



REVISED AGENDA | REGULAR TOWN COUNCIL MEETING

November 14, 2023 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 Administration

Mayor: Jacques K. Gilbert | Mayor Pro-Tempore: Audra Killingsworth

Council Members: Brett D. Gantt; Terry Mahaffey; Edward Gray; Arno Zegerman

Interim Town Manager: Shawn Purvis

Assistant Town Managers: Demetria John and Marty Stone

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

COMMENCEMENT

Call to Order | Invocation | Pledge of Allegiance

CONSENT AGENDA

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

CN1 2024 Town Council Meeting Calendar

Allen Coleman, Town Clerk

CN2 Agreement - Construction Agreement - CSX Transportation, Inc - Hunter Street Sidewalk

Adam Stephenson, Transportation Engineering Manager, Transportation and Infra. Dev. Dept.

CN3 Agreement - Fire Protection Equipment Mutual Aid Agreement - Equipment Sharing - with Town of Cary, Town of Morrisville and Town of Apex

Tim Herman, Chief, Apex Fire Department

CN4 Annexation No. 765 - Alderwood - Two Remaining Parcels - 5.226 acres

Allen Coleman, Town Clerk

CN5 Annexation No. 766 - Veridea No. 1 (Tracts One through Six) - 111.02 acres

Allen Coleman, Town Clerk

CN6 Annexation No. 768 - 9613 Horton Road - 17.41 acres

Allen Coleman, Town Clerk

- CN7 Construction Contract Award - Browe Construction Company - Laura Duncan Sidewalk Project**
Adam Stephenson, Transportation Engineering Manager, Transportation and Infra. Dev. Dept.
- CN8 Council Meeting Minutes - Various**
Allen Coleman, Town Clerk
- CN9 Encroachment Agreement - 2915 Alderson Court - Lot 258**
Chris Johnson, P.E., MPA, Director, Transportation & Infrastructure Development Dept.
- CN10 Ordinance Amendment - Chapter 13 Occupational Licenses, Taxes and Regulations, Article III, Subsection 54 Exemptions - Pleasant Park Concessions**
Craig Setzer, Director, Parks, Recreation and Cultural Resources Department
- CN11 Tax Report - September 2023**
Allen Coleman, Town Clerk
- CN12 Vehicle Lease - 2014 Freightliner Leaf Truck**
John Mullis, Director, Public Works Department

PRESENTATIONS

- PR1 Apex Public School Foundation - Quarterly Peak S.T.A.R. Awards**
Councilmember Terry Mahaffey, Sponsor
- PR2 Proclamation - Adoption Awareness Month - November 2023**
Mayor Jacques K. Gilbert
- PR3 Proclamation - Geographic Information Systems (GIS) Day - Wednesday, November 15, 2023**
Mayor Jacques K. Gilbert
- PR4 Proclamation - Small Business Saturday 2023 - Saturday, November 25, 2023**
Mayor Jacques K. Gilbert
- PR5 Western Wake Ministry Presentation**
Seaira Green, Executive Director of Western Wake Ministry
Mayor Jacques K. Gilbert, Sponsor

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. 770 - Legacy Station - 26.63 acres

Dianne Khin, Director, Planning Department

OLD BUSINESS

~~OB1 Ordinance Amendment - Chapter 5 - Article 1 - Section 5 - Automatic Fire Sprinkler System Requirements (2nd Reading)~~

Councilmember Terry Mahaffey, Sponsor

Clerk's Note: **Councilmember Mahaffey intends to make a motion to remove this item from consideration. This motion will likely occur during the "Regular Meeting Agenda" section (page 2).**

UPDATES BY TOWN MANAGER

CLOSED SESSION

Council will enter into closed session pursuant to:

CS1 Laurie Hohe, Town Attorney

NCGS § 143-318.11(a)(6):

consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee."

CS2 Allen Coleman, Town Clerk

NCGS § 143-318.11(a)(6):

consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee."

ADJOURNMENT

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 14, 2023

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to adopt the Town Council meeting schedule for calendar year 2024.

Approval Recommended?

Yes

Item Details

In accordance with North Carolina General Statute 143-318.12, a schedule of regular meetings shall be filed with the Town Clerk to the Town Council. The schedule must show the date, time, and place of each meeting.

Attachments

- CN1-A1: DRAFT - 2024 Council Meeting Calendar
- CN1-A2: DRAFT - 2024 Test Calendar **(to be provided under separate cover)**



Town Council 2024 Meeting Calendar

DRAFT

January						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	T9	10	11	T12	13
14	15	T16	17	18	19	20
21	22	T23	24	T25	26	27
28	29	H30	31			
9th Pre-Budget Public Hearing/ Regular Mtg						
12th Annual Council Retreat (Option B)						
16th Work Session						
25th Personnel Committee						
30th Joint Collaboration Meeting/Holly Springs						

February						
S	M	T	W	T	F	S
			1	1	2	3
4	5	6	T7	8	9	10
11	12	T13	14	T15	T16	17
18	19	T20	21	T22	23	24
25	26	T27	28	29		
7th Economic Development Committee						
15-16 Annual Council Retreat (Option A)						
20th Work Session						
22nd Finance Committee						

March						
S	M	T	W	T	F	S
					1	2
3	4	5	6	T7	8	9
10	11	T12	13	T14	15	16
17	18	P19	20	T21	22	23
24	25	T26	27	28	29	30
31						
7th Personnel Committee						
14th Planning Committee						
19th Work Session						
21st Joint Finance/Personnel Committee Mtg						

April						
S	M	T	W	T	F	S
	1	T2	3	T4	5	6
7	8	T9	10	11	12	13
14	15	T16	17	18	T19	20
21	22	T23	24	25	26	27
28	29	30				
2nd Finance Committee						
4th Finance Committee						
16th Work Session						
19th Rules Committee						

May						
S	M	T	W	T	F	S
			1	T2	3	4
5	6	7	8	9	10	11
12	13	T14	T15	T16	17	18
19	20	T21	22	T23	24	25
26	27	T28	29	H30	31	
2nd Budget Work Session						
15th Economic Development Committee						
16th Planning Committee						
21st Work Session						
23rd Budget Work Session						
30th Joint Collaboration Meeting/Cary						

June						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	T11	12	13	T14	15
16	17	T18	19	20	T21	22
23	24	T25	26	27	28	29
30						
14th Rules Committee						
18th Work Session						
21st Personnel Committee						

July						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	T9	10
11	12	T13	14	15	16	17
18	19	T20	T21	22	23	24
25	26	T27	28	29	30	31
9th Finance Committee						
20th Work Session						
21st Economic Development Committee						

September						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	T10	11	T12	13	14
15	16	T17	18	19	T20	21
22	23	T24	25	T26	27	28
29	H30					
12th Planning Committee						
17th Work Session						
20th Rules Committee						
26th Personnel Committee						
30th Joint Collaboration Meeting w/Morrisville						

October						
S	M	T	W	T	F	S
		T1	2	3	4	5
6	7	T8	9	10	11	12
13	14	P15	16	T17	T18	19
20	21	22	23	24	T25	26
27	H28	29	T30	31		
1st Closed Session - Evaluation (Appointed)						
15th Work Session						
17th Closed Session - Evaluation (Appointed)						
18th Finance Committee						
25th Council Strategic Planning Update						
28th Joint Collaboration Meeting / Wake County						
30th Economic Development Committee						

November						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	T12	13	T14	T15	16
17	18	T19	20	T21	22	23
24	25	26	27	28	29	30
14th Planning Committee						
15th Rules Committee						
19th Work Session						

December						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	T10	11	12	13	14
15	16	T17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
13th Personnel Committee						
17th Work Session						

Holidays	13
Regular Meetings	21
Work Sessions	11
Committee Meetings	22
Budget Hearings/Work Sessions	3
Joint Collaboration Meetings	4

CS - Evaluation (Appointed)	2
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Retreat/Strategic Planning	4
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Total Meetings 67

MEETING LOCATION(S)

- P Police Department
- T Town Hall
- S Senior Center
- H Halle Cultural Arts Center
- O Other

67 Meeting days
1 Two meetings same day
67 Total Meetings

SPECIAL NOTE

Meeting Times, Location, Etc. are noted on the next page titled: "Apex Town Council Meeting Calendar for Year 2024 - Text"

Questions should be directed to the Town Clerk's Office
919-249-1260 or allen.coleman@apexnc.org

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 14, 2023

Item Details

Presenter(s): Adam Stephenson, Transportation Engineering Manager

Department(s): Transportation & Infrastructure Development

Requested Motion

Motion to approve a Construction Agreement with CSX Transportation, Inc and the Town of Apex, for Hunter Street sidewalk connecting to the existing railroad crossing surface, and to authorize the Interim Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

The project will construct sidewalk on the north side of Hunter Street adjacent to the skate park and will connect to the existing railroad crossing surface as part of the BL-0047 Downtown Safe Routes to School & Transit Connections project. This construction agreement is required by CSXT due to the required flagging and inspection of construction. Under the terms of the agreement, a fee of \$24,354 is due prior to Notice to Proceed to CSXT. The project is subject to reimbursable expenses as outlined in Section 4 of the agreement.

Attachments

- CN2-A1: Construction Agreement - CSX Transportation, INC - Hunter Street Sidewalk
 - Exhibit A - Allocation of Work
 - Exhibit B - Plans and Specifications dated 7/29/22
 - Exhibit C - CSXT Special Provisions
 - Exhibit D - Initial Estimate dated 7/18/22
 - Exhibit E - Payment Schedule
 - Exhibit F - Insurance Requirements
 - Schedule I - Contractor's Acceptance



**Sidewalk Connecting to the Existing Railroad Crossing Surface
DOT #845902P, Hunter Street
Apex, Wake County, North Carolina
MP SDS-20.58
CSX OP# NC1055**

CONSTRUCTION AGREEMENT

This Construction Agreement (“**Agreement**”) is made as of _____, 20____, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and the **Town of Apex**, a body corporate and political subdivision of the **State of North Carolina** (“**Agency**”).

EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, **Hunter Street sidewalk connecting to the existing railroad crossing surface in Apex, Wake Co., NC; SDS-20.58; near DOT No. 845902P, Carolinas Zone and Aberdeen Subdivision** (the “**Project**”).
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. **Project Plans and Specifications**

- 1.1 **Preparation and Approval.** Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency’s sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT’s election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or

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approved by CSXT, are referred to as the “**Plans**”, and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.

1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT’s requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT’s contractual obligations, including, but not limited to, CSXT’s existing or proposed third party agreements and collective bargaining agreements.

2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency’s sole cost and expense.

2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than **12 (twelve) months from the date of agreement**, unless the parties mutually agree to extend such date.

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3. Special Provisions. Agency shall observe and abide by, and shall require its contractors (“**Contractors**”) to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the “Special Provisions”). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor’s agreement to observe and abide by the terms and conditions of this Agreement.
4. Cost of Project and Reimbursement Procedures
 - 4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT’s consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, “**Reimbursable Expenses**”). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.
 - 4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the “**Estimate**”, as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency’s approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation.
 - 4.3 Payment Terms.
 - 4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the “Payment Schedule”, as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.
 - 4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which

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Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.

4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192

4.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.

5. Appropriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.

6. Easements and Licenses

6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.

6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by Railroad and as may be designated on the Plans approved by CSXT.

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- 6.3 Temporary Construction Easements. CSX may grant without warranty to Agency if required temporary non-exclusive easement for access to the extent necessary for the project on terms and conditions, and at a price acceptable to the parties.
- 6.4 Maintenance Agreement. Contemporaneous with the execution of this Agreement, CSXT and Agency have executed that certain Maintenance Agreement providing for Agency's ongoing use maintenance, repair, renewal and removal of the Project.
- 6.5 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance (in accordance with the provisions of the Maintenance Agreement described in 6.4) of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to both parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.
7. Permits. At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.
8. Termination
- 8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.
- 8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.
- 8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish

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or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

9. Insurance. In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

10. Ownership and Maintenance.

- 10.1 By Agency. Agency shall maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans, consisting of roadway pavement up to the outer ends of the railroad cross ties, sidewalks, guardrails, and curbs, in good and safe condition to CSXT's satisfaction. In the event Agency fails to do so after reasonable notice from CSXT (unless an emergency condition exists or is imminent in the opinion of CSXT that requires immediate action), CSXT may perform such maintenance and repair, at Agency's sole cost and expense.

Agency shall own, maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans. In the event Agency fails to do so after reasonable notice from CSXT (no more than thirty (30) days, unless an emergency condition exists or is imminent in the opinion of CSXT, that requires immediate action), CSXT may perform such maintenance and repair, at Agency's sole cost and expense. Upon the cessation of use of the Project by Agency, Agency shall remove the structure and restore CSXT's property to its original condition, at Agency's sole cost and expense, to CSXT's satisfaction.

- 10.2 By CSXT. CSXT shall maintain and repair the crossing surface between the ends of its cross ties and its signal facilities at the crossing, at Agency's sole cost and expense.
- 10.3 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior written approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require. CSXT may undertake alterations of its property, track or facilities and shall be reimbursed by Agency for the expenses incurred by CSXT with respect to the removal and restoration of the crossing in connections with such alteration.

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Agency shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require.

11. Indemnification

- 11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.
- 11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.
- 11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
- 11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

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12. Independent Contractor. The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.
13. "Entire Agreement" This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
14. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
15. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.
16. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT:

CSX Transportation, Inc.
4900 Old Osborne Tpke., Suite 200
Richmond, VA 23231
Attn: Michael Liebelt, Project Manager II-Public Projects

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If to Agency:

Town of Apex
P.O. Box 250
73 Hunter Street
Apex, NC 27502
Attn: Adam Stephenson, Transportation Engineering Manager

17. Severability. The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.
18. Applicable Law. This Agreement shall be governed by the laws of the State of **North Carolina**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Wake County, North Carolina, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Wake County, North Carolina.

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BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on September 19, 2023.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

TOWN OF APEX

By: _____

Name: Shawn Purvis

Title: Deputy Town Manager

Attest: _____
Allen L. Coleman, Town Clerk

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

Finance Director

CSX TRANSPORTATION, INC.

By: _____

Print Name: Michael Liebelt

Title: Public Projects Manager

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**EXHIBIT A
ALLOCATION OF WORK**

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

- A. Agency shall let by contract to its Contractors:
 - 1. Construction of a 5' wide sidewalk that will taper down to 4' to cross the tracks over the existing crossing surface and will include revision of storm drainage inlet pipes from the railroad ditch line to the City's storm sewer system

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EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

[IDENTIFY PLANS AND SPECIFICATIONS BY DATE, PREPARER, TITLE, PROJECT NUMBER, ETC.]

<u>SHEET</u>	<u>DESCRIPTION</u>	<u>PREPARER</u>	<u>DATE</u>
1 of 1	Hunter Street Sidewalk – Sheet 1	Town of Apex	9/15/21
1 of 1	10-plan-L5	Town of Apex	10/25/22

NOTE: In the event subsequent plan submissions are made by Agency to CSXT for review and approval, once approved, said plans shall be considered to be incorporated into this Exhibit B as of the date of CSXT's written approval.

EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“CSXT” shall mean CSX Transportation, Inc., its successors and assigns.

“CSXT Representative” shall mean the authorized representative of CSX Transportation, Inc.

"Agreement" shall mean the Agreement to which this Exhibit C is made a part thereof and as may be amended from time to time.

“Agency” shall mean the **TOWN OF APEX**.

“Agency Representative” shall mean the authorized representative of the **TOWN OF APEX**.

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT’s property, or to poles, wires, and other facilities of tenants on CSXT’s Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.

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- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.
- III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:
- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
 - B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
 - C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.
- IV. WORK FOR THE BENEFIT OF THE CONTRACTOR
- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
 - B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

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V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the

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tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
 - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative,

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without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.

- e. Agency and Contractor shall not store explosives on CSXT property.

2. CSXT Representative will:

- a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
- b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service,

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and CSXT shall not be liable for the cost of delays attributable to obtaining such service.

- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.
- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

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EXHIBIT D

INITIAL ESTIMATE ATTACHED

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ACCT. CODE : 709 - NC1055

Form Revision
45037

ESTIMATE SUBJECT TO REVISION AFTER: 9/19/2024 DOT NO.: 845902P
CITY: Apex COUNTY: Wake STATE: NC
DESCRIPTION: Hunter Street sidewalk connecting to the existing railroad crossing surface
ZONE: Carolinas SUB-DIV: 0 MILE POST: SDS 20.58
AGENCY PROJECT NUMBER: 0

PRELIMINARY ENGINEERING:

212	Contracted & Administrative Engineering Services	0
	Subtotal	0

CONSTRUCTION ENGINEERING/INSPECTION:

212	Contracted & Administrative Engineering Services	14000
	Subtotal	14000

FLAGGING SERVICE: (Contract Labor)

70	Labor (Conductor-Flagman)	0	Days @	\$ 350.00	0
50	Labor (Foreman/Inspector)	5	Days @	\$ 504.00	2520
70	Additive	182.00% (Transportation Department)			0
50	Additive	223.00% (Engineering Department)			5620
	Subtotal				8140

SIGNAL & COMMUNICATIONS WORK:

TRACK WORK:

PROJECT SUBTOTAL:

900	CONTINGENCIES:	10.00%	2214
-----	----------------	--------	------

PROJECT TOTAL:

CURRENT AUTHORIZED BUDGET:

TOTAL SUPPLEMENT REQUESTED:

*****	24354
*****	0
*****	24354

DIVISION OF COST:

Agency	100.00%	24354
Railroad	0.00%	0

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: ffatt & Nichol

Approved by: **M. Liebelt** CSXT Public Project Group

DATE: 12/11/22 REVISED: 09/20/23 DATE: 12/14/22

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EXHIBIT E

PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

CSXT Schedule PA

PAYMENT SUBMISSION FORM

Project Description: Apex, Wake Co., NC – Hunter St. Sidewalk Connecting to the Existing Railroad Crossing Surface – Carolinas Zone, Aberdeen Sub. – DOT #845902P; MP SDS-20.3

CSXT OP# NC1055 (To be filled in by CSXT)

Payment may be made via paper check or ACH/EFT payment as detailed below.

Payment due prior to work commencing.

*****Mail a Check*****

Mail this form (via USPS only),
along with your paper check (do not
send the Agreement) to the following
address:

**CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192**

OR

*****ACH/EFT Payment*****

Submit Payment to:

**CSXT Govt. Billing
P.O. Box 530192
Atlanta, GA 30353-0192**

**Acct # 1219082172
ACH ABA# 267084199**

When submitting payment VIA EITHER CHECK OR ACH/EFT, send a photocopy of the check or associated ACH/EFT payment info, along with this form via email/mail to:

**Michael Liebelt
Project Manager II - Public Projects
4900 Old Osborne Tpke., Suite 200
Richmond, VA 23231
[Regina Jeter@csx.com](mailto:Regina.Jeter@csx.com)
Phone# 804-226-7716**

(All information below to be completed by Agency providing Payment)

<u>Sponsor Name</u>	<u>Payment Date</u>	<u>Check #</u>	<u>Amount</u>
_____	_____	_____	<u>\$24,354.00</u>

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EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must appear on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description.

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- e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
 - f. Authorized endorsements may include:
 - (i). Broad Form Nuclear Exclusion - IL 00 21
 - (ii) 30-day Advance Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index - CL/IL 240
 - g. Authorized endorsements may not include:
 - (i) A Pollution Exclusion Endorsement except CG 28 31
 - (ii) A Punitive or Exemplary Damages Exclusion
 - (iii) A "Common Policy Conditions" Endorsement
 - (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
 - (v) Policies that contain any type of deductible
5. All insurance companies must be A. M. Best rated A- and Class VII or better.
6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.
7. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department
CSX Transportation, Inc.
500 Water Street, 14th Floor
Jacksonville, FL 32202
Phone: 904-366-3804

OR

insurancedocuments@csx.com and cfontenelle@moffattnichol.com

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated _____, 20____, between the Town of Apex and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

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| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 14, 2023

Item Details

Presenter(s): Tim Herman, Fire Chief

Department(s): Fire

Requested Motion

Motion to approve a Fire Protection Equipment Mutual Aid Agreement between the Town of Cary, Town of Morrisville and the Town of Apex, effective from the date of execution until July 1, 2024, and, thereafter shall renew automatically on July 1 of each subsequent year for twenty (20) years, for the sharing of equipment, and to authorize the Interim Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

Mutual Aid is a vital component in firefighting and emergency responses. Our neighboring municipalities have implemented a shared service strategy among Fire Departments in the event of borrowing an apparatus in order to ensure the preservation of life and property across all of our communities.

The Fire Protection Equipment Mutual Aid Agreement outlines the sharing of Fire Engines between the Town of Morrisville, Town of Cary and Town of Apex in the event one of the three (3) towns are in a situation that requires the borrowing of a fire truck. All Fire Departments agree that the mutual agreement of shared equipment will not exceed three (3) weeks, unless agreed on case-by-case basis by all Fire Chiefs.

It is understood and agreed by all three (3) towns that normal wear and tear and damage to the equipment is expected and will be at the expense of the Lending Fire Department. Any damage to the equipment while in use that is beyond normal wear and tear will be repaired in the manner elected by the Lending Fire Department. The cost of the repairs will be reimbursed by the Requesting Fire Department upon receipt of an invoice from the Lending Fire Department.

The Fire Protection Equipment Mutual Aid Agreement is effective from date of execution until July 1, 2024, and, thereafter should renew automatically on July 1 of each year for twenty (20) years.

Attachments

- CN3-A1: Fire Protection Equipment Mutual Aid Agreement - Fire Protection Equipment Mutual Aid Agreement - Equipment Sharing - with Town of Cary, Town of Morrisville and Town of Apex



FIRE PROTECTION EQUIPMENT
MUTUAL AID AGREEMENT

WAKE COUNTY, NORTH CAROLINA

W I T N E S S E T H:

THAT, WHEREAS, North Carolina General Statute §58-83-1 authorizes municipal corporations and fire protection districts to send (or decline to send) firefighters and firefighting equipment beyond the response areas that they normally serve (a practice generally known as “mutual aid”), provides for retention of rights, privileges and immunities enjoyed by firefighters in their response areas when those firefighters respond beyond those response areas, and further provides for retention of rights, privileges and immunities of counties, municipal corporations and fire protection districts enjoyed by those agencies in their response areas when those agencies respond beyond those response areas; and

WHEREAS, on or about July 1, 2022, the Towns of Cary, Apex, and Morrisville (among other parties) entered into a Wake County Fire Protection Mutual Aid Agreement which, unless terminated earlier in accordance with its terms, renews automatically each year on July 1st; and

WHEREAS, the Wake County Fire Protection Mutual Aid Agreement outlines the agreement between the parties to provide fire protection services to response areas that they normally do not serve but does not directly address the need to share Equipment among the participating parties; and

WHEREAS, it is in the best interests of the Towns of Cary, Apex, and Morrisville, municipal corporations within Wake County, to formalize their commitment to the sharing of Equipment in the form of a mutual aid agreement (Cary, Apex, and Morrisville may be collectively referred to as “Parties” hereinafter); and

WHEREAS, this Fire Protection Equipment Mutual Aid Agreement (hereinafter “Agreement”) does not replace, terminate, alter, or in any way modify the Wake County Fire Protection Mutual Aid Agreement but will instead operate in addition to it.

NOW, THEREFORE, in consideration of the mutual covenants contained herein by and among the parties hereto, it is hereby agreed as follows:

1. The following definitions are hereby adopted as part of this Agreement:
 - a. EQUIPMENT means Fire Engines and Rescue trucks and apparatus associated with, or necessary for the function of, the vehicles only and does not include aerial or other apparatus.
 - b. FIRE CHIEF means the chief operating officer of a lawfully-organized fire department.

- c. FIRE DEPARTMENT means the municipal government that is a party to this Agreement that delivers fire protection services.
 - d. LENDING FIRE DEPARTMENT means the Fire Department that owns the Equipment that is being used by the Requesting Fire Department pursuant to this Agreement.
 - e. MUTUAL AID RESPONSE is a response of the lending of Equipment and/or apparatus of a Fire Department party to this Agreement requested by the Fire Chief of a Fire Department party to this Agreement, or the Fire Chief's designee, in command of an emergency response activity, and is in addition to, and does not supersede or void any automatic-aid response.
 - f. REQUESTING FIRE DEPARTMENT means the Fire Department requesting the use of another Fire Department's Equipment.
2. Each Fire Department party to this Agreement agrees as follows:
- a. The Fire Chiefs will collectively provide for a written standard operating procedure that gives direction to department members on how a mutual aid response for Equipment will be summoned (on the part of a Requesting Fire Department) or undertaken (on the part of a Lending Fire Department), including the process and the listing of what, if any, other apparatus typically associated with the requested truck will be needed;
 - b. The Fire Departments agree that it is the intent of this Agreement that Equipment will be shared for only a short term, not to exceed three (3) weeks. The respective Fire Chiefs may however agree to a longer term on a case-by-case basis as agreed to consistent with the procedure created by subsection (a) of Paragraph 2 of this Agreement;
 - c. It is understood and agreed to by the Fire Departments that normal wear and tear to Equipment is expected during use by a Requesting Fire Department and repair of normal wear and tear will be at the election and expense of the Lending Fire Department. Damage occurring to the Equipment while in use by the Requesting Fire Department that is beyond normal wear and tear will be repaired in the manner elected by the Lending Fire Department. The cost of said repair will be reimbursed by the Requesting Fire Department upon receipt of an invoice from the Lending Fire Department. The Lending Fire Department will consult with the Requesting Fire Department and make the Requesting Fire Department aware of the cost of repair prior to incurring that cost;
 - d. The Requesting Fire Department waives any and all claims of liability against the Lending Fire Department for death or injury of any person, and for damage, theft, loss or destruction of any Requesting Fire Department equipment, or personal

property of the Requesting Fire Department employees, in connection with operation of Equipment provided by a Lending Fire Department;

- e. To the extent provided by law, the Requesting Fire Department indemnifies and holds harmless the Lending Fire Department and its respective Fire Chief, and Fire Department employees, from third-party claims arising from third-party personal injury or property damage in connection with the Requesting Fire Department's use of Equipment; and

3. This Agreement shall remain in effect from the date of execution until July 1, 2024, and, thereafter shall renew automatically on July 1 of each subsequent year for twenty (20) years, except that:

- (a) A party to this Agreement may elect to terminate its participation upon thirty-day written notice, mailed via certified mail or through a mail delivery service with a delivery receipt, to all other participating parties; or
- (b) A party to this Agreement may propose an amendment to this Agreement, applicable to all parties, for approval by the respective other parties.

4. Nothing in this Agreement will be deemed to interfere with the right of any party to enter into a mutual aid agreement with any other Fire Department inside or outside of Wake County.

5. Nothing in this Agreement shall be interpreted to amend, override, supplant, terminate, or otherwise modify any mutual aid agreement existing between the parties, or between any party and other Fire Departments, Wake County, or any other entity.

6. Nothing in this Agreement is intended to or shall be construed as waiving any immunity or other defense available under North Carolina law.

7. 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.

8. 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.

[The Remainder of This Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals, the day and year first written above.

Town of Apex:

Shawn Purvis, Interim Town Manager

Date: _____

Town of Cary

Michael Cooper, Fire Chief

Date: _____

Town of Morrisville

Brandon Zuidema, Town Manager

Date: _____

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 14, 2023

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to adopt a Resolution Direction the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of a Public Hearing for November 28, 2023, on the Question of Annexation - Apex Town Council's intent to annex 5.226 acres, located in Alderwood (two remaining parcels), Annexation No. 765 into the Town Corporate Limits.

Approval Recommended?

Yes

Item Details

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

Attachments

- CN4-A1: Resolution Direction the Town Clerk to Investigate Petition
 - Certificate of Sufficiency by the Town Clerk
 - Resolution Setting Date of Public Hearing
- CN4-A2: Legal Description - Annexation No. 765 - Alderwood - Two Remaining Parcels - 5.226 acres
- CN4-A3: Aerial Map - Annexation No. 765 - Alderwood - Two Remaining Parcels - 5.226 acres
- CN4-A4: Plat Map - Annexation No. 765 - Alderwood - Two Remaining Parcels - 5.226 acres
- CN4-A5: Annexation Petition - Annexation No. 765 - Alderwood - Two Remaining Parcels - 5.226 acres





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

Annexation Petition No. 765
Alderwood – 5.226 acres

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

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

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

This the 14th day of November, 2023.

Jacques K. Gilbert
Mayor

ATTEST:

Allen L. Coleman, CMC, NCCCC
Town Clerk



CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition No. 765
Alderwood – 5.226 acres

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Apex, North Carolina this 14th day of November, 2023.

Allen L. Coleman, CMC, NCCCC
Town Clerk

(Seal)



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

Annexation Petition No. 765
Alderwood – 5.226 acres

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Apex Town Hall at 6 o'clock p.m. on the 28th day of November, 2023.

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

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

This the 14th day of November, 2023.

Jacques K. Gilbert, Mayor

ATTEST:

Allen L. Coleman, Town Clerk

Attachment: Legal Description

Date: October 3, 2023

**Legal Description of a
4.145 Acre Area
To Be Annexed into the Town of Apex
PINs: 0722-68-9065 & 0722-68-7241
DB 19165, PG 2155 & DB 19165, PG 2160**

Subject area being located in Wake County, North Carolina:

BEGINNING at an iron pipe found, said iron pipe being along the northerly right-of-way of Jenks Road, thence with the northerly right-of-way of Jenks Road, S 75° 56' 34" W 291.94' to an iron pipe found, said iron pipe being along the northeastern intersection of Jenks Road and Wimberly Road;

Thence with the easterly right-of-way of Wimberly Road the following courses and distances:

N 39° 21' 54" W 21.52' to an iron pipe set;
N 34° 18' 40" W 40.74' to an iron pipe set;
N 34° 18' 40" W 48.45' to an iron pipe set;
N 25° 39' 20" W 57.64' to an iron pipe set;
N 24° 20' 12" W 78.57' to an iron pipe set;
N 23° 50' 28" W 74.50' to an iron pipe set;
N 23° 59' 14" W 87.67' to an iron pipe set;
N 23° 48' 42" W 58.44' to an iron pipe set;
N 22° 46' 50" W 22.70' to an iron pipe set;
N 23° 34' 47" W 71.73' to an iron pipe set;
N 24° 33' 56" W 83.70' to an iron pipe set;

Thence leaving the easterly right-of-way of Wimberly Road, N 88° 00' 39" E 244.98' to an iron pipe found;

Thence N 88° 00' 38" E 195.61' to an iron pipe found;
Thence S 09° 41' 58" E 21.06' to a computed point;
Thence S 86° 06' 28" W 61.68' to a computed point;
Thence S 47° 45' 30" W 36.06' to a computed point;
Thence N 66° 40' 13" W 9.19' to a computed point;
Thence S 04° 08' 37" W 10.30' to a computed point;
Thence S 31° 29' 19" E 2.05' to a computed point;
Thence S 62° 21' 21" E 10.07' to a computed point;
Thence S 09° 49' 58" E 187.40' to a computed point;
Thence S 04° 38' 25" E 93.33' to a computed point;
Thence N 79° 51' 43" E 100.96' to a computed point;

Thence S 09° 41' 58" E 7.79' to an iron pipe set;

Thence S 10° 37' 25" E 17.37' to an iron pipe set;
Thence S 53° 07' 45" E 32.93' to an iron pipe set;
Thence S 14° 19' 08" E 161.07' to an iron pipe found, said iron pipe also being THE POINT AND PLACE OF BEGINNING and containing 180,551 square feet or 4.145 acres, more or less.

The property described hereon is subject to all easements, rights-of-way and restrictions of record.

Date: October 3, 2023

**Legal Description of a
1.081 Acre Right-of-Way
To Be Annexed into the Town of Apex
Jenks Road & Wimberly Road**

Subject area being located in Wake County, North Carolina:

BEGINNING at an iron pipe found, said iron pipe being along the northerly right-of-way of Jenks Road, thence through the right-of-way of Jenks Road, S 14° 19' 08" E 63.31' to a computed point, said computed point being along the southerly right-of-way of Jenks Road;
Thence with the southerly right-of-way of Jenks Road S 75° 23' 49" W 231.09' to an iron pipe found;
Thence through the intersection of Jenks Road and Wimberly Road, S 75° 23' 49" W 115.22' to a computed point, said computed point being with the intersection of Jenks Road and Wimberly Road;
Thence N 00° 09' 11" W 65.10' to a computed point;

Thence continuing within the right-of-way of Wimberly road and with the westerly line described in Deed Book 19165, Page 2160 the following courses and distances:

N 31° 59' 37" W 51.05' to a computed point;

N 31° 59' 37" W 179.43' to a computed point;

N 22° 04' 06" W 425.44' to a computed point;

N 88° 00' 39" E 35.55' to an iron pipe set, said iron pipe being along the easterly right-of-way of Wimberly Road;

Thence with the easterly right-of-way of Wimberly Road the following courses and distances:

S 24° 33' 56" E 83.70' to an iron pipe set;

S 23° 34' 47" E 71.73' to an iron pipe set;

S 22° 46' 50" E 22.70' to an iron pipe set;

S 23° 48' 42" E 58.44' to an iron pipe set;

S 23° 59' 14" E 87.67' to an iron pipe set;

S 23° 50' 28" E 74.50' to an iron pipe set;

S 24° 20' 12" E 78.57' to an iron pipe set;

S 25° 39' 20" E 57.64' to an iron pipe set;

S 34° 18' 40" E 48.45' to an iron pipe set;

S 34° 18' 40" E 40.74' to an iron pipe set;

S 39° 21' 54" E 21.52' to an iron pipe found, said iron pipe being along the northeastern intersection of Wimberly Road and Jenks Road; N 75° 56' 34" E 291.94' to an iron pipe found, said iron pipe also being THE POINT AND PLACE OF BEGINNING and containing 47,095 square feet or 1.081 acres, more or less.

The property described hereon is subject to all easements, rights-of-way and restrictions of record.



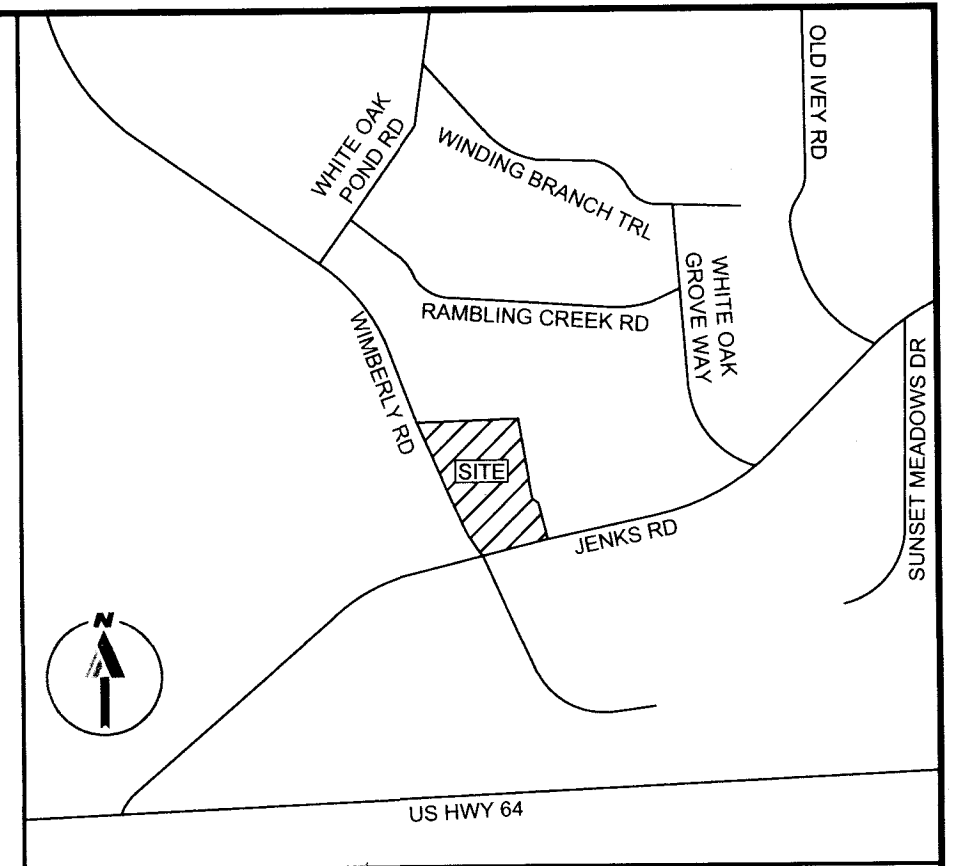
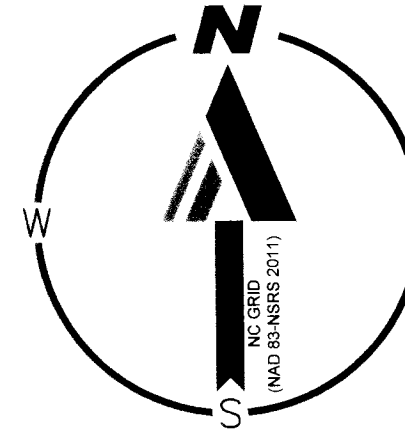
NOTES:

1. THE FIRM HAS NEITHER REVIEWED NOR RELIED UPON TITLE COMMITMENT OR ANY TITLE REPORT IN AND WHILE PREPARING THIS SURVEY AND THE CLIENT SHOULD NOT RELY UPON THIS SURVEY AS ASSURANCE OF OWNERSHIP, AS A GUARANTEE OF MARKETABLE TITLE OR FOR DISCLOSURE OF TITLE EXCEPTIONS THAT MAY, COULD OR DO ENCUMBER THE PROPERTY. THE CLIENT MUST ENGAGE A TITLE AGENT/TITLE INSURANCE COMPANY FOR THE REVIEW AND CONFIRMATION OF, AND INSURANCE REGARDING MARKETABLE TITLE.
2. AREAS COMPUTED BY COORDINATE METHOD.
3. PROPERTY SHOWN HEREON IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.
4. ALL DISTANCES SHOWN ON SURVEY ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
5. RIGHTS-OF-WAY INFORMATION IS BASED ON DEEDS AND MAPS OF RECORD.
6. NC GRID COORDINATES (NAD83) OBTAINED BY USING GPS, PER THE NCVRS NETWORK.
7. BASIS OF BEARING SHOWN HEREON IS NC GRID (NAD 83 NSRS 2011).
8. THE PROPERTY SHOWN HEREON IS LOCATED IN FLOODZONE "ZONE X", AREA OF MINIMAL FLOODING, PER FLOOD INSURANCE RATE MAP 3720072200K, PANEL 0722 EFFECTIVE DATE JULY 19, 2022.

ANNEXATION # _____

I, ALLEN COLEMAN, CMC, NCCCO, TOWN CLERK, APEX, NORTH CAROLINA
CERTIFY THIS A TRUE AND EXACT MAP OF ANNEXATION ADOPTED THE
DAY OF _____, 2023, BY THE TOWN COUNCIL. I SET MY HAND AND
SEAL OF THE TOWN OF APEX, _____ DAY/MONTH/YEAR

ALLEN COLEMAN, CMC, NCCCO, TOWN CLERK



VICINITY MAP
NOT TO SCALE

REFERENCES:

DB 17584, PG 2495
DB 18998, PG 1702
DB 19092, PG 1753
DB 19165, PG 65
DB 19165, PG 1291
DB 19165, PG 2155
BM 1987, PG 1291
BM 2019, PG 967
BM 2022, PG 736
BM 2023, PG 1653

SURVEYOR CERTIFICATION

I, THOMAS E. TEABO, PLS, HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, FROM DEED AND MAP REFERENCES AS NOTED ON SAID MAP; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FROM DEED AND MAP REFERENCES AS NOTED ON SAID MAP.

THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY OF THE SURVEY AS CALCULATED IS 1: 10,000+, THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION OF RECORD; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30, AS AMENDED.

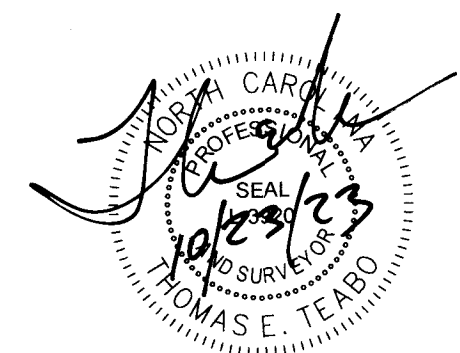
I HEREBY CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

- (1) CLASS OF SURVEY: "CLASS A"
- (2) POSITIONAL ACCURACY: 0.04'
- (3) TYPE OF GPS FIELD PROCEDURE: REAL-TIME KINEMATIC NETWORKS-NCVRS
- (4) DATES OF SURVEY: 05/22/2023 - 06/21/2023
- (5) DATUM/EPOCH: NAD 83 (2011) EPOCH 2010.00
- (6) PUBLISHED/FIXED-CONTROL USE: NCVRS
- (7) GEOID MODEL: 2018 (CONUS)
- (8) COMBINED GRID FACTOR(S): 0.99992660
- (9) UNITS: US SURVEY FEET

THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND AND SEAL THIS
23RD DAY OF OCTOBER A.D., 2023

Thomas E. Teabo
SURVEYOR NC L-3920



ANNEXATION MAP FOR THE TOWN OF APEX
FOR
COLUMBIA INVESTMENTS, LLC
PINS: 0722-68-9065 & 0722-68-7241
DB 19165, PG 2155
DB 19165, PG 2160
TOWN OF APEX
WHITE OAK, TOWNSHIP
WAKE COUNTY, NORTH CAROLINA

NCBELS: P-1132

FILE NO.
NCB220133

DATE
10/23/2023

FIELD DATE
06/21/2023

BOHLER
4130 PARKLAKE AVENUE, SUITE 200
RALEIGH, NORTH CAROLINA 27612-919
919.578.9000
www.bohlerengineering.com

UPDATE NEW YORK ■ BOSTON ■ NEW YORK METRO ■ WARREN, NJ ■ PHILADELPHIA ■ SOUTHERN VA ■ LEHIGH VALLEY, PA ■ SOUTHEASTERN PA
BALTIMORE, MD ■ SOUTHERN MARYLAND ■ NORTHERN VIRGINIA ■ WASHINGTON, DC ■ CENTRAL VIRGINIA ■ CHARLOTTE, NC ■ RALEIGH, NC

CREW CHIEF PW DRAWN DET REVIEWED TET APPROVED TET SCALE 1" = 60' DWG. NO. 1 OF 1

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N39° 21' 54"W	21.52'
L2	N34° 18' 40"W	40.74'
L3	N34° 18' 40"W	48.45'
L4	N25° 39' 20"W	57.64'
L5	N24° 20' 12"W	78.57'
L6	N23° 50' 28"W	74.50'
L7	N22° 46' 50"W	22.70'
L8	S10° 37' 25"E	17.37'
L9	S53° 07' 45"E	32.93'
L10	S00° 09' 11"E	62.93'
L11	S86° 06' 28"W	61.68'
L12	S47° 45' 30"W	36.06'
L13	N66° 40' 13"W	9.19'
L14	S04° 08' 37"W	10.30'
L15	S31° 29' 19"E	2.05'
L16	S62° 21' 21"E	10.07'
L17	S09° 49' 58"E	187.40'
L18	S04° 38' 25"E	93.33'
L19	N79° 51' 43"E	100.96'

LEGEND

- LINE SURVEYED
- - - LINE NOT SURVEYED
- IPF IRON PIPE FOUND
- PKF PK NAIL FOUND
- IPS IRON PIPE SET
- COMPUTED POINT

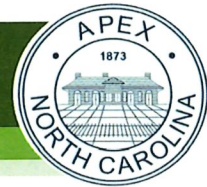
ANNEXATION AREA TABLE

PIN 0722-68-9065	112,173 SF / 2.575 AC
PIN 0722-68-7241	68,378 SF / 1.570 AC
RIGHT-OF-WAY	47,095 SF / 1.081 AC
TOTAL ANNEXATION AREA	227,646 SF / 5.226 AC

BOHLER ENGINEERING-ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT OR PORTIONS THEREOF, FOR OTHER THAN THE ORIGINAL PROJECT OR THE COPYING OR REUSE OF THIS DOCUMENT, OR PORTIONS THEREOF, WITHOUT THE WRITTEN PERMISSION OF BOHLER ENGINEERING, IS PROHIBITED.

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.
- **1ST TOWN COUNCIL MEETING:** This Town Council Meeting is typically held the second Tuesday of each month. The Town Council will pass a resolution directing the Town Clerk to investigate the annexation petition. The Town Clerk will present to the Town Council a Certificate of Sufficiency indicating that the annexation petition is complete. A resolution setting the date of the public hearing is then approved.
- **LEGAL ADVERTISEMENT:** A legal advertisement will be published on the Town of Apex's website no more than 25 days and no less than 10 days prior to the date of the public hearing.
- **2ND TOWN COUNCIL MEETING/PUBLIC HEARING:** This Town Council Meeting is typically held the fourth Tuesday of each month. The Town Council will either adopt or deny an ordinance to extend the corporate limits of the Town of Apex.
- **RECORDATION:** If the annexation is approved by the Town Council, the Town Clerk will have the Annexation Plats recorded at the Wake County or Chatham County Register of Deeds, as appropriate. Wake County or Chatham County will keep one of the recorded plats, one copy will be returned to the 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 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 #: 2023-015
 Fee Paid: \$ 200.00

Submittal Date: 7-27-2023 (hard copy)
 Check #: CC

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

1. We, the undersigned owners of real property, respectfully request that the area described in Part 4 below be annexed to the Town of Apex, ☒ Wake County, ☐ Chatham County, North Carolina.
2. The area to be annexed is ☒ contiguous, ☐ non-contiguous (satellite) to the Town of Apex, North Carolina and the boundaries are as contained in the metes and bounds description attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.

OWNER INFORMATION

Columbia Investments LLC

0722687241 & 0722689065

Owner Name (Please Print)

Property PIN or Deed Book & Page #

310-962-1104

anilcrana@gmail.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: Bohler Engineering NC, PLLCPhone: 919-578-9000

Fax: _____

E-mail Address: dteabo@bohlereng.com

ANNEXATION SUMMARY CHART

Property Information

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

Total Acreage to be annexed:

5.226
-4.810Need water service due to well failure ☐

Population of acreage to be annexed:

0Need sewer service due to septic system failure ☐

Existing # of housing units:

1Water service (new construction) ☒

Proposed # of housing units:

0Sewer service (new construction) ☒

Zoning District*:

PUD-CZReceive Town Services ☒

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Please Print

Signature

Please Print

Signature

Please Print

Signature

Please Print

Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

COMPLETE IF A CORPORATION:

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

Corporate Name _____

SEAL

By: _____

Attest:

President (Signature)

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, COLUMBIA INVESTMENTS a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 20 day of JULY, 2023.

Name of Limited Liability Company COLUMBIA INVESTMENTS LLC

By: _____

Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Lynn D. Hanna, a Notary Public for the above State and County, this the 20th day of July, 2023.

Lynn D. Hanna

Notary Public

SEAL



LYNN D HANNA
Notary Public
North Carolina
Franklin County

My Commission Expires: 8/17/27

COMPLETE IF IN A PARTNERSHIP

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

Name of Partnership _____

By: _____

Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

VOLUNTARY ANNEXATION-PLAT CHECKLIST

FOR APPLICANT USE ONLY

PLEASE DO NOT INCLUDE THIS CHECKLIST WITH YOUR APPLICATION SUBMITTAL

COMMON ACRONYMS/DEFINITIONS			
IDT Website	Contractor's Plan Room	UDO	Town's Unified Development Ordinance
TOA	Town of Apex	NCDEQ	North Carolina Dept. of Environmental Quality
RCA	Resource Conservation Area	DDM	Design & Development Manual
CONTACT INFORMATION			
Department of Planning and Community Development	(919) 249-3426	Soil & Erosion Control Officer	(919) 249-1166
Parks, Recreation, and Cultural Resources Department	(919) 372-7468	Electric Utilities Department	(919) 249-3342
Transportation Engineer	(919) 249-3358	Stormwater & Utility Engineering	(919) 249-3413

#	REQUIRED PLAT ITEMS
1	The exact boundary lines of the area to be annexed fully dimensioned by lengths and bearings, and the location of intersecting boundary lines of existing town limits, labeled and distinctly marked. Include full right-of-way if the area on both sides is or will be in the corporate limits.
2	Show and label any utility easements with metes and bounds.
3	Accurate locations and descriptions of all monuments, markers, and control points.
4	Ultimate right-of-way widths on all streets.
5	Entitle "ANNEXATION MAP for the TOWN OF APEX" or "SATELLITE ANNEXATION MAP for the TOWN OF APEX", as appropriate.
6	Name of property owner.
7	Name, seal, and registration of Professionally Licensed Surveyor (PLS).
8	Date of the survey and map preparation; a north arrow indicating whether the index is true magnetic North Carolina grid (NAD 83 of NAD 27) or deed; graphic scale; and declination.
9	Names of the township, county, and state.
10	A detailed vicinity map.
11	Include address of property if assigned.
12	Show all contiguous or non-contiguous town limits.
13	<p>The following certification must be placed on the map near a border to allow the map to be sealed:</p> <p>Annexation # _____</p> <p>I, Allen Coleman, CMC, NCCCC, Town Clerk, Apex, North Carolina certify this a true and exact map of annexation adopted the _____ day of _____, 20____, by the Town Council. I set my hand and seal of the Town of Apex, _____.</p> <p style="text-align: center;">Day/Month/Year</p> <p style="text-align: right;">_____ Allen Coleman, CMC, NCCCC, Town Clerk</p> <p style="text-align: center;">-Seal-</p>
14	Leave 2 inch by 2 inch space for the Wake County or Chatham County Register of Deeds stamp on the plat. All final plats must be stamped and signed before they can be accepted by the Town.

Date: June 27, 2023

**Legal Description of a
4.810 Acre Area
To Be Annexed into the Town of Apex
PINs: 0722-68-9065 & 0722-68-7241
DB 19165, PG 2155 & DB 19165, PG 2160**

Subject area being located in Wake County, North Carolina:

BEGINNING at an iron pipe found, said iron pipe being along the northerly right-of-way of Jenks Road, thence through the right-of-way of Jenks Road, S 14° 19' 08" E 63.31' to a computed point, said computed point being along the southerly right-of-way of Jenks Road;
Thence with the southerly right-of-way of Jenks Road S 75° 23' 49" W 231.09' to an iron pipe found;
Thence through the right-of-way of Jenks Road N 57° 05' 09" W 89.61' to an iron pipe found, said iron pipe being along the northeastern intersection of Jenks Road and Wimberly Road;

Thence with the easterly right-of-way of Wimberly Road the following courses and distances:

N 39° 21' 54" W 21.52' to an iron pipe set;
N 34° 18' 40" W 40.74' to an iron pipe set;
N 34° 18' 40" W 48.45' to an iron pipe set;
N 25° 39' 20" W 57.64' to an iron pipe set;
N 24° 20' 12" W 78.57' to an iron pipe set;
N 23° 50' 28" W 74.50' to an iron pipe set;
N 23° 59' 14" W 87.67' to an iron pipe set;
N 23° 48' 42" W 58.44' to an iron pipe set;
N 22° 46' 50" W 22.70' to an iron pipe set;
N 23° 34' 47" W 71.73' to an iron pipe set;
N 24° 33' 56" W 83.70' to an iron pipe set;

Thence leaving the easterly right-of-way of Wimberly Road, N 88° 00' 39" E 244.98' to an iron pipe found;

Thence N 88° 00' 38" E 195.61' to an iron pipe found;

Thence S 09° 41' 58" E 334.60' to an iron pipe set;

Thence S 10° 37' 45" E 17.37' to an iron pipe set;

Thence S 53° 07' 45" E 32.93' to an iron pipe set;

Thence S 14° 19' 08" E 161.07' to an iron pipe found, said iron pipe also being THE POINT AND PLACE OF BEGINNING and containing 209,541 square feet or 4.810 acres, more or less.

The property described hereon is subject to all easements, rights-of-way and restrictions of record.

PRELIMINARY – NOT FOR RECORDATION, SALES OR CONVEYANCES

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 14, 2023

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to adopt a Resolution Direction the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of a Public Hearing for November 28, 2023, on the Question of Annexation - Apex Town Council's intent to annex 111.02 acres, located at Veridea No. 1 (Tracts One through Six), Annexation No. 766 into the Town Corporate Limits.

Approval Recommended?

Yes

Item Details

The Town Clerk certifies to 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

- CN5-A1: Resolution Direction the Town Clerk to Investigate Petition
 - Certificate of Sufficiency by the Town Clerk
 - Resolution Setting Date of Public Hearing
- CN5-A2: Legal Description - Annexation No. 766 - Veridea No. 1 (Tracts One through Six) - 111.02 acres
- CN5-A3: Aerial Map - Annexation No. 766 - Veridea No. 1 (Tracts One through Six) - 111.02 acres
- CN5-A4: Plat Map - Annexation No. 766 - Veridea No. 1 (Tracts One through Six) - 111.02 acres
- CN5-A5: Annexation Petition - Annexation No. 766 - Veridea No. 1 (Tracts One through Six) - 111.02 acres





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

Annexation Petition No. 766
Veridea No. 1 (Tract One Through Six) – 111.02 acres

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

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

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

This the 14th day of November, 2023.

Jacques K. Gilbert
Mayor

ATTEST:

Allen L. Coleman, CMC, NCCCC
Town Clerk



CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition No. 766
Veridea No. 1 (Tract One Through Six) – 111.02 acres

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Apex, North Carolina this 14th day of November, 2023.

Allen L. Coleman, CMC, NCCCC
Town Clerk

(Seal)



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

Annexation Petition No. 766
Veridea No. 1 (Tract One Through Six) – 111.02 acres

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Apex Town Hall at 6 o'clock p.m. on the 28th day of November, 2023.

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

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

This the 14th day of November, 2023.

Jacques K. Gilbert, Mayor

ATTEST:

Allen L. Coleman, Town Clerk

Attachment: Legal Description

TRACT 1 - PIN#:0740052449

- BEGINNING AT THE INTERSECTION OF THE COMMON CORNER OF HH TRINITY APEX INVESTMENTS LLC PIN#:0740052449 AND PIN#:0730971141 AND THE SOUTHERN RIGHT-OF-WAY LINE OF N.C. HIGHWAY 540 A VARIABLE WIDTH PUBLIC R/W, HAVING NC NAD83(2011) GRID COORDINATES OF N705894.67, E2040300.31;
- THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 456.34', WITH A RADIUS OF 4375.00', WITH A CHORD BEARING OF S 65°10'37" E, WITH A CHORD LENGTH OF 456.13' TO A POINT;
- THENCE S 49°00'55" E A DISTANCE OF 133.17' TO A POINT;
- THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 355.38', WITH A RADIUS OF 1680.00', WITH A CHORD BEARING OF S 05°50'57" W, WITH A CHORD LENGTH OF 354.72' TO A POINT;
- THENCE WITH A COMPOUND CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 205.93', WITH A RADIUS OF 1680.00', WITH A CHORD BEARING OF S 03°43'21" E, WITH A CHORD LENGTH OF 205.80' TO A POINT;
- THENCE N 71°59'15" W A DISTANCE OF 337.68' TO A POINT;
- THENCE N 86°29'50" W A DISTANCE OF 829.07' TO A POINT;
- THENCE N 00°41'54" E A DISTANCE OF 661.29' TO A POINT;
- THENCE S 89°13'28" E A DISTANCE OF 647.67' TO A POINT;
- THENCE N 02°26'42" E A DISTANCE OF 29.55' TO A POINT;
- WHICH IS THE **POINT OF BEGINNING**, HAVING AN AREA OF 757143 SQUARE FEET, 17.38 ACRES

TRACT 2 - PIN#:0740240814

- BEGINNING AT THE INTERSECTION OF THE COMMON CORNER OF HH TRINITY APEX INVESTMENTS LLC PIN#:0740240814 WITH THE SOUTHERN RIGHT-OF-WAY LINE OF N.C. HIGHWAY 540 RAMP A VARIABLE WIDTH PUBLIC R/W AND VERIDEA PARKWAY A VARIABLE WIDTH PUBLIC R/W, HAVING NC NAD83(2011) GRID COORDINATES OF N704952.25, E2041123.19;
- THENCE S 76°02'09" E A DISTANCE OF 316.69' TO A POINT;
- THENCE S 77°42'22" E A DISTANCE OF 224.13' TO A POINT;
- THENCE N 74°21'52" E A DISTANCE OF 186.60' TO A POINT;
- THENCE N 46°45'41" E A DISTANCE OF 297.04' TO A POINT;
- THENCE N 47°49'13" E A DISTANCE OF 182.30' TO A POINT;
- THENCE N 64°40'03" E A DISTANCE OF 179.28' TO A POINT;
- THENCE S 06°34'16" E A DISTANCE OF 760.63' TO AN EIP;
- THENCE N 78°40'10" W A DISTANCE OF 164.41' TO A POINT;
- THENCE N 77°01'58" W A DISTANCE OF 181.30' TO A POINT;
- THENCE N 65°53'37" W A DISTANCE OF 301.08' TO A POINT;
- THENCE N 71°44'05" W A DISTANCE OF 452.53' TO A POINT;
- THENCE N 71°58'44" W A DISTANCE OF 280.51' TO A POINT;
- THENCE N 48°17'55" E A DISTANCE OF 3.48' TO A POINT CAL PT; WHICH IS THE **POINT OF BEGINNING**, HAVING AN AREA OF 316750 SQUARE FEET, 7.27 ACRES

TRACT 3 - PIN#:0740570836

BEGINNING AT A POINT BEING THE COMMON CORNER OF HH TRINITY APEX INVESTMENTS LLC
PIN:0740360895, HH TRINITY APEX INVESTMENTS LLC
PIN:0740570836 AND EMC CORPORATION PIN:0740572015 HAVING NC NAD83(2011) GRID
COORDINATES OF N706939.13, E2044174.09;

- THENCE N 50°47'04" W A DISTANCE OF 65.68' TO A POINT;
- THENCE N 17°55'59" W A DISTANCE OF 57.53' TO A POINT;
- THENCE N 01°46'11" E A DISTANCE OF 62.37' TO A POINT;
- THENCE N 28°05'50" E A DISTANCE OF 49.79' TO A POINT;
- THENCE N 43°31'32" W A DISTANCE OF 19.68' TO A POINT;
- THENCE N 24°25'51" W A DISTANCE OF 50.19' TO A POINT;
- THENCE N 21°09'42" E A DISTANCE OF 57.71' TO A POINT;
- THENCE N 02°21'25" W A DISTANCE OF 94.31' TO A POINT;
- THENCE N 59°45'58" W A DISTANCE OF 49.31' TO A POINT;
- THENCE N 09°27'47" W A DISTANCE OF 43.45' TO A POINT;
- THENCE N 14°12'54" E A DISTANCE OF 80.77' TO A POINT;
- THENCE N 51°05'47" E A DISTANCE OF 56.70' TO A POINT;
- THENCE N 87°15'20" E A DISTANCE OF 55.42' TO A POINT;
- THENCE N 56°06'28" E A DISTANCE OF 86.68' TO A POINT;
- THENCE N 30°45'52" E A DISTANCE OF 110.38' TO A POINT;
- THENCE N 70°07'32" E A DISTANCE OF 26.68' TO A POINT;
- THENCE N 11°19'19" E A DISTANCE OF 66.61' TO A POINT;
- THENCE N 47°38'46" W A DISTANCE OF 65.27' TO A POINT;
- THENCE N 22°13'07" E A DISTANCE OF 73.76' TO A POINT;
- THENCE N 14°13'34" W A DISTANCE OF 126.09' TO A POINT;
- THENCE N 03°39'03" E A DISTANCE OF 71.88' TO A POINT;
- THENCE N 39°34'36" E A DISTANCE OF 67.10' TO A POINT;
- THENCE N 62°37'55" E A DISTANCE OF 25.32' TO A POINT;
- THENCE N 00°55'30" E A DISTANCE OF 73.95' TO A POINT;
- THENCE N 22°30'19" E A DISTANCE OF 109.43' TO A POINT;
- THENCE N 20°41'03" E A DISTANCE OF 54.54' TO A POINT;
- THENCE N 44°47'48" E A DISTANCE OF 120.11' TO A POINT;
- THENCE N 50°05'53" E A DISTANCE OF 58.84' TO A POINT;
- THENCE N 73°47'56" E A DISTANCE OF 28.31' TO A POINT;
- THENCE N 34°25'06" E A DISTANCE OF 68.19' TO A POINT;
- THENCE N 61°13'05" E A DISTANCE OF 56.54' TO A POINT;
- THENCE N 59°12'45" E A DISTANCE OF 129.71' TO A POINT;
- THENCE N 37°57'17" E A DISTANCE OF 50.86' TO A POINT;
- THENCE N 14°15'21" E A DISTANCE OF 52.34' TO A POINT;
- THENCE N 43°29'38" E A DISTANCE OF 28.80' TO A POINT;
- THENCE N 38°48'28" E A DISTANCE OF 24.98' TO A POINT;
- THENCE N 88°57'01" W A DISTANCE OF 30.36' TO AN EIP;
- THENCE N 42°37'27" E A DISTANCE OF 84.50' TO A POINT;
- THENCE S 87°51'02" E A DISTANCE OF 208.48' TO AN EIP;
- THENCE S 02°08'54" W A DISTANCE OF 544.41' TO A POINT;

- THENCE N 89°31'36" E A DISTANCE OF 1910.59' TO A POINT;
- THENCE S 02°11'42" W A DISTANCE OF 150.06' TO A POINT;
- THENCE N 82°46'29" W A DISTANCE OF 59.32' TO A POINT;
- THENCE N 38°01'48" W A DISTANCE OF 154.60' TO A POINT;
- THENCE N 84°02'09" W A DISTANCE OF 86.70' TO A POINT;
- THENCE S 20°44'56" W A DISTANCE OF 18.43' TO A POINT;
- THENCE S 79°18'34" W A DISTANCE OF 39.77' TO A POINT;
- THENCE S 13°19'46" E A DISTANCE OF 38.31' TO A POINT;
- THENCE S 76°35'49" W A DISTANCE OF 53.23' TO A POINT;
- THENCE S 26°54'51" W A DISTANCE OF 42.90' TO A POINT;
- THENCE S 33°19'02" E A DISTANCE OF 29.87' TO A POINT;
- THENCE S 51°46'22" W A DISTANCE OF 61.75' TO A POINT;
- THENCE N 64°34'50" W A DISTANCE OF 58.31' TO A POINT;
- THENCE S 29°34'47" W A DISTANCE OF 47.94' TO A POINT;
- THENCE S 71°40'28" W A DISTANCE OF 23.79' TO A POINT;
- THENCE N 39°32'53" W A DISTANCE OF 102.73' TO A POINT;
- THENCE N 69°26'41" W A DISTANCE OF 124.25' TO A POINT;
- THENCE S 57°24'05" W A DISTANCE OF 82.87' TO A POINT;
- THENCE S 07°43'11" W A DISTANCE OF 131.15' TO A POINT;
- THENCE S 83°27'25" W A DISTANCE OF 147.78' TO A POINT;
- THENCE S 00°36'20" E A DISTANCE OF 95.70' TO A POINT;
- THENCE S 80°37'14" W A DISTANCE OF 210.03' TO A POINT;
- THENCE S 21°46'20" W A DISTANCE OF 49.36' TO A POINT;
- THENCE S 88°52'20" W A DISTANCE OF 362.60' TO A POINT;
- THENCE S 00°08'59" E A DISTANCE OF 315.01' TO A POINT;
- THENCE S 41°39'40" W A DISTANCE OF 59.46' TO A POINT;
- THENCE S 44°48'01" E A DISTANCE OF 60.58' TO A POINT;
- THENCE S 20°16'03" W A DISTANCE OF 35.02' TO A POINT;
- THENCE N 76°32'52" W A DISTANCE OF 126.07' TO A POINT;
- THENCE S 34°49'57" W A DISTANCE OF 90.84' TO A POINT;
- THENCE N 41°34'57" W A DISTANCE OF 26.79' TO A POINT;
- THENCE S 44°48'57" W A DISTANCE OF 69.31' TO A POINT;
- THENCE S 28°17'36" E A DISTANCE OF 74.29' TO A POINT;
- THENCE S 47°29'27" W A DISTANCE OF 92.11' TO A POINT;
- THENCE N 49°33'56" W A DISTANCE OF 78.37' TO A POINT;
- THENCE S 87°17'25" W A DISTANCE OF 290.72' TO A POINT;
- THENCE S 11°44'33" W A DISTANCE OF 20.66' TO A POINT;
- THENCE S 64°16'17" W A DISTANCE OF 220.45' TO A POINT;
- THENCE S 82°21'19" W A DISTANCE OF 72.19' TO A POINT;
- THENCE N 36°16'44" W A DISTANCE OF 42.40' TO A POINT;
- THENCE S 69°36'51" W A DISTANCE OF 126.77' TO A POINT;
- THENCE S 62°06'56" W A DISTANCE OF 316.17' TO A POINT WHICH IS THE **POINT OF BEGINNING**,HAVING AN AREA OF 1996590 SQUARE FEET, 45.84 ACRES

TRACT 4 - SHEETS 8 & 9 - PIN#'S:

**0740992169,0740992069,0740992024,0740991702,0740991337,
0740991237,0740990140,0740982964,0740982929,0740982769,
0740982866,0740982630,0740982534,0740982309,0740886966,
0740982764,0740982659,0740982635,0740980647**

- BEGINNING AT THE INTERSECTION OF THE COMMON CORNER OF RXR LEN APEX OWNER LLC PIN#:0740980647 AND NC DEPARTMENT OF TRANSPORTATION PIN#:0740981395 , HAVING NC NAD83(2011) GRID COORDINATES OF N708324.91, E2049188.37;
- THENCE N 87°21'16" W A DISTANCE OF 259.05' TO A POINT;
- THENCE S 01°23'44" W A DISTANCE OF 347.79' TO A POINT;
- THENCE N 86°56'48" W A DISTANCE OF 446.16' TO A POINT;
- THENCE N 00°46'32" W A DISTANCE OF 2399.73' TO A POINT;
- THENCE S 89°55'44" E A DISTANCE OF 403.93' TO A POINT;
- THENCE S 04°23'01" E A DISTANCE OF 445.52' TO A POINTAX;
- THENCE S 05°37'02" E A DISTANCE OF 199.93' TO A POINTEIP;
- THENCE N 89°21'15" E A DISTANCE OF 417.22' TO A POINT;
- THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 101.71', WITH A RADIUS OF 5633.75', WITH A CHORD BEARING OF S 04°07'50" E, WITH A CHORD LENGTH OF 101.71' TO A POINT
- THENCE S 89°36'58" W A DISTANCE OF 414.74' TO A POINT;
- THENCE S 05°37'02" E A DISTANCE OF 100.00' TO A POINT;
- THENCE S 17°12'56" E A DISTANCE OF 140.08' TO A POINTAX;
- THENCE S 87°06'10" E A DISTANCE OF 374.27' TO A POINT;
- THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 100.26', WITH A RADIUS OF 5633.75', WITH A CHORD BEARING OF S 00°30'27" E, WITH A CHORD LENGTH OF 100.26' TO A POINT
- THENCE S 01°41'54" E A DISTANCE OF 100.29' TO A POINT;
- THENCE S 01°45'44" W A DISTANCE OF 49.94' TO A POINT;
- THENCE N 87°04'26" W A DISTANCE OF 127.90' TO A POINT;
- THENCE S 01°28'23" W A DISTANCE OF 50.04' TO A POINT;
- THENCE S 87°06'47" E A DISTANCE OF 127.65' TO A POINT;
- THENCE S 01°45'44" W A DISTANCE OF 449.50' TO A POINT;
- THENCE S 12°49'18" W A DISTANCE OF 50.78' TO A POINT;
- THENCE S 14°56'39" W A DISTANCE OF 51.10' TO A POINT;
- THENCE S 17°33'36" W A DISTANCE OF 51.76' TO A POINT;
- THENCE N 86°43'05" W A DISTANCE OF 89.07' TO A POINT;
- THENCE S 01°28'00" W A DISTANCE OF 100.88' TO A POINT;
- THENCE S 87°17'00" E A DISTANCE OF 51.62' TO A POINT;
- THENCE S 22°15'24" W A DISTANCE OF 53.04'
- THENCE N 87°17'00" W A DISTANCE OF 32.79' TO A POINT;
- THENCE S 01°28'00" W A DISTANCE OF 48.52' TO A POINT;
- TO A POINT WHICH IS THE **POINT OF BEGINNING**, HAVING AN AREA OF 1,541,315 SQUARE FEET, 35.38 ACRES

TRACT 5 - PIN#:0740992565

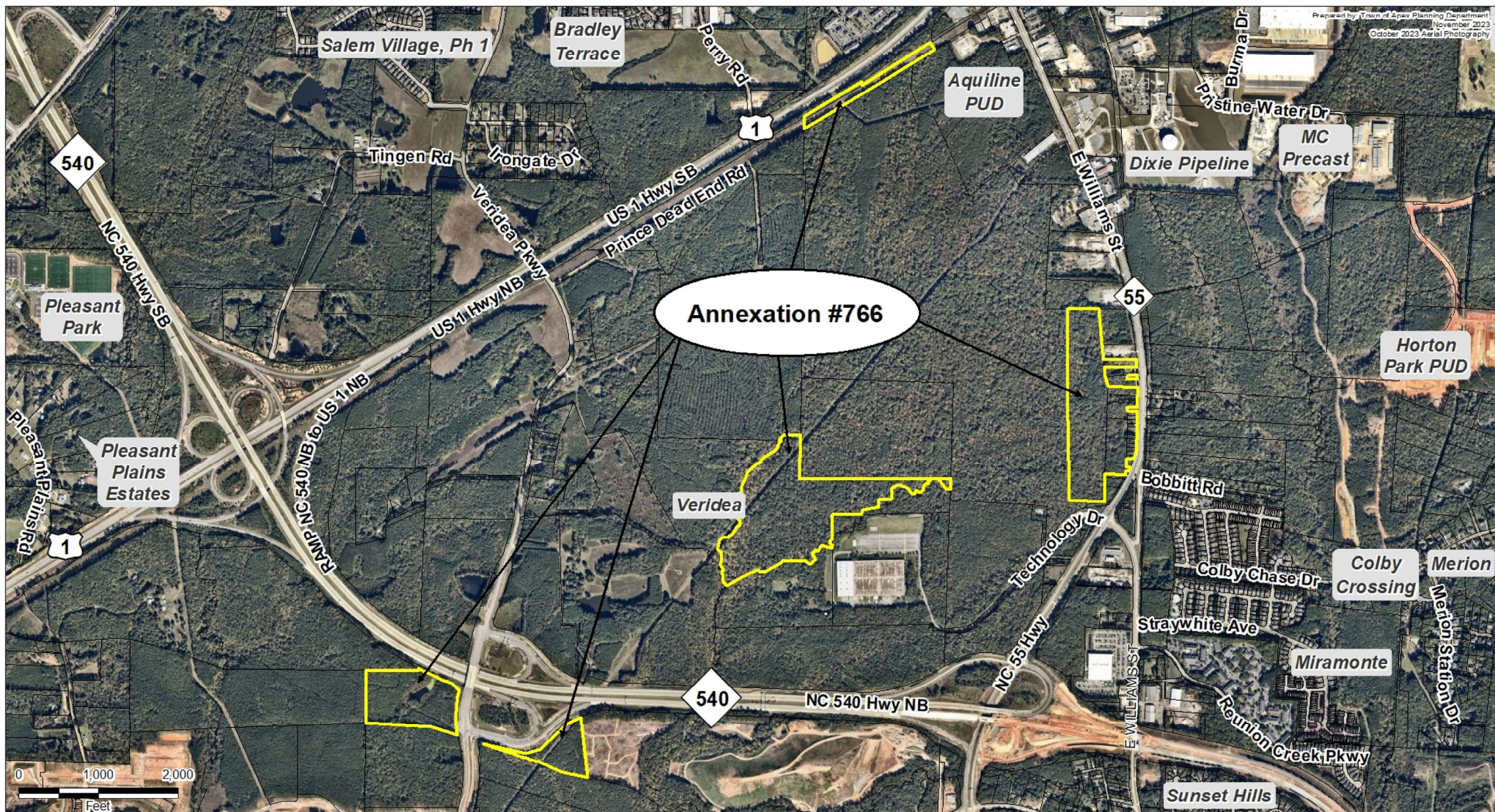
BEGINNING AT THE SOUTHEAST CORNER OF HH TRINITY APEX INVESTMENTS LLC
PIN#:0740992565 AT THE WESTERN RIGHT-OF-WAY LINE OF N.C. HIGHWAY 55/ EAST
WILLIAMS STREET A VARIABLE WIDTH PUBLIC R/W, HAVING NC NAD83(2011) GRID
COORDINATES OF N709521.96, E2049332.76;

- THENCE S 89°40'44" W A DISTANCE OF 123.48' TO AN EIP;
- THENCE N 02°18'46" W A DISTANCE OF 50.01' TO AN EIP;
- THENCE N 89°43'19" E A DISTANCE OF 123.46' TO A POINT;
- THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 49.92', WITH A RADIUS OF 5633.75', WITH A CHORD BEARING OF S 02°20'20" E, WITH A CHORD LENGTH OF 49.92' TO A POINT WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 6,168 SQUARE FEET, 0.14 ACRES.

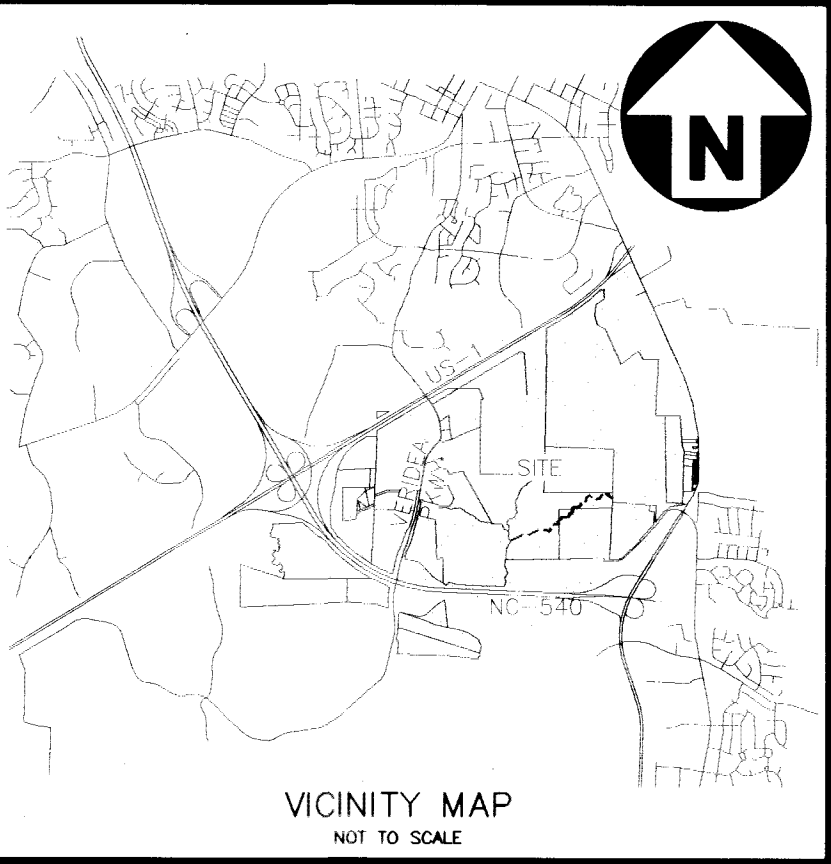
TRACT 6 - PIN#'S :0741537125 & 0741523802

BEGINNING AT THE INTERSECTION OF THE COMMON PROPERTY LINE CORNER OF RXR LEN APEX OWNERR LLC PIN#:0741537125 AND THE TOWN OF APEX PIN#: 0741316489 WITH THE SOUTHERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY 1 A VARIABLE WIDTH PUBLIC R/W, HAVING NC NAD83(2011) GRID COORDINATES OF N712829.97, E2045151.28;

- THENCE N 58°51'35" E A DISTANCE OF 406.60' TO A POINT;
- THENCE N 58°00'23" E A DISTANCE OF 430.45' TO A POINT;
- THENCE S 00°41'59" W A DISTANCE OF 45.71' TO A POINT;
- THENCE N 58°41'25" E A DISTANCE OF 1013.53' TO A POINT;
- THENCE S 31°28'08" E A DISTANCE OF 99.98' TO A POINT;
- THENCE S 58°37'43" W A DISTANCE OF 311.61' TO A POINT;
- THENCE S 58°41'14" W A DISTANCE OF 1602.11' TO A POINT;
- THENCE N 01°28'31" E A DISTANCE OF 119.73' TO A POINT;
- THENCE N 01°30'44" E A DISTANCE OF 41.12' TO A POINT WHICH IS THE **POINT OF BEGINNING** HAVING AN AREA OF 218,137 SQUARE FEET, 5.01 ACRES.



M:\Projects\RXR\RXR2001-02-Geomatics\Survey\Plat\RXR22001-ANX1.dwg, 10/30/2023 7:54:57 AM, John Pickens



TRACT 1 - PIN#:0740052449 - SHEET NO. 3

- BEGINNING AT THE INTERSECTION OF THE COMMON CORNER OF HH TRINITY APEX INVESTMENTS LLC PIN#:0740052449 AND PIN#:0730971141 AND THE SOUTHERN RIGHT-OF-WAY LINE OF N.C. HIGHWAY 540 A VARIABLE WIDTH PUBLIC R/W, HAVING NC NAD83(2011) GRID COORDINATES OF N705894.67, E2040300.31;
- THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 456.34', WITH A RADIUS OF 4375.00', WITH A CHORD BEARING OF S 65°10'37" E, WITH A CHORD LENGTH OF 456.13' TO A POINT;
- THENCE S 49°00'55" E A DISTANCE OF 133.17' TO A POINT;
- THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 355.38', WITH A RADIUS OF 1680.00', WITH A CHORD BEARING OF S 05°50'57" W, WITH A CHORD LENGTH OF 354.72' TO A POINT;
- THENCE WITH A COMPOUND CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 205.93', WITH A RADIUS OF 1680.00', WITH A CHORD BEARING OF S 03°43'21" E, WITH A CHORD LENGTH OF 205.80' TO A POINT;
- THENCE N 71°59'15" W A DISTANCE OF 337.68' TO A POINT;
- THENCE N 86°29'50" W A DISTANCE OF 829.07' TO A POINT;
- THENCE N 00°41'54" E A DISTANCE OF 661.29' TO A POINT;
- THENCE S 89°13'28" E A DISTANCE OF 647.67' TO A POINT;
- THENCE N 02°26'42" E A DISTANCE OF 29.55' TO A POINT WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 757143 SQUARE FEET, 17.38 ACRES

TRACT 2 - PIN#:0740240814 - SHEET NO. 4

- BEGINNING AT THE INTERSECTION OF THE COMMON CORNER OF HH TRINITY APEX INVESTMENTS LLC PIN#:0740240814 WITH THE SOUTHERN RIGHT-OF-WAY LINE OF N.C. HIGHWAY 540 RAMP A VARIABLE WIDTH PUBLIC R/W AND VERIDEA PARKWAY A VARIABLE WIDTH PUBLIC R/W, HAVING NC NAD83(2011) GRID COORDINATES OF N704952.25, E2041123.19;
- THENCE S 76°02'09" E A DISTANCE OF 316.69' TO A POINT;
- THENCE S 77°42'22" E A DISTANCE OF 224.13' TO A POINT;
- THENCE N 74°21'52" E A DISTANCE OF 186.60' TO A POINT;
- THENCE N 46°45'41" E A DISTANCE OF 297.04' TO A POINT;
- THENCE N 47°49'13" E A DISTANCE OF 182.30' TO A POINT;
- THENCE N 64°40'03" E A DISTANCE OF 179.28' TO A POINT;
- THENCE S 06°34'16" E A DISTANCE OF 760.63' TO AN EIP;
- THENCE N 78°40'10" W A DISTANCE OF 164.41' TO A POINT;
- THENCE N 77°01'58" W A DISTANCE OF 181.30' TO A POINT;
- THENCE N 65°53'37" W A DISTANCE OF 301.08' TO A POINT;
- THENCE N 71°44'05" W A DISTANCE OF 452.53' TO A POINT;
- THENCE N 71°58'44" W A DISTANCE OF 280.51' TO A POINT;
- THENCE N 48°17'55" E A DISTANCE OF 3.48' TO A POINTAL PT; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 316750 SQUARE FEET, 7.27 ACRES

TRACT 4 - SHEETS NO. 8 & 9 - PIN#S:

- 0740992169, 0740992069, 0740992024, 0740991702, 0740991337, 0740991237, 0740990140, 0740982964, 0740982929, 0740982769, 0740982866, 0740982630, 0740982534, 0740982309, 0740886966, 0740982764, 0740982659, 0740982635, 0740980647
- BEGINNING AT THE INTERSECTION OF THE COMMON CORNER OF RXR LEN APEX OWNER LLC PIN#:0740980647 AND NC DEPARTMENT OF TRANSPORTATION PIN#:0740981395, HAVING NC NAD83(2011) GRID COORDINATES OF N708324.91, E2049188.37;
 - THENCE N 87°21'16" W A DISTANCE OF 259.05' TO A POINT;
 - THENCE S 01°23'44" W A DISTANCE OF 347.79' TO A POINT;
 - THENCE N 86°56'48" W A DISTANCE OF 446.16' TO A POINT;
 - THENCE N 00°46'32" W A DISTANCE OF 2399.73' TO A POINT;
 - THENCE S 89°55'44" E A DISTANCE OF 403.93' TO A POINT;
 - THENCE S 04°23'01" E A DISTANCE OF 445.52' TO A POINTAX;
 - THENCE S 05°37'02" E A DISTANCE OF 199.93' TO A POINT EIP;
 - THENCE N 89°21'15" E A DISTANCE OF 417.22' TO A POINT;
 - THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 101.71', WITH A RADIUS OF 5633.75', WITH A CHORD BEARING OF S 04°07'50" E, WITH A CHORD LENGTH OF 101.71' TO A POINT;
 - THENCE S 89°36'58" W A DISTANCE OF 414.74' TO A POINT;
 - THENCE S 05°37'02" E A DISTANCE OF 100.00' TO A POINT;
 - THENCE S 17°12'56" E A DISTANCE OF 140.08' TO A POINTAX;
 - THENCE S 87°06'10" E A DISTANCE OF 374.27' TO A POINT;
 - THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 100.26', WITH A RADIUS OF 5633.75', WITH A CHORD BEARING OF S 00°30'27" E, WITH A CHORD LENGTH OF 100.26' TO A POINT;
 - THENCE S 01°41'54" E A DISTANCE OF 100.29' TO A POINT;
 - THENCE S 01°45'44" W A DISTANCE OF 49.94' TO A POINT;
 - THENCE N 87°04'26" W A DISTANCE OF 127.90' TO A POINT;
 - THENCE S 01°28'23" W A DISTANCE OF 50.04' TO A POINT;
 - THENCE S 87°06'47" E A DISTANCE OF 127.65' TO A POINT;
 - THENCE S 01°45'44" W A DISTANCE OF 449.50' TO A POINT;
 - THENCE S 12°49'18" W A DISTANCE OF 50.78' TO A POINT;
 - THENCE S 14°56'39" W A DISTANCE OF 51.10' TO A POINT;
 - THENCE S 17°33'36" W A DISTANCE OF 51.76' TO A POINT;
 - THENCE N 86°43'05" W A DISTANCE OF 89.07' TO A POINT;
 - THENCE S 01°28'00" W A DISTANCE OF 100.88' TO A POINT;
 - THENCE S 87°17'00" E A DISTANCE OF 51.62' TO A POINT;
 - THENCE S 22°15'24" W A DISTANCE OF 53.04' TO A POINT;
 - THENCE N 87°17'00" W A DISTANCE OF 32.79' TO A POINT;
 - THENCE S 01°28'00" W A DISTANCE OF 48.52' TO A POINT; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 1,541,315 SQUARE FEET, 35.38 ACRES

TRACT 5 - PIN#:0740992565 - SHEET NO. 8

- BEGINNING AT THE SOUTHEAST CORNER OF HH TRINITY APEX INVESTMENTS LLC PIN#:0740992565 AT THE WESTERN RIGHT-OF-WAY LINE OF N.C. HIGHWAY 55/ EAST WILLIAMS STREET A VARIABLE WIDTH PUBLIC R/W, HAVING NC NAD83(2011) GRID COORDINATES OF N709521.96, E2049332.76;
- THENCE S 89°40'44" W A DISTANCE OF 123.48' TO AN EIP;
 - THENCE N 02°18'46" W A DISTANCE OF 50.01' TO AN EIP;
 - THENCE N 89°43'19" E A DISTANCE OF 123.46' TO A POINT;
 - THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 49.92', WITH A RADIUS OF 5633.75', WITH A CHORD BEARING OF S 02°20'20" E, WITH A CHORD LENGTH OF 49.92' TO A POINT WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 6,168 SQUARE FEET, 0.14 ACRES.

TRACT 6 - PIN#S :0741537125 & 0741523802

- BEGINNING AT THE INTERSECTION OF THE COMMON PROPERTY LINE CORNER OF RXR LEN APEX OWNERR LLC PIN#:0741537125 AND THE TOWN OF APEX PIN#: 0741316489 WITH THE SOUTHERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY 1 A VARIABLE WIDTH PUBLIC R/W, HAVING NC NAD83(2011) GRID COORDINATES OF N712829.97, E204551.28;
- THENCE N 58°51'35" E A DISTANCE OF 406.60' TO A POINT;
 - THENCE N 58°00'23" E A DISTANCE OF 430.45' TO A POINT;
 - THENCE S 00°41'59" W A DISTANCE OF 45.71' TO A POINT;
 - THENCE N 58°41'25" E A DISTANCE OF 1013.53' TO A POINT;
 - THENCE S 31°28'08" E A DISTANCE OF 99.98' TO A POINT;
 - THENCE S 58°37'43" W A DISTANCE OF 311.61' TO A POINT;
 - THENCE S 58°41'14" W A DISTANCE OF 1602.11' TO A POINT;
 - THENCE N 01°28'31" E A DISTANCE OF 119.73' TO A POINT;
 - THENCE N 01°30'44" E A DISTANCE OF 41.12' TO A POINT WHICH IS THE POINT OF BEGINNING HAVING AN AREA OF 218,137 SQUARE FEET, 5.01 ACRES.

TRACT 3 - PIN#:0740570836 - SHEETS NO. 5, 6 & 7

- BEGINNING AT A POINT BEING THE COMMON CORNER OF HH TRINITY APEX INVESTMENTS LLC PIN#:0740360895, HH TRINITY APEX INVESTMENTS LLC PIN#:0740570836 AND EMC CORPORATION PIN:0740572015 HAVING NC NAD83(2011) GRID COORDINATES OF N706939.13, E2044174.09;
- THENCE N 50°47'04" W A DISTANCE OF 65.68' TO A POINT;
 - THENCE N 17°55'59" W A DISTANCE OF 57.53' TO A POINT;
 - THENCE N 01°46'11" E A DISTANCE OF 62.37' TO A POINT;
 - THENCE N 28°05'50" E A DISTANCE OF 49.79' TO A POINT;
 - THENCE N 43°31'32" W A DISTANCE OF 19.68' TO A POINT;
 - THENCE N 24°25'51" W A DISTANCE OF 50.19' TO A POINT;
 - THENCE N 21°09'42" E A DISTANCE OF 57.71' TO A POINT;
 - THENCE N 02°21'25" W A DISTANCE OF 94.31' TO A POINT;
 - THENCE N 59°45'58" W A DISTANCE OF 49.31' TO A POINT;
 - THENCE N 09°27'47" W A DISTANCE OF 43.45' TO A POINT;
 - THENCE N 14°12'54" E A DISTANCE OF 80.77' TO A POINT;
 - THENCE N 51°05'47" E A DISTANCE OF 56.70' TO A POINT;
 - THENCE N 87°15'20" E A DISTANCE OF 55.42' TO A POINT;
 - THENCE N 56°06'28" E A DISTANCE OF 86.68' TO A POINT;
 - THENCE N 30°45'52" E A DISTANCE OF 110.38' TO A POINT;
 - THENCE N 70°07'32" E A DISTANCE OF 26.68' TO A POINT;
 - THENCE N 11°19'19" E A DISTANCE OF 66.61' TO A POINT;
 - THENCE N 47°38'46" W A DISTANCE OF 65.27' TO A POINT;
 - THENCE N 22°13'07" E A DISTANCE OF 73.76' TO A POINT;
 - THENCE N 14°13'34" W A DISTANCE OF 126.09' TO A POINT;
 - THENCE N 03°39'03" E A DISTANCE OF 71.88' TO A POINT;
 - THENCE N 39°34'36" E A DISTANCE OF 67.10' TO A POINT;
 - THENCE N 62°37'55" E A DISTANCE OF 25.32' TO A POINT;
 - THENCE N 00°55'30" E A DISTANCE OF 73.95' TO A POINT;
 - THENCE N 22°30'19" E A DISTANCE OF 109.43' TO A POINT;
 - THENCE N 20°41'03" E A DISTANCE OF 54.54' TO A POINT;
 - THENCE N 44°47'48" E A DISTANCE OF 120.11' TO A POINT;
 - THENCE N 50°05'53" E A DISTANCE OF 58.84' TO A POINT;
 - THENCE N 73°47'56" E A DISTANCE OF 28.31' TO A POINT;
 - THENCE N 34°25'06" E A DISTANCE OF 68.19' TO A POINT;
 - THENCE N 61°13'05" E A DISTANCE OF 56.54' TO A POINT;
 - THENCE N 59°12'45" E A DISTANCE OF 129.71' TO A POINT;
 - THENCE N 37°57'17" E A DISTANCE OF 50.86' TO A POINT;
 - THENCE N 14°15'21" E A DISTANCE OF 52.34' TO A POINT;
 - THENCE N 43°29'38" E A DISTANCE OF 28.80' TO A POINT;
 - THENCE N 38°48'28" E A DISTANCE OF 24.98' TO A POINT;
 - THENCE N 88°57'01" W A DISTANCE OF 30.36' TO AN EIP;
 - THENCE N 42°37'27" E A DISTANCE OF 84.50' TO A POINT;
 - THENCE S 87°51'02" E A DISTANCE OF 208.48' TO AN EIP;
 - THENCE S 02°08'54" W A DISTANCE OF 544.41' TO A POINT;
 - THENCE N 89°31'36" E A DISTANCE OF 1910.59' TO A POINT;
 - THENCE S 02°11'42" W A DISTANCE OF 150.06' TO A POINT;
 - THENCE N 82°46'29" W A DISTANCE OF 59.32' TO A POINT;
 - THENCE N 38°01'48" W A DISTANCE OF 154.60' TO A POINT;
 - THENCE N 84°02'09" W A DISTANCE OF 86.70' TO A POINT;
 - THENCE S 20°44'56" W A DISTANCE OF 18.43' TO A POINT;
 - THENCE S 79°18'34" W A DISTANCE OF 39.77' TO A POINT;
 - THENCE S 13°19'46" E A DISTANCE OF 38.31' TO A POINT;
 - THENCE S 76°35'49" W A DISTANCE OF 53.23' TO A POINT;
 - THENCE S 26°54'51" W A DISTANCE OF 42.90' TO A POINT;
 - THENCE S 33°19'02" E A DISTANCE OF 29.87' TO A POINT;
 - THENCE S 51°46'22" W A DISTANCE OF 61.75' TO A POINT;
 - THENCE N 64°34'50" W A DISTANCE OF 58.31' TO A POINT;
 - THENCE S 29°34'47" W A DISTANCE OF 47.94' TO A POINT;
 - THENCE S 71°40'28" W A DISTANCE OF 23.79' TO A POINT;
 - THENCE N 39°32'53" W A DISTANCE OF 102.73' TO A POINT;
 - THENCE N 69°26'41" W A DISTANCE OF 124.25' TO A POINT;
 - THENCE S 57°24'05" W A DISTANCE OF 82.87' TO A POINT;
 - THENCE S 07°43'11" W A DISTANCE OF 131.15' TO A POINT;
 - THENCE S 83°27'25" W A DISTANCE OF 147.78' TO A POINT;
 - THENCE S 00°36'20" E A DISTANCE OF 95.70' TO A POINT;
 - THENCE S 80°37'14" W A DISTANCE OF 210.03' TO A POINT;
 - THENCE S 21°46'20" W A DISTANCE OF 49.36' TO A POINT;
 - THENCE S 88°52'20" W A DISTANCE OF 362.60' TO A POINT;
 - THENCE S 00°08'59" E A DISTANCE OF 315.01' TO A POINT;
 - THENCE S 41°39'40" W A DISTANCE OF 59.48' TO A POINT;
 - THENCE S 44°48'01" E A DISTANCE OF 60.58' TO A POINT;
 - THENCE S 20°16'03" W A DISTANCE OF 35.02' TO A POINT;
 - THENCE N 76°32'52" W A DISTANCE OF 126.07' TO A POINT;
 - THENCE S 34°49'57" W A DISTANCE OF 90.84' TO A POINT;
 - THENCE N 41°34'57" W A DISTANCE OF 26.79' TO A POINT;
 - THENCE S 44°48'57" W A DISTANCE OF 69.31' TO A POINT;
 - THENCE S 28°17'36" E A DISTANCE OF 74.29' TO A POINT;
 - THENCE S 47°29'27" W A DISTANCE OF 92.11' TO A POINT;
 - THENCE N 49°33'56" W A DISTANCE OF 78.37' TO A POINT;
 - THENCE S 87°17'25" W A DISTANCE OF 290.72' TO A POINT;
 - THENCE S 11°44'33" W A DISTANCE OF 20.66' TO A POINT;
 - THENCE S 64°16'17" W A DISTANCE OF 220.45' TO A POINT;
 - THENCE S 82°21'19" W A DISTANCE OF 72.19' TO A POINT;
 - THENCE N 36°16'44" W A DISTANCE OF 42.40' TO A POINT;
 - THENCE S 69°36'51" W A DISTANCE OF 126.77' TO A POINT;
 - THENCE S 62°06'56" W A DISTANCE OF 316.17' TO A POINT WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 1996590 SQUARE FEET, 45.84 ACRES

GENERAL NOTES

- THIS IS AN ANNEXATION SURVEY.
- BEARINGS FOR THIS SURVEY ARE BASED ON THE LOCAL SITE DATUM.
- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
- ZONING: VARIES ACCORDING TO TOWN OF APEX ZONING MAP AMENDED 2/22/2022, ZONING FOR EACH PARCEL SHOWN ON MAP. NO ZONING REPORT PROVIDED.
- AREA BY COORDINATE GEOMETRY.
- FLOOD NOTE: THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD ZONE. IT IS PARTIALLY LOCATED IN ZONES "X" AND "AE" AS DEFINED BY F.E.M.A F.I.R.M COMMUNITY PANELS 37200774100J DATED 5/2/2006, 3720074000K DATED 7/19/2022, AND 3720073000K DATED 7/19/2022.
- REFERENCES: AS SHOWN

LEGEND

- EXISTING PROPERTY CORNER
- IRON PIPE SET
- ▲ CALCULATED POINT
- ANNEXATION LIMITS

PROJECT INFORMATION	
LANDOWNER	RXR LEN APEX OWNER LLC GENERAL COUNSEL 625 RXR PLZ UNIONDALE NY 11556-3815
ENGINEER	MCADAMS 2905 MERIDIAN PARKWAY DURHAM, NORTH CAROLINA 27713 PHONE: (919)-361-5000
SURVEYOR	MCADAMS 2905 MERIDIAN PARKWAY DURHAM, NORTH CAROLINA 27713 PHONE: (919)-361-5000
PARCEL ID	TRACT 1: 0740052449 TRACT 2: 0740240814 TRACT 3: 0740570836 TRACT 4: 0740992169, 0740992069, 0740992024 0740991702, 0740991337, 0740991237, 0740990140 0740982964, 0740982929, 0740982769, 0740982866 0740982630, 0740982534, 0740982309, 0740886966 0740982764, 0740982659, 0740982635, 0740980647 TRACT 5: 0740992565 TRACT 6: 0741523802, 0741537125
MAP BOOK AND PAGE NUMBER	SEE PLAT SHEETS
DEED BOOK AND PAGE NUMBER	SEE PLAT SHEETS
SITE ZONING	SD-CZ
TOTAL ANNEXATION ACREAGE AREA	TOTAL PARCEL = 111.02 AC. or 4,836,103 SQ.FT. TRACT 1 = 17.38 AC. or 757,143 SQ.FT. TRACT 2 = 7.27 AC. or 316,750 SQ.FT. TRACT 3 = 45.84 AC. or 1,996,590 SQ.FT. TRACT 4 = 35.38 AC. or 1,551,315 SQ.FT. TRACT 5 = 0.14 AC. or 6,168 SQ.FT. TRACT 6 = 5.01 AC. or 218,137 SQ.FT.
RIVER BASIN	CAPE FEAR RIVER BASIN

TYPE OF PLAT:

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE: G.S. 47-30 (f)(11)(d). THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

John R. Pickens 10/30/2023
JOHN R. PICKENS, PROFESSIONAL LAND SURVEYOR L-3297

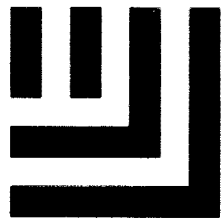
SURVEYOR'S CERTIFICATE

I, JOHN R. PICKENS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 29,991; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 30 DAY OF OCTOBER, A.D., 2023.

John R. Pickens
JOHN R. PICKENS, PROFESSIONAL LAND SURVEYOR L-3297

The following certification must be placed on the map near a border to allow the map to be sealed: Annexation # _____
I, Allen Coleman, CMC, NCCCC, Town Clerk, Apex, North Carolina certify this a true and exact map of annexation adopted the ____day of _____, 2023, by the Town Council. I set my hand and seal of the Town of Apex, _____
Day/Month/Year

Allen Coleman, CMC, NCCCC, Town Clerk



McADAMS

The John R. McAdams Company, Inc.
One Glenwood Avenue
Suite 201
Raleigh, NC 27603

phone 919. 823. 4300
fax 919. 361. 2269

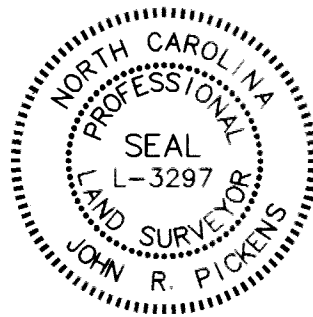
license number: C-0293, C-187

www.mcadamsco.com

CLIENT

RXR REALTY
75 ROCKEFELLER PLAZA, SUITE 1300
NEW YORK, NY 10019

VERIDEA
ANNEXATION PLAT FOR
THE TOWN OF APEX
VERIDEA PARKWAY
TOWN OF APEX, WAKE COUNTY, NORTH CAROLINA



REVISIONS

NO.	DATE	
1	08.29.2023	REVIEW COMMENTS
2	10.02.2023	REVIEW COMMENTS
3	10.17.2023	UPDATE SHEET 7

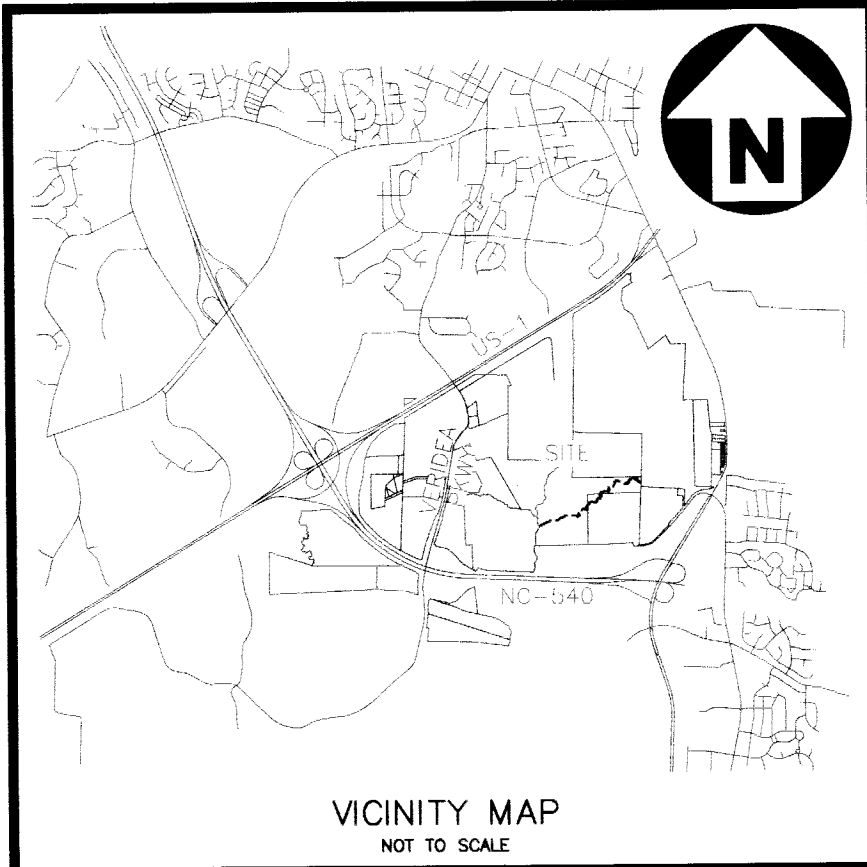
PLAN INFORMATION

PROJECT NO. RXR22001
FILENAME RXR22001-ANX1
CHECKED BY JBT
DRAWN BY JRP
SCALE N/A
DATE 07.05.2023

SHEET

SHEET 1 OF 10

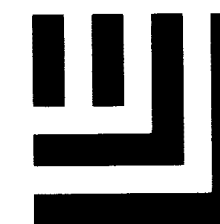
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VICINITY MAP
NOT TO SCALE



SEE NOTE 2



MCADAMS

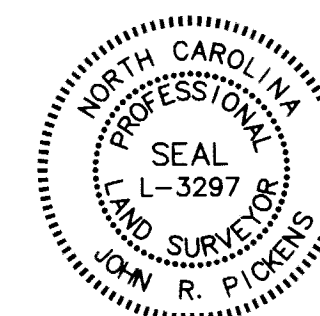
The John R. McAdams Company, Inc.
One Glenwood Avenue
Suite 201
Raleigh, NC 27603
phone 919. 823. 4300
fax 919. 361. 2269
license number: C-0293, C-187

www.mcadamsco.com

CLIENT

RXR REALTY
75 ROCKEFELLER PLAZA, SUITE 1300
NEW YORK, NY 10019

VERIDEA
ANNEXATION PLAT FOR
THE TOWN OF APEX
VERIDEA PARKWAY
TOWN OF APEX, WAKE COUNTY, NORTH CAROLINA



REVISIONS

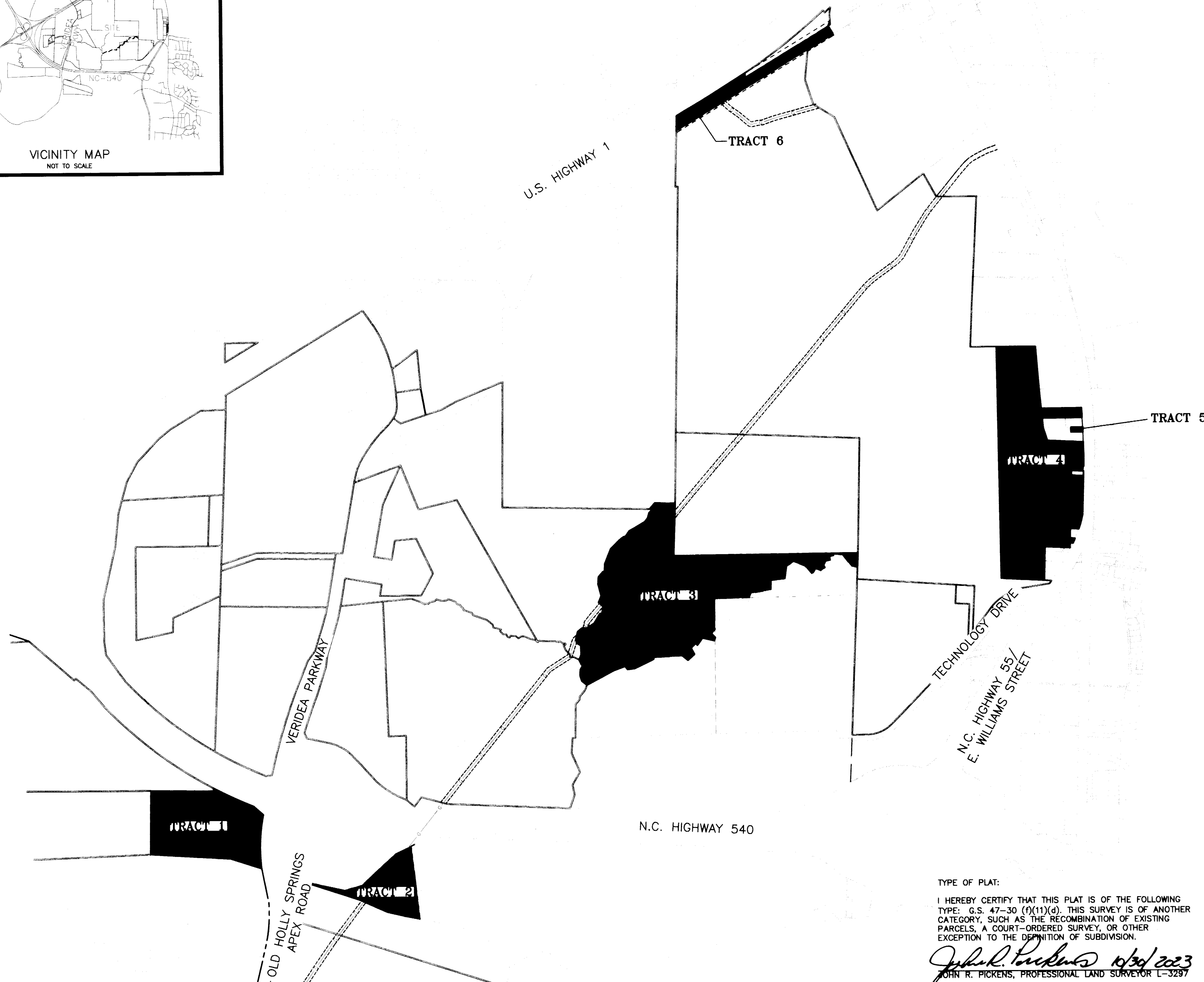
NO.	DATE	REVIEW COMMENTS
1	08.29.2023	REVIEW COMMENTS
2	10.02.2023	REVIEW COMMENTS
3	10.17.2023	UPDATE SHEET 7

PLAN INFORMATION

PROJECT NO.	RXR22001
FILENAME	RXR22001-ANX1
CHECKED BY	JBT
DRAWN BY	JRP
SCALE	N/A
DATE	07.05.2023

SHEET

SHEET 2 OF 10
INDEX

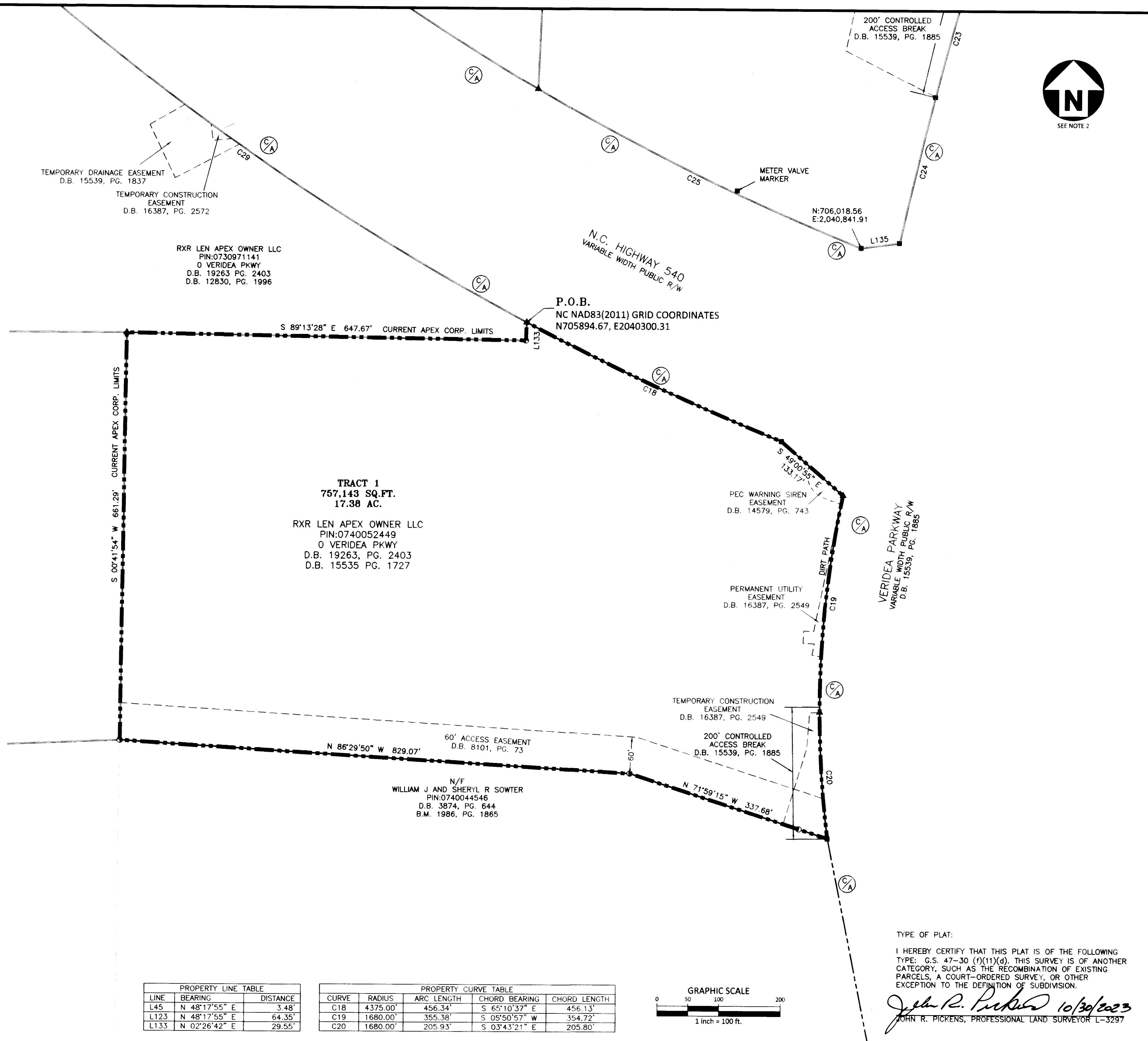


TYPE OF PLAT:

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING
TYPE: G.S. 47-30 (f)(1)(d). THIS SURVEY IS OF ANOTHER
CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING
PARCELS, A COURT-ORDERED SURVEY, OR OTHER
EXCEPTION TO THE DEFINITION OF SUBDIVISION.

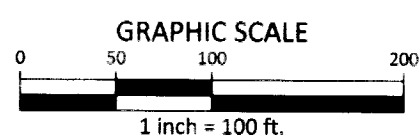
John R. Pickens 10/30/2023
JOHN R. PICKENS, PROFESSIONAL LAND SURVEYOR L-3297

M:\Projects\RXR\RXR22001\02_Geomatics\Survey\Plats\RXR22001-ANX1.dwg, 10/30/2023 8:01:10 AM, John Pickens



PROPERTY LINE TABLE		
LINE	BEARING	DISTANCE
L45	N 48°17'55" E	3.48'
L123	N 48°17'55" E	64.35'
L133	N 02°26'42" E	29.55'

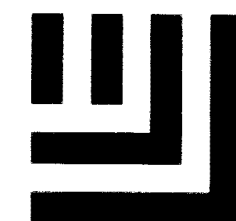
PROPERTY CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C18	4375.00'	456.34'	S 65°10'37" E	456.13'
C19	1680.00'	355.38'	S 05°50'57" W	354.72'
C20	1680.00'	205.93'	S 03°43'21" E	205.80'



TYPE OF PLAT:

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE: G.S. 47-30 (f)(1)(d). THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

John R. Pickens 10/30/2023
JOHN R. PICKENS, PROFESSIONAL LAND SURVEYOR L-3297



McADAMS

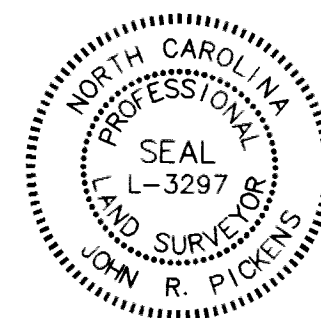
The John R. McAdams Company, Inc.
One Glenwood Avenue
Suite 201
Raleigh, NC 27603
phone 919. 823. 4300
fax 919. 361. 2269
license number: C-0293, C-187

www.mcadamsco.com

CLIENT

RXR REALTY
75 ROCKEFELLER PLAZA, SUITE 1300
NEW YORK, NY 10019

VERIDEA
ANNEXATION PLAT FOR
THE TOWN OF APEX
VERIDEA PARKWAY
TOWN OF APEX, WAKE COUNTY, NORTH CAROLINA



REVISIONS

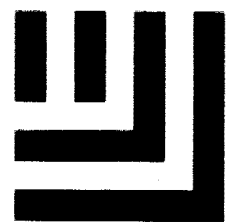
NO.	DATE	REVISION
1	08.29.2023	REVIEW COMMENTS
2	10.02.2023	REVIEW COMMENTS
3	10.17.2023	UPDATE SHEET 7

PLAN INFORMATION

PROJECT NO.	RXR22001
FILENAME	RXR22001-ANX1
CHECKED BY	JBT
DRAWN BY	JRP
SCALE	1"=100'
DATE	07.05.2023

SHEET

3 OF 10



McAdams

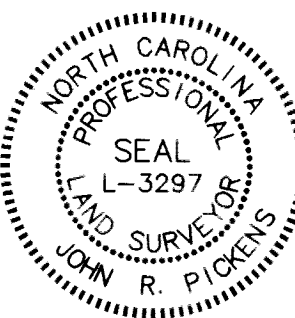
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VERIDEA
ANNEXATION PLAT FOR
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VERIDEA PARKWAY
TOWN OF APEX, WAKE COUNTY, NORTH CAROLINA



REVISIONS

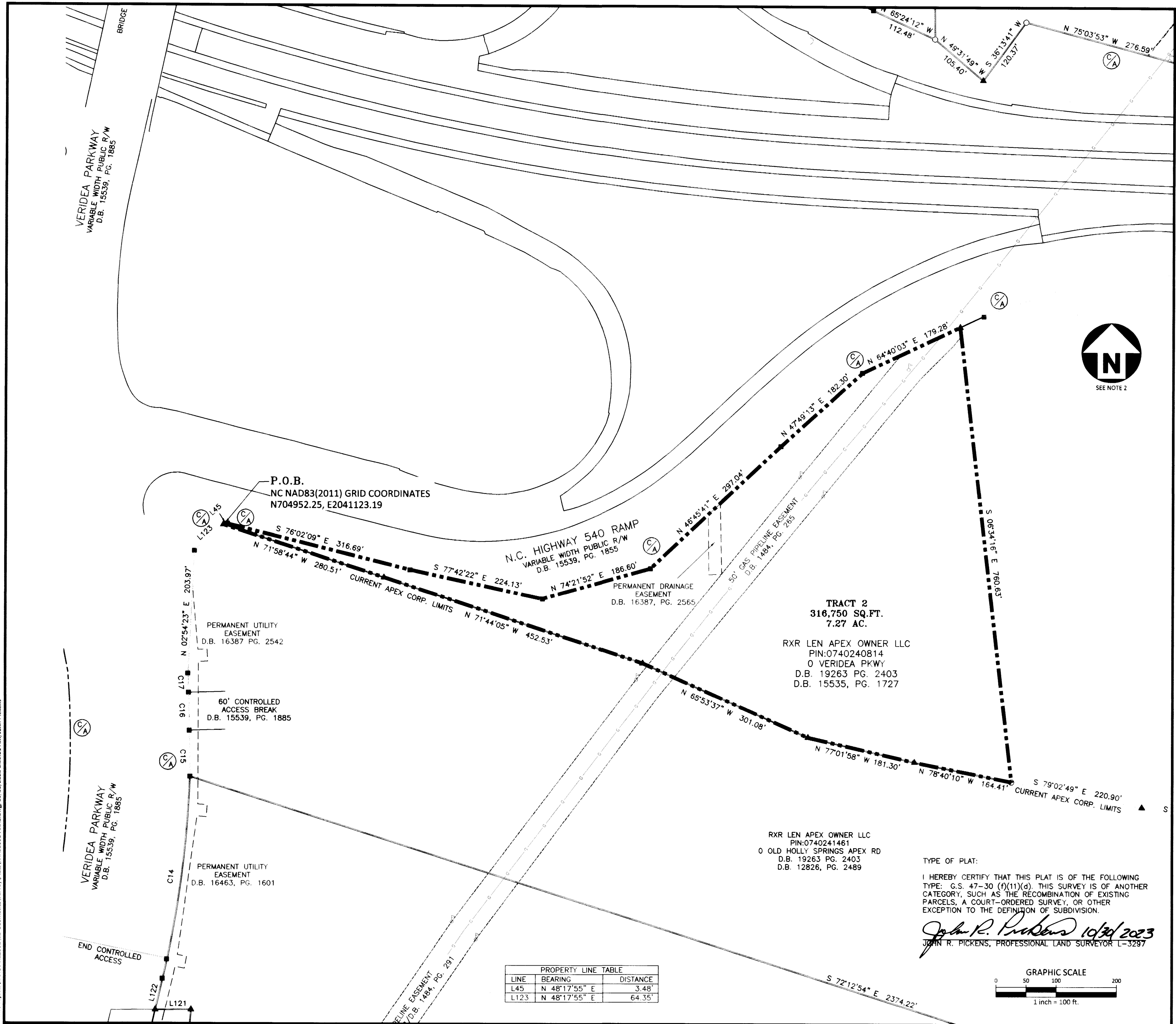
NO.	DATE	REVISION
1	08.29.2023	REVIEW COMMENTS
2	10.02.2023	REVIEW COMMENTS
3	10.17.2023	UPDATE SHEET 7

PLAN INFORMATION

PROJECT NO. RXR22001
FILENAME RXR22001-ANX1
CHECKED BY JBT
DRAWN BY JRP
SCALE 1"=100'
DATE 07.05.2023

SHEET

4 OF 10



M:\Projects\RXR\RXR22001\02_Geomatics\Survey\Plat\RXR22001-ANX1.dwg, 10/30/2023 8:03:00 AM, John Pickens

PROPERTY LINE TABLE		
LINE	BEARING	DISTANCE
L7	N 26°24'46" E	31.72'
L8	N 17°45'27" E	29.26'
L9	N 50°47'04" W	65.68'
L10	N 17°55'59" W	57.53'
L11	N 01°46'11" E	62.37'
L12	N 28°05'50" E	49.79'
L13	N 43°31'32" W	19.68'
L14	N 24°25'51" W	50.19'
L15	N 21°09'42" E	57.71'
L16	N 02°21'25" W	94.31'
L17	N 59°45'58" W	49.31'
L18	N 09°27'47" W	43.45'
L19	N 14°12'54" E	80.77'
L20	N 51°05'47" E	56.70'
L21	N 87°15'20" E	55.42'
L22	N 56°06'28" E	86.68'
L23	N 70°07'32" E	26.68'
L24	N 11°19'19" E	66.61'
L25	N 47°38'46" W	65.27'
L26	N 22°13'07" E	73.76'
L27	N 03°39'03" E	71.88'
L28	N 39°34'36" E	67.10'
L29	N 62°37'55" E	25.32'
L30	N 00°55'30" E	73.95'
L31	N 20°41'03" E	54.54'
L32	N 50°05'53" E	58.84'
L33	N 73°47'56" E	28.31'
L34	N 34°25'06" E	68.19'
L35	N 61°13'05" E	56.54'
L36	N 37°57'17" E	50.86'
L37	N 14°15'21" E	52.34'
L38	N 43°29'38" E	28.80'
L39	N 38°48'28" E	24.98'
L40	N 88°57'01" W	30.36'
L41	N 42°37'27" E	84.50'

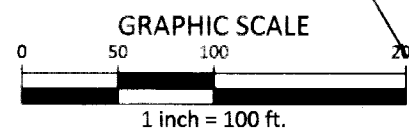
PROPERTY LINE TABLE		
LINE	BEARING	DISTANCE
L231	N 82°46'29" W	59.32'
L232	N 84°02'09" W	86.70'
L233	S 20°44'56" W	18.43'
L234	S 79°18'34" W	39.77'
L235	S 13°19'46" E	38.31'
L236	S 76°35'49" W	53.23'
L237	S 26°54'51" W	42.90'
L238	S 33°19'02" E	29.87'
L239	S 51°46'22" W	61.75'
L240	N 64°34'50" W	58.31'
L241	S 29°34'47" W	47.94'
L242	S 71°40'28" W	23.79'
L243	S 57°24'05" W	82.87'
L244	S 00°36'20" E	95.70'
L245	S 78°48'03" E	41.76'
L246	S 32°29'11" W	93.04'
L247	N 66°26'02" W	45.02'
L248	S 47°52'32" W	34.12'
L249	S 00°28'52" W	71.12'
L250	S 79°33'24" W	96.46'
L251	N 52°02'42" W	30.57'
L252	S 81°23'08" W	60.05'
L253	S 44°48'01" E	60.58'
L254	S 20°16'03" W	35.02'
L255	S 34°49'57" W	90.84'
L256	N 41°34'57" W	26.79'
L257	S 44°48'57" W	69.31'
L258	S 28°17'36" E	74.29'
L259	S 47°29'27" W	92.11'
L260	N 49°33'56" W	78.37'
L261	S 11°44'33" W	20.66'
L262	S 82°21'19" W	72.19'
L263	N 36°16'44" W	42.40'

EMC CORPORATION
PIN:0740572015
O TECHNOLOGY DR
CURRENT ZONING: SD, LI
D.B. 8681, PG. 1014
B.M. 2009 PG. 884

P.O.B.
NC NAD83(2011) GRID COORDINATES
N706939.13, E2044174.09

GRAVEL PILE

PILE OF
WOOD LOGS



TYPE OF PLAT:

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE: C.S. 47-30. (f)(1)(d). THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

John R. Pickens 10/30/2023
JOHN R. PICKENS, PROFESSIONAL LAND SURVEYOR L-3297

RXRR LEN APEX OWNER LLC
PIN:0740681848
O E WILLIAMS ST
D.B. 19263, PG. 2403
B.M. 2003, PG. 398

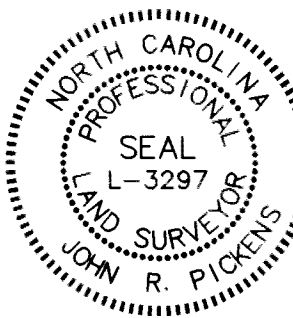


CURRENT APEX CORP. LIMITS

SHEET 5
SHEET 7

VERIDEA

ANNEXATION PLAT FOR
THE TOWN OF APEX
VERIDEA PARKWAY
TOWN OF APEX, WAKE COUNTY, NORTH CAROLINA



REVISIONS

NO.	DATE	REVIEW COMMENTS
1	08.29.2023	REVIEW COMMENTS
2	10.02.2023	REVIEW COMMENTS
3	10.17.2023	UPDATE SHEET 7

PLAN INFORMATION

PROJECT NO.	RXR22001
FILENAME	RXR22001-ANX1
CHECKED BY	JBT
DRAWN BY	JRP
SCALE	1"=100'
DATE	07.05.2023

SHEET

5 OF 10



McADAMS

The John R. McAdams Company, Inc.
One Glenwood Avenue
Suite 201
Raleigh, NC 27603
phone 919. 823. 4300
fax 919. 361. 2269
license number: C-0293, C-187

www.mcadamsco.com

CLIENT

RXR REALTY
75 ROCKEFELLER PLAZA, SUITE 1300
NEW YORK, NY 10019

TYPE OF PLAT:

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE: G.S. 47-30 (f)(1)(d). THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

John R. Pickens 10/30/2023
JOHN R. PICKENS, PROFESSIONAL LAND SURVEYOR L-3297

N/F
WILDBIRD LLC
PIN:0741402319
D.B. 11253, PG. 807
B.M. 1985, PG. 64

S 88°56'50" E 1524.31'

CURRENT APEX CORP. LIMITS
S 87°51'02" E
208.48'

S 00°58'38" W 3283.09' (TOTAL)
734.06'



SEE NOTE 2

PROPERTY LINE TABLE		
LINE	BEARING	DISTANCE
L22	N 56°06'28" E	86.68'
L23	N 70°07'32" E	26.68'
L24	N 11°19'19" E	66.61'
L25	N 47°38'46" W	65.27'
L26	N 22°13'07" E	73.76'
L27	N 03°39'03" E	71.88'
L28	N 39°34'36" E	67.10'
L29	N 62°37'55" E	25.32'
L30	N 00°55'30" E	73.95'
L31	N 20°41'03" E	54.54'
L32	N 50°05'53" E	58.84'
L33	N 73°47'56" E	28.31'
L34	N 34°25'06" E	68.19'
L35	N 61°13'05" E	56.54'
L36	N 37°57'17" E	50.86'
L37	N 14°15'21" E	52.34'
L38	N 43°29'38" E	28.80'
L39	N 38°48'28" E	24.98'
L40	N 88°57'01" W	30.36'
L41	N 42°37'27" E	84.50'

PROPERTY LINE TABLE		
LINE	BEARING	DISTANCE
L231	N 82°46'29" W	59.32'
L232	N 84°02'09" W	86.70'
L233	S 20°44'56" W	18.43'
L234	S 79°18'34" W	39.77'
L235	S 13°19'46" E	38.31'
L236	S 76°35'49" W	53.23'
L237	S 26°54'51" W	42.90'
L238	S 33°19'02" E	29.87'
L239	S 51°46'22" W	61.75'
L240	N 64°34'50" W	58.31'
L241	S 29°34'47" W	47.94'
L242	S 71°40'28" W	23.79'
L243	S 57°24'05" W	82.87'
L244	S 00°36'20" E	95.70'
L245	S 78°48'03" E	41.76'
L246	S 32°29'11" W	93.04'
L247	N 66°26'02" W	45.02'
L248	S 47°52'32" W	34.12'
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L250	S 79°33'24" W	96.46'
L251	N 52°02'42" W	30.57'
L252	S 81°23'08" W	60.05'
L253	S 44°48'01" E	60.58'
L254	S 20°16'03" W	35.02'
L255	S 34°49'57" W	90.84'
L256	N 41°34'57" W	26.79'
L257	S 44°48'57" W	69.31'
L258	S 28°17'36" E	74.29'
L259	S 47°29'27" W	92.11'
L260	N 49°33'56" W	78.37'
L261	S 11°44'33" W	20.66'
L262	S 82°21'19" W	72.19'
L263	N 36°16'44" W	42.40'

RXRR LEN APEX OWNER LLC
PIN:0740681848
O E WILLIAMS ST
D.B. 19263, PG. 2403
B.M. 2003, PG. 398

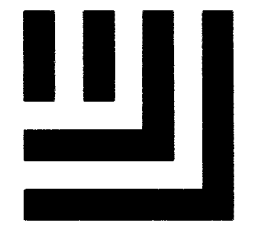
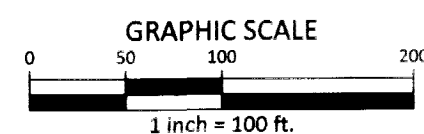
SHEET 6
SHEET 5

CURRENT APEX CORP. LIMITS

SHEET 5
SHEET 7

TRACT 3
1,996,590 SQ.FT.
45.84 AC.

RXR LEN APEX OWNER LLC
PIN:0740570836
D.B. 19263, PG. 2403
B.M. 2009 PG. 884



McADAMS

The John R. McAdams Company, Inc.
One Glenwood Avenue
Suite 201
Raleigh, NC 27603

phone 919. 823. 4300
fax 919. 361. 2269

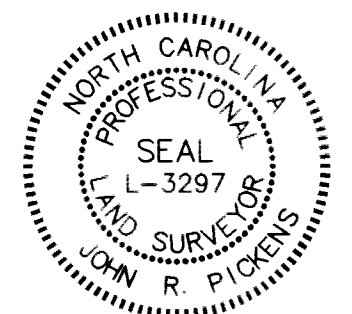
license number: C-0293, C-187

www.mcadamsco.com

CLIENT

RXR REALTY
75 ROCKEFELLER PLAZA, SUITE 1300
NEW YORK, NY 10019

VERIDEA
ANNEXATION PLAT FOR
THE TOWN OF APEX
VERIDEA PARKWAY
TOWN OF APEX, WAKE COUNTY, NORTH CAROLINA



REVISIONS

NO.	DATE	REVIEW COMMENTS
1	08.29.2023	REVIEW COMMENTS
2	10.02.2023	REVIEW COMMENTS
3	10.17.2023	UPDATE SHEET 7

PLAN INFORMATION

PROJECT NO. RXR22001
FILENAME RXR22001-ANX1
CHECKED BY JBT
DRAWN BY JRP
SCALE 1"=100'
DATE 07.05.2023

SHEET

6 OF 10

50' GAS PIPELINE EASEMENT
D.B. 1984, PG. 277
B.M. 2003, PG. 398

RXRR LEN APEX OWNER LLC
PIN:0740681848
O E WILLIAMS ST
D.B. 19263, PG. 2403
B.M. 2003, PG. 398

PROPERTY LINE TABLE		
LINE	BEARING	DISTANCE
L22	N 56°06'28" E	86.68'
L23	N 70°07'32" E	26.68'
L24	N 11°19'19" E	66.61'
L25	N 47°38'46" W	65.27'
L26	N 22°13'07" E	73.76'
L27	N 03°39'03" E	71.88'
L28	N 39°34'36" E	67.10'
L29	N 62°37'55" E	25.32'
L30	N 00°55'30" E	73.95'
L31	N 20°41'03" E	54.54'
L32	N 50°05'53" E	58.84'
L33	N 73°47'56" E	28.31'
L34	N 34°25'06" E	68.19'
L35	N 61°13'05" E	56.54'
L36	N 37°57'17" E	50.86'
L37	N 14°15'21" E	52.34'
L38	N 43°29'38" E	28.80'
L39	N 38°48'28" E	24.98'
L40	N 88°57'01" W	30.36'
L41	N 42°37'27" E	84.50'

PROPERTY LINE TABLE		
LINE	BEARING	DISTANCE
L231	N 82°46'29" W	59.32'
L232	N 84°02'09" W	86.70'
L233	S 20°44'56" W	18.43'
L234	S 79°18'34" W	39.77'
L235	S 13°19'46" E	38.31'
L236	S 76°35'49" W	53.23'
L237	S 26°54'51" W	42.90'
L238	S 33°19'02" E	29.87'
L239	S 51°46'22" W	61.75'
L240	N 64°34'50" W	58.31'
L241	S 29°34'47" W	47.94'
L242	S 71°40'28" W	23.79'
L243	S 57°24'05" W	82.87'
L244	S 00°36'20" E	95.70'
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L246	S 32°29'11" W	93.04'
L247	N 66°26'02" W	45.02'
L248	S 47°52'32" W	34.12'
L249	S 00°28'52" W	71.12'
L250	S 79°33'24" W	96.46'
L251	N 52°02'42" W	30.57'
L252	S 81°23'08" W	60.05'
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L254	S 20°16'03" W	35.02'
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L256	N 41°34'57" W	26.79'
L257	S 44°48'57" W	69.31'
L258	S 28°17'36" E	74.29'
L259	S 47°29'27" W	92.11'
L260	N 49°33'56" W	78.37'
L261	S 11°44'33" W	20.66'
L262	S 82°21'19" W	72.19'
L263	N 36°16'44" W	42.40'



N 01°14'56" E 1190.09'

CURRENT APEX CORP. LIMITS

N 89°31'36" E 1910.59'

CURRENT APEX CORP. LIMITS

TRACT 3
1,996,590 SQ.FT.
45.84 AC.

PROPOSED PROPERTY LINE BASED
ON B.M. 2009, PG. 884

EMC CORPORATION
PIN:0740572015
O TECHNOLOGY DR
D.B. 8681, PG. 1014
B.M. 2009 PG. 884

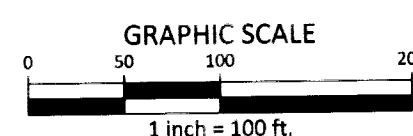
S 88°52'20" W 1471.50'

CURRENT APEX CORP. LIMITS

S 88°52'20" W 362.60'

PROPOSED PROPERTY LINE BASED
ON B.M. 2009, PG. 884

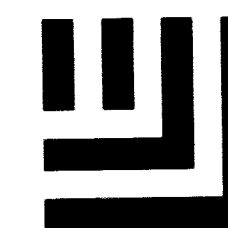
CURRENT APEX CORP. LIMITS



TYPE OF PLAT:

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING
TYPE: G.S. 47-30 (f)(11)(d). THIS SURVEY IS OF ANOTHER
CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING
PARCELS, A COURT-ORDERED SURVEY, OR OTHER
EXCEPTION TO THE DEFINITION OF SUBDIVISION.

John R. Pickens 10/30/2023
JOHN R. PICKENS, PROFESSIONAL LAND SURVEYOR L-3297



McADAMS

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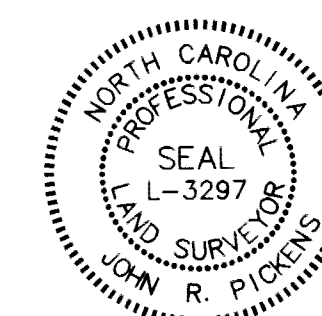
license number: C-0293, C-187

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CLIENT

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VERIDEA
ANNEXATION PLAT FOR
THE TOWN OF APEX
VERIDEA PARKWAY
TOWN OF APEX, WAKE COUNTY, NORTH CAROLINA



REVISIONS

NO.	DATE	REVISION
1	08.29.2023	REVIEW COMMENTS
2	10.02.2023	REVIEW COMMENTS
3	10.17.2023	UPDATE SHEET 7

PLAN INFORMATION

PROJECT NO. RXR22001
FILENAME RXR22001-ANX1
CHECKED BY JBT
DRAWN BY JRP
SCALE 1"=100'
DATE 07.05.2023

SHEET

7 OF 10

PROPERTY LINE TABLE		
LINE	BEARING	DISTANCE
L58	S 86°24'46" E	74.06'
L59	S 34°48'30" W	35.57'
L211	S 05°37'02" E	100.00'
L212	S 05°37'02" E	100.00'
L213	S 02°42'41" W	99.60'
L214	S 03°08'37" W	99.98'
L215	N 02°18'46" W	50.01'
L216	S 01°27'56" W	49.70'
L217	S 01°29'44" W	49.66'
L218	S 01°25'42" W	49.75'
L219	S 01°30'27" W	49.69'
L220	S 01°30'52" W	50.12'
L221	S 01°20'17" W	49.90'
L222	S 01°28'00" W	50.00'
L223	S 01°28'00" W	48.52'
L224	S 12°49'18" W	50.78'
L225	S 14°56'39" W	51.10'
L226	S 17°33'36" W	51.76'
L227	N 86°43'05" W	89.07'
L228	S 87°17'00" E	51.62'
L229	S 22°15'24" W	53.04'
L230	N 87°17'00" W	32.79'

PROPERTY CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C34	5633.75'	101.71'	S 04°07'50" E	101.71'
C35	5633.75'	49.92'	S 02°20'20" E	49.92'
C36	5633.75'	100.26'	S 00°30'27" E	100.26'



N/F
DAVID F AND SHARON L RAYMER
PIN:0741900198
D.B. 8712, PG. 265

N/F
THOMPSON GAS - SMOKIES LLC
PIN:0740990896
D.B. 15976, PG. 1140

RXR LEN APEX OWNERS LLC
PIN:0740991702
1710 E WILLIAMS ST
D.B. 19263, PG. 2403
41,844 SQ.FT./0.96 AC.

TRACT 4
1,551,315 SQ.FT.
35.38 AC.

RXR LEN APEX OWNER LLC
PIN:0740991337
1720 E WILLIAMS ST
D.B. 19263, PG. 2403
37,863 SQ.FT./0.86 AC.

RXR LEN APEX OWNER LLC
PIN:0740991237
1724 E WILLIAMS ST
D.B. 19263, PG. 2403
38,401 SQ.FT./0.88 AC.

RXR LEN APEX OWNER LLC
PIN:0740886966
1740 E WILLIAMS ST
D.B. 19263, PG. 2403
1,108,406 SQ.FT.
25.45 AC.

TRACT 5
6,168 SQ.FT.
0.14 AC.

RXR LEN APEX OWNER LLC
PIN:0740992565
O E WILLIAMS ST
D.B. 19263, PG. 2403
6,168 SQ.FT.
0.14 AC.

P.O.B.
NC NAD83(2011) GRID COORDINATES
N709521.96, E2049332.76

RXR LEN APEX OWNER LLC
PIN:0740992169
O E WILLIAMS ST
D.B. 19263 PG. 2403
B.M. 1948, PG. 18
6,399 SQ.FT./0.15 AC.

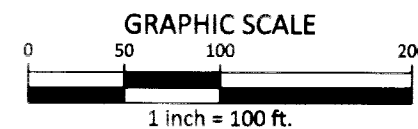
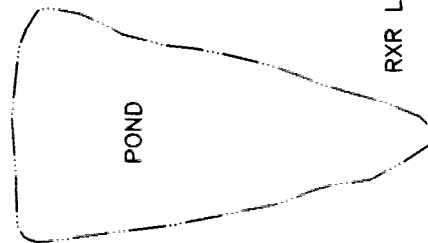
LILLIE LYON GILBERT
PIN:0740992164
O E WILLIAMS ST
D.B. 3823 PG. 841
B.M. 1948, PG. 18
6,386 SQ.FT./0.15 AC.

RXR LEN APEX OWNER LLC
PIN:0740992089
O E WILLIAMS ST
D.B. 19263 PG. 2403
B.M. 1948, PG. 18
6,373 SQ.FT./0.15 AC.

RXR LEN APEX OWNER LLC
PIN:0740992024
1800 E WILLIAMS ST
D.B. 19263 PG. 2403
B.M. 1948, PG. 18
6,361 SQ.FT./0.15 AC.

RXR LEN APEX OWNER LLC
PIN:0740982984
O E WILLIAMS ST
D.B. 19263 PG. 2403

LINE SUBJECT TO
BOUNDARY AGREEMENT
D.B. 2004, PG. 197
B.M. 1971, PG. 190



TYPE OF PLAT:

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING
TYPE: G.S. 47-30 (f)(1)(d). THIS SURVEY IS OF ANOTHER
CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING
PARCELS, A COURT-ORDERED SURVEY, OR OTHER
EXCEPTION TO THE DEFINITION OF SUBDIVISION.

John R. Pickens 10/30/2023
JOHN R. PICKENS, PROFESSIONAL LAND SURVEYOR L-3297



McADAMS

The John R. McAdams Company, Inc.

One Glenwood Avenue
Suite 201
Raleigh, NC 27603

phone 919. 823. 4300

fax 919. 361. 2269

license number: C-0293, C-187

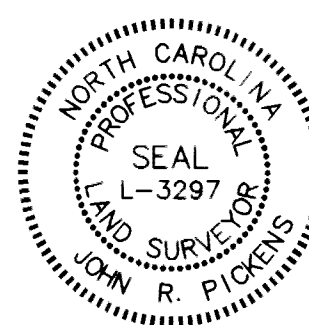
www.mcadamsco.com

CLIENT

RXR REALTY

75 ROCKEFELLER PLAZA, SUITE 1300
NEW YORK, NY 10019

VERIDEA
ANNEXATION PLAT FOR
THE TOWN OF APEX
VERIDEA PARKWAY
TOWN OF APEX, WAKE COUNTY, NORTH CAROLINA



REVISIONS

NO.	DATE	
1	08.29.2023	REVIEW COMMENTS
2	10.02.2023	REVIEW COMMENTS
3	10.17.2023	UPDATE SHEET 7

PLAN INFORMATION

PROJECT NO. RXR22001
FILENAME RXR22001-ANX1
CHECKED BY JBT
DRAWN BY JRP
SCALE 1"=100'
DATE 07.05.2023

SHEET

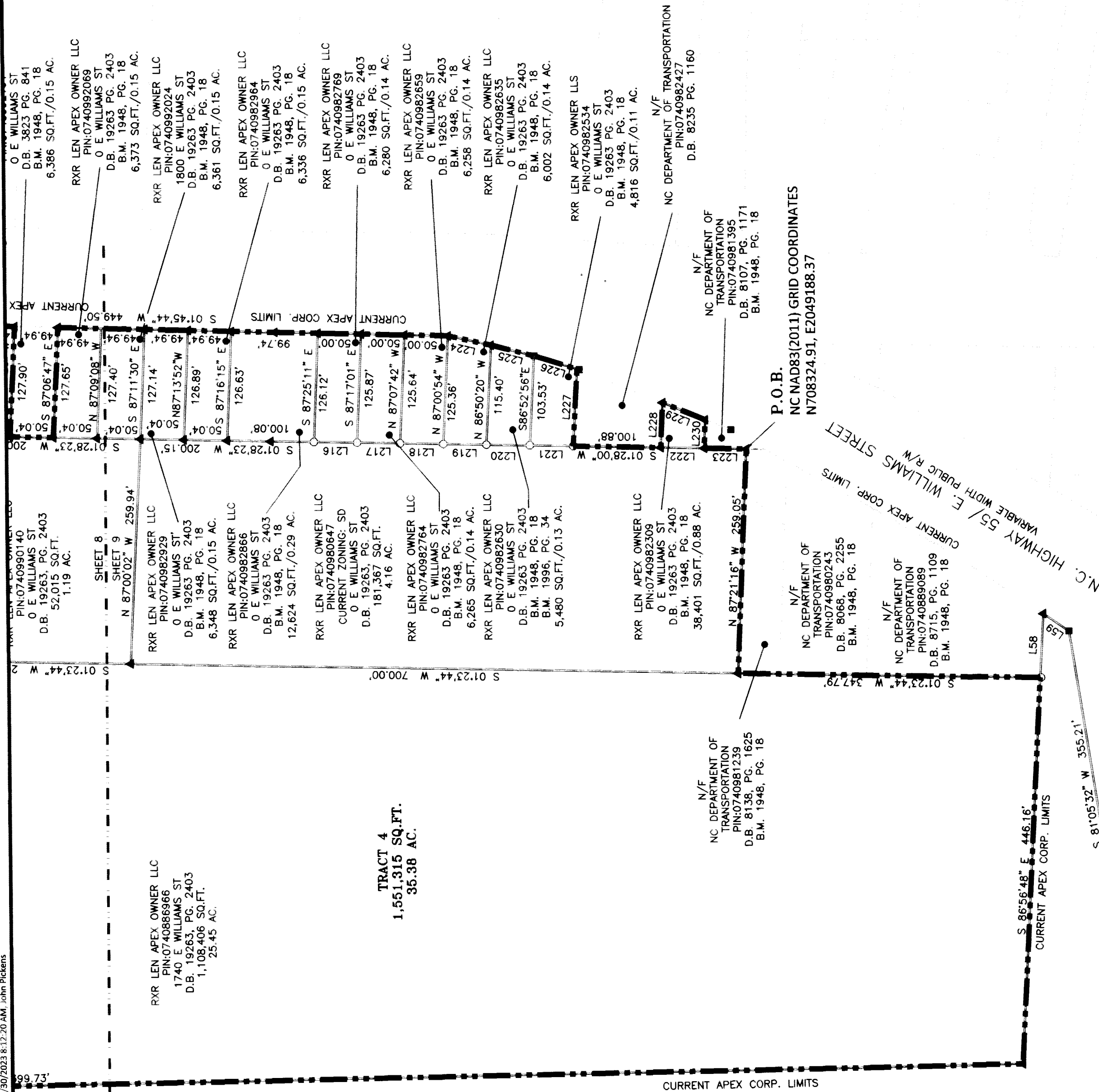
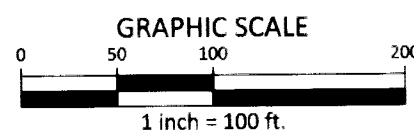
8 OF 10



SEE NOTE 2

RXR LEN APEX OWNER LLC
PIN:074098966
1740 E WILLIAMS ST
D.B. 19263 PG. 2403
1,108.406 SQ.FT.
25.45 AC.

TRACT 4
1,551,315 SQ.FT.
35.38 AC.

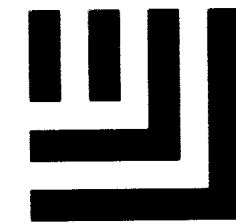


PROPERTY LINE TABLE		
LINE	BEARING	DISTANCE
L58	S 86°24'46" E	74.06'
L59	S 34°48'30" W	35.57'
L211	S 05°37'02" E	100.00'
L212	S 05°37'02" E	100.00'
L213	S 02°42'41" W	99.60'
L214	S 03°08'37" W	99.98'
L215	N 02°18'46" W	50.01'
L216	S 01°27'56" W	49.70'
L217	S 01°29'44" W	49.66'
L218	S 01°25'42" W	49.75'
L219	S 01°30'27" W	49.69'
L220	S 01°30'52" W	50.12'
L221	S 01°20'17" W	49.90'
L222	S 01°28'00" W	50.00'
L223	S 01°28'00" W	48.52'
L224	S 12°49'18" W	50.78'
L225	S 14°56'39" W	51.10'
L226	S 17°33'36" W	51.76'
L227	N 86°43'05" W	89.07'
L228	S 87°17'00" E	51.62'
L229	S 22°15'24" W	53.04'
L230	N 87°17'00" W	32.79'

TYPE OF PLAT:

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE: G.S. 47-30 (f)(1)(d). THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

John R. Pickens 10/30/2023
JOHN R. PICKENS, PROFESSIONAL LAND SURVEYOR L-3297



McADAMS

The John R. McAdams Company, Inc.
One Glenwood Avenue
Suite 201
Raleigh, NC 27603

phone 919. 823. 4300

fax 919. 361. 2269

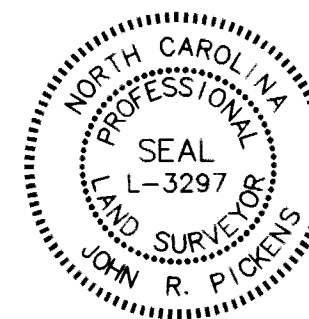
license number: C-0293, C-187

www.mcadamsco.com

CLIENT

RXR REALTY
75 ROCKEFELLER PLAZA, SUITE 1300
NEW YORK, NY 10019

VERIDEA
ANNEXATION PLAT FOR
THE TOWN OF APEX
VERIDEA PARKWAY
TOWN OF APEX, WAKE COUNTY, NORTH CAROLINA



REVISIONS

NO.	DATE	REVIEW COMMENTS
1	08.29.2023	REVIEW COMMENTS
2	10.02.2023	REVIEW COMMENTS
3	10.17.2023	UPDATE SHEET 7

PLAN INFORMATION

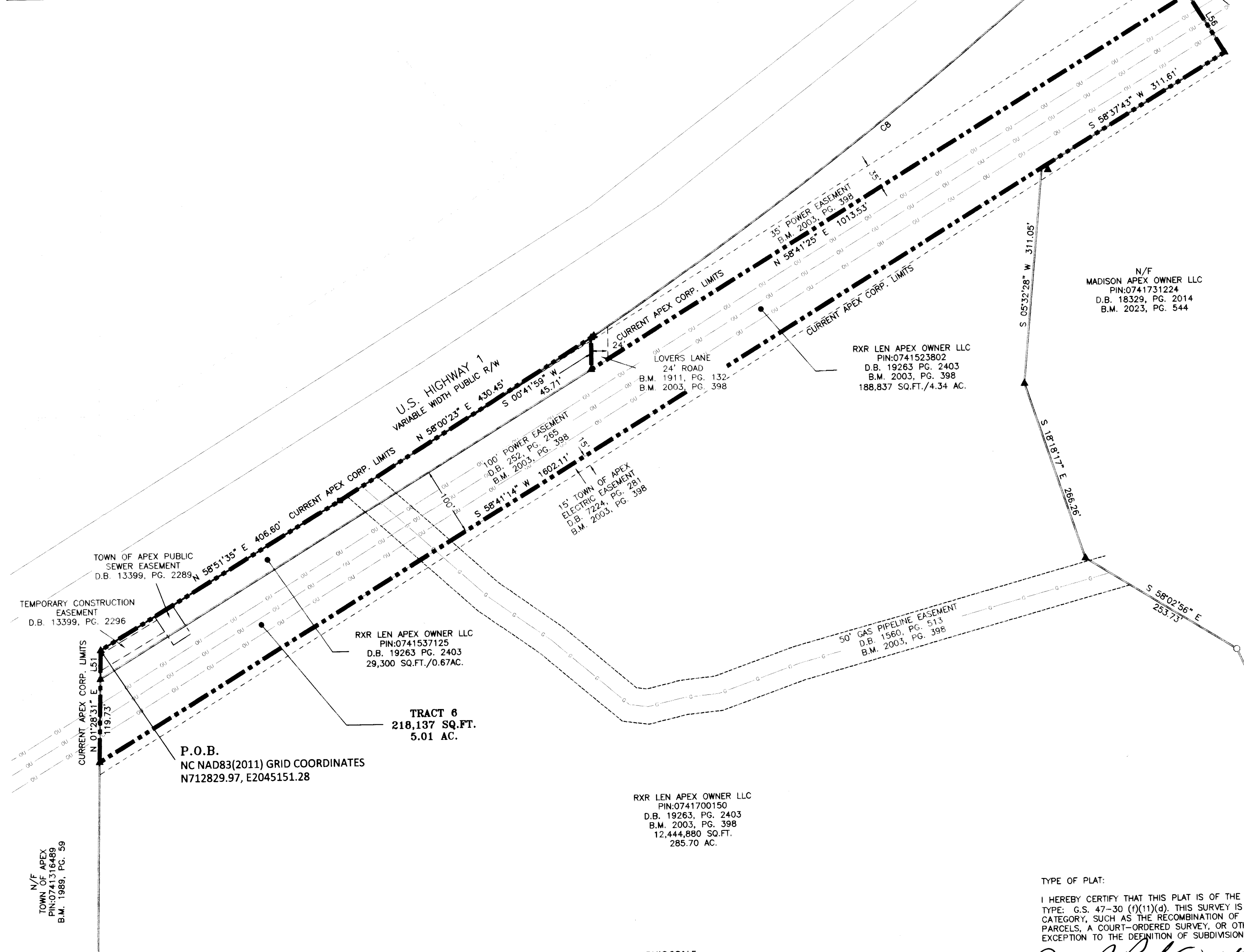
PROJECT NO. RXR22001
FILENAME RXR22001-ANX1
CHECKED BY JBT
DRAWN BY JRP
SCALE 1"=100'
DATE 07.05.2023

SHEET

9 OF 10

PROPERTY LINE TABLE		
LINE	BEARING	DISTANCE
L50	S 89°46'05" W	25.90'
L51	N 01°30'44" E	41.12'
L52	S 41°41'54" E	29.56'
L53	N 46°57'49" E	79.93'
L54	S 08°18'39" W	74.71'
L55	S 58°19'32" W	25.09'
L56	S 31°28'08" E	99.98'

PROPERTY CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C8	5860.99'	1031.97'	N 51°39'15" E	1030.63'



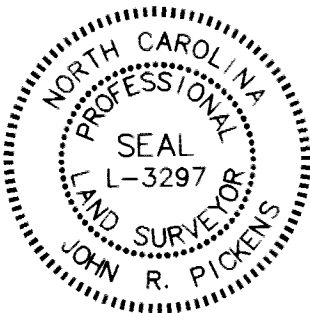


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CLIENT

RXR REALTY
 75 ROCKEFELLER PLAZA, SUITE 1300
 NEW YORK, NY 10019

VERIDEA
 ANNEXATION PLAT FOR
 THE TOWN OF APEX
 VERIDEA PARKWAY
 TOWN OF APEX, WAKE COUNTY, NORTH CAROLINA



REVISIONS

NO.	DATE	REVIEW COMMENTS
1	08.29.2023	REVIEW COMMENTS
2	10.02.2023	REVIEW COMMENTS
3	10.17.2023	UPDATE SHEET 7

PLAN INFORMATION

PROJECT NO.	RXR22001
FILENAME	RXR22001-ANX1
CHECKED BY	JBT
DRAWN BY	JRP
SCALE	1"=100'
DATE	07.05.2023

SHEET

10 OF 10

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 #:	<u>2023-016</u>	Submission Date:	<u>8-1-2023</u>
Fee Paid	<u>\$ 200.00</u>	Check #	<u>CC</u>

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

RXR LEN Apex Owner LLC	0740570836
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address
RXR LEN Apex Owner LLC	0740992169
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address
RXR LEN Apex Owner LLC	0740992069
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address

SURVEYOR INFORMATION

Surveyor: Jay Taylor (McAdams)

Phone: 919-287-0825 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:	<u>111.02</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:	_____	Sewer service (new construction)	<input checked="" type="checkbox"/>
Zoning District*:	<u>SD</u>	Receive Town Services	<input checked="" type="checkbox"/>

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

PETITION FOR VOLUNTARY ANNEXATION

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Application #: 2023-016

Submission Date: 8-1-2023

Fee Paid \$ 200.00

Check # CC

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

1. We, the undersigned owners of real property, respectfully request that the area described in Part 4 below be annexed to the Town of Apex, ☒ Wake County, ☐ Chatham County, North Carolina.
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OWNER INFORMATION

RXR LEN Apex Owner LLC

0740992024

Owner Name (Please Print)

Property PIN or Deed Book & Page #

212-390-9642

jberrios@rxr.com

Phone

E-mail Address

RXR LEN Apex Owner LLC

0740991702

Owner Name (Please Print)

Property PIN or Deed Book & Page #

212-390-9642

jberrios@rxr.com

Phone

E-mail Address

RXR LEN Apex Owner LLC

0740991337

Owner Name (Please Print)

Property PIN or Deed Book & Page #

212-390-9642

jberrios@rxr.com

Phone

E-mail Address

SURVEYOR INFORMATION

Surveyor: Jay Taylor

Phone: 919-287-0825

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:	111.02	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:		Sewer service (new construction)	<input checked="" type="checkbox"/>
Zoning District*:	SD	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 Department of Planning and Community Development with questions.

PETITION FOR VOLUNTARY ANNEXATION

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Application #:	2023-016	Submittal Date:	8-1-2023
Fee Paid	\$ 200.00	Check #	CC

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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OWNER INFORMATION

RXR LEN Apex OWNER LLC	0740991237
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address
RXR LEN Apex OWNER LLC	0740990140
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address
RXR LEN Apex OWNER LLC	0740982964
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address

SURVEYOR INFORMATION

Surveyor: Jay Taylor

Phone: 919-287-0825 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: 111.02	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: _____	Sewer service (new construction) <input checked="" type="checkbox"/>
Zoning District*: SD	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 Department of Planning and Community Development with questions.

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 #: 2023-016

Submittal Date: 8-1-2023

Fee Paid \$ 200.00

Check # CC

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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OWNER INFORMATION

RXR LEN Apex OWNER LLC

0740982929

Owner Name (Please Print)

Property PIN or Deed Book & Page #

212-390-9642

jberrios@rxr.com

Phone

E-mail Address

RXR LEN Apex OWNER LLC

0740982769

Owner Name (Please Print)

Property PIN or Deed Book & Page #

212-390-9642

jberrios@rxr.com

Phone

E-mail Address

RXR LEN Apex OWNER LLC

0740982866

Owner Name (Please Print)

Property PIN or Deed Book & Page #

212-390-9642

jberrios@rxr.com

Phone

E-mail Address

SURVEYOR INFORMATION

Surveyor: Jay Taylor

Phone: 919-287-0825

Fax:

E-mail Address: jtaylor@mcadamsco.com

ANNEXATION SUMMARY CHART

Property Information

Total Acreage to be annexed: 111.02

Population of acreage to be annexed: 0

Existing # of housing units: 0

Proposed # of housing units:

Zoning District*: SD

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

Need water service due to well failure ☐

Need sewer service due to septic system failure ☐

Water service (new construction) ☒

Sewer service (new construction) ☒

Receive Town Services ☒

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

PETITION FOR VOLUNTARY ANNEXATION

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Application #:	<u>2023-016</u>	Submission Date:	<u>8-1-2023</u>
Fee Paid	<u>\$ 200.00</u>	Check #	<u>CC</u>

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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OWNER INFORMATION

RXR LEN Apex OWNER LLC	0740982630
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address
RXR LEN Apex OWNER LLC	0740982309
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address
RXR LEN Apex OWNER LLC	0740982534
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address

SURVEYOR INFORMATION

Surveyor: Jay Taylor

Phone: 919-287-0825 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: <u>111.02</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: _____	Sewer service (new construction) <input checked="" type="checkbox"/>
Zoning District*: <u>SD</u>	Receive Town Services <input checked="" type="checkbox"/>

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OWNER INFORMATION

RXR LEN Apex OWNER LLC	0740886966
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address
RXR LEN Apex OWNER LLC	0740982764
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address
RXR LEN Apex OWNER LLC	0740982659
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address

SURVEYOR INFORMATION

Surveyor: Jay Taylor

Phone: 919-287-0825 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:	<u>111.02</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:	_____	Sewer service (new construction)	<input checked="" type="checkbox"/>
Zoning District*:	<u>SD</u>	Receive Town Services	<input checked="" type="checkbox"/>

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OWNER INFORMATION

RXR LEN Apex OWNER LLC	0740982635
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address
RXR LEN Apex OWNER LLC	0740980647
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.comv
Phone	E-mail Address
RXR LEN Apex OWNER LLC	0740992565
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address

SURVEYOR INFORMATION

Surveyor: Jay Taylor

Phone: 919-287-0825 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:	<u>111.02</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:	_____	Sewer service (new construction)	<input checked="" type="checkbox"/>
Zoning District*:	<u>SD</u>	Receive Town Services	<input checked="" type="checkbox"/>

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

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 #:	<u>2023-016</u>	Submittal Date:	<u>8-1-2023</u>
Fee Paid	<u>\$ 200.00</u>	Check #	<u>CC</u>

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

RXR LEN Apex OWNER LLC	0741523802
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address
RXR LEN Apex OWNER LLC	0741537125
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.com
Phone	E-mail Address
RXR LEN Apex OWNER LLC	0740240814, 740052449
Owner Name (Please Print)	Property PIN or Deed Book & Page #
212-390-9642	jberrios@rxr.comv
Phone	E-mail Address

SURVEYOR INFORMATION

Surveyor: Jay Taylor

Phone: 919-287-0825 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:	<u>111.02</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:	_____	Sewer service (new construction)	<input checked="" type="checkbox"/>
Zoning District*:	<u>SD</u>	Receive Town Services	<input checked="" type="checkbox"/>

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: 2023-016

Submittal Date: 8-1-2023

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, RXR LEN Apex 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 10th day of July, 2023.

Name of Limited Liability Company RXR LEN Apex Owner LLC

By: [Signature]

Signature of Member/Manager
Todd Rechler
Authorized Person

NEW YORK
STATE OF ~~NORTH CAROLINA~~
COUNTY OF ~~WAKE~~ New York

Sworn and subscribed before me, John P. Flanagan a Notary Public for the above State and County, this the 10th day of July, 2023

[Signature]
Notary Public

SEAL JOHN P FLANAGAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 02FL6399279
Qualified in Queens County
My Commission Expires 10-15-2023

My Commission Expires: 10-15-2023

COMPLETE IF IN A PARTNERSHIP

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

Name of Partnership _____

By: _____

Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 14, 2023

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to adopt a Resolution Direction the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of a Public Hearing for November 28, 2023, on the Question of Annexation - Apex Town Council's intent to annex 17.41 acres, located at 9613 Horton Road, Annexation No. 768 into the Town Corporate Limits.

Approval Recommended?

Yes

Item Details

The Town Clerk certifies to 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

- CN6-A1: Resolution Direction the Town Clerk to Investigate Petition
 - Certificate of Sufficiency by the Town Clerk
 - Resolution Setting Date of Public Hearing
- CN6-A2: Legal Description - Annexation No. 768 - 9613 Horton Road - 17.41 acres
- CN6-A3: Aerial Map - Annexation No. 768 - 9613 Horton Road - 17.41 acres
- CN6-A4: Plat Map - Annexation No. 768 - 9613 Horton Road - 17.41 acres
- CN6-A5: Annexation Petition - Annexation No. 768 - 9613 Horton Road - 17.41 acres





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

Annexation Petition No. 768
9613 Horton Road – 17.41 acres

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

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

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

This the 14th day of November, 2023.

Jacques K. Gilbert
Mayor

ATTEST:

Allen L. Coleman, CMC, NCCCC
Town Clerk



CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition No. 768
9613 Horton Road – 17.41 acres

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Apex, North Carolina this 14th day of November, 2023.

Allen L. Coleman, CMC, NCCCC
Town Clerk

(Seal)



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

Annexation Petition No. 768
9613 Horton Road – 17.41 acres

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Apex Town Hall at 6 o'clock p.m. on the 28th day of November, 2023.

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

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

This the 14th day of November, 2023.

Jacques K. Gilbert, Mayor

ATTEST:

Allen L. Coleman, Town Clerk

Attachment: Legal Description

LAWRENCE PROPERTY LOT 1



Beginning at a point on the Western R/W of Horton Rd. said point having N.C. grid coordinates of N= 702,451.03' & E= 2,012,535.45' NAD'83/2011; thence runs the following metes and bounds S 81-33'-19" W 219.74', S 53-46'-27" W 202.60', S 75-15'-45" W 136.50', S 53-46'-27" W 23.80', S 32-17'-09" W 40.95', S 53-46'-27" W 95.00', S 36-13'-33" E 140.03', S 60-03'-08" W 360.10', N 70-02'-56" W 190.98', N 01-32'-08" E 936.99', N 82-52'-11" E 788.76', S 84-51'-13" E 17.22', S 70-06'-05" E 42.08', S 54-48'-14" E 42.69', S 38-39'-12" E 41.12', S 22-54'-39" E 43.63', S 14-54'-41" E 47.61', S 13-58'-01" E 49.70', S 13-35'-09" E 49.88', S 13-36'-24" E 50.13', S 13-55'-12" E 49.99', S 13-41'-55" E 49.99', S 13-36'-55" E 49.72', S 12-38'-19" E 49.06', S 10-05'-34" E 18.22' to the point and place of beginning. This parcel contains 742,949 sq. ft. or 17.06 acres

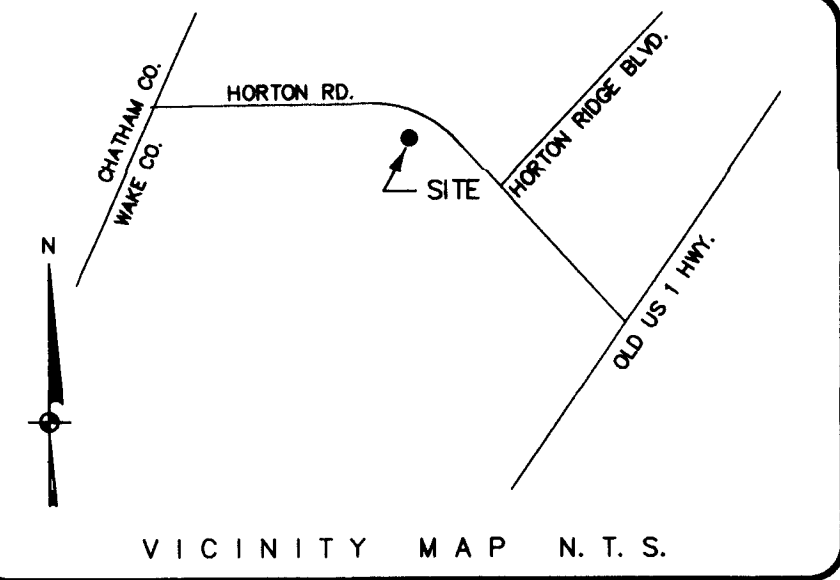
HORTON RD. R/W

Beginning at a point on the Western R/W of Horton Rd. said point having N.C. grid coordinates N= 702,451.03' & E= 2,012,535.45' NAD '83/2011; thence runs the following metes and bounds N 10-05'-34" W 18.22', N 12-38'-19" W 49.06', N 13-36'-55" W 49.72', N 13-41'-55" W 49.99', N 13-55'-12" W 49.99', N 13-36'-24" W 50.13', N 13-35'-09" W 49.88', N 13-58'-01" W 49.70', N 14-54'-41" W 47.61', N 22-54'-39" W 43.63', N 38-39'-12" W 41.12', N 50-59'-03" E 30.00', S 38-39'-12" E 45.46'', S 22-54'-39" E 49.88', S 14-54'-41" E 49.95', S 13-58'-01" E 50.05', S 13-35'-09" E 49.97, S 13-36'-24" E 50.04', S 13-55'-12" E 49.97, S 13-41'-55" E 50.07', S 13-36'-51" E 50.00', S 12-38'-19" E 49.98', S 10-05'-34" E 19.75', S 81-33'-19" W 30.01' to the point and place of beginning. This description is the Western ½ of Horton Rd. (based on a 60' R/W), along the Lawrence frontage and contains 15,213 sq. ft. or 0.35 acres.

LAWRENCE LOT 1 & R/W

Beginning at point on the Western R/W of Horton Rd. said point having N.C. grid coordinates of N=702,451.03' & E=2,012,535.45' NAD'83/2011; thence runs the following metes & bounds; S 81-33'-19" W 219.74', S 53-46'-27" W 202.60', S 75-15'-45" W 136.50', S 53-46'-27" W 23.80', S 32-17'-09" W 40.95', S 53-46'-27" W 95.00', S 36-13'-33" E 140.03', S 60-03'-08" W 360.10' N 70-02'-56" W 190.98', N 01-32'-08" E 936.99', N 82-52'-11" E 788.76', S 84-51'-13" E 17.22', S 70-06'-05" E 42.08', S 54-48'-14" E 42.69', N 50-59'-03" E 30.00', S 38-39'-12" E 45.46', S 22-54'-39" E 49.88', S 14-54'-41" E 49.95', S 13-58'-01" E 50.05', S 13-35'-09" E 49.97', S 13-36'-24" E 50.04', S 13-55'-12" E 49.97', S 13-41'-55" E 50.07', S 13-36'-51" E 50.00', S 12-38'-19" E 49.98', S 10-05'-34" E 19.75', S 81-33'-19" W 30.01' to the point and place of beginning. This description is lot 1 & the Western ½ of Horton Rd. R/W containing 758,162 sq. ft. or 17.41 acres.





ANNEXATION # _____
I, ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK,
APEX, NORTH CAROLINA CERTIFY THAT THIS A
TRUE AND EXACT MAP OF ANNEXATION ADOPTED
THE _____ DAY OF _____, 2023
BY THE TOWN COUNCIL. I SET MY HAND AND SEAL OF
THE TOWN OF APEX _____/_____/2023
ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK

SURVEYOR HAS MADE NO INVESTIGATION
OR INDEPENDENT SEARCH FOR EASEMENTS
OF RECORD, ENCUMBRANCES, RESTRICTIVE
COVENANTS, OWNERSHIP TITLE EVIDENCE OR
ANY OTHER FACTS THAT AN ACCURATE AND
CURRENT TITLE SEARCH MAY DISCLOSE

- LEGEND
- LINES SURVEYED
 - LINES NOT SURVEYED
 - E.I.P. --- EXISTING IRON PIPE
 - I.P.S. --- IRON PIPE SET
 - C.M.S. --- CONCRETE MONUMENT SET
 - E.C.M. --- EXISTING CONCRETE MONUMENT
 - P.K.S. --- P.K. NAIL SET
 - E.P.K. --- EXISTING P.K. NAIL
 - R/W --- RIGHT OF WAY
 - D.B. --- DEED BOOK
 - P.P. --- POWER POLE
 - O.H.W. --- OVER HEAD WIRE
 - R.R.S. --- RAILROAD SPIKE
 - (1234) --- ADDRESSES
 - M.I.S. --- MAXIMUM IMPERVIOUS SURFACE:

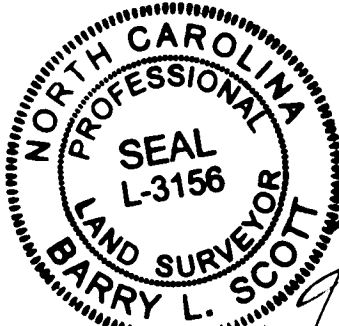
- O a. This survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.
O b. This survey is located in a portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land.
O c. Any one of the following:
1. That the survey is of an existing parcel or parcels of land and does not create a new street or change an existing street;
2. That the survey is of an existing building or other structure, or natural feature, such as a watercourse; or
3. That the survey is a control survey.
O d. This survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision.
O e. The information available to the surveyor is such that the surveyor is unable to make a determination to the best of the surveyor's professional ability as to provisions contained in (a) through (d) above.

This parcel is located in the _____ APEX Planning jurisdiction.
NORTH CAROLINA
WAKE COUNTY

I, Barry L. Scott, certify that this plat was drawn under my supervision from (an actual survey made under my supervision)(deed description recorded in Book _____, page _____, etc.)(other), that the boundaries not surveyed are clearly indicated as drawn from information found in Book _____, page _____, that the ratio of position or positional accuracy as calculated is 1:10,000+; that this plat was prepared in accordance with NCGS 47-30 amended. Witness my original signature, registration number and seal this _____ day of _____, 2023.

A.M. WILLIAMSON
DB 17626, PG. 102
PIN# 0710123481

LINE DATA		
LINE	BEARING	DISTANCE
L1	S 53°46'27" W	23.80'
L2	S 32°17'09" W	40.95'
L3	S 53°46'27" W	95.00'
L4	S 84°51'13" E	17.22'
L5	S 70°06'05" E	42.08'
L6	S 54°48'14" E	42.69'
L7	S 38°39'12" E	41.12'
L8	S 22°54'39" E	43.63'
L9	S 14°54'41" E	47.61'
L10	S 13°58'01" E	49.70'
L11	S 13°35'09" E	49.88'
L12	S 13°36'24" E	50.13'
L13	S 13°55'12" E	49.99'
L14	S 13°41'55" E	49.99'
L15	S 13°36'55" E	49.72'
L16	S 12°38'19" E	49.06'
L17	S 10°05'34" E	18.22'
L22	S 38°39'12" E	45.46'
L23	S 22°54'39" E	49.88'
L24	S 14°54'41" E	49.95'
L25	S 13°58'01" E	50.05'
L26	S 13°35'09" E	49.87'
L27	S 13°36'24" E	50.04'
L28	S 13°55'12" E	49.87'
L29	S 13°41'55" E	50.07'
L30	S 13°36'51" E	50.00'
L31	S 12°38'19" E	49.98'
L32	S 10°05'34" E	19.75'
L33	S 81°33'19" W	30.01'
L38	S 10°05'34" E	30.23'
L39	S 06°31'11" E	48.15'
L40	S 03°12'09" E	33.35'
L41	S 89°11'31" W	52.02'
L42	N50°59'03" E	30.00'

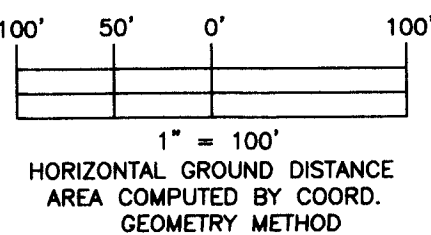


Barry L. Scott
10.31.2023

UNITED STATES OF AMERICA
DB 1860, PG. 439
PIN# 0710258692
JORDAN RESERVOIR

D. R. STIREWALT
DB 8673, PG. 638
PIN# 0710223053

PLAT REFERENCE
BOM 1989, PG. 1463 W.C.R.
BOM 2011, PG. 690 W.C.R.
BOM 2014, PG. 452 W.C.R.
BOM 2017, PG. 355 W.C.R.



LOT 1, D. W. LAWRENCE AND S. R. LAWRENCE PROPERTY AS RECORDED IN B.O.M. 2017, PG. 355 W.C.R.

THIS PLAT RECORDED IN B. O. M. / P. B. / P. C. _____, P. G. _____, WAKE COUNTY REGISTRY SHEET 1 OF 1

COMBINED SCALE FACTOR
0.99995432

ANNEXATION #498
BM 2014, PG. 452

ANNEXATION #599
BM 2017, PG. 1295

LOT 2
LAWRENCE LIVING TRUST
DB 15877, PG. 674
PIN# 0710222226

AREA IN LOT 1
742949 Sq. Feet
17.06 Acres
AREA IN LOT 1 R/W
15213 Sq. Feet
0.35 Acres
TOTAL AREA TO BE ANNEXED
758162 Sq. Feet
17.41 Acres

9613 HORTON ROAD-NEW HILL, N.C.
ANNEXATION MAP for the TOWN OF APEX

SUB/LAWREN

BARRY L. SCOTT
LAND SURVEYING
PROFESSIONAL LAND SURVEYORS
P. O. BOX 12463
RALEIGH, NORTH CAROLINA 27605
TEL: 919/859-0464
JOB NO : 23-10-01

TOWN OF APEX
OWNERS: LAWRENCE LIVING TRUST
DONALD W. LAWRENCE TRUSTEE
PARCEL(S):
COUNTY: WAKE
TOWNSHIP: BUCKHORN
ZONED: R-BOW
TAX MAP:
PIN(S): 0710129520
STATE OF NORTH CAROLINA, U.S.A.

DATE: 08-30-23	REVISED
FIELD BK:	10-01-23
SURVEYED BY:	DATE: 10-18-21
	DATE: 10-31-23

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 #: 2023-018
Fee Paid \$ 200.⁰⁰

Submittal Date: 9-1-2023
Check # 2801

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

Donald Lawrence & Sharon Lawrence, Trustees

0710129520

Owner Name (Please Print)

Property PIN or Deed Book & Page #

919-418-3631
Phone

memes1@a#.net
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: Barry L. Scott Land Surveying

Phone: 919-859-0464

Fax: 919-859-1660

E-mail Address: bls3156@gmail.com

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	<u>17.41</u> <u>17.05</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 type="checkbox"/>
Proposed # of housing units:	<u>19</u>	Sewer service (new construction)	<input type="checkbox"/>
Zoning District*:	<u>RR-CZ</u>	Receive Town Services	<input checked="" type="checkbox"/>

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Donald Lawrence, Trustee

Please Print

Donald Lawrence

Signature

Sharon Lawrence, Trustee

Please Print

Sharon J. Lawrence

Signature

Please Print

Signature

Please Print

Signature

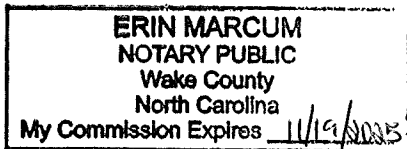
STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Erin Marcum, a Notary Public for the above State and County,
this the 31st day of August, 2023.

[Signature]

Notary Public

SEAL



My Commission Expires: November 19, 2025

COMPLETE IF A CORPORATION:

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

Corporate Name _____

SEAL

By: _____
President (Signature)

Attest:

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

LAWRENCE PROPERTY LOT 1

Beginning at a point on the Western R/W of Horton Rd. NCSR 1140 said point having N.C. grid coordinates of N= 702,452.17' and E= 2,012,534.81' (NAD'3/ 2011) Thence runs S 81-14'-03" W 219.29' to a point; thence runs S 53-46'-27" W 202.60' to a point; thence runs S 75- 15'-46" W 136.50' to a point; thence runs S 89-11'-31" W 52.11' to a point; thence runs S 32-17'-09" W 40.95' to a point; thence runs S 53-46'-27" W 95.00' to a point; thence runs S 36-13'-33" E 140.03' to a point; thence runs S 60-03'-08" W 360.10' to a point; thence runs N 70-02'-56" W 190.98' to a point; thence runs N 01-32'-08" E 936.99' to a point on the Southern R/W of Horton Rd. NCSR 1140 thence runs with Horton rd. the following metes and bounds; N 82-52'-11" E 788.76' , S 84-51'-13" E 17.22'; S 70-06'-05" E 42.08' ; S 54-48'-14" E 41.96' ; S 38-39'-12" E 41.31' ; S 22-54'-39" E 43.63' ; S 14-54'-41" E 47.61' ; S 13-58'-01" E 19.70' ; S 13-35'-09" E 49.88' ; S 13-36'-24" E 50.12' ; S 13-41'-55" E 49.99' ; S 13-36'-51" E 49.72' ; S 12-38'-19" E 49.06' ; S 10-05'-34" E 17.33' to the point and place of beginning. This lot is known as lot 1 and contains 742,622 sq. ft. or 17.05 acres as recorded in BOM 2017, pg.355 WCR.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 14, 2023

Item Details

Presenter(s): Adam Stephenson, Transportation Engineering Manager

Department(s): Transportation & Infrastructure Development

Requested Motion

Motion to award a construction contract with Browe Construction Company and the Town of Apex, for the construction of a sidewalk on the east side of Laura Duncan Road (from Pinewood Dr to Knollwood Dr), and to authorize the Interim Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

The project will construct sidewalk on the east side of Laura Duncan Road from Pinewood Drive to Knollwood Drive which includes curb and gutter, storm drainage, and widening to provide half of ultimate road cross section. Sealed bids for construction and furnishing of all materials were received and opened on Thursday, November 2, 2023. Funding for the project is provided by the Street Improvements Project Fund, Safe Routes to School account. It is the recommendation of staff that the contract be awarded to Browe Construction Company as the lowest responsive bidder.

Bid Summary:

Browe Construction Co.	\$ 893,186.50
Hollins Contracting Services	\$ 962,992.00
Engineer's Estimate	\$ 1,140,099.31
Cardinal Civil Contracting	\$ 1,198,335.00
Fred Smith Co.	\$ 1,347,724.00
Lanier Construction Co.	\$ 1,502,372.00

Attachments

- CN7-A1: Bid Tabulation - Construction Contract Award - Laura Duncan Sidewalk Project
- CN7-A2: Standard Construction Agreement - Construction Contract Award - Laura Duncan Sidewalk Project



Engineer's Estimate						
ITEM #	SECTION	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED
1	800	MOBILIZATION	LS	1	\$54,292.31	\$ 54,292.31
2	200	CLEARING & GRUBBING	LS	1	\$15,000.00	\$ 15,000.00
3	226	UNDERCUT EXCAVATION	CY	100	\$50.00	\$ 5,000.00
4	226	GRADING	LS	1	\$250,000.00	\$ 250,000.00
5	310	15" POLYPROPYLENE PIPE CULVERT	LF	1,127	\$100.00	\$ 112,700.00
6	310	18" POLYPROPYLENE PIPE CULVERT	LF	46	\$110.00	\$ 5,060.00
7	310	15" REINFORCED CONCRETE PIPE END SECTION	EA	3	\$2,500.00	\$ 7,500.00
8	340	PIPE REMOVAL	LF	809	\$25.00	\$ 20,225.00
9	545	INCIDENTAL STONE BASE	TN	35	\$50.00	\$ 1,750.00
10	607	MILLING ASPHALT PAVEMENT, 0-1.5"	SY	1,420	\$16.00	\$ 22,720.00
11	610	ASPHALT CONCRETE SURFACE COURSE, TYPE S 9.5B	TN	220	\$250.00	\$ 55,000.00
12	610	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE I 19.0C	TN	140	\$200.00	\$ 28,000.00
13	610	ASPHALT CONCRETE BASE COURSE, TYPE B 25.0C	TN	350	\$200.00	\$ 70,000.00
14	801	CONSTRUCTION SURVEYING	LS	1	\$16,000.00	\$ 16,000.00
15	840	FRAME W/ GRATE, STANDARD 840.03	EA	10	\$1,100.00	\$ 11,000.00
16	840	FRAME W/ GRATE, STANDARD 840.16	EA	2	\$1,100.00	\$ 2,200.00
17	840	CONVERT DROP INLET TO JUNCTION BOX	EA	3	\$4,000.00	\$ 12,000.00
18	840	JUNCTION BOX FRAME & COVER 840.54	EA	4	\$1,100.00	\$ 4,400.00
19	840	MASONRY DRAINAGE STRUCTURES	EA	13	\$3,500.00	\$ 45,500.00
20	840	MASONRY DRAINAGE STRUCTURES	LF	2	\$500.00	\$ 1,000.00
21	846	2'-6" CONCRETE CURB & GUTTER	LF	1,769	\$30.00	\$ 53,070.00
22	848	CONCRETE CURB RAMP	EA	5	\$2,500.00	\$ 12,500.00
23	848	CONCRETE CURB RAMP RETROFIT DOMES	EA	1	\$750.00	\$ 750.00
24	848	6" CONCRETE DRIVEWAY	SY	1,037	\$85.00	\$ 88,145.00
25	848	4" CONCRETE SIDEWALK	SY	953	\$65.00	\$ 61,945.00
26	858	ADJUSTMENT OF MANHOLES	EA	5	\$800.00	\$ 4,000.00
27	903	SUPPORTS, U-CHANNEL	EA	7	\$100.00	\$ 700.00
28	904	SIGN ERECTION, TYPE E	EA	7	\$350.00	\$ 2,450.00
29	1105	TRAFFIC CONTROL	LS	1	\$80,000.00	\$ 80,000.00
30	1510	6" DUCTILE IRON WATER LINE	LF	30	\$50.00	\$ 1,500.00
31	1510	DUCTILE IRON WATER PIPE FITTINGS	LB	256	\$30.00	\$ 7,680.00
32	1515	RELOCATE WATER METER	EA	2	\$2,000.00	\$ 4,000.00
33	SP	ADJUST WATER METERS	EA	12	\$1,600.00	\$ 19,200.00
34	SP	ADJUST SEWER CLEANOUTS	EA	5	\$1,200.00	\$ 6,000.00
35	1205	THERMO PAVEMENT MARKING LINES (4", 90 MILS)	LF	955	\$5.00	\$ 4,775.00
36	1205	THERMO PAVEMENT MARKING LINES (8", 120 MILS)	LF	307	\$20.00	\$ 6,140.00
37	1205	THERMO PAVEMENT MARKING LINES (24", 120 MILS)	LF	85	\$35.00	\$ 2,975.00
38	1605	TEMPORARY SILT & TREE PROTECTION COMBO FENCE	LF	1,852	\$6.00	\$ 11,112.00
39	1631	MATting FOR EROSION CONTROL	SY	3,162	\$5.00	\$ 15,810.00
40	1660	SEEDING	LS	1	\$10,000.00	\$ 10,000.00
41	SP	RELOCATE SCHOOL BEACON	LS	1	\$8,000.00	\$ 8,000.00
TOTAL:						\$ 1,140,099.31

Browe Construction Co.

ITEM #	SECTION	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED
1	800	MOBILIZATION	LS	1	\$40,000.00	\$ 40,000.00
2	200	CLEARING & GRUBBING	LS	1	\$20,000.00	\$ 20,000.00
3	226	UNDERCUT EXCAVATION	CY	100	\$80.00	\$ 8,000.00
4	226	GRADING	LS	1	\$120,000.00	\$ 120,000.00
5	310	15" POLYPROPYLENE PIPE CULVERT	LF	1,127	\$42.00	\$ 47,334.00
6	310	18" POLYPROPYLENE PIPE CULVERT	LF	46	\$52.00	\$ 2,392.00
7	310	15" REINFORCED CONCRETE PIPE END SECTION	EA	3	\$650.00	\$ 1,950.00
8	340	PIPE REMOVAL	LF	809	\$20.00	\$ 16,180.00
9	545	INCIDENTAL STONE BASE	TN	35	\$100.00	\$ 3,500.00
10	607	MILLING ASPHALT PAVEMENT, 0-1.5"	SY	1,420	\$9.00	\$ 12,780.00
11	610	ASPHALT CONCRETE SURFACE COURSE, TYPE S 9.5B	TN	220	\$200.00	\$ 44,000.00
12	610	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE I 19.0C	TN	140	\$200.00	\$ 28,000.00
13	610	ASPHALT CONCRETE BASE COURSE, TYPE B 25.0C	TN	350	\$200.00	\$ 70,000.00
14	801	CONSTRUCTION SURVEYING	LS	1	\$20,000.00	\$ 20,000.00
15	840	FRAME W/ GRATE, STANDARD 840.03	EA	10	\$750.00	\$ 7,500.00
16	840	FRAME W/ GRATE, STANDARD 840.16	EA	2	\$750.00	\$ 1,500.00
17	840	CONVERT DROP INLET TO JUNCTION BOX	EA	3	\$2,500.00	\$ 7,500.00
18	840	JUNCTION BOX FRAME & COVER 840.54	EA	4	\$950.00	\$ 3,800.00
19	840	MASONRY DRAINAGE STRUCTURES	EA	13	\$3,200.00	\$ 41,600.00
20	840	MASONRY DRAINAGE STRUCTURES	LF	2	\$450.00	\$ 900.00
21	846	2'-6" CONCRETE CURB & GUTTER	LF	1,769	\$42.00	\$ 74,298.00
22	848	CONCRETE CURB RAMP	EA	5	\$2,200.00	\$ 11,000.00
23	848	CONCRETE CURB RAMP RETROFIT DOMES	EA	1	\$2,500.00	\$ 2,500.00
24	848	6" CONCRETE DRIVEWAY	SY	1,037	\$90.00	\$ 93,330.00
25	848	4" CONCRETE SIDEWALK	SY	953	\$60.00	\$ 57,180.00
26	858	ADJUSTMENT OF MANHOLES	EA	5	\$950.00	\$ 4,750.00
27	903	SUPPORTS, U-CHANNEL	EA	7	\$300.00	\$ 2,100.00
28	904	SIGN ERECTION, TYPE E	EA	7	\$450.00	\$ 3,150.00
29	1105	TRAFFIC CONTROL	LS	1	\$40,000.00	\$ 40,000.00
30	1510	6" DUCTILE IRON WATER LINE	LF	30	\$110.00	\$ 3,300.00
31	1510	DUCTILE IRON WATER PIPE FITTINGS	LB	256	\$25.00	\$ 6,400.00
32	1515	RELOCATE WATER METER	EA	2	\$1,600.00	\$ 3,200.00
33	SP	ADJUST WATER METERS	EA	12	\$900.00	\$ 10,800.00
34	SP	ADJUST SEWER CLEANOUTS	EA	5	\$900.00	\$ 4,500.00
35	1205	THERMO PAVEMENT MARKING LINES (4", 90 MILS)	LF	955	\$3.50	\$ 3,342.50
36	1205	THERMO PAVEMENT MARKING LINES (8", 120 MILS)	LF	307	\$6.50	\$ 1,995.50
37	1205	THERMO PAVEMENT MARKING LINES (24", 120 MILS)	LF	85	\$22.50	\$ 1,912.50
38	1605	TEMPORARY SILT & TREE PROTECTION COMBO FENCE	LF	1,852	\$10.00	\$ 18,520.00
39	1631	MATting FOR EROSION CONTROL	SY	3,162	\$6.00	\$ 18,972.00
40	1660	SEEDING	LS	1	\$10,000.00	\$ 10,000.00
41	SP	RELOCATE SCHOOL BEACON	LS	1	\$25,000.00	\$ 25,000.00
TOTAL:						\$ 893,186.50

Hollins Contracting Services

ITEM #	SECTION	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED
1	800	MOBILIZATION	LS	1	\$45,000.00	\$ 45,000.00
2	200	CLEARING & GRUBBING	LS	1	\$15,000.00	\$ 15,000.00
3	226	UNDERCUT EXCAVATION	CY	100	\$70.00	\$ 7,000.00
4	226	GRADING	LS	1	\$198,000.00	\$ 198,000.00
5	310	15" POLYPROPYLENE PIPE CULVERT	LF	1,127	\$74.00	\$ 83,398.00
6	310	18" POLYPROPYLENE PIPE CULVERT	LF	46	\$80.00	\$ 3,680.00
7	310	15" REINFORCED CONCRETE PIPE END SECTION	EA	3	\$1,900.00	\$ 5,700.00
8	340	PIPE REMOVAL	LF	809	\$25.00	\$ 20,225.00
9	545	INCIDENTAL STONE BASE	TN	35	\$60.00	\$ 2,100.00
10	607	MILLING ASPHALT PAVEMENT, 0-1.5"	SY	1,420	\$8.00	\$ 11,360.00
11	610	ASPHALT CONCRETE SURFACE COURSE, TYPE S 9.5B	TN	220	\$248.00	\$ 54,560.00
12	610	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE I 19.0C	TN	140	\$180.00	\$ 25,200.00
13	610	ASPHALT CONCRETE BASE COURSE, TYPE B 25.0C	TN	350	\$141.00	\$ 49,350.00
14	801	CONSTRUCTION SURVEYING	LS	1	\$20,000.00	\$ 20,000.00
15	840	FRAME W/ GRATE, STANDARD 840.03	EA	10	\$1,000.00	\$ 10,000.00
16	840	FRAME W/ GRATE, STANDARD 840.16	EA	2	\$1,000.00	\$ 2,000.00
17	840	CONVERT DROP INLET TO JUNCTION BOX	EA	3	\$3,500.00	\$ 10,500.00
18	840	JUNCTION BOX FRAME & COVER 840.54	EA	4	\$1,000.00	\$ 4,000.00
19	840	MASONRY DRAINAGE STRUCTURES	EA	13	\$3,500.00	\$ 45,500.00
20	840	MASONRY DRAINAGE STRUCTURES	LF	2	\$600.00	\$ 1,200.00
21	846	2'-6" CONCRETE CURB & GUTTER	LF	1,769	\$30.00	\$ 53,070.00
22	848	CONCRETE CURB RAMP	EA	5	\$2,500.00	\$ 12,500.00
23	848	CONCRETE CURB RAMP RETROFIT DOMES	EA	1	\$800.00	\$ 800.00
24	848	6" CONCRETE DRIVEWAY	SY	1,037	\$75.00	\$ 77,775.00
25	848	4" CONCRETE SIDEWALK	SY	953	\$58.00	\$ 55,274.00
26	858	ADJUSTMENT OF MANHOLES	EA	5	\$900.00	\$ 4,500.00
27	903	SUPPORTS, U-CHANNEL	EA	7	\$150.00	\$ 1,050.00
28	904	SIGN ERECTION, TYPE E	EA	7	\$300.00	\$ 2,100.00
29	1105	TRAFFIC CONTROL	LS	1	\$70,000.00	\$ 70,000.00
30	1510	6" DUCTILE IRON WATER LINE	LF	30	\$200.00	\$ 6,000.00
31	1510	DUCTILE IRON WATER PIPE FITTINGS	LB	256	\$8.00	\$ 2,048.00
32	1515	RELOCATE WATER METER	EA	2	\$1,400.00	\$ 2,800.00
33	SP	ADJUST WATER METERS	EA	12	\$700.00	\$ 8,400.00
34	SP	ADJUST SEWER CLEANOUTS	EA	5	\$500.00	\$ 2,500.00
35	1205	THERMO PAVEMENT MARKING LINES (4", 90 MILS)	LF	955	\$3.00	\$ 2,865.00
36	1205	THERMO PAVEMENT MARKING LINES (8", 120 MILS)	LF	307	\$6.00	\$ 1,842.00
37	1205	THERMO PAVEMENT MARKING LINES (24", 120 MILS)	LF	85	\$18.00	\$ 1,530.00
38	1605	TEMPORARY SILT & TREE PROTECTION COMBO FENCE	LF	1,852	\$5.00	\$ 9,260.00
39	1631	MATting FOR EROSION CONTROL	SY	3,162	\$2.50	\$ 7,905.00
40	1660	SEEDING	LS	1	\$6,000.00	\$ 6,000.00
41	SP	RELOCATE SCHOOL BEACON	LS	1	\$21,000.00	\$ 21,000.00
TOTAL:						\$ 962,992.00

Cardinal Civil Contracting						
ITEM #	SECTION	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED
1	800	MOBILIZATION	LS	1	\$ 50,000.00	\$ 50,000.00
2	200	CLEARING & GRUBBING	LS	1	\$ 17,000.00	\$ 17,000.00
3	226	UNDERCUT EXCAVATION	CY	100	\$ 67.00	\$ 6,700.00
4	226	GRADING	LS	1	\$ 342,000.00	\$ 342,000.00
5	310	15" POLYPROPYLENE PIPE CULVERT	LF	1,127	\$ 70.00	\$ 78,890.00
6	310	18" POLYPROPYLENE PIPE CULVERT	LF	46	\$ 158.00	\$ 7,268.00
7	310	15" REINFORCED CONCRETE PIPE END SECTION	EA	3	\$ 2,070.00	\$ 6,210.00
8	340	PIPE REMOVAL	LF	809	\$ 45.00	\$ 36,405.00
9	545	INCIDENTAL STONE BASE	TN	35	\$ 131.00	\$ 4,585.00
10	607	MILLING ASPHALT PAVEMENT, 0-1.5"	SY	1,420	\$ 12.00	\$ 17,040.00
11	610	ASPHALT CONCRETE SURFACE COURSE, TYPE S 9.5B	TN	220	\$ 162.00	\$ 35,640.00
12	610	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE I 19.0C	TN	140	\$ 158.00	\$ 22,120.00
13	610	ASPHALT CONCRETE BASE COURSE, TYPE B 25.0C	TN	350	\$ 158.00	\$ 55,300.00
14	801	CONSTRUCTION SURVEYING	LS	1	\$ 29,600.00	\$ 29,600.00
15	840	FRAME W/ GRATE, STANDARD 840.03	EA	10	\$ 1,208.00	\$ 12,080.00
16	840	FRAME W/ GRATE, STANDARD 840.16	EA	2	\$ 1,080.00	\$ 2,160.00
17	840	CONVERT DROP INLET TO JUNCTION BOX	EA	3	\$ 1,975.00	\$ 5,925.00
18	840	JUNCTION BOX FRAME & COVER 840.54	EA	4	\$ 830.00	\$ 3,320.00
19	840	MASONRY DRAINAGE STRUCTURES	EA	13	\$ 2,700.00	\$ 35,100.00
20	840	MASONRY DRAINAGE STRUCTURES	LF	2	\$ 710.00	\$ 1,420.00
21	846	2'-6" CONCRETE CURB & GUTTER	LF	1,769	\$ 28.25	\$ 49,974.25
22	848	CONCRETE CURB RAMP	EA	5	\$ 2,625.00	\$ 13,125.00
23	848	CONCRETE CURB RAMP RETROFIT DOMES	EA	1	\$ 895.00	\$ 895.00
24	848	6" CONCRETE DRIVEWAY	SY	1,037	\$ 83.00	\$ 86,071.00
25	848	4" CONCRETE SIDEWALK	SY	953	\$ 59.25	\$ 56,465.25
26	858	ADJUSTMENT OF MANHOLES	EA	5	\$ 600.00	\$ 3,000.00
27	903	SUPPORTS, U-CHANNEL	EA	7	\$ 10.00	\$ 70.00
28	904	SIGN ERECTION, TYPE E	EA	7	\$ 365.00	\$ 2,555.00
29	1105	TRAFFIC CONTROL	LS	1	\$ 139,000.00	\$ 139,000.00
30	1510	6" DUCTILE IRON WATER LINE	LF	30	\$ 150.00	\$ 4,500.00
31	1510	DUCTILE IRON WATER PIPE FITTINGS	LB	256	\$ 50.00	\$ 12,800.00
32	1515	RELOCATE WATER METER	EA	2	\$ 2,150.00	\$ 4,300.00
33	SP	ADJUST WATER METERS	EA	12	\$ 1,315.00	\$ 15,780.00
34	SP	ADJUST SEWER CLEANOUTS	EA	5	\$ 1,550.00	\$ 7,750.00
35	1205	THERMO PAVEMENT MARKING LINES (4", 90 MILS)	LF	955	\$ 2.65	\$ 2,530.75
36	1205	THERMO PAVEMENT MARKING LINES (8", 120 MILS)	LF	307	\$ 5.25	\$ 1,611.75
37	1205	THERMO PAVEMENT MARKING LINES (24", 120 MILS)	LF	85	\$ 18.00	\$ 1,530.00
38	1605	TEMPORARY SILT & TREE PROTECTION COMBO FENCE	LF	1,852	\$ 4.25	\$ 7,871.00
39	1631	MATting FOR EROSION CONTROL	SY	3,162	\$ 1.50	\$ 4,743.00
40	1660	SEEDING	LS	1	\$ 8,000.00	\$ 8,000.00
41	SP	RELOCATE SCHOOL BEACON	LS	1	\$ 7,000.00	\$ 7,000.00
TOTAL:						\$ 1,198,335.00

Fred Smith Co.

ITEM #	SECTION	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED
1	800	MOBILIZATION	LS	1	\$67,100.00	\$ 67,100.00
2	200	CLEARING & GRUBBING	LS	1	\$69,000.00	\$ 69,000.00
3	226	UNDERCUT EXCAVATION	CY	100	\$80.00	\$ 8,000.00
4	226	GRADING	LS	1	\$260,000.00	\$ 260,000.00
5	310	15" POLYPROPYLENE PIPE CULVERT	LF	1,127	\$110.00	\$ 123,970.00
6	310	18" POLYPROPYLENE PIPE CULVERT	LF	46	\$115.00	\$ 5,290.00
7	310	15" REINFORCED CONCRETE PIPE END SECTION	EA	3	\$1,700.00	\$ 5,100.00
8	340	PIPE REMOVAL	LF	809	\$35.00	\$ 28,315.00
9	545	INCIDENTAL STONE BASE	TN	35	\$80.00	\$ 2,800.00
10	607	MILLING ASPHALT PAVEMENT, 0-1.5"	SY	1,420	\$6.50	\$ 9,230.00
11	610	ASPHALT CONCRETE SURFACE COURSE, TYPE S 9.5B	TN	220	\$195.00	\$ 42,900.00
12	610	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE I 19.0C	TN	140	\$175.00	\$ 24,500.00
13	610	ASPHALT CONCRETE BASE COURSE, TYPE B 25.0C	TN	350	\$160.00	\$ 56,000.00
14	801	CONSTRUCTION SURVEYING	LS	1	\$14,000.00	\$ 14,000.00
15	840	FRAME W/ GRATE, STANDARD 840.03	EA	10	\$1,150.00	\$ 11,500.00
16	840	FRAME W/ GRATE, STANDARD 840.16	EA	2	\$1,100.00	\$ 2,200.00
17	840	CONVERT DROP INLET TO JUNCTION BOX	EA	3	\$4,500.00	\$ 13,500.00
18	840	JUNCTION BOX FRAME & COVER 840.54	EA	4	\$1,100.00	\$ 4,400.00
19	840	MASONRY DRAINAGE STRUCTURES	EA	13	\$4,500.00	\$ 58,500.00
20	840	MASONRY DRAINAGE STRUCTURES	LF	2	\$275.00	\$ 550.00
21	846	2'-6" CONCRETE CURB & GUTTER	LF	1,769	\$35.00	\$ 61,915.00
22	848	CONCRETE CURB RAMP	EA	5	\$2,400.00	\$ 12,000.00
23	848	CONCRETE CURB RAMP RETROFIT DOMES	EA	1	\$1,850.00	\$ 1,850.00
24	848	6" CONCRETE DRIVEWAY	SY	1,037	\$80.00	\$ 82,960.00
25	848	4" CONCRETE SIDEWALK	SY	953	\$55.00	\$ 52,415.00
26	858	ADJUSTMENT OF MANHOLES	EA	5	\$1,300.00	\$ 6,500.00
27	903	SUPPORTS, U-CHANNEL	EA	7	\$6.00	\$ 42.00
28	904	SIGN ERECTION, TYPE E	EA	7	\$345.00	\$ 2,415.00
29	1105	TRAFFIC CONTROL	LS	1	\$220,000.00	\$ 220,000.00
30	1510	6" DUCTILE IRON WATER LINE	LF	30	\$800.00	\$ 24,000.00
31	1510	DUCTILE IRON WATER PIPE FITTINGS	LB	256	\$40.00	\$ 10,240.00
32	1515	RELOCATE WATER METER	EA	2	\$2,600.00	\$ 5,200.00
33	SP	ADJUST WATER METERS	EA	12	\$815.00	\$ 9,780.00
34	SP	ADJUST SEWER CLEANOUTS	EA	5	\$815.00	\$ 4,075.00
35	1205	THERMO PAVEMENT MARKING LINES (4", 90 MILS)	LF	955	\$3.00	\$ 2,865.00
36	1205	THERMO PAVEMENT MARKING LINES (8", 120 MILS)	LF	307	\$6.00	\$ 1,842.00
37	1205	THERMO PAVEMENT MARKING LINES (24", 120 MILS)	LF	85	\$13.00	\$ 1,105.00
38	1605	TEMPORARY SILT & TREE PROTECTION COMBO FENCE	LF	1,852	\$5.00	\$ 9,260.00
39	1631	MATting FOR EROSION CONTROL	SY	3,162	\$2.50	\$ 7,905.00
40	1660	SEEDING	LS	1	\$7,000.00	\$ 7,000.00
41	SP	RELOCATE SCHOOL BEACON	LS	1	\$17,500.00	\$ 17,500.00
TOTAL:						\$ 1,347,724.00

Lanier Construction Co.

ITEM #	SECTION	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED
1	800	MOBILIZATION	LS	1	\$72,000.00	\$ 72,000.00
2	200	CLEARING & GRUBBING	LS	1	\$25,000.00	\$ 25,000.00
3	226	UNDERCUT EXCAVATION	CY	100	\$50.00	\$ 5,000.00
4	226	GRADING	LS	1	\$325,000.00	\$ 325,000.00
5	310	15" POLYPROPYLENE PIPE CULVERT	LF	1,127	\$105.00	\$ 118,335.00
6	310	18" POLYPROPYLENE PIPE CULVERT	LF	46	\$130.00	\$ 5,980.00
7	310	15" REINFORCED CONCRETE PIPE END SECTION	EA	3	\$2,500.00	\$ 7,500.00
8	340	PIPE REMOVAL	LF	809	\$18.00	\$ 14,562.00
9	545	INCIDENTAL STONE BASE	TN	35	\$60.00	\$ 2,100.00
10	607	MILLING ASPHALT PAVEMENT, 0-1.5"	SY	1,420	\$20.00	\$ 28,400.00
11	610	ASPHALT CONCRETE SURFACE COURSE, TYPE S 9.5B	TN	220	\$285.00	\$ 62,700.00
12	610	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE I 19.0C	TN	140	\$240.00	\$ 33,600.00
13	610	ASPHALT CONCRETE BASE COURSE, TYPE B 25.0C	TN	350	\$240.00	\$ 84,000.00
14	801	CONSTRUCTION SURVEYING	LS	1	\$35,000.00	\$ 35,000.00
15	840	FRAME W/ GRATE, STANDARD 840.03	EA	10	\$1,300.00	\$ 13,000.00
16	840	FRAME W/ GRATE, STANDARD 840.16	EA	2	\$1,250.00	\$ 2,500.00
17	840	CONVERT DROP INLET TO JUNCTION BOX	EA	3	\$2,500.00	\$ 7,500.00
18	840	JUNCTION BOX FRAME & COVER 840.54	EA	4	\$1,050.00	\$ 4,200.00
19	840	MASONRY DRAINAGE STRUCTURES	EA	13	\$4,800.00	\$ 62,400.00
20	840	MASONRY DRAINAGE STRUCTURES	LF	2	\$325.00	\$ 650.00
21	846	2'-6" CONCRETE CURB & GUTTER	LF	1,769	\$34.00	\$ 60,146.00
22	848	CONCRETE CURB RAMP	EA	5	\$4,000.00	\$ 20,000.00
23	848	CONCRETE CURB RAMP RETROFIT DOMES	EA	1	\$1,050.00	\$ 1,050.00
24	848	6" CONCRETE DRIVEWAY	SY	1,037	\$95.00	\$ 98,515.00
25	848	4" CONCRETE SIDEWALK	SY	953	\$75.00	\$ 71,475.00
26	858	ADJUSTMENT OF MANHOLES	EA	5	\$1,500.00	\$ 7,500.00
27	903	SUPPORTS, U-CHANNEL	EA	7	\$175.00	\$ 1,225.00
28	904	SIGN ERECTION, TYPE E	EA	7	\$150.00	\$ 1,050.00
29	1105	TRAFFIC CONTROL	LS	1	\$250,000.00	\$ 250,000.00
30	1510	6" DUCTILE IRON WATER LINE	LF	30	\$225.00	\$ 6,750.00
31	1510	DUCTILE IRON WATER PIPE FITTINGS	LB	256	\$31.50	\$ 8,064.00
32	1515	RELOCATE WATER METER	EA	2	\$1,050.00	\$ 2,100.00
33	SP	ADJUST WATER METERS	EA	12	\$1,200.00	\$ 14,400.00
34	SP	ADJUST SEWER CLEANOUTS	EA	5	\$750.00	\$ 3,750.00
35	1205	THERMO PAVEMENT MARKING LINES (4", 90 MILS)	LF	955	\$2.50	\$ 2,387.50
36	1205	THERMO PAVEMENT MARKING LINES (8", 120 MILS)	LF	307	\$5.50	\$ 1,688.50
37	1205	THERMO PAVEMENT MARKING LINES (24", 120 MILS)	LF	85	\$20.00	\$ 1,700.00
38	1605	TEMPORARY SILT & TREE PROTECTION COMBO FENCE	LF	1,852	\$4.50	\$ 8,334.00
39	1631	MATting FOR EROSION CONTROL	SY	3,162	\$5.00	\$ 15,810.00
40	1660	SEEDING	LS	1	\$6,500.00	\$ 6,500.00
41	SP	RELOCATE SCHOOL BEACON	LS	1	\$10,500.00	\$ 10,500.00
TOTAL:						\$ 1,502,372.00

Pacos Construction Co.

ITEM #	SECTION	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED
1	800	MOBILIZATION	LS	1	\$51,000.00	\$ 51,000.00
2	200	CLEARING & GRUBBING	LS	1	\$22,000.00	\$ 22,000.00
3	226	UNDERCUT EXCAVATION	CY	100	\$50.00	\$ 5,000.00
4	226	GRADING	LS	1	\$295,000.00	\$ 295,000.00
5	310	15" POLYPROPYLENE PIPE CULVERT	LF	1,127	\$68.00	\$ 76,636.00
6	310	18" POLYPROPYLENE PIPE CULVERT	LF	46	\$90.00	\$ 4,140.00
7	310	15" REINFORCED CONCRETE PIPE END SECTION	EA	3	\$1,700.00	\$ 5,100.00
8	340	PIPE REMOVAL	LF	809	\$25.00	\$ 20,225.00
9	545	INCIDENTAL STONE BASE	TN	35		\$ -
10	607	MILLING ASPHALT PAVEMENT, 0-1.5"	SY	1,420	\$18.00	\$ 25,560.00
11	610	ASPHALT CONCRETE SURFACE COURSE, TYPE S 9.5B	TN	220	\$180.00	\$ 39,600.00
12	610	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE I 19.0C	TN	140	\$180.00	\$ 25,200.00
13	610	ASPHALT CONCRETE BASE COURSE, TYPE B 25.0C	TN	350	\$180.00	\$ 63,000.00
14	801	CONSTRUCTION SURVEYING	LS	1	\$22,000.00	\$ 22,000.00
15	840	FRAME W/ GRATE, STANDARD 840.03	EA	10	\$1,050.00	\$ 10,500.00
16	840	FRAME W/ GRATE, STANDARD 840.16	EA	2	\$1,050.00	\$ 2,100.00
17	840	CONVERT DROP INLET TO JUNCTION BOX	EA	3	\$2,300.00	\$ 6,900.00
18	840	JUNCTION BOX FRAME & COVER 840.54	EA	4	\$750.00	\$ 3,000.00
19	840	MASONRY DRAINAGE STRUCTURES	EA	13	\$4,200.00	\$ 54,600.00
20	840	MASONRY DRAINAGE STRUCTURES	LF	2	\$750.00	\$ 1,500.00
21	846	2'-6" CONCRETE CURB & GUTTER	LF	1,769	\$32.00	\$ 56,608.00
22	848	CONCRETE CURB RAMP	EA	5	\$3,200.00	\$ 16,000.00
23	848	CONCRETE CURB RAMP RETROFIT DOMES	EA	1	\$1,700.00	\$ 1,700.00
24	848	6" CONCRETE DRIVEWAY	SY	1,037	\$85.00	\$ 88,145.00
25	848	4" CONCRETE SIDEWALK	SY	953	\$58.00	\$ 55,274.00
26	858	ADJUSTMENT OF MANHOLES	EA	5	\$1,600.00	\$ 8,000.00
27	903	SUPPORTS, U-CHANNEL	EA	7	\$150.00	\$ 1,050.00
28	904	SIGN ERECTION, TYPE E	EA	7	\$250.00	\$ 1,750.00
29	1105	TRAFFIC CONTROL	LS	1	\$60,000.00	\$ 60,000.00
30	1510	6" DUCTILE IRON WATER LINE	LF	30	\$120.00	\$ 3,600.00
31	1510	DUCTILE IRON WATER PIPE FITTINGS	LB	256	\$60.00	\$ 15,360.00
32	1515	RELOCATE WATER METER	EA	2	\$3,500.00	\$ 7,000.00
33	SP	ADJUST WATER METERS	EA	12	\$750.00	\$ 9,000.00
34	SP	ADJUST SEWER CLEANOUTS	EA	5	\$250.00	\$ 1,250.00
35	1205	THERMO PAVEMENT MARKING LINES (4", 90 MILS)	LF	955	\$3.00	\$ 2,865.00
36	1205	THERMO PAVEMENT MARKING LINES (8", 120 MILS)	LF	307	\$5.50	\$ 1,688.50
37	1205	THERMO PAVEMENT MARKING LINES (24", 120 MILS)	LF	85	\$20.00	\$ 1,700.00
38	1605	TEMPORARY SILT & TREE PROTECTION COMBO FENCE	LF	1,852	\$5.00	\$ 9,260.00
39	1631	MATting FOR EROSION CONTROL	SY	3,162	\$4.00	\$ 12,648.00
40	1660	SEEDING	LS	1	\$6,000.00	\$ 6,000.00
41	SP	RELOCATE SCHOOL BEACON	LS	1	\$7,000.00	\$ 7,000.00

TOTAL: **\$ 1,098,959.50**

non-responsive

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**PURCHASE ORDER #
STANDARD CONSTRUCTION AGREEMENT**

THIS AGREEMENT is entered into this ____ day of _____, 2023 by and between, Browe Construction Company, a North Carolina Company with its principal business offices located at 451 Oak Tree Drive, Selma, NC 27576 (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 shall furnish all labor, material, and equipment necessary to perform and complete the work as identified in the attached “TID-23-04 Laura Duncan Sidewalk” at the locations and to the specifications outlined in the “Contract Documents.” The Contract Documents include this Agreement and those documents identified in Sections 2 and 32 of this Agreement. In the event of a conflict between any of the Contract Documents and this Agreement, this Agreement shall control.

2. SPECIFICATIONS.

Contractor shall perform the services in accordance with the Contract Documents specified below which are hereby incorporated into this Agreement:

1. Plan sheets
2. Town of Apex Standard Specifications and Standard Details
3. NCDOT 2018 Standard Specifications for Roads and Structures
4. NCDOT 2018 Roadway Standard Drawings
5. US DOT Manual on Uniform Traffic Control Devices, including any NC Supplement

3. TIME OF COMMENCEMENT AND COMPLETION.

Contractor shall commence the work required in this Agreement no later than 30 days after the date of execution of this Agreement and complete the work within **240** calendar days after the date of commencement. If Contractor has not satisfactorily performed 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. In the alternate, the Town in its sole discretion may for each calendar day past this contract time receive **\$700** per day as liquidated damages. Any changes to the schedule(s) provided in this Agreement or the Specifications 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 based on the price and quantities reflected on the “TID-23-04 Laura Duncan Sidewalk Bid Tabulation” as those numbers pertain to the Browe Construction Company bid. The total bid, which is not to be exceeded, is in the amount of \$893,186.50. Contractor shall submit a monthly invoice for partial payments based on the components that have been completed.

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 within thirty (30) days of invoice unless a bona fide dispute exists between Town and Contractor concerning the accuracy of said invoice or the services covered thereby.

5. CHANGE ORDERS.

No changes in work may proceed unless a Change Order is approved by the Town. In the event a change in work is requested, 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. All Change Order approvals shall be in writing.

6. 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.

7. 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 the Contract Documents. This Agreement shall be governed by the laws of the State of North Carolina.

8. 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).

9. 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.

10. 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.

11. 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 shall be provided to the Town prior to the start of the work contemplated by this Agreement and are considered part of this Agreement. 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.

12. 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.

13. 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.

14. 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.

15. 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:

Browe Construction Company
Attn: Tim Quinn
451 Oak Tree Drive
Selma, NC 27576
tim.quinn@browecon.com

TO TOWN:

Town of Apex
Attn: Adam Stephenson
PO Box 250
Apex, NC 27502
adam.stephenson@apexnc.org

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. BINDING EFFECT.

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

24. 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.

25. 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.

26. 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.

27. IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 147-86.60

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

28. 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.

29. 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.

30. CONTRACTOR'S WARRANTIES

The Contractor hereby warrants and represents that it will be responsible for the maintenance and correction of any work completed pursuant to this Agreement that is defective at construction or may become defective due to negligence or faulty workmanship or materials for a period of one (1) year after final acceptance by the Town of the work performed.

31. BOND REQUIREMENTS

Contractor agrees to provide the Town of Apex with a contract payment bond and a contract performance bond each in an amount equal to 100 percent of the amount of the Agreement. All bonds shall be in accordance with N.C.G.S. 44A-33. The corporate surety furnishing the bonds shall be authorized to do business in the State of North Carolina. Failure to provide acceptable bonds shall be just cause for rescinding the award of the Agreement and forfeiture of the bid bond or bid deposit.

32. INCORPORATION OF DOCUMENTS

The following are included in the Contract Documents and are hereby incorporated by reference into this Agreement as if fully set forth herein:

- A. Bid Advertisement
- B. Bid Form
- C. Bid Form Submission
- D. Notice of Award
- E. Notice to Proceed
- F. Special Provisions/Specifications
- G. Plan Sheets/Maps
- H. Addenda
- I. Certificate of Insurance

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

Contractor

Name: Browe Construction Company
Name of Contractor (type or print)

By: _____
(Signature)

Print Name: _____

Title: _____

Attest:

(Secretary, if a corporation)

Town of Apex

Shawn Purvis, Interim Town Manager

Attest:

Allen L. Coleman, Town Clerk

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

Antwan Morrison, Finance Director

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 14, 2023

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 meeting:

- October 19, 2023 - Town Council Work Session Meeting Minutes
- October 24, 2023 - Regular Town Council Meeting Minutes
- October 27, 2023 - Town Council Strategic Planning Work Session Meeting Minutes

Approval Recommended?

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

Item Details

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

Attachments

- CN8-A1: **DRAFT** Minutes - October 19, 2023 - Town Council Work Session Meeting Minutes
- CN8-A2: **DRAFT** Minutes - October 24, 2023 - Regular Town Council Meeting Minutes
- CN8-A3: **DRAFT** Minutes - October 27, 2023 - Town Council Strategic Planning Work Session Meeting Minutes



DRAFT MINUTES

**TOWN OF APEX
TOWN COUNCIL WORK SESSION
THURSDAY, OCTOBER 19, 2023
3:30 P.M.**

The Apex Town Council met for a work session on Thursday, October 19, 2023 at 3:30 p.m. at the Apex Town Hall located at 73 Hunter Street in Apex North Carolina.

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

<https://www.youtube.com/watch?v=p7i5mnQVpsA>

[ATTENDANCE]

Elected Body

Mayor Jacques K. Gilbert (presiding)
Mayor Pro-Tempore Audra Killingsworth
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
Deputy Town Attorney Brian Meyer
Town Clerk Allen Coleman
Deputy Town Clerk Ashley Gentry
Budget and Performance Director Amanda Grogan
Finance Director Antwan Morrison
Parks, Recreation, and Cultural Resources Director Craig Seltzer
Water Resources Director Mike Deaton
All other staff members will be identified appropriately below.

[COMMENCEMENT]

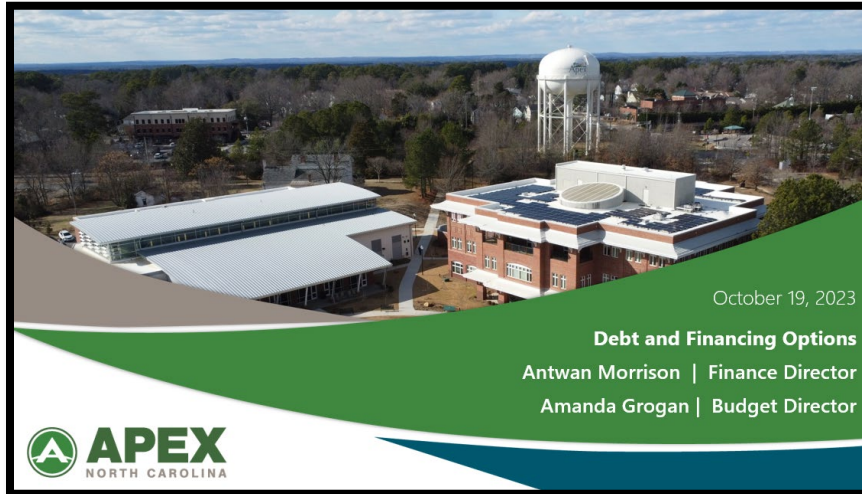
Mayor Gilbert called the meeting to order at 3:32 p.m. and led the Pledge of Allegiance. He then said Councilmember Gray will arrive around 4 p.m.

DRAFT MINUTES

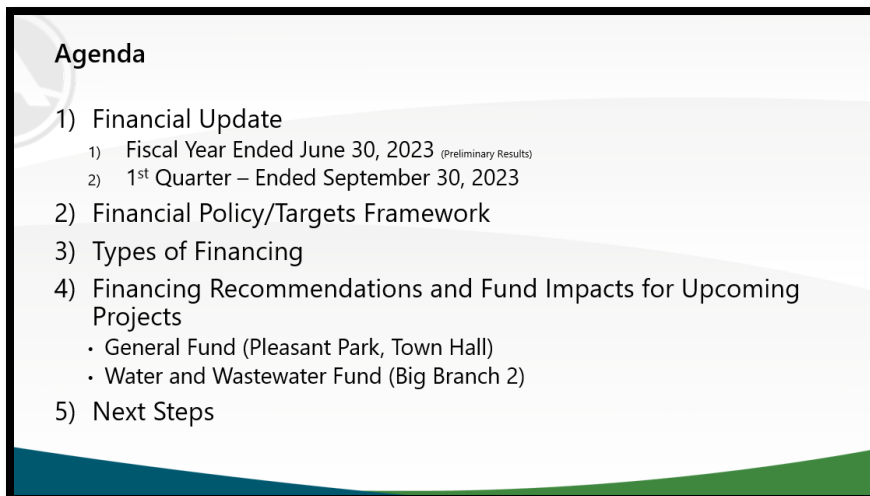
[ITEM NO. 1 - FIRST QUARTER FINANCIAL UPDATE]

Antwan Morrison, Finance Director, gave a Financial update for Fiscal Year 2023.

[SLIDE-1]

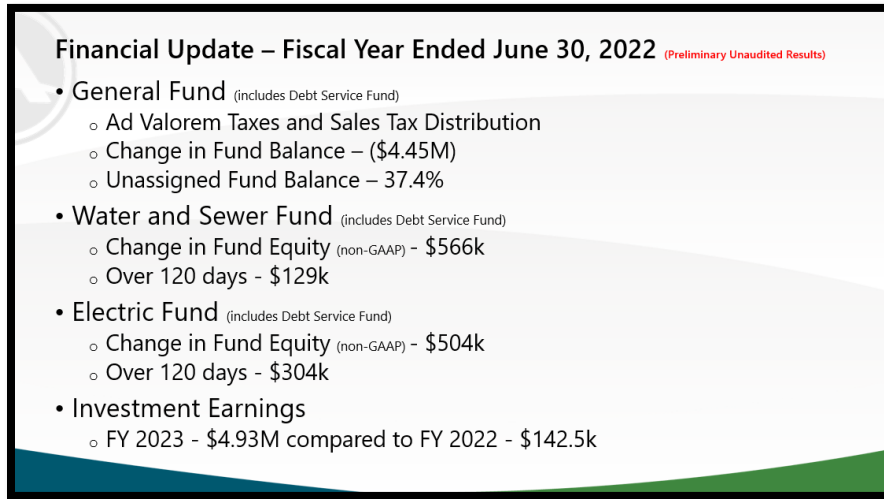


[SLIDE-2]



DRAFT MINUTES

1 [SLIDE-3]



2

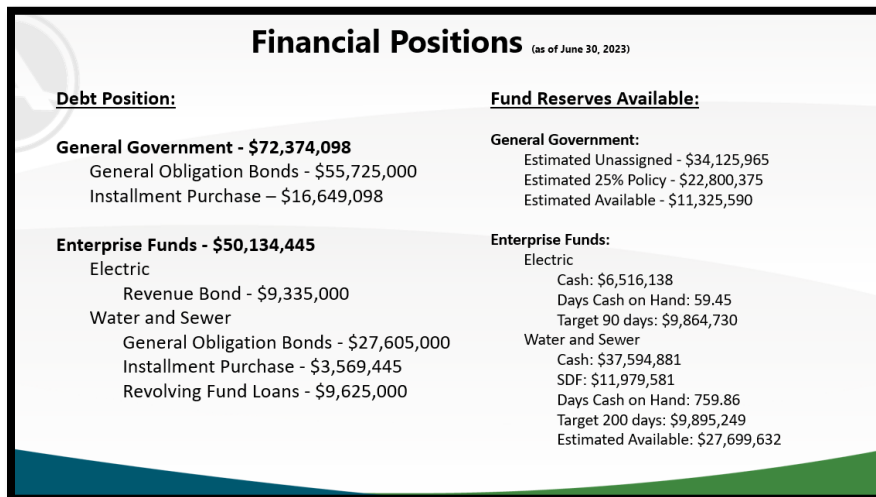
3 **Councilmember Mahaffey** said his impression of the Town's investments was that
4 they were in secure investments.

5 **Director Morrison** said he meant diverse as in not in a single bank.

6 **Councilmember Zegerman** asked what is the actual fund balance.

7 **Director Morrison** said he can get that information to him.

8 [SLIDE-4]



9

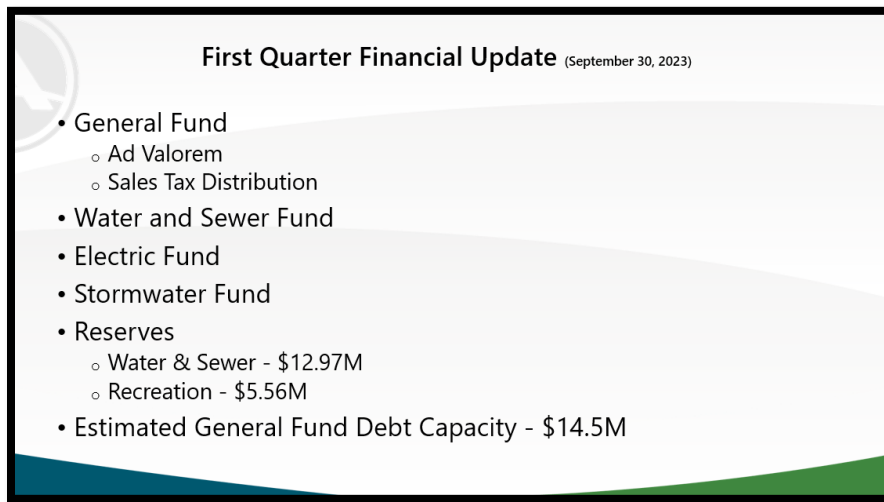
10 **Councilmember Zegerman** referenced future projects and said one of those may be
11 the Western Wake Reclamation Facility a few years from now.

12 **Director Morrison** said it's up to the pleasure of the Council. He said they have funds
13 available, and they can direct them wherever Council wants to prioritize.

14

DRAFT MINUTES

[SLIDE-5]



Councilmember Gantt asked if 14 million reflects the town's growth and debt that's been retired.

Director Morrison said that's correct.

Councilmember Mahaffey said it's not a tremendous amount of money for a bond.

Councilmember Gantt they have done a bond every four years in part to increase capacity, but they typically wouldn't do it every year.

Interim Town Manager Purvis said it depends on what it's worth because there are costs associated with it as well.

Councilmember Zegerman said the town just issued a partial bond and said this could help offset a future bond sale or cover inflation.

Director Morrison said the issuance was already authorized and this bond would have no effect.

Councilman Zegerman asked if the 40 million will help offset the costs if it comes in at 50 million or more, or if the cost is the estimated 40, they had reserved they could tap into.

Interim Town Manager Purvis said that is correct. He said the 14 million is debt capacity, and not necessarily a bond. He said the town will be going through reevaluation in the next year, which may have an impact on these numbers.

Councilmember Gantt asked if the town did a revenue neutral rate next year would the debt capacity go up if housing prices went up.

Interim Town Manager Purvis said it depends on some factors like bond ratings as well as the town's operating capacity to handle debt services.

DRAFT MINUTES

Councilmember Zegerman asked is the town capped by the internal policy of not having debt service more than 12 percent.

Interim Town Manager Purvis said that is correct. He said that also speaks to the operational side and they also play off each other with checks and balances. He said the bond rating agency looks at many things and the town tries to stay within their boundaries.

Councilmember Mahaffey said his understanding was that 14.5 million was not authorized to take on as debt and asked are there other debt mechanisms that are out there.

Interim Town Manager Purvis said there are other debt mechanisms and the town is going to provide some education on that as well.

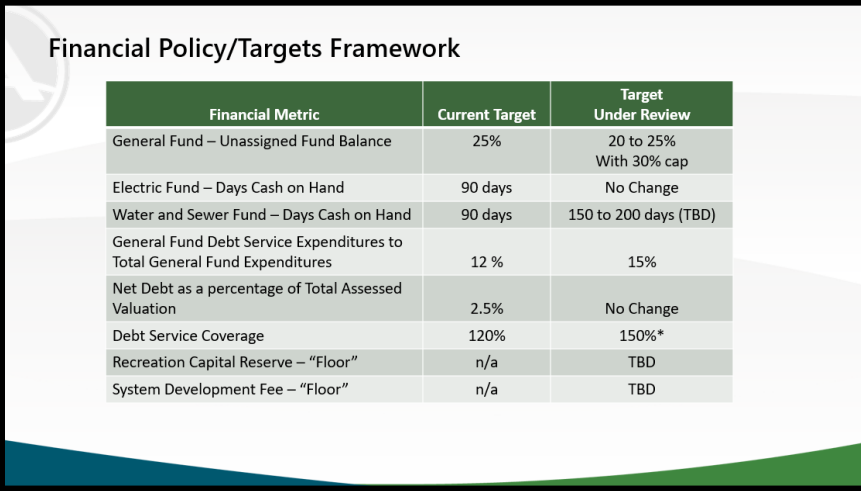
Councilmember Mahaffey asked if the sales tax distribution is fixed.

Interim Town Manager Purvis said they will know in November.

Councilmember Zegerman said they couldn't go all the way to 14.5 million because of their internal 12 percent cap.

[ITEM NO. 2 - FINANCIAL POLICY/TARGETS FRAMWORK]

[SLIDE-6]

The slide is titled "Financial Policy/Targets Framework" and features a table with three columns: "Financial Metric", "Current Target", and "Target Under Review". The table lists various financial metrics and their corresponding targets. The slide has a decorative blue and green gradient at the bottom.

Financial Metric	Current Target	Target Under Review
General Fund – Unassigned Fund Balance	25%	20 to 25% With 30% cap
Electric Fund – Days Cash on Hand	90 days	No Change
Water and Sewer Fund – Days Cash on Hand	90 days	150 to 200 days (TBD)
General Fund Debt Service Expenditures to Total General Fund Expenditures	12 %	15%
Net Debt as a percentage of Total Assessed Valuation	2.5%	No Change
Debt Service Coverage	120%	150%*
Recreation Capital Reserve – “Floor”	n/a	TBD
System Development Fee – “Floor”	n/a	TBD

Councilmember Gray arrived at 3:51pm.

Councilmember Gantt asked why 90 days.

Director Morrison said it will help the town get the best rating.

Councilmember Gantt asked if there was a reason why the number of days of water and sewer was higher than electric.

Director Morrison said he did not know the exact reason, but it's been his experience that at least 120 days but no more than 150 to 200 days.

DRAFT MINUTES

1 **Interim Town Manager Purvis** said it's also what is seen in the industry, but this is
2 best practice by what other municipalities and agencies are doing and how they are
3 operating. He said he also doesn't exactly know why electric and water and sewer are
4 different,

5 **Councilmember Gantt** asked if there was a physical reason, such as if a hurricane
6 would affect water and sewer more than electric. He asked if something like that may be the
7 reason.

8 **Director Morrison** said he will get more information on this.

9 **Mayor Pro-Tempore Killingsworth** asked if any cash on hand that goes above the
10 200-day target would be moved to the Capital Reserve Fund.

11 **Director Morrison** said they would want to put any of the dollars above that threshold
12 to work.

13 **Mayor Pro Tempore Killingsworth** said some of the projects they are wanting to do
14 down the road they could not immediately get in process.

15 **Director Morrison** said that was correct.

16 **Councilmember Zegerman** asked regarding the larger projects do we prefer the
17 debt services over a savings route.

18 **Director Morrison** said the reason you would issue debt services is for a larger
19 project and limit the amount of debt to issue to offset. He said that's where the other funds
20 will come into play.

21 **Councilmember Zegerman** said we can go spend the money now on capital projects
22 and use debt issuance for the Western Wake Reclamation project in the future or keep some
23 cash on hand and let it grow and issue less debt.

24 **Director Morrison** said that's the direction he needs from Council regarding what are
25 the project priorities and staff will go back and internally figure out what is the best rate
26 option for issuing debt.

27 **Councilmember Mahaffey** said the 150% seems like it would cut our debt capacity.

28 **Director Morrison** said typically the town would not feed into that because the town
29 has the availability to have \$1.50 for every dollar and said that's not where we are at this
30 moment. He said right now they have more than that. He said the floor of 150% is to meet the
31 guidelines.

32 **Councilmember Mahaffey** asked if this is only for revenue bonds.

33 **Director Morrison** said yes that's correct, these would only affect revenue bonds.

34 **Councilmember Zegerman** asked if unplanned events happen would it hurt our
35 capacity if you set a floor amount and then cannot go below that set amount.

DRAFT MINUTES

1 **Director Morrison** said it wouldn't hurt our capacity, it would limit the opportunity to
2 have available cash below that limit.

3 **Councilmember Gray** asked why there hasn't been a floor on the two-line items in the
4 past.

5 **Director Morrison** said he is not sure on the history, and staff is also not
6 recommending that they have one. He said he wants to look at all alternatives and put the
7 town in the best position possible.

8 **Interim Town Manager Purvis** said in both of these cases they are restricted in how
9 the revenue is generated and in the use of the funds. He said this is different from operating
10 funds, where there are requirements from the state. He said it would be a policy decision if
11 they want to always have something there. He said they could set this floor, but still be able to
12 go below the floor if it was necessary. He said that was okay for rating agencies as well, as
13 long as their was a plan for getting back above the floor.

14 **Director Morrison** said the bond agencies understood their decision to use the 4
15 million in the communal fund, as they felt it was an appropriate use and the town had a solid
16 plan for building it back up. He said they reaffirmed the town's AAA status.

17 **Councilmember Gray** said he appreciates giving this explanation because if the town
18 creates a rule then it's the town's responsibility to follow up to exclude any problems.

19 **Councilmember Gantt** asked during the finance committee were there discussion
20 about Council or future Councils being able to spend money faster versus not which the
21 alternative would be residents wouldn't get things that they want as fast.

22 **Councilmember Gray** said he wanted to make it clear that the Finance Committee is
23 not establishing a policy, he said to farad out the issues and present it back to the
24 department, then bring it back to Council for another conversation.

25 **Councilmember Mahaffey** said the town have an obligation to spend taxpayer's
26 money or give it back in some form. He said that is why having a policy that is too high is bad.

27 **Councilmember Zegerman** said if the town is sitting on cash they are not spending
28 then they were not servicing the community right.

29 **Councilmember Mahaffey** said the projects are only getting more expensive. He said
30 projects will cost more in the future, along with the accrual of sitting money.

31 **Councilmember Gantt** said the choice was made by previous Councils to largely
32 build up reserve and not do the projects.

33 **Councilmember Mahaffey** said that was unfortunate, as projects would have been
34 much cheaper then. He said he thinks some of the values were reverse engineered from out
35 AAA bond rating. He said our debt capacity and our financial position is an asset we have that
36 the town should put to work for our citizens.

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Councilmember Zegerman said a better way would be to spend some of the excess money and reduce some of the backlog projects. He said it would make more sense to sit on a higher rate of reserves if their backlog wasn't so big.

Councilmember Gray said staff does an amazing job at finding the most cost-effective way of dealing with the cost of things so we budget for the worst and then create a surplus.

Councilmember Zegerman said sitting on this capital is bad but we have to put it to use, he said people would feel they are being overtaxed if the rates go up and ends up only supporting reserves.

Mayor Pro-Tempore Killingsworth said we are giving back.

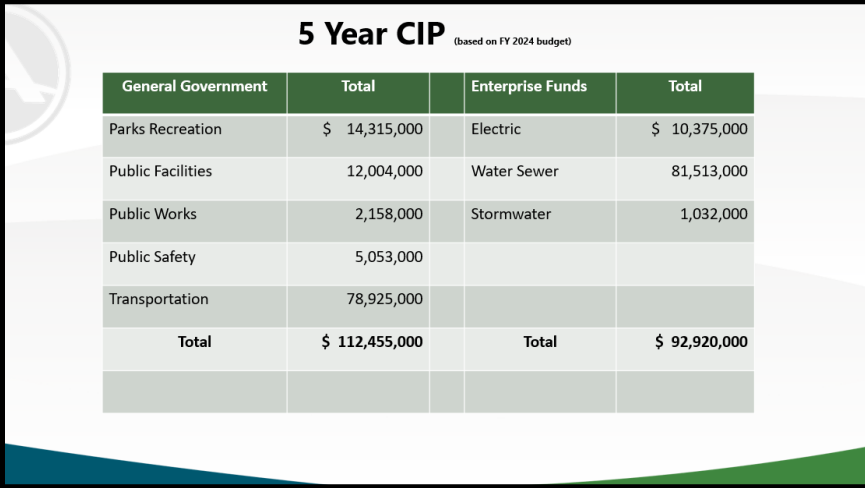
Councilmember Mahaffey said we do give them back sidewalks, which is a public good and not necessarily cash back in hand.

Mayor Pro-Tempore Killingsworth said the floors are linked to our development and the thought on creating a floor is not a good idea, and said would like to hear more of Pros and Cons of this.

Director Morrison said this was a very good discussion and will help give him guidance on planning.

Amanda Grogan, Budget and Performance Director, gave an update on the 5-Year Capital Improvement Plan (CIP).

[SLIDE-7]



General Government	Total	Enterprise Funds	Total
Parks Recreation	\$ 14,315,000	Electric	\$ 10,375,000
Public Facilities	12,004,000	Water Sewer	81,513,000
Public Works	2,158,000	Stormwater	1,032,000
Public Safety	5,053,000		
Transportation	78,925,000		
Total	\$ 112,455,000	Total	\$ 92,920,000

Councilmember Gantt asked when applying for grants do some companies build roads and parks as a package to get bids.

Director Grogan said there will typically have a contractor and a subcontractor. She said they package some things with roadways together, but not to that level.

DRAFT MINUTES

Councilmember Gantt said he figures some companies won't bid if it's below a certain level.

Interim Town Manager Purvis said there are General Civil Engineers out there and they get the larger projects and they will sub everything else out.

Councilmember Mahaffey asked if there certain efficiencies of scale that the town is missing out on.

Director Grogan said the town does do that now but also depends on the packaging.

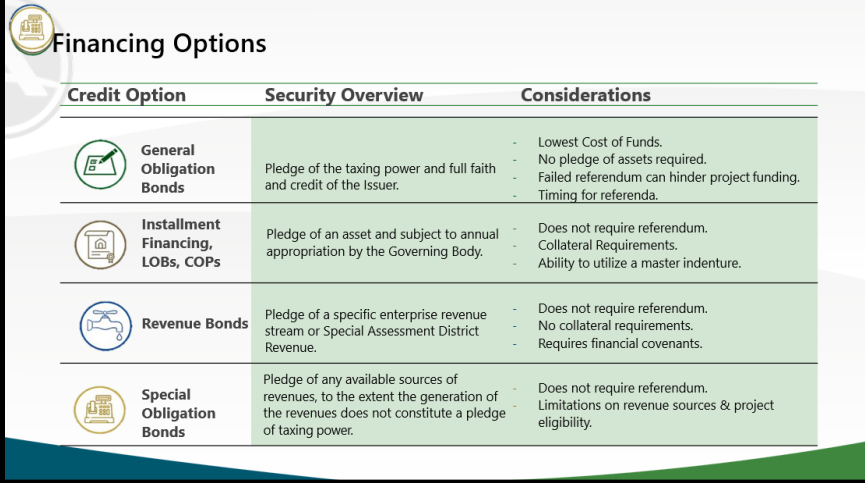
Interim Town Manager Purvis said you're likely to get more bidders based on the size project, and they do take that into consideration.





Assistant Town Manager Stone said some of the contractors are maxed out and they can't take on more projects because of bonding rates on contracts.

Director Grogan said we do package a lot of those and staff will combine and roll it out in one contract.

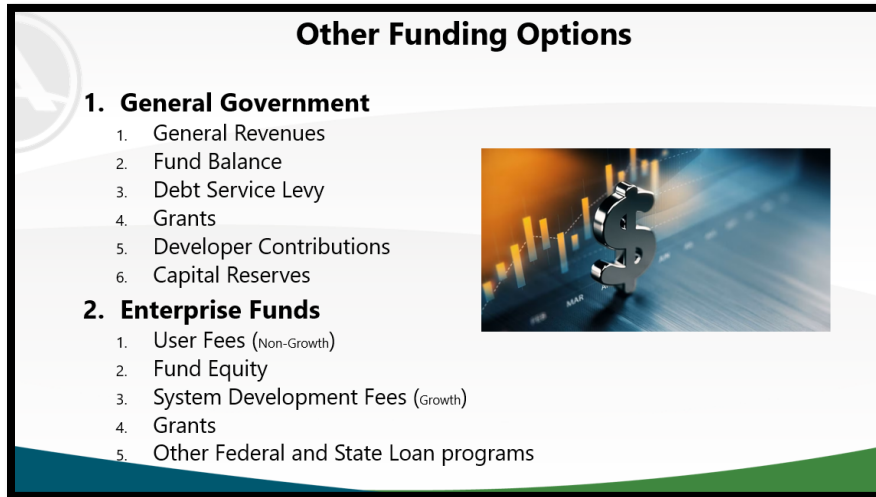
[ITEM NO. 3 - TYPES OF FINANCING (EDUCATION)]

[SLIDE-8]



Credit Option	Security Overview	Considerations
 General Obligation Bonds	Pledge of the taxing power and full faith and credit of the Issuer.	<ul style="list-style-type: none">- Lowest Cost of Funds.- No pledge of assets required.- Failed referendum can hinder project funding.- Timing for referenda.
 Installment Financing, LOBs, COPs	Pledge of an asset and subject to annual appropriation by the Governing Body.	<ul style="list-style-type: none">- Does not require referendum.- Collateral Requirements.- Ability to utilize a master indenture.
 Revenue Bonds	Pledge of a specific enterprise revenue stream or Special Assessment District Revenue.	<ul style="list-style-type: none">- Does not require referendum.- No collateral requirements.- Requires financial covenants.
 Special Obligation Bonds	Pledge of any available sources of revenues, to the extent the generation of the revenues does not constitute a pledge of taxing power.	<ul style="list-style-type: none">- Does not require referendum.- Limitations on revenue sources & project eligibility.

[SLIDE-9]



Mayor Gilbert asked if this applies to public-private partnerships, and if there are challenges and opportunities with those.

Director Morrison said it depends on the project. He said those types of partnerships do not fall into these types of funds and said that's something worth exploring.

Mayor Gilbert said that's a possibility to explore. He said they're opportunity as a community to get good use out of it or perhaps an organization that would like to partner and make it worth that way.

Councilmember Mahaffey asked how much Holly Springs makes per year for the naming rights for Ting Park.

Director Morrison said 200,000 dollars per year.

Councilmember Mahaffey asked if a concession stand would work, such as a private entity building a concession stand at a park and operating it.

Interim Town Manager Purvis said if the town pursues public-private partnership there are multiple ways the agreement can state what to do and what not to do. He said financing would be contribution from both sides depending on the size of the project. He added there could be tension on the goals of the public party and of the private party. He said as a board they can discuss and figure out what's best for the community. He said this would be discussed a little later in the meeting.

[ITEM NO. 4 - FINANCING RECOMMENDATIONS AND FUND IMPACTS FOR UPCOMING PROJECTS - GENERAL FUND (PLEASANT PARK, TOWN HALL) AND WATER/SEWER (BIG BRAND)]

DRAFT MINUTES

1 [SLIDE-10]

Project Focus

Pleasant Park:
Current Estimate: \$13,782,000
Design: \$450,000
Construction: \$12,007,000
Other: \$1,325,000

Town Hall Renovations:
Current Estimate: \$3,000,000

**Big Branch 2 Pump Station
& Forcemain:**
Current Estimate: \$39,942,000
Design: \$2,200,000
Property Acquisition: \$4,500,000
Pump Station: \$14,310,000
Force Mains: \$16,390,000
Other: \$2,542,000



2 3 [SLIDE-11]

Staff Recommendation

1. Pleasant Park and Town Hall Renovations
 1. Include Town Hall resurfacing - \$550k
 2. Combine LOB issuance - \$13 million
 3. SCIF (State Capital Infrastructure Fund)
 4. \$1 million park reserves, \$1 million Wake County Occupancy Tax grant and \$3 million fund balance
2. Big Branch 2
 1. Revenue Bond
 2. Water and Sewer Fund Equity - \$4 million
 3. Alternate funding inquiry:
 1. Additional American Rescue Plan funding
 2. State Revolving Fund Loan
 3. Water Infrastructure Finance and Innovation Act (WIFIA) of 2014

4
5 **Councilmember Zegerman** asked if the town hasn't tried yet or didn't get awarded
6 grants.

7 **Councilmember Gantt** said it was earmarked so there were no grants.

8 **Councilmember Mahaffey** asked if the town can hire a lobbyist tomorrow.

9 **Interim Town Manager Purvis** said the money is handled annually and we never
10 know what the amount is available on the grant. He said it's a process within the general
11 assembly then it comes to the town around January or February and staff will look at what
12 projects are available. He said next week council will have an opportunity to talk about
13 projects and what the next steps look like.

14 **Councilmember Mahaffey** said the town needs someone in the General Assembly.
15 He said Apex is large enough to have someone advocate directly for the town. He said he

DRAFT MINUTES

1 thinks it is necessary and they need to do it going forward. He said it was a shame that the
2 town did not get anything for grants last year when surrounding municipalities did and the
3 projects Apex has planned are fully in line with the state's goals. He said he thinks retaining a
4 lobbyist will pay for itself, and they can revisit if it does not.

5 **Councilmember Gray** said we have got to do a better job about explaining our line
6 items at the General Assembly. He said they could explain the return on investment better.
7 He added it's bad we didn't get that money and the town should have received it.

8 **Interim Town Manager Purvis** said there are things the town can look into and firms
9 who can handle this as well.

10 **Director Morrison** asked if Council is okay with staff proceeding with planning for a
11 revenue bond for the Big Branch 2 project with using some of the reserves for the project
12 while also exploring other options. He said he would like to start with the two options of
13 revenue bonds and the use of fund balance fund equity.

14 **Councilmember Zegerman** asked when would we issue the bond.

15 **Director Morrison** said depends on project timing. He said he will discuss making
16 sure the timing is right.

17 **Councilmember Gray** asked what is the working timeline to decide.

18 **Director Morrison** said with Council giving direction we have to have a feasibility
19 study done which could take five to seven months. The amount of water and sewer projects
20 that are going, he can only imagine those companies are slammed and wants to get our
21 name in the our there now. He said it takes a lot of time approximately eight months for a
22 feasibility and four to six months working throughout the process and meet with the LGC and
23 approval. He said it will take at least twelve to eighteen months minimum for the whole
24 process.

25 **Interim Town Manager Purvis** said it has nothing to do with the technical aspects of
26 the project. He said if the project moves forward it's a combination of cash and debt. He said
27 this is strictly the financing of this project to show Council what it would look like.

28 **Councilmember Gray** said that is what he was looking for. He said as a Council
29 there's concern in making sure were using tax payers' dollars the right way. He said they are
30 still early on in the planning stage for BB2.

31 **Councilmember Mahaffey** said it looks like the town has more capacity to fund BB2
32 from water and sewer equity versus revenue. He asked why the recommendation is only 4
33 million and not higher.

34 **Director Morrison** said because of other projects, such as the Western Wake Water
35 Reclamation project. He said were planning for not only this project but other projects to
36 decide where the funds will go.

DRAFT MINUTES

1 **Interim Town Manager Purvis** said the 40 million is the projected total and said this
2 is an additional 4 million. He said this a bit fluid, as they could potentially access funds from
3 the state.

4 **Councilmember Mahaffey** asked what the impact will be for paying back the
5 revenue bonds.

6 **Director Morrison** said that's why they are discussing this to see what direction to go.
7 He said this is the first step and to complete the rate study and do a rate and debt model. He
8 said staff need Council's approval to move forward with financing options.

9 **Director Grogan** said if it's something that Council does not want to do then that's
10 when staff would take it off the table and present Council with more options.

11 **Councilmember Mahaffey** said revenue bond makes sense but would like to see the
12 number from a rate study. He said they would not want to have to raise rates too high.

13 **Interim Town Manager Purvis** said the town fully expects some funds will help cover
14 a portion of the cost.

15 **Councilmember Gantt** asked if the town can create a water district and assess to
16 them only if it benefits a certain part of the town.

17 **Interim Town Manager Purvis** said special assessment is complicated and the public
18 usually ends up paying, even if it is for the private side. He said it needs to be very worth it to
19 go that route.

20 **Councilmember Mahaffey** asked if challenges are the management. He asked could
21 the town do a special district for a utility rate.

22 **Interim Town Manager Purvis** said it would be an additional bill/payment.

23 **Councilmember Zegerman** said the rate model will tell us that.

24 **Councilmember Mahaffey** said if it's a significant price increase they would have to
25 look at other revenue sources.

26 **Director Grogan** said she could look into it but there would have to be an
27 assessment. She said the assessment follows the property not the applicant.

28 **Councilmember Mahaffey** said if the rate study comes back and we should be able
29 to line up we need to do for the rates over time.

30 **Interim Town Manager Purvis** said there is a tolerance level on the impact of fees.
31 He said staff will evaluate what is that percentage and bring back to Council for potential
32 options.

33 **Mayor Gilbert** said he would like a vote to make it official.

DRAFT MINUTES

1 A **motion** was made **by Mayor Pro Tempore Killingsworth**, seconded by
2 **Councilmember Zegerman**, to approve the staff recommendation.

3
4 **VOTE: UNANIMOUS (5-0)**

5
6 **Director Morrison** moved on with Pleasant Park and Town Hall renovations and
7 stated this is a package recommendation.

8 **Councilmember Zegerman** asked what is the 3 million for renovations.

9 **Interim Town Manager Purvis** said this is part of the space needs plan and our
10 expansion for the Mason Street Building. He said they were trying to improve customer
11 experience for those departments, and give Community Development and Neighborhood
12 Connections a place to go. He said the 3 million is an estimate and this project would happen
13 over the course of two years.

14 **Councilmember Zegerman** said there are a number of departments moving out and
15 asked would it create space for community outreach to go.

16 **Interim Town Manager Purvis** said it's not structured for that department to go right
17 now, as it was built for planning, inspections, and finance. He said the number of offices
18 needs to be looked at and maximize our space at Town Hall.

19 **Interim Town Manager Purvis** said if Council wants to move forward with Pleasant
20 Park it will likely take financing and cash to move forward and gave them the option to wait.
21 He said staff sees this as the best alternative to complete it now.

22 **Councilmember Gantt** asked has anyone thought about something else for Pleasant
23 Park and not do it in this form.

24 **Interim Town Manager Purvis** said this is based off the intent and design in 2017. He
25 said looking at the numbers there is still a wait list for the towns Youth Baseball programs
26 because the town does not have field capacity and you have to have a certain number of
27 fields to run the games. He said there is a growing wait list even with expanded
28 programming.

29 **Director Setzer** said there is infrastructure now for baseball and if the scope was
30 changed it would change the infrastructure that's already there from a drainage perspective.

31 **Interim Town Manager Purvis** said the footprint and infrastructure is there.

32 **Councilmember Mahaffey** said if the plan changed then the town owes it to the
33 citizens to go back to them to ask to remaster the plan.

34 **Interim Town Manager Purvis** said it doesn't necessarily change the costs either.

DRAFT MINUTES

1 **Mayor Gilbert** asked what are the projections for economic development side for full
2 buildout and what type of revenue would it bring to the town.

3 **Interim Town Manager Purvis** said we try to find a balance for public enjoyment. He
4 said we try to balance our fields and amenities are open for the public and when they are
5 taken up by town or rental programs. He said with economic development piece there are
6 potentially tournaments coming and the town has gotten calls already. He said he has
7 received interest from our fellow local governments both at the county and municipalities of
8 wanting to do regional tournaments which will bring people to Apex to eat at our restaurants
9 and shop at our shopping centers.

10
11 A **motion** was made by **Councilmember Ed Gray**, seconded by **Mayor Pro Tempore**
12 **Audra Killingsworth**, to approve the staff recommendation for Pleasant Park and Town Hall
13 Renovations.

14 15 **VOTE: UNANIMOUS (5-0)**

16
17 **Interim Town Manager Purvis** said staff will move forward with getting things in
18 place and come back to you. He said this does not preclude from staff looking from
19 additional revenue sources to be clear.

20 **Councilmember Gray** asked why staff hasn't looked into SCIF funds without asking
21 Council.

22 **Interim Town Manager Purvis** said staff tries to identify any grants that apply and
23 some we haven't had the capacity to explore yet. He said this is more informational for
24 Council.

25 **Councilmember Gray** said it would help if the Town had a lobbyist.

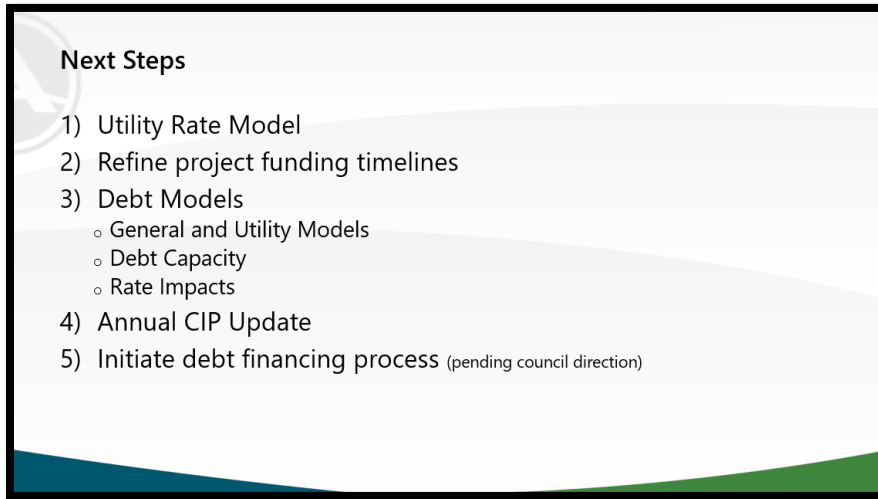
26 **Interim Town Manager Purvis** said it could help at the state level, and it would
27 depend what the connections are.

28 **Councilmember Gantt** asked if the SCIFs are earmarked, such as the ones that paid
29 for firetrucks recently.

30 **Councilmember Gray** said yes.

DRAFT MINUTES

1 [SLIDE-12]



4 [ADJOURNEMENT]

Mayor Gilbert adjourned the meeting at 4:58p.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 _____ of _____, 2023.

**TOWN OF APEX
REGULAR TOWN COUNCIL MEETING
TUESDAY, OCTOBER 24, 2023
6:00 PM**

The Apex Town Council met for a Regular Town Council Meeting on Tuesday, October 24, 2023 at 6:00 PM in the Council Chambers at Apex Town Hall, located at 73 Hunter Street in Apex, North Carolina.

This meeting was open to the public. Members of the public were able to attend this meeting in-person or watch online via the livestream on the Town's YouTube Channel. The recording of this meeting can be viewed here: <https://www.youtube.com/watch?v=kwkgoJQ2rqE>

[ATTENDANCE]

Elected Body

Mayor Jacques K. Gilbert (presiding)
Mayor Pro Tempore Audra Killingsworth
Councilmember Brett Gantt
Councilmember Ed Gray
Councilmember Arno Zegerman
Councilmember Terry Mahaffey
Absent: None

Town Staff

Interim Town Manager Shawn Purvis
Assistant Town Manager Demetria John
Assistant Town Manager Marty Stone
Deputy Town Attorney Brian Meyer
Town Clerk Allen Coleman
Deputy Town Clerk Ashley Gentry
Planning Director Dianne Khin
Fire Chief Tim Herman
Deputy Fire Chief David Dillon
All other staff members will be identified appropriately below

[COMMENCEMENT]

Mayor Gilbert called the meeting to order, and thanked everyone for watching and attending. He then invited everyone to join in a moment of silence.

Mayor Gilbert led in the recitation of the Pledge of Allegiance.

1 [SLIDE 1]



2
3 [CONSENT AGENDA]

4
5 A **motion** was made by **Councilmember Zegerman**, seconded by **Councilmember Gantt**,
6 to approve the Consent Agenda as presented.

7
8 **VOTE: UNANIMOUS (5-0)**
9

10 **CN1 Annexation No. 770 - Legacy Station - 26.63 acres (REF: RES-2023-064, RES-2023-065,**
11 **and OTHER-2023-107)**

12 Council votes to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to
13 accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution setting the Date of
14 a Public Hearing for November 14, 2023, on the Question of Annexation - Apex Town Council's
15 intent to annex 26.63 acres, Legacy Station, Satellite Annexation No. 770 into the Town Corporate
16 Limits.

17 **CN2 Council Meeting Minutes - October 10, 2023**

18 Council voted to approve, as submitted or amended, Meeting Minutes from the following meeting:
19 October 10, 2023 - Regular Town Council Meeting Minutes

20 **CN3 Fee Schedule Amendments - Fiscal Year 2023-2024**

21 Council voted to approve amended Fee Schedule for Fiscal Year 2023-2024 to include addition of
22 mattress and box spring disposal fee and increase to wholesale water rates and columbarium rates.

23 **CN4 Ordinance Amendment - Chapter 15 Parks and Recreation, Section 15-6 - Pleasant Park**
24 **Hours of Operation (REF: ORD-2023-107)**

25 Council voted to approve an Ordinance Amendment amending Chapter 15 Parks and Recreation,
26 Section 15-6 of the Town Code to include Pleasant Park opening and closing times.

27
28 [PRESENTATIONS]

29
30 **PR1 Proclamation - American Indian Heritage Month - November 2023 (REF: PRO-2023-**
31 **035)**

Mayor Gilbert and the rest of Council read the American Indian Heritage Month 2023 Proclamation in unity.

Representatives of the Triangle Native American Society accepted the Proclamation and took a picture with the Mayor and Council.

Mr. Wynn thanked the Mayor and Council for their support, and said Celeste Sherer and Lisa Raschke have been great to work with. He said the Triangle Native American Society looks forward to working with the town in the future.

PR2 Proclamation - Italian American Heritage Month - October 2023 (REF: PRO-2023-036)

Mayor Gilbert and the rest of Council read the Italian American Heritage Month 2023 Proclamation in unity.

Michael D'Amore accepted the Proclamation, and took a picture with the Mayor and Council.

Mr. D'Amore thanked the Mayor, Council, and the residents of Apex. He said it has been a very welcoming community. He said Apex is one of the most welcoming communities, and he is excited to work with the community to continue making it welcoming to the Italian American community.

[REGULAR MEETING AGENDA]

A **motion** was made by **Mayor Pro Tempore Killingsworth**, seconded by **Councilmember Gray**, to approved the Regular Meeting Agenda as presented.

VOTE: UNANIMOUS (5-0)

[PUBLIC FORUM]

[SLIDE 2]

Public Participation

- Please sign in with the Town Clerk prior to the start of the meeting for all Public Hearings and Public Forum
- Public Forum speakers are requested to address only items that **do not** appear in the 'Public Hearings' section on tonight's 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 and are limited to 9 minutes
- Individual comments must be limited to 3 minutes to allow others the opportunity to speak



1 First to speak was **Beth Bland** of 3724 Friendship Road:

2
3 "There are two items that I want to talk about this evening. The first item concerns your October 19
4 Work Session. The Big Branch Force Main was on the agenda, concerning funding for the project.
5 There was no notification to any property owners affected by this project, and I would like to say
6 anything to do with the Big Branch Force Main is of interest to both my husband, myself, and I'm sure
7 many of the other property owners. And that included the funding. Councilman Gray, I did watch it
8 on YouTube, you were absolutely correct with your comment that we definitely would question the
9 Council as to why our properties have been subject to all the inspections of our properties, and the
10 threat of eminent domain, when this project is not even fully funded yet. So, I just wanted to bring
11 that up. The second item concerns the Friendship Road. The one-mile section from US 1 to Old US 1,
12 or the Apex part of Friendship Road. It's only about a mile. There is a zoning request in front of the
13 Holly Springs Council for the Friendship Innovation Park, the developers are asking to add
14 residential areas, including two seven-story apartment buildings with 600 units in each building.
15 There are also numerous projects that will be completed by Apex on Old US 1, that will probably
16 happen in the next year or two. Including the Park, Depot 499, I think Holland Road has a project on
17 it. And all this will continue to increase the traffic on Friendship Road, which is already a problem to
18 get off of the road onto US 1. I believe there may be an effort going on for Apex, Holly Springs, and
19 DOT to address this. I don't know if that's for sure, but I think, or I'd like to hope that that's being
20 considered. I would like to encourage you to make it a priority. The infrastructure is not in place to
21 handle all the growth that is occurring right now. So, I would just appreciate it if you would work with
22 Holly Springs and NCDOT and figure this out. Because the US 1 corridor, you know it's so noisy, and
23 you can't even get on Old US 1 at certain times of day. So, thank you for listening, I appreciate it."

24
25 **Mayor Gilbert** thanked Ms. Bland for her comments.

26
27 Next to speak was **Dawn Cozzalino** of 3632 Bosco Road:

28
29 "I laid out two cones here, one is C and one is E, and these reflect the space of roughly 30 feet. I'd
30 like you to think about this space, and why it's significant. If you think a moment, when there was a
31 time when there was a severe storm or even a tornado came through the Apex area. Numerous
32 times, it was fine. But there was that one storm, that just, was so unfortunate and just devastates and
33 breaks everything in its path. Including part of your cherished home. The Western Big Branch and
34 Force Main is that terrible severe storm. Cones, 30 feet. That easement is 18 acres of tree canopy this
35 way. It's basically a default, most utility easement are this width. That's man-made destruction. And
36 the replacement wouldn't be any nice repairs on your house or roof, it would actually be these really
37 unattractive arch structures and smelly ventilation pipes. It could be avoided with our Town Council
38 here tonight. With doing due diligence. And what I mean by that is having those difficult
39 conversations with the Town of Holly, with the DOT, with Utility companies. That the people of Apex
40 have elected you with confidence to have. It's your duty to consider all other alternatives for the
41 town, and these alternatives that least impact peoples property or the environment, the tree canopy,
42 for one. The design solution for the Western Big Branch and Force Main that causes actually the least
43 amount of impact is one that hasn't been discussed fully. And that's the south side of US 1. This
44 solution impressively causes the least impact by not decreasing property values, not adding traffic

1 pollution and traffic noise, which Beth mentioned. Or losing these 18 acres of tree canopy within
2 these two cones. Most importantly, it would not gut 30 feet of somebody's cherished property and
3 land. We're talking about the New Hill and Friendship farms. Thank you very much."

4
5 Next to speak was **James Jesserer** of 1366 Elk River Drive:

6
7 "In a Closed Session, Town Council declined our request to appeal 1305 Holt Road Variance, which
8 is 23VAR01. Regardless, we are here tonight to present compelling new information, questions, and
9 concerns. On the BOA process itself, and we will use our experience at the BOA and the BOA
10 minutes to illustrate these concerns. My remarks will exclusively focus on process. For steadfast and
11 evenhanded adherence to process are the keys to good governance. Process must be easy to
12 understand, accessible, and evenly applied to all parties. Let's start with the BOA minutes. Our
13 colleague Don Braden requested and received from June Cowles BOA minutes that were marked as
14 revised and final. These minutes were 38 pages. And I've given copies of everything. 38 pages. Of
15 heavily edited minutes. We knew they were edited due to the redlined added sections. We don't
16 know who, or why they were redlined. While reviewing the minutes, we received yet another official
17 and now signed minutes of the BOA, which were only 17 pages long. It would take a forensic
18 investigation to determine what was added, and then what was deleted to get to 17 pages. We offer
19 these two documents as evidence of our concern. These two different sets of minutes are a reflection
20 of the chaos of that July BOA meeting. How would any of you react to receiving two such
21 documents? What would your level of confidence be regarding the BOA meeting, and would you
22 not wonder if the meeting notes were possibly altered to justify the decision? Was this ineptitude, or
23 simply something else? And is it illustrative of good process? Continuing on process, process needs
24 a legal expert to make sure a BOA meeting strictly adheres to guidelines. My colleague, Chuck
25 Mettina wrote a letter to Mayor Gilbert, Chairman Carmac, and Town Attorney Hohe, with concerns
26 that Ms. Hohe and Chair Carmac had engaged in ex-parte communications about the BOA,
27 communication strictly forbidden by BOA process. In her response, which I have also made a copy of
28 for the Town Council, Ms. Hohe made it clear that the BOA was Hohe's client. Ms. Hohe stated, by
29 including our attorney Mr. Kuhn on the email with Mr. Carmac, that communication is not considered
30 ex-parte. Ms. Hohe further added her communication with Mr. Carmac, could be, and this is a quote,
31 be in private to preserve the attorney-client privilege, and that such communication between an
32 attorney and her client is not ex-parte communication. Honestly, we were satisfied with her first
33 statement. But the second statement remains problematic for transparency and accountability. So
34 who stands for process at the BOA? Certainly not Attorneys Hohe and Welsh, they are there to serve
35 their client, the BOA, and it would be a gross error to conflate serving process and serving the BOA,
36 for they are separate and distinct parties. Who is the arbitrator of process? I will use the July BOA to
37 outline the critical role of process adherence and how lack of process can and did lead to a flawed
38 decision. Jason Barron used two witnesses as rebuttal witnesses. Now, bear with me, a rebuttal
39 witness is someone who is called to testify in order to contradict or disapprove the testimony of a
40 witness called by the opposition. Their testimony must be confined solely to the subject matter of
41 the evidence rebutted. New evidence on other subjects may not be brought into the rebuttal. Ok,
42 Mr. Barron called Mr. Roach in rebuttal to Don Braden, and Roach talked at great length about
43 nothing that Braden spoke about. Instead, Mr. Roach made the applicant's case, none of which
44 should have been allowed. Where was the advocate for process? Mr. Barron then called Mr. Adams

1 as a rebuttal witness to the testimony of Chuck Mettina, and Adams proceeded to testify on a wide
2 array of topics, again intended to make the applicant's case, but for the most part, totally unrelated
3 to the testimony of Mr. Mettina. Both Roach and Adams were called as rebuttal witnesses, and both
4 were allowed to violate process. We have fundamental issues with their testimony, but we are here
5 to focus on process. Again, where was the advocate for process? Mr. Barron objected at least 13
6 times in the 17-page version of the minutes, including an objection advance, whatever that means.
7 We, however, ask if these objections, real or imaginary, can have an impact on the BOA, and the
8 answer is yes, of course. That's why attorneys routinely use objections. Who is ruling on those
9 objections? The answer, according to the minutes, is no one. Hohe and Welsh serve the BOA, by
10 objecting, Barron served the applicant. And due process was an orphan, and without due process,
11 justice was unborn. This leads me to the issue of hearsay testimony being allowed at the July BOA, a
12 flagrant violation of BOA guidelines. Review the minutes, any mention of DOT opinion without
13 documentation is hearsay. There was no representative of the DOT present at the BOA, yet Mr.
14 Roach, Mr. Dalton, and in particular, Mr. Adams were allowed to testify or comment to the dictates of
15 the NCDOT, and it was Mr. Adams, who in a response to a question from Vice-Chair Johnson, who
16 asked the following question, do we know beyond a shadow of doubt that NCDOT would not permit
17 a curb cut on Holt Road, and Mr. Adams said correct, the Town asked, and we have asked, and
18 NCDOT has said in no uncertain terms that there's no driveway access from Holt would be allowed.
19 That is all hearsay, and should have been disallowed. But there was no advocate for process at the
20 BOA. And in addition to hearsay at the BOA. In addition to hearsay, Mr. Adams statement might
21 even have been more damning. I offer the only written statement by the NCDOT from a Mr. Jacob
22 Nicholson, Assistant District Engineer of the NCDOT, which calls into question the veracity of the
23 statement of Mr. Adams. Here I'll read it, and you have copies of this. If the existing parcel is not
24 subdivided, and only one single home occupies the parcel, the existing driveway may be used as
25 long as it does not cause a safety hazard or drainage issue. The department would not require a
26 driveway permit. If their lot is subdivided, and/or has multiple houses on it, they would likely be
27 required to access through Elk River Drive, pending approval from the Town of Apex. So we'll share
28 everything. The word "likely" is not the phrase Mr. Adams used, which is beyond the possibility. It
29 certainly wasn't within a shadow of a doubt which is what they said, and likely is not close to
30 uncertain terms. Unfortunately, process was not upheld, and the damage was done. Vice Chair
31 Johnson used Adams testimony of Page 14 of the minutes, stating independent of that, there was
32 testimony from a witness that they did speak to the NCDOT. Vice Chair Johnson has swallowed the
33 hook of a clever attorney, and has paid witness of, all of which was hearsay, all because there was no
34 advocate for process at the meeting. The real victim of this lack of process now is Don Braden and
35 his wife Cheryl, who suffers from Alzheimers. We can't fault Jason Barron for being an advocate for
36 his client any more than you could fault a guard dog for biting someone. You can't fault Ms. Hohe,
37 who serves the BOA. You can't fault a group of decent volunteer citizens for not knowing process.
38 You can't even fault Vice Chair Johnson who said, and I quote, it was the opposing parties'
39 responsibility to bring in the evidence contrary to the testimony. Johnson is flat out wrong. A process
40 advocate would have disallowed that testimony, and justice should never be hostage to having paid
41 representation. I could get arrested for robbery in Apex, and get free legal counsel. Are you telling
42 me that voters, taxpaying citizens can't expect the same opportunity at the BOA?"

43 **Mayor Gilbert** thanked Mr. Jesserer, and said they would definitely be in touch.
44

1 Next to speak was **Dean Krupa** of 2001 Simca Court:

2
3 "Before I get started with what I wanted to talk about, I just wanted to give a little background about
4 who I am and where I came from. I moved here about a year ago from Arizona. I lived there for about
5 28 years, I tried to escape most of those years, it's a hard place to live. But I moved here now and this
6 is my home. I love it here, I love the trees, I love the nature, I love the rural character, the farms, I love
7 taking my dogs for a walk and meeting neighbors, I have a neighbor back there, I like to see my
8 daughter play outside. But as I grow older, and not just here but in Arizona, I'm really concerned
9 we're losing our wild habitats, trees are getting cut down, we're losing clean air, clean water. I got
10 involved with environmental groups back in Arizona, I hope to do so here. But I also learned that I
11 need to get involved in this form. I started a conversation online on NextDoor, and a lot of people
12 feel the same way that I do, and you guys talked about the issues. But I posted three different
13 messages over about a month and a half, and Councilman Mahaffey was part of those messages, it
14 generated about 529 comments, so there's a lot of people feeling concerned. But we have to get
15 that conversation offline and in front of people. We have to work together. So, my goal is to get
16 more involved. I tried to get others to be here, and fill these seats, I think it's important for all of us to
17 learn. I've been watching the replays of the Town Council meetings online, it's fascinating, you guys
18 have great questions, great conversations, I love the back and forth. There's a lot of terminology I
19 don't understand, so I want to just dive in and learn, and went to a meet and greet with
20 Councilmember Zegerman and Councilmember Mahaffey last night, and learned their platforms and
21 what they stand for. That's why I'm here, I want to recruit others, there's a lot of great ideas, I met with
22 this group, there's a lot of great ideas so I'm just trying to bring more people and get more voices
23 heard. So, thank you."

24
25 **Mayor Gilbert** thanked Mr. Krupa for his comments. He then instructed Town Clerk Coleman
26 to reach back out to the speakers tonight to connect and help address their concerns. Mayor Gilbert
27 closed Public Forum and moved the meeting to Public Hearings.

28
29 **Mayor Gilbert** noticed someone additional who wished to speak during Public Forum, and
30 re-opened it.

31
32 **Stuart Wagner** of 302 Country Valley Court:

33
34 "Good evening Mayor Gilbert, members of the Town Council. Thank you for giving me some tonight
35 to be able to speak to the Town Council about GoApex Route 1, and our Public Transport bus. My
36 name is Stuart Wagner, I've lived in Apex since 2001, I'm a citizen volunteering as chairman of the
37 Apex Transit Advisory Committee. My connection to transit specifically started with my connection to
38 the local Cary bus service in 2006, with regular ridership on the GoCary system from Apex to my
39 workplace in Cary. Since then, public transportation use has become such that I have chosen my
40 various doctors, physicians, dentist, etc. because they are located on various Apex and Cary bus
41 routes. When I was offered a chance to a part of Apex's journey into public transportation by former
42 Mayor Olive, I leapt at it. And it is with great pride that I am able to stand here today and say that
43 more than a full year Apex has been on the transit map. Our committee worked long and hard to
44 bring GoApex Route 1 into existence, and we're very encouraged by the response and ridership of

1 our citizens, our young families, teens, and adults, both able-bodied and less-bodied of Apex. And
2 of course, by our town leaders. Now that we have passed our first anniversary of our inaugural ride,
3 I'd like to share some facts about GoApex Route 1. The GoApex Route 1's circulator runs fare-free,
4 Monday through Saturday, from 6 AM to 10 PM, except for major holidays, returning to Town Hall at
5 the top of each hour. Along with the regular bus service, there's also the door-to-door service
6 offering as well. The hourly loop has 45 stops and serves our community as far south as the Wal-Mart
7 shopping center in the Cambridge Village Retirement Center, North and West to the Publix
8 Shopping Center, with stops through Beaver Creek and Downtown. There are also stops at the
9 growing Apex WakeMed complex, and the Apex Senior Center. Over the course of the last 15
10 months, we have seen ridership maintain a steady state with an average of 1,100 boardings per
11 month. To be clear, that is 40 people per day, over a 27-day average month. Our latest data point
12 was August of this year, when we logged 1,535 boardings over 27 days of operation, this is almost a
13 20% increase from the same month a year previous. Our professionally-licensed CDL drivers
14 regularly hit an on-time of 90% or better, and by industry standards, this is in the exceptional range.
15 Our committee realizes Apex and surrounding areas are booming in growth, and with a more
16 cosmopolitan population to boot. Hence, we are working on several enhancement items including a
17 bus stop improvement program, a bus stop art project, a stop-change feature to better serve those
18 using the Senior Center, and last and certainly not least, how we scale the system to keep up with
19 Apex's growth. Whether this is more frequency, adding Sunday route service, or even a second
20 route, we are ready for the challenge as we move into 2024. The Transit Advisory Committee has
21 appreciated the support of the Council, and our growing ridership. We're looking forward to that
22 same spirit of guidance, cooperation, public support, and vision that we've had since we formed the
23 committee. The Transit Advisory Committee has solicited input from our citizens about a variety of
24 opportunities, such as PeakFest, pop-up events around town, online questionnaires, and we will
25 continue to do so. We listen to resident's suggestions, their bus riding stories, and their hopes for
26 future transit in Apex. Many of us have watched Apex grow by leaps and bounds over the past 2
27 decades, we are energized by this growth. 20 years ago, the days of 5-8 empty, boarded up
28 buildings on Salem Street, no internet availability downtown, gravel roads within the town limits, and
29 intersections without governing traffic safety lights. Those days are gone, look at Apex now. It is a
30 thriving, multicultural community. In addition to PeakFest, Fourth of July, and Christmas Parades, we
31 now celebrate Hispanic Culture, Juneteenth, Pride Month, Native American Heritage Month, Italian
32 American Heritage Month, and more. Apex has become a place for everyone. A viable public transit
33 system is one of those valuable entities every growing community needs. Our transit system has
34 proved valuable and needed with documented, proven success. When the bus service first started, a
35 dear friend of mine wrote me expressing her gratitude for the town's effort on GoApex Route 1. She
36 told me her adult daughter, who was auditorily and visually impaired, had been riding GoApex
37 Route 1 to and from her work and apartment. The bus was one of the things that allowed her to start
38 living an independent life. It was a game-changer for her existence. Allowing her to become an
39 active, independent, and contributing member of the Apex community. Now, not every story has to
40 be life-changing. Maybe the lead story is how our teenagers get around town without having to
41 borrow the family car. Maybe it's how our seniors get to the grocery store, physicians appointments,
42 or a social outing more independently and more often. Maybe it's how a family goes downtown for a
43 meal, or to shop without burning extra fuel or hunting for a coveted parking space. The possibilities
44 are endless, so let's keep Apex vibrant community it is growing to be, and keep looking for those

possibilities as we continue to support and grow our public transit in Apex. Thank you very much for this time."

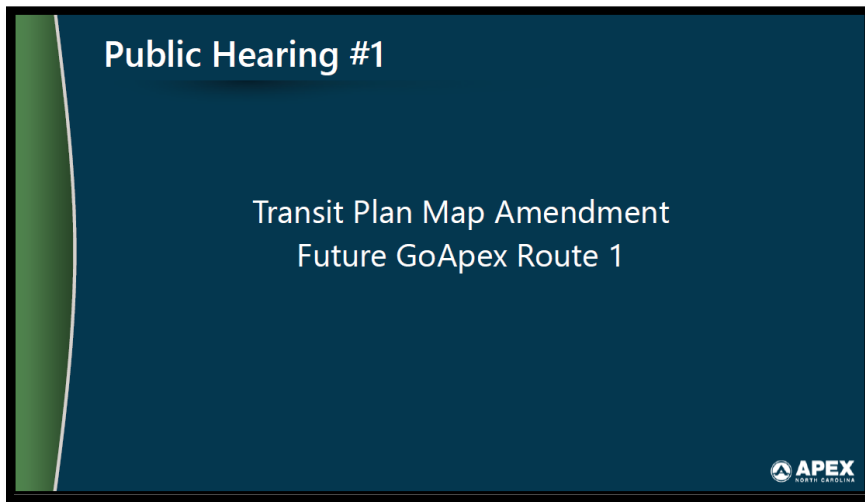
Mayor Gilbert thanked Mr. Wagner for his comments, and for all the work he is doing in transit for the community.

[PUBLIC HEARING]

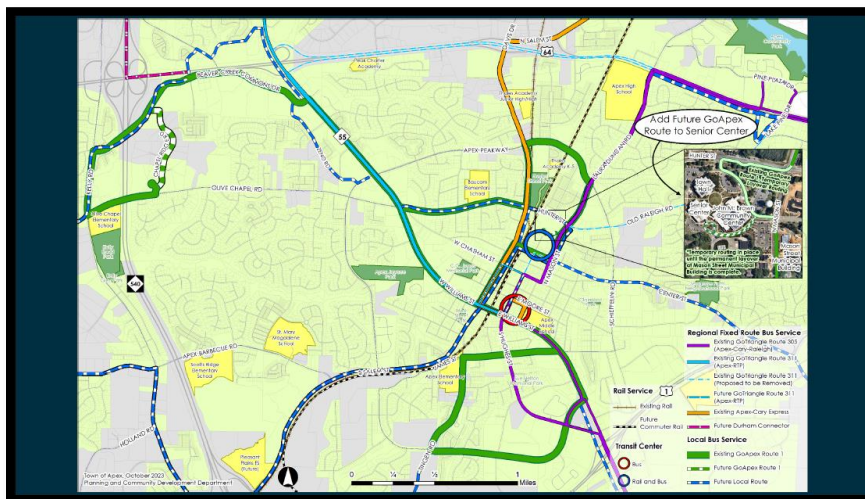
PH1 Transit Plan Map Amendment - Future GoApex Route 1

Katie Schwing, Senior Planner for Long Range Transit, gave the following information regarding the Transit Plan Map Amendment – GoApex Route 1.

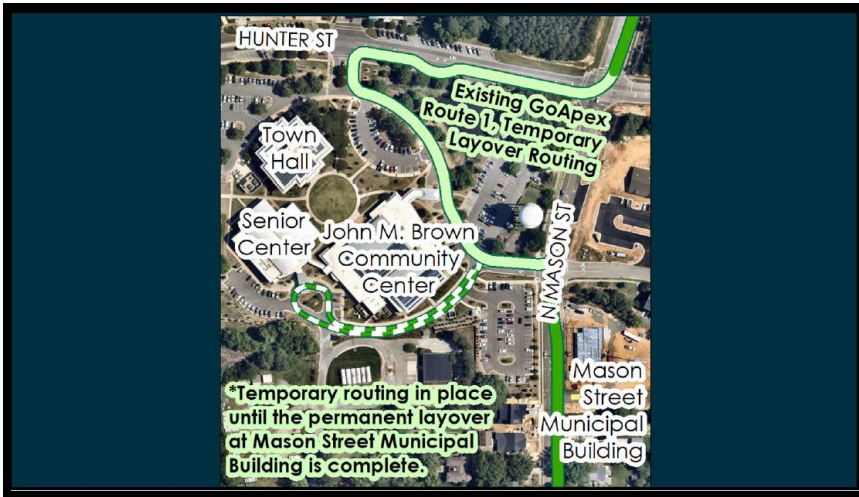
[SLIDE 3]



[SLIDE 4]



[SLIDE 5]



[SLIDE 6]

Public Hearing #1

Requested by Planning Staff

If Approved:

- Staff plan to work with the GoApex Route 1 contracted service provider (GoCary) to implement change to routing as soon as possible

Operating Impacts:

- No anticipated impacts to trip run-time
- No anticipated impacts to operating costs for Route 1
- No anticipated impacts to operating costs for GoApex Door to Door (ADA paratransit service)

Capital Impacts:

- Staff plan to install a bus stop sign and bench for public use near the entrance to the Apex Senior Center
- Funding would be through local funding already included in the adopted Capital Improvement Plan, as well as the Wake Transit Community Funding Area program



[SLIDE 7]

Public Hearing #1

Requested by Planning Staff

Planning Board Recommendation:

- The Planning Board unanimously recommended approval of the proposed amendment during their October 9, 2023 meeting.

Transit Advisory Committee Recommendation:

- The Transit Advisory Committee unanimously recommended approval of the proposed amendment during their October 11, 2023 meeting.

Staff Recommendation:

- Planning staff recommend supporting the proposed amendment.
- Transportation, Infrastructure and Development staff and Parks, Recreation, and Cultural Resources staff are supportive as well.



Councilmember Zegerman said he didn't have a question, he just wanted to thank Ms. Schwing.

Mayor Gilbert opened the Public Hearing for this item. With no one signed up, he closed Public Hearing and moved discussion back to Council.

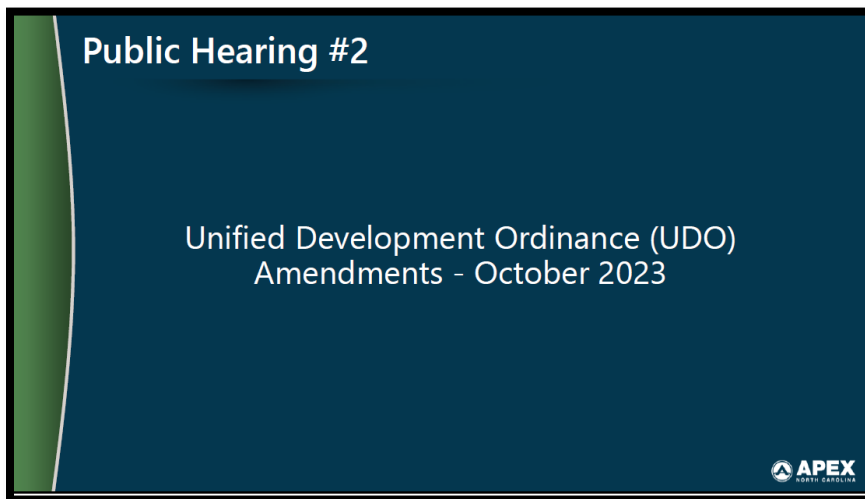
A **motion** was made by **Mayor Pro Tempore Killingsworth**, seconded by **Councilmember Gray**, to approve the Transit Plan Map Amendment - Future GoApex Route 1.

VOTE: UNANIMOUS (5-0)

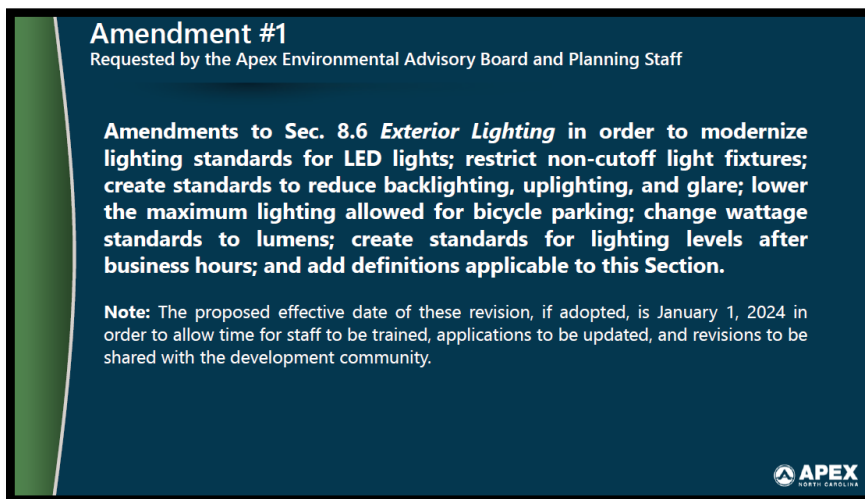
PH2 Unified Development Ordinance (UDO) Amendments - October 2023 (REF: ORD-2023-108)

Amanda Bunce, Current Planning Manager, gave the following presentation regarding the Unified Development Ordinance Amendments of October 2023.

[SLIDE 8]



[SLIDE 9]



[SLIDE 10]

8.6 EXTERIOR LIGHTING

8.6.1 Purpose and Intent

The purpose of this Ordinance is to provide regulations for outdoor lighting that will:

- A) Permit the use of outdoor lighting that will heighten nighttime safety, utility, security, productivity, enjoyment, and commerce.**
- B) Minimize adverse offsite impacts of lighting such as light trespass, and obtrusive light.**
- C) Curtail light pollution.**
- D) Help protect wildlife and habitat from the adverse effects of night lighting.**
- E) Conserve energy and resources.**

The provision of outdoor lighting heightens nighttime safety and visibility, and is used to enhance the security of property and people. Lighting should be provided in areas of heavy vehicle and pedestrian use, and areas that are dangerous if unlit such as stairs, intersections, or changes in grade. It is important to set clear guidelines so that lighting **Outdoor lighting should** adequately serves the site while minimizing negative impacts on surrounding properties.



[SLIDE 11]

8.6.2 Lighting Plan

Any development **Site Plan and Nonresidential Master Subdivision Plan** that proposes exterior lighting shall include a detailed exterior lighting plan as part of the plan submission. This plan shall include:

- A) Specifications for the lighting fixtures such as: type of unit (cutoff, non-cutoff, glare shields, etc.), **BUG rating**, lamps (wattage, **lumens**, etc.), correlated color temperature of lamps (Kelvin), electrical load requirements, utility company involved, method of wiring, routing/location of lines, location of lights, and mounting heights. **All lighting fixtures proposed shall be high efficiency and possess LED lamp technology.**
- B) An isofootcandle plan that shows typical foot-candle contours or a point photometric grid that indicates foot-candle levels measured at grade across the site. A point photometric plan is required for Minor and Major Site Plans with more than two (2) light poles. Other information such as: maximum, average, and minimum site foot-candles and uniformity ratio (average/minimum) should also be included. Foot-candle levels shall be shown at initial **published** levels **for each fixture**.



[SLIDE 12]

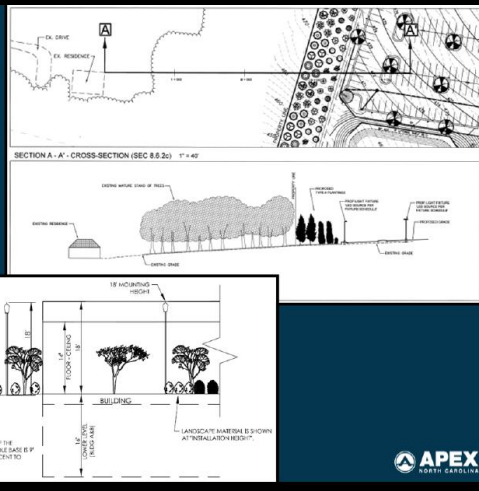
- C) Cross-sections of all lighted perimeter areas immediately adjacent to existing residential properties indicating how all exterior lighting (site and building mounted lighting) will be designed to limit spillover light and control off-site glare (see Sec. 8.6.4.D.4). A cross-section must **shall** be provided for each adjoining single-family residential property. Where the developing site adjoins multi-family residential property, a typical cross-section must be provided at 100-foot intervals along the common property line. The cross-sections must accurately represent existing site topography of the residential properties, sections of the residential units, and proposed topography and site/architectural elements (buildings, retaining walls, lights, landscape screening, etc.) of the developing site (see Sec. 8.6.4.A). **It is not necessary to produce or overlay foot-candle readings on the cross-section drawings. The intent is to identify areas where fixture placement may introduce potential glare and require mitigation through shielding if mitigation is not provided through protected or proposed vegetation.**

...



[SLIDE 13]

Examples of lighting cross-sections



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[SLIDE 14]

8.6.3 Illumination Standards

A) The tables below set forth standards for lighting intensity based upon the land use or activity involved. Values are presented in initial foot-candles measured at grade. Site lighting shall not exceed these initial average foot-candle levels. Average values must be calculated using the levels found within the lighted area; for example, a parking lot must be calculated using the levels found within the curb to curb or paved parking area only. **The developer shall provide the name of the software program used to determine the lighting parameters as well as the summary sheets indicating the average illuminance and uniformity ratios achieved in their layouts.**

B) Color Temperature

The correlated color temperature (CCT) of lamps in exterior lighting shall not exceed 3,500 Kelvins. Athletic field lighting shall be exempt from this requirement.

Table 8.6-1: Lighting Standards for General Parking with Pedestrian Areas (initial foot-candles)

Use	Horizontal Illuminance Average	Uniformity Ratio (Average/minimum)
- Multi-family residential or condominium (stacked flat)	4.0	8/1
- Retail	4.0	4/1
- Office	7.0	4/1
- Industrial		
- Educational		
- Cultural, civic, and recreational		
- Church or place of worship		
- Townhomes and other attached residential		

Table 8.6-2: Other Exterior Lighting Standards (initial foot-candles)

Location	Horizontal Illuminance Average	Uniformity Ratio (Average/minimum)
*Vital locations (entry/exit doors, service areas, ATMs, bicycle parking, etc.)	5.0	4/1
Bicycle parking	3.0	4/1
Sidewalks	1.0	4/1
Vehicular use area other than parking (service areas, drives and approach ways, private access roads, etc.)	1.0	4/1
Storage yards	4.0	4/1
Loading/unloading docks and platforms	15.0	4/1
Auto sales yard/enclosed outdoor display	10.0	8/1
General recreational areas (fields*, playgrounds, courts*, pools)	10.0	4/1

*Average initial levels for vital locations shall be generally based on an area 10 feet by 10 feet or the limits of the specific area.

**See 8.6.4.1.1 for specific exceptions to this standard.

[SLIDE 15]

8.6.4 Design Requirements

A) Mounting Heights

Outdoor lighting fixtures shall be designed, located and mounted at heights shown to be appropriate in cross-section (see also Sec. 8.6.2.C), but in no case shall be greater than:

- 1) 18 feet above grade for non-cutoff lights (see Sec. 8.6.4.D.2);
- 2) 1) 35 feet above grade for full cutoff fixtures (see Sec. 8.6.4.D.3), **except as stated elsewhere in this Section.** The height for full cutoff lights fixtures along the perimeter of non-residential sites where they are immediately adjacent to adjoining residential properties shall be designed based on cross-sections as required by Sec. 8.6.2.C). **House-side shields are required based on cross-sections to avoid glare produced by lamp sources that is visible from the edge of residential building(s) and not fully shielded by existing or proposed vegetation shown on the landscape plan.**
- 3) 2) Mounting height is measured from the finished grade or surface and includes the total height of the fixture, pole, and any base or other supporting structure required to mount the light(s).

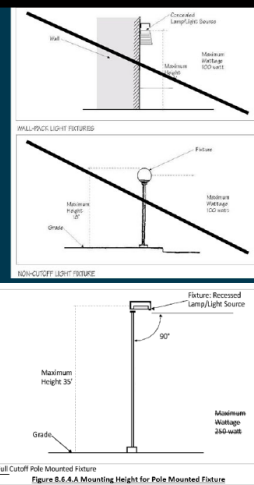


Figure 8.6.4.A Mounting Height for Pole Mounted Fixture

[SLIDE 16]

B) Location

- 1) All outdoor lighting fixtures shall be located a minimum of 10 feet from a property or right-of-way line, and should be kept out of and at least two (2) feet away from any required perimeter or streetscape buffer, and tree save area.
- 2) The layout of lighting shall be designed so that poles do not interfere with other elements of the approved site such as trees, landscaping, and parking. In general, poles should shall be kept at least 20 feet away from the trunk of any large type tree and at least 10 feet away from the trunk of any small type tree, except in cases where the Planning Director determines it is not reasonable and practical.
- 3) Lighting for outdoor display areas, such as auto dealerships, must be located inside the illuminated area or no more than 10 feet away from the outside edge of the illuminated area so that the amount of direct glare and the visual field of view does not present a safety hazard to the passing motorist.

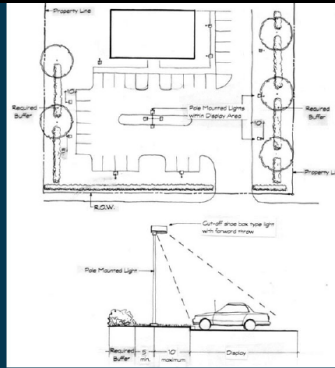


Figure 8.6.4.B Location/Lighting for Outdoor Display



[SLIDE 17]

D) Spillover Light and Glare Control

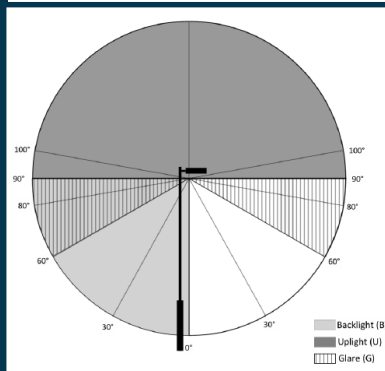
- 1) All outdoor lighting shall be designed and located such that the maximum illumination measured in initial foot-candles at the property line shall not exceed 0.3 onto adjacent residential sites and 1.0 onto adjacent non-residential sites and public rights-of-way.
 - 2) Non-cutoff lights are prohibited along the perimeter of non-residential sites where they are immediately adjacent to adjoining residential properties. Non-cutoff lights may require external caps and/or internal shields to control glare.
 - 3) Cutoff lights shall be full cutoff with no sag-type lenses;
 - 4) Cutoff lights used along the perimeter of non-residential sites where they are immediately adjacent to adjoining residential properties must be fitted with externally mounted shields placed on the residential side. The shields must be appropriately sized to sufficiently limit visible glare from the light onto the residential properties. Additional internal shields or other devices may be required to direct the light away from residential properties.
- 2) All fixtures shall be fully shielded, full cutoff type fixtures with a concealed lamp/light source, except as otherwise stated within this Section.



[SLIDE 18]

3) Backlight, Uplight, and Glare (BUG)

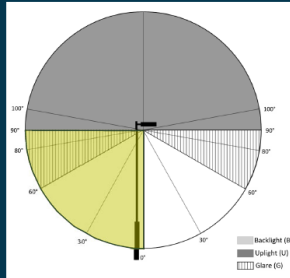
The three components of BUG ratings are based on IES TM-15-07 "Luminaire Classification System for Outdoor Luminaires" from the Illuminating Engineering Society, as amended (see Figure 8.6.4.D-2). The rating system is assigned a value between 0 and 5 for each component with lower numbers indicating less light in a given direction.



[SLIDE 19]

a) **Backlight (B)** creates light trespass onto adjacent sites. The B rating accounts for the amount of light 0 to 90 degrees vertical from the ground in the direction opposite from the area intended to be lit. Except as otherwise stated in this Section, the maximum permitted backlight (B) rating shall be:

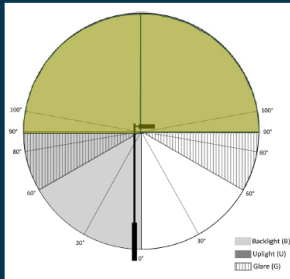
- (i) 3 for fixtures located 20 feet or less from a public right-of-way.
- (ii) 2 for fixtures located 20 feet or less from the property line of a residential use or a vacant property in a residential zoning district



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[SLIDE 20]

b) **Uplight (U)** contributes to artificial sky glow. The U rating defines the amount of light into the upper hemisphere 90 to 180 degrees vertical from the ground. Except as otherwise stated in this Section, the maximum permitted uplight (U) rating is 0, since all fixtures should be full cutoff.

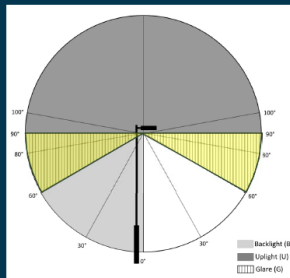


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[SLIDE 21]

c) **Glare (G)** is the component of light that can be annoying or visually disabling. The G rating accounts for the amount of front light and backlight 60 to 90 degrees vertical from the ground. Except as otherwise stated in this Section, the maximum permitted glare (G) rating shall be:

- (i) 1 for fixtures located 20 feet or less from a public right-of-way.
- (ii) 0 for fixtures located 20 feet or less from the property line of a residential use or a vacant property in a residential zoning district.



APEX
NORTH CAROLINA

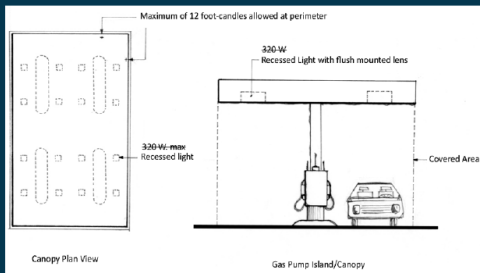
[SLIDE 22]

- E) **WattageLumens**
Lamps for non-cutoff fixtures (LED) shall not exceed 100-watts. Lamps for **full** cut-off fixtures (LED) shall not exceed 250-watts **15,500 lumens**
- F) **Building, Ground Mounted Fixtures and Accent Lighting**
Lighting shall not be mounted to buildings or used to illuminate buildings or other site features unless approved as integral elements on the development plan. Lighting will not be approved unless the light fixtures are carefully selected, located, aimed, and shielded so that light is directed only onto limited parts of the building façade, specimen landscape, and site features, and spillover light is minimized (see also Secs. 8.6.4.C *Architectural/Site Compatibility*, 8.6.4.D *Spillover Light and Glare Control*, and 8.6.4.E *WattageLumens*). Building, ground mounted fixtures and accent lighting must meet the following criteria:
- 1) Lights must not be used to illuminate entire portions of building(s), landscape, or site features.
 - 2) Building mounted lights such as wall-pack and goose-neck type fixtures shall be fully shielded, **true full** cutoff type fixtures (concealed lamp/light source). The lighting must be directed downward, and the wattage **lumens** must not exceed 75-watts **2,500 lumens**.
 - 3) Accent lights must be low-wattage **lumen** or low-voltage and the maximum illumination on any surface shall not exceed 5.0 average initial foot-candles.
 - 4) Awnings and canopies used for building accents over doors, windows, and etc. shall not be internally lit (i.e., from underneath or behind). If lit from above, the lighting must be spaced sparingly so that only limited portions of awnings and canopies are accented.



[SLIDE 23]

- H) **Lighting for Gas Station/Convenience Store Canopies**
Lighting for canopies for service stations and similar uses shall be restricted to no more than two (2) **320-watt11,000 lumen** recessed lighting fixtures (including lenses) mounted flush with the bottom of the canopy on each side of a gasoline pump island, or any other design that meets the standards of this ordinance. Lighting for canopies for service stations and other similar uses such as but not limited to bank and pharmacy drive through, and large covered main entrance canopies shall not exceed an initial maximum level of 12 foot-candles as measured at ground level at the inside of the outside edge of the canopy and an initial average level of 25 foot-candles under the canopy.



8.6.4.H Exterior Lighting Design Requirements – Lighting for Gas Stations & Convenience Store Canopies



[SLIDE 24]

Lumens

Project Name	Wall Packs	Parking Lot Lights	Canopy
3050 Lufkin Rd	1,500	13,571	n/a
Apex Senior Center	3,237-3,515	15,000	n/a
ATI Phase 5	n/a	28,500	n/a
Christian Brothers Automotive	2,731	526-7,800	n/a
Crossroads Ford	6,523	34,850	n/a
Crossroads Ford Truck Center	5,936	31,177	n/a
Eagles @ Laura Duncan Rd	2,310	15,259	5,750
Fifth Third Bank	1,000	10,000	1,000
Harmony Animal Hospital	n/a	20,555	n/a
Holt Rd Medical Office Building	n/a	4,406-19,136	n/a
Kangaroo @ Ten Ten Rd	2,900	13,650	10,871
Lake Pine Animal Hospital	n/a	19,036	n/a
Lidl	1,050-5,232	12,464-25,557	n/a
Lightbridge Academy @ Sweetwater	788	15,380.9	n/a
Marriott Spring Hill	n/a	7,504	n/a
Meridian at 1010	491	10,682-20,555	n/a
Publix Pointe Lot 4	905	10,799	10,871
The Hub/Stop N Go	2,400	6,171	5,750



[SLIDE 25]

I) Sports and Athletic Field Lighting

Lighting for ball fields and sports courts may need to exceed illumination standards for general recreational needs in order to meet higher standards required for tournament play. The Planning Director must approve any deviations from the illumination standards; however, before any changes will be considered the sports lighting must meet these minimum standards:

- 1) Fixtures ~~must~~ **shall** not exceed 80 feet in mounting height (this includes bases and/or other mounting structures).
- 2) Fixtures ~~must~~ **shall** be fitted with the manufacturer's glare control package. If the manufacturer does not have a glare control package, the fixture specification must be changed to a manufacturer that offers a glare control package.
- 3) Fixtures ~~must~~ **shall** be designed and aimed so that their beams fall within the primary playing area and the immediate surroundings, so that off-site direct illumination is significantly restricted. Spillover levels at the property line must not exceed 0.3 foot-candles onto residential properties.
- 4) Lighting shall be extinguished no later than one (1) hour after the event ends.



[SLIDE 26]

J) Private Recreation Facility Lighting

Lighting for ball fields and sports courts at a private recreation facility may exceed illumination standards set forth in this Section in order to meet higher standards required for active recreation. The Planning Director must approve any deviations from the illumination standards; however, before any changes will be considered the proposed lighting ~~must~~ **shall** meet these minimum standards:

- 1) Fixtures ~~must~~ **shall** not exceed 35 feet in mounting height (this includes bases and/or other mounting structures).
- 2) Fixtures ~~must~~ **shall** be fitted with the manufacturer's glare control package. If the manufacturer does not have a glare control package, the fixture specification ~~must~~ **shall** be changed to a manufacturer that offers a glare control package.
- 3) Fixtures ~~must~~ **shall** be designed and aimed so that their beams fall within the primary playing area and the immediate surroundings, so that off-site direct illumination is significantly restricted. Spillover levels at the property line ~~must~~ **shall** not exceed 0.3 foot-candles onto residential properties.

...



[SLIDE 27]

K) Illuminated Tubing or Strings of Light

Illuminated tubing or strings of light on trees and landscaping or outlining property lines or open sales areas, rooflines or wall edges of buildings are prohibited except as provided in Sec. 8.7.1A.25 *Holiday*. This prohibition does not apply to Town of Apex owned trees provided that the illuminated tubing or strings of lights on trees are not permanently installed and are removed from the tree and reinstalled or replaced at least twice per year.

L) Illumination for a Regional Recreation Complex

...

- 3) Building-mounted lights such as wall-pack and goose-neck type fixtures shall be fully shielded, true ~~full~~ cutoff type fixtures (concealed lamp/light source). The lighting must be directed downward, and the wattage ~~lumens~~ must **shall** not exceed 100 watts ~~2,500 lumens~~.

...

- M) Controls shall be provided that automatically extinguish all outdoor lighting when sufficient daylight is available using a control device or system such as a photoelectric switch, astronomic time switch or equivalent functions from a programmable lighting controller, building automation system, or lighting energy management system, all with battery or similar backup power or device.**



[SLIDE 28]

N) For non-residential uses, the lumens for each fixture shall be reduced by at least 30% no later than one (1) hour after the business is closed to the public except that lighting reductions are not required for the following:

- 1) When a site contains no more than two (2) fixtures.
- 2) Code required lighting for steps, stairs, walkways, and building entrances.
- 3) Motion activated lighting.
- 4) Lighting approved by a Special Use Permit in which times of operation are specifically identified.
- 5) Businesses that operate on a 24-hour basis.
- 6) When in the opinion of the Technical Review Committee, lighting levels must be maintained to ensure the health, safety, and welfare of the community.

8.6.5 Exemptions

The standards of this sSection shall not apply to:

- ...
B) Lighting associated with temporary uses that have been permitted, provided that the lighting meets the general standards of this sSection.
...
- E) Municipal **Street** lighting installed within public rights-of-way or on Town-owned property for the benefit of public health, safety, and welfare.



[SLIDE 29]

8.6.7 Lighting Definitions

Astronomic Time Switch: An automatic lighting control device that switches outdoor lighting relative to time of solar day with time of year correction.

Backlight: For an exterior fixture, lumens emitted in the quarter sphere below horizontal and in the opposite direction of the intended orientation of the fixture. For fixtures with symmetric distribution, backlight will be the same as front light.

BUG: A fixture classification system that classifies backlight (B), uplight (U) and glare (G).

Foot-candle: The unit of measure expressing the quantity of light received on a surface. One (1) foot-candle is the illuminance produced by a candle on one (1) square foot of surface area measured from a distance of one (1) foot.

Glare: Light entering the eye directly from fixtures or indirectly from reflective surfaces that causes visual discomfort or reduced visibility.

Lamp: A generic term for a source of optical radiation (i.e. "light"), often called a "bulb" or "tube". Examples include incandescent, fluorescent, high-intensity discharge (HID) lamps, and low-pressure sodium (LPS) lamps, as well as light-emitting diode (LED) modules and arrays.



[SLIDE 30]

Landscape Lighting: Lighting of trees, shrubs, or other plant material as well as ponds and other landscape features.

LED: Light Emitting Diode.

Light Pollution: Any adverse effect of artificial light including, but not limited to, glare, light trespass, sky glow, energy waste, compromised safety and security, and impacts on the nocturnal environment.

Light Trespass: Light that falls beyond the property it is intended to illuminate.

Lighting: "Electric" or "man-made" or "artificial" lighting. See "lighting equipment".

Lighting Equipment: Equipment specifically intended to provide gas or electric illumination, including but not limited to, lamp(s), luminaire(s), ballast(s), poles, posts, lens(es), and related structures, electrical wiring, and other necessary or auxiliary components.

Photoelectric Switch: A control device employing a photocell or photodiode to detect daylight and automatically switch lights off when sufficient daylight is available.

Sales area: Uncovered area used for sales of retail goods and materials, including but not limited to automobiles, boats, tractors and other farm equipment, building supplies, and gardening and nursery products.



[SLIDE 31]

Sky Glow: The brightening of the nighttime sky that results from the scattering and reflection of artificial light by moisture and dust particles in the atmosphere. Sky glow is caused by light directed or reflected upwards or sideways and reduces one's ability to view the night sky.

Time Switch: An automatic lighting control device that switches lights according to time of day.

Uplight: For an exterior luminaire, flux radiated in the hemisphere at or above the horizontal plane.



Councilmember Mahaffey asked where the rating system came from, and said there was a reference to an IES standard.

Ms. Bunce said yes, that is the Illuminating Engineering Society.

Councilmember Zegerman asked if Ms. Bunce was aware of the motivation to lower the lighting requirement for bicycle parking.

Ms. Bunce said the desire was the lower the level of everything, and that the new bicycle parking lighting standards would be in between vital location standards and those of things like parking lots.

Mayor Pro Tempore Killingsworth asked if there were any concerns from public safety regarding lowering lighting.

Ms. Bunce said they did not work with public safety for these amendments, it was the EAB, planning, and electric departments.

Councilmember Gray asked if this was not changing the level of brightness, more so just the definition of brightness.

Ms. Bunce said yes, the effect of the light on the ground will not change, but the intensity of the light in a particular fixture has been set.

Councilmember Gantt said there an example of a picture where there is someone robbing a property, but they couldn't really be seen because of poorly covered lights. He said this should help see more in certain areas when things aren't shining directly into people's eyes. He said there may be lower light in some places, but it should overall be better because it is better directed. He added that the uplight was totally wasted, and that component was more important for the night sky.

Councilmember Gray thanked Ms. Bunce for letting them geek out on this.

Mayor Gilbert opened up Public Hearing for this item. With no one signed up, he closed public hearing and moved discussion back to Council.

A **motion** was made by **Councilmember Gray**, seconded by **Councilmember Zegerman**, to approve the Unified Development Ordinance Amendments of October 2023.

Councilmember Gantt said he had been wanting to do this since he got elected, and he said at the first EAB meeting before Covid, he told them that the biggest impact they could have would be things that could be put into the UDO. He said some of the folks on the board were lighting experts, and this was a very thoughtful product from multiple components. He thanked Ms. Bunce, other town staff, and the EAB members who have helped bring this project together. He said he thinks this will have long-lasting positive impacts on the town.

VOTE: UNANIMOUS (5-0)

[NEW BUSINESS]

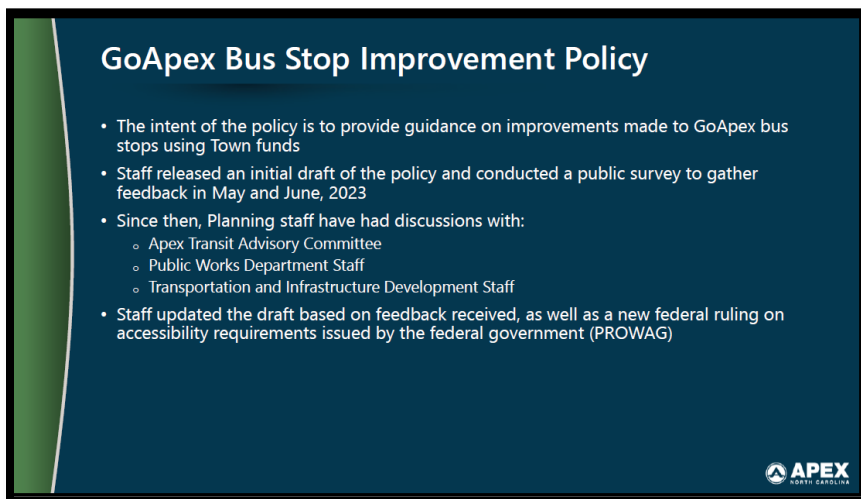
NB1 GoApex Bus Stop Improvement Policy (REF: PLCY-2023-013)

Katie Schwing, Senior Planner for Long Range Transit, gave the following information regarding the GoApex Bus Stop Improvement Policy.

[SLIDE 32]



[SLIDE 33]



1 [SLIDE 34]

GoApex Bus Stop Improvement Policy

Policy Highlights:

- Establishes Standard bus stop improvements, for which all GoApex stops would qualify
- Establishes Enhanced bus stop improvements, for which stops would undergo a qualification and prioritization process
 - Criteria Considered:
 - ridership estimates
 - nearby land uses
 - stop function
 - presence of transit-reliant populations
 - presence of historically underserved populations
 - site context
 - community requests
 - Standard Bus Stop Improvements would take first priority before enhanced improvements
- Allows for other types of improvements on a case-by-case basis and some deviations based on special circumstances

2
3 [SLIDE 35]

GoApex Bus Stop Improvement Policy

Standard Improvements	Enhanced Improvements	Other Improvements
<i>ALL GoApex stops would qualify for:</i> <ul style="list-style-type: none">GoApex bus stop signConcrete or asphalt landing pad and amenity padAdequate lightingBenchPost-mounted Information box with route schedule and map	<i>GoApex stops would be subject to qualification and prioritization for:</i> <ul style="list-style-type: none">Covered shelter with seatingBicycle racks	<i>GoApex stops could be considered for the following based on discussion with Town Staff and/or the development review process:</i> <ul style="list-style-type: none">Trash receptaclesBicycle, pedestrian, or roadway infrastructure improvementsEnhanced information and connectivityPublic artAlternative bus stop designs, landscaping and/or enhanced public spaces

4
5 [SLIDE 36]

GoApex Bus Stop Improvement Policy

- If approved, Staff plan to complete the qualification and prioritization process and move forward with installation of initial improvements with available funding in FY24 budget
- It is anticipated that further improvements would be installed over time

Transit Advisory Committee Recommendation:

- The Transit Advisory Committee unanimously recommended approval of the draft policy during their October 11, 2023 meeting.

Staff Recommendation:

- Planning staff recommend approval of the draft policy.

1 **Councilmember Zegerman** said he would like to see trash receptacles put in at places
2 where shelters are installed. He said he doesn't think it should be left to a case-by-case basis.

3 **Councilmember Gantt** said there is a lot of discussion about trash on the transit committee.
4 He said there was concern, but also a realization from staff that there may be overflowing trash cans.

5 **Councilmember Zegerman** said he understood, but he thinks if there is enough ridership to
6 warrant a shelter, there is enough to warrant a trash receptacle.

7 **Councilmember Gantt** said transit would be killed if there was an overflowing trash can at a
8 shelter.

9 **Councilmember Zegerman** said they are building a policy around one department maybe
10 not having enough staff to pick up trash, and that would be another problem to solve. He said for
11 this policy, ridership that warrants a shelter at a stop should also have trash receptacles. He said they
12 should talk about how to assist public works with dealing with this, but that shouldn't prevent this
13 from going in the policy.

14 **Councilmember Gray** said he was excited they were getting this policy. He said in
15 Wilmington, he saw bus stops that weren't even with sidewalks, let alone including shelters. He said
16 this a policy that would assist the town in many ways, through ridership, total use, or making it look
17 more appealing. He said it's not perfect, but it does move things in the right direction, and he
18 appreciates the work staff is putting in on this, as these policies will be longer-term payouts that will
19 help keep GoApex moving in the right direction.

20 **Councilmember Gantt** said he wanted to close the loop on the trash discussion. He asked
21 Ms. Schwing why that ended up in Other rather than Enhanced.

22 **Ms. Schwing** said staff discussed it with public works, and Director Mullis indicated at the
23 time that they could take on an additional 6 trash cans with the person currently assigned to it. She
24 said there may be more than 6 enhanced bus stops, so that wouldn't work with their current
25 capacity. She said it would be up to Council to change that if needed, but that was her discussion
26 with staff.

27 **Councilmember Gray** said he doesn't think trash is a showstopper, because the town is
28 good at ensuring trash doesn't sit. He said public works wouldn't let them down on this.

29 **Ms. Schwing** said that Public Works was very supportive of this, they just wanted to ensure
30 they were able to maintain a high standard.

31 **Mayor Gilbert** asked if Council was in favor of **Councilmember Zegerman's** proposed
32 changed.

33 **Mayor Pro Tempore Killingsworth** said she would like to see it under enhanced.

34 **Councilmember Zegerman** said they can look at other scenarios where trash receptacles
35 would be necessary, but it should at least be a part of the enhanced category.

36
37 A **motion** was made by **Councilmember Zegerman**, seconded by **Mayor Pro Tempore**
38 **Killingsworth**, to approve the GoApex Bus Stop Improvement Policy, with the change of including
39 trash receptacles in the standards for Enhanced Bus Shelters.

40
41 **VOTE: UNANIMOUS (5-0)**

42
43 **Mayor Gilbert** thanked Ms. Schwing and Councilmember Gantt for their work on this.

1 **Councilmember Gantt** said he predicted they would go with staff's recommendation on this
2 topic, and he was wrong about that.

3
4 **NB2 Ordinance Amendment - Chapter 5 - Article 1 - Section 5 - Automatic Fire Sprinkler**
5 **System Requirements**

6 **Councilmember Mahaffey** said this was a potential ordinance proposal which would require
7 fire sprinkler systems in all residential properties in Apex. He said they are not currently required in
8 state law to be installed in townhomes or single-family homes. He said the NC General Statute has a
9 provision allowing Municipalities to pass ordinances for stricter fire safety code. He said it would
10 then go to the Building Code Council, and become Apex law if they approved it. He said he has
11 invited Fire Chief Herman and Deputy Fire Marshal Dillon to the meeting tonight to help answer
12 questions. He noted that there will be questions and discussion about costs and impacts to
13 development, and he would welcome that. He said he wanted to be clear that the reason he is
14 proposing this is for the preservation of life. He said sprinkler systems reduce fatalities by about 80%.
15 He added that it decreases property damage by around 70%. He said without sprinkler or
16 suppression systems, homes can become engulfed in flames quickly. He said there are also cost
17 savings in terms of the decrease of insurance rates. He said his father and grandfather were both fire
18 chiefs. He said the Town Council has the opportunity to do something tonight that has the ability to
19 preemptively preserve life. He said they are sitting here before a tragedy may occur, and not after,
20 talking about they can make Apex safer. He invited Chief Herman up to speak on the topic to
21 Council and answer questions.

22 **Councilmember Gantt** asked why there isn't a report they can look at with this information
23 rather than somebody talking tonight.

24 **Councilmember Mahaffey** said there is plenty of data about this topic with the Municipal
25 government and development communities. He said he brought some fact sheets, but it may mean
26 more to hear from an expert rather than reading from something printed off the internet. He said
27 one of the problems in this is that the cost estimates largely depend on who is asked.

28 **Councilmember Gantt** said he was mostly wanting to know data from a non-biased source,
29 not from developers or trade organizations.

30 **Councilmember Mahaffey** said he could give him an answer from the data he found, but it
31 may be better to hear it from the town's fire staff.

32 **Chief Herman** said as the fire chief, he supports anything that would enhance life and
33 property safety. He said Mr. Dillon would be the true subject matter expert, as he is part of the risk
34 reduction division. Chief Herman said before they ask him questions, he is going to ask them a few.
35 His first question was, "what is the best way to put out a fire?"

36 **Councilmember Zegerman** said to not start one.

37 **Chief Herman** said that was correct, to prevent it. He said that is one of the main focuses of
38 the fire department. He said if a fire cannot be prevented, the best way to put it out is quick
39 suppression. He said the things that worries him the most about fire risk is dense, clustered
40 residential homes. He said it is a matter of when not if there would be multiple homes burning
41 simultaneously. He said fires in today's construction double in size every 30 seconds. He said fires
42 reach from the ceiling to the floor in 4-5 minutes. He said the response time goal from the time 911
43 is called to when the fire department arrives on scene to respond is 8 minutes 90% of the time. He
44 said the fire service fully supports this, but he said he understands this is a sticky political topic in

1 some ways. He said he and Mr. Dillon were happy to answer any questions they had, or research and
2 bring back answers.

3 **Mr. Dillon** said he has been excited about this all day. He said doing this would be a legacy
4 item for everyone at the table. He said behind every badge there is a heart that cares about people,
5 and this would be a way to preserve life in Apex.

6 **Councilmember Gray** thanked Mr. Dillon and the fire department for all that they do. He said
7 he is no expert on sprinkler systems, and asked if Mr. Dillon could explain the logistics of sprinkler
8 systems in homes some.

9 **Mr. Dillon** said some sprinkler heads are concealed behind a plate, which will extend and
10 activate if the plate gets to 155 degrees Fahrenheit. He said there would be less sprinkler heads in a
11 single-family home than in a commercial building, and they would use sprinklers with the NFPA D
12 standard. He said they could be run through a home's regular cold-water loop plumbing system. He
13 said sprinklers only go in rooms where people would typically be in homes, not unused basements
14 or attics. He said these would flow about 13 gallons a minute, so they would not flood a home
15 before firefighters could respond.

16 **Councilmember Gray** asked if there would be concerns about sprinkler heads going off
17 from something like smoke from cooking, like smoke detectors.

18 **Mr. Dillon** said sprinklers only activate based on direct heat on each individual sprinkler
19 head. They do not go off simultaneously. He said nobody in North Carolina has ever died in a home
20 with sprinklers.

21 **Councilmember Gray** asked if there were residences here in Apex with these internal
22 sprinkler systems already installed.

23 **Mr. Dillon** said a majority of the early sections of Bella Casa have them, as well as many in
24 Colvin Park. He said many homes in Apex have them, and many in the past 20 years have installed
25 them as a way to save money on insurance.

26 **Councilmember Gantt** asked about the difference in risk reduction for newer homes which
27 have wired smoke detectors with battery backup.

28 **Councilmember Mahaffey** said the fact sheet he was referring to from the National Home
29 Sprinkler Coalition used homes with smoke detectors as the baseline for comparison.

30 **Councilmember Gantt** asked about the risk reduction of smoke detectors versus not having
31 them.

32 **Mr. Dillon** said a working smoke detector doubles the chances of surviving a fire.

33 **Councilmember Gantt** asked if fire risk in newer buildings was higher or lower than in older
34 buildings, and asked if there was data he could speak to for Apex.

35 **Mr. Dillon** said fires happen at all kinds of buildings, old or new. He said they could happen
36 at Reunion Park and be suppressed by the sprinklers, or happen in a home from a cooking fire.

37 **Councilmember Mahaffey** said the modern layout of houses contributes to the rate of fire
38 spread, through things like open concepts.

39 **Councilmember Gantt** asked if the building materials were better for fire risk now.

40 **Mr. Dillon** said modern construction has increased flammability.

41 **Councilmember Gantt** said he would think wiring would be better at least.

42 **Councilmember Mahaffey** said potentially, but if there were a wiring fire it could hit a candle
43 close by and spread throughout the open floors. He said he thinks it is worse now than it has ever
44 been.

1 **Councilmember Zegerman** said with increased density, there is also the risk of spreading
2 the fire to other buildings and units more quickly.

3 **Councilmember Mahaffey** said this is where the argument that homeowners are
4 responsible for themselves and those living with them becomes a problem. There are other
5 apartments or units that could be affected by a fire in a apartment or townhome environment. He
6 said they are currently required in apartments, but there was a proposal to remove even that
7 component. He said that is why it's important for them to create their own regulations. He said
8 townhomes are not subject to that regulation, but the same problem could occur. He said with
9 trends in developments, single-family homes are looking a lot like townhomes in how close they are
10 to each other. He said that is another reason this issue needs to be looked at now.

11 **Mayor Gilbert** asked if Mr. Dillon could describe how fire rated walls work.

12 **Mr. Dillon** said those fire rated walls separate townhomes that are considered different
13 dwellings, and different areas of commercial buildings. He said these would not be found in single-
14 family homes.

15 **Councilmember Gantt** asked if there would be reductions in other needs of fire response,
16 such as hydrant spacing, if this was approved for new constructions.

17 **Mr. Dillon** said yes, there could be a relaxing in some other mitigating factors since
18 sprinklers would be so beneficial in decreasing spread.

19 **Chief Herman** said there would be other areas that don't have sprinklers since it wouldn't be
20 a complete retrofit. He said it is important to maintain the 5-minute travel time response for those
21 areas with sprinklers as well, as they respond to other types of hazards.

22 **Mr. Dillon** said the travel time also keeps their ISO Class 1 rating, which helps lower
23 insurance rates for everyone in the town.

24 **Councilmember Gray** asked how the spacing of hydrants would change in areas this policy
25 may be implemented.

26 **Mr. Dillon** said there wouldn't be a need for firefighters to fill up as often when responding,
27 because the sprinklers has already gotten the job started. He said it would be a break for developers
28 in terms of building their infrastructure.

29 **Councilmember Mahaffey** said the number of homes before an egress was a big factor for
30 availability too.

31 **Mayor Pro Tempore Killingsworth** thanked the fire department for all they do. She asked if
32 there was an estimate on how much a sprinkler system would cost to implement it in a single-family
33 home.

34 **Mr. Dillon** said the national average, from the NFPA study, is \$1.61 per square foot. He said
35 that is for a multipurpose system tied to the existing cold-water loop. He said the department tells
36 people that it is roughly the cost of granite countertops in their home.

37 **Mayor Pro Tempore Killingsworth** asked if there was an estimate of potential insurance
38 cost savings with sprinkler systems.

39 **Mr. Dillon** said he has seen rate cuts of up to 35%, but you have to shop around and let them
40 know you have the sprinklers installed.

41 **Councilmember Mahaffey** added that Habitat for Humanity has chosen to put sprinklers into
42 their new homes.

43 **Councilmember Gantt** asked for the cost estimate of that.

44 **Councilmember Mahaffey** said he did not have it.

1 **Councilmember Gantt** asked if they know the costs of the ones that have been installed in
2 homes in Apex.

3 **Mr. Dillon** said those have been the standalone systems, so likely in the 3-5 dollar per square
4 foot range, but he does not know the total cost.

5 **Councilmember Gray** asked if putting these systems in new developments on the periphery
6 of Apex's boundaries would help alleviate difficulties caused by travel time and not having fire
7 stations as close to those areas.

8 **Mr. Dillon** said public and private partnerships would be key on this. He said there was
9 discussion about Veridea providing fire response infrastructure, but that never happened. He said
10 those relationships would be key to making this work.

11 **Chief Herman** said one of the key things is figuring out the travel times to areas and
12 identifying the biggest gaps, but also the risk and how much resources have to put into responses.
13 He said a residential structure fire requires an Effective Response Force (ERF) of 17 firefighters and 4
14 engines, as well as 2 battalion chiefs. He said these positions are accounted for through critical
15 tasking. He said they are looking at these questions with Fire Station 7. He said for a building with
16 sprinklers, he is open to sending less ERF, because the facts show that the response will be much
17 less because the fire was contained by the sprinkler system.

18 **Councilmember Gray** said that information helps out a lot. He said this gives a better idea of
19 the resource to investment ratio for the personnel hours needed to respond and effectively maintain
20 emergency coverage in all areas. He asked if there would need to be backflow inspections on these
21 systems, and if so, who would be paying for it.

22 **Rudy Baker**, Inspections and Permits Director, said they would not require backflow
23 inspection, because they would already be tied into the plumbing system.

24 **Councilmember Gantt** asked if these systems required maintenance.

25 **Director Baker** said he did not think they did for commercial buildings, but he would get
26 back to them.

27 **Councilmember Gantt** asked Town Attorney Hohe if counties would be able to do this.

28 **Town Attorney Hohe** said they would be subject to the same process that the town is in
29 passing this and having it be reviewed. She said her assumption would be the applicability would be
30 to the County jurisdiction, and not municipal jurisdictions. She said she would need to research it to
31 confirm.

32 **Councilmember Gantt** said he suspects that the cost of these systems would be lower if
33 there was more than just Apex putting these in, because it would drive more of a business.

34 **Councilmember Zegerman** said the installation of it is simple since it goes in with the
35 existing water system.

36 **Councilmember Gantt** said he understands the principle, but these things often end up
37 more complicated and expensive in reality.

38 **Councilmember Mahaffey** said the expense only goes up over time, and the best time to do
39 it is when the home is being constructed.

40 **Councilmember Gantt** said that part makes sense.

41 **Mayor Gilbert** said a county wide approach would have a bigger impact for Apex, since fire
42 covers homes outside of the corporate limits.

43 **Councilmember Zegerman** asked how many developments don't annex into Apex before
44 construction anyway.

1 **Mayor Gilbert** said there were still quite a few.

2 **Councilmember Zegerman** said he can he a county policy being supplemental to theirs, but
3 doing it within the town would be the most beneficial.

4 **Councilmember Mahaffey** said it would be best to start this at the county or state level, but
5 they have to start somewhere.

6 **Councilmember Gantt** said that the higher the level it was required at, the cheaper it would
7 become.

8 **Councilmember Mahaffey** said there would also be a delay in this getting implemented, as
9 there is a delay after it became fully approved to give developers time to prepare.

10 **Councilmember Gantt** asked about the insurance reductions with sprinkler systems.

11 **Mr. Dillon** said they have seen as much as a 35% reduction in Apex.

12 **Mayor Gilbert** thanked Chief Herman and Mr. Dillon for answering their questions and
13 informing them on this topic.

14 **Mr. Dillon** reminded everyone to change the batteries in their smoke detectors when they
15 set their clocks back.

16 **Mayor Gilbert** began the discussion for the item. He said he fully supports the intent of the
17 topic. He said he wants to ensure the process is done properly. He said he wants to hear from the
18 developers and other players that would be interested in the development of this.

19 **Councilmember Gray** said it is hard to argue against measures to increase public safety. He
20 said this is not quite as simple of a discussion as a cost/benefit ration as well. He said this would be a
21 major policy shift, which may impact other jurisdictions as they see how Apex approaches this. He
22 said he would like to get a staff report, and some more specifics from that would help inform their
23 decisions. He said he would like to see some more information on how this would benefit or impact
24 dwellings with various spacing, and how this may impact the UDO. He said he also does not know
25 the legal implications, and if the town has the full authority to do this to the extent he wants to. He
26 agreed with Mayor Gilbert that input from the development community would be beneficial. He said
27 he was thinking about earthquake-proofing houses. It may be useful if an earthquake happened, as
28 it has before and could again, but was it as necessary as doing that in California? He said that was
29 part of the equation here. He said there are lots of pieces of information he needs to consider before
30 making this decision. He said the Council prides themselves on making decisions based on data, but
31 they don't have the data fully on this.

32 **Councilmember Mahaffey** said it isn't unclear at all when builders stand on this issue. He
33 said that has been shows in states and municipalities nationwide. He said they are against this. He
34 said this debate has been going on for decades in places around the country. He said the fact is they
35 save lives, and this is one of the only things in the building code they have any say in. He said, to him,
36 the protection of life is worth it. He said growing up his dad was a fire chief, and on the mantle at
37 home his dad had a firefighter of the year award. He said his mother told him that his father won the
38 award for running into a burning building, fully engulfed, because he heard there was a kid in there.
39 As it turned out, there was not a kid in there, but he had gone anyway. He said that is the dedication
40 that all of our first responders have to this issue, and sprinklers would eliminate that need of them to
41 have to take that kind of risk. He said it's a good thing as it decreases insurance costs, increases
42 survival chances, and improves level of service from fire departments. He said they can get any data
43 they want, and he isn't against that, but the data won't change. He said there is an upfront cost that

1 would be recouped on insurance costs, and homes with sprinklers would be less likely to burn down,
2 and their occupants less likely to die.

3 **Councilmember Zegerman** said he doesn't think that the data is going to change any
4 outcome. He said fundamentally the point is the safety and risk mitigation these systems provide, at
5 what is ultimately a nominal cost for all of the benefits that come out of this. He said in response to
6 Councilmember Gray's comments, this is not a cost/benefit analysis. He said they are having the
7 wrong conversation if they are tripping on the dollars.

8 **Councilmember Mahaffey** said the point about UDO amendments changing was a good
9 one. He said he wanted to push back a bit on those needing to be ready before they pass this,
10 because there is a long process to this becoming law. He said he wouldn't want to staff to put a lot of
11 time into looking at those potential changes just for it not to get through the Building Code Council
12 (BCC). He said they could look at changes in anticipation during the 6-month waiting period if this
13 did get through the BCC after they passed it.

14 **Councilmember Gray** said he agrees that they don't need to completely build those UDO
15 changes now, but he would like to know what the unintended consequences would be from this
16 change. He said they should be looking at figuring out the "unknown unknowns", and use the
17 process to make sure things don't go down the wrong pathway. He said the builders may say it is too
18 expensive, but he would love to know the costs to analyze things. He said, with all due respect, that it
19 is dangerous for Council to forget that there are processes in place to allow them to take a step
20 back, pause, and think about what they haven't thought about. He said he is in support of the
21 amendment, and thinks it would save lives of people inside and outside of Apex, but he wants to
22 wants to be able to say that he has looked at the numbers and made decisions based on those. He
23 said he does not want to delay decisions, but they need to make those decisions based on the right
24 advice.

25 **Mayor Gilbert** asked if anybody was opposed to a public hearing for this item.

26 **Councilmember Mahaffey** indicated that he was, and said he was ready to pass it now.

27 **Councilmember Zegerman** said he doesn't think it is needed.

28 **Mayor Gilbert** said they owe it to their constituents to get all of the information, and he still
29 many questions. He asked Mayor Pro Tempore Killingsworth her thoughts.

30 **Mayor Pro Tempore Killingsworth** said she was wondering what would make her say no to
31 this. She said she couldn't think of anything that would. She said if there was a vote tonight, she
32 would say yes to this. She understands that there are questions, and more information they could
33 gather from staff. She said she is asking herself what would change her view if they delayed this.

34 **Mayor Gilbert** asked what the process would be if this was passed tonight.

35 **Town Attorney Hohe** said it would go before the state BCC, and if they approved it, it would
36 come back to the town, and would go into effect 6 months after that point.

37 **Councilmember Gantt** asked if carve outs for municipalities in the state building code was a
38 common thing.

39 **Town Attorney Hohe** said she does not know, but implementing a more stringent fire code
40 is something outlined in general statutes, with the approval of the state BCC.

41 **Councilmember Gantt** asked if any municipalities have done this.

42 **Town Attorney Hohe** said she did not know.

1 **Councilmember Gantt** said as a statistician, he wants data as well. He said there could be
2 tens or hundreds of millions of dollars in cost based on this decision, just with current projects and
3 developments.

4 **Councilmember Zegerman** asked if it would change his mind about this if the number was
5 100 million.

6 **Councilmember Gantt** asked if anyone has ever died in a fire in Apex.

7 **Councilmember Zegerman** asked if they wanted to wait until it did happen. He said getting
8 into the numbers like this makes it the wrong conversation.

9 **Mayor Gilbert** said to him it was about the process and being consistent with how they make
10 decisions.

11 **Councilmember Gantt** said in his day job, he works on particulate matter pollution. He said
12 there is no safe level of particulate matter pollution in the atmosphere, but rules for them are still set
13 with the notion that pollution is still going to happen. He said 100 million dollars to not save any lives
14 is a bad idea.

15 **Councilmember Zegerman** said the aggregate cost could be very high, but it would be
16 distributed across many cases. He said he would be open to a public hearing for this item, but his
17 vote on it would not change.

18 **Mayor Gilbert** said then why would there be a reason not to allow the public to weigh in.

19 **Councilmember Gantt** said the Clean Air Act is the most cost/benefit positive law in the
20 United States. He said the papers he has read on this topic indicate that the cost/benefit for a policy
21 like this is a negative. However, he said it is a positive for multi-family developments.

22 **Councilmember Zegerman** asked if they were wanting to quantify the cost of a human life
23 now. He said he would defer to Councilmember Mahaffey on having a Public Hearing.

24
25 A **motion** was made by **Councilmember Mahaffey**, seconded by **Mayor Pro Tempore**
26 **Killingsworth**, to approve the Automatic Fire Sprinkler System Requirements Ordinance
27 Amendment as presented.

28
29 **VOTE: 3-2, Councilmember Gantt and Councilmember Gray dissenting**

30
31 **Clerk's Note:** *This ordinance passed by a simple majority (3-2). For the Town to pass an*
32 *ordinance on the date of introduction (first vote by council), the ordinance must receive an affirmative*
33 *vote by 2/3s of its members. For Apex, this "supermajority" vote requires an affirmative vote of 4*
34 *members. Because the ordinance passed by a simple majority, it will be presented again on*
35 *November 14, 2023 for a second vote. If the ordinance receives an affirmative vote by a simple*
36 *majority on the 2nd reading (second vote by council) it will pass.*

37
38
39 **[UPDATES BY INTERIM TOWN MANAGER]**

40
41 **Interim Town Manager Purvis** said early voting starts this weekend, runs from October 28-
42 November 4, at the John Brown Community Center. He said there was a strategic planning session
43 coming up for Council this Friday, and they had a Joint Meeting with Wake County on October 30th.
44 He said staff is out at Pleasant Park now and testing everything, and they are on track for the

1 November 4th grand opening. He said they closed on the 3.4 million-dollar bonds for the Mason
2 Street Municipal Building, and tomorrow they will close on the 17 million-dollar bonds for the
3 Peakway Project.

4
5 **[CLOSED SESSION]**
6

7 A **motion** was made by **Mayor Pro Tempore Killingsworth**, seconded by **Councilmember**
8 **Zegerman**, to enter into Closed Session pursuant to NCGS §143-318.11(a)(5).
9

10 **VOTE: UNANIMOUS (5-0)**
11

12 Council entered into Closed Session at 8:14p.m.
13

14 **CS1 Demetria John, Assistant Town Manager, and**
15 **Steve Adams Utilities Acquisition Specialist**

16 **NCGS §143-318.11(a)(5):**

17 *"To establish, or to instruct the public body's staff or negotiating agents concerning the position to be*
18 *taken by or on behalf of the public body in negotiating (i) the price and other material terms of a*
19 *contract or proposed contract for the acquisition of real property by purchase, option, exchange, or*
20 *lease; or (ii) the amount of compensation and other material terms of an employment contract or*
21 *proposed employment contract."*
22

23 Council returned to open session at 9:12 p.m.
24

25 **[ADJOURNEMENT]**
26

27 **Mayor Gilbert** adjourned the meeting at 9:12 p.m.
28

29 Jacques K. Gilbert
30 Mayor
31

32 Allen Coleman, CMC, NCCCC
33 Town Clerk to the Apex Town Council
34

35 Submitted for approval by Town Clerk Allen Coleman and approved on _____.
36
37

DRAFT MINUTES

TOWN OF APEX
TOWN COUNCIL STRATEGIC PLAN WORK SESSION
THURSDAY, OCTOBER 27, 2023
2:00 P.M.

The Apex Town Council met for a work session on Thursday, October 27, 2023 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=-c4iTR9yMc0>

[ATTENDANCE]

Elected Body

Mayor Jacques K. Gilbert (presiding)
Mayor Pro-Tempore Audra Killingsworth
Councilmember Brett Gantt
Councilmember Terry Mahaffey
Councilmember Arno Zegerman
Absent: Councilmember Ed Gray

Town Staff

Interim Town Manager Shawn Purvis
Assistant Town Manager Demetria John
Assistant Town Manager Marty Stone
Town Clerk Allen Coleman
Town Attorney Laurie Hohe
All Department Directors and/or a Departmental Designee was Present.

[COMMENCEMENT]

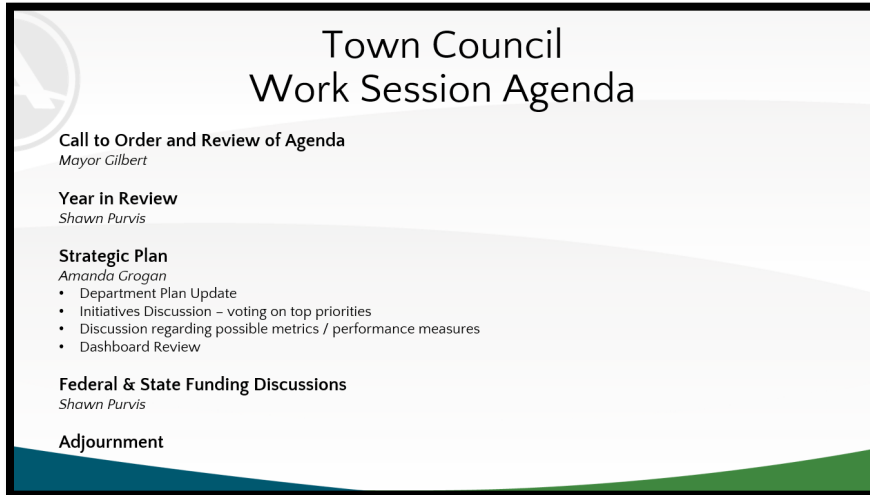
Mayor Gilbert called the meeting to order at 2:00pm and Mayor Pro Tempore announced it was Councilmembers Zegerman 50th Birthday and all staff sang Happy Birthday.

[ITEM NO. 1 - YEAR IN REVIEW]

DRAFT MINUTES

Shawn Purvis, Interim Town Manager, gave an overview of what will be discussed for the department strategic plan and how it fits into Fiscal Year 2023-2024 budget. He said this session will help give staff direction on how to proceed moving into the next fiscal year.

[SLIDE-1]



Mayor Gilbert asked if Council should hold their questions at the end of the presentation.

Director Grogan said it's fine if Council asks questions as she presents.

Interim Town Manager Purvis said staff is here from each department to answer any questions Council may have.

Mayor Pro Tempore Killingsworth asked presenters if a question is asked and it's going to be coming up later in the presentation then to state that rather than answer the question at that time.

Councilmember Gantt asked if this Work Session replaces the one in March or will Council have another Work Session.

Interim Town Manager Purvis said the goal is for this Work Session to be the primary one to have this discussion in place ahead of time so staff can adapt and make any changes at Council's request.

[SLIDE-2]



DRAFT MINUTES

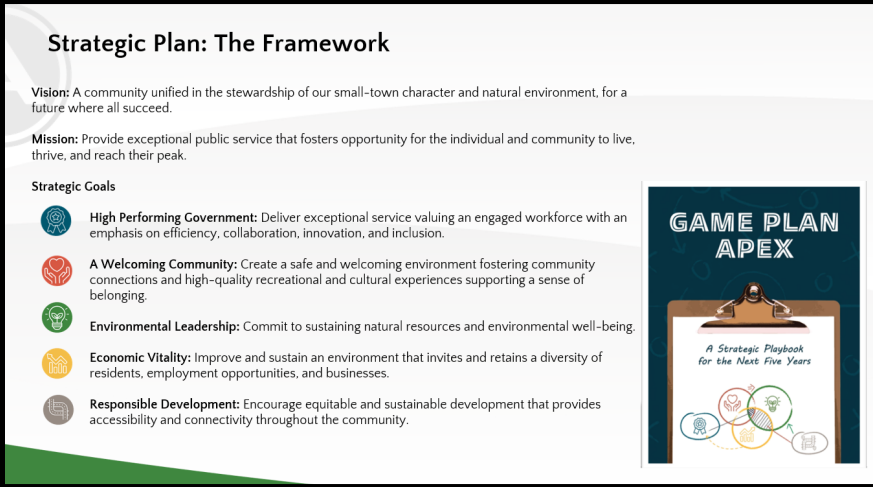
Mayor Pro-Tempore Killingsworth said to staff that they have done an amazing job and thanked them for their work.

Interim Town Manager Purvis said staff appreciates that, and the extended leadership year in review was a very good time to see what the town has done and how everything is aligning with the strategic goals.

[ITEM NO. 2 - STRATEGIC PLAN]

Amanda Grogan, Budget and Performance Management Director, gave an overview of the framework of departmental strategic goals and how they align with Apex's game plan.

[SLIDE-3]



Strategic Plan: The Framework

Vision: A community unified in the stewardship of our small-town character and natural environment, for a future where all succeed.

Mission: Provide exceptional public service that fosters opportunity for the individual and community to live, thrive, and reach their peak.

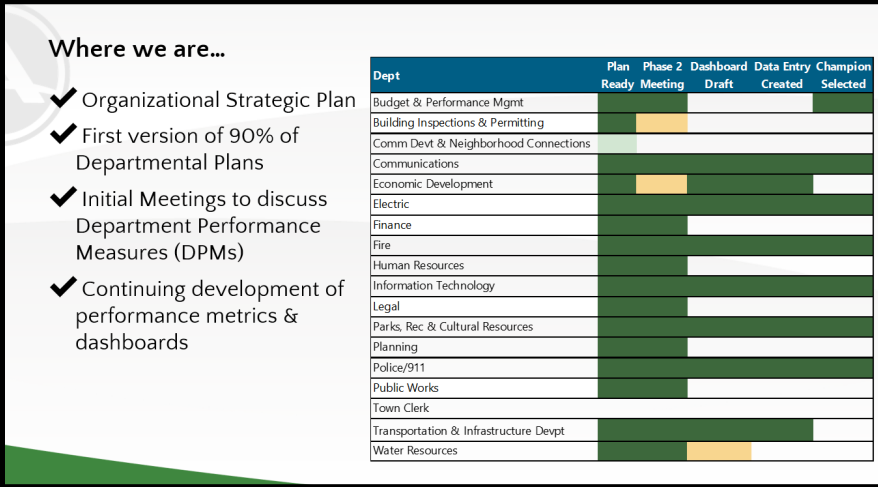
Strategic Goals

- High Performing Government:** Deliver exceptional service valuing an engaged workforce with an emphasis on efficiency, collaboration, innovation, and inclusion.
- A Welcoming Community:** Create a safe and welcoming environment fostering community connections and high-quality recreational and cultural experiences supporting a sense of belonging.
- Environmental Leadership:** Commit to sustaining natural resources and environmental well-being.
- Economic Vitality:** Improve and sustain an environment that invites and retains a diversity of residents, employment opportunities, and businesses.
- Responsible Development:** Encourage equitable and sustainable development that provides accessibility and connectivity throughout the community.

GAME PLAN APEX

A Strategic Playbook for the Next Five Years

[SLIDE-4]



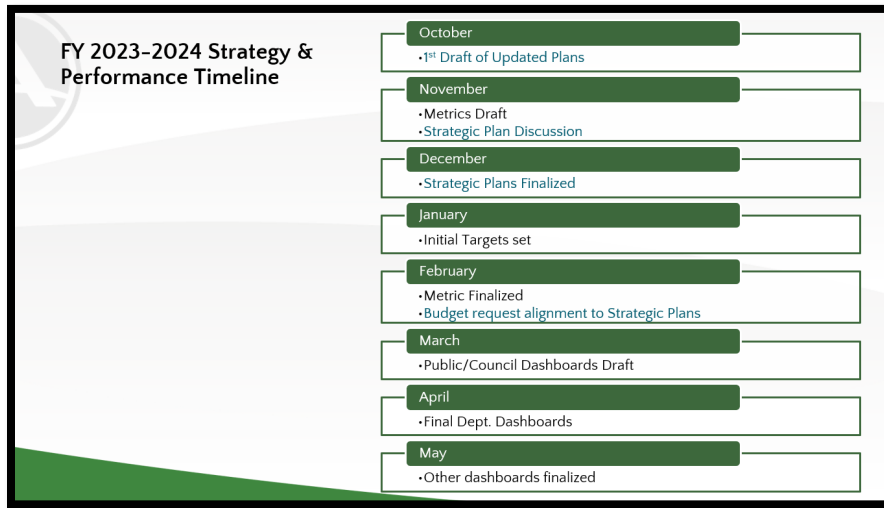
Where we are...

- ✓ Organizational Strategic Plan
- ✓ First version of 90% of Departmental Plans
- ✓ Initial Meetings to discuss Department Performance Measures (DPMs)
- ✓ Continuing development of performance metrics & dashboards

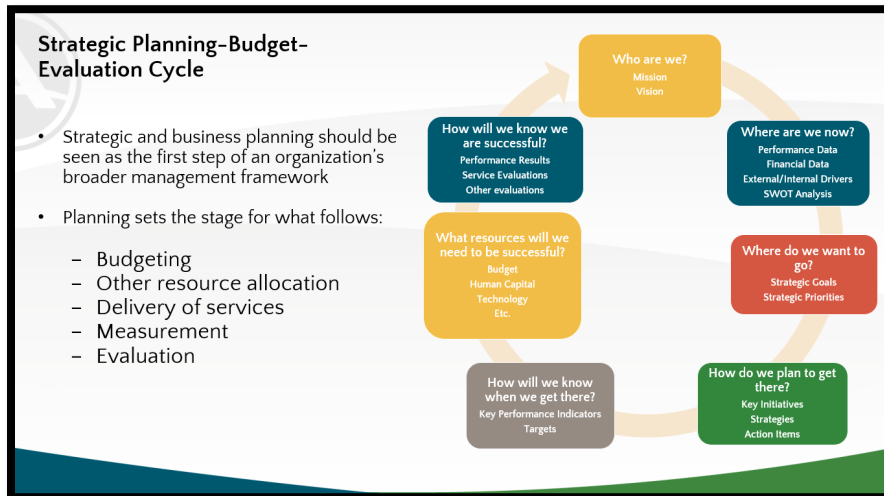
Dept	Plan	Phase 2	Dashboard	Data Entry	Champion
	Ready	Meeting	Draft	Created	Selected
Budget & Performance Mgmt					
Building Inspections & Permitting					
Comm Devt & Neighborhood Connections					
Communications					
Economic Development					
Electric					
Finance					
Fire					
Human Resources					
Information Technology					
Legal					
Parks, Rec & Cultural Resources					
Planning					
Police/911					
Public Works					
Town Clerk					
Transportation & Infrastructure Devpt					
Water Resources					

DRAFT MINUTES

1 [SLIDE-5]



2 3 [SLIDE-6]



4
5 **Councilmember Mahaffey** asked how the town can get better feedback on KPI's that
6 the town is establishing. He said Council does this every year and doesn't hear any feedback
7 until the next year and would like to know what's going on between that timeframe.

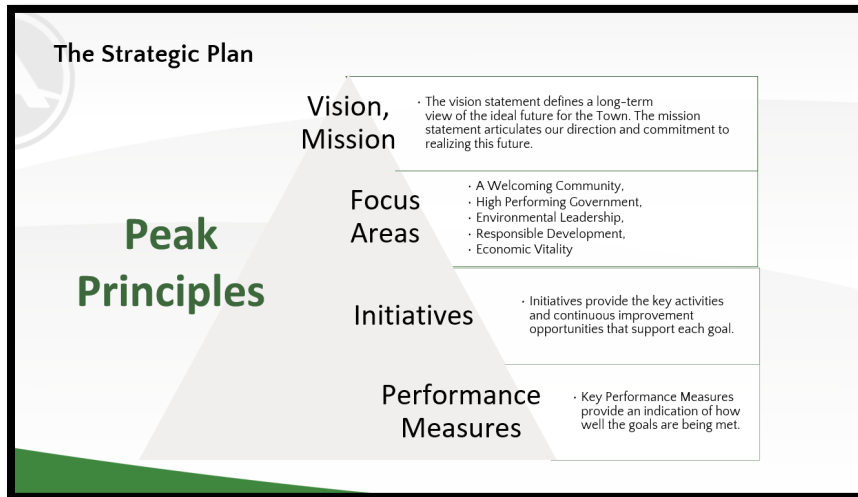
8 **Director Grogan** said it depends on what the performance metrics look like and said
9 it's not about how much the town did but what can the town do better.

10 **Councilmember Zegerman** asked if KPI information can be included into the
11 Department Work Sessions as a part of the agenda.

12 **Interim Town Manager Purvis** said the goal is to have any data that's automatic will
13 update and there'll be a monthly update on one of the dashboards that anyone can look at as
14 the departmental strategic plan is continued to be built out.

DRAFT MINUTES

1 [SLIDE-7]



2 3 [SLIDE-8]

Strategic Plan Review & Terminology

Poorly written initiatives:

- Address processes rather than results
 - "Improve communications"
- Are too broad
 - "Enhance the quality of life"
- Are not realistic
 - "Eliminate crime"

Well-written initiatives:

- Reflect planned benefits to customers
- Allow measurement of progress
- Quantify what will be accomplished within a certain time frame

Initiative Statement Template:


To improve/reduce/maintain (accomplishment) by (a number or percent), (from X to Y) toward a target of (a number) by (timeframe).

Finding an exact number may not be the most important thing... as long as you know where you are going.

4 5 [SLIDE-9]

Initiatives Discussion

- Use sticky notes to write 1 initiative per sheet
 - Can use initiatives from departmental plans if you would like to prioritize
 - Any new or additional initiatives you think should be added to the list
- Give to staff to place on boards or place under goal you feel most aligns with
- Brief review/discussion consolidation
- Use dots to vote for top priorities
 - Can use all some or none



6

DRAFT MINUTES

Director Grogan said she would like for Council to write new initiatives or pull ones from the Departmental initiatives list and prioritize what Council wants to do first and then come to a vote on the projects that would take priority.

Councilmember Gantt asked if CIP projects could be included.

Interim Town Manager Purvis said he should include all projects on the priority list including CIP projects. He said this is for initiative programs or action items but said if there is CIP projects Council wants to include as a priority item then it would needed to be added to the priority list.

Councilmember Gantt asked projects that are in process should not be added.

Interim Town Manager Purvis said that is correct that those projects are already on the list so no need to add projects that are in currently in process.

Director Grogan said she will give Council time to write down their priority projects on a sticky note and they are to put their choice on the board under which project they thought was a priority.

Interim Town Manager Purvis said he will give everyone ten minutes to finish and they will go over the exercise.

Council had discussion amongst themselves and with staff during this exercise.

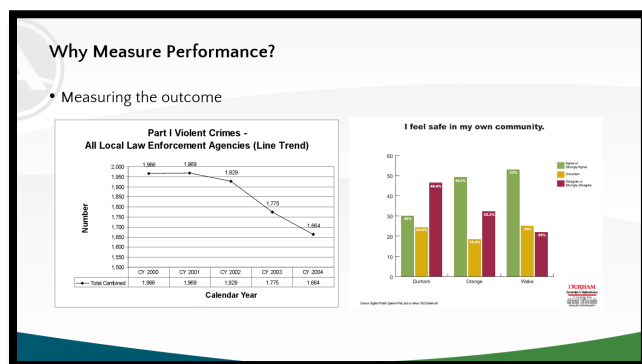
Councilmembers came up to the board and voted on their project of choice by sticking a dot on which project they thought was priority.

Councilmember Gantt said he thought Apex Cares included energy efficiency upgrades as part of it.

Interim Town Manager Purvis said part of the housing rehabilitation program does the energy upgrades and it necessarily doesn't target just the efficiency. He said if Council wanted to focus on just efficiency that it would be a separate piece.

Director Grogan went through the list on the board of what was priority and what was not. She said she will get it summarized and will request feedback for Councilmember Gray and incorporate that.

[SLIDE-10]



DRAFT MINUTES

1 [SLIDE-11]

Performance Measures		
	Quantity	Quality
Effort	How much service did we deliver?	How well did we deliver it?
Input		
Effect	How much change / effect did we produce?	What quality of change / effect did we produce? ★
Output	#	%

2 3 [SLIDE-12]

Fire Department

Quantity

Quality

Effort

How much did we do?

Number of responses

How well did we do it?

Response Time

Is anyone better off?

Number of fire related deaths (in catchment)

Rate of fire deaths per 100,000

Effect

Water Quality

Quantity

Quality

Effort

How much did we do?

Number of stream stations monitored

How well did we do it?

Average sites per monitor per month

Is anyone better off?

Number miles of healthy streams

Percent miles of healthy streams

Effect

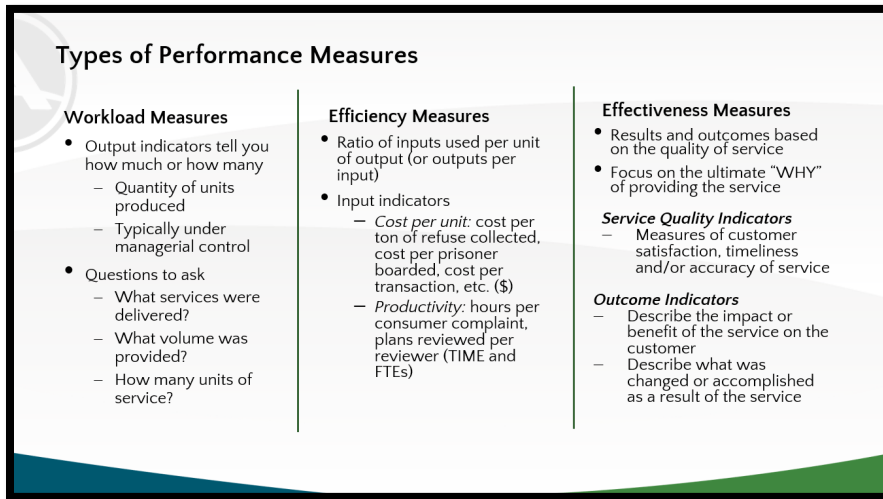
4 5 [SLIDE-13]

Performance Measures should...	
<ul style="list-style-type: none">• Evaluate initiatives• Be quantifiable and measurable• Be relevant, understandable, timely, consistent, comparable and reliable• Constitute a family of measures<ul style="list-style-type: none">- Workload- Efficiency- Effectiveness	

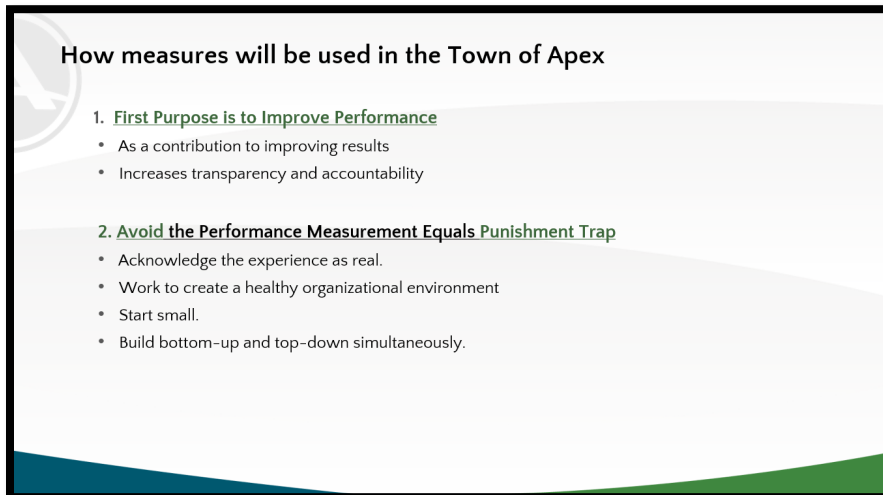
6
7
8
9

DRAFT MINUTES

1 [SLIDE-14]



2 [SLIDE-15]



4 [SLIDE-16]



6

DRAFT MINUTES

Councilmember Zegerman said there needs to be a conversation with new metrics. He said some of the workload data as a proxy for how fast the town is growing. He said it will make it a lot easier with the data to see what is still relevant. He said going back to previous conversation that we measure things to assess what we can do better but also to celebrate success. He said staff does a lot of work and he would like to be able to show residents what the town has accomplished.

Councilmember Gantt said he agreed thought what Councilmember Zegerman said was nice. He asked how much do the managers and department heads use this data themselves.

Interim Town Manager Purvis said staff is here to respond to any questions and went to say that it depends on the department and what they've been capturing. He said some use it more than others and depends on the technical aspects as well.

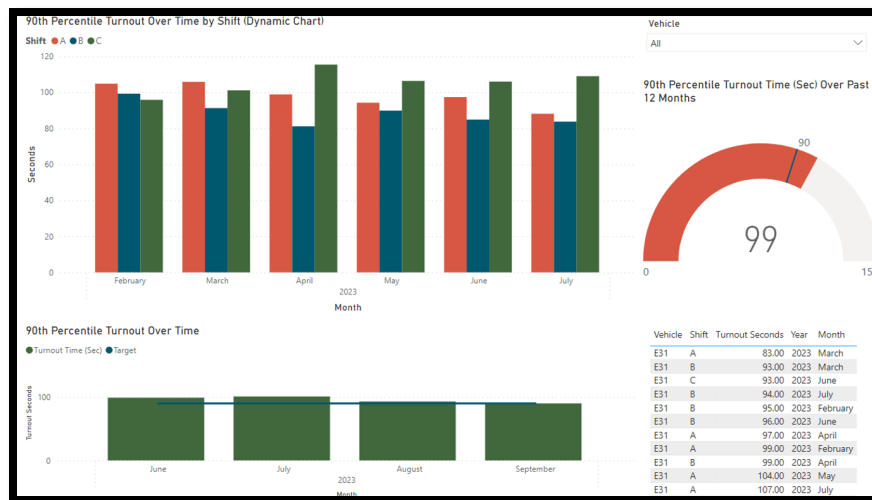
Councilmember Gantt said the data that the public may appreciate and all of Council and staff could all be the same.

Director Grogan said she would like for there to be some overlap.

Interim Town Manager Purvis said some numbers people just like to see. He said some of them can affect trends, but they are part of a deeper evaluation. He said they will receive feedback on this as they put it in place in order to make sure it is telling Council the information they want to see.

Councilmember Mahaffey said he has been using the monthly reports more. He said he's using the actual dashboard less and less over time.

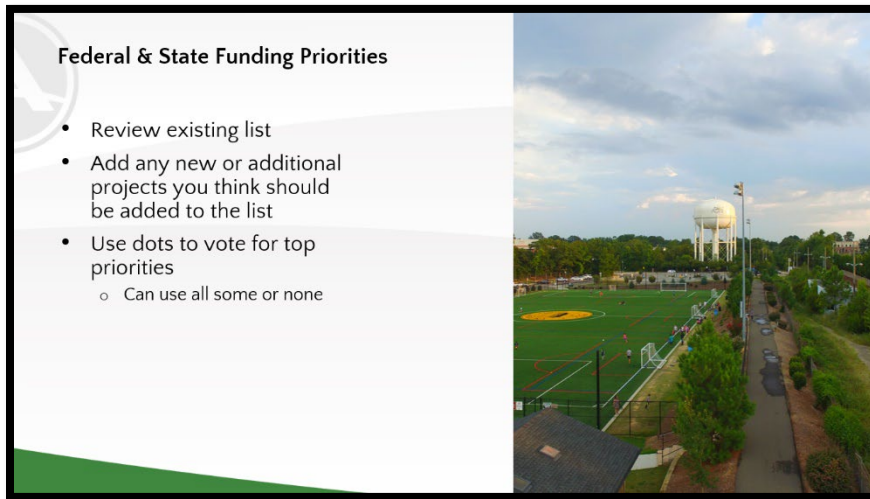
[SLIDE-17]



[ITEM NO. 3 - FEDERAL & STATE FUNDING DISCUSSIONS]

DRAFT MINUTES

1 [SLIDE-18]



3 **Councilmember Mahaffey** asked if there are any high priority projects that could be
4 dropped because the cost is so high.

5 **Interim Town Manager Purvis** said staff is evaluating that right now.

6 **Mayor Pro Tempore Killingsworth** said her biggest concern is if the town stopped
7 doing the data and then later on needing the missing data, it may be very hard to gather all
8 that information back up and compile it.

9 **Interim Town Manager Purvis** said that was a good point to evaluate. He said some
10 of the data is automatically collected regardless to figure out efficiency and input and output.

11 **Mayor Gilbert** asked how is staff impacted as far as projects advancing and workload
12 increasing for staff.

13 **Interim Town Manager Purvis** said management is aware of that and the executive
14 team has discussions about that. He said some departments have workload measures that
15 they report out.

16 **Councilmember Gantt** said the federal and state funding priorities were really
17 different in terms of total cost. He asked instead of doing one big list could it be ranked in
18 categories like small water projects and large water project, etc.

19 **Interim Town Manager Purvis** said it could be done to break it out like that. He said
20 it could also be done in combining big and small projects.

21 **Councilmember Gantt** asked when being asked by a representative, do they ask for a
22 specific project that's below a certain amount or ask for the full list.

23 **Interim Town Manager Purvis** said the town is in regular contact with them, and they
24 look at what projects they are looking for and the ones that have been approved.

25 **Councilmember Gantt** said he suspects that we will have a different representative
26 next year and likely a mix of parties, he asked has anyone thought what to suggest to the new
27 representative based on their party.

28 **Interim Town Manager Purvis** said no.

29 **Mayor Gilbert** said a lobbyist would be able to help them out with that.

DRAFT MINUTES

1 **Councilmember Zegerman** said he would like to incorporate a lobbyist to help
2 beyond just Apex but with decisions from our neighboring communities that effect economic
3 development.

4 **Councilmember Gantt** asked for an example.

5 **Councilmember Zegerman** said the water force main will affect the economic
6 development with housing and will serve several areas including Apex.

7 **Interim Town Manager Purvis** said this was a list of 11 projects for them to work with.
8 He said they could be categorized by different goals.

9 **Councilmember Zegerman** asked about having a categorization for each of the state
10 and federal projects.

11 **Interim Town Manager Purvis** said the idea of this is to help identify the elements
12 that go into these projects so Council can determine the different types of benefits with
13 various projects.

14 **Councilmember Gantt** said some projects may be “flashier”, and a new
15 representative may want to focus on projects they can take pictures with at the
16 groundbreaking.

17 **Mayor Gilbert** said a lobbyist has the background and information that would guide
18 us in the right direction.

19 **Councilmember Mahaffey** asked if the list was put together for a lack of funding for
20 projects or available for other types of funding.

21 **Interim Town Manager Purvis** said this the list is what’s on our CIP and said some
22 projects could be available for other types of funding. He said they can analyze these projects
23 and add or subtract as they see fit.

24 **Councilmember Mahaffey** asked if there were any projects on the list that are not CIP
25 projects.

26 **Interim Town Manager Purvis** said there were components of projects that would
27 not been applicable to this list, but they can add any projects to this list that Council wants to.

28 **Mayor Pro Tempore Killingsworth** said the first three could be bundled together as
29 water projects. She added that said safe routes to schools should always be on the list until
30 that is fully completed.

31 **Councilmember Mahaffey** asked if there were any projects that are more Economic
32 Development focused beyond water and sewer opening up. He was wondering for If
33 economic development projects were the types of projects receiving this funding.

34 **Director Helms** said Jessie Drive Extension would be an Economic Development
35 project.

36 **Councilmember Gantt** said he doesn’t think parks get funded like this often.

37 **Interim Town Manager Purvis** said it could be split up, and this was a start.

38 **Councilmember Zegerman** asked was the license plate readers funded.

39 **Director Grogan** said yes, that project cost \$36,000

40 **Mayor Gilbert** said public safety was on the list, in the form for Elementary School
41 SRO’s, and that municipalities are getting a lot of traction on that for schools.

42 **Councilmember Gantt** asked is SRO capital or personnel.

DRAFT MINUTES

1 **Interim Town Manager Purvis** said it would typically be Capital, because they are
2 one-time.

3 **Councilmember Mahaffey** said he feels like there should be a Public Safety category
4 to put those projects together.

5 **Councilmember Gantt** asked if the design on fire trucks funded or does it need to be
6 construction related.

7 **Interim Town Manager Purvis** said both can be funded. He said he would
8 recommend that.

9 **Councilmember Gantt** asked what are the thoughts on bundling Vision Zero and safe
10 routes to schools. He said it may cost more money, but may raise its profile.

11 **Interim Town Manager Purvis** said they could do something like that.

12 **Councilmember Gantt** said his favorite project is the Salem Street project because it
13 is Economic Development and a water project.

14 **Mayor Pro Tempore Killingsworth** said all categories are all equally important.

15 **Councilmember Mahaffey** said he thinks putting the projects in different categories
16 is the right thing to do and then they should take the time to track it.

17 **Mayor Pro Tempore Killingsworth** said this might be something to have these
18 conversations with a Lobbyist before anything is submitted.

19 **Interim Town Manager Purvis** said he can categorize the list and put together some
20 background information on the projects and recommendations.

21 **Mayor Pro Tempore Killingsworth** said that may be something they could give to
22 the lobbyist.

23 **Interim Town Manager Purvis** said they could split this list up by state funding and
24 federal funding.

25 **Mayor Gilbert** asked for an update on getting a lobbyist.

26 **Town Clerk Coleman** said right now the town trying to get the Government Affairs
27 Manager position hired. He said this position will help create a legislative agenda to help
28 guide the lobbyist.

29 **Councilmember Gantt** said nothing is going to happen at the state or federal level
30 until the spring time anyway, and said the town should go ahead a develop the lobbyist
31 position so when the spring comes we will be ready.

32 **Interim Town Manager Purvis** asked if they wanted downtown to be a category of its
33 own or be put into another category.

34 **Councilmember Zegerman** asked will there be a category for historical preservation.

35 **Interim Town Manager Purvis** said potentially but will it start with "other".

36 **Councilmember Gantt** asked if downtown projects were number one for anyone else
37 except him.

38 **Councilmember Mahaffey** said the number one project he wants to get done might
39 not be the best project to get funding for. He said if a project costs a few million dollars then
40 that should not be on the list and its something that the town should fund and get done.

41 **Interim Town Manager Purvis** said he would compile the information from the
42 discussion.

DRAFT MINUTES

1

2 [SLIDE-19]



3

4

5 [ADJOURNEMENT]

6

7 **Mayor Gilbert** adjourned the meeting at 3:57p.m.

8

9

Jacques K. Gilbert
Apex, Mayor

10

11

12

13 Allen Coleman, CMC, NCCCC

14 Apex, Town Clerk

15

16 Submitted for approval by Apex Town Clerk Allen Coleman.

17

18 Minutes approved on _____ of _____, 2023.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 14, 2023

Item Details

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

Department(s): Transportation & Infrastructure Development

Requested Motion

Motion to approve an encroachment agreement between the Town of Apex and property owner Guoqiang Zhang and spouse Jin Gan, to install a fence that will encroach 116 linear feet (LF) onto the Sanitary Sewer Easement and authorize the Interim Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

The proposed Encroachment Agreement is between the Town of Apex and property owner Guoqiang Zhang and spouse Jin Gan, (Grantee) for the property described as a residential lot known as Wake County PIN #0720-29-8336, Book of Maps 2022, Page 00639, lot is also known as 2915 Alderson Court, Apex, NC 27502. Grantee wishes to install certain improvements, more particularly described as a fence that will encroach 116 linear feet (LF) onto the Sanitary Sewer Easement.

Attachments

- CN9-A1: Encroachment Agreement - 2915 Alderson Court - Lot 258
- CN9-A2: Exhibit A - Encroachment Agreement - 2915 Alderson Court - Lot 258



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

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT, being made this ____ day of _____, 2023, by and between Guoqiang Zhang and spouse Jin Gan, hereinafter referred to as "Grantees," and the Town of Apex, hereinafter referred to as the "Town."

WHEREAS, the Grantees are the owners of a certain residential lot of land in the County of Wake, State of North Carolina, which is designated as **PIN #0720-29-8336** by the Wake County Revenue Department and more particularly described as **Lot 258** of the subdivision known as **Friendship Station, Sections 4-6, Phase 3A** as shown on that certain plat recorded in **Book of Maps 2022, Page 00639**, Wake County Registry (hereinafter the "**Subdivision Plat**"). The residential lot is also known as **2915 Alderson Court, Apex, NC 27502**. The residential lot described in this paragraph is hereinafter referred to as the "**Residential Lot**."

WHEREAS, the Town is the owner of a Variable Width Sanitary Sewer Easement entitled "TOASSE" as shown on the **Subdivision Plat** hereinafter referred to as the "**Sanitary Sewer Easement**".

WHEREAS, Grantees wish to install certain improvements, more particularly described as a fence that will encroach **116 linear feet (LF) onto the Sanitary Sewer Easement**, which serves the Residential Lot, hereinafter referred to as the "**Encroachment**," all as shown on the attached **Exhibit A**. Grantees desire to make certain agreements and covenants regarding the Encroachment.

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

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

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

2. The Encroachment shall not be enlarged or increased beyond the Encroachment shown in the **Exhibit A** and described in this Encroachment Agreement. Grantees are responsible for any and all expenditures of labor or materials required for the installation, erection, repair, removal, or maintenance of the above-referenced Encroachment.

3. Grantees are to be fully responsible for any and all property damage or injury or death of any person which results from any and all negligence, omission, defect in design, maintenance, or workmanship created by the Encroachment described herein, or any cause of action arising out of the installation, maintenance, removal, destruction, or location of said Encroachment.

4. Grantees agree to and do hereby hold the Town, its officers, council members and employees harmless from any and all liability arising out of such negligence, omission, defect or other cause of action; that it will defend the Town, its officers, council members and employees, and pay all attorney fees in any and all actions brought as a result of such; and that it will indemnify the Town, its officers, council members, and employees against any and all loss sustained by reason of such negligence, omission, defect, or other cause of action, claim, cost, or expense arising out of the installation, maintenance, removal, or location of said Encroachment.

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

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

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

To Grantees: Guoqiang Zhang & Jin Gan
2915 Alderson Court
Apex, NC 27502

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

8. Grantees agree to abide by all applicable laws, regulations, statutes and ordinances.

9. This Encroachment Agreement shall not divest the Town of any rights or interest in said **Sanitary Sewer Easement** and the Town may terminate this Encroachment Agreement by giving Grantees ninety (90) days written notice of termination. Prior to the termination date, Grantees shall remove, at their own expense, all or part of the Encroachment as specified by the Town.

10. If the Town deems, within its sole discretion, that there is not time to give Grantees notice as provided in Paragraph 9 and that removal of the Encroachment is necessary in order to operate, protect, maintain, modify, replace, add-to or improve its facilities located within the **Sanitary Sewer Easement**, then no notice shall be required and the Town may remove the Encroachment from the **Sanitary Sewer Easement** without cost, risk or liability to the Town.

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

12. Grantees, if not self-performing the installations that are the subject of this Agreement, agree to purchase or cause to be procured from a responsible insurance carrier or carriers authorized under the laws of the State of North Carolina, valid general liability insurance in the minimum amount of \$500,000 and provide a certificate of such insurance naming the Town of Apex as additional insured by endorsement to the policy. Where the Grantees are self-performing the installations, Grantees shall show proof of homeowner's insurance with personal liability coverage in a minimum amount of at least \$300,000. Grantees 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.

13. Notwithstanding Section 14 below, Grantees shall be released from its obligation under this Encroachment Agreement only upon the assumption of said obligations either by a successor in title to real property known as **Wake County PIN #0720-29-8336, 2915 Alderson Court, Apex, NC, 27502**. The Town's consent to such assumption and release shall be required but shall not be withheld, conditioned or delayed if, as reasonably determined by the Town, the party assuming Grantees obligations possesses adequate financial resources and ownership interest, and Grantees delegate and proposed assignee assume and agree to fulfill, in writing, all of Grantees duties set forth in this Encroachment Agreement.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

GRANTEES

By: Guoqiang Zhang
Guoqiang Zhang

By: Jin Gan
Jin Gan

STATE OF NORTH CAROLINA

COUNTY OF Wake [county in which acknowledgement taken]

I, do hereby certify that Guoqiang Zhang, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 26th day of October, 2023.

Meralyn Ratnasekera
[Signature of Notary Public]

My Commission Expires: Aug 28th 2027

Meralyn Ratnasekera
NOTARY PUBLIC
Wake County, NC
My Commission Expires August 28, 2027

STATE OF NORTH CAROLINA

COUNTY OF Wake [county in which acknowledgement taken]

I, do hereby certify that Jin Gan, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 26th day of October, 2023.

Meralyn Ratnasekera
[Signature of Notary Public]

My Commission Expires: Aug 28th 2027

Meralyn Ratnasekera
NOTARY PUBLIC
Wake County, NC
My Commission Expires August 28, 2027

TOWN OF APEX

Shawn Purvis, ICMA-CM
Interim Town Manager

(Corporate Seal)

ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____ *[county in which acknowledgement taken]*

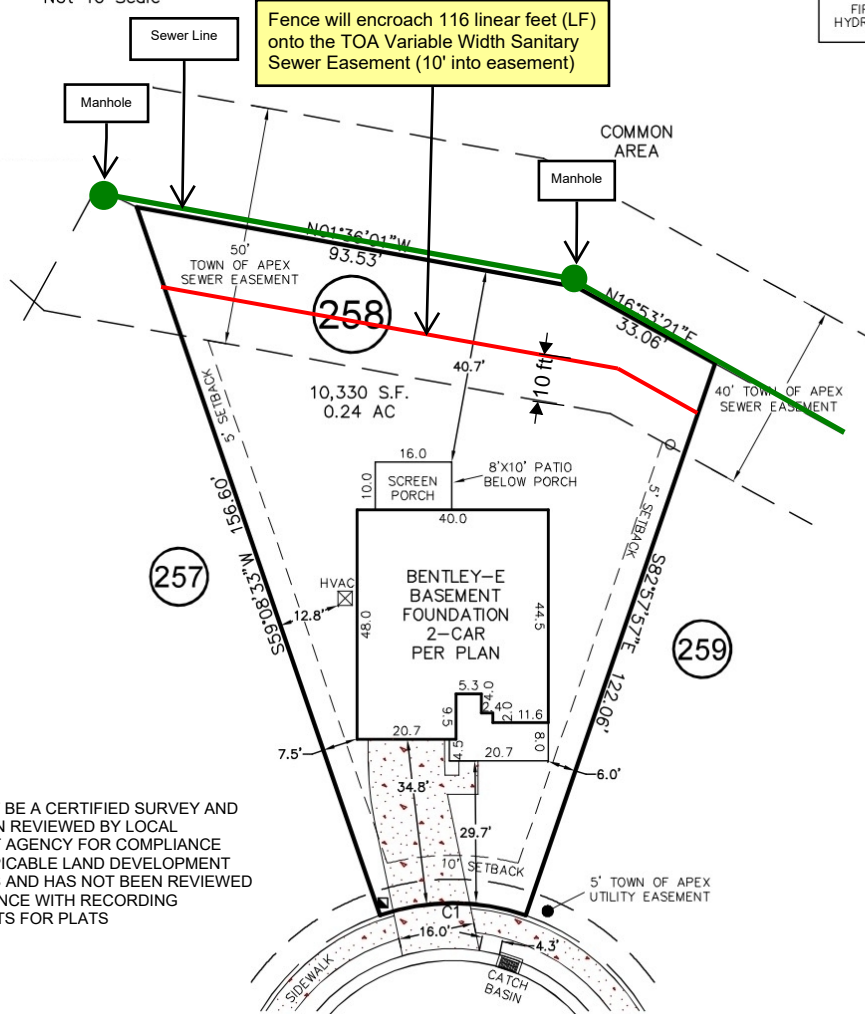
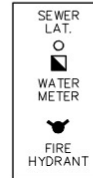
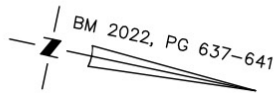
I, _____, a Notary Public for _____
_____ County, North Carolina, certify that Allen Coleman personally came before me this day and
acknowledged that he is Town Clerk for the Town of Apex, a North Carolina Municipal Corporation, and that
by authority duly given and as the act of the corporation, the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

Witness my hand and official stamp or seal, this ____ day of _____, 2023.

[Signature of Notary Public]

My Commission Expires: _____

(SEAL)



ALDERSON COURT

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| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 14, 2023

Item Details

Presenter(s): Craig Setzer, Director

Department(s): Parks, Recreation, and Cultural Resources

Requested Motion

Motion to adopt an ordinance amending Chapter 13, Article III, Subsection 54 of the Town of Apex Code of Ordinances to provide a permit exemption to persons contracted with the Town to provide concession services on Town property and who would otherwise meet the definition of park concessioner under this article.

Approval Recommended?

Yes

Item Details

On Saturday, November 4, 2023, Pleasant Park opened to the public. Pleasant Park is the largest park facility in the Town's 150-year history. During the design and construction of the park, a building for concession stand sales was included. Pursuant to the Code of Ordinances for the Town of Apex, a park concessioner is required to first obtain a permit issued by the Apex Police Department (APD) prior to engaging in such activity. The requested ordinance amendment would provide a permit exemption to persons contracted with the Town to provide concession services on Town property.

The Parks, Recreation, and Cultural Resources Department has secured Barham Enterprises to provide concession services at Pleasant Park. Pursuant to this agreement, Barham Enterprises promises and agrees to pay the Town on a monthly basis 20% of gross sales for the use of the facility for the duration of the agreement.

While no routine schedule is included in the terms of the agreement, the terms state: "The Contractor shall devote as much time to concession operations as deemed necessary to provide first class service to Pleasant Park patrons. The Town and the Contractor will agree on operating hours of concessions, based on scheduled events and tournaments, as well as daily park users. The Town will provide the Contractor a schedule of all large events and tournaments at least 30 days in advance.

Attachments

- CN10-A1: Ordinance Amendment Chapter 13, Occupational Licenses, Taxes and Regulations, Article III, Peddlers, Solicitors and Park Concessioners, Subsection 54, Exceptions to Provisions
- CN10-A2: CONT-2023-314 - Service Agreement between Town of Apex Parks, Recreation, and Cultural Resources and Barham Enterprises (Concessionaire)



ORDINANCE NO. 2023-1114-__

**AN ORDINANCE TO AMEND SECTION 13-54
OF APEX TOWN CODE**

THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF APEX AS FOLLOWS:

Section 1. Section 13-54 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:

Sec. 13-54. - Exceptions to provisions.

A solicitor, peddler or park concessioner permit is not required for the following:

- (1) The sale or solicitation of farm or dairy products by the producer.
- (2) Organizations or representatives of organizations organized and operated exclusively for educational, benevolent, religious, fraternal, charitable or civic purposes which have been granted 501(c)(3) tax exemption by the Internal Revenue Service and not operating for profit, and where such solicitation or sales are made without compensation of any kind to the solicitor, and such sale or offering by children under the age of 18 years who are students in a public or private school for school activities.
- (3) Actions undertaken at the prior request or invitation of the resident or occupant of the premises visited.
- (4) The delivery of goods or services which have been ordered before delivery.
- (5) The circulation of petitions for signature or lawful distribution of advertising materials, flyers, or materials expressing views on political, social, or religious matters, or expressing other personal views or opinions. However, persons who are hired or compensated for such circulation or distribution are specifically not exempt from the permitting requirements of this article.
- (6) The lawful promotion or expression of views concerning political, social, religious and other like matters, or expression of other personal views or opinions. However, persons who are hired or compensated for such promotion are specifically not exempt from the permitting requirements of this article.
- (7) The sale or delivery of goods to business establishments.
- (8) Applicants who have applied for and been issued a temporary use permit by the town to perform the peddling, soliciting or concessioner operations addressed by this article and who would otherwise meet the definition of peddler, solicitor, or park concessioner under this article.
- (9) **Persons who have contracted with the town to provide concession services on town property and who would otherwise meet the definition of park concessioner under this article.**

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 14th day of November, 2023.

Jacques K. Gilbert
Mayor

ATTEST:

Allen L. Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

Laurie L. Hohe
Town Attorney

Service Agreement between
Town of Apex Parks, Recreation and Cultural Resources
and
Barham Enterprises (Concessionaire)

This SERVICE AGREEMENT (hereinafter “Agreement”) is entered in this 6th day of November, 2023 by and between Barham Enterprises (the “Contractor”) and the Town of Apex, a municipal corporation of the State of North Carolina, (the “Town”). Contractor and Town may be collectively 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: See attachment A
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.

The term of this Agreement shall be from October 18, 2023 to June 30, 2024 or as otherwise agreed by the parties in writing. This Agreement can be renewed in one-year increments provided that both parties mutually agree to the extension and terms in writing by June 1.

4. CONSIDERATION AND PAYMENT OF SERVICES.

The Contractor promises and agrees to pay the Town on a monthly basis 20% of gross sales for the use of the facility for the term of this Agreement. Each monthly payment is due by the 15th of the following month. This provision can be re-negotiated and addressed in future contract extensions by either party. The Contractor's records shall at all times be available for audit and verification by the Apex Finance Department or by their representative.

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.

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: Barham Enterprises

Tim Barham

8516 Cunningham Road

Zebulon, NC 27597

tlbarham@aol.com

TO TOWN: Town of Apex

Attention: Patrick Fitzsimons

PO Box 250

Apex, NC 27502

Patrick.fitzsimons@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 6th day of November, 2023.

Contractor

Name: Tim Barham
Name of Contractor (type or print)

By: Tim Barham
(Signature)

Title: owner

Attest:

(Secretary, if a corporation)

Town of Apex

Craig Setzer
Craig Setzer, Parks Recreation & Cultural Resources Director

Attest:

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

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

Antwan Morrison
Antwan Morrison, Finance Director

ATTACHMENT A: SCOPE OF SERVICES

The term of this Agreement shall be from October 1, 2023 to June 30, 2024 or as otherwise agreed by the parties in writing, at the location set forth below. The Town expressly reserves the right to make rules, regulations, and requirements relating to the management of the location used by the Contractor hereunder, and regulating which commodities may be sold or dispensed by the Contractor. The failure on the part of the Contractor to comply with any of the provisions of this Agreement, or to obey, perform or to comply with local ordinances, state law or other lawful rules, regulations and ordinances, or other lawful rules, regulations and requirements now existing or hereinafter enacted, shall be grounds for the Town to terminate this Agreement and revoke all rights of the Contractor herein or hereunder. The Town expressly reserves the right and power to terminate this Agreement and revoke the concession prior to the expiration of the term specified above for cause as set forth herein, and the Contractor expressly waives the right to claim or recover any damages on account of such termination, against the Town, its officers, employees, and agents.

A. The Town Shall:

1. The Town grants and accords to the Contractor, for the term and upon the conditions and provisions hereinafter specified, the exclusive concession, right and privilege within the concession facility identified in Attachment B (hereinafter referred to as the "Concession Stand"), which is located within the Pleasant Park Fieldhouse located at 2211 Recreation Drive, Apex, NC 27502 during all hours Pleasant Park is open to the public.
2. The Town shall provide & pay for all municipal utilities necessary for the operation of the concession stand.
3. The Town shall hold the right to approve or deny any and all advertising materials being used on the premises. No advertisement, sign, notice, poster or other advertising of any kind or character whatsoever shall be placed, affixed, distributed and/or used in the concession area without prior approval by the Town. There shall be no naming rights or advertising of businesses other than that of the Contractor for purposes of engaging in sales pursuant of this Agreement. The Town retains the right to sell or rent nonfood/beverage items.
4. The Pleasant Park Manager is authorized to act on behalf of the Town with regard to this Agreement and to provide any necessary consent or approval on behalf of the Town where such consent or approval is required under this Agreement.

B. The Contractor Shall:

1. The Contractor promises and agrees to pay the Town on a monthly basis 20% of gross sales for the use of the facility for the term of this Agreement. Each monthly payment is due by the 15th of the following month. The Contractor's records shall at all times be available for audit and verification by the Apex Finance Department or by their representative.
2. It is expressly understood and agreed that the location of points of sale, methods of sale, and which commodities may be sold under the provisions of this Agreement at all times shall be subject to the supervision, direction and approval of the Town.
3. The Contractor will have access to concessions area during operational hours of Pleasant Park. The Contractor shall be granted use of all equipment in the Concession Stand used for food

storage and preparation. The Contractor shall provide their own point of sale handling process and equipment and may provide additional equipment as needed. Any equipment owned by the Town must remain on site and cannot be used by Contractor for any other purpose other than providing concessions.

4. The Contractor will be responsible for all cleaning and upkeep of the Concessions Stand.
5. The Contractor shall not permit any lewd or immoral conduct in or on the premises. All persons working in such Concession Stand shall present a neat and clean appearance.
6. The Contractor will have access to the refuse dumpster located at Pleasant Park. The Contractor will use the designated refuse dumpster to maintain the inside of the Concession Stand in a clean and presentable manner. The Contractor will not be held responsible for garbage or debris left by the public or patrons.
7. The Contractor shall permit any duly authorized officer or employee of the Town of Apex to have free access to the Concession Stand at any and all times to ensure compliance with the Agreement.
8. The Contractor shall not serve, handle sell, consume or otherwise possess or store alcoholic beverages or tobacco products of any kind in the Concession Stand.
9. All deliveries of merchandise shall be made at a time so as not to disrupt scheduled activities. Merchandise will be stored in an orderly and neat manner. The Contractor will have access to the designated storage area for their convenience and management.
10. The Contractor shall devote as much time to concession operations as deemed necessary to provide first class service to Pleasant Park patrons. The Town and the Contractor will agree on operating hours of concessions, based on scheduled events and tournaments, as well as daily park users. The Town will provide the Contractor a schedule of all large events and tournaments at least 30 days in advance.
11. The Contractor will notify the Town immediately of any faulty services or maintenance needs so that the Town can address them properly.
12. The Contractor may use any existing equipment, tools or supplies in the Concession Stand to store, prepare, cook and hold all items of a perishable nature in accordance with all rules and regulations applicable to food handling.
13. The Contractor will receive a set of keys for access to the Concession Stand portion of the facility. No key deposit will be taken. Keys must be returned to the Town at the end of the contract term.
14. Any additions, modifications or improvements to the property must be approved by the Town.
15. It shall be the responsibility of the Contractor to obtain all food handling permits as required by the Wake County Health Department or other regulatory agency with regulatory authority.
16. At the expiration of the term of this Agreement, or upon the prior termination thereof the Contractor agrees to promptly cease to operate the point of sale concession at the location

specified herein, without any right or claim to reimbursement, compensation, or remuneration of any kind. The Contractor shall remove all Contractor owned property within 15 days of the termination of the Agreement.

17. **PUBLIC RECORDS:** The Town of Apex is a municipal corporation subject to the North Carolina public records law. The Contractor agrees to provide any and all records related to the services provided under this Agreement available to the Town as soon as practicable and without delay upon request of the Town for any period of time the Contractor has maintained such records. The Contractor shall have the right to deny the release of any record that would qualify for an exemption under the public records law. The Contractor also agrees to maintain all records directly related to its services provided under this Agreement during the term of this Agreement or any extension thereof and for an additional period of seven (7) years after the termination of this Agreement or any extension thereof. Further, the Contractor agrees to defend, indemnify and hold the Town of Apex harmless from any claims, damages and causes of action including payment of actual attorney's fees incurred by the Town of Apex resulting from the Contractor's breach of this section of this Agreement.
18. It is understood and agreed that this is not a contract of employment and that the Contractor is an independent entity with respect to the business hereunder. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Any assistants or other help used by the Contractor are and shall be deemed the employees of Contractor and in no manner employees of the Town of Apex. The Contractor shall be responsible in full for any payment due its employees, including workers compensation and related costs.

View results

Respondent

129Patrick Fitzsimons

25:16
Time to complete

1. DEPARTMENT *

Parks, Recreation & Cultural Resources

2. CONTRACTOR/VENDOR NAME *

Barham Enterprises

3. CONTRACTOR/VENDOR ADDRESS *

8516 Cunningham Road, Zebulon, NC 27597

4. CONTRACTOR/VENDOR CONTACT INFO (Provide FULL NAME and EMAIL of vendor/contractor/person recipient who will sign contract) *

Tim Barham tlbarham@aol.com

5. PURPOSE OF CONTRACT *

Contractor will operate the concession stand at Pleasant Park

6. AMOUNT *

Contractor will pay 20% of gross sales

7. BUDGET CODE *

10-0000-35057

8. TYPE OF CONTRACT *

- ☒ NEW
- ☐ RENEW
- ☐ AMENDMENT

9. HAS LEGAL REVIEWED AND IF SO, WHO? *

- ☒ Yes, Christopher Welch
- ☐ Yes, Laurie Hohe
- ☐ Yes, Brian Meyer
- ☐ No, Legal has NOT reviewed
- ☐ Other

10. SUMMARY OF CONTRACT BEING SUBMITTED *Required for Town Manager* *

Contractor will operate the concession stand at Pleasant Park during agreed upon hours throughout the year. Contractor will pay the Town 20% of gross sales.

11. MISC. COMMENTS?

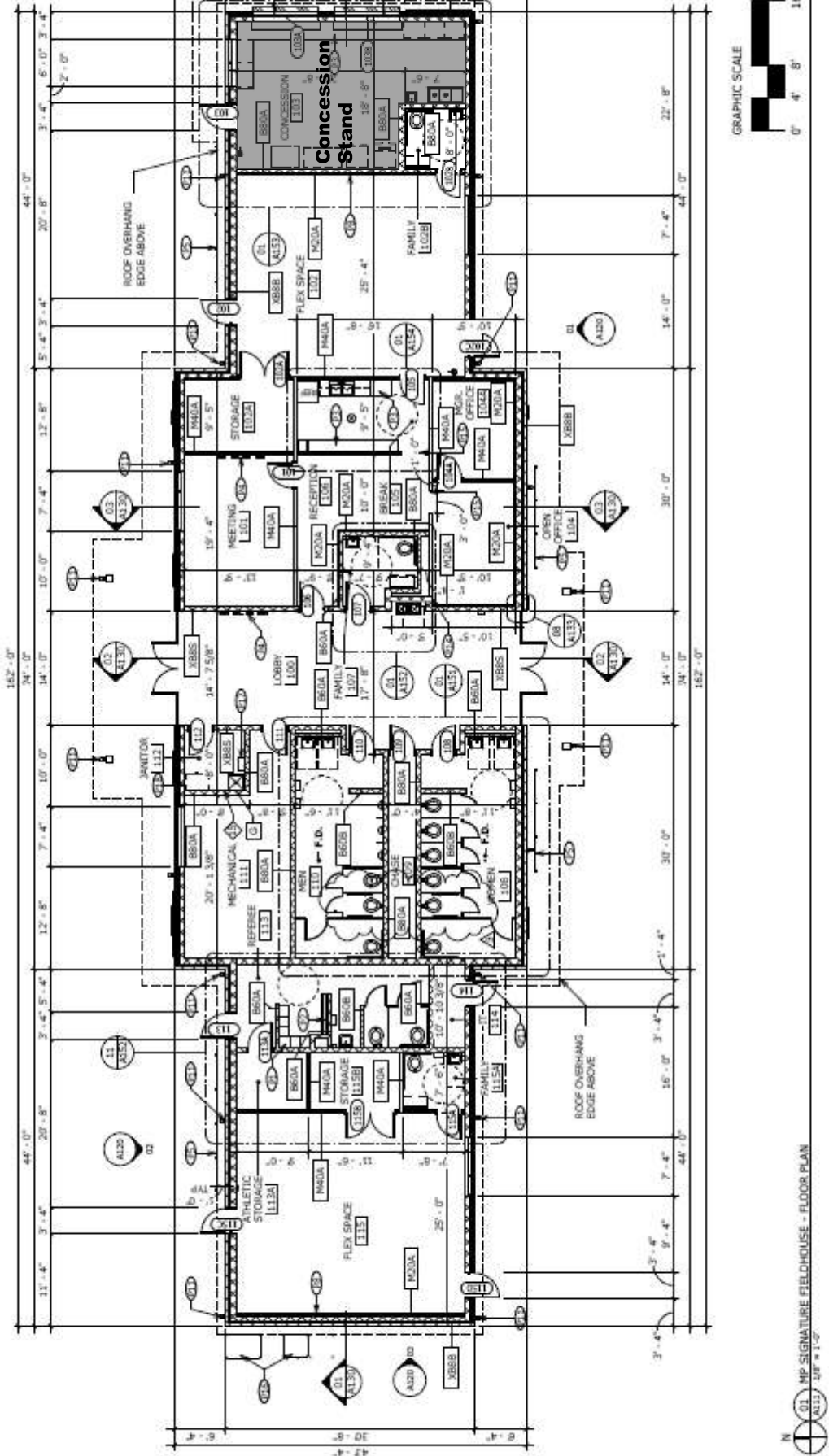
12. ATTACHMENTS/EXHIBITS/CONTRACTS INCLUDED *(reminder to attach all files IF needed such as SSA, MSA, Certificate of Insurance and if new vendor attach application with W9)* *

- ☒ YES
- ☐ N/A

13. UPLOAD ALL FILES HERE *

-  [Concession Stand Contract Final Patrick Fitzsimons.docx](#)
-  [Attachment B - Concession Stand Area Patrick Fitzsimons.pdf](#)
-  [Barham COI Patrick Fitzsimons.pdf](#)
-  [Barham w9 Patrick Fitzsimons.pdf](#)

Attachment B



FINISH SCHEDULE						
ROOM NO.	ROOM NAME	BASE	FLOOR	NORTH WALL	EAST WALL	CEILING
100	LOBBY	RB	SC-1	PF-1	PF-1	GWS PF-2
101	MEETING	RB	OPT-1	PF-1	PF-1	ADP-1
102A	STORAGE	RB	OPT-1	PF-1	PF-1	GWS PF-2
102B	FAMILY	TR-1	PMF-1	PF-1	PF-1	GWS PF-2
103	CONCESSION	RB	SC-1	PF-1	PF-1	GWS PF-2
104	OPEN OFFICE	RB	OPT-1	PF-1	PF-1	ADP-1
105	BREAK	RB	VCT	PF-1	PF-1	ADP-1
106	RECEPTION	RB	OPT-1	PF-1	PF-1	ADP-1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2023

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

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

PRODUCER Todd & Scarboro Inc. 2499 Wendell Blvd Wendell NC 27591	CONTACT NAME: Crystal Callahan PHONE (A/C, No, Ext): 919-365-7255 E-MAIL ADDRESS: crystal@triangleinsurance.com FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE	
INSURER A : AUTO OWNERS INSURANCE COMPANY	
INSURER B : Owners Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 483459797**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: </div> <div> <input checked="" type="checkbox"/> OCCUR </div> </div>	Y		35203600	9/5/2023	9/5/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY </div> <div> <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY </div> </div>	Y		4320360000	11/29/2022	11/29/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	A106597397	6/16/2023	6/16/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Liquor Liability			35203600	9/5/2023	9/5/2024	Each Common Cause Aggregate 1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Town of Apex is additional insured, when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Town of Apex
 73 Hunter St
 Apex NC 27502

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

AUTHORIZED REPRESENTATIVE

Crystal B. Callahan

Give Form to the requester. Do not send to the IRS.

(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Barham Enterprises of Zebulon Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

8516 Cunningham Rd.

6 City, state, and ZIP code

Zebulon NC 27597

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

56 - 2026676

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ►

Lin Barham

Date ► *10/10/23*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 14, 2023

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to approve the Wake County Tax Administration Tax Report for the Town of Apex dated October 10, 2023.

Approval Recommended?

Yes

Item Details

The Wake County Board of Commissioners, in regular session on November 6, 2023, approved and accepted the enclosed tax report for the Town of Apex, dated October 10, 2023 for the period of September 1, 2023 through September 30, 2023.

Attachments

- CN11-A1: Tax Report for September 2023





Board of Commissioners
P.O. Box 550 • Raleigh, NC 27602

TEL 919 856 6180
FAX 919 856 5699

SHINICA THOMAS, CHAIR
SUSAN EVANS, VICE-CHAIR
VICKIE ADAMSON
MATT CALABRIA
DON MIAL
CHERYL STALLINGS
JAMES WEST

November 7, 2023

Mr. Allen Coleman
Town Clerk
Town of Apex
Post Office Box 250
Apex, North Carolina 27502

Dear Mr. Coleman:

The Wake County Board of Commissioners, in regular session on November 6, 2023, approved and accepted the enclosed tax report for the Town of Apex.

The attached adopted actions are submitted for your review; no local board action is required.

Sincerely,

A handwritten signature in cursive script, appearing to read "Yvonne Gilyard".

Yvonne Gilyard
Clerk to the Board
Wake County Board of Commissioners

Enclosure(s)



Wake County Tax Administration

Rebate Details

09/01/2023 - 09/30/2023

APEX

DATE

10/10/2023

TIME

6:05:48 PM

PAGE

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REBATE NUMBER	PROPERTY NUMBER	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	BILLING FOR TYPE	OWNER
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BUSINESS ACCOUNTS

858158	87.73	0.00	8.77	0.00	96.50	09/14/2023	0006911804	2020	000000	OPPENHIEM, JEFF
858156	94.65	0.00	9.47	0.00	104.12	09/14/2023	0006911804	2022	000000	OPPENHIEM, JEFF
858029	249.27	0.00	24.93	0.00	274.20	09/12/2023	0006886469	2020	000000	SBA TOWERS X LLC
858157	90.04	0.00	9.00	0.00	99.04	09/14/2023	0006911804	2021	000000	OPPENHIEM, JEFF
857363	27.09	0.00	0.00	0.00	27.09	09/06/2023	0006556003	2023	000000	MID AMERICA APARTMENT LP
857776	203.96	0.00	0.00	0.00	203.96	09/08/2023	0006134877	2023	006000	MARLIN LEASING CORPORATION

SUBTOTALS FOR BUSINESS ACCOUNTS	752.74	0.00	52.17	0.00	804.91	6	Properties Rebated
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INDIVIDUAL
PROPERTY ACCOUNTS

857232	28.76	30.00	0.00	0.00	58.76	09/01/2023	0006993298	2023	000000	DUNN, LUCAS LAEL
858298	109.99	30.00	0.00	0.00	139.99	09/14/2023	0006992398	2023	000000	DUNN, LUCAS LAEL

SUBTOTALS FOR INDIVIDUAL PROPERTY ACCOUNTS	138.75	60.00	0.00	0.00	198.75	2	Properties Rebated
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INDIVIDUAL REAL
ESTATE ACCOUNTS

859307	198.00	0.00	0.00	0.00	198.00	09/26/2023	0000198333	2023	000000	HUGHES, FREDERICK
857629	479.06	0.00	0.00	0.00	479.06	09/07/2023	0000496921	2023	000000	ODETI, SHESHIDHAR
859325	198.00	0.00	0.00	0.00	198.00	09/26/2023	0000279162	2023	000000	MORGAN, TIMOTHY MICHAEL



Wake County Tax Administration

Rebate Details

09/01/2023 - 09/30/2023

APEX

DATE

10/10/2023

TIME

6:05:52 PM

PAGE

2

REBATE NUMBER	PROPERTY	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	BILLING FOR TYPE	OWNER
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INDIVIDUAL REAL
ESTATE ACCOUNTS

859299	198.00	0.00	0.00	0.00	198.00	09/26/2023	0000429688	2023	000000	EDMONDS, MARK LESLIE
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SUBTOTALS FOR INDIVIDUAL REAL ESTATE ACCOUNTS	1,073.06	0.00	0.00	0.00	1,073.06		4	Properties Rebated		
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WILDLIFE BOAT
ACCOUNTS

858149	219.99	0.00	0.00	0.00	219.99	09/13/2023	0004214332	2023	000000	PATTON, CHAD MICHAEL
--------	--------	------	------	------	--------	------------	------------	------	--------	----------------------

SUBTOTALS FOR WILDLIFE BOAT ACCOUNTS	219.99	0.00	0.00	0.00	219.99		1	Properties Rebated		
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TOTAL REBATED FOR APEX	2,184.54	60.00	52.17	0.00	2,296.71		13	Properties Rebated for City		
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| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 14, 2023

Item Details

Presenter(s): John Mullis, Director

Department(s): Public Works

Requested Motion

Motion to approve a Vehicle Lease between the Town of Holly Springs and the Town of Apex, for a 2014 Freightliner M2 106 Vacuum Leaf Truck, effective until February 28, 2024, and to authorize the Interim Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

The Town of Holly Springs and the Town of Apex operate separate public utilities/public work departments that, among other things, collect residential leaves by the use of one or more vacuum trucks. Currently, the Town of Apex has one vacuum leaf truck in surplus for a period of time until February 2024, and the Town of Holly Springs has a need for an additional Truck.

From the Execution Date until February 28, 2024, or until terminated by the mutual consent parties, for the Town of Apex to lease the vacuum truck to Holly Springs for \$1 for the entire Term of the Lease.

- 2014 Freightliner M2 106 Leaf Truck (VIN 1FVACYCY0EHFW2024)

Attachments

- CN12-A1: Vehicle Lease - 2014 Freightliner Leaf Truck
- CN12-A2: CONT-2023-316 - Temporary Leaf Truck Lease - Vehicle Lease - 2014 Freightliner Leaf Truck



STATE OF NORTH CAROLINA
WAKE COUNTY

)
)

VEHICLE LEASE

This Lease of a vehicle (hereinafter "Lease" or "Agreement"), described below, is made and entered into by the Town of Holly Springs ("Holly Springs" or "Lessee") and the Town of Apex ("Apex" or "Lessor"), (collectively the "Parties") has an effective date of the later of the date of signature, and is made under the following terms and conditions:

WHEREAS, the Parties are each North Carolina Municipalities in close proximity and desire to assist each other in the provision of public service when necessary and convenient for each party; and,

WHEREAS, each Party operates separate public utilities departments that, among other things, collect residential leaves by the use of one or more vacuum trucks, and currently Apex has one that is currently surplus to the needs of Apex for a period of time until February 2024, and Holly Springs has a need for an additional truck; and,

WHEREAS, no joint agency or partnership shall be established through this Agreement or Lease.

NOW THEREFORE, in accordance with N.C.G.S. §160A-274, for the good and valuable consideration necessary to effectuate this Lease, the recitation of which the Parties agree is not necessary, and in consideration of the foregoing precatory language, the Parties do hereby additionally agree as follows:

1. From the Execution Date until at least February 28, 2024 ("Term"), or until terminated by the mutual consent of the Parties, Apex shall Lease the following vacuum truck to Holly Springs for \$1 for the entire Term of the lease:
 - a. A 2014 Freightliner M2 106 Leaf Truck (VIN 1FVACYCY0EHFW2024), (the "Truck").
2. The Town of Holly Springs shall be responsible for the daily maintenance of the Truck, as well as any damage (reasonable wear and tear excepted) and shall add it to Holly Springs' insurance list for the fair market value so determined by the North Carolina League of Municipalities. In the event of any catastrophic damage or mechanical failure due to misuse not covered by insurance during the Term and during use by Holly Springs, Holly Springs shall work cooperatively with Apex to ensure that Apex receives fair market value of the Truck and/or a replacement truck of equal or greater value.
3. **Termination.** This Agreement may be terminated by written agreement of both Parties. Either Party may terminate this Agreement because of substantial breach of this Agreement by the other Party, provided that the terminating Party has given thirty (30) days' written notice to the breaching Party and the breaching Party has not cured the breach during that period. Either Party may terminate this Agreement without cause provided that the terminating Party has given ninety (90) days' written notice to the other Party. This section does not limit the Parties' rights to enforce this Agreement through any other action or

remedy. Upon termination, it is agreed that all obligations that are still executory on both sides are discharged but any right based on prior breach or performance survives.

4. **Notices.** Unless otherwise provided, all notices provided for herein shall be in writing and shall be sent properly addressed by first class mail and electronic mail to the parties at the addresses shown below:

Town of Apex
PO Box 250
Apex, North Carolina 27502-250
Attention: Town Manager

With copies to the Public Works & Transportation Director

Town of Holly Springs
P.O. Box 8
Holly Springs, NC 27540
Attention: Town Manager

With copies to the Solid Waste Manager

All notices shall be effective three (3) days after having been deposited, properly addressed and postage prepaid, in the US Postal Service. Any party hereto may change the person to whom or the address to which notices should be provided by giving written notice to the other parties of the change.

5. **Entire Agreement/Amendments.** This Agreement constitutes the entire agreement between the Parties with respect to its general subject matter. This Agreement may not be changed except in writing signed by all the parties.
6. **Representations and Warranties.** The Parties each represent, covenant and warrant for the other's benefit as follows:

(a) Each Party has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and this Agreement has been authorized by each Party's governing body. This Agreement is a valid and binding obligation of each Party.

(b) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which either Party is now a party or by which either is bound, or constitutes a default under any of the foregoing.

(c) To the knowledge of each Party, there is no litigation or other court, or administrative proceeding pending or threatened against such Party (or against any other person) affecting such Party's rights to execute or deliver this Agreement or to comply with its obligations under this Agreement. Neither such Party's execution and delivery of this Agreement, nor its compliance with its obligations under this Agreement, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

(d) The Truck and its components are in proper mechanical condition and may be placed in service for the purpose it is intended.

7. **Dispute Resolution.** In the event of conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other claims, disputes or other controversies arising out of, and between the Parties shall be subject to and decided exclusively by the appropriate general court of justice of Wake County, North Carolina.
8. **No Waiver of Non-Compliance with Agreement.** No provision of this Agreement shall be deemed to have been waived by any party hereto unless such waiver shall be in writing and executed by the same formality as this Agreement. The failure of any party hereto at any time to require strict performance by the other of any provision hereof shall in no way affect the right of the other party to thereafter enforce the same. In addition, no waiver or acquiescence by a party hereto of any breach of any provision hereof by another party shall be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
9. **Governing Law.** The parties intend that this Agreement be governed by the law of the State of North Carolina. Proper venue for any action shall solely be Wake County.
10. **Assignment.** Neither Party may sell or assign any interest in or obligation under this Agreement without the prior express written consent of the other Party.
11. **Liability of Officers and Agents.** No officer, agent or employee of any party will be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents or employees will be deemed to execute such documents in their official capacities only, and not in their individual capacities. This section will not relieve any such officer, agent or employee from the performance of any official duty provided by law.
12. **Execution in Counterparts/Electronic Version of Agreement.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either Party may convert a signed original of the Agreement to an electronic record pursuant to a North Carolina Department of

Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.

13. **Verification of Work Authorization.** The Parties, and all subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes.
14. **No third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
15. **Termination of Prior Leases.** The parties hereby agree that execution of this Lease effectively terminates and replaces any and all previous leases, agreements, or arrangements between the parties for the use of the vacuum truck identified in Section 1 of this Lease.

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

[SEAL]

**TOWN OF HOLLY SPRINGS, NORTH
CAROLINA**

By: _____
Randy J. Harrington, Town Manager

Date: _____

Attest:

Linda C. McKinney, Town Clerk

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

Tina Stroupe, Finance Director
Town of Holly Springs

[SEAL]

TOWN OF APEX, NORTH CAROLINA

By: _____
Shawn Purvis, Interim Town Manager

Date: _____

Attest:

Allen Coleman, Town Clerk

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

By: _____
Antwan Morrison, Finance Director
Town of Apex

Certificate Of Completion

Envelope Id: 25E332F180A441C9A13683A916FE35ED

Status: Completed

Subject: Complete with DocuSign: Leaf Truck Lease-Temporary Agreement between Apex and Holly Springs

Source Envelope:

Document Pages: 6

Signatures: 6

Envelope Originator:

Certificate Pages: 6

Initials: 0

Lindsay Goldstein

AutoNav: Enabled

PO Box 8

Envelopeld Stamping: Enabled

Holly Springs, NC 27540

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Lindsay.Goldstein@hollyspringsnc.gov

IP Address: 204.84.166.2

Record Tracking

Status: Original

Holder: Lindsay Goldstein

Location: DocuSign

11/6/2023 9:10:08 AM

Lindsay.Goldstein@hollyspringsnc.gov

Signer Events**Signature****Timestamp**

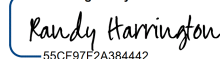
Randy Harrington

randy.harrington@hollyspringsnc.gov

Town Manager

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Sent: 11/6/2023 9:29:52 AM

Viewed: 11/6/2023 1:37:07 PM

Signed: 11/6/2023 1:38:21 PM

Signature Adoption: Pre-selected Style

Using IP Address: 204.84.166.2

Electronic Record and Signature Disclosure:

Accepted: 11/6/2023 1:37:07 PM

ID: 96e74aee-0f71-493e-9a58-134df537b798

Company Name: Town of Holly Springs

Linda McKinney

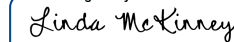
linda.mckinney@hollyspringsnc.gov

Town Clerk

Carahsoft OBO Town of Holly Springs

Security Level: Email, Account Authentication
(None)

DocuSigned by:



19AFC5DA5A02484...

Sent: 11/6/2023 1:38:22 PM

Viewed: 11/6/2023 2:44:07 PM

Signed: 11/6/2023 2:44:13 PM

Signature Adoption: Pre-selected Style

Using IP Address: 64.98.122.61

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tina Stroupe

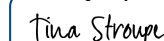
tina.stroupe@hollyspringsnc.gov

Finance Director

Town of Holly Springs

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Sent: 11/6/2023 2:44:15 PM

Viewed: 11/6/2023 2:58:13 PM

Signed: 11/6/2023 2:58:23 PM

Signature Adoption: Pre-selected Style

Using IP Address: 204.84.166.2

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Shawn Purvis

shawn.purvis@apexnc.org

Interim Town Manager

Security Level: Email, Account Authentication
(None)

DocuSigned by:



D78A025D93C8450...

Sent: 11/6/2023 2:58:25 PM

Viewed: 11/6/2023 3:19:57 PM

Signed: 11/6/2023 3:20:11 PM

Signature Adoption: Uploaded Signature Image

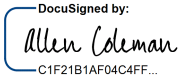
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Electronic Record and Signature Disclosure:

Accepted: 11/6/2023 3:19:57 PM

ID: da0c4946-26e3-48b9-82b0-0f9da86c530f

Company Name: Town of Holly Springs

Signer Events	Signature	Timestamp
<p>Allen Coleman</p> <p>allen.coleman@apexnc.org</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:</p>  <p>C1F21B1AF04C4FF...</p> <p>Signature Adoption: Pre-selected Style</p> <p>Using IP Address: 96.10.1.162</p>	<p>Sent: 11/6/2023 3:20:12 PM</p> <p>Viewed: 11/6/2023 4:09:42 PM</p> <p>Signed: 11/6/2023 4:20:53 PM</p>

Electronic Record and Signature Disclosure:
Accepted: 11/6/2023 4:09:42 PM
ID: e879acc4-3d3d-41ce-a031-4015244179c7
Company Name: Town of Holly Springs

Antwan Morrison

antwan.morrison@apexnc.org

Security Level: Email, Account Authentication (None)

DocuSigned by:



C1FC1A957C74406...

Signature Adoption: Drawn on Device

Using IP Address: 96.10.1.162

Sent: 11/6/2023 4:20:55 PM

Viewed: 11/7/2023 11:43:50 AM

Signed: 11/7/2023 11:43:54 AM

Electronic Record and Signature Disclosure:
Accepted: 11/7/2023 11:43:50 AM
ID: c2501bf4-aa16-464b-9963-62c570999d5b
Company Name: Town of Holly Springs

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

John Schifano

john.schifano@hollyspringsnc.gov

Town Attorney

Town of Holly Springs

Security Level: Email, Account Authentication (None)

COPIED

Sent: 11/7/2023 11:43:56 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Freddie Rodriguez

freddie.rodriguez@hollyspringsnc.gov

Security Level: Email, Account Authentication (None)

COPIED

Sent: 11/7/2023 11:43:56 AM

Electronic Record and Signature Disclosure:
Accepted: 3/27/2023 1:34:45 PM
ID: 8df4e0b9-4ba4-41dc-b0bb-5ff12dcf49b2
Company Name: Town of Holly Springs

Paige Scott

paige.scott@hollyspringsnc.gov

Public Works Director

Public Works Director, Town of Holly Springs

Security Level: Email, Account Authentication (None)

COPIED

Sent: 11/7/2023 11:43:57 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/6/2023 9:29:52 AM
Certified Delivered	Security Checked	11/7/2023 11:43:50 AM
Signing Complete	Security Checked	11/7/2023 11:43:54 AM
Completed	Security Checked	11/7/2023 11:43:57 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Town of Holly Springs (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Town of Holly Springs:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jeff.wilson@hollyspringsnc.us

To advise Town of Holly Springs of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jeff.wilson@hollyspringsnc.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Town of Holly Springs

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jeff.wilson@hollyspringsnc.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Town of Holly Springs

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to jeff.wilson@hollyspringsnc.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Town of Holly Springs as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Town of Holly Springs during the course of your relationship with Town of Holly Springs.

STATE OF NORTH CAROLINA
WAKE COUNTY

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VEHICLE LEASE

This Lease of a vehicle (hereinafter "Lease" or "Agreement"), described below, is made and entered into 11/6/2023 by the Town of Holly Springs ("Holly Springs" or "Lessee") and the Town of Apex ("Apex" or "Lessor"), (collectively the "Parties") has an effective date of the later of the date of signature, and is made under the following terms and conditions:

WHEREAS, the Parties are each North Carolina Municipalities in close proximity and desire to assist each other in the provision of public service when necessary and convenient for each party; and,

WHEREAS, each Party operates separate public utilities departments that, among other things, collect residential leaves by the use of one or more vacuum trucks, and currently Apex has one that is currently surplus to the needs of Apex for a period of time until February 2024, and Holly Springs has a need for an additional truck; and,

WHEREAS, no joint agency or partnership shall be established through this Agreement or Lease.

NOW THEREFORE, in accordance with N.C.G.S. §160A-272, for the good and valuable consideration necessary to effectuate this Lease and in consideration of the foregoing precatory language, the Parties do hereby additionally agree as follows:

1. From the Execution Date until such time as the town's respective councils can consider a \$1 lease which the Parties anticipate to be November 21, 2023 ("Term"), or until terminated by the mutual consent of the Parties, Apex shall Lease the following vacuum truck to Holly Springs for \$750 per week for the entire Term of the lease:
 - a. A 2014 Freightliner M2 106 Leaf Truck (VIN 1FVACYCY0EHFW2024), (the "Truck").
2. The Town of Holly Springs shall be responsible for the daily maintenance of the Truck, as well as any damage (reasonable wear and tear excepted) and shall add it to Holly Springs' insurance list for the fair market value so determined by the North Carolina League of Municipalities. In the event of any catastrophic damage or mechanical failure due to misuse not covered by insurance during the Term and during use by Holly Springs, Holly Springs shall work cooperatively with Apex to ensure that Apex receives fair market value of the Truck and/or a replacement truck of equal or greater value. If at any time truck equipment fails in a manner that makes the truck unusable for its intended purpose it will be returned to Apex and no lease payment will be due for the period during which the truck could not be used as intended.
3. **Termination.** This Agreement may be terminated by written agreement of both Parties. Either Party may terminate this Agreement because of substantial breach of this Agreement by the other Party, provided that the terminating Party has given thirty (30) days' written notice to the breaching Party and the breaching Party has not cured the breach during that

period. Either Party may terminate this Agreement without cause provided that the terminating Party has given ninety (90) days' written notice to the other Party. This section does not limit the Parties' rights to enforce this Agreement through any other action or remedy. Upon termination, it is agreed that all obligations that are still executory on both sides are discharged but any right based on prior breach or performance survives.

4. **Notices.** Unless otherwise provided, all notices provided for herein shall be in writing and shall be sent properly addressed by first class mail and electronic mail to the parties at the addresses shown below:

Town of Apex
PO Box 250
Apex, North Carolina 27502-250
Attention: Town Manager

With copies to the Public Works & Transportation Director

Town of Holly Springs
P.O. Box 8
Holly Springs, NC 27540
Attention: Town Manager

With copies to the Solid Waste Manager

All notices shall be effective three (3) days after having been deposited, properly addressed and postage prepaid, in the US Postal Service. Any party hereto may change the person to whom or the address to which notices should be provided by giving written notice to the other parties of the change.

5. **Entire Agreement/Amendments.** This Agreement constitutes the entire agreement between the Parties with respect to its general subject matter. This Agreement may not be changed except in writing signed by all the parties.
6. **Representations and Warranties.** The Parties each represent, covenant and warrant for the other's benefit as follows:
 - (a) Each Party has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement. This Agreement is a valid and binding obligation of each Party.
 - (b) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or

instrument to which either Party is now a party or by which either is bound, or constitutes a default under any of the foregoing.

(c) To the knowledge of each Party, there is no litigation or other court, or administrative proceeding pending or threatened against such Party (or against any other person) affecting such Party's rights to execute or deliver this Agreement or to comply with its obligations under this Agreement. Neither such Party's execution and delivery of this Agreement, nor its compliance with its obligations under this Agreement, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

(d) The Truck and its components are in proper mechanical condition and may be placed in service for the purpose it is intended.

7. **Dispute Resolution.** In the event of conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other claims, disputes or other controversies arising out of, and between the Parties shall be subject to and decided exclusively by the appropriate general court of justice of Wake County, North Carolina.
8. **No Waiver of Non-Compliance with Agreement.** No provision of this Agreement shall be deemed to have been waived by any party hereto unless such waiver shall be in writing and executed by the same formality as this Agreement. The failure of any party hereto at any time to require strict performance by the other of any provision hereof shall in no way affect the right of the other party to thereafter enforce the same. In addition, no waiver or acquiescence by a party hereto of any breach of any provision hereof by another party shall be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
9. **Governing Law.** The parties intend that this Agreement be governed by the law of the State of North Carolina. Proper venue for any action shall solely be Wake County.
10. **Assignment.** Neither Party may sell or assign any interest in or obligation under this Agreement without the prior express written consent of the other Party.
11. **Liability of Officers and Agents.** No officer, agent or employee of any party will be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents or employees will be deemed to execute such documents in their official capacities only, and not in their individual capacities. This section will not relieve any such officer, agent or employee from the performance of any official duty provided by law.

12. **Execution in Counterparts/Electronic Version of Agreement.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either Party may convert a signed original of the Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.
13. **Verification of Work Authorization.** The Parties, and all subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes.
14. **No third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

IN TESTIMONY WHEREOF, the Town of Apex and the Town of Holly Springs, have caused this Agreement to be executed and attested by their duly authorized officers and their official seals affixed, the day and year first written above.

[SEAL]

**TOWN OF HOLLY SPRINGS, NORTH
CAROLINA**

DocuSigned by:
By: *Randy Harrington*
Randy J. Harrington, Town Manager

Date: 11/6/2023

Attest:

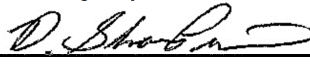
DocuSigned by:
Linda McKinney
19AFC5DA5A02484...
Linda C. McKinney, Town Clerk

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

DocuSigned by:
Tina Stroupe
0BF68FA485164FD...
Tina Stroupe, Finance Director
Town of Holly Springs

[SEAL]

TOWN OF APEX, NORTH CAROLINA

DocuSigned by:
By: 
D78A025D93C8450
Shawn Purvis, Interim Town Manager

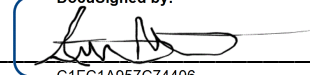
Date: 11/6/2023

Attest:

DocuSigned by:

Allen Coleman, Town Clerk

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

DocuSigned by:
By: 
C1FC1A957C74406
Antwan Morrison, Finance Director
Town of Apex

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION
Meeting Date: November 14, 2023

Item Details

Presenter(s): Councilmember Terry Mahaffey, Sponsor
Barbara Conroy Co-Founder and President of Apex Public School Foundation
Department(s): Governing Body
Apex Public School Foundation

Requested Motion

Presentation of the Peak S.T.A.R. Award for the 1st Quarter of the 2023-2024 School Year.

Approval Recommended?

N/A

Item Details

The Apex Town Council is pleased to work in partnership with the Apex Public School Foundation (APSF) to present the Peak S.T.A.R. Award to a deserving Apex school staff member, teacher, or someone in school administration. This award will be presented quarterly by the Apex Town Council and the APSF.

Attachments

- N/A





"The Peak of Good Living"

TOWN OF APEX
NORTH CAROLINA

Proclamation

Adoption Awareness Month 2023

from the Office of the Mayor

WHEREAS, There is a critical need for adoption in Wake County, with statistics showing that as of October 2023, there are 404 children in the foster care system, 98 of whom are intended to be adopted by a foster parent or relative, and 32 of whom are legally cleared for adoption recruitment; and,

WHEREAS, 31 children in the Wake County foster care system have had to sleep in the Wake County Department of Social Services office at some point this year, highlighting the critical need to find homes for these children; and,

WHEREAS, Every child deserves to live in a safe, stable, loving, and nurturing environment, and adoption is one of the best ways to ensure they are able to have that for the rest of their lives; and,

WHEREAS, Adoption is a lengthy and complex process, often requiring coordination and support from adoptive families, public entities, private organizations, and the children themselves; and,

WHEREAS, The Town of Apex recognizes that there is no issue more pressing and no goal more paramount than child welfare, and we are proud to aid in efforts supporting adoption.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of Apex, North Carolina, do hereby proclaim the month of November 2023, "Adoption Awareness Month", in the Town of Apex, and encourage all individuals and families to support organizations that work with adoption and child welfare, and to consider if adoption or foster care is right for you and your family.

I hereby set my hand and have caused the Seal of the Town of Apex, North Carolina, to be affixed this the 14th day of November 2023

Jacques Gilbert, Mayor



"The Peak of Good Living"

TOWN OF APEX
NORTH CAROLINA

Proclamation

Geographic Information Systems (GIS) Day 2023

from the Office of the Mayor

WHEREAS, Geographic Information Systems (GIS) technology is integrated computer software and hardware that allows for the management, analysis, and visualization of geographic data; and,

WHEREAS, The Town of Apex recognizes that GIS technology is a vital part of how the town operates our infrastructure, sustains our natural resources, and stimulates our economic growth; and,

WHEREAS, All town departments make use of GIS functions in some capacity in order to provide important services to our residents, including emergency response, utilities maintenance, planning parks, greenways, and other developments, and streamlining service requests to improve response times; and,

WHEREAS, Town staff includes around 195 registered users of GIS technology, who leverage their expertise to help enhance the quality of life for all of our residents; and,

WHEREAS, There are dozens of GIS tools the public can utilize on the town's website which provide detailed and useful information about planning, development, stormwater, utilities, waste and recycling pickup, and much more.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of Apex, North Carolina, do hereby proclaim November 15, 2023 "GIS Day" in the Town of Apex, and encourage all residents to explore the myriad of GIS tools available, and to acknowledge and appreciate all the great work our town staff puts into creating and utilizing them.

I hereby set my hand and have caused the Seal of the Town of Apex, North Carolina, to be affixed this the 14th day of November 2023

Jacques Gilbert, Mayor



"The Peak of Good Living"

TOWN OF APEX
NORTH CAROLINA

Proclamation

Small Business Saturday 2023

from the Office of the Mayor

WHEREAS, The Town of Apex is incredibly proud to be a vibrant hub of small businesses which act as the heartbeat of our economy and an important fabric that helps knit together the character of our community; and,

WHEREAS, According to the Small Business Administration, 68 cents of every dollar spent at a small business stays in the local community, and each dollar spent creates an additional 48 cents in local business activity as a result of employees and local businesses purchasing goods and services locally; and,

WHEREAS, Local small businesses report that Small Business Saturday helps them stand out, and the local excitement and support contributes significantly to their holiday sales each year; and,

WHEREAS, On small business Saturday, local businesses in Apex will be holding in-store specials, contests, discounts, and events; and,

WHEREAS, The Town of Apex will be holding a Holiday Receipt Raffle, which allows every 25 dollars you spend at a local small business from November 25 to December 11 to act as a raffle ticket for various prizes and gift baskets; and,

WHEREAS, Residents can find an interactive map of participating businesses and a list of Small Business Saturday Specials on the Small Business Saturday page of the Town's website.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of Apex, North Carolina, do hereby proclaim Saturday, November 25, "Small Business Saturday" in the Town of Apex, and encourage all residents to "Shop Small" and help support all of our small businesses in Apex and the people behind them that are our friends and neighbors.

I hereby set my hand and have caused the Seal of the Town of Apex, North Carolina, to be affixed this the 14th day of November 2023

Jacques Gilbert, Mayor

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION
Meeting Date: November 14, 2023

Item Details

Presenter(s): Mayor Jacques K. Gilbert, Sponsor
Seaira Green, Executive Director

Department(s): Governing Body
Western Wake Crisis Ministry (WWCM)

Requested Motion

Receive as information a presentation regarding current initiatives of the Western Wake Crisis Ministry (WWCM) located in Apex.

Approval Recommended?

N/A

Item Details

The Western Wake Crisis Ministry (WWCM) Board of Directors recently appointed Seaira Green to serve as the new Executive Director. Ms. Green has more than 15 years as a results-oriented fundraising and nonprofit leader. Most recently, Ms. Green has served as the Chief Program Officer at Triangle Family Services where she demonstrated her ability to be a strategic leader in nonprofit management utilizing her macro and detail perspective and experience. Ms. Green's first official day as Executive Director was September 18, 2023.

Mayor Gilbert and Ms. Green recently met for introductions and to discuss current agency initiatives. Mayor Gilbert invited Ms. Green to make a presentation at an upcoming Council Meeting. This opportunity will provide Council and the community with an update on current agency programs and initiatives.

Attachments

- PR4-A1: Western Wake Ministry Presentation



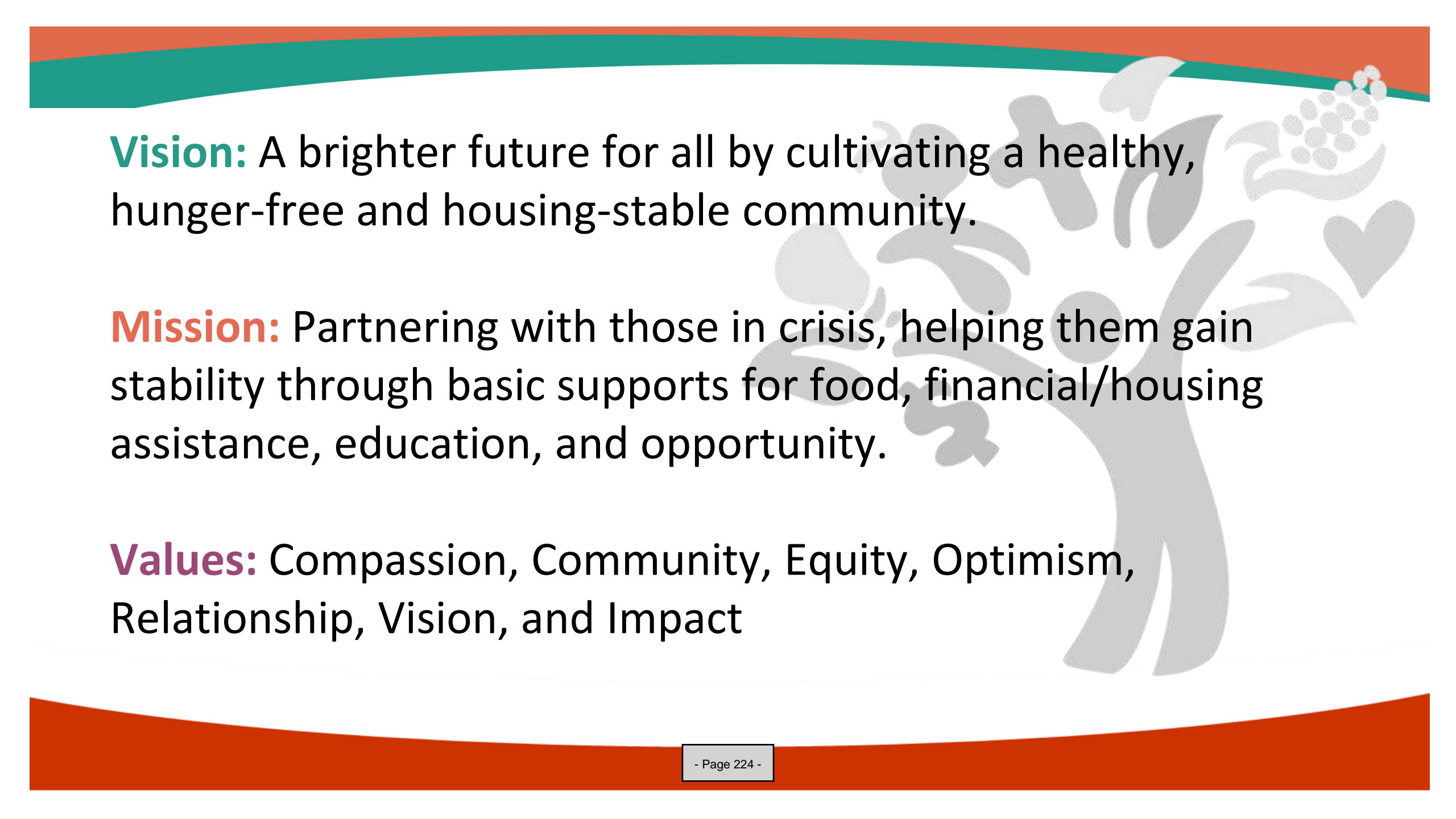


Western Wake

CRISIS MINISTRY

Building a brighter future for all by cultivating a healthy,
hunger-free and housing-stable community.

wwcm.org ~ 919-362-0657



Vision: A brighter future for all by cultivating a healthy, hunger-free and housing-stable community.

Mission: Partnering with those in crisis, helping them gain stability through basic supports for food, financial/housing assistance, education, and opportunity.

Values: Compassion, Community, Equity, Optimism, Relationship, Vision, and Impact

Services



FOOD SECURITY

- Curbside Pickup & Open-Air Market – weekdays (M-Th)
- Saturday Distribution (monthly)
- Latinx/Hispanic Outreach
- Home Delivery (monthly)
- Emergency Food Support

HOUSING SECURITY

- Rental Assistance
- Utility Assistance Program
- Short-term Case Management
- Resource Assistance



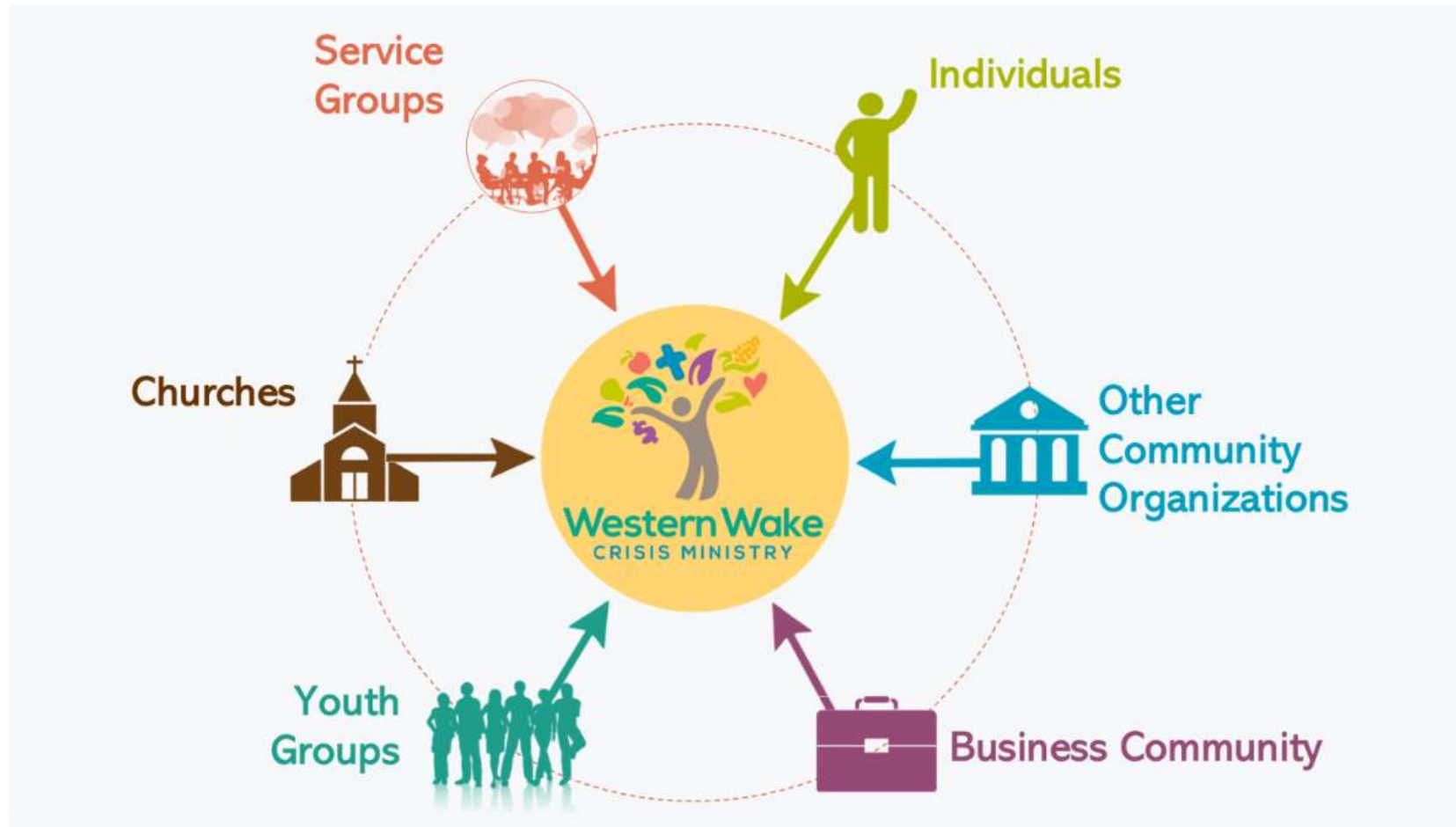
WWCM & Covid Response

- Curbside food distribution & home delivery
- Limited volunteers & staff in building
- Monthly meat & produce distribution to all Wake County
- Resource Assistance provided virtually or by appointment outside
- Collaboration with Emergency Meal Program, Local Agencies & Churches

Operational Snapshot



- Serve Approximately 400 families per month with food assistance
- Serve Approximately 55+ families per month with financial support (rent & utilities), Receives approximately 330 calls for screening
- Partnered with Town of Apex to assist customers with past due utility bills
- WWCM only has 5 employees, 2 of which are part-time
 - Approximately 100 regular volunteers
 - Interdependent relationships with volunteers
 - Numerous donors and partners that support the overall operations of WWCM including the Interfaith Food Network, Food bank of NC, Food Lion, United way, Apex Chamber of Commerce and Wake County.





What's Happening at WWCM

- Several food collection drives for Thanksgiving Meal-Goal is to serve 300 families
- Holidays and Beyond campaign to combat food security past the holidays
- Collaboration with Apex Police Department to support a family that actively fleeing domestic violence
- Hiring additional support staff to meet the needs of the community.
- Working directly with landlords, hotels, property managers to facilitate housing
- Hosting Coffee & Chat sessions, community tours and Lunch and Learns

What can Groups Do?



- Food and/or Fund Drives
- Distribute information about WWCM via newsletter, social media
- Volunteer
- Invite WWCM to speak or present at events

Where to Find Us

1600 Olive Chapel Road, Suite 408 (540 Flex), Apex, NC 27502

919-362-0657

WWCM.ORG



@westernwakecrisisministry



@westernwakecrisisministry



@wwcm2017

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING
Meeting Date: November 14, 2023

Item Details

Presenter(s): Dianne Khin, Director

Department(s): Planning

Requested Motion

Public Hearing and possible motion to adopt an Ordinance on the Question of Annexation - Apex Town Council's intent to annex 26.63 acres, Legacy Station, Satellite Annexation No. 770 into the Town Corporate Limits.

Approval Recommended?

Yes

Item Details

The annexation has been certified and a public hearing has been posted as required.

Attachments

- PH1-A1: Annexation Ordinance - Annexation No. 770 - Legacy Station - 26.63 acres
- PH1-A2: Public Hearing Notice - Annexation No. 770 - Legacy Station - 26.63 acres
- PH1-A3: Legal Description: Annexation No. 770 - Legacy Station - 26.63 acres
- PH1-A4: Aerial Map - Annexation No. 770 - Legacy Station - 26.63 acres
- PH1-A5: Plat Map - Annexation No. 770 - Legacy Station - 26.63 acres
- PH1-A6: Annexation Petition - Annexation No. 770 - Legacy Station - 26.63 acres





"The Peak of Good Living"

OFFICE OF THE TOWN CLERK

TOWN OF APEX NORTH CAROLINA

Media Contact:

Allen Coleman, Town Clerk to the Apex Town Council

FOR IMMEDIATE RELEASE

PUBLIC NOTICE – PUBLIC HEARING

APEX, N.C. (October 27, 2023) – 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 **14th day of November, 2023**, on the question of annexation of the following property requested by petition filed pursuant to G.S. 160A-31:

Satellite Annexation Petition No. 770 Legacy Station – 30.047 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. Please use subject line "Annexation Petition No. 770" 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, November 14, 2023.

Members of the public can access and view the meeting on the Town's YouTube Channel <https://www.youtube.com/c/TownofApexGov> or attend in-person.

Anyone needing special accommodations to attend this meeting and/or if this information is needed in an alternative format, please contact the Town Clerk's Office. The Town Clerk is located at 73 Hunter Street in Apex Town Hall on the 2nd Floor, (email) allen.coleman@apexnc.org or (phone) 919-249-1260. We request at least 48 hours' notice prior to the meeting to make the appropriate arrangements.

Questions should be directed to the Town Clerk's Office.

###



TOWN OF APEX, NORTH CAROLINA

Municipality No. 333

After recording, please return to: Town Clerk, Town of Apex, P.O. Box 250, Apex, NC 27502

**ORDINANCE NO. 2023-
SATELLITE ANNEXATION PETITION NO. 770
Legacy Station – 26.63 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 November 14, 2023, 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 November 14, 2023. The survey plat that describes the annexed territory is that certain survey plat entitled "Satellite Annexation Map for the Town of Apex, Wake County, North Carolina, White Oak Township (PINs No. 0712-94-9922 and 0722-04-1522, Land Surveyor dated October 11, 2023" and recorded in Book of Maps book number 2023 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 14th day of November, 2023.

Jacques K. Gilbert
Mayor

ATTEST:

Allen L. Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

Laurie L. Hohe
Town Attorney

Legal Description

Tract 1 Legal Description (PIN No. 0712949922)

Beginning at a New Iron Pipe Located on the Southern Right of Way of US Hwy 64 and having North Carolina Grid Coordinates (NAD83, 2011), N: 725,205.14', E: 2,019,726.21'; said Iron Pipe also being the Northwest corner of that parcel of land owned by Legacy Apex, LLC, Deed Book 19401, Page 999 and Book of Maps 2004, Page 1409, Wake County Registry. Thence leaving said Right of Way, South 43°21'40" East, 185.73' to an Existing Iron Pipe, said pipe being the True Point and Place of Beginning,

Thence North 82°57'52" East, 200.03' to an Existing Iron Pipe, Thence South 00°42'10" West, 199.45' to an Existing Iron Pipe, Thence South 82°49'09" West, 199.93' to an Existing Iron Pipe, Thence North 00°39'15" East, 199.94' to an Existing Iron Pipe, the True Point and Place of Beginning and containing an area of 0.908 Acres (39,567 sf), more or less.

Tract 2 Legal Description (PIN No. 0722041522)

Beginning at a New Iron Pipe Located on the Southern Right of Way of US Hwy 64 and having North Carolina Grid Coordinates (NAD83, 2011), N: 725,205.14', E: 2,019,726.21'; said Iron Pipe also being the Northwest corner of that parcel of land owned by Legacy Apex 2, LLC, Deed Book 19401, Page 999 and Book of Maps 2004, Page 1409, Wake County Registry. Thence North 82°58'49" East, 828.63' to a New Iron Pipe, Thence South 01°36'41" West, 79.80' to an Existing Iron Pipe, Thence South 01°36'41" West, 893.94' to an Existing Iron Pipe, Thence South 01°57'07" West, 417.11' to an Existing Iron Pipe, Thence South 76°25'00" West, 820.35' to an Existing Iron Pipe, Thence North 00°38'28" East, 465.54' to an Existing Iron Pipe, Thence North 00°35'23" East, 74.24' to an Existing Iron Pipe, Thence North 00°39'29" East, 186.13' to an Existing Iron Pipe, Thence North 00°38'23" East, 755.82' to a New Iron Pipe, being the Point and Place of Beginning and containing an area of 26.627 Acres (1,159,991 sf), more or less.

Save and Except the following area:

Beginning at a New Iron Pipe Located on the Southern Right of Way of US Hwy 64 and having North Carolina Grid Coordinates (NAD83, 2011), N: 725,205.14', E: 2,019,726.21'; said Iron Pipe also being the Northwest corner of that parcel of land

owned by Legacy Apex 2, LLC, Deed Book 19401, Page 999 and Book of Maps 2004, Page 1409, Wake County Registry. Thence leaving said Right of Way, South 43°21'40" East, 185.73' to an Existing Iron Pipe, said pipe being the True Point and Place of Beginning,

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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. 2023-_____, adopted at a meeting of the Town Council, on the 14th day of November, 2023, 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 14th day of November, 2023.

Allen L. Coleman, CMC, NCCCC
Town Clerk

(SEAL

Tract 1 Legal Description (PIN No. 0712949922)

Beginning at a New Iron Pipe Located on the Southern Right of Way of US Hwy 64 and having North Carolina Grid Coordinates (NAD83, 2011), N: 725,205.14', E: 2,019,726.21'; said Iron Pipe also being the Northwest corner of that parcel of land owned by Legacy Apex, LLC, Deed Book 19401, Page 999 and Book of Maps 2004, Page 1409, Wake County Registry. Thence leaving said Right of Way, South 43°21'40" East, 185.73' to an Existing Iron Pipe, said pipe being the **True Point and Place of Beginning**, Thence North 82°57'52" East, 200.03' to an Existing Iron Pipe, Thence South 00°42'10" West, 199.45' to an Existing Iron Pipe, Thence South 82°49'09" West, 199.93' to an Existing Iron Pipe, Thence North 00°39'15" East, 199.94' to an Existing Iron Pipe, the **True Point and Place of Beginning** and containing an area of 0.908 Acres (39,567 sf), more or less.

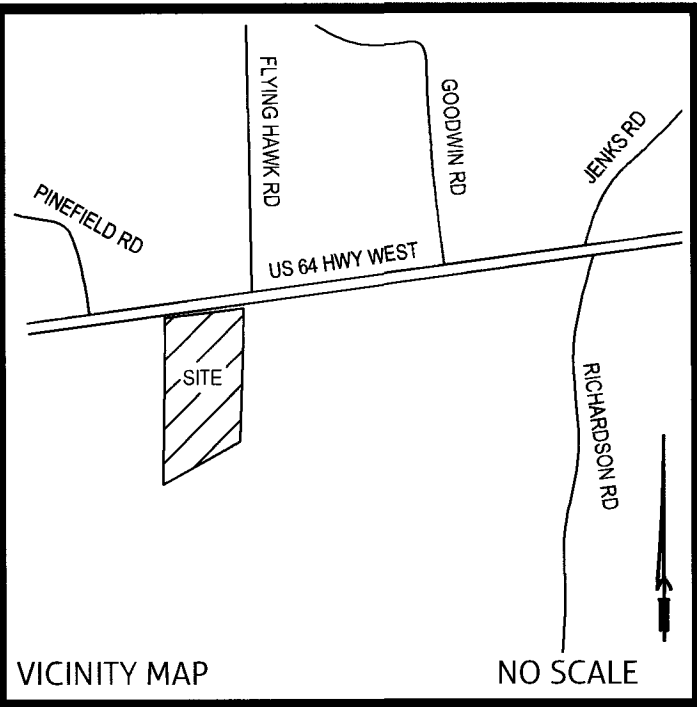
Tract 2 Legal Description (PIN No. 0722041522)

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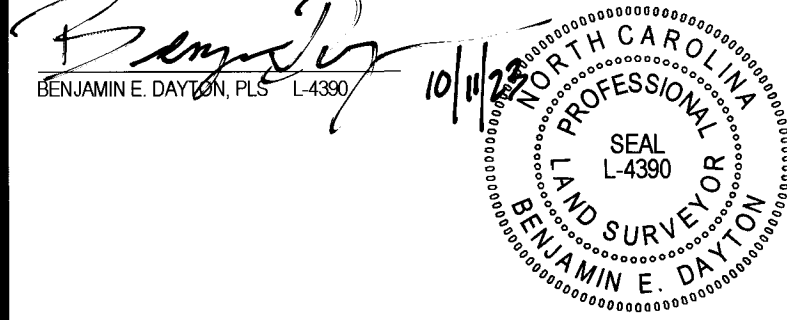




SURVEYOR'S CERTIFICATE

"I, BENJAMIN E. DAYTON, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK SEE MAP, PAGE _____ THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK SEE MAP, PAGE _____ THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:40,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 11th DAY OF October, A.D., 2023.

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



- GPS NOTE
- THE FOLLOWING INFORMATION WAS USED TO OBTAIN NC GRID NAD 83(2011), NAVD 88 STATE PLANE COORDINATES (SPC) FOR THIS PROJECT:
1. CLASS OF SURVEY: URBAN LAND SURVEYS (CLASS A)
 2. POSITIONAL ACCURACY: 0.03' (H), 0.05' (V)
 3. GPS FIELD PROCEDURE: VRS
 4. DATE OF SURVEY: 11/2/2020
 5. DATUM/EPOCH: NAD 83(2011), EPOCH 2010.00
 6. PUBLISHED DATE/FIXED CONTROL USED: VRS, NCRD
 7. GEOID MODEL: GEOID 12B
 8. COMBINED GRID FACTOR: 0.999898192
 9. UNITS: US SURVEY FEET
 10. GRID/GROUND POINT: Y(N) 725,284.26' X(E) 2,020,117.03'

LEGEND

(EIP)-EXISTING IRON PIPE

(IPS)-IRON PIPE SET

(PT)-COMPUTED POINT (NO MONUMENT FOUND OR SET)

OWNER(S):

PIN No. 0712949922

LEGACY APEX, LLC

LEGACY APEX 2, LLC

25101 CHAGRIN BLVD, STE 300

BEACHWOOD, OH 44122

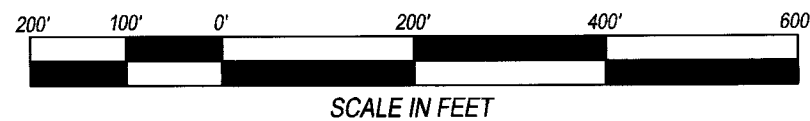
PIN No. 0722041522

LEGACY APEX, LLC

LEGACY APEX 2, LLC

25101 CHAGRIN BLVD, STE 300

BEACHWOOD, OH 44122



CLARA'S LEGACY, LLC

DB 18483, PG 1288

PIN No. 0712932588

EXISTING IRON PIPE

NC GRID COORDINATES

NAD 83(2011)

N: 725,205.14'

E: 2,019,726.21'

CLARA'S LEGACY, LLC

DB 18483, PG 1288

PIN No. 0712932588

RENA F GOODWIN

CALVIN GOODWIN

DB 2841, PG 679

BM 1980, PG 520

PIN No. 0712945440

CLARA'S LEGACY, LLC

DB 18483, PG 1288

PIN No. 0712932588

MARTHA S CLEMENT

DB 2741, PG 474

PIN No. 0712923071

JOHN M CLEMENT, Jr

JUDY CLEMENT

DB 3185, PG 808

BM 1980, PG 239

PIN No. 0722022516

MARTHA S CLEMENT

DB 09-E, PG 726

DB 2819, PG 423

BM 1980, PG 239

PIN No. 0722026366

ANNEXATION AREA SUMMARY

(HATCHED AREA)

PIN No. 0722041522

25.719 ACRES (1,120,424 SF)

PIN No. 0712949922

0.908 ACRES (39,567 SF)

26.627 ACRES TOTAL (1,159,991 SF)

PIN No. 0722031218

LEGACY APEX, LLC

LEGACY APEX 2, LLC

DB 19401, PG 999

BM 2021, PG 1819

PIN No. 0722037373

LEGACY APEX, LLC

LEGACY APEX 2, LLC

DB 19401, PG 999

BM 2021, PG 1819

DATE: 9/26/2023

SCALE: 1"=200'

SURVEYED BY: WR

DRAWN BY: BD

CHECK & CLOSURE BY: BD

CAD FILE: ANNEXATION MAP2.DWG

PROJECT NO: 02200685.01

SATELLITE ANNEXATION MAP for the TOWN OF APEX

LEGACY APEX, LLC

TOWNSHIP: WHITE OAK

COUNTY: WAKE

STATE: NORTH CAROLINA

ZONE: PUD-CZ

PIN Nos. 0712949922 and 0722041522

GENERAL NOTES

1. BASIS OF BEARINGS: NC STATE PLANE GRID COORDINATES, NAD83(2011)
2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
3. AREAS SHOWN HEREON WERE COMPUTED USING THE COORDINATE METHOD.
4. LINES NOT SURVEYED ARE SHOWN AS BROKEN LINES FROM INFORMATION REFERENCED ON THE FACE OF THIS PLAT.
5. SUBJECT PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA ACCORDING TO FLOOD INSURANCE RATE MAPS 3720072200K DATED JULY 19, 2022 and MAP 3720071200K DATED JULY 19, 2022.

ANNEXATION # _____

I, ALLEN COLEMAN, CMC, NCCCO, 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, NCCCO, TOWN CLERK

-SEAL-



WithersRavenel

Engineers | Planners | Surveyors

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

PETITION FOR VOLUNTARY ANNEXATION Town of Apex, North Carolina



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

ANNEXATION FEE: \$200.00

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

HARD COPY SUBMITTAL REQUIREMENTS:

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

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

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

REVIEW AND APPROVAL PROCESS:

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

FOR WELL AND/OR SEPTIC FAILURES:

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

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

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

PETITION FOR VOLUNTARY ANNEXATION

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

Application #: _____

Submittal Date: _____

Fee Paid \$ _____

Check # _____

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

1. We, the undersigned owners of real property, respectfully request that the area described in Part 4 below be annexed to the Town of Apex, ☒ Wake County, ☐ Chatham County, North Carolina.
2. The area to be annexed is ☐ contiguous, ☒ non-contiguous (satellite) to the Town of Apex, North Carolina and the boundaries are as contained in the metes and bounds description attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.

OWNER INFORMATION

Legacy Apex, LLC (Tenant in Common, 80.46%)

0722041522 & 0712949922

Owner Name (Please Print)

Property PIN or Deed Book & Page #

216-831-6100

pnintcheff@goldbergcompanies.com

Phone

E-mail Address

Legacy Apex 2, LLC (Tenant in Common, 19.54%)

0722041522 & 0712949922

Owner Name (Please Print)

Property PIN or Deed Book & Page #

216-831-6100

pnintcheff@goldbergcompanies.com

Phone

E-mail Address

Owner Name (Please Print)

Property PIN or Deed Book & Page #

Phone

E-mail Address

SURVEYOR INFORMATION

Surveyor: Ben Dayton

Phone: 919.238.0320

Fax: _____

E-mail Address: bdayton@withersravenel.com

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	26.63	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:	1	Water service (new construction)	<input checked="" type="checkbox"/>
Proposed # of housing units:	351 (apartments)	Sewer service (new construction)	<input checked="" type="checkbox"/>
Zoning District*:	PUD - 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 SIGNED BY INDIVIDUALS:

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

Please Print

Signature

Please Print

Signature

Please Print

Signature

Please Print

Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

COMPLETE IF A CORPORATION:

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

Corporate Name _____

SEAL

By: _____

President (Signature)

Attest: _____

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, Legacy Apex, 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 26th day of September, 2023.

Name of Limited Liability Company Legacy Apex LLC

By: [Signature]
Signature of Member/Manager

STATE OF ~~NORTH CAROLINA~~ Ohio
COUNTY OF ~~WAKE~~ Cuyahoga

Sworn and subscribed before me, Allison Brown, a Notary Public for the above State and County, this the 26th day of September, 2023.

Allison Brown
Notary Public

SEAL



ALLISON BROWN
Notary Public
State of Ohio
My Comm. Expires
December 1, 2026

My Commission Expires: 12/1/2026

COMPLETE IF IN A PARTNERSHIP

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

Name of Partnership _____

By: _____
Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, Legacy Apex 2, 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 26th day of September, 2023.

Name of Limited Liability Company Legacy Apex 2 LLC

By: [Signature]
Signature of Member/Manager

STATE OF ~~NORTH CAROLINA~~ Ohio
COUNTY OF ~~WAKE~~ Cuyahoga

Sworn and subscribed before me, Allison Brown, a Notary Public for the above State and County, this the 26th day of September, 2023.

Allison Brown
Notary Public

SEAL



ALLISON BROWN
Notary Public
State of Ohio
My Comm. Expires
December 1, 2026

My Commission Expires: 12/1/2026

COMPLETE IF IN A PARTNERSHIP

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

Name of Partnership _____

By: _____
Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

VOLUNTARY ANNEXATION-PLAT CHECKLIST

FOR APPLICANT USE ONLY

PLEASE DO NOT INCLUDE THIS CHECKLIST WITH YOUR APPLICATION SUBMITTAL

COMMON ACRONYMS/DEFINITIONS			
<u>GeoCivix (IDT)</u>	Electronic Plan Review	<u>UDO</u>	Town's Unified Development Ordinance
TOA	Town of Apex	NCDEQ	North Carolina Dept. of Environmental Quality
RCA	Resource Conservation Area	<u>DDM</u>	Design & Development Manual
CONTACT INFORMATION			
Planning Department	(919) 249-3426	Water Resources (Utilities)	(919) 372-7478
Development Services	(919) 249-3394	Clerk's Office	(919) 249-1260

#	REQUIRED PLAT ITEMS
1	The exact boundary lines of the area to be annexed fully dimensioned by lengths and bearings, and the location of intersecting boundary lines of existing town limits, labeled and distinctly marked. Include full right-of-way if the area on both sides is or will be in the corporate limits.
2	Show and label any utility easements with metes and bounds.
3	Accurate locations and descriptions of all monuments, markers, and control points.
4	Ultimate right-of-way widths on all streets.
5	Entitle "ANNEXATION MAP for the TOWN OF APEX" or "SATELLITE ANNEXATION MAP for the TOWN OF APEX", as appropriate.
6	Name of property owner.
7	Name, seal, and registration of Professionally Licensed Surveyor (PLS).
8	Date of the survey and map preparation; a north arrow indicating whether the index is true magnetic North Carolina grid (NAD 83 or NAD 27) or deed; graphic scale; and declination.
9	Names of the township, county, and state.
10	A detailed vicinity map.
11	Include address of property if assigned.
12	Show all contiguous or non-contiguous town limits.
13	<p>The following certification must be placed on the map near a border to allow the map to be sealed:</p> <p>Annexation # _____</p> <p>I, Allen Coleman, CMC, NCCCC, Town Clerk, Apex, North Carolina certify this a true and exact map of annexation adopted the _____ day of _____, 20____, by the Town Council. I set my hand and seal of the Town of Apex, _____.</p> <p style="text-align: center;">Day/Month/Year</p> <p style="text-align: right;">_____ Allen Coleman, CMC, NCCCC, Town Clerk</p> <p style="text-align: center;">-Seal-</p>
14	Leave 2 inch by 2 inch space for the Wake County or Chatham County Register of Deeds stamp on the plat. All final plats must be stamped and signed before they can be accepted by the Town.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: OLD BUSINESS

Meeting Date: November 14, 2023

Item Details

Presenter(s): Councilmember Terry Mahaffey, Sponsor

Department(s): Governing Body

Requested Motion

~~Possible motion to adopt an Ordinance Amendment amending Chapter 5 – Article 1 – Section 5-9 – State Building Code, Fire Code to require automatic fire sprinklers in all residential dwellings (Group R-3 occupancies and townhouses).~~ ***UPDATE: Councilmember Mahaffey intends to make a motion to remove this item from consideration. This motion will likely occur during the "Regular Meeting Agenda" section of the agenda.***

Approval Recommended?

N/A

Item Details

The North Carolina Building Code Council and/or Residential Building Code Council (new) will have to approve of the change before fire sprinkler systems can be required in Apex. It is anticipated that review and approval of the proposed ordinance will take several months. The next North Carolina Building Code Council Meeting is December 12, 2023, however the deadline for agenda submission was due on November 1, 2023. The first North Carolina Building Code Council meeting this item could be considered would be March 12, 2024.

The Apex Town Council considered the proposed ordinance amendment during the October 24, 2023, regular meeting and the ordinance passed by a simple majority (3-2 with Councilmember Gantt and Councilmember Gray dissenting). For the Town to pass an ordinance on the date of introduction (first vote by council), the ordinance must receive an affirmative vote by 2/3s of its members. For Apex, this "supermajority" vote requires an affirmative vote of 4 members. Because the ordinance passed by a simple majority, it is being presented again for a second vote. If the ordinance receives an affirmative vote by a simple majority on the 2nd reading (second vote by council) it passes.

Attachments

- OB1-A1: Ordinance Amendment - Chapter 5 - Article 1 - Section 5 - Automatic Fire Sprinkler System



ORDINANCE NO. 2023-1024-__

**AN ORDINANCE TO AMEND SECTION 5-9 OF THE CODE OF ORDINANCES OF
THE TOWN OF APEX**

WHEREAS, North Carolina General Statutes (“NCGS”) § 143-138 provides that the fire prevention code provisions of the North Carolina State Building Code: Fire Prevention Code are considered the minimum standards necessary to preserve and protect health and safety, and that municipalities and counties may submit more stringent provisions for approval by the North Carolina Building Code Council;

WHEREAS, NCGS § 143-138 further provides that fire prevention standards exceeding the state minimum standards require official approval from the Building Code Council and that they provide adequate minimum standards to preserve and protect health and safety; and

WHEREAS, the Town Council of the Town of Apex finds it in the best interest of its citizens to provide fire prevention standards that exceed the standards mandated by the State of North Carolina.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Apex as follows:

Section 1. Section 5-9 of the Code of Ordinances of the Town of Apex is hereby amended to read as follows, with additions shown as bold, underlined text and deletions as struck through text:

Sec. 5-9. – State building code, fire code.

(a) The North Carolina State Building Code, Fire Code, as adopted by the North Carolina Building Code Council as amended from time to time, is hereby incorporated by reference into this Code as if fully set forth herein, and Appendices B, C, D, E, F, G, and H are specifically adopted and incorporated herein by reference.

(b) Notwithstanding the exception to applicability for occupancy of one- and two-family dwellings in Section 102.13 of the North Carolina State Building Code: Fire Prevention Code, Section 903.2.8 and Section 903.2.8.1 of the North Carolina State Building Code: Fire Prevention Code, as amended, shall be amended and apply within the Town of Apex, as follows:

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.

Exceptions:

- 1. An automatic sprinkler system is not required in new adult and child day care facilities located in existing Group R-3 and R-4 occupancies.**
- 2. An automatic sprinkler system is not required in temporary overflow shelters.**
- 3. An automatic sprinkler system is not required in camping units located within a campground where all of the following conditions exist.**
 - 3.1 The camping unit is limited to one story in height.**
 - 3.2 The camping unit is less than 400 square feet (37 m²) in area.**
 - 3.3 The camping unit does not have a kitchen.**
- 4. An automatic sprinkler system is not required in an open air camp cabin that complies with the following:**
 - 4.1 The open air camp cabin shall have at least two remote unimpeded exits. Lighted exit signs shall not be required.**
 - 4.2 The open air camp cabin shall not be required to have plumbing or electrical systems, but if the cabin has these systems, then the provisions of the code otherwise applicable to those systems shall apply.**
 - 4.3 Smoke detectors and portable fire extinguishers shall be installed as required by other sections of this code.**
- 5. Temporary sleeping units for disaster relief workers as allowed by Section 321.4.5.**

903.2.8.1 Group R-3.

An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be required in Group R-3 occupancies and townhouses.

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 six months after approval by the North Carolina Building Code Council.

Introduced by Council Member: _____

Seconded by Council Member: _____

This the ____ day of _____, 2023.

Attest:

TOWN OF APEX, NORTH CAROLINA

Allen Coleman, CMC, NCCCC
Town Clerk

Jacques K. Gilbert
Mayor

Approved As To Form:

Laurie L. Hohe
Town Attorney

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION
Meeting Date: November 14, 2023

Item Details

Presenter(s): Laurie Hohe, Town Attorney

Department(s): Legal Services

Requested Motion

Possible motion to enter into closed session pursuant to NCGS § 143-318.11(a)(6) to consider a personnel matter.

Approval Recommended?

N/A

Item Details

NCGS § 143-318.11(a)(6)

"To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee"

Attachments

- N/A



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION
Meeting Date: November 14, 2023

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Possible motion to enter into closed session pursuant to NCGS § 143-318.11(a)(6) to consider a personnel matter.

Approval Recommended?

N/A

Item Details

NCGS § 143-318.11(a)(6)

"To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee"

Attachments

- N/A

