base surface court areas, and, if applicable, any roofs above the court areas. The Town shall also provide lighting to the Facility and power to the scoreboard and any scorer's table. The Town will prepare, advertise, and solicit bids to design the Facility in accordance with the specifications provided by vendors selected by Hurricanes. The Town's selection of architect, engineer, general contractor, or any other professionals, contractors, and subcontractors shall be awarded in compliance with North Carolina law.

### 4. **Ownership, Maintenance, and Repair of the Facility.**

The Town shall at all times own, operate, maintain, repair, and otherwise be responsible for the Facility. All improvements made to or upon the Facility, whether pursuant to this Agreement or otherwise, shall become the property of the Town. The Town shall maintain the parking lots adjacent to the Facility in a reasonable manner.

**5. Joint Use and Scheduling of the Facility.**

The Parties agree that use of the Facility shall be in accordance with the following conditions and provisions:

**A. Administrative Control.**

1. The Town of Apex Parks, Recreation and Cultural Resources Director or designee shall have administrative control of ACP and the Facility at all times.

**B. Scheduling and Use.**

1. The Parties shall designate at least one person as their point-of-contact for communications. Hurricanes designee and/or other responsible members shall:
  - a. Participate in the site coordination meeting (at least four times each year).
  - b. Communicate on a monthly basis to confirm or update the master calendar for the Facility.
  - c. Be responsible for making participants aware of any cancellations or rescheduling of Hurricanes events or activities at the Facility.
  - d. Be aware of special circumstances such as emergencies or severe weather conditions that may affect use of the Facility.
2. Use of the Facility shall be in accordance with the following conditions and provisions:
  - a. Hurricanes and Town designees shall:
    - (1) Coordinate and establish the times available for use.
    - (2) Make determinations for court accessibility and use based on court conditions and safety level.
  - b. Facility conditions may limit use.
3. Site Coordination Meeting. The Parties agree to meet a minimum of four times per year to coordinate use, develop and update the Town's master calendar, and evaluate the conditions of the Facility for necessary or desired repairs and maintenance.
  - a. The Parties shall work together to develop and maintain a master schedule.
  - b. The Parties shall maintain an on-going, open communication between one another while acting in good faith to build a positive reciprocal relationship.
4. Hurricanes or their designees shall have the right to schedule exclusive use of the Facility for a minimum of the following:
  - a. Two nights per week, for a minimum of two hours per night; and
  - b. One weekend every two months, for a minimum of eight hours and maximum of eighteen hours per weekend

For the purpose of this Agreement, a "night" shall be the time between 5 p.m. and the closing time of ACP.
5. During times which are not reserved for exclusive use by the Hurricanes or their designees, the Town reserves the right to schedule programming at the Facility. The Town may schedule programming and reserve time for unprogrammed use by the general public.

**C. Inclement Weather.**

The Town in its sole discretion will make decisions on when to close its parks, including ACP and the Facility, due to emergencies including inclement weather. Hurricanes agrees to comply with the Town's determinations and will not access the Facility on these days or times.

**D. Fees/Charges.**



The Parties agree that, except as expressly stated in this Agreement, there shall be no additional fees and/or charges associated with the Hurricanes' use of the Facility unless mutually agreed upon.

E. **Income from Hurricanes Programs.**

Town agrees that the income from Hurricanes programs and events operated at the Facility that are subject to this Agreement shall go to the Hurricanes.

F. **Income from Town Programs.**

Hurricanes agrees that the income from Town programs and events shall go to the Town.

6. **Branding and Sponsorship Placement**

For the term of this agreement, the Hurricanes shall have the exclusive right to the naming of the Facility ("Naming") and to advertisements on the goal posts, court tiles, dasher boards, scoreboards, and perimeter fencing ("Advertising"). Naming and Advertising shall, at all times, be in compliance with the Town's Naming Rights Policy, a copy of which shall be kept on file with the Town Clerk. If at any time during the term of this agreement and in the Town's sole discretion, the Naming or Advertising does not comply with the Town of Apex Naming Rights Policy, the Naming and Advertising shall be removed and Apex may, in its sole and absolute discretion, terminate the Agreement. The Town will exercise full editorial approval, which shall not be unreasonably withheld, over the placement, content, appearance, and wording of names, sponsorship acknowledgments, and related messages on Town Property and through Town communications media. Such messages are intended to be government speech.

7. **Revenues.**

Fifteen (15%) of Net Revenue ("Net Revenue" shall be defined as revenues collected by the Hurricanes in connection with the Advertising rights less any hard costs paid by the Hurricanes and less any sales commissions paid by the Hurricanes) received by the Hurricanes in connection with the Advertising rights granted in this Agreement shall be paid to the Town. Hurricanes shall prepare and submit an annual report by June 30th of each year which details the gross revenues, costs, and Net Revenue generated from the Advertising rights sold by Hurricanes to third parties during the Hurricanes fiscal year. Hurricanes shall provide fifteen percent (15%) of Net Revenue to the Town no later than July 31 of each year during the term of this Agreement.

8. **Logos.**

The Parties shall collaborate on the placement of branding for both Party's logos and trademarks.

9. **Liability and Indemnification.**

Hurricanes agrees that the Town is authorizing the use of its property pursuant to this Agreement, and that the Town does not hereby incur any liability to the Town or any member of the public for permitting this use. No liability shall attach to the Town, individually or collectively, for any injury suffered by reason of Hurricanes use pursuant to this Agreement. To the extent permitted by law, Hurricanes shall indemnify the Town, its agents, and employees from and against claims or damages, including attorney's fees, caused by the

negligence or intentional wrongdoing of Hurricanes, its agents, invitees, contractors, or employees in the performance of this Agreement.

No liability shall attach to the Hurricanes, individually or collectively, for any injury suffered by reason of Town's use pursuant to this Agreement. To the extent permitted by law, the Town shall indemnify the Hurricanes, its agents, and employees from and against claims or damages, including attorney's fees, caused by the negligence or intentional wrongdoing of the Town, its agents, invitees, contractors, or employees in the performance of this Agreement.

**9. Insurance.**

**A. Commercial General Liability.**

Each party shall maintain at all times during the term of this Agreement and during any and every extension thereof commercial general liability insurance in the amount of \$1,000,000 / \$2,000,000, or the minimum amount required by North Carolina state law, covering personal injury for each accident or occurrence growing out of the Parties' development and use of the Facility and at least \$1,000,000 or the minimum amount required by North Carolina state law to cover property damage growing out of each accident or occurrence. Each contractor and subcontractor working on redevelopment of the Facility on behalf of either Party shall maintain commercial general liability insurance in the amount of \$1,000,000 / \$2,000,000, or the minimum amount required by North Carolina state law, covering personal injury and property damage for each accident or occurrence growing out of the redevelopment of the Facility. The Town shall be named as an additional insured on Hurricanes insurance policies and insurance policies held by the Hurricanes' contractors and subcontractors. The Parties are each responsible for insuring replacement value of their respective personal property.

**B. Commercial Automobile Liability.**

Each party shall maintain during the redevelopment of the Facility commercial automobile liability insurance in the minimum amount of \$1,000,000.

**C. Workers' Compensation and Employer's Liability.**

Each party, their contractors, and their subcontractors shall maintain workers' compensation insurance as mandated by state law for employees or contractors performing work at or around the Facility, and will maintain employer's liability insurance in an amount of at least \$1,000,000.

**D. Certificates of Insurance.**

Each party shall furnish the other party with evidence of such insurance and of its renewal as the premiums become due. Each party shall provide the other party with thirty days prior written notice of any reduction in coverage or cancellation of such insurance.

**10. Use of Care.**

The Parties acknowledge that any development, construction, repair, maintenance, and/or use pursuant to this Agreement will take place at a Town parks facility at which children and adult members of the public may be present. Town shall take reasonable care under the circumstances to protect and secure any construction and/or maintenance areas to minimize the possibility of injury to the public. No use of the Facility shall be inconsistent with the proper care and preservation of Town property used for recreational programming. The Parties agree to keep the Facility in a clean and safe condition at all times and to ensure that



any equipment, materials, or supplies brought to the Facility are properly and safely stored when not in use.

**11. Nondiscrimination.**

Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, neither Hurricanes nor the Town shall discriminate against any participant in a program at the Facility who is a member of a protected class. 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 hairstyle, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

**12. Termination.**

- A. This Agreement may be terminated by either party, in the event the breaching party should fail to keep, perform or abide by any term, condition or covenant of this Agreement for a period of thirty (30) days after written notice (email inclusive) of such failure by the non-breaching party. If the Hurricanes is the breaching party, the Town may suspend the Hurricanes' use and ability to schedule events until the Hurricanes demonstrates to the Town's satisfaction that the Hurricanes has corrected its breach and is fully performing its obligations under the terms, conditions, and covenants of this Agreement. If the Hurricanes fail to correct its breach and Town exercises this right of termination, Hurricanes shall relinquish any interest in any of the improvements made to the Facility under this Agreement and no reimbursement shall be due.

**13. Notices.**

All notices, requests, approvals, or consents required to be given hereunder shall be in writing and hand delivered or sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

Hurricanes:      General Manager: Don Waddell  
Carolina Hurricanes  
1400 Edwards Mill Rd  
Raleigh, NC 27607

With a copy to:

Youth & Amateur Hockey Specialist: Thomas Weathers  
Carolina Hurricanes  
1400 Edwards Mill Rd  
Raleigh, NC 27607

Town:              Town Manager  
Town of Apex  
P.O. Box 250  
Apex, NC 27502

With a copy to:

Town Attorney  
Town of Apex  
P.O. Box 250  
Apex, NC 27502

or to such other address as either party may specify in the manner hereinabove prescribed.

14. **Severability.**

In the event any term or provision of this Agreement shall be adjudged to be partially or completely invalid or unenforceable, then such term or provision shall be severed from this Agreement, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. **Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

16. **Non-Assignment.**

Hurricanes may not assign this Agreement without written mutual agreement signed by the parties. Hurricanes may schedule and use the Facility only as provided in this Agreement.

17. **Entire Agreement.**

The Parties agree that this document constitutes the entire agreement between the parties and may only be modified by a written mutual agreement signed by the parties. To the extent that there is any conflict between the terms of this Agreement and any prior understanding or agreement between the parties, the terms of this Agreement shall control.

18. **Agreement in Counterparts.**

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

19. **Amendment:**

This Agreement may not be amended except in writing signed by both parties.

**[SIGNATURE PAGES FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, Hurricanes Hockey, LP has caused this Agreement to be signed by its President, attested by its Secretary, and sealed with its seal, and the Town of Apex has caused this Agreement to be signed by its Manager, attested to by its Town Clerk, and sealed with its seal, by order of the respective governing boards duly given the day and year first written above.

HURRICANES HOCKEY, LP

ATTEST

By: *Donald Waddell* (SEAL)  
President

By: \_\_\_\_\_  
Secretary

(Affix Seal)

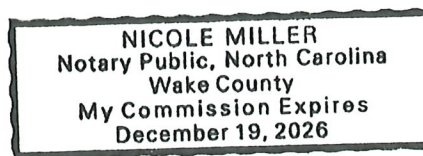
NORTH CAROLINA  
WAKE COUNTY

The undersigned, a Notary Public of the County and State aforesaid, hereby certified that Donald Waddell personally appeared before me this day, and being duly sworn by me, acknowledged that he/she is Secretary of the Hurricanes Hockey, LP, and that by authority duly given and as the act of the Hurricanes the forgoing instrument was signed by its President, sealed with its seal, and attested by him/her as its Secretary.

Witness my hand and notarial seal this 17 day of April, 2023.

Nicole Miller  
Type or Print Notary Name  
Commission expires: 12/19/2026

*Nicole Miller*  
Notary Signature



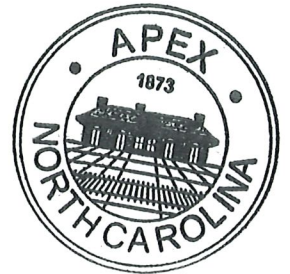
TOWN OF APEX

By: [Signature] (SEAL)  
Town Manager

ATTEST

By: [Signature]  
Town Clerk

(Affix Town Seal)



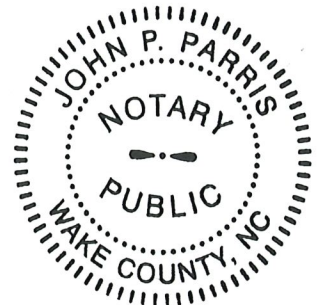
NORTH CAROLINA  
WAKE COUNTY

The undersigned, a Notary Public of the County and State aforesaid hereby certified that Allen Coleman personally appeared before me this day, and being duly sworn by me acknowledged that he/she is Town Clerk of the Town of Apex, and that by authority duly given and as the act of the Town, the forgoing instrument was signed by its Town Manager, sealed with its corporate seal, and attested by him/her as its Town Clerk.

Witness my hand and notarial seal this 25<sup>th</sup> day of April, 2023.

John P. Parris  
Type or Print Notary Name  
Commission expires: March 29, 2028

[Signature]  
Notary Signature



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

[Signature]



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 28, 2024

## Item Details

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

Department(s): Public Works

### Requested Motion

Motion to approve a second amendment to the multi-year standard services agreement between Worrie Free Cleaning Service, LLC, and the Town of Apex, to include the following additional Town Facilities and associated cost: Public Safety Station No. 6 and Mason Street Municipal Building, effective upon execution through June 30, 2025, and authorize the Town Manager, or their designee, to execute on behalf of the Town.

### Approval Recommended?

Yes

### Item Details

This amendment expands the janitorial contracted services to cover new facilities that came online in FY2024 and incorporates additional services agreed to in the first amendment, dated June 30, 2023, into the original agreement's terms and conditions. Janitorial services in this agreement include daily custodial services and annual deep cleaning of the carpet. The table below summarizes the new facilities, services, and associated costs covered by this amendment.

<b>Added Facility</b>	<b>Custodial Services - Annual Cost</b>	<b>Flooring Deep Cleaning or Waxing - Annual Cost</b>	<b>Total Annual Cost</b>
PSS#6*	\$2,940.00	\$320.00	\$3,260.00
Mason Street Municipal Building	\$35,244.00	\$3,684.45	\$38,928.45
<b>Total Annual Cost</b>			<b>\$42,188.45</b>

*\*This amendment only adds three day per week custodial services to the Police portion of Public Safety Station (PSS) No.6. Custodial services for the Fire portion of PSS No. 6 is completed by staff assigned to the station.*

### Attachments

- CN2-A1: Original Contract Dated June 30, 2022 (CONT-2022-096) - Contract Amendment No. 2 - Worrie Free Cleaning Services LLC - Expansion of Services
- CN2-A2: Amendment No. 1 Dated June 30, 2023 (CONT-2023-186) - Contract Amendment No. 2 - Worrie Free Cleaning Services LLC - Expansion of Services
- CN2-A3: Proposed Amendment No. 2 - Contract Amendment No. 2 - Worrie Free Cleaning Services LLC - Expansion of Services
- CN2-A4: Exhibit A - Building and Service Requirements - Contract Amendment No. 2 - Worrie Free Cleaning Services LLC - Expansion of Services
- CN2-A5: Exhibit B - Service Costs - Contract Amendment No. 2 - Worrie Free Cleaning Services LLC - Expansion of Services



STATE OF NORTH CAROLINA  
COUNTY OF WAKE

PURCHASE ORDER # 2023-007  
STANDARD SERVICES AGREEMENT

THIS STANDARD SERVICES AGREEMENT (hereinafter "Agreement") is entered into this 30<sup>th</sup> day of June, 2022 by and between, Worrie Free Cleaning Service, LLC, a North Carolina limited liability company with its principal business offices located at 6300 Creedmoor Rd. Suite 170-111 Raleigh NC, 27612 (the "Contractor"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Contractor may collectively be referred to as "Parties" hereinafter.

**WITNESSETH:**

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

**1. SCOPE OF SERVICES.**

The Contractor agrees to perform for the Town the following services: Provide custodial and specialty cleaning services as described in the attached exhibit "A" at the locations and frequencies as outlined in exhibit "A" which is hereby incorporated by reference into this agreement. The Contractor acknowledges that it has been made aware of the street addresses of each of the locations described in the cost of this agreement as described in exhibit "B", attached hereto and hereby made part of this Agreement.

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

**2. SPECIFICATIONS.**

Contractor shall provide services in accordance with all governing agency regulations and shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina. Upon request by the Town, Contractor will provide plans and specifications prior to engaging in any services under this Agreement. Contractor hereby acknowledges that it is fully licensed to perform the work contemplated by this Agreement. In the event of a conflict between any provided plans and specifications and this Agreement, this Agreement shall control.

**3. TIME OF COMMENCEMENT AND COMPLETION.**

Contractor shall commence the work required in this Agreement no more than 2 days after the date of execution of this Agreement, and the Contractor shall complete entire work no later than 6/30/2025. If a Scope of Services is provided Contractor shall also comply with all timelines and deadlines documented in the Scope of Services. If Contractor has not satisfactorily commenced or completed the work within the times specified, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies. Any changes to the schedule(s) provided in the Agreement must be agreed to in writing by the Town and the Contractor.

**4. CONSIDERATION AND PAYMENT OF SERVICES.**

In consideration of the above services, the Town will pay the Contractor the sum of \$25,459.92 for Daily Services each full month through June 30, 2023 (or an appropriately reduced portion of the monthly sum if services were not rendered fully for the initial month). The monthly cost is broken down as detailed in the

attached Exhibit “B” Daily Services. The Town will also pay for Specialty Services as shown on Exhibit B2 “Specialty Services” which is hereby incorporated by reference into this Agreement. The Parties hereby recognize and agree that the total cost for the first full year of services as shown on Exhibit “B” Daily Services & “B2” Specialty Services” is \$374,596.04 and the amount invoiced will not exceed this amount for the first year. The Parties agree that this sum will be used for the purpose of calculating the cost increase for year 2 of the Agreement (July 1, 2023 – June 30, 2024) as shown on Exhibits B and B2 but that this sum is not owed by the Town prior to July 1, 2023 as a full year of services will not have been provided by the Contractor. The cost increase provided for in this Agreement shall begin on July 1, 2023 based on a prior yearly cost of \$374,596.04. Increases for future years will be as detailed in Exhibit B and B2. Contractor shall invoice the Town monthly (no earlier than the first of the month for work performed for the previous month). Additional Services identified in Exhibit B1 “Day Porter Services” are included in the total sum of the annual contract. Invoices to be paid according to the following schedule: 30 days from receipt of invoice. Town has the right to require the Contractor to produce for inspection all of Contractor’s records and charges to verify the accuracy of all invoices. Town shall pay Contractor’s invoices at times set forth above unless a bona fide dispute exists between Town and Contractor concerning the accuracy of said invoice or the services covered thereby.

#### **5. INDEMNIFICATION.**

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

#### **6. APPLICABILITY OF LAWS AND REGULATIONS.**

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

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

#### **7. E-VERIFY COMPLIANCE.**

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

#### **8. ANTI-HUMAN TRAFFICKING.**

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

**9. QUALITY AND WORKMANSHIP.**

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.

**10. INSURANCE.**

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

**11. PRE-PROJECT SAFETY REVIEW MEETING.**

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

**12. DEFAULT.**

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

**13. TERMINATION FOR CONVENIENCE.**

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

**14. NOTICE.**

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

TO CONTRACTOR:

Attn: Rudolph Forte

Contractor: Worrie Free Cleaning Services

Address: 6300 Creedmoor Rd. Suite 170-

111 Raleigh NC, 27612

Email: [noworries@worriefreecleaningservices.com](mailto:noworries@worriefreecleaningservices.com)

TO TOWN: Town of Apex

Attention: Patrick Lechner

PO Box 250

Apex, NC 27502

[patrick.lechner@apexnc.org](mailto:patrick.lechner@apexnc.org)

**15. DELAY BEYOND THE CONTROL OF THE PARTIES.**

Neither Contractor nor Town, having taken commercially reasonable precautions, shall be in default of the provisions of this Agreement for delays in performance due to forces beyond the control of the parties. "Forces beyond the control of the parties" shall mean, but is not limited to, delay caused by natural disaster, fire, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disobedience, or other event reasonably outside of the parties' control. Due to the ever-changing circumstances surrounding the COVID-19 pandemic, situations may arise during the performance of this Agreement that affect availability of resources and staff of Contractor or the Town. There could be changes in anticipated performance times and service costs. Contractor will exercise reasonable efforts to overcome the challenges presented by current circumstances. In the event of changes in performance times or service costs caused by the COVID-19 pandemic the Town reserves the right to terminate this Agreement in accordance with its terms. The Parties agree that they shall not be liable to each other for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 pandemic.

**16. NONWAIVER FOR BREACH.**

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

**17. CONSTRUCTION.**

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

**18. NO REPRESENTATIONS.**

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

**19. SEVERABILITY.**

In the event for any reason that any provision or portion of this Agreement shall be found to be void or invalid, then such provision or portion shall be deemed to be severable from the remaining provisions or

portions of this Agreement, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

**20. COUNTERPARTS.**

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

**21. MODIFICATION.**

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

**22. BINDING EFFECT.**

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

**23. ASSIGNMENT.**

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

**24. INDEPENDENT CONTRACTOR.**

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

**25. NON-APPROPRIATION.**

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

**26. IRAN DIVESTMENT ACT CERTIFICATION.**

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

**27. NONDISCRIMINATION.**

Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Contractor hereby warrants and agrees that Contractor will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

**28. ELECTRONIC SIGNATURE.**

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

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this 30<sup>th</sup> day of June, 2022.

**Contractor**

Name: Worrie Free Cleaning Service, LLC

Name of Contractor (type or print)

By: Rudolph Goetz  
(Signature)

Title: Owner

Attest:

\_\_\_\_\_  
(Secretary, if a corporation)

**Town of Apex**

Catherine Crosby  
Catherine Crosby, Town Manager

Attest:

Vance Holloman  
Town Clerk

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

Vance Holloman  
Vance Holloman, Finance Director





STATE OF NORTH CAROLINA

Contract # 2023-00000029

COUNTY OF WAKE

AMENDMENT TO

THIS AMENDMENT is entered into this the 30th day of June, 2023, by and between Worrie Free Cleaning Service (the "Contracted Services"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town");

**P R E M I S E S:**

**WHEREAS**, the Parties entered into Design Services Agreement for Professional Services dated June 30, 2022 (the "Agreement"), whereby the Client retained professional cleaning services for the Town of Apex.

---

**WHEREAS**, the Client has determined it necessary to request to amend the Agreement; by adding the following items to EXHIBIT "A" of the original contract.

**WITNESSETH:**

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

Deep Cleaning 6 restrooms at the John M. Brown Community Center located at 53 Hunter St, Apex, NC 27502 - \$1,800.00 to be completed biannually.

Annual Fabric Chair Steam Cleaning at the John M. Brown Community Center located at 53 Hunter St, Apex, NC 27502- \$700 to be completed annually.

Deep cleaning of (8) eight restrooms at the Apex Senior Center located at 63 Hunter St, Apex, NC 27502 - \$2,400.00 to be completed biannually.

Fabric Chair Steam Cleaning at the Apex Senior Center located at 63 Hunter St, Apex, NC 27502 - \$700 to be completed annually.

Deep Cleaning of (2) two restrooms at the Halle Cultural Arts Center located at 237 N Salem St, Apex, NC 27502- \$600.00 to be completed biannually.

Floor care service at Apex Fire Department Station 1 located at 210 N Salem St, Apex, NC 27502: \$550.00 to be completed annually.

- Strip, wax and buff floors
- Carpeted areas to be deep cleaned

Floor care service at Apex Fire Department Station 2 located at 3045 New Hill Holleman Rd, New Hill, NC 27562: \$810.00 to be completed annually.

- Strip, wax and buff floors
- Carpeted areas to be deep cleaned

Floor care service at Apex Fire Department Station 3 located at 736 Hunter St, Apex, NC 27502: \$1,350.00 to be completed annually.

- Strip, wax and buff floors
- Carpeted areas to be deep cleaned

Floor care service at Apex Fire Department Station 4 located at 1615 E. Williams Street (Highway 55) Apex, NC 27502: \$1,620.00 to be completed annually.

- Strip, wax and buff floors
- Carpeted areas to be deep cleaned

Floor care service at Apex Fire Department Station 5 located at 2050 Kelly Road, Apex NC 27502: \$1,620.00 to be completed annually.

- Strip, wax and buff floors
- Carpeted areas to be deep cleaned

Cleaning services at the Town of Apex Fire Administration building located at 315 W. Williams Street Apex, NC 27502 -\$750.00 monthly 3 days a week (Monday, Wednesday, and Friday). These services are to include all items from Exhibit A, in original Town of Apex contract with Worrie Free Cleaning Services.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this 30th day of June, 2023.

#### Contractor

Name: Rudolph Forte

Name of Contractor (type or print)

By: Rudolph Forte  
(Signature)

Title: Owner

Attest:

(Secretary, if a corporation)

#### Town of Apex

DocuSigned by:

Town Manager 630810EE2E2F475...

Attest:

DocuSigned by:

Town Clerk 630810EE2E2F475...

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

DocuSigned by:

Finance Director 630810EE2E2F475...



**WORRIE FREE CLEANING SERVICE, LLC**

*6300 Suite 170- 111 Creedmoor Road Raleigh, NC 27612*

*(919)649-8167*

Quotes for the floor care service, Station 1-5 the price will be \$5,950.00

Station 1: \$550.00

Station 2: \$810.00

Station 3: \$1,350.00

Station 4: \$1,620.00

Station 5: \$1,620.00

Cleaning the Administration fire department building will be \$750.00 monthly 3 days a week (Mon, Wed, Fri).

Rudolph Forte

Owner

Worrie Free Cleaning Service

(919) 649-8167

[noworries@worriefreecleaningservice.com](mailto:noworries@worriefreecleaningservice.com)

<http://worriefreecleaningservice.com>

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

SECOND AMENDMENT TO STANDARD  
SERVICES AGREEMENT

This Second Amendment to Standard Services Agreement (the, or this **“Second Amendment”**) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the Town of Apex, a municipal corporation of the State of North Carolina (**“Town”**), and Worrie Free Cleaning Service, LLC, a North Carolina limited liability company with its principal business offices located at 6300 Creedmoor Rd. Suite 170-111 Raleigh, NC 27612 (**“Contractor”**). Town and Contractor may hereinafter be referred to collectively as the **“Parties.”**

**WITNESSETH**

WHEREAS, the Town and Contractor entered into an agreement entitled, “Standard Services Agreement” on or about June 30, 2022 (the **“Agreement”**) in which the Contractor agreed to perform certain janitorial services; and

WHEREAS, the Town and Contractor amended the Agreement on or about June 30, 2023 (the **“First Amendment”**) in which Contractor agreed to an expanded scope of janitorial services; and

WHEREAS, the Parties desire to update the Exhibits A, B, B1, and B2 of the Agreement to address the need for expanded services, including two new Town facilities, and to reflect the additional services agreed upon in the First Amendment dated June 30, 2023; and

WHEREAS, both Parties wish to memorialize the same through this Second Amendment and amend the Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Parties do hereby agree to amend the Agreement as follows:

1. Exhibits. Exhibits A, B, B1, and B2 are hereby amended as shown in the attached which are hereby incorporated into this Second Amendment.
2. Affirmation of Existing Terms. Except as specifically modified by this Second Amendment, all other terms, conditions, and other provisions of the Agreement shall remain in full force and effect.
3. Effective Date. This Second Amendment shall be effective on July 1, 2024.

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment effective this \_\_\_\_ day of \_\_\_\_\_, 2024.

**Worrie Free Cleaning Service, LLC**

**Town of Apex**

By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Randal E. Vosburg, Town Manager

Attest:

\_\_\_\_\_  
(Signature)

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



**CUSTODIAL SERVICES INTERNAL OPERATIONS**

**EXHIBIT "A"**

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**TOWN OF APEX**  
FACILITIES

**Section 1 – Buildings Serviced and Daily Service Cycle**

**1.1 Town Hall**

- ~44,465 sf
- 11 Restrooms
- 4 Stairwells (6 flights total)
- 5 days/week (Monday - Friday)

**1.2 Public Works Administration Building**

- ~10,529 sf
- 4 Restrooms
- 1 Stairwell (1 flight total)
- 5 days/week (Monday - Friday)

**1.3 Public Works Operations Building**

- ~7,700 sf
- 8 Restrooms
- 1 Stairwell (1 flight total)
- 5 days/week (Monday -Friday)

**1.4 Public Works Purchasing Building**

- ~1,952 sf
- 2 Restrooms
- 0 Stairwells
- 5 days/week (Monday - Friday)

**1.5 Waste Water Treatment Plant**

- ~3,511 sf
- 3 Restrooms
- 0 Stairwells
- 5 days/week (Monday -Friday)

**1.6 Halle Cultural Arts Center**

- ~10,354 sf
- 5 Restrooms
- 1 Stairwell (1 flight total)
- 7 days/week

**1.7 Community Center**

- ~44,147 SF
- 6 Restrooms
- 0 Stairwells
- 6 days/week from June 1<sup>st</sup> through September 8<sup>th</sup> (Monday - Saturday)
- 7 days/week from September 9<sup>th</sup> through May 31<sup>st</sup>

**1.8 Apex Police Department**

- ~34,645 sf
- 11 Restrooms
- 4 Stairwells (4 flights total)
- 3 days/week (Mon, Wed & Fri)

**1.9 Public Safety Station 4 (Only Police portions. Fire is not a part of contract)**

- 3 days/week (Mon, Wed & Fri)

**1.10 Public Safety Station 5 (Only Police portions. Fire is not a part of contract)**

- 3 days/week (Mon, Wed & Fri)

**1.11 Depot (Excluding storage area)**

- ~1,800 sf
- 2 Restrooms
- 0 stairwells
- 5 days/week (Monday -Friday)

**1.12 Electrical (Excluding storage and bays)**

- ~20,978 sf
- 6 Restrooms
- 2 Stairwells
- 5 days/week (Monday –Friday)

**1.13 Senior Center**

- ~29,085 sf
- 6 Restrooms
- 2 Stairwells
- 7 days/week (day/time may vary)

**1.14 Fire Administration Building**

- ~4,500 sf
- 3 days/week (Mon, Wed & Fri)

**1.15 Public Safety Station 6 (Only Police portions. Fire is not a part of contract)**

- 3 days/week (Mon, Wed & Fri)

**1.16 Mason Street Building**

- 5 days/week (Monday – Friday)

**Note:** The above schedule will be affected by certain Town holidays, events, meetings or hazardous weather days when Town Buildings are closed. In such instances, the Janitorial Supervisor shall adjust their cleaning schedule accordingly.



## TOWN OF APEX

### FACILITIES

#### **Section 2 – Quality Assurance / Quality Control (QA/QC) Measures**

It is the responsibility of the Contractor to provide QA/QC measures for the Town. Contractor will, at a minimum, provide the following measures:

- Provide a weekly checklist of all required items completed and those that were not completed due to circumstances outside of the Contractor's control.
- For those items not completed, a time-stamped photograph showing the circumstance will be included in the checklist.
- Any items that cannot be cleaned due to damage or similar, shall be reported to the Facilities & Grounds Manager. As stated in RFP section 22.0
- Checklist will be audited by the Contractor, signed, and sent digitally to the Town on a weekly basis.
- Checklist can be of any format of the Contractor's choosing but must be sent digitally to the Town and must be viewable by the Town without any additional software purchases.
- Contractor may also include (and are encouraged to do so) in their proposal additional measures.
- Items deemed by the Facilities and Grounds Manager to not have been performed at the required level may have partial payment withheld until either satisfactory completion of deficiency or payment may be permanently withheld.

#### **Section 3 – Daily Services**

- **Note:** All consumables and cleaning supplies are to be provided by contractor.
- Services in this section will be provided in accordance with each visit as listed in Section 1.

##### **3.1 – Commonly touched items (CoVID Mitigation)**

- All areas shall be wiped down and disinfected with approved disinfectant such as but not limited to: Light switches, Door knobs/Push bars, Elevator buttons, Stair railing, Drinking fountains, Appliance handles, Restroom handles, Vending machine buttons, etc....

##### **3.2 – Floors**

- **Hard Surfaces:** Sweep and/or Mopped leaving clean and free of dirt. Scuff marks are to be removed as needed.
- **Carpets/Mats:** Vacuum all carpets from Wall to wall and spot clean as necessary.
- **Stairwells:** Sweep, Mop, or Vacuum as described above.
- **Spillage:** Remove as necessary.

##### **3.3 – Restrooms, Locker Rooms, Showers**

- **Mirrors:** Clean with a glass cleaner to leave a streak free appearance.
- **Fixtures & Countertops:** Clean/wipe down and sanitize.
- **Floors:** Mop daily with disinfectant cleaner and rinse with clean, fresh water leaving floor sanitized and odor free. Special attention should be given to edges where floors and walls meet corners and around toilet.





## TOWN OF APEX

### FACILITIES

- **Doors, Partitions and Walls:** Clean and sanitize.
- **Paper Towels, Tissues, and Paper Seat Covers:** Refill as necessary. For stalls that have multiple spots for toilet paper, those shall be refilled when one of the toilet paper rolls is empty.
- **Soap Dispensers:** The style that has pre-packaged refills shall be refilled as necessary. The style that requires soap to be poured into the dispenser shall be topped off for each service. Dispensers themselves will be wiped down to remove stains or smudges.

#### 3.4 – Trash and Recycling

- **Note:** Trash and Recycling shall be collected for each service and shall not be intermixed. Trash and Recycling shall be serviced at all accessible locations in the buildings that are serviced.
- **Recycling:** Recycling items shall be removed and recycled as directed by customer.
- **Refuse:** Empty all receptacles into a plastic trash bag and dispose of as wet trash. Replace liners.
- **Exterior Ashtrays:** Empty all receptacles into a plastic trash bag and dispose of as wet trash.

#### 3.5 – Common Areas (meeting rooms, break rooms, etc...)

- **Counter Tops, Tables, and Chairs:** Damp wipe with prescribed cleaner/disinfectant. Straighten Chairs.
- **Sinks:** Clean and disinfect if free of dishes.
- **Drinking Fountains:** Clean and Sanitize.
- **Entrance Areas:** Sweep and pick up trash within 10 feet.
- **Hand sanitizer stations:** To be inspected and refilled as needed. The style that has pre-packaged refills shall be refilled as necessary. The style that requires sanitizer to be poured into the dispenser shall be topped off for each service.

#### 3.6 – Glass

- **Entrances (Doors and Walls):** Wipe clean, remove fingerprints, glue residue and leftover tape. (Care should be given to not damage plastic/vinyl lettering or sun control film).
- **Trophy/Award Cases:** Wipe clean and remove fingerprints.
- **Glass Partitions/Walls and Sneeze Guards:** Wipe clean and remove fingerprints.
- **Glass Desk and Table Tops:** Clean and dry polish.

#### 3.7 – Restocking

- All toiletries, Hand sanitizer and consumable goods at all locations.



## TOWN OF APEX

### FACILITIES

#### **Section 4 – Exclusions**

##### **4.1 - Town Hall**

- Fourth Floor Storage Room excluded
- Services shall NOT be performed during council meetings.
- No cleaning/service exclusions outside of section 4.11

##### **4.2 - Public Works Administration Building**

- No cleaning/service exclusions outside of section 4.11

##### **4.3 - Public Works Operations Building**

- Fleet Shop (Office space (including hallway), restrooms, break room and stairs to offices are included, garage bays and storage is excluded).
- Fleet shop restrooms, break rooms, meeting room, office spaces (including enclosed hallway between front and rear bays), bathrooms, and trash collection (from standard bins) is Included.
- Outside Shelters excluded

##### **4.4 - Public Works Purchasing Building**

- Warehouse area excluded

##### **4.5 - Waste Water Treatment Plant**

- No cleaning/service exclusions outside of section 4.11

##### **4.6 - Halle Cultural Arts Center**

- No cleaning/service exclusions outside of section 4.11

##### **4.7 - Community Center**

- No cleaning/service exclusions outside of section 4.11

##### **4.8 - Apex Police Department**

- The Apex Police Department (APD) will complete criminal background checks on employees of contractor for access to APD facilities. The APD has the right to refuse any employee of the contractor not approved or does not meet APD criminal background check criteria. Contractor may NOT substitute personnel without informing the APD ahead of time so that the APD can perform additional background checks.
- Arrange with APD to verify which areas are restricted and will not be serviced.



## TOWN OF APEX

### FACILITIES

#### 4.9 - Public Safety Station 4

- Contract is only for the portions used/occupied by the Apex Police Department. Apex Fire Department cleans their portions of the facility. Contractor should visit site to get an accurate scope of work and Sq. Ft.

#### 4.10 - Public Safety Station 5

- Contract is only for the portions used/occupied by the Apex Police Department. Apex Fire Department cleans their portions of the facility. Contractor should visit site to get an accurate scope of work and Sq. Ft.

#### 4.11- Common Areas Excluded

- Mechanical rooms
- Electrical rooms
- LAN/Server rooms & IT Storage Area Closets
- Storage Closets

#### 4.12- Fire Administration Building

- No cleaning/service exclusions outside of section 4.11

#### 4.12 – Public Safety Station 6

- Contract is only for the portions used/occupied by the Apex Police Department. Apex Fire Department cleans their portions of the facility. Contractor should visit site to get an accurate scope of work and Sq. Ft.

#### 4.13 – Mason Street Municipal Building

- No cleaning/service exclusions outside of section 4.11

### **Section 5 – Day Porter Services**

- **Note:** All consumables and cleaning supplies are to be provided by contractor.
- Only locations outlined in **Exhibit “B1”** will request day porter services.

#### 5.1 – Disinfecting:

- Wiping down and disinfecting with approved disinfectant commonly touched areas as stated in **Section 3.1**

#### 5.2 – Restocking:

- All toiletries, Hand sanitizer and consumable goods.



## TOWN OF APEX

### FACILITIES

#### 5.3 – Inspecting:

- If a day porter notices anything that might need maintenance attention the contractor shall report repairs as needed as outlined in the **RFP section 22.0**

#### 5.4 – Trash removal:

- Shall only be done if office attendant permits Day Porter to enter of leaves cans outside of office.

#### 5.5 – Vacuuming & Mopping:

- Vacuuming & mopping shall only be done for one of two instances:
  1. If instructed by designated site representative. – OR –
  2. An emergency spill/clean up. After area has been cleaned and properly “coned off” (spills only) it is up to the Day Porter to notify the site representative.

### **Section 6 – Monthly Services**

- **Note:** All consumables and cleaning supplies are to be provided by contractor.
- Services in this section will be provided in the last 7 calendar days of each month.

#### 6.1 – HVAC Vents and Returns:

Vacuum/dust and clean by reach with extended duster no higher than six feet.

#### 6.2 – Dusting

- **Woodwork and Walls:** Fingerprints removed from around wall switches
- **Desk, filing cabinets, bookcases, chairs, tables, and other office furniture:** Only to be serviced if clear of papers, awards, display items, etc.
- **Window blinds**
- **Window Sills, Ledges, Moldings, Picture Frames, etc.**
- **Ledges, Moldings, etc. over six feet high:** Use high/extendable duster, dust all surfaces.

#### 6.3 – Kitchen & Breakroom appliances: Clean on the outside.

#### 6.4 – Restrooms, Locker Rooms, Showers: Clean and Polish pipes, fitting & floor scrubbing.

#### 6.5 – Common Area upholstered furniture: Vacuum Monthly. Spot clean if necessary.

### **Section 7 – Special Services**

- **Note:** It is up to the contractor to schedule the special services dates/times and frequencies after expectations have been established to awarded bidder



## TOWN OF APEX

### FACILITIES

- **Note:** If at any time confirmed dates/time need to be rescheduled it is up to the contractor to give two weeks advance notice. This is important not to interfere with scheduled programs and events that the TOA may have scheduled.

#### 7.1 - Town Hall

- 1<sup>st</sup> Floor lobby and (staircase leading to 2<sup>nd</sup> floor clean only) strip, wax and buff.

#### 7.2 - Public Works Administration Building

- Non-carpeted floors strip, wax and buff.
- Carpeted areas deep cleaning.

#### 7.3- Public Works Operations Building

- Non-carpeted floors strip, wax and buff.
- Carpeted areas deep cleaned.

#### 7.4 - Public Works Purchasing Building

- Non-carpeted floors strip, wax and buff.
- Carpeted areas deep cleaned.

#### 7.5- Waste Water Treatment Plant

- Non-carpeted floors strip, wax and buff.
- Carpeted areas deep cleaned.

#### 7.6- Halle Cultural Arts Center

- Cleaning Times will be as follows
  - Monday – Saturday before 9:00am
  - For Sunday's cleaning, between 9:00pm (Saturday night) to 6:30am (Sunday morning).
  - Private reservations on Saturday Night at the Halle Center may postpone available times until 11:00pm. For these instances, two weeks' notice will be given to the contractor to adjust their schedule.
- Floor to be strip, wax and buff. (excludes 2<sup>nd</sup> floor stage – see attachment "Halle floor care")
- Stage floor – Reference attachment for proper floor care.
- Carpeted areas to be deep cleaned.
- Bathrooms receive deep cleaning service twice per year.

#### 7.7 - Community Center

- Strip, wax and buff floors
- Carpeted areas to be deep cleaned



## TOWN OF APEX

### FACILITIES

- Window cleaning outside of *section 3.6 of the daily services requirement (all the way to the top of internal windows)*
- Bathrooms receive deep cleaning service twice per year.

#### 7.8 – Senior Center

- Strip, wax and buff floors
- Carpeted areas to be deep cleaned
- Window cleaning outside of *section 3.6 of the daily services requirement (all the way to the top of internal windows)*
- Bathrooms receive deep cleaning service twice per year.

#### 7.9 - Apex Police Department

- Strip, wax and buff floors
- Carpeted areas to be deep cleaned

#### 7.10 – Fire Station 1

- Strip, wax and buff floors
- Carpeted areas to be deep cleaned

#### 7.11 - Fire Station 2

- Strip, wax and buff floors
- Carpeted areas to be deep cleaned

#### 7.12 - Fire Station 3

- Strip, wax and buff floors
- Carpeted areas to be deep cleaned

#### 7.13 - Public Safety Station 4

- Strip, wax and buff floors
- Carpeted areas to be deep cleaned

#### 7.14 - Public Safety Station 5

- Strip, wax and buff floors
- Carpeted areas to be deep cleaned

#### 7.15 – Electrical Facility

- Strip, wax and buff floors
- Window cleaning outside of *section 3.6 of the daily services requirement (all the way to the top of internal windows)*



## TOWN OF APEX

### FACILITIES

#### 7.16 – The Depot

- Carpeted areas to be deep cleaned
- Window cleaning outside of section 3.6 of the daily services requirement (all the way to the top of internal windows)

#### 7.17 – Public Safety Station 6

- Strip, wax, and buff floors
- Carpeted areas to be deep cleaned

#### 7.18 – Mason Street Building

- Strip, wax, and buff floors
- Carpeted areas to be deep cleaned

### **Section 8 – Monthly & Special Services Request Scheduling**

#### **8.1 – All Specified Locations Listed In Sections 6 & 7**

- Schedules will be discussed and set with awarded contractor, TOA account manager and building representative.

### **Section 9 – Security, Access and Assignments**

#### **9.1 - Access Times**

- Access times may vary from location based on events/meetings scheduled.
  - Areas of consistency are as follows: Public Works Ops, Public Work Admin, Purchasing, Electrical, Water Treatment, Public safety Stations 4&5

#### **9.2 - Access Personnel**

- Access is limited to Contractor and/or subcontractor employees that have been approved for access. Personnel assigned keys will be responsible for assuring that no unauthorized personnel enter the building. **NO person under the age of 18 years are allowed building access.**
- **Apex Police Department may require additional vetting of employees for entrance to building (see section 4.8)**

#### **9.3 - Key Control**

- Access keys are to be issued by the Building Manager and signed for upon receipt by the person(s) requiring building access. Keys are the sole responsibility of the individual assigned the key. Lost keys must be immediately reported to the Contractor and to the Town of Apex. Upon termination of employment or termination of contract, all service keys **MUST** be returned to the Building Manager. Failure to return keys shall result in locks being re-keyed at Contractor's expense.



## TOWN OF APEX

**FACILITIES** Should a key or keys be lost by a Contractor's employee, the Contractor will be responsible for the cost of having all door locks associated with the lost key or keys re-keyed. The Town will have the work done and bill the Contractor for all costs or subtract the cost from that month's invoice. Should any badge or key become lost by a Contractor's employee, the contractor must contact the Public Works & Transportation Director immediately. The Contractor will be responsible for the cost of the replacement badge.

### **Section 10 – Additional Specifications/Requirements**

#### **10.1 - Familiarity with the work**

- Prior to submitting a bid, each bidder should visit the premises to examine the buildings and all areas to be cleaned and familiarize himself or herself with the full nature and extent of the work to be done. Bidders should obtain all information they feel may be necessary for the satisfactory performance of the contract work required per these specifications.
- Reference RFP for dates and times for meeting facility walkthrough

#### **10.2 - Hour Rates & Emergency/Additional Cleaning Request**

- Contractor shall submit with their bid specification a statement of hourly rates for each class of employee to be used in the performance of each type of work in the contract.
- Any additional cleaning requests outside of the daily/monthly services shall be billed at this hourly rate unless a task is specified in the Exhibit B3 hourly rates.



**TOWN OF APEX**  
FACILITIES**CUSTODIAL SERVICES CONTRACT****EXHIBIT "B" DAILY SERVICES***\*this is to include Monthly services as well\****Bid Sheet**

Pricing sheet below is for FY 24/25 (July 1, 2024 – June 30, 2025). Cost will be automatically increased by 3% for FY 25/26 (if extended).

1.1 Town Hall .....	Monthly Cost:	\$5,660.96
1.2 Public Works Administration Building.....	Monthly Cost:	\$1,340.98
1.3 Public Works Operations Building .....	Monthly Cost:	\$980.27
1.4 Public Works Purchasing Building.....	Monthly Cost:	\$249.31
1.5 Waste Water Treatment Plant .....	Monthly Cost:	\$447.70
1.6 Halle Cultural Arts Center .....	Monthly Cost:	\$1,318.70
1.7 Community Center .....	Monthly Cost:	\$5,620.65
1.8 Apex Police Department .....	Monthly Cost:	\$4,411.22
1.9 Public Safety Station #4 .....	Monthly Cost:	\$190.96
1.10 Public Safety Station #5 .....	Monthly Cost:	\$190.96
1.11 Electrical Facility .....	Monthly Cost:	\$2,671.35
1.12 Senior Center .....	Monthly Cost:	\$3,703.60
1.13 The Depot .....	Monthly Cost:	\$229.15
1.14 Fire Administration .....	Monthly Cost:	\$772.50
1.15 Public Safety Station #6 .....	Monthly Cost:	\$245.00
1.16 Mason Street Building .....	Monthly Cost:	\$2,937.00

**Total Monthly Cost: \$30,970.32****Total Yearly Cost: \$371,643.82**

*ALL SERVICES ARE TO BE REFERENCED ON EXHIBIT "A" ATTACHMENT  
SECTION 3 & 6 – DAILY/MONTHLY SERVICES*



**TOWN OF APEX**  
FACILITIES

**CUSTODIAL SERVICES CONTRACT**

**EXHIBIT "B1" Day Porter Services**

Four hours a day / five days a week

**Bid Sheet**

Bidding sheet below is for FY 22/23 (July 1, 2022 – June 30, 2023). Cost will be automatically increased by 3% for FY 23/24, 3% for FY 24/25 (if extended), and 3% for FY 25/26 (if extended).

1.1 Town Hall .....	Monthly Cost:	N/A
1.2 Community Center .....	Monthly Cost:	N/A
1.3 Apex Police Department .....	Monthly Cost:	N/A
1.4 Public Safety Station #4 .....	Monthly Cost:	N/A
1.5 Public Safety Station #5 .....	Monthly Cost:	N/A
1.6 Senior Center .....	Monthly Cost:	N/A
1.7 Halle Building .....	Monthly Cost:	N/A
1.8 The Depot .....	Monthly Cost:	N/A
Total Monthly Cost:		N/A
Total Yearly Cost:		N/A

***ALL SERVICES ARE TO BE REFERENCED ON EXHIBIT "A" ATTACHMENT***

***SECTION 5 – DAY PORTER SERVICES***


**TOWN OF APEX**  
 FACILITIES

**CUSTODIAL SERVICES CONTRACT**
**EXHIBIT "B2" Special Services**
**Bid Sheet**

Pricing sheet below is for FY 24/25 (July 1, 2024 – June 30, 2025). Cost will be automatically increased by 3% for FY 25/26 (if extended).

Facility	Stripping/Waxing Annual Cost	Carpet Deep Cleaning Annual Cost	Bathroom Deep Cleaning Annual Cost	Total
<i>Town Hall</i>	\$1,769.58 (two services per year)	\$12,030.60 (two services per year)	NA	\$13,800.18
<i>PW Admin</i>	\$699.13	\$1,257.17	NA	\$1,956.30
<i>PW Ops</i>	\$1,021.65	\$613.20	NA	\$1,634.85
<i>PW Purchasing</i>	\$206.88	\$186.72	NA	\$393.60
<i>Waste Water</i>	\$280.08	\$391.47	NA	\$671.55
<i>Halle Bldg.</i>	\$274.77 (two services per year)	\$165.50 (two services per year)	\$1,236.00 (two services per year)	\$880.55
<i>JB Community Center</i>	\$18,735.49 (two services per year)	\$2,811.39 (two services per year)	\$3,708.00 (two services per year)	\$21,546.88
<i>Senior Center</i>	\$12,342.51	\$1,852.33 (two services per year)	\$4,944.00 (two services per year)	\$14,194.84
<i>Apex PD</i>	\$1,838.54	\$4,411.22	NA	\$6,249.76
<i>Fire Station #1</i>	NA	\$566.50	NA	\$1,668.60
<i>Fire Station #2</i>	NA	\$834.30	NA	\$1,668.60
<i>Fire Station #3</i>	NA	\$1,390.50	NA	
<i>PS Station #4</i>	NA	\$1,668.60	NA	\$1,668.60
<i>PS Station #5</i>	NA	\$1,668.60	NA	\$1,668.60
<i>Electrical Facility</i>	\$5,007.45	\$334.18	NA	\$5,341.63
<i>The Depot</i>	\$48.80 (two services per year)	\$545.30 (two services per year)	NA	\$594.10
<i>PS Station #6</i>	\$120.00	\$200.00	NA	\$320
<i>Mason Street</i>	\$2,210.76	\$3,684.45	NA	\$5,895.21
<b>Total cost: \$89,055.67</b>				

Exhibits	Services	Annual Cost
Exhibit "B"	Daily Services	\$371,643.82
Exhibit "B1"	Day Porter Services	\$0 No day porter requested
Exhibit "B2"	Special Services	\$89,055.67

**Total Cost: \$460,699.49**

**Standard Hr. Rate For Special Services "B2" only: \$12.00 hr.**  
**ALL SERVICES ARE TO BE REFERENCED ON EXHIBIT "A" ATTACHMENT**

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 28, 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:

- May 2, 2024 - Town Council Budget Work Session Minutes
- May 21, 2024 - Town Council Work Session Minutes
- May 23, 2024 - Town Council Budget Work Session Minutes

### Approval Recommended?

The Town Clerk recommends the Town Council approve the meeting minutes as presented or amended.

### Item Details

In accordance with 160A-72 of North Carolina General Statutes (NCGS), the Governing Board has the legal duty to approve all minutes that are entered into the official journal of the Board's proceedings.

### Attachments

- CN3-A1: **DRAFT** Minutes - May 2, 2024 - Town Council Budget Work Session Minutes
- CN3-A2: **DRAFT** Minutes - May 21, 2024 - Town Council Work Session Minutes
- CN3-A3: **DRAFT** Minutes - May 23, 2024 - Town Council Budget Work Session Minutes



**DRAFT MINUTES**  
**TOWN OF APEX**  
**TOWN COUNCIL BUDGET WORK SESSION**  
**THURSDAY, MAY 2, 2024**  
**2:00 P.M.**

The Apex Town Council met for a work session on Thursday, May 2, 2024 at 2:00 p.m. at the Apex Town Hall located at 73 Hunter Street in Apex North Carolina.

This meeting was open to the public. Members of the public were able to attend this meeting in-person or watch online via the livestream on the Town's YouTube Channel:

<https://www.youtube.com/watch?v=F67QICl15lw&t=11s>

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

DEI Director Linda Graham Jones

Fire Chief Tim Herman

Police Chief Jason Armstrong

Public Works Director John Mullis

Planning Director Dianne Khin

Budget and Performance Management Director Amanda Grogan

Finance Director Antwan Morrison

IT Director Erika Sacco

Parks, Recreation, and Cultural Resources Director Craig Setzer (attended via virtually via Microsoft Teams)

Electric Utilities Manager Eric Neumann (attended via virtually via Microsoft Teams)

Water Resources Director Michael Deaton (attended via virtually via Microsoft Teams)

1 All other staff members will be identified appropriately below.

2 **[COMMENCMENT]**

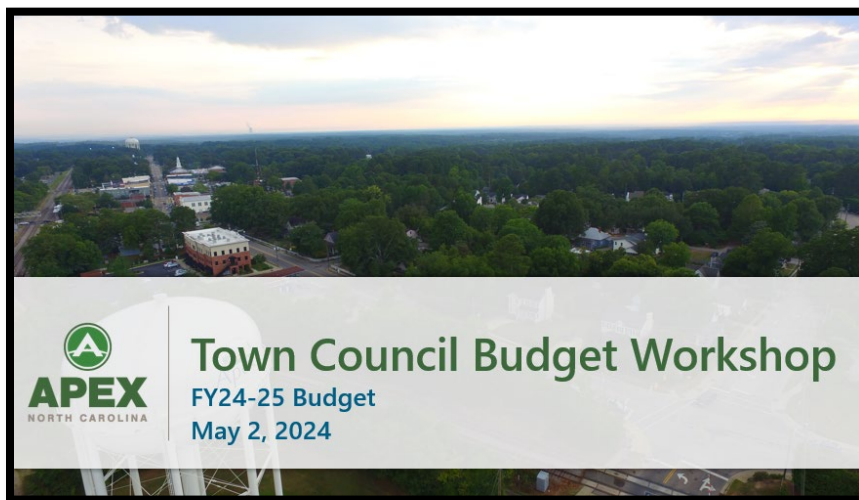
3  
4 **Mayor Gilbert** welcomed everyone and introduced Randy Vosburg, Town Manager,  
5 to say a few words.

6 **Town Manager Vosburg** thanked the staff for the work that has been done thus far  
7 and for catching him up to speed on Budget materials. He handed it off to Amanda Grogan  
8 to start the Budget Review Presentation.

9  
10 **[FISCAL YEAR 2024-2025 BUDGET REVIEW]**

11 **Amanda Grogan**, Budget and Performance Management Director, gave an overview  
12 of the Fiscal Year 2024-2025 Budget Review.



13  
14 **[SLIDE-1]**



1 [SLIDE-2]

## Agenda


- Call to Order
- General Fund
- Water & Sewer Fund
- Stormwater Utility Fund
- Electric Fund
- Important Dates
- Comments & Questions



2  
3 [SLIDE-3]

## Budget Changes since 4/19 Draft


- Revenues
  - Updated property tax estimates from Wake County
    - ↓ Real Estate
    - ↑ Vehicles (Tax & Tag)
    - + \$210,700
  - Property Lease Olive Farm (+ \$2,400)
  - Pending
    - SRO contract with Wake County (budget includes current amount)
    - Powell Bill (uses current funding formula, potential increase with State budget)



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5 [SLIDE-4]

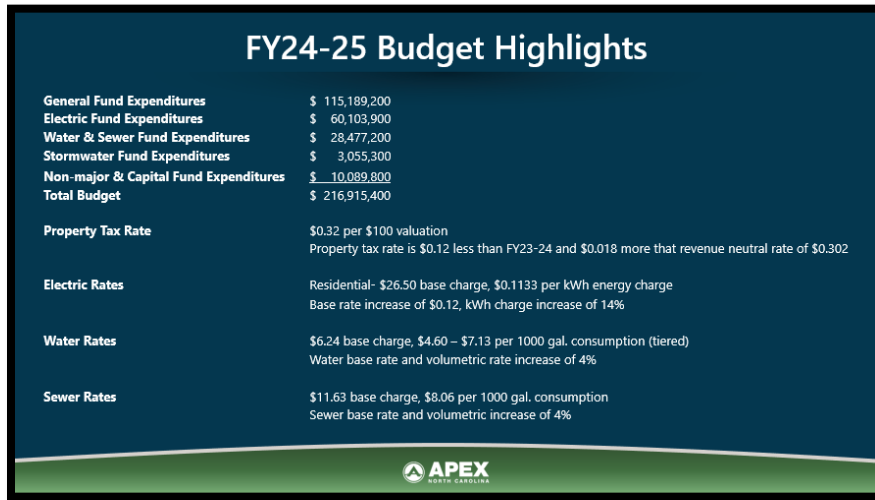
## Budget Changes since 4/19 Draft

- Expenditures
  - Personnel
    - Reallocate excess personnel expenses from DEI position, convert costs to \$40k contract with Lead for NC Fellow Placement (-44k)
    - CDNC: replace 1 Neighborhood improvement specialist with 2 Customer Service Representatives (PT 30 hour) (+45k)
    - PD: Push out 2 SROs with opening of new high school in FY26 (-475k), using to offset allocation of fund balance
    - Vision Benefit increase from \$150 to \$200 allowance for contacts or glasses +\$7,825
  - Operating
    - Call center minor remodel
    - Facility contract additions – Fire (PSS 6 & Fire Admin) +\$80,000

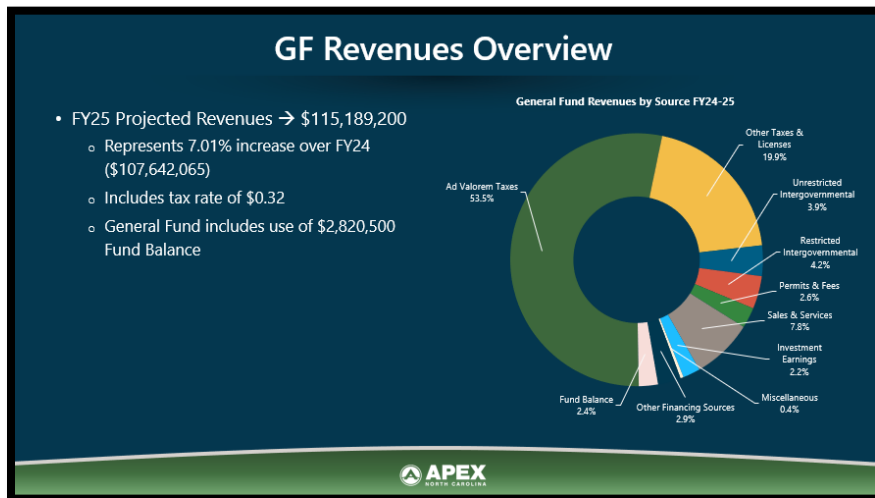


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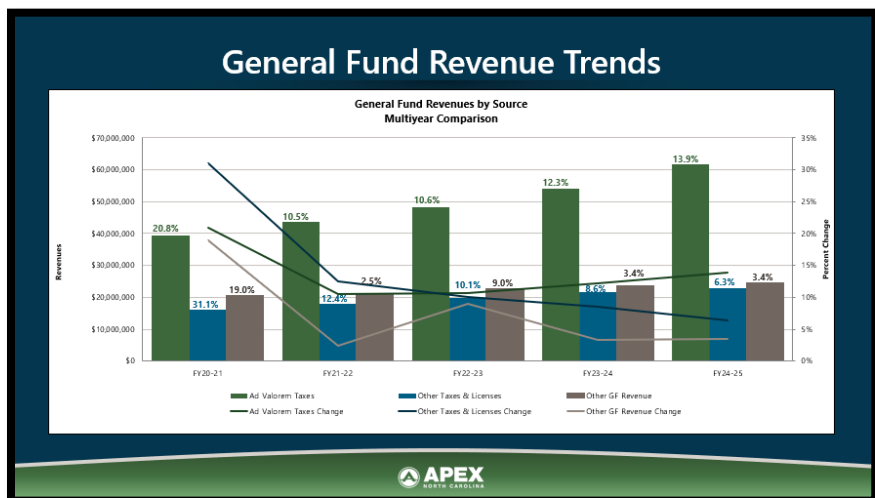
1 [SLIDE-5]



2  
3 [SLIDE-6]



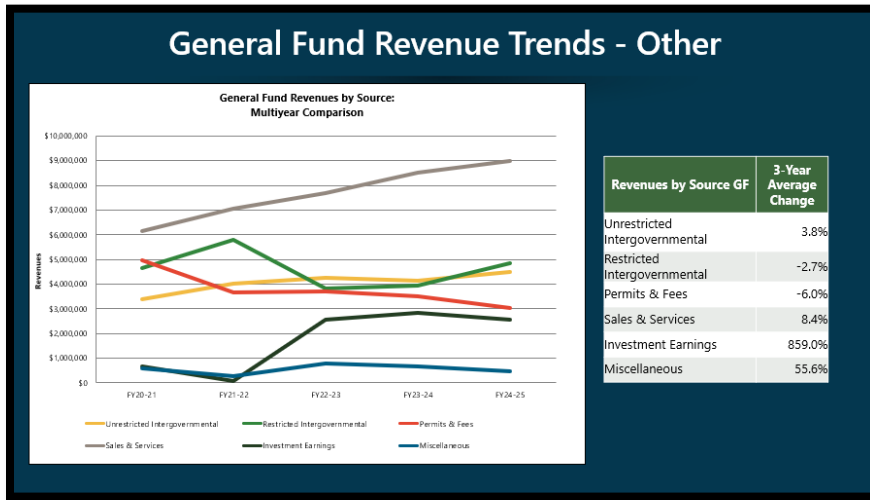
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5 [SLIDE-7]



6



1 [SLIDE-8]



2  
3 [SLIDE-9]

### General Fund Revenue Summary

Source	FY22-23 Actual	FY23-24 Budget	FY23-24 Estimate	FY24-25 Budget	Percent Change
Ad Valorem Taxes	48,234,835	54,294,000	54,149,889	61,661,700	13.57%
Other Taxes & Licenses	19,871,951	21,078,500	21,579,857	22,947,000	8.86%
Unrestricted Intergovernmental	4,261,249	4,330,000	4,135,000	4,506,000	4.06%
Restricted Intergovernmental	3,806,524	4,259,790	3,938,367	4,833,200	13.46%
Permits & Fees	3,710,146	2,514,000	3,509,337	3,038,200	20.85%
Sales & Services	7,677,681	7,803,400	8,517,060	8,998,700	15.32%
Investment Earnings	2,544,666	1,320,850	2,820,000	2,545,000	92.68%
Miscellaneous	804,309	191,500	136,345	467,000	143.86%
Other Financing Sources	4,122,338	2,025,000	2,025,000	3,371,900	66.51%
Fund Balance	-	9,825,025	3,167,925	2,820,500	-71.29%
<b>Total</b>	<b>\$95,033,698</b>	<b>\$107,642,065</b>	<b>\$103,978,780</b>	<b>\$115,189,200</b>	<b>7.01%</b>

4  
5 [SLIDE-10]

### General Fund Rates: Property Tax

• Tax Rate: \$0.32 per \$100

- Current Rate = \$0.44
- \$0.01 = \$1,935,849
- \$0.015 = \$2,903,774

\*amended

- \$0.01 = \$1,942,556
- \$0.015 = \$2,918,211

Municipality	2019	2020	2021	2022	2023	Revenue Neutral	Proposed 2024	Difference
Wake County	0.7210	0.6000	0.6000	0.7210	0.6570	0.468		
<b>Apex</b>	<b>0.4150</b>	<b>0.3800</b>	<b>0.3900</b>	<b>0.4150</b>	<b>0.4400</b>	<b>0.302</b>	<b>0.320</b>	<b>0.018</b>
Cary	0.3500	0.3500	0.3450	0.3500	0.3450	0.245	0.325	0.080
Fuquay Varina	0.4330	0.3950	0.3950	0.4330	0.4550	0.318	0.368	0.050
Garner	0.5600	0.4971	0.5121	0.5600	0.6270	0.442	0.530	0.088
Holly Springs	0.4830	0.4216	0.4216	0.4830	0.4216	0.295	0.335	0.040
Knightdale	0.4300	0.4200	0.4200	0.4300	0.4500	0.303		
Morrisville	0.3900	0.3600	0.3600	0.3900	0.3900	0.295	0.350	0.055
Raleigh	0.4380	0.3552	0.3730	0.4380	0.4330	0.314		
Rolesville	0.4800	0.4600	0.4600	0.4800	0.4600	0.323		
Wake Forest	0.5200	0.4950	0.4950	0.5200	0.5050	0.355	0.420	0.060
Wendell	0.4900	0.4700	0.4700	0.4900	0.4700	0.306	0.400	0.094
Zebulon	0.5920	0.5500	0.5500	0.5920	0.5750	0.466	0.470	0.004
<b>Average</b>	<b>0.4848</b>	<b>0.4426</b>	<b>0.4658</b>	<b>0.4783</b>	<b>0.4923</b>	<b>0.3409</b>		<b>0.0555</b>

\*\* Not confirmed or published; estimated based on bonds, debt or development \*\*

6

1 [SLIDE-11]

General Fund Rates: Solid Waste Collections		Solid Waste, Recycling, & Yard Waste Monthly Charges	
Solid Waste/Recycling/ Yard Waste		FY23-24	FY24-25 Proposed
- No change in Yard Waste Fee			
- 2.5% increase for CPI per contract			
- Average residential account will see a \$0.35/month increase			
Annual Solid Waste, Recycling & Yard Waste Fees (Residential)			
Cary	\$ 264.00	Yard Waste Collection	\$7.83
Raleigh	\$ 269.00	Residential Roll-Out Cart*	\$9.85
Apex FY24	\$ 275.04	Commercial Roll-Out Cart	\$20.62
Fuquay-Varina	\$ 276.00	Recycling (per Bin or Cart)**	\$5.24
Wake Forest	\$ 276.00	Dumpster Service	
Apex FY25	\$ 279.24	- 4 CY Dumpster	\$145.86
Holly Springs	\$ 281.00	- 6 CY Dumpster	\$173.32
Zebulon	\$ 297.00	- 8 CY Dumpster	\$198.85
Rolesville	\$ 300.00	Average residential account will see a \$0.35/month increase	
Wendell	\$ 300.00	* 2.5 % CPI increase per contract	
		** Includes processing fee of \$1.34 for recycling per contract (no change)	

2  
3 **Town Manager Vosburg** said there are decision points in the upper right corner are  
4 to refer back to if needed later on for open discussion.

5 **Councilmember Mahaffey** asked if there was any information from the last discussion  
6 on the increase of yard waste rates.

7 **Director Grogan** said she is happy to do a memo and gather some data and get it to  
8 Council.

9 **Councilmember Mahaffey** said his only concern is when this calculation is done the  
10 Town is 30 percent behind. He said the Town needs to raise it six dollars.

11 **Director Grogan** said that topic was talked about in the Finance Committee and it  
12 was presented to hold the rate at this point, because of certain unknowns that ordinance  
13 changes may bring.

14 **Councilmember Zegerman** said to Mr. Mahaffey's point said the time to change  
15 things around is now before the budget is passed. He asked how fast can assessments get  
16 done in the next two weeks so it can be included it in this year's budget.

17 **Director Grogan** said yes, she can have something to Council in the next couple  
18 weeks. She said there isn't a hard deadline on, and to keep in mind that the town's rates and  
19 fees can be changed at anytime throughout the year.

20 **Councilmember Gantt** said this program may change in the future and asked about a  
21 Glide path.

22 **Director Mullis** said he would suggest for an increase incrementally. He said to  
23 Councilmember Zegerman's point that the rate could be raised, but it depends on the level  
24 of subsidy Council wants.

25 **Director Grogan** said Solid Waste is set up in the General fund, so it doesn't operate  
26 the same as water and sewer.

27 **Councilmember Mahaffey** said in principle there shouldn't be a subsidy for this, and  
28 the system should be self-supporting.

29 **Councilmember Zegerman** asked what would happen if another dollar was added to  
30 the Solid Waste Collection Fees, and where does the subsidy land.

**Councilmember Mahaffey** said it's not done right now but Council can change it anytime in the future.


**Director Grogan** said they want to be cautious, and she will present information with a glide path and methodology.

**Councilmember Gantt** said he thinks what they have been doing with water and sewer has been good because things have gotten aligned over time.

## [SLIDE-12]

### Fee Schedule –

- Labor, Inflation & Availability
  - Fee-in-Lieu Administration Fee (pg 2) – labor increase
  - Exception Requests (pg 2) – requests significantly increased, increasing staff time & resources needed
  - Stormwater & Soil & Erosion Control Plan Review Fees (pg 2) – inflation, last update in 2014
  - Electrical Underground & Service Lateral Fees (pg 5) – labor & material increase, increase in size of transformers required to support electric vehicles & larger home size
  - Water Tap & Meter Fees (pg 5) – due to availability & variability of cost depending on specific meter
  - Utility Fees (pg 6) – increase in costs to analyze wastewater
  - Outdoor Lighting (pg 8) – increased energy costs & materials for maintenance



## [SLIDE-13]

### Fee Schedule

<ul style="list-style-type: none"><li>• Comparison Adjustments<ul style="list-style-type: none"><li>◦ Development Submittal Fees (pg 1)</li><li>◦ Water System Management Plan &amp; Pump Station Review Fees (pg 2) – increased standards &amp; specializations complicate the process. Separation of review &amp; inspection portions of this fee</li><li>◦ Water &amp; Sewer Inspection Fees (pg 2)</li><li>◦ Commercial Building Permit Fees (pg 3)</li><li>◦ One &amp; Two Family Dwelling Permit Fees (pg 4)</li><li>◦ Parks &amp; Rec Facilities, Fields &amp; Splash Pad (pg 8-9)</li></ul></li></ul>	<ul style="list-style-type: none"><li>• Fee Additions (based on staff time &amp; resources)<ul style="list-style-type: none"><li>◦ SCM As-Built Inspection Fee (pg 2)</li><li>◦ SCM As- Built Review (pg 2)</li><li>◦ Floodplain Development Fees (pg 3)</li><li>◦ Riparian Buffer Authorization (pg 3) Utility Fees (pg 6)</li><li>◦ Dioxane &amp; PFAS 1633 are upcoming new regulations by NCDEQ</li><li>◦ PRCR Fees (pg 8-10):<ul style="list-style-type: none"><li>◦ Due to demand:<ul style="list-style-type: none"><li>- Ages 18-54 Exercise Memberships</li><li>- Lost Card Fee</li></ul></li><li>◦ Special Events Policy Fees<ul style="list-style-type: none"><li>- Allows for annual revisions &amp; adjustment of fees</li><li>- No adjustments made since policy adoption</li></ul></li></ul></li></ul></li></ul>
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\* All fees are common practice within Wake County



1 [SLIDE-14]

**Fee Schedule – Fee Addition Solar PV**



- Fee addition:
  - Solar PV (pg 3 & 4)
    - Common fee for solar application
    - Split decision by Finance Committee
    - Proposed rate based on labor, equipment & materials for meter install only
    - Does not include staff time costs associated with applications review, for permit set up, inspections or work order issuance

Component	Cost
Vehicle 2017 Ford E-Transit	\$22.36
Electric Technical Services Specialist – 1 hour	\$62.60
Electric Meter	\$195.00
<b>Total</b>	<b>\$279.96</b>



2  
3 **Councilmember Mahaffey** said he was curious to why the additional 100 dollar  
4 charge in annexation fees for a well and septic failure mattered.

5 **Director Khin** said she thought that was keeping things the same.

6 **Councilmember Mahaffey** said he had things backwards.

7 **Councilmember Gantt** asked the numbers of Solar PV that were installed.

8 **Assistant Town Manager Stone** said about 80 a month.

9 **Councilmember Zegerman** said last year there were about 800 customers for solar,  
10 he asked if there are there over 2,000 customers now.

11 **Assistant Town Manager Stone** said he will verify that information.

12 **Councilmember Zegerman** asked what kind of subsidy is this if Council chooses not  
13 to do this.

14 **Councilmember Gantt** said the chart shows an upward trend in solar.

15 **Director Grogan** said the revenue would go to the electric fund.

16 **Town Manager Vosburg** said the subsidy currently comes from the electric fund.

17 **Councilmember Zegerman** asked about installing of LED lighting and new solar on  
18 Town buildings.

19 **Director Grogan** said LED lighting currently is electric and the Town solar is general  
20 fund.

21 **Councilmember Killingsworth** asked to hear from the Finance Committee about the  
22 split decision.

23 **Councilmember Mahaffey** said he was opposed to adding the fee back. He said  
24 there was some context: the fee was removed in 2018 or 2017 as part of an initiative to  
25 encourage solar adoption. He said this would be a reversal of that policy and it's not  
26 something that he was in favor of. He said he likes the fact Apex is viewed as the most solar  
27 friendly community in the state, and he thinks the policy is working well.

28 **Mayor Pro-Tempore Gray** said they are on a path where they will have to do it. He  
29 said the Town has plenty of incentives to encourage solar use. He said now is the time to

1 make a move on this and when looking at some long-term costs it makes sense. He said this  
2 is something that needs to be addressed now.

3 **Councilmember Mahaffey** asked is there another fee that would be a better source.

4 **Mayor Pro-Tempore Gray** said to ask staff to take a look and find out what other  
5 options are out there.

6 **Councilmember Gantt** asked was a decision ever made on the net metering and the  
7 two-way metering.

8 **Councilmember Zegerman** said it was depending on the ERP upgrades and the  
9 meter upgrades. He said instead of going below zero the \$26 base fee was decided to apply  
10 to all customers.

11 **Councilmember Gantt** asked when the metering was going to be finished.

12 **Assistant Town Manager Stone** said it's still in progress, and setting up infrastructure  
13 now. He said it will take a year and a half or more to get all the meters implemented in place.  
14 He said he has some quick data points: the Town has 1,053 solar systems today. He said the  
15 average is 23 per month and apologized for the high estimate he gave earlier. He said he had  
16 800 totals in 2023. He said the town loses \$455 per solar customer in revenue and that  
17 number was provided by the consultants in April of last year.

18 **Mayor Pro Tempore Gray** said there was a budget year coming up that would have a  
19 lot of costs for water/sewer and retirement, so he wanted to get these kinds of things done  
20 now, so things can be made easier in the future. He thinks 2027 and 2028 will already be  
21 difficult for the town. He said they may get to a point where they can no longer afford to  
22 provide certain services.

23 **Councilmember Zegerman** said he would like to continue to encourage solar  
24 adoption. He said if the Town is going to charge this and it creates a revenue stream for  
25 electric, he said he would want it to fund the town's solar adoption.

26 **Deputy Town Manager Purvis** said it's not a money revenue stream, it's cost  
27 recovery. He said it's money in and money out.

28 **Councilmember Killingsworth** said she agrees with Mayor Pro Tempore Gray, and  
29 said that the town should be charging for meter installs. She said the more that is recovered  
30 now, the less has to be recovered later.

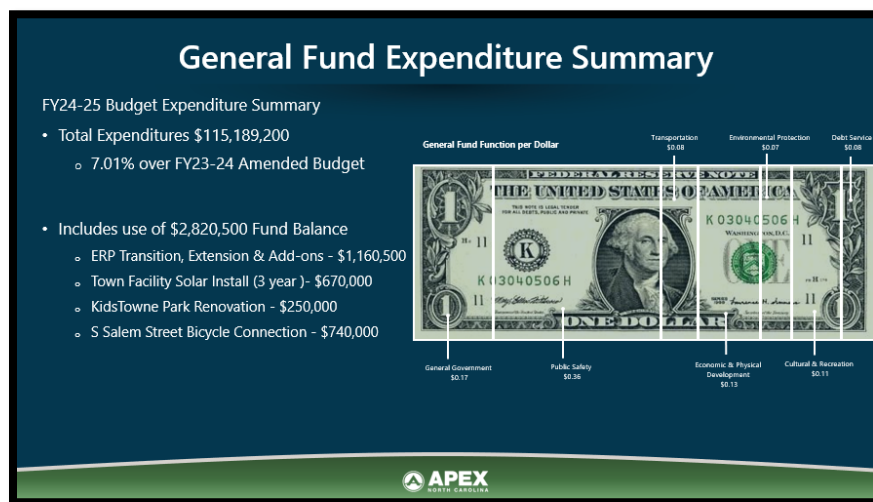
31 **Councilmember Mahaffey** said Apex embraces solar and it fits with our values. He  
32 said the loss that the town is taking represents a level of investment and he said the town  
33 should be making these types of initiatives, and it's something he's proud of and would be  
34 sad to see it go to a fee.

35 **Councilmember Killingsworth** said the town is asking \$280 for meter to be installed.  
36 She said its not a lot to ask for a fee to reimburse the people who go out and put it in.

37 **Mayor Pro-Tempore Gray** said when the town has to renegotiate the ElectriCities  
38 contract and talking about how Duke is going to charge the town, he said the conversation  
39 becomes different. He said he doesn't think this is the price that residents are going to be  
40 paying in 2027 when looking at how much and the town has to got start buying this back up.

**Councilmember Gantt** said residents are making a decision on a \$10,000 investment in solar, not \$300 they are saving on the installation the net metering. He said he agrees with Councilmember Killingsworth.

**[SLIDE-15]**



**Councilmember Gantt** asked if the town has never paid for solar using electric fund money, and that it's always been general fund, because of the types of allowed uses.

**Director Grogan** said yes. She said there is no return on investment so it's not something they will greatly benefit from for the electric department, and it isn't a business decision. She said the capital costs are covered by the electric funds and the operating costs are covered by the general fund.

**Councilmember Zegerman** said the street lights have a higher return on investment and suggested maybe some of the funds needs to go there and reduce the consumption instead of increasing our general fund.

**Assistant Town Manager Stone** said the return is much higher on LED lights.

**Councilmember Gantt** said it has lower maintenance cost and last longer and said he would like to do more with that.

**Director Grogan** said Councilmember Gantt asked if they could use 1 million dollars per year on street lights.

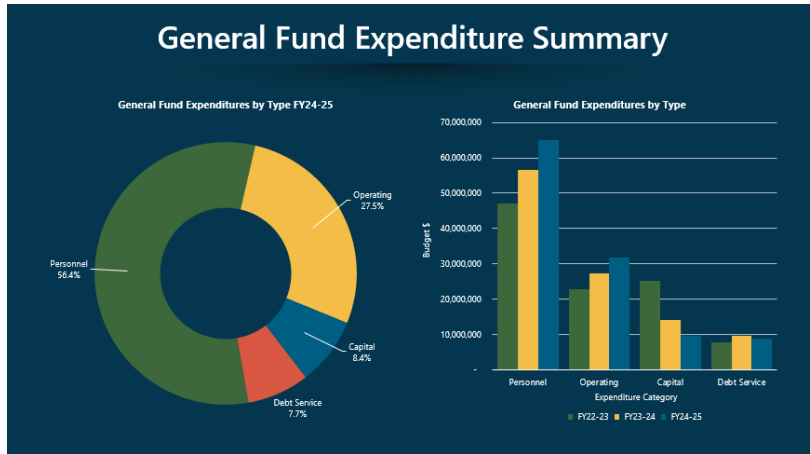
**Assistant Town Manager Stone** said yes, but a lot of that money would have to go to contracting staff, since town staff would not be sufficient for that supplemental work. He said there would be more payback on installing LED lights through contracting services than spending on solar installation.

**Director Grogan** said the costs have gone up a lot.

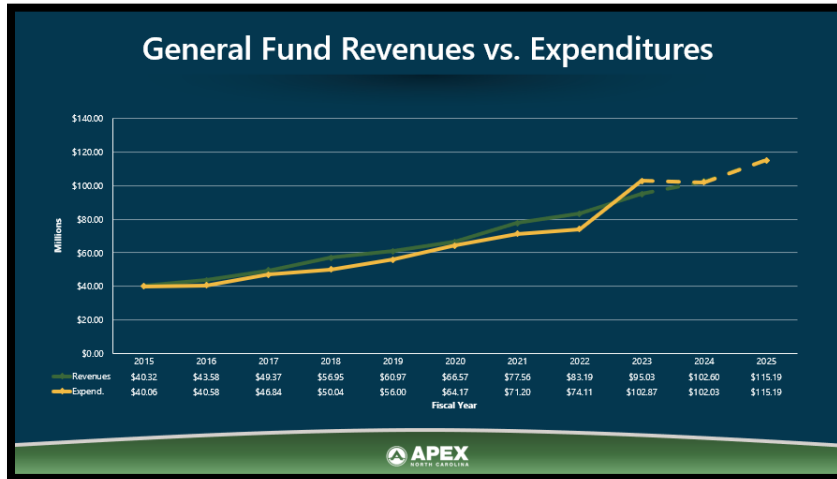
**Councilmember Zegerman** asked how many street lights are currently LED.

**Assistant Town Manager Stone** said he would look it up but they are a long way from where the town wants to be.

[SLIDE-16]



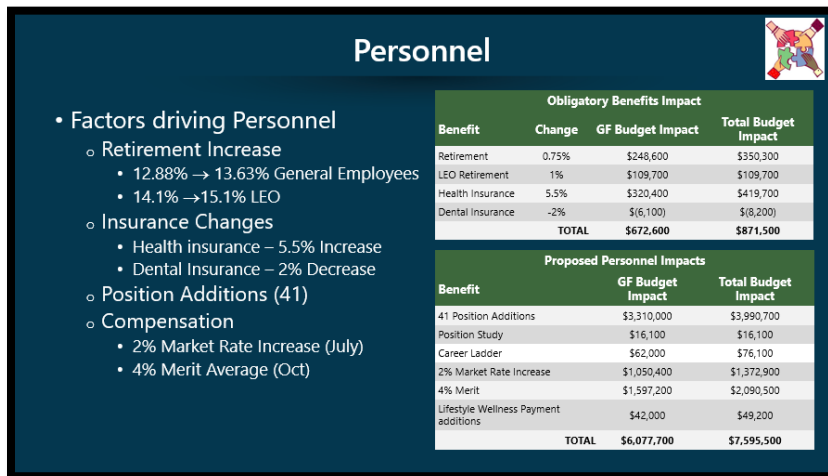
[SLIDE-17]



**Councilmember Zegerman** said moving forward he would like to see a separation of Capital cash flow and Operating expenses.

**Director Grogan** said they can do that. She said capital can sometimes be variable, and sometimes bids go higher than anticipated.

1 [SLIDE-18]



2  
3 **Councilmember Zegerman** said there are departments have a higher increase in  
4 expenses than other departments, without adding new staff. He asked why is it not a standard  
5 rate of 6% across the board.

6 **Director Grogan** said some money is used to allocate for open positions, which is a  
7 spike in rates in some departments. She said one department might have seven vacancies  
8 and that money would need to be reallocated in some departments versus others. She said  
9 some departments support other departments, such as Finance and Utilities, and some  
10 funding went towards that.

11 **Assistant Town Manager Stone** said the way it looks is that the current year is the  
12 one that is not accurate, because some money from vacant positions has been moved  
13 elsewhere. In the next budget, that money is projected to be back in those positions, so it  
14 looks like an increase.

15 **Councilmember Zegerman** said he didn't think they were talking about the same  
16 thing and he would follow up in a separate conversation.



1 [SLIDE-19]

## FY24-25 Personnel

- Current Approved FT positions: 636.25
- Proposed new positions: 41
  - 40 FT → 676.25
  - 1 LSE

Fund	Requests	Recommended	Annual Salary & Benefits
General	66	36	\$3,675,460
Electric	4	2	\$284,355
Water-Sewer	3	2	\$284,355
Stormwater	2	2	\$205,779
<b>TOTAL</b>	<b>73</b>	<b>42</b>	<b>\$4,449,949</b>

2  
3 [SLIDE-20]

## Positions Recommended

Department	Position	Rec.	FY24-25 Personnel Cost	Hire Date	Annual Salary & Benefits Recommended	Operating & Capital Costs Recommended	Total Costs - Recommended
4110 - Town Clerk	Public Records Coordinator	1	92,422	10/1/2024	123,230	10,725	133,955
4200 - Administration	Diversity, Equity, & Inclusion Specialist (Lead for NC)	1	N/A	7/1/2024	106,015	11,025	117,040
4220 - Information Technology	IT Specialist - Public Safety	1	123,230	7/1/2024	123,230	3,775	127,005
	IT Specialist	1	92,422	10/1/2024	123,230	1,575	124,805
4230 - Legal Services	Assistant Town Attorney	1	127,578	10/1/2024	170,103	6,025	176,128
4800 - Community Development & Neighborhood Connections	Customer Service Representative PT (30 Hour)	2	97,950	10/1/2025	97,950	14,050	112,000
	Community Engagement Specialist	1	114,252	7/1/2024	114,252	13,875	128,127
	Customer Service Representative	2	170,336	7/1/2024	170,336	24,050	194,386
4900 - Planning	Environmental Programs Coordinator	1	123,230	7/1/2024	123,230	8,725	131,955
	Planner II	1	123,230	7/1/2024	123,230	8,025	131,255
	Police Officer-Detective (Mental Health & DV)	1	103,822	8/1/2024	113,260	96,000	208,260
	Police Officer 4th-9th Handler	1	103,822	8/1/2024	113,260	131,400	244,660
5100 - Police	Police Officer-School Resource Officer	3	330,233	7/1/2024	330,233	371,550	701,783
	Civilian Traffic Crash Investigator	2	86,120	10/1/2024	43,060	167,200	210,260
	Police Officer-Recruitment & Training Officer	1	116,426	10/1/2024	155,235	124,300	279,535
	Intelligence Analyst	1	86,689	10/1/2024	114,252	9,800	124,052
	Police Officer	3	302,714	8/1/2024	330,233	367,200	697,433
5110 - Emergency Communications	Telecommunicator	2	181,055	7/1/2024	181,055	11,300	194,355
5300 - Fire	Accreditation Specialist	1	106,015	7/1/2024	106,015	6,950	112,965
5400 - Transportation & Infrastructure Development	Capital Projects Inspector	1	114,252	7/1/2024	114,252	73,825	188,077
5700 - Solid Waste Services	Heavy Equipment Operator	1	63,876	10/1/2024	85,168	69,500	154,668
	Seasonal Leaf Collector	1	14,353	11/1/2024	21,530	1,700	23,230
5800 - Fleet Services	Fleet Service Mechanic	1	68,646	10/1/2024	91,528	8,400	99,928
	Senior Parts Examiner	1	99,762	10/1/2024	133,016	17,525	150,541
5900 - Building Inspections & Permitting	Building Code Official I	1	53,008	1/1/2025	106,015	10,800	116,815
	Parks & Greenways Engineering Supervisor	1	123,230	7/1/2024	123,230	1,200	124,430
6200 - Parks & Recreation	Recreation Program Specialist	1	106,015	7/1/2024	106,015	31,940	137,955
	Special Events Specialist	1	106,015	7/1/2024	106,015	4,753	110,768
<b>Fund Total</b>		<b>35</b>	<b>3,309,991</b>		<b>3,675,460</b>	<b>1,501,493</b>	<b>5,276,953</b>

\*Positions in red indicate alignment with Staffing Plan

4  
5 [SLIDE-21]

## School Resource Officer (SRO)

Apex Schools	Count	Personnel Cost	County Cost Share
6 Elementary Schools	2	\$253,656	\$0
Apex Friendship Middle	1	\$123,784	\$0
Apex Middle	1	\$123,784	\$0
Lufkin Road Middle	1	\$123,784	\$0
Salem Middle	1	\$123,784	\$0
Apex High	2	\$267,469	\$79,480
Apex Friendship High	2	\$306,665	\$79,480
Command staff	2	\$296,830	\$0
<b>Total</b>	<b>12</b>	<b>\$1,619,757</b>	<b>\$158,960</b>

Support Staff  
Sergeant  
Corporal

6

1       **Councilmember Mahaffey** asked if the Lobbyist should get on board with this, as  
2 they are disappointed every year by the reimbursement rates. He said there is a lot of support  
3 for SRO's at the state level.

4       **Director Grogan** said it's more a county issue, as there are grants available the town is  
5 willing to apply for that they need the county to work with.

6       **Chief Armstrong** said the last conversation he had with the school district was they  
7 were not on board with pursuing the grant component. He said their explanation was if they  
8 something for one district, then they would have to do it for all jurisdictions, and there's not  
9 enough funding to accommodate everyone. He said he did speak to Dr. Taylor, the  
10 superintendent, a couple weeks ago regarding Apex's desires. He said with this relationship  
11 with Wake County the funds should be split between the County and Town half and half.

12       **Mayor Gilbert** said this has been going on for decades and Wake County is not  
13 willing to give. He said some agents still get appropriations from the general assembly.

14       **Councilmember Gantt** said he would like to see normal officers in grade schools and  
15 would like to make a vote on this action. He said he feels strongly that schools are not seeing  
16 the public safety benefit of grade school SROs by their lack of funding.

17       **Mayor Gilbert** said SROs are appreciated by schools because of their long-term  
18 investment and ability to create relationships. He said there is also a high vacancy rate among  
19 deputies.

20       **Councilmember Killingsworth** said because the town hires our own and train our  
21 own it becomes a lot easier to know who's going to be in the schools, and know more about  
22 their disposition and/or temperament. She said with Wake County deputies, the town would  
23 have zero control over that.

24       **Councilmember Gantt** said he doesn't see the need for the SROs in grade schools,  
25 and that regular officers would be more beneficial. He said in middle schools and higher it  
26 makes sense, as the students are more adult-acting.

27       **Mayor Gilbert** said he did the SRO job and there's a lot of benefit, and he  
28 encouraged Councilmember Gantt to do a ride along or walk along.

29       **Councilmember Gantt** said if they continue voting on it he will do that. He said he  
30 wanted to see if he was in the minority on the three that the town has in the budget for next  
31 year.

32       **Mayor Gilbert** said he isn't willing to entertain that at the moment. He asked if  
33 Councilmember Gantt understood the implications that gave to the community.

34       **Councilmember Gantt** said he understood, but he wanted to know if he was in the  
35 minority based on his position.

36       **Councilmember Zegerman** said he's not there yet but thinks it's an interesting  
37 perspective. He said there is benefit of having SROs in schools even at the elementary level.  
38 He said he isn't willing to vote on this now.

39       **Councilmember Gantt** said he hasn't seen data on this, other than information on  
40 positive interactions.

41       **Councilmember Zegerman** said he wanted to have more of a plan on this before  
42 proceeding.

**Mayor Pro-Tempore Gray** said he is not there. He said there is a lot of support for SROs at all levels of the school, and said they seem to be doing a good job at all level of the school. He said the conversation is that they are paying a lot of money for a resource the County could be paying. He said the Sheriff's Office is understaffed if they pulled out SROs, and they wouldn't staff Apex. He said this is an unfair expense, but he doesn't see the alternative right now.

**Councilmember Gantt** said most other municipalities in Wake County don't do this. He said they think it is either too unfair or not worth it. He said it is just Holly Springs and Apex.

**Councilmember Mahaffey** said there are funding inequities that bother him. He said part of the solution needs to be the advocates funding. He said his impression is they're passing through the state funding, and that's why the state needs to increase. He said he thinks that are other ways to address this before trying what Councilmember Gantt is suggesting.

**Councilmember Gantt** said when he first joined, there were none in grade schools, now there is 3 in 6 grade schools. He said that's more than \$300,000.

**Town Manager Vosburg** said he has a meeting at the end of the month with the County. He said there are vacancy dollars, and while they can't fill those positions, in theory they may be able to have some of those dollars available from those positions to offset.

## [SLIDE-22]

FY24-25 Capital - Vehicles & Equipment

Vehicle Replacements						Equipment			
Dept	Unit #	Year	Make	Model	Mileage	Cost	Department	Equipment Type	Cost
Police	276	2016	Ford	Taurus	91,046	\$78,730	IT	Camera Replacement	\$175,000
Police	14	2018	Ford	Taurus	90,211	\$78,730	IT	Access Points	\$12,000
Police	244	2016	Ford	Explorer	96,214	\$78,730	IT	Switches	\$27,000
Police	246	2016	Ford	Explorer	87,285	\$78,730	IT	Nodes & Storage	\$42,000
Police	250	2016	Ford	Explorer	92,598	\$78,730	IT	Lenovo HX Series Replacement	\$55,000
Police	10	2019	Ford	Explorer	92,152	\$78,730	IT	Card Reader Hardware Replacements	\$52,000
Police	239	2015	Ford	Taurus	81,960	\$78,730	IT	Firewall Equipment Hardware Replacements	\$75,000
Police	295	2017	Ford	Explorer	95,571	\$78,730	Facilities	Scissor Lift	\$35,000
Police	150	2013	Chevrolet	Tahoe	88,027	\$78,730	Police	K9 Replacement	\$15,000
Police	230	2015	Ford	Explorer	90,807	\$78,730	Police/Fire	Radio Replacement	\$764,050
Police	4	2019	Ford	Explorer	98,426	\$78,730	Fire	Self-Contained Breathing Apparatus Replacement	\$325,000
Police	237	2015	Ford	Taurus	92,458	\$78,730	Fire	Enclosed Trailer & Outfitting	\$25,000
Police	269	2016	Ford	Taurus	97,910	\$78,730	Transportation	GPS Receiver	\$32,000
Police	294	2017	Ford	Explorer	101,014	\$78,730	Transportation	Vision Zero Crosswalk Beacons	\$150,000
Police	315	2019	Ford	Taurus	98,839	\$78,730	Solid Waste	Cart Delivery Truck	\$85,000
Fire	148	2006	Pierce	Custom Contender	133,753	\$1,060,675	Fleet	2 Workstations	\$6,750
						Total	\$2,241,625		

Vehicle Additions			
Department	# of Additions	Cost	
TID	1	\$68,000	
Police	4	\$380,000	
Solid Waste	2	\$150,000	
		Total	\$256,000

**Councilmember Mahaffey** asked if is the town buying more EV's.

**Director Grogan** said the intention is to prioritize EV and/or hybrid vehicles, if it's something the town has access too and can utilize. She said in some cases EVs are not practical.

**Councilmember Zegerman** asked what is the replacement mileage for the town. He said there is a lot of capital on replacing cars that not have reached 100,000 miles and most cars live beyond that. He asked what's the difference and asked would the town be better off with hiring a mechanic.

1       **Director Grogan** said there are different standards by type of vehicle based on how  
2 old it is and then the number of miles and determine what the life cycle is based off that  
3 information. She said they determine when it would be cheaper to replace than continue to  
4 maintain.

5       **Councilmember Zegerman** asked how often are those standards revised.

6       **Director Grogan** said it's on the list for this year, and finance is working to update the  
7 depreciation schedule and then going to take a look at the vehicle replacement policy. She  
8 said they don't replace everything that's requested, but they tend to focus on replacing  
9 police and fire vehicles/apparatus on schedule.

10       **Councilmember Zegerman** asked if the town needs to custom design our own fire  
11 trucks. He said why not buy a shell ready to go fire truck and go through the entire design  
12 process. He asked what is the difference in money if the town did that.

13       **Chief Herman** said he met with their vender this week about some stock vehicles not  
14 just for saving money but getting it faster. He said those prices were still in the \$900,000  
15 range. He said still talking \$100,000 difference and with the increased price of apparatus the  
16 town will have to look at what needs to be cut as the trucks keep going up.

17       **Councilmember Zegerman** asked would it be feasible or beneficial to lease the  
18 vehicles instead of purchasing them.

19       **Chief Herman** said he did look into those options and he said it's about a million  
20 dollars a year right now. He said it does not seem to be beneficial.

21       **Councilmember Zegerman** said he would like to look into more options regarding  
22 the fire truck expenses.

23       **Mayor Pro-Tempore Gray** said this is something that maybe the town can incentivize.  
24 He said maybe taking a look at refining our budget process down the road and looking at  
25 different ways of cost moderation over time. He said he thinks it would be good to give  
26 directors more ability to determine those things.

27       **Chief Armstrong** said that's actually what his team does. He said he had a number of  
28 vehicles that met the requirement for replacements, and that number was way too high to  
29 bring to Council. He said his team got together internally and went through all the vehicles  
30 that were listed and checked each one to see if any could be repurposed, assigned to patrol,  
31 passed to an SRO, and things that are not putting the wear and tear on it every day. He said  
32 he did end up finding 5 or 6 vehicles that he could repurpose by doing that by passing it  
33 down.

34       **Mayor Pro Tempore Gray** said he likes that, as they are able to be the experts on  
35 their resources and make the professional determinations.

36       **Councilmember Zegerman** said the number of new officers and number of new  
37 vehicles as they seem to be very closely related. He said since there are officers not on duty  
38 24/7, he asked is there opportunity for some vehicle sharing.

39       **Chief Armstrong** said that's one of the biggest recruiting tools, having officers with  
40 their own cars, and it would be doing a disservice to move away from that. He said there is a  
41 an area that they have to keep the vehicle within, and a mileage policy.

1       **Mayor Gilbert** asked if an officer has an EV and wants to take their vehicle home how  
2 would they charge it. He asked has the discussion as far as cost happened.

3       **Deputy Town Manager Purvis** said that's coming. He said when the town does get to  
4 that point that police will be one of the last to transition. He said they may benefit from more  
5 mileage but there are other complications they need to explore.

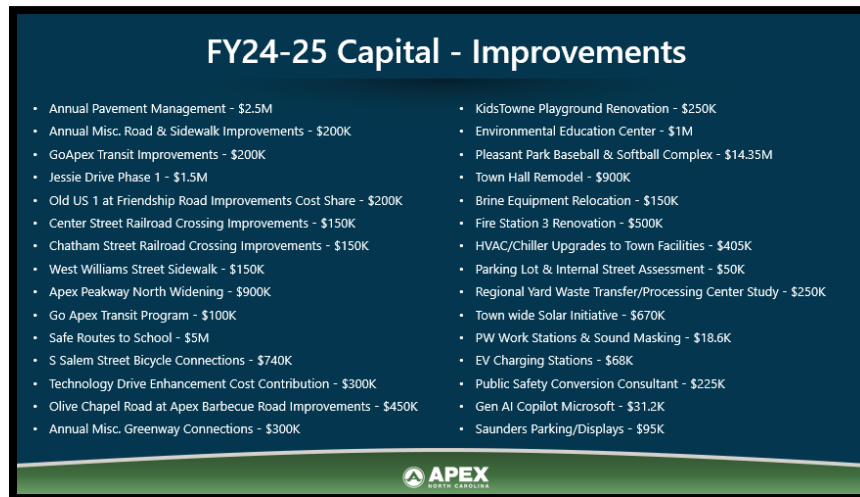
6       **Chief Armstrong** said they do have an EV patrol car. He said it's not assigned to  
7 anyone to take home but he said it did take some time to get outfitted and its currently being  
8 tested to see if it will hold up doing what police needs it to do. He said it stays in town.

9       **Councilmember Mahaffey** said he noticed a debate over the size of the fire trucks  
10 and asked the Chief to talk more about the type of trucks to purchase.

11       **Chief Herman** said the town fire trucks are a common size. He said he has been  
12 working to get the truck smaller due to turning radius and how the town is developing  
13 neighborhoods. He said he's speaking of taking the truck from 35ft to 32ft long. He said the  
14 smaller trucks would be the brush trucks and that's not suitable to maintain the standard of  
15 class one.

16  
17 **Mayor Gilbert** called for a recess and to be back at 3:45p.m.

18  
19 **[SLIDE-23]**



1 [SLIDE-24]

**Capital Reserve Funds**

- **Transportation Capital Reserve Fund**
  - Projection: \$1.4M from Motor Vehicle Tax
  - Fund Balance: \$2.8M, \$2.07M unrestricted (\$742K are PILO and restricted)
  - Commitments: \$1.25M
    - Old US 1-Friendship Rd Improvements Cost Share \$200,000
    - Center Street Railroad Crossing Improvements \$150,000
    - Chatham Street Railroad Crossing Improvements \$150,000
    - Technology Drive Enhancements Cost Contribution \$300,000
    - Olive Chapel Rd at Apex Barbecue Rd Improvements \$450,000
    - Annual Misc. Road Improvements (General Fund) \$150,000
- **Recreation Capital Reserve Fund**
  - Projected: \$1.4M
  - Fund Balance: \$6.7M
  - \$1M for Environmental Education Center

2  
3 **Councilmember Zegerman** asked if the \$6.7M is unreserved.

4 **Director Grogan** said yes and no. She said it's restricted typically when it's paid in and  
5 reserved for different parks, improvements, or amenities in that development area.

6 **Councilmember Zegerman** asked is there an opportunity to put some of the money  
7 towards greenways in those development areas.

8 **Director Grogan** said it has been done before with Ready Branch subdivision. She  
9 said it's allocated depending on the project and their location. She said a lot of it has to do  
10 with staff capacity.

11 **Councilmember Zegerman** said having this untouched is making to value become  
12 less and less over time with inflation. He said he wanted to look at seeing if they could do  
13 more with that.

14 **Councilmember Mahaffey** asked if there was a project that could pull this year to use  
15 some of that 7 million.

16 **Ms. Reincke** said she's in hopes to move into a more cyclical program where she will  
17 know each year when there will be projects and potentially move others. She said where  
18 there's a gap is money that's funded for construction when there are no plans yet in place.

19 **Director Setzer** said if additional greenway projects get pulled there are operating  
20 expenses that go along with it. He said it's not just about the impact of time but also impact of  
21 operations perspective.

22 **Councilmember Zegerman** said his only ask is to look into that and see if there's an  
23 opportunity to accelerate some of the projects. He said he wants to see some of this money  
24 get to work.

1 [SLIDE-25]

## Affordable Housing Fund


- FY24-25 Allocation: \$1,935,900
  - \$0.01 tax rate allocation
  - Commitments: none pending


Fund Balance: approximately \$3.87M

- Additional \$3M committed from ARPA funds

Operating Item	Cost (\$)
Three housing staff positions under supervision of CDNC Director	478,355
Operating Costs	33,060
Affordable Housing Plan Update & funding research	117,500
<b>Total</b>	<b>626,915</b>

\* Amended down \$8,500 from Memo: -\$5,000 for community outreach materials & -\$3,500 for travel & training (Neighborhoods USA)





2  
3 **Councilmember Zegerman** said this is a hard no for him. He said this fund is to make  
4 investments and make it actually happen and not to pay our operating expenses.

5 **Mayor Gilbert** asked how anyone else felt about it.

6 **Councilmember Mahaffey** said it felt it was appropriate for spending on staff to look  
7 into studies to work on affordable housing.

8 **Director Grogan** said there are approximately 3.8 million that is currently the fund  
9 balance that's in the fund from previous allocations. She said the town will have an additional  
10 3 million that's committed to ARPA funds for affordable housing.

11 **Councilmember Gantt** said which have to be spent by 2026.

12 **Director Grogan** said instead of doing a transfer for the affordable housing fund, it  
13 would offset those operating costs the \$626,000 from that annual allocation. She said its still  
14 allocating 1.3 million to the fund this year but it removes the \$626,000 from the general fund.

15 **Councilmember Killingsworth** said she's thinking something like the affordable  
16 housing plan update would be appropriate to be a part of this since we're talking about our  
17 incentives within the affordable housing. She said she doesn't agree with the staff operating  
18 cost being pulled from this.

19 **Councilmember Gantt** said he's thought that fund balance is an important thing if the  
20 town needs to make a major purchase but having ARPA now he is less concerned with that.

21 **Councilmember Killingsworth** said it's part of the housing plan initiatives that the  
22 housing fund is working toward. She said she's good with the housing plan update being  
23 included, that's part of the indicatives, but not necessarily the operating or the staff positions  
24 being funded through this.

25 **Councilmember Mahaffey** said to not look at it the wrong way. He said housing staff  
26 positions are funded with a dedicated funding source. He said Council can change that  
27 number year after year regarding how much to give them.

28 **Mayor Pro-Tempore Gray** said to keep it as a funding source.

29 **Councilmember Gantt** asked is the consensus to have the top two operating items  
30 be from the annual allocation and the housing plan be from the fund balance.

1       **Director Grogan** said is the affordable housing plan would be from the affordable  
2 housing fund, positions and operating costs would be from the general fund. She said this  
3 would be charged to the affordable housing funds where Councilmember Mahaffey thinks  
4 that everything can go under affordable housing fund.

5       **Councilmember Zegerman** said he looks at this as our investments, like the towns  
6 war chest, to support affordable housing.

7       **Councilmember Killingsworth** said like Councilmember Mahaffey and Mayor Pro-  
8 Tempore Gray was saying earlier it is more likely to continue if the expenses are coded to the  
9 Affordable Housing fund from the beginning.

10       **Councilmember Mahaffey** said two things to make clear, the property tax rate can be  
11 changed to increase the fund balance, if there was an opportunity for affordable housing. He  
12 said for example if the town is 500K short in this fund because last year the town funded a  
13 couple positions, the money can come from general fund if necessary. He said its not about  
14 doing less or anything different, its how the money is accounted for and where its  
15 appropriated.

16       **Councilmember Zegerman** said he's afraid the funds will rapidly decrease over time  
17 if the town doesn't start investing now.

18       **Councilmember Mahaffey** said they're still working on affordable housing so there's  
19 still investments being made in future years.

20       **Councilmember Killingsworth** said she changed her mind and is okay with  
21 operating and personnel expenses being charged to the Affordable Housing Fund.

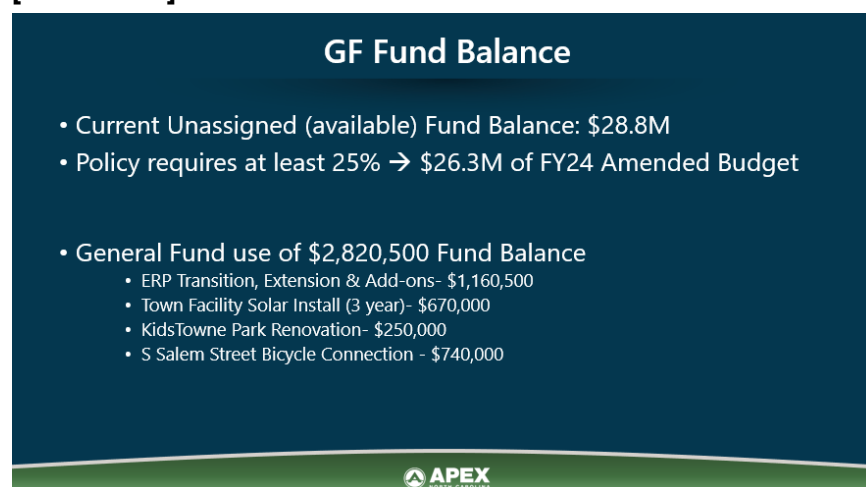
22       **Director Grogan** said to clarify, operating and personnel expenses should be  
23 charged to the affordable housing fund. She said it appears as though at least three were in  
24 favor of moving in this direction.

25       **Councilmember Gantt** said he was also onboard with charging affordable housing  
26 expenditures to the affordable housing fund.

27       **Director Grogan** said sounds good.

28       **Mayor Gilbert** said everyone has stated their position and preferences.

29 **[SLIDE-26]**



30       **Councilmember Zegerman** said there's a projection to go below the policy.  
31



**Director Grogan** said it depends on how Council chooses to prioritize projects moving forward.

**Councilmember Gantt** asked if the consequence of this long term is that the town would be more reliant on bonds to pay for onetime things.

**Deputy Town Manager Purvis** said that's their next step, as a significant portion of funding relies on debt. He said Director Morrison is working on some debt modeling and that will come back next season.

**Councilmember Zegerman** said if they know they're heading towards a cliff then they can make incremental changes.

**Deputy Town Manager Purvis** said that's what they are working to put in place. He said things have changed, and it may be better to look at debt service percentage and capital percentage. He said if there's more debt that's needed to do projects, that combination will capture it.

**Councilmember Zegerman** said he thinks there is a lot of room to use debt service to get over the hump of demand, before things can get smoothed out.

**Deputy Town Manager Purvis** said he thinks that would likely be necessary.

**Councilmember Gantt** asked will this come with the general fund usage policy that could be developed to save the really big projects for debt service, and have some capital projects that are smaller paid for by the general fund balance.

**Deputy Town Manager Purvis** said in general you would want to finance everything, but in practice some things would have to be funded by debt. He said at the end of summer or fall, staff will be coming back to Council with a lot more information about what modeling looks like.

## [SLIDE-27]

General Fund Expenditures: Non-Profit Support				
Entity	Meets Public Purpose & Statutory Authority Test	FY23-24 Funding	FY24-25 Request	Finance Committee Recommendation
Carolina Swims Foundation	Yes (Public Health & Safety / Human Relations)	\$8,000	\$10,000	<b>24-25 Requested Funding Purpose</b>  To support Carolina Swims Foundation (CSF) targeted water safety education initiatives aimed to reduce residents' risk of drowning. The grant funds would be used for the "Give the Gift of Swim" program providing lessons for underserved children of the Town of Apex. Information regarding classroom water safety lesson materials will be delivered by CSF in partnership with schools.  Blanket Buddies is a community service project in which CAPA members assemble & distribute 'no sew' blankets to SAFEChild.  Funding will be used for our Crisis Intervention Client Assistance fund which assist with individual or family basic needs during their immediate time of crisis, such as food, supplies, transportation, or temporary lodging.  The SAFEChild Advocacy Center (SAC) services include an evidenced-based forensic interview that ascertains the facts of a child's victimization, a comprehensive medical exam, & advocacy support that assures a child's safety & well-being. The funds requested of the Town of Apex will help expand the services needed by Apex children & families by increasing capacity that enables SAFEChild to reduce or eliminate the wait list. Apex Police Department has referred over 200 children to the SAC.  Funds will be used directly for financial assistance for clients living in Apex. Individuals & families may receive financial assistance for a late utility bill (electric, water, or heat) or past due rent. Families are required to meet criteria documenting a current situation or verifying limited income. Eligible families may receive up to \$1,000 in financial assistance annually. Exceptions to the income limit or the maximum annual amount are sometimes made in situations where health or safety is at risk or when homelessness is being prevented.  The Kraft Family YMCA operates Camp G.R.A.C.E. in Apex, a developmentally appropriate summer day camp for children with autism & pervasive developmental disorder, to help build social skills, sensory needs, particularly after a year of school being closed, & to provide much-needed respite & childcare for families.  Note in the Pucker's (NTP) mission is focused on enhancing a child's educational opportunities & personal confidence by addressing the issue of clothing insecurity. NTP provides children with well-fitting, high-quality appropriate clothing for school. In partnership with our school district & social service agencies, students are referred to us; we then provide a 2-week wardrobe specific for the referred individual.  Shield NC partners with communities to protect vulnerable individuals from human trafficking through empowerment, prevention, & advocacy. Requested funding will be used to support monthly community outreach & specialized/ customized human trafficking training for businesses based on the their potential exposure to human trafficking & relevant signs. This includes training, handout & material design & printing, & empowerment packets for all participants (will include literature, Red Flag retractable sign/pam, car magnets, hotline number stickers, whistle keychains, tote bags & shirts)  The requested funding will be used for motor fuel & maintenance, kitchen supplies, & sanitation supplies in support of Food Pantry Distribution, Senior Citizens, & Child Enrichment Programs. Food Pantry Distribution: drivers to pick up & deliver food 7 days/week from 13 area business locations; Child Enrichment: provide transportation to & from the White Oak campus & field trips; Senior Program: 2 meals provided (2 consumed on site, 1 taken home) & transportation provided upon request.
Children Assisting Police in Apex	Yes (Public Safety, Health & Welfare)	\$1,200	\$1,200	
InterAct	Yes (Health & Welfare)	\$3,000	\$3,000	
SAFEChild	Yes (Public Safety, Health & Welfare)	\$18,000	\$15,000	
Western Wake Crisis Ministries	Yes (Community Development / Low income support)	\$14,000	\$20,000	
YMCA	Yes (Health & Welfare)	\$9,300	\$15,900	
Note in The Pucker	Yes (Low income support)	\$0	\$5,000	
Shield NC	Yes (Public Health & Safety / Human Relations)	\$0	\$8,700	
White Oak Foundation	Yes (Senior Programs / Transit)	\$0	\$10,000	
<b>Total</b>		<b>\$88,000</b>	<b>\$78,000</b>	

**Mayor Pro-Tempore Gray** said looking at the non-profit support this year, as opposed to in the past, there's some traditional entities that aren't on the list. He said Finance Committee is looking at moving those resources to potentially Economic Development as a different source for them and looking at different funding sources for them. He said they

wanted to focus on providing this funding for direct services to our residents that the town does not provide.

**Councilmember Gantt** asked where the capital purchases for nonprofit was going.

**Councilmember Mahaffey** said that money is already dedicated towards nonprofit support.

**Director Grogan** said the application process will open in July. She said to clarify the town has a policy that was adopted for non-profit funding which sets the funding level at \$1 per capita. She said the policy would need to be updated in order to amend the funding level, which the Council could do if they wished.

**Mayor Gilbert** asked how many applications are there each year.

**Director Grogan** said four more on top of the ones listed in the slide.

**Councilmember Mahaffey** said staff also worked with some applicants that didn't quite meet the criteria.

**Councilmember Killingsworth** said the money that hasn't been allocated yet should be allocated equally. She said there were too many good causes to have to choose between to not give something to these organizations.

**Mayor Pro Tempore Gray** said some of this list are more attractive for ARPA funding than others, so they could think about that as well.

## [SLIDE-28]

Strategic Goal Alignment		
Strategic Focus	Strategic Goal Alignment in General Fund	Budget
A Welcoming Community	Develop a Neighborhood Improvement Grant Program	25,000
	Encourage a Healthy & Active Lifestyle	
	- KidsTowne Playground Renovation Design	250,000
	- Annual Greenway Allocation	300,000
	- PBCCR Program & Class Expansion	167,700
	- Court Resurfacing (Community Park/Kelly Road)	147,000
	Ensure Safe Places & Spaces	
	- Town Wide Camera Replacement	175,000
	- Enhance Historical Marker Program	10,000
	- Upgrade Crosswalk Beacons	15,000
Environmental Leadership	- Sidewalk Trip Hazard Assessment & Repairs	103,000
	Mayor & Council Internship/Engagement Program	12,000
	Subtotal	\$1,204,700
	Be a Leader in Renewable Energy & Conservation	
	- EV Charger Upgrades & Additions	68,000
	- Implement Solar install at remaining Town Facilities	670,000
	- Sustainability Action Plan Assessments	15,000
	Plant the Peak Program	100,000
	Yard Waste Feasibility Study	250,000
	Subtotal	\$1,103,000
Responsible Development	Support Diverse Housing Options (Allocation to Affordable Housing Fund)	1,935,900
	- Affordable Housing Plan Update	110,000
	Provide & Promote Mobility	
	- Safe Routes to School Program Expansion	5,000,000
	- Transit Program	967,000
	- Comprehensive Plan Update	300,000
	- Improving Bikeability across Apex	740,000
	Focus on Infrastructure Improvements	
	- Pavement Management & ADA improvements	2,500,000
	- Annual Miscellaneous Sidewalk Improvement	200,000
High Performing Government	Subtotal	\$11,752,900
	Continue to Implement Organization Assessment Recommendations	
	- Addition of 34 New Positions across all Departments	3,675,500
	Continue to Invest in Employee Professional Development	
	- Travel & Training across all operations	1,162,900
	Identify Benefit Options to Attract, Retain, & Develop our Workforce	
	- Peak Lifestyle Benefit Program	803,700
	- Employee Onboarding Kits / Annual Employee T-shirt	12,000
	Expand Diversity Inclusion Belonging	
	- MWBE (Minority & Woman-owned Business Enterprises)	325,000
Economic Vitality	Disparity Study	
	- New Hire Diversity Training	2,000
	- DEI Speakers/Facilitators (Staff & Community Events)	20,000
	Expand Lobbying Efforts	
	- Contracted Lobbyist	96,000
	Provide Customer-Focused Service	
	- Transcription (All Meeting Minutes with Independent Contractor)	27,500
	- Implementation of Court Availability Technology at Parks	95,000
	- EWP Transition Phase 2	1,160,500
	- Routing Software for Solid Waste	18,000
Implement the Downtown Master Plan	- Customer Relationship Management (CRM) Technology Support	62,000
	Focus on Fiscal Responsibility & Stewardship	
	- Grant Assistance & Administration Contract	25,000
	- External Risk Assessment	25,000
	- General Government Debt Model & Consultations	20,000
	Subtotal	\$7,466,600
	Recruit, Retain, & Develop Businesses	
	- Downtown Facade Grant Program	20,000
	- Downtown Parking Mitigation & Availability Applications	195,000
	Economic Development Incentives	150,000
	Subtotal	\$345,000
	Grand Total	\$23,885,200

1 [SLIDE-29]

Tax Rate Options					
\$0.33		\$0.34		\$0.35	
Annual Pavement Management	1,000,000	Annual Pavement Management	500,000	Annual Pavement Management	500,000
Annual Misc. Sidewalks	100,000	Annual Misc. Sidewalks	150,000	Annual Misc. Sidewalks	200,000
Annual greenway allocation	50,000	Annual greenway allocation	150,000	Town Camera /Infrastructure Additions & Upgrades	600,000
Multimodal Transportation Projects	654,600	Vision Zero Projects	100,000	Wayfinding Plan Implementation (Phase 2)	400,000
Planner II staff addition	131,300	ADA accessibility improvements	80,000	Special Populations/PRCR Programming	55,900
<b>Total</b>	<b>1,935,900</b>	Park Improvements & Upgrades	650,000	A/V Upgrades - Town Facilities	100,000
		Park Operations staff addition	185,500	Facility Security Access - Badge Readers Replacement/Upgrades	60,000
		Transportation Planning & Design	120,400	Tree planting / Arborist care	20,000
		<b>Total</b>	<b>1,935,900</b>	<b>Total</b>	<b>1,935,900</b>

Tax Rate Impact - Median Household					
	FY2024	FY2025	FY2025	FY2025	FY2025
Median Single Family Home	\$ 366,840	\$ 570,990	\$ 570,990	\$ 570,990	\$ 570,990
Tax Rate	\$ 0.44	\$ 0.32	\$ 0.33	\$ 0.34	\$ 0.35
Annual Tax Bill	\$ 1,614	\$ 1,827	\$ 1,884	\$ 1,941	\$ 1,998
Difference from FY24	\$ -	\$ 213	\$ 270	\$ 327	\$ 384
Monthly Cost Increase		\$ 17.76	\$ 22.51	\$ 27.27	\$ 32.03

\*1¢ = \$1,935,900

**APEX**  
MULTI-COUNTY

2  
3 **Councilmember Gantt** asked what the amount of money in pavement management  
4 meant in terms of how many neighborhoods get paved. He asked how much did Scott's Mill  
5 cost.

6 **Director Johnson** said it was three or four million. He said he could get a lot more  
7 lane miles if they were doing preservation versus resurfacing, and try to do more of that as a  
8 lot of the town's streets are resurfaced. He said its good to get those preservation measures  
9 moving quickly before it starts to degrade, and it can cover up to fix to six times many miles  
10 with the same dollar with preservation work. It keeps the best roads in best shape. He said for  
11 example, resurfacing would cover about five to ten miles, where preservation will cover 20  
12 miles. He said currently, there is about 240 miles total right now to cover.

13 **Councilmember Gantt** said the map is still showing a lot of red.

14 **Director Johnson** said the town has the bond coming in 2026 that will go towards  
15 resurfacing.

16 **Councilmember Mahaffey** said the extra million would have been for preservation.

17 **Director Johnson** said it would be a mix of preservation and resurfacing.

18 **Councilmember Mahaffey** asked to clarify what preservation means.

19 **Director Johnson** said to preserve the road it could be putting down rejuvenators  
20 which going on like liquid and then it goes away and you can't hardly tell it was there. He said  
21 there's also an option of going in to fill the cracks and make sure drainage is not getting in.  
22 He said you can also do thin micro surfacing which in a quarter inch deep, very unimpactful,  
23 looks a little different than asphalt.

24 **Councilmember Zegerman** asked is the town setting themselves up for trouble by  
25 staying at a conservative tax. He said if we don't do this now the town could be looking at a  
26 bond for 20 million dollars to catch up on a couple years down the road instead of adding a  
27 few pennies here and there now to keep up. He wondered if they should be more like their  
28 neighbors and be more aggressive in recovering expenses.

1       **Town Manager Vosburg** said things are not going to get cheaper either. He said with  
2 the limited staff and resources, it's cheaper to get these things done now versus delaying to  
3 avoid the inflating cost down the road.

4       **Councilmember Zegerman** said then the question becomes spending any on debt  
5 to get leverage. He said instead of getting 1.9 million out of the penny the town could get 10  
6 million out of the penny because it's a service and could be a better outcome.

7       **Councilmember Mahaffey** said Pleasant Park baseball field this year is going to be  
8 out of bond debt.

9       **Councilmember Zegerman** said he was wondering what putting money into debt  
10 service rather than the capital fund, and see how much that can get them.

11       **Councilmember Mahaffey** said that would be issuing more bonds.

12       **Councilmember Zegerman** said something they can look at to get ahead on these  
13 projects.

14       **Director Grogan** said for clarification the town does have a debt service fund. She  
15 said bond debt is not the only kind of debt.

16       **Director Morrison** said not to feel like the town is doing a disservice and could  
17 increase the rate, and when comparing that to our neighbors, it depends on what the town is  
18 comfortable with. He said to Town Manager Vosburg's point, the town could take into  
19 consideration one or two more cent but then the town doesn't have the staff and the  
20 resources available to push those projects forward and make things happen. He said it's a  
21 matter of the funding versus putting it to work.

22       **Councilmember Zegerman** said if there is so much demand and the town is being  
23 conservative with our tax rate increase right now. He said he's trying to gauge form staff and  
24 where they see the risks or potentials.

25       **Director Grogan** said there's always a risk as its going to get more expensive. She  
26 said this is solely based on debt services growth. She said she will update them as they find  
27 out what other town's are doing this year.

28       **Deputy Town Manager Purvis** said the two cents that Council asked may not even  
29 accomplish the offset with inflation.

30       **Councilmember Killingsworth** said its not considering the personnel cost. She said  
31 the Council needs to think about if fully staffing and bringing people in that can do all the  
32 projects then Council would need to put more money in too.

33       **Councilmember Mahaffey** said he's comfortable with \$0.33 cents. He said he likes  
34 the idea of investing in the streets that will save the town money in the long term. He said the  
35 proactive maintenance that can be done on the streets whether its resurfacing or  
36 preservation and that this sounds like a wise investment.

37       **Councilmember Gantt** said he is going with \$0.34. He said he can justify vision zero  
38 and park operations. He said he really wants the wayfinding phase one to happen.

39       **Mayor Pro-Tempore Gray** said he's comfortable with \$0.34 as well.

40       **Councilmember Killingsworth** said agreed with the \$0.34 rate.

**Councilmember Zegerman** said he's good with \$0.34, He said he would be curious if the town can get more leverage, like a bond issue this year, which would give the town more to work with than 4 million.

**Deputy Town Manager Purvis** said the two cents could go to this year then going into next year the Council could bring those two cents into debt calculations. He said this is for capital and not operating costs.

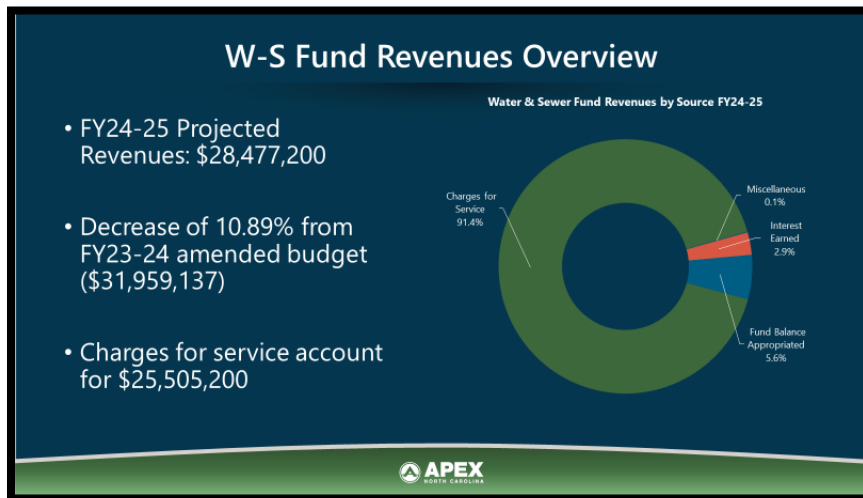
**Councilmember Gantt** asked what the Transportation Planning & Design is.

**Director Grogan** said that is a fund for smaller scale transportation projects.

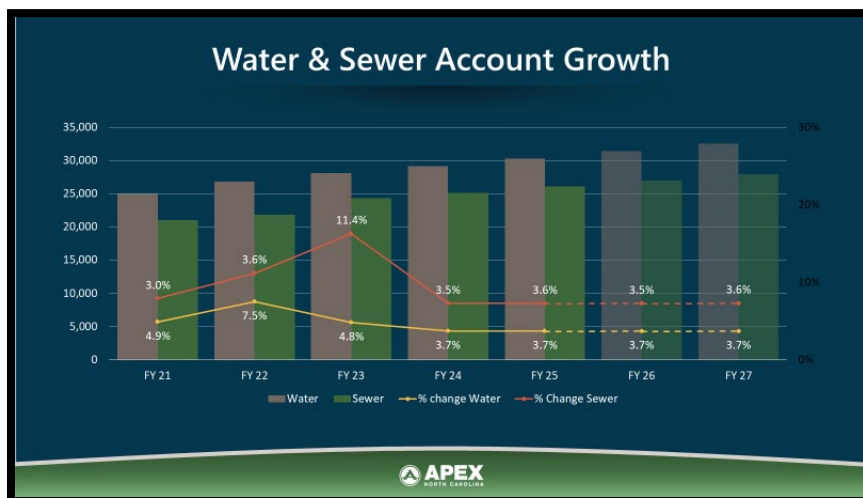
**Deputy Town Manager Purvis** said there are a lot of things that pop up every year that Transportation has to go look into.

**Councilmember Mahaffey** asked for a memo or email with a little more detail about the items listed. He said he would like a few sentences in case Council is asked questions.

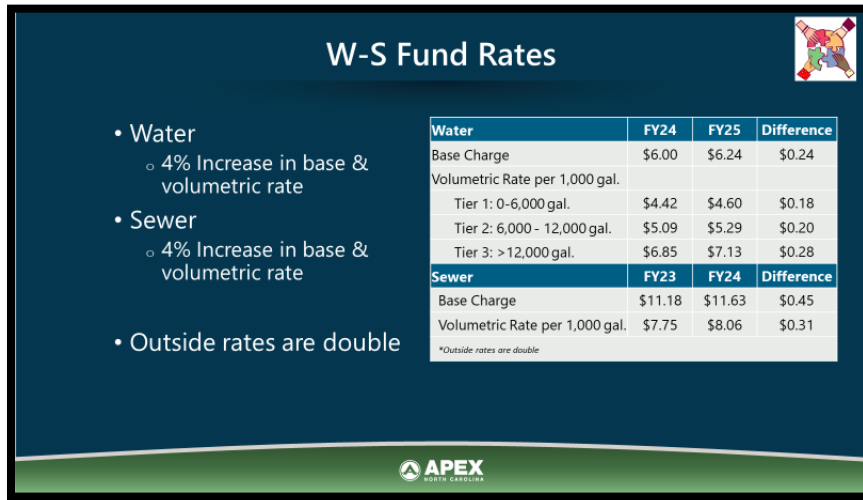
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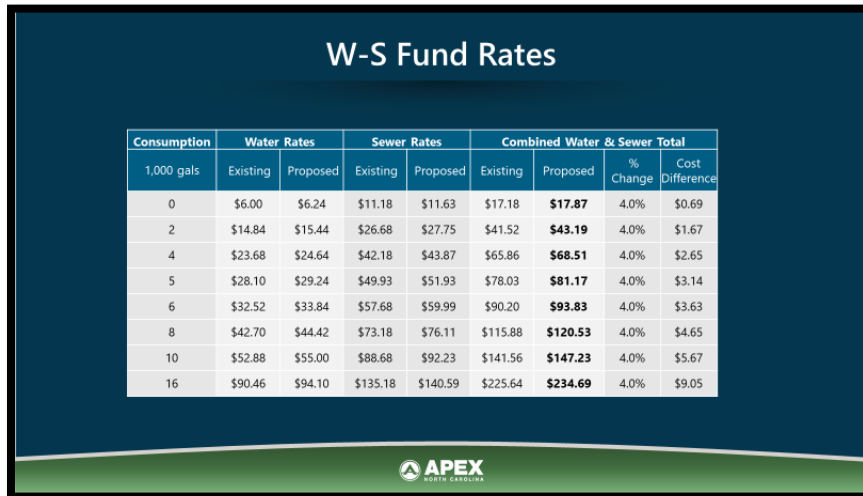
#### [SLIDE-31]



1 [SLIDE-32]



2  
3 [SLIDE-33]



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5 [SLIDE-33]

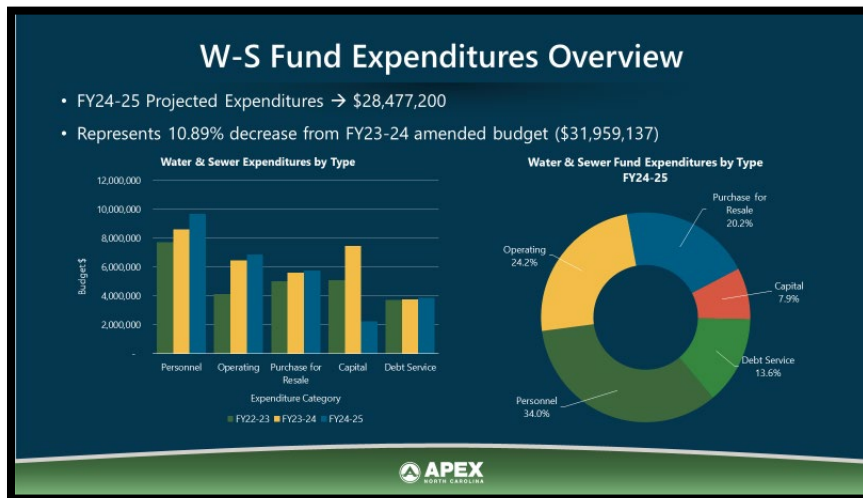


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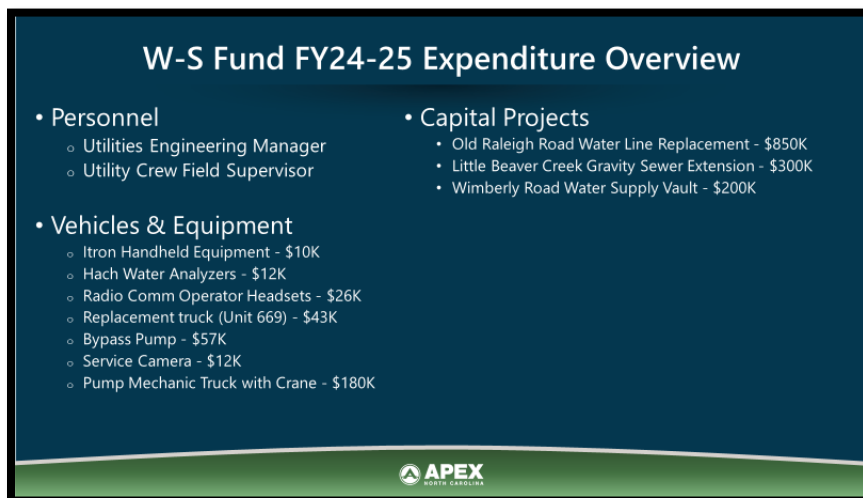
1 [SLIDE-35]



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3 [SLIDE-36]

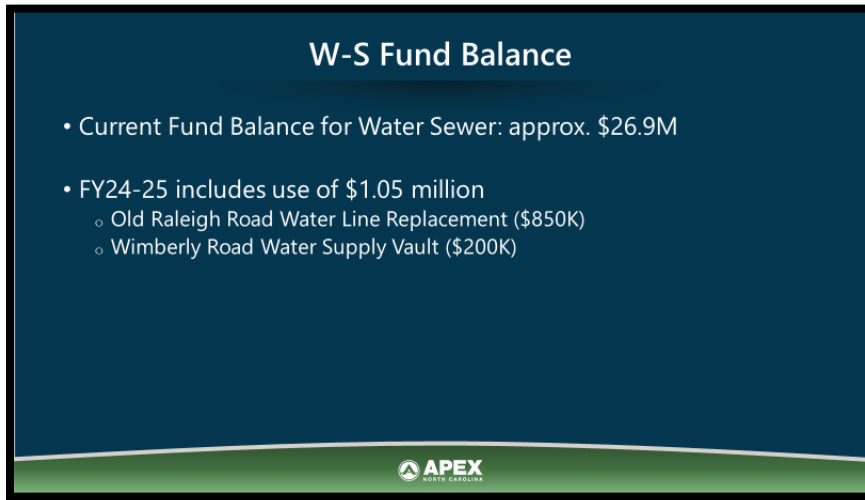


4  
5 [SLIDE-37]



6

1 **[SLIDE-38]**



2  
3 **Councilmember Killingsworth** asked if a vault is the same thing as a tank.

4 **Assistant Town Manager Stone** said a vault is a metering point and helps to provide  
5 needed redundancy.

6 **Councilmember Zegerman** said he's trying to make sense of the narrative in the  
7 budget message. He said he's confused on what exactly the town is raising rates for based on  
8 the outlook of the budget message. He said the charge for service number is flat year after  
9 year.

10 **Director Grogan** said she wasn't clear on the question, and confirmed it was for water  
11 and sewer funds. She said this is not just charges for services on the water and sewer bill, and  
12 there are different charges for saleable water that comes through, which is tied to  
13 development. She said there are other things as well.

14 **Councilmember Zegerman** said the charges for service are increasing 7%, even  
15 though the numbers are the same year to year

16 **Town Manager Vosburg** said the 7% comes from the difference in budget.

17 **Councilmember Zegerman** said it doesn't imply a rate increase because the town's  
18 actual collections this year is already 25 million.

19 **Director Grogan** said the 25 million is an estimate.

20 **Councilmember Zegerman** said the town is two months away from the end of the  
21 year and said our estimates should be on point by now. He asked what the town's year end  
22 outlook is going to look like.

23 **Director Grogan** said the estimates were done at the end of March. She said the  
24 estimate was dependent on what was done previous years and what those costs are.

25 **Assistant Town Manager Stone** said if it included water purchase than the number  
26 showing today would be different.

27 **Councilmember Zegerman** said the budget message does not support a rate  
28 increase, he said he doesn't understand why its being proposed today as a rate increase.

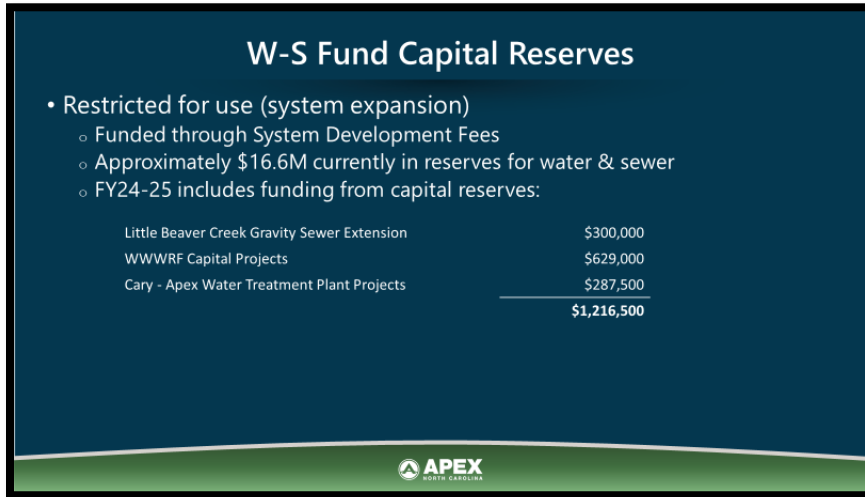
29 **Mayor Gilbert** asked if staff needed more time to look into it.



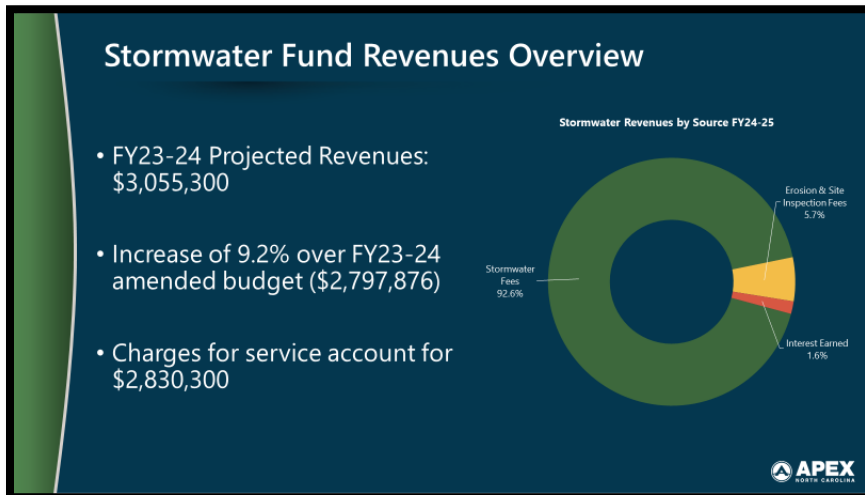
**Councilmember Zegerman** said he can have more discussion in the second session in May and can defer the conversation until then.

**Director Grogan** said she will pull the numbers and connect with Councilmember Zegerman on how she came up with the outcome.

**[SLIDE-39]**



**[SLIDE-40]**



1 [SLIDE-41]

## Stormwater Utility

- Stormwater Fees
  - Stormwater Utility Fee with a Residential Tiered Rate Structure
  - Non-Residential Rate Based on Actual Impervious Area
  - Rates remaining flat from FY23-24

STORMWATER FEES	
Stormwater fees are effective January 2022 (Tier 5 effective January 1, 2024). Stormwater utility fees are based on the total amount of impervious surface on an individual lot or parcel.	
<b>Residential</b> - Detached single-family homes, a duplex, or a manufactured home located on an individual lot or parcel.	
<b>Tier 1: Small (400-1,500ft<sup>2</sup>)</b>	\$1.50
<b>Tier 2: Medium (1,500-3,000ft<sup>2</sup>)</b>	\$5.00
<b>Tier 3: Large (3,000-4,000ft<sup>2</sup>)</b>	\$7.50
<b>Tier 4: Extra Large (&gt;4,000ft<sup>2</sup>)</b>	\$10.00
<b>Tier 5: Homes with more than 5,400ft<sup>2</sup> (2 ERU) pay the non-residential rate.</b>	\$5.00 per ERU (Total Impervious Area/\$2,700ft <sup>2</sup> * \$5)
<b>Non-Residential</b> - Parcels that contain more than two residential units, public/private institutional buildings, commercial buildings, parking lots, churches, etc.	
	\$5.00 per ERU (Total Impervious Area/\$2,700ft <sup>2</sup> * \$5)

\*ERU (Equivalent Residential Unit) is the GIS Analysis of average impervious surface (rooftops, driveways, sidewalks, parking lots) per property. Approximately 2,700 ft<sup>2</sup>.  
\*Properties with less than 400ft<sup>2</sup> of impervious surface are exempt.

**APEX**  
NORTH CAROLINA

2  
3 [SLIDE-42]

## Stormwater Expenditures Overview

- FY24-25 Projected Expenditures → \$3,055,300
- Represents 9.2% increase from FY23-24 amended budget (\$2,797,876)
- Expenditure Highlights
  - New Personnel - Stormwater Crew Leader & Stormwater Maintenance Worker
  - Lake Pine Spillway Repair - \$500K
  - Repairs from Condition Assessment - \$200K
  - Seagroves Farm Dam Repair - \$100K
  - Condition Assessment Phase 3 Contract - \$325K
  - Maintenance Crew Vehicle - \$65k

Stormwater Expenditures by Type  
FY24-25

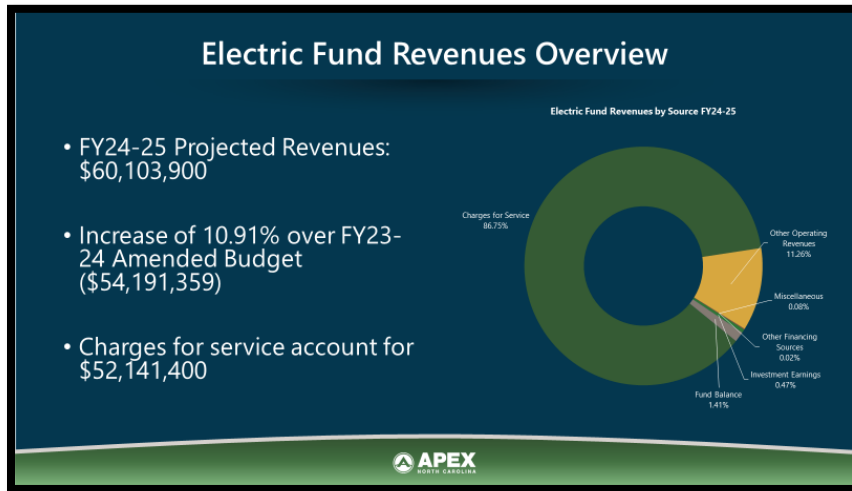
Category	Percentage
Operating	53.0%
Personnel	44.5%
Capital	2.1%

**APEX**  
NORTH CAROLINA

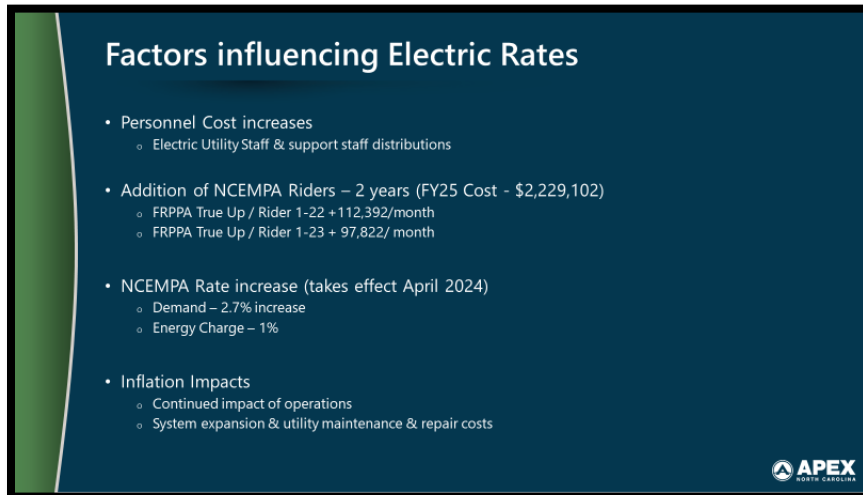
4  
5 **Councilmember Gantt** asked if the masterplan was in last year's budget for storm  
6 water.

7 **Director Grogan** said stormwater had a phase two condition assessment that they are  
8 currently working on now and then this would be their third. She said they are coming up  
9 with the master plan and then budget will work with them to build out the CP.

1 [SLIDE-43]



2  
3 [SLIDE-44]



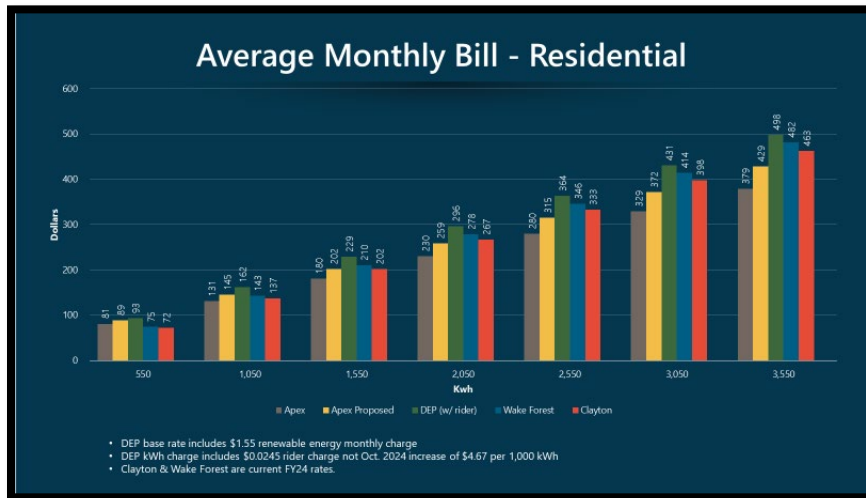
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6 [SLIDE-45]

### Recommended Electric Rates

	Rate Description	FY 24	FY 25	Difference	% change
Residential	Customer Charge (\$/bill)	26.38	26.30	0.1250	0.5%
	Energy Charge (\$/kWh)	-	-	-	-
	- Energy (0-800 kWh)	0.0994	0.1133	0.0139	14.0%
	- Energy (>800 kWh)	0.0994	0.1133	0.0139	14.0%
Residential TOU	Customer Charge (\$/bill)	26.38	26.30	0.1250	0.5%
	Energy Charge (\$/kWh)	-	-	-	-
	- TOU On Peak	0.2557	0.2345	0.0288	14.0%
	- TOU Off Peak	0.0545	0.0623	0.0077	14.0%
Small General Service	Customer Charge (\$/bill)	0.1375	0.1567	0.0192	14.0%
	Energy Charge (\$/kWh)	0.0327	0.0373	0.0046	14.0%
	Customer Charge (\$/bill)	28.50	30.00	1.5000	5.3%
	Energy Charge (\$/kWh)	0.1019	0.1146	0.0127	12.5%
Small General Service TOU	Customer Charge (\$/bill)	28.50	30.00	1.5000	5.3%
	Energy Charge (\$/kWh)	-	-	-	-
	- TOU On Peak	0.2048	0.2304	0.0256	12.5%
	- TOU Off Peak	0.0564	0.0635	0.0070	12.5%
Medium General Service	Customer Charge (\$/bill)	0.1368	0.1539	0.0171	12.5%
	Energy Charge (\$/kWh)	0.0326	0.0367	0.0041	12.5%
	Customer Charge (\$/bill)	90.00	90.00	-	0.0%
	Energy Charge (\$/kWh)	0.0780	0.0878	0.0097	12.5%
Large General Service	Customer Charge (\$/bill)	8.20	9.23	1.0250	12.5%
	Energy Charge (\$/kWh)	90.00	90.00	-	0.0%
	TOU Energy Charge (\$/kWh)	0.0759	0.0821	0.0062	12.5%
	TOU On Peak Demand Charge (\$/kW)	12.25	13.78	1.5333	12.5%
Large General Service TOU	Customer Charge (\$/bill)	175.00	180.00	5.0000	2.9%
	Energy Charge (\$/kWh)	0.0622	0.0700	0.0078	12.5%
	Demand Charge (\$/kW)	11.00	12.38	1.3750	12.5%
	Customer Charge (\$/bill)	175.00	180.00	5.0000	2.9%
Large General Service TOU	TOU Energy Charge (\$/kWh)	0.0607	0.0663	0.0056	12.5%
	TOU On Peak Demand Charge (\$/kW)	12.75	14.34	1.5938	12.5%
	Customer Charge (\$/bill)	350.00	360.00	10.0000	2.9%
	Energy Charge (\$/kWh)	0.0476	0.0536	0.0060	12.5%
Large General Service TOU	EP Demand Charge (\$/kW)	21.00	23.63	2.6250	12.5%
	Excess Demand Charge (\$/kW)	4.19	4.71	0.5238	12.5%

**APEX**  
NORTH CAROLINA

[SLIDE-46]



**Councilmember Mahaffey** said he wished there was more time to talk more about this slide. He said residents will see the increase and have concerns. He asked to simplify what is the reason driving the electric increase. He asked is it the true-up entirely or is it increasing costs.

**Director Grogan** said it's tied to the increase in costs. She said even though the town is spending 4 million on system expansion but electric has also increased those rates. She said electric has drastic increase in their revenue because their substantially increased and their trying to put those costs back onto developers so residents that are using it are paying for the system expansion. She said the bigger issue that the town is running into is the costs that are associated with system maintenance. She said it taking six months to three years lead time to get equipment and equipment is being ordered before it's even needed. She said also some of it is time to operating inflation which has hit the utility funds the most and being tied back to true-up.

**Councilmember Gantt** said he's bothered that the town doesn't have a tier system for electric like the town does for water and other stormwater related things.

**Director Grogan** said Duke is the only one that has that tier system and said the town had a similar one to it years ago. She said certain seasons of the year changes the rate.

**Councilmember Gantt** asked would it explain the difference between low and high end for the town.

**Director Grogan** said that is tied to base rate.

**Councilmember Mahaffey** said last year the town raised the base rate and lowered the per kWh and this year the town is raising our kWh back to what it was last year.

**Councilmember Zegerman** asked if the town can do tiers if they choose or is it constrained by the billing systems.

**Director Grogan** said the town used to charge that way but it was shifted to simplify the rate structure.

**Councilmember Mahaffey** said it's not as big for equity as it would seem. He said it wouldn't just impact larger, newer homes, it could negatively impact older and less energy efficient homes as well.

**Assistant Town Manager Stone** said the time of use is going to be a better way to handle rates. He said they can't get there until the switch over to the new system. He said older homes have much less insulation, and have to use more energy to try and keep the home cool at times.

**Councilmember Mahaffey** said the best way to help out our residents that need help is to invest in programs that help educate on energy efficiency.

**Councilmember Zegerman** He said the town is losing \$450 per solar customer, and that can be spread out more equitably.

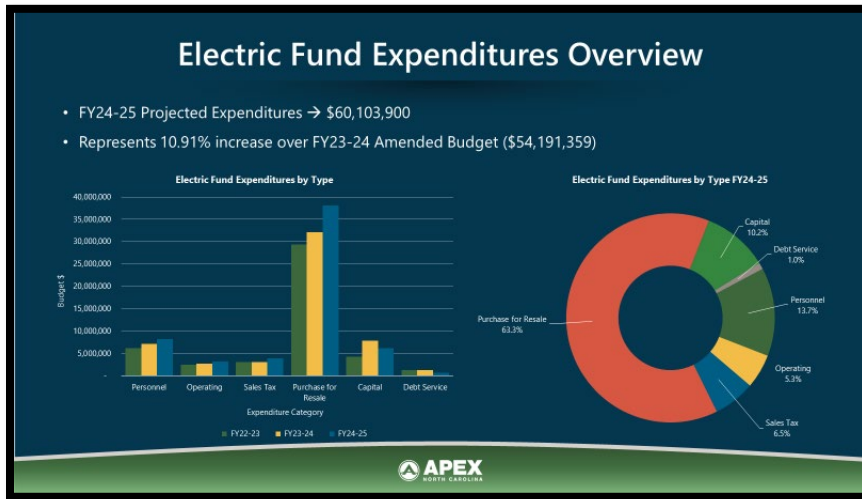
**Councilmember Killingsworth** said that once the AMI system was in place, they could approach the homeowners as apart of the APEX CARES program to help them on saving energy, which would also help the town out.

**Councilmember Zegerman** said he has the same narrative around the electric fund as he made about the water fund and will talk about this in the next session.

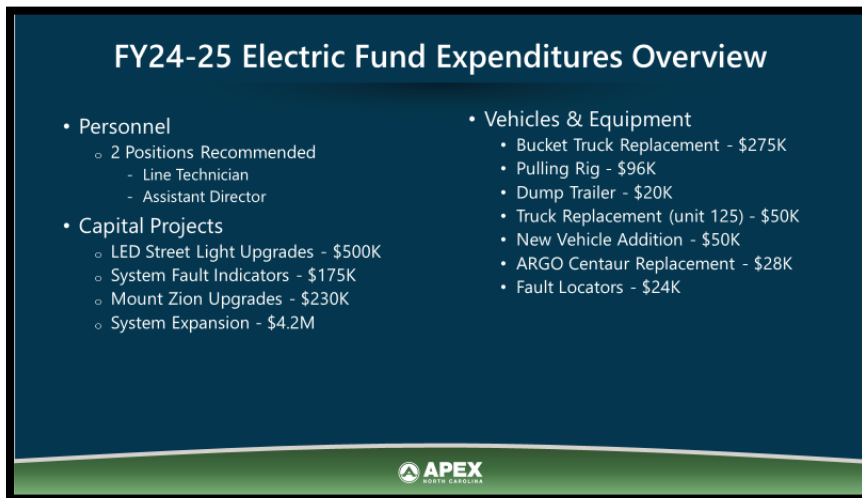
**[SLIDE-47]**

Monthly Impact			
Apex Residential Customers			
Kwh	Current Avg/Month	Proposed Avg/Month	Monthly Change
950	\$120.79	\$134.13	\$13.34
1,150	\$140.67	\$156.79	\$16.12
1,250	\$150.61	\$168.12	\$17.51
1,350	\$160.54	\$179.45	\$18.90

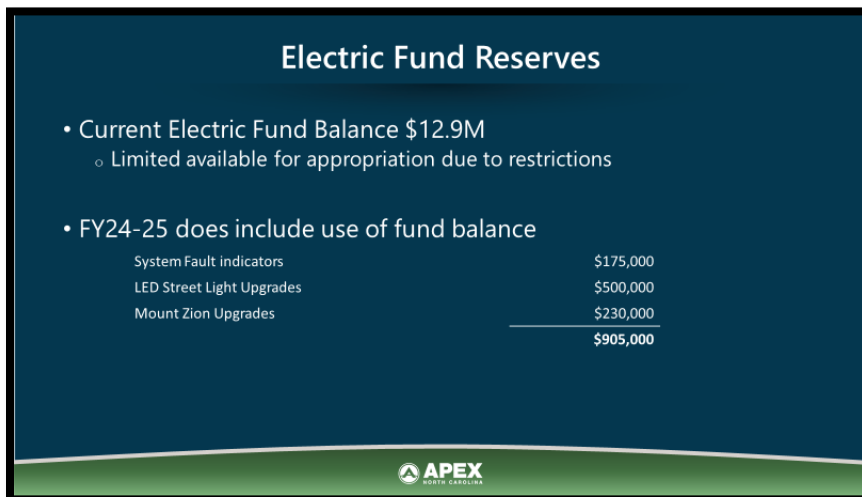
1 [SLIDE-48]



2  
3 [SLIDE-49]



4  
5 [SLIDE-50]



6  
7

# 1 [SLIDE-51]

Strategic Goal Alignment Enterprise Funds		
Strategic Focus	Strategic Action Item	Budget
A Welcoming Community	Enhance Communications for a More Informed Community	
	Education Support for Water & Sewer	1,500
	Land & Cooper Educational Items	7,500
	Stormwater Public Education, Outreach Supplies, & Giveaways	4,200
	Customer Communication Tools for Newsletters & Tooling	32,300
	<b>Subtotal</b>	<b>\$45,500</b>
High Performing Government	Personnel Additions	
	Utilities Engineering Manager & Water Maintenance Field Supervisor	284,400
	Stormwater Crew Leader & Maintenance Worker	205,800
	Electric Utility Assistant Director & Electric Line Technician	284,400
	Provide Customer Focused Service	
	Customer Communication Tools for Newsletters & Tooling	32,300
	Outage Management - SCADA Integration & Customer Mapping	50,000
	Long Range Planning for System Viability	
	Risk & Resiliency Assessment Update	60,000
	Wastewater System Management Plan Update	50,000
	<b>Subtotal</b>	<b>\$1,036,900</b>
Environmental Leadership	Be a Leader in Renewable Energy & Conservation	
	LED Street Light Conversion	500,000
	EV Transition / Hydro Investigation (2 Replacements)	75,000
	CIP Planning / Corrosion Related	150,000
	Develop Funding Strategy for Watershed Protection of Jordan Lake	135,000
Responsible Development	Preserve Natural Resources & Habitats	
	Land Services Fee - Inventory & Verification (LDR)	200,000
	Pest, Oils & Grease Vehicle Waives	20,000
	Investment in Infrastructure Upgrades & Replacement	
	Water/Sewer Debt Modeling for Infrastructure Investment	110,000
Economic Viability	Stormwater Condition Assessment Phase II	315,000
	Annual Miscellaneous Drainage Improvements	200,000
	Water Main Replacement & Repair Program	100,000
	Hydro & Sanitation Repair (One Hour Locations)	300,000
	Pump Station Maintenance & Repair	112,500
	<b>Subtotal</b>	<b>\$1,547,500</b>
Economic Viability	System Expansion to Support Residential & Commercial Growth	
	Little Beaver Creek Storm Sewer Extension	300,000
	Watershed Road Repair Supply Study	200,000
	Carry-Ahead Water & Sewer Projects	916,500
	New Water Meter Installation	200,000
	<b>Subtotal</b>	<b>4,200,000</b>
	<b>Grand Total</b>	<b>\$6,829,900</b>

## 2 [SLIDE-52]

Rate Changes Cumulative Effect on Residents				
Rate Change Impact on Average Household*				
Fee/Rate	FY23-24	FY24-25	Change	
Solid Waste (combined)	\$22.92	\$23.27	\$0.35	
Water	\$28.10	\$29.24	\$1.14	
Sewer	\$49.93	\$51.93	\$2.00	
Electric	\$140.67	\$156.79	\$16.12	
Stormwater	\$5.00	\$5.00	\$0.00	
<b>Total</b>	<b>\$246.62</b>	<b>\$266.23</b>	<b>\$19.61</b>	

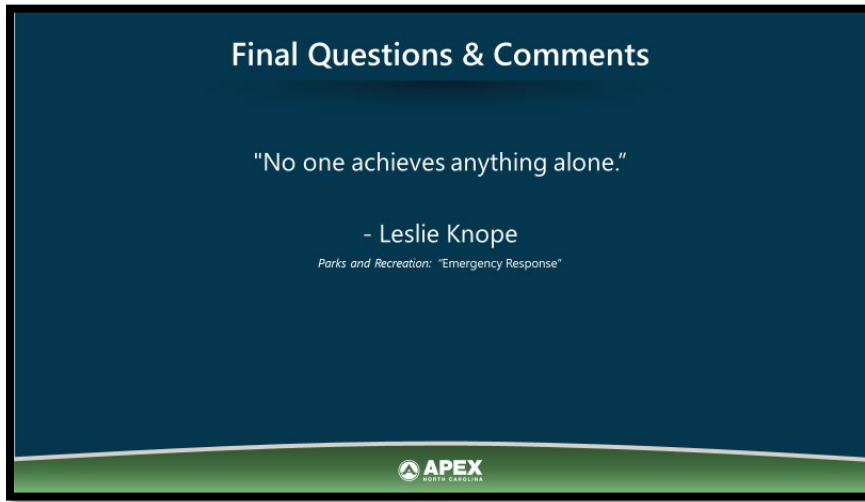
\*Average household defined as 5,000 gal/month in water-sewer usage  
& 1,150 KW/month in energy use

Property Tax Rate Comparison						
Home Value	\$0.32	\$0.33	\$0.34	\$0.35	Change per \$0.01	Per 0.01/ Month
\$400k	\$1,280	\$1,320	\$1,360	\$1,400	\$40	\$3.33
\$500k	\$1,600	\$1,650	\$1,700	\$1,750	\$50	\$4.17
\$600k	\$1,920	\$1,980	\$2,040	\$2,100	\$60	\$5.00
\$700k	\$2,240	\$2,310	\$2,380	\$2,450	\$70	\$5.83

## 4 [SLIDE-53]

Important Upcoming Budget Dates	
• <b>May 3:</b> Revisions and updates	
• <b>May 3:</b> Budget draft available online	
• <b>May 14:</b> Public hearing for FY24-25 Recommended Budget	
• <b>May 23:</b> Second Council budget workshop (if necessary)	
• <b>June 11:</b> Adopt FY24-25 Budget Ordinance & CIP	
• <b>July 1:</b> Begin new fiscal year	

1 **[SLIDE-54]**



2  
3 **Mayor Gilbert** asked has there been an analysis made regarding to personnel costs  
4 with special events. He said regarding options for personnel from special event companies  
5 that provide staff like security and etc.

6 **Director Grogan** said staff did look into that and it will be incorporated into the  
7 memo. She said it will talk through some of the different opportunities, like the internship  
8 program potentially utilizing Mutual Aid for Police Officers. She said also contracting out  
9 someone who could collect trash as well.

10  
11 **[ADJOURNEMENT]**

12  
13 **Mayor Gilbert** adjourned the meeting at **5:08 p.m.**

14  
15 Jacques K. Gilbert  
16 Apex, Mayor

17  
18 Allen Coleman, CMC, NCCCC  
19 Town Clerk to the Apex Town Council

20  
21 Submitted for approval by Apex Town Clerk Allen Coleman

22  
23 Minutes approved on \_\_\_\_\_ of \_\_\_\_\_, 2024.



1 **DRAFT MINUTES**  
2 **TOWN OF APEX**  
3 **REGULAR TOWN COUNCIL WORK SESSION - MAY 2024**  
4 **TUESDAY, MAY 21, 2024**  
5 **3:30 PM**  
6

7 The Apex Town Council May Work Session originally scheduled for Tuesday, May 21, 2024 was  
8 cancelled. No time sensitive agenda items were scheduled. Proper notice of the meeting  
9 cancellation was posted on the Town's Bulletin Board and on the Town's website calendar.

10 Jacques K. Gilbert  
11 Mayor

12 Allen Coleman, CMC, NCCCC  
13 Town Clerk

14 Submitted for approval by Town Clerk Allen Coleman and approved on\_\_\_\_\_.

1 **DRAFT MINUTES**  
2 **TOWN OF APEX**  
3 **REGULAR TOWN COUNCIL BUDGET WORK SESSION**  
4 **THURSDAY, MAY 23, 2024**  
5 **2:00 PM**

6  
7 The Apex Town Council Budget Work Session originally scheduled for Thursday, May 23, 2024 was  
8 cancelled. Proper notice of the meeting cancellation was posted on the Town's Bulletin Board and  
9 on the Town's website calendar.

10 Jacques K. Gilbert  
11 Mayor

12 Allen Coleman, CMC, NCCCC  
13 Town Clerk

14 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: May 28, 2024

## Item Details

Presenter(s): Steve Maynard, Purchasing and Contracts Manager

Department(s): Finance

### Requested Motion

Motion to declare the following vehicle as surplus, authorize the sale of said vehicle, and authorize the Purchasing and Contracts Manager and the Town Manager, or their designee, to sign documents necessary to complete the sale:

**Vehicle** - 2003 GMC C7500 Bucket Truck - VIN No. 1GDP7E1C13F518521

### Approval Recommended?

Yes

### Item Details

State law (G.S. 160A-265) provides authority to local governments to sell personal property that is no longer of use. The Town must receive consideration or compensation for the property. Per Town's Policy property estimated at \$30,000 and greater must be declared surplus by Town Council.

The value of each vehicle is estimated to be \$30,000. The Town is partnering with Auctions International, an online auction to ensure the Town receives the maximum price for the surplus vehicles.

### **Vehicle(s)**

2003 GMC C7500 Bucket Truck - VIN No. 1GDP7E1C13F518521

### **Attachments**

- CN4-A1: Vehicle Inspection Form - Unit 65A - 2003 GMC C7500 Bucket Truck- Surplus Vehicles



# VEHICLE & EQUIPMENT CONDITION REPORT

PHOTOCOPY THIS REPORT AS NEEDED - WHEN COMPLETE FAX TO: 1-888-870-6709

SELLER INFORMATION - Please type or print all information clearly (If your info is same for all just fill out top of first report)

Name of Seller: Town of Apex Dept:  FLEET # 65A

Item Location Address: 105 upchurch St. LOT #

City: Apex State: NC Zipcode: 27502

Contact Name:  Phone: ( ) Fax: ( )

Approval E-Mail:  Cell: ( )

Board Approval: ☐ Yes Meeting Date:

ITEM INFORMATION - Please type or print the item or vehicle information clearly - Fill out only the parts appropriate to this item

Year: 2003 Make: GMC Model: C7500 Body Style: Bucket Truck

VIN / Serial: 1GDP7E1C13F518521 Miles: 45759 Hours:

Engine Make/Model: CAT Cyl: 6 Liter: 7.2 HP:  Gas ☐ Diesel ☒ Propane ☐ CNG ☐ Elec ☐

Transmission:  ☐ Hydrc ☒ Auto ☐ Manual ☐ Single Axle ☒ Dual Axle ☐ Tri-Axle ☐

Tire Type/Size: 11R22.5 Good ☐ Fair ☒ Poor ☐ Drive Train:   
2WD ☒ 4WD ☐ AWD ☐ 6x4 ☐ 6x6 ☐ N/A ☐

Dump Box Size:  Plow Size:  Mower Size:  Attachment Size:

Does Unit Operate/Drive: Yes ☒ No ☐ Unknown ☐ Does Vehicle Start: Yes ☒ No ☐ Unknown ☐

## OVERALL CONDITION OF ITEM AND ADDITIONAL OWNERSHIP INFORMATION

Body: Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/>	Service Records Available: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
Interior: Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/>	Keys Available: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
Mechanical: Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/>	Bill of Sale Only (No Title): <input type="checkbox"/> Certificate of Origin Only: <input type="checkbox"/>
Undercarriage: Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/>	Clean Title Available: <input checked="" type="checkbox"/> Transferable Registration: <input type="checkbox"/>

Please describe any overhauls or maintenance for your item in the box below. Items that have more complete descriptions receive higher bid prices. You should pressure wash your equipment, broom-clean vehicles, and wash the windows before taking digital photographs of your online auction merchandise

Mechanical A/C Not Working - NO KNOWN Bucket  
OR OUTRIGGER ISSUES

Body Scratches & Dents

Interior BEZEL missing around Steering column, seats Torn  
Other Parts of Dash Broken

☒ ADDITIONAL INFO Check the box if you provided more info on back of report or on attached sheets

See Back

PLEASE FAX COMPLETED CONDITION REPORTS TO: 1-888-870-6709 ATTN: Online Auctioneer  
Please send your digital photographs via email to: [listings@auctionsinternational.com](mailto:listings@auctionsinternational.com) (15 MB per email)  
Mail printed photos, photo CD & other info to: Online Auctions, 11167 Big Tree Road, East Aurora, NY 14052

Hi-Ranger

Model 5.FC60

\$# 2030120640

60 FT Bucket Reach

~~150~~



*"The Peak of Good Living"*

TOWN OF APEX  
NORTH CAROLINA

## *Proclamation*

### **LGBTQIA+ Pride Month 2024**

*from the Office of the Mayor*

WHEREAS, LGBTQIA+ Pride Month is celebrated each June to acknowledge the Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, and Asexual community, and celebrate their lives, achievements, and contributions to society; and,

WHEREAS, 2024 represents the 55<sup>th</sup> Pride Month celebration, which originated in 1970 as a commemoration of the protests held in New York City against the unjust criminalization and policing of homosexuality, known as the Stonewall Uprising; and,

WHEREAS, LGBTQIA+ individuals in Apex are beloved members of our community, and are parents, teachers, public servants, doctors, lawyers, business owners, artists, and so much more; and,

WHEREAS, We affirm that LGBTQIA+ rights are human rights, and acknowledge that much more progress remains before our country is truly an equal and equitable society; and,

WHEREAS, The Town of Apex stands resolute in our commitment to ensuring our community is a welcoming and loving place to all people, regardless of their sexual orientation, gender identity, or gender expression.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of Apex, North Carolina, do hereby proclaim the Month of June, 2024 as "LGBTQIA+ Pride Month", and encourage residents to celebrate the progress that has been made and recognize the continuing efforts toward creating a more just society for all people in the LGBTQIA+ community.

I hereby set my hand and have caused the Seal of the Town of Apex, North Carolina, to be affixed this the 28th day of May 2024

Jacques Gilbert, Mayor



*"The Peak of Good Living"*

## TOWN OF APEX NORTH CAROLINA

### *Proclamation*

**Juneteenth 2024**

*from the Office of the Mayor*

WHEREAS, Juneteenth commemorates African-American Freedom and recognizes the end of slavery in the United States, and it is also a day for communities to come together to celebrate African American heritage and culture, resiliency and unity; and,

WHEREAS, On January 1, 1863, President Abraham Lincoln issued the Emancipation Proclamation, setting in motion the end of slavery in the United States; and,

WHEREAS, It was not until June 19, 1865, that General Gordon Granger announced General Order No. 3 in Galveston, Texas, declaring all enslaved individuals free; and,

WHEREAS, Juneteenth is the oldest African-American holiday that observes and commemorates the day when a quarter of a million enslaved Africans in America learned of their freedom two and a half years after the signing of the Emancipation Proclamation; and,

WHEREAS, On July 21, 2020, the Apex Mayor and Town Council was one of the first elected bodies in North Carolina to authorize the observance of Juneteenth as a Town recognized holiday where offices and facilities are closed.

WHEREAS, The Town of Apex, in collaboration with the Juneteenth Committee, is honored to host the 4th Annual Juneteenth Festival on Saturday, June 15, 2024, from 11 a.m. to 5 p.m., which will explore the history of Juneteenth and offer a time for the community to join in celebration with live music, food trucks, local vendors, and much more.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of Apex, North Carolina, do hereby proclaim June 19th, 2024, as "Juneteenth" in the Town of Apex, and invite the community to join me in commemorating this historic moment in time for our nation to move us forward together in freedom and equality for black Americans.

I hereby set my hand and have caused the Seal of the Town of Apex, North Carolina, to be affixed this the 28th day of May 2024

Jacques Gilbert, Mayor

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: May 28, 2024

## Item Details

Presenter(s): Dianne Khin, Director

Department(s): Planning

### Requested Motion

Conduct a Public Hearing and possible motion to adopt an Ordinance on the Question of Annexation - Apex Town Council's intent to annex 27.5221 acres, Apex Commerce Center Lot E, located at 5125 Jessie Drive, Annexation No. 767 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

- PH1-A1: Annexation Ordinance - Annexation No. 767
- PH1-A2: Public Hearing Notice - Annexation No. 767
- PH1-A3: Legal Description - Annexation No. 767
- PH1-A4: Aerial Map - Annexation No. 767
- PH1-A5: Plat Map - Annexation No. 767
- PH1-A6: Annexation Petition - Annexation No. 767







---

## TOWN OF APEX, NORTH CAROLINA

Municipality No. 333

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After recording, please return to: Town Clerk, Town of Apex, P.O. Box 250, Apex, NC 27502

ORDINANCE NO. 2024-  
ANNEXATION PETITION NO. 767  
APEX COMMERCE CENTER LOT E | 5125 JESSIE DRIVE - 27.5221 ACRES

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS  
OF THE TOWN OF APEX, NORTH CAROLINA  
P.O. Box 250, Apex, North Carolina 27502

WHEREAS, the Apex Town Council has been petitioned under G.S.§160A-31, as amended, to annex the area described herein; and

WHEREAS, the Apex Town Council has by Resolution directed the Town Clerk to investigate the sufficiency of said petition; and

WHEREAS, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Apex Town Hall at 6:00 p.m. on May 28th, 2024, after due notice by posting to the Town of Apex website, <http://www.apexnc.org/news/public-notice-legal-ads>; and

WHEREAS, the Apex Town Council does hereby find as a fact that said petition meets the requirements of G.S.§160A-31, as amended.

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

Section 1. By virtue of the authority granted by G.S.§160A-31, as amended, the territory described in the attached property description and also shown as "Annexation Area" on the below identified survey plat is hereby annexed and made part of the Town of Apex, North Carolina, as of the date of adoption of this Ordinance on November 28, 2023. The survey plat that describes the annexed territory is that certain survey plat entitled "Annexation Map for the Town of Apex, White Oak Township", PIN: 0751-32-2322, Land Surveyor dated April 16, 2024 and map print dated July 26, 2023" and recorded in Book of Maps book number 2024 and page number [REDACTED], Wake County Registry.

Section 2. Upon and after the adoption of this ordinance, the territory described herein and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Apex, North Carolina, and shall be entitled to the same privileges and benefits as other parts of the Town of Apex. Said territory shall be subject to municipal taxes according to G.S. §160A-58.10, as amended.

Section 3. The Clerk of the Town of Apex, North Carolina shall cause to be recorded in the Office of the Register of Deeds of Wake County and in the Office of the Secretary of State at Raleigh, North Carolina and in the Office of the Wake County Board of Elections an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this Ordinance.

Adopted this the 28th day of May, 2024.

---

Jacques K. Gilbert  
Mayor

ATTEST:

---

Allen L. Coleman, CMC, NCCCC  
Town Clerk

APPROVED AS TO FORM:

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Laurie L. Hohe  
Town Attorney

Legal Description

BEGINNING AT AN EXISTING CONCRETE MONUMENT, SAID MONUMENT BEING THE SOUTHEASTERN PROPERTY CORNER OF TRACT D AS SHOWN IN BOOK OF MAPS 2021, PAGE 2111, WAKE COUNTY REGISTRY AND ALSO BEING THE SOUTHWESTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY CAREY C. JONES MEMORIAL PARK INC. AS RECORDED IN WILL BOOK 3, PAGE 41, WAKE COUNTY REGISTRY AND HAVING NC GRID (NAD '83/2011) COORDINATES OF N: 712,817.717 FEET AND E: 2,053,329.758 FEET; THENCE ALONG SAID SOUTHERN LINE S 87°14'05" E A DISTANCE OF 659.90 FEET TO AN EXISTING CONCRETE MONUMENT, SAID MONUMENT BEING A WESTERN PROPERTY CORNER OF LOT 1A AS SHOWN IN BOOK OF MAPS 1987, PAGE 1199, WAKE COUNTY REGISTRY; THENCE ALONG SAID WESTERN LINE S 01°34'58" W A DISTANCE OF 267.75 FEET TO AN EXISTING IRON

PIPE, SAID PIPE BEING THE NORTHEASTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY MFW INVESTMENTS LLC AS RECORDED IN DEED BOOK  
Page 3 of 4

17311, PAGE 557, WAKE COUNTY REGISTRY; THENCE ALONG SAID NORTHERN LINE N 88°25'33" W 250.01 FEET TO AN EXISTING IRON PIPE; THENCE S 01°35'32" W A DISTANCE OF 522.77 FEET TO AN EXISTING IRON PIPE; THENCE S 88°25'34" E A DISTANCE OF 188.07 FEET TO A POINT ON THE NORTHERN RIGHT-OF-WAY OF JESSIE DRIVE; THENCE S 88°25'34" E A DISTANCE OF 61.92 FEET TO A POINT; THENCE S 01°35'40" W A DISTANCE OF 36.49 FEET TO A POINT ON THE SOUTHERN RIGHT-OF-WAY OF JESSIE DRIVE, SAID POINT BEING A NORTHERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY HORTON PARK MF LLC AS SHOWN IN BOOK OF MAPS 2023, PAGE 366, WAKE COUNTY REGISTRY; THENCE ALONG AND WITH SAID RIGHT-OF-WAY S 65°28'34" W A DISTANCE OF 373.08 FEET TO A POINT; THENCE LEAVING SAID SOUTHERN RIGHT-OF-WAY N 24°30'10" W A DISTANCE OF 60.00 FEET CROSSING TO A POINT ON THE NORTHERN RIGHT-OF-WAY OF JESSIE DRIVE; THENCE LEAVING SAID RIGHT-OF-WAY N 24°30'10" W A DISTANCE OF 8.98 FEET TO A POINT, SAID POINT BEING THE NORTHEASTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY HORTON PARK INVESTMENTS LLC AS SHOWN IN BOOK OF MAPS 2022, PAGE 1378, WAKE COUNTY REGISTRY; THENCE S 66°43'02" W A DISTANCE OF 199.17 FEET TO A POINT; THENCE N 87°52'55" W A DISTANCE OF 25.01 FEET TO A POINT; THENCE ALONG AND WITH A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 880.00 FEET, A CHORD BEARING OF S 73°52'27" W AND A CHORD DISTANCE OF 159.71 FEET TO A POINT, SAID POINT BEING THE SOUTHEASTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY STEPHENS ENTERPRISES LLC AS SHOWN IN BOOK OF MAPS 2023, PAGE 366, WAKE COUNTY REGISTRY; THENCE N 87°53'11" W A DISTANCE OF 469.75 FEET TO A POINT; THENCE N 87°55'17" W A DISTANCE OF 112.19 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY OF PRODUCTION DRIVE; THENCE ALONG AND WITH SAID RIGHT-OF-WAY N 01°22'28" E A DISTANCE OF 1,086.32 FEET TO AN EXISTING IRON PIPE; THENCE S 86°56'41" E A DISTANCE OF 10.00 FEET TO AN EXISTING IRON PIPE, SAID PIPE BEING THE SOUTHEASTERN PROPERTY CORNER OF TRACT C AS SHOWN IN BOOK OF MAPS 2021, PAGE 2111, WAKE COUNTY REGISTRY; THENCE S 86°56'41" E A DISTANCE OF 639.65 FEET TO THE POINT OF BEGINNING, CONTAINING 27.5221 ACRES.

Page 4 of 4

STATE OF NORTH CAROLINA

COUNTY OF WAKE

CLERK'S CERTIFICATION

I, Allen L. Coleman, Town Clerk, Town of Apex, North Carolina, do hereby certify the foregoing is a true and correct copy of Annexation Ordinance No. 2024-\_\_\_\_\_, adopted at a meeting of the Town Council, on the 28th day of May, 2024, the original of which will be on file in the Office of the Town Clerk of Apex, North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official Seal of the Town of Apex, North Carolina, this the 28th day of May, 2024.

---

Allen L. Coleman, CMC, NCCCC  
Town Clerk

(SEAL)



*"The Peak of Good Living"*

OFFICE OF THE TOWN CLERK

# TOWN OF APEX NORTH CAROLINA

## Media Contact:

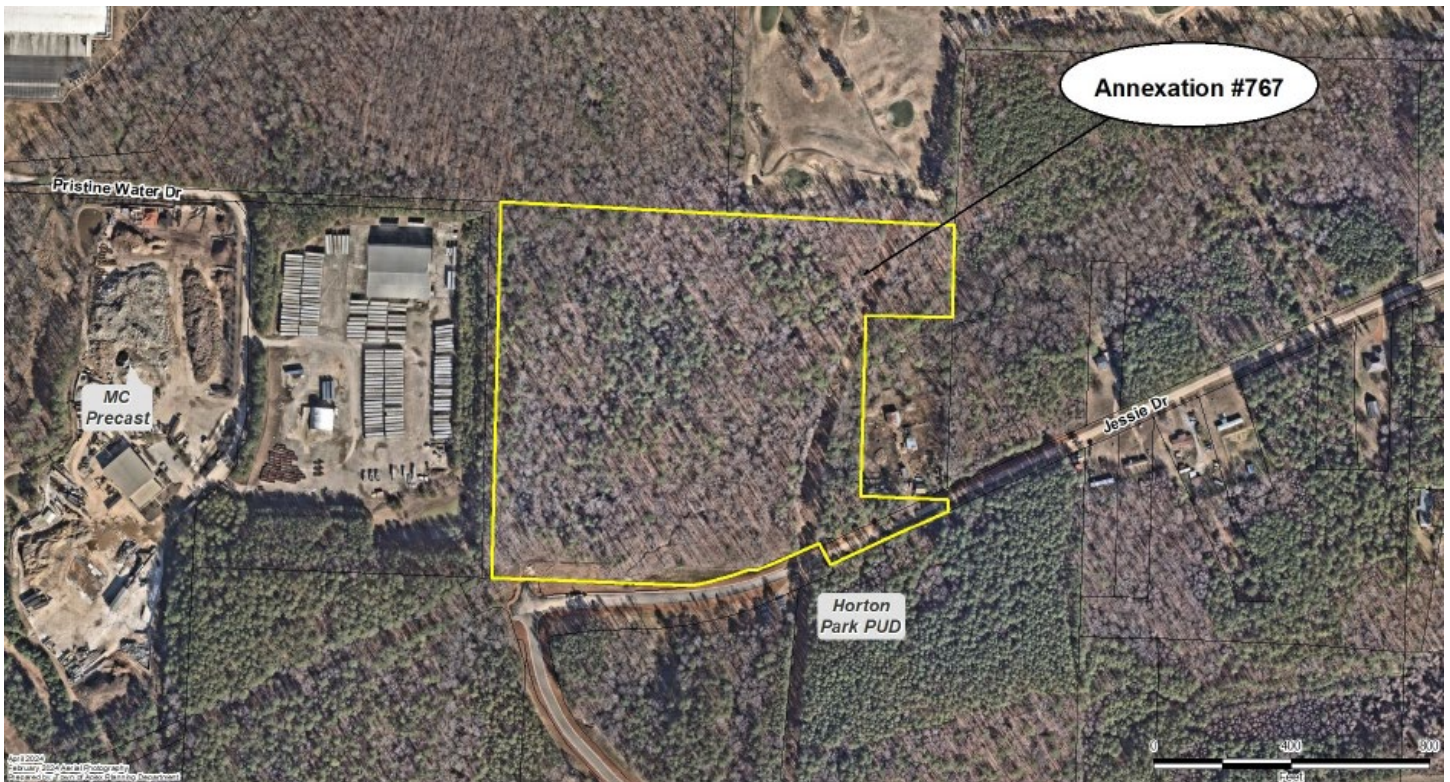
Allen Coleman, Town Clerk to the Apex Town Council

## FOR IMMEDIATE RELEASE

### PUBLIC NOTICE – PUBLIC HEARING

APEX, N.C. (May 17, 2024) – The Town Council of Apex, North Carolina has scheduled a Public Hearing to be held at **6:00 p.m.** at Apex Town Hall, 73 Hunter Street, on the **28th day of May, 2024**, on the question of annexation of the following property requested by petition filed pursuant to G.S. 160A-31:

**Annexation Petition No. 767**  
**Apex Commerce Center, Lot E**  
**5125 Jessie Drive – 27.5221 acres**





*"The Peak of Good Living"*

**OFFICE OF THE TOWN CLERK**

## TOWN OF APEX NORTH CAROLINA

Residents may submit written comments to the Town Council with attention marked to the Town Clerk Allen Coleman; P.O. Box 250; Apex, NC 27502 or by email at public [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org). Please use subject line "Annexation Petition No. 767" and include your first and last name, your address, and your phone number in your written statements. Written comments will be accepted until 3:00 PM on Tuesday, May 28, 2024.

Members of the public can access and view the meeting on the Town's YouTube Channel <https://www.youtube.com/c/TownofApexGov> or attend in-person.

Anyone needing special accommodations to attend this meeting and/or if this information is needed in an alternative format, please contact the Town Clerk's Office. The Town Clerk is located at 73 Hunter Street in Apex Town Hall on the 2<sup>nd</sup> Floor, (email) [allen.coleman@apexnc.org](mailto:allen.coleman@apexnc.org) or (phone) 919-249-1260. We request at least 48 hours' notice prior to the meeting to make the appropriate arrangements.

Questions should be directed to the Town Clerk's Office.

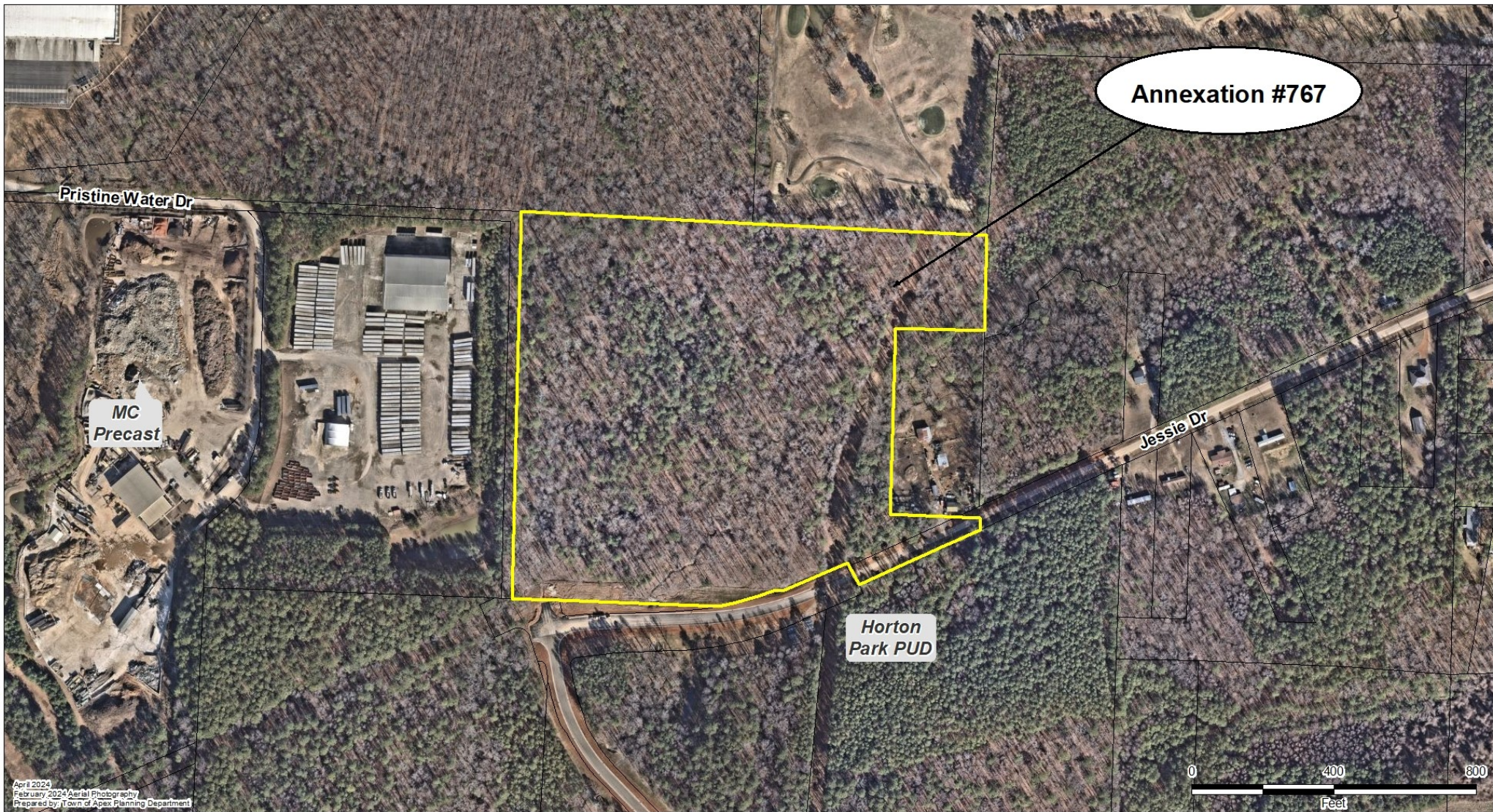
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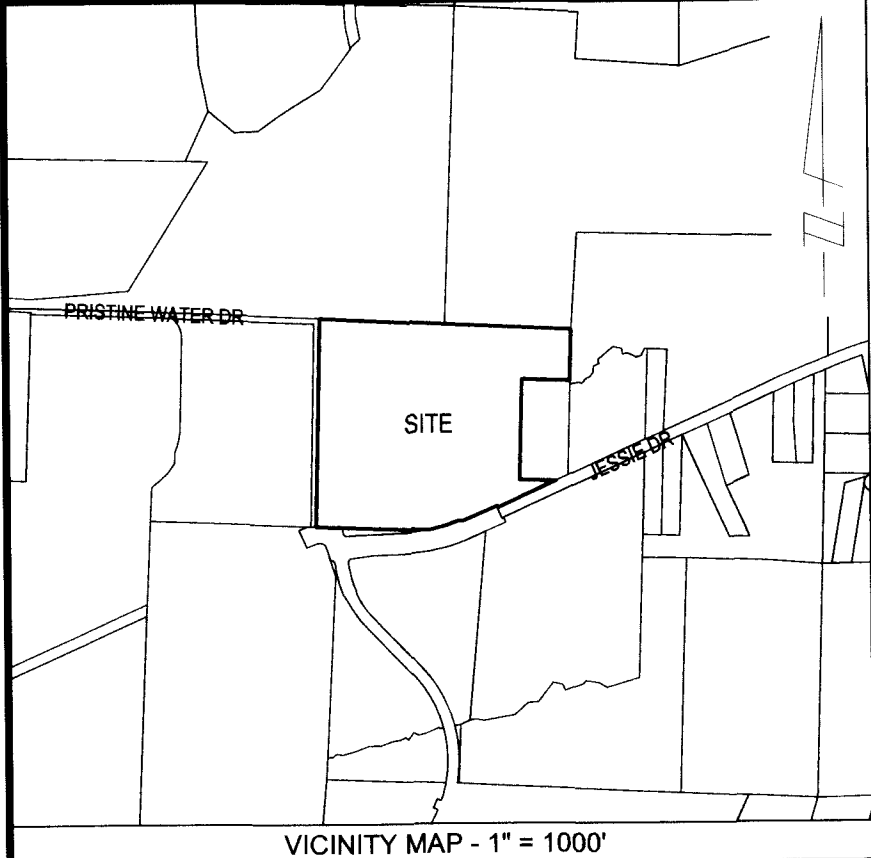
DESCRIPTION OF AREA TO BE ANNEXED:

BEGINNING AT AN EXISTING CONCRETE MONUMENT, SAID MONUMENT BEING THE SOUTHEASTERN PROPERTY CORNER OF TRACT D AS SHOWN IN BOOK OF MAPS 2021, PAGE 2111, WAKE COUNTY REGISTRY AND ALSO BEING THE SOUTHWESTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY CAREY C. JONES MEMORIAL PARK INC. AS RECORDED IN WILL BOOK 3, PAGE 41, WAKE COUNTY REGISTRY AND HAVING NC GRID (NAD '83/2011) COORDINATES OF N: 712,817.717 FEET AND E: 2,053,329.758 FEET; THENCE ALONG SAID SOUTHERN LINE S 87°14'05" E A DISTANCE OF 659.90 FEET TO AN EXISTING CONCRETE MONUMENT, SAID MONUMENT BEING A WESTERN PROPERTY CORNER OF LOT 1A AS SHOWN IN BOOK OF MAPS 1987, PAGE 1199, WAKE COUNTY REGISTRY; THENCE ALONG SAID WESTERN LINE S 01°34'58" W A DISTANCE OF 267.75 FEET TO AN EXISTING IRON PIPE, SAID PIPE BEING THE NORTHEASTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY MFW INVESTMENTS LLC AS RECORDED IN DEED BOOK 17311, PAGE 557, WAKE COUNTY REGISTRY; THENCE ALONG SAID NORTHERN LINE N 88°25'33" W 250.01 FEET TO AN EXISTING IRON PIPE; THENCE S 01°35'32" W A DISTANCE OF 522.77 FEET TO AN EXISTING IRON PIPE; THENCE S 88°25'34" E A DISTANCE OF 188.07 FEET TO A POINT ON THE NORTHERN RIGHT-OF-WAY OF JESSIE DRIVE; THENCE S 88°25'34" E A DISTANCE OF 61.92 FEET TO A POINT; THENCE S 01°35'40" W A DISTANCE OF 36.49 FEET TO A POINT ON THE SOUTHERN RIGHT-OF-WAY OF JESSIE DRIVE, SAID POINT BEING A NORTHERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY HORTON PARK MF LLC AS SHOWN IN BOOK OF MAPS 2023, PAGE 366, WAKE COUNTY REGISTRY; THENCE ALONG AND WITH SAID RIGHT-OF-WAY S 65°28'34" W A DISTANCE OF 373.08 FEET TO A POINT; THENCE LEAVING SAID SOUTHERN RIGHT-OF-WAY N 24°30'10" W A DISTANCE OF 60.00 FEET CROSSING TO A POINT ON THE NORTHERN RIGHT-OF-WAY OF JESSIE DRIVE; THENCE LEAVING SAID RIGHT-OF-WAY N 24°30'10" W A DISTANCE OF 8.98 FEET TO A POINT, SAID POINT BEING THE NORTHEASTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY HORTON PARK INVESTMENTS LLC AS SHOWN IN BOOK OF MAPS 2022, PAGE 1378, WAKE COUNTY REGISTRY; THENCE S 66°43'02" W A DISTANCE OF 199.17 FEET TO A POINT; THENCE N 87°52'55" W A DISTANCE OF 25.01 FEET TO A POINT; THENCE ALONG AND WITH A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 880.00 FEET, A CHORD BEARING OF S 73°52'27" W AND A CHORD DISTANCE OF 159.71 FEET TO A POINT, SAID POINT BEING THE SOUTHEASTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY STEPHENS ENTERPRISES LLC AS SHOWN IN BOOK OF MAPS 2023, PAGE 366, WAKE COUNTY REGISTRY; THENCE N 87°53'11" W A DISTANCE OF 469.75 FEET TO A POINT; THENCE N 87°55'17" W A DISTANCE OF 112.19 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY OF PRODUCTION DRIVE; THENCE ALONG AND WITH SAID RIGHT-OF-WAY N 01°22'28" E A DISTANCE OF 1,086.32 FEET TO AN EXISTING IRON PIPE; THENCE S 86°56'41" E A DISTANCE OF 10.00 FEET TO AN EXISTING IRON PIPE, SAID PIPE BEING THE SOUTHEASTERN PROPERTY CORNER OF TRACT C AS SHOWN IN BOOK OF MAPS 2021, PAGE 2111, WAKE COUNTY REGISTRY; THENCE S 86°56'41" E A DISTANCE OF 639.65 FEET TO THE POINT OF BEGINNING, CONTAINING 27.5221 ACRES.





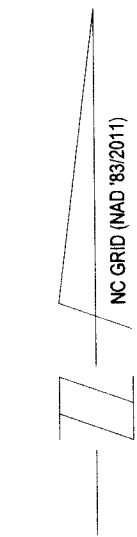




- NOTE:
1. AREAS BY COORDINATE GEOMETRY UNLESS SHOWN OTHERWISE.
  2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
  3. ALL STREETS ARE PUBLIC RIGHTS-OF-WAY UNLESS SHOWN OTHERWISE.
  4. OTHER INSTRUMENTS OF RECORD MAY AFFECT THIS PROPERTY.
  5. NO TITLE SEARCH PERFORMED FOR THIS SURVEY.
  6. NO NCGS MONUMENT WITHIN 2,000 FEET OF PROPERTY.
  7. NO FEMA FLOOD HAZARD AREAS PER FIRM NUMBER 3720075100K DATED JULY 19, 2022.
  8. PROPERTY IS ZONED LI-CZ (CASE #17CZ19).
  9. PROPERTY MAY BE SUBJECT TO NEUSE RIVER BUFFERS.
  10. BUFFER DELINEATION TO BE DETERMINED BY DWR BEFORE FINAL APPROVAL.
  11. THE COORDINATES SHOWN ON THIS PLAT WERE DERIVED BY REAL TIME NETWORK (RTN) GLOBAL POSITIONING SYSTEM (GPS). THIS METHOD RESULTS IN (NAD 1983/2011) (CORS 96) POSITIONS AND NORTH AMERICAN VERTICAL DATUM '88 (MEAN SEA LEVEL) ELEVATIONS USING THE CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) MAINTAINED BY NORTH CAROLINA GEODETIC SURVEY. CLASS A SURVEY, 0.033 FT POSITIONAL ACCURACY, VRS FIELD PROCEDURE, GEOID12A AND UNITS IN FEET.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 88°25'34" E	61.92'
L2	S 01°35'40" W	36.44'
L3	N 24°30'10" W	60.00'
L4	N 24°30'10" W	8.98'
L5	N 87°52'55" W	25.01'
L6	N 01°35'40" E	30.22'

CURVE TABLE			
CURVE	RADIUS	CHORD LENGTH	CHORD DIRECTION
C1	880.00'	159.93'	S 73°52'27" W



REFERENCES:  
DB. 18554 PG. 2713  
DB. 1568 PG. 336  
DB. 3290 PG. 509  
BM. 2016 PG. 1902  
BM. 2022 PG. 1378

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

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

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS  
16 DAY OF APRIL, A.D., 2024.

DAN GREGORY, PLS L-5240



ANNEXATION # \_\_\_\_\_

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

ADOPTED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY THE TOWN COUNCIL.  
I SET MY HAND AND SEAL OF THE TOWN OF APEX,

DAY/MONTH/YEAR

\_\_\_\_\_, ALLEN COLEMAN, CMC, NCCCC,  
TOWN CLERK

560 PRISTINE WATER LLC  
PIN: 075122279  
DB. 18157 PG. 868  
BM. 2014 PG. 627

TRACT C  
APEX INDUSTRIAL 4 LLC  
PIN: 0751235487  
DB. 19072 PG. 2394  
BM. 2021 PG. 2111

TRACT D  
APEX INDUSTRIAL OWNER 4 LLC  
PIN: 0751235487  
DB. 19072 PG. 2394  
BM. 2021 PG. 2111

MON  
CONTROL CORNER  
NC GRID (NAD '83/2011)  
COORDINATES  
N: 712,817.717 FEET  
E: 2,053,329.758 FEET

CAREY C. JONES MEMORIAL PARK INC  
PIN: 0751532815  
BY WILL BOOK 3 PAGE 41

LOT 1A  
INDUS REAL ASSOC. LLC  
PIN: 0751426828  
DB. 12215 PG. 930  
BM. 1987 PG. 1199

#### LEGEND

- CP = CALCULATED POINT
- EIP = EXISTING IRON PIPE
- MON = CONCRETE MONUMENT
- XXXX DENOTES ADDRESS

EXISTING CORPORATE LIMITS

MFV INVESTMENTS LLC  
PIN: 0751421387  
DB. 16734 PG. 206  
BM. 2016 PG. 1677

MFV INVESTMENTS LLC  
PIN: 0751328256  
DB. 17311 PG. 557

JESSIE DRIVE  
60' PUBLIC RAW  
BM. 2016 PG. 1902

AREA TO BE ANNEXED  
1,198,863 SF OR 27.5221 AC

OWNER:

APEX INDUSTRIAL OWNER 2 LLC  
C/O ROCKPOINT GROUP, LLC  
3953 MAPLE AVENUE, SUITE 300  
DALLAS, TX 75219

RECORDED IN  
BOOK OF MAPS \_\_\_\_\_ PAGE \_\_\_\_\_

2 9-12-23 REVISED PER COMMENTS #2  
1 8-29-23 REVISED PER COMMENTS #1

CWC  
CWC

B  
N  
K

BASS, NIXON & KENNEDY, INC.  
CONSULTING ENGINEERS

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

AQ  
CWC  
DG

ANNEXATION MAP  
FOR THE  
TOWN OF APEX

1

1

7-26-2023 WHITE OAK TWSP. WAKE COUNTY NORTH CAROLINA

## 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: [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 [IDT Plans](#).
- **REVIEW BY STAFF:** The Planning and Community Development 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) Mylar annexation plats to the Department of Planning and Community Development by the due date on the attached Annexation Schedule.
- **1<sup>ST</sup> 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.
- **2<sup>ND</sup> 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 Department of Planning and Community Development, 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 Director Michael Deaton at 919-249-3413 or [michael.deaton@apexnc.org](mailto:michael.deaton@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 #: 2023-017  
Fee Paid \$                     

Submittal Date: 08/01/2023  
Check #                     

### TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

### OWNER INFORMATION

Apex Industrial Owner 2, LLC, Rockpoint Group LLC

0751-32-2322, db 18554 pg 2713

Owner Name (Please Print)

Property PIN or Deed Book & Page #

972 934-7400

pmatthews@rockhillmanagement.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: Bass, Nixon & Kennedy, Inc.

Phone: 919 851-4422

Fax:                     

E-mail Address: dan.gregory@bnkinc.com

### ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	<u>27.5221</u>	Need water service due to well failure	<input type="checkbox"/>
Population of acreage to be annexed:	<u>0</u>	Need sewer service due to septic system failure	<input type="checkbox"/>
Existing # of housing units:	<u>0</u>	Water service (new construction)	<input checked="" type="checkbox"/>
Proposed # of housing units:	<u>0</u>	Sewer service (new construction)	<input checked="" type="checkbox"/>
Zoning District*:	<u>LI-CZ</u>	Receive Town Services	<input type="checkbox"/>

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: 2023-017

Submittal Date: 08/01/2023

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\_\_\_\_.

SEAL Corporate Name \_\_\_\_\_

Attest: By: \_\_\_\_\_  
President (Signature)

\_\_\_\_\_  
Secretary (Signature)

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

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

\_\_\_\_\_  
Notary Public

SEAL

My Commission Expires: \_\_\_\_\_

PETITION FOR VOLUNTARY ANNEXATION

Application #: 2023-017

Submittal Date: 08/01/2023

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, Apex Industrial Owner 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 31 day of July, 2023.

Name of Limited Liability Company Apex Industrial Owner LLC

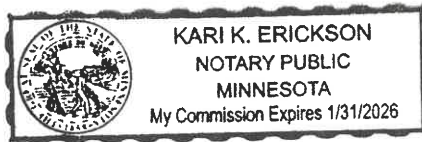
By: \_\_\_\_\_

Signature of Member/Manager

STATE OF ~~NORTH CAROLINA~~ Minnesota  
COUNTY OF ~~WAKE~~ Hennepin

Sworn and subscribed before me, Kari K. Erickson, a Notary Public for the above State and County, this the 31 day of July, 2023.

SEAL



Notary Public

My Commission Expires: 1/31/2026

COMPLETE IF IN A PARTNERSHIP

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

Name of Partnership \_\_\_\_\_

By: \_\_\_\_\_

Signature of General Partner

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

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

SEAL

Notary Public

My Commission Expires: \_\_\_\_\_



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: May 28, 2024

## Item Details

Presenter(s): Shelly Mayor, Planner II

Department(s): Planning

### Requested Motion

Conduct a Public Hearing and possible motion to adopt an Ordinance on the Question of Annexation - Apex Town Council's intent to annex 25.68 acres, Apex YMCA, located on New Hill Holleman Road, Satellite Annexation No. 779 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

- PH2-A1: Annexation Ordinance - Satellite Annexation No. 779
- PH2-A2: Public Hearing Notice - Satellite Annexation No. 779
- PH2-A3: Legal Description - Satellite Annexation No. 779
- PH2-A4: Aerial Map - Satellite Annexation No. 779
- PH2-A5: Plat Map - Satellite Annexation No. 779
- PH2-A6: Annexation Petition - Satellite Annexation No. 779





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## **TOWN OF APEX, NORTH CAROLINA**

Municipality No. 333

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**After recording, please return to: Town Clerk, Town of Apex, P.O. Box 250, Apex, NC 27502**

ORDINANCE NO. 2024-  
SATELLITE ANNEXATION PETITION NO. 779  
Apex YMCA – New Hill Holleman Road – 25.68 acres

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS  
OF THE TOWN OF APEX, NORTH CAROLINA  
P.O. Box 250, Apex, North Carolina 27502

WHEREAS, the Apex Town Council has been petitioned under G.S.§160A-58.1, as amended, to annex the area described herein; and

WHEREAS, the Apex Town Council has by Resolution directed the Town Clerk to investigate the sufficiency of said petition; and

WHEREAS, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Apex Town Hall at 6:00 p.m. on May 28, 2024, after due notice by posting to the Town of Apex website, <http://www.apexnc.org/news/public-notices-legal-ads>; and

WHEREAS, the Apex Town Council finds that the area described therein meets the standards of G.S.§160A-58.1(b), to wit:

- a) The nearest point on the proposed satellite corporate limits is not more than three (3) miles from the corporate limits of the Town;
- b) No point on the proposed satellite corporate limits is closer to another municipality than to the Town;
- c) The area described is so situated that the Town will be able to provide the same services within the proposed satellite corporate limits that it provides within the primary corporate limits;

- d) No subdivision, as defined in G.S. 160A-376, will be fragmented by this proposed annexation;

WHEREAS, the Apex Town Council further finds that the petition has been signed by all the owners of real property in the area who are required by law to sign; and

WHEREAS, the Apex Town Council further finds that the petition is otherwise valid, and that the public health, safety and welfare of the Town and the area proposed for annexation will be best served by annexing the area described;

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

Section 1. By virtue of the authority granted by G.S. §160A-58.2, as amended, the described non-contiguous territory is hereby annexed and described in the attached property description and also shown as "Annexation Area" on the below identified survey plat is hereby annexed and made part of the Town of Apex, North Carolina, as of the date of adoption of this Ordinance on April 09, 2024. The survey plat that describes the annexed territory is that certain survey plat entitled "Satellite Annexation Map for the Town of Apex, New Hill Holleman Road, Buckhorn Township, Wake County, North Carolina", the survey plat print dated January 24, 2024 and Land Surveyor dated April 24, 2024 and recorded in Book of Maps book number 2024 and page number \_\_\_\_\_, Wake County Registry.

Section 2. Upon and after the adoption of this ordinance, the territory described herein and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Apex, North Carolina, and shall be entitled to the same privileges and benefits as other parts of the Town of Apex. Said territory shall be subject to municipal taxes according to G.S. §160A-58.10, as amended.

Section 3. The Clerk of the Town of Apex, North Carolina shall cause to be recorded in the Office of the Register of Deeds of Wake County and in the Office of the Secretary of State at Raleigh, North Carolina and in the Office of the Wake County Board of Elections an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this Ordinance.

Adopted this the 28th day of May, 2024.

\_\_\_\_\_  
Jacques K. Gilbert  
Mayor

ATTEST:

\_\_\_\_\_  
Allen L. Coleman, CMC, NCCCC  
Town Clerk



APPROVED AS TO FORM:

---

Laurie L. Hohe  
Town Attorney

Legal Description

**APEX YMCA - NEW HILL HOLLEMAN ROAD**

**TRACT 1 OF 3**

BEING A PORTION OF TRACT 3 AS DESCRIBED IN DEED BOOK 1944, PAGE 319 OF THE WAKE COUNTY REGISTRY. MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT AN IRON PIPE ON THE NORTHERN RIGHT OF WAY OF US HIGHWAY 1, THE SOUTHEAST CORNER OF TRACT 1, AS SHOWN ON BOOK OF MAPS 2011, PAGE 412 OF THE WAKE COUNTY REGISTRY, THE POINT OF BEGINNING; THENCE WITH SAID COMMON LINE NORTH 03°14'00" EAST A DISTANCE OF 844.16 FEET TO AN IRON PIPE, THE SOUTHEAST CORNER OF THE LOT SHOWN ON BOOK OF MAPS 2020, PAGE 2221; THENCE WITH SAID COMMON LINE NORTH 01°06'11" WEST A DISTANCE OF 323.18 FEET TO AN IRON PIPE; THENCE NORTH 01°07'36" WEST A DISTANCE OF 165.72 FEET TO AN IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF CHURCH ROAD; THENCE WITH SAID RIGHT OF WAY, A CURVE TO THE LEFT, A RADIUS OF 5,079.54 FEET, AN ARC LENGTH OF 204.82 FEET, A CHORD BEARING OF NORTH 58°22'44" EAST, A CHORD LENGTH OF 204.80 FEET TO AN IRON PIPE; THENCE A CURVE TO THE LEFT, A RADIUS OF 670.49 FEET, AN ARC LENGTH OF 47.80 FEET, A CHORD BEARING OF NORTH 55°18'20" EAST, A CHORD LENGTH OF 47.79 FEET TO AN IRON PIPE; THENCE A CURVE TO THE LEFT, A RADIUS OF 303.13 FEET, AN ARC LENGTH OF 20.81 FEET, A CHORD BEARING OF NORTH 53°54'36" EAST, A CHORD LENGTH OF 20.81 FEET TO AN IRON PIPE, THE SOUTHWEST CORNER OF MARK MALETTA; THENCE WITH SAID COMMON LINE NORTH 87°20'28" EAST A DISTANCE OF 220.84 FEET TO AN IRON PIPE, THE SOUTHWEST CORNER OF LOT 1 AS SHOWN ON BOOK OF MAPS 2017, PAGE 488; THENCE WITH SAID COMMON LINE NORTH 87°01'51" EAST A DISTANCE OF 309.05 FEET TO AN IRON PIPE, THE NORTHWEST CORNER OF LOT 2 AS SHOWN ON BOOK OF MAPS 2017, PAGE 488; THENCE WITH SAID COMMON LINE SOUTH 13°59'07" EAST A DISTANCE OF 425.04 FEET TO AN IRON PIPE; THENCE NORTH 86°56'19" EAST A DISTANCE OF 374.70 FEET TO AN IRON PIPE, ON THE WESTERN RIGHT OF WAY OF NEW HILL HOLLEMAN ROAD; THENCE WITH SAID RIGHT OF WAY NORTH 86°56'01" EAST A DISTANCE OF 10.47 FEET TO AN IRON PIPE; THENCE SOUTH 13°13'14" EAST A DISTANCE OF 60.84 FEET TO AN IRON PIPE, ON THE NORTHERN RIGHT OF WAY OF US HIGHWAY 1; THENCE WITH SAID RIGHT OF WAY SOUTH 14°23'36" WEST A DISTANCE OF 11.25 FEET TO AN IRON PIPE; THENCE SOUTH 42°00'25" WEST A DISTANCE OF 445.50 FEET TO A CONCRETE MONUMENT; THENCE A CURVE TO

THE RIGHT, A RADIUS OF 2,164.19 FEET, AN ARC LENGTH OF 370.44 FEET, A CHORD BEARING OF SOUTH 45°47'33" WEST, A CHORD LENGTH OF 369.99 FEET TO A CONCRETE MONUMENT; THENCE NORTH 25°45'50" WEST A DISTANCE OF 10.30 FEET TO A CONCRETE MONUMENT; THENCE A CURVE TO THE LEFT, A RADIUS OF 11,597.71 FEET, AN ARC LENGTH OF 565.72 FEET, A CHORD BEARING OF SOUTH 58°42'27" WEST, A CHORD LENGTH OF 565.66 FEET TO AN IRON PIPE; THENCE SOUTH 57°18'36" WEST A DISTANCE OF 40.99 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 32°41'24" EAST A DISTANCE OF 10.00 FEET TO AN IRON PIPE; THENCE SOUTH 57°18'52" WEST A DISTANCE OF 256.68 FEET TO THE POINT OF BEGINNING. CONTAINING 1,101,934 SQUARE FEET OR 25.30 ACRES.

### **TRACT 2 OF 3**

BEING A PORTION OF TRACT 3 AS DESCRIBED IN DEED BOOK 1944, PAGE 319 OF THE WAKE COUNTY REGISTRY. MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT AN IRON PIPE ON THE NORTHERN RIGHT OF WAY OF US HIGHWAY 1, THE SOUTHEAST CORNER OF TRACT 1, AS SHOWN ON BOOK OF MAPS 2011, PAGE 412 OF THE WAKE COUNTY REGISTRY, THE POINT OF COMMENCEMENT; THENCE WITH SAID COMMON LINE NORTH 03°14'00" EAST A DISTANCE OF 844.16 FEET TO AN IRON PIPE, THE SOUTHEAST CORNER OF THE LOT SHOWN ON BOOK OF MAPS 2020, PAGE 2221; THENCE WITH SAID COMMON LINE NORTH 01°06'11" WEST A DISTANCE OF 323.18 FEET TO AN IRON PIPE; THENCE NORTH 01°07'36" WEST A DISTANCE OF 234.68 FEET TO AN IRON PIPE ON THE NORTHERN RIGHT OF WAY OF CHURCH ROAD, THE POINT OF BEGINNING; THENCE NORTH 01°07'36" WEST A DISTANCE OF 67.07 FEET TO AN IRON PIPE, THE SOUTHWEST CORNER OF MARK MALETTA; THENCE WITH SAID COMMON LINE NORTH 87°20'28" EAST A DISTANCE OF 119.26 FEET TO AN IRON PIPE ON THE NORTHERN RIGHT OF WAY OF CHURCH ROAD; THENCE WITH SAID RIGHT OF WAY, A CURVE TO THE RIGHT A RADIUS OF 5,019.54 FEET, AN ARC LENGTH OF 138.39 FEET, A CHORD BEARING OF SOUTH 58°21'31" WEST, A CHORD LENGTH OF 138.38 FEET TO THE POINT OF BEGINNING. CONTAINING 4,042 SQUARE FEET OR 0.09 ACRES.

### **TRACT 3 OF 3**

BEING A PORTION OF CHURCH ROAD AS DESCRIBED IN DEED BOOK 8097, PAGE 182 OF THE WAKE COUNTY REGISTRY. MORE PARTICULARLY DESCRIBED AS:

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STATE OF NORTH CAROLINA

COUNTY OF WAKE

CLERK'S CERTIFICATION

I, Allen L. Coleman, Town Clerk, Town of Apex, North Carolina, do hereby certify the foregoing is a true and correct copy of Satellite Annexation Ordinance No. 2024-\_\_\_\_\_, adopted at a meeting of the Town Council, on the 28th day of May, 2024, the original of which will be on file in the Office of the Town Clerk of Apex, North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official Seal of the Town of Apex, North Carolina, this the 28th day of May, 2024.

\_\_\_\_\_  
Allen L. Coleman, CMC, NCCCC  
Town Clerk

(SEAL



*"The Peak of Good Living"*

OFFICE OF THE TOWN CLERK

# TOWN OF APEX NORTH CAROLINA

## Media Contact:

Allen Coleman, Town Clerk to the Apex Town Council

## FOR IMMEDIATE RELEASE

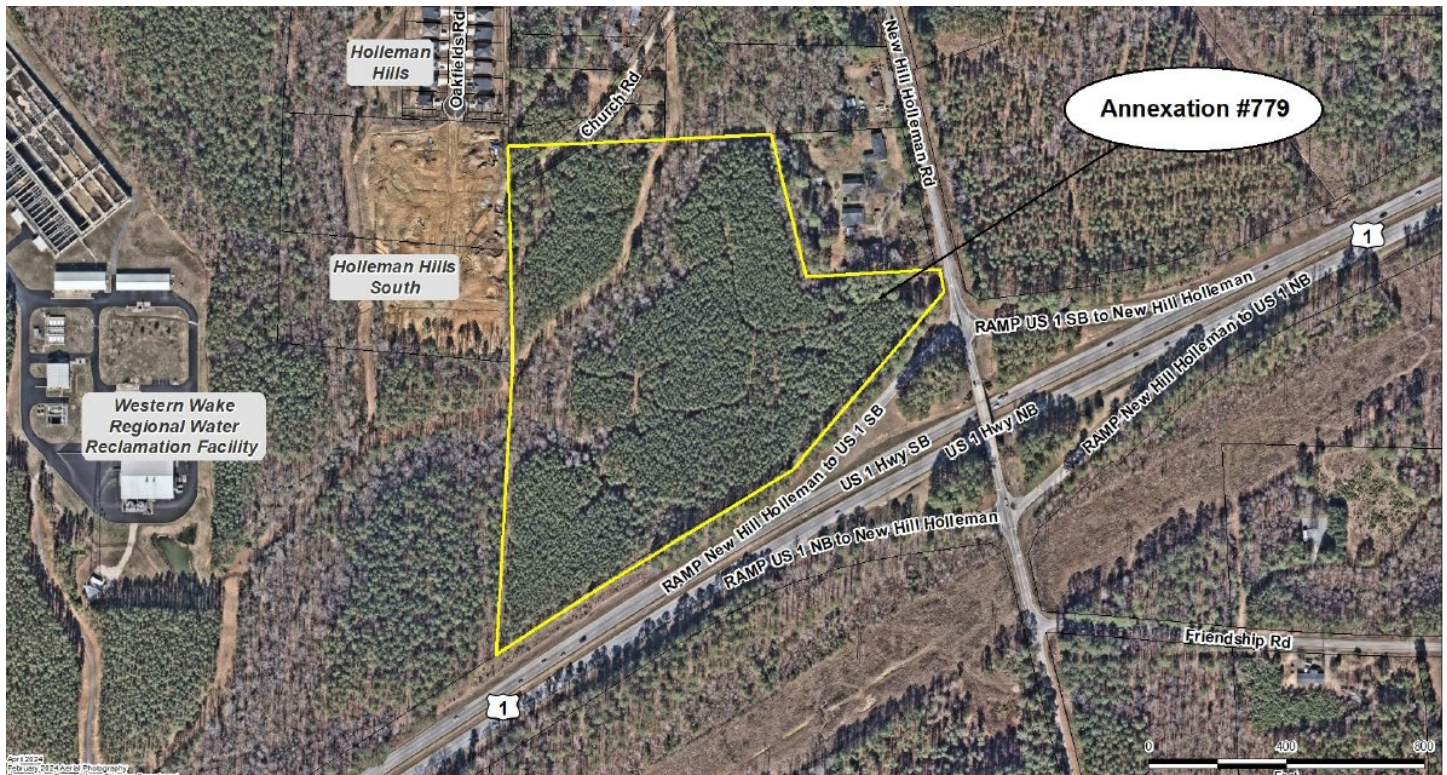
### PUBLIC NOTICE – PUBLIC HEARING

APEX, N.C. (May 17, 2024) – The Town Council of Apex, North Carolina has scheduled a Public Hearing to be held at **6:00 p.m.** at Apex Town Hall, 73 Hunter Street, on the **28th day of May, 2024**, on the question of annexation of the following property requested by petition filed pursuant to G.S. 160A-31:

#### Satellite Annexation Petition No. 779

#### Apex YMCA

#### New Hill Holeman Road – 25.68 acres





*"The Peak of Good Living"*

**OFFICE OF THE TOWN CLERK**

## TOWN OF APEX NORTH CAROLINA

Residents may submit written comments to the Town Council with attention marked to the Town Clerk Allen Coleman; P.O. Box 250; Apex, NC 27502 or by email at public [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org). Please use subject line "Annexation Petition No. 779" and include your first and last name, your address, and your phone number in your written statements. Written comments will be accepted until 3:00 PM on Tuesday, May 28, 2024.

Members of the public can access and view the meeting on the Town's YouTube Channel <https://www.youtube.com/c/TownofApexGov> or attend in-person.

Anyone needing special accommodations to attend this meeting and/or if this information is needed in an alternative format, please contact the Town Clerk's Office. The Town Clerk is located at 73 Hunter Street in Apex Town Hall on the 2<sup>nd</sup> Floor, (email) [allen.coleman@apexnc.org](mailto:allen.coleman@apexnc.org) or (phone) 919-249-1260. We request at least 48 hours' notice prior to the meeting to make the appropriate arrangements.

Questions should be directed to the Town Clerk's Office.

###



TRACT 1

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TRACT 2

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## CHURCH ROAD

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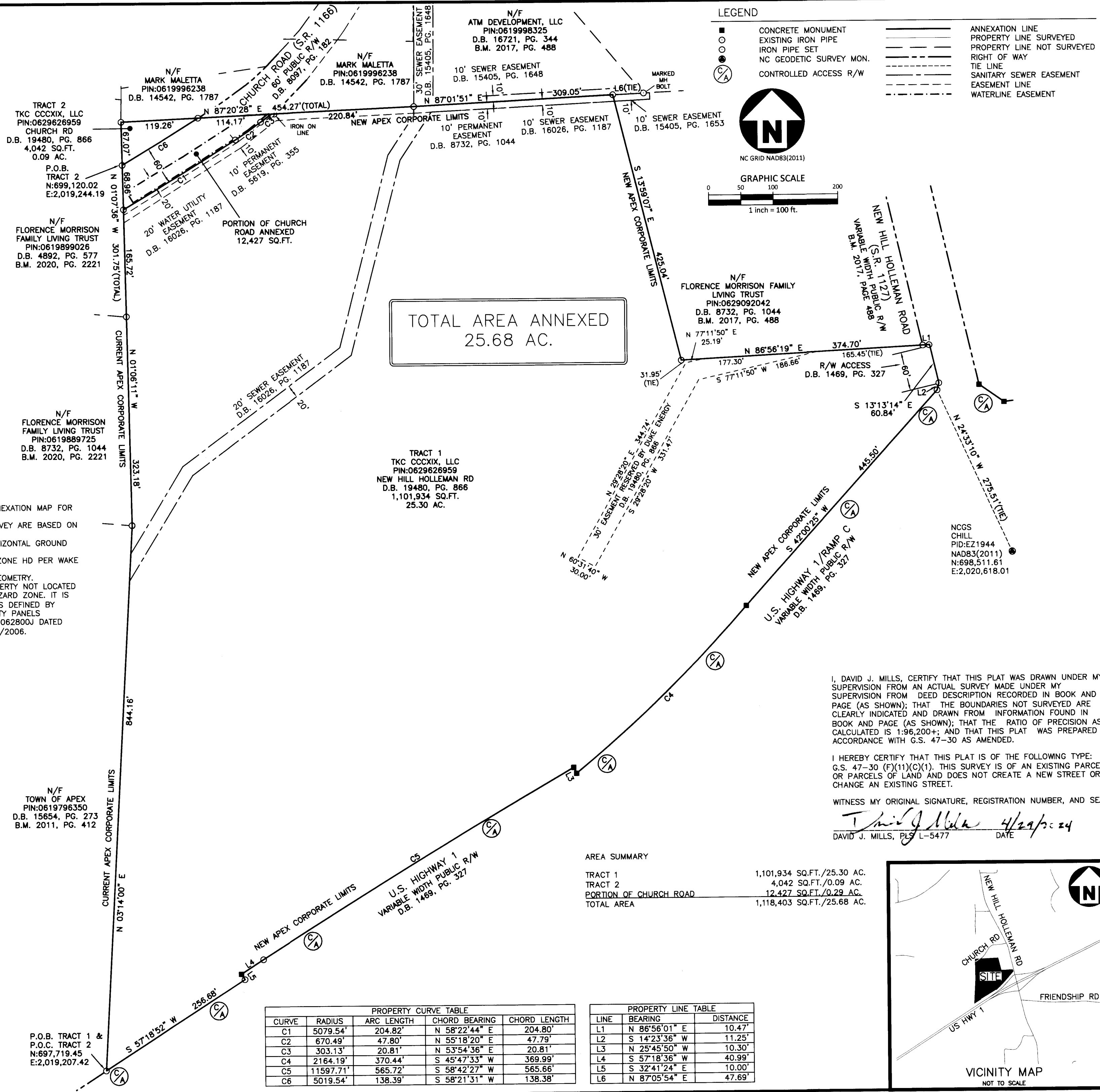




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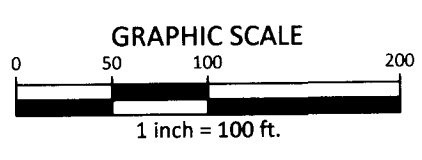
GENERAL NOTES

1. THIS IS A SATELLITE ANNEXATION MAP FOR THE TOWN OF APEX.
2. BEARINGS FOR THIS SURVEY ARE BASED ON NC GRID NAD 83(2011).
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
4. ZONING: WAKE COUNTY ZONE HD PER WAKE COUNTY GIS
5. AREA BY COORDINATE GEOMETRY.
6. FLOOD NOTE: THIS PROPERTY 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 PANELS 3720060800K AND 3720062800J DATED 2/2/2007 AND 5/2/2006.
7. REFERENCES: AS SHOWN



**LEGEND**

CONCRETE MONUMENT	ANNEXATION LINE
EXISTING IRON PIPE	PROPERTY LINE SURVEYED
IRON PIPE SET	PROPERTY LINE NOT SURVEYED
NC GEODETIC SURVEY MON.	RIGHT OF WAY
CONTROLLED ACCESS R/W	TIE LINE
	SANITARY SEWER EASEMENT
	EASEMENT LINE
	WATERLINE EASEMENT



PROPERTY CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	5079.54'	204.82'	N 58°22'44" E	204.80'
C2	670.49'	47.80'	N 55°18'20" E	47.79'
C3	303.13'	20.81'	N 53°54'36" E	20.81'
C4	2164.19'	370.44'	S 45°47'33" W	369.99'
C5	11597.71'	565.72'	S 58°42'27" W	565.66'
C6	5019.54'	138.39'	S 58°21'31" W	138.38'

PROPERTY LINE TABLE

LINE	BEARING	DISTANCE
L1	N 86°56'01" E	10.47'
L2	S 14°23'36" W	11.25'
L3	N 25°45'50" W	10.30'
L4	S 57°18'36" W	40.99'
L5	S 32°41'24" E	10.00'
L6	N 87°05'54" E	47.69'

AREA SUMMARY

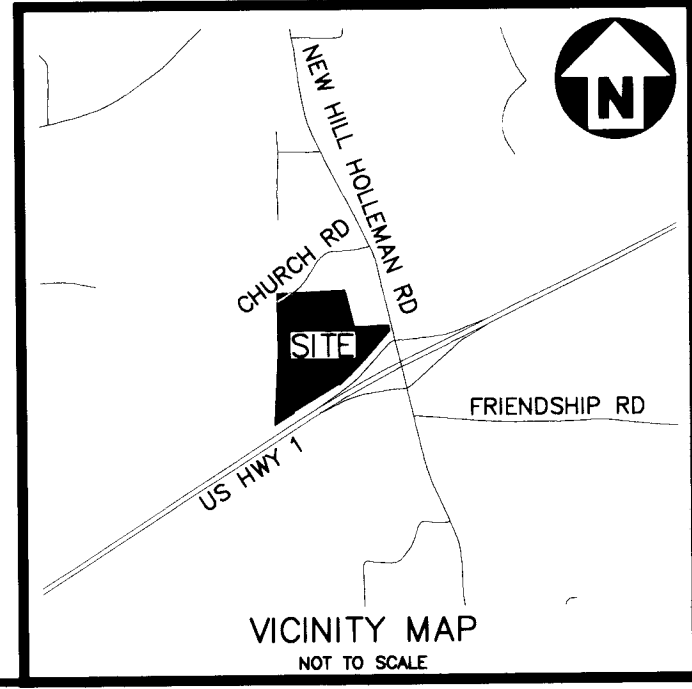
TRACT 1	1,101,934 SQ.FT./25.30 AC.
TRACT 2	4,042 SQ.FT./0.09 AC.
PORTION OF CHURCH ROAD	12,427 SQ.FT./0.29 AC.
TOTAL AREA	1,118,403 SQ.FT./25.68 AC.

I, DAVID J. MILLS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM DEED DESCRIPTION RECORDED IN BOOK AND PAGE (AS SHOWN); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AND DRAWN FROM INFORMATION FOUND IN BOOK AND PAGE (AS SHOWN); THAT THE RATIO OF PRECISION AS CALCULATED IS 1:96,200+; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

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.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL

*David J. Mills* 4/29/24  
DAVID J. MILLS, PLS L-5477 DATE



**McADAMS**

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

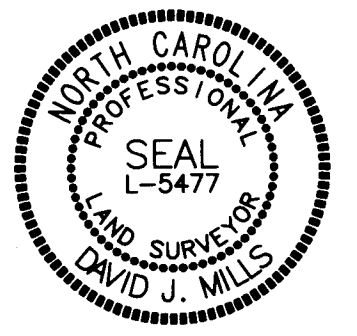
phone 919. 361. 5000  
fax 919. 361. 2269  
license number: C-0293, C-187

www.mcadamsco.com

**CLIENT**

LITTLE ARCHITECTURE  
410 BLACKWELL STREET  
SUITE 10  
DURHAM, NC 27701

SATELLITE ANNEXATION MAP FOR THE  
TOWN OF APEX  
NEW HILL HOLLEMAN ROAD  
BUCKHORN TOWNSHIP, WAKE COUNTY, NORTH CAROLINA



**REVISIONS**

NO.	DATE
-----	------

**PLAN INFORMATION**

PROJECT NO. LIT23001  
FILENAME LIT23001-F1  
CHECKED BY JBT  
DRAWN BY DJM  
SCALE 1"=100'  
DATE 01.24.2024

**SHEET**

**ANNEXATION MAP**  
**SHEET NUMBER**  
**1-1**

## PETITION FOR VOLUNTARY ANNEXATION

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

Application #: \_\_\_\_\_  
Fee Paid \$ \_\_\_\_\_

Submittal Date: \_\_\_\_\_  
Check # \_\_\_\_\_

### TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

### OWNER INFORMATION

TKC CCCXIX, LLC

Owner Name (Please Print)

704-365-6000

Phone

Book: 019480 Page: 00866-00874

Property PIN or Deed Book & Page #

bbaker@thekeithcorp.com

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: McAdams

Phone: 919-361-5000

Fax: \_\_\_\_\_

E-mail Address: jtaylor@mcadamsco.com

### ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	25.68	Need water service due to well failure	<input type="checkbox"/>
Population of acreage to be annexed:	0	Need sewer service due to septic system failure	<input type="checkbox"/>
Existing # of housing units:	0	Water service (new construction)	<input checked="" type="checkbox"/>
Proposed # of housing units:	0	Sewer service (new construction)	<input checked="" type="checkbox"/>
Zoning District*:	PC-CZ	Receive Town Services	<input checked="" type="checkbox"/>

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, TKC CCCXIX a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 22 day of January, 2024.

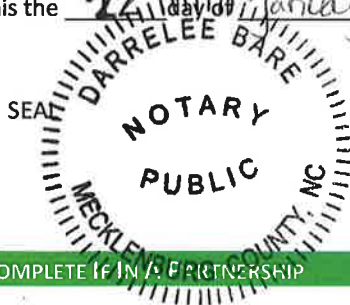
Name of Limited Liability Company TKC CCCXIX, LLC

By: \_\_\_\_\_

Signature of Member/Manager

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Darrelle Bare, a Notary Public for the above State and County, this the 22 day of January, 2024.



Notary Public

My Commission Expires: 7/10/26

COMPLETE IF IN A PARTNERSHIP

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

Name of Partnership \_\_\_\_\_

By: \_\_\_\_\_

Signature of General Partner

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: \_\_\_\_\_

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: May 28, 2024

## Item Details

Presenter(s): Shelly Mayo, Planner II

Department(s): Planning

### Requested Motion

Public hearing and possible motion concerning Rezoning Application No. 24CZ03 New Hill Holleman Road. The applicant, Matthew Carpenter, Parker Poe, seeks to rezone approximately 25.39 acres from Wake County Highway District (HD) to Planned Commercial-Conditional Zoning (PC-CZ). The proposed rezoning is located at 0 & 0 County Park Drive (Northwest corner of US 1 Hwy and New Hill Holleman Road).

### Approval Recommended?

The Planning Department recommends denial.

The Planning Board held a Public Hearing on May 13, 2024 and unanimously voted to recommend denial of the rezoning with the conditions offered by the applicant.

### Item Details

The properties to be rezoned are identified as PINs 0619986598 and 0619992186.

### Attachments

- PH3-A1: Rezoning Case No. 24CZ03 - New Hill Holleman Road - Staff Report and Attachments
- PH3-A2: Rezoning Case No. 24CZ03 - New Hill Holleman Road - Planning Board Report to Town Council
- PH3-A3: Rezoning Case No. 24CZ03 - New Hill Holleman Road - Statement and Ordinance



## STAFF REPORT

### Rezoning #24CZ03 New Hill Holleman Road

May 28, 2024 Town Council Meeting



All property owners, tenants, and neighborhood associations within 300 feet of this rezoning have been notified per UDO Sec. 2.2.11 *Public Notification*.

#### BACKGROUND INFORMATION:

**Address:** 0 & 0 County Park Dr (Northwest corner of US 1 Hwy and New Hill Holleman Road)  
**Applicant:** Matthew Carpenter, Parker Poe  
**Owner:** TKC CCCXIX, LLC

#### PROJECT DESCRIPTION:

**Acreage:** +/- 25.39 acres  
**PINs:** 0619986598 and 0619992186  
**Current Zoning:** Wake County Highway District (HD)  
**Proposed Zoning:** Planned Commercial-Conditional Zoning (PC-CZ)  
**2045 Land Use Map:** Office Employment/Commercial Services  
**Town Limits:** Outside Corporate Limits and ETJ

#### ADJACENT ZONING & LAND USES:

	Zoning	Land Use
<b>North:</b>	Wake County Residential-30 (R-30)	Single-family residential
<b>South:</b>	Wake County Highway District (HD)	US 1 Hwy; vacant
<b>East:</b>	Wake County Highway District (HD)	Retirement Home; New Hill Holleman Rd; vacant
<b>West:</b>	Residential Agricultural (RA); Medium Density Residential-Conditional Zoning (#20CZ09)	Western Wake Regional Water Reclamation Facility; Single-family Residential (Holleman Hills South Subdivision)

#### EXISTING CONDITIONS:

The area to be rezoned is located north of US 1 Hwy, west of New Hill Holleman Road and along a portion of Church Road and consists of two (2) parcels totaling +/- 25.39 acres. The site is currently wooded and is bisected by a stream and Town of Apex sewer easement.

#### NEIGHBORHOOD MEETING:

The applicant conducted two neighborhood meetings on January 25, 2024 and April 17, 2024. The reports are attached to the staff report.

#### 2045 LAND USE MAP:

The 2045 Land Use Map designates the site as Office Employment/Commercial Services. The applicant proposes a rezoning to Planned Commercial-Conditional Zoning (PC-CZ) district, which is a valid district within that Land Use Map designation.

## STAFF REPORT

### Rezoning #24CZ03 New Hill Holleman Road

May 28, 2024 Town Council Meeting



#### PROPOSED ZONING CONDITIONS:

##### Proposed Uses:

The Rezoned Lands may be used for, and only for, the uses listed immediately below. The permitted uses are subject to the limitations and regulations stated in the UDO and any additional limitations or regulations stated below. For convenience, some relevant sections of the UDO may be referenced; such references do not imply that other sections of the UDO do not apply.

- |  |                                      |
|--|--------------------------------------|
| 1. Health/fitness center or spa        | 17. Medical or dental laboratory     |
| 2. Assembly hall, nonprofit            | 18. Office, business or professional |
| 3. Assembly hall, for-profit           | 19. Book store                       |
| 4. Church or place of worship          | 20. Convenience store                |
| 5. Day care facility                   | 21. Financial institution            |
| 6. Government service                  | 22. Floral shop                      |
| 7. Veterinary clinic or hospital       | 23. Grocery, specialty               |
| 8. Botanical garden                    | 24. Grocery, general                 |
| 9. Entertainment, indoor               | 25. Newsstand or gift shop           |
| 10. Entertainment, outdoor             | 26. Personal service                 |
| 11. Greenway                           | 27. Pharmacy                         |
| 12. Park, active                       | 28. Printing and copying service     |
| 13. Park, passive                      | 29. Real estate sales                |
| 14. Youth or day camps                 | 30. Retail sales, general            |
| 15. Restaurant, general                | 31. Studio for art                   |
| 16. Medical or dental office or clinic | 32. Tailor shop                      |

##### Proposed Conditions:

1. The following architectural conditions shall apply to development 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. Aluminum storefronts with anodized or pre-finished colors
    - v. EIFS cornices and parapet trim
    - vi. Precast concrete
    - vii. Fiber-reinforced concrete (FRC)
  - c. 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.
  - d. Each building shall have more than one parapet height.
  - e. The main entrance to each building shall be emphasized.

## STAFF REPORT

### Rezoning #24CZ03 New Hill Holleman Road

May 28, 2024 Town Council Meeting



2. 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.
3. At least 75% of plants shall be native or nativar of North Carolina. Landscaping will be coordinated with and approved by the Planning Department at site or subdivision review. No invasive species shall be permitted and no single species of tree or shrub shall constitute more than 20% of the plant material of its type within the development.
4. No clearing or land disturbance shall be permitted within the riparian buffer, except the minimum necessary to install required sewer infrastructure and SCM outlets and construct a stream crossing for the site driveway.
5. The correlated color temperature (CCT) of lamps in exterior lighting shall not exceed 3,000 Kelvins. Athletic field lighting shall be exempt from this requirement.
6. To reduce irrigation requirements, the project shall select and plant only warm season grasses. This condition shall not apply to athletic and other recreational fields.
7. Development shall meet all stormwater reduction requirements listed in the UDO, including limiting the post-development stormwater flows to not exceed the predevelopment rates. In addition, the post-development peak runoff rate shall be limited to the pre-development peak runoff rate for the 2-year, 24-hour, the 10-year, 24-hour, and the 25-year, 24-hour storm events.
8. Development of the property shall include the below transportation infrastructure improvements, all of which are subject to both Apex and NCDOT review and approval.
  - a. New Hill Holleman Road. Developer shall dedicate right of way 55 feet from the existing centerline and widen New Hill Holleman Road for the length of the property's New Hill Holleman Road frontage consistent with the Town's adopted Transportation Plan and typical section for a four-lane, median-divided thoroughfare, but without construction of a median (the "New Hill Holleman Road Improvements"). Alternatively, Developer may pay a fee in lieu for the New Hill Holleman Road Improvements, subject to review and approval by the Director of Transportation and Infrastructure Development.
  - b. Church Road Frontage. Developer shall improve Church Road for the length of the property's Church Road frontage to a 27-foot wide curb and gutter roadway with a 50-foot public right-of-way, and 5-foot sidewalk along the south side of the road.
  - c. Church Road Off-Site. Developer shall improve Church Road from the eastern edge of the property's Church Road frontage to the intersection of New Hill Holleman Road and Church Road to a 20-foot wide roadway with a 5-foot wide sidewalk on the south side, marked centerline, and edge lines, and an eastbound left turn lane with 75 feet of storage at the intersection with New Hill Holleman Road (the "Offsite Church Road Improvements"). If the Offsite Church Road Improvements require easements and/or rights of way over/from properties on Church Road developer does not own or control (the "Easements" and each, an "Easement"), developer shall make good faith efforts to acquire the Easements for market value through private negotiation. If developer is unable to acquire one or more Easements for market value, and the Town is unable or unwilling to initiate condemnation proceedings to acquire the Easements, developer may either (a) pay a fee in lieu for the portion of the Offsite Church Road Improvements that cannot be completed due to the Easement(s) that cannot be acquired, or (b) redesign the Offsite Church Road Improvements to not require the Easement(s) that cannot be acquired.



## STAFF REPORT

### Rezoning #24CZ03 New Hill Holleman Road

May 28, 2024 Town Council Meeting



- d. Traffic Signal. Prior to issuance of a certificate of occupancy, developer shall post a performance bond (the “Bond”) for the cost of the design and construction of a wood pole traffic signal at the existing intersection of New Hill Holleman Road, Church Road, and the New Hill Community Center driveway (the “Signal”). No later than a year following issuance of a certificate of occupancy, developer shall perform a warrant study, and if approved by NCDOT and not already committed and funded by others, design and construct the Signal. If NCDOT does not approve the Signal, the Bond shall be refunded to developer and developer shall have no further obligations under this condition.

#### TRANSPORTATION AND INFRASTRUCTURE STAFF ANALYSIS:

The Apex Transportation Plan - Thoroughfare and Collector Street Plan Map designates New Hill Holleman Road as a 4-lane median-divided thoroughfare. The Bicycle and Pedestrian System Plan Map shows a proposed paved shoulder along New Hill Holleman Road.

The applicant submitted a Traffic Impact Analysis (TIA) for the proposed rezoning, although it is not a requirement for this kind of rezoning. The results of the TIA have been incorporated into the zoning conditions.

#### New Hill Holleman Road:

The developer proposes the following condition:

- a. New Hill Holleman Road. Developer shall dedicate right of way 55 feet from the existing centerline and widen New Hill Holleman Road for the length of the property’s New Hill Holleman Road frontage consistent with the Town’s adopted Transportation Plan and typical section for a four-lane, median-divided thoroughfare, but without construction of a median (the “New Hill Holleman Road Improvements”). Alternatively, Developer may pay a fee in lieu for the New Hill Holleman Road Improvements, subject to review and approval by the Director of Transportation and Infrastructure Development.

Transportation and Infrastructure Development Department (TID) staff recommends revisions to the proposed condition, as shown below:

- a. New Hill Holleman Road. **The** developer shall dedicate right of way 55 feet from the existing centerline and widen New Hill Holleman Road for the length of the property’s New Hill Holleman Road frontage consistent with the Town’s adopted Transportation Plan and typical section for a four-lane, median-divided thoroughfare, but without construction of a median (the “New Hill Holleman Road Improvements”). Alternatively, Developer may pay a fee in lieu for the New Hill Holleman Road Improvements **based on an engineer’s estimate to be submitted to the Town**, subject to review and approval by the Director of Transportation and Infrastructure Development.

#### Church Road:

Church Road is an existing approximate 18-foot wide paved road for the easternmost 950 feet that begins to narrow to the west, and is approximately 12 feet or less for the last 250 feet to the western termination point within a 60-foot state-maintained right-of-way. The existing road width does not meet the minimum paved width of 20 feet required by NC Fire Prevention Code and the Town of Apex.

TID staff have requested the developer improve Church Road from the eastern edge of the property’s Church Road frontage to the intersection of New Hill Holleman Road and Church Road to a **minimum** 20-foot wide roadway with a 5-foot wide sidewalk on the south side, marked centerline, and edge lines, and an eastbound left turn lane with 75 feet of storage at the intersection with New Hill Holleman Road to meet the Town’s minimum

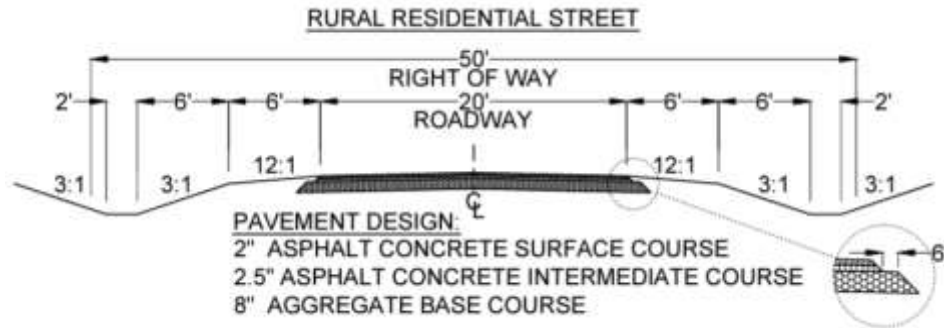
## STAFF REPORT

### Rezoning #24CZ03 New Hill Holleman Road

May 28, 2024 Town Council Meeting



road section, as shown in the image below from the Town's Standard Specifications and Standard Details, and satisfy the TIA recommendations.



The developer proposes the following condition:

- c. Church Road Off-Site. Developer shall improve Church Road from the eastern edge of the property's Church Road frontage to the intersection of New Hill Holleman Road and Church Road to a 20-foot wide roadway with a 5-foot wide sidewalk on the south side, marked centerline, and edge lines, and an eastbound left turn lane with 75 feet of storage at the intersection with New Hill Holleman Road (the "Offsite Church Road Improvements"). If the Offsite Church Road Improvements require easements and/or rights of way over/from properties on Church Road developer does not own or control (the "Easements" and each, an "Easement"), developer shall make good faith efforts to acquire the Easements for market value through private negotiation. If developer is unable to acquire one or more Easements for market value, and the Town is unable or unwilling to initiate condemnation proceedings to acquire the Easements, developer may either (a) pay a fee in lieu for the portion of the Offsite Church Road Improvements that cannot be completed due to the Easement(s) that cannot be acquired, or (b) redesign the Offsite Church Road Improvements to not require the Easement(s) that cannot be acquired.

While not in favor of the applicant's proposed condition, TID staff recommends revisions to the proposed condition, as shown below, to be consistent with similar conditions on past rezonings:

- c. Church Road Off-Site. **The** developer shall improve Church Road from the eastern edge of the property's Church Road frontage to the intersection of New Hill Holleman Road and Church Road to a **minimum** 20-foot wide roadway with a 5-foot wide sidewalk on the south side, marked centerline, and edge lines, and an eastbound left turn lane with 75 feet of storage at the intersection with New Hill Holleman Road (the "Offsite Church Road Improvements"). If the Offsite Church Road Improvements require easements and/or rights of way over/from properties on Church Road **that the** developer does not own or control ~~(the "Easements" and each, an "Easement")~~ ("Easements"), developer shall make good faith efforts to acquire the Easements through private negotiation. If developer is unable to acquire one or more Easements ~~for market value~~, and the Town is unable or unwilling ~~to initiate condemnation proceedings~~ to acquire the Easements, the developer ~~may either (a) shall~~ pay a fee in lieu for the portion of the Offsite Church Road Improvements that cannot be completed due to the Easement(s) that cannot be acquired, **based on an engineer's estimate and third-party appraisal for the cost of easement acquisition to be submitted to the Town for review and approval**, or (b) redesign the Offsite Church Road Improvements to not require the Easement(s) ~~that cannot be acquired~~.

## STAFF REPORT

### Rezoning #24CZ03 New Hill Holleman Road

May 28, 2024 Town Council Meeting



#### ENVIRONMENTAL ADVISORY BOARD:

The Apex Environmental Advisory Board (EAB) held a pre-application meeting for this rezoning on April 10, 2024. The zoning conditions suggested by the EAB are listed below along with the applicant's response to each suggested condition.

EAB Suggested Condition	Applicant's Response
1. No clearing or land disturbance shall be permitted within the riparian buffer, except the minimum necessary to install the required sewer infrastructure and SCM outlets and construct a stream crossing for the site driveway.	Added.
2. One sign per SCM to prohibit fertilizer in a location that is publicly accessible, such as adjacent to sidewalk.	Added.
3. At least 75% of plants shall be native or nativar species of North Carolina.	Added.
4. The correlated color temperature (CCT) of lamps in the exterior lighting shall not exceed 3,000 Kelvin. Athletic field lighting shall be exempt from this requirement.	Added.
5. Warm season grasses shall be planted on the property, with the exception of athletic fields.	Added.
6. A solar PV system shall be incorporated into buildings to be constructed on the property. Such PV systems shall have a capacity of no less than 2 kW per 1,000 square feet of heated building area, or a capacity to produce 100% of the expected electrical use, whichever is less.	Not Added.

#### PLANNING STAFF RECOMMENDATION:

Planning and TID staff recommend denial of Rezoning #24CZ03 New Hill Holleman Road. Staff does not support making the minimum roadway improvements subject to whether or not the developer can obtain the necessary easements and right-of-way. Staff is open to the sidewalk being subject to the acquisition of the easements and right-of-way, but not the minimum pavement section. If the developer believes that they will need those easements and does not believe that they can obtain them, then staff does not believe that this project should be rezoned at this time. At this time, Church Road is deficient with respect to the minimum road width required by NC Fire Prevention Code and the Apex rural residential street standard. Staff does not recommend rezoning these parcels as proposed until the applicant has investigated whether or not:

1. Additional easements are necessary to construct the minimum road improvements and sidewalk, and
2. Whether or not the adjacent property owners would be willing to negotiate.

The suggested zoning condition language require a good faith negotiation and option for fee-in-lieu if the Town is unable or unwilling to obtain the easements for the developer. However, a fee-in-lieu would not address the existing traffic safety and capacity issues due to the current inadequate road section.

#### PLANNING BOARD RECOMMENDATION:

Planning Board reviewed this project at their May 13, 2024 meeting and unanimously voted to recommend denial.

#### ANALYSIS STATEMENT OF THE REASONABLENESS OF THE PROPOSED REZONING:

This Statement will address consistency with the Town's comprehensive and other applicable plans, reasonableness, and effect on public interest:

## STAFF REPORT

### Rezoning #24CZ03 New Hill Holleman Road

May 28, 2024 Town Council Meeting



The 2045 Land Use Map designates the site as Office Employment/Commercial Services. The applicant proposes a rezoning to Planned Commercial-Conditional Zoning (PC-CZ) district, which is a valid district within that Land Use Map designation.

Although the proposed rezoning would permit additional commercial uses that are compatible with and supportive of the surrounding properties and would increase the tax base, it is not reasonable and in the public interest because the applicant's wording of the transportation conditions does not ensure an adequate fee-in-lieu for improvements along New Hill Holleman Road and does not guarantee that Church Road will be improved by the developer to meet the minimum road width required by Fire Code and the Apex rural residential street standard.

### LEGISLATIVE CONSIDERATIONS

The Town Council shall find the Planned Commercial-Conditional Zoning (PC-CZ) designation demonstrates compliance with the following standards. 2.3.3.F:

The applicant shall propose site-specific standards and conditions that take into account the following considerations, which are considerations that are relevant to the legislative determination of whether or not the proposed conditional zoning district rezoning request is in the public interest. These considerations do not exclude the legislative consideration of any other factor that is relevant to the public interest.

- 1) *Consistency with 2045 Land Use Map.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Map.
- 2) *Compatibility.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.
- 3) *Zoning district supplemental standards.* The proposed Conditional Zoning (CZ) District use's compliance with Sec 4.4 *Supplemental Standards*, if applicable.
- 4) *Design minimizes adverse impact.* The design of the proposed Conditional Zoning (CZ) District use's minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare, and vibration and not create a nuisance.
- 5) *Design minimizes environmental impact.* The proposed Conditional Zoning District use's minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.
- 6) *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.
- 7) *Health, safety, and welfare.* The proposed Conditional Zoning (CZ) District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.
- 8) *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.
- 9) *Not constitute nuisance or hazard.* Whether the proposed Conditional Zoning (CZ) District use constitutes a nuisance or hazard due to traffic impact or noise, or because of the number of persons who will be using the Conditional Zoning (CZ) District use.
- 10) *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning (CZ) District use

## STAFF REPORT

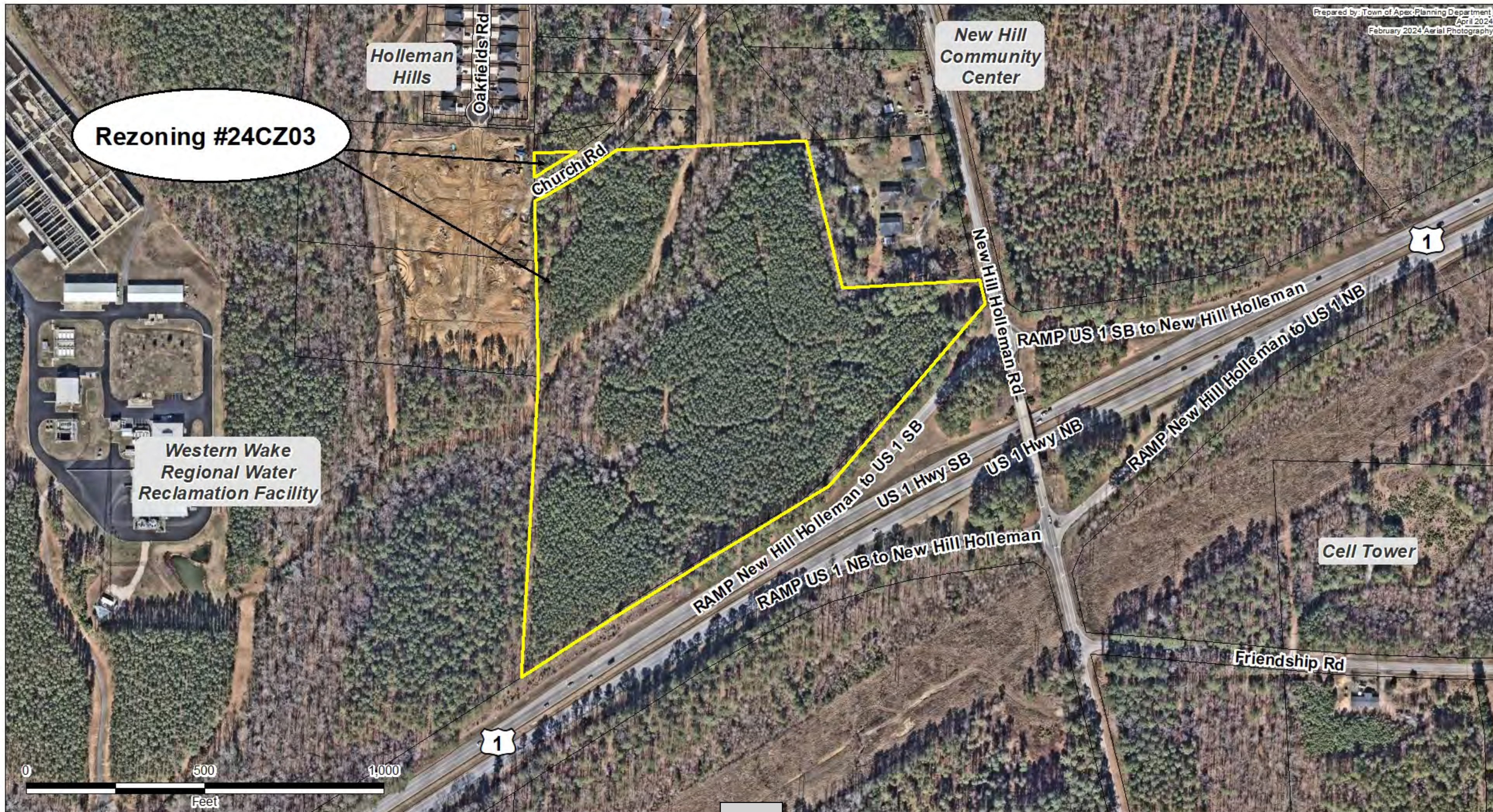
### Rezoning #24CZ03 New Hill Holleman Road

May 28, 2024 Town Council Meeting



complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.





Rezoning #24CZ03

Holleman Hills

Oakfields Rd

New Hill Community Center

Church Rd

New Hill Holleman Rd

Western Wake Regional Water Reclamation Facility

RAMP US 1 SB to New Hill Holleman

RAMP New Hill Holleman to US 1 NB

RAMP New Hill Holleman to US 1 SB

RAMP US 1 NB to New Hill Holleman

US 1 Hwy SB

US 1 Hwy NB

Cell Tower

Friendship Rd

1

1

0 500 1,000 Feet



## PETITION TO AMEND THE OFFICIAL ZONING MAP

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

Application #: 24CZ03

Submittal Date: 02/01/2024

Fee Paid: \$1,000.00

### Project Information

Project Name: New Hill Holleman Road Rezoning

Address(es): 0 County Park Drive

PIN(s): 0619986598 and 0619992186

Acreage: 25.39

Current Zoning: Highway District (HD)(Wake County) Proposed Zoning: Planned Commercial Conditional (PC-CZ)

Current 2045 LUM Classification(s): Office Employment/Commercial Services

Is the proposed rezoning consistent with the 2045 LUM Classification(s)? Yes

If any portion of the project is shown as mixed use (3 or more stripes on the 2045 Land Use Map) provide the following:

Area classified as mixed use: Acreage: N/A

Area proposed as non-residential development: Acreage: N/A

Percent of mixed use area proposed as non-residential: Percent: N/A

### Applicant Information

Name: TKC CCCXIX, LLC, a North Carolina limited liability company

Address: c/o Matthew J. Carpenter, 301 Fayetteville St, Suite 1400

City: Raleigh State: NC Zip: 27601

Phone: 919-835-4032 E-mail: matthewcarpenter@parkerpoe.com

### Owner Information

Name: Same as Applicant

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

### Agent Information

Name: Matthew J. Carpenter

Address: 301 Fayetteville St, Suite 1400

City: Raleigh State: NC Zip: 27601

Phone: 919-835-4032 E-mail: matthewcarpenter@parkerpoe.com

Other contacts: Jessie Hardesty; hardesty@mcadamsco.com

Jonathan Balderson; balderson@mcadamsco.com

Anne Lebo; anne.lebo@littleonline.com

Kevin Dean; kevin.dean@kimley-horn.com

## PETITION INFORMATION

Application #: 24CZ03 Submittal Date: 02/01/2024

An application has been duly filed requesting that the property described in this application be rezoned from Wake Co. HD to PC-CZ. It is understood and acknowledged that if the property is rezoned as requested, the property described in this request will be perpetually bound to the use(s) authorized and subject to such conditions as imposed, unless subsequently changed or amended as provided for in the Unified Development Ordinance (UDO). It is further understood and acknowledged that final plans for any specific development to be made pursuant to any such Conditional Zoning shall be submitted for site or subdivision plan approval, as required by the UDO. Use additional pages as needed.

## PROPOSED USES:

The Rezoned Lands may be used for, and only for, the uses listed immediately below. The permitted uses are subject to the limitations and regulations stated in the UDO and any additional limitations or regulations stated below. For convenience, some relevant sections of the UDO may be referenced; such references do not imply that other sections of the UDO do not apply.

1	<u>See attached</u>	21	<u></u>
2	<u></u>	22	<u></u>
3	<u></u>	23	<u></u>
4	<u></u>	24	<u></u>
5	<u></u>	25	<u></u>
6	<u></u>	26	<u></u>
7	<u></u>	27	<u></u>
8	<u></u>	28	<u></u>
9	<u></u>	29	<u></u>
10	<u></u>	30	<u></u>
11	<u></u>	31	<u></u>
12	<u></u>	32	<u></u>
13	<u></u>	33	<u></u>
14	<u></u>	34	<u></u>
15	<u></u>	35	<u></u>
16	<u></u>	36	<u></u>
17	<u></u>	37	<u></u>
18	<u></u>	38	<u></u>
19	<u></u>	39	<u></u>
20	<u></u>	40	<u></u>



## PETITION INFORMATION

Application #: 24CZ03 Submittal Date: 02/01/2024

## PROPOSED CONDITIONS:

The applicant hereby requests that the Town Council of the Town of Apex, pursuant to the Unified Development Ordinance, approve the Conditional Zoning for the above listed use(s) subject to the following condition(s). Use additional pages as needed.

See attached

## LEGISLATIVE CONSIDERATIONS - CONDITIONAL ZONING

The applicant shall propose site-specific standards and conditions that take into account the following considerations, which are considerations that are relevant to the legislative determination of whether or not the proposed conditional zoning district rezoning request is in the public interest. These considerations do not exclude the legislative consideration of any other factor that is relevant to the public interest. Use additional pages as needed.

1) **Consistency with 2045 Land Use Map.** The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Map.

The property is designated Office Employment/Commercial Services on the LUM. The Office Employment designation "is intended to provide land that allows for a wide range of businesses that provide professional, managerial, or administrative services in the study area." The Commercial Services designation is "intended to delineate land where commercial uses are appropriate to serve the residents of Apex and the greater region." The proposed PC-CZ zoning will permit a range of office, commercial, and recreational uses with convenient access to US-1 and is therefore consistent with the LUM.

2) *Compatibility.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.

As designated on the LUM, non-residential uses are appropriate in this location, at the intersection of US-1 and New Hill Holleman Road. The list of permitted uses has been drafted to promote compatibility with adjacent residential uses. Potentially incompatible uses that are permitted in the PC district by the UDO - such as bar, nightclub, wine bar, or taproom; tattoo parlor and body piercing; building supplies, retail; dry cleaners and laundry service; gas and fuel, retail; kennel; laundromat; etc. - are specifically excluded in the proposed conditions. Additionally, the proposed rezoning decreases the scope and variety of uses from what is permitted under the current Highway District zoning.

**New Hill Holleman Road Rezoning**  
**Proposed Uses and Zoning Conditions**

The Rezoned Lands may be used for, and only for, the uses listed immediately below. The permitted uses are subject to the limitations and regulations stated in the UDO and any additional limitations or regulations stated below. All uses listed below are permitted (P) uses unless noted otherwise. For convenience, some relevant sections of the UDO may be referenced; such references do not imply that other sections of the UDO do not apply.

1. Health/fitness center or spa
2. Assembly hall, nonprofit
3. Assembly hall, for-profit
4. Church or place of worship
5. Day care facility
6. Government service
7. Veterinary clinic or hospital
8. Botanical garden
9. Entertainment, indoor
10. Entertainment, outdoor
11. Greenway
12. Park, active
13. Park, passive
14. Youth or day camps
15. Restaurant, general
16. Medical or dental office or clinic
17. Medical or dental laboratory
18. Office, business or professional
19. Book store
20. Convenience store
21. Financial institution
22. Floral shop
23. Grocery, specialty
24. Grocery, general
25. Newsstand or gift shop
26. Personal service
27. Pharmacy
28. Printing and copying service
29. Real estate sales
30. Retail sales, general
31. Studio for art
32. Tailor shop

## Zoning Conditions

1. The following architectural conditions shall apply to development 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. Aluminum storefronts with anodized or pre-finished colors
    - v. EIFS cornices and parapet trim
    - vi. Precast concrete
    - vii. Fiber-reinforced concrete (FRC)
  - c. 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.
  - d. Each building shall have more than one parapet height.
  - e. The main entrance to each building shall be emphasized.
2. 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.
3. At least 75% of plants shall be native or nativar of North Carolina. Landscaping will be coordinated with and approved by the Planning Department at site or subdivision review. No invasive species shall be permitted and no single species of tree or shrub shall constitute more than 20% of the plant material of its type within the development.
4. No clearing or land disturbance shall be permitted within the riparian buffer, except the minimum necessary to install required sewer infrastructure and SCM outlets and construct a stream crossing for the site driveway.
5. The correlated color temperature (CCT) of lamps in exterior lighting shall not exceed 3,000 Kelvins. Athletic field lighting shall be exempt from this requirement.
6. To reduce irrigation requirements, the project shall select and plant only warm season grasses. This condition shall not apply to athletic and other recreational fields.
7. Development shall meet all stormwater reduction requirements listed in the UDO, including limiting the post-development stormwater flows to not exceed the pre-development rates. In addition, the post-development peak runoff rate shall be limited to the pre-development peak runoff rate for the 2-year, 24-hour, the 10-year, 24-hour, and the 25-year, 24-hour storm events.
8. Development of the property shall include the below transportation infrastructure improvements, all of which are subject to both Apex and NCDOT review and approval.

- a. New Hill Holleman Road. Developer shall dedicate right of way 55 feet from the existing centerline and widen New Hill Holleman Road for the length of the property's New Hill Holleman Road frontage consistent with the Town's adopted Transportation Plan and typical section for a four-lane, median-divided thoroughfare, but without construction of a median (the "New Hill Holleman Road Improvements"). Alternatively, Developer may pay a fee in lieu for the New Hill Holleman Road Improvements, subject to review and approval by the Director of Transportation and Infrastructure Development.
- b. Church Road Frontage. Developer shall improve Church Road for the length of the property's Church Road frontage to a 27-foot wide curb and gutter roadway with a 50-foot public right-of-way, and 5-foot sidewalk along the south side of the road.
- c. Church Road Off-Site. Developer shall improve Church Road from the eastern edge of the property's Church Road frontage to the intersection of New Hill Holleman Road and Church Road to a 20-foot wide roadway with a 5-foot wide sidewalk on the south side, marked centerline, and edge lines, and an eastbound left turn lane with 75 feet of storage at the intersection with New Hill Holleman Road (the "Offsite Church Road Improvements"). If the Offsite Church Road Improvements require easements and/or rights of way over/from properties on Church Road developer does not own or control (the "Easements" and each, an "Easement"), developer shall make good faith efforts to acquire the Easements for market value through private negotiation. If developer is unable to acquire one or more Easements for market value, and the Town is unable or unwilling to initiate condemnation proceedings to acquire the Easements, developer may either (a) pay a fee in lieu for the portion of the Offsite Church Road Improvements that cannot be completed due to the Easement(s) that cannot be acquired, or (b) redesign the Offsite Church Road Improvements to not require the Easement(s) that cannot be acquired.
- d. Traffic Signal. Prior to issuance of a certificate of occupancy, developer shall post a performance bond (the "Bond") for the cost of the design and construction of a wood pole traffic signal at the existing intersection of New Hill Holleman Road, Church Road, and the New Hill Community Center driveway (the "Signal"). No later than a year following issuance of a certificate of occupancy, developer shall perform a warrant study, and if approved by NCDOT and not already committed and funded by others, design and construct the Signal. If NCDOT does not approve the Signal, the Bond shall be refunded to developer and developer shall have no further obligations under this condition.

## PETITION INFORMATION

Application #: 24CZ03 Submittal Date: 02.01.2024

3) Zoning district supplemental standards. The proposed Conditional Zoning (CZ) District use's compliance with Sec 4.4 *Supplemental Standards*, if applicable.

Proposed uses will comply with all applicable Supplemental standards in UDO Section 4.4.

4) *Design minimizes adverse impact.* The design of the proposed Conditional Zoning (CZ) District use's minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare, and vibration and not create a nuisance.

The list of permitted uses has been drafted to promote compatibility with adjacent residential uses. Potentially incompatible uses that are permitted in the PC district by the UDO - such as bar, nightclub, wine bar, or taproom; tattoo parlor and body piercing; building supplies, retail; dry cleaners and laundry service; gas and fuel, retail; kennel; laundromat; etc. - are specifically excluded in the proposed conditions. The project will follow all UDO standards for trash, service delivery, parking and loading, odors, noise, glare, and vibration. Although a TIA was not required with this rezoning application, a TIA has been scoped and submitted to better understand traffic impacts and improvements required to mitigate traffic generated by the project.

5) *Design minimizes environmental impact.* The proposed Conditional Zoning District use's minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.

Development of the site will meet all state and local requirements related to environmental impacts, water quality, air quality, wildlife habitat, and other natural resources. The property is not located in the water supply watershed.

6) *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.

The proposed zoning will not have adverse impacts on public facilities and services. A contiguous annexation petition has been filed to request Town services and will be reviewed concurrently with this rezoning request.

7) *Health, safety, and welfare.* The proposed Conditional Zoning (CZ) District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.

The proposed zoning will not have negative effects on the health, safety, or welfare of residents of the Town or its ETJ. Rather, it will allow the development of recreational facilities and/or commercial services in a convenient location for existing and future residents of southwest Apex.

## PETITION INFORMATION

Application #: 24CZ03 Submittal Date: 02.01.2024

8) *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.

The proposed zoning will not be substantially detrimental to adjacent properties. As discussed above, the request reduces uses permitted by the current zoning and specifically excludes certain uses that may be incompatible with adjacent residential uses. Additionally, the project will provide undisturbed and/or planted buffers adjacent to existing residential uses as required by the UDO.

9) *Not constitute nuisance or hazard.* Whether the proposed Conditional Zoning (CZ) District use constitutes a nuisance or hazard due to traffic impact or noise, or because of the number of persons who will be using the Conditional Zoning (CZ) District use.

The proposed zoning will not constitute a nuisance or hazard. As discussed above, the request reduces uses permitted by the current zoning and specifically excludes certain uses that may be incompatible with adjacent residential uses. Although a TIA was not required with this rezoning application, a TIA has been scoped and submitted to better understand traffic impacts and improvements required to mitigate traffic generated by the project.

10) *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning (CZ) District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.

Under the proposed zoning, all development will be required to comply with all standards imposed on it by all other applicable provisions of the UDO for use, layout, and general development.

## AGENT AUTHORIZATION FORM

Application #:

Submittal Date:

TKC CCCXIX, LLC

is the owner\* of the property for which the attached

application is being submitted:

- ☒ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.

☐ Site Plan

☐ Subdivision

☐ Variance

☒ Other: Annexation Petition

The property address is: PINs 0619986598 and 0619992186

The agent for this project is: Matthew J. Carpenter

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Matthew J. Carpenter

Address: 301 Fayetteville Street, Suite 1400, Raleigh, NC 27601

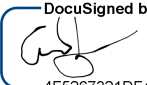
Telephone Number: 919-835-4032

E-Mail Address: matthewcarpenter@parkerpoe.com

Signature(s) of Owner(s)\*

**TKC CCCXIX, LLC**

a North Carolina limited liability company

DocuSigned by:  
  
4F5267321DF440D...  
William Baker

Attach additional sheets if there are additional owners.

\*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

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



**Legal Description of Property**

TRACT 1

BEING A PORTION OF TRACT 3 AS DESCRIBED IN DEED BOOK 1944, PAGE 319 OF THE WAKE COUNTY REGISTRY. MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT AN IRON PIPE ON THE NORTHERN RIGHT OF WAY OF US HIGHWAY 1, THE SOUTHEAST CORNER OF TRACT 1, AS SHOWN ON BOOK OF MAPS 2011, PAGE 412 OF THE WAKE COUNTY REGISTRY, THE POINT OF BEGINNING; THENCE WITH SAID COMMON LINE NORTH 03°14'00" EAST A DISTANCE OF 844.16 FEET TO AN IRON PIPE, THE SOUTHEAST CORNER OF THE LOT SHOWN ON BOOK OF MAPS 2020, PAGE 2221; THENCE WITH SAID COMMON LINE NORTH 01°06'11" WEST A DISTANCE OF 323.18 FEET TO AN IRON PIPE; THENCE NORTH 01°07'36" WEST A DISTANCE OF 165.72 FEET TO AN IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF CHURCH ROAD; THENCE WITH SAID RIGHT OF WAY, A CURVE TO THE LEFT, A RADIUS OF 5,079.54 FEET, AN ARC LENGTH OF 204.82 FEET, A CHORD BEARING OF NORTH 58°22'44" EAST, A CHORD LENGTH OF 204.80 FEET TO AN IRON PIPE; THENCE A CURVE TO THE LEFT, A RADIUS OF 670.49 FEET, AN ARC LENGTH OF 47.80 FEET, A CHORD BEARING OF NORTH 55°18'20" EAST, A CHORD LENGTH OF 47.79 FEET TO AN IRON PIPE; THENCE A CURVE TO THE LEFT, A RADIUS OF 303.13 FEET, AN ARC LENGTH OF 20.81 FEET, A CHORD BEARING OF NORTH 53°54'36" EAST, A CHORD LENGTH OF 20.81 FEET TO AN IRON PIPE, THE SOUTHWEST CORNER OF MARK MALETTA; THENCE WITH SAID COMMON LINE NORTH 87°20'28" EAST A DISTANCE OF 220.84 FEET TO AN IRON PIPE, THE SOUTHWEST CORNER OF LOT 1 AS SHOWN ON BOOK OF MAPS 2017, PAGE 488; THENCE WITH SAID COMMON LINE NORTH 87°01'51" EAST A DISTANCE OF 309.05 FEET TO AN IRON PIPE, THE NORTHWEST CORNER OF LOT 2 AS SHOWN ON BOOK OF MAPS 2017, PAGE 488; THENCE WITH SAID COMMON LINE SOUTH 13°59'07" EAST A DISTANCE OF 425.04 FEET TO AN IRON PIPE; THENCE NORTH 86°56'19" EAST A DISTANCE OF 374.70 FEET TO AN IRON PIPE, ON THE WESTERN RIGHT OF WAY OF NEW HILL HOLLEMAN ROAD; THENCE WITH SAID RIGHT OF WAY NORTH 86°56'01" EAST A DISTANCE OF 10.47 FEET TO AN IRON PIPE; THENCE SOUTH 13°13'14" EAST A DISTANCE OF 60.84 FEET TO AN IRON PIPE, ON THE NORTHERN RIGHT OF WAY OF US HIGHWAY 1; THENCE WITH SAID RIGHT OF WAY SOUTH 14°23'36" WEST A DISTANCE OF 11.25 FEET TO AN IRON PIPE; THENCE SOUTH 42°00'25" WEST A DISTANCE OF 445.50 FEET TO A CONCRETE MONUMENT; THENCE A CURVE TO THE RIGHT, A RADIUS OF 2,164.19 FEET, AN ARC LENGTH OF 370.44 FEET, A CHORD BEARING OF SOUTH 45°47'33" WEST, A CHORD LENGTH OF 369.99 FEET TO A CONCRETE MONUMENT; THENCE NORTH 25°45'50" WEST A DISTANCE OF 10.30 FEET TO A CONCRETE MONUMENT; THENCE A CURVE TO THE LEFT, A RADIUS OF 11,597.71 FEET, AN ARC LENGTH OF 565.72 FEET, A CHORD BEARING OF SOUTH 58°42'27" WEST, A CHORD LENGTH OF 565.66 FEET TO AN IRON PIPE; THENCE SOUTH 57°18'36" WEST A DISTANCE OF 40.99 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 32°41'24" EAST A DISTANCE OF 10.00 FEET TO AN IRON PIPE; THENCE SOUTH 57°18'52" WEST A DISTANCE OF 256.68 FEET TO THE POINT OF BEGINNING. CONTAINING 1,101,934 SQUARE FEET OR 25.30 ACRES.

TRACT 2

BEING A PORTION OF TRACT 3 AS DESCRIBED IN DEED BOOK 1944, PAGE 319 OF THE WAKE COUNTY REGISTRY. MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT AN IRON PIPE ON THE NORTHERN RIGHT OF WAY OF US HIGHWAY 1, THE SOUTHEAST CORNER OF TRACT 1, AS SHOWN ON BOOK OF MAPS 2011, PAGE 412 OF THE WAKE COUNTY REGISTRY, THE POINT OF COMMENCEMENT; THENCE WITH SAID COMMON LINE NORTH 03°14'00" EAST A DISTANCE OF 844.16 FEET TO AN IRON PIPE, THE SOUTHEAST CORNER OF THE LOT SHOWN ON BOOK OF MAPS 2020, PAGE 2221; THENCE WITH SAID COMMON LINE NORTH 01°06'11" WEST A DISTANCE OF 323.18 FEET TO AN IRON PIPE; THENCE NORTH 01°07'36" WEST A DISTANCE OF 234.68 FEET TO AN IRON PIPE ON THE NORTHERN RIGHT OF WAY OF CHURCH ROAD, THE POINT OF BEGINNING; THENCE NORTH 01°07'36" WEST A DISTANCE OF 67.07 FEET TO AN IRON PIPE, THE SOUTHWEST CORNER OF MARK MALETTA; THENCE WITH SAID COMMON LINE NORTH 87°20'28" EAST A DISTANCE OF 119.26 FEET TO AN IRON PIPE ON THE NORTHERN RIGHT OF WAY OF CHURCH ROAD; THENCE WITH SAID RIGHT OF WAY, A CURVE TO THE RIGHT A RADIUS OF 5,019.54 FEET, AN ARC LENGTH OF 138.39 FEET, A CHORD BEARING OF SOUTH 58°21'31" WEST, A CHORD LENGTH OF 138.38 FEET TO THE POINT OF BEGINNING. CONTAINING 4,042 SQUARE FEET OR 0.09 ACRES.

## AFFIDAVIT OF OWNERSHIP


Application #: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

The undersigned, Matthew J. Carpenter (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

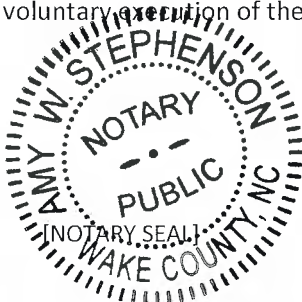
1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at New Hill Holleman Road and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated N/A, and recorded in the Wake County Register of Deeds Office on N/A, in Book N/A Page N/A.
4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on N/A, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 11/17/2023, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.


This the 30 day of January, 2024.

 (seal)  
Matthew J. Carpenter  
Type or print name

STATE OF NORTH CAROLINA  
COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Wake, hereby certify that Matthew J. Carpenter, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's \_\_\_\_\_, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.



  
Notary Public  
State of North Carolina  
My Commission Expires: October 2, 2028

**Legal Description of Property**

TRACT 1

BEING A PORTION OF TRACT 3 AS DESCRIBED IN DEED BOOK 1944, PAGE 319 OF THE WAKE COUNTY REGISTRY. MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT AN IRON PIPE ON THE NORTHERN RIGHT OF WAY OF US HIGHWAY 1, THE SOUTHEAST CORNER OF TRACT 1, AS SHOWN ON BOOK OF MAPS 2011, PAGE 412 OF THE WAKE COUNTY REGISTRY, THE POINT OF BEGINNING; THENCE WITH SAID COMMON LINE NORTH 03°14'00" EAST A DISTANCE OF 844.16 FEET TO AN IRON PIPE, THE SOUTHEAST CORNER OF THE LOT SHOWN ON BOOK OF MAPS 2020, PAGE 2221; THENCE WITH SAID COMMON LINE NORTH 01°06'11" WEST A DISTANCE OF 323.18 FEET TO AN IRON PIPE; THENCE NORTH 01°07'36" WEST A DISTANCE OF 165.72 FEET TO AN IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF CHURCH ROAD; THENCE WITH SAID RIGHT OF WAY, A CURVE TO THE LEFT, A RADIUS OF 5,079.54 FEET, AN ARC LENGTH OF 204.82 FEET, A CHORD BEARING OF NORTH 58°22'44" EAST, A CHORD LENGTH OF 204.80 FEET TO AN IRON PIPE; THENCE A CURVE TO THE LEFT, A RADIUS OF 670.49 FEET, AN ARC LENGTH OF 47.80 FEET, A CHORD BEARING OF NORTH 55°18'20" EAST, A CHORD LENGTH OF 47.79 FEET TO AN IRON PIPE; THENCE A CURVE TO THE LEFT, A RADIUS OF 303.13 FEET, AN ARC LENGTH OF 20.81 FEET, A CHORD BEARING OF NORTH 53°54'36" EAST, A CHORD LENGTH OF 20.81 FEET TO AN IRON PIPE, THE SOUTHWEST CORNER OF MARK MALETTA; THENCE WITH SAID COMMON LINE NORTH 87°20'28" EAST A DISTANCE OF 220.84 FEET TO AN IRON PIPE, THE SOUTHWEST CORNER OF LOT 1 AS SHOWN ON BOOK OF MAPS 2017, PAGE 488; THENCE WITH SAID COMMON LINE NORTH 87°01'51" EAST A DISTANCE OF 309.05 FEET TO AN IRON PIPE, THE NORTHWEST CORNER OF LOT 2 AS SHOWN ON BOOK OF MAPS 2017, PAGE 488; THENCE WITH SAID COMMON LINE SOUTH 13°59'07" EAST A DISTANCE OF 425.04 FEET TO AN IRON PIPE; THENCE NORTH 86°56'19" EAST A DISTANCE OF 374.70 FEET TO AN IRON PIPE, ON THE WESTERN RIGHT OF WAY OF NEW HILL HOLLEMAN ROAD; THENCE WITH SAID RIGHT OF WAY NORTH 86°56'01" EAST A DISTANCE OF 10.47 FEET TO AN IRON PIPE; THENCE SOUTH 13°13'14" EAST A DISTANCE OF 60.84 FEET TO AN IRON PIPE, ON THE NORTHERN RIGHT OF WAY OF US HIGHWAY 1; THENCE WITH SAID RIGHT OF WAY SOUTH 14°23'36" WEST A DISTANCE OF 11.25 FEET TO AN IRON PIPE; THENCE SOUTH 42°00'25" WEST A DISTANCE OF 445.50 FEET TO A CONCRETE MONUMENT; THENCE A CURVE TO THE RIGHT, A RADIUS OF 2,164.19 FEET, AN ARC LENGTH OF 370.44 FEET, A CHORD BEARING OF SOUTH 45°47'33" WEST, A CHORD LENGTH OF 369.99 FEET TO A CONCRETE MONUMENT; THENCE NORTH 25°45'50" WEST A DISTANCE OF 10.30 FEET TO A CONCRETE MONUMENT; THENCE A CURVE TO THE LEFT, A RADIUS OF 11,597.71 FEET, AN ARC LENGTH OF 565.72 FEET, A CHORD BEARING OF SOUTH 58°42'27" WEST, A CHORD LENGTH OF 565.66 FEET TO AN IRON PIPE; THENCE SOUTH 57°18'36" WEST A DISTANCE OF 40.99 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 32°41'24" EAST A DISTANCE OF 10.00 FEET TO AN IRON PIPE; THENCE SOUTH 57°18'52" WEST A DISTANCE OF 256.68 FEET TO THE POINT OF BEGINNING. CONTAINING 1,101,934 SQUARE FEET OR 25.30 ACRES.

TRACT 2

BEING A PORTION OF TRACT 3 AS DESCRIBED IN DEED BOOK 1944, PAGE 319 OF THE WAKE COUNTY REGISTRY. MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT AN IRON PIPE ON THE NORTHERN RIGHT OF WAY OF US HIGHWAY 1, THE SOUTHEAST CORNER OF TRACT 1, AS SHOWN ON BOOK OF MAPS 2011, PAGE 412 OF THE WAKE COUNTY REGISTRY, THE POINT OF COMMENCEMENT; THENCE WITH SAID COMMON LINE NORTH 03°14'00" EAST A DISTANCE OF 844.16 FEET TO AN IRON PIPE, THE SOUTHEAST CORNER OF THE LOT SHOWN ON BOOK OF MAPS 2020, PAGE 2221; THENCE WITH SAID COMMON LINE NORTH 01°06'11" WEST A DISTANCE OF 323.18 FEET TO AN IRON PIPE; THENCE NORTH 01°07'36" WEST A DISTANCE OF 234.68 FEET TO AN IRON PIPE ON THE NORTHERN RIGHT OF WAY OF CHURCH ROAD, THE POINT OF BEGINNING; THENCE NORTH 01°07'36" WEST A DISTANCE OF 67.07 FEET TO AN IRON PIPE, THE SOUTHWEST CORNER OF MARK MALETTA; THENCE WITH SAID COMMON LINE NORTH 87°20'28" EAST A DISTANCE OF 119.26 FEET TO AN IRON PIPE ON THE NORTHERN RIGHT OF WAY OF CHURCH ROAD; THENCE WITH SAID RIGHT OF WAY, A CURVE TO THE RIGHT A RADIUS OF 5,019.54 FEET, AN ARC LENGTH OF 138.39 FEET, A CHORD BEARING OF SOUTH 58°21'31" WEST, A CHORD LENGTH OF 138.38 FEET TO THE POINT OF BEGINNING. CONTAINING 4,042 SQUARE FEET OR 0.09 ACRES.



# Instruction Packet and Affidavit for Neighborhood Meetings

Town of Apex  
Planning Dept  
PO Box 250  
Apex, NC 27502

T: 919-249-3426  
F: 919-249-3338

This packet consists of instructions and templates for conducting a required Neighborhood Meeting. Planning staff are available to advise you in the preparation of these materials. Call the Planning Department at (919) 249-3426 for more information.

## WHAT IS THE PURPOSE OF A NEIGHBORHOOD MEETING?

A neighborhood meeting is a required form of community outreach to receive initial feedback regarding certain project types and any long range plan amendments directly associated with such projects prior to submittal to the Planning Department per the standards found in UDO Sec. 2.2.7.B. The intent of the meeting is to initiate neighbor communication and identify issues and concerns early on and provide the applicant an opportunity to address neighbor concerns about the potential impacts of the project prior to submitting an application. A pre-application neighborhood meeting is valid for six (6) months prior to the submission of an application; a delay in submission requires a new neighborhood meeting.

## WHEN IS A NEIGHBORHOOD MEETING REQUIRED?

- Rezoning (including Planned Unit Developments);
- Major Site Plans;
- Minor Site Plans for the uses "Day care facility", "Government service", "School, public or private", "Restaurant, drive-through", and "Convenience store with gas sales";
- Residential Master Subdivision Plans (excluding exempt subdivisions); or
- Special Use Permits

## INSTRUCTIONS

Prior to submitting an application for a Rezoning; Major Site Plan; Minor Site Plans for the uses "Day care facility", "Government service", "School, public or private", "Restaurant, drive-through", or "Convenience store with gas sales"; residential Master Subdivision Plan (excluding exempt subdivisions); or Special Use Permit, the applicant must conduct at least one (1) Neighborhood Meeting. **The notices for this Neighborhood Meeting shall not be mailed until after the pre-application meeting with the Technical Review Committee has been held.** This meeting may be held in-person or virtually. Virtual meetings shall provide a dial-in option in addition to a link to participate by internet. The applicant shall submit all forms included in this packet with the initial application submittal.

A second Neighborhood Meeting is required for all Rezoning (including Planned Unit Developments). This meeting shall be held in the month preceding the anticipated public hearing date.

The Neighborhood Meeting must be held in accordance with the following rules:

### These groups and individuals must be invited to the meeting:

- The applicant is required to notify the Planning Department, all property owners and tenants abutting and within 300 feet of the subject property, and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance

of the neighborhood meeting, not including the day of mailing. The applicant shall send an email to [addressing.team@apexnc.org](mailto:addressing.team@apexnc.org) to request the notification list as early as possible in order to receive the list in time for the mailing. The list will be provided within 5-10 business days of the initial request. The applicant shall use their own return address on the envelopes as the meeting is a private meeting between the applicant and the neighbors. An updated list shall be provided by Planning staff prior to the required 2<sup>nd</sup> meeting for Rezoning applications.

- The applicant shall include with the meeting notice a vicinity map in addition to the materials listed under “Mailing and handout requirements” below.

**The meeting must be held within specific timeframes and meet certain requirements:**

- For all applications except Rezonings, the meeting must be held for a minimum of two (2) hours, Monday through Thursday, during the 5:00 p.m. - 9:00 p.m. time period.
- For Rezoning, two (2) meetings are required. The first meeting must be held prior to submittal of the application and the second meeting must be held in the month preceding the anticipated public hearing date. The meetings must be held for a minimum of one (1) hour each, Monday through Thursday, during the 5:00 p.m. - 9:00 p.m. time period.
- Meetings cannot be held on Town recognized holidays (<http://www.apexnc.org/calendar.aspx>).
- In-person meetings:
  - Meeting shall be held at a place that is generally accessible to neighbors that reside in close proximity to the land subject to the application.
  - A sign-in sheet must be used in order to verify attendance. Ensure each attendee signs in. Please note if any person(s) refuses to sign in. Note if no one attended.
- Virtual meetings:
  - Meeting shall be held via an interactive online video conferencing software such as Microsoft Teams, Zoom, WebEx, or any similar platform of the applicant’s choice. A dial-in option shall be provided.
  - An attendance sheet must be used to log known attendees at the virtual meeting. Note if no one attended.
- Mailing and handout requirements to help facilitate discussion:
  - For rezonings (excluding rezonings to PUD-CZ, TND-CZ and MEC-CZ):
    - A vicinity map and existing zoning map of the area; and
    - An exhibit(s) showing any proposed long range plan amendment(s), if applicable.
  - For rezonings to PUD-CZ, TND-CZ and MEC-CZ; Major Site Plans; Minor Site Plans for the uses “Day care facility”, “Government service”, “School, public or private”, “Restaurant, drive-through”, and “Convenience store with gas sales”; residential Master Subdivision Plans; and Special Use Permits:
    - A vicinity map and preliminary plans of the proposed development. Neighbors may request emailed/mailed copies of the maps or plans from the applicant by checking the “send plans” box on the sign-in sheet; applicant shall provide reduced copies upon request. For virtual meetings, the applicant must ask meeting participants if they would like any materials emailed/mailed to them; and
    - An exhibit showing any proposed long range plan amendment(s), if applicable.
  - Printed copies (handouts) must equal the number of notices required to be sent.
  - Contact information for the applicant’s representative and Town Staff must be provided on the attached “Project Contact Information” form.
  - “Common Construction Issues & Who to Call” sheet (attached) must be included as part of the mailing/handout.
  - A copy of the handout must be included as part of the Neighborhood Meeting report.



- The agenda of the meeting shall include:
  - Explanation of all processes the meeting is being held for (rezoning, subdivision, etc.).
  - Explanation of future meetings (additional neighborhood meetings, Planning Board, Town Council, etc.).
  - Explanation of development proposal – uses and conditions for rezonings, layout for subdivision and site plans, and builder/end user if known/public knowledge.
- Questions or concerns by attendees, and responses by the applicant, if any, must be noted. For in-person meetings, provide blank comment sheets or notecards for neighbors to submit written comments. For virtual meetings, copy all questions and answers entered into the meeting’s chat feature before closing the meeting and save them into a document. The applicant shall also include any questions and concerns received via written correspondence (such as email) or phone call along with responses provided by the applicant.
- The applicant shall be responsible for notifying any neighbors who check the “Send Plans & Updates” box on the sign-in sheet or who otherwise request to be updated of any additional neighborhood meetings and the actual submittal date to the Town with a link to the Town of Apex’s Interactive Development Map.

**For accountability purposes, please submit the following with your application:**

- A copy of the letter mailed to the Planning Department, neighbors, and neighborhood organizations (use attached invitation template);
- A list of those persons and neighborhood organizations invited to the meeting;
- A copy of the sign-in sheet (use attached sign-in sheet template);
- A summary of the meeting and a list of any changes made to the project as a result of the neighborhood comments (use attached meeting summary template);
- The affidavit, signed, dated, and notarized (use attached affidavit template); and
- One (1) reduced copy of the maps and/or plans included in the invitation and presented to the neighbors at the Neighborhood Meeting.

# NOTICE OF NEIGHBORHOOD MEETING

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

January 11, 2024

Date

Dear Neighbor:

You are invited to a neighborhood meeting to review and discuss the development proposal at  
New Hill Holleman Road A portion of PIN 0629623563

Address(es)

PIN(s)

in accordance with the Town of Apex Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, please refer to the Project Contact Information page for ways to contact the applicant. Notified neighbors may request that the applicant provide updates and send plans via email or mail. Once an application has been submitted to the Town, it may be tracked using the [Interactive Development Map](#) or the [Apex Development Report](#) located on the Town of Apex website at <http://www.apexnc.org/180>. Applications for Rezoning must hold a second Neighborhood Meeting in the month prior to the anticipated public hearing date.

A Neighborhood Meeting is required because this project includes (check all that apply):

Application Type		Approving Authority
<input checked="" type="checkbox"/>	Rezoning (including Planned Unit Development)	Town Council
<input checked="" type="checkbox"/>	Major Site Plan	Technical Review Committee (staff)
<input type="checkbox"/>	Minor Site Plan for the uses "Day care facility", "Government service", "School, public or private", "Restaurant, drive-through", or "Convenience store with gas sales"	Technical Review Committee (staff)
<input type="checkbox"/>	Special Use Permit	Board of Adjustment (QJPH*)
<input checked="" type="checkbox"/>	Residential Master Subdivision Plan (excludes exempt subdivisions)	Technical Review Committee (staff)

\*Quasi-Judicial Public Hearing: The Board of Adjustment cannot discuss the project prior to the public hearing.

The following is a description of the proposal (also see attached map(s) and/or plan sheet(s)):

The applicant is proposing to rezone the property to Office Institutional Conditional (OI-CZ),

Business 1 Conditional (B1-CZ), or another district that permits a mix of non-residential uses.

Estimated submittal date: February 1, 2024

## MEETING INFORMATION:

Property Owner(s) name(s): TKC CCCXIX, LLC

Applicant(s): TKC CCCXIX, LLC c/o Matthew Carpenter

Contact information (email/phone): matthewcarpenter@parkerpoe.com; (919) 835-4032

Meeting Address: Virtual (Zoom) - See attached notice letter

Date/Time of meeting\*\*: January 25, 2024

Welcome: 6:00 PM

Project Presentation: between 6:00 PM - 7:00 PM

Question & Answer: between 6:00 PM - 7:00 PM

\*\*Meetings shall occur between 5:00 p.m.-9:00 p.m. on a Monday through Thursday (excluding Town recognized holidays). If you have questions about the general process for this application, please contact the Planning Department at 919-249-3426. You may also find information about the Apex Planning Department and on-going planning efforts at <http://www.apexnc.org/180>.



To: Neighboring Property Owners and Tenants  
From: Matthew J. Carpenter  
Date: January 11, 2024  
  
Re: Notice of Virtual Neighborhood Meeting

You are invited to attend a virtual neighborhood meeting on January 25, 2024 at 6:00 PM to discuss an upcoming application to rezone an approximately 25.68-acre property located at the northwest corner of the intersection of New Hill Holleman Road and US-1 (a portion of PIN 0629623563) as more particularly shown on the attached Vicinity Map (the "Property"). The Property is currently zoned Highway District (HD)(Wake Co.), and the proposal is to rezone the Property to Office Institutional Conditional (OI-CZ), Business 1 Conditional (B1-CZ), or another mixed-use designation. A corresponding annexation petition will be filed in conjunction with the rezoning application.

During the meeting, the applicant will describe the nature of the rezoning request and field any questions from the public. Enclosed are: (1) a vicinity map outlining the location of the requested portion of parcel; (2) a zoning map of the subject area; (3) a project contact information sheet; and (4) a common construction issues & who to call information sheet.

The meeting will be held virtually. You can participate online via Zoom or by telephone. To participate in the Zoom online meeting:

Visit:	<a href="https://zoom.us/join">https://zoom.us/join</a>
Enter the following meeting ID:	819 2352 7862
Enter the following password:	191624

To participate by telephone:

Dial:	1 929 205 6099
Enter the following meeting ID:	819 2352 7862
Enter the Participant ID:	#
Enter the Meeting password:	191624

If you have any questions about this rezoning, please contact me at (919) 835-4032 or via email at [matthewcarpenter@parkerpoe.com](mailto:matthewcarpenter@parkerpoe.com).

Sincerely,

A handwritten signature in blue ink, appearing to read 'Matthew Carpenter', written over a light blue circular background.

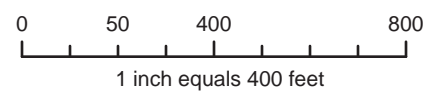
Matthew Carpenter





*a portion of* PIN 0629623563

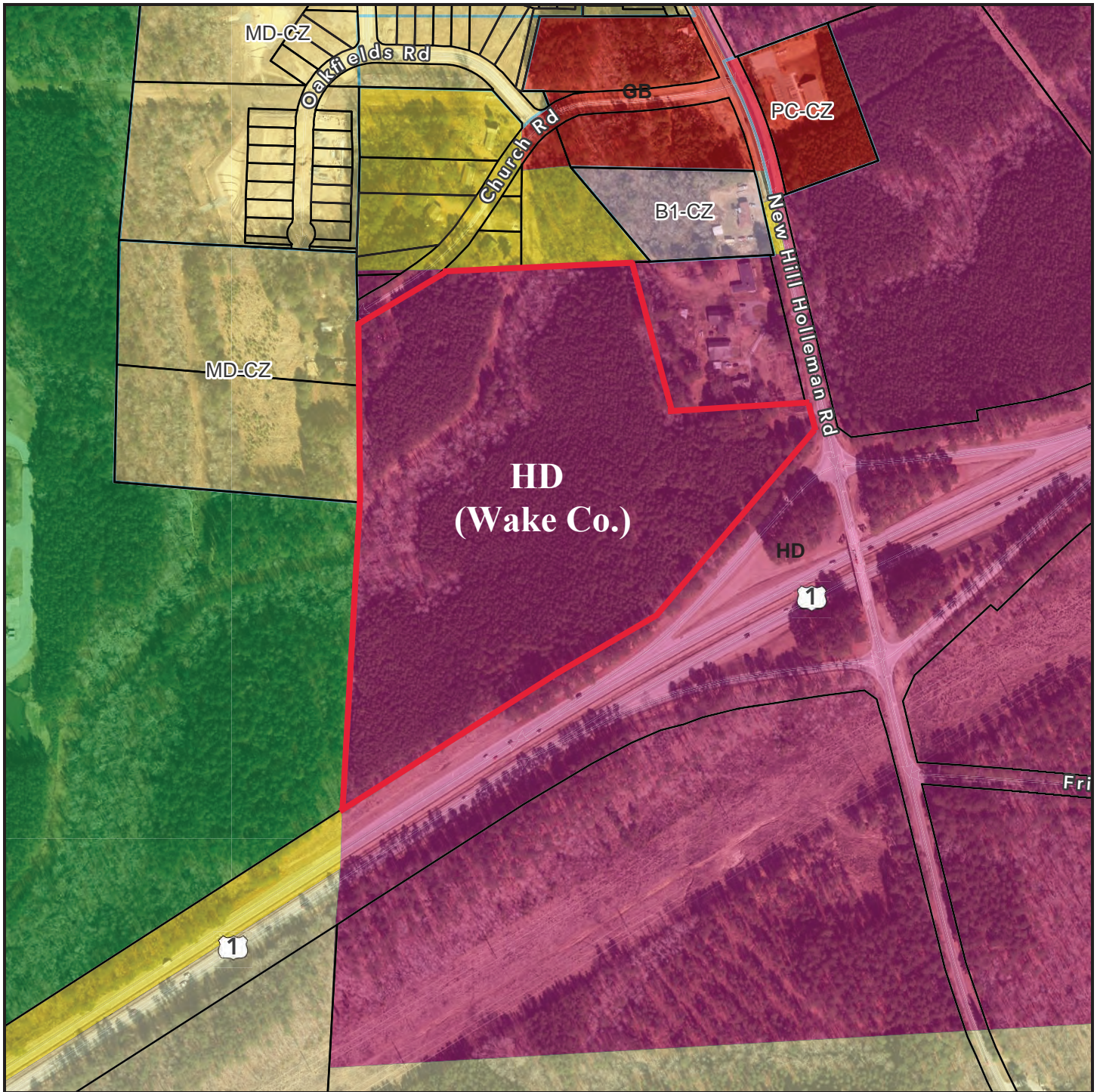
## Vicinity Map



### **Disclaimer**

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

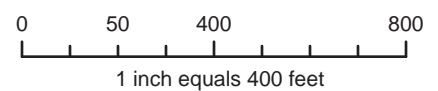




*a portion of* PIN 0629623563

## Zoning Map

**Current Zoning: HD (Wake Co.)**



### Disclaimer

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# PROJECT CONTACT INFORMATION

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

## Development Contacts:

Project Name: Apex YMCA Zoning: Highway District (HD) (Wake Co.)

Location: New Hill Holleman Road

Property PIN(s): A portion of PIN 0629623563 Acreage/Square Feet: 25.68 acres

Property Owner: TKC CCCXIX, LLC

Address: 1775 Graham Avenue, Suite 201

City: Henderson State: NC Zip: 27536-2997

Phone: n/a Email: n/a

Developer: The Keith Corporation c/o Matthew Carpenter

Address: 301 Fayetteville Street, Suite1400

City: Raleigh State: NC Zip: 27601

Phone: (919) 835-4032 Fax: n/a Email: matthewcarpenter@parkerpoe.com

Engineer: McAdams

Address: 621 Hillsborough Street, Suite 500

City: Raleigh State: NC Zip: 27603

Phone: (919) 361-5000 Fax: n/a Email: decker@mcadamsco.com

Builder (if known): The Keith Corporation c/o Matthew Carpenter

Address: 301 Fayetteville Street, Suite1400

City: Raleigh State: NC Zip: 27601

Phone: (919) 835-4032 Fax: n/a Email: matthewcarpenter@parkerpoe.com

**Please note that Town staff will not have complete information about a proposed development until the application is submitted for review. If you have a question about Town development standards and how they relate to the proposed development, please contact the appropriate staff person listed below.**

## Town of Apex Department Contacts

Planning Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks Planning Project Manager	(919) 372-7468
Public Works - Transportation Russell Dalton, Traffic Engineering Manager	(919) 249-3358
Water Resources Department Jessica Bolin, Environmental Engineering Manager (Stormwater, Sedimentation & Erosion Control)	(919) 249-3537
Matt Echols, Utility Engineering Manager (Water & Sewer)	(919) 372-7505
Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(919) 249-3342



# COMMON CONSTRUCTION ISSUES & WHO TO CALL

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.

<b>Noise &amp; Hours of Construction:</b>	<b>Non-Emergency Police</b>	<b>919-362-8661</b>
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Noise from tree removal, grading, excavating, paving, and building structures is a routine part of the construction process. The Town generally limits construction hours from 7:00 a.m. to 8:30 p.m. so that there are quiet times even during the construction process. Note that construction outside of these hours is allowed with special permission from the Town when it makes more sense to have the construction occur at night, often to avoid traffic issues. In addition, the Town limits hours of blasting rock to Monday through Friday from 8:00 a.m. to 5:00 p.m. Report violations of construction hours and other noise complaints to the Non-Emergency Police phone number at 919-362-8661.

<b>Construction Traffic:</b>	<b>James Misciagno</b>	<b>919-372-7470</b>
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Construction truck traffic will be heavy throughout the development process, including but not limited to removal of trees from site, loads of dirt coming in and/or out of the site, construction materials such as brick and wood brought to the site, asphalt and concrete trucks come in to pave, etc. The Town requires a construction entrance that is graveled to try to prevent as much dirt from leaving the site as possible. If dirt does get into the road, the Town can require they clean the street (see "Dirt in the Road" below).

<b>Road Damage &amp; Traffic Control:</b>	<b>Water Resources – Infrastructure Inspections</b>	<b>919-362-8166</b>
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There can be issues with roadway damage, roadway improvements, and traffic control. Potholes, rutting, inadequate lanes/signing/stripping, poor traffic control, blocked sidewalks/paths are all common issues that should be reported to Water Resources – Infrastructure Inspections at 919-249-3427. The Town will get NCDOT involved if needed.

<b>Parking Violations:</b>	<b>Non-Emergency Police</b>	<b>919-362-8661</b>
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Unless a neighbor gives permission, there should be no construction parking in neighbors' driveways or on their property. Note that parking in the right-of-way is allowed, but Town regulations prohibit parking within 15 feet of driveways so as not to block sight triangles. Trespassing and parking complaints should be reported to the Non-Emergency Police phone number at 919-362-8661.

<b>Dirt in the Road:</b>	<b>James Misciagno</b>	<b>919-372-7470</b>
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Sediment (dirt) and mud gets into the existing roads due to rain events and/or vehicle traffic. These incidents should be reported to James Misciagno. He will coordinate the cleaning of the roadways with the developer.

<b>Dirt on Properties or in Streams:</b>	<b>James Misciagno</b> <b>Danny Smith</b>	<b>919-372-7470</b> <b><a href="mailto:Danny.Smith@ncdenr.gov">Danny.Smith@ncdenr.gov</a></b>
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Sediment (dirt) can leave the site and get onto adjacent properties or into streams and stream buffers; it is typically transported off-site by rain events. These incidents should be reported to James Misciagno at 919-372-7470 so that he can coordinate the appropriate repairs with the developer. Impacts to the streams and stream buffers should also be reported to Danny Smith ([danny.smith@ncdenr.gov](mailto:danny.smith@ncdenr.gov)) with the State.

<b>Dust:</b>	<b>James Misciagno</b>	<b>919-372-7470</b>
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During dry weather dust often becomes a problem blowing into existing neighborhoods or roadways. These incidents should be reported to James Misciagno at 919-372-7470 so that he can coordinate the use of water trucks onsite with the grading contractor to help control the dust.

<b>Trash:</b>	<b>James Misciagno</b>	<b>919-372-7470</b>
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Excessive garbage and construction debris can blow around on a site or even off of the site. These incidents should be reported to James Misciagno at 919-372-7470. He will coordinate the cleanup and trash collection with the developer/home builder.

<b>Temporary Sediment Basins:</b>	<b>James Misciagno</b>	<b>919-372-7470</b>
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Temporary sediment basins during construction (prior to the conversion to the final stormwater pond) are often quite unattractive. Concerns should be reported to James Misciagno at 919-372-7470 so that he can coordinate the cleaning and/or mowing of the slopes and bottom of the pond with the developer.

<b>Stormwater Control Measures:</b>	<b>Jessica Bolin</b>	<b>919-249-3537</b>
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Post-construction concerns related to Stormwater Control Measures (typically a stormwater pond) such as conversion and long-term maintenance should be reported to Jessica Bolin at 919-249-3537.

<b>Electric Utility Installation:</b>	<b>Rodney Smith</b>	<b>919-249-3342</b>
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Concerns with electric utility installation can be addressed by the Apex Electric Utilities Department. Contact Rodney Smith at 919-249-3342.



# NEIGHBORHOOD MEETING SIGN-IN SHEET

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

Meeting Address: virtually via Zoom  
 Date of meeting: January 25, 2024 Time of meeting: 6:00  
 Property Owner(s) name(s): TKC CCCXIX, LLC, a North Carolina limited liability company  
 Applicant(s): Same as Property Owner

Please print your name below, state your address and/or affiliation with a neighborhood group, and provide your phone number and email address. Providing your name below does not represent support or opposition to the project; it is for documentation purposes only. For virtual meetings, applicants must include all known participants and request the information below.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	Stanley Evans	5128 Church Road			
2.	Shelia Morrison	3116 New Hill Holleman Road			
3.					<input type="checkbox"/>
4.					<input type="checkbox"/>
5.					<input type="checkbox"/>
6.					<input type="checkbox"/>
7.					<input type="checkbox"/>
8.					<input type="checkbox"/>
9.					<input type="checkbox"/>
10.					<input type="checkbox"/>
11.					<input type="checkbox"/>
12.					<input type="checkbox"/>
13.					<input type="checkbox"/>
14.					<input type="checkbox"/>

Use additional sheets, if necessary.

# SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

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

Property Owner(s) name(s): TKC CCCXIX, LLC, a North Carolina limited liability company

Applicant(s): Same as Property Owner

Contact information (email/phone): 02.01.2024

Meeting Address: virtually via Zoom

Date of meeting: January 25, 2024 Time of meeting: 6:00

Please summarize the questions/comments and your responses from the Neighborhood Meeting or emails/phone calls received in the spaces below (attach additional sheets, if necessary). Please state if/how the project has been modified in response to any concerns. The response should not be “Noted” or “No Response”. There has to be documentation of what consideration the neighbor’s concern was given and justification for why no change was deemed warranted.

Question/Concern #1:  
See attached

Applicant’s Response:

Question/Concern #2:

Applicant’s Response:

Question/Concern #3:

Applicant’s Response:

Question/Concern #4:

Applicant’s Response:

## **New Hill Holleman Road Rezoning Summary of First Neighborhood Meeting**

- I. WELCOME
  - a. Introduction of development team and explanation of purpose of meeting.
  - b. Examples of other projects completed by the developer.
- II. PRESENTATION
  - a. Site Overview - location, existing uses adjacent, and surrounding development in progress including Holleman Hills and Amgen.
  - b. 2045 Land Use Map
    - i. Purpose of the LUM and how it will be used by staff and Council to evaluate the rezoning request.
    - ii. Office Employment/Commercial Services designation recommends a variety of non-residential uses at the intersection of US-1 and New Hill Holleman Road.
  - c. Current and Proposed Zoning
    - i. Current zoning is Highway District (HD) in Wake County. Request is to rezone the property to Planned Commercial Conditional Zoning (PC-CZ) in the Town of Apex's jurisdiction to allow the development of a new YMCA or a mix of non-residential uses (retail, office, etc.).
    - ii. The proposed district is a conditional district which allows us to add conditions to the property such as limiting the list of uses that can be developed on the property. We're still working on the list of permitted uses which will be included in our application submittal.
  - d. Rezoning Process and Timeline
    - i. February 1 application submittal. After submittal, the process involves several months of staff review, an Environmental Advisory Board meeting, a second neighborhood meeting, and public hearings at Planning Board and Town Council. Planning Board votes whether to recommend approval of the case to Council and Council makes the final decision.
    - ii. You can stay up to date on the case by contacting us directly or by visiting the Town of Apex website.
- III. QUESTION AND ANSWER
  - a. Will there be buffers?
    - i. Yes, the UDO requires planted buffers adjacent to existing residential uses. For the buffers, we work with Town staff to leave existing tree coverage where it exists in the buffer and supplement plantings where needed.
  - b. Concerns about traffic
    - i. As part of the project, we will complete a TIA which will recommend certain road improvements. The TIA has not been finalized, so we don't know exactly what improvements will be required at this time. However, we expect turn lanes may be required on Church Road and possibly other improvements on New Hill Holleman Road.
  - c. Will the proposed rezoning change the zoning designation of my property?
    - i. No, the requested rezoning is only for the 25-acre parcel owned by the Keith Corp. We're not proposing to rezone your property and could not without your consent and signature.

- d. Can you tell us about the project across the street?
  - i. That's a separate rezoning case being brought by a different developer and is slightly ahead of this case. That case is currently in staff review and is generally for a mix of non-residential and residential uses. I'm happy to email you additional information about that case. You can also reach out to planning staff.
- di. What will you do about light pollution?
  - i. The Town's UDO has fairly strict lighting requirements that require exterior lighting to be designed to limit impact on adjacent properties. We'll review the lighting standards to see if there are any conditions we can add to help.

# AFFIDAVIT OF CONDUCTING A NEIGHBORHOOD MEETING, SIGN-IN SHEET AND ISSUES/RESPONSES SUBMITTAL

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

I, Matthew J. Carpenter, do hereby declare as follows:  
Print Name

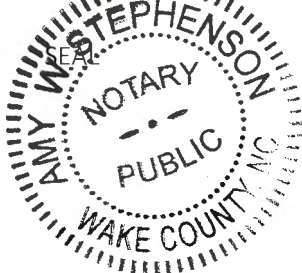
1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Minor Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7.B *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Planning Department, all property owners and tenants abutting and within 300 feet of the subject property and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the Neighborhood Meeting.
3. The meeting was conducted at virtually via Zoom (location/address) on January 25, 2024 (date) from 6:00 PM (start time) to 7:00 PM (end time).
4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.

1/30/2024  
Date

By: [Signature]

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Matthew J. Carpenter, a Notary Public for the above State and County, on this the 30th day of January, 2024.



Amy W. Stephenson  
Notary Public  
Amy W. Stephenson  
Print Name

My Commission Expires: October 2, 2028

# AFFIDAVIT OF CONDUCTING A NEIGHBORHOOD MEETING, SIGN-IN SHEET AND ISSUES/RESPONSES SUBMITTAL

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

I, Matthew J. Carpenter, do hereby declare as follows:  
Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Minor Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7.B *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Planning Department, all property owners and tenants abutting and within 300 feet of the subject property and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the Neighborhood Meeting.
3. The meeting was conducted at Virtually via Zoom (location/address) on 4/17/2024 (date) from 6:00 PM (start time) to 7:00 PM (end time).
4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.

4/22/2024  
Date

By: [Signature]

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Agnieszka Blanchard, a Notary Public for the above State and County, on this the 22 day of April, 2024.

SEAL



Agnieszka Blanchard  
Notary Public  
Agnieszka Blanchard  
Print Name

My Commission Expires: 11/27/2028



# NOTICE OF NEIGHBORHOOD MEETING

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

April 3, 2024

Date

Dear Neighbor:

You are invited to a neighborhood meeting to review and discuss the development proposal at  
Church Road 0619986598 and 0619992186

Address(es)

PIN(s)

in accordance with the Town of Apex Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, please refer to the Project Contact Information page for ways to contact the applicant. Notified neighbors may request that the applicant provide updates and send plans via email or mail. Once an application has been submitted to the Town, it may be tracked using the [Interactive Development Map](#) or the [Apex Development Report](#) located on the Town of Apex website at <http://www.apexnc.org/180>. Applications for Rezoning must hold a second Neighborhood Meeting in the month prior to the anticipated public hearing date.

A Neighborhood Meeting is required because this project includes (check all that apply):

Application Type	Approving Authority
<input checked="" type="checkbox"/> Rezoning (including Planned Unit Development)	Town Council
<input type="checkbox"/> Major Site Plan	Technical Review Committee (staff)
<input type="checkbox"/> Minor Site Plan for the uses "Day care facility", "Government service", "School, public or private", "Restaurant, drive-through", or "Convenience store with gas sales"	Technical Review Committee (staff)
<input type="checkbox"/> Special Use Permit	Board of Adjustment (QJPH*)
<input type="checkbox"/> Residential Master Subdivision Plan (excludes exempt subdivisions)	Technical Review Committee (staff)

\*Quasi-Judicial Public Hearing: The Board of Adjustment cannot discuss the project prior to the public hearing.

The following is a description of the proposal (also see attached map(s) and/or plan sheet(s)):

The applicant is proposing to rezone the property to Planned Commercial-Conditional Zoning (PC-CZ)

to allow for a mixture of non-residential uses permitted within the district.

Estimated submittal date: Application was submitted on February 1, 2024

## MEETING INFORMATION:

Property Owner(s) name(s): TKC CCCXIX, LLC

Applicant(s): TKC CCCXIX, LLC c/o Matthew Carpenter

Contact information (email/phone): matthewcarpenter@parkerpoe.com; (919) 835-4032

Meeting Address: Virtual (Zoom) - See attached notice letter

Date/Time of meeting\*\*: April 17, 2024

Welcome: 6:00 PM

Project Presentation: between 6:00 PM - 7:00PM

Question & Answer: between 6:00 PM - 7:00PM

\*\*Meetings shall occur between 5:00 p.m.-9:00 p.m. on a Monday through Thursday (excluding Town recognized holidays). If you have questions about the general process for this application, please contact the Planning Department at 919-249-3426. You may also find information about the Apex Planning Department and on-going planning efforts at <http://www.apexnc.org/180>.



To: Neighboring Property Owners and Tenants  
From: Matthew J. Carpenter  
Date: April 3, 2024  
  
Re: Notice of Second Virtual Neighborhood Meeting

You are invited to attend a second virtual neighborhood meeting on April 17, 2024 at 6:00 PM to discuss 24CZ03, the proposed rezoning of 2 parcels of land located on Church Road (PINs 0619986598 and 0619992186) as more particularly shown on the attached Vicinity Map (the "Property"). The Property is currently zoned Highway District (HD) (Wake Co.), and the proposal is to rezone the Property to Planned Commercial-Conditional Zoning (PC-CZ). A corresponding annexation petition has been filed in conjunction with the rezoning application.

During the meeting, the applicant will describe the nature of the rezoning request, provide updates since the first neighborhood meeting, and field any questions from the public. Enclosed are: (1) a vicinity map outlining the location of the subject parcels; (2) a zoning map of the subject area; (3) a project contact information sheet; and (4) a common construction issues & who to call information sheet.

The meeting will be held virtually. You can participate online via Zoom or by telephone. To participate in the Zoom online meeting:

Visit:	<a href="https://zoom.us/join">https://zoom.us/join</a>
Enter the following meeting ID:	818 9162 3498
Enter the following password:	281404

To participate by telephone:

Dial:	1 929 205 6099
Enter the following meeting ID:	818 9162 3498
Enter the Participant ID:	#
Enter the Meeting password:	281404

If you have any questions about this rezoning, please contact me at (919) 835-4032 or via email at [matthewcarpenter@parkerpoe.com](mailto:matthewcarpenter@parkerpoe.com).

Sincerely,

A handwritten signature in blue ink, appearing to read 'Matthew Carpenter', written over a blue circular stamp. The signature is fluid and cursive.

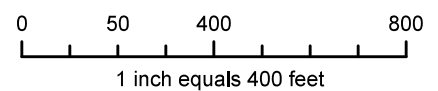
Matthew Carpenter





## Church Road (PINs 0619986598 and 0619992186)

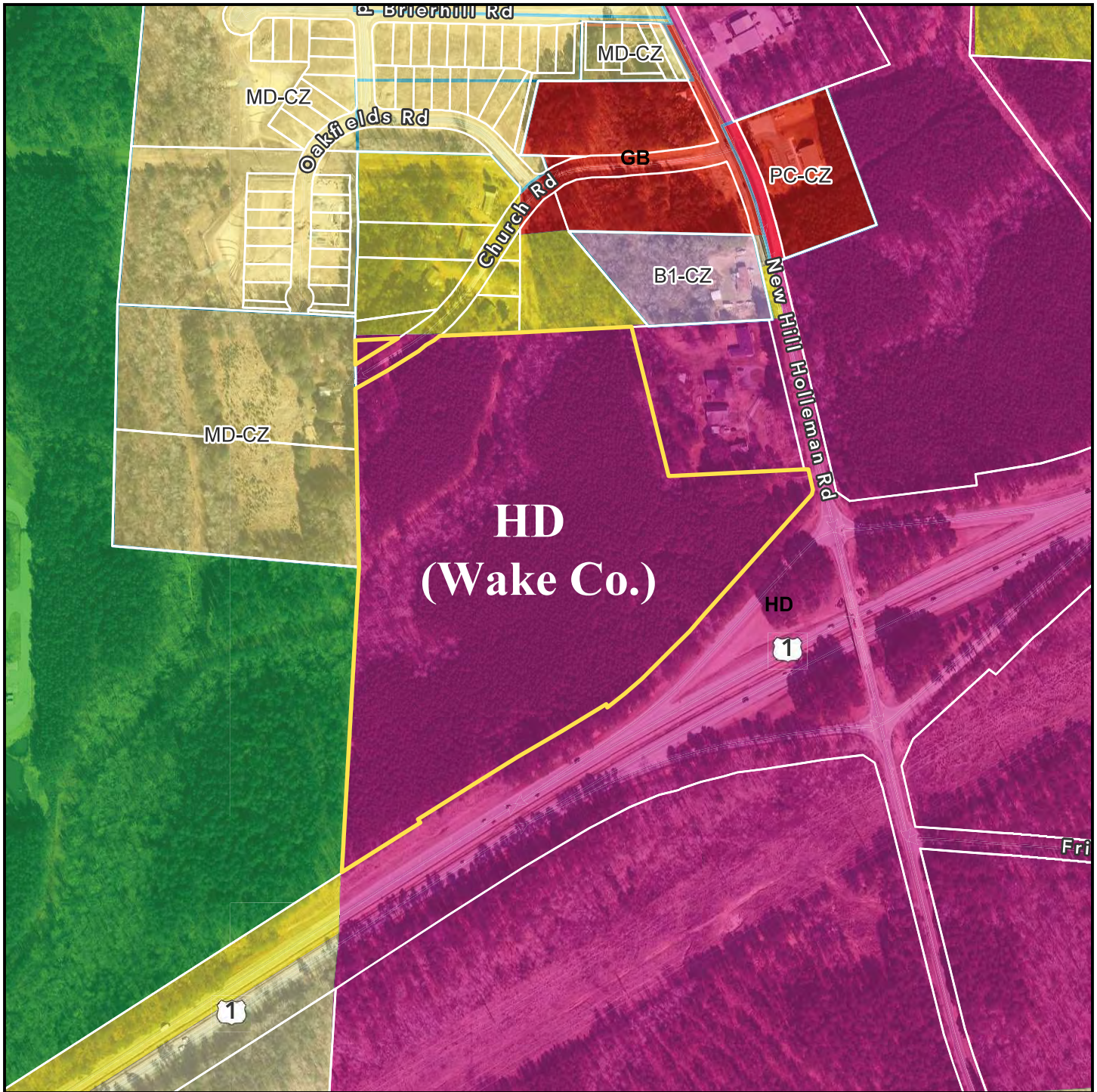
## Vicinity Map



### **Disclaimer**

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

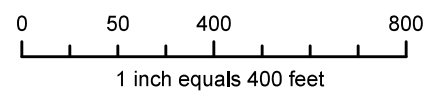




# Church Road (PINs 0619986598 and 0619992186)

## Zoning Map

**Current Zoning: HD (Wake Co.)**



### Disclaimer

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# PROJECT CONTACT INFORMATION

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

## Development Contacts:

Project Name: Rezoning Case #24CZ03 New Hill Holleman Road Zoning: Highway District (HD) (Wake Co.)

Location: New Hill Holleman Road

Property PIN(s): 0619986598 and 0619992186 Acreage/Square Feet: 25.68 acres

Property Owner: TKC CCCXIX, LLC

Address: 1775 Graham Avenue, Suite 201

City: Henderson State: NC Zip: 27536-2997

Phone: n/a Email: n/a

Developer: The Keith Corporation c/o Matthew Carpenter

Address: 301 Fayetteville Street, Suite1400

City: Raleigh State: NC Zip: 27601

Phone: (919) 835-4032 Fax: n/a Email: matthewcarpenter@parkerpoe.com

Engineer: McAdams

Address: 621 Hillsborough Street, Suite 500

City: Raleigh State: NC Zip: 27603

Phone: (919) 361-5000 Fax: n/a Email: decker@mcadamsco.com

Builder (if known): The Keith Corporation c/o Matthew Carpenter

Address: 301 Fayetteville Street, Suite1400

City: Raleigh State: NC Zip: 27601

Phone: (919) 835-4032 Fax: n/a Email: matthewcarpenter@parkerpoe.com

**Please note that Town staff will not have complete information about a proposed development until the application is submitted for review. If you have a question about Town development standards and how they relate to the proposed development, please contact the appropriate staff person listed below.**

## Town of Apex Department Contacts

Planning Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks Planning Project Manager	(919) 372-7468
Public Works - Transportation Russell Dalton, Traffic Engineering Manager	(919) 249-3358
Water Resources Department Jessica Bolin, Environmental Engineering Manager (Stormwater, Sedimentation & Erosion Control)	(919) 249-3537
Matt Echols, Utility Engineering Manager (Water & Sewer)	(919) 372-7505
Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(919) 249-3342



# COMMON CONSTRUCTION ISSUES & WHO TO CALL

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.

<b>Noise &amp; Hours of Construction:</b>	<b>Non-Emergency Police</b>	<b>919-362-8661</b>
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Noise from tree removal, grading, excavating, paving, and building structures is a routine part of the construction process. The Town generally limits construction hours from 7:00 a.m. to 8:30 p.m. so that there are quiet times even during the construction process. Note that construction outside of these hours is allowed with special permission from the Town when it makes more sense to have the construction occur at night, often to avoid traffic issues. In addition, the Town limits hours of blasting rock to Monday through Friday from 8:00 a.m. to 5:00 p.m. Report violations of construction hours and other noise complaints to the Non-Emergency Police phone number at 919-362-8661.

<b>Construction Traffic:</b>	<b>James Misciagno</b>	<b>919-372-7470</b>
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Construction truck traffic will be heavy throughout the development process, including but not limited to removal of trees from site, loads of dirt coming in and/or out of the site, construction materials such as brick and wood brought to the site, asphalt and concrete trucks come in to pave, etc. The Town requires a construction entrance that is graveled to try to prevent as much dirt from leaving the site as possible. If dirt does get into the road, the Town can require they clean the street (see "Dirt in the Road" below).

<b>Road Damage &amp; Traffic Control:</b>	<b>Water Resources – Infrastructure Inspections</b>	<b>919-362-8166</b>
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There can be issues with roadway damage, roadway improvements, and traffic control. Potholes, rutting, inadequate lanes/signing/stripping, poor traffic control, blocked sidewalks/paths are all common issues that should be reported to Water Resources – Infrastructure Inspections at 919-249-3427. The Town will get NCDOT involved if needed.

<b>Parking Violations:</b>	<b>Non-Emergency Police</b>	<b>919-362-8661</b>
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Unless a neighbor gives permission, there should be no construction parking in neighbors' driveways or on their property. Note that parking in the right-of-way is allowed, but Town regulations prohibit parking within 15 feet of driveways so as not to block sight triangles. Trespassing and parking complaints should be reported to the Non-Emergency Police phone number at 919-362-8661.

<b>Dirt in the Road:</b>	<b>James Misciagno</b>	<b>919-372-7470</b>
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Sediment (dirt) and mud gets into the existing roads due to rain events and/or vehicle traffic. These incidents should be reported to James Misciagno. He will coordinate the cleaning of the roadways with the developer.

<b>Dirt on Properties or in Streams:</b>	<b>James Misciagno</b> <b>Danny Smith</b>	<b>919-372-7470</b> <b><a href="mailto:Danny.Smith@ncdenr.gov">Danny.Smith@ncdenr.gov</a></b>
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Sediment (dirt) can leave the site and get onto adjacent properties or into streams and stream buffers; it is typically transported off-site by rain events. These incidents should be reported to James Misciagno at 919-372-7470 so that he can coordinate the appropriate repairs with the developer. Impacts to the streams and stream buffers should also be reported to Danny Smith ([danny.smith@ncdenr.gov](mailto:danny.smith@ncdenr.gov)) with the State.

<b>Dust:</b>	<b>James Misciagno</b>	<b>919-372-7470</b>
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During dry weather dust often becomes a problem blowing into existing neighborhoods or roadways. These incidents should be reported to James Misciagno at 919-372-7470 so that he can coordinate the use of water trucks onsite with the grading contractor to help control the dust.

<b>Trash:</b>	<b>James Misciagno</b>	<b>919-372-7470</b>
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Excessive garbage and construction debris can blow around on a site or even off of the site. These incidents should be reported to James Misciagno at 919-372-7470. He will coordinate the cleanup and trash collection with the developer/home builder.

<b>Temporary Sediment Basins:</b>	<b>James Misciagno</b>	<b>919-372-7470</b>
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Temporary sediment basins during construction (prior to the conversion to the final stormwater pond) are often quite unattractive. Concerns should be reported to James Misciagno at 919-372-7470 so that he can coordinate the cleaning and/or mowing of the slopes and bottom of the pond with the developer.

<b>Stormwater Control Measures:</b>	<b>Jessica Bolin</b>	<b>919-249-3537</b>
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Post-construction concerns related to Stormwater Control Measures (typically a stormwater pond) such as conversion and long-term maintenance should be reported to Jessica Bolin at 919-249-3537.

<b>Electric Utility Installation:</b>	<b>Rodney Smith</b>	<b>919-249-3342</b>
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Concerns with electric utility installation can be addressed by the Apex Electric Utilities Department. Contact Rodney Smith at 919-249-3342.

# NEIGHBORHOOD MEETING SIGN-IN SHEET

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

Meeting Address: Virtual via Zoom

Date of meeting: April 17, 2024 Time of meeting: 6:00 - 7:00 PM

Property Owner(s) name(s): TKC CCCXIX LLC

Applicant(s): TKC CCCXIX LLC

Please print your name below, state your address and/or affiliation with a neighborhood group, and provide your phone number and email address. Providing your name below does not represent support or opposition to the project; it is for documentation purposes only. For virtual meetings, applicants must include all known participants and request the information below.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	No neighbors attended the meeting				<input type="checkbox"/>
2.					<input type="checkbox"/>
3.					<input type="checkbox"/>
4.					<input type="checkbox"/>
5.					<input type="checkbox"/>
6.					<input type="checkbox"/>
7.					<input type="checkbox"/>
8.					<input type="checkbox"/>
9.					<input type="checkbox"/>
10.					<input type="checkbox"/>
11.					<input type="checkbox"/>
12.					<input type="checkbox"/>
13.					<input type="checkbox"/>
14.					<input type="checkbox"/>

Use additional sheets, if necessary.



# SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

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

Property Owner(s) name(s): TKC CCCXIX LLC

Applicant(s): TKC CCCXIX LLC

Contact information (email/phone): c/o Matthew Carpenter; 919-835-4032; MatthewCarpenter@parkerpoe.com

Meeting Address: Virtual via Zoom

Date of meeting: April 17, 2024 Time of meeting: 6:00 - 7:00 PM

Please summarize the questions/comments and your responses from the Neighborhood Meeting or emails/phone calls received in the spaces below (attach additional sheets, if necessary). Please state if/how the project has been modified in response to any concerns. The response should not be “Noted” or “No Response”. There has to be documentation of what consideration the neighbor’s concern was given and justification for why no change was deemed warranted.

Question/Concern #1:  
No neighbors attended the meeting.

Applicant’s Response:

Question/Concern #2:

Applicant’s Response:

Question/Concern #3:

Applicant’s Response:

Question/Concern #4:

Applicant’s Response:

OWNER	MAILING ADDRESS	
5131 CHURCH ROAD APEX LLC	PO BOX 1866	CARY NC 27512-1866
AMH HB HOLLEMAN HILLS BORROWER LP	23975 PARK SORRENTO STE 300	CALABASAS CA 91302-4012
AMH HB HOLLEMAN HILLS VENTURE LP	23975 PARK SORRENTO STE 300	CALABASAS CA 91302-4012
APEX TOWN OF	PO BOX 250	APEX NC 27502-0250
DUKE ENERGY PROGRESS INC	TAX DEPT - DEC41B	550 S TRYON ST
EVANS, INA MYRTLE	5120 CHURCH RD	NEW HILL NC 27562-9116
EVANS, INA MYRTLE	5120 NEW HILL CHURCH RD	NEW HILL NC 27562
EVANS, STANLEY S EVANS, DEBRA P	5128 CHURCH RD	NEW HILL NC 27562-9116
MALETTA, MARK C	PO BOX 32	NEW HILL NC 27562-0032
MALETTA, MARK CARL	PO BOX 32	NEW HILL NC 27562-0032
MORRISON FLORENCE S FAMILY LIVING	PO BOX 10	NEW HILL NC 27562-0010
NEW HILL PLAZA LLC	1775 GRAHAM AVE STE 201	HENDERSON NC 27536-2997
TKC CCCXIX LLC	4500 CAMERON VALLEY PKWY STE 400	CHARLOTTE NC 28211-3591
TRADE BRIDGE PROPERTIES LLC	1022 EVANS RD	CARY NC 27513-3111
WILSON, MARCUS	213 OAK POINT CT	RALEIGH NC 27610-2447
Current Tenant	5120 Church RD	NEW HILL NC 27562
Current Tenant	5124 Church RD	NEW HILL NC 27562
Current Tenant	5128 Church RD	NEW HILL NC 27562
Current Tenant	5131 Church RD	NEW HILL NC 27562
Current Tenant	3112 New Hill Holleman RD	NEW HILL NC 27562
Current Tenant	3116 New Hill Holleman RD	NEW HILL NC 27562
Current Tenant	3275 Oakfields RD	NEW HILL NC 27562
Current Tenant	3279 Oakfields RD	NEW HILL NC 27562
Current Tenant	3282 Oakfields RD	NEW HILL NC 27562
Current Tenant	3283 Oakfields RD	NEW HILL NC 27562
Current Tenant	3286 Oakfields RD	NEW HILL NC 27562
Current Tenant	3287 Oakfields RD	NEW HILL NC 27562
Current Tenant	3290 Oakfields RD	NEW HILL NC 27562
Current Tenant	3291 Oakfields RD	NEW HILL NC 27562

CHARLOTTE NC 28202-4200

# APEX ENVIRONMENTAL ADVISORY BOARD

## Suggested Zoning Conditions



Project Name: New Hill Holleman Road Rezoning

Date: 2-1-2024

The Town of Apex Environmental Advisory Board offers this general list of suggested rezoning conditions for rezoning applicants to consider before filling a rezoning petition. The purpose of this list is to encourage and recommend implementation of exceptional environmental practices for future development that exceeds Town requirements. The Board will review each rezoning pre-application request and expand on suggested conditions by offering specific recommendations on a case-by-case basis.

**The decision to include any of the recommendations below is voluntary by the applicant and the Board does not expect applicants to add all of the suggested conditions.** Planning staff will include all zoning conditions suggested by this Board and will note which conditions have been added by the applicant in the staff reports to the Planning Board and Town Council. Applicants should review this list before meeting with the Board. NOTE: Text in green indicates suggested zoning condition language from Planning Staff. Underlined text indicates text or numbers that may be changed based on the specific project. Additional conditions may be suggested by the EAB at the meeting.

This document is divided into two parts:

- Part I – Residential applies to single-family dwellings and townhome subdivisions, but does not include the parking lots, exterior building lights or exterior architecture.
- Part II – Non-Residential includes condominiums, apartments, and multi-family, common areas in residential developments (e.g. amenity areas, parking lots, exterior building lights, and exterior architecture), commercial, office, and industrial areas. Your development may include elements of each part.

**Please be sure to read and complete the entire document. Please provide a response to each goal and/or sub-goal. Any proposed modifications to the green zoning language should be listed in the section at the end of the document.**

### Part I – Residential

Single-family dwelling and townhome subdivisions (excluding parking lots, exterior building lights and exterior architecture).

STORMWATER AND WATER CONSERVATION – WATER QUALITY (1-5)	YES	NO	N/A
<b>Goal 1. Increase riparian buffer widths from surface waters in environmentally sensitive areas.</b> The project shall increase the riparian buffer width by at least ____ feet above the minimum required by the Unified Development Ordinance. The additional buffer width shall be measured from the top of bank on each side of the stream.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Goal 2. Install signage near environmental sensitive areas in order to reduce pet waste and excess nutrient inputs near Stormwater Control Measure (SCM) drainage areas.</b>			

Environmental Advisory Board – Suggested Zoning Conditions

CLEAN ENERGY (16-18)	YES	NO	N/A
c. The amenity center for the project shall include a rooftop solar PV system with a capacity of at least ____ kWhs.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Goal 17. Include solar conduit in building design.</b> All homes shall be pre-configured with conduit for a solar energy system.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Goal 18. Encourage clean transportation.</b> The developer shall install at least ____ electric vehicle charging station in amenity centers or common area parking lots.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Part II - Non-Residential**

Includes condominiums, apartments, and multi-family, common areas in residential developments (e.g. amenity areas, parking lots, exterior building lights, and exterior architecture), commercial, office, and industrial areas.

STORMWATER AND WATER CONSERVATION – WATER QUANTITY (1)	YES	NO	N/A
<b>Goal 1. Increase design storm for retention basin in flood-prone areas.</b> The UDO requires that treatment for the first 1-inch of runoff will be provided such that the removal of 85% Total Suspended Solids is achieved. Each option is intended to be used as an improvement to the minimum UDO requirements. If an area is already required to mitigate the 25-year storm, option b should not be selected.			
a. Post-development peak runoff shall not exceed pre-development peak runoff for the 24-hour, 1-year, 10-year, 25-year and <u>100-year storm events</u> in accordance with the Unified Development Ordinance.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>OR</b>			
b. Post development peak runoff shall not exceed pre-development peak runoff for the 24-hour, 1-year, 10-year, and <u>25-year storm events</u> in accordance with the Unified Development Ordinance.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

STORMWATER AND WATER CONSERVATION – WATER QUALITY (2-7)	YES	NO	N/A
<b>Goal 2. Increase riparian buffer widths from surface waters in environmentally sensitive areas.</b> The project shall increase the riparian buffer width by at least ____ feet above the minimum required by the Unified Development Ordinance. The additional buffer width shall be measured from the top of bank on each side of the stream.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Goal 3. Limit tree clearing, stormwater control measures (SCM), or infrastructure in either zone of the riparian buffer.</b> 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.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Goal 4. Install signage near environmental sensitive areas in order to reduce pet waste and excess nutrient inputs near Stormwater Control Measure (SCM) drainage areas.</b> 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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Goal 5. Implement low impact development (LID) techniques as defined by the NC Department of Environmental Quality.</b> The project shall install a minimum of ____ Low Impact Development Technique as defined and approved by the NC Department of Environmental Quality. The specific	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## Environmental Advisory Board – Suggested Zoning Conditions

STORMWATER AND WATER CONSERVATION – WATER QUALITY (2-7)	YES	NO	N/A
type of LID technique shall be reviewed and approved by the Water Resources Department at site or subdivision plan review.			
<p><b>Goal 6. Increase pervious surface to reduce stormwater runoff and pollutant concentrations.</b> The Department of Public Works &amp; Transportation does not currently support these options within the ROW. These may be done on private sites, but not within the public ROW.</p> <p><u>Option 6.1:</u> Install pervious pavements where practicable (e.g. when parking maximums are exceeded).</p> <p>a. The project shall utilize pervious pavement when constructing parking spaces that are in excess of the minimum parking requirement. The specific type of pervious pavement system shall be reviewed and approved by the Water Resources Department at site or subdivision plan review.</p> <p style="text-align: center;"><b>AND/OR</b></p> <p>b. The project shall utilize pervious pavement for all of the parking spaces provided. The specific type of pervious pavement system shall be reviewed and approved by the Water Resources Department at site or subdivision plan review.</p> <p><u>Option 6.2:</u> Modify curb and gutters to provide stormwater infiltration and evaporation, such as swale-only, reverse curbs, Silva cells, or curb cuts with rain gardens.</p> <p>To increase stormwater infiltration and evaporation, the project shall use modified curb and gutter designs to direct driveway runoff to one or more stormwater device, such as, but not limited to, bioswales, Silva cells, or rain gardens. The specific type and design shall be selected at site or subdivision plan review. The proposal shall be reviewed and approved by the Water Resources Department and Department of Public Works and Transportation.</p> <p><u>Option 6.3:</u> Utilize green street design. May be done within the public ROW if it's in the form of a bioretention cell within a landscaped median or large roundabout. Will require approval by the Department of Public Works and Transportation.</p> <p>The project shall design and install one or more bioretention cells within the landscape median or roundabout along the primary road. The specific type and design shall be determined at site or subdivision plan review. The proposal shall be reviewed and approved by the Water Resources Department and Department of Public Works and Transportation.</p>	<input type="checkbox"/>          <input type="checkbox"/>          <input type="checkbox"/>          <input type="checkbox"/>	<input checked="" type="checkbox"/>          <input checked="" type="checkbox"/>          <input checked="" type="checkbox"/>          <input checked="" type="checkbox"/>	<input type="checkbox"/>          <input type="checkbox"/>          <input type="checkbox"/>          <input type="checkbox"/>
<b>Goal 7. Stormwater re-use application:</b> Integrate irrigation from the SCM (wet pond) on site.			
At least one _____SCM shall be designed and constructed to provide irrigation to the surrounding landscaping on site. The design shall be reviewed and approved by the Water Resources Department at site plan.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PLANTING AND LANDSCAPING (8-15)	YES	NO	N/A
<p><b>Goal 8. Preserve tree canopy and prioritize medium to large, healthy, desirable species.</b></p> <p><i>Option 8.1:</i> Preserve existing trees (percentage-based). Numbers shown may be changed based on project. The EAB's preference is for a minimum of 50%.</p> <p>a. The project shall preserve a minimum of ____% of the existing tree canopy. Preserved areas may include, but are not limited to, RCA, perimeter buffers, riparian buffers and/or HOA maintained open space throughout the neighborhood.</p> <p style="text-align: center;"><b>OR</b></p> <p>b. The project shall preserve a minimum of ____% of the existing tree canopy. Where the project abuts adjacent developments, special effort shall be taken to</p>	<input type="checkbox"/>    <input type="checkbox"/>	<input checked="" type="checkbox"/>    <input checked="" type="checkbox"/>	<input type="checkbox"/>    <input type="checkbox"/>

## Environmental Advisory Board – Suggested Zoning Conditions

PLANTING AND LANDSCAPING (8-15)	YES	NO	N/A
<p>locate the preserved trees adjacent to areas of existing preserved open space, including but not limited to, RCA, perimeter landscape buffers, riparian buffers, and/or HOA maintained open spaces.</p> <p><u>Option 8.2:</u> Replace canopy (percentage- or DBH size-based) where there is sufficient space.</p> <p>The project shall replace any large type trees, that measure 18-inches in caliper size or larger, and small type trees, that measure 8-inches in caliper size or larger, that are removed as a part of the development. The ratio of replacement shall be 1 large tree to 1 replacement tree. The UDO's required landscaping may be used to satisfy this requirement. To determine the number of trees that must be replaced, a tree survey for the full property shall be provided to the Planning Department. The survey shall be independently verified by a third-party licensed arborist.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p><b>Goal 9. Plant trees for improved energy efficiency.</b></p> <p><u>Option 9.1:</u> Plant deciduous shade trees on southern side of buildings.</p> <p>To improve energy efficiency, a combination of large and small deciduous shade trees shall be planted on the southern side of any buildings.</p> <p><u>Option 9.2:</u> Plant evergreen trees as a windbreak on northern side of buildings.</p> <p>To improve energy efficiency, the project shall plant evergreen trees on the northern side of all buildings to act as a windbreak.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p><b>Goal 10. Increase biodiversity.</b></p> <p><u>Option 10.1:</u> Plant pollinator-friendly flora. Provide diverse and abundant pollinator and bird food sources (e.g. nectar, pollen, and berries from blooming plants) that bloom in succession from spring to fall. (Refer to the Apex <a href="#">Design &amp; Development Manual</a> for suggested native species).</p> <p>a. 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.</p> <p style="text-align: center;"><b>OR</b></p> <p>b. The project shall ensure that <u>75</u> % of the landscaping shall be native species. Landscaping shall be coordinated with and approved by the Planning Department at site or subdivision review.</p> <p><u>Option 10.2:</u> Retain and protect old ponds if the dam is structurally sound.</p> <p>To preserve and protect existing species, existing ponds shall be preserved if structurally sound.</p> <p><u>Option 10.3:</u> Increase the number of native tree and shrub species selected.</p> <p>a. The project shall increase biodiversity within perimeter buffers, common owned open space, and other landscape areas by providing a variety of native and adaptive species for the canopy, understory and shrub levels. A minimum of _____ % of the species selected shall be native or a native of North Carolina.</p> <p style="text-align: center;"><b>OR</b></p> <p>b. No invasive species shall be permitted. No single species of tree or shrub shall constitute more than 20% of the plant material of its type within a single development site.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p><b>Goal 11. Implement green infrastructure.</b></p> <p><u>Option 11.1:</u> Plant rain gardens.</p> <p>The project shall install one or more rain gardens throughout the site.</p> <p><u>Option 11.2:</u> Install vegetated rooftops.</p> <p>a. The project shall install a vegetated rooftop, aka green roof, on each building.</p> <p style="text-align: center;"><b>OR</b></p> <p>b. The project shall install a vegetated rooftop, aka green roof, on at least _____ ft<sup>2</sup> of each building.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Environmental Advisory Board – Suggested Zoning Conditions

PLANTING AND LANDSCAPING (8-15)	YES	NO	N/A
<u>Option 11.3:</u> Implement xeriscaping in design.			
a. The project commits to planting ____% drought tolerant native plants. Landscaping shall be coordinated with and approved by the Planning Department at site or subdivision review.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
OR			
b. The project commits to planting only drought tolerant plants. At least 75 % of the plants selected shall be native. Landscaping shall be coordinated with and approved by the Planning Department at site or subdivision review.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OR			
c. To reduce irrigation requirements, the project shall select and plant only warm season grasses.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Goal 12. Install community gardens and native pollinator demonstration gardens.</b> The project shall plant at least ____ native pollinator demonstration garden within the development. The developer shall coordinate with a local or state agency that specializes in the design or certification of such gardens. Informational signage regarding the purpose of the garden and selected vegetation shall be provided.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Goal 13. Improve soil quality to be amenable for a variety of native and non-invasive plantings.</b> To encourage the establishment of healthy plants, reduce fertilizers, and reduce stormwater runoff, topsoil shall be retained on site and a minimum of 4 inches of topsoil shall be placed within disturbed areas.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Goal 14. Increase perimeter buffer requirements, especially in transitional areas (nonresidential to residential areas).</b> The UDO requires a ____-foot buffer along the ____perimeter of the property. The applicant is proposing a ____-foot buffer in that location, which would be an increase of ____-feet above the requirement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Goal 15. Add information signage or other marking at the boundary of lots when they are adjacent to a wooded or natural condition resource conservation area (RCA) indicating that the area beyond the sign is RCA and is not to be disturbed.</b>			
a. The project shall install signage adjacent to wooded or natural condition Resource Conservation Area. The signage shall indicate that the area is RCA and is to be preserved in perpetuity and not disturbed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
OR			
b. A farm-style split rail fence shall be installed where wooded or natural condition Resource Conservation Area (RCA) abuts individual residential lots.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SUSTAINABLE BUILDINGS (16)	YES	NO	N/A
<b>Goal 16. Apply for green building certifications, such as LEED, Energy Star, BREEAM, Green Globes, NGBS Green, or GreenGuard.</b> The project shall be designed to meet the requirements for ____green building certification. A third-party consultant shall be hired to evaluate the project and certify to the Town of Apex that the project meets the standards for the certification. The applicant shall forward a copy of the certification application to the Town of Apex Planning Department to verify that the application has been submitted.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

WASTE REDUCTION (17)	YES	NO	N/A
<b>Goal 17. Install pet waste stations in public areas for multi-family, apartments, or condominiums or dog friendly businesses.</b>			

Environmental Advisory Board – Suggested Zoning Conditions

WASTE REDUCTION (17)	YES	NO	N/A
The project shall install at least _____ pet waste stations throughout the community, in locations that are publicly accessible, such as adjacent to amenity centers, SCMs, sidewalks, greenways or side paths.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

CLEAN ENERGY (18-20)	YES	NO	N/A
<b>Goal 18. Install rooftop solar on buildings.</b> <p>a. A solar PV system shall be incorporated into buildings to be constructed on the property. Such PV systems shall have a capacity of not less than 2 kW/1,000 heated square feet of building floor area.</p> <p style="text-align: center;"><b>OR</b></p> <p>b. A solar PV system of at least 3.5kW shall be installed on at least _____% of or _____ buildings within the development. All solar installation required by this condition shall be completed or under construction prior to _____% of the building permits being issued for the development. The buildings on which these PV systems are located shall be identified on the Site Plan, which may be amended from time to time.</p> <p style="text-align: center;"><b>OR</b></p> <p>c. The amenity center for the project shall include a rooftop solar PV system with a capacity of at least _____ kWhs.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Goal 19. Include solar conduit in building design.</b> The project shall install conduit for solar energy systems for all non-residential buildings. The roof shall also be engineered to support the weight of a future rooftop solar PV system.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Goal 20. Encourage clean transportation.</b> <p>a. The installation of EV charging spaces shall not reduce the width of adjacent sidewalk to less than 5 feet.</p> <p style="text-align: center;"><b>AND/OR</b></p> <p>b. EV charging spaces shall be located such that the cords shall not cause a trip hazard.</p> <p style="text-align: center;"><b>AND/OR</b></p> <p>c. The developer shall provide 5% of all parking spaces as EV charging spaces.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

LIGHTING EFFICIENCY (21-24)	YES	NO	N/A
<b>Goal 21. Include energy efficient lighting in building design.</b> <u>Option 21.1:</u> Increase the use of LEDs. The exterior lighting for all multi-family and commercial buildings and parking lots will consist entirely of LED fixtures.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Option 21.2:</u> Lower maximum foot-candles outside of buildings. On the lighting plan, the average footcandle measurement for parking, building lighting and driveways shall be at least 0.5 footcandles lower than the UDO requires.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Goal 22. Install timers or light sensors or smart lighting technology.</b> <p>a. The project shall install light timers, motion sensors, or other smart lighting technology for all exterior lighting.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Goal 23. Include International Dark Sky Association compliance standards.</b> The project shall use full cutoff LED fixtures that have a maximum color temperature of 3000K for all exterior lighting, including, but not limited to, parking lot and building mounted fixtures.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Environmental Advisory Board – Suggested Zoning Conditions

**Applicant Clarification/Additional Language:**

**Additional Board Recommendations:**



**Holleman  
Hills**

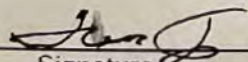
**New Hill  
Community  
Center**

Rezoning #24CZ03

**Western Wake  
Regional Water  
Reclamation Facility**

**Cell  
Tower**

Public Hearing Sign Posted By

  
Signature

2/23/24  
Date





Exhibit A  
Church Street Improvements

EXISTING  
NEW HILL HOLLEMAN ROAD  
(S.R. 1127)  
VARIABLE WIDTH PUBLIC R/W  
B.M. 2017, PG 488

EXISTING  
CHURCH ROAD  
(SR 1166)  
D.B. 8097, PG 182

LIMITS OF  
DISTURBANCE\*\*

N/F  
KHORSAND, MAHVASH  
PIN: 0629091801  
3044 NEW HILL HOLLEMAN RD.  
D.B. 8627, PG. 2402

N/F  
MARCUS WILSON  
PIN: 0629091566  
3104 NEW HILL HOLLEMAN RD.  
D.B. 14235, PG. 888

END STREET  
SECTION #2,  
BEGIN TURNLANE

N/F  
MARCUS WILSON  
PIN: 0629091566  
3104 NEW HILL HOLLEMAN RD.  
D.B. 14235, PG. 888

LIMITS OF  
DISTURBANCE

N/F  
EVANS, INA  
PIN: 0619994650  
5120 CHURCH RD.  
D.B. 1788, PG. 00-E-  
B.M. 2017, PG. 89

N/F  
EVANS, INA MYRTLE  
PIN: 0619994436  
5124 CHURCH RD.  
D.B. 1788, PG. 00-E-

N/F  
TRADE BRIDGE PROPERTIES LLC  
PIN: 0619998325  
5117 CHURCH RD.  
D.B. 19050, PG. 1668  
B.M. 2017, PG. 488

N/F  
EVANS, INA MYRTLE  
PIN: 0619994436  
5124 CHURCH RD.  
D.B. 1788, PG. 00-E-

N/F  
MALETTA, MARK C  
PIN: 0619996356  
5125 CHURCH RD.  
D.B. 14542, PG. 1787

N/F  
EVANS, STANLEY S  
EVANS, DEBRA P  
PIN: 0619993364  
5128 CHURCH RD.  
D.B. 2944, PG. 522

N/F  
EVANS, STANLEY S  
EVANS, DEBRA P  
PIN: 0619993364  
5128 CHURCH RD.  
D.B. 2944, PG. 522

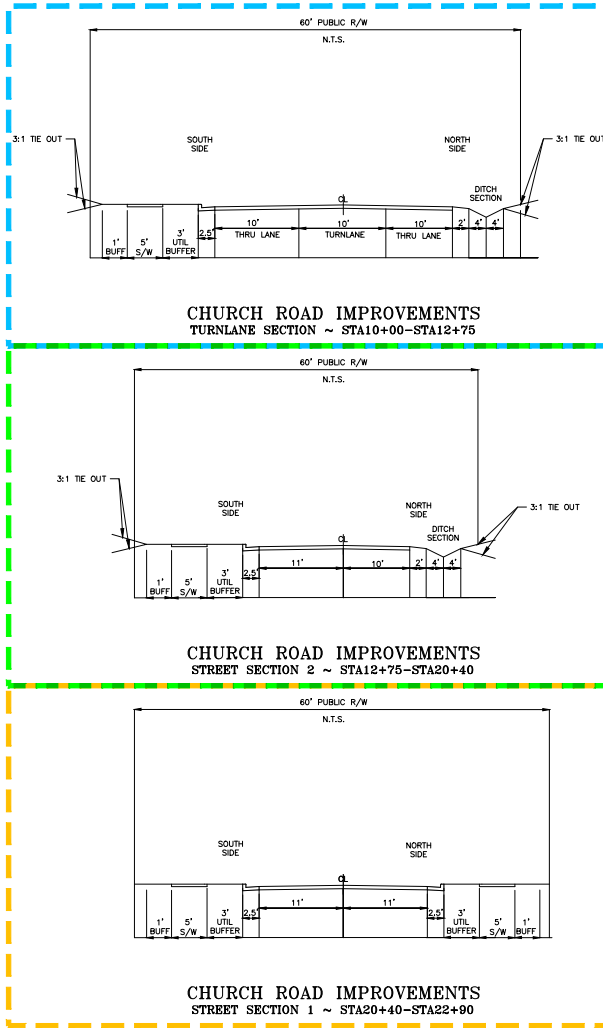
N/F  
MARK MALETTA  
PIN: 0619996238  
5129 CHURCH RD.  
D.B. 14542, PG. 1787

N/F  
MARK MALETTA  
PIN: 0619996238  
5129 CHURCH RD.  
D.B. 14542, PG. 1787

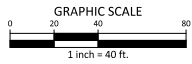
N/F  
FLORENCE MORRISON  
FAMILY LIVING TRUST  
PIN: 0619890026  
5131 CHURCH RD.  
D.B. 4856, PG. 577  
B.M. 2020, PG. 221

TKC COCKIX LLC  
PIN: 0619992186  
O COUNTY PARK DR.  
D.B. 19480, PG. 86

N/F  
TKC COCKIX LLC  
PIN: 0619986598  
O COUNTY PARK DR.  
D.B. 19480, PG. 866



LIMITS OF DISTURBANCE SHOWN ARE BASED ON GIS AND  
PRELIMINARY DESIGN, SUBJECT TO CHANGE UPON WITH  
SURVEY AND FURTHER DESIGN COORDINATION.



**McADAMS**  
The John R. McAdams Company, Inc.  
621 Hillsborough Street  
Suite 500  
Raleigh, NC 27603  
phone 919. 823. 4300  
fax 919. 361. 2269  
license number: C-0293, C-187  
www.mcadamsco.com

**CLIENT**  
LITTLE ARCHITECTURE  
410 BLACKWELL STREET  
SUITE 10  
DURHAM, NORTH CAROLINA 27701

**APEX YMCA**  
4113 COUNTY PARK DRIVE  
APEX, NC 27539

**REVISIONS**  
NO. DATE

**PLAN INFORMATION**  
PROJECT NO. LIT-23001  
FILENAME  
CHECKED BY  
DRAWN BY  
SCALE  
DATE XX. XX. 2024  
**SHEET**

**STREET SECTION  
EXHIBIT  
EX1**



**TOWN OF APEX**  
POST OFFICE BOX 250  
APEX, NORTH CAROLINA 27502  
PHONE 919-249-3426

**PUBLIC NOTIFICATION  
OF PUBLIC HEARINGS**  
CONDITIONAL ZONING #24CZ03  
NEW HILL HOLLEMAN ROAD

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Planning Board of the Town of Apex. The purpose of these hearings is to consider the following:

**Applicant:** TKC CCCIX, LLC

**Authorized Agent:** Matthew Carpenter, Parker Poe

**Property Addresses:** 0 & 0 County Park Dr (Northwest corner of New Hill Holleman Road and US Hwy 1)

**Acres:** 125.39 acres

**Property Identification Numbers (PINs):** 0619986598 and 0619992186

**2045 Land Use Map Designation:** Office Employment/Commercial Services

**Existing Zoning of Properties:** Wake County Highway District (HD)

**Proposed Zoning of Properties:** Planned Commercial-Conditional Zoning (PC-CZ)

**Public Hearing Location:** Apex Town Hall  
Council Chamber, 2<sup>nd</sup> Floor  
73 Hunter Street, Apex, North Carolina

**Planning Board Public Hearing Date and Time: May 13, 2024 4:30 PM**

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at: <https://www.youtube.com/c/townofapexgov>.

If you are unable to attend, you may provide a written statement by email to [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), or submit it to the clerk of the Planning Board, Jeri Pederson (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Planning Board vote. You must provide your name and address for the record. The written statements will be delivered to the Planning Board prior to their vote. Please include the Public Hearing name in the subject line.

**A separate notice of the Town Council public hearing on this project will be mailed and posted in order to comply with State public notice requirements.**

**Vicinity Map:**



Property owners, tenants, and neighborhood associations within 300 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at <https://maps.raleighnc.gov/imaps>. The 2045 Land Use Map may be viewed online at [www.apexnc.org/DocumentCenter/View/478](https://www.apexnc.org/DocumentCenter/View/478). You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on-line: <https://www.apexnc.org/DocumentCenter/View/45948/24CZ03>.

Dianne F. Khin, AICP  
Planning Director





Tools

24CZ03 N...ombl...



Share



Sign In



**TOWN OF APEX**  
PO BOX 250  
APEX, NORTH CAROLINA 27502  
TELÉFONO 919-249-3426

**NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS**  
**ORDENAMIENTO TERRITORIAL CONDICIONAL #24CZ03**  
**NEW HILL HOLLEMAN ROAD**

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §1600-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante la Junta de Planificación de Apex. El propósito de estas audiencias es considerar lo siguiente:

**Solicitante:** TKC CCCXIX, LLC

**Agente autorizado:** Matthew Carpenter, Parker Poe

**Dirección de las propiedades:** 0 & 0 County Park Dr (Northwest corner of New Hill Holleman Road and US Hwy 1)

**Superficie:** ± 25.39 acres

**Números de identificación de las propiedades:** 0619986598 and 0619992186

**Designación en el Mapa de Uso Territorial para 2045:** Office Employment/Commercial Services

**Ordenamiento territorial existente de las propiedades:** Wake County Highway District (HD)

**Ordenamiento territorial propuesto para las propiedades:** Planned Commercial-Conditional Zoning (PC-CZ)

**Lugar de la audiencia pública:** Ayuntamiento de Apex

Cámara del Consejo, 2º piso

73 Hunter Street, Apex, Carolina del Norte

**Fecha y hora de la audiencia pública de la Junta de Planificación:** 13 de mayo de 2024 4:30 P.M.

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/c/townofapexgov>.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a [public-hearing@apexnc.org](mailto:public-hearing@apexnc.org), o presentarla a la secretaria de la Junta de Planificación, Jeri Pederson (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación de la Junta de Planificación. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán a la Junta de Planificación antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

De conformidad con los requisitos estatales de notificaciones públicas, se enviará por correo y se publicará por separado una notificación de la audiencia pública del Consejo Municipal sobre este proyecto.

Mapa de las inmediaciones:



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 300 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: <https://maps.raleighnc.gov/maps>. Puede ver el Mapa de Uso Territorial para 2045 aquí: [www.apexnc.org/DocumentCenter/View/478](https://www.apexnc.org/DocumentCenter/View/478). Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: <https://www.apexnc.org/DocumentCenter/View/45948/24CZ03>.

Dianne F. Khin, AICP  
Directora de Planificación





## TOWN OF APEX

POST OFFICE BOX 250  
APEX, NORTH CAROLINA 27502  
PHONE 919-249-3426

## PUBLIC NOTIFICATION OF PUBLIC HEARINGS CONDITIONAL ZONING #24CZ03 NEW HILL HOLLEMAN ROAD

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### **Planning Board Public Hearing Date and Time: May 13, 2024 4:30 PM**

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at: <https://www.youtube.com/c/townofapexgov>.

If you are unable to attend, you may provide a written statement by email to [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), or submit it to the clerk of the Planning Board, Jeri Pederson (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Planning Board vote. You must provide your name and address for the record. The written statements will be delivered to the Planning Board prior to their vote. Please include the Public Hearing name in the subject line.

**A separate notice of the Town Council public hearing on this project will be mailed and posted in order to comply with State public notice requirements.**

### **Vicinity Map:**



Property owners, tenants, and neighborhood associations within 300 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at <https://maps.raleighnc.gov/imaps>. The 2045 Land Use Map may be viewed online at [www.apexnc.org/DocumentCenter/View/478](http://www.apexnc.org/DocumentCenter/View/478). You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on-line: <https://www.apexnc.org/DocumentCenter/View/45948/24CZ03>.

Dianne F. Khin, AICP  
Planning Director





## TOWN OF APEX

PO BOX 250  
APEX, NORTH CAROLINA 27502  
TELÉFONO 919-249-3426

## NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS ORDENAMIENTO TERRITORIAL CONDICIONAL #24CZ03 NEW HILL HOLLEMAN ROAD

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante la Junta de Planificación de Apex. El propósito de estas audiencias es considerar lo siguiente:

**Solicitante:** TKC CCCXIX, LLC

**Agente autorizado:** Matthew Carpenter, Parker Poe

**Dirección de las propiedades:** 0 & 0 County Park Dr (Northwest corner of New Hill Holleman Road and US Hwy 1)

**Superficie:** ± 25.39 acres

**Números de identificación de las propiedades:** 0619986598 and 0619992186

**Designación en el Mapa de Uso Territorial para 2045:** Office Employment/Commercial Services

**Ordenamiento territorial existente de las propiedades:** Wake County Highway District (HD)

**Ordenamiento territorial propuesto para las propiedades:** Planned Commercial-Conditional Zoning (PC-CZ)

**Lugar de la audiencia pública:** Ayuntamiento de Apex

Cámara del Consejo, 2º piso

73 Hunter Street, Apex, Carolina del Norte

### **Fecha y hora de la audiencia pública de la Junta de Planificación: 13 de mayo de 2024 4:30 P.M.**

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/c/townofapexgov>.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), o presentarla a la secretaria de la Junta de Planificación, Jeri Pederson (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación de la Junta de Planificación. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán a la Junta de Planificación antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

**De conformidad con los requisitos estatales de notificaciones públicas, se enviará por correo y se publicará por separado una notificación de la audiencia pública del Consejo Municipal sobre este proyecto.**

### **Mapa de las inmediaciones:**



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 300 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: <https://maps.raleighnc.gov/imaps>. Puede ver el Mapa de Uso Territorial para 2045 aquí: [www.apexnc.org/DocumentCenter/View/478](http://www.apexnc.org/DocumentCenter/View/478). Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: <https://www.apexnc.org/DocumentCenter/View/45948/24CZ03>.

Dianne F. Khin, AICP  
Directora de Planificación



## TOWN OF APEX

POST OFFICE BOX 250  
APEX, NORTH CAROLINA 27502  
PHONE 919-249-3426

### AFFIDAVIT CERTIFYING Public Notification – Written (Mailed) Notice

Section 2.2.11  
Town of Apex Unified Development Ordinance

Project Name: Conditional Zoning #24CZ03 New Hill Holleman Road  
Project Location: 0 & 0 County Park Dr (Northwest corner of New Hill Holleman Road and US Hwy 1)  
Applicant or Authorized Agent: Matthew Carpenter  
Firm: Parker Poe  
Planning Board Public Hearing Date: May 13, 2024  
Project Planner: Shelly Mayo

This is to certify that I, as Planning Director, mailed or caused to have mailed by first class postage for the above mentioned project on April 26, 2024, a notice containing the time and place, location, nature and scope of the application, where additional information may be obtained, and the opportunity for interested parties to be heard, to the property owners and tenants within 300' of the land subject to notification. I further certify that I relied on information from the Wake County Tax Assessor and the Town of Apex Master Address Repository provided to me by Town of Apex GIS Staff as to accuracy of the list and accuracy of mailing addresses of property owners and tenants within 300' of the land subject to notification.

4/29/2024  
Date

Shanne L. Kher  
Planning Director

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Jesus A. Ibanez-Ibarra, a Notary Public for the above

State and County, this the 29th day of April, 2024.



Jesus A. Ibanez-Ibarra  
Notary Public

My Commission Expires: 4/10/2028





## TOWN OF APEX

POST OFFICE BOX 250  
APEX, NORTH CAROLINA 27502  
PHONE 919-249-3426

## PUBLIC NOTIFICATION OF PUBLIC HEARINGS CONDITIONAL ZONING #24CZ03 NEW HILL HOLLEMAN ROAD

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Town Council of the Town of Apex. The purpose of these hearings is to consider the following:

**Applicant:** TKC COXIX, LLC

**Authorized Agent:** Matthew Carpenter, Parker Poe

**Property Addresses:** 0 & 0 County Park Dr (Northwest corner of New Hill Holleman Road and US Hwy 1)

**Acreage:** ±25.39 acres

**Property Identification Numbers (PINs):** 0619986598 and 0619992186

**2045 Land Use Map Designation:** Office Employment/Commercial Services

**Existing Zoning of Properties:** Wake County Highway District (HD)

**Proposed Zoning of Properties:** Planned Commercial-Conditional Zoning (PC-CZ)

**Public Hearing Location:** Apex Town Hall  
Council Chamber, 2<sup>nd</sup> Floor  
73 Hunter Street, Apex, North Carolina

*Comments received prior to the Planning Board public hearing will not be provided to the Town Council.  
Separate comments for the Town Council public hearing must be provided by the deadline specified below.*

**Town Council Public Hearing Date and Time:** May 28, 2024 6:00 PM

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at:  
<https://www.youtube.com/c/townofapexgov>.

If you are unable to attend, you may provide a written statement by email to [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), or submit it to the Office of the Town Clerk (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Town Council vote. You must provide your name and address for the record. The written statements will be delivered to the Town Council prior to their vote. Please include the Public Hearing name in the subject line.

### Vicinity Map:



Property owners, tenants, and neighborhood associations within 300 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at <https://maps.raleighnc.gov/imaps>. The 2045 Land Use Map may be viewed online at [www.apexnc.org/DocumentCenter/View/478](http://www.apexnc.org/DocumentCenter/View/478). You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on-line: <https://www.apexnc.org/DocumentCenter/View/45948/24CZ03>.

Dianne F. Khin, AICP  
Planning Director

Published Dates: May 3 - May 28, 2024



**TOWN OF APEX**  
PO BOX 250  
APEX, NORTH CAROLINA 27502  
TELÉFONO 919-249-3426

**NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS**  
ORDENAMIENTO TERRITORIAL CONDICIONAL #24CZ03  
NEW HILL HOLLEMAN ROAD

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante el Consejo Municipal del Ayuntamiento de Apex. El propósito de estas audiencias es considerar lo siguiente:

**Solicitante:** TKC CCCXIX, LLC.

**Agente autorizado:** Matthew Carpenter, Parker Poe

**Dirección de las propiedades:** O & O County Park Dr (Northwest corner of New Hill Holleman Road and US Hwy 1)

**Superficie:** ± 25.39 acres

**Números de identificación de las propiedades:** 0619986598 and 0619992186

**Designación en el Mapa de Uso Territorial para 2045:** Office Employment/Commercial Services

**Ordenamiento territorial existente de las propiedades:** Wake County Highway District (HD)

**Ordenamiento territorial propuesto para las propiedades:** Planned Commercial-Conditional Zoning (PC-CZ)

**Lugar de la audiencia pública:** Ayuntamiento de Apex  
Cámara del Consejo, 2º piso  
73 Hunter Street, Apex, Carolina del Norte

*Los comentarios recibidos antes de la audiencia pública de la Junta de Planificación no se proporcionarán al Consejo Municipal. Los comentarios para la audiencia pública del Consejo Municipal deben presentarse por separado en el plazo especificado a continuación.*

**Fecha y hora de la audiencia pública del Consejo Municipal:** 28 de mayo de 2024 6:00 P.M.

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/c/townofapexgov>.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), o presentarla a la oficina del Secretario Municipal (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación del Consejo Municipal. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán al Consejo Municipal antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

**Mapa de las inmediaciones:**



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 300 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: <https://maps.raleighnc.gov/lmaps>. Puede ver el Mapa de Uso Territorial para 2045 aquí: [www.apexnc.org/DocumentCenter/View/528](https://www.apexnc.org/DocumentCenter/View/528). Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: <https://www.apexnc.org/DocumentCenter/View/45948/24CZ03>.

Dianne F. Khin, AICP  
Directora de Planificación

Fechas de publicación: 3 de mayo - 28 de mayo de 2024





**TOWN OF APEX**  
POST OFFICE BOX 250  
APEX, NORTH CAROLINA 27502  
PHONE 919-249-3426

**PUBLIC NOTIFICATION  
OF PUBLIC HEARINGS**  
**CONDITIONAL ZONING #24CZ03**  
**NEW HILL HOLLEMAN ROAD**

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Town Council of the Town of Apex. The purpose of these hearings is to consider the following:

**Applicant:** TKC CCCXIX, LLC  
**Authorized Agent:** Matthew Carpenter, Parker Poe  
**Property Addresses:** 0 & 0 County Park Dr (Northwest corner of New Hill Holleman Road and US Hwy 1)  
**Acreage:** ±25.39 acres  
**Property Identification Numbers (PINs):** 0619986598 and 0619992186  
**2045 Land Use Map Designation** Office Employment/Commercial Services  
**Existing Zoning of Properties:** Wake County Highway District (HD)  
**Proposed Zoning of Properties:** Planned Commercial-Conditional Zoning (PC-CZ)

**Public Hearing Location:** Apex Town Hall  
Council Chamber, 2<sup>nd</sup> Floor  
73 Hunter Street, Apex, North Carolina

*Comments received prior to the Planning Board public hearing will not be provided to the Town Council.  
Separate comments for the Town Council public hearing must be provided by the deadline specified below.*

**Town Council Public Hearing Date and Time:** May 28, 2024 6:00 PM  
You may attend the meeting in person or view the meeting through the Town’s YouTube livestream at:  
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Dianne F. Khin, AICP  
Planning Director





**TOWN OF APEX**  
PO BOX 250  
APEX, NORTH CAROLINA 27502  
TELÉFONO 919-249-3426

## NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

### ORDENAMIENTO TERRITORIAL CONDICIONAL #24CZ03

### NEW HILL HOLLEMAN ROAD

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante el Consejo Municipal del Ayuntamiento de Apex. El propósito de estas audiencias es considerar lo siguiente:

**Solicitante:** TKC CCCIX, LLC.

**Agente autorizado:** Matthew Carpenter, Parker Poe

**Dirección de las propiedades:** 0 & 0 County Park Dr (Northwest corner of New Hill Holleman Road and US Hwy 1)

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**Designación en el Mapa de Uso Territorial para 2045:** Office Employment/Commercial Services

**Ordenamiento territorial existente de las propiedades:** Wake County Highway District (HD)

**Ordenamiento territorial propuesto para las propiedades:** Planned Commercial-Conditional Zoning (PC-CZ)

**Lugar de la audiencia pública:** Ayuntamiento de Apex

Cámara del Consejo, 2º piso

73 Hunter Street, Apex, Carolina del Norte

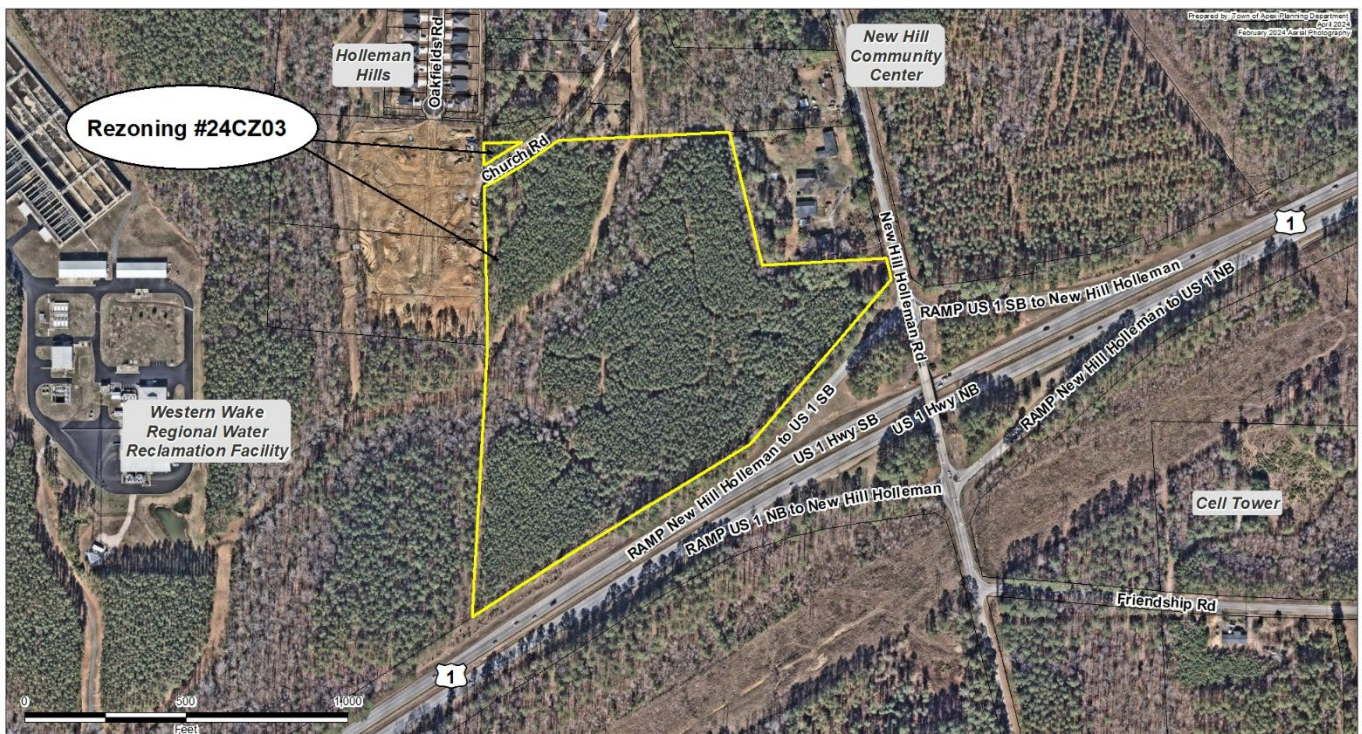
***Los comentarios recibidos antes de la audiencia pública de la Junta de Planificación no se proporcionarán al Consejo Municipal. Los comentarios para la audiencia pública del Consejo Municipal deben presentarse por separado en el plazo especificado a continuación.***

**Fecha y hora de la audiencia pública del Consejo Municipal: 28 de mayo de 2024 6:00 P.M.**

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/c/townofapexgov>.

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#### Mapa de las inmediaciones:



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 300 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: <https://maps.raleighnc.gov/imaps>. Puede ver el Mapa de Uso Territorial para 2045 aquí: [www.apexnc.org/DocumentCenter/View/478](http://www.apexnc.org/DocumentCenter/View/478). Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: <https://www.apexnc.org/DocumentCenter/View/45948/24CZ03>.

Dianne F. Khin, AICP  
Directora de Planificación



## TOWN OF APEX

POST OFFICE BOX 250  
APEX, NORTH CAROLINA 27502  
PHONE 919-249-3426

### AFFIDAVIT CERTIFYING Public Notification – Written (Mailed) Notice

Section 2.2.11  
Town of Apex Unified Development Ordinance

Project Name: Conditional Zoning #24CZ03 New Hill Holleman Road  
Project Location: 0 & 0 County Park Dr (Northwest corner of New Hill Holleman Road and US Hwy 1)  
Applicant or Authorized Agent: Matthew Carpenter  
Firm: Parker Poe  
Town Council Public Hearing Date: May 13, 2024  
Project Planner: Shelly Mayo

This is to certify that I, as Planning Director, mailed or caused to have mailed by first class postage for the above mentioned project on May 3, 2024, a notice containing the time and place, location, nature and scope of the application, where additional information may be obtained, and the opportunity for interested parties to be heard, to the property owners and tenants within 300' of the land subject to notification. I further certify that I relied on information from the Wake County Tax Assessor and the Town of Apex Master Address Repository provided to me by Town of Apex GIS Staff as to accuracy of the list and accuracy of mailing addresses of property owners and tenants within 300' of the land subject to notification.

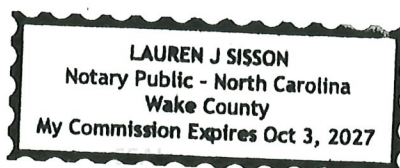
5/3/2024  
Date

  
Planning Director

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Lauren J Sisson, a Notary Public for the above

State and County, this the 3rd day of May, 202 4.



  
Notary Public

My Commission Expires: 10 / 03 / 2027



# PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: 24CZ03 New Hill Holleman Rd

Planning Board Meeting Date: May 13, 2024



## Report Requirements:

Per NCGS §160D-604(b), all proposed amendments to the zoning ordinance or zoning map shall be submitted to the Planning Board for review and comment. If no written report is received from the Planning Board within 30 days of referral of the amendment to the Planning Board, the Town Council may act on the amendment without the Planning Board report. The Town Council is not bound by the recommendations, if any, of the Planning Board.

Per NCGS §160D-604(d), the Planning Board shall advise and comment on whether the proposed action is consistent with all applicable officially adopted plans, and provide a written recommendation to the Town Council that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with the officially adopted plans shall not preclude consideration or approval of the proposed amendment by the Town Council.

## PROJECT DESCRIPTION:

**Acreage:** +/- 25.39 acres

**PIN(s):** 0619986598 and 0619992186

**Current Zoning:** Wake County Highway District (HD)

**Proposed Zoning:** Planned Commercial-Conditional Zoning (PC-CZ)

**2045 Land Use Map:** Office Employment/Commercial Services

**Town Limits:** Outside Corporate Limits and ETJ

## Applicable Officially Adopted Plans:

The Board must state whether the project is consistent or inconsistent with the following officially adopted plans, if applicable. Applicable plans have a check mark next to them.

☒ 2045 Land Use Map  
☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

☒ Apex Transportation Plan  
☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

☐ Parks, Recreation, Open Space, and Greenways Plan  
☐ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

# PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: 24CZ03 New Hill Holleman Rd

Planning Board Meeting Date: May 13, 2024



## Legislative Considerations:

The applicant shall propose site-specific standards and conditions that take into account the following considerations, which are considerations that are relevant to the legislative determination of whether or not the proposed conditional zoning district rezoning request is in the public interest. These considerations do not exclude the legislative consideration of any other factor that is relevant to the public interest.

1. *Consistency with 2045 Land Use Plan.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Plan.

☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

2. *Compatibility.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.

☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

3. *Zoning district supplemental standards.* The proposed Conditional Zoning (CZ) District use's compliance with Sec. 4.4 *Supplemental Standards*, if applicable.

☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

4. *Design minimizes adverse impact.* The design of the proposed Conditional Zoning (CZ) District use's minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare, and vibration and not create a nuisance.

☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

5. *Design minimizes environmental impact.* The proposed Conditional Zoning District use's minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.

☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

## PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: 24CZ03 New Hill Holleman Rd

Planning Board Meeting Date: May 13, 2024



6. *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.

☐ Consistent

☒ Inconsistent

Reason: Road section.

7. *Health, safety, and welfare.* The proposed Conditional Zoning (CZ) District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.

☐ Consistent

☒ Inconsistent

Reason: Road section.

8. *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.

☒ Consistent

☐ Inconsistent

Reason: \_\_\_\_\_

9. *Not constitute nuisance or hazard.* Whether the proposed Conditional Zoning (CZ) District use constitutes a nuisance or hazard due to traffic impact or noise, or because of the number of persons who will be using the Conditional Zoning (CZ) District use.

☐ Consistent

☒ Inconsistent

Reason: Road section. Not a nuisance, but

potentially a hazard.

10. *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning (CZ) District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.

☒ Consistent

☐ Inconsistent

Reason: \_\_\_\_\_



# PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: 24CZ03 New Hill Holleman Rd

Planning Board Meeting Date: May 13, 2024



## Planning Board Recommendation:

Motion: To recommend denial of rezoning 24CZ03 based on staff recommendation.

Introduced by Planning Board member: Alyssa Byrd

Seconded by Planning Board member: Steven Rhodes

- ☐ *Approval:* the project is consistent with all applicable officially adopted plans and the applicable legislative considerations listed above.
- ☐ *Approval with conditions:* the project is not consistent with all applicable officially adopted plans and/or the applicable legislative considerations as noted above, so the following conditions are recommended to be included in the project in order to make it fully consistent:
- ☒ *Denial:* the project is not consistent with all applicable officially adopted plans and/or the applicable legislative considerations as noted above.

With 7 Planning Board Member(s) voting "aye"

With 0 Planning Board Member(s) voting "no"

Reasons for dissenting votes:

This report reflects the recommendation of the Planning Board, this the 13th day of May 2024.

Attest:

**Tim Royal** Digitally signed by Tim Royal  
Date: 2024.05.14 07:50:27  
-04'00'

Tim Royal, Planning Board Vice-Chair

**Dianne F. Khin** Digitally signed by Dianne F. Khin  
Date: 2024.05.13 18:45:08  
-04'00'

Dianne Khin, Planning Director

**STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP  
OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 25.39 ACRES LOCATED AT 0 & 0  
COUNTY PARK DRIVE FROM WAKE COUNTY HIGHWAY DISTRICT (HD) TO PLANNED COMMERCIAL-  
CONDITIONAL ZONING (PC-CZ)**

**#24CZ03**

**WHEREAS**, Matthew Carpenter of Parker Poe, owner/applicant (the “Applicant”), submitted a completed application for a conditional zoning on the 1<sup>st</sup> day of February 2024 (the “Application”). The proposed conditional zoning is designated #24CZ03.

**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 #24CZ03 before the Planning Board on the 13<sup>th</sup> day of May 2024;

**WHEREAS**, the Apex Planning Board held a public hearing on the 13<sup>th</sup> day of May 2024, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #24CZ03. A motion was made by the Apex Planning Board to recommend denial; the motion passed unanimously for the application for #24CZ03;

**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 #24CZ03 before the Apex Town Council on the 28<sup>th</sup> day of May 2024;

**WHEREAS**, the Apex Town Council held a public hearing on the 28<sup>th</sup> day of May 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 #24CZ03 were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away;

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

**WHEREAS**, the Apex Town Council finds that the approval of the rezoning is reasonable and in the public interest in that: The rezoning will permit the construction of office and commercial uses needed to support the growing residential development in this area and will make needed off-site improvements to Church Road. The rezoning will encourage compatible development of the property and increase the tax base.

**WHEREAS**, the Apex Town Council by a vote of \_\_\_\_ to \_\_\_\_ approved Application #24CZ03 rezoning the subject tract located at 0 & 0 County Park Dr from Wake County Highway District (HD) to Planned Commercial-Conditional Zoning (PC-CZ).

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

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

## **Ordinance Amending the Official Zoning District Map #24CZ03**

**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 Wake County Highway District (HD) to Planned Commercial-Conditional Zoning (PC-CZ) District, subject to the conditions stated herein.

**Section 3:** The Planning Director is hereby authorized and directed to cause the said Official Zoning District Map for the Town of Apex, North Carolina, to be physically revised and amended to reflect the zoning changes ordained by this Ordinance.

**Section 4:** The “Rezoned Lands” are subject to all of the following conditions which are imposed as part of this rezoning:

The Rezoned Lands may be used for, and only for, the uses listed immediately below. The permitted uses are subject to the limitations and regulations stated in the UDO and any additional limitations or regulations stated below. For convenience, some relevant sections of the UDO may be referenced; such references do not imply that other sections of the UDO do not apply.

- |  |                                      |
|--|--------------------------------------|
| 1. Health/fitness center or spa        | 17. Medical or dental laboratory     |
| 2. Assembly hall, nonprofit            | 18. Office, business or professional |
| 3. Assembly hall, for-profit           | 19. Book store                       |
| 4. Church or place of worship          | 20. Convenience store                |
| 5. Day care facility                   | 21. Financial institution            |
| 6. Government service                  | 22. Floral shop                      |
| 7. Veterinary clinic or hospital       | 23. Grocery, specialty               |
| 8. Botanical garden                    | 24. Grocery, general                 |
| 9. Entertainment, indoor               | 25. Newsstand or gift shop           |
| 10. Entertainment, outdoor             | 26. Personal service                 |
| 11. Greenway                           | 27. Pharmacy                         |
| 12. Park, active                       | 28. Printing and copying service     |
| 13. Park, passive                      | 29. Real estate sales                |
| 14. Youth or day camps                 | 30. Retail sales, general            |
| 15. Restaurant, general                | 31. Studio for art                   |
| 16. Medical or dental office or clinic | 32. Tailor shop                      |

### **Proposed Conditions:**

1. The following architectural conditions shall apply to development 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. Aluminum storefronts with anodized or pre-finished colors
    - v. EIFS cornices and parapet trim
    - vi. Precast concrete
    - vii. Fiber-reinforced concrete (FRC)

## Ordinance Amending the Official Zoning District Map #24CZ03

- c. 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.
  - d. Each building shall have more than one parapet height.
  - e. The main entrance to each building shall be emphasized.
2. 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.
3. At least 75% of plants shall be native or nativar of North Carolina. Landscaping will be coordinated with and approved by the Planning Department at site or subdivision review. No invasive species shall be permitted and no single species of tree or shrub shall constitute more than 20% of the plant material of its type within the development.
4. No clearing or land disturbance shall be permitted within the riparian buffer, except the minimum necessary to install required sewer infrastructure and SCM outlets and construct a stream crossing for the site driveway.
5. The correlated color temperature (CCT) of lamps in exterior lighting shall not exceed 3,000 Kelvins. Athletic field lighting shall be exempt from this requirement.
6. To reduce irrigation requirements, the project shall select and plant only warm season grasses. This condition shall not apply to athletic and other recreational fields.
7. Development shall meet all stormwater reduction requirements listed in the UDO, including limiting the post-development stormwater flows to not exceed the predevelopment rates. In addition, the post-development peak runoff rate shall be limited to the pre-development peak runoff rate for the 2-year, 24-hour, the 10-year, 24-hour, and the 25-year, 24-hour storm events.
8. Development of the property shall include the below transportation infrastructure improvements, all of which are subject to both Apex and NCDOT review and approval.
  - a. New Hill Holleman Road. Developer shall dedicate right of way 55 feet from the existing centerline and widen New Hill Holleman Road for the length of the property's New Hill Holleman Road frontage consistent with the Town's adopted Transportation Plan and typical section for a four-lane, median-divided thoroughfare, but without construction of a median (the "New Hill Holleman Road Improvements"). Alternatively, Developer may pay a fee in lieu based on an engineer's estimate for the New Hill Holleman Road Improvements, subject to review and approval by the Director of Transportation and Infrastructure Development.
  - b. Church Road Frontage. Developer shall improve Church Road for the length of the property's Church Road frontage to a 27-foot wide curb and gutter roadway with a 50-foot public right-of-way, and 5-foot sidewalk along the south side of the road.
  - c. Church Road Off-Site. The developer shall improve Church Road from the eastern edge of the property's Church Road frontage to the intersection of New Hill Holleman Road and Church Road to a minimum 20-foot wide roadway with curb and gutter on the south side and a 5-foot wide sidewalk (the "Sidewalk"), marked centerline, and edge lines, and an eastbound left turn lane with 75 feet of storage at the intersection with New Hill Holleman Road as shown in the attached **Exhibit A** (the "Cross Section"). If the Sidewalk requires easements and/or rights of way over/from properties on Church Road that the developer does not own or control (the "Easements"), developer shall make good faith efforts to acquire the Easements through private negotiation. If developer is unable to acquire one or more Easements necessary to construct the Sidewalk, developer shall pay a fee in lieu for the portion of the Sidewalk that cannot be completed due to the Easement(s) that cannot be acquired, based on an engineer's estimate and third-party appraisal for the cost of

**Ordinance Amending the Official Zoning District Map #24CZ03**

easement acquisition to be submitted to the Town for review and approval. The Director of Transportation and Infrastructure Development may administratively approve modifications to dimensions and design elements of the Cross Section.

- d. Traffic Signal. Prior to issuance of a certificate of occupancy, developer shall post a performance bond (the "Bond") for the cost of the design and construction of a wood pole traffic signal at the existing intersection of New Hill Holleman Road, Church Road, and the New Hill Community Center driveway (the "Signal"). No later than a year following issuance of a certificate of occupancy, developer shall perform a warrant study, and if approved by NCDOT and not already committed and funded by others, design and construct the Signal. If NCDOT does not approve the Signal, the Bond shall be refunded to developer and developer shall have no further obligations under this condition.

**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



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: May 28, 2024

## Item Details

Presenter: Amanda Bunce, Current Planning Manager

Department: Planning

### Requested Motion

Public hearing and possible motion concerning Rezoning Application No. 24CZ06 Humie Olive Place. The applicant, Construction Masters, LLC, seeks to rezone approximately 2.0 acres from Medium Density Residential-Conditional Zoning (MD-CZ No. 22CZ18) to Medium Density Residential-Conditional Zoning (MD-CZ). The proposed rezoning is located at 2155, 2157 & 0 Blazing Trail Drive and 7996, 7994, 7990, 7988, 7984, & 7982 Humie Olive Road.

### Approval Recommended?

The Planning Department recommends approval.

The Planning Board held a Public Hearing on May 13, 2024 and unanimously recommended approval.

### Item Details

The properties to be rezoned are identified as PINs 0721516598, 0721517488, 0721516357, 0721517335, 0721518305

### Attachments

- PH4-A1: Rezoning Case No. 24CZ06 - Humie Olive Place - Staff Report
  - Application / Petition and Attachments
- PH4-A2: Rezoning Case No. 24CZ06 - Humie Olive Place - Planning Board Report to Town Council



## STAFF REPORT

### Rezoning #24CZ06 Humie Olive Place

May 28, 2024 Town Council Meeting



All property owners, tenants, and neighborhood associations within 300 feet of this rezoning have been notified per UDO Sec. 2.2.11 *Public Notification*.

#### **BACKGROUND INFORMATION:**

**Location:** 2155, 2157, & 0 Blazing Trail and 7996, 7994, 7990, 7988, 7984, & 7982 Humie Olive Road  
**Applicant/Owner:** Construction Masters, LLC

#### **PROJECT DESCRIPTION:**

**Acreage:** ±2.00  
**PIN:** 0721516598, 0721517488, 0721516357, 0721517335, 0721518305  
**Current Zoning:** Medium Density Residential-Conditional Zoning (MD-CZ #22CZ18)  
**Proposed Zoning:** Medium Density Residential-Conditional Zoning (MD-CZ)  
**2045 Land Use Map:** Medium Density Residential  
**Town Limits:** In Town Limits

#### **Adjacent Zoning & Land Uses:**

	<b>Zoning</b>	<b>Land Use</b>
<b>North:</b>	Planned Unit Development-Conditional Zoning (PUD-CZ #14CZ10)	Townhomes (Parkside at Bella Casa Subdivision)
<b>South:</b>	Rural Residential (RR)	Humie Olive Road; Apex Friendship High School
<b>East:</b>	Rural Residential (RR)	Single-family residential
<b>West:</b>	Planned Unit Development-Conditional Zoning (PUD-CZ #14CZ10); Rural Residential (RR)	Blazing Trail Drive; Townhomes (Parkside at Bella Casa Subdivision); Single-family residential

#### **Existing Conditions/Background:**

The project site consists of five (5) parcels and is located at the northeast corner of Humie Olive Road and Blazing Trail Drive. Currently, the site is under construction for four (4) lots totaling eight (8) duplexes. This application proposes to add a zoning condition in order to allow one (1) lot to have frontage on a public alley rather than a public street.

The project timeline/history includes the following:

- #16CZ27: Rezoning from Rural Residential (RR) to Medium Density Residential-Conditional Zoning (MD-CZ), approved November 2016;
- Humie Olive Place Subdivision Construction Drawings approved and signed July 2020;
- #22CZ18: Rezoning to amend conditions and increase number of units allowed, approved January 2023;
- Revised Master Subdivision Plan was submitted March 2023 to incorporate additional duplex lot. It was determined that either a UDO amendment or a rezoning was needed to allow the lot to be accessed solely from the public alley.

#### **Neighborhood Meetings:**

The applicant conducted neighborhood meetings on March 26, 2024 and April 22, 2024. The neighborhood meeting reports are attached.

## STAFF REPORT

Rezoning #24CZ06 Humie Olive Place

May 28, 2024 Town Council Meeting



### WCPSS Coordination:

An updated Letter of Impact from Wake County Public School System (WCPSS) was not requested for this rezoning since no increase in the number of residential units was proposed.

### 2045 Land Use Map:

The 2045 Land Use Map classifies the subject property as Medium Density Residential. The proposed rezoning to Medium Density Residential-Conditional Zoning (MD-CZ) is consistent with that land use classification.

### PROPOSED ZONING CONDITIONS:

The revised condition is shown in bold below.

#### Limitation of Uses:

The Rezoned Lands may be used for, and only for, the uses listed immediately below. The permitted uses are subject to the limitations and regulations stated in the UDO and any additional limitations or regulations stated below. For convenience, some relevant sections of the UDO may be referenced; such references do not imply that other sections of the UDO do not apply. An "S" indicates that a use category or specific use type is allowed only if reviewed and approved in accordance with the procedures and standards of Sec. 2.3.5 *Special Use*.

#### Permitted Uses and Limitations:

- |                        |                          |
|------------------------|--------------------------|
| 1. Single-family       | 4. Day care facility (S) |
| 2. Duplex              | 5. Utility, minor        |
| 3. Accessory apartment |                          |

#### Conditions:

1. Vinyl siding is not permitted, however vinyl windows, decorative elements and trim are permitted.
2. All single-family and duplex homes shall have a crawl space or have 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.
3. Garage doors must have windows, decorative details or carriage-style adornments on them .
4. The garage cannot protrude more than 1 foot out from the front façade or front porch.
5. The density for the parcel shall be limited to no more than 6 units per acre. The maximum number of units shall be 12.
6. The garages for duplex units shall be on opposite sides of the structure.
7. The width of the garage doors shall be no more than 60% of the total width of the house and garage together.
8. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
9. Eaves shall project at least 12 inches from the wall of the structure.
10. The visible side of a home on a corner lot facing the public street shall contain at least 3 decorative elements such as, but not limited to, the following elements:
  - Windows
  - Decorative shake
  - Bay window
  - Decorative air vents on gable
  - Recessed window
  - Decorative gable
  - Decorative window
  - Decorative cornice
  - Trim around the windows
  - Column
  - Wrap around porch or side porch
  - Portico
  - Two or more building materials
  - Balcony
  - Decorative brick/stone
  - Dormer
  - Decorative trim

## STAFF REPORT

### Rezoning #24CZ06 Humie Olive Place

May 28, 2024 Town Council Meeting



11. The roofline for duplexes must be broken up vertically between each unit.
12. All rear elevations for duplexes shall include the following:
  - 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.
  - Windows on at least 30% of the rear façade (not including the roof). The building plans shall include the calculation of the rear wall area and the percent of that area that is windows.
13. All duplex units shall be two stories.
14. One (1) new duplex building shall provide active PV solar for a total of two (2) systems.
15. The project shall install at least one (1) pet waste station in a location that is publicly accessible, such as a side path, sidewalk or SCM .
16. All RCA landscape plantings shall be native species. Landscaping shall be coordinated and approved by the Planning Department at site or subdivision review.
17. The Developer shall extend the 5' wide sidewalk along the site frontage north along Blazing Trail Drive to complete the connection to the existing 5' wide sidewalk at The Parkside at Bella Casa - Phase 13A common area to the north. This sidewalk connection is subject to approval and recording of a public access easement on HOA common Area by The Townes at Bella Casa Association, Inc.
- 18. Lot frontage and primary access shall be allowed on a public alley for one (1) lot provided that a public sidewalk is built within a public access easement from the lot to a public street.**

#### **ENVIRONMENTAL ADVISORY BOARD:**

This rezoning was exempt from meeting with the Apex Environmental Advisory Board (EAB) per Unified Development Ordinance (UDO) Section 2.1.9.A.2.a as the rezoning is to amend zoning conditions which have no environmental impact on a site.

#### **PLANNING STAFF RECOMMENDATION:**

Planning staff recommends approval of Rezoning #24CZ06 with the conditions as offered by the applicant.

#### **PLANNING BOARD RECOMMENDATION:**

The Planning Board held a public hearing on May 13, 2024 and unanimously recommended approval.

#### **ANALYSIS STATEMENT OF THE REASONABLENESS OF THE PROPOSED REZONING:**

This Statement will address consistency with the Town's comprehensive and other applicable plans, reasonableness, and effect on public interest:

The 2045 Land Use Map classifies the subject properties as Medium Density Residential. The proposed rezoning to Medium Density Residential-Conditional Zoning (MD-CZ) is consistent with that land use classification.

The proposed rezoning is reasonable and in the public interest because it will provide the ability for the Humie Olive Place Subdivision to achieve the permitted density that was approved with the previous rezoning case with the needed flexibility of utilizing the public alley to meet the lot frontage and primary access.



### CONDITIONAL ZONING STANDARDS:

The Town Council shall find the MD-CZ designation demonstrates compliance with the following standards.  
2.3.3.F:

#### Legislative Considerations

The applicant shall propose site-specific standards and conditions that take into account the following considerations, which are considerations that are relevant to the legislative determination of whether or not the proposed conditional zoning district rezoning request is in the public interest. These considerations do not exclude the legislative consideration of any other factor that is relevant to the public interest.

- 1) *Consistency with 2045 Land Use Map.* The proposed Conditional Zoning District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Map.
- 2) *Compatibility.* The proposed Conditional Zoning District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.
- 3) *Zoning district supplemental standards.* The proposed Conditional Zoning District use's compliance with Sec 4.4 *Supplemental Standards*, if applicable.
- 4) *Design minimizes adverse impact.* The design of the proposed Conditional Zoning District use's minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare, and vibration and not create a nuisance.
- 5) *Design minimizes environmental impact.* The proposed Conditional Zoning District use's minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.
- 6) *Impact on public facilities.* The proposed Conditional Zoning District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.
- 7) *Health, safety, and welfare.* The proposed Conditional Zoning District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.
- 8) *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning District use is substantially detrimental to adjacent properties.
- 9) *Not constitute nuisance or hazard.* Whether the proposed Conditional Zoning District use constitutes a nuisance or hazard due to traffic impact or noise, or because of the number of persons who will be using the Conditional Zoning (CZ) District use.
- 10) *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.







## PETITION TO AMEND THE OFFICIAL ZONING MAP

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

Application #: #24CZ06 Submittal Date: 4/1/2024  
Fee Paid: \_\_\_\_\_

### Project Information

Project Name: Humie Olive Place  
Address(es): 2155, 2157 & 0 Blazing Trail and 7996, 7994, 7990, 7988, 7984 & 7982 Humie Olive Rd  
PIN(s): 0721-51-6598, 0721-51-7488, 0721-51-6357, 0721-51-7335, 0721-51-8305  
Acreage: 2  
Current Zoning: MD-CZ (22CZ18) Proposed Zoning: MD-CZ  
Current 2045 LUM Classification(s): Medium Density Residential  
Is the proposed rezoning consistent with the 2045 LUM Classification(s)? Yes ☒ No

If any portion of the project is shown as mixed use (3 or more stripes on the 2045 Land Use Map) provide the following:

Area classified as mixed use: Acreage: \_\_\_\_\_  
Area proposed as non-residential development: Acreage: \_\_\_\_\_  
Percent of mixed use area proposed as non-residential: Percent: \_\_\_\_\_

### Applicant Information

Name: Construction Masters, LLC  
Address: 7904 Humie Olive Rd  
City: Apex State: NC Zip: 27502  
Phone: (919) 995-5876 E-mail: office@conzalpm.com

### Owner Information

Name: Construction Masters, LLC  
Address: 7904 Humie Olive Rd  
City: Apex State: NC Zip: 27502  
Phone: (919) 995-5876 E-mail: office@conzalpm.com

### Agent Information

Name: Jones & Cnossen Engineering, PLLC  
Address: 221 N. Salem St., Suite 001  
City: Apex State: NC Zip: 27502  
Phone: (919) 387-1174 E-mail: peter@jonescnossen.com

Other contacts: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## PETITION INFORMATION

Application #: #24CZ06 Submittal Date: 4/1/2024

An application has been duly filed requesting that the property described in this application be rezoned from MD-CZ (22CZ18) to MD-CZ. It is understood and acknowledged that if the property is rezoned as requested, the property described in this request will be perpetually bound to the use(s) authorized and subject to such conditions as imposed, unless subsequently changed or amended as provided for in the Unified Development Ordinance (UDO). It is further understood and acknowledged that final plans for any specific development to be made pursuant to any such Conditional Zoning shall be submitted for site or subdivision plan approval, as required by the UDO. Use additional pages as needed.

## PROPOSED USES:

The Rezoned Lands may be used for, and only for, the uses listed immediately below. The permitted uses are subject to the limitations and regulations stated in the UDO and any additional limitations or regulations stated below. For convenience, some relevant sections of the UDO may be referenced; such references do not imply that other sections of the UDO do not apply.

1	Single family	21	
2	Duplex	22	
3	Accessory apartment	23	
4	Day care facility (s)	24	
5	Utility, minor	25	
6		26	
7		27	
8		28	
9		29	
10		30	
11		31	
12		32	
13		33	
14		34	
15		35	
16		36	
17		37	
18		38	
19		39	
20		40	

## PETITION INFORMATION

Application #: #24CZ06 Submittal Date: 4/1/2024

**PROPOSED CONDITIONS:**

The applicant hereby requests that the Town Council of the Town of Apex, pursuant to the Unified Development Ordinance, approve the Conditional Zoning for the above listed use(s) subject to the following condition(s). Use additional pages as needed.

See attached.

## LEGISLATIVE CONSIDERATIONS - CONDITIONAL ZONING

The applicant shall propose site-specific standards and conditions that take into account the following considerations, which are considerations that are relevant to the legislative determination of whether or not the proposed conditional zoning district rezoning request is in the public interest. These considerations do not exclude the legislative consideration of any other factor that is relevant to the public interest. Use additional pages as needed.

1) *Consistency with 2045 Land Use Map.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Map.

This rezoning is consistent with the 2045 Land Use Map. The rezoning addresses zoning conditions only and does not propose to change any of the allowable uses.

2) **Compatibility.** The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.

This rezoning would not change any of the current uses, so it is appropriate for its proposed location.

**Proposed Zoning Conditions:**

1. Vinyl siding is not permitted, however vinyl windows, decorative elements and trim are permitted.
2. All single-family and duplex homes shall have a crawl space or have 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.
3. Garage doors must have windows, decorative details or carriage-style adornments on them.
4. The garage cannot protrude more than 1 foot out from the front facade or front porch.
5. The density for the parcel shall be limited to no more than 6 units per acre. The maximum number of units shall be 12.
6. The garages for duplex units shall be on opposite sides of the structure.
7. The width of the garage doors shall be no more than 60% of the total width of the house and garage together.
8. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
9. Eaves shall project at least 12 inches from the wall of the structure.
10. The visible side of a home on a corner lot facing the public street shall contain at least 3 decorative elements such as, but not limited to, the following elements:
  - Windows
  - Bay window
  - Recessed window
  - Decorative window
  - Trim around the windows
  - Wrap around porch or side porch
  - Two or more building materials
  - Decorative brick/stone
  - Decorative trim
  - Decorative shake
  - Decorative air vents on gable
  - Decorative gable
  - Decorative cornice
  - Column
  - Portico
  - Balcony
  - Dormer
11. The roofline for duplexes must be broken up vertically between each unit.
12. All rear elevations for duplexes shall include the following:
  - A change in roofline plus an additional projection on the rear facade such as, but not limited to, a bay window, cantilever, fireplace, or enclosed porch.
  - Windows on at least 30% of the rear facade (not including the roof). The building plans shall include the calculation of the rear wall area and the percent of that area that is windows.
13. All duplex units shall be two stories.
14. One (1) new duplex building shall provide active PV solar for a total of two (2) systems.

15. The project shall install at least one (1) pet waste station in a location that is publicly accessible, such as a side path, sidewalk or SCM.
16. All RCA landscape plantings shall be native species. Landscaping shall be coordinated and approved by the Planning Department at site or subdivision review.
17. The Developer shall extend the 5' wide sidewalk along the site frontage north along Blazing Trail Drive to complete the connection to the existing 5' wide sidewalk at The Parkside at Bella Casa - Phase 13A common area to the north. This sidewalk connection is subject to approval and recording of a public access easement on HOA common Area by The Townes at Bella Casa Association, Inc.
18. **Lot frontage and primary access shall be allowed on a public alley for one (1) lot provided that a public sidewalk is built within a public access easement from the lot to a public street.**

## PETITION INFORMATION

Application #: #24CZ06 Submittal Date: 4/1/2024

3) Zoning district supplemental standards. The proposed Conditional Zoning (CZ) District use's compliance with Sec 4.4 *Supplemental Standards*, if applicable.

All uses that fall within the supplemental standards will be consistent with the standards provided in the Town of Apex UDO.

4) *Design minimizes adverse impact.* The design of the proposed Conditional Zoning (CZ) District use's minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare, and vibration and not create a nuisance.

This rezoning would not change any of the current uses; it would only add one condition to allow one lot public alley frontage & access. So, it shouldn't have any adverse impact to surrounding properties.

5) *Design minimizes environmental impact.* The proposed Conditional Zoning District use's minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.

This rezoning would not change any of the current uses. The development will maintain required buffering, Resource Conservation Area and provide stormwater controls as environmental measures.

6) *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.

This rezoning adds one condition to allow one lot public alley frontage and access. It does not require new infrastructure, so there is no adverse impact to public facilities and services.

7) *Health, safety, and welfare.* The proposed Conditional Zoning (CZ) District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.

This rezoning would not change any of the current uses, so it shouldn't have any adverse impacts to health, safety and welfare.



**PETITION INFORMATION**

Application #: #24CZ06 Submittal Date: 4/1/2024

8) *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.

This rezoning remains consistent with adjacent development standards, so it should not be detrimental to adjoining properties.

9) *Not constitute nuisance or hazard.* Whether the proposed Conditional Zoning (CZ) District use constitutes a nuisance or hazard due to traffic impact or noise, or because of the number of persons who will be using the Conditional Zoning (CZ) District use.

This rezoning does not add density; it only adds a condition to allow one lot public alley frontage and access. So, there should be no traffic or noise impacts.

10) *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning (CZ) District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.

The UDO does not include specific language for lots to front a public alley. So, this rezoning is required to add a condition for this purpose. The rezoning complies with all other provisions of the UDO.

Legal Description

Beginning at an existing iron pipe at the eastern right-of-way intersection of Blazing Trail and N.C.S.R. 1142 on the southwest corner of Ray Powell property and runs thence North  $11^{\circ} 37' 04''$  East 330.61 feet along Blazing Trail to an existing iron pipe; runs thence South  $84^{\circ} 43' 42''$  East 227.93 feet to an existing iron pipe; runs then South  $06^{\circ} 00' 00''$  West 383.23 feet to an existing iron pipe on the right-of-way of N.C.S.R. 1142; runs thence North  $72^{\circ} 21' 54''$  West 174.58 feet along the right-of-way to an existing iron pipe; runs thence North  $73^{\circ} 46' 33''$  West 90.73 feet back to the point of beginning, containing 2.00 acres.

**AGENT AUTHORIZATION FORM**Application #: #24CZ06Submittal Date: 4/1/2024

Construction Masters LLC is the owner\* of the property for which the attached application is being submitted:

- ☒ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☒ Subdivision
- ☐ Variance
- ☐ Other: \_\_\_\_\_

The property address is: 2155, 2157&0 Blazing Trail;7996, 7994, 7990, 7988, 7984 &7982 Humie Olive RdThe agent for this project is: Jones & Cnossen Engineering, PLLC

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Peter CnossenAddress: PO Box 1062, Apex NC 27502Telephone Number: 919-387-1174E-Mail Address: peter@jonescnossen.com

Signature(s) of Owner(s)\*

Mohamed ElfadalyMohamed Elfadaly04/23/2024

Type or print name

Date

Type or print name

Date

Attach additional sheets if there are additional owners.

\*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

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

**AFFIDAVIT OF OWNERSHIP**Application #: #24CZ06Submittal Date: 4/1/2024

The undersigned, Construction Masters LLC (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 2155, 2157&0 Blazing Trail; 7996, 7994, 7990, 7988, 7984 & 7982 Humie Olive Rd and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 11/16/2019, and recorded in the Wake County Register of Deeds Office on 12/11/2019, in Book 017680 Page 00223.
4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 11/16/2019, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 11/16/2019, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 23rd day of April, 2024.

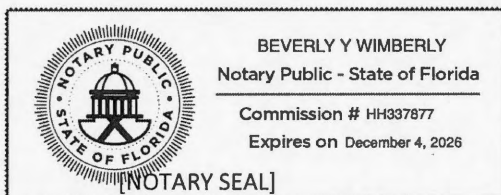
Mohamed Elfadaly (seal)  
Mohamed Elfadaly

Type or print name

Florida

STATE OF ~~NORTH CAROLINA~~  
COUNTY OF Broward

I, the undersigned, a Notary Public in and for the County of Broward, hereby certify that Mohamed Elfadaly, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's North Carolina DL, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.



Beverly Y Wimberly Beverly Y Wimberly  
Notary Public Florida  
State of ~~North Carolina~~  
My Commission Expires: 12/04/2026

Notarized remotely online using communication technology via Proof.

## AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: #24CZ06

Submittal Date: 4/1/2024

**Insert legal description below.**

### Legal Description

Beginning at an existing iron pipe at the eastern right-of-way intersection of Blazing Trail and N.C.S.R. 1142 on the southwest corner of Ray Powell property and runs thence North  $11^{\circ} 31' 04''$  East 330.61 feet along Blazing Trail to an existing iron pipe; runs thence South  $84^{\circ} 43' 42''$  East 227.93 feet to an existing iron pipe; runs then South  $06^{\circ} 00' 00''$  West 383.23 feet to an existing iron pipe on the right-of-way of N.C.S.R. 1142; runs thence North  $72^{\circ} 21' 54''$  West 174.58 feet along the right-of-way to an existing iron pipe; runs thence North  $73^{\circ} 46' 33''$  West 90.73 feet back to the point of beginning, containing 2.00 acres.





**Jones & Cnossen**  
ENGINEERING, PLLC

Civil Engineering | Construction Management | Land Planning

221 N. SALEM ST, SUITE 001  
PO BOX 1062  
APEX, NC 27502  
Office: 919-387-1174  
Fax: 919-387-3375  
[www.jonescnossen.com](http://www.jonescnossen.com)

### Zoom Meeting Details – Humie Olive Place

When: **March 26, 2024 06:00 PM Eastern Time** (US and Canada)

**Register using the QR code:**

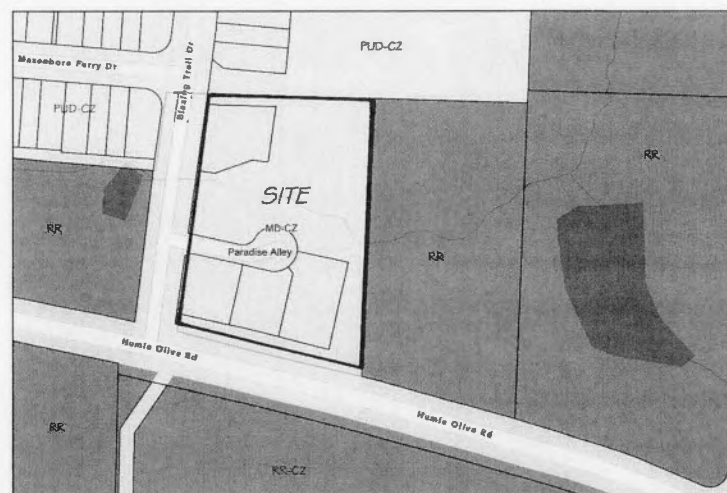


**Or go to: [www.zoom.com](http://www.zoom.com). Click on “JOIN”. Enter the Meeting ID: 822 4005 5845 and then the Passcode: 492819.**

Provide your First & Last Name, Email address and Street address. This will help with attendance at the meeting and register you for the meeting. You will then receive an email confirmation with a link to join the meeting on March 26th.

**Or to join the meeting by phone:** dial (929) 205-6099 or (301) 715-8592 and enter the Meeting ID 822 4005 5845 and the Passcode 492819. If there are any questions regarding the upcoming meeting or you experience any issues registering for the meeting, please contact our office for assistance.

### Vicinity Exhibit



## PROJECT CONTACT INFORMATION

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

### Development Contacts:

Project Name: Humie Olive Place Zoning: MD-CZ  
 Location: 2155 & 2157 & 0 Blazing Trail and 7996, 7994, 7990, 7988, 7984 & 7982 Humie Olive Rd  
 Property PIN(s): 0721-51-6598, 0721-51-7488 Acreage/Square Feet: 2  
0721-51-6357, 0721-51-7335, 0721-51-8305

Property Owner: Construction Masters, LLC  
 Address: 7904 Humie Olive Rd  
 City: Apex State: NC Zip: 27502  
 Phone: (919) 995-5876 Email: office@conzalpm.com

Developer: Construction Masters, LLC  
 Address: 5520 Louisburg Rd  
 City: Raleigh State: NC Zip: 27616  
 Phone: (919) 995-5876 Fax: \_\_\_\_\_ Email: office@conzalpm.com

Engineer: Jones & Cnossen Engineering, PLLC  
 Address: 221 N. Salem St, Suite 001  
 City: Apex State: NC Zip: 27502  
 Phone: (919) 387-1174 Fax: \_\_\_\_\_ Email: peter@jonescnossen.com

Builder (if known): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Please note that Town staff will not have complete information about a proposed development until the application is submitted for review. If you have a question about Town development standards and how they relate to the proposed development, please contact the appropriate staff person listed below.

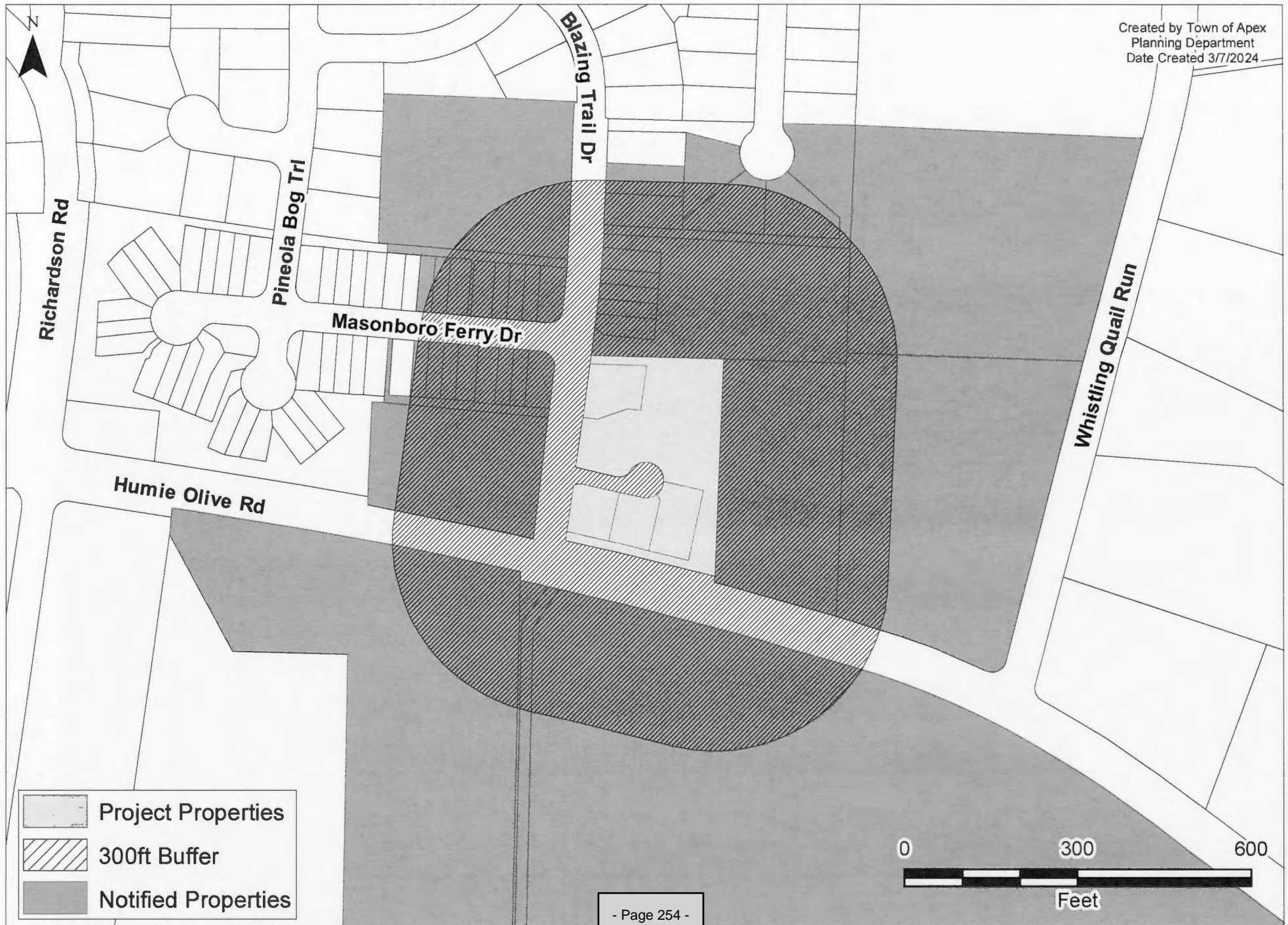
### Town of Apex Department Contacts

Planning Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks Planning Project Manager	(919) 372-7468
Public Works - Transportation Russell Dalton, Traffic Engineering Manager	(919) 249-3358
Water Resources Department Jessica Bolin, Environmental Engineering Manager (Stormwater, Sedimentation & Erosion Control)	(919) 249-3537
Matt Echols, Utility Engineering Manager (Water & Sewer)	(919) 372-7505
Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(919) 249-3342

2706 MASONBORO FERRY DR	0721515724	ACKLEY, JANA A	2706 MASONBORO FERRY DR	APEX NC 27502-3683
2710 MASONBORO FERRY DR	0721514775	ADM & PVM LLC	1967 MOSTYN LN	APEX NC 27502-8509
0 LAKE WACCAMAW TRL	0721510603	ANANDA OWNERS ASSOCIATION INC	1410 HILLSBOROUGH ST	RALEIGH NC 27605-1829
7917 HUMIE OLIVE RD	0721505118	ARCH PARTNERS LLC	828 HIGHLAND LN NE APT 2305	ATLANTA GA 30308-4379
2135 BLAZING TRAIL DR	0721517958	AWAN, FARHAN MUSHTAQ AWAN, YASMEEN	2135 BLAZING TRAIL DR	APEX NC 27502-3679
2149 BLAZING TRAIL DR	0721517819	BHANOT, RAJAN CHAUHAN, PREETI	2149 BLAZING TRAIL DR	APEX NC 27502-3679
2695 LAKE WACCAMAW TRL	0721519809	CHAMBERLAIN HOMES LLC	120 A N SALEM ST	CARY NC 27513
8013 HUMIE OLIVE RD	0721514143	CHRISTIAN CHAPEL CHURCH	PO BOX 22	APEX NC 27502-0022
7994 HUMIE OLIVE RD	0721516357	CONSTRUCTION MASTERS LLC	7804 HUMIE OLIVE RD	APEX NC 27502-8604
2716 MASONBORO FERRY DR	0721514735	DENDULK, CHRISTINA L DENDULK, DOUGLAS M	105 DUMONT CT	APEX NC 27523-3858
2703 MASONBORO FERRY DR	0721515569	DESHPANDE, BALAJI DESHPANDE, RUPALI	17 CROYDON AVE	RONKONKOMA NY 11779-1947
2131 BLAZING TRAIL DR	0721517954	DEVARAKONDA, ARUN KUMAR SATYAVOLU, JAYALAKSHMI CHANDRIKA	2131 BLAZING TRAIL DR	APEX NC 27502-3679
2717 MASONBORO FERRY DR	0721513681	DUDLEY, JAMELL E MCVAINE, MORGAN E	2717 MASONBORO FERRY DR	APEX NC 27502-3683
2728 WHISTLING QUAIL RUN	0721812452	EASON, BRIAN EASON, TRISHA	2728 WHISTLING QUAIL RUN	APEX NC 27502-8401
2684 LAKE WACCAMAW TRL	0721810818	GADDAM, KALADHAR SIRIMALLA, SRUJANA	2684 LAKE WACCAMAW TRL	APEX NC 27502-8558
2147 BLAZING TRAIL DR	0721517722	GREMAUD, PIERRE ALAIN LOYCANO, ROSEMARY ANN	2147 BLAZING TRAIL DR	APEX NC 27502-3679
2141 BLAZING TRAIL DR	0721517820	HAIGHT, JULIE A	2141 BLAZING TRAIL DR	APEX NC 27502-3679
2712 WHISTLING QUAIL RUN	0721813839	HARDESTY, STEVEN HARDESTY, CHRISTINA	2712 WHISTLING QUAIL RUN	APEX NC 27502-8401
2718 MASONBORO FERRY DR	0721513796	HOWARD, THOMAS MICHAEL TRUSTEE HOWARD, JACQUELYN NICOLE TRUSTEE	2754 LAKE WACCAMAW TRL	APEX NC 27502-8555
2705 MASONBORO FERRY DR	0721515630	JIANG, RAYMOND YANG, JULIA	180 DILLON AVE UNIT 301	CAMPBELL CA 95008-3096
2143 BLAZING TRAIL DR	0721517727	KELLY, JULIANNE	2143 BLAZING TRAIL DR	APEX NC 27502-3679
2709 BLAZING TRAIL DR	0721514966	PALEKAR, HARENDRA VAMAN PALEKAR, PRUTHVI DESHPANDE	121 AMABLE LOOP	CARY NC 27519-5578
2719 MASONBORO FERRY DR	0721513661	POHLMAN, ROBERT JAMES	2179 MASONBORO FERRY DR	APEX NC 27502
2720 MASONBORO FERRY DR	0721513776	RIZZO, PETER VINCENT	2720 MASONBORO FERRY DR	APEX NC 27502-3683
2708 MASONBORO FERRY DR	0721515705	RONECKER, FRED WILLIAM RONECKER, SHARON	2708 MASONBORO FERRY DR	APEX NC 27502-3683
2704 MASONBORO FERRY DR	0721515754	RYDEN LLC	3519 ESTATES EDGE DR	NEW HILL NC 27562-9320
2702 MASONBORO FERRY DR	0721515784	SCHLUMM, HEATHER L	2702 MASONBORO FERRY DR	APEX NC 27502-3683
8008 HUMIE OLIVE RD	0721514434	SCOTT, ANNIE MAE	8008 HUMIE OLIVE RD	APEX NC 27502-8635
7900 HUMIE OLIVE RD	0721519475	SCOTT, ELVIN	7900 HUMIE OLIVE RD	APEX NC 27502-8604
0 BLAZING TRAIL DR	0721518752	THE TOWNHES AT BELLA CASA ASSOCIATION INC	OMEGA ASSOCIATION MANAGEMENT INC	180 NE MAYNARD RD STE 210
7901 HUMIE OLIVE RD	0720094726	THE WAKE COUNTY BOARD OF EDUCATION	ATTN: BETTY L PARKER	111 CORNING RD STE 100
2715 MASONBORO FERRY DR	0721514611	WINKLER, KATIE	2715 MASONBORO FERRY DR	APEX NC 27502-3683
2713 MASONBORO FERRY DR	0721514641	WINSTON, BRENT WINSTON, ASHLEY	2713 MASONBORO FERRY DR	APEX NC 27502-3683
2708 MASONBORO FERRY DR	0721514670	XIONG, HUIJUN WANG, GUANYING	2708 MASONBORO FERRY DR	APEX NC 27502-3683
2145 BLAZING TRAIL DR	0721517724	YANG, GUOHUA TRUSTEE ZHENG, HUI TRUSTEE	3016 NASHVILLE DR	SAN JOSE CA 95133-2059
		APEX TOWN OF	PO BOX 250	APEX NC 27502
		Current Tenant	2145 Blazing Trail DR	APEX NC 27502
		Current Tenant	2708 Blazing Trail DR	APEX NC 27502
		Current Tenant	7701 Humie Olive RD	APEX NC 27502
		Current Tenant	7801 Humie Olive RD	APEX NC 27502
		Current Tenant	7901 Humie Olive RD	APEX NC 27502
		Current Tenant	8013 Humie Olive RD	APEX NC 27502
		Current Tenant	2661 Lake Waccamaw TRL	APEX NC 27502
		Current Tenant	2665 Lake Waccamaw TRL	APEX NC 27502
		Current Tenant	2671 Lake Waccamaw TRL	APEX NC 27502
		Current Tenant	2703 Masonboro Ferry DR	APEX NC 27502
		Current Tenant	2704 Masonboro Ferry DR	APEX NC 27502
		Current Tenant	2705 Masonboro Ferry DR	APEX NC 27502
		Current Tenant	2707 Masonboro Ferry DR	APEX NC 27502
		Current Tenant	2710 Masonboro Ferry DR	APEX NC 27502
		Current Tenant	2716 Masonboro Ferry DR	APEX NC 27502
		Current Tenant	2718 Masonboro Ferry DR	APEX NC 27502
		Current Tenant	2719 Masonboro Ferry DR	APEX NC 27502

Created by Town of Apex Planning Department  
Date Created: 3/7/2024

# Notified Properties within 300ft of the Project Properties



# NEIGHBORHOOD MEETING SIGN-IN SHEET

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

Meeting Address: Zoom - see enclosed details

Date of meeting: March 26, 2024 Time of meeting: 6:00-7:00 PM

Property Owner(s) name(s): Construction Masters, LLC

Applicant(s): Jones & Cnossen Engineering, PLLC

Please print your name below, state your address and/or affiliation with a neighborhood group, and provide your phone number and email address. Providing your name below does not represent support or opposition to the project; it is for documentation purposes only. For virtual meetings, applicants must include all known participants and request the information below.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	Peter Cnossen, Jones & Cnossen Engineering	221 N Salem St., Ste 001, Apex	919-387-1174	peter@jonescnossen.com	<input type="checkbox"/>
2.	Nicole Hargrove	2736 Masonboro Ferry Dr			<input checked="" type="checkbox"/>
3.					<input type="checkbox"/>
4.					<input type="checkbox"/>
5.					<input type="checkbox"/>
6.					<input type="checkbox"/>
7.					<input type="checkbox"/>
8.					<input type="checkbox"/>
9.					<input type="checkbox"/>
10.					<input type="checkbox"/>
11.					<input type="checkbox"/>
12.					<input type="checkbox"/>
13.					<input type="checkbox"/>
14.					<input type="checkbox"/>

Use additional sheets, if necessary.



## SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

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

Property Owner(s) name(s): Construction Masters, LLC

Applicant(s): Jones & Crossen Engineering, PLLC

Contact information (email/phone): \_\_\_\_\_

Meeting Address: Zoom - see enclosed details

Date of meeting: March 26, 2024

Time of meeting: 6:00-7:00 PM

Please summarize the questions/comments and your responses from the Neighborhood Meeting or emails/phone calls received in the spaces below (attach additional sheets, if necessary). Please state if/how the project has been modified in response to any concerns. The response should not be "Noted" or "No Response". There has to be documentation of what consideration the neighbor's concern was given and justification for why no change was deemed warranted.

Question/Concern #1:

What is being proposed on the property?

Applicant's Response:

Provided a history of the project including past rezoning and development approvals. Sole purpose of the rezoning is to allow one duplex lot to front along the public alley. Presented the planned lot layout and discussed buffers, access and observed traffic on Humie Olive Road. Discussion was more or less informational.

Question/Concern #2:

Applicant's Response:

Question/Concern #3:

Applicant's Response:

Question/Concern #4:

Applicant's Response:

# AFFIDAVIT OF CONDUCTING A NEIGHBORHOOD MEETING, SIGN-IN SHEET AND ISSUES/RESPONSES SUBMITTAL

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

I, Peter D. Cnossen, do hereby declare as follows:

Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Minor Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7.B *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Planning Department, all property owners and tenants abutting and within 300 feet of the subject property and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the Neighborhood Meeting.
3. The meeting was conducted at Zoom - see enclosed details (location/address) on March 26, 2024 (date) from 6:00 PM (start time) to 7:00 PM (end time).
4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.

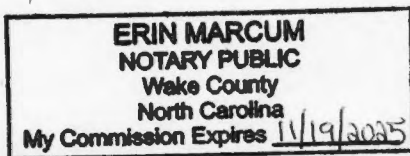
3/27/2024  
Date

By: Peter D. Cnossen

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Erin Marcum, a Notary Public for the above State and County, on this the 27th day of March, 2024.

SEAL



Erin Marcum  
Notary Public  
Erin Marcum  
Print Name

My Commission Expires: November 19, 2025

# NOTICE OF NEIGHBORHOOD MEETING

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

April 05, 2024

Date

Dear Neighbor:

You are invited to a neighborhood meeting to review and discuss the development proposal at

2155 & 2157 and 0 Blazing Trail

0721-51-6598, 0721-51-7488

7996, 7994, 7990, 7988, 7984 & 7982 Humie Olive Rd

0721-51-6357, 0721-51-7335, 0721-51-8305

Address(es)

PIN(s)

in accordance with the Town of Apex Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, please refer to the Project Contact Information page for ways to contact the applicant. Notified neighbors may request that the applicant provide updates and send plans via email or mail. Once an application has been submitted to the Town, it may be tracked using the [Interactive Development Map](#) or the [Apex Development Report](#) located on the Town of Apex website at <http://www.apexnc.org/180>. Applications for Rezoning must hold a second Neighborhood Meeting in the month prior to the anticipated public hearing date.

A Neighborhood Meeting is required because this project includes (check all that apply):

Application Type	Approving Authority
<input checked="" type="checkbox"/> Rezoning (including Planned Unit Development)	Town Council
<input type="checkbox"/> Major Site Plan	Technical Review Committee (staff)
<input type="checkbox"/> Minor Site Plan for the uses "Day care facility", "Government service", "School, public or private", "Restaurant, drive-through", or "Convenience store with gas sales"	Technical Review Committee (staff)
<input type="checkbox"/> Special Use Permit	Board of Adjustment (QJPH*)
<input type="checkbox"/> Residential Master Subdivision Plan (excludes exempt subdivisions)	Technical Review Committee (staff)

\*Quasi-Judicial Public Hearing: The Board of Adjustment cannot discuss the project prior to the public hearing.

The following is a description of the proposal (also see attached map(s) and/or plan sheet(s)):

This rezoning is to add a zoning condition that will allow one (1) duplex lot to front on Paradise Alley. All other conditions and uses allowed in rezoning

22CZ18 remain unchanged. This second Neighborhood Meeting is required by the Town of Apex, but please note that the purpose of the rezoning has

not changed since the first meeting. We anticipate the project will be reviewed at the Town of Apex Planning Board and Town Council meetings in May.

Estimated submittal date: project was submitted on April 01, 2024

## MEETING INFORMATION:

Property Owner(s) name(s):

Construction Masters, LLC

Applicant(s):

Jones & Cossen Engineering, PLLC

Contact information (email/phone):

[peter@jonescossen.com](mailto:peter@jonescossen.com)/(919) 387-1174

Meeting Address:

Zoom - see enclosed details

Date/Time of meeting\*\*:

April 22, 2024 6:00 - 7:00 PM

Welcome: 6:00 PM

Project Presentation: 6:05 PM

Question & Answer: 6:15 - 7:00 PM

\*\*Meetings shall occur between 5:00 p.m.-9:00 p.m. on a Monday through Thursday (excluding Town recognized holidays). If you have questions about the general process for this application, please contact the Planning Department at 919-249-3426. You may also find information about the Apex Planning Department and on-going planning efforts at <http://www.apexnc.org/180>.



**Jones & Cnossen**  
ENGINEERING, PLLC

Civil Engineering | Construction Management | Land Planning

221 N. SALEM ST, SUITE 001  
PO BOX 1062  
APEX, NC 27502  
Office: 919-387-1174  
Fax: 919-387-3375  
[www.jonescnossen.com](http://www.jonescnossen.com)

### Zoom Meeting Details – Humie Olive Place Rezoning

When: **April 22, 2024 06:00 PM Eastern Time (US and Canada)**

**Register using the QR code:**

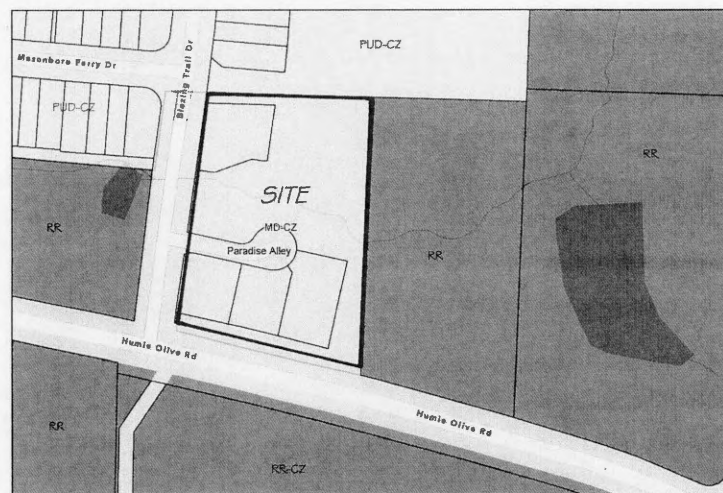


**Or go to: [www.zoom.com](http://www.zoom.com). Click on “JOIN”. Enter the Meeting ID: 847 0966 5362 and then the Passcode: 931124.**

Provide your First & Last Name, Email address and Street address. This will help with attendance at the meeting and register you for the meeting. You will then receive an email confirmation with a link to join the meeting on April 22nd.

**Or to join the meeting by phone:** dial (646) 931-3860 or (929) 205-6099 and enter the Meeting ID 847 0966 5362 and the Passcode 931124. If there are any questions regarding the upcoming meeting or you experience any issues registering for the meeting, please contact our office for assistance.

### Vicinity Exhibit



## PROJECT CONTACT INFORMATION

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

### Development Contacts:

Project Name: Humie Olive Place Zoning: MD-CZ  
 Location: 2155 & 2157 & 0 Blazing Trail and 7996, 7994, 7990, 7988, 7984 & 7982 Humie Olive Rd  
 Property PIN(s): 0721-51-6598, 0721-51-7488 Acreage/Square Feet: 2  
0721-51-6357, 0721-51-7335, 0721-51-8305

Property Owner: Construction Masters, LLC  
 Address: 7904 Humie Olive Rd  
 City: Apex State: NC Zip: 27502  
 Phone: (919) 995-5876 Email: office@conzalpm.com

Developer: Construction Masters, LLC  
 Address: 5520 Louisburg Rd  
 City: Raleigh State: NC Zip: 27616  
 Phone: (919) 995-5876 Fax: \_\_\_\_\_ Email: office@conzalpm.com

Engineer: Jones & Cnossen Engineering, PLLC  
 Address: 221 N. Salem St, Suite 001  
 City: Apex State: NC Zip: 27502  
 Phone: (919) 387-1174 Fax: \_\_\_\_\_ Email: peter@jonescnossen.com

Builder (if known): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**Please note that Town staff will not have complete information about a proposed development until the application is submitted for review. If you have a question about Town development standards and how they relate to the proposed development, please contact the appropriate staff person listed below.**

### Town of Apex Department Contacts

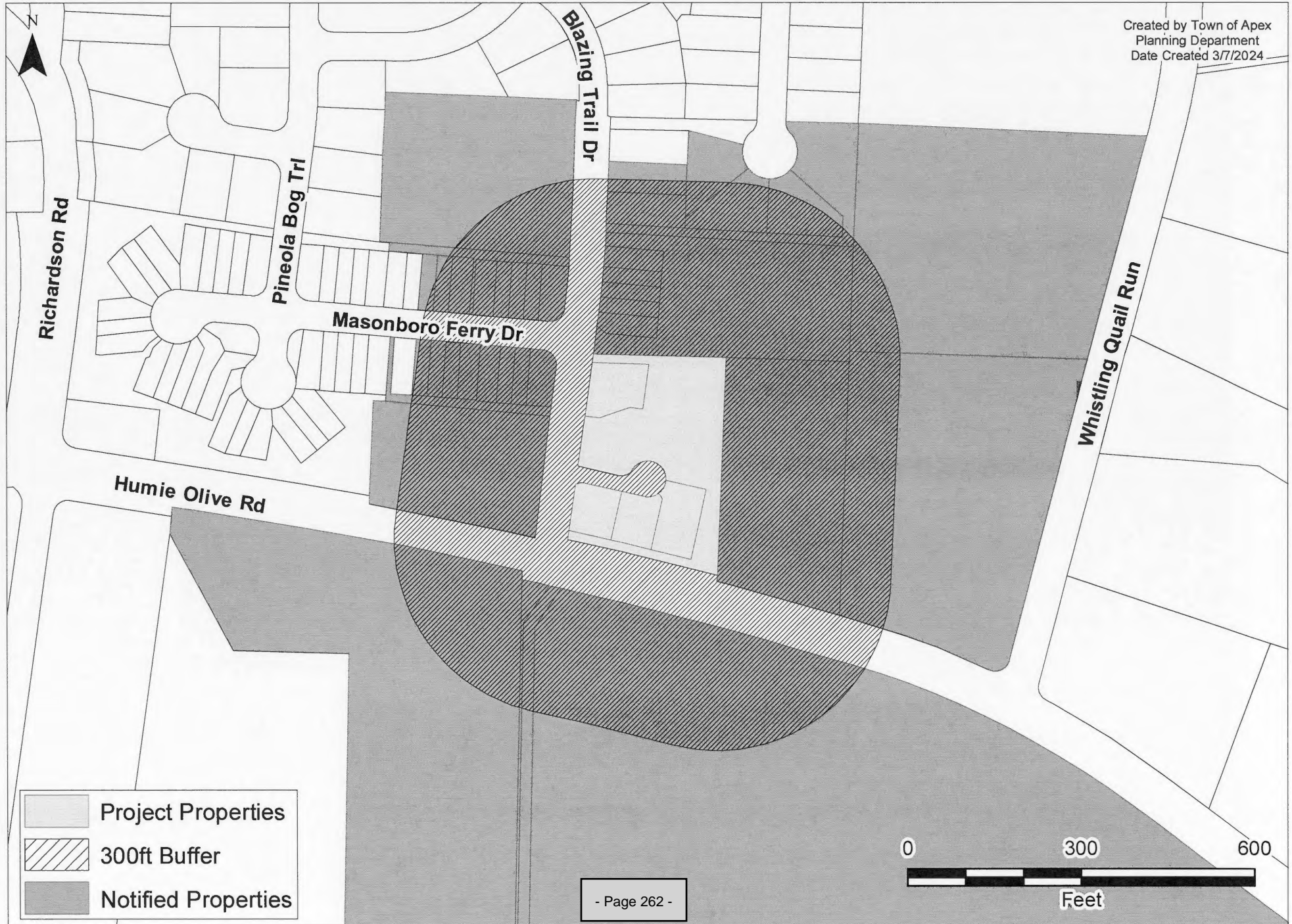
Planning Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks Planning Project Manager	(919) 372-7468
Public Works - Transportation Russell Dalton, Traffic Engineering Manager	(919) 249-3358
Water Resources Department Jessica Bolin, Environmental Engineering Manager (Stormwater, Sedimentation & Erosion Control)	(919) 249-3537
Matt Echols, Utility Engineering Manager (Water & Sewer)	(919) 372-7505
Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(919) 249-3342



SITE ADDRESS	PIN NUMBER	OWNER	MAILING ADDRESS	
2706 MASONBORO FERRY DR	0721515724	ACKLEY, JANA A	2706 MASONBORO FERRY DR	APEX NC 27502-3683
2710 MASONBORO FERRY DR	0721514775	ADM & PWM LLC	1967 MOSTYN LN	APEX NC 27502-6509
0 LAKE WACCAMAW TRL	0721610803	ANANDA OWNERS ASSOCIATION INC	1410 HILLSBOROUGH ST	RALEIGH NC 27605-1829
7917 HUMIE OLIVE RD	0721505118	ARCH PARTNERS LLC	828 HIGHLAND LN NE APT 2305	ATLANTA GA 30306-4379
2135 BLAZING TRAIL DR	0721517858	AWAN, FARHAN MUSHTAQ AWAN, YASMEEN	2135 BLAZING TRAIL DR	APEX NC 27502-3679
2149 BLAZING TRAIL DR	0721517619	BHANNOT, RAJAN CHAUHAN, PREETI	2149 BLAZING TRAIL DR	APEX NC 27502-3679
2665 LAKE WACCAMAW TRL	0721519809	CHAMBERLAIN HOMES LLC	120 A N SALEM ST	CARY NC 27513
8013 HUMIE OLIVE RD	0721514143	CHRISTIAN CHAPEL CHURCH	PO BOX 22	APEX NC 27502-0022
7984 HUMIE OLIVE RD	0721516357	CONSTRUCTION MASTERS LLC	7904 HUMIE OLIVE RD	APEX NC 27502-6604
2716 MASONBORO FERRY DR	0721514735	DENDULK, CHRISTINA L DENDULK, DOUGLAS M	105 DUMONT CT	APEX NC 27523-3858
2703 MASONBORO FERRY DR	0721515569	DESHPANDE, BALAJI DESHPANDE, RUPALI	17 CROYDON AVE	RONKONKOMA NY 11779-1947
2131 BLAZING TRAIL DR	0721517954	DEVARAKONDA, ARUN KUMAR SATYAVOLU, JAYALAKSHMI CHANDRIKA	2131 BLAZING TRAIL DR	APEX NC 27502-3679
2717 MASONBORO FERRY DR	0721513681	DUDLEY, JAMELL E MCVANE, MORGEN E	2717 MASONBORO FERRY DR	APEX NC 27502-3683
2728 WHISTLING QUAIL RUN	0721612452	EASON, BRIAN EASON, TRISHA	2728 WHISTLING QUAIL RUN	APEX NC 27502-8401
2664 LAKE WACCAMAW TRL	0721610818	GADDAM, KALADHAR SIRIMALLA, SRUJANA	2664 LAKE WACCAMAW TRL	APEX NC 27502-8558
2147 BLAZING TRAIL DR	0721517722	GREMAUD, PIERRE ALAIN LOYCANO, ROSEMARY ANN	2147 BLAZING TRAIL DR	APEX NC 27502-3679
2141 BLAZING TRAIL DR	0721517820	HAIGHT, JULIE A	2141 BLAZING TRAIL DR	APEX NC 27502-3679
2712 WHISTLING QUAIL RUN	0721613839	HARDESTY, STEVEN HARDESTY, CHRISTINA	2712 WHISTLING QUAIL RUN	APEX NC 27502-8401
2718 MASONBORO FERRY DR	0721513796	HOWARD, THOMAS MICHAEL TRUSTEE HOWARD, JACQUELYN NICOLE TRUSTEE	2754 LAKE WACCAMAW TRL	APEX NC 27502-8555
2705 MASONBORO FERRY DR	0721515630	JIANG, RAYMOND YANG, JULIA	190 DILLON AVE UNIT 301	CAMPBELL CA 95008-3096
2143 BLAZING TRAIL DR	0721517727	KELLY, JULIANNE	2143 BLAZING TRAIL DR	APEX NC 27502-3679
2709 BLAZING TRAIL DR	0721514966	PALEKAR, NARENDRA VAMAN PALEKAR, PRUTHVI DESHPANDE	121 AMIABLE LOOP	CARY NC 27519-5578
2719 MASONBORO FERRY DR	0721513661	POHLMAN, ROBERT JAMES	2179 MASONBORO FERRY DR	APEX NC 27502
2720 MASONBORO FERRY DR	0721513776	RIZZO, PETER VINCENT	2720 MASONBORO FERRY DR	APEX NC 27502-3683
2708 MASONBORO FERRY DR	0721515705	RONECKER, FRED WILLIAM RONECKER, SHARON	2708 MASONBORO FERRY DR	APEX NC 27502-3683
2704 MASONBORO FERRY DR	0721515754	RYDEN LLC	3519 ESTATES EDGE DR	NEW HILL NC 27562-9320
2702 MASONBORO FERRY DR	0721515784	SCHUMM, HEATHER L	2702 MASONBORO FERRY DR	APEX NC 27502-3683
8008 HUMIE OLIVE RD	0721514434	SCOTT, ANNIE MAE	8008 HUMIE OLIVE RD	APEX NC 27502-9635
7900 HUMIE OLIVE RD	0721519475	SCOTT, ELVIN	7900 HUMIE OLIVE RD	APEX NC 27502-9604
0 BLAZING TRAIL DR	0721518752	THE TOWNES AT BELLA CASA ASSOCIATION INC	OMEGA ASSOCIATION MANAGEMENT INC	160 NE MAYNARD RD STE 210
7801 HUMIE OLIVE RD	0720694728	THE WAKE COUNTY BOARD OF EDUCATION	ATTN: BETTY L PARKER	111 CORNING RD STE 100
2715 MASONBORO FERRY DR	0721514611	WINKLER, KATIE	2715 MASONBORO FERRY DR	APEX NC 27502-3683
2713 MASONBORO FERRY DR	0721514641	WINSTON, BRENT WINSTON, ASHLEY	2713 MASONBORO FERRY DR	APEX NC 27502-3683
2709 MASONBORO FERRY DR	0721514670	XIONG, HUIJUN WANG, GUANYING	2709 MASONBORO FERRY DR	APEX NC 27502-3683
2145 BLAZING TRAIL DR	0721517724	YANG, GUOHUA TRUSTEE ZHENG, HUI TRUSTEE	3016 NASHVILLE DR	SAN JOSE CA 95133-2059
		APEX TOWN OF	PO BOX 250	APEX NC 27502
		Current Tenant	2145 Blazing Trail DR	APEX NC 27502
		Current Tenant	2708 Blazing Trail DR	APEX NC 27502
		Current Tenant	7701 Humie Olive RD	APEX NC 27502
		Current Tenant	7801 Humie Olive RD	APEX NC 27502
		Current Tenant	7901 Humie Olive RD	APEX NC 27502
		Current Tenant	8013 Humie Olive RD	APEX NC 27502
		Current Tenant	2661 Lake Waccamaw TRL	APEX NC 27502
		Current Tenant	2665 Lake Waccamaw TRL	APEX NC 27502
		Current Tenant	2671 Lake Waccamaw TRL	APEX NC 27502
		Current Tenant	2703 Masonboro Ferry DR	APEX NC 27502
		Current Tenant	2704 Masonboro Ferry DR	APEX NC 27502
		Current Tenant	2705 Masonboro Ferry DR	APEX NC 27502
		Current Tenant	2707 Masonboro Ferry DR	APEX NC 27502
		Current Tenant	2710 Masonboro Ferry DR	APEX NC 27502
		Current Tenant	2716 Masonboro Ferry DR	APEX NC 27502
		Current Tenant	2718 Masonboro Ferry DR	APEX NC 27502
		Current Tenant	2719 Masonboro Ferry DR	APEX NC 27502

Created by Town of Apex Planning Department  
Date Created: 3/7/2024

## Notified Properties within 300ft of the Project Properties



# NEIGHBORHOOD MEETING SIGN-IN SHEET

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

Meeting Address: Zoom - see enclosed details

Date of meeting: April 22, 2024 Time of meeting: 6:00-7:00 PM

Property Owner(s) name(s): Construction Masters, LLC

Applicant(s): Jones & Crossen Engineering, PLLC

Please print your name below, state your address and/or affiliation with a neighborhood group, and provide your phone number and email address. Providing your name below does not represent support or opposition to the project; it is for documentation purposes only. For virtual meetings, applicants must include all known participants and request the information below.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	Peter Crossen, Jones & Crossen Engineering	221 N Salem St., Ste 001, Apex	919-387-1174	peter@jonescrossen.com	<input type="checkbox"/>
2.					<input type="checkbox"/>
3.					<input type="checkbox"/>
4.					<input type="checkbox"/>
5.					<input type="checkbox"/>
6.					<input type="checkbox"/>
7.					<input type="checkbox"/>
8.					<input type="checkbox"/>
9.					<input type="checkbox"/>
10.					<input type="checkbox"/>
11.					<input type="checkbox"/>
12.					<input type="checkbox"/>
13.					<input type="checkbox"/>
14.					<input type="checkbox"/>

Use additional sheets, if necessary.

## SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

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

Property Owner(s) name(s): Construction Masters, LLC

Applicant(s): Jones & Crossen Engineering, PLLC

Contact information (email/phone): peter@jonescrossen.com/919-387-1174

Meeting Address: Zoom - see enclosed details

Date of meeting: April 22, 2024

Time of meeting: 6:00-7:00 PM

Please summarize the questions/comments and your responses from the Neighborhood Meeting or emails/phone calls received in the spaces below (attach additional sheets, if necessary). Please state if/how the project has been modified in response to any concerns. The response should not be "Noted" or "No Response". There has to be documentation of what consideration the neighbor's concern was given and justification for why no change was deemed warranted.

Question/Concern #1:

No one attended the meeting.

Applicant's Response:

Question/Concern #2:

Applicant's Response:

Question/Concern #3:

Applicant's Response:

Question/Concern #4:

Applicant's Response:

# AFFIDAVIT OF CONDUCTING A NEIGHBORHOOD MEETING, SIGN-IN SHEET AND ISSUES/RESPONSES SUBMITTAL

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

I, Peter D. Cnossen, do hereby declare as follows:  
Print Name

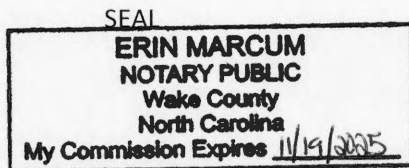
1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Minor Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7.B *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Planning Department, all property owners and tenants abutting and within 300 feet of the subject property and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the Neighborhood Meeting.
3. The meeting was conducted at Zoom - see enclosed details (location/address) on April 22, 2024 (date) from 6:00 pm (start time) to 7:00 pm (end time).
4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.

4/22/2024  
Date

By: Peter D. Cnossen

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Erin Marcum, a Notary Public for the above State and County, on this the 23rd day of April, 2024.



Erin Marcum  
Notary Public  
Erin Marcum  
Print Name

My Commission Expires: November 19, 2025





## TOWN OF APEX

POST OFFICE BOX 250  
APEX, NORTH CAROLINA 27502  
PHONE 919-249-3426

**PUBLIC NOTIFICATION  
OF PUBLIC HEARINGS  
CONDITIONAL ZONING #24CZ06  
Humie Olive Place**

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Planning Board of the Town of Apex. The purpose of these hearings is to consider the following:

**Applicant:** Construction Masters, LLC

**Authorized Agent:** Peter Crossen, PE; Jones & Crossen Engineering PLLC

**Property Addresses:** 2155, 2157, & 0 Blazing Trail and 7996, 7994, 7990, 7988, 7984, & 7982 Humie Olive Road

**Acreage:** ± 2.00 acres

**Property Identification Numbers (PINs):** 0721516598, 0721517488, 0721516357, 0721517335, & 0721518305

**2045 Land Use Map Designation:** Medium Density Residential

**Existing Zoning of Properties:** Medium Density Residential-Conditional Zoning (MD-CZ #22CZ18)

**Proposed Zoning of Properties:** Medium Density Residential-Conditional Zoning (MD-CZ)

**Public Hearing Location:** Apex Town Hall

Council Chamber, 2<sup>nd</sup> Floor

73 Hunter Street, Apex, North Carolina

**Planning Board Public Hearing Date and Time: May 13, 2024 4:30 PM**

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at:

<https://www.youtube.com/c/townofapexgov>.

If you are unable to attend, you may provide a written statement by email to [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), or submit it to the clerk of the Planning Board, Jeri Pederson (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Planning Board vote. You must provide your name and address for the record. The written statements will be delivered to the Planning Board prior to their vote. Please include the Public Hearing name in the subject line.

A separate notice of the Town Council public hearing on this project will be mailed and posted in order to comply with State public notice requirements.

**Vicinity Map:**



Property owners, tenants, and neighborhood associations within 300 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at <https://maps.raleighnc.gov/maps>. The 2045 Land Use Map may be viewed online at [www.apexnc.org/DocumentCenter/View/478](https://www.apexnc.org/DocumentCenter/View/478). You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on-line: <https://www.apexnc.org/DocumentCenter/View/46452>.

Dianne F. Khin, AICP  
Planning Director

Published Dates: April 26 – May 13, 2024



## TOWN OF APEX

PO BOX 250  
APEX, NORTH CAROLINA 27502  
TELÉFONO 919-249-3426

**NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS  
ORDENAMIENTO TERRITORIAL CONDICIONAL #24CZ06  
Humie Olive Place**

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante la Junta de Planificación de Apex. El propósito de estas audiencias es considerar lo siguiente:

**Solicitante:** Construction Masters, LLC

<https://www.townofapexnc.org/DocumentCenter/View/46452>

Dianne F. Khin, AICP  
Planning Director

Published Dates: April 26 – May 13, 2024



# TOWN OF APEX

PO BOX 250  
APEX, NORTH CAROLINA 27502  
TELÉFONO 919-249-3426

## NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

### ORDENAMIENTO TERRITORIAL CONDICIONAL #24CZ06

Humie Olive Place

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante la Junta de Planificación de Apex. El propósito de estas audiencias es considerar lo siguiente:

**Solicitante:** Construction Masters, LLC

**Agente autorizado:** Peter Crossen, PE; Jones & Crossen Engineering PLLC

**Dirección de las propiedades:** 2155, 2157, & O Blazing Trail and 7996, 7994, 7990, 7988, 7984, & 7982 Humie Olive Road

**Superficie:** ±2.00 acres

**Números de identificación de las propiedades:** 0721516598, 0721517488, 0721516357, 0721517335, & 0721518305

**Designación en el Mapa de Uso Territorial para 2045:** Medium Density Residential

**Ordenamiento territorial existente de las propiedades:** Medium Density Residential-Conditional Zoning (MD-CZ #22CZ18)

**Ordenamiento territorial propuesto para las propiedades:** Medium Density Residential-Conditional Zoning (MD-CZ)

**Lugar de la audiencia pública:** Ayuntamiento de Apex

Cámara del Consejo, 2º piso

73 Hunter Street, Apex, Carolina del Norte

**Fecha y hora de la audiencia pública de la Junta de Planificación:** 13 de mayo de 2024 4:30 P.M.

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/c/townofapexgov>.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), o presentarla a la secretaria de la Junta de Planificación, Jeri Pederson (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación de la Junta de Planificación. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán a la Junta de Planificación antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

De conformidad con los requisitos estatales de notificaciones públicas, se enviará por correo y se publicará por separado una notificación de la audiencia pública del Consejo Municipal sobre este proyecto.

**Mapa de las inmedaciones:**



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 300 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: <https://maps.raleighnc.gov/imap>. Puede ver el Mapa de Uso Territorial para 2045 aquí: [www.apexnc.org/DocumentCenter/View/478](https://www.apexnc.org/DocumentCenter/View/478). Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: <https://www.apexnc.org/DocumentCenter/View/46452>.

Dianne F. Khin, AICP  
Directora de Planificación

Fechas de publicación: 26 de abril – 13 de mayo de 2024





**TOWN OF APEX**

POST OFFICE BOX 250  
APEX, NORTH CAROLINA 27502  
PHONE 919-249-3426

**PUBLIC NOTIFICATION  
OF PUBLIC HEARINGS  
CONDITIONAL ZONING #24CZ06  
Humie Olive Place**

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Planning Board of the Town of Apex. The purpose of these hearings is to consider the following:

**Applicant:** Construction Masters, LLC  
**Authorized Agent:** Peter Clossen, PE; Jones & Clossen Engineering PLLC  
**Property Addresses:** 2155, 2157, & 0 Blazing Trail and 7996, 7994, 7990, 7988, 7984, & 7982 Humie Olive Road  
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**Existing Zoning of Properties:** Medium Density Residential-Conditional Zoning (MD-CZ #22CZ18)  
**Proposed Zoning of Properties:** Medium Density Residential-Conditional Zoning (MD-CZ)

**Public Hearing Location:** Apex Town Hall  
Council Chamber, 2<sup>nd</sup> Floor  
73 Hunter Street, Apex, North Carolina

**Planning Board Public Hearing Date and Time: May 13, 2024 4:30 PM**

You may attend the meeting in person or view the meeting through the Town’s YouTube livestream at: <https://www.youtube.com/c/townofapexgov>.

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Dianne F. Khin, AICP  
Planning Director





**TOWN OF APEX**  
PO BOX 250  
APEX, NORTH CAROLINA 27502  
TELÉFONO 919-249-3426

## NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

### ORDENAMIENTO TERRITORIAL CONDICIONAL #24CZ06

Humie Olive Place

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**Lugar de la audiencia pública:** Ayuntamiento de Apex  
Cámara del Consejo, 2º piso  
73 Hunter Street, Apex, Carolina del Norte

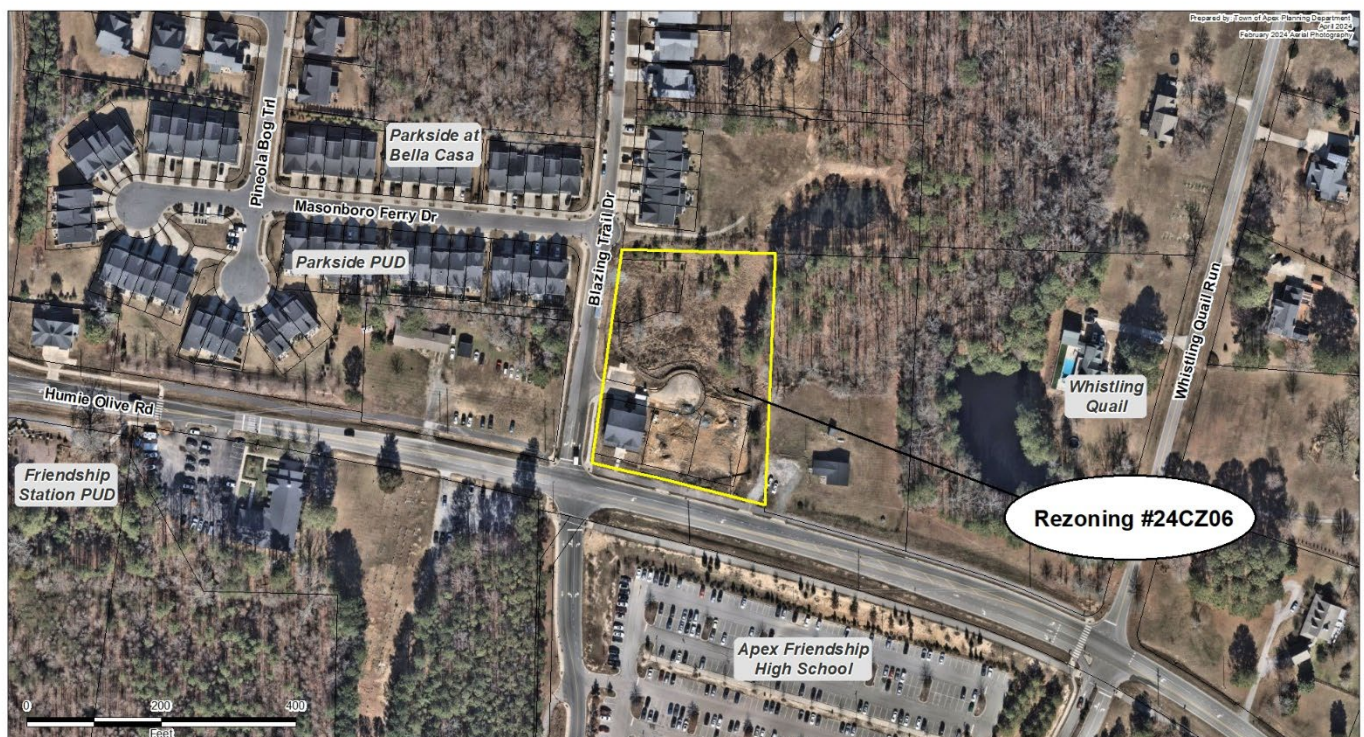
**Fecha y hora de la audiencia pública de la Junta de Planificación:** 13 de mayo de 2024 4:30 P.M.

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/c/townofapexgov>.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), o presentarla a la secretaria de la Junta de Planificación, Jeri Pederson (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación de la Junta de Planificación. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán a la Junta de Planificación antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

**De conformidad con los requisitos estatales de notificaciones públicas, se enviará por correo y se publicará por separado una notificación de la audiencia pública del Consejo Municipal sobre este proyecto.**

**Mapa de las inmediaciones:**



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 300 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: <https://maps.raleighnc.gov/imaps>. Puede ver el Mapa de Uso Territorial para 2045 aquí: [www.apexnc.org/DocumentCenter/View/478](http://www.apexnc.org/DocumentCenter/View/478). Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: <https://www.apexnc.org/DocumentCenter/View/46452>.

Dianne F. Khin, AICP  
Directora de Planificación



## TOWN OF APEX

POST OFFICE BOX 250  
APEX, NORTH CAROLINA 27502  
PHONE 919-249-3426

### AFFIDAVIT CERTIFYING Public Notification – Written (Mailed) Notice

Section 2.2.11

Town of Apex Unified Development Ordinance

Project Name: Conditional Zoning #24CZ06 Humie Olive Place  
Project Location: 2155, 2157, & 0 Blazing Trail and 7996, 7994, 7990, 7988, 7984, & 7982  
Humie Olive Road  
Applicant or Authorized Agent: Peter Cnossen, PE  
Firm: Jones & Cnossen Engineering, PLLC  
Planning Board May 13, 2024  
Public Hearing Date:  
Project Planner: Joshua Killian

This is to certify that I, as Planning Director, mailed or caused to have mailed by first class postage for the above mentioned project on April 26, 2024, a notice containing the time and place, location, nature and scope of the application, where additional information may be obtained, and the opportunity for interested parties to be heard, to the property owners and tenants within 300' of the land subject to notification. I further certify that I relied on information from the Wake County Tax Assessor and the Town of Apex Master Address Repository provided to me by Town of Apex GIS Staff as to accuracy of the list and accuracy of mailing addresses of property owners and tenants within 300' of the land subject to notification.

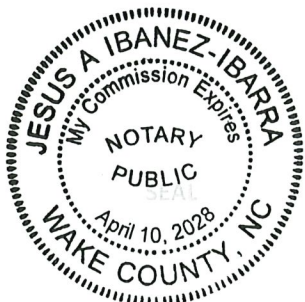
4/29/2024  
Date

Shianne F. Killian  
Planning Director

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Jesus A. Ibanez-Ibarra, a Notary Public for the above

State and County, this the 29<sup>th</sup> day of April, 2024.



Jesus A. Ibanez-Ibarra  
Notary Public

My Commission Expires: 4 / 10 / 2028



Rezoning #24CZ06

Masonboro Ferry Dr

Parkside PUD

Parkside at  
Bella Casa

Blazing Trail Dr

Paradise Aly

Whistling  
Quail

Humie Olive Rd

Public Hearing Sign Posted By



Signature

4/16/2024

Date

Apex Friendship  
High School

0 100 200  
Feet





**TOWN OF APEX**  
PO BOX 250  
APEX, NORTH CAROLINA 27502  
TELÉFONO 919-249-3426

**NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS**  
**ORDENAMIENTO TERRITORIAL CONDICIONAL #24CZ06**  
Humie Olive Place

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §1600-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante la Junta de Planificación de Apex. El propósito de estas audiencias es considerar lo siguiente:

**Solicitante:** Construction Masters, LLC

**Agente autorizado:** Peter Cnossen, PE; Jones & Cnossen Engineering PLLC

**Dirección de las propiedades:** 2155, 2157, & 0 Blazing Trail and 7996, 7994, 7990, 7988, 7984, & 7982 Humie Olive Road

**Superficie:** ±2.00 acres

**Números de identificación de las propiedades:** 0721516598, 0721517488, 0721516357, 0721517335, & 0721518305

**Designación en el Mapa de Uso Territorial para 2045:** Medium Density Residential

**Ordenamiento territorial existente de las propiedades:** Medium Density Residential-Conditional Zoning (MD-CZ #22CZ18)

**Ordenamiento territorial propuesto para las propiedades:** Medium Density Residential-Conditional Zoning (MD-CZ)

**Lugar de la audiencia pública:** Ayuntamiento de Apex

Cámara del Consejo, 2º piso

73 Hunter Street, Apex, Carolina del Norte

**Fecha y hora de la audiencia pública de la Junta de Planificación:** 28 de mayo de 2024 6:00 P.M.

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/townofapexnc>.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), o presentarla a la secretaria de la Junta de Planificación, Jeri Pederson (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación de la Junta de Planificación. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán a la Junta de Planificación antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

De conformidad con los requisitos estatales de notificaciones públicas, se enviará por correo y se publicará por separado una notificación de la audiencia pública del Consejo Municipal sobre este proyecto.

**Mapa de las inmediaciones:**



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 300 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: <https://maps.ralighnc.gov/maps>. Puede ver el Mapa de Uso Territorial para 2045 aquí: [www.apexnc.org/DocumentCenter/View/478](https://www.apexnc.org/DocumentCenter/View/478). Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: <https://www.apexnc.org/DocumentCenter/View/46452>.

Dianne F. Khin, AICP  
Directora de Planificación

Fechas de publicación: 3 de mayo – 28 de mayo de 2024



## TOWN OF APEX

POST OFFICE BOX 250  
APEX, NORTH CAROLINA 27502  
PHONE 919-249-3426

## PUBLIC NOTIFICATION OF PUBLIC HEARINGS CONDITIONAL ZONING #24CZ06 Humie Olive Place

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Planning Board of the Town of Apex. The purpose of these hearings is to consider the following:

**Applicant:** Construction Masters, LLC

**Authorized Agent:** Peter Cnossen, PE; Jones & Cnossen Engineering PLLC

**Property Addresses:** 2155, 2157, & 0 Blazing Trail and 7996, 7994, 7990, 7988, 7984, & 7982 Humie Olive Road

**Acreage:** ± 2.00 acres

**Property Identification Numbers (PINs):** 0721516598, 0721517488, 0721516357, 0721517335, & 0721518305

**2045 Land Use Map Designation:** Medium Density Residential

**Existing Zoning of Properties:** Medium Density Residential-Conditional Zoning (MD-CZ #22CZ18)

**Proposed Zoning of Properties:** Medium Density Residential-Conditional Zoning (MD-CZ)

**Public Hearing Location:** Apex Town Hall

Council Chamber, 2<sup>nd</sup> Floor

73 Hunter Street, Apex, North Carolina

### Planning Board Public Hearing Date and Time: May 28, 2024 6:00 PM

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at: <https://www.youtube.com/c/townofapexgov>.

If you are unable to attend, you may provide a written statement by email to [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), or submit it to the clerk of the Planning Board, Jeri Pederson (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Planning Board vote. You must provide your name and address for the record. The written statements will be delivered to the Planning Board prior to their vote. Please include the Public Hearing name in the subject line.

**A separate notice of the Town Council public hearing on this project will be mailed and posted in order to comply with State public notice requirements.**

### Vicinity Map:



Property owners, tenants, and neighborhood associations within 300 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at <https://maps.raleighnc.gov/lmaps>. The 2045 Land Use Map may be viewed online at [www.apexnc.org/DocumentCenter/View/478](http://www.apexnc.org/DocumentCenter/View/478). You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on-line: <http://www.apexnc.org/DocumentCenter/View/46452>.

Dianne F. Khin, AICP  
Planning Director





**TOWN OF APEX**

POST OFFICE BOX 250  
APEX, NORTH CAROLINA 27502  
PHONE 919-249-3426

**PUBLIC NOTIFICATION  
OF PUBLIC HEARINGS  
CONDITIONAL ZONING #24CZ06  
Humie Olive Place**

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Planning Board of the Town of Apex. The purpose of these hearings is to consider the following:

**Applicant:** Construction Masters, LLC  
**Authorized Agent:** Peter Clossen, PE; Jones & Clossen Engineering PLLC  
**Property Addresses:** 2155, 2157, & 0 Blazing Trail and 7996, 7994, 7990, 7988, 7984, & 7982 Humie Olive Road  
**Acreage:** ± 2.00 acres  
**Property Identification Numbers (PINs):** 0721516598, 0721517488, 0721516357, 0721517335, & 0721518305  
**2045 Land Use Map Designation:** Medium Density Residential  
**Existing Zoning of Properties:** Medium Density Residential-Conditional Zoning (MD-CZ #22CZ18)  
**Proposed Zoning of Properties:** Medium Density Residential-Conditional Zoning (MD-CZ)

**Public Hearing Location:** Apex Town Hall  
Council Chamber, 2<sup>nd</sup> Floor  
73 Hunter Street, Apex, North Carolina

**Planning Board Public Hearing Date and Time: May 28, 2024 6:00 PM**

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Dianne F. Khin, AICP  
Planning Director





**TOWN OF APEX**  
PO BOX 250  
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TELÉFONO 919-249-3426

## NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

### ORDENAMIENTO TERRITORIAL CONDICIONAL #24CZ06

Humie Olive Place

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante la Junta de Planificación de Apex. El propósito de estas audiencias es considerar lo siguiente:

**Solicitante:** Construction Masters, LLC

**Agente autorizado:** Peter Crossen, PE; Jones & Crossen Engineering PLLC

**Dirección de las propiedades:** 2155, 2157, & 0 Blazing Trail and 7996, 7994, 7990, 7988, 7984, & 7982 Humie Olive Road

**Superficie:** ±2.00 acres

**Números de identificación de las propiedades:** 0721516598, 0721517488, 0721516357, 0721517335, & 0721518305

**Designación en el Mapa de Uso Territorial para 2045:** Medium Density Residential

**Ordenamiento territorial existente de las propiedades:** Medium Density Residential-Conditional Zoning (MD-CZ #22CZ18)

**Ordenamiento territorial propuesto para las propiedades:** Medium Density Residential-Conditional Zoning (MD-CZ)

**Lugar de la audiencia pública:** Ayuntamiento de Apex  
Cámara del Consejo, 2º piso  
73 Hunter Street, Apex, Carolina del Norte

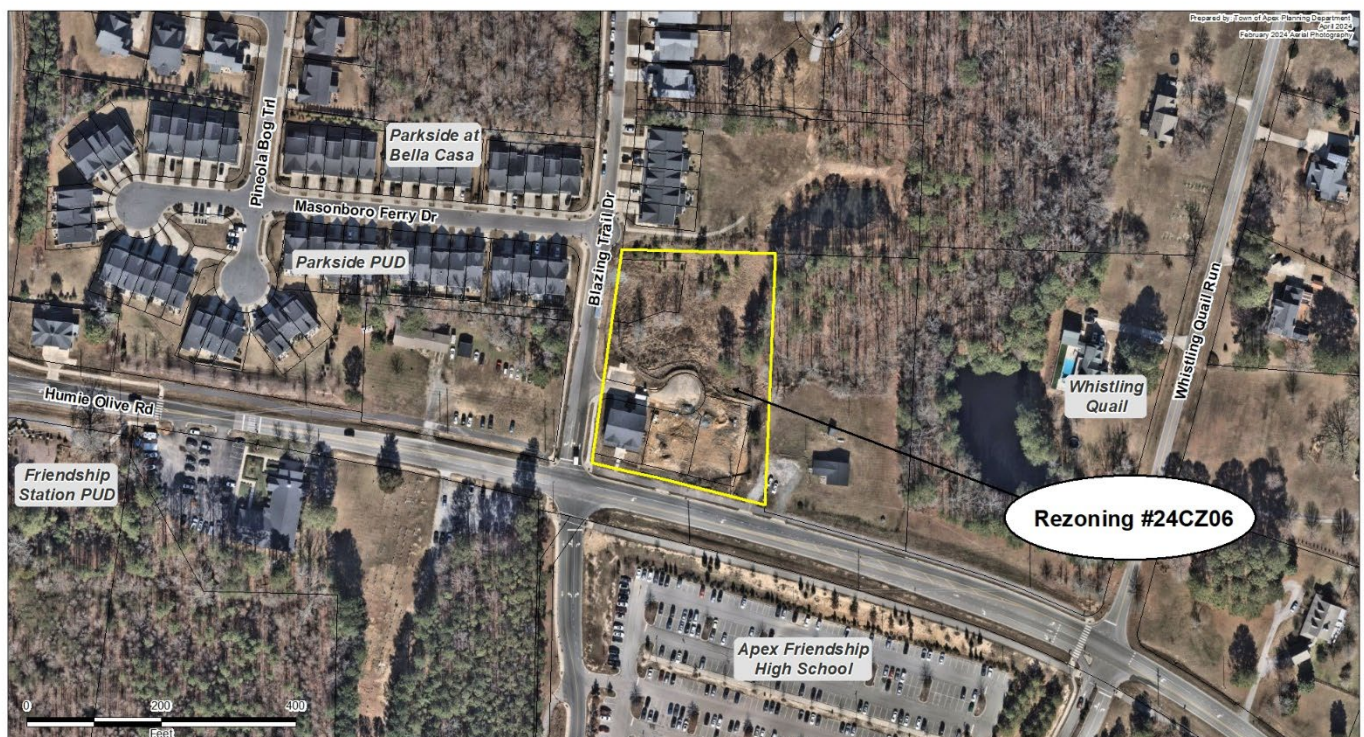
**Fecha y hora de la audiencia pública de la Junta de Planificación:** 28 de mayo de 2024 6:00 P.M.

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/c/townofapexgov>.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a [public.hearing@apexnc.org](mailto:public.hearing@apexnc.org), o presentarla a la secretaria de la Junta de Planificación, Jeri Pederson (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación de la Junta de Planificación. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán a la Junta de Planificación antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

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**Mapa de las inmediaciones:**



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Dianne F. Khin, AICP  
Directora de Planificación





## TOWN OF APEX

POST OFFICE BOX 250  
APEX, NORTH CAROLINA 27502  
PHONE 919-249-3426

### AFFIDAVIT CERTIFYING Public Notification – Written (Mailed) Notice

Section 2.2.11

Town of Apex Unified Development Ordinance

Project Name: Conditional Zoning #24CZ06 Humie Olive Place  
Project Location: 2155, 2157, & 0 Blazing Trail and 7996, 7994, 7990, 7988, 7984, & 7982  
Humie Olive Road  
Applicant or Authorized Agent: Peter Cnossen, PE  
Firm: Jones & Cnossen Engineering, PLLC  
Town Council  
Public Hearing Date: May 28, 2024  
Project Planner: Joshua Killian

This is to certify that I, as Planning Director, mailed or caused to have mailed by first class postage for the above mentioned project on May 3, 2024, a notice containing the time and place, location, nature and scope of the application, where additional information may be obtained, and the opportunity for interested parties to be heard, to the property owners and tenants within 300' of the land subject to notification. I further certify that I relied on information from the Wake County Tax Assessor and the Town of Apex Master Address Repository provided to me by Town of Apex GIS Staff as to accuracy of the list and accuracy of mailing addresses of property owners and tenants within 300' of the land subject to notification.

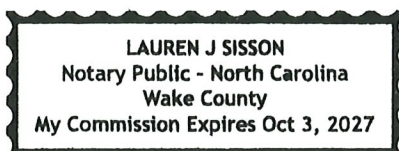
5/3/2024  
Date

  
Planning Director

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, LAUREN J Sisson, a Notary Public for the above

State and County, this the 3rd day of May, 2024.



  
Notary Public

SEAL

My Commission Expires: 10 / 03 / 2027

# PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: #24CZ06 Humie Olive Place

Planning Board Meeting Date: May 13, 2024



## Report Requirements:

Per NCGS §160D-604(b), all proposed amendments to the zoning ordinance or zoning map shall be submitted to the Planning Board for review and comment. If no written report is received from the Planning Board within 30 days of referral of the amendment to the Planning Board, the Town Council may act on the amendment without the Planning Board report. The Town Council is not bound by the recommendations, if any, of the Planning Board.

Per NCGS §160D-604(d), the Planning Board shall advise and comment on whether the proposed action is consistent with all applicable officially adopted plans, and provide a written recommendation to the Town Council that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with the officially adopted plans shall not preclude consideration or approval of the proposed amendment by the Town Council.

## PROJECT DESCRIPTION:

Acreage: 2.00

PIN(s): 0721516598, 0721517488, 0721516357, 0721517335, and 0721518305

Current Zoning: Medium Density Residential-Conditional Zoning (MD-CZ #22CZ18)

Proposed Zoning: Medium Density Residential-Conditional Zoning

2045 Land Use Map: Medium Density Residential

Town Limits: Yes

## Applicable Officially Adopted Plans:

The Board must state whether the project is consistent or inconsistent with the following officially adopted plans, if applicable. Applicable plans have a check mark next to them.

☒ 2045 Land Use Map  
☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

☒ Apex Transportation Plan  
☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

☒ Parks, Recreation, Open Space, and Greenways Plan  
☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

## PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: #24CZ06 Humie Olive Place

Planning Board Meeting Date: May 13, 2024



### Legislative Considerations:

The applicant shall propose site-specific standards and conditions that take into account the following considerations, which are considerations that are relevant to the legislative determination of whether or not the proposed conditional zoning district rezoning request is in the public interest. These considerations do not exclude the legislative consideration of any other factor that is relevant to the public interest.

1. *Consistency with 2045 Land Use Plan.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Plan.

☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

2. *Compatibility.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.

☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

3. *Zoning district supplemental standards.* The proposed Conditional Zoning (CZ) District use's compliance with Sec. 4.4 *Supplemental Standards*, if applicable.

☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

4. *Design minimizes adverse impact.* The design of the proposed Conditional Zoning (CZ) District use's minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare, and vibration and not create a nuisance.

☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

5. *Design minimizes environmental impact.* The proposed Conditional Zoning District use's minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.

☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_



## PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: #24CZ06 Humie Olive Place

Planning Board Meeting Date: May 13, 2024



6. *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.

☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

7. *Health, safety, and welfare.* The proposed Conditional Zoning (CZ) District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.

☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

8. *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.

☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

9. *Not constitute nuisance or hazard.* Whether the proposed Conditional Zoning (CZ) District use constitutes a nuisance or hazard due to traffic impact or noise, or because of the number of persons who will be using the Conditional Zoning (CZ) District use.

☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

10. *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning (CZ) District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.

☒ Consistent ☐ Inconsistent Reason: \_\_\_\_\_

## PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: #24CZ06 Humie Olive Place

Planning Board Meeting Date: May 13, 2024



### Planning Board Recommendation:

Motion: To recommend approval as presented.

Introduced by Planning Board member: \_\_\_\_\_

Ryan Akers

Seconded by Planning Board member: \_\_\_\_\_

Keith Braswell

☐ *Approval:* the project is consistent with all applicable officially adopted plans and the applicable legislative considerations listed above.

☒ *Approval with conditions:* the project is not consistent with all applicable officially adopted plans and/or the applicable legislative considerations as noted above, so the following conditions are recommended to be included in the project in order to make it fully consistent:

As presented.

☐ *Denial:* the project is not consistent with all applicable officially adopted plans and/or the applicable legislative considerations as noted above.

With 8 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 13<sup>th</sup> day of May 2024.

Attest:

Tim Royal

Tim Royal, Planning Board Vice Chair

Dianne Khin

Dianne Khin, Planning Director



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 28, 2024

## Item Details

Presenter(s): Jason Armstrong, Chief

Department(s): Police

### Requested Motion

Possible motion to adopt an Ordinance Amendment to Chapter 14 - Offenses and Miscellaneous Provisions related to noise.

### Approval Recommended?

Yes

### Item Details

This Ordinance Amendment will renumber the ordinance sections of Chapter 14 and amend Article II- Noise. The changes to Article II provide reasonable general prohibition guidelines, identifies Noise Sensitive Areas, and allows for the community to obtain sound amplification permits

The Mayor and Town Council received information related to the Town's current noise ordinance structure at the Public Safety Work Session held on November 30, 2023 at the Apex Police Department. Recommendations were offered and direction was provided during that meeting. Included in the attachments are the approved meeting minutes from November 30, 2023 and the noise ordinance discussion can be found beginning on page nine (9).

### Attachments

- NB1-A1: Ordinance Amendment - Chapter 14 Article II - Noise
- NB1-A2: Approved Meeting Minutes - November 30, 2024 - Public Safety Work Session



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ORDINANCE NO. 2024-\_\_\_\_\_

AN ORDINANCE TO AMEND CHAPTER 14  
OF APEX TOWN CODE

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

**Section 1.** Chapter 14 of the Town of Apex Code of Ordinances is hereby amended to read as follows with additions shown as bold underlined text and deletions shown as strikethrough text:

**ARTICLE I. – IN GENERAL**

**Sec. 14-1. – Attempts; aiding and abetting; attempts to avoid doing required acts.**

...

**Sec. 14-16. ~~Reserved~~Authorization of expanded area for ABC licensed premises.**

**Pursuant to the authority granted by S.L. 2021-150, and in accordance with G.S. 160A205.5, any establishment located within the corporate limits of the town and holding an ABC permit issued pursuant to Article 10 or 11 of Chapter 18B of the North Carolina General Statutes that allows the on-premises consumption of alcoholic beverages may utilize an area that is not part of the permittee's licensed premises for the outdoor possession and consumption of alcoholic beverages sold by the permittee, subject to the requirements of G.S. 18B-904(h).**

...

**Sec. 14-28. ~~Reserved~~Bird sanctuary.**

**(a) The area embraced within the corporate limits of the town and all land owned or leased by the town outside the corporate limits is hereby designated as a bird sanctuary.**

**(b) It shall be unlawful intentionally to trap, hunt, shoot or otherwise kill, within the sanctuary hereby established, any native wild bird; provided, it shall be lawful to trap or otherwise destroy starlings, crows or similar birds or fowl when such birds or fowl are found to congregate in such numbers in a particular locality or otherwise constitute a nuisance or a menace to health or property and do in fact serious damage to property within the town. If are used to eradicate birds causing such damage to persons or property within the town, then a permit shall be obtained from the chief of police as provided under section 14-17. The bird clubs of**

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**the town are hereby granted permission to erect artistic signs, giving notice of the regulations herein provided, at such places and of such design as may be approved by the mayor. A violation of this section is punishable as a misdemeanor as provided by G.S. 14-4.**

## **ARTICLE II. - NOISE**

### **Sec. 14-29. Noise; definitions.**

In addition to the common meanings of words, the following definitions shall be used in interpreting sections 14-29 through 14-38 of this Code:

~~"A" weighting scale means the sound pressure level, in decibels, as measured with the sound level meter using the "A" weighted network (scale). The standard unit notation is dB(A).~~

~~Ambient base noise level means the average sound pressure level in dB(A) during a reasonable period of time, as determined by employing a sound level meter as described in section 14-30 and excluding impulsive sounds.~~

~~ANSI means the American National Standards Institute or its successor bodies.~~

*Construction* means on-site erection, fabrication, installation, alteration, repair, demolition or removal of any structure, facility or addition thereto, including all related activities including, but not restricted to, clearing of land, earth moving, blasting and landscaping. Construction does not include owner occupied residential projects completed solely by the property owner and which do not require a building permit.

*Daytime hours* means from 7:00 a.m. until 10:00 p.m., local time.

~~dB(A) means the sound level in decibels, determined by the "A" weighting scale of a standard sound level meter having characteristics defined by the American National Standards Institute, Publication ANSI, § 1.4-1983, for a Type 2 instrument.~~

~~Decibel (dB) means a unit of measure, on a logarithmic scale, of the ratio of the magnitude of a particular sound pressure to a standard reference pressure, which for purposes of sections 14-29 through 14-38 shall be 0.0002 microbars.~~

*Emergency work* means work made necessary to restore property to a safe condition, work required to protect, provide or prevent persons or property from danger or potential danger; or work by private or public utilities when restoring utility service.

*Nighttime hours* means after 10:00 p.m. and until before 7:00 a.m., local time.

**Noise Sensitive Area includes but is not limited to hospitals, rest homes, family care homes, group care facilities, schools, day care facilities, churches, libraries, or other similar institutions.**

*Person* means any individual, corporation, partnership, firm, association, trust, estate, public or private institution, group, agency, political subdivision of this state, any other state or political subdivision or agency thereof or any legal successor, representative, agent or agency of the foregoing.

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**Plainly Audible** means any sound or vibration caused by sound that can be detected by a reasonable person of ordinary sensitivities using their unaided hearing faculties.

**Reasonable Person** means a person of ordinary sensitivities who is within the area of the audibility or perceptibility of the noise or vibration that transmits sounds which disrupt the reasonable conduct of basic human activities, such as conversation, sleep, work, or other such activities.

*Sound level* means, in decibels, a weighted sound pressure level determined by the use of a sound level meter whose characteristics and frequency weightings are specified in ANSI standards.

*Sound level meter* means any instrument which meets the requirements for an ANSI Type I or Type II sound level meter.

*Sound magnifying device* means any device or machine for the magnification of a human voice, music or any other sound. "Sound magnifying device" shall not include emergency warning devices on police, fire, ambulance or other emergency vehicles, nor shall it include horns or steam whistles which are used for purposes authorized by section 14-34.

*Sound pressure level* means, in decibels, 20 times the logarithm to the base 10 of the ratio of the magnitude of a particular sound pressure to the standard reference pressure. The standard reference pressure is 0.0002 microbars.

#### **Sec. 14-30. Reserved Measurement techniques.**

- (a) Except for noise within multifamily or multi-tenanted structures, noise measurements shall be made ten feet away from the boundary line at the point where the highest noise levels appear to be; but when the measurements in these locations are not practical, noise measurements may be made at the boundary of the public right of way which adjoins the complaining property. Such noise measurements shall be made at a height of at least four feet above the ground and at a point approximately ten feet away from walls, barriers, obstructions (trees, bushes, etc.) on a sound level meter operated on the "A" weighting network (scale). In the case of noises within multifamily or multi-tenanted structures, noise measurements shall be made in the complaining unit at a height of at least four feet above the floor and at a point approximately equidistance from all walls on a sound level meter operated on the "A" weighting network (scale).
- (b) No individual other than the operators shall be within ten feet of the sound level meter during the sample period.
- (c) Sound measurements shall be conducted at that time of day or night when the suspect noise source is emitting sound.
- (d) The sound level measurement shall be determined as follows:
  - (1) Set the sound level meter on the "A" weighted network.
  - (2) The operator of the sound level meter shall face the noise source and record the meter's instantaneous response (reading) observed at consecutive ten-second intervals until 100 readings are obtained.

- (e) ~~It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurements. A violation of this subsection is punishable as a misdemeanor as provided by G.S. 14-4.~~
- (f) ~~If the operator uses an integrating sound level meter for at least ten minutes, in accordance with its specifications, the results shall also be admissible.~~

**Sec. 14-31. General Prohibition ~~Sound emission standards and limitations.~~**

- (a) Unless otherwise specifically indicated, it shall be unlawful during the daytime or nighttime hours for any person to cause or allow the emission of **plainly audible** sound from any source or sources which **is unreasonably loud**, when measured pursuant to section 14-30, exceed the maximum decibel limits specified in table 1 more than ten percent of any measuring period, which shall be the length of time to take 100 readings at consecutive ten-second intervals.

Table 1. Maximum Noise Limitations dB(A)

<del>Zoning Districts/</del> Conditional Use	Daytime (7:00 a.m. to 10:00 p.m.)	Nighttime (10:00 p.m. to 7:00 a.m.)
<del>Zoning Districts</del>		
Residential	60	55
Business, Downtown Business, Shopping Center, Highway Commercial	60	55
Industrial	70	65

- (b) **In determining whether a noise or sound is unreasonably loud for purposes of this section, factors that may be considered include, but are not limited to:**
- (1) its volume;**
  - (2) the volume of background noise, if any, in the area where it is produced;**
  - (3) its proximity to residences or other developments where people sleep;**
  - (4) its proximity to Noise Sensitive Areas;**
  - (5) the zoning and character of the area where it is produced;**
  - (6) the time of day or night that it is produced;**
  - (7) its duration; and**
  - (8) whether it is recurrent, intermittent, or constant.**

**The determination of whether a noise or sound is unreasonably loud shall be made without considering the content of any message conveyed by the noise or sound.** When a source can be identified and its noise measured in more than one zoning district or conditional use zoning district, the limits of the more restrictive district shall apply at the boundaries between different zoning districts or conditional use zoning districts.



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- (c) ~~For any source of sound, the maximum sound level shall not exceed the sound level in table 1 by 10 dB(A), except as enumerated in section 14-32 below.~~
- (d) ~~Notwithstanding the location of hospitals, rest homes, family care homes, group care facilities, public or private or parochial school or day care facilities, it shall be unlawful for any person to cause or allow the emission of sound onto the structures of such uses which exceeds the maximum noise limitations for residential zoning districts.~~
- (ce) For activities which are necessary for railroad operations it shall be unlawful for any person to cause or allow the emission of sound from the boundaries of railroad rights-of-way which exceeds the noise emission standard promulgated in the Code of Federal Regulations pursuant to Title 42 of U.S.C. § 4916, as from time to time amended, and for purposes of such statute the standards of this chapter are declared to be identical to the federal standards.
- (df) A violation of this section is punishable as a misdemeanor as provided by G.S. 14-4.

#### **Sec. 14-32. Exceptions to limitation standards.**

The ~~maximum noise limitation standards~~ defined **general prohibitions** in section 14-31 shall not apply to the following sources:

- (1) Emergency warning devices or safety signals;
- (2) Lawn care equipment and agricultural field equipment used during the daytime hours;
- (3) Equipment being used for construction, provided that all equipment is operated with all standard equipment manufacturer's mufflers and noise-reducing equipment in use and in proper operating condition **during the hours specified in Section 14-33(a)(7)**;
- (4) Parades, fairs, circuses, other similar public entertainment events, sporting events or activities, sporting activities taking place in areas set aside for such activities, or any activities normally associated with any of the above;
- (5) Bells, chimes and similar devices which operate during daytime hours for a duration of no longer than five minutes in any measurement period;
- (6) Emergency work; or
- (7) **Sound amplification equipment operated in accordance with a permit issued pursuant to section 14-34**~~Emission of sound from any source or sources on public rights of way, except for those limited by section 14-35 herein.~~

#### **Sec. 14-33. Other prohibited noises.**

- (a) The following acts are specifically declared to be **plainly audible and** unreasonably loud, ~~annoying, frightening, loud or disturbing noise~~, the emission of which shall be unlawful:
- (1) The sounding of any horn or signal device on any automobile, motorcycle, bus or other vehicle while not in motion, except as a danger signal, or if in motion, only as a danger signal after or as brakes are being applied and deceleration of the vehicle is intended; the creation by means of any such signal device of any unreasonably loud or harsh sound; and the sounding of such device for an unnecessary and unreasonable period of time.

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- (2) The use of any gong or siren upon any vehicle other than police, fire, ambulance or other emergency vehicles.
  - (3) The playing of any radio, phonograph, amplifier, television, tape deck, tape recorder, or musical instrument in such a manner or with such volume during the nighttime hours as to annoy or disturb the quiet, comfort or repose of any person or persons in any dwelling, hotel, motel or other type of residence.
  - (4) The use of any automobile, motorcycle or other vehicle so out of repair, so loaded or in such manner as to create loud or unnecessary grating, grinding, rattling or other noise.
  - (5) The blowing of any steam whistle attached to any stationary boiler, except to give notice of the time to begin or stop work or as warning of danger.
  - (6) The discharge into the open air of the exhaust of any stationary internal combustion or steam engine or motor vehicle, except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.
  - (7) The creation of ~~loud and excessive~~ noise from construction activities in a residential or business district Monday through Friday between the hours of 7:00 p.m. and 7:00 a.m., or on Saturdays and holidays observed by the state between the hours of 7:00 p.m. and 9:00 a.m., or at any time on Sundays and the following holidays: New Year's Day, Thanksgiving Day, or Christmas Day, except by **approval permit** from the building inspector when, in the building inspector's opinion, such work will not create ~~objectionable~~ **unreasonable** noise. The building inspector may **approve permit** emergency work in the preservation of public health or safety at any time.
  - (8) The creation of any ~~excessive noise on any street adjacent to~~ **within 150 feet of a Noise Sensitive Area while it is in use,** any school, institution of learning, church or court, ~~while the same are in session, or within 150 feet of any hospital, which~~ unreasonably interferes with the work of such institution or which **unreasonably disturbs the persons in these institutions** ~~or unduly annoys patients in the hospital.~~
  - (9) The creation of loud and excessive noise in connection with loading or unloading any vehicles or the opening and destruction of bales, boxes, crates and containers.
  - (10) The outdoor use of any drum, loudspeaker or other instrument or device for the purpose of attracting attention by creation of noise to any performance, show or sale or display of merchandise, except by permit from the town council.
  - (11) The conducting, operating or maintaining of any garage or filling station, or the repair, rebuilding or testing of any motor vehicle in any residential district, so as to cause loud or offensive noises to be emitted therefrom during the nighttime hours.
  - (12) The firing or discharging of firearms, fireworks, gun powder or other combustible substance in the streets or elsewhere for the purpose of making noise or disturbance, except by permit from the town council.
  - (13) The keeping of any animal or bird which by causing frequent or long continued noise shall disturb the comfort and repose of any person in the vicinity.
  - (14) The use of any mechanical device operated by compressed air unless the noise created is effectively muffled and reduced.

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- (15) The collection of garbage, recyclables and yard waste between the hours of 11:00 p.m. and 6:00 a.m. This prohibition shall not apply to industrial facilities located in industrial zoning districts including LI (light industrial) and TF (tech/flex) as defined by the unified development ordinance.
- (16) The delivery or receipt of goods, merchandise, or materials from commercial or business establishments between the hours of 11:00 p.m. and 6:00 a.m. Vehicles intended for these delivery or receipt purposes shall not operate or park with engines in operation at these same locations during these same prohibited hours. This prohibition shall not apply to industrial facilities located in industrial zoning districts including LI (light industrial) and TF (tech/flex) as defined by the unified development ordinance.
- (17) The playing of any radio, cassette player, compact disc, video tape, or disc, or other similar device for reproducing sound located on or in any motor vehicle on a public street, highway, within any public vehicular area, or on the premises of a private residence, if the sound generated or noise vibration emitted is plainly audible or can be felt at a distance of 50 feet or more from the radio, cassette player, compact disc, video tape or disc, or other similar device that is producing the sound.**
- (18) The use or operation, on public places, town rights-of-way, or on public vehicular areas of any sound amplifier, bullhorn, loudspeaker, public address system, or other similar device, when operated in such a manner as to be plainly audible during (i) nighttime hours at a distance of fifty (50) feet from any reasonable person, or (ii) during daytime hours, at a distance of three hundred (300) feet from any reasonable person, other than the player(s) or operator(s) of the device, and those who are voluntarily listening to the sound, and unreasonably disturbs a reasonable person. This prohibition shall not apply to the operation of horns, sirens, or other emergency warning devices actually being used in emergency circumstances, or the operation of sound amplification equipment in accordance with a permit issued pursuant to section 14-34.**
- (b) A violation of this section is punishable as a misdemeanor as provided by G.S. 14-4.

**Sec. 14-34. Sound ~~magnification~~ amplification permit.**

- (a) It shall be unlawful to operate or allow the operation of any sound amplification equipment in the public right-of-way, including streets and sidewalks, on public vehicular areas, or on other public property in excess of the limits prescribed by section 14-33(18) without having actual on-site possession of a permit issued by the Apex Police Department.**
- (b) Sound amplification equipment operated pursuant to this subsection may not be located more than ten feet off the ground. In addition to the person operating or allowing the operation of sound amplification equipment in violation of this subsection, the person to whom the permit was issued must be present at the location and during the times permitted and shall be liable for any and all violations.**
- (c) An application for a permit pursuant to this section shall: (i) be submitted to the Apex Police Department at least one full business day but no more than seven**

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**calendar days before the permit time requested; and (ii) specify the proposed location of the sound amplification equipment and the date and time that the sound amplification will begin and end. Permits shall be issued on a first come, first served basis. A permit shall not be issued for sound amplification during nighttime hours or a location that is within: (a) 100 feet of another location for which a sound amplification permit has been issued for the same time, (b) 100 feet of a town-approved special event, (c) 100 feet of the area permitted for a parade, group demonstration, or picket line pursuant to article X of chapter 20 unless issued to the holder of the parade, group demonstration, or picket line permit, or (d) 150 feet of a Noise Sensitive Area, as defined in section 14-29, while it is in use.**

~~Except for parades and related activities defined in section 14-32(4) and subject to the other exceptions enumerated in section 14-32(1), (2), (3), (5), (6), and (7); it shall be unlawful for any person to use or operate on or over any street within the town any radio, phonograph or other similar mechanical device to produce sound or any mechanical loudspeaker or other sound-magnifying device at a level of volume greater than 55 dB(A) measured at a distance of 20 feet. Any such operation shall be unlawful unless such loudspeaker or other mechanical sound-magnifying device shall be equipped with a control by which the power output can be registered and determined. Except for parades and related activities section 14-32(4) and subject to the other exceptions enumerated in section 14-32(1), (2), (3), (5), (6), and (7); no such equipment or device shall be used or operated on the streets of the town during the period between 8:30 p.m. and 9:00 a.m. Further, no such equipment or device shall be operated to produce magnified sounds along that portion of any street within the block where there is located any school, institution of learning, church or court, while the same are in session, or where any hospital, funeral home, or undertaking establishment is located, or where a funeral is being conducted at any place. Further, no such equipment or device shall be operated on the streets of this town on Sunday. A violation of this section is punishable as a misdemeanor as provided by G.S. 14-4.~~

#### **Sec. 14-35. Inference in prosecution for noise violation.**

The complaints of two or more persons, at least one of whom resides in a different home from the other complaining person or persons, or the complaint of one or more persons, when combined with the complaint of a duly authorized investigating person, shall be prima facie evidence that such sound is **an unreasonable** ~~loud and annoying, frightening, loud and disturbing, or unreasonably loud noise.~~

#### **Sec. 14-36. Burden of persuasion regarding exceptions to noise restrictions.**

In any proceeding pursuant to sections 14-29 through 14-3~~68~~ of this Code, if an exception stated in sections 14-29 through 14-3~~68~~ would limit an obligation, limit a liability or eliminate either an obligation or a liability, the person who would benefit from the application of the exception shall have the burden of persuasion that the exception applies and that the terms of the exception have been met.

#### **Sec. 14-37. Penalties for violation of noise restrictions.**

##### **(a) *Civil penalties.***

- (1) Any person violating any of the provisions of sections 14-29 through 14-3~~68~~ shall be subject to a civil penalty of not more than \$100.00 for the first through fifth day of a

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violation, and shall be subject to a civil penalty of not more than \$500.00 per day for the sixth and any subsequent days. No penalty shall be assessed until the person alleged to be in violation has been notified of the violation. Each day of a continuing violation shall constitute a separate violation under this subsection.

- (2) The town council shall determine the amount of the civil penalty to be assessed under this subsection, shall make written demand for payment upon the person responsible for the violation, and shall set forth in detail the violation for which the penalty has been invoked. If payment is not received within 60 days after demand for payment is made, the matter shall be referred to the town attorney for institution of a civil action in the name of the town in the appropriate division of the General Court of Justice of Wake County for recovery of the penalty.
  - (3) As an additional remedy, whenever the town council has reasonable cause to believe that any person causes or allows the operation or maintenance of any noise source, in violation of any provisions of sections 14-29 through 14-36~~8~~ or which causes any unreasonably loud, ~~annoying, frightening, loud and disturbing~~ noise, it may, either before or after the institution of any other action or proceeding authorized by this subsection, institute injunctive relief to restrain the violation. The action shall be brought in the appropriate division of the General Court of Justice of Wake County. The institution of an action for injunctive relief shall not relieve any party to such proceeding from any civil or criminal penalty prescribed for violations of this chapter.
- (b) *Criminal penalties.* A violation of this Chapter is punishable as a misdemeanor as provided by G.S. 14-4. Each day of a continuing violation shall constitute a separate violation under this subsection.

**Sec. 14-38. Reserved~~Bird sanctuary.~~**

- (a) ~~The area embraced within the corporate limits of the town and all land owned or leased by the town outside the corporate limits is hereby designated as a bird sanctuary.~~
- (b) ~~It shall be unlawful intentionally to trap, hunt, shoot or otherwise kill, within the sanctuary hereby established, any native wild bird; provided, it shall be lawful to trap or otherwise destroy starlings, crows or similar birds or fowl when such birds or fowl are found to congregate in such numbers in a particular locality or otherwise constitute a nuisance or a menace to health or property and do in fact serious damage to property within the town. If are used to eradicate birds causing such damage to persons or property within the town, then a permit shall be obtained from the chief of police as provided under section 14-17. The bird clubs of the town are hereby granted permission to erect artistic signs, giving notice of the regulations herein provided, at such places and of such design as may be approved by the mayor. A violation of this section is punishable as a misdemeanor as provided by G.S. 14-4.~~

**Sec. 14-39. Reserved~~Authorization of expanded area for ABC licensed premises.~~**



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~~Pursuant to the authority granted by S.L. 2021-150, and in accordance with G.S. 160A-205.5, any establishment located within the corporate limits of the town and holding an ABC permit issued pursuant to Article 10 or 11 of Chapter 18B of the North Carolina General Statutes that allows the on-premises consumption of alcoholic beverages may utilize an area that is not part of the permittee's licensed premises for the outdoor possession and consumption of alcoholic beverages sold by the permittee, subject to the requirements of G.S. 18B-904(h).~~

**Section 2.** It is the intention of the governing body, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances and the sections of this ordinance may be renumbered to accomplish such intention.

**Section 3. Severability, Conflict of Laws.** If this ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given separate effect and to the end the provisions of this ordinance are declared to be severable. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**Section 4. Effective Date.** This ordinance shall be effective upon adoption.

Introduced by Council Member: \_\_\_\_\_

Seconded by Council Member: \_\_\_\_\_

This the 28<sup>th</sup> day of May, 2024.

\_\_\_\_\_  
Jacques K. Gilbert  
Mayor

ATTEST:

\_\_\_\_\_  
Allen L. Coleman, CMC, NCCCC  
Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Laurie L. Hohe  
Town Attorney

**APPROVED**

**MINUTES  
TOWN OF APEX  
TOWN COUNCIL WORK SESSION  
THURSDAY, NOVEMBER 30, 2023  
3:30 P.M.**

The Apex Town Council met for a work session on Thursday, November 30, 2023 at 3:30 p.m. at the Apex Police Department located at 205 Sanders Street in Apex North Carolina.

This meeting was open to the public. Members of the public were able to attend this meeting in-person or watch online via the livestream on the Town's YouTube Channel:

<https://www.youtube.com/watch?v=XUmqIsr1Xc8>

**[ATTENDANCE]**

Elected Body

Mayor Jacques K. Gilbert (presiding)  
Mayor Pro-Tempore Audra Killingsworth (late arrival)  
Councilmember Brett Gantt  
Councilmember Ed Gray  
Councilmember Terry Mahaffey  
Councilmember Arno Zegerman  
Absent: None

Town Staff

Interim Town Manager Shawn Purvis  
Assistant Town Manager Demetria John  
Assistant Town Manager Marty Stone  
Town Attorney Laurie Hohe  
Town Clerk Allen Coleman  
Police Chief Jason Armstrong  
All other staff members will be identified appropriately below.

**[COMMENCMENT]**

**Mayor Gilbert** called the Work Session to order, and led in a recitation of the Pledge of Allegiance. He noted that Mayor Pro Tempore Killingsworth would be arriving in about 15 minutes.

**Interim Town Manager Purvis** said they are at a point where they need some direction from Council on some ordinances they are working on.

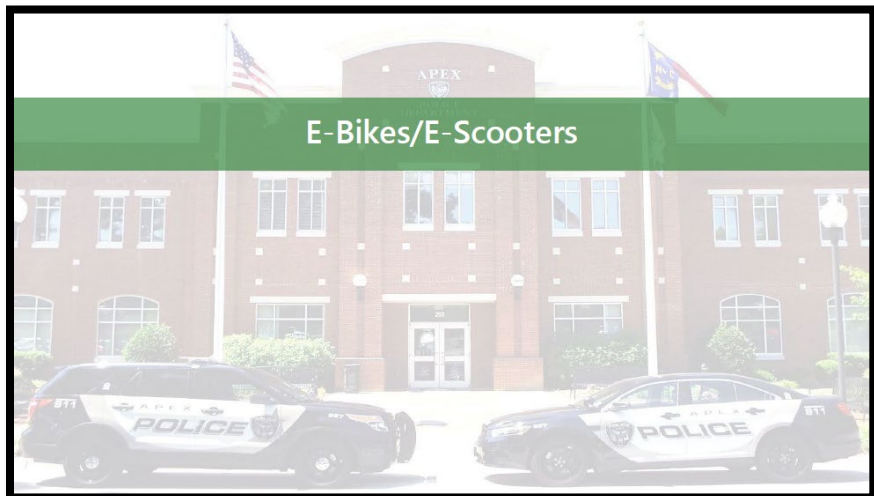
**[AGENDA ITEM NO. 1 - PUBLIC SAFETY BI-ANNUAL UPDATES - APEX POLICE DEPARTMENT (APD)]**

**Chief Armstrong** said one of the things they were going to talk about today was e-bikes and e-scooters, and looking at how other places handles those things. He said they were looking to review how they defined those things and what they have on the books in regards to them. He gave the following presentation:

**[SLIDE 1]**



**[SLIDE 2]**



[SLIDE 3]

### North Carolina Definitions

**Vehicle.** – Every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, excepting devices moved by human power or used exclusively upon fixed rails or tracks; provided, that for the purposes of this Chapter bicycles and electric assisted bicycles shall be deemed vehicles and every rider of a bicycle or an electric assisted bicycle upon a highway shall be subject to the provisions of this Chapter applicable to the driver of a vehicle except those which by their nature can have no application.

**Motor Vehicle.** – Every vehicle which is self-propelled and every vehicle designed to run upon the highways which is pulled by a self-propelled vehicle. Except as specifically provided otherwise, this term shall not include mopeds or electric assisted bicycles.

**Motorcycles.** – Vehicles having a saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, including autocycles, motor scooters, and motor-driven bicycles, but excluding tractors and utility vehicles equipped with an additional form of device designed to transport property, three-wheeled NC General Statutes - Chapter 20 10 vehicles while being used by law-enforcement agencies, electric assisted bicycles, and mopeds as defined in subdivision d1. of this subdivision.

[SLIDE 4]

### North Carolina Definitions

**Electric Assisted Bicycle.** – A bicycle with two or three wheels that is equipped with a seat or saddle for use by the rider, fully operable pedals for human propulsion, and an electric motor of no more than 750 watts, whose maximum speed on a level surface when powered solely by such a motor is no greater than 20 miles per hour.

**Motor-driven bicycle.** – A vehicle with two or three wheels, a steering handle, one or two saddle seats, pedals, and a motor that cannot propel the vehicle at a speed greater than 20 miles per hour on a level surface. This term shall not include an electric assisted bicycle as defined in subdivision (7a) of this section.

**Moped.** - A vehicle, other than a motor-driven bicycle or electric assisted bicycle, that has two or three wheels, no external shifting device, a motor that does not exceed 50 cubic centimeters piston displacement and cannot propel the vehicle at a speed greater than 30 miles per hour on a level surface. The motor may be powered by electricity, alternative fuel, motor fuel, or a combination of each.

**Councilmember Zegerman** asked if these e-bikes not covered would classify as motorcycles.

**Chief Armstrong** said it depends. He said some of them have a classification that only accounts for the speed that can be reached by the engine only without pedal assist.

[SLIDE 5]

### E-Bike Class System

- **Class 1:** e-Bikes that are pedal-assist only, with no throttle, and have a maximum assisted speed of 20 mph.
- **Class 2:** e-bikes that also have a maximum speed of 20 mph, but are throttle -assisted.
- **Class 3:** e-Bikes that are pedal-assist only, with no throttle, and a maximum assisted speed of 28 mph. **(Not covered within State Law)**

[SLIDE 6]

### Apex Local Ordinances

**Sec. 20-3. - Protective helmets required.**

Every person less than 16 years of age operating or riding a bicycle, moped, inline skates, roller skates, skate board, scooter, or other similar vehicle or device on a public street, sidewalk, greenway, or other right-of-way or on any property owned or controlled by the town shall wear a protective helmet on his head, with the chin strap securely fastened under the chin. Such helmet shall be fitted to the size of the wearer and shall meet or exceed the standards for bicycle helmet use and wear asset by ANSI (American National Standards Institute) or the Snell Memorial Foundation. Riding a vehicle or device includes riding as a passenger. No parent or guardian of any juvenile shall knowingly allow such juvenile to violate this section.

**Sec. 20-143. - Riding bicycles, scooters and skateboards on sidewalk.**

No person shall ride a bicycle, scooter or skateboard on any public sidewalk without due caution and shall yield the right-of-way to all pedestrians and persons on other permitted devices using said sidewalks. Speed shall be limited to ten miles per hour on sidewalks and paths of five feet or less in width and when crossing the intersection of a public street or driveway along any sidewalk or path. No person shall ride a bicycle, scooter or skateboard on the sidewalks along North Salem Street between Chatham Street and Templeton Street or along Chatham Street between Seaboard Street and Cambridge Street.

**Councilmember Zegerman** asked about e-bikes that went faster than 20 miles per hour.

**Chief Armstrong** said in his research, there weren't instances of those in other place's ordinances that classified those as e-bikes. He said most were classified as motorcycles.

**Councilmember Zegerman** said there were a lot of cases of bike modification that could make things go faster than the base limits.

**Chief Armstrong** said that makes it all become a different animal. He said the e-bike community outlines things a bit differently to help capture that, and that it caps out at about 28 miles per hour. He said above 30 miles per hour it really gets to be a motor vehicle.

**Councilmember Gray** said his understanding was that the class system was based on what was allowed in New York City. He said lots of place don't allow the sale or operation of Class 3's, but with modifications other ones can get to that range.

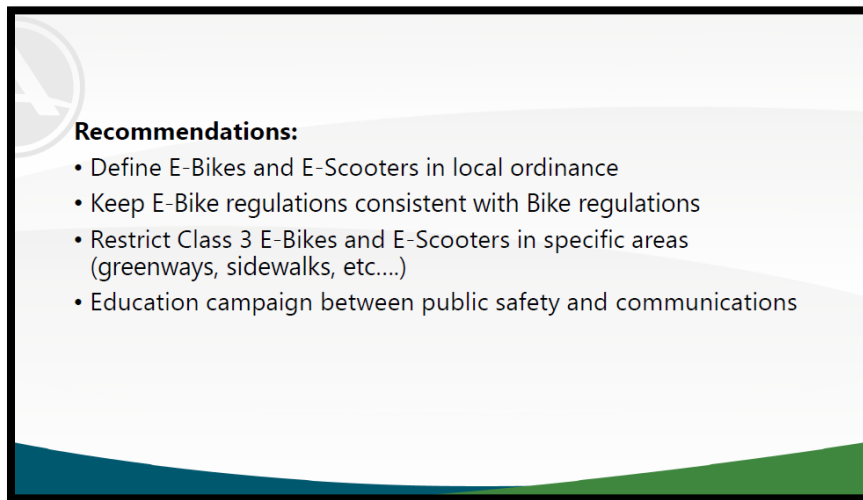


**Chief Armstrong** said most that are sold are around the 20 mile per hour range, sometimes up to 22. He said less are 28, but they do exist.

**Councilmember Zegerman** said it was still important to look at classifying ones that get to 28 miles per hour.

**Chief Armstrong** said that would be coming in the recommendation piece of his presentation later.

**[SLIDE 7]**



**Councilmember Zegerman** said there should be a cutoff at a certain speed when they are classed as motorcycles.

**Chief Armstrong** said the cut-off miles per hour should be 20 miles per hour (MPH), and that's what it is in state law. He said that would be his recommendation, and anything faster would not be allowed on sidewalks/greenways, or require an additional license.

**Councilmember Gantt** said he thought this conversation was going to be about kids, not about the industry of E-Bikes and E-Scooters.

**Chief Armstrong** said this will encompass everyone and not just kids. He said the E-Bike and Bikes are not being split up and keeping the same regulations. He said there will be some additional conditions and protections for kids, but in general they are consistent.

**Councilmember Mahaffey** asked why the town couldn't make a distinction between the two.

**Chief Armstrong** said the elected body could do that if Council chooses. He said from what he has seen, there is a line where it becomes parental jurisdiction rather than the role of Council. He said kids are going to ride bikes, and often they aren't going to know the rules. He said there is going to be a large education campaign for parents, and that additional ordinances likely won't change how kids behave on bikes.

**Councilmember Mahaffey** asked are there enforcement concerns if such ordinance were to exist.

**Chief Armstrong** said yes. He said this would take away from their other concerns, and some kids may not even have IDs. He said they can't give a 13-year-old a ticket, it would go to the parent. He said the Education Campaign is to help with these concerns as well as

parental control. He added that overall there is not a high frequency of incidents of kids on bikes. He believes there is not a need to enact an ordinance on how old a kid needs to be to ride a bike.

**Mayor Gilbert** said the District Attorney's (DA) office would need to weigh in.

**Chief Armstrong** said yes. He said the DA's office may go against the ordinance, but they are not going to govern how the town enforces the laws.

**Councilmember Gray** said there is an element of soft enforcement that is still very important to define exactly what is a scooter and a bike. He said the town is going to run into the same problem that parents are thinking their kids are on scooters but may actually be motorcycles by definition. He said having certain things on the books allows a justification for why behaviors should be encouraged, such as requiring a helmet.

**Chief Armstrong** said the biggest objective in the Education Campaign is informing people on the new laws and rules, and communicating on the front end with the community.

**Mayor Gilbert** said he wants to revisit the conversation of the DA's office. He said when you take a case to the DA's office, he said they will count that. He said that needs to be factored in before making ordinances.

**Councilmember Mahaffey** asked how many cases were taken to the DA's office about kids wearing helmets.

**Mayor Gilbert** said the town can't write a 13-year-old a ticket for not wearing a helmet on a bike. He said the skate park doesn't have an enforceable helmet rule. He said making it more enforceable moves away from the community policing principles.

**Councilmember Zegerman** said something needs to be on the books, and they can also do positive reinforcements.

**Councilmember Gray** asked what is the vision for how the Education Campaign will unfold.

**Chief Armstrong** said the first one is being able to post on social media. He said he has received some positive feedback on digital videos that are being posted, and changes can be included in those. He said as a light enforcement, police can do a campaign with the Traffic Unit. He said if he starts to see more violations in certain areas then they would get out in the community with the helmet tickets, ice cream tickets, and get people to stop in and look at the education piece. He said this will help people understand what the ordinances are and understand some of the dangers and concerns that some of the devices have especially for young people. He said he would also like to look at other community entities to partner with and do different initiatives for neighborhoods.

**Assistant Town Manager John** said a question came up during a meeting is how could the Police Department partner with the schools.

**Councilmember Zegerman** said it's important to have definitions laid out in the ordinance to know what kind of vehicle goes where in the regulations and lanes. He said the other issue is there aren't really separations for different modes of transportation, it's all within roads that include cars.

**Councilmember Gantt** said presumably if they were these scooters were not allowed on sidewalks and greenways, they would have to use roads, which would make it much less

safe for them, while making it safer for walkers. He asked about the framework for this concern.

**Chief Armstrong** said some of the concerns are already built into the ordinance. He said most people have not read the towns ordinance and they go out and ride. He said that's where the education component comes in at. There needs to be a way to get people to follow the rules to preserve safety.

**Councilmember Gantt** said he feels unsafe on his personal scooter on the road in downtown Apex. He uses the sidewalk until downtown, then switches to the road to follow the rules. He said he feels safer on a bike than a scooter on busy roads.

**Chief Armstrong** said he thinks it's more dangerous for bikes and scooters to be on roads from all the cars, open car doors, and other factors than trying to govern those vehicles on sidewalks along with pedestrians.

**Councilmember Mahaffey** said the difference between the E-Bikes and regular bikes is E-Bikes have throttles and that's what makes them different. He said the throttles are hard to control for someone who is inexperienced and it makes it more dangerous. He said to Chief Armstrong that he had emailed regarding the road access for E-Bikes in Durham being restricted to only ages 16 and up.

**Chief Armstrong** said to Councilmember Mahaffey that the statute was specific to the rental bike system.

**Councilmember Mahaffey** said there is an interpretation of state law that it's restricted to 16 and over on the road. He said in GS § Chapter 20 - Section 4.01 - Sub Paragraph 49 it talks about Vehicles. He read the paragraph and asked if that means they need a driver's license.

**Chief Armstrong** said he does not think so. He said there is a difference in definition of vehicle and motor vehicle.

**Councilmember Gray** said the town could make a similar statute that would govern all class two's if they wanted to. He said Class one, two and three, or even non-classifications is not anywhere in the North Carolina statutes. He said the town could create the definitions of e-bikes and e-scooters, regular bikes, etc. and that would make it a lot easier to regulate within each one of those classes.

**Mayor Gilbert** asked Council what their direction is in this recommendation.

**Mayor Pro-Tempore Killingsworth** said she would like to have a really thorough definition of bikes, e-bikes, scooters and e-scooters, so residents know exactly what it means. She said it seems like the North Carolina General Statute (NCGS) is due for an update.

**Chief Armstrong** said the North Carolina General Statute (NCGS) in 2019 or 2020 where legislation introduced to address stand up scooters but it never made it into law.

**Mayor Pro-Tempore Killingsworth** said it's to the town's benefit to define each one thoroughly and break down the different classes. She said the throttle on the e-scooters and e-bikes need to be pointed out because it's worth restricting in certain areas.

**Councilmember Mahaffey** said his question was related to the email he sent Chief Armstrong was ages 16 and under on roads who may not know the rules of the road and provide higher danger on throttles compared to ages 16 and over.

**Mayor Gilbert** asked to hear from legal on this subject.

**Town Attorney Hohe** said there are some regulations under state law. She said Council will want to make sure that whatever definitions that the town is applying are still consistent with state law. She said they don't want to try to outlaw something that is lawful under state law. She asked Councilmember Mahaffey to his point of e-bikes on sidewalks and not roadways, what would happen if the e-bike came to an intersection.

**Chief Armstrong** said there is a state law provision, even for kids they can cross over the roadway just like pedestrians.

**Councilmember Zegerman** asked wouldn't the town have the exact same situation there because of pedestrians because they are not allowed technically in the roadway.

**Chief Armstrong** said when we talk about kids and their knowledge based on if they are allowed to ride in the roadway at various places potentially is a dangerous deal.

**Councilmember Mahaffey** said he's still processing the idea, so it's just a question he had asked in the email. He said it makes sense to him that the throttles are different and that's what's creating the danger. He said his concern is specifically the rules of the road and someone younger than 16 who hasn't gone through the licensing procedure may not know when to stop or when to turn.

**Councilmember Zegerman** said it looks like everyone agrees that better definitions are needed. He asked to get a proposed set of definitions and then lay that out against a grid of different types of roadways where the town could allow bicycles, versus a class one e-bike, versus a class two e-bike, etc. to determine which one is more prevalent and more important for the town to account for.

**Councilmember Mahaffey** said many other towns are also struggling with the same question because of the safety concerns that are being created. He said it's really only the past couple years that this has been an issue and new ground for all of us.

**Interim Town Manager Purvis** asked was the focus of defining definitions with locations was for 16 and under.

**Mayor Pro-Tempore Killingsworth** said council should lay out everything.

**Interim Town Manager Purvis** said Council is looking at all ages and said to look at type and location.

**Councilmember Zegerman** asked for part of it to be where would we see the users of the vehicles in the town when the new definitions are created.

**Councilmember Gantt** said instead of regulating type, just regulate speed on the Greenways.

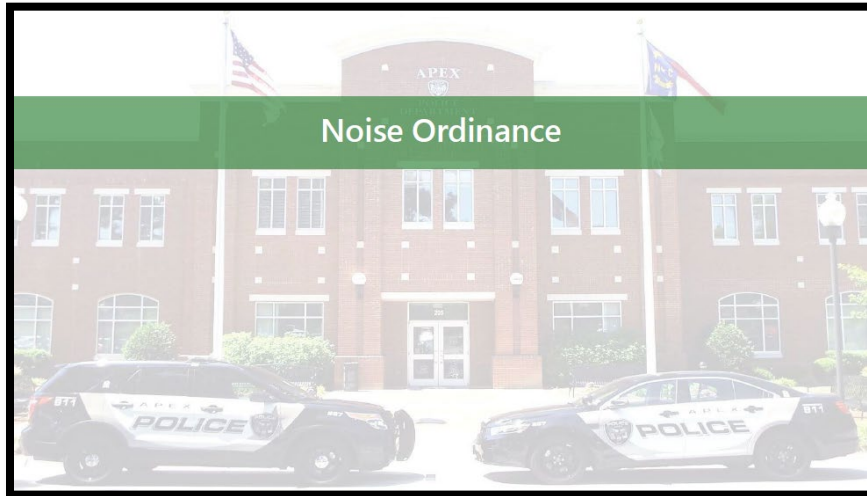
**Councilmember Mahaffey** said his primary concern is a vehicle hitting a bicyclist or other similar vehicle. He said he's not interested in restrictions for adults or those over 16.

**Councilmember Gantt** said adults need to be driving slower on greenways if they're using those kinds of vehicles.

**Councilmember Mahaffey** said he would be fine with a speed limit on greenways if one didn't exist.

**Councilmember Gantt** said that could also apply to all sidewalks so that people didn't have to get onto and off of roadways in areas like downtown. He said it may need to be 5 mph in downtown.

**[SLIDE 8]**



**[SLIDE 9]**

### Apex Local Ordinance

**Sec. 14-29. - Noise; definitions.**

*Construction* means on-site erection, fabrication, installation, alteration, repair, demolition or removal of any structure, facility or addition thereto, including all related activities including, but not restricted to, clearing of land, earth moving, blasting and landscaping. Construction does not include owner occupied residential projects completed solely by the property owner and which do not require a building permit.

**Sec. 14-31. - Sound emission standards and limitations.**

Unless otherwise specifically indicated, it shall be unlawful during the daytime or nighttime hours for any person to cause or allow the emission of sound from any source or sources which when measured pursuant to [section 14-30](#), exceed the maximum decibel limits specified in table 1 more than ten percent of any measuring period, which shall be the length of time to take 100 readings at consecutive ten-second intervals.



[SLIDE 10]

**Apex Local Ordinance**

**Sec. 14-33. - Other prohibited noises.**

The following acts are specifically declared to be unreasonably loud, annoying, frightening, loud or disturbing noise, the emission of which shall be unlawful:

15. The collection of garbage, recyclables and yard waste between the hours of 11:00 p.m. and 6:00 a.m. This prohibition shall not apply to industrial facilities located in industrial zoning districts including LI (light industrial) and TF (tech/flex) as defined by the unified development ordinance

**Sec. 14-35. - Inference in prosecution for noise violation.**

The complaints of two or more persons, at least one of whom resides in a different home from the other complaining person or persons, or the complaint of one or more persons, when combined with the complaint of a duly authorized investigating person, shall be prima facie evidence that such sound is a loud and annoying, frightening, loud and disturbing, or unreasonably loud noise.

[SLIDE 11]

**Recommendations:**

- Define "loud and excessive" noise
- Restrict specific construction noise (nail gun, hammering/banging, machine operating noise, vehicle noise)
- Remove "loud and excessive" as a requirement for construction noise during set time periods

**Councilmember Gantt** asked regarding a particular neighborhood and if it actually was excessive or if they oppose the development they're using this as a way to go against it.

**Chief Armstrong** said he doesn't think they are not opposed to it because they bought one of the new houses that had just been built.

**Councilmember Zegerman** said the construction noise isn't realistic if someone is laying down a floor on a Sunday inside of a closed house using a nail gun, he asked if the town really want to restrict that, and that it seemed excessive.

**Chief Armstrong** said there are some things that can be restricted such as outdoor verses indoor construction.

**Mayor Pro-Tempore Killingsworth** said this particular noise ordinance would be by defining outside construction noise.

**Chief Armstrong** said Council can make it as specific as they choose.

**Councilmember Mahaffey** said this ordinance was just written in 2021. He said at that time there was a conversation about the definition of excessive noise. He said there is a

difference between commercial needs and the quality of life for people living in subdivisions. He said its what people who live their think is loud and excessive noise. He said having two people that need to be part of a complaint is a good rule because it gives balance between the neighbors and the construction noise. He said the original proposal was more restrictive as far as the times.

**Mayor Gilbert** asked when the police officers respond, do they decide that's it's an excessive noise.

**Chief Armstrong** said he would have to go back and review what those interactions looked like to be better equipped to answer the question. He said what would also need to be taken into consideration is the backing up of vehicles and the various alarms that are set for safety measures.

**Mayor Gilbert** said he received several calls in the past year about modified exhausts, and asked if the Chief had received anything information about that topic.

**Chief Armstrong** said he recalls about two incidents, and he would send an officer out in the neighborhoods in question to catch the individuals doing this activity.

**Councilmember Mahaffey** asked if historically only one person was calling and complaining about noise. He said if you get multiple people complaining it wouldn't be an issue to investigate because multiple parties would be reporting the same issue.

**Chief Armstrong** said that was correct. He said for the Linden Property, the developers have restrictions, and they have issued fines to various work crews which are higher than what the town would do.

**Councilmember Gantt** asked if the time or day of the week was more of the problem verses the various types of construction types (commercial vs. personal).

**Chief Armstrong** said both. He said sometimes it's the various vehicles reversing [backing up] noise from people parking at sites before seven in the morning, but not actually beginning work until later.

**Mayor Pro-Tempore Killingsworth** said her preference would be to define outside construction noise so we have a specific set of rules to go by for working outside of the house.

**Chief Armstrong** asked if that included the 100 readings.

**Mayor Pro Tempore Killingsworth** said yes.

**Councilmember Mahaffey** said that 100 readings thing has come up in other properties. He said this can be used in other scenarios other than construction as well.

**Councilmember Gray** asked Town Attorney Hohe in regards to loud and excessive noise, is the recommendation that one definition applies throughout all aspects of the ordinance.

**Town Attorney Hohe** said loud and excessive was added in 2020 when there was a change regarding the hours and it's not in the definition section. She said council would definitely want to make sure that the definition is going to be consistently applied.

**Councilmember Mahaffey** asked if the definition of two people complaining is part of the excessive noise complaint rule.

**Chief Armstrong** said what he is referencing is prima facia [first impression] evidence of a violation and that would be separate from a loud and excessive definition.

**Councilmember Gray** said the closest that we have to a definition of loud and excessive is in the Town's Code of Ordinances Section 14.31 and that means 100 readings.

**Chief Armstrong** said that's correct.

**Councilmember Gantt** asked if Chief was suggesting to get rid of the readings entirely.

**Councilmember Gray** said he would remove the 100 readings.

**Town Attorney Hohe** said the County just proposed an amendment to their noise ordinance which removes the decimal readings requirement.

**Chief Armstrong** said other jurisdictions consider noise violations if they are heard from a defined distances away.

**Councilmember Mahaffey** said it would be good to review what Wake County just adopted and look at adopting similar standards. He said this would help to ensure noise definitions were consistently applied to the unincorporated areas as well as the Town's corporate limits.

**Councilmember Gantt** asked if Wake County's noise ordinance was triggered or related to gunshot complaints.

**Town Attorney Hohe** said it appears they are overhauling their entire noise ordinance substantially.

**Councilmember Mahaffey** said he said he worries about specifics that are prohibited, because the noise could apply to other items too.

**Councilmember Gray** said he agrees that it's probably easier to figure out a loud and excessive definition.

**Councilmember Mahaffey** said he found the Wake County ordinance and it defined their standards as a reasonable person and unreasonable noise and have definitions for both. He said the standard will either be subjective or objective. He said if it isn't decibels, it will be somewhat subjective. He said the Town couldn't specifically outlaw construction so a noise ordinance was developed with the intention being that outside construction would have a set period of time for work and if someone wanted to work inside on a Sunday they could.

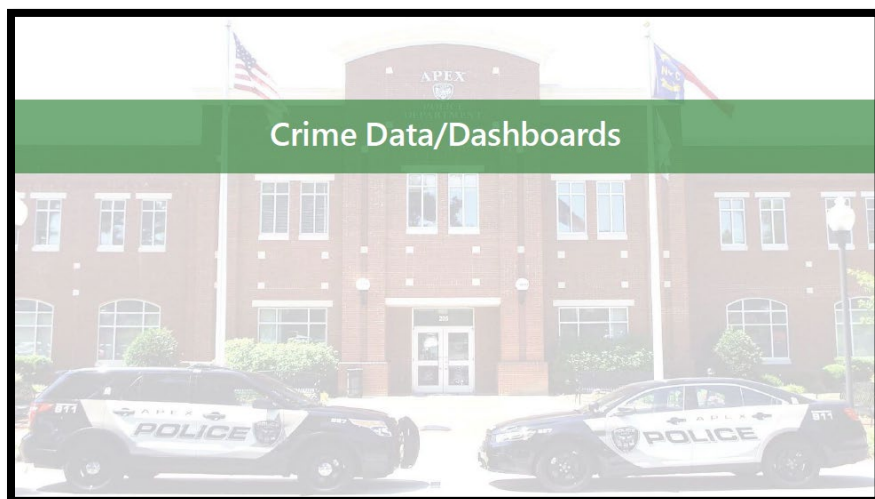
**Councilmember Gray** said the intention of the noise ordinance was to provide a day where no outside construction noise would occur, but the ordinance revision didn't say that.

**Mayor Pro-Tempore Killingsworth** asked if the Chief needed more specific direction from council.

**Interim Town Manager Purvis** said this information was helpful and, if Council was good with the general discussion, staff would proceed with preparing an ordinance amendment for future consideration.

**Chief Armstrong** and Councilmembers said yes.

[SLIDE 12]



[SLIDE 13]

**National Incident Based Reporting System (NIBRS)**

An "incident" is defined for NIBRS reporting purposes as one or more offenses committed by the same offender, or group of offenders acting in concert, at the same time and place. "Acting in concert" requires offenders actually commit or assist in the commission of the crime(s). The offenders must be aware of, and consent to, the commission of the crime(s); or even if nonconsenting, their actions assist in the commission of the offense(s). This is important because all of the offenders in an incident are considered to have committed all of the offenses in the incident. If one or more of the offenders did not act in concert, then there is more than one incident involved.

"Same time and place" means that the time interval between the offenses and the distance between the locations where they occurred were insignificant. Normally, the offenses must have occurred during an unbroken time duration and at the same or adjoining location(s). However, incidents can also be comprised of offenses which by their nature involve continuing criminal activity by the same offender(s) at different times and places, as long as the activity is deemed to constitute a single criminal transaction.

[SLIDE 14]

**Public Dashboards**

- [Crime Dashboard](#)
- [Community Policing Dashboard](#)

**Councilmember Gantt** asked about the tracking of incidents in the system.

**Chief Armstrong** explained that certain crimes have to be tracked separately with separate incident reports, even if they occurred at the same time and place. Some crimes may start as a group robbery, but expand into an individual committing different crimes at the scene.

**Mayor Gilbert** asked what is the process of navigating through the varying reports crime and reports over the years.

**Chief Armstrong** said Crime Analyst Jennifer Conley will put a remark in there to explain the transition from year to year and how it's being reported. He said Jennifer Conley is still working on how to pull victim information to highlight that aspect of the report. He said a tab to the dashboard so people in the community can have some insight to the reports.

**Mayor Gilbert** asked if UCR is different to FBI at how they look at areas geographically as far as where crimes occur. He asked is that victim based or is it incident based.

**Chief Armstrong** said it is incident based at well. He said this is a part of the transition as the difference in reporting and tracking made crime look different. He said it looks like there is more crime as NIBRS tracks things differently than incident based.

**Mayor Gilbert** asked what is the definition of adjoining locations.

**Chief Armstrong** said it doesn't give a definition. He said a parking lot will have more incidents in the same location than a subdivision, because they are different properties, even though they may be similar absolute distances apart.

**Councilmember Gray** said with NIBRS that it's much more of an educational piece. He said the tool will help the public to understand where these clusters keep happening, but there is less clarity on what is within the cluster.

**Chief Armstrong** said NIBRS focuses on capturing the criminal act.

**Mayor Gilbert** asked how do we get the message out to the community regarding these crimes and the people they are impacting.

**Chief Armstrong** said there are multiple ways. He said there is an internal tracking event log that report information out and is shared internally. He said this report is sent out twice a day and updated every shift. He said the police department doesn't have any real public component other than a dashboard that residents can go and open a link and read things. He said what he's looking at with this moving forward is the community to have the information at their fingertips so they have the same information as the police department and can see what's going on in Apex.

**Councilmember Zegerman** said a concern is that data from 2018 is not comparable to 2023 because there were different things being applied.

**Mayor Gilbert** said yes. He asked if there were 15 break-ins, is the suspect is being charged with 15 counts or charged for one incident.

**Chief Armstrong** said it's still 15 counts for the suspect. He said the charge is based off the victims and the number of victims doesn't change with how the reports are done.

**Councilmember Gray** said this is just an aggregation.



**Mayor Gilbert** said we report crime in 2023 and it's being compared to previous years. He asked when did the NIBRS reporting change.

**Jennifer Conley, Apex Police Crime Analyst**, said the town has been doing incident base reporting since 2006.

**Councilmember Zegerman** said there needs to be historical data comparable on how to bridge the old data linked to the new data, which will help to be more transparent on how the numbers are presented to the community.

**Councilmember Mahaffey** asked what was the change that was made.

**Chief Armstrong** said when he first started with Apex his assessment was different than previously before so he changed how police were doing reports and incidents.

**Councilmember Mahaffey** said it's always been incident based, it's a matter of what counts as one incident, and how that is reported.

**Mayor Gilbert** asked if police were doing separate reports for one incident.

**Chief Armstrong** said yes, until he started as Police Chief.

**Councilmember Mahaffey** asked does the NIBRS alter our reporting data.

**Chief Armstrong** said looking at the number of incidents or number of victims does not give you your crime rate because you have to factor in population.

**Councilmember Zegerman** said the concern is we how we now view our crime rate or incident statistics by changing the separate reports to one report.

**Councilmember Mahaffey** said its more complicated this is all happening roughly at the same time as the pandemic which had a massive impact on crime rates.

**Chief Armstrong** said one thing has never changed is the number of victims and how that's reported.

**Councilmember Mahaffey** asked will we have that data out to the public.

**Chief Armstrong** said that's what he's working on building that out right now.

**Mayor Gilbert** said he appreciate what is being done but he does get a lot of calls about the crime rate.

**Interim Town Manager Purvis** said we have the data and now it's figuring out how to get the data out there and updating it regularly, in order to provide an "apples to apples" comparison.

**Councilmember Zegerman** said he would like to see an assessment of change from the past few years and how that has impacted the overall data.

**Interim Town Manager Purvis** said if you put it out there you would have to state the changing of methodology and its important to have transparency. He said to Councilmember Zegerman about building data, he said the data is all there and can be looked into. He said methodology is important because that's the source of the data.

**Councilmember Gray** said it's important that Council is communicating that the idea of crime rate and safety is much more complicated than it seems on the surface. He said different crimes become more prevalent over time as well.

**Mayor Gilbert** asked if this also includes crimes that are found within an existing traffic stop.

**Jennifer Conley** said this dashboard is just crime so it's going to be case report information.

**Councilmember Zegerman** said if data is going to be out there then the town needs to have a description of what the data tells us.

**Councilmember Gray** said the tough part when it comes to the national reporting's and trying to do the tracking and identify a number that is necessarily not a binary question.

**Chief Armstrong** said laws change as people get into legislative positions. He said something that's going to be in the crime data 5 years ago could be completely void today.

**Councilmember Mahaffey** asked are there any public facing dashboards from the FBI or NIBRS or is it only local agencies have to pull data and make their own dashboards.

**Chief Armstrong** said NIBRS reports a public facing dashboard.

**Jennifer Conley** said the state does one too and after the month is complete everybody sends their data to the state and you can go on the state's website and look at different counties and sometimes different agencies.

**Councilmember Mahaffey** asked is the state pulling from NIBRS too.

**Jennifer Conley** said we send it to the state and then the states pushes it to the federal government.

**Interim Town Manager Purvis** asked Council do they want a map on the public facing dashboard, or are there certain categories they want to see, or if they want to have full access to seeing the numbers for the different types of crimes. He said the map cannot be changed and can be zoomed in on to see detailed locations.

**Councilmember Zegerman** asked if they could simply group them into a higher-level category and to not make the crimes so specific.

**Jennifer Conley** said they could do crimes against property, or crimes against persons, and crimes against society, and just have those three categories. She said that would eliminate residents from seeing specific information on what crime was committed near them. She also suggested to have a static map of the last 30 days of crime.

**Councilmember Zegerman** asked how is the map the police are using different from the Lexus Nexus map that we are already have publicly.

**Jennifer Conley** said both are very similar except one is kind of a contour map and the other states individual points and it can also do a density map as well. She said she didn't think rapes were on the report.

**Mayor Pro-Tempore Killingsworth** asked there are zones up right now.

**Jennifer Conley** said yes, they group things by zones.

**Councilmember Zegerman** asked if rapes and sexual assaults are on the map.

**Jennifer Conley** said they don't report sexual assaults on the map to protect the integrity of the victim's information.

**Councilmember Zegerman** asked if it could be included as a filter.

**Jennifer Conley** said it doesn't map to their specific address.

**Councilmember Gray** said its important for residents to know if there is a crime spree going on around town.

**Councilmember Gantt** said the EPA reports on neighborhoods that are polluted, and it impacts property values, even though they are working on it.

**Councilmember Mahaffey** said there is a balance between the right of the public to know what's going on and the rights of the victim of the crimes to not have their information on the map.

**Chief Armstrong** said the map can be taken out if Council chooses too.

**Councilmember Mahaffey** said he likes the idea of the map but having broader categories but still being able to filter on the charts.

**Councilmember Zegerman** said he liked the look of the bar charts and grids for the dashboard.

**Mayor Gilbert** said the map wasn't what he was looking for but thanked them for providing the map. He said he is more into the numbers.

**Interim Town Manager Purvis** said he has consensus from council to move the map but continue to work with police on building a map for the transparent piece to be aggregated into the dashboard.

**Councilmember Zegerman** asked from the community dashboard if he can see a police officer is patrolling certain neighborhoods on Monday, Wednesday and Fridays and never on Tuesday and Thursday.

**Chief Armstrong** said what he sees is not all the movement. He said these categories are things we have identified that falls under that umbrella. He said officers are not able to track every street they drive down or doing. He said they are targeting things that are related to crime or related for specific purposes. He said at the end of the day, this is the way officers get credit for their work because were able to see it and quantify it.

**Councilmember Mahaffey** asked what happens on Tuesday's shift.

**Chief Armstrong** said Tuesdays is when the most people are on shift and that's why Tuesdays have the highest number.

**Mayor Gilbert** asked about DWI.

**Chief Armstrong** said DWI would be on the crime dashboard.

**Councilmember Mahaffey** asked is there an overlap between the Crime Dashboard and the Community Dashboard.

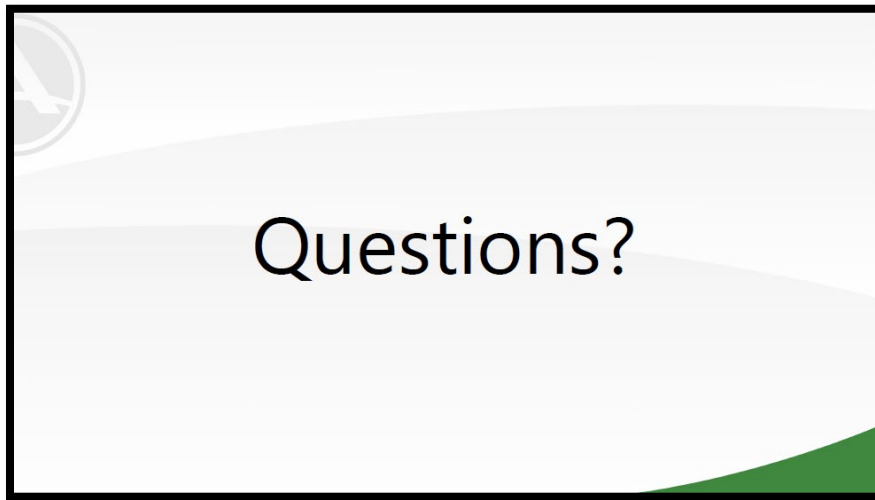
**Chief Armstrong** said it depends on the situation and the crime. The community dashboard shows what a police officer is doing when not responding to a specific incident, which would be tracked on the crime dashboard.

**Councilmember Gray** said he appreciates the data gathering and finds it useful. He said his concern is about police officers not policing and inputting in data. He asked will this interfere from them doing their job.

**Chief Armstrong** said it's all at the police officers' fingertips by a click of a button. He said they do not have to type anything in with this.

**Mayor Pro-Tempore Killingsworth** said she really likes the community policing board and it's showing what we're doing and how we're responding to the community.

[SLIDE 15]



**Councilmember Zegerman** asked for a follow-up on what's going on with the Civilian Advisory Committee.

**Town Clerk Coleman** said he sent an email about that earlier this week.

[ADJOURNMENT]

**Mayor Gilbert** thanked everyone and adjourned the meeting at 5:26 p.m.

Jacques K. Gilbert  
Apex, Mayor

Allen Coleman, CMC, NCCCC  
Apex, Town Clerk

Submitted for approval by Apex Town Clerk Allen Coleman.

Minutes approved on 12th of January, 2024 (CN7).